

The Law on Contratos and Iluminados

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42 *ATENEO L.J.* 242 (1998)

SUBJECT(S): PRESIDENTIAL POWER OVER LOCAL OFFICIALS

KEYWORD(S): PRESIDENTIAL POWER, LOCAL OFFICIALS, POWER TO
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This Article was originally submitted for the Justice Carmelino Alvendia Chair Award for School Year 1996-1997. It discusses the negative consequences that arise when the courts force into particular nominate contracts issues and circumstances that are borne by innominate contractual relationships. It also provides doctrinal rules that must be followed when dealing with innominate contracts, particularly *facio ut facias* scenarios (“I do that you may do”).

The Article begins by distinguishing contractual relationships from other types of agreements. It proceeds by discussing the different types of innominate contracts and focuses on the nature of *facio ut facias* as the controlling type in the Philippine legal system. It also compares and contrasts a contract to sell vis-à-vis a contract of sale. The discussion is done in light of the leading Supreme Court decisions.