HEIRS OF JESUS M. MASCUÑANA, REPRESENTED BY JOSE MA. R. MASCUÑANA, PETITIONERS, VS. COURT OF APPEALS, AQUILINO BARTE, AND SPOUSES RODOLFO AND CORAZON LAYUMAS, RESPONDENTS.

G.R. NO. 158646. June 23, 2005

Ponente: CALLEJO, SR., J.

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CALLEJO, SR., J.:

This is a petition for review on certiorari of the Decision[1] of the Court of Appeals (CA) in CA-G.R. CV No. 53117 affirming the Decision[2] of the Regional Trial Court (RTC) of San Carlos City, Negros Occidental, which ordered the dismissal of the petitioners' complaint for recovery of possession and damages.

The Antecedents

Gertrudis Wuthrich and her six other siblings were the co-owners of a parcel of land identified as Lot No. 124 of the San Carlos City, Negros Occidental Cadastre, with an area of 1,729 square meters and covered by Transfer Certificate of Title (TCT) No. 1453-R (T-29937)-38.[3] Over time, Gertrudis and two other co-owners sold each of their one-seventh (1/7) shares, or a total area of 741 square meters, to Jesus Mascuñana. The latter then sold a portion of his 140-square-meter undivided share of the property to Diosdado Sumilhig. Mascuñana later sold an additional 160-square-meter portion to Sumilhig on April 7, 1961. However, the parties agreed to revoke the said deed of sale and, in lieu thereof, executed a Deed of Absolute Sale on August 12, 1961. In the said deed, Mascuñana, as vendor, sold an undivided 469-square-meter portion of the property for P4,690.00, with P3,690.00 as down payment, and under the following terms of payment:

> That the balance of ONE THOUSAND PESOS (P1,000.00) shall be paid by the VENDEE unto the VENDOR as soon as the above-portions of Lot 124 shall have been surveyed in the name of the VENDEE and all papers pertinent and necessary to the issuance of a separate Certificate of Title in the name of the VENDEE shall have been prepared.[4]

On December 31, 1961, Mascuñana and Jose G. Estabillo executed a Deed of Exchange and Absolute Sale of Real Estate,[5] in which Estabillo deeded to Mascuñana a portion of his property abutting that of Sumilhig on the southeast.

In the meantime, a survey was conducted for the co-owners of Lot No. 124 on July 9, 1962. The subdivision plan of the said lot was approved by the Director of Lands on August 2, 1962. The portion of the property deeded to Sumilhig was identified in the said plan as Lot No. 124-B.[6]

Meanwhile, Mascuñana died intestate on April 20, 1965 and was survived by his heirs, Eva M. Ellisin, Renee Hewlett, Carmen Vda. de Opeña, Marilou Dy and Jose Ma. R. Mascuñana.

On April 24, 1968, Sumilhig executed a Deed of Sale of Real Property[7] on a portion of Lot No. 124-B with an area of 469 square meters and the improvements thereon, in favor of Corazon Layumas, the wife of Judge

Rodolfo Layumas, for the price of P11,000.00. The spouses Layumas then had the property subdivided into two lots: Lot No. 124-B-2 with an area of 71 square meters under the name of Jesus Mascuñana, and Lot No. 124-B-1, with an area of 469 square meters under their names.[8] The spouses Layumas took possession of the property and caused the cutting of tall grasses thereon. Upon the plea of a religious organization, they allowed a chapel to be constructed on a portion of the property.[9] In January 1985, the spouses Layumas allowed Aquilino Barte to stay on a portion of the property to ward off squatters.[10] Barte and his kin, Rostom Barte, then had their houses constructed on the property.

On October 1, 1985, the spouses Layumas received a Letter[11] from the counsel of Renee Tedrew, offering to buy their share of the property for US$1,000.00. For her part, Corazon Layumas wrote Pepito Mascuñana, offering to pay the amount of P1,000.00, the balance of the purchase price of the property under the deed of absolute sale executed by Mascuñana and Sumilhig on August 12, 1961.[12] However, the addressee refused to receive the mail matter.[13]

Unknown to the spouses Layumas, TCT No. 8986[14] was issued over Lot No. 124-B in the name of Jesus Mascuñana on March 17, 1986.

On November 17, 1986, the heirs of Mascuñana filed a Complaint[15] for recovery of possession of Lot No. 124-B and damages with a writ of preliminary injunction, alleging that they owned the subject lot by virtue of successional rights from their deceased father. They averred that Barte surreptitiously entered the premises, fenced the area and constructed a house thereon without their consent. Attached as annexes to the complaint were TCT No. 8986 and a certification[16] from the Office of the City Treasurer, Land Tax Division, vouching that the property in question was owned by the petitioners and that they had paid the taxes thereon until 1992.

In his answer to the complaint, Barte admitted having occupied a portion of Lot No. 124-B, but claimed that he secured the permission of Rodolfo Layumas, the owner of the subject property. He added that he did not fence the property, and that the petitioners did not use the same as a passageway in going to Broce Street from their house. Barte raised the following special defenses: (a) the petitioners were estopped from asserting ownership over the lot in question because they did not object when he occupied the said portion of the lot; (b) neither did the petitioners protest when a church was built on the property, or when residential houses were constructed thereon; (c) the petitioners still asked Barte and the other occupants whether they had notified Rodolfo Layumas of the constructions on the property; and (d) the heirs of Mascuñana, through the lawyer of Mrs. Renee M. Tedrew, even wrote a letter[17] to Rodolfo Layumas on October 1, 1985, expressing her willingness to buy the subject property for US$1,000.00.

On April 8, 1991, the spouses Layumas filed a Motion for Leave to Intervene,[18] alleging therein that they had a legal interest in Lot No. 124-B-1 as its buyers from Sumilhig, who in turn purchased the same from Mascuñana. In their answer in intervention,[19] the spouses Layumas alleged that they were the true owners of the subject property and that they had wanted to pay the taxes thereon, but the Land Tax clerk refused to receive their payments on account that the petitioners had already made such payment. The spouses Layumas further maintained that the petitioners had no cause of action against Barte, as they had authorized him to occupy a portion of Lot No. 124-B-1. The spouses Layumas also averred that the petitioners were estopped from denying their right of ownership and possession of the subject lot, as one of them had even offered to repurchase a portion of Lot No. 124-B via letter. The said spouses interposed a counterclaim for damages, claiming ownership over the property, and prayed, thus:

> WHEREFORE, it is most respectfully prayed that this HONORABLE COURT render judgment in favor of the Intervenors and the defendant Aquilino Barte, ordering:

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> 1. That the complaint against Aquilino Barte be dismissed with costs against the plaintiff;
>
> 2. That the Intervenors spouses Judge Rodolfo S. Layumas and Corazon A. Layumas be declared as the legal and true owners of Lot 124-B;
>
> 3. That the plaintiffs should deliver immediately to the Intervenors, TCT No. 8986 which is in their possession;
>
> 4. That the plaintiffs be made to pay to the Intervenors the sum of THIRTY THOUSAND (P30,000.00) PESOS moral damages; TEN THOUSAND (P10,000.00) PESOS attorney's fees plus THREE HUNDRED (P300.00) PESOS as appearance fee per hearing.
>
> Intervenors pray for such other relief and remedies as may be deemed by this Honorable Court as just and equitable in the premises.

At the trial, intervenor Rodolfo Layumas testified that he and his wife bought the subject property in 1968, and that nobody objected to their possession of the land, including the petitioners. In 1970, a religious organization asked his permission to construct a chapel on the disputed lot; he allowed the construction since the same would be used for the fiesta. He further declared that part of the chapel still stood on the property. In 1985, a fire razed the town's public market, thereby dislocating numerous people. Barte was one of the fire victims, who also happened to be a good friend and political supporter of Rodolfo. Out of goodwill, Barte was allowed to occupy a portion of the said lot, along with some other fire victims. Rodolfo clarified that the others were to stay there only on a temporary basis, but admitted that Barte's children also stayed in the subject property.[20]

Rodolfo Layumas further narrated that in 1987, Corazon wrote one of the petitioners-heirs, Pepito Mascuñana, requesting that the title of the lot be transferred in Sumilhig's name so that they could likewise arrange for the conveyance of the title in their names. Pepito failed to claim the letter, and thereafter, filed a case of ejectment against Barte and Rodolfo Layumas' brother-in-law, Pepito Antonio. The case, the witness added, was dismissed as against the two parties. Offered in evidence were the following: a Sworn Statement on the Current and Fair Market Value of the Real Property issued in 1973 as required by Presidential Decree No. 76, and tax receipts.[21]

Rodolfo Layumas admitted on cross-examination that at the time they bought the property from Sumilhig, the title was still in the possession of the Wuthrich family. He added that he filed an adverse claim before the Register of Deeds of San Carlos City, Negros Occidental, on Lot No. 124-B in January 1986, or after the case had already been filed in court. Lastly, the witness deposed that he did not fence the property after buying the same, but that his brother-in-law constructed a coco-lumber yard thereon upon his authority.[22]

On January 30, 1996, the trial court rendered judgment in favor of Barte and the spouses Layumas. The fallo of the decision reads:

> WHEREFORE, premises considered, judgment is hereby rendered in favor of Intervenors-counterclaimants and defendant and against plaintiffs-counterclaim defendants ordering as follows:
>
> - The dismissal of the plaintiff's complaint with costs against them;
>
> - The plaintiffs to jointly pay Intervenors-counterclaimants now RTC Judge Rodolfo S. Layumas and Corazon A. Layumas:
>
> (a) P10,000.00 for attorney's fees; and
> (b) P30,000.00 as moral damages;
>
> - The plaintiffs, as counterclaim defendants, to comply with the above-stated obligation of their late father, Mr. Jesus Mascuñana, under the Deed of Absolute Sale, Exh. "3", pp. 92-93, Exp., thru plaintiff Mr. Jose Mascuñana, including the desegragation (sic) survey to desegregate the 469-square-meter portion of said Lot

> No. 124-B, San Carlos Cadastre, this province, sold to the late Diosdado Sumilhig, if the same has not yet been done despite what has been said herein earlier to said effect, and the execution of the Final Deed of Sale in their capacity as the heirs and successors-in-interest of the late Mr. Jesus Mascuñana, thru Mr. Jose Mascuñana, covering the 469-square-meter desegregated portion of said Lot No. 124-B, within sixty (60) days counted from the finality of this Decision, in favor of the Intervenors-spouses, after which the said Intervenors-spouses shall pay them, thru Mr. Jose Mascuñana, the P1,000.00 balance due to them as successors-in-interest of the late Mr. Jesus Mascuñana;
>
> - In case plaintiffs fail to comply with what are herein ordered for them to do, the Clerk of Court V of this Court to do all that they were to do as herein ordered in the text and dispositive portion hereof, at the expense of Intervenors spouses to be later reimbursed by plaintiffs, including the desegragation (sic) survey of said 469-square-meter portion of said Lot [No.] 124-B, San Carlos Cadastre, Negros Occidental, if the same has not yet been done and the execution of the Final Deed of Sale on behalf of all the plaintiffs as heirs and successors-in-interest of the late Mr. Jesus Mascuñana covering the said desegregated portion of 469 square meters of the aforesaid lot, in favor of Intervenors spouses, to the end that separate title therefor may be issued in their names, after they shall have paid the P1,000.00 balance due plaintiffs under said Deed of Absolute Sale, Exh. "3."
>
> SO ORDERED.[23]

Forthwith, the petitioners appealed the case to the CA, raising the following issues of fact and law:

a. Whether or not the contract of alienation of Lot No. 124-B in favor of Diosdado Sumilhig in 1961 was a contract to sell or a contract of sale;

b. Whether or not Diosdado Sumilhig had any right to sell Lot No. 124-B in favor of intervenor Corazon Layumas in 1968.[24]

On May 5, 2003, the CA affirmed the decision of the trial court. It ruled that the contract between the petitioners' father and Sumilhig was one of sale. Foremost, the CA explained, the contract was denominated as a "Deed of Absolute Sale." The stipulations in the contract likewise revealed the clear intention on the part of the vendor (Mascuñana) to alienate the property in favor of the vendee (Sumilhig). In three various documents, the late Mascuñana even made declarations that Sumilhig was already the owner of the disputed land. The CA added that the admission may be given in evidence against Mascuñana and his predecessors-in-interest under Section 26, Rule 130 of the Revised Rules on Evidence. As to the argument that the contract between Mascuñana and Sumilhig was not effective because it was subject to a suspensive condition that did not occur, the CA ruled that the condition referred to by the petitioners refers only to the payment of the balance of the purchase price and not to the effectivity of the contract.

As to the petitioners' contention that even if the contract were one of sale, ownership cannot be transferred to Sumilhig because Mascuñana was not yet the owner of the lot at the time of the alleged sale, the appellate court ruled that the registration of the land to be sold is not a prerequisite to a contract of sale.

The Present Petition

Aggrieved, the petitioners filed the instant petition for review on certiorari with this Court, where the following lone legal issue was raised:

> WAS THE SALE OF LOT NO. 124-B MADE BY JESUS M. MASCUÑANA IN FAVOR OF DIOSDADO SUMILHIG A CONTRACT TO SELL OR CONTRACT OF SALE?[25]

We note that the original action of the petitioners against Aquilino Barte was one for recovery of possession of

Lot No. 124-B. With the intervention of the respondents Rodolfo and Corazon Layumas who claimed ownership over the property, and the acquiescence of the parties, evidence was adduced to prove who, between the petitioners (as plaintiffs) and the respondents (as defendants-intervenors) were the lawful owners of the subject property and entitled to its possession.

The petitioners resolutely contend that the Deed of Absolute Sale dated August 12, 1961 between their father and Sumilhig was a mere contract to sell because at the time of the said sale, the late Mascuñana was not yet the registered owner of Lot No. 124 or any of its portions. They assert that Sumilhig could not have acquired any rights over the lot due to the fact that a person can only sell what he owns or is authorized to sell, and the buyer can acquire no more than what the seller can transfer legally. Finally, the petitioners insist that the document in controversy was subject to a suspensive condition, not a resolutory condition, which is a typical attribute of a contract of sale.

The petition is denied for lack of merit.

The issues raised by the petitioners in this case are factual, and under Rule 45 of the Rules of Court, only questions of law may be raised in this Court, the reason being that this Court is not a trier of facts. It is not to re-examine the evidence on record and to calibrate the same. Moreover, the findings and conclusions of the trial court as affirmed by the CA are conclusive on the Court, absent of any evidence that the trial court, as well as the CA ignored, misinterpreted and misconstrued facts and circumstances of substance which, if considered, would alter or reverse the outcome of the case.[26]

We have reviewed the records and find no justification for a reversal or even a modification of the assailed decision of the CA.

Even on the merits of the petition, the Court finds that the decision of the trial court as well as the ruling of the CA are based on the evidence on record and the applicable law.

The petitioners reiterated their pose that the deed of absolute sale over the property executed by their father, Jesus Mascuñana, as vendor, and Diosdado Sumilhig as vendee, was a contract to sell and not a contract of sale. They assert that on its face, the contract appears to be a contract to sell, because the payment of the P1,000.00 balance of the purchase price was subject to a suspensive condition: the survey of the property, the segregation of the portion thereof subject of the sale, and the completion of the documents necessary for the issuance of a Torrens title over the property to and in the name of Sumilhig who was the vendee. The petitioners assert that Sumilhig never paid the aforesaid amount to the vendor; hence, the obligation of the latter and his predecessors-in-interest (herein petitioners) to execute a final deed of sale never arose. As such, they aver, title to the property remained reserved in the vendor and his heirs even after his death. There was no need for the vendor to rescind the deed or collect the said amount of P1,000.00 under Article 1191 of the New Civil Code because such a remedy applies only to contracts of sale. The petitioners insist that Sumilhig never acquired title over the property; he could not have transferred any title to the respondents. Sumilhig could not have transferred that which he did not own.

The petitioners' contention has no factual and legal bases.

The deed of absolute sale executed by Jesus Mascuñana and Sumilhig, provides, thus:

> That the VENDOR is the true and absolute owner of a parcel of land known as Lot No. 124 of the Cadastral Survey of San Carlos, situated at Broce Street and is free from liens and encumbrances, and covered by O.C.T. No. T-299[3]7 (R-1453) of Reg. of Deeds, Negros Occ.
>
> That for and in consideration of the sum of FOUR THOUSAND SIX HUNDRED NINETY PESOS (P4,690.00), Philippine Currency, to be paid by the VENDEE in the manner hereinafter stated, the VENDOR

> does hereby sell, transfer, cede and convey, a portion of the above-described property containing an area of 469 square meters, the sketch of which can be found at the back of this document and having a frontage at Broce Street of around 14 meters, and from the Broce Street to the interior on its Southwest side with a length of 30.9 meters, with a length of 24.8 meters on its Northeast side where it turned to the right with a length of 2.8 meters and continuing to Northwest with a length of 6.72 meters, the backyard dimension is 17.5 meters to the Northwest, unto the VENDEE, his heirs and assigns, by way of Absolute Sale, upon the receipt of the down payment of THREE THOUSAND SIX HUNDRED NINETY PESOS (P3,690.00), which is hereby acknowledged by the VENDOR as received by him.
>
> That the balance of ONE THOUSAND PESOS (P1,000.00) shall be paid by the VENDEE unto the VENDOR as soon as the above-portions of Lot 124 shall have been surveyed in the name of the VENDEE and all papers pertinent and necessary to the issuance of a separate Certificate of Title in the name of the VENDEE shall have been prepared.

The evidence on record shows that during the lifetime of vendor Jesus Mascuñana, and even after his death, his heirs, the petitioners herein, unequivocably declared that Diosdado Sumilhig was the owner of the property subject of this case, and that the respondents acquired title over the property, having purchased the same via a deed of absolute sale from Diosdado Sumilhig. Thus, on December 31, 1961, Jesus Mascuñana and Jose Estabillo executed a Deed of Exchange and Absolute Sale of Real Estate, in which both parties declared that they were co-owners of portions of Lot No. 124 abutted by the property owned by Diosdado Sumilhig.[27]

In the subdivision plan of Lot No. 124, signed by Ricardo Quilop, Private Land Surveyor, following his survey of Lot No. 124 on July 9, 1962 for and in behalf of Jesus Mascuñana, et al., it appears that Lot No. 124-B with an area of 540 square meters belonged to Diosdado Sumilhig,[28] which is abutted by Lot No. 124-C, owned by Jesus Mascuñana.

On October 1, 1985, long after the death of Jesus Mascuñana, one of his heirs, petitioner Renee Tedrew, through counsel, wrote respondent Rodolfo Layumas offering to buy the property occupied by his overseer Aquilino Barte for US$1,000.00:

> ATTY. RODOLFO S. LAYUMAS
> San Carlos City
> Negros Occidental
>
> Dear Atty. Layumas:
>
> This has reference to the lot located at Broce Street, portions of which are presently occupied by Mr. Barte.
>
> Mrs. Renee Tedrew (nee Agapuyan), who is now in the United States, would like to offer the amount of $1,000.00 to buy your share of the said lot.
>
> If you are amenable, kindly inform the undersigned for him to communicate [with] Mrs. Tedrew in California.
>
> Very truly yours,
>
> (Sgd.)
>
> SAMUEL SM LEZAMA[29]

It was only after the respondents rejected the proposal of petitioner Renee Tedrew that the petitioners secured title over the property on March 17, 1986 in the name of Jesus Mascuñana (already deceased at the time), canceling TCT No. 967 issued on July 6, 1962 under the name of Jesus Mascuñana, who appears to be a co-owner of Lot No. 124 with an undivided two-seventh (2/7) portion thereof.[30]

While it is true that Jesus Mascuñana executed the deed of absolute sale over the property on August 12, 1961 in favor of Diosdado Sumilhig for P4,690.00, and that it was only on July 6, 1962 that TCT No. 967 was issued in his name as one of the co-owners of Lot No. 124, Diosdado Sumilhig and the respondents nevertheless acquired ownership over the property. The deed of sale executed by Jesus Mascuñana in favor of Diosdado Sumilhig on August 12, 1961 was a perfected contract of sale over the property. It is settled that a perfected contract of sale cannot be challenged on the ground of the non-transfer of ownership of the property sold at that time of the perfection of the contract, since it is consummated upon delivery of the property to the vendee. It is through tradition or delivery that the buyer acquires ownership of the property sold. As provided in Article 1458 of the New Civil Code, when the sale is made through a public instrument, the execution thereof is equivalent to the delivery of the thing which is the object of the contract, unless the contrary appears or can be inferred. The record of the sale with the Register of Deeds and the issuance of the certificate of title in the name of the buyer over the property merely bind third parties to the sale. As between the seller and the buyer, the transfer of ownership takes effect upon the execution of a public instrument covering the real property.[31] Long before the petitioners secured a Torrens title over the property, the respondents had been in actual possession of the property and had designated Barte as their overseer.

Article 1458 of the New Civil Code provides:

> By the contract of sale, one of the contracting parties obligates himself to transfer the ownership of and to deliver a determinate thing, and the other to pay therefor a price certain in money or its equivalent.
>
> A contract of sale may be absolute or conditional.
>
> Thus, there are three essential elements of sale, to wit:
>
> a) Consent or meeting of the minds, that is, consent to transfer ownership in exchange for the price;
> b) Determinate subject matter; and
> c) Price certain in money or its equivalent.[32]

In this case, there was a meeting of the minds between the vendor and the vendee, when the vendor undertook to deliver and transfer ownership over the property covered by the deed of absolute sale to the vendee for the price of P4,690.00 of which P3,690.00 was paid by the vendee to the vendor as down payment. The vendor undertook to have the property sold, surveyed and segregated and a separate title therefor issued in the name of the vendee, upon which the latter would be obliged to pay the balance of P1,000.00. There was no stipulation in the deed that the title to the property remained with the vendor, or that the right to unilaterally resolve the contract upon the buyer's failure to pay within a fixed period was given to such vendor. Patently, the contract executed by the parties is a deed of sale and not a contract to sell. As the Court ruled in a recent case:

> In Dignos v. Court of Appeals (158 SCRA 375), we have said that, although denominated a "Deed of Conditional Sale," a sale is still absolute where the contract is devoid of any proviso that title is reserved or the right to unilaterally rescind is stipulated, e.g., until or unless the price is paid. Ownership will then be transferred to the buyer upon actual or constructive delivery (e.g. by the execution of a public document) of the property sold. Where the condition is imposed upon the perfection of the contract itself, the failure of the condition would prevent such perfection. If the condition is imposed on the obligation of a party which is not fulfilled, the other party may either waive the condition or refuse to proceed with the sale. (Art. 1545, Civil Code)
>
> Thus, in one case, when the sellers declared in a "Receipt of Down Payment" that they received an amount as purchase price for a house and lot without any reservation of title until full payment of the entire purchase price, the implication was that they sold their property. In People's Industrial and Commercial Corporation v. Court of Appeals, it was stated:

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> A deed of sale is considered absolute in nature where there is neither a stipulation in the deed that title to the property sold is reserved in the seller until full payment of the price, nor one giving the vendor the right to unilaterally resolve the contract the moment the buyer fails to pay within a fixed period.
>
> Applying these principles to this case, it cannot be gainsaid that the contract of sale between the parties is absolute, not conditional. There is no reservation of ownership nor a stipulation providing for a unilateral rescission by either party. In fact, the sale was consummated upon the delivery of the lot to respondent. Thus, Art. 1477 provides that the ownership of the thing sold shall be transferred to the vendee upon the actual or constructive delivery thereof.[33]

The condition in the deed that the balance of P1,000.00 shall be paid to the vendor by the vendee as soon as the property sold shall have been surveyed in the name of the vendee and all papers pertinent and necessary to the issuance of a separate certificate of title in the name of the vendee shall have been prepared is not a condition which prevented the efficacy of the contract of sale. It merely provides the manner by which the total purchase price of the property is to be paid. The condition did not prevent the contract from being in full force and effect:

> The stipulation that the "payment of the full consideration based on a survey shall be due and payable in five (5) years from the execution of a formal deed of sale" is not a condition which affects the efficacy of the contract of sale. It merely provides the manner by which the full consideration is to be computed and the time within which the same is to be paid. But it does not affect in any manner the effectivity of the contract. ...[34]

In a contract to sell, ownership is retained by a seller and is not to be transferred to the vendee until full payment of the price. Such payment is a positive suspensive condition, the failure of which is not a breach of contract but simply an event that prevented the obligation from acquiring binding force.[35]

It bears stressing that in a contract of sale, the non-payment of the price is a resolutory condition which extinguishes the transaction that, for a time, existed and discharges the obligation created under the transaction.[36] A seller cannot unilaterally and extrajudicially rescind a contract of sale unless there is an express stipulation authorizing it. In such case, the vendor may file an action for specific performance or judicial rescission.[37]

Article 1169 of the New Civil Code provides that in reciprocal obligations, neither party incurs in delay if the other does not comply or is not ready to comply in a proper manner with what is incumbent upon him; from the moment one of the parties fulfills his obligation, delay by the other begins. In this case, the vendor (Jesus Mascuñana) failed to comply with his obligation of segregating Lot No. 124-B and the issuance of a Torrens title over the property in favor of the vendee, or the latter's successors-in-interest, the respondents herein. Worse, petitioner Jose Mascuñana was able to secure title over the property under the name of his deceased father.

IN LIGHT OF ALL THE FOREGOING, the petition is DENIED for lack of merit. Costs against the petitioners.
SO ORDERED.

Puno, (Chairman), Austria-Martinez, Tinga, and Chico-Nazario, JJ., concur.

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[1] Penned by Associate Justice Rosmari D. Carandang, with Associate Justices Conrado M. Vasquez, Jr. and Mercedes Gozo-Dadole, concurring.

[2] Penned by Judge Abraham D. Caña.

[3] Exhibit "L," Records, p. 253.

[4] Records, p. 210.

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[5] Exhibit “17,” Records, p. 287.

[6] Exhibit “19,” Id. at 289.

[7] Exhibit “2,” Id. at 208.

[8] Exhibit “10,” Id. at 219.

[9] Id., TSN, 19 April 1994, pp. 23-24.

[10] Exhibits “1” and “10,” Id. at 207 and 219.

[11] Exhibit “4,” Id. at 212.

[12] Exhibit “5-A,” Id. at 214.

[13] Id.

[14] Exhibit “A,” Records, p. 183.

[15] Records, p. 1.

[16] Id. at 7.

[17] Records, p. 26.

[18] Id. at 86.

[19] Id. at 88.

[20] TSN, 19 August 1994, pp. 16, 23-25.

[21] Id. at 32-37.

[22] Id. at 46, 49-51.

[23] Records, pp. 376-377.

[24] CA Rollo, p. 46.

[25] Rollo, p. 15.

[26] See Morales v. Court of Appeals, G.R. No. 91003, 23 May 1991, 197 SCRA 391; Universal Motors Corporation v. Court of Appeals, G.R. No. 47432, 27 January 1992, 205 SCRA 448; and Arroyo v. Court of Appeals, G.R. No. 96602 and G.R. No. 96715, 19 November 1991, 203 SCRA 750.

[27] Exhibits “17-A” and “17-C,.” Records, p. 287.

[28] Exhibits “19” and “19-A,” Id. at 289.

[29] Exhibit “1,” Records, p. 212.

[30] Exhibit “N,” Id. at 257.

[31] Art. 1458, New Civil Code.

[32] Heirs of Juan San Andres v. Rodriguez, G.R. No. 135634, 31 May 2000, 332 SCRA 769.

[33] Ibid.

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[34]Id..

[35] Heirs of Pedro Escanlar v. Court of Appeals, G.R. No. 119777, 23 October 1997, 281 SCRA 176.

[36] Ibid.

[37] Benito v. Saquitan-Ruiz, G.R. No. 149906, 26 December 2002, 394 SCRA 250.

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