

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,  
P.J.  
YANNI  
KAKOUBI  
HAJI YANNI  
COSTA  
IOANNOU  
ZANNETTOU  
CHRISTO-  
FORO TOWLI  
ZANNETTOU  
AND  
AHMED  
TAHR  
AND  
HASSAN  
HILMI HUS-  
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

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

A. AND K.  
CONSTAN-  
TINIDES  
v.  
THEODOS-  
SIADES  
BROTHERS

Defendants entered into this contract with the owners of the steamer, which arrived in Cyprus waters and loaded carobs at two minor ports. Later she entered Famagusta harbour to continue loading there and Plaintiffs found she had a cubic capacity of only 141,670 feet.

A member of the Defendant firm visited Limassol and Plaintiffs instituted the present action in the Famagusta District Court. The writ of summons was served on the member of the firm in Limassol District.

At the settlement of issues Defendants were represented by Mr. Chrysafinis who appeared under protest as to jurisdiction and service, and then three issues were framed on the preliminary objections he raised.

1. Have the Cyprus Courts jurisdiction to entertain this action ?
2. If yes, were the Defendants properly served with the writ of summons.?
3. Is this Court (Famagusta) a competent Court to try this action ?

It was argued by Defendants that they were not resident in Cyprus, that the breach of contract, if any, was made at Port Said, and that they were not properly served. Other issues were framed on the merits of the case, but by consent the three first issues were to be tried and decided before going into the issues on the merits.

The District Court decided as follows:—

It is clear that the breach of contract took place in Egypt and not in Cyprus. Defendants never resided in the Famagusta District and we hold that this Court has no jurisdiction to try the action. Claim dismissed with costs.

*Judgment* : Upholding the judgment of the District Court. We find there was no service within the jurisdiction of the Court before which it was sought to bring the Defendant firm.

*Appeal must be dismissed with costs.*