

407. — The seller must forth with deduct from the nett proceeds of the public auction the price and accessories due to himself and deliver the surplus, if any, to the buyer.

[Part] II. — LIABILITY FOR DEFECTS.

408. — In case of defect existing in the property sold and impairing either its value or its fitness for ordinary purposes or for the purposes appearing from the contract, the buyer has the remedies described in this Code concerning non-performance.

The foregoing provision applies whether the seller knew or did not know of the existence of the defect.

409.— The seller is not liable in the following cases :

1) Whenever the buyer knew of the defect at the time of the sale, or would have known of it if he had exercised such care as may be expected from a person of ordinary prudence.

2) If the defect was apparent at the time of the delivery, and the buyer accepted the property without reservation.

3) If the property was sold by public auction

ILLUSTRATION. — I. — A is leasing a house from B and is living in it. A knows that the roof of the house is leaking, B wants to sell the house. A buys it. B is not liable for the defective condition of the roof, because A knew of the defect at the time of the sale.

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