

[BOVILL, C.J. AND SMITH, J.]

TOPAL AHMET

*Plaintiff,*

v.

HADJI HUSSEIN AGHA

*Defendant.*BOVILL,  
C.J.  
&  
SMITH, J.  
1886.

April 19.

AGREEMENT PURPORTING TO SELL IMMOVEABLE PROPERTY—NO  
REGISTRATION IN NAME OF PURCHASER—UNINTERRUPTED  
OCCUPATION OF VENDEE—RIGHT TO RECOVER PURCHASE  
MONEY.

Where under a contract purporting to sell immoveable property which remains registered in the name of vendor, the vendee has taken and remains in occupation of the property without any interference on the part of the vendor, he has no right to claim a return of the purchase money.

APPEAL from the District Court of Larnaca.

Action to recover the amount of the purchase money of certain immoveable property which Rahme the wife of the defendant purported to sell to the plaintiff under a contract dated the 13th June, 1296. The plaintiff assumed occupation of the property and at the date of the action was still in occupation of it without any interference from the heirs of the vendor, she having died subsequently to the date of the contract.

The District Court gave judgment for the plaintiff.

The defendant appealed.

*Appellant*, in person, submitted that the plaintiff was still in undisturbed occupation of the property.

*Salih Effendi* for the respondent.

*Judgment*: In this case the plaintiff alleges that he purchased certain immoveable property from Rahme the wife of the defendant. The property was purported to be sold under a contract of sale, but the sale was never perfected by registration, and the property still remains registered in the name of Rahme. We gather that the plaintiff is now desirous of having the property registered in his name, but owing to the fact that Rahme is dead and that her heirs are not desirous of assisting him, he finds himself in a difficulty. He took possession of the property and has remained in occupation and peaceable enjoyment of it without any interference on the part of the defendant, or anyone else. What then is the effect of the agreement he entered into with Rahme? It is quite clear that such a contract cannot operate to confer upon the plaintiff the legal possession of the property, which remained in the eye of the law her property: and all that the contract effected was to give the plaintiff the occupation and enjoyment of the property; and so long as

BOVILL, C.J. & SMITH, J. v. TOPAL AHMET c. HJ. HUSSEIN AGHA.

he remains in occupation without any interference on the part of Rahme or her heirs, he has got all that he could get under the contract and has no further rights against anyone. If he had wished to protect himself against all difficulties in the future he should have been careful not to have paid the purchase money until the sale had been carried out completely by the registration of the property in his own name. Under the circumstances of the present case we are clearly of opinion that the plaintiff has no right to relief against anyone.

*Appeal allowed.*

BOVILL, C.J. & SMITH, J. 1886, Dec. 22,

[BOVILL, C.J. AND SMITH, J.]

REGINA

*Plaintiff,*

*v.*

LOIZIDES AND NICOPOULOS

*Defendants.*

“DEFAMATION”—“INSULT”—JUSTIFICATION—EVIDENCE OF WHEN ADMISSIBLE—PRESS LAW, ARTICLES 18, 20, 23 AND 24—ADDITION OF COUNT TO INFORMATION—OMISSION TO ASK ACCUSED IF THEY WISHED TO MAKE STATEMENT—IRREGULARITY—CYPRUS COURTS OF JUSTICE ORDER, SECTION 124 AND 145.

Article 18 of the Press Law of 1865 defines two offences, “defamation” and “insult,” and Article 23 provides that where a person has defamed a Government Official by attributing to him acts done in his official capacity, proof that such acts have in fact been committed, as alleged, shall free the person charged with defamation from liability to punishment.

The defendants having written and published of the prosecutor, a Government Official, amongst other things, that he was guilty of unseemly conduct without alleging any specific instances, and also that he used indecent and unseemly language, tendered evidence on their trial with the view of showing that these statements were true: HELD that the evidence was inadmissible.

An omission by the Court at a trial by information to ask the accused person, at the close of the case for the prosecution, whether he wishes to make a statement in a case where he is defended by an advocate who makes a defence and calls witnesses, is not such an irregularity as prejudices the accused in his defence and entitles him to have his conviction set aside.

The defendants were tried before the District Court of Nicosia on informations charging them with offences under Articles 20, 23 and 24 of the Ottoman Press Law and offences under Articles 213 and 214 of the Ottoman Penal Code.