

Law on Obligations and Contracts

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4. In an obligation to give a parcel of land subject to a suspensive condition, which is entitled to the fruits that accrued during the pendency of the condition once said condition is fulfilled?

Unless there is a contrary intention by the seller to make an accounting of fruits obtained during the pendency of the condition, the seller has the right to retain all fruits and interests he might receive during the pendency of the condition.

5. State the rules in case the thing to be delivered:

a. Is lost with the debtor's fault; without his fault;

If the delivery is lost as a result of the debtor's negligence, the debtor is obligated to pay the damages sustained, as well as the cost of the lost item.

If the delivery lost without the fault of the debtor, the debtor is not responsible for any obligations or the contract is cancelled. We are not responsible for any unforeseeable events or events that are beyond our control.

b. Deteriorates with the debtor's fault; without his fault.

If it deteriorates due to the debtor's fault, the creditor has the opportunity to decide between two options as a creditor: rescission or satisfaction of the obligation, with the damages incurred in any case. As a creditor, you just have to choose one of the available remedies.

If it deteriorates without the debtor's negligence, the value of the delivered item will depreciate, and the value will be affected negatively of the item's depreciation.

III. Problems

Explain or state briefly the rule or reason for your answer.

1. D (debtor) borrowed P20,000 from C (creditor) payable on or before August 30. Before the arrival of the due date, C agreed to the promise of B to pay C if B wants. Can C insist that B pay not later than August 30?

According to Art. 1182, a conditional obligation whose fulfillment is dependent on the debtor's will and partially on the will of a third party is perfectly legitimate. The creditor requires the third person to pay him by August 30th, but they settled on the third party's obligation to pay the creditor if the third party so desires. As a result, if the due date has not yet expired, the creditor cannot make a claim on the debtor.

2. Suppose in the same problem, D obliges himself to pay C P10,000 after C has paid his obligation to T. Is the obligation valid?

According to Art. 1182, the said condition is known as a suspensive condition, meaning that the duty exists only if the condition is met. If the creditor has already compensated the third party, the debtor is obligated to pay the creditor. The creditor cannot claim immediate payment from the debtor if the creditor has not yet fulfilled his duty to the third party. As an effect, the debtor's liability is void. If the creditor has not yet been charged to the third party, the debtor is not obligated to pay the creditor.