

51. Paragraph 2, Article 3, P.D. 603.
52. Article 996 – "If a widow or widower and legitimate children or descendants are left, the surviving spouse has in the succession the same share as that of each of the children."
53. Paragraph 2, Article 892 Civil Code – "If there are two or more legitimate children or descendants, the surviving spouse shall be entitled to a portion equal to the legitime of each of the legitimate children or descendants."
54. See ruling in Balanay, Jr. v. Martinez.
55. G.R. No. L-57848, June 19, 1982.
56. Article 992 – "An illegitimate child has no right to inherit *ab intestato* from the legitimate children and relatives of his father or mother, nor shall such children and relatives inherit in the same manner from the illegitimate child."
57. G.R. No. 4359, September 24, 1908, 11 Phil. 332.
58. G.R. No. 45978, April 24, 1939, 67 Phil. 497.
59. G.R. No. 47799, June 13, 1941, 72 Phil. 322.
60. G.R. No. L-23445, June 23, 1966, 17 SCRA 449.

BOOK REVIEWS

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UNIFORM LAW FOR INTERNATIONAL SALES

Under the 1980 United Nations Convention

Author: John Honnold* Kluwer Law and Taxation Publishers

1982 Deventer, The Netherlands. Pp. 580 US\$70

Our sales law, for the last thirty years, has been a hodgepodge of provisions drawn from both the Spanish Civil Code and the Uniform Sales Act of the United States of America. The apparent lack of any serious effort to integrate these alien legal provisions, if that were at all possible, has necessarily given rise to irreconcilable conflicts.¹ To this day, in the area, for example, of allocation of the risk of loss during the specific period from the moment of the perfection of the contract but before delivery of the thing sold, our textbook writers differ on which provision of law to apply. One relies, as is the traditional teaching, on Article 1480 (reproduced from Article 1452 of the Spanish Civil Code) as bolstered by Article 1538, a "new" provision, immediately shifting risk of loss to the buyer.² Another points to Article 1504 (lifted from Sec. 22 of the Uniform Sales Act of the United States of America) as the applicable provision whereby risk of loss remains with the seller.³

If formulating a domestic sales law can be attended by so much difficulty and ambiguity one can only marvel at the unquestionably enormous amount of dedication, scholarship and talent which went into the drafting of this uniform law for international sales. One all the more ought to marvel at the fact that sixty-two (62) states with disparate cultures, languages and legal systems unanimously approved this convention.

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1 Ferrer, *Philippine Sales Law – A Conflicting Hodge-podge of Spanish and Anglo-American Law*, XII Ateneo L.J. 101 (1962).

2 De Leon, *Comments and Cases on Sales* (1st ed., 1978) p. 49.

3 Baviera, *Sales* (U.P. Law Center, 1981) p. 81.

But the sales convention is a *fait accompli*, already formally signed by twenty one (21) major states, and from all indications will be, before long, universally adopted and implemented.

The man who played a major role in and gave much of his professional life to the accomplishment of this monumental task, with characteristic patience and perception, has put together in a book a systematic and lucid commentary on each provision of the Sales Convention.

He divides his book into two major parts — the Overview and the Commentary. The Overview briefly introduces the Convention and describes its salient features. The Commentary covers specifically each and everyone of the one hundred and one (101) articles of the Convention. Appended to the book, among others, are the text itself of the convention, and a concordance which helps trace the development of this convention from earlier versions.

The legislative history of each provision, its domestic law origins if any, the reason or reasons for the choice of language as well as for the provision itself are painstakingly detailed. Indeed, hypothetical examples and/or international sales practices are lavishly employed or referred to, where necessary, to better illustrate the intent of the provisions of the convention. Such sparkling lucidity is of course welcome any time to oftentimes busy legal counsellors.

Domestic sales law professors have much to learn from the commentaries. In the allocation-of-risk-of-loss conflict referred to above, the author points out that “perfection”, “title-passing” or “property” concepts are ignored by the convention. Instead, risk of loss is shifted to the party “who is in the better position to care for or insure the goods.” He cites Art. 67 of the convention which specifies that risk passes when goods “are handed over to the first carrier”; where no carriage is involved, the buyer assumes the risk when he “takes over” the goods (Art. 69).

Our legislators will do well to consider seriously the author’s suggestion to look to the convention as a model for improving domestic law. The suggestion applies a *fortiori* to our rather obsolete sales law haphazardly put together with no conscious effort at correlation with indigenous sales practices.

Dr. John Honnold is eminently qualified to write this book, a truly solid and worthwhile piece of work. Apart from being a recognized authority in commercial law, he has been the guiding spirit and workhorse of various United Nations agencies and/or committees which gradually developed and finalized the 1980 sales convention.

Dr. Honnold optimistically looks forward to “a growing body of international case law and scholarly writing addressed to a common issue — the proper application of the Convention to the practices and needs of international trade.” It were as if he was saying with Cardozo that:

“... the interesting thing, after all, is not the settlement of this little controversy or that, the adoption of one rule or another in some narrow and restricted field. The interesting thing is to find that the fabric which comes off the loom of the law, like the fabric itself, is all of a single piece; that you can hardly mar or mend it at one point without marring or mending the others; and that seams and scars persist, and splendors and glories too, long after the moving shuttle has left them far behind.”⁴

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4 Address at the Third Annual Meeting, May 1, 1925, American Law Institute. Selected Writings of B.N. Cardozo, 1947, Fallon Publication, 400-401

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