

BOOK REVIEW

ANG KODIGO SIBIL NG PILIPINAS, by Cesar C. Peralejo, Mars Publishing House, vol. 1, 256 pages, 1964.

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If the current trend in the thinking of our intelligentsia is towards the nationalization of our attitudes and our arts, *Ang Kodigo Sibil Ng Pilipinas*, by Cesar C. Peralejo, is one bold, if belated, stride in that direction. The volume is a translation in Pilipino of Articles 1 to 711 of the New Civil Code of the Philippines; unlike many attempts at translation, however, this volume represents a happy compromise between the literal translation of the text and the dilution of the translation with some amount of literariness at the cost of the textual content.

Anyone who has plodded through the New Civil Code of the Philippines can imagine the herculean task that Mr. Paralejo had assigned himself. Our present Civil Code was prepared and written in English on the basis of the old Spanish Civil Code and some American and other foreign laws. It is rife with legal terminologies, including their varied nuances, which do not easily lend themselves susceptible of faithful translation, having as they do, their roots in alien jurisprudence. Thus, such terms and concepts as Usufruct, Servitude or Easements, Prescription, Suspensive, Resolutive and Potestative Conditions, Estoppel and a host of others do not have their accurate equivalents in Pilipino. A translator can only conjecture; he can only harness such Pilipino words as are closely suggestive of the idea and its significance. How Mr. Paralejo meets this problem reveals his resourcefulness and creative possibilities. Take for instance the term "servitude" found in our Code. This concept has its origins in the Spanish "Servidumbre" and the American "easements." Being thus, it is therefore as alien to us as our passion for Western status symbols. But foreign as the term is, it has its nearest equivalent in the tagalog word, "lingkod," meaning "service." Mr. Paralejo thus overcomes the handicap by corrupting the word "lingkod" and coming out with "panlingkuran," to mean "servitude" or "easement." Similarly, the term "Prescription" is translated as "Kalaunan," a corruption of the root word "laon" meaning the lapse of time, and the term "Third Person" as "Taong Pangatlo," meaning just that, a third person who may be directly or indirectly involved in, say, a contract or transaction between two other persons.

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On the whole, the translation is of varied lucidity, depending on the simplicity of the provisions translated. Thus, Article 20 which provides:

"Every person who, contrary to law, wilfully or negligently causes damage to another, shall indemnify the latter for the same."

is translated so clearly as follows:

"Ang sinumang tao, sa paraang labag sa batas, na manadya o mag-pabayang makapinsala sa iba, ay magbabayad sa napinsala."

And Article 624 which provides:

"The existence of an apparent sign of easement between two estates, established or maintained by the owner of both, shall be considered, should either of them be alienated, as a title in order that the easement may continue actively and passively, unless, at the time the ownership of the two estates is divided, the contrary should be provided in the title of conveyance of either of them, or the sign aforesaid should be removed before the execution of the deed. This provision shall also apply in case of the division of a thing owned in common by two or more persons."

is translated thus:

"Ang pag-iral ng isang nakikitang tanda ng panlingkuran sa pagitan ng dalawang estado, na itinatag o pinangalagaan ng may-ari ng kapwa ari-arian, ay ipalalagay na isang titulo upang ang panlingkuran ay tuku-yan at balintiyak na maipagpatuloy kung sakali't alinman sa pagmamay-ari sa dalawang estado ang nasasalungat ay itinadhana sa titulo ng pagsasalin ng alinman sa mga ito, o ang tandang nabanggit ay naialis bago maganap ang pagsasalin. Ang tadhana ng ito ay magagamit din sa paghahati ng isang bagay na ari ng samahan ng dalawa o higit pang mga tao."

From this provision and the many others that are equally beguiling, it is evident that Mr. Peralejo had designed his work to cater to only a few: those to whom the Pilipino language is indigenous and therefore comprehensible. The Pilipino version of the Civil Code cannot certainly be fathomed by the poor denizens of the North and the South whose knowledge of Pilipino is just enough to save them from being hoodwinked at the Central Market or the Carriedo. A Visayan or an Ilokano, for instance, will not easily comprehend Mr. Peralejo's technique of contracting and compounding tagalog terms to purvey the content and import of the law. Without trying, a non-tagalog reader of Mr. Peralejo's translation will inevitably wind up with a twisted tongue and a none-the-wiser mind.

But this, certainly, is no fault of Mr. Peralejo's. It is just the Filipino's misfortune that his dialects are as myriad as his islands and his capacity to understand them as limited as the MRR facilities.

The inability of today's Filipinos to appreciate the refinements of the Pilipino language, which, from all indications, will someday be his national medium of communication, should not serve to minimize the significance of Mr. Peralejo's work. To be sure, the translation will not serve this generation, except a few tagalog-speaking Filipinos; but its national import and utility will be appreciated in the near future when the Filipino shall have finally realized his need for one national language. Then, the Pilipino language shall traverse even the distance of our islands and Mr. Peralejo shall find his just and fitting reward. One can only hope, of course, that by then the New Civil Code has not yet been revised.