

**Bar Examination Questionnaire for Civil Law
Set A**

(1) When does a declaration of absence of a missing person take effect?

- (A) Immediately from the issuance of the declaration of absence.
- (B) 3 months after the publication of the declaration of absence.
- (C) 6 months after the publication of the declaration of absence.
- (D) 15 days from the issuance of the declaration of absence.

(2) The authority that school administrators exercise over school children under their supervision, instruction, or custody is called

- (A) legal parental authority.
- (B) substitute parental authority.
- (C) ordinary parental authority.
- (D) special parental authority.

(3) Can future inheritance be the subject of a contract of sale?

- (A) No, since it will put the predecessor at the risk of harm from a tempted buyer, contrary to public policy.
- (B) Yes, since the death of the decedent is certain to occur.
- (C) No, since the seller owns no inheritance while his predecessor lives.
- (D) Yes, but on the condition that the amount of the inheritance can only be ascertained after the obligations of the estate have been paid.

(4) Upon the proposal of a third person, a new debtor substituted the original debtor without the latter's consent. The creditor accepted the substitution. Later, however, the new debtor became insolvent and defaulted in his obligation. What is the effect of the new debtor's default upon the original debtor?

- (A) The original debtor is freed of liability since novation took place and this relieved him of his obligation.
- (B) The original debtor shall pay or perform the obligation with recourse to the new debtor.
- (C) The original debtor remains liable since he gave no consent to the substitution.

(D) The original debtor shall pay or perform 50% of the obligation to avoid unjust enrichment on his part.

(5) Lennie bought a business class ticket from Alta Airlines. As she checked in, the manager downgraded her to economy on the ground that a Congressman had to be accommodated in the business class. Lennie suffered the discomfort and embarrassment of the downgrade. She sued the airlines for quasi-delict but Alta Airlines countered that, since her travel was governed by a contract between them, no quasi-delict could arise. Is the airline correct?

(A) No, the breach of contract may in fact be tortious as when it is tainted as in this case with arbitrariness, gross bad faith, and malice.

(B) No, denying Lennie the comfort and amenities of the business class as provided in the ticket is a tortious act.

(C) Yes, since the facts show a breach of contract, not a quasi-delict.

(D) Yes, since quasi-delict presupposes the absence of a pre-existing contractual relation between the parties.

(6) Which of the following is an indispensable requirement in an action for "quieting of title" involving real property? The plaintiff must

(A) be in actual possession of the property.

(B) be the registered owner of the property.

(C) have legal or equitable title to the property.

(D) be the beneficial owner of the property.

(7) X and Y were to marry in 3 months. Meantime, to express his affection, X donated a house and lot to Y, which donation X wrote in a letter to Y. Y wrote back, accepting the donation and took possession of the property. Before the wedding, however, Y suddenly died of heart attack. Can Y's heirs get the property?

(A) No, since the marriage did not take place.

(B) Yes, since all the requisites of a donation of an immovable are present.

(C) No, since the donation and its acceptance are not in a public instrument.

(D) Yes, since X freely donated the property to Y who became its owner.

(8) Rene and Lily got married after a brief courtship. After one month, Lily discovered that while Rene presented himself as a macho man he was actually gay. He would not go to bed with her. He kept obscene magazines of nude men and always sought the company of handsome boys. What legal remedy does Lily have?

(A) She can file an action for annulment of marriage on ground of fraud.

(B) She can seek a declaration of nullity of the marriage based on Renes psychological incapacity.

(C) She can go abroad and file for divorce in a country that can grant it.

(D) She has none since she had the opportunity to examine the goods and freely entered into the marriage.

(9) Lucio executed a simple deed of donation of P50 million on time deposit with a bank in favor of A, B, C, D, and E, without indicating the share of each donee. All the donees accepted the donation in writing. A, one of the donees, died. Will B, C, D, and E get As share in the money?

(A) Yes, accretion will automatically apply to the joint-donees in equal shares.

(B) Yes, since the donors intention is to give the whole of P50 million to the jointdonees in equal shares.

(C) No, A"s share will revert to the donor because accretion applies only if the joint-donees are spouses.

(D) No, As share goes to his heirs since the donation did not provide for reversion to donor.

(10) Raul, Ester, and Rufus inherited a 10-hectare land from their father. Before the land could be partitioned, however, Raul sold his hereditary right to Raffy, a stranger to the family, for P5 million. Do Ester and Rufus have a remedy for keeping the land within their family?

(A) Yes, they may be subrogated to Raffys right by reimbursing to him within the required time what he paid Raul.

(B) Yes, they may be subrogated to Raffys right provided they buy him out before he registers the sale.

(C) No, they can be subrogated to Raffys right only with his conformity.

(D) No, since there was no impediment to Raul selling his inheritance to a stranger.

(11) When one exercises a right recognized by law, knowing that he thereby causes an injustice to another, the latter is entitled to recover damages. This is known as the principle of

(A) res ipsa loquitur.

(B) damnum absque injuria.

(C) vicarious liability.

(D) abuse of rights.

(12) Which of the following is NOT a basis for rendering a disinheritance defective or imperfect?

(A) Its cause comes from the guilt of a spouse in a legal separation case, the innocent-spouse having died.

(B) The truth of its cause is denied and not sufficiently proved by evidence.

(C) Its cause is not authorized by the law.

(D) Its cause is not specified.

(13) Manuel came to Manila and married Marianne. Unknown to Marianne, Manuel had been previously convicted in Palawan of theft and served time for it. After Marianne learned of his previous conviction, she stopped living with him. Can Marianne seek the annulment of the marriage based on Manuel's nondisclosure of his previous crime?

(A) No, since the assumption is that marriage forgives all past wrongs.

(B) Yes, since the non-disclosure of that crime is the equivalent of fraud, which is a ground for annulment.

(C) No, in case of doubt, the law must be construed to preserve the institution of marriage.

(D) No, since Manuel already served the penalty for his crime.

(14) Arthur and Helen, both Filipinos, got married and had 2 children. Arthur later worked in Rome where he acquired Italian citizenship. He got a divorce from Helen in Rome but, on returning to the Philippines, he realized his mistake, asked forgiveness of his wife, and resumed living with her. They had 2 more children. What is the status of their 4 children?

(A) The children born before the divorce are legitimate but those born after it are not since Arthur got the divorce when he had ceased to be a Filipino.

(B) The divorce rendered illegitimate the children born before it since the marriage that begot them had been nullified.

(C) The children born before and after the divorce are all legitimate since Philippine law does not recognize divorce.

(D) All the children are legitimate since they were born of the same father and mother.

(15) Who can make a donation?

(A) All persons who can enter into contracts and dispose of their property.

(B) All persons who are of legal age and suffer from no civil interdiction.

(C) All persons who can make a last will and testament.

(D) All persons, whether natural or artificial, who own property.

(16) The liability of the partners, including industrial partners for partnership contracts entered into in its name and for its account, when all partnership assets have been exhausted is

(A) Pro-rata.

(B) Joint.

(C) Solidary.

(D) Voluntary.

(17) When can a missing person who left someone to administer his property be declared an absentee by the court? When he has been missing for

(A) 2 years from the receipt of the last news about him.

(B) 7 years from the receipt of the last news about him.

(C) 10 years from the receipt of the last news about him.

(D) 5 years from the receipt of the last news about him.

(18) Which of the following claims against the debtor enjoys preference over the others with respect to his specific immovable property and real rights?

(A) Unpaid price of real property sold, upon the immovable property.

(B) Mortgage credits recorded in the registry of property, upon the mortgaged real estate.

(C) Taxes due, upon the land or building.

(D) Expenses for the preservation and improvement of property, when the law authorizes reimbursement, upon the preserved or improved immovable.

(19) When bilateral contracts are vitiated with vices of consent, they are rendered

(A) rescissible.

(B) void.

(C) unenforceable.

(D) voidable.

(20) An agent, authorized by a special power of attorney to sell a land belonging to the principal succeeded in selling the same to a buyer according to the instructions given the agent. The agent executed the deed of absolute sale on behalf of his principal two days after the principal died, an event that neither the agent nor the buyer knew at the time of the sale. What is the standing of the sale?

(A) Voidable.

(B) Valid.

(C) Void.

(D) Unenforceable.

(21) Spouses A and B leased a piece of land belonging to B's parents for 25 years. The spouses built their house on it worth P300,000.00. Subsequently, in a case that C filed against A and B, the court found the latter liable to C for P200,000.00. When the sheriff was attaching their house for the satisfaction of the judgment, A and B claimed that it was exempt from execution, being a family home. Is this claim correct?

(A) Yes, because while Bs parents own the land, they agreed to have their daughter build her family home on it.

(B) No, because there is no judicial declaration that it is a family home.

(C) No, since the land does not belong to A and B, it cannot qualify as a family home.

(D) Yes, because the A and Bs family actually lives in that house.

(22) Solomon sold his coconut plantation to Aragon, Inc. for P100 million, payable in installments of P10 million per month with 6% interest per annum. Solomon married Lorna after 5 months and they chose conjugal partnership of gains to govern their property relations. When they married, Aragon had an unpaid balance of P50 million plus interest in Solomons favor. To whom will Aragons monthly payments go after the marriage?

(A) The principal shall go to the conjugal partnership but the interests to Solomon.

(B) Both principal and interests shall go to Solomon since they are his exclusive properties.

(C) Both principal and interests shall go to the conjugal partnership since these become due after the marriage.

(D) The principal shall go to Solomon but the interests to the conjugal partnership.

(23) X and Y, although not suffering from any impediment, cohabited as husband and wife without the benefit of marriage. Following the birth of their child, the couple got married. A year after, however, the court annulled the marriage and issued a decree of annulment. What is the present status of the child?

(A) Legitimated.

(B) Illegitimate.

(C) Natural child.

(D) Legitimate.

(24) When A and B married, they chose conjugal partnership of gains to govern their property relations. After 3 years, B succeeded in getting her marriage to A annulled on ground of the latters psychological incapacity. What liquidation procedure will they follow in disposing of their assets?

(A) They will follow the rule governing the liquidation of a conjugal partnership of gains where the

party who acted in bad faith forfeits his share in the net profits.

(B) Since the marriage has been declared void, the rule for liquidation of absolute community of property shall be followed.

(C) The liquidation of a co-ownership applies since the annulment brought their property relation under the chapter on property regimes without marriage.

(D) The law on liquidation of partnerships applies.

(25) X and Y agreed verbally before their marriage (a) on the paternity of the illegitimate child of Y and (b) on the economic regime that will govern X and Ys property relations. Is the verbal agreement valid?

(A) No, because a marriage settlement to be valid should be in writing.

(B) Yes, since ante-nuptial agreements need not be in writing.

(C) No, because a marriage settlement cannot include an agreement on the paternity of an illegitimate child.

(D) Yes, since even if it is not a valid marriage settlement, it is a valid verbal contract.

(26) Spouses X and Y have a minor daughter, Z, who needs support for her education. Both X and Y, who are financially distressed, could not give the needed support to Z. As it happens, Zs other relatives are financially capable of giving that support. From whom may Z first rightfully demand support? From her

(A) grandfather.

(B) brother.

(C) uncle.

(D) first cousin.

(27) Fidel, a Filipino with fair complexion, married Gloria. Before the marriage, Gloria confessed to Fidel that she was two-month pregnant with the child of a black African who had left the country for good. When the child was born, Fidel could not accept it being too black in complexion. What is the status of the child?

(A) Illegitimate, because Gloria confessed that the child is not Fidels.

(B) Illegitimate, because by the color of its skin, the child could not possibly be that of Fidel.

(C) Legitimate, because the child was born within a valid marriage.

(D) Legitimate, because Fidel agreed to treat the child as his own after Gloria told him who the father was.

(28) The husband's acts of forcibly ejecting his wife without just cause from the conjugal dwelling and refusing to take her back constitutes

(A) desertion.

(B) recrimination.

(C) constructive abandonment.

(D) de facto separation.

(29) In his will, the testator designated X as a legatee to receive P2 million for the purpose of buying an ambulance that the residents of his Barangay can use. What kind of institution is this?

(A) a fideicommissary institution.

(B) a modal institution.

(C) a conditional institution.

(D) a collective institution.

(30) X insured himself for P5 million, designating Y, his wife, as his sole beneficiary. The designation was irrevocable. A few years later, X had their marriage annulled in court on the ground that Y had an existing prior marriage. X subsequently died. Is Y entitled to the insurance benefits?

(A) Yes, since the insurance was not dependent on the marriage.

(B) Yes, since her designation as beneficiary was irrevocable.

(C) No, X's designation of Y is revoked by operation of law upon the annulment of their marriage based on Y's fault.

(D) Yes, since without judicial revocation, X's designation of Y remains valid and binding.

(31) May a spouse freely donate communal or conjugal property without the consent of the other?

(A) Absolutely not, since the spouses co-own such property.

(B) Yes, for properties that the family may spare, regardless of value.

(C) Yes, provided the donation is moderate and intended for charity or family rejoicing.

(D) Yes, in a donation mortis causa that the donor may still revoke in his lifetime.

(32) The decedent died intestate leaving an estate of P10 million. He left the following heirs: a) Marlon, a legitimate child and b) Cecilia, the legal spouse. Divide the estate.

(A) Marlon gets 1/4 and Cecilia gets 3/4.

(B) Marlon gets $\frac{2}{3}$ and Cecilia $\frac{1}{3}$.

(C) Marlon gets $\frac{1}{2}$ and Cecilia gets $\frac{1}{2}$.

(D) Marlon gets $\frac{3}{4}$ and Cecilia $\frac{1}{4}$.

(33) Contracts take effect only between the parties or their assigns and heirs, except where the rights and obligations arising from the contract are not transmissible by their nature, by stipulation, or by provision of law. In the latter case, the assigns or the heirs are not bound by the contracts. This is known as the principle of

(A) Relativity of contracts.

(B) Freedom to stipulate.

(C) Mutuality of contracts.

(D) Obligatory force of contracts.

(34) A buyer ordered 5,000 apples from the seller at P20 per apple. The seller delivered 6,000 apples. What are the rights and obligations of the buyer?

(A) He can accept all 6,000 apples and pay the seller at P20 per apple.

(B) He can accept all 6,000 apples and pay a lesser price for the 1,000 excess apples.

(C) He can keep the 6,000 apples without paying for the 1,000 excess since the seller delivered them anyway.

(D) He can cancel the whole transaction since the seller violated the terms of their agreement.

(35) Lino entered into a contract to sell with Ramon, undertaking to convey to the latter one of the five lots he owns, without specifying which lot it was, for the price of P1 million. Later, the parties could not agree which of five lots he owned Lino undertook to sell to Ramon. What is the standing of the contract?

(A) Unenforceable.

(B) Voidable.

(C) Rescissible.

(D) Void.

(36) Knowing that the car had a hidden crack in the engine, X sold it to Y without informing the latter about it. In any event, the deed of sale expressly stipulated that X was not liable for hidden defects. Does Y have the right to demand from X a reimbursement of what he spent to repair the engine plus damages?

(A) Yes. X is liable whether or not he was aware of the hidden defect.

(B) Yes, since the defect was not hidden; X knew of it but he acted in bad faith in not disclosing the fact to Y.

(C) No, because Y is in estoppel, having changed engine without prior demand.

(D) No, because Y waived the warranty against hidden defects.

(37) Acme Cannery produced sardines in cans known as "Sards." Mylene bought a can of Sards from a store, ate it, and suffered from poisoning caused by a noxious substance found in the sardines. Mylene filed a case for damages against Acme. Which of the following defenses will hold?

(A) The expiry date of the "Sards" was clearly printed on its can, still the store sold and Mylene bought it.

(B) Mylene must have detected the noxious substance in the sardines by smell, yet she still ate it.

(C) Acme had no transaction with Mylene; she bought the "Sards" from a store, not directly from Acme.

(D) Acme enjoys the presumption of safeness of its canning procedure and Mylene has not overcome such presumption.

(38) Fernando executed a will, prohibiting his wife Marina from remarrying after his death, at the pain of the legacy of P100 Million in her favor becoming a nullity. But a year after Fernandos death, Marina was so overwhelmed with love that she married another man. Is she entitled to the legacy, the amount of which is well within the capacity of the disposable free portion of Fernandos estate?

(A) Yes, since the prohibition against remarrying is absolute, it is deemed not written.

(B) Yes, because the prohibition is inhuman and oppressive and violates Marinas rights as a free woman.

(C) No, because the nullity of the prohibition also nullifies the legacy.

(D) No, since such prohibition is authorized by law and is not repressive; she could remarry but must give up the money.

(39) X, the owner, constituted a 10-year usufruct on his land as well as on the building standing on it in Ys favor. After flood totally destroyed the building 5 years later, X told Y that an act of God terminated the usufruct and that he should vacate the land. Is X, the owner of the land, correct?

(A) No, since the building was destroyed through no fault of Y.

(B) No, since Y still has the right to use the land and the materials left on it.

(C) Yes, since Y cannot use the land without the building.

(D) Yes, since the destruction of the building without the Xs fault terminated the usufruct.

(40) In gratitude, the grooms parents made a donation of a property in writing to the brides parents

shortly before their childrens wedding. The donation was accepted. What is the nature of the donation?

(A) It is an ordinary donation since it was not given to the bride or groom.

(B) It is donation propter nuptias since it was given with the marriage in mind.

(C) It is an indirect donation propter nuptias since the bride would eventually inherit the property from her parents.

(D) It is a remuneratory donation.

(41) X and Y, both Filipinos, were married and resided in Spain although they intend to return to the Philippines at some future time. They have not executed any marriage settlements. What law governs their property relations?

(A) They may choose between Spanish law and Philippine law.

(B) Philippine law since they are both Filipinos.

(C) No regime of property relations will apply to them.

(D) Spanish law since they live in Spain.

(42) Birth determines personality. Death extinguishes it. Under what circumstances may the personality of a deceased person continue to exist?

(A) In case of re-appearance of a missing person presumed dead.

(B) In protecting the works of a deceased under intellectual property laws.

(C) In case of declaration of presumptive death of a missing spouse.

(D) In the settlement of the estate of a deceased person.

(43) Six tenants sued X, the landowner, for willfully denying them water for their farms, which water happened to flow from land under Xs control, his intention being to force them to leave his properties. Is X liable for his act and why?

(A) No, because the tenants must be content with waiting for rainfall for their farms.

(B) No, since X owns both the land and the water.

(C) Yes, because the tenants farms have the natural right of access to water wherever it is located.

(D) Yes, since X willfully caused injury to his tenants contrary to morals, good customs or public policy.

(44) Illegitimate brothers and sisters, whether of full or half-blood, are bound to support each other, EXCEPT when

(A) the brother or sister who needs support lives in another place.

(B) such brothers and sisters are not recognized by their father.

(C) the brother or sister in need stops schooling without valid reason.

(D) the need for support of a brother or sister, already of age, is due to the latter's fault.

(45) Virgilio owned a bare and simple swimming pool in his garden. MB, a 7-year old child, surreptitiously entered the garden and merrily romped around the ledges of the pool. He accidentally tripped, fell into the pool, and drowned. MB's parents sued Virgilio for damages arising from their child's death, premised on the principle of "attractive nuisance". Is Virgilio liable for the death of MB?

(A) No, the child was 7 years old and knew the dangers that the pool offered.

(B) Yes, being an attractive nuisance, Virgilio had the duty to prevent children from coming near it.

(C) No, since the pool was bare and had no enticing or alluring gadgets, floats, or devices in it that would attract a 7-year old child.

(D) Yes, since Virgilio did not cover the swimming pool while not in use to prevent children from falling into it.

(46) The term of a 5-year lease contract between X the lessor and Y the lessee, where rents were paid from month to month, came to an end. Still, Y continued using the property with X's consent. In such a case, it is understood that they impliedly renewed the lease

(A) from month to month under the same conditions as to the rest.

(B) under the same terms and conditions as before.

(C) under the same terms except the rent which they or the court must fix.

(D) for only a year, with the rent raised by 10% pursuant to the rental control law.

(47) Rex, a philanthropist, donated a valuable lot to the municipality on the condition that it will build a public school on such lot within 2 years from its acceptance of the donation. The municipality properly accepted the donation but did not yet build the public school after 2 years. Can Rex revoke the donation?

(A) Yes, since the donation is subject to a resolutive condition which was not fulfilled.

(B) No, but Rex is entitled to recover the value of the land from the municipality.

(C) No, the transfer of ownership has been completed.

(D) Yes, the donation is not deemed made until the suspensive condition has been fulfilled.

(48) Illegitimate children, those not recognized by their biological fathers, shall use the surname of their

(A) biological father subject to no condition.

(B) mother or biological father, at the mothers discretion.

(C) mother.

(D) biological father unless he judicially opposes it.

(49) Asiong borrowed P1 million from a bank, secured by a mortgage on his land. Without his consent, his friend Boyong paid the whole loan. Since Asiong benefited from the payment, can Boyong compel the bank to subrogate him in its right as mortgagee of Asiong's land?

(A) No, but the bank can foreclose and pay Boyong back.

(B) No, since Boyong paid for Asiongs loan without his approval.

(C) Yes, since a change of creditor took place by novation with the banks consent.

(D) Yes, since it is but right that Boyong be able to get back his money and, if not, to foreclose the mortgage in the manner of the bank.

(50) Congress passed a law imposing taxes on income earned out of a particular activity that was not previously taxed. The law, however, taxed incomes already earned within the fiscal year when the law took effect. Is the law valid?

(A) No, because laws are intended to be prospective, not retroactive.

(B) No, the law is arbitrary in that it taxes income that has already been spent.

(C) Yes, since tax laws are the lifeblood of the nation.

(D) Yes, tax laws are an exception; they can be given retroactive effect.

(51) Rudolf borrowed P1 million from Rodrigo and Fernando who acted as solidary creditors. When the loan matured, Rodrigo wrote a letter to Rudolf, demanding payment of the loan directly to him. Before Rudolf could comply, Fernando went to see him personally to collect and he paid him. Did Rudolf make a valid payment?

(A) No, since Rudolf should have split the payment between Rodrigo and Fernando.

(B) No, since Rodrigo, the other solidary creditor, already made a prior demand for payment from Rudolf.

(C) Yes, since the payment covers the whole obligation.

(D) Yes, since Fernando was a solidary creditor, payment to him extinguished the obligation.

(52) What happens to the property regimes that were subsisting under the New Civil Code when the Family Code took effect?

(A) The original property regimes are immutable and remain effective.

(B) Those enjoying specific regimes under the New Civil Code may adopt the regime of absolute community of property under the Family Code.

(C) Those that married under the New Civil Code but did not choose any of its regimes shall now be governed by the regime of absolute community of property.

(D) They are superseded by the Family Code which has retroactive effect.

(53) The testator executed a will following the formalities required by the law on succession without designating any heir. The only testamentary disposition in the will is the recognition of the testator's illegitimate child with a popular actress. Is the will valid?

(A) Yes, since in recognizing his illegitimate child, the testator has made him his heir.

(B) No, because the non-designation of heirs defeats the purpose of a will.

(C) No, the will comes to life only when the proper heirs are instituted.

(D) Yes, the recognition of an illegitimate heir is an ample reason for a will.

(54) A left B, his wife, in the Philippines to work in Egypt but died in that country after a years continuous stay. Two months after As death, B gave birth to a child, claiming it is As child. Who can assail the legitimacy of the child?

(A) As other heirs apart from B.

(B) The State which has interest in the welfare of overseas contract workers.

(C) Any one who is outraged by Bs claim.

(D) No one since A died.

(55) QR and TS who had a marriage license requested a newly appointed Judge in Manila to marry them on the beach of Boracay. Since the Judge maintained Boracay as his residence, he agreed. The sponsors were all public officials. What is the status of the marriage.

(A) Valid, since the improper venue is merely an irregularity; all the elements of a valid marriage are present.

(B) Void, because the couple did not get local permit for a beach wedding.

(C) Voidable, because the Judge acted beyond his territorial jurisdiction and is administratively liable for the same.

(D) Void, because the Judge did not solemnize the marriage within the premises of his court.

(56) X and Y, Filipinos, got married in Los Angeles, USA, using a marriage license issued by the Philippine consul in Los Angeles, acting as Civil Registrar. X and Y did not know that they were first

cousins because their mothers, who were sisters, were separated when they were quite young. Since X did not want to continue with the relation when he heard of it, he left Y, came to the Philippines and married Z. Can X be held liable for bigamy?

(A) No since Xs marriage to Y is void ab initio or did not exist.

(B) No since X acted in good faith, conscious that public policy did not approve of marriage between first cousins.

(C) Yes since he married Z without first securing a judicial declaration of nullity of his marriage to Y.

(D) Yes since his first marriage to Y in Los Angeles is valid.

(57) Allan bought Billys property through Carlos, an agent empowered with a special power of attorney (SPA) to sell the same. When Allan was ready to pay as scheduled, Billy called, directing Allan to pay directly to him. On learning of this, Carlos, Billy's agent, told Allan to pay through him as his SPA provided and to protect his commission. Faced with two claimants, Allan consigned the payment in court. Billy protested, contending that the consignment is ineffective since no tender of payment was made to him. Is he correct?

(A) No, since consignment without tender of payment is allowed in the face of the conflicting claims on the plaintiff.

(B) Yes, as owner of the property sold, Billy can demand payment directly to himself.

(C) Yes, since Allan made no announcement of the tender.

(D) Yes, a tender of payment is required for a valid consignment.

(58) X sold Y 100 sacks of rice that Y was to pick up from Xs rice mill on a particular date. Y did not, however, appear on the agreed date to take delivery of the rice. After one week, X automatically rescinded the sale without notarial notice to Y. Is the rescission valid?

(A) Yes, automatic rescission is allowed since, having the character of movables and consumables, rice can easily deteriorate.

(B) No, the buyer is entitled to a customary 30-day extension of his obligation to take delivery of the goods.

(C) No, since there was no express agreement regarding automatic rescission.

(D) No, the seller should first determine that Y was not justified in failing to appear.

(59) The wife filed a case of legal separation against her husband on the ground of sexual infidelity without previously exerting earnest efforts to come to a compromise with him. The judge dismissed the case for having been filed without complying with a condition precedent. Is the dismissal proper?

(A) No, efforts at a compromise will only deepen the wifes anguish.

(B) No, since legal separation like validity of marriage is not subject to compromise agreement for

purposes of filing.

(C) Yes, to avoid a family feud that is hurtful to everyone.

(D) Yes, since the dispute could have been settled with the parties agreeing to legal separation.

(60) An Australian living in the Philippines acquired shares of stock worth P10 million in food manufacturing companies. He died in Manila, leaving a legal wife and a child in Australia and a live-in partner with whom he had two children in Manila. He also left a will, done according to Philippine laws, leaving all his properties to his live-in partner and their children. What law will govern the validity of the disposition in the will?

(A) Australia law since his legal wife and legitimate child are Australians and domiciled in Australia.

(B) Australian law since the intrinsic validity of the provisions of a will is governed by the decedents national law.

(C) Philippine law since the decedent died in Manila and he executed his will according to such law.

(D) Philippine law since the decedents properties are in the Philippines.

(61) X bought a land from Y, paying him cash. Since they were friends, they did not execute any document of sale. After 7 years, the heirs of X asked Y to execute a deed of absolute sale to formalize the verbal sale to their father. Unwilling to do so, Xs heirs filed an action for specific performance against Y. Will their action prosper?

(A) No, after more than 6 years, the action to enforce the verbal agreement has already elapsed.

(B) No, since the sale cannot under the Statute of Frauds be enforced.

(C) Yes, since X bought the land and paid Y for it.

(D) Yes, after full payment, the action became imprescriptible.

(62) A court declared Ricardo, an old bachelor, an absentee and appointed Cicero administrator of his property. After a year, it was discovered that Ricardo had died abroad. What is the effect of the fact of his death on the administration of his property?

(A) With Ricardo no longer an absentee but a deceased person, Cicero will cease to be administrator of his properties.

(B) The administration shall be given by the court having jurisdiction over the intestate proceedings to a new administrator whom it will appoint.

(C) Cicero automatically becomes administrator of Ricardos estate until judicially relieved.

(D) Ciceros alienations of Ricardo's property will be set aside.

(63) Baldo, a rejected suitor, intimidated Judy into marrying him. While she wanted to question the validity of their marriage two years after the intimidation ceased, Judy decided in the meantime to

freely cohabit with Baldo. After more than 5 years following their wedding, Judy wants to file a case for annulment of marriage against Baldo on ground of lack of consent. Will her action prosper?

(A) Yes, the action for annulment is imprescriptible.

(B) No, since the marriage was merely voidable and Judy ratified it by freely cohabiting with Baldo after the force and intimidation had ceased.

(C) No, since the action prescribed 5 years from the date of the celebration of the marriage.

(D) Yes, because the marriage was celebrated without Judy's consent freely given.

(64) Is the wife who leaves her husband without just cause entitled to support?

(A) No, because the wife must always be submissive and respectful to the husband.

(B) Yes. The marriage not having been dissolved, the husband continues to have an obligation to support his wife.

(C) No, because in leaving the conjugal home without just cause, she forfeits her right to support.

(D) Yes, since the right to receive support is not subject to any condition.

(65) In the order of intestate succession where the decedent is legitimate, who is the last intestate heirs or heir who will inherit if all heirs in the higher level are disqualified or unable to inherit?

(A) Nephews and nieces.

(B) Brothers and sisters.

(C) State.

(D) Other collateral relatives up to the 5th degree of consanguinity.

(66) Roy and Carlos both undertook a contract to deliver to Sam in Manila a boat docked in Subic. Before they could deliver it, however, the boat sank in a storm. The contract provides that fortuitous event shall not exempt Roy and Carlos from their obligation. Owing to the loss of the motor boat, such obligation is deemed converted into one of indemnity for damages. Is the liability of Roy and Carlos joint or solidary?

(A) Neither solidary nor joint since they cannot waive the defense of fortuitous event to which they are entitled.

(B) Solidary or joint upon the discretion of Sam.

(C) Solidary since Roy and Carlos failed to perform their obligation to deliver the motor boat.

(D) Joint since the conversion of their liability to one of indemnity for damages made it joint.

(67) Joanne married James, a person with no known relatives. Through James' hard work, he and his

wife Joane prospered. When James died, his estate alone amounted to P100 million. If, in his will, James designates Joanne as his only heir, what will be the free portion of his estate.

- (A) Joanne gets all; estate has no free portion left.
- (B) Joanne gets 1/2; the other half is free portion.
- (C) Joanne gets 1/3; the remaining 2/3 is free portion.
- (D) Joanne gets 1/4; the remaining 3/4 is free portion.

(68) A warranty inherent in a contract of sale, whether or not mentioned in it, is known as the

- (A) warranty on quality.
- (B) warranty against hidden defects.
- (C) warranty against eviction.
- (D) warranty in merchantability.

(69) The doctrine of stare decisis prescribes adherence to precedents in order to promote the stability of the law. But the doctrine can be abandoned

- (A) When adherence to it would result in the Government's loss of its case.
- (B) When the application of the doctrine would cause great prejudice to a foreign national.
- (C) When necessary to promote the passage of a new law.
- (D) When the precedent has ceased to be beneficial and useful.

(70) Ric and Josie, Filipinos, have been sweethearts for 5 years. While working in a European country where the execution of joint wills are allowed, the two of them executed a joint holographic will where they named each other as sole heir of the other in case either of them dies. Unfortunately, Ric died a year later. Can Josie have the joint will successfully probated in the Philippines?

- (A) Yes, in the highest interest of comity of nations and to honor the wishes of the deceased.
- (B) No, since Philippine law prohibits the execution of joint wills and such law is binding on Ric and Josie even abroad.
- (C) Yes, since they executed their joint will out of mutual love and care, values that the generally accepted principles of international law accepts.
- (D) Yes, since it is valid in the country where it was executed, applying the principle of "lex loci celebrationis."

(71) ML inherited from his father P5 million in legitime but he waived it in a public instrument in favor of his sister QY who accepted the waiver in writing. But as it happened, ML borrowed P6 million from

PF before the waiver. PF objected to the waiver and filed an action for its rescission on the ground that he had the right to MLs P5 million legitime as partial settlement of what ML owed him since ML has proved to be insolvent. Does PF, as creditor, have the right to rescind the waiver?

(A) No, because the waiver in favor of his sister QY amounts to a donation and she already accepted it.

(B) Yes, because the waiver is prejudicial to the interest of a third person whose interest is recognized by law.

(C) No, PF must wait for ML to become solvent and, thereafter, sue him for the unpaid loan.

(D) Yes, because a legitime cannot be waived in favor of a specific heir; it must be divided among all the other heirs.

(72) While engaged to be married, Arnold and Josephine agreed in a public instrument to adopt out the economic regime of absolute community of property. Arnold acknowledged in the same instrument that Josephine's daughter Mary, is his illegitimate child. But Josephine died before the marriage could take place. Does the marriage settlement have any significance?

(A) None, since the instrument containing the marriage settlement is essentially void for containing an unrelated matter.

(B) Yes, insofar as Arnold acknowledged Mary as his illegitimate child.

(C) None, since the marriage did not take place.

(D) Yes, if they acquired properties while living together as husband and wife.

(73) Joseph, a 17-year old Filipino, married Jenny, a 21-year old American in Illinois, USA, where the marriage was valid. Their parents gave full consent to the marriage of their children. After three years, Joseph filed a petition in the USA to promptly divorce Jenny and this was granted. When Joseph turned 25 years, he returned to the Philippines and married Leonora. What is the status of this second marriage?

(A) Void, because he did not cause the judicial issuance of declaration of the nullity of his first marriage to Jenny before marrying Leonora.

(B) Valid, because Joseph's marriage to Jenny is void, he being only 17 years of age when he married her.

(C) Valid, because his marriage to Leonora has all the elements of a valid marriage.

(D) Void, because Joseph is still considered married to Jenny since the Philippines does not recognize divorce.

(74) T died intestate, leaving an estate of P9,000,000. He left as heirs three legitimate children, namely, A, B, and C. A has two children, D and E. Before he died, A irrevocably repudiated his inheritance from T in a public instrument filed with the court. How much, if any, will D and E, as A's children, get from T's estate?

(A) Each of D and E will get P1,500,000 by right of representation since their father repudiated his inheritance.

(B) Each of D and E will get P2,225,000 because they will inherit from the estate equally with B and C.

(C) D and E will get none because of the repudiation; "B" and "C" will get As share by right of accretion.

(D) Each of D and E will get P2,000,000 because the law gives them some advantage due to the demise of "A".

(75) No decree of legal separation can be issued

(A) unless the childrens welfare is attended to first.

(B) without prior efforts at reconciliation shown to be futile.

(C) unless the court first directs mediation of the parties.

(D) without prior investigation conducted by a public prosecutor.

(76) X, who was abroad, phoned his brother, Y, authorizing him to sell Xs parcel of land in Pasay. X sent the title to Y by courier service. Acting for his brother, Y executed a notarized deed of absolute sale of the land to Z after receiving payment. What is the status of the sale?

(A) Valid, since a notarized deed of absolute sale covered the transaction and full payment was made.

(B) Void, since X should have authorized agent Y in writing to sell the land.

(C) Valid, since Y was truly his brother Xs agent and entrusted with the title needed to effect the sale.

(D) Valid, since the buyer could file an action to compel X to execute a deed of sale.

(77) In a true pacto de retro sale, the title and ownership of the property sold are immediately vested in the vendee a retro subject only to the resolatory condition of repurchase by the vendor a retro within the stipulated period. This is known as

(A) equitable mortgage.

(B) conventional redemption.

(C) legal redemption.

(D) equity of redemption.

(78) A natural obligation under the New Civil Code of the Philippines is one which

(A) the obligor has a moral obligation to do, otherwise entitling the obligee to damages.

(B) refers to an obligation in writing to do or not to do.

(C) the obligee may enforce through the court if violated by the obligor.

(D) cannot be judicially enforced but authorizes the obligee to retain the obligors payment or performance.

(79) The husband assumed sole administration of the familys mango plantation since his wife worked abroad. Subsequently, without his wifes knowledge, the husband entered into an antichretic transaction with a company, giving it possession and management of the plantation with power to harvest and sell the fruits and to apply the proceeds to the payment of a loan he got. What is the standing of the contract?

(A) It is void in the absence of the wifes consent.

(B) It is void absent an authorization from the court.

(C) The transaction is void and can neither be ratified by the wife nor authorized by the court.

(D) It is considered a continuing offer by the parties, perfected only upon the wifes acceptance or the courts authorization.

(80) When the donor gives donations without reserving sufficient funds for his support or for the support of his dependents, his donations are

(A) Rescissible, since it results in economic lesion of more than 25% of the value of his properties.

(B) Voidable, since his consent to the donation is vitiated by mindless kindness.

(C) Void, since it amounts to wanton expenditure beyond his means.

(D) Reducible to the extent that the donations impaired the support due to himself and his dependents.

(81) Anne owed Bessy P1 million due on October 1, 2011 but failed to pay her on due date. Bessy sent a demand letter to Anne giving her 5 days from receipt within which to pay. Two days after receipt of the letter, Anne personally offered to pay Bessy in manager's check but the latter refused to accept the same. The 5 days lapsed. May Annes obligation be considered extinguished?

(A) Yes, since Bessys refusal of the managers check, which is presumed funded, amounts to a satisfaction of the obligation.

(B) No, since tender of payment even in cash, if refused, will not discharge the obligation without proper consignation in court.

(C) Yes, since Anne tendered payment of the full amount due.

(D) No, since a managers check is not considered legal tender in the Philippines.

(82) The residents of a subdivision have been using an open strip of land as passage to the highway

for over 30 years. The owner of that land decided, however, to close it in preparation for building his house on it. The residents protested, claiming that they became owners of the land through acquisitive prescription, having been in possession of the same in the concept of owners, publicly, peacefully, and continuously for more than 30 years. Is this claim correct?

(A) No, the residents have not been in continuous possession of the land since they merely passed through it in going to the highway.

(B) No, the owner did not abandon his right to the property; he merely tolerated his neighbors use of it for passage.

(C) Yes, residents of the subdivision have become owners by acquisitive prescription.

(D) Yes, community ownership by prescription prevails over private claims.

(83) The owner of a thing cannot use it in a way that will injure the right of a third person. Thus, every building or land is subject to the easement which prohibits its proprietor or possessor from committing nuisance like noise, jarring, offensive odor, and smoke. This principle is known as

(A) Jus vindicandi.

(B) Sic utere tuo ut alienum non laedas.

(C) Jus dispondendi.

(D) Jus abutendi.

(84) Janice and Jennifer are sisters. Janice sued Jennifer and Laura, Jennifers business partner for recovery of property with damages. The complaint did not allege that Janice exerted earnest efforts to come to a compromise with the defendants and that such efforts failed. The judge dismissed the complaint outright for failure to comply with a condition precedent. Is the dismissal in order?

(A) No, since Laura is a stranger to the sisters, Janice has no moral obligation to settle with her.

(B) Yes, since court should promote amicable settlement among relatives.

(C) Yes, since members of the same family, as parties to the suit, are required to exert earnest efforts to settle their disputes before coming to court.

(D) No, the family council, which would ordinarily mediate the dispute, has been eliminated under the Family Code.

(85) X borrowed money from a bank, secured by a mortgage on the land of Y, his close friend. When the loan matured, Y offered to pay the bank but it refused since Y was not the borrower. Is the banks action correct?

(A) Yes, since X, the true borrower, did not give his consent to Ys offer to pay.

(B) No, since anybody can discharge Xs obligation to his benefit.

(C) No, since Y, the owner of the collateral, has an interest in the payment of the obligation.

(D) Yes, since it was X who has an obligation to the bank.

(86) The right of a mortgagor in a judicial foreclosure to redeem the mortgaged property after his default in the performance of the conditions of the mortgage but before the sale of the mortgaged property or confirmation of the sale by the court, is known as

(A) accion publiciana.

(B) equity of redemption.

(C) pacto de retro.

(D) right of redemption.

(87) When does the regime of conjugal partnership of gains begin to exist?

(A) At the moment the parties take and declare each other as husband and wife before officiating officer.

(B) At the time the spouses acquire properties through joint efforts.

(C) On the date the future spouses executed their marriage settlements because this is the starting point of their marital relationship.

(D) On the date agreed upon by the future spouses in their marriage settlements since their agreement is the law between them.

(88) Josie, 18, married Dante, 25, without her parents knowledge and consent, and lived with him. After a year, Josie returned to her parents home, complained of the unbearable battering she was getting from Dante, and expressed a desire to have her marriage with him annulled. Who may bring the action?

(A) Dante.

(B) Her parents.

(C) Josie herself.

(D) The State.

(89) X, a married man, cohabited with Y, an unmarried woman. Their relation bore them BB, a baby boy. Subsequently, after X became a widower, he married Y. Was BB legitimated by that marriage?

(A) Yes, since his parents are now lawfully married.

(B) Yes, since he is an innocent party and the marriage rectified the wrong done him.

(C) No, since once illegitimate, a child shall always remain illegitimate.

(D) No, since his parents were not qualified to marry each other when he was conceived.

(90) The presence of a vice of consent vitiates the consent of a party in a contract and this renders the contract

(A) Rescissible.

(B) Unenforceable.

(C) Voidable.

(D) Void.

(91) Can common-law spouses donate properties of substantial value to one another?

(A) No, they are only allowed to give moderate gifts to each other during family rejoicing.

(B) No, they cannot give anything of value to each other to prevent placing their legitimate relatives at a disadvantage.

(C) Yes, unlike the case of legally married spouses, such donations are not prohibited.

(D) Yes, as long as they leave sufficient property for themselves and for their dependents.

(92) X owed Y P1.5 million. In his will, X gave Y legacy of P1 million but the will provided that this legacy is to be set off against the P1.5 million X owed Y. After the set off, X still owed Y P500,000. Can Y still collect this amount?

(A) Yes, because the designation of Y as legatee created a new and separate juridical relationship between them, that of testator-legatee.

(B) It depends upon the discretion of the probate court if a claim is filed in the testate proceedings.

(C) No, because the intention of the testator in giving the legacy is to abrogate his entire obligation to Y.

(D) No, because X had no instruction in his will to deliver more than the legacy of P1 million to Y.

(93) Josie owned a lot worth P5 million prior to her marriage to Rey. Subsequently, their conjugal partnership spent P3 million for the construction of a house on the lot. The construction resulted in an increase in the value of the house and lot to P9 million. Who owns the house and the lot?

(A) Josie and the conjugal partnership of gains will own both on a 50-50 basis.

(B) Josie will own both since the value of the house and the increase in the property's value is less than her lot's value; but she is to reimburse conjugal partnership expenses.

(C) Josie still owns the lot, it being her exclusive property, but the house belongs to the conjugal partnership.

(D) The house and lot shall both belong to the conjugal partnership, with Josie entitled to reimbursement for the value of the lot.

(94) An action for reconveyance of a registered piece of land may be brought against the owner appearing on the title based on a claim that the latter merely holds such title in trust for the plaintiff. The action prescribes, however, within 10 years from the registration of the deed or the date of the issuance of the certificate of title of the property as long as the trust had not been repudiated. What is the exception to this 10-year prescriptive period?

(A) When the plaintiff had no notice of the deed or the issuance of the certificate of title.

(B) When the title holder concealed the matter from the plaintiff.

(C) When fortuitous circumstances prevented the plaintiff from filing the case sooner.

(D) When the plaintiff is in possession of the property.

(95) Conrad and Linda, both 20 years old, applied for a marriage license, making it appear that they were over 25. They married without their parents knowledge before an unsuspecting judge. After the couple has been in cohabitation for 6 years, Lindas parents filed an action to annul the marriage on ground of lack of parental consent. Will the case prosper?

(A) No, since only the couple can question the validity of their marriage after they became 21 of age; their cohabitation also convalidated the marriage.

(B) No, since Lindas parents made no allegations that earnest efforts have been made to come to a compromise with Conrad and Linda and which efforts failed.

(C) Yes, since the marriage is voidable, the couple being below 21 years of age when they married.

(D) Yes, since Lindas parents never gave their consent to the marriage.

(96) Pepito executed a will that he and 3 attesting witnesses signed following the formalities of law, except that the Notary Public failed to come. Two days later, the Notary Public notarized the will in his law office where all signatories to the will acknowledged that the testator signed the will in the presence of the witnesses and that the latter themselves signed the will in the presence of the testator and of one another. Was the will validly notarized?

(A) No, since it was not notarized on the occasion when the signatories affixed their signatures on the will.

(B) Yes, since the Notary Public has to be present only when the signatories acknowledged the acts required of them in relation to the will.

(C) Yes, but the defect in the mere notarization of the will is not fatal to its execution.

(D) No, since the notary public did not require the signatories to sign their respective attestations again.

(97) Venecio and Ester lived as common-law spouses since both have been married to other persons

from whom they had been separated in fact for several years. Hardworking and bright, each earned incomes from their respective professions and enterprises. What is the nature of their incomes?

- (A) Conjugal since they earned the same while living as husband and wife.
- (B) Separate since their property relations with their legal spouses are still subsisting.
- (C) Co-ownership since they agreed to work for their mutual benefit.
- (D) Communal since they earned the same as common-law spouses.

(98) What is the prescriptive period for filing an action for revocation of a donation based on acts of ingratitude of the donee?

- (A) 5 years from the perfection of the donation.
- (B) 1 year from the perfection of the donation.
- (C) 4 years from the perfection of the donation.
- (D) Such action does not prescribe.

(99) Before Karen married Karl, she inherited P5 million from her deceased mother which amount she brought into the marriage. She later used part of the money to buy a new Mercedes Benz in her name, which Karen and her husband used as a family car. Is the car a conjugal or Karens exclusive property?

- (A) It is conjugal property since the spouses use it as a family car.
- (B) It is Karens exclusive property since it is in her name.
- (C) It is conjugal property having been bought during the marriage.
- (D) It is Karens exclusive property since she bought it with her own money.

(100) Because of Xs gross negligence, Y suffered injuries that resulted in the abortion of the foetus she carried. Y sued X for, among other damages, P1 million for the death of a family member. Is Y entitled to indemnity for the death of the foetus she carried?

- (A) Yes, since the foetus is already regarded as a child from conception, though unborn.
- (B) No, since Xs would not have known that the accident would result in Ys abortion.
- (C) No, since birth determines personality, the accident did not result in the death of a person.
- (D) Yes, since the mother believed in her heart that she lost a child.