



Republic of the Philippines
Supreme Court
Manila

2024 BAR EXAMINATIONS

CIVIL LAW

September 8, 2024
8:00 a.m. – 12 noon

#BarNiJLo2024
#MostValuableLaban
#MarVeLousBar

1.

Carlos and Chloe scheduled their intimate wedding on September 4, 2024 at 7:00 p.m. in Manila. Chloe purchased from Angelica a gold wedding ring with engraving “*Love, Carlos*” for PHP 1,000,000.00. Angelica promised to deliver the ring on or before the wedding day. On September 1, 2024, a weather bulletin warned that super typhoon *Enteng* will enter the country within three days. On September 4, 2024 at 6:00 a.m., typhoon *Enteng* and the enhanced southwest monsoon caused massive flooding that rendered major roads in Manila impassable to all kinds of vehicles. Angelica failed to deliver the ring in time for Carlos and Chloe’s wedding which pushed through despite the typhoon. Angelica delivered the ring the following day after the flood subsided. Chloe filed against Angelica a complaint for damages. Angelica denied liability and argued that typhoon is a fortuitous event. Chloe replied that typhoon is not a fortuitous event because its arrival was earlier announced. In any event, the typhoon will not exempt Angelica because of her negligence and default. Angelica was negligent when she failed to pay attention to the forecast and was in default when she delivered the ring after the wedding. **Is Angelica liable for damages due to default in complying with her obligation? Explain.**

2.

Viada and Blanco are best friends. In July 2024, Blanco sold to Castan a parcel of land registered in Viada’s name. Blanco signed the deed of absolute sale in behalf of Viada and pretended as his agent. In August 2024, Viada executed a special power of attorney (SPA) authorizing Blanco to sell the identical parcel of land. Blanco executed a deed of absolute sale in favor of Sanchez Roman who was aware of the prior conveyance of the same land to Castan. Thereafter, Castan learned of the subsequent transaction between Blanco and Sanchez Roman. Castan then filed against Sanchez Roman an action for annulment of sale. Castan argued that Sanchez Roman is in bad faith because of his knowledge of the prior sale. Sanchez Roman countered that the sale between Blanco and Castan is void for lack of Viada’s consent. Castan replied that the subsequent issuance of the SPA to Blanco ratified any defect in their transaction. **Who between Castan and Sanchez Roman has a better right over the parcel of land? Explain.**

3.

Alice and Sheila occupied a parcel of land which they inherited from their parents. In 2003, Alice executed an affidavit of self-adjudication over the property and was issued a certificate of title solely under her name. In August 2024, Sheila discovered that she was excluded from the certificate

of title. Sheila filed against Alice an action to reconvey the land based on implied trust. Sheila alleged continuous actual possession of the property and deprivation of share as compulsory heir. Alice countered that the prescriptive period to reconvey real property based on an implied trust is 10 years reckoned when she repudiated the trust in 2003 upon the issuance of certificate of title in her name. Thus, Sheila's action for reconveyance filed only in 2024 had already prescribed. **Is Sheila's cause of action to recover her share in the property from Alice already prescribed? Explain.**

4.

In 2017, Maloi leased her real property to Sheena for a period of 10 years with rental escalation clause which reads: "*For the first five years, the rental rate shall be PHP 10,000.00 per month subject to 10% increase for the succeeding years.*" In 2020, Sheena assigned to Colet her rights and obligations under the contract of lease. Colet then paid the agreed rentals to Maloi. In 2023, Colet paid PHP 10,000.00 monthly rent through postdated checks but were dishonored for having been drawn against a closed account. Maloi charged Colet with the crime of *estafa*. On the other hand, Maloi demanded from Sheena the unpaid rentals and stipulated increase in rent but was refused. Sheena denied liability and argued that her obligation was already extinguished when Colet substituted her as lessee. Sheena added that Maloi accepted rental payments from Colet. **Did novation extinguish Sheena's obligation under the contract of lease? Explain.**

5.

Primo, a French national and permanent resident of Canada, executed in the Philippines a holographic will which he entirely wrote, dated and signed. Primo enumerated in the will various real and personal properties situated in the Philippines, France and Canada. Primo bequeathed the properties in the Philippines to his parents, the properties in France to his siblings, and the properties in Canada to his wife and children. In 2024, Primo suffered a heart attack and died in Australia while attending a conference. Primo was survived by his wife, two children, parents, and three siblings. **What laws shall govern the formalities of Primo's holographic will, the distribution of his estate, and the qualifications of his heirs? Explain.**

6.

In 2021, Jesse and Celeste got married. After a year, Jesse took all their savings and abandoned Celeste for his paramour Diana. Jesse asked Diana to quit her job. Diana hesitated because she has no money and is drowning

in debts. Yet, Jesse promised to provide for all of Diana's needs. Jesse and Diana then lived together. The following day, Jesse and Diana bought a brand-new car. The vehicle was exclusively registered under Diana's name. Celeste learned of the purchase and filed an action to recover the vehicle from Diana. Celeste claimed that Jesse is still her lawful husband, and that the car is part of their community property. Diana countered that she and Jesse are co-owners of the vehicle. **Can Celeste recover the vehicle from Diana? Explain.**

7.

Lloyd had a long-time crush with his childhood friend Miggy. Lloyd always dreamed of building a family with Miggy but Philippine laws disapprove of same-sex marriages. Lloyd then migrated and established a career in Sweden. After several years, Lloyd applied for naturalization and was granted Swedish citizenship. Lloyd underwent gender-affirming surgery to resemble the woman gender identity. Lloyd also changed his sex from "male" to "female" and his name from "Lloyd" to "Laida" pursuant to Swedish law. Thereafter, Laida returned to the Philippines and married Miggy. **Is the marriage between Miggy and Laida valid? Explain.**

8.

In 1990, Monica was born during the marriage of her parents Anton and Steph. In 2024, Monica discovered that a certain Patrick signed as the father in her birth certificate. Monica looked for Patrick and was informed that he passed away a year earlier. Monica learned that Patrick was Steph's last boyfriend before she married Anton. Thereafter, Monica filed a complaint for partition of Patrick's estate. Monica claimed that she is the non-marital child of Patrick and Steph. Monica submitted her birth certificate where Patrick recognized her as his daughter. The heirs of Patrick opposed the complaint and argued that Monica is presumed the legitimate child of Anton and Steph pursuant to Article 164 of the Family Code which states that "*children conceived or born during the marriage of the parents are legitimate.*" The heirs of Patrick also invoked the rule that only the father can impugn the legitimacy of the child. **May Monica impugn her own legitimacy in an action for partition? Explain.**

9.

Zion purchased a condominium unit from Hammered Homes Realty (HHR) for PHP 10,000,000.00. Zion paid a down payment of PHP 2,000,000.00, while the balance of PHP 8,000,000.00 is payable for a period of 80 months at PHP 100,000.00 monthly installments. Zion started paying the monthly installments on April 15, 2022. Due to financial

difficulties, Zion started to default on his payments from June 15, 2024. Zion paid PHP 1,800,000.00 total monthly installments. On August 15, 2024, Zion received a notarized letter cancelling the contract to sell. Zion then went to the office of HHR to claim the cash surrender value of his payments pursuant to Republic Act No. 6552 entitled “Realty Installment Buyer Act” or the Maceda Law. **Is Zion entitled to cash surrender value? Explain.**

10.

Caloy died with a net estate of PHP 240 million, survived by his:

- (1) father - Cesar;
- (2) spouse - Grace;
- (3) legitimate children - Teddy and Bobbie;
- (4) illegitimate child - Rebreb; and
- (5) sisters - Alex and Gabbie.

In his will, Caloy instituted Rebreb as the sole heir. **How much can Rebreb receive from Caloy’s estate? Explain.**

11.

Rico mortgaged a parcel of land to Maris as security for a loan. In the mortgage contract, Rico appointed Maris as attorney-in-fact for the purpose of selling the land in case of default in the payment of loan. Rico failed to pay his obligation. Maris then purchased the land from Rico through a deed of absolute sale. Later, Rico questioned the mortgage contract because it violates the prohibition against *pactum commissorium*. As such, the subsequent sale is also void. **Is the sale between Rico and Maris valid? Explain.**

12.

Kiko leased a parcel of land to Jackie from January to December 2024 or for a period of one year. In July 2024, Kiko sent to Jackie a letter which reads: “*I am giving you the first opportunity to buy the leased property for PHP 1,000,000.00. You have until the expiration of the lease contract within which to decide.*” Immediately, Jackie informed Kiko that she will buy the leased property for PHP 800,000.00. Kiko did not reply to Jackie. In August 2024, Jackie learned that Kiko sold the leased property to Bogs for PHP 800,000.00. Aggrieved, Jackie filed an action against Kiko and Bogs to rescind their contract of sale. Jackie claimed that the sale transaction violated her right of first refusal, and that she must be allowed to buy the property at a similar price of PHP 800,000.00. **Can Jackie**

rescind the contract of sale between Kiko and Bogs for the alleged violation of her right of first refusal? Explain.

13.

Klyde and his predecessors-in-interest had been in open, continuous, exclusive and notorious possession and occupation of a 10-hectare agricultural land of the public domain under a *bona fide* claim of ownership since 1995. In 2015, the property had been declared alienable and disposable. In 2020, Klyde applied for registration of the lot. The Register of Deeds denied the application because Klyde did not occupy the property since time immemorial or before June 12, 1945. **Is the Register of Deeds justified in denying registration of the property in favor of Klyde based on lack of occupation since time immemorial? Explain.**

14.

In 2015, Sergio and Calista got married. In 2019, Sergio started complaining about his recurring and severe migraines. Sergio then left without informing Calista his whereabouts. Eventually, Calista fell in love with her best friend Albert. In 2024, Calista filed a summary proceeding to declare Sergio presumptively dead so she can marry Albert. Calista alleged that Sergio's only known relative is his brother, Robert, who lives in Cotabato City. Calista wrote to Robert and asked him about Sergio. Robert replied that he does not have any idea where to find Sergio. Calista also tried to inquire from Sergio's friends but to no avail. Thus, Calista honestly believed that Sergio is already dead. **Is Calista's petition for declaration of presumptive death meritorious? Explain.**

15.

Ginny arrived at Star Viva Hotel (SVH) and entrusted the ignition key of her vehicle to parking attendant Marco, who in turn, issued a valet parking customer claim stub. After parking the vehicle, Marco placed the ignition key inside a safety box. Ginny proceeded to the hotel lobby to check in. At midnight, the hotel security officer informed Ginny that her vehicle was carnapped. Ginny filed against SVH an action for damages for the loss of the vehicle. In its answer, SVH denied responsibility for any loss or damage to vehicles in the parking area since the valet parking service is a special privilege given for the convenience of hotel guests. **Is SVH liable for the loss of Ginny's vehicle? Explain.**

16.

In 2021, Kynan was born to live-in partners Popoy and Basha. After a year, Popoy and Basha parted ways due to irreconcilable differences.

Basha worked as a market vendor to support Kynan and often left him in the care of his maternal grandmother. Popoy occasionally sent money for Kynan's needs. Later, Basha had a discreet romantic affair with her best friend Helen. In 2024, Popoy filed a case for the sole custody of Kynan and alleged that Basha is an unfit mother. Popoy argued that Basha's lesbian relationship is not conducive to the proper moral development of Kynan. Basha countered that she is able to take care of and provide for Kynan despite her meager income. **Are there compelling reasons to deprive Basha of Kynan's custody? Explain.**

17.

Lennon made a last will and testament which contained two simple dispositions, to wit: "*First, I am leaving one-half of my estate in favor of the poor.... Second, I am leaving the other half of my estate in favor of my soul....*" Lennon named Atty. Manresa as executor and instructed him to carry out the provisions of his will. In 2024, Lennon died single and childless. Thereafter, Lennon's will was presented for probate. The siblings of Lennon opposed the probate of the will and claimed his entire estate through intestate succession. The siblings of Lennon argued that his testamentary dispositions are void because the first is in favor of an unknown person while the second is for a beneficiary without civil personality. **Are the dispositions in Lennon's will void? Explain.**

18.

Sharon owned a parcel of land adjoining the sea with flat terrain at the center and elevated rocky northern part. Sharon executed a written instrument where she donated the portion with flat terrain to Nicholas who accepted it in the same instrument. After survey, Nicholas discovered that the land described in the deed of donation refers to the rocky northern portion. However, Sharon already died without correcting the mistake. Nicholas asked the heirs of Sharon to execute an amended deed of donation over the flat terrain but was refused. Nicholas filed against the heirs of Sharon an action for reformation of instrument to reflect the real intention of the parties. **May the trial court compel the heirs of Sharon to reform the instrument and execute an amended deed of donation? Explain.**

19.

On July 5, 2024, Odrey and Jeboy executed a notarized agreement for the sale of real property which reads: "*Odrey agrees to sell Lot 0416 to Jeboy for a total consideration of PHP 1,000,000.00. Upon full payment of the purchase price, Odrey will execute a deed of absolute sale in favor of Jeboy.*" The following day, Jeboy recorded the instrument with the

Register of Deeds. On August 5, 2024, Odrey and Lorenz executed a notarized document over the same parcel of land which reads: *“for and in consideration of PHP 1,000,000.00, receipt of which is hereby acknowledged, Odrey hereby sells, transfers, and conveys and by these presents sold, transferred, and conveyed Lot 0416 to Lorenz.”* The deed between Odrey and Lorenz was not registered. Later, Jeboy discovered the transaction between Odrey and Lorenz. Jeboy invoked the rules on double sale and argued that he has a better right because he is the first registrant in good faith. **Will the rules on double sale apply? Explain.**

20.

Alan, a mall security guard, negligently shot Kazuto, a customer who died on the spot. The heirs of Kazuto filed an action for damages against Alan, for his own negligence, and his employer, Ryota Security Agency (RSA), for failure to observe diligence in the selection and supervision of its employees. In due course, the trial court ruled that both Alan and RSA are negligent and ordered them to pay damages in favor of the heirs of Kazuto, to wit:

FOR THESE REASONS, the complaint for quasi-delict is **GRANTED**. Alan is civilly liable to pay the heirs of Kazuto PHP 1,000,000.00 actual damages, PHP 500,000.00 moral damages, and PHP 500,000.00 exemplary damages. Ryota Security Agency, as employer, is subsidiarily liable to pay the award of damages in case of the employee’s insolvency.

The award of damages shall earn interest at the rate of 12% from filing of the complaint until finality of the decision.

SO ORDERED.

Did the trial court properly impose the civil liabilities of Alan and RSA? Explain.