

Question 1:

Which of the following is true regarding the legal effects of different modes of marriage celebration in the context of this note?

- A. Each mode of marriage celebration carries distinct legal effects.
- B. Only religiously solemnized marriages have full legal effect.
- C. As long as essential conditions are met, all validly concluded marriages have the same legal effects.
- D. Customary marriages have limited legal effects compared to civil marriages.

Answer: C

Explanation:

- A. This is incorrect, as the note explicitly states that all marriages produce the same legal effect regardless of the mode of celebration.
 - B. This is incorrect; the note emphasizes that the legal effect depends on meeting essential conditions, not the specific religious solemnization.
 - C. This is correct. The note clearly indicates that if a marriage complies with the essential conditions valid for all modes, the legal effects are identical.
 - D. This is incorrect. The note does not suggest any difference in legal effects based on customary or civil marriage, focusing instead on the essential conditions.
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Question 2:

According to the note, what is the significance of consummation for a marriage to have legal effect?

- A. Consummation is a primary condition for a marriage to be legally recognized.
- B. Legal effects of marriage are suspended until the marriage is consummated.
- C. The law requires proof of consummation before granting legal recognition.
- D. A marriage has legal effect once celebrated, regardless of whether it is consummated.

Answer: D

Explanation:

- A. This is incorrect. The note explicitly states that the law avoided the requirement of consummation as a condition for legal effect.
 - B. This is incorrect; the legal effects begin upon celebration, not upon consummation.
 - C. This is incorrect; proof of consummation is not a legal requirement for marriage recognition according to the note.
 - D. This is correct. The note clearly mentions that a marriage will have an effect once celebrated, without regard to consummation.
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Question 3:

The fundamental duty that serves as the foundation for the establishment of a family through marriage is:

- A. Family management.
- B. Cohabitation.
- C. Respect, support, and assistance.
- D. Duty of fidelity.

Answer: C

Explanation:

- A. While important, family management is one of the obligations arising from marriage, not the foundational duty.
 - B. Cohabitation is a significant aspect of marriage but is presented as one of the duties, not the primary foundation.
 - C. This is correct. The note explicitly states that respect, support, and assistance act as the foundation for the establishment of a family.
 - D. The duty of fidelity is a principal moral duty but is not described as the foundational duty for establishing a family in the same way as respect, support, and assistance.
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Question 4:

Article 50 of the Revised Family Code (RFC) reflects the equal right of both spouses in:

- A. Owning personal property acquired before marriage.
- B. Managing the family.
- C. Disciplining children from previous relationships.
- D. Determining the grounds for divorce.

Answer: B

Explanation:

- A. Article 50 focuses on rights during marriage, not necessarily property acquired before.
 - B. This is correct. The note explicitly states that Article 50 of the RFC reflects the equal right of both spouses in the management of the family.
 - C. Article 52 addresses decisions regarding children from previous marriages, not Article 50.
 - D. The note does not mention Article 50 in the context of determining grounds for divorce.
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Question 5:

According to the note, the responsibility for the education, health, and behavior of children is:

- A. Primarily the mother's responsibility.
- B. Primarily the father's responsibility.
- C. To be shared jointly by both parents as joint custodians.
- D. Determined by the financial contribution of each parent.

Answer: C

Explanation:

- A. The note emphasizes joint responsibility, not primarily the mother's.
 - B. Similarly, the note emphasizes joint responsibility, not primarily the father's.
 - C. This is correct. The note explicitly states that since parents are joint custodians, the responsibility for the children's education, health, and behavior is to be shared jointly.
 - D. The note does not link the responsibility to the financial contributions of the parents.
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Question 6:

In which of the following circumstances does the responsibility to manage the family primarily rest upon one spouse?

- A. When both spouses are employed full-time.
- B. When the spouses have agreed to divide household chores.
- C. When one spouse is under disability, absent, abandons the family, or is away.
- D. When there is a disagreement between the spouses on financial matters.

Answer: C

Explanation:

- A. The note does not suggest that dual employment shifts the management responsibility to one spouse.
 - B. Agreed division of chores does not necessarily mean one spouse takes over full family management.
 - C. This is correct. The note explicitly states that if one spouse is under disability, absent, abandons the family, or is away, the responsibility to manage the family rests upon the other spouse.
 - D. Disagreements on financial matters do not automatically transfer the entire family management to one spouse.
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Question 7:

Article 52 of the RFC grants an exclusive right to each parent to make decisions regarding:

- A. The common property acquired during the marriage.
- B. The upbringing of children whom that parent had before the marriage.
- C. The division of labor within the household.
- D. The choice of residence for the family.

Answer: B

Explanation:

- A. Article 59 addresses the administration of personal property.
 - B. This is correct. The note explicitly states that Article 52 provides the exclusive right of each parent to make decisions in matters concerning the upbringing of children whom that parent had before the marriage.
 - C. The note does not mention Article 52 in relation to the division of labor.
 - D. The note does not link Article 52 to the choice of family residence.
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Question 8:

The primary purpose behind the formation of marriage, as indicated in the note, includes:

- A. Primarily economic cooperation between the spouses.
- B. The establishment of life in common between the spouses.
- C. Ensuring the social status of the individuals involved.
- D. Primarily the procreation of children.

Answer: B

Explanation:

- A. While economic aspects may be involved, the primary purpose mentioned is not solely economic cooperation.
 - B. This is correct. The note explicitly states that one of the purposes of the formation of marriage is to establish life in common.
 - C. Social status may be affected by marriage, but it is not presented as the primary purpose in the note.
 - D. Procreation is often a result of marriage, but the note focuses on establishing a shared life as a key purpose.
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Question 9:

According to the jurisprudence mentioned in the note, an unjustifiable refusal to have sexual relations with one's spouse constitutes:

- A. Grounds for immediate divorce.
- B. A violation of the moral obligations of marriage.
- C. A violation of the obligations of marriage.
- D. A personal choice that is not legally actionable.

Answer: C

Explanation:

- A. While it could potentially lead to divorce, the note doesn't state it as immediate grounds.
 - B. It is also a moral issue, but the jurisprudence specifically identifies it as a legal violation.
 - C. This is correct. The note explicitly mentions that the jurisprudence holds that unjustifiable refusal constitutes a violation of the obligations of marriage.
 - D. The jurisprudence cited indicates it is legally actionable as a violation of marital obligations.
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Question 10:

The duty of cohabitation between spouses is described as a conditional duty because:

- A. It only applies if both spouses are employed.
- B. It is subordinate to the accomplishment of all the obligations flowing from marriage.
- C. It can be suspended based on the financial status of either spouse.
- D. It requires the mutual consent of both spouses on a daily basis.

Answer: B

Explanation:

- A. Employment status is not mentioned as a condition for the duty of cohabitation.
 - B. This is correct. The note explicitly states that the duty of cohabitation is conditional in the sense that it is subordinated to the accomplishment of all other obligations flowing from marriage.
 - C. Financial status is not presented as a condition for this duty.
 - D. While mutual consent is generally implied in marital relations, the "conditional" aspect refers to the fulfillment of other marital obligations.
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Question 11:

Under what circumstances does Article 55 of the RFC allow spouses to make an agreement to live separately?

- A. Only in cases of proven irreconcilable differences.
- B. When one of the partners fails to perform their financial duties.
- C. For a definite or indefinite period of time due to reasons like study or job.
- D. Only after obtaining court approval for the separation.

Answer: C

Explanation:

- A. While irreconcilable differences might lead to separation, Article 55 is specifically linked to other circumstances in the note.
 - B. Failure to perform financial duties might be grounds for other legal actions, but Article 55 is tied to specific reasons.
 - C. This is correct. The note mentions that Article 55 allows parties to agree to live separately for a definite or indefinite period due to circumstances like study or job.
 - D. The note does not state that court approval is required for such an agreement under Article 55.
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Question 12:

From a moral standpoint, the principal duty created by marriage is identified as the:

- A. Duty of support.
- B. Duty of family management.
- C. Duty of fidelity.
- D. Duty of cohabitation.

Answer: C

Explanation:

- A. The duty of support is mentioned as a special obligation but not specifically as the principal moral duty.
 - B. Family management is a practical obligation for the well-being of the family.
 - C. This is correct. The note explicitly states that from the moral point of view, the principal duty created by marriage is the duty of fidelity.
 - D. Cohabitation is a practical aspect of living together as spouses.
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Question 13:

Article 56 of the RFC stipulates that the duty of fidelity is:

- A. Primarily a moral obligation with no legal consequences.
- B. Owed only by the wife to the husband.
- C. A duty sanctioned by positive law, owed by both spouses.
- D. Only enforceable if explicitly stated in the marriage contract.

Answer: C

Explanation:

- A. The note explicitly says it is sanctioned by positive law, meaning it has legal consequences.
 - B. The note states it is owed by both the husband and the wife.
 - C. This is correct. Article 56 of the RFC, as mentioned in the note, stipulates that both spouses owe fidelity to each other and that it is sanctioned by positive law.
 - D. The duty is imposed by law, not solely by the marriage contract.
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Question 14:

According to the note, Article 652 of the Criminal Code addresses the issue of:

- A. Domestic violence within the marriage.
- B. Financial mismanagement by one of the spouses.
- C. Adultery as a crime punishable upon complaint.
- D. Unjustifiable refusal of cohabitation.

Answer: C

Explanation:

- A. The note does not link Article 652 to domestic violence.
 - B. Financial mismanagement is not the focus of this article according to the note.
 - C. This is correct. The note explicitly states that Article 652 of the Criminal Code makes adultery a crime punishable upon complaint.
 - D. Unjustifiable refusal of cohabitation is addressed under the obligations of marriage, not specifically under this Criminal Code article in the note.
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Question 15:

One of the reasons why determining the ownership of family property is important includes situations where:

- A. Spouses decide to open a joint bank account.
- B. A third party wishes to purchase property.
- C. Spouses agree to share household expenses.
- D. Children reach the age of majority.

Answer: B

Explanation:

- A. While joint bank accounts involve property, the note highlights ownership in the context of sales to third parties.
- B. This is correct. The note explicitly mentions that if a third party wishes to purchase property, knowing the owner is important, especially for signing paperwork.
- C. Sharing household expenses relates to the use of property, not necessarily its ownership in a legal sense.
- D. Children reaching majority might have implications for inheritance later, but the note focuses on immediate reasons like sales.
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Question 16:

In the event of one spouse's bankruptcy, the property that falls into the hands of the trustee in bankruptcy is:

- A. All property acquired during the marriage, regardless of ownership.
- B. Only the personal property of the bankrupt spouse.
- C. The common property of both spouses.
- D. The personal property of the bankrupt spouse and half of the common property.

Answer: B

Explanation:

- A. The note distinguishes between personal and common property in bankruptcy.
 - B. This is correct. The note explicitly states that in case of bankruptcy, all of the bankrupt person's property falls to the trustee, while the spouse's property does not.
 - C. The spouse's share of common property is protected.
 - D. The note does not mention a 50% division of common property in bankruptcy.
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Question 17:

According to the note, marriage results in the unification of:

- A. The financial assets of both spouses.
- B. The legal identities of both spouses.
- C. The spouses as individuals, but not necessarily their property.
- D. The social circles and family ties of both spouses.
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Answer: C

Explanation:

- A. The note explicitly states that marriage results in the unification of the spouses, but not their property.
 - B. While marriage creates a new legal status, it doesn't merge their entire legal identities.
 - C. This is correct. The note clearly indicates that marriage unifies the spouses as individuals, but their pre-existing and separately acquired property remains distinct initially.
 - D. While social circles and family ties are affected, the core legal principle discussed is the separation of property upon marriage.
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Question 18:

Property acquired by spouses after marriage through succession or donation is considered:

- A. Common property to be shared equally.
- B. Personal property of the spouse who received it.
- C. Common property unless declared otherwise by a court.
- D. Subject to joint administration by both spouses.

Answer: B

Explanation:

- A. The note specifically excludes property acquired through succession or donation from being automatically common property.
 - B. This is correct. The note states that property acquired after marriage by succession or donation will remain the personal property of the successor or donee.
 - C. The need for a court declaration applies to property acquired by onerous title through the exchange of personal property, not directly to succession or donation.
 - D. While administration can be shared by agreement, the initial ownership dictates its classification as personal.
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Question 19:

In principle, properties acquired by onerous title after marriage through the exchange of personal property will remain personal property if:

- A. The exchange was made with the consent of both spouses.
- B. The property acquired is of equal or lesser value than the personal property exchanged.
- C. The party claiming to retain it as personal property applies for and obtains a court declaration of such facts.
- D. The property is registered solely in the name of the spouse who owned the original personal property.

Answer: C

Explanation:

- A. While consent might be involved in the transaction, it's the court declaration that confirms its status.
 - B. The value of the property is not the determining factor according to the note.
 - C. This is correct. The note explicitly states that for such property to remain personal, the claiming party has to apply for the declaration of the court.
 - D. Registration in one name alone might create a presumption, but the court declaration is the key for retaining its personal status after an exchange.
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Question 20:

According to the note, failure to obtain a court declaration regarding property acquired through the exchange of personal property after marriage has the effect of:

- A. Making the exchange invalid.
- B. Making the property subject to prenuptial agreements.
- C. Making the property common property of the spouses.
- D. Making the spouse who failed to obtain the declaration liable for damages.

Answer: C

Explanation:

- A. The exchange itself is not necessarily invalid, but its classification changes.
 - B. Prenuptial agreements relate to property owned before marriage or agreements made before marriage.
 - C. This is correct. The note clearly states that failure to get the declaration has the effect of making the property common property.
 - D. The note does not mention liability for damages in this context.
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Question 21:

The first category of property considered as common property of the spouses is:

- A. Property acquired through joint inheritance.
- B. Income of the spouses, regardless of its source.
- C. Property purchased jointly by the spouses before marriage.
- D. Personal belongings brought into the marriage by each spouse.

Answer: B

Explanation:

- A. Property from inheritance is generally personal property.
 - B. This is correct. The note explicitly states that the first category of common property is the income of the spouses, irrespective of whether it comes from personal efforts, common property, or personal property.
 - C. Property purchased before marriage is typically considered personal property brought into the marriage.
 - D. Personal belongings owned before marriage remain personal property.
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Question 22:

Which of the following can be a source of the income that is considered common property of the spouses?

- A. Income derived solely from one spouse's personal property before marriage.
- B. Income acquired through the employment of one of the spouses after marriage.
- C. Inheritance received by one spouse during the marriage.
- D. Donations received individually by one spouse after marriage.

Answer: B

Explanation:

- A. Income derived from personal property can be common property according to the note.
 - B. This is correct. The note explicitly mentions income acquired through employment (personal efforts of the spouses) as a source of common property.
 - C. Inheritance is considered personal property, and income derived solely from it would likely follow the same classification unless otherwise determined.
 - D. Donations received individually are considered personal property.
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Question 23:

Property acquired during marriage by an onerous title is generally considered:

- A. Personal property of the spouse who initiated the purchase.
- B. Common property of both spouses.
- C. Personal property unless proven otherwise.
- D. Subject to joint ownership only if registered in both names.

Answer: B

Explanation:

- A. The note states that property purchased during marriage is generally common property, not automatically personal to the buyer.
 - B. This is correct. The note explicitly states that property acquired during marriage by an onerous title is considered common property.
 - C. The presumption favors common property, so it's common unless proven to be personal.
 - D. Even if registered in one name, the legal presumption is common property unless rebutted.
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Question 24:

According to the note, all property in the marriage is considered common property unless:

- A. It was acquired before the marriage.
- B. It is registered in the name of only one spouse.
- C. The other spouse proves otherwise.
- D. It was acquired through inheritance or donation.

Answer: C

Explanation:

- A. Property acquired before marriage is personal property.
 - B. Registration in one name does not automatically negate the presumption of common property.
 - C. This is correct. Article 63 of the RFC, as mentioned, provides a presumption in favor of community property, meaning all property is common unless the other spouse proves otherwise.
 - D. Property from inheritance or donation is personal property.
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Question 25:

The legal presumption regarding property in a marriage, as per Article 63 of the RFC, favors:

- A. Separate ownership based on contribution.
- B. Joint ownership only for immovable property.
- C. Common property of the spouses.
- D. The ownership reflected in the registration of the property.

Answer: C

Explanation:

- A. The presumption is towards common ownership, not necessarily based on individual contributions.
- B. The presumption applies to all property, not just immovable property.
- C. This is correct. Article 63 establishes a presumption in favor of community (common) property.
- D. While registration is evidence, the legal presumption can override it if other proof exists.

Question 26:

Each spouse has the right to administer their respective:

- A. Common property, with the obligation to inform the other spouse.
- B. Personal property, unless otherwise agreed in the marriage contract.
- C. Income derived from common property, without the need for accounting.
- D. All property acquired during the marriage, regardless of the title.

Answer: B

Explanation:

- A. Common property is generally administered jointly.
- B. This is correct. Article 59 stipulates that each spouse administers their respective personal property, but this can be altered by the marriage contract.
- C. While each spouse receives their earnings, transferring this right requires accounting.
- D. Administration of common property is usually joint.

Question 27:

The administration of one spouse's personal property can be entrusted to the other spouse through:

- A. A unilateral declaration made before a notary.
- B. A contract of marriage or a contract of agency.
- C. A court order obtained after demonstrating incompetence.
- D. A verbal agreement witnessed by family members.

Answer: B

Explanation:

- A. A unilateral declaration is generally not sufficient for transferring administrative rights.
 - B. This is correct. The administration can be entrusted through the contract of marriage itself or through a separate contract of agency.
 - C. A court order for administration typically happens in cases of incapacity.
 - D. While verbal agreements might occur, formal contractual arrangements are preferred.
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Question 28:

Unlike other contracts, a contract of agency entered between spouses for the administration of personal property of one of them:

- A. Requires notarization to be legally valid.
- B. Needs the approval of the court.
- C. Does not require the approval of the court.
- D. Must be in written form to be enforceable.

Answer: C

Explanation:

- A. The note doesn't mention a notarization requirement specifically for agency contracts between spouses.
 - B. The note explicitly states that such a contract of agency between spouses does not require court approval, unlike other contracts.
 - D. While written form is advisable for clarity, it is not explicitly required by the note.
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Question 29:

Regarding the management of income of the spouses, each spouse is generally given the mandate to:

- A. Control all the income generated by both individuals.
- B. Receive only half of the total income earned during the marriage.
- C. Receive their own respective earnings.
- D. Deposit all income into a jointly managed account.

Answer: C

Explanation:

- A. Each spouse has the right to their own earnings, not control over all income.
 - B. Income becomes common property, but the initial mandate is to receive one's own earnings.
 - C. This is correct. Each spouse is given the mandate to receive their respective earnings.
 - D. While joint accounts are possible, the mandate is for individual receipt.
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Question 30:

If the power to receive one spouse's earnings is transferred to the other spouse, the receiving spouse has an obligation to:

- A. Reinvest the income for the benefit of the family.
- B. Obtain permission before spending any of the received income.
- C. Give an account of the received income.
- D. Share half of the received income with the earning spouse immediately.

Answer: C

Explanation:

- A. While benefiting the family is the general aim, the specific obligation mentioned is accounting.
 - B. Permission for spending is not explicitly required in the note.
 - C. This is correct. The receiving spouse must give an account of the income.
 - D. Immediate sharing is not the primary obligation mentioned.
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Question 31:

In respect of common property, the RFC stipulates that it is to be administered:

- A. Primarily by the spouse who contributed more financially.
- B. Solely by the spouse in whose name the property is registered.
- C. Jointly by the spouses.
- D. By either spouse, with the right of the other to object to specific actions.

Answer: C

Explanation:

- A. Financial contribution is not the determining factor for administration according to the note.
 - B. Registration in one name does not negate the requirement for joint administration of common property.
 - C. This is correct. Common property is administered jointly by both spouses.
 - D. The default is joint administration, not unilateral action with a right to object.
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Question 32:

In cases where one spouse is declared incapable, the administration of the common property will be done by:

- A. A court-appointed guardian for the incapable spouse.
- B. The capable spouse alone.
- C. Both spouses, with the incapable spouse's decisions requiring ratification.
- D. A designated family member agreed upon by both spouses before the incapacity.

Answer: B

Explanation:

- A. While a guardian might be involved in other legal aspects, the other spouse handles property administration in this scenario.
 - B. This is correct. The note specifies that the capable spouse alone will administer the common property when the other is incapacitated.
 - C. The incapacitated spouse's decisions would generally be limited.
 - D. Prior agreements may exist, but the immediate consequence of incapacity is that the other spouse administers the property.
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Question 33:

For one spouse to validly dispose of common property, the RFC generally requires:

- A. Notification to the other spouse after the transaction is completed.
- B. The consent of both spouses for any manner of alienation.
- C. A court order authorizing the disposal if there is a disagreement.
- D. The transaction to be in the best interest of the family, as determined by one spouse.

Answer: B

Explanation:

- A. Notification after the transaction is not sufficient; consent is required beforehand.
- B. This is correct. Both spouses must consent before any alienation of common property.
- C. While court intervention might occur in disputes, the general rule is mutual consent.
- D. While the family's interest is important, mutual consent is the legal requirement.

Question 34:

According to Article 69 of the RFC, a spouse who did not consent to the disposal of common property by the other spouse can request the revocation (invalidation) of the contract within:

- A. One year from the date of the contract.
- B. Six months from when they knew of the contract or two years after the obligation was entered.
- C. Three years from the date the property was transferred.
- D. Five years from the date of marriage.

Answer: B

Explanation:

- A. The timeframe mentioned in the note is different.

- B. This is correct. Article 69 allows revocation within six months of knowing about the contract or two years after the obligation was entered.
 - C. The timeframe is shorter than three years from the transfer date.
 - D. The timeframe is not linked to the date of marriage.
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Question 35:

Debts incurred in the interest of the household are generally considered:

- A. Personal debts of the spouse who incurred them.
- B. Recoverable only from the personal property of both spouses equally.
- C. Joint and several debts, primarily recovered from the common property.
- D. The responsibility of both spouses, but each is liable only for half.

Answer: C

Explanation:

- A. Debts incurred for the household benefit both, so they are not solely personal.
- B. While personal property might be used if common property is insufficient, the primary recovery is from common property.
- C. This is correct. Debts incurred for the household are joint and several and will primarily be recovered from common property.
- D. "Joint and several" means each spouse can be held liable for the entire debt, not just half.

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