

637. - The surety is not bound to perform the obligation before the time fixed for performance, although the debtor may have lost the benefit of the time clause, can no longer take advantage of a time of commencement or ending.

696. - The surety has no right of recourse against the debtor/1 -----

---- 1) if he does not inform the debtor that he has performed the obligation and performs the obligation without informing the debtor/ who, in ignorance of the fact, performs it/

2) if he performs it without having been asked upon while the debtor has good defenses to be pleaded/

In either such case, the surety may have only an action for undue enrichment against the creditor.

697. - If, the surety should be subrogated to the rights of the creditor/ because the latter has renounced or released the surety owing to the creditor's own acts, the surety cannot be subrogated wholly or partially into the creditor's rights, mortgages, pledges and preferential rights which have been given before or at the time of suretyship for the performance of the obligation, the surety is discharged to the extent of the injury suffered by him thereby.