

FISHER,
C.J.
&
STUART,
P.J.
1922

February 2

[FISHER, C.J. AND STUART, P.J.]

IOANNIS STAVRINOU

v.

SYMEON IOANNOU.

PRE-EMPTION—FORMALITIES—VOLUNTARY ABSENCE OF CLAIMANT.

Appeal by Plaintiff from judgment of the District Court dismissing the action on the grounds that Plaintiff had failed to carry out the formalities of the law.

The facts are as follows:—

Plaintiff, a Shefi of the house in question, was voluntarily absent in Morocco, leaving a wife resident in Cyprus. He returned to Cyprus in 1920. The house was bought by Defendant in the year 1916. Defendant was himself also a Shefi of the whole house, and therefore Plaintiff could, at most, claim half of the house.

The District Court held Plaintiff failed to carry out the formalities of the law, in that Plaintiff failed to make a first claim at all and when he made his formal second claim he failed to mention that he had ever made a first claim.

For Appellant *Artemis*.

For Respondent *Chrysaftinis*.

HELD: Upholding the District Court that the formalities were not strictly carried out by Plaintiff and that the law affecting pre-emption must be construed strictly.

SEMBLE: That persons voluntarily absent from Cyprus should leave a representative to look after their interests during such voluntary absence.

Appeal dismissed with costs.

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POLYKARPOS CHRISTOPOULOS

v.

IMPERIAL OTTOMAN BANK.

EXCHANGE—CYPRUS COINAGE ORDER, 1900—PROCLAMATION CYPRUS GAZETTE, 8TH SEPTEMBER, 1914.

Appeal of Plaintiff from the judgment of the President of a District Court sitting as a Village Judge dismissing a claim by Plaintiff for an amount of £1 18s. 4cp. deducted by the Defendant Bank locally (as exchange) on a cabled order to pay Plaintiff £70 sent by the London branch of Defendant Bank.

For Appellant *Paschalis*.

For Respondent *Artemis*.

Facts as set out above.

Artemis : Payment was to be £70 English. English paper not legal currency in Cyprus. Where two paper currencies there must be "exchange."

Paschalis : Paper money equals coins (proclamation in *Gazette*, 8th September, 1914, cl. 2, 6 and 7). £1 Cyprus paper equals 1 sovereign gold. So does £1 English paper. Therefore no exchange.

Judgment : We find the bank admit holding £70. The only question is whether there are legal grounds for taking "exchange" £70 paper is equivalent to seventy sovereigns. The Defendant Bank has not shown a legal right to claim exchange, therefore we allow the appeal and give judgment for Plaintiff as claimed with costs.

[FISHER, C.J. AND STUART, P.J.]

VASSILI RICCA AS EXECUTOR OF THE WILL OF THE DECEASED HAJI THEKLOU HAJI VASSILI

v.

HAJI TOWLI HAJI VASSILI AND OTHERS, HEIRS OF DECEASED HAJI THEKLOU HAJI VASSILI.

TESTAMENT—SIGNATURE—MARK—LAW 20 OF 1895, SEC. 22 (2).

Appeal of Defendants from the judgment of the District Court which found that the deceased duly executed a will.

The facts are as follows:—

Deceased was illiterate, and asked one Efstathios Zaris to write out her will for her. He did so and in the presence of three witnesses she authorised Efstathios to write her name, which he did, and then he guided her hand and she made a X and afterwards touched it as a sign of delivery. The other witnesses duly signed. Deceased was admittedly of sound mind.

The judgment of the District Court is as follows:—

"The Court will now consider whether the will was signed by the "testatrix in accordance with the requirements of Law No. 20 of 1895, "Sec. 22 (2). Sec. 22 (2) enacts that a will shall be signed 'at the end "thereof by the testator or by some other person on his behalf, in his

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