

PORTFOLIO IN LAW

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BSIT

FRIDAY

TERM	DATE OF SUBMISSION	NAME OF ACTIVITY	SUBJECT MATTER OF THE ACTIVITY	TAKEAWAY 1	TAKEAWAY 2	TAKEAWAY 3
PRELIM	August 11, 2023	GROUP PRESENTATIO N-1	SELF OBLIGATION IN LIFE AND MEANING OF OBLIGATION	Self-obligation pertains to the voluntary commitments I make for myself, distinct from external expectations. It encompasses the internal sense of duty or responsibility I sense towards my individual objectives, principles, or commitments. This obligation is not enforced by external rules or contracts but arises from within, mirroring my profound personal values.	In the context of "The Law on Obligations and Contracts" by Hector S. De Leon & Hector M. De Leon Jr., obligation refers to a duty that I am obligated to fulfill either by legal or moral standards. It involves the compelling nature of contracts or laws, which require me to fulfill promises or responsibilities. These duties may arise from agreements, legal statutes, customary practices, or ethical considerations, and neglecting them can lead to legal or moral repercussions.	The interaction between self-obligation and legal/moral obligations is evident in how my individual commitments shape my perception and fulfillment of duties. An example of this interplay is when I adhere to elevated ethical standards in my professional role, surpassing the legal requirements, due to their alignment with my personal values. This dynamic involves harmonizing the internal compulsion I feel with what external regulations or societal norms anticipate from me. In essence, it revolves around finding a balance between my self-imposed commitments and the expectations set by external rules and societal standards.
PRELIM	August 17, 2023	ASSIGNMENT-1	INTRODUCTI ON TO LAW	Legal principles are drawn from a variety of sources, encompassing statutes, judicial decisions, contractual agreements, and constitutional provisions. A comprehensive comprehension of the origins and legal standing of these sources is instrumental in understanding both rights and responsibilities. By delving into the historical context and legitimacy of statutes, court rulings, contracts, and constitutional provisions, one can gain valuable insights into the foundation of legal obligations and entitlements.	Obligations emanate from various origins, encompassing categories such as crimes, contracts, quasi-contracts, and quasi-delicts. Regardless of whether they arise from legal mandates, contractual agreements, or wrongful acts, each type of obligation possesses distinct characteristics, enforcement mechanisms, and legal consequences. The nature of these obligations is shaped by their specific sources, and understanding their unique features is crucial in navigating the diverse enforcement procedures and legal implications associated with each category.	In the legal framework, there exists a network of relationships among concepts like contracts, duties, civil liability, and quasi-delicts. These terms form the groundwork for understanding obligations, rights, and the consequences of actions or inactions in both societal and personal contexts. The interconnection between these legal concepts provides a comprehensive framework for assessing and navigating the intricate web of responsibilities, legal rights, and repercussions within the legal system.

PRELIM	August 25, 2023	ASSIGNMENT-2	REQUISITES OF OBLIGATION, SOURCE OF OBLIGATION AND CONCEPT OF UNJUST ENRICHMENT	<p>Mutual Agreement (Offer and Acceptance): There must be a meeting of the minds, where one party makes an offer and the other accepts it. This mutual agreement is a key element in forming a contract.</p> <p>Consideration: Something of value must be exchanged between the parties, whether it's goods, services, money, or promises. Consideration is what makes the contract binding.</p> <p>Lawful Purpose: The purpose of the contract must be legal. Contracts with illegal objectives or that violate public policy are generally unenforceable.</p> <p>Legal Capacity: Parties entering into a contract must have the legal capacity to do so. This means they are of sound mind and are not under duress or undue influence</p>	<p>Quasi-obligations, also referred to as quasi-contracts, are legal obligations that arise in the absence of a formal agreement or contract. Instead, they arise from the actions of individuals that result in harm or benefit to others. Unlike explicit contracts, quasi-obligations are based on principles of fairness and justice.</p> <p>One common scenario is when someone benefits from the actions of another without a formal agreement in place. In such cases, the law may impose a quasi-obligation to prevent unjust enrichment. On the other hand, if one person causes harm to another through fault or negligence, a quasi-obligation may arise to compensate the injured party.</p>	<p>Unjust enrichment occurs when one party gains at the expense of another in a manner that is considered unfair or inequitable. This could involve overcharging, taking advantage of someone's misfortune, or misleading actions.</p> <p>The recognition of unjust enrichment emphasizes the need for clear communication, transparency, and honesty in business and personal dealings. When unfair gains are identified, it may necessitate seeking remedies, reassessing relationships, and, in some cases, pursuing legal actions to rectify the situation.</p> <p>In legal terms, unjust enrichment may lead to the imposition of quasi-contractual obligations to restore equity and prevent one party from unfairly benefiting at the expense of another. This principle serves as a reminder of the ethical considerations that should underpin various transactions and relationships.</p>
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PRELIM	September 08, 2023	GROUP PRESENTATION-2	OBLIGATION AND REQUISITES OF THE CHOSEN VIDEO OF THE GROUP	<p>I came to recognize the significant value of maintaining absolute clarity in communication, particularly when involved in contractual agreements. This experience underscored the crucial importance of using explicit language and actions to prevent misunderstandings and potential disputes. The lesson gleaned from this situation emphasizes the necessity of precision and</p>	<p>Exploring how the legal system interprets digital communication elements, such as emojis, in contracts has brought to light the complexities inherent in this evolving landscape. Recognizing these nuances is crucial to prevent misinterpretations that could have legal ramifications. The realization underscores the importance of being mindful of the legal impact of digital communication methods,</p>	<p>The case brought attention to the possible legal repercussions arising from seemingly casual communication elements, such as emojis, within formal agreements. This heightened awareness underscores the necessity to exercise caution and precision in professional communication to avoid misunderstandings that might escalate into legal issues. The experience serves as a reminder of the importance of maintaining a careful and clear approach in formal communication, especially within</p>
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				transparency in communication to ensure that all parties involved have a clear and unambiguous understanding of the terms and expectations outlined in contracts.	including the use of emojis, to ensure that contractual agreements are accurately understood and interpreted within the legal context.	legal contexts, to mitigate the risk of unintended legal consequences.
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TERM	DATE OF SUBMISSION	NAME OF ACTIVITY	SUBJECT MATTER OF THE ACTIVITY	TAKEAWAY 1	TAKEAWAY 2	TAKEAWAY 3
MIDTERM	September 14, 2023	ASSIGNMENT-1	NATURE AND EFFECT OF OBLIGATIONS	In delving into the study of obligations and contracts, I've come to comprehend the distinctions between specific and generic things within obligations. This involves recognizing the difference between situations where a debtor is obligated to provide a clearly identified and particular item versus scenarios where the obligation pertains to a more general or generic nature. Understanding this contrast is essential in navigating the nuances of contractual obligations, as it pertains to the specificity or generality of the items or services involved in fulfilling the terms of the agreement.	In my studies of obligations, I've gained insight into the rights and remedies accessible to both creditors and debtors across various types of obligations. Whether dealing with real, personal, positive, or negative obligations, each category carries distinct legal implications and potential courses of action in the event of non-compliance. This understanding extends to the diverse avenues available to parties involved in seeking redress or enforcing their rights, depending on the nature of the obligation in question.	In my exploration of obligations, I've acquired knowledge about the factors influencing liability, including conditions leading to delay or default, essential elements for establishing responsibility, and methods for measuring damages. This encompasses a comprehensive understanding of concepts like negligence, fraud, fortuitous events, and force majeure, all of which play pivotal roles in determining legal accountability and potential compensation. The ability to grasp these intricate factors is crucial in navigating the complexities of legal proceedings related to obligations and ensuring fair and just outcomes in matters of responsibility and restitution.

MIDTERM	September 28, 2023	ASSIGNMENT-2	DIFFERENT KINDS OF OBLIGATION	Understanding Obligation Classifications: I've learned that obligations fall into different categories, like civil and natural, each with its own enforceability. For instance, civil obligations are legally binding, while natural ones are more about moral responsibility.	Grasping Condition and Period Dynamics: Conditions, whether they're suspensive or resolutive, greatly affect whether an obligation exists or is terminated. Similarly, periods or terms dictate when obligations become due, and there are various types and ways to calculate them.	Grasping Debtor-Creditor Relations: The concepts of joint, solidary, divisible, and indivisible obligations highlight how responsibilities are shared among parties involved. These insights are crucial in determining who's accountable and how obligations are managed.
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MIDTERM	October 06, 2023	GROUP- PRESENTATION -1	DIFFERENT KINDS OF OBLIGATION – PURE OBLIGATION	Pure obligations represent commitments that stand independently, devoid of reliance on any conditions. These obligations are absolute in nature, meaning they do not necessitate the occurrence of a specific event or circumstance for fulfillment. In essence, pure obligations are inherently complete and do not hinge upon external factors, remaining steadfast and requiring no additional conditions to be met.	In the domain of obligations and contracts, having a clear awareness of the distinction between pure and conditional obligations is paramount. A pure obligation imposes no additional requirements and stands alone in its fulfillment. On the other hand, conditional obligations hinge on specific circumstances or events that must occur for the obligation to be fulfilled. This understanding is fundamental in navigating legal contexts, ensuring clarity in contractual agreements, and acknowledging the varied	Grasping the concept of pure obligations holds pivotal significance in legal contexts, particularly in the interpretation and enforcement of contracts. This comprehension serves as a cornerstone in defining the rights and responsibilities allocated to each party involved in a contract or agreement. By recognizing and understanding the nature of pure obligations, legal practitioners and parties entering into contracts can establish a solid foundation for delineating the terms, obligations, and expectations inherent in the contractual relationship, thereby contributing to a clearer and more enforceable legal framework.
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SEMI FINALS	October 27, 2023	ASSIGNMENT-1	EXTINGUISHMENT OF OBLIGATION / GENERAL PROVISION	Exploring the intricacies of settling debts has provided valuable insights. The process extends beyond straightforward direct payment and encompasses diverse scenarios. For instance, when the owed item is accidentally destroyed, leading to a loss (loss of the thing due), or when a creditor forgives the debt (condonation), and even when roles merge with the other party, resulting in confusion or merger of rights. This understanding underscores that settling debts is not always confined to direct repayment; rather, it involves a range of circumstances and legal concepts that contribute to the resolution of financial obligations.	I've come to understand that the resolution of debts can take diverse forms in different scenarios. For instance, if what I owe is unintentionally destroyed or if the creditor forgives the debt based on my circumstances, the obligation may be considered fulfilled. Additionally, if our roles merge with the other party, it may obviate the need for direct payment to settle the debt. This realization highlights the flexibility and nuanced nature of debt resolution, where various circumstances can influence the fulfillment of financial obligations beyond straightforward repayment.	The concept of novation has provided valuable insights into the flexibility inherent in contracts. It's akin to remodeling an existing commitment, enabling parties to alter terms or introduce new parties through mutual agreement. This highlights the dynamic nature of contracts, showcasing their capacity to evolve and adapt to meet changing needs and circumstances. Novation serves as a powerful tool that allows parties to modify their contractual arrangements in a manner that aligns with their current requirements, fostering adaptability and responsiveness within legal agreements.
SEMI FINALS	October 27 27, 2023	GROUP- PRESENTATION -1	EXTINGUISHMENT OF OBLIGATION - CONDONATION OR REMISSION OF DEBT	Understanding the legal implications of debt forgiveness has revealed the variability based on jurisdiction. It is crucial to comprehend the legal regulations surrounding debt forgiveness, especially considering its potential impact on taxes and credit scores. Proper documentation is essential to formalize the forgiveness officially, ensuring that all parties involved are aware of and acknowledge the debt's release. This awareness of the legal nuances is crucial for navigating the complexities associated with debt forgiveness, safeguarding both the creditor and debtor's interests while adhering to applicable laws and regulations.	Forgiving a debt involves more than just a compassionate gesture; it also has accounting implications for the lender. From an accounting perspective, when a lender forgives a debt, it is treated as a loss. This means the lender acknowledges and accounts for the forgiven amount as a financial loss. The decision to forgive a debt often involves a consideration of both financial and compassionate aspects, reflecting an understanding of the debtor's situation along with the	Forgiving a debt transcends mere financial transactions; it holds profound implications for relationships. The act involves elements of trust, empathy, and a profound understanding between the parties involved. Skillful handling of debt forgiveness has the potential to strengthen relationships, fostering trust and goodwill. On the contrary, if not managed properly, it could strain relationships due to misunderstandings or unmet expectations. This realization underscores the significance of approaching debt forgiveness with sensitivity and clear communication to preserve and enhance the interpersonal dynamics between creditors and debtors.

					acknowledgment of the financial impact on the lender. This dual perspective underscores the complexity and multifaceted nature of debt forgiveness, encompassing both financial and empathetic considerations.	
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FINALS	November 17, 2023	ASSIGNMENT-1	CONTRACTS	<p>Contracts indeed consist of essential components that form the foundational structure of any legally binding agreement. These key elements include:</p> <p>Consent: The agreement between the parties must be voluntary and free from coercion. Consent implies that all parties involved have willingly and knowingly agreed to the terms of the contract.</p> <p>Subject or Object: This refers to the specific goods, services, or actions that are the subject of the contract. The subject or object defines what the contract is about.</p> <p>Purpose or Cause: Also known as consideration, this involves what each party gives or does in exchange for what they receive. It is the legal value that supports the contract.</p> <p>Additional Natural Elements: These are elements that are inherent in the type of contract being formed. For example, in a sales contract, the price would</p>	<p>consent is a cornerstone in contract law, and understanding the potential defects in consent is crucial. Various issues can compromise the validity of consent in a contract, including:</p> <p>Errors: Mistakes in understanding the terms of the contract can lead to defective consent.</p> <p>Violence: Any form of physical force or threat can coerce a party into an agreement, undermining the voluntariness of consent.</p> <p>Intimidation: The use of fear or intimidation tactics can also lead to involuntary consent.</p> <p>Undue Influence: When one party has significant power or authority over the other, it may lead to undue influence, making the consent questionable.</p> <p>Fraud: Deliberate deception or misrepresentation of facts can invalidate consent if the deceived party wouldn't have agreed otherwise.</p>	<p>Contracts come in various types, each with its own legal characteristics and consequences. Here's a brief overview of these categories:</p> <p>Void Contracts: These are agreements that are essentially non-existent from the start. They lack legal effect, and neither party is bound by the terms. Examples include contracts with illegal purposes or those involving parties lacking legal capacity.</p> <p>Voidable Contracts: While initially valid, these contracts give one party the option to void the agreement due to a defect such as fraud, duress, or undue influence. The contract is binding unless the affected party chooses to void it.</p> <p>Valid Contracts: These are legally sound agreements where all essential elements are present, and they meet all legal requirements. Valid contracts are enforceable in a court of law.</p> <p>Illegal Contracts: Contracts that involve illegal activities or purposes are considered illegal and are unenforceable. Courts will not uphold contracts that involve breaking the</p>
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FINALS	November 17, 2023	ACTIVITY-1	VICES OF CONSENT	<p>Mutual Mistake: If both parties make the same mistake, it may provide grounds for canceling the contract. The shared misunderstanding about a fundamental aspect of the contract undermines the meeting of the minds.</p> <p>Unilateral Mistake: If only one party makes a mistake, and the other party is aware of it, the contract may still be valid. However, if the mistake is substantial and the other party takes advantage of it, the affected party may have grounds to argue that the contract is void.</p> <p>The significance of the mistake and its impact on the parties' decision to enter the contract play a crucial role in determining whether the contract is voidable or potentially void. Recognizing these principles is essential for assessing the legal implications of errors or mistakes in contractual agreements.</p>	<p>If someone uses intense force, threats, or intimidation to compel you to agree to a contract, that agreement can be declared null and unenforceable. The law recognizes the importance of ensuring that contracts are entered into voluntarily, and any element of force or intimidation undermines the essential element of free consent.</p> <p>This principle is crucial for safeguarding the integrity of contractual agreements and ensuring that they are based on the genuine and voluntary agreement of the parties involved. If consent is obtained through undue influence or coercion, it provides grounds for voiding the contract.</p>	<p>The emphasis on understanding and willingness to participate is crucial in determining one's capacity to enter into a contract. This recognition allows for a more nuanced and individualized assessment of consent, ensuring that legal agreements are entered into with a genuine understanding and agreement by all parties involved. It's indeed important for individuals to be aware of their own capacity and for legal systems to consider the specifics of each situation when evaluating the validity of consent in contractual agreements.</p>

FINALS	November 24, 2023	GROUP- PRESENTATION -1	CONTRACTS – VOID CONTRACT	<p>Examples of situations leading to void contracts include selling stolen goods, engaging in illegal activities, or offering to sell property that the seller doesn't actually own. In these cases, the contracts are deemed invalid because they go against legal principles and public policy.</p> <p>Understanding and avoiding illegal deals is crucial for maintaining the integrity of contractual agreements and ensuring that they adhere to legal standards. It's a fundamental aspect of contract law that underscores the importance of legality and ethical conduct in forming and enforcing agreements.</p>	<p>This emphasis on clarity ensures that all parties involved have a precise understanding of the terms and intentions of the contract. It also helps prevent misunderstandings, disputes, and potential legal issues down the line. Clear and unambiguous language in contracts is a cornerstone for creating legally enforceable agreements and promoting fair and transparent dealings between parties.</p>	<p>For a contract to be valid, there must be a clear understanding and agreement among the parties regarding the main subject of the contract. If there is confusion or disagreement about the property, services, or other elements being exchanged, it can lead to a lack of ascertainable intent.</p> <p>When the intent of the parties is not clear or cannot be determined, it creates uncertainty about the terms of the contract. In such cases, the contract may be considered void due to the inability to establish a mutual understanding, which is essential for the enforceability of the agreement.</p> <p>This underscores the importance of clear communication and explicit terms in contracts to avoid ambiguity and ensure that the parties' intentions are readily discernible. It's a foundational principle for creating contracts that are legally sound and can be effectively enforced.</p>
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