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DIVISION 3. OBLIGATIONS [1427 - 3273.69] (*Heading of Division 3 amended by Stats. 1988, Ch. 160, Sec. 14.*)

PART 1. OBLIGATIONS IN GENERAL [1427 - 1543] (*Part 1 enacted 1872.*)

TITLE 2. INTERPRETATION OF OBLIGATIONS [1429 - 1451] (*Title 2 enacted 1872.*)

CHAPTER 3. Conditional Obligations [1434 - 1442] (*Chapter 3 enacted 1872.*)

[1434.](#) An obligation is conditional, when the rights or duties of any party thereto depend upon the occurrence of an uncertain event.
(Enacted 1872.)

[1435.](#) Conditions may be precedent, concurrent, or subsequent.
(Enacted 1872.)

[1436.](#) A condition precedent is one which is to be performed before some right dependent thereon accrues, or some act dependent thereon is performed.
(Enacted 1872.)

[1437.](#) Conditions concurrent are those which are mutually dependent, and are to be performed at the same time.
(Enacted 1872.)

[1438.](#) A condition subsequent is one referring to a future event, upon the happening of which the obligation becomes no longer binding upon the other party, if he chooses to avail himself of the condition.
(Enacted 1872.)

[1439.](#) Before any party to an obligation can require another party to perform any act under it, he must fulfill all conditions precedent thereto imposed upon himself; and must be able and offer to fulfill all conditions concurrent so imposed upon him on the like fulfillment by the other party, except as provided by the next section.
(Enacted 1872.)

[1440.](#) If a party to an obligation gives notice to another, before the latter is in default, that he will not perform the same upon his part, and does not retract such notice before the time at which performance upon his part is due, such other party is entitled to enforce the obligation without previously performing or offering to perform any conditions upon his part in favor of the former party.
(Enacted 1872.)

[1441.](#) A condition in a contract, the fulfillment of which is impossible or unlawful, within the meaning of the Article on the Object of Contracts, or which is repugnant to the nature of the interest created by the contract, is void.
(Enacted 1872.)

[1442.](#) A condition involving a forfeiture must be strictly interpreted against the party for whose benefit it is created.
(Enacted 1872.)