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161. — If several persons are entitled to receive or bound to make performance of an obligation under one contract, they are presumed to be joint creditors or joint debtors.

*ILLUSTRATION.* — I. — *A has borrowed money from B, C and D under one contract. B, C and D are presumed to be joint creditors of A.*

*II.* — *A, B and C have borrowed money from D under one contract. A, B and C are presumed to be joint debtors of D.*

162. — The fact that an obligation is voidable as to one of the joint parties does not affect its validity as to the other parties.

*ILLUSTRATION.* — *A, B and C contract jointly to lease a house from D. B is under age and has acted beyond the scope of his capacity. If the obligation of B is cancelled A and C remain liable for the whole of the tenancy.*

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