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## STUDY AID – LAW ON OBLIGATIONS (Art. 1156 – Art. 1304 Civil Code)

**OBLIGATION - a juridical necessity to give, to do or not to do.**

### SOURCES:

1. **Law** (obligation ex lege)
2. **Contracts** (obligation ex contractu)
3. **Quasi-contracts** - lawful, voluntary and unilateral acts give rise to the juridical relation of quasi-contract to the end that no one shall be unjustly enriched or benefited at the expense of another.  
Common Kinds:
  - a. *Negotiorum gestio* – voluntary management of the property or affairs of another without the knowledge or consent of the latter
  - b. *Solutio indebiti* - juridical relationship which is created when something is received when there is no right to demand for it and it was delivered through **mistake**.
4. **Delicts (crimes)** -acts or omissions punishable by law
5. **Quasi-delicts/culpa aquiliana/torts** – acts or omissions causing damage or injury to another person due to the fault or negligence of another person but there is no pre-existing contract between them.

### REQUISITES of a valid obligation:

1. **Parties:** a. **Passive subject** known as the obligor or debtor  
b. **Active subject** known as the obligee or creditor
2. **Object:** The prestation, act or service constituting the **object** of the obligation (to give, to do or not to do)
3. **Juridical or legal tie/vinculum juris**

### RELATED TERMS:

1. **Specific or determinate thing** – a thing which is particularly designated or physically segregated from all of the same class.
2. **Generic or indeterminate thing** – a thing which refers only to a class or genus to which it pertains and cannot be pointed out with particularity.
3. **Accessories** - things joined to the principal thing for its Better use, Embellishment or Completion
4. **Accessions – fruits** of a thing or anything produced by it, attached or incorporated thereto as an addition or improvement.  
Kinds: Natural, Industrial and Civil

**IMPORTANT:** The creditor shall be entitled to the fruits of the thing at the time the obligation to deliver the principal thing arises.  
The creditor however, will acquire real right or ownership over the fruit only after the same has been delivered to him.

### OBLIGATIONS OF THE DEBTOR:

In obligations to give determinate things:

1. specific performance;
2. take care of the thing with the proper diligence of a good father of a family; (unless another degree of diligence will be required by law or stipulation of the parties)
3. deliver all accessions and accessories of the thing even though they may not have been mentioned;

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4. pay damages in case of breach of the obligation by reason of delay, fraud, negligence or contravention of the tenor thereof.

In generic obligations:

1. deliver the thing which is neither of superior nor inferior quality.
2. to pay damages in case of breach of the obligation by reason of delay, fraud, negligence or contravention of the tenor thereof.

### **CIRCUMSTANCES AFFECTING OBLIGATIONS:**

RULE: A person in the performance of his obligation will be liable to pay DAMAGES in case he will be guilty of: Delay, Fraud, Negligence or Contravention of the tenor of the obligation (breach of obligation)

### **Kinds of Damages: (MENTAL)**

1. **Moral** – includes physical suffering, mental anguish, fright, serious anxiety, besmirched reputation, wounded feelings, moral shock, social humiliation, and similar injury
2. **Exemplary** – corrective damages are imposed, by way of example or correction for the public good, in addition to the moral, temperate, liquidated or compensatory damages.
3. **Nominal** – adjudicated in order that a right of a person, which has been violated or invaded by another, may be vindicated or recognized
4. **Temperate** – moderate damages, which are more than nominal but less than compensatory damages, may be recovered when the court finds that some pecuniary loss has been suffered but its amount cannot, from the nature of the case, be provided with certainty
5. **Actual** – adequate compensation only for such pecuniary loss suffered by a person as duly proved
6. **Liquidated** – agreed upon by the parties to a contract, to be paid in case of breach thereof

### **DELAY (Mora)**

Kinds:

- a. Mora solvendi – delay on the part of the debtor
- b. Mora accipiendi – delay on the part of the creditor
- c. Compensatio morae – delay on the part of both parties in reciprocal obligations

**GENERAL RULE:** Demand (judicial/extra-judicial) is necessary before one incurs in delay.

### **EXCEPTIONS:**

1. the law expressly so declares;
2. the obligation itself so stipulates;
3. time is of the essence;
4. demand is useless as when obligor has rendered it beyond his power to perform;
5. when there is performance by a party in reciprocal obligations

### **FRAUD (Dolo)**

- Must be present during the performance of the obligation and not fraud at the time of the birth of the obligation.

Kinds of Dolo:

1. Dolo causante –causal fraud, vitiating consent
2. Dolo incidente – incidental fraud, giving rise to the right to demand damages

### **NEGLIGENCE (Culpa)**

- Consists in the omission of that diligence which is required by the nature of the obligation corresponding to the circumstances of the person, of the time and of the place.

**TEST:** Diligence of a good father of a family.

Kinds of Negligence:

1. *Culpa contractual*
2. *Culpa criminal*
3. *Culpa aquiliana*

<b>FRAUD</b>	<b>NEGLIGENCE</b>
1. deliberate intention to cause damage or injury	1. no such intention exists
2. waiver of the liability for future fraud – void	2. waiver of future negligence may be allowed in certain cases
3. must be clearly proven	3. can be presumed from the violation of a contractual obligation
4. liability cannot be mitigated or reduced by courts	4. liability may be reduced according to the circumstances

**BREACH OF OBLIGATIONS:**

**Kinds:**

1. Voluntary – debtor is liable for damages if in the performance of his obligation debtor is guilty of:
  - a. default (mora)
  - b. fraud (dolo)
  - c. negligence (culpa)
  - d. in any manner contravene the nature thereof

**RIGHTS OF THE CREDITOR:**

In determinate obligations:

1. ask for specific performance;
2. damages, exclusive or in addition to specific performance.

In generic obligations:

1. ask for specific performance;
2. ask that the obligation be complied with at the debtor's expense;
3. damages.

2. Involuntary – debtor is not liable for damages.

**FORTUITOUS EVENT** – events that cannot be foreseen or although foreseeable are inevitable

**Essential characteristics:**

1. cause is independent of the will of the debtor;
2. the event must be *unforeseeable* or *unavoidable*;
3. occurrence must be such as to render it impossible for the debtor to fulfill his obligation in a normal manner;
4. the debtor must be free from any participation in the aggravation of the injury resulting to the creditor.

**GENERAL RULE:** No liability in case of fortuitous event

**EXCEPTIONS:**

1. when expressly declared by stipulation
2. when the nature of the obligation requires the assumption of risk
  
3. when expressly declared by law

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Examples:

- a. when the debtor has incurred in delay or is guilty of fraud negligence or contravention of the tenor of the obligation
- b. when the debtor has promised to deliver the same thing to 2 or more different persons who do not have the same interest
- c. when the thing to be delivered is indeterminate/generic
- d. when the obligation to deliver a specific thing arises from a crime
- e. when the bailee in commodatum allowed a third person to use the thing borrowed

### **RELATED RULES:**

1. All rights acquired by virtue of an obligation are transmissible  
Exceptions:
  - a. When the law prohibits the transfer of rights
  - b. When the stipulation of the parties prohibits the transfer of rights
2. The creditor has the following remedies to satisfy his claims against his debtor:
  - a. exact fulfillment/specific performance
  - b. pursue the leviable properties of the debtor
  - c. *accion subrogatoria* – exercise all rights and actions of the debtor except those which are inherent in his person
  - d. *accion pauliana* - rescind contracts entered into by the debtor to defraud the creditor

### **PRESUMPTIONS:**

1. When the creditor received the principal amount of an obligation without reserving his right with respect to the interest, it is presumed that said interest has been paid.
2. When the creditor received a later installment of a debt without reserving his right as to the prior installments, it is presumed that such prior installments have been paid.

### **KINDS OF OBLIGATIONS**

1. unilateral and bilateral
2. real and personal(positive and negative)
3. determinate and generic
4. civil and natural
5. legal and conventional

### **PRIMARY CLASSIFICATION**

**Pure obligation** - An obligation which is not subject to any condition; no specific date is mentioned for its fulfillment; demandable at once.

**RULE:** An obligation is demandable at once –

- a. when it is pure
- b. when it is subject to a resolutive condition
- c. when it is subject to a resolutive period

### **Conditional obligation**

An obligation which is subject to the fulfillment of a condition.

### **Characteristics of a condition:**

- a. future and uncertain
- b. past but unknown
- c. must not be impossible

### **Two principal kinds of condition:**

1. *Suspensive condition* (condition precedent or condition antecedent) or one the fulfillment of which will give rise to an obligation.

2. *Resolutive condition* (condition subsequent) or one the fulfillment of which will extinguish an obligation.

<b>Suspensive Condition</b>	<b>Resolutive Condition</b>
1. if fulfilled, obligation arises or <u>becomes effective</u>	1. if fulfilled, obligation is <u>extinguished</u>
2. if NOT fulfilled, NO juridical relation is created	2. if NOT fulfilled, juridical relation is consolidated
3. rights are not yet acquired, but there is hope or expectancy that they will soon be acquired	3. rights are already acquired, but subject to the threat or danger of extinction

Other Kinds of Conditions:

- a. Possible - capable of fulfillment, legally or physically
- b. Impossible – if the condition is not capable of fulfillment, legally or physically
- c. Positive – an act is supposed to be performed
- d. Negative – an act is supposed to be omitted
- e. Potestative – the condition depends upon the will of one of the contracting parties
- f. Casual – the condition depends upon chance or upon the will of a third person
- g. Mixed – the condition depends partly upon chance and partly upon the will of a third person

### **Rules in case of imposition of impossible condition**

Suspensive positive impossible condition – shall annul the obligation

#### **Exceptions:**

- a. pre-existing obligations;
- b. if obligation is divisible;
- c. in simple and remuneratory donation;
- d. in testamentary disposition ;
- e. in case of conditions not to do an impossible thing.

### **Retroactive effect of the fulfillment of a condition:**

1. In an obligation to give: retroacts to the day of the constitution of the obligation.
2. In an obligation to do or not to do: the courts shall determine whether or not there will be a retroactive effect or when retroactivity will take effect

Rules during the pendency of the fulfillment of a suspensive condition:

#### **1. LOSS**

- a. without debtor's fault – obligation is extinguished
- b. with debtor's fault – debtor pays damages

*There is loss when the thing:*

- a. perishes;
- b. goes out of commerce;
- c. disappears in such a way that its existence is unknown or it cannot be recovered

#### **2. DETERIORATION**

- a. without debtor's fault – impairment to be borne by the creditor
- b. with debtor's fault - creditor may choose between the rescission of the obligation and its fulfillment with indemnity for damages in either case

#### **3. IMPROVEMENT**

- a. by the thing's nature or by time – improvement shall inure to the benefit of the creditor

- b. at the debtor's expense - debtor shall have no other right than that granted to a usufructuary

**Obligation with a period**

- An obligation with a period is one whose consequences are subjected in one way or another to the expiration of said period or term.
- A *period* is a future and certain event upon the arrival of which the obligation subject to it either arises or is terminated.
- In an obligation with a period, it is presumed that the period have been established for the benefit of *both* the debtor and the creditor, *unless* from the *tenor* or *other circumstances* of the obligation, it should appear that the period was established in favor of either the debtor or the creditor.

<b>PERIOD</b>	<b>CONDITION</b>
1. certain event	1. uncertain event (it may or may not happen)
2. refers to the future	2. refers to a future event and an unknown past event
3. merely fixes the time for the efficaciousness of an obligation	causes an obligation to arise or cease
4. arrival of a period does not have any retroactive effect, absent any agreement to the contrary	4. the happening of a condition has a retroactive effect
5. if the period depends upon the will of the debtor, the court will fix the duration of the obligation	5. if the fulfillment of the suspensive condition depends upon the sole will the debtor, the obligation is void

**WHEN THE DEBTOR LOSES THE RIGHT TO MAKE USE OF THE PERIOD**

1. debtor becomes **Insolvent** unless he gives a guaranty or a surety for the debt;
2. debtor fails to furnish creditor the **Guaranties** promised
3. debtor's own acts has **Impaired** said guaranties, or when through a fortuitous event they disappear, unless he immediately gives new ones equally satisfactory
4. debtor **Violates** any undertaking, in consideration of which the creditor agreed to the period
5. debtor attempts to **Abscond**

**Alternative obligation**

- An obligation where several prestations are due but the performance of one is sufficient.

**General rule:** the right to choose the prestation belongs to the debtor

**Exceptions:**

1. it may be exercised by the creditor but only when it was *expressly* granted to him;
2. by a third person when the right is given to him by common agreement of the parties.

**Limitations:**

1. *The debtor cannot choose those prestations which are:*
  - a. impossible
  - b. unlawful;
  - c. which could not have been the object of the obligation
2. The debtor has no more right to choose when, among the prestations whereby alternatively bound, only one is practicable.
3. The debtor cannot choose part of one prestation and part of another prestation.

**Facultative obligation**

- An obligation where only one prestation has been upon but the obligor may render another in substitution.

**Effect of loss in facultative obligations:**

1. *Before substitution* – if the principal thing is lost through a fortuitous event, the obligation is extinguished; otherwise, the debtor is liable for damages. The loss of the thing intended as a substitute with or without the fault of the debtor does not render him liable.
2. *After substitution* – If the principal thing is lost, the debtor is not liable whatever may be the cause of the loss, because it is no longer due. If the substitute is lost, the liability of the debtor depends upon whether or not the loss is due to his fault.

<b>Facultative Obligations</b>	<b>Alternative Obligations</b>
1. Only one object is due	1. Several objects are due
2. May be complied with by substitution of one that was due	2. May be complied with by fulfilling any of those alternately due
3. Choice pertains only to the debtor	3. Choice pertain even to the creditor or a 3 <sup>rd</sup> person
4. Fortuitous loss of prestation extinguishes the obligation	4. Fortuitous loss of all prestations will extinguish the obligation
5. After substitution, culpable loss of the original obliges the debtor to deliver substitute prestation without liability to the creditor	5. Culpable loss of any object due will give rise to liability to the creditor

**Joint obligation**

- An obligation where the whole obligation is to be paid or *fulfilled proportionately* by the different debtors and/or is to be *demanded proportionately* by the different creditors.

Words used to indicate joint liability:

*Mancomunada; mancomunadamente; pro rata; proportionately; separately; “we promise to pay”* signed by two or more persons

RULES:

1. Insolvency of one debtor does not make the others liable for his share
2. Vitiating consent on the part of one debtor does not affect consent of the others

**Solidary obligation**

- An obligation where each one of the debtors is bound to render, and/or each one of the creditors has a right to demand from any of the debtors, entire compliance with the prestation.

Words used to indicate solidary liability:

*Solidaria; in solidum; mancomunada solidaria; together and/or separately; individually and/or collectively; **jointly and severally**; “I promise to pay”* signed by two or more persons

**General rule:** Obligation is presumed to be joint if there is concurrence of two or more debtors and/or two or more creditors in the same obligation.

**Exceptions:** There is solidarity only when:

1. the **stipulation** of the parties expressly so states;
2. the **law** requires solidarity;
3. the **nature** of the obligation requires solidarity

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**Kinds of Solidarity:**

1. Active- creditors
2. Passive – debtors
3. Mixed – creditors and debtors

**RELATED RULES:**

1. The insolvency of one of the debtors will obligate the others to shoulder his share in proportion to their respective obligations
2. A solidary debtor paying the entire obligation shall be entitled to reimbursement plus interest computed as follows:
  - a. if paid at or after maturity, interest shall run from the date of payment until reimbursement is made.
  - b. if paid before maturity, interest shall run from the date of maturity until reimbursement is made
3. Remission or condonation of the share of one of the creditors will not affect his liability as a solidary debtor
4. Remission of the entire obligation in favor of one of the creditors shall NOT give rise to the right to demand reimbursement from the other debtors
5. Remission that will take place after payment was made by one of the debtors will not bar the debtor who made the payment from demanding reimbursement
6. Payment made by one of the debtors after the prescription of the obligation shall NOT give rise to the right to demand reimbursement

**Divisible obligation**

- An obligation where the object in its delivery or performance, is capable of partial fulfillment.

**Indivisible obligation**

- An obligation where the object in its delivery or performance, is not capable of partial fulfillment.

TEST: The purpose of the obligation or the intention of the parties.

Joint indivisible obligation – where the parties are merely proportionately liable but the object or subject matter thereof is not physically divisible in different parts.

<b>INDIVISIBILITY</b>	<b>SOLIDARITY</b>
1. it refers to the prestation or object of the contract	1. it refers to the vinculum or tie existing between the subjects or parties to the obligation
2. it does not require plurality of subjects or parties	2. it requires plurality of subjects or parties
3. it is converted into one of indemnity for damages. As a result, indivisibility of the obligation is terminated and so each debtor is liable only for his part of the indemnity	3. when there is breach of the obligation, the liability of the solidary debtors although converted into one of indemnity for damages shall remain solidary
4. the heirs of the debtor remain bound to perform the same prestation	4. the debt of the solidary debtor terminates the solidary tie or vinculum being intransmissible to the heirs

**Obligation with a penal clause**

- An obligation which contains an accessory undertaking to pay a previously stipulated indemnity in case of breach.

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**GENERAL RULE:** The penalty fixed by the parties is a compensation or substitute for damages in case of breach of obligation.

**EXCEPTIONS:** (obligee can recover penalty plus damages)

1. stipulation to the contrary;
2. obligor is sued for refusal to pay the agreed penalty;
3. obligor is guilty of fraud.

**When penalty may be reduced:**

- a. if the principal obligation has been partly complied with;
- b. if the principal obligation has been irregularly complied with;
- c. if the penalty is iniquitous or unconscionable even if there has been no performance.

**MODES OF EXTINGUISHING AN OBLIGATION:**

1. payment or performance;
2. loss of the thing due;
3. condonation or remission of the debt;
4. confusion or merger of rights of the debtor and the creditor;
5. compensation;
6. novation;
7. annulment;
8. rescission;
9. fulfillment of a resolutive condition;
10. prescription
11. Death – in personal obligations;
12. Mutual desistance/ withdrawal;
13. Arrival of resolutive period;
14. Compromise;
15. Impossibility of fulfillment;
16. Happening of fortuitous event

**PAYMENT OR PERFORMANCE** – the delivery of the sum or thing due or the performance of the obligation in any other manner.

**General rule:** Creditor is not bound to accept payment or performance by a third person.

**Exceptions:**

1. when made by a third person who has an interest in the fulfillment of the obligation;
2. contrary stipulation

**Rights of the third party who paid the obligation of another:**

1. payment with the knowledge and consent of the debtor-
  - a. can recover entire amount paid;
  - b. can be subrogated to all of the rights of the creditor
2. payment without the knowledge or against the will of the debtor – can recover only insofar as payment has been beneficial to the debtor.

Rules in Monetary obligations:

1. payment in cash – must be made in the currency stipulated, if not possible, then in the legal tender in the Philippines
2. payment in check or other negotiable instrument – not considered payment, they are not considered legal tender and may be refused by the creditor

Exceptions:

- a. when the document has been cashed;
- b. when it had been impaired through the fault of the creditor

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## **APPLICATION OF PAYMENT**

- Designation of the debt to which the payment must be applied when the debtor has several obligations of the same kind in favor of the same creditor.

### **Requisites:**

1. one debtor and one creditor;
2. two or more debts of the same kind;
3. all debts must be due;
4. amount paid by the debtor must not be sufficient to cover all debts.

### DATION IN PAYMENT (*dacion en pago*)

- Property alienated by the debtor to the creditor in satisfaction of the debt in money; the transmission of the ownership of a thing by the debtor to the creditor as an accepted equivalent of the performance of the obligation.

- governed by the law on Sales.

### PAYMENT BY CESSION (*cession en pago*)

- Debtor abandons all of his properties for the benefit of his creditors in order that from the proceeds thereof, the latter may obtain payment of their credits.

<b>Dation in Payment</b>	<b>Payment in Cession</b>
1. One creditor	1. Plurality of creditors
2. Not necessarily in state of financial difficulty	2. Debtor must be partially or relatively insolvent
3. Thing delivered which is considered as equivalent of performance	3. Universality of property of debtor is what is ceded
4. Payment extinguishes obligation to the extent of the value of the thing delivered as agreed upon, proved or implied from the conduct of the creditor	4. Merely releases debtor for net proceeds of things ceded or assigned, unless there is contrary intention

## **CONSIGNATION**

- Deposit of the object of the obligation in a competent court in accordance with the rules prescribed by law after refusal or inability of the creditor to accept the tender of payment.

**Rule:** Consignation shall produce effects of payment only if there is a valid tender of payment

### **Exceptions:**

1. creditor is absent or unknown, or does not appear at the place of payment;
2. creditor is incapacitated to receive payment at the time it is due;
3. when two or more persons claim the right to collect;
4. when the title of the obligation has been lost;
5. when without just cause the creditor refuses to give a receipt.

## **LOSS OF THE THING DUE**

A thing is considered loss when:

1. it perishes;
2. goes out of commerce;
3. disappears in such a way that its existence is unknown or it cannot be recovered

## **EFFECT OF LOSS**

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1. In Obligations to Give Determinate/Specific things: will extinguish the obligation if the thing is lost.  
**Except:**
    - a. when by law, obligor is liable even for fortuitous event;
    - b. when by stipulation, obligor is liable even for fortuitous event;
    - c. when the nature of the obligation requires the assumption of risk;
    - d. when the loss of the thing is due partly to the fault of the debtor;
    - e. when the loss of the thing occurs after the debtor incurred in delay;
    - f. when the debtor promised to deliver the same thing to two or more person who do not have the same interests;
    - g. when the debt of a certain and determinate thing proceeds from a criminal offense
  
  2. In Obligations to Give Generic things : obligation is not extinguished; the genus of a thing cannot perish.  
**Exception:** in case of a generic obligation whose object is a particular class or group with specific or determinate qualities (limited generic obligations)
  
  3. In Obligations to Do: obligation is extinguished when the prestation becomes legally or physically impossible

### **REMISSION OR CONDONATION**

- The gratuitous abandonment by the creditor of his right against the debtor. It is thus a form of donation.

#### **Requisites:**

1. There must be an agreement;
2. The parties must be capacitated;
3. There must be a subject matter;
4. The cause or consideration is generosity/gratuitous;
5. Obligation is demandable at the time of remission;
6. Remission must not be inofficious;
7. Must be accepted by the obligor;
8. If made expressly, it must comply with the forms of donation.

### **CONFUSION OR MERGER OF RIGHTS**

- merger of the characteristics of the creditor and the debtor in one and the same person by virtue of which the obligation is extinguished

### **COMPENSATION**

- extinguishment in the concurrent amount of the obligation of those persons who are reciprocally debtors and creditors of each other

#### **Requisites of compensation:**

1. That each one of the obligors be bound principally, and that he be at the same time a principal creditor of the other;
2. That both debts consist in a sum of money, or if the things due are consumable, they be of the same kind, and also of the same quality if the latter has been sated;
3. That the debts be due;
4. That they be liquidated and demandable;
5. That over neither of them there be any retention or controversy, commenced by third persons and communicated in due time to the debtor.

<b>Compensation</b>	<b>Payment</b>
1. Takes effect by operation of law	1. Takes effect by action of the parties
2. Capacity to give and to acquire not necessary	2. Capacity to give and to acquire essential
<b>Compensation</b>	<b>Confusion</b>
1. Two persons who are mutual creditors of each other	1. One person where qualities of debtor and creditor are merged
2. There must be at least two obligations	2. Only one obligation

**Debts Not Susceptible of Compensation:**

1. debts arising from contract of deposit;
2. debts arising from contracts of commodatum;
3. claims for support due by gratuitous title;
4. obligations arising from criminal offense;
5. certain obligations in favor of government.

**NOVATION**

- substitution or change of an obligation by another, resulting in the extinguishment or modification either by:
  - a. changing the object or principal conditions (objective)
  - b. substituting another in place of debtor (passive subjective)
  - c. by subrogating a third person in the rights of the creditor (active subjective)

**Requisites:**

1. A previous valid obligation;
2. Capacity and intention of the parties to modify or extinguish the obligation;
3. The modification or extinguishment of the obligation;
4. The creation of a new and valid obligation.

Kinds of Novation:

- a. Legal or conventional
- b. Real, personal or mixed

**Two forms of Subrogating a Third Person in the Rights of the Creditor:**

3. *Expromission* – substitution of the old debtor by a third person without the knowledge or against the will of the old debtor but the third person acts on his own initiative to assume the debtor’s obligation with the consent of the creditor. It is essential that the old debtor be released from his obligation.
4. *Delegacion* – substitution of the old debtor, when the creditor accepts a third person to take the place of the debtor at the instance of the latter. The creditor may withhold approval. All parties, the old debtor, the new debtor and the creditor must agree.

**General Rule:** Subrogation cannot be presumed

**Except:**

1. Creditor pays another creditor who is preferred, without debtor’s knowledge;
2. A third person not interested in the obligation, pays with the express or tacit approval of the debtor;
3. When even without the debtor’s knowledge, a person interested in the fulfillment of the obligation pays, without prejudice to the effects of confusion as to the latter’s share.

