not permit the captor to kill him. It is only when the fugitive from justice is determined to fight the officers of the law trying to capture him that killing him would be justified."

The thoroughness of the expositions on the Penal Code, which characterizes Book One of this 1958 edition, is also maintained in Book Two. In this second book the author supplements his explanation of some articles by the inclusion of other penal laws covering the same crimes mentioned in the Revised Penal Code. In his treatment of Article 117 of the Code, on Espionage, he has incorporated an outline of the provisions of Commonwealth Act No. 616 — An Act to Punish Espionage and Other Offenses Against the National Security, and with his commentaries on Illegal Associations provided for in Article 147, he has included the provisions of the Anti-Subversion Act (Rep. Act No. 1700).

To us, after comparing this 1958 edition of Judge Luis B. Reyes' book on the Revised Penal Code with other books on the same subject, the fact has become evident that this book distinguishes itself not only because of its thoroughness and its high quality but because it can be considered a true friend. A friend who will lead a student into a new life of knowledge. As Christopher Morley had said, "When you sell a man a book, You don't sell him just twelve ounces of paper and ink and glue — You sell him a whole new life."

ANSWERS TO BAR EXAMINATION QUESTIONS FOR 1958

COMMERCIAL LAW

Answered by Government Corporate Counsel Simeon M. Gopengco

I.

Define, explain or illustrate the following terms: (a) "sociedad anonima" as it existed under the Code of Commerce; (b) "Cuentas en participacion"; (c) "Factor"; (d) "Aval"; (e) loan on bottomry.

(a) A sociedad anonima is the counterpart in the Code of Commerce (Arts. 151-159) of our present day corporation. The Benguet Consolidated Mining Company was a sociedad anonima. (Benguet Consolidated Mining Co. v. Pineda, 52 O.G. 1961.)

(b) "Cuentas en participation" is a joint account. Unlike a partnership, it has no common name, fund or distinct personality. (Arts. 239-243, Code of Commerce.)

(c) Factor is one who acts or transacts business for another, as agent or manager of a manufacturing or commercial enterprise or establishment. (Art. 283, Code of Commerce.)

(d) "Aval" is a written obligation to guarantee payment of a bill of exchange, independently of the warranty of the acceptor and indorser. (Art. 486, Code of Commerce.)

(e) Loan on bottomry is a real, unilateral, aleatory contract by virtue of which the owner of a ship borrows money for the use, equipment, or repairs of the vessel, and for a definite term, and pledges the ship (or the keel and bottom of the ship) as a security for its repayment, with extraordinary interest on account of the marine risks to be borne by the lender, it being stipulated that, if the ship be lost in the course of the specified voyage or during the limited time, by any of the perils enumerated in the contract, the lender shall lose his money. (Black's Law Dictionary.)

II.

(a) Distinguish collision from allision. (b) In collision explain the term "error in extremis". (c) In collisions between vessels at sea, explain the divisions or zones of time, and give the rules to be observed where a steamship and a sailing vessel are approaching each other from opposite directions or on intersecting lines.

(a) **Collision** refers to the impact against each other of two moving vessels while **allision**, refers to the striking by a moving vessel against one that is stationary.

(b) **Error in extremis** — Where one ship has by wrong maneuvers placed another in a position of extreme danger, the latter is not liable if she does something wrong or fails to maneuver the ship with perfect skill and presence of mind. (Urrutia & Co. v. Baco River Plantation Co., 26 Phil. 602.)

(c) In all collisions between vessels at sea, there exist 3 divisions or zones of time:

1. The first division covers all the time up to the moment when the risk of collision may be said to have begun.
2. The second division covers the time between the moment when the risk of collision begins and the moment when it has become a practical certainty.
3. The third division covers the time between the moment when collision has become a practical certainty and the moment of actual contact.

Where a steamship and sailing vessel are approaching on opposite direction or on intersecting lines, the steamship, from the moment the sailing vessel is seen, shall watch with the highest diligence her course and movements, so as to be able to adopt such timely means of precaution as will necessarily prevent the two boats from coming in contact, but the sailing vessel is required to keep her course unless the circumstances are such as to render a departure from the rule necessary in order to avoid immediate danger. Where a steamship and a sailing vesssl are approaching each other, bow on, or on intersecting lines, the steamship must give way.

III.

(a) What lien attaches to the goods transported by a carrier (overland) and within what time does said lien exist? (b) A loaded on S.S. LIVERPOOL belonging to B, 300 cases of kerosene for consignment to Tacloban, placing them on the deck and not in the hold of the vessel. While in transit, a strong storm occurred, and the captain as a means of avoiding danger of shipwreck, jettisoned the entire shipment of kerosene belonging to A. Because of this precaution, the vessel was saved, but only 50 cases of kerosene jettisoned were recovered. Under what kind of average does the loss come? Who pays for it? Give reasons for your answer.

(a) The carrier's lien attaches to goods transported by an overland carrier. In the case of a private carrier, the lien shall be limited to eight (8) days after the delivery (Art. 375, Code of Commerce), and in the case of a common carrier, until their delivery and for 30 days thereafter. (Art. 2241, Civil Code.)

(b) If the storage of Kerosene on the upper deck took place without the consent of the freighter, the shipowner and the captain shall be liable to the former. The Kerosene loaded on the upper deck of the vessel shall contribute to the gross average should it be saved. There is no right to indemnity if it should be lost by reason of being jettisoned for general safety, except when the marine ordinances allow its shipment in this manner in coastwise navigation. (Phil. Marine Reg. [1913] par. 23; Art. 855, Code of Commerce.)

All persons having an interest in the vessel and cargo at the time of the occurrence of the average shall contribute, (Art. 812, Code of Commerce) for the reason that they have benefited therefrom.

IV.

(a) What is the purpose and general scheme of the Bulk Sales Law? (b) What is deemed to be a sale and transfer in bulk? (c) What is the purpose of the Insolvency Law? (d) What are considered acts of involuntary insolvency?

(a) The main purpose of the Bulk Sales Law is to regulate the sale or transfer of goods in bulk and thereby prevent secret conveyances of property in fraud of creditors. The general scheme is that any person who sells property in bulk, as defined by law, must notify his creditors of the terms and conditions of the sale, and before receiving from the vendee any part of the purchase price, must deliver to such vendee a written sworn statement showing the names and addresses of all creditors together with the amount of indebtedness due to each; provided, however, that these requirements shall not be necessary if the vendor could produce and deliver to the vendee a written waiver by the creditors of their rights under the law.

(b) Any sale, transfer, mortgage, or assignment of a stock of goods, wares, merchandise, provisions or materials otherwise than in the ordinary course of trade and the regular prosecution of the business of the vendor, mortgagor, transferor or assignor, or any sale, transfer, mortgage, or assignment of all or substantially all, of the business or trade theretofore conducted by the vendor, mortgagor, transferor, or assignor, or of all, or substantially all, of the fixtures and equipment used in and about the business of the vendor, mortgagor, transferor, or assignor, shall be deemed to be a sale and transfer in bulk, in contemplation of this Act. (Sec. 2, Act No. 3952, as amended.)

(c) The purposes of the Insolvency Law are to effect an equitable distribution of the bankrupt's property among his creditors and to benefit the debtor in discharging him from his liabilities and enabling him to start afresh with the property set apart to him as exempt. (6 Am. Jur. 517.)

(d) The following are considered acts of involuntary insolvency:

1. That such person is about to depart or has departed from the Philippine Islands, with intent to defraud his creditors.
2. That being absent from the Philippine Islands, with intent to defraud his creditors, he remains absent.
3. That he conceals himself to avoid the service of legal process for the purpose of hindering or delaying or defrauding his creditors.
4. That he conceals, or is removing, any of his property to avoid its being attached or taken on legal process.
5. That he has suffered his property to remain under attachment or legal process for 3 days for the purpose of hindering or delaying or defrauding his creditors.
6. That he has confessed or offered to allow judgment in favor of any creditor or claimant for the purpose of hindering or delaying or defrauding any creditor or claimant.
7. That he has willfully suffered judgment to be taken against him by default for the purpose of hindering or defrauding his creditors.
8. That he has suffered or procured his property to be taken on legal process with intent to give a preference to one or more of his creditors and thereby hinder, delay or defraud anyone of his creditors.

9. That he has made any assignment, gift, sale, conveyance or transfer of his estate, property, rights, or credits with intent to defraud, delay, or hinder his creditors.
10. That he has in contemplation of insolvency, made any payment, gift, grant, sale, conveyance or transfer of his estate, property, rights or credits. (Sec. 20, Act No. 1956, as amended.)

V.

(a) A applied for a life insurance policy on October 12, 1956 stating at the time that he had never suffered from any of the enumerated diseases, including typhoid fever. On November 3, 1956, he became ill with typhoid fever and completely recovered on November 18, 1956. On November 20, 1956, the policy was delivered and the first premium paid by him, without disclosure of his typhoid illness. Three months later, A died from appendicitis. Is the policy void or valid? What are the rights of the parties in the case? Give reasons for your answer. (b) What is deviation in marine insurance? Effects thereof, if any, on the marine insurance policy.

(a) The policy is void. At the time the policy took effect, the representation was false. (Sec. 41, Act No. 2427, as amended.) Materiality is to be determined not by the event but solely by the probable and reasonable influence of the facts upon the party to whom the communication is due, in forming the estimate of the disadvantages of the proposed contract, or in making his inquiries. (Secs. 30 and 45, id.) However, the insurer must return the premium received to the heirs. (Security Life Ins. Co. v. Booms, 31 Cal. App. 119.)

(b) Deviation in marine insurance is a departure from the course of the voyage or the commencement of an entirely different voyage. (Sec. 116, Act No. 2427, as amended.)

An insurer is not liable for any loss happening to a thing insured subsequently to an improper deviation. (Sec. 119, id.)

VI.

Give five salient features of the General Bonded Warehouse Act. (b) S sold to R a certain quantity of hemp deposited in a warehouse and sent the quedans with the covering invoice to R without having been paid; but S's understanding was that the payment would be made against the quedans. R on the same day, turned over the quedans to the Philippine National Bank to secure payment of his pre-existing debts. R died on the evening of the day the quedans were delivered to the Bank. S brought an action against the Bank to recover the quedans or their value. Decide the case with reasons.

(a) Five salient features of the General Bonded Warehouse Act are:

1. No person shall engage in the business of receiving commodity for storage without first securing a license therefor from the Director of the Bureau of Commerce and Industry.
2. The application for a license to engage in the business of receiving commodity for storage shall be accompanied by a cash bond or bond secured by real estate or signed by a duly authorized bonding company, the amount of which shall be fixed by the Director of the Bureau of Commerce and Industry at not less than 33-1/3% of the market value of the maximum quantity of commodity to be received.
3. Every person licensed under this Act to engage in the business of receiving commodity for storage shall insure the commodity so received and stored against fire.
4. Every warehouseman licensed under this Act, shall keep a complete record of all the commodity received by him, of the receipts issued therefor, of the withdrawals, of the liquidation, and of all receipts returned to and cancelled by him.
5. Any warehouseman, licensed under this Act, receiving a quantity of commodity greater than that specified in his application and license, shall, upon conviction, be fined double the market value of the commodity so received in excess of the quantity of commodity he is authorized to receive.

(b) In the case of Siy Cong Bieng & Co. v. Hongkong and Shanghai Bank, 56 Phil. 598, the Supreme Court held: Taking into consideration that the quedans were negotiable in form and endorsed in blank by the plaintiff and by R, it follows that on delivery of the quedans to the bank, they were no longer the property of the indorser unless he liquidated his debts with the bank. The bank had a perfect right to accept the quedans in security of pre-existing debts without investigation of the authority of the person negotiating them. Since plaintiff had voluntarily clothed the person who negotiated the quedans with all the attributes of ownership and upon which the bank had a valid title to the quedans. The bank is not responsible for the loss; the negotiable quedans were duly negotiated to the bank and as far as the facts show, there has been no fraud on the part of the defendant bank. The above ruling is based on Sec. 47, Act No. 2137.

VII.

(a) Into how many kinds may interest on loans be classified? (b) When is compound interest allowed? (b) When is compound interest allowed? (c) May interest be paid in advance for a period of two years? Why? (d) What are the reasons for requiring answers under oath to complaints to recover usurious interest paid by debtor?

(a) Kinds of interest on loans:—

1. Simple interest — that which is paid for the principal or sum but, at a certain rate or allowance, made by law or agreement of the parties.
2. Compound interest — where the accrued interest is added to the principal sum, and the whole treated as a new principal, for the calculation of the interest for the next period.
3. Legal interest — that rate of interest at 6% per annum which prevail in the balance of any special agreement as to the rate between of any special agreement as to the rate between the parties.
4. Lawful interest — the rate of interest prescribed by law as the highest which may be lawfully contracted for or exacted.
5. Usurious interest — that which is paid or stipulated to be paid beyond the rate of interest allowed by law.

(b) Compound interest is allowed in the following cases:

1. By stipulation of the parties.

2. Upon judicial demand. (Sec. 5, Act No. 2655.)

(c) Interest may not be paid in advance for a period of two years because the law limits the payment of interest in advance for a period of not more than one year. (Sec. 5, id.)

(d) Reason for requiring denial under oath of a charge of usury —

Since the evil to be eradicated is so widespread, the legislator felt justified in presuming that it existed whenever its existence was alleged, unless denied under oath, thus demanding the guaranty of this oath, not in the allegation, but in the denial of this fact. (Lo Bun Chay v. Paulino, 54 Phil. 144.)

VIII.

(a) What are trademarks? (b) Under the Trademark Law, explain or illustrate the doctrine of "secondary meaning." (c) What constitutes infringement under the same law? (d) Define Patent. (e) What inventions are patentable?

(a) Trade-mark includes any distinctive word, name, symbol, emblem, or device or any combination thereof adopted and used by a manufacturer or merchant on his goods to identify and distinguish them from those manufactured, sold or dealt in by others. (Sec. 38, R.A. No. 166, as amended.)

(b) By the doctrine of secondary meaning is meant that even if a mark was originally not a valid trade-mark because it was a descriptive or geographic word and was originally incapable of conferring property rights on its users, if it had subsequently been exclusively and continuously used by a manufacturer or trader for such a long time that it had lost its primary meaning and had come to indicate in the public mind only the origin of the goods, it would be regarded as a lawful trade-mark conferring property rights, and the courts would protect it against infringement. (Ang v. Teodoro, 2 O.G. No. 7, p. 673; Sec. 4(f), R.A. No. 166, as amended.)

(c) There is infringement when a person shall use, without the consent of the registrant, any reproduction, counterfeit, copy or colorable, imitation of any registered mark or trade-name in connection with the sale, offering for sale, or advertising of any goods, business or services on or in connection with which such use is likely to cause confusion or mistake or to deceive purchasers or others as to the source or origin of such goods or services, or identity of such business; or reproduce, counterfeit, copy or colorably imitate any such mark or tradename and apply such reproduction, counterfeit, copy or colorable imitation to labels, signs, prints, packages, wrappers, receptacles or advertisements intended to be used upon or in connection with such goods, business or services. (Sec. 22, R.A. No. 166, as amended.)

(d) Patent — a writing securing to an inventor, for a term of years, the exclusive right to make, use, and vend his invention.

(e) Any invention of a new and useful machine, manufactured product or substance, process or an improvement of any of the foregoing, shall be patentable. (Sec. 7, R.A. No. 165, as amended.)

IX.

(a) Extent and limitations of the power of Philippine corporations to own real estate. (b) Explain the nature of, and the reason for, non-par-value shares of stock. What corporations, if any, may not issue such kinds of shares. (c) The estate of deceased B, owner of 108,000 shares of stock of a mining company, received from the latter 54,000 shares representing 50% stock dividend on the 108,000 shares. The widow of Mrs. B, as usufructuary or life tenant of the estate, petitioned the estate's administrator to indorse and deliver to her the corresponding certificate of stock, claiming that the said dividend was fruit or income. The legal heirs of B opposed, alleging that the said stock dividend was part of the capital and, therefore, belonged to the remainderman. Decide the case with reasons.

(a) Under Sec. 5 of Act No. 1459, as amended, every corporation has the power to purchase, hold and lease such real property as the transaction of the lawful business of the corporation may reasonably and necessarily require. The owning of a business lot upon which to construct and maintain its office is reasonably necessary to a corporation. Also, a corporation may purchase real estate when necessary for collection of loans, but in this case, it shall dispose of the same within 5 years after receiving title.

(b) Non-par value shares of stock are those which on its face do not have a stated or nominal value and do not contain any reference to a specific money value.

Corporations issue no-par value shares for these reasons:

1. Flexibility of their prices.
2. Shares are non-assessable.
3. Corporations may finance themselves at market prices.

The following corporations may not issue no-par shares:

1. Banks
2. Trust companies
3. Insurance companies
4. Building and Loan Associations
5. Corporations issuing preferred shares of stock, the holders of which are entitled to any preference in the distribution of assets. (Sec. 5, Act No. 1459, as amended.)

(c) Stock dividends constitute fruits or incomes which belong to the usufructuary. (Bachrach v. Seifert, 48 O.G. 569.)

X.

In payment of canned goods he had purchased, Pedro Flores, of Cabanatuan, drew a check upon the Philippine National Bank for ₱1,000 payable to the order of Veraz and Co., the seller in Manila. He sent the check by mail. Later, for valuable consideration, Veraz and Co. indorsed the check "without recourse" to Juan Santos. The latter indorsed it in blank, for consideration, to Pablo Reyes, who in turn sold it for ₱800, by delivery, to Antonio Gomez. The canned goods were never forwarded to Flores.

(a) Gomez presented the check to the Bank; but payment was refused because Reyes had not indorsed it. (1) Is the Bank right in so refusing? Why? (2) May Gomez successfully sue the Bank if he can prove that Flores has enough funds there? Why?

(b) If Gomez gave due notice to Veraz and Co., may he recover from the latter? Reasons.

(c) If Gomez gave due notice to Flores, may he recover from the latter even if, as stated, the canned goods were never delivered? Reasons.

(d) May Gomez recover from Santos? Why? May he recover from Reyes? Why?

(a) 1. While the blank indorsement of Juan Santos made the check payable to bearer and negotiable by delivery, the bank may refuse payment as a matter of policy in order to better protect itself. (Ang Tek Lian v. Court of Appeals, 48 O.G. 125.)

2. Gomez may not sue the Bank even if he can prove that Flores has enough funds there. A bank may not be compelled to pay a check unless it has certified it. If at all, it is Flores who can sue the bank for damages arising from its refusal to pay the check. (Phil. National Bank v. Relativo, G.R. No. L-5298, Oct. 29, 1952.)

(b) If Gomez gave due notice to Veraz & Co., still he may not recover from the latter because its liability arises from a qualified indorsement, "without recourse," meaning that Veraz & Co. does not warrant the payment of the instrument by the principal party. (Secs. 38, 65, Act No. 2031.)

(c) If Gomez gave due notice to Flores, the former may recover from the latter who, as drawer, warrants that on due presentation the instrument will be paid and if not paid, he will pay it provided necessary proceedings on dishonor be duly taken.

The fact that there was failure of consideration as far as Flores is concerned, will not affect the rights of Gomez because unless otherwise proved, every holder is deemed a holder in due course, (Sec. 59, **id.**) As regards a holder in due course, absence or failure of consideration is no defense. (Sec. 28, **id.**)

(d) Gomez may recover from Santos if the former gave notice of dishonor to the latter, because his indorsement being in blank, he is liable as a general indorser. As such, he warrants that on due presentment, the instrument will be paid and if not paid and necessary proceedings on dishonor be duly taken, he will pay it. (Sec. 66, **id.**)

Gomez may not recover from Reyes because the latter negotiated the instrument by mere delivery, and therefore, he does not warrant that on due presentment, the instrument will be paid. (Sec. 65, **id.**)

INTERNATIONAL LAW

Answered by Prof. Luis Panlilio

I.

How may observance of International Law be secured: (a) By states? (b) By individuals?

Rules of Int. law are observed and enforced, (a) In the case of States:

1. In early modern Int. law, there were only moral and no positive modes of enforcement or sanctions. Prof. Lawrence very rhetorically says in this connection that the rules of Int. law are enforced, partly by the conscientious conviction that they are good and right, partly by those subtle influences which make it difficult for a man or body of men to act in defiance of the strongly held views of those with whom they habitually associate, and partly, lest disregard of them would in the long run bring evil upon the recalcitrant.
2. Later, fear of adverse public opinion came to be recognized as a sanction, but this is still at most a moral sanction.
3. Still later, a more positive sanction came to be recognized, in the form of self-help.
4. Nowadays, positive sanctions are provided in the Charter of the UNO, and likewise the provision for punishment of war crimes.

(b) With respect to individuals:

The accepted rules of Int. law, being a part and parcel of the municipal laws of civilized states of the world, its rules are enforced by the same municipal tribunals which enforce the municipal laws of the States:

II.

(a) What is the relation of International Law to Municipal Law, in general? (b) What is the relation of International Law to Municipal Law, in the Philippines? (c) Name and describe the three prevailing theories of Private International Law.

(a) Int. law is a part of the municipal law of civilized States, whether or not there is a treaty or statute to the effect, because membership in the society of nations imply the acceptance of the rules that govern that society.

(b) Under Art. II, Sec. 3, of the Philippine Constitution, it is provided that: "The Philippines renounces war as an instrument of national policy, and adopts the generally accepted principles of international law as a part of the law of the nation." As such therefore the generally accepted principles of international law are a part of the municipal law of the Philippines.

(c) Heretofore the three prevailing theories in Conflict of laws are the following:

1. The Domicillary theory, under which the law that governs a person or his personal law, is the law of his domicile.
2. The Nationality theory, under which, the personal law of the individual is the law of his nation, the law of the state of which he is a citizen, in other words, the lex patriae.
3. The Eclectic theory, otherwise also known as the Mixed theory, or the theory of the Situs, under which, the law that governs an individual, is the law of his situs.

In recent times however, the eclectic or situs theory has been discarded, so that actually now, there are only two theories recognized, and these are: the domicillary theory recognized by most common-law countries, and the nationality theory, recognized by most civil-law countries.

III.

X is a country where Parliament elects the President (chief of State). Certain sections of this country stage a revolt. Parliament holds emergency session and approves a resolution of No Confidence **in the President. Members in Parliament voting for the resolution are evidently pro-rebel. The rebel sections organized a government more or less complete in all its**

branches, that seeks foreign aid. Questions: (a) May this foreign aid be justified, if given? (b) Is this foreign aid — intervention? Give reasons for your answer.

(a) Foreign aid by another government to the rebel faction is not justified in this case.

(b) Such foreign aid is not justified because it constitutes "intervention". Intervention in civil wars or revolutions are never justifiable in Int. law. Even the Charter of the UNO provides that, nothing in the Charter authorizes the organization to intervene in matters which are essentially internal or domestic in character. A revolution or civil war is an internal or domestic matter.

IV.

In the state of X revolt takes place. Some three rebels from this state X come to the neighboring country X carrying passports issued before the revolt, by the government X. Question: May these three rebels be permitted to land by the authorities of Y? Give reasons for your answer.

Subject to police and visa regulations, a State will nowadays invariably admit for temporary stay within its territory, an alien who holds a passport from his home country, a passport being an evidence merely of the citizenship of the holder thereof. Subject to the foregoing, the 3 rebels, citizens of State X, may be permitted to land in State Y, but State Y, is under obligation to see to it that the rebels do not make its territory as a base of their operations, and likewise not permit them to commit hostile acts against their own country (State X), such as the soliciting of contributions, recruiting of soldiers, the fitting out of military, naval or aerial expeditions and the like.

V.

(a) What is the: (1) Drago doctrine? (2) Monroe doctrine? (3) Truman Doctrine?

(b) Have the above doctrines the force of International Law? Why?

(a) 1. Drago Doctrine: This doctrine is named after its author, Dr. Luis Drago, one time foreign minister of Argentina. In 1902, as a result of the blockade of Venezuela by the combined fleets of Great Britain, Germany and Italy, with the object of enforcing contractual and other claims against Venezuela, Dr. Drago formulated the doctrine now known under his name, that "a public debt cannot give rise to the right of intervention, and much less the occupation of the soil of any American nation, by any European power." This doctrine was thus advanced by its author as supplementary to the Monroe Doctrine.

2. Monroe Doctrine: As a result of the attempt of the Holy Alliance in Europe, to help Spain to recover her revolted South American colonies, then Pres. James Monroe of the United States, in 1823, manifested substantially that the United States States will have peace, commerce and honest friendship towards all nations, but entangling alliances with none; that by the independent condition which have been attaied by the states in the American continent, they are no longer opened to future European colonization, and any attempt by any European power to extend to the new

world their form of government, will be considered by the United States as a highly unfriendly act. This enunciation by Pres. Monroe, came to be known as the Monroe Doctrine, which ushered in the once traditional policy of isolationism by the United States. At the outset it was only a unilateral declaration of self-defense by the United States, but it later on became a multilateral declaration of hemispheric defense, after most American states adopted the same. As such it became the first of what are now known as "Regional Arrangements" or "Regional Agreements" for self-defense, expressly respected by the Covenant of the now defunct League of Nations, and by the Charter of the United Nations.

3. Truman Doctrine: The so-called Truman doctrine was a proposal made by Pres. Truman of the United States, contained in his message to the American Congress in 1947, proposing the extension of economic and military aid to support free peoples in Europe in resisting attempted subjugation.

(b) The Drago and Monroe doctrines having received general recognition by the States of the world, it would seem that said doctrines have the force of Int. law. The so-called Truman doctrine on the other hand being still the object of dispute by many states even in the United States, in other words, being still controversial, may not yet be considered as having the force of international law.

VI.

What was the status in International Law of the Government of the Philippines under the: (a) Philippine Executive Commission during the Japanese occupation? (b) Philippine Republic, also during the Japanese occupation?

(a) The Phil. Executive Commission established during Japanese occupation of the Philippines, was a "de facto" government of the 3rd. type, it being a government set up by paramount force as against the duly constituted government, by the superior force of a foreign invading army.

(b) The Philippine Republic during the last occupation, not having been recognized by a sufficient number of states, did not acquire the status of an independent sovereign state, although with respect to Japan and her allies who extended recognition of independent sovereign existence, said Philippine Republic, became an independent sovereign state. The government, however, the same as the Philippine Executive Commission, was a "de facto" government.

VII.

General Pancho Villa was Commander under General Carranza who revolted in 1913 against General Huerta. This General Huerta declared himself Provisional President of Mexico after the assassination of Madero, lawful president of Mexico. General Pancho Villa, mentioned above, seized certain property belonging to Martinez & Co. of Mexico. Now, the seized property reached the hands of Central Leather Co. in the State of New Jersey. An action in replevin was filed in the U.S. by an assignee of Martinez & Co. against Central Leather Co. Question: Will the action prosper? Give reasons for your answer.

The property in litigation consisted of hides or leather, sold at a confiscation sale, after they were ordered seized by Gen. Pancho Villa of the

revolutionary government of General Carranza, in Mexico, for failure of the owner of the hides to pay contributions levied in the area by Gen. Pancho Villa, to defray the expenses of running the revolutionary government.

Pending the replevin suit in the courts of the United States, the United States recognized the revolutionary government of Gen. Carranza, as the de jure government of Mexico.The United States Supreme Court, in sustaining the validity of the sale by Gen. Pancho Villa, held that the recognition of a new government retroacts from the moment of the inception of the movement which eventually led to the establishment of a new government, and validates all acts of said government from the commencement of its existence, and that the acts of one government cannot be questioned in the Courts of another as this may imperil the friendly relations between the governments concerned.

VIII.

X is a male Filipino. He married Y an American woman in Nevada, U.S.A. They lived together as husband and wife for a period of five years in the same state. X returned to the Philippines alone leaving his wife in Nevada. After staying two years in the Philippines X was sued for divorce in Nevada by Y and she obtained a decree of divorce. Three years after the divorce had been granted, X married in the Philippines in the year 1952. Question: Is this second marriage of X valid in the Philippines. Reasons.

With the effectivity of the new Civil Code on Aug. 30, 1950, absolute divorce previously recognized in this jurisdiction under Act 2710, is now no longer recognized. The Nevada divorce having been secured three years prior to 1952, was therefore decreed sometime in 1949, when Act 2710 was still in force in the Philippines. According to various decisions of our Supreme Court on the matter, among which are the cases of Ramirez vs. Moore, Gorayeb vs. Hashim, Hix vs. Flemur, and the case of Barretto Gonzales vs. Gonzales, for a foreign acquired divorce to be valid in this jurisdiction, it is necessary that the court decreeing the divorce, must be the court of the matrimonial domicile and must have been granted on one of the grounds recognized by the abovesaid Act 2710.

If the Nevada divorce therefore complied with the above, the divorce will be recognized in this jurisdiction, and the second marriage of the Filipino husband X, is valid, otherwise, the second marriage is not valid.

IX.

(a) A crime was committed on board a merchant vessel carrying the flag of country X. Said crime was committed within the jurisdictional waters of country Y. Question: What state or country has authority to try the crime? Reasons. (b) May action be brought in state X for recovery on breach of contract committed in state Y? Reasons?

(a) In this connection there are two theories, the British and the French. If country Y adopts the British, its courts will have jurisdiction to try the offense. If the French theory is the one adopted, its courts will have jurisdiction to try the offense, only if the occurence on board the vessel, disturbed the peace and order of the port.

(b) Yes, action may be brought in state X, for recovery on breach of contract committed in state Y, because liability or obligation under a contract is not territorial. Courts of one state, because of the demands of justice, comity, reciprocity, utility and international convenience, as well as because of vested rights and the desire to harmonize the laws of the states of the world, will even enforce a contract entered into in another jurisdiction, but in these cases, it is the proper law of the contract that will govern the contract.

X.

(a) What is a protectorate? Name one country which is actually and presently a protectorate. (b) These are days of revolts and rebellions. What is meant by the recognition of belligerency, and what is the effect of this recognition?

(a) There are three types of protectorates known in international law, namely; the international, the colonial, and the anomalous protectorates. The most common however, are the international protectorates, where one international person comes under the protection of another international person, examples of which existing now are; the Principality of Monaco with respect to France; the Republic of San Marino with respect to Italy; and the Grand Duchy of Luxembourg with respect to Belgium.

(b) Belligerency is the status accorded to political communities which are not yet states, but are struggling by force of arms to establish independent existence, or trying to impose the government of their choice as against the constituted government. They are communities which have all the requirements to be a State in international law, but have not yet received recognition by existing States.

The effect of the recognition of belligerency, is to endow much communities with all the rights and obligations of sovereign States, but only in so far as the war for independence is concerned, but no further.