

A Study on the Compensation for Mental Damage in the Breach of Personhood Property Contracts

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Abstract

The personhood property are not only the carriers of personality interests, but also an important manifestation of personality interests. The protection of personhood property is a key issue that the law needs to pay attention to. In recent years, contracts with personal property as the subject matter of contracts have become increasingly common, and the resulting breach of contract requires legal regulation. Article 996 of the Civil Code confirms China's compensation system for breach of contract mental damages, but stipulates that the damage to personality rights is a prerequisite for compensation for breach of contract mental damages. There is no provision for compensation for breach of contract mental damages in personal property contracts, resulting in different judicial standards for compensation for breach of contract mental damages in judicial practice, and the phenomenon of different judgments in the same case is common. The non-breaching party in a personal property contract is unable to receive timely and effective judicial remedies, which is not conducive to the protection of the personal interests of the rights holders in reality. Based on this, this article takes the breach of personal property contracts as the starting point, combined with specific cases in judicial practice, to conduct in-depth analysis and propose improvement suggestions for the current problems of unclear standards for identifying personal property, lack of legal provisions for compensation for mental damages caused by breach of personal property contracts, and unclear reference standards for compensation for mental damages caused by breach of contract. The aim is to enable the parties who suffer losses in personal property contracts to receive corresponding compensation for mental damages, Strengthen the protection of personal property rights and the interests of everyone.

Keywords

Personhood Property; Breach of Contract; Moral Damages.

1. The Definition and Characteristics of Personhood Property and Personality Contract

1.1. Definition of Personhood Property

Personality is a relatively special type of thing that not only has property value but also has certain personal interests. Compared with other objects, The personhood property has a significant degree of specificity and unique value connotations for specific individuals, namely personality interests. If personhood property is damaged, it will not only cause property damage to the rights holder, but more seriously, it will bring irreparable psychological trauma to the rights holder. The concept of persona originated from the relevant discourse of American scholar Radan in his paper "Property Rights and Personality". Some scholars in our country have also conducted certain research on personhood property and related issues, and have considered the definition of the concept of personhood property. Professor Leng Chuanli

believes that "things with personal interests" refer to human beings, and the personality rights and property rights on personality things are closely related and cannot be separated. However, compared to other ordinary things, personality things emphasize the "personal interests" they contain. The value of personality benefits inherent in personhood property is often greater than the property value of the object itself for the rights holder. The personality benefits contained in personhood property are an emotion or spiritual sustenance bestowed upon the object by humans, which is the spiritual interest, ethical significance, and emotional value of the object to humans, consistent with general personality rights.

1.2. Characteristics of Personhood Property

1.2.1. Personhood Property Have Personal Interests

The fundamental difference between personhood property and ordinary objects is that personhood property has "personal interests". The reason why a specific object can be classified as a human entity is because it encompasses extremely strong personal interests. If it is separated from personal interests, then the specific object is no different from ordinary objects. Therefore, personal interests have become the fundamental criterion for distinguishing between personal objects and ordinary objects. The personality interests in personhood property are based on the ethical values and spiritual needs of specific individuals. personhood property appears irreplaceable and unique because they have personality interests. Therefore, the protection of personhood property is mainly to protect their personal interests, rather than to protect the economic interests of the objects themselves. Perhaps in reality, the economic value of some personal items themselves is low, such as a family photo taken during marriage, an irreplaceable honor certificate, etc. The economic value of the items themselves is negligible, but due to the strong emotions people give them, they become irreplaceable and specific items with commemorative significance, which has important spiritual significance for the rights holders. When a person or object is damaged, it will cause serious mental damage to the right holder. Therefore, when compensating for a person or object, full consideration should be given to the spiritual interests contained in the person or object and the mental trauma caused by the destruction of the person or object, rather than being limited by its own economic value.

1.2.2. Personality Has Uniqueness and Irreplaceability

The reason why damage to personal property can cause significant harm to rights holders is because of its irreplaceability and uniqueness. When damage to personal property occurs, it cannot be compensated through economic means. The strong emotions of the rights holder are infused into the personhood property, and due to the differences of different rights subjects, the emotional interests contained in the personhood property have personal specificity, making it unique and irreplaceable. Even in today's technologically advanced world, it is possible to restore damaged individuals and objects, but the emotional interests entrusted to them by the rights holder cannot be restored. Therefore, the destruction of personal objects will bring a heavy blow to the rights holder's spirit, which cannot be compensated for through other objects. Therefore, the personhood property is unique and irreplaceable.

1.2.3. The Value of Personhood Property Has Emphasis

The personhood property possesses both personal interests and property value, but their status differs to a certain extent. Personality interests occupy a dominant position in personhood property and should be given priority protection. When people and objects are damaged, the mental trauma suffered by the rights holder is largely not due to the loss of property value on the personality and objects, but because the emotional benefits poured into them by the rights holder are lost. The emotional benefits on personal property cannot be measured by money, so prioritizing the protection of personal interests on personal property can better provide spiritual comfort to rights holders.

1.3. Definition of Personal Property Contract

Personal property contract refers to a contract in which personal property is the main subject matter, and in the contract, personal property is an important part of the contract. With the development of the times, the damage to personal and property rights is no longer limited to infringement, and there are also many cases where breach of contract leads to damage to personal and property rights. The most common types of personal property contracts in which one party's breach of contract leads to the destruction or loss of personal property and causes serious mental damage to the rights holder include custody contracts, processing contracts, service contracts, and lease contracts. Among them, the service contract is the one that applies the most compensation for mental damage caused by breach of personal property.

2. Case Analysis of Compensation for Mental Damages Caused by Breach of Personal Property Contract

In order to analyze the judicial practice cases of compensation for mental damages caused by breach of personal property contracts after the implementation of the Civil Code, the author searched for a total of 409 judicial documents on the Chinese Judgments Network using the keyword "996 articles"; A total of 80 judicial documents were searched using the keyword "personhood property"; A total of 61 judgment documents were searched using the keyword "compensation for breach of contract mental damages"; A total of 12 judgment documents were searched using the keywords "personal property" and "compensation for breach of contract mental damages"; Among them, disputes over transportation contracts and custody contracts are the most common. The author found that although the provisions of Article 996 of the Civil Code have supported numerous claims for compensation for mental damages in contract lawsuits, the application of this provision still has ambiguity. In addition, the judicial determination of personal property is not clear, and there are many inconsistencies in the judicial judgment in practice, which need to be further clarified and clarified. The author has organized relevant cases and selected two judicial documents for case analysis.

2.1. Dispute over Service Contract between He Zhouyi, Chen Limen, and the Fashion Wedding Photography Department in Langzhong City

On June 27, 2019, plaintiffs He Zhouyi and Chen Limen, as Party B, signed a Wedding Service Contract with the defendant's Fashion Wedding Photography Department as Party A, and made agreements on the service content, contract amount, payment method, and rights and responsibilities of both parties. Afterwards, although the defendant went to the wedding site as scheduled to provide camera services for the plaintiff, they did not deliver the camera materials to the plaintiff. The plaintiff repeatedly urged the defendant, and the defendant promised to search. Later, they replied that they had mailed the wedding camera materials to the plaintiff but did not provide a tracking number, resulting in the plaintiff not receiving the wedding camera materials to this day. The plaintiff claims that the wedding photos and video materials are specific personal items of the plaintiff's beautiful wedding memories. The defendant's actions prevent the plaintiff from obtaining a visual representation of the wedding scene, causing mental trauma to the plaintiff. The defendant should compensate the plaintiff for the mental damage. In this case, the court held that the wedding video materials belonged to a specific commemorative item for the plaintiff couple and had a symbolic meaning of personality. The damage or loss of the video materials to a certain extent infringed on the plaintiff couple's specific commemorative right to enjoy beautiful memories of the wedding ceremony. According to Article 996 of the Civil Code, the plaintiff's claim for compensation for breach of contract mental damages was supported.

2.2. Case of Transportation Contract Dispute between Mao Yunjie and Zhang Weiwei

The plaintiff Mao Yunjie and the defendant Zhang Weiwei entered into a transportation contract, in which the defendant transported the plaintiff's pet dog, Xiao Bai, to Kunming, Yunnan. Both parties agreed to use air transportation, but the defendant later violated the contract by transporting the pet dog by bus, placing it in the luggage compartment of the bus with a temperature exceeding 60 degrees Celsius, causing the pet dog, Xiao Bai, to die due to dehydration and organ damage caused by high temperature. The plaintiff believes that the pet dog Xiaobai is a specific object with personal significance to the plaintiff, and its death has caused serious mental damage to the plaintiff. The plaintiff demands that the defendant bear compensation for mental damage. The court believes that the evidence provided by the plaintiff is sufficient to prove that the meaning of the pet dog to the plaintiff far exceeds that of general items, and can be compared to specific items with personal significance. The death of the pet dog has caused certain mental harm to the plaintiff. Therefore, according to the provisions of Article 996 and Article 1183 (2) of the Civil Code, the court supports the plaintiff's claim for breach of contract mental damage compensation.

2.3. The Judicial Application Dilemma of Compensation for Mental Damages Caused by Breach of Personal Property Contract

Article 996 of the Civil Code stipulates the system of compensation for breach of contract for mental damages, which has been promulgated and implemented. As one of the many types of contracts, personal property contracts can also be subject to the system of compensation for breach of contract for mental damages. However, when applying this clause, the court still has many unclear situations in many aspects, and there are also many inconsistencies in judicial opinions. Through the two cases summarized above, it can be found that there are problems in the judicial application of compensation for mental damages caused by breach of personal property contracts. For example, the criteria for identifying human and physical objects are not clear. In two cases, the court considered wedding image materials to be specific objects with personal significance, but did not recognize pet dogs as specific objects with personal significance. In practice, the judicial standards for identifying human and physical objects are not clear. In addition, in practice, most courts have not elaborated too much on the nature of compensation for breach of contract mental damages when applying Article 996 of the Civil Code. The nature of compensation is tort liability or breach of contract liability, and the views of various courts have diverged. In Case 2, the plaintiff filed a lawsuit claiming compensation for breach of contract for mental damages on the grounds of a transportation contract dispute. The court not only applied Article 996 but also the provisions of the Tort Liability Code when applying the law, without elaborating on the nature of the right to claim compensation for breach of contract for mental damages. However, different types of responsibilities have different applicable standards and conditions, and it is necessary to further explain and clarify their nature.

3. The Practical Problems of Compensation for Mental Damages Caused by Breach of Personal Property Contract

3.1. The Criteria for Identifying Personality Traits are Unclear

There are relatively few provisions in the current laws of our country that involve personal and material rights, and the standards for identifying personal and material rights are not clear. After the entry into force of the Civil Code, the protection of persons and objects mainly applies to Article 1183 (2), which states that if a "specific object with personal significance" is damaged, the right holder can claim compensation for mental damages. However, whether it is a "specific

commemorative object with personal symbolic significance" or a "specific object with personal significance", the law does not provide a clear concept. If there is a deviation in the understanding of the concept of personal property by judges in judicial practice, the scope of personal property may be inexplicably expanded or reduced, resulting in the inability to remedy the personal interests of the rights holder. In current judicial practice, only items such as wedding rings, wedding videos, and photos with personal significance can be classified as personal objects. However, the types of personhood property are not fixed and unchanging. With the development of the times, the types of personhood property have become increasingly diverse, no longer limited to traditional forms such as photos, wedding rings, and wedding videos. Specific objects with personal interests such as frozen embryos, bodies, and pets have gradually attracted high attention from people. These specific objects often involve public order and good customs, and their property value can be ignored, the emotional and spiritual interests it embodies are in a dominant position, and there is no dispute in theory that it should be included in the scope of human beings and objects.

In judicial practice, due to the lack of legal provisions, the criteria for identifying personal property are unclear, judges have different judgment standards, and there are significant differences in judicial judgments. As a result, in judicial practice, after personal property is infringed upon, some parties in certain cases still do not support their claims for compensation for mental damages. If the breach of the pet custody contract results in the injury or death of the pet, it is difficult for the rights holder to obtain relief in terms of compensation for mental damages. In the case of the custody contract dispute between Du Hongfei and Haixing Pet Beauty Service Department in Chengxiang Town, Taicang City, the court rejected the plaintiff's request for compensation for mental damages on the grounds that the pet dog does not belong to the subject matter with personal interests. But the author believes that with the development of the times, pets have an irreplaceable position in modern families, and pets are of great importance in the hearts of owners. If a breach of contract causes injury or even death to pets, the mental damage to pet owners is undoubtedly enormous, and pet owners should receive compensation for mental damage. Therefore, in order to better protect the personal interests of rights holders and achieve fairness and justice in the judiciary, it is necessary to further clarify the standards for identifying personal and material rights, expand the scope of personal and material rights, and include specific items with personal significance such as pets in the category of personal and material rights, so as to better meet the needs of modern judicial practice.

3.2. Lack of Legal Provisions on Compensation for Personal, Material, and Spiritual Damages Caused by Breach of Contract

Article 996 of the Civil Code stipulates that "if one party's breach of contract damages the personality rights of the other party and causes serious mental damage, and the injured party chooses to request them to bear the breach of contract liability, it does not affect the injured party's request for compensation for mental damage". This is the first time in China's civil legislation that the breach of contract liability can include compensation for mental damage. The conclusion of the debate on whether breach of contract liability can include compensation for mental damages at the empirical legal level is a significant progress in protecting personal interests in the field of breach of contract. However, the provisions of Article 996 are not perfect, and there are various difficulties in their application in judicial practice. Especially regarding the compensation for breach of contract mental damages in personal property contracts, Article 996 of the Civil Code stipulates that only when personal rights are infringed upon, the compensation for breach of contract mental damages will not be affected. However, in judicial practice, the law has not provided a more detailed explanation for the breach of contract in personal property contracts, resulting in the inability of non breaching parties to seek

reasonable remedies for seeking compensation for breach of contract mental damages in judicial practice, there are deficiencies in the protection of their personal interests.

The personhood property not only contain property value but also attach certain personal interests. The destruction or loss of personhood property can also bring indelible spiritual pain to the rights holders. Although personality interests in personhood property and those in ordinary personality rights need to be judged by judges in judicial practice, the protection of personhood property should not be excluded from the protection of personality rights. Professor Yang Lixin proposed that although personal items themselves do not have spiritual interests, if the personal emotions of the rights holder are embodied on the items, which have special and important spiritual significance to the parties involved, then the items have the factor of personal interests. If they are damaged or lost, they will infringe on the spiritual interests of the rights holder and should receive corresponding relief. In judicial practice, there have also been many cases of personal property breach leading to compensation for mental damages. Including contracts with personal property as the subject matter in the protection scope of compensation for mental damages for breach of contract has judicial practical value, which can better solve judicial disputes and protect the personal interests of individuals with personal property rights. Therefore, it is necessary to expand the interpretation of Article 996 of the Civil Code, including the application scope of compensation for mental damages caused by breach of contract, and improve the legal provisions for compensation for mental damages caused by breach of contract.

3.3. The Reference Standard for Compensation for Mental Damages Caused by Breach of Personal Property Contract is Unclear

Different from general objects, after the loss of personal property, the right holder pays more attention to the mental pain caused by the reduction of personal interests. After the loss of personal property, the right holder hopes that the mental interests can be compensated. Therefore, it is particularly important to reasonably evaluate the degree of mental damage suffered by the right holder. However, there is currently no exact reference condition for this in China. The current laws and regulations on compensation for mental damages caused by personal belongings have a strong generalization, which leads to judges having a very broad discretion in handling personal belongings cases. As a result, the amount of court rulings varies, and even there are significant differences. The phenomenon of different rulings in the same case is common, and both the plaintiff and defendant are dissatisfied. It can be seen that relying solely on the discretionary power of judges to determine the amount of compensation for mental damages, without a systematic and reliable objective standard for the amount of compensation for mental damages, has become the crux affecting the relief of compensation for mental damages caused by breach of contract in China. It is necessary to clarify and unify the reference standards for compensation for mental damages caused by breach of contract in person and property nationwide as soon as possible, and solve the difficulties in China's judicial practice.

4. Suggestions for Improving Compensation for Mental Damages Caused by Breach of Personal Property Contracts

4.1. Refine the Criteria for Identifying Human and Physical Characteristics

With the development of the times, there are numerous types of individuals and objects with personal interests, and a large number of cases involving the destruction and loss of specific objects with personal significance have also emerged in judicial practice. At present, specific commemorative items with personality symbolic significance can no longer summarize all personality meaningful objects. The current legal provisions cannot meet the needs of judicial

practice in China, and many specific items with personality significance need to be protected in judicial practice. A series of items with personality significance, such as homes, ancestral halls, ashes, pets, frozen embryos, etc., all embody the spiritual emotions of the rights holders and need to be protected. However, China's legislation does not have clear standards for identifying individuals and objects. In judicial practice, there are still certain differences regarding whether pets, houses, frozen embryos, etc. can become specific items with personality significance, and further clarification is needed through judicial interpretation. Therefore, China should clarify the concept and scope of human and material elements, and refine the standards for identifying human and material elements.

In the author's opinion, the criteria for identifying individuals and objects should not rigidly define which categories of objects can be called specific objects with personality significance. A dynamic development perspective should be adopted. In the process of social progress and development, new objects with personality significance may appear. When these specific objects appear, they should also be added to the list of "personhood property". The criteria for identifying personal property should be continuously improved with the development of the times, in order to better safeguard the personal interests of individuals with personal property rights and adapt to the needs of judicial practice.

4.2. Improve the Legal Provisions on Compensation for Mental Damages Caused by Breach of Personal Property Contracts

The personal interests undertaken in personal objects are the spiritual interests, ethical significance, and emotional value of objects towards people, which are matched with general personality rights. When a breach of contract results in damage to personal property, the parties may also file a lawsuit for compensation for mental damages through breach of contract liability. However, currently Article 996 of the Civil Code does not provide a corresponding answer to the compensation for mental damages caused by breach of personal property contracts, and the court does not have clear and specific legal guidance when handling related cases. Therefore, the attitude towards handling this part of the case in judicial practice is still confused.

In addition, Article 996 of the Civil Code stipulates that personality rights refer to personal rights, and there is no clear provision on whether to apply this provision to specific objects with personality significance. However, the legal provisions and judicial interpretations applicable to specific objects with personality significance when they are infringed upon belong to tort liability, which leads to a certain conflict between the breach of contract liability applicable in Article 996 of the Civil Code and the judicial interpretation of compensation for personal property damage. In judicial practice, there has even been an awkward situation where courts use both Article 996 and Article 1183 of the Civil Code or the Interpretation of Mental Damage Compensation as the basis for supporting mental damage compensation in cases of breach of contract.

In summary, compensation for breach of contract mental damages is not limited to personality rights, but should also apply to individuals and objects with personality interests. In the context of the implementation of the Civil Code, the specific application requirements for compensation for breach of contract mental damages should be explained from the perspective of hermeneutics. Through the examination and summary of relevant judicial cases, the judgment rules should be further clarified, and a more comprehensive system for compensation for breach of contract mental damages should be constructed. Refine the provisions of Article 996 of the Civil Code, improve the legal provisions on compensation for mental damages caused by breach of personal property contracts, and introduce relevant judicial interpretations to better apply to the legal practice of compensation for mental damages caused by breach of personal

property contracts, solve the current judicial dilemma, and strengthen the relief and protection of personal property rights and interests.

4.3. Reference Standards for Clarifying the Amount of Compensation for Mental Damages Caused by Breach of Personal Property Contracts

There is currently a lack of legislation in China regarding the specific standards for determining the amount of compensation for mental damages caused by breach of contract. The Civil Code only stipulates that breach of contract can seek compensation for mental damages, and there is no clear standard for the amount of compensation for breach of contract mental damages. In judicial practice, there are differences in the amount of compensation for the same case, and a general reference standard for the amount of compensation for breach of contract mental damages should be established to regulate the discretion of judges and meet the needs of judicial practice.

The author believes that one of the prerequisites for requesting the breaching party to bear compensation for mental damages in a personal property contract is that the fact of mental damages must objectively and truthfully exist. If the mental damages are not objectively and truthfully present, the breaching party also does not need to bear compensation liability. Therefore, the liability for compensation for mental damages in breach of contract should be based on the direct mental damages caused, Determine the minimum amount of compensation for breach of contract mental damages based on "serious mental damages". In the compensation for mental damages caused by breach of personal property contract, according to the rule of contract predictability, the parties can foresee the consequences of the breach at the time of entering into the contract. The liability for breach of contract damages should be limited to the performance benefits and not exceed the foreseeable scope. Therefore, a reasonable maximum amount of compensation for breach of contract mental damages can be determined based on the expected benefits after contract performance. In addition, the standard for determining compensation for mental damages in breach of contract can also refer to the standard for compensation for mental damages in infringement. The provisions for compensation for infringement mental damages are more mature, and it is reasonable to refer to the applicable standards for determining the amount of compensation for breach of contract mental damages. Therefore, the reference standards for compensation for breach of contract mental damages can be formulated by referring to the rules for applying the amount of compensation for infringement mental damages, and the amount of compensation for breach of contract mental damages can be clarified.

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