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CIVIL CODE - CIV

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

PART 2. CONTRACTS [1549 - 1701] (*Part 2 enacted 1872.*)

TITLE 1. NATURE OF A CONTRACT [1549 - 1615] (*Title 1 enacted 1872.*)

CHAPTER 5. Consideration [1605 - 1615] (*Chapter 5 enacted 1872.*)

1605. Any benefit conferred, or agreed to be conferred, upon the promisor, by any other person, to which the promisor is not lawfully entitled, or any prejudice suffered, or agreed to be suffered, by such person, other than such as he is at the time of consent lawfully bound to suffer, as an inducement to the promisor, is a good consideration for a promise.

(Enacted 1872.)

1606. An existing legal obligation resting upon the promisor, or a moral obligation originating in some benefit conferred upon the promisor, or prejudice suffered by the promisee, is also a good consideration for a promise, to an extent corresponding with the extent of the obligation, but no further or otherwise.

(Enacted 1872.)

1607. The consideration of a contract must be lawful within the meaning of Section 1667.

(Enacted 1872.)

1608. If any part of a single consideration for one or more objects, or of several considerations for a single object, is unlawful, the entire contract is void.

(Enacted 1872.)

1609. A consideration may be executed or executory, in whole or in part. In so far as it is executory it is subject to the provisions of Chapter IV of this Title.

(Enacted 1872.)

1610. When a consideration is executory, it is not indispensable that the contract should specify its amount or the means of ascertaining it. It may be left to the decision of a third person, or regulated by any specified standard.

(Enacted 1872.)

1611. When a contract does not determine the amount of the consideration, nor the method by which it is to be ascertained, or when it leaves the amount thereof to the discretion of an interested party, the consideration must be so much money as the object of the contract is reasonably worth.

(Enacted 1872.)

1612. Where a contract provides an exclusive method by which its consideration is to be ascertained, which method is on its face impossible of execution, the entire contract is void; but this section shall not apply to the cases provided for in sections 1729 and 1730 of this code.

(Amended by Stats. 1931, Ch. 1070.)

1613. Where a contract provides an exclusive method by which its consideration is to be ascertained, which method appears possible on its face, but in fact is, or becomes, impossible of execution, such provision only is void; but this section shall not apply to

the cases provided for in sections 1729 and 1730 of this code.

(Amended by Stats. 1931, Ch. 1070.)

1614. A written instrument is presumptive evidence of a consideration.

(Enacted 1872.)

1615. The burden of showing a want of consideration sufficient to support an instrument lies with the party seeking to invalidate or avoid it.

(Enacted 1872.)