

## Consignation and the Previous Notice

Antonio F. Navarrete

5 ATENEO L.J. 56 (1955)

*KEYWORD(S): CONSIGNATION, PREVIOUS NOTICE*

*SUBJECT(S): CONSIGNATION*

In this Note, the Author points out that, under the Civil Code provisions regarding consignation, the manner in which previous consignation should be made is not specified. Such lack of authority regarding the manner in which previous notice must be made has resulted in confusion with regard to the nature and purpose of such act (i.e., that a simple notice of its consignment is sufficient).

In attempting to clarify such misconception, previous announcement is distinguished from the act of tender of payment. Also, the requisites of a valid consignation are enumerated and discussed. The Author notes that the purpose of a previous announcement to the persons interested in the performance of the obligation is for the protection of the interests of the creditors. Thus, examples provided for by jurisprudence are laid down with regard to the form and contents of the announcement. The Author concludes that for a valid consignation to be made, a mere oral notice is not enough. A written previous announcement is recommended and such should contain information with enough particularity so as to afford the creditors protection with regard to their interests.