

Contract and obligations (reviewer)

Law



The Law of obligations and contracts is a the body of rules which deals with the nature and sources of obligations and the rights and duties arising from agreements and the particular contracts. Obligation latin word obligation meaning tying or binding; Juridical necessity to give to do or not to do.

Requisites of an obligation 1) Passive subject; debtor, obligor 2) Active subject; creditor or oblige 3) Object or prestation, subject matter of obligation 4) Juridical tie; efficient cause; which connects the parties to the obligation.

Forms of Obligation 1) Arising from contracts for their validity or binding force 2) Obligations arising from other sources Obligation is the act or performance which the law will enforce. Right, is the power which a person has under the law, to demand from another any prestation. A wrong is an act or omission of one party

Kinds of Obligation to the subject matter 1) Real Obligation — the subject matter is a thing which the obligor must deliver to the oblige. 2) Personal Obligation — act to be done or not to be done, * Positive — to do * Negative — not to do Obligations arise from 1) Law 2) Contracts 3) Quasi contracts —juridical relation resulting from lawful, voluntary and unilateral acts which are enforceable to the end that no one shall be unjustly enriched or benefited at the expense of another. 4) Crimes or acts of omissions punished by law 5) Quasi-delicts or torts arise from the damage caused to another through an act or omission ther being fault or negligence, but no contractual relation exists between the parties. A contract is a meeting of minds between two persons whereby one binds himself with respect to the other to give something or to render some service.

KINDS OF QUASI-CONTRACTS 1) Negotiorum Gestio — vluntray management of the property and affair of another without the knowledge or consent of the latter. 2) Solutio indebiti — is the juridical relation which is created when something

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is received when there is no right to demand it and it was unduly delivered through mistake. Specific or determinate thing; Generic or indeterminate thing

- 1) Natural Fruits spontaneous products of the soil, and the young and other products of animals.
- 2) Industrial Fruits are those produced by the lands of any kind through cultivation or labor.
- 3) Civil fruits are those derived by virtue of a juridical relation

Creditor has the right to fruits at time of delivery arises. Personal right is the right of the person to demand from another as a definite passive subject. Real right is the right or interest of a person over a specific thing. Genus nunquam perit (genus never perishes)

Accessions are the fruits of a thing or additions to or improvements upon a thing. Accessories are things joined to or included with the principal thing for the latter's embellishment, better use, or completion. *Accessories go together with principal