Illustration:— A and B are joint-owners of a ship. A cannot sell the ship to C without the consent of B. If A sells the ship to C without B's consent, the sale does not affect the rights of B. The sale between A and C is voidable on account of mistake concerning its object, as c intended to buy a ship and not a share in the ownership of a ship.

64. — The transfer, pledge, mortgage, or servitude created by contract or will, on a joint property by one of the joint-owners, is valid only as far as the ownership. of the thing remains in him after division.

As to real rights instituted over, or for the benefit of, the thing by the effect of Law, the joint-owners are presumed to be joint debtors, or joint creditors, as the case may be.

Illustration:— A and B are co-heirs of their father's estate. This estate includes a drug store. A sells it to C before division. If, at the time of division, the drug store is put in A's share or is bought by A in an auction sale, the sale is valid and C can claim from A its execution. If the drug store, on the contrary, is put in B's share or is bought by D in an auction sale, the sale is void and C has no right to claim its execution from B or D.

65. — A joint-owner is entitled to use the thing as he thinks fit provided he does not change its destination or use it to the injury of the other joint-owners.

None of the joint-owners is entitled to modify the thing except with the consent of all the other joint-owners.

I.675, 677. J.249, 251. S.648,

31

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