

SMITH, a judgment debtor were claimed by a man who said that they had been pledged to him. Two objections were raised to his claim, (1) that the animals had never been delivered to him, and (2) that the transaction was fraudulent. It is quite clear under Article 706 of the Mejjellé that the contract of pledge is not complete without delivery. The Court decided against the claimant, either on that ground or because the transaction was a fraudulent one, entered into to defeat the rights of creditors.

For the reasons we have given above, we are of opinion that the claimant in this case has made out his title to the animals, and we must reverse the order of the District Court and direct that the animals be handed over to him.

*Appeal allowed.*

SMITH,  
ACTING C.J.  
&  
TEMPLER,  
ACTING J.  
1891.  
July 23.

[SMITH, ACTING C.J. AND TEMPLER, ACTING J.]

CONSTANDINO DIANELLO *Plaintiff,*

*v.*

KYRILLOS PAPADOPOULOS AS  
BISHOP OF KYRENIA *Defendant.*

CONTRACT BY BISHOP—RESPONSIBILITY OF PROPERTY OF SEE—  
ASSENT OF ARCHBISHOP TO CONTRACT—VOLUNTARY SUB-  
SCRIPTIONS.

C., a bishop, promised certain subscriptions to a school, raising the money for that purpose by giving a bond, the payment of which was guaranteed by the plaintiff. C. died, and the plaintiff, having been compelled to pay the bond, brought an action against the defendant who had succeeded C. in the bishopric.

**HELD:** That the debt not having been incurred by C. for the necessities of the See, the defendant was not liable to pay the debt out of the income of the See.

APPEAL from the District Court of Nicosia.

The plaintiff sued to recover monies paid by him as guarantor of a bond given by Chrysanthos, late Bishop of Kyrenia, deceased, to the Anglo-Egyptian bank.

The late Bishop of Kyrenia in order to pay certain subscriptions promised by his predecessor and himself to the school at Nicosia, borrowed monies from the bank,

the repayment of which was guaranteed by the plaintiff. He now sought to recover these monies from the present defendant on the ground that the debt was a debt of the See of Kyrenia. The defence was, that the bishop could not borrow monies so as to make the property of the See answerable for the debt without the assent of the Archbishop and an extract from the codex of the Archbishop was put in evidence to show that this was the rule of the Church.

The District Court dismissed the action on this ground. The plaintiff appealed.

*Diran Augustin*, for the appellant : Immemorial custom obliges bishops to subscribe to schools, and the debt in this case was one for which the property of the See of Kyrenia is answerable. There is no law which justifies the judgment of the District Court on the ground on which it was given. The extract of the codex of the Archbishop has no binding force on the Court. The point has already been decided by this Court in *Christofaki Androniko v. The Egoumenos of Chrysioreatissa*, 27 February, 1886, (not reported).

*The Queen's Advocate* : The case cited is distinguishable, inasmuch as the bonds there sued on, purported to be given to secure monies borrowed for the needs of the See, and there was no evidence and no suggestion that the monies were not so borrowed. The defendant said, that by custom the consent of the Archbishop was necessary, but did not support this contention by reference to any law. I cannot contend that the codex of the Archbishop has any binding effect on the Courts : but I contend that subscriptions to schools are purely voluntary matters for which the property of the See cannot be made answerable. The plaintiff's remedy is against the personal representatives of Chrysanthos.

A bishop has a life interest only in the income of the See, and cannot, under any circumstances, enter into contracts which will bind his successor.

*Judgment* : We think that this appeal must be dismissed. We do not agree with the opinion of the District Court that a bishop cannot bind the property of the See by contracts entered into by him unless he obtains the authority of the Archbishop. Neither are we inclined to go so

SMITH,  
ACTING C.J.  
&  
TEMPLER,  
ACTING J.  
—  
CONSTAN-  
DINO  
DIANELLO  
v.  
KYRILLOS  
PAFADOPOU  
LOS AS  
BISHOP OF  
KYRENIA

July 26.

SMITH, far as the Queen's Advocate, and say that a bishop is  
 ACTING C.J. unable to make the property of the See answerable in the  
 & hands of his successor for contracts he may have entered  
 TEMPLER, into. If, for instance, a man had been employed to repair  
 ACTING J. the bishop's place, there seems to be no reason why after  
 ——— the death of the bishop, his successor should take the  
 CONSTAN- benefit of the work that had been done, without being  
 DINO under any obligation to pay for it. It is, however, not  
 DIANELLO necessary to give any decision on these points in the present  
 v. case, because it appears to us that the subscriptions pro-  
 KYRILLOS mised by the late bishop Chrysanthos to the school at  
 PAPAODOPOU. Nicosia cannot be regarded in any way as obligations on  
 LOS AS the See. They were purely personal matters for which  
 BISHOP OF the property of the See cannot be made answerable.  
 KYRENIA

*Appeal dismissed.*

SMITH,  
 ACTING C.J.  
 &  
 TEMPLER,  
 ACTING J.  
 1891.  
 July 25.

[SMITH, ACTING C.J. AND TEMPLER, ACTING J.]

HADJI AGGELI HADJI MARKOU *Plaintiff,*

*v.*

THE HEIRS OF OMER DAI SULEIMAN *Defendants.*

*Ex parte* TOSSOUMZADE MEHMET.

EXECUTION—IMMOVEABLE PROPERTY CHARGED WITH PAYMENT OF  
 JUDGMENT DEBT—SALE AT INSTANCE OF ANOTHER CREDITOR  
 —LIEN ON MONIES IN COURT—CIVIL PROCEDURE AMENDMENT  
 LAW, 1885, SECTIONS 13, 14 AND 15.

A judgment creditor who has charged the immovable property of his debtor with the payment of the judgment debt, in accordance with the provisions of Section 13 of the Civil Procedure Amendment Law, 1885, has no lien on the purchase monies arising from the sale of the same property which has been sold in execution of a judgment at the instance of another judgment creditor of the debtor: but the land remains charged with the payment of his judgment debt.

APPEAL of Tossoumzade Mehmet from an order of the District Court of Larnaca, dismissing an application of Tossoumzade Mehmet to have certain monies arising from the sale of immovable property of the defendants, which had been sold in execution of the judgment, paid out to him.