3. Preparing for reward certain specified classes of documents to be used in legal proceedings.

This Section is not necessarily exhaustive, and if in any case it was shewn that any person had exercised functions which though not specified in the Section were in the nature of things functions which could only be properly exercised by an advocate, we should probably hold that the same principles would apply to such a case. But in this case the services to be rendered are specified in an agreement which is in writing and they are as follows:—

1. To carry out a partition of certain properties in which the Defendant had inherited a share;
2. To appoint an advocate to conduct any necessary litigation;
3. To supervise any business the Defendant might have at the Land Registry Office in connection with the partition;
4. To carry out any compromise that might be effected with any of the other co-owners.

There is nothing in any of these services which is either specified in Sec. 11 among the services which must be rendered exclusively by advocates, nor are they services which in the nature of things can only properly be rendered by an advocate.

There is nothing whatever illegal therefore about the agreement, and there is no reason why a bond given to secure a sum due under the agreement should not be enforced. The appeal must therefore be allowed, and judgment entered for the Plaintiff for the full amount claimed.

Appeal allowed.

[TYSER, C.J. AND BERTRAM, J.]

BASILI KOUTSOUDI

v.

CHRISTOFI IOANNI.

EXECUTION—SALE OF IMMOVEABLES—WRIT OF SEQUESTRATION—EXEMPTION OF HOUSE ACCOMMODATION—CIVIL PROCEDURE LAW, 1885, SEC. 71—ORDER XVIII, RULE 19.

An application for a writ of sequestration in substitution for a writ of sale of immoveable property can only be made after the writ of sale has actually issued and must be supported by sworn evidence showing that the rents and profit of the property to be sequestrated will satisfy the judgment debt within three years.

The writ should direct some person named therein to enter upon the property in question, and collect the rents and profits and pay them to the judgment creditor in discharge of his debts.

In applications for the issue of a writ of sale of immoveables the provision of Order XVIII, rule 19 (said to have fallen into abeyance) must be strictly observed.

TYSER, C.J. & BERTRAM, J.

BASILI KOUTSOUDI v. CHRISTOFI IOANNI

This was an appeal from an order of the District Court of Larnaca. On an application for the issue of a writ of sale of immoveables in execution of a judgment, the Court on the unsupported statement of the advocate of the judgment debtor that the proceeds of the property would discharge the debt in three years (acting presumably under Sec. 71 of the Civil Procedure Law, 1885), made what purported to be an order of sequestration, the terms of which are given in the judgment of the Chief Justice.

The judgment creditor appealed.

Panayides and *Paschales* for the Appellant.

Theodotou for the Respondent.

The Court allowed the appeal.

Judgment: THE CHIEF JUSTICE: In this case the Appellant, who had recovered judgment against the Defendant applied for a writ of sale of his immoveable property. The District Court apparently did not go into the application but heard the Defendant who alleged that it would be sufficient to issue a writ of sequestration and that in three years the rents and profits of the property would be sufficient to pay the debt.

The Court, so far as I can gather from the note, heard no evidence at all on the point, but made an order that the Defendant's property contained in a certificate of search " be sequestrated for a period of " three years from the date hereof to secure the sum of £12 18*s.* due " under the judgment herein, and . . . that if one-third of the aforesaid " amount with interest thereon at 9 per cent. from to-day be not paid " at the expiration of each year execution do issue for the whole amount " due under the judgment and unpaid with interest as aforesaid.". . . Against this order the Appellant appeals.

If the Court wishes to act on Sec. 71 of the Civil Procedure Law, 1885 and the Defendant applies for a writ of sequestration in lieu of a writ of sale, on the ground that the rents and profits of the property are sufficient to pay the debt in three years, some evidence should be given to this effect. Here there was no evidence whatever but only a statement of an advocate. There must be some evidence on oath on which the Court can act.

As to the effect of " sequestration," it is difficult to understand exactly what was in the mind of the Court, or the party who made the application for this order. They seem to have thought that sequestration means some lien on the property like that obtained by filing a memorandum in the Land Registry Office. They seem to

have thought that the sequestration of the property would bind it in the hands of the Defendant as a security for the creditor's debt.

Sequestration as is explained in Sec. 4, Sub-sec. 2 of the Law is handing property over into the hand of a third party to collect the rents or profits of the property and pay them to the creditor in discharge of his debt.

I think that in the absence of any evidence to justify a sequestration the Court ought to have refused the application of the debtor, but I do not think that it could have made an order for the sale of the property, as, so far as the notes shew, there was no compliance with the Rule of Court of 16th February, 1901, which requires that the creditor shall specify the house accommodation which is to be left or provided for the debtor or his family.*

It is possible that if we had the Certificate of Search before us, it would shew that none of the debtors' property was house property. If this were so, the difficulty would be removed.

It is said to be the practice to ignore this Rule. It is difficult to believe that this is so, but if it is so, it is a practice that should be changed.

In this case Mr. Panayides consents that no house property at all shall be sold under the writ, and the writ will accordingly so provide.

The appeal is allowed with costs here and below.

BERTRAM, J.: I agree. I would also point out that as Sec. 71 is framed, no application for a writ of sequestration as an alternative to a writ of sale can be heard until a writ of sale has been actually issued. It would seem therefore that the application for sequestration cannot be made as a cross application though it could no doubt be arranged in such a case to take it on the same day.

Appeal allowed.

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* "Before a writ of sale of immoveable property is issued under which any house of the judgment debtor might be sold in execution, the Court must be satisfied that such house accommodation is left or provided for the debtor as is absolutely necessary for the debtor and his family; the creditor must specify the house to be left or provided, and shew that it is an existing house and not a ruin and that it is in fact available for occupation by the debtor and his family. The writ must not be in such a form as to leave to the Sheriff or to the Land Registry Office the duty or power of deciding which house is to be excepted from the sale; but every writ which directs the sale of the debtor's immoveable property generally shall either state that all houses are excepted or shall specify the house which is to be excepted from the sale." See Order XVIII, rule 19, Vol. II, Statute Laws, p. 714.