

699. — When the debtor is summoned and the surety proves:

1). That the debtor has the means to perform the whole or part of the obligation, and

2) That enforcement against the debtor would not be difficult,

the Court may, in its discretion, order that the obligation shall be enforced first against the debtor.

700. — If the obligation is secured by a pledge or mortgage, the surety is entitled to have the obligation performed first out of the property pledged or mortgaged.

701. — If the surety has agreed to be bound jointly with the debtor, the surety becomes a joint debtor.

702. — If there are several sureties for the same obligation, they are jointly liable to the creditor within the limits specified in their respective contracts of suretyship.

As between themselves, their shares in any deficiency are in proportion to the amount for which each surety is liable.

If no amount was specified each surety shall bear an equal share in the deficiency.

703. — An interruption of prescription against the debtor is also an interruption against the surety.

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