
Art. 1396. Ratification cleanses the contract from all its defects from the moment it was constituted. (1313)

So yun nga katulad lang nung mga diniscuss ng naunang group about sa ratificatoin.. it has retroactive effect so ano parang ngayon mo sya ni ratify pero yung kontrata nyo uhmmm ni entered nyo yun way before pa... the effect of ratification is para maging valid yung contract nya from its uhmm ano inception or from meaning from the time it was constituted .. ofcourse subject to prior rights yung mga third parties

EXAMPLE:

(1) B forced S to sell the latter's horse. Later, the horse gave birth to a colt. If S should ratify the contract after the birth of the colt, who is entitled to the colt? B, because ratification has a retroactive effect. It validates the contract from the date of its execution.

Art. 1397. The action for the annulment of contracts may be instituted by all who are thereby obliged principally or subsidiarily. However, persons who are capable cannot allege the incapacity of those with whom they contracted; nor can those who exerted intimidation, violence, or undue influence, or employed fraud, or caused mistake base their action upon these flaws of the contract. (1302a)

So etong article na to gives us an answer to the question na sino ba ang pwedeng mag file for annulment

EXAMPLE:

(1) S sold to B a parcel of land. The consent of S was vitiated by fraud. (see Art. 1390[2].) Subsequently, S sold the same lot to C.

In this case, C can bring an action to annul the sale to B. so pwede syang mag file ng annulment as long as hindi sya yung guilty person or successor ng guilty person.

Btw same din pala sa capacitated na person.. syempre yung pwedeng mag file is yung incapacitated so kung iakw yung capacitated person tapos yung other party yung incapacitated hindi ka pwedeng mag file ng case for annulment of sa contract.

Basta pinaka point lang is walang right to bring an action for annulment

Art. 1398. An obligation having been annulled, the contracting parties shall restore to each other the things which have been the subject matter of the contract, with their fruits, and the price with its interest, except in cases provided by law.

In obligations to render service, the value thereof shall be the basis for damages. (1303a)

EXAMPLE:

If a piece of land is leased for one year, with the land delivered and rent paid in advance for full period, and then the contract is annulled after four months, the mutual restitution cannot be total.

The lessee has to return the land, but the lessor should not be obliged to return the full amount of rent received by him but only the corresponding to the unexpired eight months.

So ayon hindi nya kelangan ibalik yung kinita nya para sa buong period but yung 8 months lang kase nga after four months pa nagkaron annul sa contract. Kaya hindi nya kelangan ibalik yung kinita nya sa loob ng 4 months

Art. 1399. When the defect of the contract consists in the incapacity of one of the parties, the incapacitated person is not obliged to make any restitution except insofar as he has been benefited by the thing or price received by him.

so yung party who is incapacitated ay hindi obliged to make mutual or any restitution

Pero yung nakalagay dito na exception only insofar as he has been benefited by the thing or price nga na kanyang na received

Itong article na to naaapply lang sya only if yung dahilan ng pagka defect ng contract is dahil yung isang party is incapacitated to give consent.

Now etong si capacitated person dahil as a rule nga ay hindi nga obliged si ano si incapacitated person to make restitution except kung maapply yung exception to the rule then eto ngang si capacitated person has the burden of ano uhmm showing na nag karoon ng benefits or the incapacitated person has actually benefited from that.

Art. 1400. Whenever the person obliged by the decree of annulment to return the thing can not do so because it has been lost through his fault, he shall return the fruits received and the value of the thing at the time of the loss, with interest from the same date. (1307a)

So eto about to sa ano papaano ang mangyayari kapag yung kelangan ibalik na thing or yung price or whatever it is kasi nga nag karon ng annulment ay hindi mona maretturn so papano gagawin mo kapag hindi mo na mairerturn yung mga yon and it is because through your fault then yung gagawin nya irereturn nya nalang yung fruits na natanggap nya then yung value ng bagay at the time it is lost okay kung kelan nawala yung bagay yun yung gagamitin na value. With interest from the same date. So yung value ng thing with interest yun nalang yung mag sisilbing thing itself na nawala . yun yung ibig sabihin netong article 14 hundred

EXAMPLE:

S sold his plow carabao to B. On the petition of S, the contract was annulled by the court. But the carabao died in the possession of B through his fault.

Under Article 1400, B must pay the value of the carabao at the time of its death, with interest from the same date. If the carabao had given birth, the young must also be delivered as the fruit of the said animal.

Art. 1401. The action for annulment of contracts shall be extinguished when the thing which is the object thereof is lost through the fraud or fault of the person who has a right to institute the proceedings

If the right of action is based upon the incapacity of any one of the contracting parties, the loss of the thing shall not be an obstacle to the success of the action, unless said loss took place through the fraud or fault of the plaintiff.

This provision talks about ano uhmm extinguishment of action for annulment. Okay so hindi na pwedeng mag file ng case for annulment if ano yung tao sana na may right mag institute ng annulment ay hindi na nya kayang irestore yung bagay na obliged dapat syang ireturn incase if yung contract will be annuled dahil sya ang nakawala or nakasira ng bagay na yun. Kaya yung right nya through annul is extinguished na.

EXAMPLE:

C was forced by B to enter into a contract of barter whereby B exchanges his fountain pen with C's ring. If the fountain pen is lost due to the fault of C. C's right of the annulment is extinguished.

So ayon dito wala na syang right mag file ng case of annulment kase nga sya yung nakawala ng fountain pen which is kelangan nyang ibalik sana kay B

Art. 1402. As long as one of the contracting parties does not restore what in virtue of the decree of annulment he is bound to return, the other cannot be compelled to comply with what is incumbent upon him.

So eto yung provision na to is talks about the reciprocal obligations of restitution so ayon sabi if one of the contracting party is hindi nya pa naibalik kung ano man yung nasa decree of annulment kung ano man yung sa napagusapan ba nila so yung other party hindi nga makakapag compell to comply kung ano man yung obligation ng other party din sana to return.

EXAMPLE:

B forced S to sell the latter's horse. The contract was annulled by the court at the instance of S.

If the horse died through the fault of B, Article 1400 governs. If the horse died due to a fortuitous event, S can refuse to return the purchase price. Pwedeng tangihan ni s yon

But if B offers to pay the value of the horse (with its fruits if any) at the time of its death, he can compel S to return the price with the interest. With or without the fault of B, S, as injured party, has the right to demand the value of the horse.

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