

**Title:** Heirs of Ciriaco Bayog-Ang v. Florence Quinones, et al.

**Facts:**

- Background:** Florence Quinones purchased a 10,848 square-meter parcel of land from Ciriaco Bayog-Ang, evidenced by a Deed of Absolute Sale dated February 25, 1964.
- Ownership Dispute:** The land was not titled in the name of Quinones. In 1996, the heirs of Bayog-Ang executed an extrajudicial settlement that included the subject land.
- Procedural History:**
  - 1997:** OCT No. RP-1078 (1596) was canceled, and TCT No. T-91543 was issued under the heirs' names.
  - 1998:** Florence filed a Specific Performance with Damages case against the heirs.
  - 2006:** RTC dismissed the case, favoring the heirs based on good faith registration (Article 1544 of the Civil Code).
  - 2012:** CA reversed the RTC decision, recognizing Florence's claim over the land.

**Issues:**

- Prescription and Laches:** Whether Florence's claim over the subject land was barred by prescription and laches.
- Application of Article 1544:** Whether Article 1544 of the Civil Code on double sales was applicable.
- Ownership Claim:** Whether Florence legally acquired ownership of the subject land from Bayog-Ang before his death, thereby excluding it from Bayog-Ang's estate.

**Court's Decision:**

- Prescription and Laches:**
  - The Court agreed with the CA, ruling that the action had not prescribed and laches had not set in. Florence's possession and the actions indicating ownership, such as installing a tenant and transferring the tax declaration in 1984, supported the conclusion that her claim wasn't barred.
- Article 1544 Inapplicability:**
  - The SC determined that Article 1544, governing double sales, did not apply here since the heirs' claim was based on succession, not another sale. Thus, it wasn't a scenario of double sales by a single vendor.
- Ownership Claim:**
  - The Supreme Court upheld the CA's recognition of the February 25, 1964 Deed of

Absolute Sale, which had the effect of transferring ownership from Bayog-Ang to Florence. The deed being notarized created a presumption of regularity, which the heirs failed to overturn.

- Under Article 1498, the sale through a public instrument established Florence's ownership, excluding the land from Bayog-Ang's estate upon his death. The SC concluded that the heirs cannot inherit what Bayog-Ang no longer owned at his death.

**\*\*Doctrine:\*\***

Ownership of property can be acquired by the vendee from the moment it is delivered through a public instrument (Article 1498 of the Civil Code). The execution of a notarized deed of sale effectively transfers ownership, and unregistered but valid sales bind the vendor's heirs.

**\*\*Class Notes:\*\***

- **\*\*Key Elements:\*\***

- **\*\*Prescription and Laches:\*\*** Claims of ownership by possessors in the quieting of title actions do not prescribe.

- **\*\*Double Sales (Article 1544):\*\*** Inapplicable where claims are based on succession.

- **\*\*Notarized Deeds:\*\*** Establishes prima facie evidence of due execution and delivery of ownership.

- **\*\*Registration vs. Ownership:\*\*** Registration is a means of confirming ownership but not a mode of acquiring it.

- **\*\*Statutory Provisions:\*\***

- **\*\*Article 1544, Civil Code:\*\*** Contemplates double or multiple sales by a single vendor.

- **\*\*Article 1498, Civil Code:\*\*** Public instrument execution equates to property delivery.

- **\*\*Article 1311, Civil Code:\*\*** Contracts effect between parties and their heirs, except in cases of non-transmissibility.

**\*\*Historical Background:\*\***

This case provides insight into the principle that legal titles and ownership claims must be clearly delineated and registered to avoid disputes. It reflects long-standing issues in land titling and inheritance practices in the Philippines, emphasizing the importance of proper registration and the broader implications of notarized documents in property transactions.