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THE IMPORTANCE OF EVENTS AS LEGAL FACTS

1. Classification of Legal Facts

In civil law there are vast number of legal fact[1] that individually or as a group of facts have an effect on civil law relations, those legal facts lead to creation, change or dissolution of civil law relations. The civil doctrine categorizes facts in two main groups: events and actions. The distinction is made on the bases weather the legal fact results from the will of the subject or in spite of it. Actions as legal facts are result of the will of the subject unlike events that as facts occur naturally without willful provocation[2].

There are scholars that note two distinct classification of legal fact. The first classification is based on the way that legal facts occur. According to the first classification legal fact may be considered as events or actions. The second classification is based on the function that legal facts have in civil law relations. According to the second classification legal fact are divided in four groups: suppositions, legal bases, presumptions and fictions. Suppositions are legal facts that need to be present so that they have some effect on civil law relations[3]. Legal bases are legal facts that supplement other legal fact necessary for creation, changes of dissolution of civil law relations. Presumptions are legal fact that are considered to be true until proven otherwise, and fictions are legal presumptions that considered as true although in reality they are not.

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[1] Legal facts in civil doctrine are defined as objective circumstances that lead to creation, change or dissolution of civil law relations. See: Д. Попов, *Грађанско право (општи део)*, *Петто, измењено и допуњено издање*, Нови Сад, 2007, p. 177. Р. Ковачевић Куштримовић, *Грађанско право (ошти део)*, *Друго иземњено и допуњено издање*, Ниш, 1995, p. 139.

[2] Д. Попов, (2007) p. 177-179. Р. Ковачевић Куштримовић (1995), p. 140-141.

[3] It should be considered that the word "*supposition*" in legal terminology has a different meaning that in everyday language. In the legal terminology the word "*supposition*" refers to a legal fact that must be proven, but in everyday language supposition means fact or circumstance that is not proven to be true, or it is not certain to be true.

2. Events as legal facts

Events are legal facts that occur in spite of the will of the subject. The most relevant events that effect civil law relations are considered to be: birth, age, terms, disease, intellectual disability, death, force majeure or vis major (floods, fires, earthquakes etc.).

Birth is a relevant legal fact because it leads to acquisition of passive legal capacity, by birth a new subject is introduced in front of the law. As it is stated in the Law of Obligations "*Natural persons acquired passive legal capacity in the moment of their birth, and juridical persons in the moment of their constitution, which is regulated by law*" [4]. In civil law relations one of the conditions for acquiring of rights and duties is the existence of legal personhood (capacities and attributes). Considering the fact that natural persons have legal capacity from the moment of their birth, it is an event that indirectly effects the civil law relations since a subject in such relations may only be a natural person that is alive. Birth as legal fact is a condition for passive legal capacity even in case of the fiction of nasciturus[5], but even then the child may receive the inheritance if born alive. This conclusion may be derived from the provisions of paragraph 2 of article 122 of the Law of Inheritance[6] where it is clearly stated that "*The child conceived in the moment of opening of the inheritance (succession) may inherit if it is born alive".* If there is no live birth the inheritance is passed on to the rest of the living heirs according to the Macedonian Inheritance Law[7].

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[4]. Art. 45-a, Law of Obligations (Official Gazette of Republic of Macedonia, Number 18/01).

[5] The "*fiction of the nasciturus*" is a legal fiction that in case of death of the father, the child may be heir before birth, but only if the child is born alive.

[6] Official Gazette of Republic of Macedonia, number 47/96.

[7]. The principle according to which only a child born alive may have personhood is generally accepted principle in all legislations in the world. However in contemporary legal thought there are opinions that the progress of technology in medicine allows for revision of the set principle. The authors that express such opinions point out that in contemporary medicine there are ways to determine the capacity for life of the unborn child (the fetus). Thus the necessity for redefining of what is human being should not be limited only to persons who are born. However these authors admit that in medicine there are difference of opinions regarding the period of gestation of the fetus that allows for the capacity for life to be determined, and that is essential in determining personhood and passive legal capacity. Recognizing personhood before birth, according to these authors should not result in acquisition of complete passive legal capacity, but instead should be limited to recognizing certain right of the fetus in the area of criminal law, and also the right to demand damages for infringement of personal rights in civil law. Under the influence of legal practice in counties with Common Law legal systems the possibility for recognizing rights of the

Age as legal fact from the group of events also has great importance in civil law relations. In Macedonian Law the completion of certain age as legal fact enables a person to enter in civil law relations and to undertake certain legal actions. According to paragraph 3 of article 5 of the Law of Personal Name[8] "*If a change in name is requested for a child over the age of 10, his/her consent in needed*". By completion of 14 years of age persons acquire delictual capacity[9] and partial active legal capacity[10]. Persons with partial active legal capacity are permitted to enter in civil law relations in cases determined by law. In all other cases the legal actions are valid if there is consent of their legal representative (guardian). The delictual capacity means that the minor at the age of 14 may be considered liable for damages according to the Law of Obligations. Person may write a will at the age of 15 if he or she is physically and mentally healthy[11]. According to Family Law[12] a person at the age of 16 may petition the courts for marriage license[13]. In court proceedings for issuing a marriage license the petition must be filed by the minor, which means that in such proceedings the minor has also the capacity to act (to undertake legal action before the court at the age of 16)[14]. By completion of 18 years of age a person acquires full active legal capacity. The acquisition of full active legal capacity enables the person to enter in to civil law relations and to undertake legally binding actions (to acquire rights and duties under law).

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unborn child is being considered in the area of criminal law, but in these cases the judges face the dilemma weather the rights should be recognized under the condition that the child is born alive, and then passes away as the result of the premature birth of if such rights should be recognized if the child isn't born alive as the result of the injury inflicted on the mother of that child. In the European Union the European Court of Human Rights considered cases regarding the protection of the rights of the unborn child under article 2 of the Convention (Convention for the Protection of Human Rights and Fundamental Freedoms, 1950, UNTS, vol. 213, 221, http://conventions.coe.int/Treaty/en/Treaties/Html/005.htm.). The legal practice of the European Court shows that there is no single opinion on the matter, however the opinion that prevails is that the provisions of article 2 of the Convention are not applicable to unborn children. Kristin Savell, *Is the 'Born Alive' Rule Outdated and Indefensible?*, SYDNEY LAW REVIEW, VOL 28, 2006. Jakob Pichon, *Does the Unborn Child Have a Right to Life?The Insufficient Answer of the European Court of Human Rights in the Judgment Vo v. France*, German Law Journal, Vol. 07 No. 04, 2006. From standpoint of legal fact the acceptance of this opinion (even in restricted sense) would mean that new legal fact is introduced regarding civil law relations, and that is conception, or period of gestation as relevant fact for determination of personhood.

[8] Official Gazette of Republic of Macedonia, number 8/95.

[9] Art. 147, par. 3, Law of Obligations.

[10] Art. 45-b, par. 4, Law of Obligations.

[11] "*A will may be written by a person of sound mind at the age of 15*.
The will is null and void if in the time that is written the person was under the age of 15 or not of sound mind. The loss of sanity that will occur after the will has been written doesn't affect its validity", art. 62, Inheritance Law.

[12] Official Gazette of Republic of Macedonia 80/92.

[13] Art 16, par. 2, Family Law.

[14] Art. 95, Law of Extrajudicial Proceedings, Official Gazette of Republic of Macedonia number 9/08.

Terms are time limits determined by law that affect the conclusion, change or dissolution of civil law relations. According to the provisions of the Law of Ownership and Other Real Rights[15] the right of ownership may be acquired originally in time limit determined by law (3, 10, 20 years)[16], in case of embedding or deposition of land particles to land parcels, they become ownership of the owner of the land parcel. The Law of Ownership and Other Real Rights also determines time limits for exercising certain rights (the 30 days time limit upon receiving notification for pre-emption[17], the time limit of 3 years when the owner of a piece of land where a building was erected without his or her permission may exercise right of choice[18]). The statutes of limitation in the Law of Obligations also effect civil law relations because they lead to loss of legal protection of rights transforming those rights into natural obligations[19].

Disease is legal fact that may have an effect regarding the acquisition of rights and the exercise of such rights. In obligations disease may lead to un-ability to perform the obligations, particularly those that may only be performed by the debtor. The un-ability to perform the obligations as a result of a disease depends on the type of the disease and its progression, more precisely its effect on the physiological and psychological welfare of a person. Disease as legal fact may influence obligations that involve insurance agreements. In such cases the disease as legal fact leads to payment of the insurance policy. In certain cases disease may lead to full of partial los of active legal capacity. According to the provisions of paragraph 1 of article 34 of the Law of Extrajudicial Proceedings "*In the proceedings for deprivation of active legal capacity the court decides for full or partial loss of active legal capacity of a person who do to mental health, intellectual disabilities, use of alcohol and other substances, drugs or other psychotropic substances is not in capacity to take care of himself/herself and to protect personal interests*". The cited article shows that "*mental disease*" may be the cause for loss of active legal capacity partially or in full. So this means that in the legal system of the Republic of Macedonia persons

[15] Official Gazette of Republic of Macedonia, number 18/01.
[16] Art. 124, par. 2, Law of Ownership and Other Real Rights.
[17] "*If co-owners who are offered to buy out a ideal share of the object do not accept the offer in 30 day of the notification for sale from paragraph 1 of this article, the co-owners is allowed to sale the share to another person*" art. 33, par. 2, Law of Ownership and Other Real Rights.
[18] "*If the investor, in spite of having a building permit, has known, or it was possible to have known that the issued permit was un-reliable, and used that building permit to erect a building on land owned by other person, and the owner has demanded for construction to be stopped immediately, the owner of the land may demand ownership of the building or the investor to tear down the building and to reinstate the land to its previous condition or the investor to pay out the market value of the land*…", art. 118, par. 5, Law of Ownership and Other Real Rights.
[19] See: art. 349-382, Law of Obligations.

who suffer from some type of *"mental disease*" or they are considered as persons with intellectual disabilities according to the Law of Extrajudicial Proceedings, they may partially or completely lose their active legal capacity. Such persons may perform their rights and duties in civil law relations only via their legal representatives (by exception, persons with partial legal capacity may exercise rights afforded by law) [20]. According to the provisions of the Law of Obligations, the person that suffers "*mental disease*" has no delictual capacity, and it can't be considered liable for damages caused to third parties[21]. The liability for Damages caused by persons with mental disease falls on the subject in charged for supervision of such persons[22]. It is evident that certain types of disease (as legal facts) may have crucial influence in personhood of natural persons, and also in their capacity to perform their rights and duties. In Macedonian law the mental disease and the intellectual disability are considered as legal fact that primarily effect active legal capacity and delictual capacity of natural persons. However in the legal system of the Republic of Macedonia there isn't any unified terminology regarding such diseases. In the Law of Extrajudicial Proceedings and in the Law of Obligations such diseases fall under "*mental disease*" or "*spiritual disease*", the Law of Mental Health on the other hand uses the terminology such as "*mental disease".*

Intellectual disability as legal fact effects the personhood of natural persons. According to paragraph 1 of article 34 of the Law of Extrajudicial Proceedings intellectual disability is one of the reasons for loss of active legal capacity, partially of in full. The Law of Obligations in

[20] With respect to person suffering mental disease or intellectual disabilities, we may conclude that Republic of Macedonia accepts the concept for performance of rights and duties via legal representative (concept present in many European countries). However, the Convection of the Rights of Persons with Disabilities in 2006 brings new concept in the European Union regarding the enjoyment of rights by persons with disabilities and also effects the manner in which article 12 of the Convention should be interpreted. In a study published by the Council of Europe (Who gets to decide? Right to legal capacity for persons with intellectual and psychosocial disabilities, April 2012), and also a written paper (Legal capacity of persons with intellectual disabilities and persons with mental health problems, Publications Office of the European Union, 2013) published by the European Union Agency for Fundamental Rights it is stated that the term "*disability*" used in the provisions of the Convention should refer to persons with physical as well as intellectual disabilities or mental disease. With respect of the interpretation of the provisions of article 12 of the Convention it is considered that member states should embrace new approach regarding the active legal capacity of such persons, so instead of the present concept for enjoyment of rights via legal representative (*Substituted decision-making)* where the will of the person if fully substituted by the will of the legal representative these persons should be afforded the opportunity to have the so called "*supported decision-making*" where the will of these persons won't be fully substituted by the will of the legal representative.

[21] "*Person who due to mental disease of intellectual disability or other reasons is not capable of sound judgment isn't considered liable for damages caused to third parties",* art. 146, Law of Obligations.

[22] "*The liability for damages caused by a person who due to mental disease of intellectual disability or due to other reasons is not capable for reasonable judgment falls on the subject who by law or by court decision is authorized to perform supervision of such a person",* art. 151, Law of Obligations.

paragraph 1 of article 146 states that "*Person who due to mental disease or intellectual disability or any other reason is not capable of sound judgment, is not liable for damages caused to third parties"*. This means that persons with intellectual disability, as well as persons with mental disease have no delictual capacity. Although the Law of Extrajudicial Proceedings deems intellectual disability as a reason for full or partial loss of active legal capacity, and the Law of Obligations states that persons with intellectual disabilities have no delictual capacity, neither law determines what falls under the term "*intellectual disability*". The Family Law uses the term "*impaired mental and psychological development*". According to the provisions of article 18 of the Family Law these are persons with minor impediments in psychological development and persons with severe impediments in mental development (IQ under 36º).

Although, defining the term "*intellectual disability*" has proven to be difficult due to differences of opinion on what can be considered as intellectual disability that is affecting the person capacity to act, some organizations as The World Health Organization and The American Association of Intellectual and Developmental Disabilities have given certain definition on what is considered to be intellectual disability. The World Health Organization defines intellectual disability as "*Significantly reduced ability to understand new or complex information and to learn and apply new skills (impaired intelligence). This results in a reduced ability to cope independently (impaired social functioning), and begins before adulthood, with a lasting effect on development. Disability depends not only on a child's health conditions or impairments but also and crucially on the extent to which environmental factors support the child's full participation and inclusion in society. The use of the term intellectual disability in the context of the WHO initiative "Better health, better lives" includes children with autism who have intellectual impairments. It also encompasses children who have been placed in institutions because of perceived disabilities or family rejection and who consequently acquire developmental delays and psychological problems*" [23]. According to The American Association of Intellectual and Developmental Disabilities "*Intellectual disability is a disability characterized by significant limitations in both intellectual functioning and in adaptive behavior,*

[23] See: http://www.euro.who.int/en/health-topics/noncommunicable-diseases/mental-health/news/news/2010/15/childrens-right-to-family-life/definition-intellectual-disability.

which covers many everyday social and practical skills. This disability originates before the age of 18"[24].

Death is a relevant legal fact that influences significantly civil law relations[25]. Personhood of natural persons is lost in the moment of their death. In property law death is legal fact that leads to the acquisition of joint ownership of the heirs over the estate of the deceased[26]. In obligations death leads to extinction of personal obligations such as the right to demand damages for personal injuries (with the exception of the situation when the amount of the compensation is determined by court decision that has become final), obligations that only the debtor may perform (personal obligations) and etc. Also, in obligations death is considered as legal fact relevant in insurance agreements. So in case of life insurance death leads to payment of the insurance policy to the beneficiary[27]. In Inheritance Law the moment of death is the moment when heirs gain their inheritance rights. The inheritance rights in the civil doctrine are defined as right granted to the heirs that enables them to demand part of the estate of the deceased[28]. According to paragraph 1 of article 120 of the Law of Inheritance "*The death of a person leads to opening of his or her estate for heritage".* The cited article shows that death is one of the basic legal facts concerning the exercise of inheritance rights of the heirs. Death as a legal fact is precondition for succession regarding the estate of the deceased.

Force majeure or "*vis major*" is also one of the relevant legal facts that are considered as an event not governed by the human will. According to legal scholars, the idea for exclusion of responsibility for fulfillment of contract obligations when it has become impossible as a result of natural forces or other unpredictable events appears for the first time in Roman law[29]. The

[24] See: http://aaidd.org/intellectual-disability/definition#.Uuz_G_ldXVQ.
[25] Civil doctrine makes distinction between several types of physical death (coma, cerebral death, clinical death and biological). These types of death have different influence on civil law relations. Regarding civil law most relevant is the biological death that involves loss of function of cells and organs in the human body. The same consequences emerge from the so called "*death in absentia*". See: Р. Живковска, Општ дел на граѓанското право, Европа 92, Скопје, 2011, p. 58-61.
[26] "*The heirs who have not waived inheritance before the decision for succession becomes final are considered to be joint owners of the estate",* art. 82, Law of Ownership and Other Real Rights.
[27] "*When the conditions of the insurance policy are fulfilled, the insurance company is obligated to perform payment of the insurance policy in term not longer than 14 days upon the moment when the insurance company was informed that conditions have been fulfilled*", art. 975, par. 1, Law of Obligations.
[28] See: Р. Живковска (2011), p. 7.
[29] It is pointed out that the term "vis major" was used for the first time by Servius Sulpicius (roman lawyer) who explained the term as an event like storm, fire, piracy and etc. See: Norman Doukoff*, The Interpretation of "Vis Major" in Motor Vehicle Accidents*, 2013, http://www.ejtn.eu/PageFiles/6333/Doukoff_Vis_major.pdf. Other

research of legal scholars shows that the term "*force majeure*" or "*vis major*" was incorporated in the text of the French Civil Code, more precisely in article 1148 where it is stated that "*there are no bases for compensation of damages when the debtor was obligated to do something but he was prevented from doing so by force majeure or other accidental event"*[30]. The term "*force majeure*" in the strict sense of the word is defined as future unpredictable natural event (act of god). This kind of definition of force majeure should include events that occur without human intervention, that humans are not able to predict, control or avoid (floods, earthquakes and other natural disasters).In the broader sense of the word the term "*force majeure"* includes events that are to some extent influenced by the human will (war, terrorist attacks, riots, strikes and etc.), but these events are also out of the control of the person that is obligated to perform the obligation.

The determination of force majeure as legal fact, according to legal theory, is done on the bases of three criteria: the event must be a result of outside influences, it must be unpredictable and it must be out of control of the person exercising his/her rights and duties. According to the first criteria the event must be a result of outside forces that can't be controlled by the interested party. This means that the person who is in obligation or has duties that he or she must perform is not capable to influence in any manner the event determined as force majeure. According to the second criteria the event must be unpredictable. This means that the interested party should not be able to predict the coming of the event in the moment when entering in some type of contractual relations. The third criteria demands that the event be out of the control of the interested party. The event is uncontrollable when the interested parties have no way to avoid the consequences arising from the event, nor they could influence in some manner in preventing or reducing the consequences of the event that resulted from force majeure. In regard of avoiding or reducing the consequences of the force majeure as event relevant in law, it is pointed out that the person obligated to certain performances may not be released from liability for damages if to some extent was able to prevent or mitigate the consequences from the event[31].

According to some legal scholars the force majeure is a legally relevant fact and it may be a reason for the debtor to be freed of his or her obligations, but in order for that to happen it should be regulated by law or by contract. This opinion is dominant in countries with Common

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authors point out that provisions relating to "vis major" or force majeure may be found in the Code of Hammurabi .See: Ingeborg Schwenzer, *Force Majeure and Hardship in International Sales Contracts,* 39 Vuwlr, 2008, p. 5.

[30] See: Ingeborg Schwenzer (2008), p. 39. Исто и: Norman Doukoff, *(2013)*. Peter J. Mazzacano, *Force Majeure, Impossibility, Frustration & the Like: Excuses for Non-Performance*; *the Historical Origins and Development of an Autonomous Commercial Norm in the CISG,* Nordic Journal of Commercial Law, 2011#2, p. 4

[31] See: Ibid.

Law legal system where this type of event is not regulated by law. In the Common Law legal system legislation recognize the institute "*frustration*" that enables for the debtor to be released from his or her obligation from the contract if the circumstances have changed to the extent that it is no longer possible for the contract parties to accomplish the purpose of the set contract[32]. Although the Common Law legal systems do not regulate force majeure as a legal fact, there are precedents were courts have recognized force majeure as a reason for dissolution of contract obligations. The reason for this type of liberal approach regarding force majeure as legal fact, according to the legal theory is due to the difficulties that the contract parties face in regard of proving that the conditions for frustration have been met[33]. In such cases force majeure is recognized by the courts, but only if it was determined by contract. Legal scholars point out that there are two ways that force majeure may be introduced in the contract, as a contract clause. The traditional way is for the contract parties to include a force majeure as a clause by listing the events that may be considered as force majeure in the particular contract (earthquake, fire, war, riots etc.) followed by the general clause "*and other events*". The contemporary approach is for the force majeure clause to be introduced in the contract as general clause without any detailed explanation regarding what may be considered as force majeure. This contemporary approach means that in any particular case it would be up to the courts to determine if the event falls under force majeure or not[34]. Having in mind that there is a possibility for force majeure to be determined as a contract clause, some authors conclude that in legal theory there should not be any attempts for defining the force majeure (in strict or broad sense of the word) but to be defined as an event that contract parties have deemed to be force majeure in their contract[35].

In some counties with continental legal system, Germany for example, the force majeure is a legal fact determined by law. The German Civil Code (BGB) recognizes the institute "*change of circumstances*". According to the regulations "*if circumstances in which the contract was concluded have changed considerable after the conclusion of the contract, and under such circumstances the contract parties would have never accepted to enter into contract, or they would have entered into a different contract having in mind these circumstances, amendments of the contract may be demanded with consideration of the changes in circumstances, and the*

[32] See: Ingeborg Schwenzer*, Force Majeure and Hardship in International Sales Contracts*, 39 Vuwlr, 2008, p. 711. Denise Nestel, *Force Majeure Clauses: The Basic,* Construction Executive, February 2006, p. 42.
[33] Mcnair, *Force Majeure Clauses*, Dla Piper, 1110410943 Dla198 0611, 2011, p. 1.
[34] See: Babatunde Osadare, *Force Majeure and the Performance Excuse: A Review of the English Doctrine of Frustration and Article 2-615 of the Uniform Commercial Code*, p. 6, 7,8.
[35] Denise Nestel, *Force Majeure Clauses: The Basic,* Construction Executive, February 2006, p. 42.

regulated distribution of the risk, to the extent that there is no reasonable expectation that the other contract party would be able to fulfill the contract without the requested amendments"[36].

In the legal system of Republic of Macedonia the force majeure as legal fact is regulated in various provisions of the Law of Obligations. According to paragraph 1 of article 126 of the Law of Obligations states that "*When the fulfillment of the contract by one of the parties has become impossible do to an event that occurred after the contract was concluded, and before the discharging of the obligation, that could not be predicted by the contract parties, or to be prevented, avoided or removed, then there is no liability on part of the other contract party (vis major), the obligation of the other party is extinguished, and if one of the parties have fulfilled their obligation, that party may demand restitution under the rules for acquisition without bases".* According to the cited article force majeure as legal fact may lead to impossibility for discharging the obligation where there is no liability for any of the contract parties. The force majeure also liberates from responsibility for damages caused by a dangerous object or dangerous activity. In this regard article 159 of the Law of Obligations states that *"damages caused by object, movable or immovable, whose position, use or characteristic or its mere existence represents increased danger for damages to the environment (dangerous object) or activity whose performance represents increased danger for causing of damages to the environment (dangerous activity) it is presumed that where caused by that object or by that activity, unless it is proven that the cause for the damages is provoked by the other party of by a third person, or it was caused by force majeure*". There are also provisions in the Law of Obligations that exclude liability for damages resulted from force majeure in construction[37] and also liability for late payment or discharging of obligations[38]. Force majeure is a cause for dissolution of the contract for lease if the object of lease was destroyed as a result of an event

[36] Art. 313, BGB.

[37] "*The owner of the building or other object is liable for damages caused by demolition or fall of the building or a part of the building, or in any other way.*
The owner may free himself or herself from responsibility if he or she proves that the damages were caused by force majeure or by other party…", art. 156-j, Law of Obligations.

[38] "*The debtor is released from liability for damages if he or she proves that the he or she wasn't able to fulfill the obligation, or is late in fulfillment of the obligation as a result of an event that occurred after the conclusion of the contract, and it could not be prevented, avoided or removed (force majeure)",* art. 252, Law of Obligations.

that falls under force majeure[39], regarding the contract for transport the transporter may not demand compensation if the shipment was destroyed as a result of force majeure[40].

The events, as it was shown in the text, are legal facts that occur in spite of the will of the subject. These types of events are usually spontaneous, unpredictable and the subjects are not able to control or avoid such events. These events are considered as legally relevant facts that effect the civil law relation. The effect may be in creating, changing of dissolution of the civil law relations. However the civil doctrine underlines that events have secondary effect on civil law relations with respect of human activities, because the larger number of civil law relations are result of human activities, or expression of will on part of the subjects.

Summary

[39] "*The lease ends if the leased object is destroyed by un event considered as force majeure"*, art. 601, par. 1, Law of Obligations.

[40] "*The transporter has no right to demand compensation if in the course of the transport the shipment is destroyed as a result of force majeure*", art. 719, Law of Obligations.

The article shows that in civil law there is vast number of legal facts that individually or as a group of facts have an effect on civil law relations. They lead to creation, change or dissolution of civil law relations.

As it is stated in the text the civil doctrine categorizes facts in two main groups: events and actions. The distinction is made on the bases weather the legal fact results from the will of the subject or in spite of it. Actions as legal facts are result of the will of the subject unlike events that as facts occur naturally without willful provocation.

The most relevant events that effect civil law relations are considered to be: birth, age, terms, disease, intellectual disability, death, force majeure or vis major (floods, fires, earthquakes etc.).

The article shows that birth is a relevant legal fact because it leads to acquisition of passive legal capacity, and it is an event that indirectly effects the civil law relations since a subject in such relations may only be a natural person that is alive.

Age as legal fact from the group of events also has great importance in civil law relations. The article shows that in Macedonian Law the completion of certain age as legal fact enables a person to enter in civil law relations and to undertake certain legal actions. By completion of 14 years of age persons acquire delictual capacity, and partial active legal capacity, at the age of 15 person may write a will, if he or she is physically and mentally healthy, at the age of 16 person may petition the courts for marriage license and by completion of 18 years of age a person acquires full active legal capacity.

Terms are time limits determined by law that affect the conclusion, change or dissolution of civil law relations. The article shows that the right of ownership may be acquired originally in time limit determined the Law of Ownership and Other Real Rights, the statutes of limitation in the Law of Obligations also effect civil law relations because they lead to loss of legal protection of rights transforming those rights into natural obligations etc.

Disease is legal fact that may have an effect regarding the acquisition of rights and the exercise of such rights. The article shows that in obligations disease may lead to un-ability to perform the obligations, particularly those that may only be performed by the debtor, depending on the type of the disease and its progression, more precisely its effect on the physiological and psychological welfare of a person.

Intellectual disability as legal fact effects the personhood of natural persons. As it is shown in this article, persons with intellectual disability, as well as persons with mental disease have no delictual capacity.

Death is a relevant legal fact that influences significantly civil law relations. The article shows that personhood of natural persons is lost in the moment of their death, in property law death as legal fact leads to the acquisition of joint ownership of the heirs on the estate of the deceased, in obligations death leads to extinction of personal obligations, also, in obligations death is considered as legal fact relevant in insurance agreements and in Inheritance Law the moment of death is the moment when heirs gain their inheritance rights.

Force majeure or "*vis major*" is also one of the relevant legal facts that are considered as an event not governed by the human will. The article points out that the determination of force majeure as legal fact is done on the bases of three criteria: the event must be a result of outside influences that can't be controlled by the interested party, it must be unpredictable so that the interested party is not able to predict it and it must be out of control of the person exercising its rights and duties. According to some legal scholars, as it is shown in the article, the force majeure is a legally relevant fact and it may be a reason for the debtor to be freed of his or her obligations, but in order for that to happen it should be regulated by law or by contract.

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