Article 1163 — Meaning of Specifics of Determinate Illing and Menning of Generic or Indeterminate Thing Specific Thing and Generic Thing Distinguished; Duries of Debtor in Obligation to Give a Determinate Thing; Duties **STNATIOO**, allou to Deliver a

Ceneric Thing

CHAPTER 2 - WATURE AND SPECT, OF OF OBLICATIONS

PREFACE	Pruits
INTRODUCTION TO LAW	Owner.
The General Nature of Law — Meaning of Law in General;	Debtor
Ceneral Divisions of Law: Subjects of Law; Divine Law; Natural	nA THE
Law: Moral Law: Physical Law: State Law: Concepts of (State) Law;	07112571
Characteristics of Law: Necessity and Functions of Law; Sources of	
Law: Rule in Case of Doubt in Interpretation or Application of Laws;	
Organs of Social Control; Law Compared with Other Means of Social	HI S. YE
Control; Organization of Courts; Classifications of Law; Law on	to delo
Obligations and Contracts Defined; Civil Code of the Philippines;	The state of
Civil Code Provisions on Obligations and Contracts; Conclusive Presumption of Knowledge of Law	n valed
COLOT, Effects of Delay, When Flamand as Mak Mayees and the	
TITLE I Vision Professional Common Oral And Oral Management of Common Oral And Oral Management of Common Oral Management o	Put Deb
OBLIGATIONS	Disting
(Arts. 1156-1304, Civil Code) dianogast ' ITTI sha	
CHAPTER 1 — GENERAL PROVISIONS	Fraud V Art
Article 1156 - Meaning of Obligation; Civil Code Definition;	Demand
Mosning of Juridical Necessity: Nature of Obligations Under the CIVII	CL CHANTLE
Code: Essential Requisites of an Obligation; Form of Obligations;	DANTAGE
Obligation Right and Wrong Distinguished: Kinds of Ubligation	43 14 14 14 14
According to the Subject Matter	20
Article 1157 — Sources Obligations; Sources Classified	22
Article 1158 — Legal Obligations	Distingo
Faith	23
	oluno
Contractual Obligations	25
Article 1161 — Civil I jability Arising from Crimes or Delicts;	rust lo
Scope of Civil Liability	20
Article 1162 — Obligations Arising from Quasi-delicts; Requisites	
of Quasi-delict; Crime Distinguished from Quasi-delict	28
Study Guide	instal 29

Section 2. — Obligations with a Period. To All the Antiques T — Batt slama

Article 1193 — Meaning of Obligation with a Period; Meaning	Study
of Period or Term; Period and Condition Distinguished; Kinds of	
Period or Term	111
Article 1194 — Effect of Loss, Deterioration, or Improvement	110
Before Arrival of Period	
Article 1195 - Payment Before Arrival of Period; Debtor	2AD 112
Precimed Aware of Deriod, No Deriod	
Article 1196 — Presumption as to Benefit of Period; Exceptions	r non 113
to the General Rule; Computation of Term or Period, Exceptions	
ATTICIP 119/ - Court Congrally, Without Down to T' D	
Exceptions to the General Rule; Legal Effect Where Suspensive	Conditio
Period/Condition Depends Upon Will of Debtor; Period Fixed	of a Con
Cannot Be Changed by the Courts	delween
Article 1198 — When Obligation Can Be Demanded Before	onan H7
Larse of Period	
Lapse of Period	otde (119
Study Guide	122
Section 2 To All 10 Mill Of the Common Control of the Common Comm	N cooriik
Section 3. — Alternative Obligations.	Where 5
Article 1199 - Kinds of Obligation According to Object	Where R
Meaning of Alternative Obligation	ohibr123
Meaning of Alternative Obligation	U vitra P
Right of Choice of Debtor Not Absolute	124
Article 1201 — Communication of Notice that Choice has been	lizeogmi
Made	126
Article 1202. – Effect When Only One Prestation is	120
Practicable	127
Article 1203 — When Debtor may Rescind Contract	127
Article 1204 — Effect of Loss of Objects of Obligation; Basis of	trA 12/
Indemnity	128
Article 1205 — When Right of Choice Belongs to Creditor; Rules	degilaco
in Case of Loss Before Creditor has Made Choice; Rules Applicable to	trA .
Personal Obligations	130
Article 1206 - Meaning of Facultative Obligation; Effect of	
Loss; Alternative and Facultative Obligations Distinguished	ezoJ lo
Ch. L. Co. 1	132
Study Guide	135
Section 4. — Joint and Solidary Obligations.	Applies
	Obliged
Afficies 120/-1208 — Kinds of Obligations According to the	70
Number of Parties; Meaning of Joint and Solidary Obligations:	on Elek
confective Obligation Presumed to be Joint: Presumption Subject	
o Rules on Multiplicity of Suits; Words Used to Indicate Joint	nA .
dollity, when Obligation Solidary: Words Used to Indicate	
folidary Liability; Kinds of Solidarity; Solidarity not Presumed	137
Article 1209 — Joint Indivisible Obligation	144

Article 1210 — Indivisibility and Solidarity Distinguished	146
Article 1211 — Kinds of Solidary Obligation According to the	Damaj
Legal Tie: Solidarity Not Affected by Diverse Stipulations	147
Article 1212 - Act of Solidary Creditor Useful/Prejudicial to	140
Othors	149
Article 1213 — Assignment by Solidary Creditor of His Rights	149
Article 1214 — Payment to Any of the Solidary Creditors	150
Article 1215 — Liability of Solidary Creditor in Case of Novation,	
Compensation, Confusion, or Remission; Effect of Novation, etc.	16 XUE
Whore Obligation Joint	151
Article 1216 — Right of Creditor to Proceed Against Any Solidary	
Debtor	152
Article 1217 — Effects of Payment by a Solidary Debtor	153
Article 1218 — Effect of Payment After Obligation Has Prescribed	154
or Become Illegal; Prescriptive Periods of Actions	154
Auticle 1210 Effect of Remission of Share After Payment	156
Article 1220 — No Right to Reimbursement in Case of	157
Pomission	137
Article 1221 — Rules in Case Thing has been Lost or Prestation	Section
Has Rosama Impossible	158
Article 1222 — Defenses Available to a Solidary Debtor	160
Study Guide	161
CARLOR OF THE STATE OF THE STAT	Proving
Section 5. — Divisible and Indivisible Obligations.	Perform
WHILA TO POSTED TO SHE THE STREET OF THE PROPERTY OF THE PROPE	1234
Article 1223 — Meaning of Divisible and Indivisible Obligations;	a h
Test for the Distinction; Applicability of Article 1223; Kinds of Division;	The state of
Kinds of Indivisibility: Where There is Only One Creditor and One	164
Dileter	101
Article 1224 — Effect of Non-compliance by a Debtor in a Joint	
Indivisible Obligation	167
Article 1225 — Obligations Deemed Indivisible; Obligations	
Doomed Divisible: Divisibility or Indivisibility in Obligations Not to	1/0
Do	168
Study Guide	171
Section 6. — Obligations with a Penal Clause.	rd.
Section 6. — Obligations with a Tenal Clause.	DECTED"
	neil A o
Article 1226 — Meaning of Principal and Accessory Obligations;	
Meaning of Obligation with a Penal Clause; Meaning of Penal	wer Are Do
Clause; Purposes of Penal Clause; Penal Clause and Condition	116
Distinguished; Kinds of Penal Clause; Penalty Substitutes for	to taken
Damages and Interests; When Creditor may Recover Damages; When	173
Panalty May be Enforced	
Article 1227 — Penalty Not Substitute for Performance; Penal	176
Clause Presumed Subsidiary; When Penal Clause Joint	1/0

Article 1228 — Penalty Demandable Without Proof of Actual Damages; Damages Recoverable in Addition to Penalty Must be	inth 1
Proved	179
Article 1229 — When Penalty May be Reduced by the Courts	180
Article 1230 — Effect of Nullity of the Penal Clause; Effect of Nullity of the Principal Obligation	181
Study Guide	182
CHAPTER 4 — EXTINGUISHMENT OF OBLIGATIONS	Debtor
GENERAL PROVISIONS	Artic of Becom
Article 1231 — Causes of Extinguishment of Obligations	184
Section 1. — Payment or Performance. [7] Set 3 Al collect - 121 Set	Semissio Arfie Has Beco
Article 1232 — Meaning of Payment	
Article 1233 — When Debt is Considered Paid; Burden of Proving Judgment	186
Article 1234 — Recovery Allowed in Case of Substantial	Section
Performance in Good Faith; Requisites for the Application of Article	
1234	187
Article 1235 — Recovery Allowed When Incomplete or Irregular Performance Is Waived; Requisites for the Application of Article	fest for th
1235	189
Article 1236 — Persons From Whom the Creditor Must Accept	ina.
Payment; Creditor May Refuse Payment by a Third Person; Effect of	dieivibrii
Payment by a Third Person	190
Article 1237 — Right of Third Person to Subrogation; Subrogation	192
and Reimbursement Distinguished	172
to be Reimbursed	193
Article 1239 - Meaning of "Free Disposal of Thing Due" and	Section
"Capacity to Alienate"; Free Disposal of Thing Due and Capacity	
to Alienate Required	194
Article 1240 — Person to Whom Payment Shall be Made; Meaning	Meaning
of "Any Person Authorized to Receive It"	
Article 1241 — Effect of Payment to an Incapacitated Person;	
\$P\$	106
Not be Proved by Debtor	190
Credit	
Article 1243 — When Payment to Creditor Not Valid	

Article 1244 - Very Prestation Due Must be Complied With;	A
When Prestation May be Substituted	200
Article 1245 — Special Forms of Payment; Meaning of Dation in	
Article 1245 — Special Politis of Layment, Weating of Datastian	201
Payment; Governing Law	202
Article 1246 — Rule of the Medium Quality	odies
Article 1247 — Debtor Pays for Extrajudicial Expenses; Losing	203
Party Generally Pays Judicial Costs	203
Article 1248 — Performance of Obligation Should be Complete;	2004
When Partial Performance Allowed	204
Article 1249 — Meaning of Legal Tender; Legal Tender in the	the Mark
Philippines; Payment by Means of Instruments of Credits	205
Article 1250 — Meaning of Inflation and Deflation; Basis of	
Payment in Case of Extraordinary Inflation or Deflation	207
Article 1251 — Place Where Obligation Shall be Paid	209
Article 1251 — Place Where Obligation Stati de l'alamination	eodini.
Subsection 1. — Application of Payments	tA.
Tale 1208 . Enert of Fortuity Frent where Talkartrian to	A F
Article 1252 — Meaning of Application of Payments; Requisites	Procee
of Application of Payments; Application as to Debts Not Yet Due;	457200
Rules on Application of Payments	210
Article 1253 — Interest Earned Paid Ahead of Principal	213
Article 1253 — Interest Earned Faid Allead of Findipal	210
Article 1254 — Application of Payment to Most Onerous Debt;	
When a Debt More Onerous Than Another; Where Debts Subject to	214
Different Burdens	214
Subsection 2. — Payment by Cession	of Conc
Consign Poquisites	same
Article 1255 - Meaning of Payment by Cession; Requisites	AA.
of Payment by Cession; Effect of Payment by Cession; Dation in	LICOLINI
Payment and Cession Distinguished	215
of the A. Presymption in Cast Document Founds in	
Subsection 3. — Tender of Payment	19082662
and to the and Consignation was Stational and a second	RANGE OF STREET
A Continue of the second of th	PERSONAL
Article 1256 - Meaning of "Tender of Payment" and	
"Consignation"; Requisites of a Valid Consignation; When Tender	PSOSSON
of Payment Not Required; Requirements for Valid Tender of	
Payment	217
Article 1257 — Prior Notice to Persons Interested Required;	Section
Consignation Must Comply with Provisions on Payment	219
Consignation Must Comply with Provisions on Layinett	44
Article 1258 — Consignation Must be With Proper Judicial	Basedo
Authority; Notice to be Given to Interested Parties of the Consig-	220
nation Made	De Davi
Article 1259 — Creditor Bears Expenses of Consignation; When	221
Consignation Deemed Properly Made	remin2
Article 1260 - Withdrawal by Debtor of Thing or Sum	000
Donosited	222

Article 1261 — Effect of Withdrawal with Authority of Creditor	11/s
Study Guide	224
Section 2. — Loss of the Thing Due.	PROPERTY WAS A STATE OF
Article 1262 — When a Thing is Considered Lost: When Loss of	Party G
Thing Will Extinguish an Obligation to Give: When Loss of Thing	ha.
Will Not Extinguish Liability	226
Article 1263 — Effect of Loss of a Generic Thing	227
Article 1264 — Effect of Partial Loss of a Specific Thing	228
Article 1265 — Presumption of Fault in Case of Loss of Thing in	AP,
Possession of Debtor; When Presumption Not Applicable	228
Article 1266 — Effect of Impossibility of Performance; Kinds of Impossibility	DA.
Article 1267 — Effect of Difficulty of Performance	230
Article 1268 — Effect of Fortuitous Event Where Obligation	231
Proceeds from a Criminal Offense	232
Article 1269 - Right of Creditor to Proceed Against Third	00A 10
rersons	232
Study Guide	201
size 2 244 as Arministration of Paymens In Most Ontrous, July 1	234
Section 3. — Condonation or Remission of Debt.	When
Section 5. — Conductation of Remission of Debt.	
Article 1270 — Meaning of Condonation or Remission; Requisites	
of Condonation or Remission; Kinds of Remission; Effect of Inofficious	100
Kemission	235
Article 1271 - Presumption in Case of Voluntary Delivery of	LA 200
Document of Indebtedness by Creditor; Payment, Not Remission of	ve 136
Debt bararrentsi i aki sa sa	236
Article 1272 - Presumption in Case Document Found in	
rossession of Debtor	238
Article 1273 — Effect of Renunciation of the Principal Debt of the	
Accessory Obligation	239
Article 1274 — Presumption in Case Thing Pledged Found in	A
Possession of Debtor	239
Study Guide	240
the control of the co	Paymi
Section 4. — Confusion or Merger of Rights.	
Article 1275 - Magning of Confusion - M. B.	Const
Article 1275 — Meaning of Confusion or Merger; Reason or Basis for Confusion; Requisites of Confusion	240
Article 1276 — Effect of Merger in the Person of Principal Debtor	242
or Creditor; Effect of Merger in the Person of Guarantor	243
Article 12// — Confusion in a Joint Obligation: Confusion in a	210
olidary Obligation	244
Study Guide	246

Section 5. — Compensation.

Article 1278 — Meaning of Compensation; Object of Com-	
pensation; Compensation and Confusion Distinguished; Kinds of	247
Compensation	249
Article 1279 — Requisites of Legal Compensation	253
Article 1280 — Compensation Benefits Guarantor	253
Article 1281 — Total and Partial Compensations	254
Article 1282 — Voluntary Compensation	254
Article 1283 — Judicial Compensation	
Article 1284 — Compensation of Rescissible or Voidable Debts	255
Article 1285 — Where Compensation has Taken Place Before	
Assignment; Where Compensation has Taken Place After	255
Assignment	
Article 1286 — Compensation Where Debts Payable at Different	250
Places	258
Articles 1287-1288 — Instances When Legal Compensation Is Not	259
Allowed by Law	239
Article 1289 — Rules on Application of Payments Apply to Order	262
of Compensation	STATE OF
Article 1290 — Consent of Parties Not Required in Legal	262
Compensation	262
Study Guide	263
Section 6. — Novation.	Innonni Ar
Article 1291 — Meaning of Novation; Dual Function of Novation;	th.
Kinds of Novation	265
Article 1292 — Requisites of Novation; Novation is Not	NA.
Presumed; Test of Incompatibility Between Two Obligations or	KPK N
Contracts	267
Article 1293 — Kinds of Personal Novation; Kinds of Substitution;	of Stip
Consent of Creditor Necessary; Right of New Debtor Who Pays	268
Article 1294 — Effect of New Debtor's Insolvency or Non-	Ar
fulfillment of the Obligation in Expromision	270
Article 1295 — Effect of New Debtor's Insolvency or Non-	NA
fulfillment of the Obligation in Delegacion	271
Article 1296 — Effect of Novation on Accessory Obligations	272
Article 1297 — Effect Where the New Obligation Void:	AETHIED T
Effect Where the New Obligation Voidable	272
Article 1298 — Effect Where the Old Obligation Void or	to Perfe
Voidable	273
Article 1299 — Presumption Where Original Obligation Subject	An
to a Condition IV	274
Article 1300 — Meaning of Subrogation; Kinds of Subroga-	Person
tion	275
Article 1301 — Consent of All Parties Required in Conventional	AIC .
Subrogation	275
Article 1202 Cases of Legal Subrogation	276

Article 1303 — Effect of Legal Subrogation	277 278
Study Guide	279
Sensation	mo
urinde 1.779 — Requisites of Legal Compensations and Legal Legal Compensation and Legal Le	
CONTRACTS	V V
(Arts. 1305-1422, Civil Code.)	956
Intick 1284 — Compression of Resinstible of Visidalistic Lobbs — Intrick 255	
CHAPTER 1 — GENERAL PROVISIONS	Assig
Article 1305 — Meaning of Contract; Number of Parties to a Contract; Contract and Obligation Distinguished; Contract and	
Agreement Distinguished; Classifications of Contract	280
Article 1306 — Meaning of Valid Contracts; Freedom to Contract Guaranteed; Limitations on Contractual Stipulations; Contract Must Not be Contrary to Law; Contract Must Not be Contrary to Morals;	Allov
Contract Must Not be Contrary to Good Customs; Contract Must	0 10
Not be Contrary to Public Order; Contract Must Not be Contrary to Public Policy	283
Article 1307 — Classification of Contracts According to Its Name or Designation; Kinds of Innominate Contract; Reasons for	200
Innominate Contracts; Rules Governing Innominate Contracts	287
Article 1308 — Contract Binds Both Contracting Parties	288
Person	289
Article 1310 — Effect Where Determination Inequitable	289
Requisites of Stipulation Pour Autrui	290
Real Rights	293
to Defraud Them	294
Contract	295
to Perfection; Stages in the Life of a Contract; How Contracts Are	Effec
Perfected; Effect of Perfection of the Contract Article 1317 — Unauthorized Contracts are Unenforceable;	
Unauthorized Contracts Can be Cured Only by Ratification; When a	E of
Person is Bound by the Contract of Another	299
Study Guide	302
Ogation 1302 — Cases of Legal Subrogation	

CHAPTER 2 — ESSENTIAL REQUISITES OF CONTRACTS

GENERAL PROVISIONS

Article 1318 — Classes of Elements of a Contract	304
Section 1. — Consent	
Article 1319 — Meaning of Consent; Meaning of Offer; Offer must	
be Certain and Seriously Intended; Meaning of Acceptance; Acceptance	204
of Offer must be Clear and Absolute	306
Article 1320 — Form of Acceptance of Offer	308
Article 1321 - Matters that May be Fixed by the Offerer;	
Communication of the Offer	309
Article 1322 — Communication of Acceptance	310
Article 1323 — When Offer Becomes Ineffective; Other Grounds	THE LAND
Which Render Offer Ineffective	310
Article 1324 - Meaning of Contract of Option; Option Period	
Option Money; Withdrawal of Offer Where Period Stipulated for	REQUEST
Acceptance: Articles 1324 and 1479 Compared	311
. Article 1325 — Business Advertisements Generally Not Definite	Lenning
Offers	313
Article 1326 — Advertisements for Bidders Generally Not Definite	314
Offers	314
Article 1327 — Capacity to Give Consent Presumed; Persons Who	214
Cannot Give Consent; Reason for Disqualification	314
Article 1328 — Contracts Entered into During a Lucid Interval;	215
Effect of Drunkenness and Hypnotic Spell	315
Article 1329 — Incapacity Declared in Article 1327 Subject to	Dejected
Modifications; Other Special Disqualifications May be Provided by	216
Law	316
Article 1330 - Characteristics of Consent; Vices of Consent;	210
Causes Vitiating Consent and Causes of Incapacity Distinguished	318
Article 1331 — Meaning of Mistake or Error; Nature of Mistake;	
Mistake of Fact to Which Law Refers; Mistake of Fact Which Does	210
Not Vitiate Consent; Effect of Mistake of Account	319
Article 1332 — Burden of Proof in Case of Mistake or Fraud	322
Article 1333 — Effect of Knowledge of Risk	323
Article 1334 - Meaning of Mistake of Law; Effect of Mistake	
of Law; When Mistake of Law Vitiates Consent; Requisites for the	324
Application of Article 1334	324
Article 1335 — Nature of Violence or Force; Nature of	INPO
Intimidation or Threat; Factors to Determine Degree of Intimidation;	325
Threat to Enforce Just or Legal Claim	328
Article 1336 — Violence or Intimidation by a Third Person	020
Article 1337 — Meaning of Undue Influence; Nature of Undue	328
Influence: Litrimstances to be Considered	020

Article 1338 — Meaning of Causal Fraud; How Causal Fraud Committed; Requisites of Causal Fraud	
Committed; Requisites of Causal Fraud. Article 1339 — Fraud by Concealment	330
Article 1339 — Fraud by Concealment. Article 1340 — Usual Exaggerations in Trade	
Article 1340 — Usual Exaggerations in Trade	332 333
Article 1341 — Expression of Opinion	
Article 1342 — Fraud by a Third Person	334
Faith Made in Good	334
Article 1344 — Two Kinds of Fraud in the Making of Contract; Articles 1345-1346 — Meaning of Simulation	335
Kinds of Simulation	336
Study Guide	337
Section 2. — Object of Contracts.	warma
Articles 1347-1348 — Concept of Object of a Contract; Kinds of Object of Contract; Requisites of Things as Object of Contract; Requisites of Services as Object of Contract; Rights as Object of Contract; Definition of Facts	mine Which A-A Option
Article 1349 - Overthe Colonicy	341
Determinate	344
Section 3. — Cause of Contracts.	346
Article 1350 — Meaning of Cause; Cause Distinguished from Object; Classification of Contracts According to Cause	a toeffili
Object; Classification of Contracts According to Cause Article 1351 — Meaning of Motive; Cause Distinguished from Motive	347
Articles 1352-1352 D	240
Articles 1352-1353 — Requisites of Cause; Effect of Absence of Cause; Effect of Failure of Cause; Effect of Illegality of Cause; Effect	349
Article 1354 — Cauca Pro-	350
Article 1354 — Cause Presumed to Exist and Lawful	352
Study Guide	353
	355
CHAPTER 3 — FORM OF CONTRACTS	
Article 1356 — Meaning of Form of Contract; Forms of Contract; When Contract Considered in Written Form; Classification Contracts According to Form; Rules Regarding Form of Contracts; Form for Validity of Contract; Form for Enforceability	ndial avii
Article 1357 — Form for the Convenience of the Parties	356 358

Article 1358 — Contracts Which Must Appear in a Public Document	360
Study Guide	362
CHAPTER 4 — REFORMATION OF INSTRUMENTS (n)	
Article 1359 — Meaning of Reformation; Reason for Reformation; Requisites of Reformation; Reformation Distinguished from Annulment	363
Article 1360 — Principles of the General Law on Reformation Article 1361 — Mutual Mistake as Basis for Reformation Article 1362 — Mistake on One Side, Fraud or Inequitable	365 365
Conduct on the Other	366 366 367
Article 1365 — Mortgage or Pledge Stated as a Sale	367
Article 1368 — Party Entitled to Reformation	369 369
Study Guide CHAPTER 5 — INTERPRETATION	370
OF CONTRACTS	
Article 1370 — Meaning of Interpretation of Contracts; Literal Meaning Controls When Language Clear; Evident Intention of Parties Prevails Over Terms of Contract	371
Article 1371 — Contemporaneous and Subsequent Acts Relevant in the Determination of Intention	373
Article 1372 — Special Intent Prevails Over a General Intent Article 1373 — Interpretation of Stipulation with Several Mean-	374
Article 1374 — Interpretation of Various Stipulations of a	375
Article 1375 — Interpretation of Words with Different	375
Significations	376
Article 1377 — Interpretation of Obscure Words	376 377
Settle	378
Applicable	379

INTRODUCTION TO Chapters 6, 7, 8, and 9

Kinds of Defective Contracts	381
CHAPTER 6 — RESCISSIBLE CONTRACTS	
Article 1380 — Meaning of Rescissible Contracts; Binding	
Force of Rescissible Contracts; Meaning of Rescission; Requisites of	HEART.
Rescission	382
Article 1381 — Cases of Rescissible Contracts	383
Article 1382 — Payments Made in a State of Insolvency	386
Article 1383 — Nature of Action for Rescission	386
Article 1384 — Extent of Rescission	387
Article 1385 — Rescission Creates Obligation of Mutual Res-	
titution; Obligation of Third Person to Restore; When Rescission Not	
Allowed	387
Article 1386 — Contracts Approved by the Courts	389
Article 1387 — When Alienation Presumed in Fraud of Creditors:	
Circumstances Denominated as Badges of Fraud	389
Article 1388 — Liability of Purchaser in Bad Faith	392
Article 1389 — Period for Filing Action for Rescission; Persons	
Entitled to Bring Action	393
Study Guide	394
CHAPTER 7 — VOIDABLE CONTRACTS	
Article 1390 — Meaning of Voidable Contracts; Binding Force	
of Voidable Contracts; Kinds of Voidable Contracts; Meaning of	
Annulment	395
Article 1391 — Period for Filing Action for Annulment	396
Article 1392 — Meaning and Effect of Ratification	397
Article 1393 — Kinds of Ratification; Requisites of Ratification	397
Article 1394 — Who May Ratify	398
Article 1395 — Conformity of Guilty Party to Ratification Not	370
Required	399
Article 1396 — Effect of Ratification Retroactive	399
Article 1397 — Partly Entitled to Bring an Action to Annul; Right	377
of Strangers to Bring Action; Guilty Party Without Right to Bring	
Action	400
Article 1398 — Duty of Mutual Restitution Upon Annulment	401
Article 1399 — Restitution by an Incapacitated Person	402
Article 1400 — Effect of Loss of Thing to be Returned	402
Article 1401 — Extinguishment of Action for Annulment	403
Article 1402 — Effect Where a Party Cannot Restore What He	403
is Bound to Return	404
Study Guide	405

CHAPTER 8 — UNENFORCEABLE CONTRACTS (n)

Contracto: Rinding	
Article 1403 - Meaning of Unenforceable Contracts; Binding	
Force of Unenforceable Contracts; Kinds of Unenforceable Contracts;	
Meaning of Unauthorized Contracts; Statute of Frauds; Agreements	
Within the Scope of the Statute of Frauds	407
Articles 1404-1405 — Modes of Ratification Under the Statute	415
Article 1406 — Right of a Party Where Contract Enforceable	415
Article 1406 — Right of a faity Where Contract Bosomes a Voidable	many T-
Article 1407 — When Unenforceable Contract Becomes a Voidable	416
Contract; When Unenforceable Contract Becomes a Valid Contract	
Article 1408 — Right of Third Persons to Assail an Unenforceable	C as II.
Contract	416
The state of the s	417
Study Guide	A. C.
CHAPTER 9 — VOID OR INEXISTENT	LET ME
CONTRACTS	
CONTRACTS	
CW : 1 Contracts: Manning of Inevistent	APP TO
Article 1409 — Meaning of Void Contracts; Meaning of Inexistent	
Contracts; Characteristics of a Void or Inexistent Contract; Instances	410
of Void or Inexistent Contracts	419
Article 1410 — Action or Defense is Imprescriptible	422
Article 1411 - Rules Where Contract is Illegal and the Act	
Constitutes a Criminal Offense	422
Article 1412 — Rules Where Contract is Illegal But the Act Does	
Article 1412 — Rules Where Contract is megal but the receptor	424
Not Constitute a Criminal Offense	426
Article 1413 — Recovery of Usurious Interest	
Article 1414 — Recovery Where Contract Entered into for Higgs	100
Purpose	426
Article 1415 — Recovery by an Incapacitated Person	427
Article 1416 — Recovery Where Contract Not Illegal per se;	
Prohibited Sale of Land	427
Article 1417 — Recovery of Amount Paid in Excess of Ceiling	
Article 1417 — Recovery of Amount 1 and in Excess of Coming	429
Price	
Article 1418 — Recovery of Additional Compensation for Service	429
Rendered Beyond Time Limit	
Article 1419 - Recovery of Amount of Wage Less Than	
Minimum Fixed	430
Article 1420 — Effect of Illegality Where Contract Indivisible/	
Divisible; Divisible Contract Distinguished from Divisible Obli-	
Divisible; Divisible Colliact Distinguished from 21.22	430
gation	
Article 1421 — Persons Entitled to Raise Defense of Illegality or	431
Nullity	431
Article 1422 — Void Contract Cannot be Novated	432
Ct. d. C. ida	433

TITLE III

NATURAL OBLIGATIONS

(Arts. 1423-1430, Civil Code)

Article 1423 — Concept of Natural Obligations; Civil Not Exclusive	io botos Nacional Social
Prescribed Performance After Civil Obligation Has	434
Article 1425 — Reimbursement of Third Person for Debt That	435
Contract	436
in Fulfillment of Obligation	436
Obligation Has Failed After Action to Enforce Civil	437
Property Inherited Payment by Heir of Debt Exceeding Value of	438
Article 1430 — Payment of Legacy After Will Has Been Declared	438
Study Guide	439
ANSWERS TO STUDY GUIDE	440
lags III and any by a cooper of a cooper of the cooper of	441
The size and handle of the state of the size of the si	9114

Admits (416 -- Engage Where Continue the series and a series of the seri Frontbried Sale of Land Land Control Paul In Hickey N. 1994 to S. 1994 to Sticke 1437 L. Majoriery of Agrand Paul In Hickey N. 1994 to S. 1994 refere 1418 - Recovery of Additional Communication for Service 1429

And the state of t

Andle sale of Repowers Ambure of Wage to Thank a