**JURIDICAL ACTS**

**Definition**

A juridical act is a declaration or declarations of will by which a person declares his will to produce certain legal consequences and to which j.a. the law ascribes such consequences. J. a. are e.g. donation, sale, lease, contract of work, marriage, will

**Abstract – causal**

The common law doctrine of consideration is unknown to the Greek civil law, which does not require, unlike the French code civil, the existence of a lawful cause for all j. a. Especially for the generation of effects of promissory contracts, according to AK, consent of the parties suffices (see the roman rule “solus consensus obligat”). This does not mean that AK ignores the theory of “cause”. In special provisions AK demands the existence of a valid cause for the validity of a j. a. For example, according to article 1033 AK transfer of ownership on an immovable should be made for a just cause. Cause is the reason which justifies the undertaking of a claim or the transfer of a right from a person to another. Thus, a cause may be the acquisition by the promissory for a claim of a counter-performance (causa credendi or acquiredi) or in the case of gratuitous contracts the intention of liberality (donandi causa).

Like the German BGB, AK provides for j. a. that are detached from their underlying cause. This means that they are not affected by the invalidity or inexistence of their cause. However, if a cause is lacking or is unlawful or immoral, the recipient of the right which was transferred to him without lawful cause is bound to restitute the thing received through the remedy of unjust enrichment (AK 904 et seq.). These acts are called “abstract” or “non-causal”. Examples of abstract j. a. are the transfer of movables (AK 1036), the assignment of claims (AK 455) e.t.c.

**Formal – informal**

Greek civil code establishes the principal of informality of juridical acts (AK 158 “Compliance with form for a juridical act is required only when the law so provides”.). A form is either provided by law or may be stipulated by the parties. In both cases if the form is not observed by the parties, j. a. is invalid, which means that it is regarded as not having occurred (AK 180). Law provides a form only for special j. a. For example donation must be vested the form of a notarial deed, even if the object of the donation is a movable (AK 498 §1). Reason for the requirement of a form for a donation is the need of caution on the part of the donor and deterrence from hasty decisions. In the case however of a donation of a movable, if the donor has fulfilled his informal, thus void, promise, i.e. he has physically delivered the gift to the donee, donation becomes valid (AK 498 §2). Sale and transfer of ownership on an immovable must be also concluded in the presence of a notary (AK 369, 1033 AK). A power of attorney for a formal juridical act is subject to the form of this j. a. (AK 217 §2). According to art. 849 AK a guarantee shall be null and void, if it has not been declared in writing, i.e. a private document suffices.

**Defects of consent and nullities**

A basic distinction of AK as to the consequences of the infringement of a rule of law regulating j. a. is between nullity and voidability of the j. a. A null and void j. a. produces no legal effects and needs not be judicially declared null (Art. 180 AK “A j. act which is null, is deemed not to have taken place.”). Null acts are divided into absolutely and relatively null depending on which party has the right to invoke nullity. In the case of absolute nullity anyone having legal interest may invoke nullity and the court takes it under consideration on its own motion. The category of relatively null j. a. encompasses acts that violate rules intended for the protection of a private interest. A relative nullity may be invoked only by the parties for whom protection the violated rule was intended or by their heirs.

Instances of nullity are: Infringement of a prohibitory provision of law, immorality of the content of the j. a., simulation of the j. a. etc

According to AK a j. act is voidable (not void) in three instances, error, fraud and threat. AK distinguishes between **error** as to the declaration (AK 140, 141) and error as to the will (AK 143). It also makes provision for error as to the qualities of a person or of a thing (AK 142). Error as to the declaration exists when there is an involuntary discrepancy between the declaration and the declaration. (If the discrepancy is deliberate, we speak of **simulation**). An error is substantial, i.e. it vitiates consent, when it affects a point of such importance that the declarant would not have attempted it had he known of the true state of affairs. Aside of marriage (where only an error as to the identity of one spouse may be substantial) an error as to the qualities is deemed substantial only if such qualities are so important to the j. a. that the declarant would not have attempted the act had he known of the true state of affairs.An error pertaining exclusively to the motives of the declarant is not substantial (AK 143) e.g. I buy an immovable property, because I wrongly believe that somewhere near an underground station is to be built. I am not entitled to rescind the contract on the grounds of error. The party who obtains annulment on grounds of his own error is liable for the loss sustained by the other party (AK 145).

**Fraud** is the creation or reinforcement of an erroneous impression either by representation of falsehoods as true facts or by the concealment of true facts as to which there exists an obligation of communication. Any fraud gives grounds for the annulment of a j. a. by the victim of the fraud.

**Duress (threat)** is the last defect of will which gives grounds to annulment of a j. a. Duress exists, when the declarant is forced by psychological violence to enter into a j. a. The threat, under which the person was forced to the declaration of will, must have been made unlawfully or contrary to morality. For example if I threaten someone that I will sue him to court for embezzlement if he does not lease his house to me, the lease is voidable.

Annulment may be sought from the court by the person in error, defrauded or threatened and their heirs within two years from the point when the state of error, fraud or threat ceased and at all events within twenty years. By judicial annulment the j. a. is reversed retroactively and with effects in rem. Provision is made however for the protection of a third party in good faith who may have acquired ownership in the meanwhile.

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