



Republic of the Philippines

Supreme Court

Manila

2022 BAR EXAMINATIONS

**CIVIL LAW II
(WITH PRACTICAL EXERCISES)**

November 16, 2022

2:00 p.m. to 5:00 p.m.

INSTRUCTIONS

1. **This is a 3-hour examination consisting of 12 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 5:00 p.m. 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. [This item has two questions.] Pepe and Pilar are adjoining lot owners. Suppose Pepe's lot is titled and without his knowledge, it was encroached upon by Pilar whose lot is untitled but who honestly believed that the encroached portion, where she built a small bungalow house, is still within her property.

- (a) **Is Pilar a builder in good faith? Discuss Pepe's right as against Pilar. Explain briefly.**
- (b) **Suppose it is Pilar's lot that is titled and Pepe's lot is untitled, would Pilar be a builder in good faith? Discuss Pepe's right as against Pilar. Explain briefly.**

(5 points)

2. [This item has two questions.] Thea, Vanessa, and Sophia are siblings who are co-owners of a 600-sq. m. parcel of land covered by TCT No. 12345 situated along Bangkal Road, Makati City. Thea decided to sell her share, an undivided 200-sq. m. portion of the property, to Alyssa, a Filipino nurse who has been living in Canada for the last ten years. Alyssa, without the knowledge of Sophia and Vanessa, built a modest house on the 200-sq. m. portion abutting the road and leased it to Stell for Php 15,000.00 per month.

- (a) **Could Thea legally transfer her share of the property to Alyssa without the consent of Vanessa and Sophia? Explain briefly.**
- (b) **Can Vanessa and Sophia respectively legally demand from Alyssa a one-third share in the rentals? Explain briefly.**

(5 points)

3. [This item has two questions.] With the intent to develop a subdivision, Oliver bought a parcel of land adjacent to a subdivision owned by Phil. Oliver's land had no direct access to the highway, as it was blocked by a *kamote* plantation owned by Josh. Phil's subdivision, on the other hand, already had a direct access to the highway. To facilitate the release of the license from the Department of Human Settlements and Urban Development, Oliver presented a contract to sell between him and Josh over the *kamote* plantation, on the representation that he would construct an access road thereon.

Pending approval of the license, Oliver sought the consent of Phil to connect the road that would be built by him with the main road of Phil's subdivision. Phil allowed him to do this pending their negotiation on the compensation to be paid. With the eventual grant of the license, Oliver began the development of his subdivision. To protect the right of way over Phil's subdivision, Oliver was able to cause an annotation of adverse claim on Phil's property.

However, when Oliver's subdivision was already completed, and with the adverse claim annotated, Oliver believed that he no longer needed to buy the *kamote* plantation and accordingly rescinded the contract to sell with Josh.

When Oliver and Phil failed to arrive at an agreement on the consideration for the easement, Phil built a wall blocking the road constructed by Oliver that connected Oliver's subdivision with his. Oliver filed a complaint seeking the establishment of an easement of right of way through Phil's subdivision which Oliver claimed to be the most adequate and convenient access to the highway. On the other hand, Phil filed a petition to have the adverse claim cancelled.

(a) Is Oliver entitled to a right of way through Phil's subdivision? Explain briefly.

(b) Is there basis to have the adverse claim cancelled? Explain briefly.

(5 points)

4. The spouses Santos are the registered owners of Lot 2 located in Umaga Subdivision, Caramoan, Camarines Sur, covered by TCT No. 1369. Lot 2, which has been occupied by the spouses Santos for about 11 years, has a one-storey residential house which was already erected thereon when Lot 2 was purchased by them from the spouses Cruz in 2005. At the time of the acquisition of Lot 2, the adjoining lot, Lot 1, which was also owned by the spouses Cruz, was an idle land without any improvements. Lot 1 remained empty until the spouses Cruz started the construction of a two-storey residential house thereon in 2018.

The house constructed on Lot 1 being taller than the spouses Santos' one-storey residential house, the spouses Cruz's two-storey residential house obstructed the light, air, and view of the spouses Santos' residential house. The spouses Santos bemoaned how, prior to the construction on Lot 1, they received enough bright and natural light from their windows. The construction rendered their house dark such that they are unable to do their normal activities in their house without switching on their lights.

Have the spouses Santos acquired an easement of light and view with respect to Lot 1 owned by the spouses Cruz? Explain briefly. (5 points)

5. In 2014, a wealthy young couple, the spouses Tan, moved by the spirit of generosity and love for their hometown in Siquijor, decided to donate a one-hectare lot in favor of the province of Siquijor. The Deed of Donation pertinently provides:

"The herein DONORS hereby voluntarily and freely give, transfer and convey, by way of unconditional donation, unto said DONEE, all of the rights, title and interest which the aforesaid DONORS have or which pertain to them and which they owned exclusively in the above-described real property over a one hectare portion of the same, solely for hospital site only and for no other purpose, where a provincial government hospital shall be constructed."

The donation was recorded in the Registry of Deeds, and a certificate of title to the property was transferred to the province of Siquijor. In accordance with the Deed of Donation, the construction of a hospital building was started in the following year.

However, for reasons unknown, only the foundation of the hospital building has, to this day, been completed.

Do the spouses Tan have valid grounds to revoke the donation? Explain briefly. (5 points)

6. Being an overseas worker, Salvador issued to Ronaldo a duly notarized Special Power of Attorney (SPA) authorizing the latter to enter into a contract of lease over Salvador's property covered by TCT No. 122433 for a period of three years with SISI Corp. Salvador entrusted to Ronaldo the owner's duplicate of the TCT in case SISI Corp. needed to verify the same.

Hearing rumors that the subject property was sold, Salvador went to the Register of Deeds and was shocked to find out that TCT No. 122433 had been cancelled and TCT No. 334388 had been issued in Eduardo's name. To vindicate his property rights, Salvador filed a complaint for cancellation of title and reconveyance. Salvador was able to prove that he was out of the country when the purported sale was executed.

On the other hand, Eduardo claims to be an innocent purchase for value, stating that he paid the fair market value to Ronaldo and that he relied on the fact that Ronaldo presented the original owner's duplicate of Salvador's TCT. He likewise inspected the property and determined that Salvador was indeed the owner.

If you were the judge, decide. Explain briefly. (5 points)

7. Atoy is one of the five children of Jawo. Jawo was the registered owner of a four-hectare parcel of land in Sta. Cruz, Laguna covered by TCT No. 77347. When Jawo died, the owner's duplicate of the TCT was kept by Jawo's daughter, Akiko (sister of Atoy), who resided in the said property. Wanting to have the said four-hectare property registered under his name, Atoy got in touch with Franz who had special connections with the Register of Deeds of Sta. Cruz, Laguna. TCT No. 77347 was then cancelled and TCT No. 84660 was issued in Atoy's name on January 29, 2013. Atoy immediately mortgaged the property to the Rural Bank of Sta. Cruz (RBSC). Upon default and after being declared the winning bidder in the extrajudicial foreclosure sale, RBSC consolidated ownership with the issuance of TCT No. 94477 in its name.

How will Akiko and the other heirs of Jawo be able to successfully argue that RBSC is not an innocent purchaser for value? Explain briefly. (5 points)

8. How does the New Civil Code distinguish between immovable and movable properties? Explain briefly and give two examples for each. (5 points)

9. [This item has two questions.] This case involves two competing titles: TCT No. 23456 in the name of Flor and TCT No. 65432 in the name of de Luna. Flor's title was derived from Rodrigo. Rodrigo's title was originally obtained through a judicial confirmation of title in 1950 based on a survey plan approved in 1931. On the other hand, de Luna derived her TCT No. 65432 from Diaz who obtained an original title

through judicial confirmation of title at a much later date, in 1970, on the basis of a survey plan approved in 1921. It turned out that Flor's TCT No. 23456, although titled prior in time, was based on a survey plan that was marred with numerous blatant, obvious and serious defects, to the point that the trial court found it dubious, irregularly approved and was therefore fake.

(a) Discuss the principle of “*qui prior est tempore, potior est jure*” in the torrens system of land registration.

(b) As between Flor and de Luna, whose title should be declared valid and whose title should be voided? Explain briefly.

(5 points)

10. In 2008, a fire razed the Register of Deeds of San Fernando, Pampanga (RD). Several titles on file were burned. Long before the fire, Tito, Vic, and Joey had been living in a 350-sq. m. lot covered by TCT No. 49933, which they inherited from their parents. The original of TCT No. 49933 on file with the RD was among the titles which were burned. To effect the partition agreed among them, the siblings filed a verified petition for reconstitution of the TCT before your court.

To support the petition, the siblings presented: (i) a notarized affidavit of loss duly recorded and registered with the RD; (ii) a photocopy of TCT No. 49933; (iii) real property tax declarations and receipts to evidence payment of real property taxes, together with the sketch and subdivision plan; (iv) a Land Registration Authority (LRA) Report which states that the survey and subdivision plans and the technical description of the property may be used as a basis for inscription of the technical description of the reconstituted property; (v) a microfilm copy of the plans and technical description on file with the LRA; and (vi) the Extrajudicial Settlement of Estate executed among them.

The public prosecutor, duly deputized by the Office of the Solicitor General (OSG), prays for the denial of the petition, and argues that the foregoing documents are insufficient for reconstitution of TCT No. 49933.

Should the petition for reconstitution be granted? Explain briefly. (5 points)

11. Ely borrows Php 2,000,000.00 from Mia and mortgages a parcel of land to secure the loan. The mortgage provides for a 5% monthly interest, a five-year maturity period, a default provision in case of non-payment of interest or principal, and an extrajudicial foreclosure provision. On the fourth year, Ely fails to pay interest for three consecutive months. After sending a demand letter, Mia declares Ely in default and extrajudicially forecloses the mortgage. Mia is the highest bidder in the foreclosure sale, and consolidates ownership upon the lapse of the redemption period.

Can Ely have the foreclosure annulled and recover the property? Explain briefly. (5 points)

12. Luz is the owner of a parcel of land consisting of 500 square meters located in San Miguel, Bulacan and covered by TCT No. R-248016. Luz agreed to sell to Minda the land for Php 500,000.00, payable in ten monthly installments, with the first installment payable upon execution of the contract to sell, to which Minda acceded. They also agreed that the title to the land shall only transfer to Minda upon full payment of the consideration, and that any and all taxes, fees, and expenses incidental to the sale will be paid by Minda.

Draft a notarized contract to sell between Luz and Minda. (5 points)