



LAND REGISTRY AND THE SECURITY OF TENURE IN SPAIN



*INFLUENCE ON LAND
ADMINISTRATION ON PEOPLE
AND BUSINESS*

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*ISABEL GONZÁLEZ GARCÍA
LAND REGISTRAR*



AGENDA

- **BRIEF INTRODUCTION**
- **THE SPANISH REGISTRY PRINCIPLES**
- **THE PROTECTION OF THE SPANISH LAND REGISTRY**

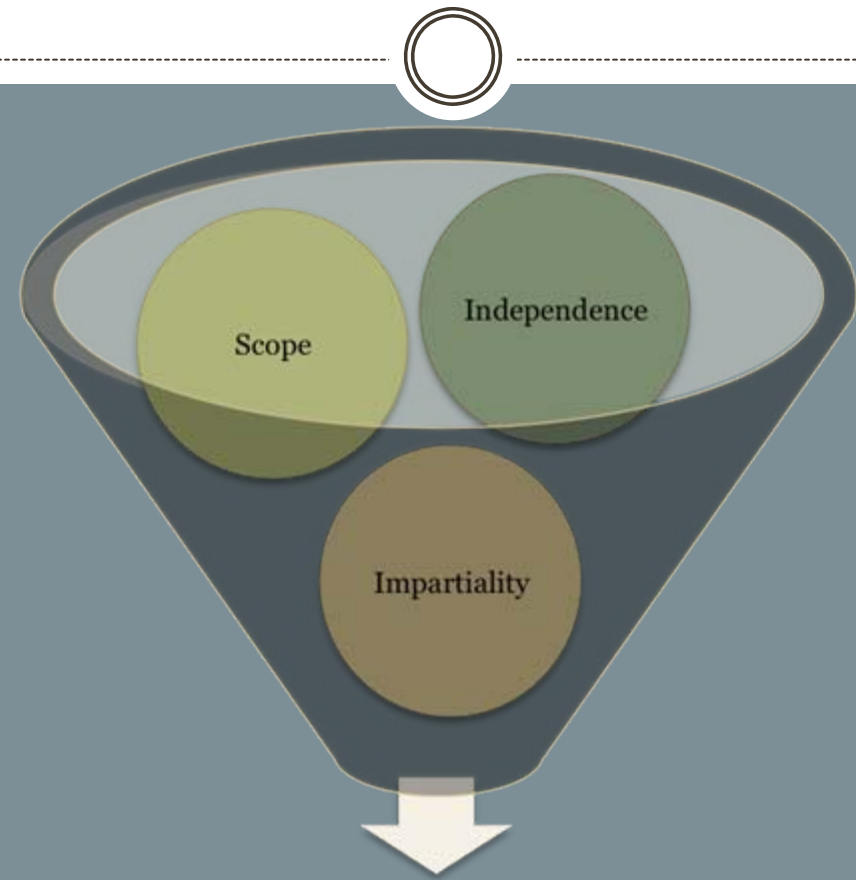


The principle of liability
The principle of determination of due form
The principle of financial autonomy
The principle of priority
The principle of request
The principle of speciality
The principle of chain of title
The principle of publicity



The principle of liability

- Legal certainty based on the confidence that the title registry generates
- Protection must always be provided for any buyer who confides in the Registry
- System guarantees payment when damage is done due to negligence



The principle of due form



The principle of Financial Autonomy

- ✓ Registration should be vested with autonomy to manage the necessary resources
- ✓ The system must generate its own financial resources
- ✓ Prices should be set according to the needs of the service
- ✓ The object would be to guarantee the efficiency



THE PRINCIPLE OF PRIORITY

- Compatible property rights are ranked in the order of their registration
- Incompatible rights overrule subsequently registered incompatible rights.



THE PRINCIPLE OF REQUEST

- The registration procedure must always and in every case be started on request
- The impartiality with which registers must behave means that this principle must be applied –otherwise priority would be left to the register’s discretion-



THE PRINCIPLE OF SPECIALITY

- A “folio real” must be opened for each particular piece of property.
- There can be no multiple chains of owners contradicting one another



THE PRINCIPLE OF CHAIN OF TITLE

- There cannot be gaps from owner to owner , and all links of each owner's successive acquisitions thoroughly grounded
- Such procedure strengthens the security of the registered owner



THE PRINCIPLE OF PUBLICITY

Anything entered in the registry is presumed to have effect “erga omnes”, which presumption then leads to the premise that anything entered in the registry is binding to all



Article 32

The ownership deeds or other real rights over real state property that are not duly entered or noted in the Registry of Deeds do not prejudice third party interests.

Article 33

Registration does not validate events or contracts that are lawfully specified to be null or void.



Article 34

Third party rights acquired in good faith through purchase from a person who appears in the Registry as empowered to transfer such right, shall be upheld once entered, even if thereafter the right or the assignor is cancelled or revoked for reasons not recorded in the Registry.

Third parties are always assumed to act in good faith, unless it is proved that they were aware of Registry inaccuracies.

Parties acquiring property or rights free of charge shall not be tendered greater registrational protection than that to which the decedent or transferring party is entitled.



**THANK YOU VERY MUCH FOR YOUR
ATTENTION**