

Chapter 1 : Chronicles of a Law Student: REX Bookstore's Law Books (Updated price list as of May 8,)

The discussion of the history of the Civil Code of the Philippines and the preliminary title was made excellently. However, some parts resembled the codals because of the lack of comments and discussion from the author.

A will is an act whereby a person is permitted, with the formalities prescribed by law, to control to a certain degree the disposition of this estate, to take effect after his death. The making of a will is a strictly personal act; it cannot be left in whole or in part of the discretion of a third person, or accomplished through the instrumentality of an agent or attorney. The duration or efficacy of the designation of heirs, devisees or legatees, or the determination of the portions which they are to take, when referred to by name, cannot be left to the discretion of a third person. The testator may entrust to a third person the distribution of specific property or sums of money that he may leave in general to specified classes or causes, and also the designation of the persons, institutions or establishments to which such property or sums are to be given or applied. The testator may not make a testamentary disposition in such manner that another person has to determine whether or not it is to be operative. If a testamentary disposition admits of different interpretations, in case of doubt, that interpretation by which the disposition is to be operative shall be preferred. The words of a will are to be taken in their ordinary and grammatical sense, unless a clear intention to use them in another sense can be gathered, and that other can be ascertained. Technical words in a will are to be taken in their technical sense, unless the context clearly indicates a contrary intention, or unless it satisfactorily appears that he was unacquainted with such technical sense. The words of a will are to receive an interpretation which will give to every expression some effect, rather than one which will render any of the expressions inoperative; and of two modes of interpreting a will, that is to be preferred which will prevent intestacy. The invalidity of one of several dispositions contained in a will does not result in the invalidity of the other dispositions, unless it is to be presumed that the testator would not have made such other dispositions if the first invalid disposition had not been made. Property acquired after the making of a will shall only pass thereby, as if the testator had possessed it at the time of making the will, should it expressly appear by the will that such was his intention. Every devise or legacy shall cover all the interest which the testator could devise or bequeath in the property disposed of, unless it clearly appears from the will that he intended to convey a less interest. The validity of a will as to its form depends upon the observance of the law in force at the time it is made. All persons who are not expressly prohibited by law may make a will. Persons of either sex under eighteen years of age cannot make a will. In order to make a will it is essential that the testator be of sound mind at the time of its execution. To be of sound mind, it is not necessary that the testator be in full possession of all his reasoning faculties, or that his mind be wholly unbroken, unimpaired, or unshattered by disease, injury or other cause. It shall be sufficient if the testator was able at the time of making the will to know the nature of the estate to be disposed of, the proper objects of his bounty, and the character of the testamentary act. The law presumes that every person is of sound mind, in the absence of proof to the contrary. The burden of proof that the testator was not of sound mind at the time of making his dispositions is on the person who opposes the probate of the will; but if the testator, one month, or less, before making his will was publicly known to be insane, the person who maintains the validity of the will must prove that the testator made it during a lucid interval. Supervening incapacity does not invalidate an effective will, nor is the will of an incapable validated by the supervening of capacity. A married woman may make a will without the consent of her husband, and without the authority of the court. A married woman may dispose by will of all her separate property as well as her share of the conjugal partnership or absolute community property. Every will must be in writing and executed in a language or dialect known to the testator. The testator or the person requested by him to write his name and the instrumental witnesses of the will, shall also sign, as aforesaid, each and every page thereof, except the last, on the left margin, and all the pages shall be numbered correlatively in letters placed on the upper part of each page. The attestation shall state the number of pages used upon which the will is written, and the fact that the testator signed the will and every page thereof, or caused some other person to write his name, under his express direction, in the presence of the instrumental witnesses, and that the latter witnessed and signed the

will and all the pages thereof in the presence of the testator and of one another. If the attestation clause is in a language not known to the witnesses, it shall be interpreted to them. Every will must be acknowledged before a notary public by the testator and the witnesses. The notary public shall not be required to retain a copy of the will, or file another with the Office of the Clerk of Court. If the testator be deaf, or a deaf-mute, he must personally read the will, if able to do so; otherwise, he shall designate two persons to read it and communicate to him, in some practicable manner, the contents thereof. If the testator is blind, the will shall be read to him twice; once, by one of the subscribing witnesses, and again, by the notary public before whom the will is acknowledged. In the absence of bad faith, forgery, or fraud, or undue and improper pressure and influence, defects and imperfections in the form of attestation or in the language used therein shall not render the will invalid if it is proved that the will was in fact executed and attested in substantial compliance with all the requirements of Article A person may execute a holographic will which must be entirely written, dated, and signed by the hand of the testator himself. It is subject to no other form, and may be made in or out of the Philippines, and need not be witnessed. In the probate of a holographic will, it shall be necessary that at least one witness who knows the handwriting and signature of the testator explicitly declare that the will and the signature are in the handwriting of the testator. If the will is contested, at least three of such witnesses shall be required. In the absence of any competent witness referred to in the preceding paragraph, and if the court deem it necessary, expert testimony may be resorted to. In holographic wills, the dispositions of the testator written below his signature must be dated and signed by him in order to make them valid as testamentary dispositions. When a number of dispositions appearing in a holographic will are signed without being dated, and the last disposition has a signature and a date, such date validates the dispositions preceding it, whatever be the time of prior dispositions. In case of any insertion, cancellation, erasure or alteration in a holographic will, the testator must authenticate the same by his full signature. When a Filipino is in a foreign country, he is authorized to make a will in any of the forms established by the law of the country in which he may be. Such will may be probated in the Philippines. The will of an alien who is abroad produces effect in the Philippines if made with the formalities prescribed by the law of the place in which he resides, or according to the formalities observed in his country, or in conformity with those which this Code prescribes. A will made in the Philippines by a citizen or subject of another country, which is executed in accordance with the law of the country of which he is a citizen or subject, and which might be proved and allowed by the law of his own country, shall have the same effect as if executed according to the laws of the Philippines. Two or more persons cannot make a will jointly, or in the same instrument, either for their reciprocal benefit or for the benefit of a third person. Wills, prohibited by the preceding article, executed by Filipinos in a foreign country shall not be valid in the Philippines, even though authorized by the laws of the country where they may have been executed. Any person of sound mind and of the age of eighteen years or more, and not blind, deaf or dumb, and able to read and write, may be a witness to the execution of a will mentioned in Article of this Code. The following are disqualified from being witnesses to a will: If the witnesses attesting the execution of a will are competent at the time of attesting, their becoming subsequently incompetent shall not prevent the allowance of the will. If a person attests the execution of a will, to whom or to whose spouse, or parent, or child, a devise or legacy is given by such will, such devise or legacy shall, so far only as concerns such person, or spouse, or parent, or child of such person, or any one claiming under such person or spouse, or parent, or child, be void, unless there are three other competent witnesses to such will. However, such person so attesting shall be admitted as a witness as if such devise or legacy had not been made or given. A codicil is supplement or addition to a will, made after the execution of a will and annexed to be taken as a part thereof, by which disposition made in the original will is explained, added to, or altered. In order that a codicil may be effective, it shall be executed as in the case of a will. If a will, executed as required by this Code, incorporates into itself by reference any document or paper, such document or paper shall not be considered a part of the will unless the following requisites are present: A will may be revoked by the testator at any time before his death. Any waiver or restriction of this right is void. A revocation done outside the Philippines, by a person who does not have his domicile in this country, is valid when it is done according to the law of the place where the will was made, or according to the law of the place in which the testator had his domicile at the time; and if the revocation takes

place in this country, when it is in accordance with the provisions of this Code. No will shall be revoked except in the following cases: If burned, torn, cancelled, or obliterated by some other person, without the express direction of the testator, the will may still be established, and the estate distributed in accordance therewith, if its contents, and due execution, and the fact of its unauthorized destruction, cancellation, or obliteration are established according to the Rules of Court. Subsequent wills which do not revoke the previous ones in an express manner, annul only such dispositions in the prior wills as are inconsistent with or contrary to those contained in the latter wills. A revocation made in a subsequent will shall take effect, even if the new will should become inoperative by reason of the incapacity of the heirs, devisees or legatees designated therein, or by their renunciation. A revocation of a will based on a false cause or an illegal cause is null and void. The recognition of an illegitimate child does not lose its legal effect, even though the will wherein it was made should be revoked. The testator cannot republish, without reproducing in a subsequent will, the dispositions contained in a previous one which is void as to its form. The execution of a codicil referring to a previous will has the effect of republishing the will as modified by the codicil. If after making a will, the testator makes a second will expressly revoking the first, the revocation of the second will does not revive the first will, which can be revived only by another will or codicil. No will shall pass either real or personal property unless it is proved and allowed in accordance with the Rules of Court. The testator himself may, during his lifetime, petition the court having jurisdiction for the allowance of his will. The Supreme Court shall formulate such additional Rules of Court as may be necessary for the allowance of wills on petition of the testator. Subject to the right of appeal, the allowance of the will, either during the lifetime of the testator or after his death, shall be conclusive as to its due execution. The will shall be disallowed in any of the following cases: Institution of heir is an act by virtue of which a testator designates in his will the person or persons who are to succeed him in his property and transmissible rights and obligations. A will shall be valid even though it should not contain an institution of an heir, or such institution should not comprise the entire estate, and even though the person so instituted should not accept the inheritance or should be incapacitated to succeed. In such cases the testamentary dispositions made in accordance with law shall be complied with and the remainder of the estate shall pass to the legal heirs. One who has no compulsory heirs may dispose by will of all his estate or any part of it in favor of any person having capacity to succeed. One who has compulsory heirs may dispose of his estate provided he does not contravene the provisions of this Code with regard to the legitime of said heirs. The testator shall designate the heir by his name and surname, and when there are two persons having the same names, he shall indicate some circumstance by which the instituted heir may be known. Even though the testator may have omitted the name of the heir, should he designate him in such manner that there can be no doubt as to who has been instituted, the institution shall be valid. An error in the name, surname, or circumstances of the heir shall not vitiate the institution when it is possible, in any other manner, to know with certainty the person instituted. If among persons having the same names and surnames, there is a similarity of circumstances in such a way that, even with the use of the other proof, the person instituted cannot be identified, none of them shall be an heir. Every disposition in favor of an unknown person shall be void, unless by some event or circumstance his identity becomes certain. However, a disposition in favor of a definite class or group of persons shall be valid. Heirs instituted without designation of shares shall inherit in equal parts. When the testator institutes some heirs individually and others collectively as when he says, "I designate as my heirs A and B, and the children of C," those collectively designated shall be considered as individually instituted, unless it clearly appears that the intention of the testator was otherwise. If the testator should institute his brothers and sisters, and he has some of full blood and others of half blood, the inheritance shall be distributed equally unless a different intention appears. When the testator calls to the succession a person and his children they are all deemed to have been instituted simultaneously and not successively. The statement of a false cause for the institution of an heir shall be considered as not written, unless it appears from the will that the testator would not have made such institution if he had known the falsity of such cause. If the testator has instituted only one heir, and the institution is limited to an aliquot part of the inheritance, legal succession takes place with respect to the remainder of the estate. The same rule applies if the testator has instituted several heirs, each being limited to an aliquot part, and all the parts do not

cover the whole inheritance. If it was the intention of the testator that the instituted heirs should become sole heirs to the whole estate, or the whole free portion, as the case may be, and each of them has been instituted to an aliquot part of the inheritance and their aliquot parts together do not cover the whole inheritance, or the whole free portion, each part shall be increased proportionally. If each of the instituted heirs has been given an aliquot part of the inheritance, and the parts together exceed the whole inheritance, or the whole free portion, as the case may be, each part shall be reduced proportionally. The preterition or omission of one, some, or all of the compulsory heirs in the direct line, whether living at the time of the execution of the will or born after the death of the testator, shall annul the institution of heir; but the devises and legacies shall be valid insofar as they are not inofficious. If the omitted compulsory heirs should die before the testator, the institution shall be effectual, without prejudice to the right of representation. The share of a child or descendant omitted in a will must first be taken from the part of the estate not disposed of by the will, if any; if that is not sufficient, so much as may be necessary must be taken proportionally from the shares of the other compulsory heirs. A voluntary heir who dies before the testator transmits nothing to his heirs. A compulsory heir who dies before the testator, a person incapacitated to succeed, and one who renounces the inheritance, shall transmit no right to his own heirs except in cases expressly provided for in this Code. Substitution is the appointment of another heir so that he may enter into the inheritance in default of the heir originally instituted. Substitution of heirs may be: The testator may designate one or more persons to substitute the heir or heirs instituted in case such heir or heirs should die before him, or should not wish, or should be incapacitated to accept the inheritance.

Chapter 2 : reviewers/files - Sophia Legis

Civil Code Volume V (Special Contracts) by E. Paras for Law, Civil Law, Torts and Damages published by Rex Book Store by E. Paras for Law, Civil Law, Torts and.

The Family Code erases the distinction between natural and spurious children. Change in river course 3. Under the old Civil Code, there were only void and voidable contracts. With the addition of unenforceable and rescissible contracts, the NCC provides clarification 4. The dowry has been omitted; certain leases have also been omitted. The NCC is far from perfect. There are structural defects. Certain things which should be in the preliminary section are found elsewhere. An example of this is the vices of consent. Why are they found in contracts? They are relevant in all juridical transactions. Another example is the topic of degrees of relationship. This is found only in succession. Degrees of relationship are relevant in other books too. Finally, why is tradition found in the law on sales? Tradition is not only important in sales. Rather, tradition is a mode of acquiring ownership. Effect and Application of Laws Art. Laws shall take effect after fifteen days following the completion of their publication in the Official Gazette, unless it is otherwise provided. This Code shall take effect one year after such publication. Del Rosario that the one year should be counted from the date of actual release and not the date of issue. Laws shall take effect after fifteen days following the completion of their publication either in the Official Gazette or in a newspaper of general circulation in the Philippines, unless it is otherwise provided. Article 2 of Republic Act No. This Executive Order shall take effect immediately after its publication in the Official Gazette. Done in the City of Manila, this 18th day of June, in the year of Our Lord, nineteen hundred and eighty-seven. The law is not clear. It does not mean that publication can be dispensed with. Otherwise, that would be a violation of due process. Laws must be published in either the Official Gazette or a newspaper of general circulation. The law may provide for another manner of publication. Not in Official Gazette or newspaper of general circulation; or Example: Read over the television or the radio provided that the alternative is reasonable 2. Ignorance of the law excuses no one from compliance therewith. Otherwise it would be impossible to enforce the law. It is very hard to determine whether or not a person really does not know the law. Without this rule, there would be anarchy. The law sacrifices occasional harshness to prevent universal anarchy. Rodriguez, the SC said that the possession of the antichretic credit as possession in good faith since a difficult question of law was involved "antichresis. In this case, the parties were not very knowledgeable of the law. It does not apply to foreign law. In Private International Law, foreign law must be proven even if it is applicable. Otherwise, the courts will presume the foreign law to be the same as Philippine law. Laws shall have no retroactive effect, unless the contrary is provided. Law must be applied prospectively. If the statute provides for retroactivity. Exception to the exception: Ex post facto laws b. Laws which impair the obligation of contracts 2. Penal laws insofar as it favors the accused who is not a habitual criminal, even though at the time of the enactment of such law final sentence has already been rendered. Remedial laws as long as it does not affect or change vested rights. When the law creates new substantive rights unless vested rights are impaired. Curative laws the purpose is to cure defects or imperfections in judicial or administrative proceedings 6. Laws which are of emergency nature or are authorized by police power Santos vs. Office of the President Art. Acts executed against the provisions of mandatory or prohibitory laws shall be void, except when the law itself authorizes their validity. Acts which are contrary to mandatory or prohibited laws are void. When the law itself authorized its validity i. When the law makes the act only voidable and not void i. When the law makes the act valid but punishes the violator i. When the law makes the act void but recognizes legal effects flowing therefrom i. Rights may be waived, unless the waiver is contrary to law, public order, public policy, morals, or good customs, or prejudicial to a third person with a right recognized by law. Example, a creditor can waive the loan but the debtor may not. You can waive by mere inaction, refusing to collect a debt for example is a form of waiver. Existence of a right 2. Knowledge of the existence of the right 3. Rights can be waived. If waiver is contrary to law, public order, public policy, morals or good customs 2. If the waiver would be prejudicial to a 3rd party with a right recognized by law. Repudiation of future inheritance 2. Waiver of the protection of pactum commissorium 3.

Waiver of future support 4. Waiver of employment benefits in advance 5. Waiver of minimum wage 6. Waiver of the right to revoke a will Art. Laws are repealed only by subsequent ones, and their violation or non-observance shall not be excused by disuse, or custom or practice to the contrary. When the courts declared a law to be inconsistent with the Constitution, the former shall be void and the latter shall govern. Administrative or executive acts, orders and regulations shall be valid only when they are not contrary to the laws or the Constitution. A repealing clause 2. No one follows the law i. Judicial decisions applying or interpreting the laws or the Constitution shall form a part of the legal system of the Philippines. Under the civil law tradition, the court merely applies the law. However since the Philippine legal system is a combination of civil law and common law, courts apply statutes as well as resort to the doctrine of precedent. No judge or court shall decline to render judgment by reason of the silence, obscurity or insufficiency of the laws. In case of doubt in the interpretation or application of laws, it is presumed that the lawmaking body intended right and justice to prevail. The court should render a decision based on justice as stated in Article Customs which are contrary to law, public order or public policy shall not be countenanced. The custom would be countenanced. However, this does not mean that the custom would have obligatory force. A custom must be proved as a fact, according to the rules of evidence. But in case custom is relevant, it should be proven. For example, if a kalesa in Manila is by custom supposed to have rattan baskets to prevent people from slipping, if a person slips because there is no rattan basket, then he can sue for negligence. When the laws speak of years, months, days or nights, it shall be understood that years are of three hundred sixty-five days each; months, of thirty days; days, of twenty-four hours; and nights from sunset to sunrise. If months are designated by their name, they shall be computed by the number of days which they respectively have. In computing a period, the first day shall be excluded, and the last day included. Under Article 13 leap years are not considered. For examples, in order to make a will, one has to be 18 years old. That definition is relevant for labor law. If you use the definition that an hour is equal to 60 minutes, then we would have to define minutes, then seconds, and so on. It would be too scientific.

Chapter 3 : Books similar to Civil Code Of The Philippines Annotated (Volume I)

Civil Code Volume v Paras - Ebook download as PDF File .pdf) or read book online. yyyyyyyyyy jkjkjkjkjkjk llklkl.

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The concept of codification dates back to ancient Babylon. The earliest surviving civil code is the Code of Ur-Nammu , in. European codes and influences on other continents[edit] The first edition of the Swiss Civil Code around In , it became the first civil code to include commercial law Swiss Code of Obligations. The first attempts at modern codification were made in the second half of the 18th century in Germany , when the states of Austria , Prussia , Bavaria and Saxony began to codify their laws. The first statute that used this denomination was the Codex Maximilianeus bavaricus civilis of in Bavaria, still using the Latin language. In Austria, the first step towards fully-fledged codification were the yet incomplete Codex Theresianus compiled between and , the Josephinian Code and the complete West Galician Code enacted as a test in Galicia in One of the very first countries to follow up through legal transplants in codification was Serbia , the Serbian Civil Code Meanwhile, the French Napoleonic code Code Civil was enacted in after only a few years of preparation, but it was a child of the French Revolution , which is strongly reflected by its content. The French code was the most influential one because it was introduced in many countries standing under French occupation during the Napoleonic Wars. In particular, countries such as Italy , the Benelux countries, Spain , Portugal with the Civil Code of , later replaced by the Civil Code of , which is strongly influenced by the German BGB , the Latin American countries, the province of Quebec in Canada , the state of Louisiana in the United States , and all other former French colonies which base their civil law systems to a strong extent on the Napoleonic Code. Those two codes had been most advanced in their systematic structure and classification from fundamental and general principles to specific areas of law e. This has replaced most of the Compilation of the Civil Law of Catalonia, several special laws and two partial codes. Only the Sixth book, relating to obligations and contracts, has to be approved. In Europe, apart from the common law countries of the United Kingdom and Ireland, only Scandinavia remained untouched by the codification movement. The particular tradition of the civil code originally enacted in a country is often thought to have a lasting influence on the methodology employed in legal interpretation. Scholars of comparative law and economists promoting the legal origins theory of financial development usually subdivide the countries of the civil law tradition as belonging either to the French, Scandinavian or German group the latter including Germany, Austria, Switzerland , Liechtenstein , Japan, Taiwan and South Korea. In the United States , codification appears to be widespread at a first glance, but U. For example, the California Civil Code largely codifies common law doctrine and is very different in form and content from all other civil codes. The Mexican state of Oaxaca promulgated the first Latin American civil code in , copying the French civil code. The latest, with some changes, was adopted by Costa Rica in The Dominican Republic , in , put into force the original Napoleonic code, in French language a translation in Spanish was published in In , Peru promulgated its own civil code based on a project of , which was not a simple copy or imitation of the French one, but presented a more original text based on the Castilian law of Roman origin that was previously in force on the Peruvian territory. This code was integrally adopted by Ecuador in ; El Salvador in ; Venezuela in only during that year ; Nicaragua in ; Honduras in until , and again since ; Colombia in ; and Panama after its separation from Colombia in It was replaced in by a new Civil Code of Quebec , which came into effect in Paraguay adopted its code in , and in Guatemala adopted the Peruvian code of Nicaragua in replaced its civil code of by adopting the Argentine code. In Brazil enacted its civil code project of Clovis Bevilacqua , after rejecting the project by Teixeira de Freitas that was translated by the Argentines to prepare their project , that entered into effect in in , the Brazilian Civil Code was replaced by a new text. Brazilian Civil Code of was considered, by many, as the last code of the 19th century despite being adopted in the 20th century. The reason behind that is that the Brazilian Code of was the last of the important codes from the era of codifications in the world that had strong liberal influences, and all other codes enacted thereafter were deeply influenced by the social ideals

that emerged after World War I and the Soviet Socialist Revolution. Panama in decided to adopt the Argentine code, replacing its code of Civil codes in Asia[edit] The Portuguese Civil Code of was introduced in the Portuguese overseas territories of Asia Portuguese India , Macau and Portuguese Timor from , with local modifications being latter introduced. It continued to be in effect in the former Portuguese India even after the end of the Portuguese rule in As Macau and Portuguese Timor were still under Portuguese rule when the Portuguese Civil Code of was replaced by that of , this later was adopted by these territories. Macau adopted its own Civil Code in , although this being based in the Portuguese Code of Many legal systems of other countries in Asia are within the civil law tradition and have enacted a civil code, mostly derived from the German civil code; that is the case of Japan , Korea , Thailand the Civil and Commercial Code , Taiwan and Indonesia which is influenced by the Dutch Civil Code, Burgerlijke Wetboek. Contents of a civil code[edit] A typical civil code deals with the fields of law known to the common lawyer as law of contracts , torts , property law , family law and the law of inheritance. Commercial law , corporate law and civil procedure are usually codified separately. The older civil codes such as the French, Egyptian, Austrian and Spanish ones are structured under the Institutional System of the Roman jurist Gaius and generally have three large parts: Law of Things res Issues common to both parts actiones.

View Civil Code, Volume V_Paras from ACCOUNTING at City College of Calamba. CIVIL CODE OF THE PHILIPPINES TITLE VI SALES Chapter 1 NATURE AND FORM OF THE CONTRACT Article

There is no contract unless the following requisites concur: Consent is manifested by the meeting of the offer and the acceptance upon the thing and the cause which are to constitute the contract. The offer must be certain and the acceptance absolute. A qualified acceptance constitutes a counter-offer. Acceptance made by letter or telegram does not bind the offerer except from the time it came to his knowledge. The contract, in such a case, is presumed to have been entered into in the place where the offer was made. An acceptance may be express or implied. The person making the offer may fix the time, place, and manner of acceptance, all of which must be complied with. An offer made through an agent is accepted from the time acceptance is communicated to him. An offer becomes ineffective upon the death, civil interdiction, insanity, or insolvency of either party before acceptance is conveyed. When the offerer has allowed the offeree a certain period to accept, the offer may be withdrawn at any time before acceptance by communicating such withdrawal, except when the option is founded upon a consideration, as something paid or promised. Unless it appears otherwise, business advertisements of things for sale are not definite offers, but mere invitations to make an offer. Advertisements for bidders are simply invitations to make proposals, and the advertiser is not bound to accept the highest or lowest bidder, unless the contrary appears. The following cannot give consent to a contract: Contracts entered into during a lucid interval are valid. Contracts agreed to in a state of drunkenness or during a hypnotic spell are voidable. The incapacity declared in Article is subject to the modifications determined by law, and is understood to be without prejudice to special disqualifications established in the laws. A contract where consent is given through mistake, violence, intimidation, undue influence, or fraud is voidable. In order that mistake may invalidate consent, it should refer to the substance of the thing which is the object of the contract, or to those conditions which have principally moved one or both parties to enter into the contract. Mistake as to the identity or qualifications of one of the parties will vitiate consent only when such identity or qualifications have been the principal cause of the contract. A simple mistake of account shall give rise to its correction. When one of the parties is unable to read, or if the contract is in a language not understood by him, and mistake or fraud is alleged, the person enforcing the contract must show that the terms thereof have been fully explained to the former. There is no mistake if the party alleging it knew the doubt, contingency or risk affecting the object of the contract. Mutual error as to the legal effect of an agreement when the real purpose of the parties is frustrated, may vitiate consent. There is violence when in order to wrest consent, serious or irresistible force is employed. There is intimidation when one of the contracting parties is compelled by a reasonable and well-grounded fear of an imminent and grave evil upon his person or property, or upon the person or property of his spouse, descendants or ascendants, to give his consent. To determine the degree of intimidation, the age, sex and condition of the person shall be borne in mind. Violence or intimidation shall annul the obligation, although it may have been employed by a third person who did not take part in the contract. There is undue influence when a person takes improper advantage of his power over the will of another, depriving the latter of a reasonable freedom of choice. The following circumstances shall be considered: There is fraud when, through insidious words or machinations of one of the contracting parties, the other is induced to enter into a contract which, without them, he would not have agreed to. Failure to disclose facts, when there is a duty to reveal them, as when the parties are bound by confidential relations, constitutes fraud. The usual exaggerations in trade, when the other party had an opportunity to know the facts, are not in themselves fraudulent. Misrepresentation by a third person does not vitiate consent, unless such misrepresentation has created substantial mistake and the same is mutual. Misrepresentation made in good faith is not fraudulent but may constitute error. In order that fraud may make a contract voidable, it should be serious and should not have been employed by both contracting parties. Incidental fraud only obliges the person employing it to pay damages. Simulation of a contract may be absolute or relative. The former takes place when the parties do not intend to be bound at all; the latter, when the parties conceal their true

agreement. An absolutely simulated or fictitious contract is void. A relative simulation, when it does not prejudice a third person and is not intended for any purpose contrary to law, morals, good customs, public order or public policy binds the parties to their real agreement. All things which are not outside the commerce of men, including future things, may be the object of a contract. All rights which are not intransmissible may also be the object of contracts. No contract may be entered into upon future inheritance except in cases expressly authorized by law. All services which are not contrary to law, morals, good customs, public order or public policy may likewise be the object of a contract. Impossible things or services cannot be the object of contracts. The object of every contract must be determinate as to its kind. The fact that the quantity is not determinate shall not be an obstacle to the existence of the contract, provided it is possible to determine the same, without the need of a new contract between the parties. In onerous contracts the cause is understood to be, for each contracting party, the prestation or promise of a thing or service by the other; in remuneratory ones, the service or benefit which is remunerated; and in contracts of pure beneficence, the mere liberality of the benefactor. The particular motives of the parties in entering into a contract are different from the cause thereof. Contracts without cause, or with unlawful cause, produce no effect whatever. The cause is unlawful if it is contrary to law, morals, good customs, public order or public policy. The statement of a false cause in contracts shall render them void, if it should not be proved that they were founded upon another cause which is true and lawful. Although the cause is not stated in the contract, it is presumed that it exists and is lawful, unless the debtor proves the contrary. Except in cases specified by law, lesion or inadequacy of cause shall not invalidate a contract, unless there has been fraud, mistake or undue influence. Contracts shall be obligatory, in whatever form they may have been entered into, provided all the essential requisites for their validity are present. However, when the law requires that a contract be in some form in order that it may be valid or enforceable, or that a contract be proved in a certain way, that requirement is absolute and indispensable. In such cases, the right of the parties stated in the following article cannot be exercised. If the law requires a document or other special form, as in the acts and contracts enumerated in the following article, the contracting parties may compel each other to observe that form, once the contract has been perfected. This right may be exercised simultaneously with the action upon the contract. The following must appear in a public document: All other contracts where the amount involved exceeds five hundred pesos must appear in writing, even a private one. But sales of goods, chattels or things in action are governed by Articles, , No. When, there having been a meeting of the minds of the parties to a contract, their true intention is not expressed in the instrument purporting to embody the agreement, by reason of mistake, fraud, inequitable conduct or accident, one of the parties may ask for the reformation of the instrument to the end that such true intention may be expressed. If mistake, fraud, inequitable conduct, or accident has prevented a meeting of the minds of the parties, the proper remedy is not reformation of the instrument but annulment of the contract. The principles of the general law on the reformation of instruments are hereby adopted insofar as they are not in conflict with the provisions of this Code. When a mutual mistake of the parties causes the failure of the instrument to disclose their real agreement, said instrument may be reformed. If one party was mistaken and the other acted fraudulently or inequitably in such a way that the instrument does not show their true intention, the former may ask for the reformation of the instrument. When one party was mistaken and the other knew or believed that the instrument did not state their real agreement, but concealed that fact from the former, the instrument may be reformed. When through the ignorance, lack of skill, negligence or bad faith on the part of the person drafting the instrument or of the clerk or typist, the instrument does not express the true intention of the parties, the courts may order that the instrument be reformed. If two parties agree upon the mortgage or pledge of real or personal property, but the instrument states that the property is sold absolutely or with a right of repurchase, reformation of the instrument is proper. There shall be no reformation in the following cases: When one of the parties has brought an action to enforce the instrument, he cannot subsequently ask for its reformation. Reformation may be ordered at the instance of either party or his successors in interest, if the mistake was mutual; otherwise, upon petition of the injured party, or his heirs and assigns. The procedure for the reformation of instrument shall be governed by rules of court to be promulgated by the Supreme Court. If the terms of a contract are clear and leave no doubt upon the intention of the contracting parties, the literal

meaning of its stipulations shall control. If the words appear to be contrary to the evident intention of the parties, the latter shall prevail over the former. In order to judge the intention of the contracting parties, their contemporaneous and subsequent acts shall be principally considered. However general the terms of a contract may be, they shall not be understood to comprehend things that are distinct and cases that are different from those upon which the parties intended to agree. If some stipulation of any contract should admit of several meanings, it shall be understood as bearing that import which is most adequate to render it effectual. The various stipulations of a contract shall be interpreted together, attributing to the doubtful ones that sense which may result from all of them taken jointly. Words which may have different significations shall be understood in that which is most in keeping with the nature and object of the contract. The usage or custom of the place shall be borne in mind in the interpretation of the ambiguities of a contract, and shall fill the omission of stipulations which are ordinarily established. The interpretation of obscure words or stipulations in a contract shall not favor the party who caused the obscurity. When it is absolutely impossible to settle doubts by the rules established in the preceding articles, and the doubts refer to incidental circumstances of a gratuitous contract, the least transmission of rights and interests shall prevail. If the contract is onerous, the doubt shall be settled in favor of the greatest reciprocity of interests. If the doubts are cast upon the principal object of the contract in such a way that it cannot be known what may have been the intention or will of the parties, the contract shall be null and void. The principles of interpretation stated in Rule of the Rules of Court shall likewise be observed in the construction of contracts. Contracts validly agreed upon may be rescinded in the cases established by law. The following contracts are rescissible: Payments made in a state of insolvency for obligations to whose fulfillment the debtor could not be compelled at the time they were effected, are also rescissible. The action for rescission is subsidiary; it cannot be instituted except when the party suffering damage has no other legal means to obtain reparation for the same. Rescission shall be only to the extent necessary to cover the damages caused. Rescission creates the obligation to return the things which were the object of the contract, together with their fruits, and the price with its interest; consequently, it can be carried out only when he who demands rescission can return whatever he may be obliged to restore. Neither shall rescission take place when the things which are the object of the contract are legally in the possession of third persons who did not act in bad faith. In this case, indemnity for damages may be demanded from the person causing the loss. Rescission referred to in Nos. All contracts by virtue of which the debtor alienates property by gratuitous title are presumed to have been entered into in fraud of creditors, when the donor did not reserve sufficient property to pay all debts contracted before the donation. Alienations by onerous title are also presumed fraudulent when made by persons against whom some judgment has been issued.

Chapter 5 : BOOK IV (FULL TEXT) : CIVIL CODE OF THE PHILIPPINES : CHAN ROBLES VIRTUAL LAW

(Note that the Civil Code of Spain was in turn an adaptation of the Code Napoleon -- French Civil Code of)] (2) Commentators and Annotators on the Civil Code of Spain Among the famous commentators and annotators on the Civil Code of Spain were: (a) (b) (c) Justice Jose Ma. Rama. 8.

Chapter 6 : Civil Code Of The Philippines Annotated by Edgardo L. Paras

CIVIL CODE OF THE PHILIPPINES 1 BOOK II PROPERTY, OWNERSHIP, AND ITS MODIFICATIONS Title I. "CLASSIFICATION OF PROPERTY PRELIMINARY PROVISIONS (1) Definition of 'Property' in the Civil Code.

Chapter 7 : Civil Code of the Philippines - Wikipedia

This Act shall be known as the "Civil Code of the Philippines." (n) Article 2. Laws shall take effect after fifteen days following the completion of their publication in the Official Gazette, unless it is otherwise provided. This Code shall take effect one year after such publication. (1a) Article 3.

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These questions may be disregarded. Probate Code sec. is not involved, Elizalde v. Elizalde, Cal. , 66 P. , 70 P. , and Code of Civil Procedure, sec. (3) does not control where it is sought to establish a trust. Holland v. Bank of Italy Nat. T. & S. Ass'n, racedaydl.com , 1 P.2d ; Coombs v.