

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

The facts are as follows:—

On 22nd April, 1919, Defendant, an adult, entered into a contract with Plaintiffs to register certain properties into the names of the Plaintiffs by a certain date and the Plaintiffs paid him a sum of £250 odd as part of the purchase money agreed, £400.

Defendant failed to register and the Plaintiffs brought this action either to register forthwith, or to pay the money already paid with interest together with damages and costs.

Action commenced on October 6th, 1919.

On November, 6th 1919, the present Applicant (Appellant) applied to the Sheri Court of the Chief Qadi and obtained an Ilam declaring that the Defendant was a spendthrift and interdicting him as such and appointing the present Appellant his guardian.

The District Court dismissed the application on the ground that in an unreported appeal case No. 1979 and 2070 with almost identical facts the Supreme Court has held that a spendthrift could sue or be sued without joining the guardian.

HELD: Affirming the judgment of the District Court that the Appellant is not entitled to ask to be joined as a Defendant.

Appeal dismissed with costs.

FISHER,
C.J.
&
STUART,
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SEIN EFF.
KAIMZADE

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

A. AND K. CONSTANTINIDES

v.

THEODOSSIADES BROTHERS, OF PORT SAID (NOW OF CYPRUS).

JURISDICTION—SERVICE OF WRIT OF SUMMONS OUTSIDE THE DISTRICT—PLACE OF BREACH OF CONTRACT.

FISHER,
C.J.
&
STUART,
P.J.
1922
April 21

Appeal of Plaintiffs from judgment of the District Court of Famagusta dismissing the action for want of jurisdiction.

For Appellant *Paschalis*.

For Respondent *Chrysafinis*.

Facts as follows:—

Plaintiffs through Defendants at Port Said entered into a charter party for the steamer "*Polynesia*" for a voyage from Cyprus to United Kingdom. Plaintiffs instructed Defendants by letters and telegrams to engage a steamer with 150,000 cubic feet capacity, and