



Republic of the Philippines

Supreme Court

Manila

## 2022 BAR EXAMINATIONS

### CIVIL LAW I

November 16, 2022

8:00 a.m. to 12:00 nn

### INSTRUCTIONS

1. **This is a 4-hour examination consisting of 15 items, each worth 5 points.** If the item contains sub-questions, please mark your answer separately with “(a)” followed by the corresponding answer, then “(b)” followed by the answer.
2. **Read each question carefully.** Do not assume facts that are not provided in the question.
3. **Answer the questions clearly and concisely.** Your answer should demonstrate your ability to analyze the facts, identify issues, apply the law and jurisprudence, and arrive at a sound and logical conclusion. A mere “Yes” or “No” answer, or a mere legal conclusion without an explanation will not be given full credit.
4. **Allocate your time efficiently.** The items are in random sequence. You may skip items and move to items that you may find easier to answer. Use the 'Flag' feature so that you can return to the unanswered items.
5. **Do not write your name, distinguishing marks, or extraneous words or phrases in any of your answers.** This may be considered cheating and may disqualify you from the entire Bar Examinations.
6. **Do not type your final answer in the notes box, which is an optional tool.** Any text written in the notes box will not be included in your final answer.

7. **Technical issues during the exam are rare, but if you experience one, do not panic. Do not attempt to submit your exam answers.** Call the attention of your proctor for assistance.
8. If you need to step out of the room, **use the Hide Screen feature** to prevent anyone else from seeing your answers.
9. **You have until 12:00 noon to finish the exam.** Make sure you have completed and reviewed your answers before then. When submitting, the system will ask you one more time to confirm if you are ready to submit your answer file, to give you another opportunity to review your answers.
10. **Once done, show your proctor the green screen confirming your submission.** If the green screen does not appear, check with your proctor before leaving the room.



**ALFREDO BENJAMIN S. CAGUIOA**

*Associate Justice and*

*2022 Bar Examinations Chairperson*

1. Noel is the son of spouses Marie and Benedict. Benedict has passed away. For Noel's 7<sup>th</sup> birthday, his paternal grandparents offered to organize and pay for his birthday party. In coordination with Marie, the grandparents booked the party venue, signed the contracts with the caterer and the entertainers, finalized the guest list, and paid all amounts due. Marie promised to them to bring Noel to the party.

A week before the scheduled birthday party, Marie decided that she would not bring Noel to the party, and that she would instead take him on an out-of-town trip on the day of the party. Marie could not forget that her parents-in-law initially opposed Benedict's marriage to her because she was a former burlesque dancer.

Marie did not notify the grandparents of her plan to skip the birthday party. During the party, the grandparents kept trying to get in touch with her but she ignored all their calls. The grandparents and the guests who went to the party were very dismayed that Noel was not present. When the grandparents asked Marie why she did not bring Noel to the party, she simply replied, "*I am his mother, and I decide where he goes!*" To which, Noel's grandmother retorted, "*Anak mo lang s'ya! Hindi mo s'ya pag-aari!*"

The grandparents seek your advice on whether there is legal basis to hold Marie liable for the damages that they have suffered as a result of her acts.

**What is your advice? Explain briefly. (5 points)**

2. Razna and Junsì got married in 2015 and were blessed with two children, Zarah and Mica. In 2020, because of the COVID-19 pandemic, the entire family had to spend 24 hours together every day in their small house. Razna observed that although Junsì continued to work from home to support the family, he began to exhibit paranoia, and constantly kept making sure that they always washed their hands and rubbed them with alcohol ten times before eating. Junsì also always wore a face mask, face shield and hazmat in the house, except when he was alone in the room. Junsì began sleeping separately from Razna and their children. He believed that other people who wanted to meet him in person were actively trying to harm him by exposing him to the virus.

In early 2022, Razna filed a petition for declaration of nullity of her marriage with Junsì on the ground of psychological incapacity under Article 36 of the Family Code, citing his atypical behavior. She presented the testimony of a doctor, who proved that Junsì was suffering from psychotic paranoia due to intense stress, which accounted for his belief in things that are not real.

**Should Razna's petition be granted? Explain briefly. (5 points)**

3. Before they married in 2000, Nonoy and Daday signed a marriage settlement wherein they agreed that their property relations as husband and wife would be governed by the conjugal partnership of gains. While the marriage was subsisting, they acquired a parcel of land using conjugal funds. The Register of Deeds issued a transfer certificate of title over the said land in the name of "*Nonoy, married to Daday*".

Nonoy sold the parcel of land to Barby without Daday's consent. Daday was not aware of the sale and did not sign the contract of sale. A year after Nonoy and Barby signed the contract of sale, Daday died. When the children of Nonoy and Daday learned about the sale to Barby, they questioned its validity since Daday had not consented to the sale. Nonoy's position is that Daday's consent was not required because the property was registered in his name.

**Is the sale to Barby valid? Explain briefly. (5 points)**

4. [This item has two questions.] In 2013, Agaton, then 70 years old, executed a will wherein he bequeathed his entire estate to his acknowledged illegitimate son Karl. Agaton entrusted the original copy of the 2013 will to Karl. In 2014, Karl joined a group of mercenaries to fight in Crimea alongside the Russians. After Russia's annexation of Crimea, Karl did not return to the Philippines and was never heard of. Five years later, in 2019, Agaton executed a codicil which provided the following: *"Because of the death of Karl, I revoke my 2013 will. I hereby recognize Gian as my other illegitimate son, and hereby bequeath to him my entire estate."* Agaton died in 2020.

During the probate of Agaton's 2019 codicil, Karl appeared in court, presented the 2013 will, contested the validity of its revocation, opposed the probate of the 2019 codicil, and sought the probate of the 2013 will. Both the 2013 will and 2019 codicil were immaculate as to form.

**(a) Did the 2019 codicil revoke the 2013 will? Explain briefly.**

**(b) Distribute the estate of Agaton. Explain briefly.**

**(5 points)**

5. Joey was the legitimate son of Ron and May. Joey died intestate and was survived by his wife Kathy and their two legitimate children, Luis and Clarisse. Several months after Joey died, Ron also died intestate. Ron was survived by his wife May, daughter Mercy (full-sibling of Joey), and the children of Joey (Luis and Clarisse).

**Distribute the estate of Ron. Explain briefly. (5 points)**

6. [This item has two questions.] Jungkook, who owns a building, leases the same to Gel with the following terms: (i) the lease is for a period of ten years; (ii) the yearly rental is Php 1,200,000.00 payable within the first ten days of the current year; and (iii) in case of breach of any of the provisions of the lease, Gel is liable to pay Jungkook five monthly rentals and attorney's fees. Five years into the lease, Gel sends a notice to terminate the lease and offers to pay five monthly rentals. Despite Jungkook's objections, Gel vacates the premises. Jungkook sues Gel for the rentals due for the remaining five years of the lease. Gel takes the position that her liability should only be limited to five monthly rentals and attorney's fees.

**(a) Is there a penalty clause in the lease agreement? Explain briefly.**

**(b) As between Jungkook and Gel, who is correct? Explain briefly.**

**(5 points)**

7. Brenda saw the online advertisement of Evelyn, who sells limited edition sneakers. Through an exchange of text messages, Evelyn and Brenda agreed that: (i) Evelyn will sell to Brenda a pair of brand-new sneakers for Php 25,000.00; (ii) Brenda will deposit the purchase price in Evelyn's bank account; and (iii) Evelyn will deliver the sneakers within ten days from deposit. Brenda deposited the purchase price and Evelyn acknowledged receipt thereof.

Before the delivery of the sneakers, Evelyn received an offer from Rosela to buy the same sneakers for Php 35,000.00. Evelyn candidly tells Brenda that she is selling the sneakers at a higher price to another buyer, and sends this text message to Brenda: "*Sizt, may iba pala akong buyer na mas malaki yung offer, sorry! Balik ko nalang bayad mo, keri?*" Evelyn claims that since the sneakers have not yet been delivered to Brenda, she can still withdraw the offer.

**Is Evelyn's contention tenable? Explain briefly. (5 points)**

8. In 2017, Alma orally sold a parcel of unregistered land to the spouses Ray and Shane for Php 500,000.00. Upon receipt of the initial payment of Php 350,000.00, Alma delivered possession of the land to the spouses. Shortly thereafter, Alma died. In order to formalize the sale, Ray and Shane convinced Josie, one of Alma's children, to sign a notarized deed of confirmation of sale. In consideration thereof, Josie received Php 150,000.00 representing the balance of the purchase price. On the strength of the notarized confirmation of sale, the spouses were able to transfer the tax declaration of the property in their names. Later, Josie died.

In 2020, the surviving children of Alma discovered the oral sale of the land to Ray and Shane. They demanded the return of the property on the following grounds: (i) the oral contract of sale is void because it does not appear in a public instrument; and (ii) assuming the sale is not void, it is unenforceable under the Statute of Frauds. Ray and Shane insisted that the sale of the land to them was both valid and enforceable.

**Are the contentions of the heirs of Alma tenable? Explain briefly. (5 points)**

9. Aida, for the consideration of Php 5,000,000.00, sold her parcel of land to Lorna, as evidenced by a notarized Deed of Sale. Lorna, however, failed to deliver the amount in full, paying only Php 500,000.00 as down payment. Because of the non-payment of the balance, Aida simply sold the same parcel of land to Fe with the intention of returning to Lorna the Php 500,000.00 down payment.

**Who among Aida, Lorna, and Fe owns the property? Explain briefly. (5 points)**

10. Laica and Jessica, who are best friends, are both engaged in moneylending at predatory interest rates. Running out of funds, Laica borrows Php 2,000,000.00 from

Jessica for two months at a monthly interest rate of 10%. Jessica releases the borrowed amount after Laica signs a promissory note. Laica then relends to Monica the borrowed amount of Php 2,000,000.00 for two months, at an interest rate of 30%. After two months, Laica fails to pay Jessica, prompting Jessica to file a collection suit against the former, for the Php 2,000,000.00 principal and 10% interest per month pursuant to their agreement. Laica counters that the monthly interest rate of 10% is exorbitant and should be reduced to the legal rate of interest at 6% per annum.

**Which between the positions of Laica and Jessica is tenable? Explain briefly. (5 points)**

11. Leon is the owner of a condominium unit located directly above the condominium unit owned by Anj. In 2014, Leon undertook renovations in his unit's bathroom, which caused water to leak from his bathroom down to Anj's unit, and caused extensive damage to Anj's belongings. As Anj had obtained property insurance on her unit and its contents from Proverbial Insurance Co. (PIC), Anj was able to recover the value of the damage in September 2016.

In October 2022, PIC, as subrogee of Anj, sued Leon to recover the insurance proceeds it paid to Anj. Leon interposed prescription to dismiss the suit of PIC. PIC counters that the payment of the insurance proceeds in 2016 created, by way of legal subrogation, a 10-year period within which to file the suit against Leon.

**Is PIC correct? Explain briefly. (5 points)**

12. Gio, single, joined a marathon organized by Takbo Co. For lack of alternative routes, the marathon course included a public road which was not blocked-off from vehicles. Takbo Co. solicited the sponsorship of Kotse Corp. for added financial support. Gio was hit by a jeepney driven by JD on the public road and died. The parents of Gio sued Takbo Co. and Kotse Corp. for damages. The court ruled that Kotse Corp. is solidarily liable for damages with Takbo Co. for being one of the principal movers of the event due to its sponsorship.

**Is the court correct? Explain briefly. (5 points)**

13. Eka, a Filipina, and Du-guil, a Korean, married in the Philippines. Thereafter, they moved to Seoul, South Korea. While there, Du-guil began to ignore Eka. He was always out with his friends and usually came home drunk. When Eka could not take their marital situation anymore, she asked for a divorce. Du-guil agreed on the condition that Eka would be the one to file for divorce, and that the ground should be "no fault", meaning, neither of them is at fault or neither would be accused of any wrongdoing. After the divorce, Eka went back to the Philippines and filed a case to have the judgment of divorce recognized. The Regional Trial Court (RTC) denied Eka's petition because she alone filed for divorce, in violation of the second paragraph of Article 26 of the Family Code. According to the RTC, Article 26 requires that either the foreign spouse alone initiates the filing of the divorce or, at the very least, Eka and Du-guil should have filed for divorce jointly.

**Is the RTC correct? Explain briefly. (5 points)**

14. During Remy's pregnancy, her father Gavin executed a will bequeathing his rest house in Calatagan, Batangas to Remy's unborn child. While Gavin and Remy, who was then seven months pregnant, were on their way to Calatagan, they figured in a car accident on December 1, 2021 which resulted in the instantaneous death of Gavin and the premature delivery of Remy on the same day. At 8:30 a.m. on December 3, 2021, the newborn baby died.

**Is the devise in favor of the baby valid? Explain briefly. (5 points)**

15. [This item has two questions.] Miguel, who died single and childless, was survived by his two legitimate brothers Romy and Rolly, and his nephews Arno and Pabs, the legitimate sons of his predeceased legitimate brother Edgar. Before his death, Miguel executed a one-page notarial will, inclusive of an attestation clause and a notarial acknowledgment, with only one testamentary disposition bequeathing his entire estate to Romy and Rolly. The will was not paginated and was attested by four witnesses: Uno, Dos, Tres, and Quatro. It was the eve of Quatro's 17<sup>th</sup> birthday when the will was executed. The will was written in the Ilocano dialect which Miguel knew and understood, but the witnesses did not. Miguel and the witnesses signed at the end of the testamentary disposition. The attestation was also written in the Ilocano dialect which, when translated to the English language, reads as follows:

*"This will of Miguel was written in ONE page. We, the attesting witnesses, signed at the end of the will and at the bottom of this attestation in the presence of Miguel and of each of us."*

Each of the four witnesses signed below the attestation clause. Because none of the witnesses knew and understood the Ilocano dialect, the attestation was interpreted to them by Miguel's lawyer who was present to notarize the will.

**(a) Does the fact that the will was written in a dialect known only to Miguel invalidate the will? What about the absence of the marginal signatures of the testator and the witnesses? Explain briefly.**

**(b) May the will nonetheless be admitted to probate? Explain briefly.**

**(5 points)**