CIVIL CODES OF LOUISIANA

Art. 3035

CC 1825, Art. 3003.

Same as above; but semicolon (;) after "it"; comma (,) after "and."

CC 1808, p. 426, Art. 41.

In case of the death of the attorney, his heir ought to inform the principal of it, and in the mean time said heir is bound to attend to said business, as circumstances may require, for the benefit of said principal.

CN 1804, Art. 2010.

In case of the death of the attorney, his heirs ought to inform the principal of it, and, in the meantime, attend to what may be requisite for the interest of the principal.

Projet du Gouvernement (1800), Book III, Title XVII, Art. 43.

Same as CC 1808, p. 426, Art. 41, above; RCC 1870 preferred.

TITLE XVI—OF SURETYSHIP

Chapter 1—Of the Nature and Extent of Suretyship

Art. 3035. Suretyship is an accessory promise by which a person binds himself for another already bound, and agrees with the creditor to satisfy the obligation, if the debtor does not.

RCC—1761, 1765, 1767, 1771, 1773, 1778, 1890, 2091, 2092, 2134, 2162, 2192, 2488, 2557, 2645, 3045, 3066, 3076, 3284, 3295 et seq., 3553. Acts 1904, No. 64, 166.

RCC 1870, Art. 3035.

Same as above.

CC 1825, Art. 3004.

(Projet, p. 353. Substitution adopted; no comment)

Le cautionnement est une promesse accessoire par laquelle une personne s'engage pour une autre qui est déjà obligée, et se soumet envers le créancier à satisfaire à cette obligation, si le débiteur n'y satisfait pas lui-même.

-p. 429, Art. 1.

Celui qui se rend caution d'une obligation, s'oblige, envers le créancier, à lui payer, au défaut du débiteur, en tout ou partie, ce que celui-ci lui doit.

CC 1808, p. 428, Art. 1.

The person who becomes surety on a debt, is bound to pay to the creditor said debt, either in whole or in part, in behalf of the debtor, if said debtor does not pay it himself.

CN 1804, Art. 2011.

The person who becomes surety on a debt agrees with the creditor to satisfy the obligation, if the debtor does not.

Celui qui se rend caution d'une obligation, se soumet envers le créancier à satisfaire à cette obligation, si le débiteur n'y satisfait pas lui-même.
Art. 3036

Suretyship can only be given for the performance of valid contracts. A man may, however, become surety for an obligation of which the principal debtor might get a discharge by an exception merely personal to him; such as that of being a minor, or a married woman.


RCC 1870, Art. 3036.  
Same as above.

CC 1825, Art. 3005.  
(No reference in Projet)  
Same as above; but comma (,) after "him."

CC 1808, p. 428, Art. 2.  
Same as above; but no punctuation after "man", or after "however."

CN 1804, Art. 2012.  
Par. 1 same as sentence 1, above.  
A man may however become surety for an obligation, although it could be annulled by an exception merely personal to the obligor; for example, in case of minority.

Projet du Gouvernement (1800), Book III, Title V, Art. 2.  
Same as CC 1808, p. 428, Art. 2, above.

Art. 3037.  
The suretyship can not exceed what may be due by the debtor, nor be contracted under more onerous conditions.

It may be contracted for a part of the debt only, or under more favorable conditions.

The suretyship which exceeds the debt or which is contracted under more onerous conditions shall not be void, but shall be reduced to the conditions of the principal obligation.

RCC—1774, 2763, 3039, 3040, 3294.

RCC 1870, Art. 3037.  
Same as above.

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ART. 3038. A man may be surety without the order or even the knowledge of the person for whom he becomes surety. Surety may also be given, not only for the principal debtor, but also for the person who has become his surety.

RCC—1765, 1889, 1890, 2134, 2295, 3052, 3067.

RCC 1870, Art. 3038. (Same as Art. 3038 of Proposed Revision of 1869) Same as above.

CC 1825, Art. 3007. (Projet, p. 353. Amendment † adopted; no comment) Par. 1 same as par. 1, above. Surety may also be given, not only for the principal debtor, but also for the person who has been his security.

CC 1808, p. 428, Art. 4. Suretyship may be given not only for the principal debtor, but also for the person who has been his security. -p. 429, Art. 4.

CN 1804, Art. 2014. Same as CC 1825, Art. 3007, above.
Art. 3039

SURETYSHIP

Suretyship can not be presumed; it ought to be expressed, and is to be restrained within the limits intended by the contract.

RCC—1811, 2093, 2232, 2278(3), 2285, 2690, 3037, 3041, 3045, 3063.

RCC 1870, Art. 3039.
Same as above.

CC 1825, Art. 3008.
(No reference in Projet)
Le cautionnement ne se présume point; il doit être expris, et doit être restreint dans les limites dans lesquelles il a été contracté.

CC 1808, p. 428, Art. 5.
Same as above; but comma (,) after "presumed"; no punctuation after "expressed."

-p. 429, Art. 5.
Same as above; but colon (:) after "point."

CN 1804, Art. 2015.
Suretyship cannot be presumed; it ought to be expressed, and cannot be extended beyond the limits intended by the contract.

Projet du Gouvernement (1800), Book III, Title V, Art. 5.
Same as CC 1808, p. 428, Art. 5, above.

-p. 429, Art. 5.
Same as CC 1808, p. 429, Art. 5, above; but semicolon (;) after "point."

ART. 3040.

A general and indefinite suretyship extends to all the accessories of the principal debt, and even to the costs.

RCC—1886, 2461, 2490, 2645, 2690, 3037, 3039, 3052.

RCC 1870, Art. 3040.
Same as above.

CC 1825, Art. 3009.
(No reference in Projet)
Le cautionnement général et indéfini s'étend à tous les accessoires de la dette principale, même aux frais.

CC 1808, p. 428, Art. 6.
Same as above; but no punctuation after "debt."

-p. 429, Art. 6.
Same as above; but comma (,) after "indéfini"; semicolon (;) after "principale."

CN 1804, Art. 2016.
An indefinite suretyship of a principal obligation extends to all the accessories of the debt, even to the costs of the first demand and to all those subsequent to the notice given to the surety.

Le cautionnement indéfini d'une obligation principale s'étend à tous les accessoires de la dette, même aux frais de la première demande, et à tous ceux postérieurs à la dénonciation qui en est faite à la caution.

Projet du Gouvernement (1800), Book III, Title V, Art. 6.
Same as CC 1808, p. 428, Art. 6, above.

-p. 429, Art. 6.
Same as CC 1808, p. 429, Art. 6, above; but no punctuation after "indéfini"; comma (,) after "principale."
ART. 3041. Suretyship does not operate a mortgage on the property of the surety, unless there has been an express agreement.

RCC—1901, 3039, 3278, 3290, 3295 et seq. CP—26.

RCC 1870, Art. 3041. (Same as Art. 3041 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 3010. (Projet, p. 353. Addition adopted; no comment)

Surety does not operate a mortgage on the property,* unless there has been an express agreement.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

*English translation of French text incomplete; should include “of the surety.”

ART. 3042. The debtor obliged to furnish security must offer either a surety company authorized to do business in the State of Louisiana, or a person able to contract, who has property liable to seizure within the State of sufficient value to answer for the amount of the obligation, and who is domiciled in the parish where the security is to be given.

Whenever it shall be made to appear to the satisfaction of the judge having jurisdiction thereof that any person who has been appointed to discharge the duties of administrator, executor, tutor, curator, or any fiduciary trust whatever, is unable to give security in the parish, the judge shall have power to order that sureties residing in any other parish be received.

Where surety is tendered of persons residing out of the parish, the judge alone shall pass on the sufficiency thereof, and shall require such proof as he may deem necessary.

All actions on bonds against the sureties aforesaid may be instituted in the court having original jurisdiction of the subject matter; and the parties thereto, when legally cited, shall be subject to the jurisdiction of such court. (As amended by Acts 1908, No. 225)

RCC—25, 34, 38, 318, 558, 867, 927, 928, 931, 1011, 1012, 1041, 1044, 1048, 1126 et seq., 1139, 1153, 1782 et seq., 2398, 3064, 3093. CP—212, 219, 245, 259, 276, 287, 288, 304, 575, 750, 1098, 1103, 1111, 1118, 1127, 1131, 1132. Acts 1880, No. 11; 1894, No. 76; 1921, E.S., No. 37; 1921, E.S., No. 58 (as am. by 1926, No. 340); 1928, No. 283; 1932, No. 11; 1934, No. 19; 1934, No. 189. RS—15, 1472, 2409.

Art. 3042.

The debtor obliged to furnish security must offer a person able to contract, having property liable to seizure within the State sufficient to answer for the amount of the obligation, and whose domicile is in the jurisdiction of the court where it is to be given.

Whenever it shall be made to appear to the satisfaction of the judge having jurisdiction thereof, that any person who has been appointed to discharge the duties of administrator, executor, tutor, curator, or of any fiduciary trust whatever, is unable to give security in the parish, the judge shall have power to order that sureties residing in any other parish be received.

Where surety is tendered of persons residing out of the parish, the judge shall pass on the sufficiency thereof, and shall require such proof as he may deem necessary.

Par. 4 same as par. 4, above. (As amended by Acts 1876, No. 67)

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Art. 3043

When the surety received by the creditor, either voluntarily or by the direction of law, becomes insolvent, his place should be supplied by another.

An exception to this rule takes place only, where by the agreement the creditor has required that a certain person shall be given as surety.

RCC—1901, 1985, 2055, 2056, 2193, 2797, 3050, 3556(11, 26).

RCC 1870, Art. 3043.

(Same as Art. 3043 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 3012.

(Projet, p. 353. Substitution adopted; no comment)

When the security received by the creditor, either voluntarily or by the direction of law, becomes insolvent, his place should be supplied by another.

An exception to this rule takes place, only where by the agreement the creditor has required that a certain person shall be given as security.

Lorsque la caution reçue par le créancier volontairement ou en justice, est devenue insolvable, il doit en être donné une autre.

Cette règle reçoit exception dans le cas seulement où la caution n'a été donnée qu'en vertu d'une convention, par laquelle le créancier a exigé une telle personne pour caution.
CC 1808, p. 434, Art. 27.
When the surety who has been accepted, becomes insolvent afterwards, the person who offered said surety must give another. An exception lies against this rule when the surety has merely been given in consequence of an agreement by which the debtor bound himself to give a particular person for security. (Suppressed on recommendation of redactors; Projet, p. 355)

When the surety received by the creditor, either voluntarily or by the direction of law, afterwards becomes insolvent, his place should be supplied by another.
Par. 2 same as CC 1825, Art. 3012, par. 2, above.

Projet du Gouvernement (1800), Book III, Title V, Art. 27.
Same as CC 1808, p. 434, Art. 27, above.


RCC 1870, Art. 3044.
Same as above.

CC 1825, Art. 3013. (Projet, p. 354. Addition adopted; no comment)
Les engagemens des cautions passent à leurs héritiers.

CC 1808. No corresponding article.

The obligations of sureties descend to their heirs, with the exception of imprisonment for debt, if the agreement was such that the surety was bound thereto.
Les engagemens des cautions passent à leurs héritiers, à l'exception de la contrainte par corps, si l'engagement était tel que la caution y fut obligée.

Chapter 2—Of the Effects of Suretyship

Section 1—Of the Effects of Suretyship between the Creditor and the Surety

ART. 3045. The obligation of the surety towards the creditor is to pay him in case the debtor should not himself satisfy the debt; and the property of such debtor is to be previously discussed or seized, unless the security should have renounced the plea of discussion, or should be bound in solido jointly with the debtor, in which case the effects of his engagement are to be regulated by the same principles which have been established for debtors in solido.

RCC—2091 et seq., 2106, 2131, 2162, 2205, 2211, 2574, 3035, 3039, 3046 et seq., 3063, 3066, 3067, 3076, 3403, 3404. CP—71. Acts 1918, No. 225.

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**Art. 3046**

**COMPILED EDITION**

RCC 1870, Art. 3045.
Same as above.

CC 1825, Art. 3014.
Same as above; but comma (,) after "creditor", and after "debt."

(No reference in Projet)

La caution n'est obligée envers le créancier qu'à le payer au défaut du débiteur, qui doit être préalablement discuté dans ses biens, à moins que la caution n'ait renoncé au bénéfice de discussion, ou qu'elle ne soit obligée solidairement avec le débiteur, auquel cas l'effet de son engagement se règle par les mêmes principes qui ont été ci-dessus établis pour les dettes solidaires.

CC 1808, p. 428, Art. 7.
The obligation of the surety towards the creditor, is to pay him in case the debtor should not himself satisfy the debt; and the property of said debtor is to be previously discussed or seized, unless said security should have renounced the plea of discussion, or should be bound in solido jointly with the debtor; in which case the effects of his engagement are to be regulated by the same principles which have been established for debtors in solido.

Same as above.

(Projet, p. 354. Amendment adopted; no comment)

La caution n'est obligée envers le créancier, qu'à le payer, au défaut du débiteur, qui doit être préalablement discuté dans ses biens, à moins que la caution n'ait renoncé au bénéfice de discussion, ou qu'elle ne se soit obligée solidairement avec le débiteur; auquel cas, l'effet de son engagement se règle par les mêmes principes qui ont été ci-dessus établis pour les dettes solidaires.

**ART. 3046.** The creditor is not bound to discuss the principal debtor's property, unless he should be required to do so by the surety, on the institution of proceedings against the latter.

RCC—2574, 3045, 3047, 3051, 3066, 3067. CP—332.

RCC 1870, Art. 3046.
(Same as Art. 3046 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 3015.
(Projet, p. 354. Amendment adopted; no comment)
The creditor is not bound to discuss the principal debtor's property, unless he should be required to do so by the security, on the institution of proceedings against the latter.

Le créancier n'est obligé de discuter le débiteur principal, que lorsque la caution le requiert, sur les premières poursuites dirigées contre'elle.
ART. 3047. The surety who does require the discussion is bound to point out to the creditor the property of the principal debtor, and furnish a sufficient sum to have the discussion carried into effect.

He must not point out the property of the principal debtor situated out of the State, nor the property which is in litigation, nor that which is mortgaged for debt, and no longer in the possession of the debtor.

RCC—2653, 3046, 3048, 3051, 3403, 3404. CP—72.

RCC 1870, Art. 3047.
Same as above.

CC 1808, p. 430, Art. 9.
The creditor cannot be compelled to have the property of the principal debtor discussed, when said property lies out of the territory.—The same takes place with respect to any property in litigation or affected to a mortgage,** which are [is] out of the debtor's possession. (Suppressed on recommendation of redactors; Projet, p. 354)

CC 1808, p. 431, Art. 9.
Same as par. 1, above.

Par. 1 same as CC 1808, p. 431, Art. 9, above; but no punctuation after "caution."

He must not point out the property of the principal debtor situated out of the district of the court of appeal of the place where the payment should
Art. 3048

When the surety has pointed out property in the manner directed in the foregoing article, and has furnished a sufficient sum to have the discussion effected, the creditor is, to the amount of property pointed out, responsible to the surety for the insolvency of the principal debtor, provided it has occurred through remissness in commencing proceedings.

RCC—3047, 3050.

RCC 1870, Art. 3048. (Same as Art. 3048 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 3017. (Projet, p. 354. Substitution is adopted; no comment)

When the security has pointed out property in the manner directed in the foregoing article, and has furnished a sufficient sum to have the discussion effected, the creditor is, to the amount of property pointed out, responsible to the security for the insolvency of the principal debtor, provided it has occurred through remissness in commencing proceedings.

CC 1808, p. 430, Art. 11.

The creditor who has neglected to discuss the property pointed out to him, has nevertheless the right to sue the surety, in whose power it was to prevent the insolvency of the debtor, as will be mentioned hereafter.

CN 1804, Art. 2024.

Same as CC 1825, Art. 3017, above; but no punctuation after "de biens", or after "principal"; "survenu" correctly spelled "survenue."
ART. 3049. When several persons have become sureties* for the same debt, each of them is individually liable for the whole of the debt, in case of insolvency of any of them.

Any one of them may however demand that the creditor should** divide his action by reducing his demand to the amount of the share and portion due by each surety, unless the sureties have renounced the benefit of division.

RCC—2091 et seq., 2205, 3045, 3050, 3054, 3058.

RCC 1870, Art. 3049. (Same as Art. 3049 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 3018. (No reference in Projet)

Par. 1 same as par. 1, above; but no punctuation after “the debt.”

Any one of them may however demand that the creditor should** divide his action by reducing his demand to the amount of the share and portion due by each surety, unless the sureties have renounced the benefit of division.

CC 1808, p. 430, Art. 12.

When several persons have become sureties for the same debtor and for the same debt, each of them is individually liable for the whole of said debt, in case of insolvency of any of them.

Any one of them may however demand that the creditor should** divide his action by reducing his demand to the amount of the share and portion due by each surety, unless the sureties have renounced the benefit of division.

CN 1804, Art. 2025.

When several persons have become sureties for the same debtor and for the same debt, each of them is individually liable for the whole of said debt.

-Art. 2026, par. 1.

However, unless he has renounced the benefit of division, any one of them may demand that the creditor should previously divide his action by reducing his demand to the amount of the share and portion due by each surety.

Projet du Gouvernement (1800), Book III, Title V, Art. 12.

Par. 1 same as CC 1808, p. 430, Art. 12, par. 1, above.
Any one of them may however demand that the creditor should previously divide his action by reducing his demand to the amount of the share and portion due by each surety, unless said sureties have renounced the benefit of division.

*English translation of French text incomplete; should include "of the same debtor."

**English translation of French text incomplete; should include "previously."**

**Art. 3050.** A creditor can by no means claim the whole sum from the surety who applied for a division, when the other sureties have become insolvent since the time of that application. The same thing takes place if the creditor has himself voluntarily divided his action.

RCC—1985, 2094, 2100, 3043, 3048, 3049, 3556(11, 26).

RCC 1870, Art. 3050. (Same as Art. 3050 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 3019. (No reference in Projet)

A creditor can by no means claim the whole sum from the surety who applied for a division, when the other sureties have become insolvent since the time of that application. The same thing takes place if the creditor has himself voluntarily divided his actions.


A creditor can by no means claim the whole sum from the surety who applied for the division, when the other sureties have become insolvent since the time of that application. The same thing takes place if the creditor has himself voluntarily divided his actions.

CN 1804, Art. 2027.

If the creditor has himself voluntarily divided his action, he cannot avoid this division, although there were insolvent sureties even prior to the time when he consented to it.

Projet du Gouvernement (1800), Book III, Title V, Art. 13.

Same as CC 1808, p. 430, Art. 13, above.

Si le créancier a divisé lui-même et volontairement son action, il ne peut revenir contre cette division, quoiqu'il y eût, même antérieurement au temps où il l'a ainsi consentie, des caution insolvables.

**Art. 3051.** The creditor may include in the same suit, both the debtor and the surety. If he obtains judgment against both, the surety who is entitled to the benefit of discussion, may insist that the judgment shall be first executed against the principal debtor.

RCC—3046, 3047, 3056, 3066. RS—3724.

RCC 1870, Art. 3051. (Same as Art. 3051 of Proposed Revision of 1869)

Same as above.
ART. 3052. The surety who has paid the debt, has his remedy against the principal debtor, whether the security has been given with or without the knowledge of the debtor.

This remedy takes place both for the principal and interest, and for the costs which the surety may have been sentenced to pay; but with regard to the costs, the remedy of the surety begins only from the day he has given notice to the principal debtor, that a suit was commenced against him.

RCC—1941, 1944, 2106, 2134, 2161, 2162, 2299, 3038, 3040, 3052 et seq. Acts 1894, No. 41. RS—3723.

RCC 1870, Art. 3052. (Same as Art. 3052 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 3021. (No reference in Projet)
The security, who has paid the debt, has his remedy against the principal debtor, whether the surety has been given with or without the knowledge of the debtor.

This remedy takes place both for the principal and interest, and for the costs which the surety may have been sentenced to pay; but with regard to the costs, the remedy of the security begins only from the day he has given notice to the principal debtor, that a suit was commenced against him.

The surety who has paid the debt, has his remedy against the principal debtor, whether the surety has been given with or without the knowledge of the debtor.

Par. 2 same as par. 2, above; but no punctuation after “interest.”

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Art. 3053

With regard to that remedy, the surety has the same right of action and the same privilege of subrogation, which the law grants to co-debtors in solidi.

RCC—2103, 2104, 2106, 2134, 2161, 2162, 3052, 3061. RS—3723.

RCC 1870, Art. 3053.
(Same as Art. 3053 of Proposed Revision of 1869)

CC 1825, Art. 3022.
(No reference in Projet)

With regard to that remedy, the security has the same right of action and the same privilege of subrogation which the law grants to joint co-debtors.*

CC 1808, p. 430, Art. 15.
With regard to said remedy, the security has the same right of action and the same privilege of subrogation which the law grants to joint co-debtors.*

CN 1804, Art. 2029.

The surety who has paid the debt is subrogated to all the rights which the creditor had against the debtor.

Projet du Gouvernement (1800), Book III, Title V, Art. 15.
Same as RCC 1870, Art. 3053, above.

Same as CC 1808, p. 431, Art. 15, above; but no punctuation after “actions.”

*Note error in English translation of French text; “joint co-debtors” should be “co-debtors in solidi.”

Art. 3054. When there exist several principal debtors in solidi for the same debt, he who became a surety to them all, has his remedy against each of them for the whole amount of what he may have paid.

RCC—2091, 2093, 2094, 2104, 2106, 3026, 3049, 3052, 3058.

RCC 1870, Art. 3054.
(Same as Art. 3054 of Proposed Revision of 1869)

CC 1825, Art. 3023.
(No reference in Projet)

When there exist several principal joint debtors* for the same debt, he

Lorsqu’il y a plusieurs débiteurs principaux, solidaires* d’une même dette, la
who became a security to them all, has his remedy against each of them for the whole amount of what he may have paid.

CC 1808, p. 430, Art. 16.
Same as above; but no punctuation after "all."

CN 1804, Art. 2030.
Same as RCC 1870, Art. 3054, above.

*Note error in English translation of French text; "joint debtors" should be "debtors in solido."

Art. 3055. The surety has no remedy against the principal debtor, who has paid a second time for want of being warned by the surety of the payment made by him. But the surety may have his action against the creditor for his reimbursement.

RCC—1865, 2133, 2302, 2310, 3052, 3056.

RCC 1870, Art. 3055.
Same as above.

CC 1825, Art. 3024.
(No reference in Projet)
Same as above.

CC 1808, p. 430, Art. 17.
The surety has no remedy against the principal debtor who has paid a second time, for want of being warned by said surety of the payment made by him. But the surety may have his action against the creditor for his reimbursement.

CN 1804, Art. 2031, par. 1.
The surety who has paid once has no remedy against the principal debtor who has paid a second time, when the former has not warned the latter of the payment made by him; but the surety may have his action against the creditor for his reimbursement.

Projet du Gouvernement (1800), Book III, Title V, Art. 17.
Same as CC 1808, p. 430, Art. 17, above.

Art. 3056. When the surety has paid without being sued and without informing the principal debtor, he shall have no recourse against the latter, provided that, at the time of payment, the debtor

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ART. 3057

A surety may, even before making any payment, bring suit against the debtor to be indemnified by him:
1. When there exists a lawsuit against him for payment.
2. When the debtor has become a bankrupt, or is in a state of insolvency.
3. When the debtor was bound to discharge him within a certain time.
4. When the debt has become due by the expiration of the term for which it was contracted.
5. At the expiration of ten years, when the principal obligation is of a nature to last a longer time; unless the principal obligation, such as that of guardianship, be of a nature not to be extinguished before a determinate time.

RCC—37, 362, 1985, 2052, 2054, 2799, 3063, 3069, 3544, 3556(11).

RCC 1870, Art. 3057. (Same as Art. 3057 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 3026. (No reference in Projet)

A security may, even before making any payment, bring a suit against the debtor to be indemnified by him:

Subds. 1-3 same as subds. 1-3, above; but semicolon (;) after "payment", after "insolvency", and after "time."

4. When the debt has been due by the expiration of the term for which it was contracted;

La caution, même avant d'avoir payé, peut agir contre le débiteur, pour être par lui indemnisée:
1. Lorsqu'elle est poursuivie en justice pour le payement;
2. Lorsque le débiteur a fait faillite, ou est en décompture (décompture);
3. Lorsque le débiteur s'est obligé de lui rapporter sa décharge dans un certain temps;
4. Lorsque la dette est devenue exigible par l'échéance du terme sous lequel elle avait été contractée;
Section 3—OF THE EFFECTS OF SURETYSHIP BETWEEN THE SURETIES

Art. 3058. When several persons have been sureties for the same debtor and for the same debt, the surety who has satisfied the debt, has his remedy against the other sureties in proportion to the share of each; but this remedy takes place only, when such person has paid in consequence of a lawsuit instituted against him.

RCC—2104, 2161, 2162, 3049, 3054, 3056.

RCC 1870, Art. 3058.
Same as above.

CC 1825, Art. 3027.
Same as above; but comma (,) after “surety”, and after “other sureties.”

Lorsque plusieurs personnes ont cautionné un même débiteur, pour une même dette, la caution qui a acquitté
When several persons have been sureties for the same debtor and for the same debt, the surety who has satisfied the debt, has his remedy against each of the other sureties, in proportion to the share of every one, but this remedy takes place only when the said person has paid in consequence of a law suit being instituted against him.

Chapter 3—Of the Extinction of Suretyship

Art. 3059. The obligation which results from a suretyship, is extinguished by all the different modes in which other obligations may be extinguished; but the confusion which results in case the principal debtor or his surety should become heirs one to the other does not extinguish the action of the creditor against the person who has become the surety of the surety.
CIVIL CODES OF LOUISIANA  Art. 3060

CC 1808, p. 432, Art. 20.

Same as above; but no punctuation after "obligation," or after "suretyship."

CN 1804, Art. 2034.

The obligation which results from suretyship is extinguished by the same causes as other obligations.

-Art. 2035.

The confusion which results in case the principal debtor or his surety should become heirs one to the other does not extinguish the action of the creditor against the person who has become the surety of the surety.

Projet du Gouvernement (1800), Book III, Title V, Art. 20.

Same as CC 1808, p. 432, Art. 20, above.

ART. 3060. The surety may oppose* to the creditor all the exceptions belonging** to the principal debtor, and which are inherent to the debt; but he can not oppose* exceptions which are personal to the debtor.

RCC—2098, 2211, 3086, 3076, 3299, 3553.

RCC 1870, Art. 3060.

(Same as Art. 3060 of Proposed Revision of 1869)

Same as above.

CC 1825, Art. 3029.

(No reference in Projet)

The security may oppose* to the creditor all the exceptions belonging** to the principal debtor, and which are inherent to the debt; but he cannot oppose* exceptions which are personal to the debtor.

CC 1808, p. 432, Art. 21.

Same as RCC 1870, Art. 3060, above; but comma (,) after "creditor"; no punctuation after "principal debtor."

-CN 1804, Art. 2036.

The surety may oppose* to the creditor all the exceptions belonging to the principal debtor, and which are inherent to the debt; but he cannot oppose* exceptions which are purely personal to the debtor.

Projet du Gouvernement (1800), Book III, Title V, Art. 21.

Same as CC 1808, p. 432, Art. 21, above.

Par. 1 same as par. 1, above; but semicolon (;) after "dette."

Par. 2 same as par. 2, above.

La caution peut opposer* au créancier toutes les exceptions qui sont personnelles* au débiteur principal et qui sont inhérentes à la dette.

Mais elle ne peut opposer* les exceptions qui sont personnelles au débiteur.

"Oppose" is used here in the sense of "set up" or "assert."

**Note error in English translation of French text; "belonging" should be "which are personal."
ART. 3061. The surety is discharged when by the act of the creditor, the subrogation to his rights, mortgages and privileges can no longer be operated in favor of the surety.

RCC—2054, 2161, 2162, 2198, 2645, 3053, 3063.

RCC 1870, Art. 3061.
Same as above.

CC 1825, Art. 3030.
Same as above; but comma (,) after "when", and after "privileges."

CC 1808, p. 432, Art. 22.
Same as above; but no punctuation after "when", or after "privileges."

CC 1808, p. 433, Art. 22.
Same as above.

CN 1804, Art. 2037.
The surety is discharged when the subrogation to the rights, mortgages and privileges of the creditor can no longer, by the act of such creditor, be operated in favor of the surety.

Projet du Gouvernement (1800), Book III, Title V, Art. 22.
La caution est déchargée, lorsque par le fait du créancier, la subrogation à ses droits, hypothèques et privilèges, ne peut plus s'opérer en faveur de la caution.

ART. 3062. The voluntary acceptance on the part of the creditor, of an immovable or any other property, in payment of the principal debt, is a full discharge of the surety, even in case the creditor should be afterwards evicted from the property so accepted.

RCC—2138, 2150, 2198, 2452, 2500, 2655, 3076.

RCC 1870, Art. 3062.
Same as above.

CC 1825, Art. 3031.
Same as above; but comma (,) after "acceptance."

CC 1808, p. 432, Art. 23.
Same as above; but no punctuation after "acceptance", or after "other property."

CC 1808, p. 433, Art. 23.
Same as above, but comma (,) after "volontaire"; colon (:) after "caution."

CN 1804, Art. 2038.
The voluntary acceptance on the part of the creditor of an immovable or any other property in payment of the principal debt, is a full discharge of the surety, even in case the creditor should be evicted from the property so accepted.

L'acceptation volontaire que le créancier a faite d'un immeuble ou d'un effet quelconque, en paiement de la dette principale, décharge la caution, encore que le créancier vienne ensuite à en être évincé.

L'acceptation volontaire que le créancier a faite d'un immeuble ou d'un effet quelconque en paiement de la dette principale, décharge la caution, encore que le créancier vienne à en être évincé.
ART. 3063. The prolongation of the terms granted to the principal debtor without the consent of the surety, operates a discharge of the latter.

RCC—1797 et seq., 2048, 2198, 2690, 3039, 3045, 3057, 3061.

RCC 1870, Art. 3063. (Same as Art. 3063 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 3032. (Projet, p. 355. Substitution † adopted; comment by redactors)
The prolongation of the term granted to the principal debtor, without the consent of the surety, operates a discharge of the latter.

The simple prorogation of the term granted by the creditor to the principal debtor, does not exonerate the surety who may, in this case, sue the said debtor, to compel him to make payment.

CN 1804, Art. 2039.
Same as CC 1808, p. 432, Art. 24, above.

Chapter 4—Of the Legal and Judicial Sureties

ART. 3064. Whenever a person is bound by law, or by a judgment, to give a surety, he must present one who has the qualifications required in article 3042.


RCC 1870, Art. 3064. (Same as Art. 3064 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 3033. (Projet, p. 355. Substitution † adopted; no comment)
Whenever a person is bound by law, or by a judgment, to give a surety, he must present one who has the qualifications required in article 3011.

CC 1808, pp. 432, 433, Art. 25.
Quoted under RCC 1870, Art. 3042, above.

CN 1804, Art. 2040, par. 1.
Whenever a person is bound, by law or by a judgment, to give a surety, the surety tendered must satisfy the conditions required in articles 2018 and 2019.

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Art. 3065. The person who can not give a surety is admitted to give a pledge or other satisfaction sufficient to secure the debt, provided that the thing given in pledge may be kept without difficulty or risk.

He may also deposit in the hands of the public officer, whose duty it is to receive the surety, the sum for which he is required to furnish a surety.

RCC—1771, 2926, 3133, 3135, 3136, 3140, 3154.

RCC 1870, Art. 3065. (Same as Art. 3065 of Proposed Revision of 1869)
Same as above.

CC 1825, Art. 3034. (Projet, p. 356. Amendment adopted; no comment)
The person, who can give no security, is admitted to give a pledge or other satisfaction sufficient to secure the debt, provided that the thing given in pledge may be kept without difficulty or risk. He may also deposit in the hands of the public officer, whose duty it is to receive the surety, the sum in which he is required to give it.

CC 1808, p. 434, Art. 28.
The person who can give no security, is admitted to give a pledge or other satisfaction sufficient to secure the debt.

CN 1804, Art. 2041.
Same as above.

Projet du Gouvernement (1800), Book III, Title V, Art. 28.
Same as above.

Art. 3066. A judicial surety can not demand the discussion of the property of the principal debtor.

But no suit shall be instituted against any surety on any appeal bond, nor on the bond of any administrator, tutor, curator, executor, or syndic, until the necessary steps have been taken to enforce payment against the principal.

The mode of proceeding against sureties on official bonds, is prescribed by special laws.


RCC 1870, Art. 3066. (Same as Art. 3066 of Proposed Revision of 1869; par. 2 same as Acts 1855, No. 300, §5, as amended by Acts 1866, No. 22 (RS §§119, 3715, 3724, 3857))

CC 1825, Art. 3035. (No reference in Projet)
La caution judiciaire ne peut pas demander la discussion du principal débiteur.

CC 1808, p. 434, Art. 29.
Same as above.
ART. 3067. The person who has become the surety of the judicial surety, can not demand the discussion of the property of the principal debtor nor of the surety.

RCC—2107, 3038, 3045, 3046, 3059, 3066.

ART. 3068. The effects of judicial suretyship are determined in the laws regulating judicial proceedings.

CP—225 et seq. RS—354, 3726-3729, 3735.

ART. 3069. Sureties on the bond of any administrator, executor, curator or tutor, shall have the right to be released from any further liability on such bond, by causing their principal to be cited into the court having jurisdiction over the appointment of such administrator, curator, executor or tutor, by petition, setting forth their
fears that such administrator, curator, executor or tutor is mismanaging the property under his charge, and that they are in danger of being injured seriously by his conduct, and praying that he shall be required to give new security.

RCC—3057, 3070. Acts 1880, No. 46.

RCC 1870, Art. 3069.
Same as above.

(RRc 1870, Art. 3069 of Proposed Revision of 1869; similar to Acts 1859, No. 222, §1 [RS §§16, 1473, 3716, 3737, 3858])

CC 1825. No corresponding article.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

**ART. 3070.** On due proof being made of maladministration by any curator, administrator, executor or tutor cited, the court shall require him to give a new bond, with other sufficient security, for the faithful administration of the property; and upon failure to do so within three days after such order, he shall be forthwith removed from the administration thereof, and the judge shall proceed at once to the appointment of another curator, administrator, executor or tutor, who shall be required to give security in manner and form as now required by law; and this being done, the former sureties on the bond shall be released from all liability for any maladministration of such administrator, curator, executor or tutor, from and after execution of the new bond with security as aforesaid.

RCC—302 et seq., 356, 357, 1158, 1159, 3059, 3069. Acts 1880, No. 46.

RCC 1870, Art. 3070.
Same as above.

(RRc 1870, Art. 3070 of Proposed Revision of 1869; same as Acts 1859, No. 222, §2 [RS §§17, 1474, 3717, 3738, 3859])

CC 1825. No corresponding article.

CC 1808. No corresponding article.

CN 1804. No corresponding article.

**TITLE XVII—OF TRANSACTION OR COMPROMISE**

*See general comment by redactors, Projet, p. 356.

**ART. 3071.** A transaction or compromise is an agreement between two or more persons, who, for preventing or putting an end to a lawsuit, adjust their differences by mutual consent, in the manner which they agree on, and which every one of them prefers to the hope of gaining, balanced by the danger of losing.

This contract must be reduced into writing.

RCC—1403, 1761, 1765, 1771, 1778, 1797, 1846, 2275, 2277, 2995, 3010, 3072 et seq., 3084, 3099, 5100, 5102, 5132. Acts 1914, No. 20, §17 (as am. by Acts 1918, No. 38, §1).

RCC 1870, Art. 3071.
Same as above.