

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 admitted 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

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

POLYKARPOS  
CHRISTO-  
FOULOS  
v.  
IMPERIAL  
OTTOMAN  
BANK

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

February 14

FISHER, C.J. & STUART, P.J. VASSILI RICCA v. HAJI TOWLI HAJI VASSILI AND OTHERS

“ presence and by his direction.’ The question we have to decide is whether the mark made by the testatrix in this case amounts to a signature. It has been proved before us that the mark was in fact made by the testatrix. Law No. 20 appears to be based upon the English Law relating to wills. We find that it has been held in English Law that a mark or initials are sufficient if intended to represent a signature, even though the testator’s hand is guided in making it. See Halsbury’s Laws of England, Vol. 28 p. 548, para. 1085. We hold that in this case the testatrix intended that the mark subscribed by her should represent a signature, and on this point we find that the will was properly executed.”

For Appellant *Nicolaides*.

For Respondents *D. Themistocles*.

*Judgment* : Upholding the District Court. A will which bears the duly authenticated mark of the testator at the end is “ signed ” within the meaning of sub-section (2) of Sec. 22 of the Wills and Succession Law, 1895.

FISHER, C.J. & STUART, P.J. 1922  
March 20

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

YANNI KAKOURI HAJI YANNI  
COSTA IOANNOU ZANNETTOU  
CHRISTOFORO TOWLI ZANNETTOU

*Plaintiffs (Respondents)*

AND

AHMED TAHIR

*Defendant (Respondent)*

AND

HASSAN HILMI HUSSEIN EFF. KAIMZADE

*Exparte Applicant.*

INTERDICTION OF SPENDTHRIFT DEFENDANT DURING TRIAL—APPLICATION BY GUARDIAN TO BE JOINED AS CO-DEFENDANT.

*The guardian appointed by the Sheri Court after the interdiction of Defendant as a spendthrift.*

Appeal by *exparte* Applicant from the order of the District Court dismissing his application to be joined as co-Defendant.

For Appellant *Stavrinakis*.

For Respondent (Plaintiffs) *Theodotou* and *Clerides*.

For Respondent (Defendant) *J. Michaelides*.