

vent the grantor from revoking a substitution. Article **936** settles a point previously doubtful, by deciding that any active or passive debt of the institute, which, in consequence of his accepting as heir or legatee, may be extinguished by confusion, revives between the substitute and the institute, or his heirs, when the substitution opens; except as regards interest up to that time for which the confusion still holds.

In the title *Of Obligations*, article **1017** adopts the doctrine of the French Code, as more equitable than the old rule, and declares that when a person, who has received a thing which is not due to him, is in good faith, he is not obliged to restore the profits of it. Article **1064** greatly simplifies the law as regards the degree of care which, under the different classes of contracts, is to be taken of property belonging to others. It abolishes the old distinction of *culpa lata*, *culpa levis* and *culpa levissima*, and establishes the one simple rule for all cases, that the keeper of a thing is bound to bestow all the care of a prudent administrator, (*bon père de famille*). Article **1069** excepts commercial cases from the ordinary rule in matters of default, and subjects them to the more convenient rule of the English law, according to which, when the time of performance is fixed by the contract, the debtor is put in default by the mere lapse of time. Article **1101**, adopting the doctrine of the French Code, reverses the rule of the old law under which one of joint and several creditors might release the debtor from the whole of the debt. It is even more explicit than the article of the Code Napoleon, and leaves no room for the doubts of modern jurists under that code, by declaring that in the case of actual payment alone can the obligation be extinguished by one of the joint and several creditors. Commercial partnerships nevertheless remain subject to their own particular rules. Article **1123**, for greater simplicity and convenience, and with a view of avoiding unnecessary expense, repeals the old rule under which all the codebtors of a divisible obligation, which could not be performed in parts, had to be joined in the suit brought to enforce the obligation. It will now be sufficient to sue that one of the debtors upon whom the performance of the obligation depends. Saving, of course, his recourse against his codebtors. Article **1156** also simplifies the law by declaring that in all cases where subrogation may take place of right and by operation of law, no demand to that effect is necessary. The old rule required