

66. — Unless there is an agreement to the contrary, the thing is managed by all the joint-owners together. Each of them is entitled to do such acts as may be required for the necessary upkeep and repair of the thing.

G. 744. I. 678. S. 647.

67. — If a servitude encumbers a servient property belonging to several joint-owners it cannot be extinguished with regard to one of them only.

F. 709, 710. J. 282, 284.

68. — A servitude acquired by one of the joint-owners of a dominant property benefits to the other joint-owners of such property. The fact that one of them exercises the servitude is enough to prevent it from being extinguished by non-usage with regard to all the joint-owners.

J. 282, 284.

69. — The joint-owners bear all costs and expenses of management in proportion to their respective shares.

They are jointly liable towards third persons for the obligations incurred in that respect.

I. 676. J. 208, 253. S. 649.

70. — Joint-owners may agree not to divide the thing between themselves for a period not exceeding five years : provided that if any of the joint-owners becomes seriously injured by the agreement he may apply to the Court for its cancellation.

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Siam Dika Nos. 12, 17/117; 250/118; 175, 200, 203, 300/119; 275/121; 350/122; 37, 228/123; 25, 31, 34/117; 48/118; 78/120 etc.

F. 815. G. 749, 750. I. 881, 885. J. 256, 258. S. 650, 651.

*Illustration:—A and B, joint-owners of a running concern (printing work), have agreed on the 1st. April 2460 that they shall not divide their joint-property for five years. In October 2462, A who is engaged in several other businesses is on the verge of bankruptcy. He cannot find any money to borrow on his share in the printing works, but if he is allowed to sell it, he could with his share in the price-money meet his liabilities and avoid bankruptcy. Under such circumstances, he may ask the Court to order that the non-division agreement be cancelled and the concern be sold by public auction.*

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## TITLE IV.

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### Surrender and Abandonment of immovables.

71. — A person who has been, under the Land Laws, granted an unoccupied land by the Government, may at any time surrender his grant, by complying to that effect with the provisions of the Land Laws.

Cf. Land Law 127, s. 57 and 58.

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