

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

ASINETTA HADJI GEORGI

*Plaintiff,**v.*

HADJI GEORGI BRUTSO

*Defendant.*BOVILL,  
C.J.  
&  
SMITH, J.  
1887.

Feb. 18.

CONTRACT FOR SALE OF IMMOVEABLE PROPERTY—SALE NOT COMPLETED BY REGISTRATION—RIGHT OF VENDEE TO DEMAND RETURN OF PURCHASE MONEY—OCCUPATION WITHOUT DISTURBANCE.

The defendant entered into a contract to sell certain immoveable property to the plaintiff, who paid the purchase money and entered into and remained in occupation of the property without any interference on the part of the defendant. The sale was not perfected by registration.

HELD : (Reversing the decision of the District Court) that the plaintiff was not entitled to maintain an action calling upon the defendant either to cause the property to be registered in her name or to return the purchase money.

APPEAL from the District Court of Larnaca.

The plaintiff's claim was that the defendant should cause certain properties to be registered in her name or return the purchase monies she had paid him for them.

It appeared that the defendant in the year 1884 or 1885 contracted to sell to the plaintiff the properties for a sum of money the receipt whereof he acknowledged in the contract. The properties were not registered in the plaintiff's name, but she had enjoyed the use of the properties without any interference on the part of the defendant down to the time when the action was brought.

The District Court gave judgment for the plaintiff.

The defendant appealed.

*Pascal Constantinides*, for the appellant : The plaintiff has no right to maintain this action. The transfer of the properties was never carried out, but the defendant put the plaintiff in possession and has never interfered with her. She obtained all that she bargained for, and she has no right either to call upon my client to register the property in her name, or to return her the money. If she were seeking to recover possession of the property the case might be different.

*Nicola Georgiades*, for the respondent : Since the judgment the parties have entered into an arrangement by which the defendant agrees to take back the property and repay the money.

*Judgment* : We have nothing to do with any arrangement the parties have made since the judgment was given in the District Court. The appeal is made from that judgment, and we have to decide whether the District Court was

BOVILL, C.J. & SMITH, J. justified on the facts proved before it, in giving judgment for the plaintiff. We have often decided that under contracts of this nature, private contracts as they are called, unaccompanied with registration, the vendee only acquires the right to be protected against the vendor until he repays the purchase money. The plaintiff obtains the right to occupy this property, and until she is disturbed in that right by the vendor she has no right to come into Court at all. She was not obliged to pay her purchase money until the vendor had caused the property to be registered in her name, but having done so she must take the consequences. So long as the defendant allowed her to remain in peaceful occupation, she had no right to claim anything more and we think her action should be dismissed.

ASINETTA  
HADJI  
GEORGI  
v.  
HADJI  
GEORGI  
BRUTSO.

*Appeal allowed.*

BOVILL, C.J. & SMITH, J. 1888.  
Feb. 19.

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

CHRISTINOU STAVRINO YANNI *Plaintiff,*

*v.*

THE QUEEN'S ADVOCATE *Defendant.*

IMMOVEABLE PROPERTY—SALE NOT COMPLETED BY REGISTRATION  
—REVERSION OF PROPERTY TO STATE—RIGHTS OF PURCHASER  
—DEBT—“SUCCESSION.”

M. purported to sell to the plaintiff certain immoveable property of which she took possession, but the sale was not perfected by registration in her name. M. having died without heirs the property was taken possession of by the Government as having reverted to the State.

In an action brought by the plaintiff against the Government claiming either to be registered as the owner of the property or that the Government should pay to her the purchase money she had paid to M. HELD that the claim of the plaintiff to be registered could not be maintained; that the reversion of the property to the State did not constitute the Government liable for the payment of the debts of M. and that under the circumstances of the case the payment of the purchase money by the plaintiff for property which she failed to cause to be registered in her name and which subsequently reverted to the State did not constitute any debt.

APPEAL from the District Court of Limassol.

By a contract of sale dated November 12th-24th, 1882, Michail Mavro of Monagri, purported to sell certain Mulk and Arazié mirié property to the plaintiff for the sum of £33 16s., which sum the document recited had been received in full by the vendor. After this document was executed the plaintiff entered into possession of the property. No transfer by registration of the property in the plaintiff's