

WORK STOPPAGES BY CALENDAR YEAR  
PHILIPPINES: 1957-1971

Year	Work Stoppages			Workers		Involved		Man-days Idle		Per Worker Involved
	Number	Average Duration (Calendar Day)	Number	Percent of Wage & Salary Workers	Number	Percent of all WSW*				
1957	59	17.6	19,706	0.87	218,120	0.04	11.1			
1958	59	24.9	16,634	0.95	374,536	0.05	22.5			
1959	59	29.7	26,693	0.96	456,967	0.05	17.1			
1960	43	31.9	15,048	0.54	277,354	0.03	18.4			
1961	67	24.9	29,283	1.05	522,933	0.06	17.9			
1962	80	20.4	44,597	1.63	537,345	0.06	12.0			
1963	88	37.6	47,520	1.42	1,454,937	0.14	30.6			
1964	101	24.4	64,624	1.93	842,342	0.08	13.0			
1965	109	31.4	55,229	1.50	811,556	0.06	14.7			
1966	108	25.4	61,496	1.67	756,257	0.07	12.3			
1967 <sup>1</sup>	68	28.6	47,524	1.13	696,890	0.821	14.7			
1968	121	26.6	46,445	1.22	584,498	0.73	12.6			
1969	122	26.6	62,803	1.68	1,066,642	1.19	16.9			
1970	104	10.4	36,852	1.34	994,689	0.35	26.9			
1971	157 <sup>a</sup>	41.7	62,138	1.29	1,429,195	0.71	23.0			

(Sources of Data: Labor Statistics Service, and Bureau of Labor Relations).

\* WSW-Wage and Salary Workers.

<sup>1</sup> Data prior to 1967 may not be compared with data in 1967 and subsequent years as the method of computation used in those years inflated working time by 10% and the WSW count was not exclusive of the non-striking group like non-corporate govt. workers and the proprietors, managers, administrators and others.

## Answers to the 1973 Bar Questions in Civil Law

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Upon consultation with Judge Edgardo L. Paras

### I

(a) Who are citizens of the Philippines under the new Constitution?

Answer: (a) The following are citizens of the Philippines:

(1) Those who are citizens of the Philippines at the time of the adoption of the 1973 Constitution;

(2) Those whose fathers or mothers are citizens of the Philippines;

(3) Those who elect Philippine citizenship pursuant to the provisions of the Constitution of 1935;

(4) Those who are naturalized according to law. (See 1973 Constitution, Article III, Section 1)

(b) X and Y, both Filipino citizens and first cousins, contracted marriage in Hongkong. Under the laws of Hongkong, marriage between first cousins is valid. Upon their return to the Philippines, they lived together but were later separated. X filed an action for support against Y. Decide the case with reasons.

Answer: (b) The action for support should be dismissed. X is not entitled to be supported by Y, because their marriage in Hongkong being between first cousins and therefore incestuous (Art. 81 No. 3) under Philippine Law can not be recognized as valid in the Philippines, even if valid in the place where it was celebrated. The controlling rule is indicated in Article 71 of the Civil Code:

"All marriages performed outside the Philippines in accordance with the laws in force in the country where they were performed, and valid there as such, shall also be valid in this country, except bigamous, polygamous, or incestuous marriages, as determined by Philippine Law."

(c) Is marriage by proxy, whether in the Philippines or abroad valid? Explain.

Answer: (c) A marriage by proxy is one where one of the parties is merely represented at the ceremony by a friend or delegate. The rules for such a marriage may be stated in the following manner:

(1) If performed in the Philippines — the marriage is void, because personal physical presence of both parties is ostensibly required under Article 55 of the Civil Code, which provides in part, "x x x the parties x x x must declare, in the presence of the person solemnizing the marriage and of two witnesses of legal age, that they take each other as husband and wife. . ."

(2) If performed abroad and valid there, same would be valid here, the controlling rule, being the *lex loci celebrationis*, except in certain instances.

## II

- (a) *Juan found out that his wife, Maria, was maintaining illicit relations with Pedro, because of which Maria left the conjugal home. Juan later caught his wife in the act of sexual intercourse with Jose. Juan then told Maria of his intention to file a complaint for legal separation. Maria agreed provided she would not be prosecuted for adultery. During the hearing of the case for legal separation, the trial judge asked Maria why she did not answer the complaint and she replied that she was agreeable to the legal separation. The lower court denied the legal separation on the ground that there was a confession of judgment by Maria. Juan appealed. Decide the appeal with reasons.*

*Answer:* (a) The legal separation may be granted if there is evidence of the adultery independent of the confession of judgment, since the judgment would not be based on her confession, but upon evidence presented by the plaintiff. Article 101 of the Civil Code provides in part, "No decree of legal separation shall be promulgated . . . by confession of judgment . . ." What the law prohibits is a judgment based exclusively or mainly on defendant's confession. If a confession defeats the action *ipso facto*, any defendant who opposes the separation will immediately confess judgment, purposely to prevent it. (Ocampo vs. Florentino, L-13553, Feb. 23, 1960; 107 Phil. 35, at 38, 39)

- (b) *X and Y, a Filipino couple, emigrated to the United States and established their residence in New York City. Y committed adultery with Z, another Filipino, and X was able to obtain a divorce from Y. X returned to the Philippines and married A. Is the marriage valid? Reasons.*

*Answer:* (b) The marriage is void. Article 83 provides that "Any marriage subsequently contracted by any person during the lifetime of the first spouse of such person with any person other than such spouse shall be illegal and void from its performance, unless:

- (1) The first marriage was annulled or dissolved; x x x"

At the time of X's marriage to A, the first marriage had not yet been dissolved. The divorce decree obtained by X from Y in the United States cannot be recognized as valid in the Philippines, because the couple's status is governed by Philippine law (Article 15, Civil Code), and because our prohibitory laws on persons (including our denial of absolute divorce) cannot be rendered nugatory and ineffective by a contrary foreign decree or judgment. (Article 17, par. 3, Civil Code; see also Recto v. Harden, L-6897, Nov. 29, 1956; 100 Phil. 427, at 429; Raymundo vs. Peñas, L-6705, Dec. 23, 1954; 96 Phil. 311, at 314.) To recognize the divorce would be contrary to the forum's important public policy. (Minor, Conflict of Laws, pp. 8-14)

- (c) *Give the tests for determining whether a certain property is real (immovable) or personal (movable).*

*Answer:* (c) The tests for determining whether a certain property is real (immovable) or personal (movable) are:

- 1) Test of mobility, that is, if the property is capable of being carried from place to place;
- 2) Test by description, that is, if such change in location can be made without injuring the real property to which they may in the meantime be attached;

- 3) Test by exclusion, that is, if the object is not one of those enumerated in Article 415—

Then the inevitable conclusion is that the property is personal property. (3 Manresa 46-47, 5th Ed.; p. 43, 6th Ed.)

(Note: Test by exclusion is superior to the other tests)

## III

- (a) *Are the wife's paraphernal property and its fruits liable for the personal obligations of the husband which had redounded to the benefit of the family? Explain.*

*Answer:* (a) The fruits of the paraphernal property, not the paraphernal property itself, are subject to the personal obligations of the husband if they redounded to the benefit of the family. (Caltex [Phil.], Inc. vs. Felias, L-14309, June 30, 1960; 108 Phil. 873, 877; Article 138; Laperal vs. Katigbak, 560 O.G. 3394, at 3399; 104 Phil. 999, 1006)

- (b) *An agricultural corporation applied for the registration of a big parcel of land situated in Palawan, claiming that through its predecessor in interest, it had been in open, continuous, exclusive, notorious and lawful possession of the land since 1912, under a bonafide claim of acquisition and ownership. However, it was proved by the Director of Lands, who had opposed the application, that it involves a public land covered by the applicant's sales application and that the land was not awarded to applicant, it having refused to pay the value thereof as determined by an appraisal committee. Decide the case with reasons.*

*Answer:* (b) The corporation's application for registration should be denied because by the mere fact that the applicant previously filed a sales application therefor, it is evident that its possession of the lot is not adverse. Necessarily, the petition must fail.

- (c) *In order to acquire easements by prescription, how should the time of possession be computed?*

*Answer:* (c) The time of possession to acquire easements by prescription shall be computed according to the following rules: In positive easements, from the day on which the owner of the dominant estate, or the person who may have made use of the easement commenced to exercise it upon the servient estate; and in negative easements, from the day on which the owner of the dominant estate forbade, by an instrument acknowledged before a notary public, the owner of the servient estate, from executing an act which would be lawful without the easement. (Article 621, New Civil Code)

## IV

- (a) *In a public document, A donated certain properties to his niece, B. It is expressly provided in the document that while A, the donor, is still living, the properties donated and their products shall be at his disposal and only properties left undisposed by the donor during his lifetime, if any, shall be received by B, the donee. The donation was duly accepted by B. A's other relatives challenged the validity of the donation. Give your opinion with reasons.*

*Answer:* (a) The donation is void. The evident intent of the donor was to give a donation only after his death. This is so because the donor reserved during his lifetime the right to dispose of the properties allegedly donated. In a true donation *inter vivos*, no such reservation or power to revoke can be made except in the instances provided by law. The donation is therefore, not *inter vivos*. On the other hand, it cannot even be a valid donation *mortis causa*, for this kind of donation requires the formalities of a valid will. Since a will was not made, it follows that even as a donation *mortis causa*, the donation is void. Therefore, the donees are not entitled to the properties. Instead, they should go to the legal heirs of the donor. (*Bautista vs. Sabiniano*, L-4236, Nov. 18, 1952)

- (b) *A bought in good faith a diamond ring from B. It turned out that B had stolen the same ring from C, who instituted a criminal case against B for theft. While the criminal case was pending, C filed a motion praying the court to order A to return the ring to him. Decide the motion with reasons.*

*Answer:* (b) The motion for the return of the ring must be denied, for while it is true that the true owner who has been illegally deprived of an object may recover the same from the possessor, even if the latter be in good faith, still in the instant case, certain things must be considered:

- 1) *in the meantime*, A must be considered as the true owner, and should be protected in his possession;
  - 2) the rule on recovery is predicated on *illegal deprivation*; the mere filing of the criminal charge is *no proof* that a crime had indeed been committed;
  - 3) the court has no right to interfere with the possession of A who is *not even a party to the criminal proceedings* (See: *Chua Hai v. Hon. Kapunan and Ong Shu*, L-11188, June 30, 1958).
- (c) *Considering that the testator died in 1933 but the petition for the probate of his will was filed in 1945 or twelve (12) years later, may such petition be barred by laches or statute of limitations? Explain your answer.*

*Answer:* (c) The will may still be probated, since neither laches nor prescription would be applicable. The Statute of Limitations fixes time limits for the filing of civil actions, but not for special proceeding of which a probate is admittedly one. The distinction is not merely verbal or a matter of terminology, for there are differences between the two. Probate proceedings are not exclusively established in the interest of the surviving heirs but primarily for the protection of the testator's expressed wishes that are entitled to respect as a consequence of his ownership and right of disposition. If the probate of validly executed wills is required by public policy, the state could not have intended the Statute of Limitations to defeat that policy. Hence, the will may still be admitted to probate (*Guevarra vs. Guevarra*, 98 Phil. 249).

## V

- (a) *Name five (5) instances wherein the debtor is not relieved from liability for the breach of an obligation due to fortuitous event.*

*Answer:* (a) The debtor is responsible for a fortuitous event in the following cases, among others:

- 1) When expressly declared by law;
  - 2) When expressly declared by stipulation or contract;
  - 3) When the nature of the obligation requires the assumption of risk (doctrine of created risk) (Article 1174);
  - 4) When the obligor delays (is in *dolo* or default); and
  - 5) When the obligor is guilty of bad faith. (Art. 1165)
- (b) *X borrowed from Y the sum of P20,000.00, promising to pay said amount "as soon as possible or as soon as I have money." Because X failed to pay despite repeated demands, Y sued him. The court in its judgment declared that inasmuch as the consideration of payment was left to the will of the debtor, it was void; however, the court also ruled that the consideration being void, the obligation was pure and unconditional, and therefore, immediately demandable. Is the judgment correct? Reasons.*

*Answer:* (b) The judgment is erroneous. Article 1180 provides: "When a debtor binds himself to pay when his means permit him to do so, the obligation shall be deemed to be one with a period, subject to the provisions of Article 1197." Although it may be seen that Article 1180 speaks of a condition ostensibly dependent exclusively on the will of the debtor (and therefore, apparently void, under Article 1182), the fact remains that payment is not dependent on the debtor's will, for indeed, he has promised payment. What really depends on him is not payment, but the time when payment is to be made. Hence, the law under Article 1180 considers this obligation as one with a term or period.

It is obvious that to leave the length of the term to the discretion of either debtor or creditor would be unjust. Therefore, Article 1197 should be applied, where the Court is obliged to fix the duration of the period. The general rule, therefore, is for the creditor to ask the court first for the fixing of the term, and it is only when that term set arrives that he can demand fulfillment. Any action to recover before this is done is considered premature (*Patente vs. Omega*, 93 Phil. 218, 220). (In said case, the issue revolved on the words "as soon as possible or as soon as I have the money." The Supreme Court held, citing *Eleizegui vs. Manila Lawn Tennis Club*, 2 Phil. 325; *Levy Hermanos vs. Paterno*, 18 Phil. 357; *Seoane vs. Franco*, 24 Phil. 320; *Yu Chin Piao vs. Lim Tuaco*, 33 Phil. 98; *Gonzales vs. Jose*, 66 Phil. 369, that the obligation is one with a period, which shall be fixed upon request of the creditor.

- (c) *In an obligation with a penalty clause, may the obligor be required to pay indemnity for damages and interest in case of non-compliance? Explain.*

*Answer:* (c) In obligations with a penal clause, the penalty shall substitute the indemnity for damages and the payment of interests in case of non-compliance only if there is no stipulation to the contrary. Moreover, damages shall be paid if the obligor refuses to pay the penalty or is guilty of fraud in the fulfillment of the obligation. (Article 1226, par. 1, New Civil Code) The reason for the third exception is clear: there can be no renunciation of an action to enforce liability for future fraud be-

cause this is against public policy and against the express provisions of the law. (See also Cabarroguis vs. Vicente, L-14304, March 23, 1960)

## VI

- (a) A and B obligated themselves jointly and severally to pay X the sum of P5,000.00. Subsequently, A married X's daughter. When A offered to pay the whole indebtedness to X, the latter refused to accept. May X recover the entire sum from B? Reasons.

Answer: (a) X may not recover anything from B. He has totally remitted the solidary obligation, (this is so because there is nothing in his refusal to accept payment from A to indicate that he was remitting only A's share and under the law, this total remission benefits all the solidary debtors.

- (b) X found a promissory note for P1,000.00 executed by Y payable to Z or his order. X presented the note to Y who paid the amount. Is the payment valid? Reasons.

Answer: (b) The payment is not valid. X is the possessor of the document only, not the credit itself. The obligation will be extinguished only if the debtor paid in good faith to the person in possession of the credit. (Article 1242, New Civil Code) Payment should have been made to the person in whose favor the obligation was constituted, or his successor in interest, or any person authorized to receive it. (Article 1240, New Civil Code) When Y paid X, he (Y) was paying to an unauthorized agent. He should have made proper verification. (Henry E. Keeler Electric Co. vs. Rodriguez, 44 Phil. 19)

- (c) May a contract purporting to be an absolute sale of real property be presumed to be an equitable mortgage? Explain.

Answer: (c) A contract whether purporting to be a sale or a retro or an absolute sale shall be presumed to be an equitable mortgage in any of the following cases:

- 1) When the price of a sale with right to repurchase is unusually inadequate;
- 2) When the vendor remains in possession as lessee or otherwise;
- 3) When upon or after the expiration of the right to repurchase another instrument extending the period of redemption or granting a new period is executed;
- 4) When the purchaser retains for himself a part of the purchase price;
- 5) When the vendor binds himself to pay the taxes on the thing sold;
- 6) In any other case where it may be fairly inferred that the real intention of the parties is that the transaction shall secure the payment of a debt or the performance of any other obligation.

In any of the foregoing cases, any money, fruits, or other benefit to be received by the vendee as rent or otherwise shall be considered as interest which shall be subject to the usury laws. (Articles 1602 and 1603, New Civil Code)

## VII

- (a) Juan and Maria are husband and wife. During their marriage, Juan had sexual relations with Petra as a result of which she conceived. Maria died and two months after her death, Petra gave birth to a son named Pedro. Juan and Petra then married each other. Is Pedro their legitimate child? Explain your answer.

Answer: (a) Pedro is not a legitimate child of Juan and Petra for he was born outside of wedlock; hence, he is a spurious child in view of the impediment. And, he did not become legitimated by his parents' subsequent marriage, for a spurious child cannot be legitimated.

- (b) X, a Spanish citizen but a resident in San Francisco, California, U.S.A., executed a will in Tokyo, Japan. May such will be probated in the Philippines and his estate in this country distributed in conformity with the provisions of the will? Explain your answer.

Answer: (b) The will may be probated in the Philippines, provided it is both extrinsically and intrinsically valid. Extrinsic validity refers to the forms and solemnities in the making of wills (including age and capacity of the testator to make the will, the number of witnesses, the form of will, and so forth). On the other hand, intrinsic validity concerns itself with the order of succession, the amount of successional rights, the capacity to succeed, and the intrinsic validity of the provisions of the will. (Article 16, par. 2; Article 1039, Civil Code)

Both kinds of validity are important; once a will is void extrinsically, it is clear that no effect can be given to it; a will that has complied with all the formalities can also be rendered useless if all the provisions it contains are contrary to law.

If a foreigner makes a will abroad, he must comply with the formalities of the lex nationalii, or the lex domicilii, or Philippine law, (Art. 816, Civil Code), or the lex loci celebrationis (Art. 17, par. 1, Civil Code). Hence, if X followed any of the formalities prescribed in Spain, California, Philippines, or Japan, the will shall be considered extrinsically valid in our courts.

In order that X's will may be intrinsically valid, he must have followed Article 16, par. 2 which provides "... Intestate and testamentary successions, both with respect to the order of succession and to the amount of successional rights and to the intrinsic validity of testamentary provisions, shall be governed by the national law of the person whose succession is under consideration, whatever may be the nature of the property and regardless of the country wherein said property may be found." Hence, X should follow the law of Spain with regard to the intrinsic validity of testamentary provisions, order of succession, amount of successional rights, and the capacity to succeed. Otherwise, those provisions contrary to law would be disregarded, and shall in no case prejudice the rightful heirs, even if the testator should otherwise provide (Article 873, Civil Code; Miciano vs. Brimo, 50 Phil. 867, at 870-871).

- (c) May a holographic will which has been lost or destroyed without intent to revoke be probated? Explain.

*Answer:* (c) If a holographic will has been lost or destroyed without intent to revoke, and no other copy is available, it can never be probated because the best and only evidence therefor is the handwriting of the testator in said will. Evidence of sample handwritten statements of the testator cannot be admitted because there would be no handwritten will with which to make a comparison. It is believed, however, that a photostatic copy of the holographic will may be allowed because here, there can be a comparison. Evidently, the probate of a lost or destroyed will referred to in the last paragraph of Art. 830 can only refer to a notarial, not a holographic will.

## VIII

- (a) *X leaves an estate valued at P80,000. His intestate heirs are his widow, Y; two legitimate children, A and B; one acknowledged natural child, C; and one illegitimate child, D. How will X's estate be divided among his heirs? Explain your answer.*

*Answer:* (a) Applying the proportion of 10, 5, 4 (10 for the first legitimate child, 10 for the second legitimate child, 5 for the acknowledged natural child and 4 for the acknowledged illegitimate (spurious) child, we have  $10+10+10+5+4 = 39$  shares = P80,000. 1 share will be P2,051+. Thus:

1st legitimate child	$= 10 \times P2051 = P20,510 +$
2nd legitimate child	$= 10 \times P2051 = P20,510 +$
Widow	$= 10 \times P2051 = P20,510 +$
Anc	$= 5 \times P2051 = P10,255 +$
Illegitimate child	$= 4 \times P2051 = P 8,204 +$

(NOTE: The illegitimate child is presumed to be an acknowledged spurious child, otherwise he does not inherit and the other heirs will get his share, proportionately).

- (b) *A and B are C's brothers. D is the child of A; and E of B; while F is the child of D. C died without leaving a will. A, B and D are likewise dead. My F inherit from C? Explain.*

*Answer:* (b) F will not inherit from C either in his (F's) own right or by right of representation: not in his own right, for the nearer relative E excludes the farther relative F; nor in representation of D because the right of representation in the collateral line takes place only in favor of the children of brothers or sisters, whether they be of the full or half blood. (Article 972, par. 2) In the problem, F is the *grandchild* of A, and as such, cannot represent either A or B.

- (c) *Mention the requisites for the so-called reserva troncal.*

*Answer:* (c) The requisites of reserva troncal are:

- 1) An ascendant inherits from his descendant any property;
- 2) The ascendant inherits said property *by operation of law* from his descendant;
- 3) Such descendant has previously acquired same *by gratuitous title* from another ascendant, or from a brother or sister;

- 4) There are relatives who are within the third degree and who belong to the line from which said property came;
- 5) The relatives are related both to the propositus and the origin. (See Article 891, New Civil Code)

## IX

- (a) *X and Y are partners in a certain business, X being the managing partner. Z owes X P5,000.00 and the partnership, P10,000.00, and both credits are demandable. Z pays X P3,000.00 and issues a receipt in his name. Should X collect the entire amount? Would the result be the same if the receipt is in the name of the partnership? Explain.*

*Answer:* (a) X cannot collect the entire amount and apply the same to the debt to him. He is authorized by law to collect for himself only P1,000.00 out of the P3,000.00 which he received. The remaining P2,000.00 shall be applied to the partnership credit. Article 1972 provides: "If a partner authorized to manage collects a demandable sum, which was owed to him in his own name, from a person who owed the partnership another sum also demandable, the sum thus collected shall be applied to the two credits in proportion to their amounts, even though he may have given it for the account of his own credit only; but should he have given it for the account of the partnership credit, the amount shall be fully applied to the latter."

The result would not be the same if the receipt is in the name of the partnership because in that case, the whole P3,000.00 will be applied in full to the partnership credit. The debtor may, however, exercise his right of application of payments under Article 1252, but only if the personal credit of the partner should be more onerous to him.

- (b) *May the owner of a family car be held liable for damages caused by the negligence of the driver in driving the car? Explain.*

*Answer:* (b) The owner of a family car can be held liable for damages caused by the negligence of the driver in driving the car. Article 2180, par. 5 of the New Civil Code provides: "Employers shall be liable for the damages caused by their employees and household helpers acting within the scope of their assigned tasks, even though the former are not engaged in any business or industry." However, this responsibility shall cease when the persons herein mentioned prove that they observed the diligence of a good father of a family (last par., Art. 2180). In other words, if the owner can prove due diligence in the *selection and supervision* of his driver, he (the owner) can be exempted from liability, otherwise, he and the driver will be *solidarily* liable. Parenthetically, if the owner was in the car at the precise time the accident occurred, in addition to the diligence already referred to, the owner must also prove diligence in trying to prevent the misfortune (Art. 2184, Civil Code).

- (c) *Distinguish "culpa contractual" from "culpa aquiliana."*

DISTINCTION	CULPA CONTRACTUAL	CULPA AQUILIANA
Nature of the Negligence	1) Incidental to the performance of an ob-	1) Direct, substantive, independent

DISTINCTION	CULPA CONTRACTUAL	CULPA AQUILIANA
Pre-existing obligation	ligation already existing because of a contract (Rakes vs. AG & P, 7 Phil. 395).  2) Yes (a contract, express or implied) — see Rakes case.	(Rakes vs. AG & P, 7 Phil. 395).  2) None, except the duty to be careful in all human actuations. See Rakes case.
Diligence of a good father of a family etc. as a defense	3) Not a proper and complete defense (though this may mitigate damages. Cangco vs. MRR, 38 Phil. 769; De Guia vs. Meralco, 40 Phil. 769. Here, we follow the rule of respondeat superior or command responsibility or the master and servant rule.)	3) A proper and complete defense insofar as employers or guardians are concerned. Cangco and de Guia cases.
Presumption of negligence	4) As long as it is proved that there was a contract and it was not carried out, the debtor is presumed to be at fault, and it is his duty to prove that there was no negligence in carrying out the terms of the contract. Cangco case; see 8 Manresa 71.	4) Ordinarily, victims have to prove the negligence of the defendant. This is because this action is based on the alleged negligence of the defendant. See Cangco case. Manresa, Vol. 8, p. 71.

X

(a) *A donation propter nuptias of a parcel of land was given by X to Y. They were subsequently married but the marriage was annulled on the complaint of Y upon her discovery that X had been previously married. X now files a suit for the revocation of the donation. Decide the case with reasons.*

*Answer:* (a) The donation propter nuptias remains absolutely valid notwithstanding the annulment of the marriage. Paragraph 4 of Article 132 provides the applicable cause for the revocation of a donation propter nuptias, namely, "when the marriage is annulled, and the donee acted in bad faith." Here, the one who acted in bad faith, the one responsible

for the fraud, was not Y, the donee, but X, the donor. Hence, the donation is not revocable.

(b) *State the different ways by which illegitimate children can be recognized by both parents or by either of them.*

*Answer:* (b) Illegitimate children can be recognized by both parents or by either of them in any of the following ways:

1) Voluntarily (Art. 276; Intestate Estate of Antonio Zuzuaregui, L-10010, October 31, 1957; 102 Phil. 346, 352)

["A natural child may be recognized by the father and mother jointly, or by only one of them." (Article 1276, Civil Code)];

2) Compulsorily (the court orders recognition by the parent, making a declaration of filiation) (Intestate Estate of Antonio Zuzuaregui, L-10010, October 31, 1957; 102 Phil. 346,356);

["In any of the following cases, the father is obliged to recognize the child as his natural child:

1. In cases of rape, abduction or seduction, when the period of the offense coincides more or less with that of the conception;

2. When the child is in continuous possession of the status of a child of the alleged father by the direct acts of the latter or of his family;

3. When the child was conceived during the time when the mother cohabited with the supposed father;

4. When the child has in his favor any evidence or proof that the defendant is his father." (Article 283, Civil Code);

"The mother is obliged to recognize her natural child:

1. In any of the cases referred to in the preceding article, as between the child and the mother;

2. When the birth and the identity of the child are clearly proved." (Article 284, Civil Code)];

3) By operation of law (as in the case of a natural child by legal fiction; Art. 89);

4) Automatically (as when one natural child is recognized, his brothers and sisters of the full blood are also automatically recognized subject to the provisions of Art. 271).

(c) *In an obligation with a period, when shall the debtor lose every right to make use of the period?*

*Answer:* (c) The debtor shall lose every right to make use of the period:

1) When after the obligation has been contracted, he becomes insolvent, unless he gives a guaranty or security for the debt;

2) When he does not furnish to the creditor the guaranties or securities which he has promised;

3) When by his own actions, he has impaired said guaranties or securities after their establishment, and when through a fortuitous event, they disappear, unless he immediately gives new ones equally satisfactory;

4) When the debtor violates any undertaking in consideration of which the creditor agreed to the period;

5) When the debtor attempts to abscond. (Article 1198)

Medicare Act for coverage thereunder, he may claim the medical and hospital expense benefits provided therein. But it bears emphasis that the Medicare Act fixes the maximum for such benefits receivable by an SSS or GSIS member and expressly provides that the benefits "shall be payable directly to the hospital, the medical practitioner and the retail drug store" and that if the amounts agreed upon between the employee and the hospital and/or medical practitioner exceed such maximum amounts, the employee would have to bear the fees in excess thereof (secs. 13, 15 and 17).

(Sgd.) VICENTE ABAD SANTOS  
Secretary of Justice

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## Special Feature

# Guide to the Official Gazette

(Continued from  
last issue)

SUSIMA LAZO-GONZALES\*

This Official Gazette guide has been prepared to meet the demands of researchers for other sources of references for Republic Acts (R.A.), Executive Orders (E.O.), Proclamations (Proc.), Administrative Orders by the President (Adm. Order), Memorandum Circulars (Memo Cir.), Central Bank Circulars (C.B.Cir.), Presidential Decrees (P.D.), General Orders (G.O.), Letters of Instruction (L.I.), Letters of Implementation (L. Imp.), and Letters of Authority (L.A.). The Official Gazette, through this device, becomes a handy source of such references.

\* B.S.E. (University of the Philippines, 1952); A.B. (Adamson University, 1955). Mrs. Gonzales is the present *head librarian* at the Department of Justice. Employed in the department as assistant librarian in 1957, Mrs. Gonzales became aware of the problems of the library, especially the problem of having limited copies (two or three sets only) of Republic Acts and Presidential Orders available to researchers. The copies being in great demand, she had to look for other sources of materials, and the Official Gazette was the answer. Mrs. Gonzales has been working for a master's degree and her units for this course helped her in preparing this extensive research work. Before joining the Department of Justice, Mrs. Gonzales was the university librarian at the Adamson University