



Republic of the Philippines
Supreme Court
Manila

2014 BAR EXAMINATIONS

CIVIL LAW

October 12, 2014

8:00 A.M. – 12:00 NN.

INSTRUCTIONS

1. This Questionnaire contains **FOURTEEN (14)** pages including these Instructions pages. Check the number of pages and the page numbers at the upper right hand corner of each page of this Questionnaire and make sure it has the correct number of pages and their proper numbers.

There are **THIRTY (30)** Essay and Multiple Choice Questions (MCQs) to be answered within *four (4) hours*.

The essay portion contains questions that are equivalent to *not less than 80%* of the whole examination, while the MCQ portion contains questions equivalent to *not more than 20%*.

2. Read each question very carefully and write your answers in your Bar Examination Notebook *in the same order the questions are posed*. Write your answers only on the *front*, not the back, page of every sheet in your Notebook. Note well the allocated percentage points for each number, question, or sub-question. In your answers, use the numbering system in the questionnaire.

If the sheets provided in your Examination Notebook are not sufficient for your answers, use the back page of every sheet of your Examination Notebook, starting at the back page of the first sheet and the back of the succeeding sheets thereafter.

3. Answer the Essay questions *legibly, clearly, and concisely*. Start each number on a separate page. An answer to a sub-question under the same number may be written continuously on the same page and the immediately succeeding pages until completed.

Your answer should demonstrate your ability to analyze the facts presented by the question, to select the material from the immaterial facts,

and to discern the points upon which the question turns. It should show your knowledge and understanding of the pertinent principles and theories of law involved and their qualifications and limitations. It should demonstrate your ability to apply the law to the given facts, and to reason logically in a lawyer-like manner to a sound conclusion from the given premises.

A mere “Yes” or “No” answer without any corresponding explanation or discussion will not be given any credit. Thus, always *briefly* but fully explain your answers although the question does not expressly ask for an explanation. At the same time, remember that a complete explanation does not require that you volunteer information or discuss legal doctrines that are not necessary or pertinent to the solution to the problem. You do not need to re-write or repeat the question in your Notebook.

4. MCQs are to be answered by writing in your Notebook the capital letter A, B, C, or D corresponding to your chosen answer. There is only one correct answer to every MCQ; choose the BEST answer from among the offered choices. Note that some MCQs may need careful analysis both of the questions and the choices offered.

5. Make sure you do not write *your name* or any *extraneous note/s* or *distinctive marking/s* on your Notebook that can serve as an identifying mark/s (such as names that are not in the given questions, prayers, or private notes to the Examiner).

Writing, leaving or making any distinguishing or identifying mark in the exam Notebook is considered cheating and can disqualify you for the Bar examinations.

You can use the questionnaire for notes you may wish/need to write during the examination.

**YOU CAN BRING HOME THIS QUESTIONNAIRE OR HAND IT
TOGETHER WITH YOUR NOTEBOOK**

**J. DIOSDADO M. PERALTA
Chairman
2014 Bar Examinations**

I.

Ariz and *Paz* were officemates at *Perlas ng Silangan Bank (PSB)*. They fell in love with each other and had a civil and church wedding. Meanwhile, *Paz* rapidly climbed the corporate ladder of PSB and eventually became its Vice-President, while *Ariz* remained one of its bank supervisors, although he was short of 12 units to finish his Masters of Business Administration (*MBA*) degree.

Ariz became envious of the success of his wife. He started to drink alcohol until he became a drunkard. He preferred to join his “*barkadas*”; became a wife-beater; would hurt his children without any reason; and failed to contribute to the needs of the family. Despite rehabilitation and consultation with a psychiatrist, his ways did not change.

After 19 years of marriage, *Paz*, a devout Catholic, decided to have their marriage annulled by the church. Through the testimony of *Paz* and a psychiatrist, it was found that *Ariz* was a spoiled brat in his youth and was sometimes involved in brawls. In his teens, he was once referred to a psychiatrist for treatment due to his violent tendencies. In due time, the National Appellate Matrimonial Tribunal (*NAMT*) annulled the union of *Ariz* and *Paz* due to the failure of *Ariz* to perform and fulfill his duties as a husband and as a father to their children. The *NAMT* concluded that it is for the best interest of *Paz*, *Ariz* and their children to have the marriage annulled.

In view of the *NAMT* decision, *Paz* decided to file a Petition for Declaration of Nullity of Marriage of their civil wedding before the Regional Trial Court (*RTC*) of Makati City using the *NAMT* decision and the same evidence adduced in the church annulment proceedings as basis.

If you are the judge, will you grant the petition? Explain. (5%)

II.

Crispin died testate and was survived by *Alex* and *Josine*, his children from his first wife; *Rene* and *Ruby*, his children from his second wife; and *Allan*, *Bea*, and *Cheska*, his children from his third wife.

One important provision in his will reads as follows:

“*Ang lupa at bahay sa Lungsod ng Maynila ay ililipat at ilalagay sa pangalan nila Alex at Rene hindi bilang pamana ko sa kanila kundi upang pamahalaan at pangalagaan lamang nila at nang ang sinuman sa aking mga anak, sampu ng aking mga apo at*”

kaapuapuhan ko sa habang panahon, ay may tutuluyan kung magnanais na mag-aral sa Maynila o sa kalapit na mga lungsod.”

Is the provision valid? **(4%)**

III.

The *Roman Catholic Church* accepted a donation of a real property located in Lipa City. A deed of donation was executed, signed by the donor, *Don Mariano*, and the donee, the *Church*, as represented by *Fr. Damian*. Before the deed could be notarized, *Don Mariano* died. Is the donation valid? **(4%)**

IV.

Nante, a registered owner of a parcel of land in Quezon City, sold the property to *Monica* under a deed of sale which reads as follows:

“That for and in consideration of the sum of ₱500,000.00, value to be paid and delivered to me, and receipt of which shall be acknowledged by me to the full satisfaction of *Monica*, referred to as Vendee, I hereby sell, transfer, cede, convey, and assign, as by these presents, I do have sold, transferred, ceded, conveyed and assigned a parcel of land covered by TCT No. 2468 in favor of the Vendee.”

After delivery of the initial payment of ₱100,000.00, *Monica* immediately took possession of the property. Five (5) months after, *Monica* failed to pay the remaining balance of the purchase price. *Nante* filed an action for the recovery of possession of the property. *Nante* alleged that the agreement was one to sell, which was not consummated as the full contract price was not paid. Is the contention of *Nante* tenable? Why? **(4%)**

V.

What is the effect of *preterition*? **(1%)**

- (A) It annuls the devise and legacy
- (B) It annuls the institution of heir
- (C) It reduces the devise and legacy
- (D) It partially annuls the institution of heir

VI.

Miko and *Dinah* started to live together as husband and wife without the benefit of marriage in 1984. Ten (10) years after, they separated. In 1996, they decided to live together again, and in 1998, they got married.

On February 17, 2001, *Dinah* filed a complaint for declaration of nullity of her marriage with *Miko* on the ground of psychological incapacity under Article 36 of the Family Code. The court rendered the following decision:

- “1. Declaring the marriage null and void;
2. Dissolving the regime of absolute community of property; and
3. Declaring that a decree of absolute nullity of marriage shall only be issued after liquidation, partition and distribution of the parties’ properties under Article 147 of the Family Code.”

Dinah filed a motion for partial reconsideration questioning the portion of the decision on the issuance of a decree of nullity of marriage only after the liquidation, partition and distribution of properties under Article 147 of the Code.

If you are the judge, how will you decide petitioner’s motion for partial reconsideration? Why? (4%)

VII.

Due to the continuous heavy rainfall, the major streets in Manila became flooded. This compelled *Cris* to check-in at *Square One Hotel*. As soon as *Cris* got off from his Toyota Altis, the *Hotel*’s parking attendant got the key of his car and gave him a valet parking customer’s claim stub. The attendant parked his car at the basement of the hotel. Early in the morning, *Cris* was informed by the hotel manager that his car was carnapped. (4%)

- (A) What contract, if any, was perfected between *Cris* and the *Hotel* when *Cris* surrendered the key of his car to the *Hotel*’s parking attendant?
(B) What is the liability, if any, of the *Hotel* for the loss of *Cris*’ car?

VIII.

Tess leased her 1,500 sq. m. lot in Antipolo City to *Ruth* for a period of three (3) years, from January 2010 to February 2013.

On March 19, 2011, *Tess* sent a letter to *Ruth*, part of which reads as follows:

“I am offering you to buy the property you are presently leasing at ₱5,000.00 per sq. m. or for a total of ₱7,500,000.00. You can pay the contract price by installment for two (2) years without interest.

I will give you a period of one (1) year from receipt of this letter to decide whether you will buy the property.”

After the expiration of the lease contract, *Tess* sold the property to her *niece* for a total consideration of ₱4 million.

Ruth filed a complaint for the annulment of the sale, reconveyance and damages against *Tess* and her *niece*. *Ruth* alleged that the sale of the leased property violated her right to buy under the principle of *right of first refusal*.

Is the allegation of *Ruth* tenable? (4%)

IX.

Spouses Macario and Bonifacia Dakila entered into a contract to sell with *Honorio Cruz* over a parcel of industrial land in Valenzuela, Bulacan for a price of Three Million Five Hundred Thousand Pesos (₱3,500,000.00). The *spouses* would give a downpayment of Five Hundred Thousand Pesos (₱500,000.00) upon the signing of the contract, while the balance would be paid for the next three (3) consecutive months in the amount of One Million Pesos (₱1,000,000.00) *per* month. The *spouses* paid the first two (2) installments but not the last installment. After one (1) year, the *spouses* offered to pay the unpaid balance which *Honorio* refused to accept.

The *spouses* filed a complaint for specific performance against *Honorio* invoking the application of the *Maceda Law*. If you are the judge, how will you decide the case? (4%)

X.

Dorotea leased portions of her 2,000 sq. m. lot to *Monet, Kathy, Celia, and Ruth* for five (5) years. Two (2) years before the expiration of the lease contract, *Dorotea* sold the property to *PM Realty and Development Corporation*. The following month, *Dorotea* and *PM Realty* stopped accepting rental payments from all the lessees because they wanted to terminate the lease contracts.

Due to the refusal of *Dorotea* to accept rental payments, the lessees, *Ruth, et al.*, filed a complaint for consignation of the rentals before the Regional Trial Court (RTC) of Manila without notifying *Dorotea*.

Is the consignation valid? (4%)

XI.

An easement that can be acquired by prescription: (1%)

- (A) Right of way
- (B) Watering of an animal
- (C) Lateral and subjacent support
- (D) Light and view

XII.

J.C. Construction (J.C.) bought steel bars from *Matibay Steel Industries (MSI)* which is owned by *Buddy Batungbacal*. *J.C.* failed to pay the purchased materials worth ₱500,000.00 on due date. *J.C.* persuaded its client *Amoroso* with whom it had receivables to pay its obligation to *MSI*. *Amoroso* agreed and paid *MSI* the amount of ₱50,000.00. After two (2) other payments, *Amoroso* stopped making further payments.

Buddy filed a complaint for collection of the balance of the obligation and damages against *J.C.* *J.C.* denied any liability claiming that its obligation was extinguished by reason of novation which took place when *MSI* accepted partial payments from *Amoroso* on its behalf.

Was the obligation of *J.C. Construction* to *MSI* extinguished by novation? Why? (4%)

XIII.

Esteban and *Martha* had four (4) children: *Rolando*, *Jun*, *Mark*, and *Hector*. *Rolando* had a daughter, *Edith*, while *Mark* had a son, *Philip*. After the death of *Esteban* and *Martha*, their three (3) parcels of land were adjudicated to *Jun*. After the death of *Jun*, the properties passed to his surviving spouse *Anita*, and son *Cesar*. When *Anita* died, her share went to her son *Cesar*. Ten (10) years after, *Cesar* died intestate without any issue. *Peachy*, *Anita's* sister, adjudicated to herself the properties as the only surviving heir of *Anita* and *Cesar*. *Edith* and

Philip would like to recover the properties claiming that they should have been reserved by *Peachy* in their behalf and must now revert back to them.

Is the contention of *Edith* and *Philip* valid? (4%)

XIV.

A *pedestrian*, who was four (4) months pregnant, was hit by a *bus driver* while crossing the street. Although the *pedestrian* survived, the fetus inside her womb was aborted. Can the *pedestrian* recover damages on account of the death of the fetus? (1%)

- (A) Yes, because of Article 2206 of the Civil Code which allows the surviving heirs to demand damages for mental anguish by reason of the death of the deceased.
- (B) Yes, for as long as the *pedestrian* can prove that she was not at fault and the *bus driver* was the one negligent.
- (C) No, because a fetus is not a natural person.
- (D) No, if the fetus did not comply with the requirements under Article 41 of the Civil Code.

XV.

Mr. Bong owns several properties in Pasig City. He decided to build a condominium named *Flores de Manila* in one of his lots. To fund the project, he obtained a loan from the *National Bank (NB)* secured by a real estate mortgage over the adjoining property which he also owned.

During construction, he built three (3) pumps on the mortgaged property to supply water to the condominium. After one (1) year, the project was completed and the condominium was turned over to the buyers. However, *Mr. Bong* failed to pay his loan obligation to *NB*. Thus, *NB* foreclosed the mortgaged property where the pumps were installed. During the sale on public auction of the mortgaged property, *Mr. Simon* won in the bidding. When *Mr. Simon* attempted to take possession of the property, the condominium owners, who in the meantime constituted themselves into *Flores de Manila Inc. (FMI)*, claimed that they have earlier filed a case for the declaration of the existence of an easement before the Regional Trial Court (*RTC*) of Pasig City and prayed that the easement be annotated in the title of the property foreclosed by *NB*. *FMI* further claimed that when *Mr. Bong* installed the pumps in his adjoining property, a voluntary easement was constituted in favor of *FMI*.

Will the action prosper? (4%)

XVI.

A congregation for religious women, by way of *commodatum*, is using the real property owned and registered in the name of *Spouses Manuel* as a retreat house.

Maria, a helper of the congregation discovered a chest in the backyard. When she opened the chest, it contained several pieces of jewelry and money. (4%)

- (A) Can the chest containing the pieces of jewelry and money be considered as hidden treasure?
- (B) Who has the right to claim ownership of it?

XVII.

On March 30, 2000, *Mariano* died intestate and was survived by his wife, *Leonora*, and children, *Danilo* and *Carlito*. One of the properties he left was a piece of land in Alabang where he built his residential house.

After his burial, *Leonora* and *Mariano*'s children extrajudicially settled his estate. Thereafter, *Leonora* and *Danilo* advised *Carlito* of their intention to partition the property. *Carlito* opposed invoking Article 159 of the Family Code. *Carlito* alleged that since his minor child *Lucas* still resides in the premises, the family home continues until that minor beneficiary becomes of age.

Is the contention of *Carlito* tenable? (4%)

XVIII.

Spouses Magtanggol managed and operated a gasoline station on a 1,000 sq. m. lot which they leased from *Francisco Bigla-awa*. The contract was for a period of three (3) years. When the contract expired, *Francisco* asked the *spouses* to peacefully vacate the premises. The *spouses* ignored the demand and continued with the operation of the gasoline station.

One month after, *Francisco*, with the aid of a group of armed men, caused the closure of the gasoline station by constructing fences around it.

Was the act of *Francisco* and his men lawful? Why? (4%)

XIX.

Who enjoys the *Right of Retention*? (1%)

- (A) Depositary until full payment of what may be due him in deposit.
- (B) Lessee if he advances the expenses for the repair of the leased premises.
- (C) Bailee if bailor owes him something.
- (D) Builder in bad faith for the recovery of necessary and useful expenses.

XX.

Mabuhay Elementary School organized a field trip for its Grade VI students in Fort Santiago, Manila Zoo, and Star City. To be able to join, the parents of the students had to sign a piece of paper that reads as follows:

“I allow my child (name of student), Grade – Section, to join the school’s field trip on February 14, 2014.

I will not file any claim against the school, administrator or teacher in case something happens to my child during the trip.”

Joey, a 7-year-old student of *Mabuhay Elementary School* was bitten by a snake while the group was touring Manila Zoo. The parents of *Joey* sued the school for damages. The school, as a defense, presented the waiver signed by *Joey’s* parents.

Was there a valid waiver of right to sue the school? Why? (4%)

XXI.

A delayed accession is: (1%)

- (A) formation of an island
- (B) avulsion
- (C) alluvium
- (D) change in the course of the riverbed

XXII.

On March 27, 1980, *Cornelio* filed an application for land registration involving a parcel of agricultural land that he had bought from *Isaac* identified as Lot No. 2716 with an area of one (1) hectare. During the trial, *Cornelio* claimed that he and his predecessors-in-interest had been in open, continuous, uninterrupted, public and adverse possession and occupation of the land for more than thirty (30) years. He likewise introduced in evidence a certification dated February 12, 1981 citing a presidential declaration to the effect that on June 14, 1980, agricultural lands of the public domain, including the subject matter of the application, were declared alienable and disposable agricultural land. (4%)

- (A) If you are the judge, will you grant the application for land registration of *Cornelio*?
- (B) Can *Cornelio* acquire said agricultural land through acquisitive prescription, whether ordinary or extraordinary?

XXIII.

After undergoing sex reassignment in a foreign country, *Jose*, who is now using the name of "*Josie*," married his partner *Ador*. Is the marriage valid? (1%)

- (A) Yes, the marriage is valid for as long as it is valid in the place where it is celebrated following Article 17 of the Civil Code.
- (B) Yes, the marriage is valid if all the essential and formal elements of marriage under the Family Code are present.
- (C) No, the marriage is not valid because one essential element of marriage is absent.
- (D) No, the marriage is not valid but is voidable because "*Josie*" concealed her real identity.

XXIV.

Ted, married to *Annie*, went to Canada to work. Five (5) years later, *Ted* became a naturalized Canadian citizen. He returned to the Philippines to convince *Annie* to settle in Canada. Unfortunately, *Ted* discovered that *Annie* and his friend *Louie* were having an affair. Deeply hurt, *Ted* returned to Canada and filed a petition for divorce which was granted. In December 2013, *Ted* decided to marry his childhood friend *Corazon* in the Philippines. In preparation for the wedding, *Ted* went to the Local Civil Registry of Quezon City where his marriage contract with *Annie* was registered. He asked the Civil Register to annotate the decree of divorce on his marriage contract with *Annie*. However, he was advised by the

National Statistics Office (*NSO*) to file a petition for judicial recognition of the decree of divorce in the Philippines.

Is it necessary for *Ted* to file a petition for judicial recognition of the decree of divorce he obtained in Canada before he can contract a second marriage in the Philippines? (4%)

XXV.

Mario executed his last will and testament where he acknowledges the child being conceived by his live-in partner *Josie* as his own child; and that his house and lot in Baguio City be given to his unborn conceived child. Are the acknowledgment and the donation *mortis causa* valid? Why? (4%)

XXVI.

Isaac leased the apartment of *Dorotea* for two (2) years. Six (6) months after, *Isaac* subleased a portion of the apartment due to financial difficulty. Is the sublease contract valid? (1%)

- (A) Yes, it is valid for as long as all the elements of a valid sublease contract are present.
- (B) Yes, it is valid if there is no express prohibition for subleasing in the lease contract.
- (C) No, it is void if there is no written consent on the part of the lessor.
- (D) No, it is void because of breach of the lease contract.

XXVII.

Fe, *Esperanza*, and *Caridad* inherited from their parents a 500 sq. m. lot which they leased to *Maria* for three (3) years. One year after, *Fe*, claiming to have the authority to represent her siblings *Esperanza* and *Caridad*, offered to sell the leased property to *Maria* which the latter accepted. The sale was not reduced into writing, but *Maria* started to make partial payments to *Fe*, which the latter received and acknowledged. After giving the full payment, *Maria* demanded for the execution of a deed of absolute sale which *Esperanza* and *Caridad* refused to do. Worst, *Maria* learned that the siblings sold the same property to *Manuel*. This compelled *Maria* to file a complaint for the annulment of the sale with specific performance and damages.

If you are the judge, how will you decide the case? (4%)

XXVIII.

Spouses Esteban and Maria decided to raise their two (2) nieces, *Faith* and *Hope*, both minors, as their own children after the parents of the minors died in a vehicular accident.

Ten (10) years after, *Esteban* died. *Maria* later on married her boss *Daniel*, a British national who had been living in the Philippines for two (2) years.

With the permission of *Daniel*, *Maria* filed a petition for the adoption of *Faith* and *Hope*. She did not include *Daniel* as her co-petitioner because for *Maria*, it was her former husband *Esteban* who raised the kids.

If you are the judge, how will you resolve the petition? (4%)

XXIX.

Timothy executed a Memorandum of Agreement (MOA) with *Kristopher* setting up a business venture covering three (3) fastfood stores known as “Hungry Toppings” that will be established at Mall Uno, Mall Dos, and Mall Tres.

The pertinent provisions of the MOA provides:

1. *Timothy* shall be considered a partner with thirty percent (30%) share in all of the stores to be set up by *Kristopher*;
2. The proceeds of the business, after deducting expenses, shall be used to pay the principal amount of ₱500,000.00 and the interest therein which is to be computed based on the bank rate, representing the bank loan secured by *Timothy*;
3. The net profits, if any, after deducting the expenses and payments of the principal and interest shall be divided as follows: seventy percent (70%) for *Kristopher* and thirty percent (30%) for *Timothy*;
4. *Kristopher* shall have a free hand in running the business without any interference from *Timothy*, his agents, representatives, or assigns, and should such interference happen, *Kristopher* has the right to buy back the share of *Timothy* less the amounts already paid on the principal and to dissolve the MOA; and
5. *Kristopher* shall submit his monthly sales report in connection with the business to *Timothy*.

What is the contractual relationship between *Timothy* and *Kristopher*? (4%)

XXX.

Joe Miguel, a well-known treasure hunter in Mindanao, executed a Special Power of Attorney (SPA) appointing his nephew, *John Paul*, as his attorney-in-fact. *John Paul* was given the power to deal with treasure-hunting activities on *Joe Miguel's* land and to file charges against those who may enter it without the latter's authority. *Joe Miguel* agreed to give *John Paul* forty percent (40%) of the treasure that may be found on the land.

Thereafter, *John Paul* filed a case for damages and injunction against *Lilo* for illegally entering *Joe Miguel's* land. Subsequently, he hired the legal services of *Atty. Audrey* agreeing to give the latter thirty percent (30%) of *Joe Miguel's* share in whatever treasure that may be found in the land.

Dissatisfied however with the strategies implemented by *John Paul*, *Joe Miguel* unilaterally revoked the SPA granted to *John Paul*.

Is the revocation proper? (4%)

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