
Reaction Paper for Group 2

Extinguishment of Obligations, Payment Or Performance, Loss of Thing Due, Condonation and Remission of Debt



A Reaction Paper on the presentation of Group 2 on Chapter 4, pages 188-287 of the book, The Law on Obligations and Contracts 2014 by Hector S. De Leon, Hector M. De Leon, Jr.

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Abstract — *This paper contains my personal reaction on the presentation of Group 2 about their answers to the questions. Group 2 covered Chapters 3 Section 6, Chapter 4 Sections 1-5. This paper seeks to understand the ethics involved in Chapter 4.*

outfit, who elaborated the Payment or Performance report. He was unexpectedly funny and on point on explaining his report and does an explanation of articles in Tagalog in a lively way. The reports, all in all, were understandable. I wasn't just able to justify my negation to some of the article especially with my shy attitude. And lastly, to credit the effort on wearing corporate attires to be presentable on reporting.

INTRODUCTION

The second group presented topics under the Extinguishment of Obligations, Payment or Performance, Loss of Thing Due and the Condonation or Remission of Debt and the Confusion or Merger of Rights. Chapter 3 of the Obligations book which tackles a situation where being an ECE requires a compliance with ethics and law. Chapter 4 tackles the general provisions and modes of extinguishments of obligations.

Also, my reaction is mostly to myself because I have so much to share and other answers to the question but I feel so scared being judged if I have to share everything I have in mind.

REACTION ON CASE ANALYSES

In every report, with case analysis, we are required to participate in the recitation and answer each problem with a supporting article.

REACTION ON PRESENTATION

In the reports, I had a remarkable listening experience with the reporter in all black

For the XYZ Case, though I wasn't physically present, I strongly believe about how a simple an



act can make a domino effect depending on the first act made. Everything follows.

“Engineers shall not attempt to injure, maliciously or falsely, directly or indirectly, the professional reputation, prospects, practice, or employment of other engineers. Engineers who believe others are guilty of unethical or illegal practice shall present such information to the proper authority for action” It is just a matter of choosing to lose the company with several debts of refunds or start fresh with the insurance money. It leaves us with the question would it hurt to be unethical once to save the company or be ethical and face the consequences of the company without money.

For Chapter 4 Section 1 Problem 1: D (debtor) owes C (creditor) P10,000 with G as guarantor. On the due date of the obligation, T, a third person offered to pay the obligation of D. Can C legally refuse to accept the payment? How about an offer of payment from G? All agreed that the answer is YES, C can legally refuse to accept the payment of T, because he was not part of the original contract and it is not his obligation to do so. Same goes for the offer of G. Even though he acts as the guarantor of the deal, C can either accept or refuse his payment which is dependent on C’s will alone. The answer is supported by Article 1236 *The creditor is not bound to accept payment or performance by a third person who has no interest in the fulfillment of the obligation, unless there is a stipulation to the contrary.*

For Chapter 4 Section 2 Problem 2: X obliges himself to deliver a specific thing to Y on a certain date. The thing was lost by X without his fault and before he has incurred in delay. Does it mean that X is already exempt from liability? The problem is answered by a YES, X is exempted from liability because the thing to be delivered

was lost without his fault and before he has incurred in delay. It is supported by Article 1262, *An obligation which consists in the delivery of a determinate thing shall be extinguished if it should be lost or destroyed without the fault of the debtor, and before he has incurred in delay. When by law or stipulation, the obligor is liable even for fortuitous events, the loss of the thing does not extinguish the obligation, and he shall be responsible for damages. The same rule applies when the nature of the obligation requires the assumption of risk.* (1182a)

For Chapter 4 Section 3 Problem 1: D (debtor) borrowed money from C (creditor) evidenced by a promissory note signed by D. What presumption arises if the promissory note is voluntarily given by C to D? If it is found in possession of D? When will the presumption of remission arise? The presumption is presumption of *implied remission*. Under Article 1271, *presumption of implied remission is when the debt is not yet paid, the creditor would need the document to enforce payment.* C voluntarily delivers the document to D, and the only logical inference is that he is renouncing his right and the presumption is extent of remission. Also under Article 1271, the presumption “*extent of remission*” only pertains to the share of the debtor who is in possession of the document. I can say that our answers are agreed upon.

REFERENCES

[1] H. S. De Leon and H. M. De Leon Jr., *The Law on Obligations and Contracts*, 2014 Revised ed., Manila, Philippines: RBS, 2014

