

TITLE X. SURETYSHIP.

CHAPTER I. GENERAL PROVISIONS.

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688. — A contract of suretyship may guarantee any obligation even unconditional or future.

ILLUSTRATION. — *A sells a house to B. Under Section 412 and foll. A is liable for the consequences of an eviction suffered by B in the cases provided by law; C may agree to be a surety for the obligation of A in case of B's eviction.*

689. — A contract of suretyship is void or voidable according as to whether the obligation secured is void or voidable.

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circumstances of the case that the surety agreed to guarantee the creditor against the consequences of the want of capacity.

691. — Suretyship may be given for a limited period of time or for a series of transactions.

692. — A person can agree to be surety for another surety.

693. — The suretyship covers interest and compensation due by the debtor on account of the obligation and all charges accessory to it.

694. — The surety is liable for the costs of action to be paid by the debtor to the creditor, but he is not liable for such costs if the action was entered without first demanding performance from him.

695. — If, on enforcement of the contract of suretyship, the surety does not perform the whole of the obligation of the debtor, together with interest, compensation and accessories, the debtor remains liable to the creditor for the surplus.

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