

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

name ever took place. In September, 1885, Michail Mavro died leaving no heirs ascertainable and the Government took possession of his estate. The plaintiff now sued the Queen's Advocate as representing the Government claiming either that the said property should be ordered to be registered in her name or that the purchase money should be repaid to her. The District Court gave judgment for the amount claimed as a debt.

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—

The defendant appealed.

The appellant in person: The writ discloses no cause of action. It is a mistake to speak of the Government as a "successor." Property reverts to Government in default of heirs. No sale took place, and no money was in fact paid. Even if money was paid by the respondent, and assuming the Government is liable to pay debts out of a reversion, there is no debt here. Up to the moment of Michail Mavro's death there was no debt, how then can the Government have succeeded to his debt?

Caremphylaki, for the respondent: The Queen's Advocate says the Government is not an heir, but Government becomes an heir by legal fiction and is liable for debts by the general legal principle that there is no right without responsibility.

Judgment: We are of opinion that this appeal must be allowed. In this case the facts are undisputed. The respondent entered into an agreement by which she purported to purchase property from a person now deceased, and subsequently considered herself, and the vendor treated her, as the owner of it. This property remained registered in the name of the vendor who is reputed to have died without heirs and the Government has taken possession of his estate. The respondent now says that she is entitled either to have the property so purchased registered in her name, or to be repaid the money which she alleges she paid to the vendor for the purchase of it. As regards the right of the respondent to have the property registered in her name, it has been many times decided by this Court that informal sales of land cannot be regarded. To complete a sale of land the law requires registration. If it were possible for a vendor to confer a benefit on a purchaser which the law says shall only be conferred by registration, then the law becomes a dead letter. As to Arazí Mirí we have never had any doubt, and on looking into the law as regards Mulk we find, in a law dated 29 Rejeb, 1291, (Destour, Vol. III., p. 447), that it is forbidden for a person to hold Mulk without kochans, and Article II. lays down special formalities to be followed for the sale of Mulk property. The law therefore appears to be as clear about

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the sale of Mulk as it is about Arazié Mirié. The respondent has no kochan, and it is quite impossible that she should get one, and therefore she has no right to have the property registered in her name. With regard to the plaintiff's claim to be repaid the amount of the purchase money, we are of opinion that the fact that this property reverted to the State as Mahlul does not constitute the Government the successor to the deceased Michail and responsible for his debt. It appears to us that in this case it would be difficult to hold, that the fact that the respondent paid money for the possession of this property can be said to constitute a debt. As long as the person to whom she paid the money was alive, there was no debt due by him, and as long as the respondent had possession of the property she had everything she could acquire under such an agreement. The highest value we have ever given to these informal sales is, that we have held that the vendor should not be allowed to disturb the purchaser unless he returns the purchase money. This decision may seem hard on the respondent but she could have protected herself by getting registration when she paid her money.

Appeal allowed.

BOVILL,
C.J.
&
SMITH, J.
1888.
—
March 31.

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

AHMET HOULOSSI MOUHASSEBEDJI
OF EVKAF *Plaintiff,*

v.

YANCO APOSTOLLIDES, ZOITZA
FRANCOUDI AND EVANTHIA
GLYKYS *Defendants.*

VAKOUF—IDJARETEIN CHIFTLIK—SALES THROUGH DEFTER KHANE
OF PORTIONS OF CHIFTLIK—APPOINTMENT OF IDJARE—CON-
SENT OF THE EVKAF.

The grantees of an Idjaretein Chiftlik cannot free themselves from their liabilities to pay the entire Idjaré by alienating portions of the lands of the Chiftlik without the consent of the Evkaf.

APPEAL from the District Court of Limassol.

Claim by the plaintiff for five years' Idjaré of Colossi Chiftlik held by the defendants under a grant in perpetuity from the Evkaf authorities so long as the said Idjaré is paid. The action as against Evanthia was withdrawn. The other defendants alleged that they had alienated portions of the chiftlik to certain third parties, and contended that those persons were responsible for so much of the Idjaré claimed, as would be attributable to the land purchased by them.