far as practicable be applied by the Judge to the adjudication of such cases "—that is to say—election petitions.

The adjudication of the cause includes the adjudication of the costs incidental to it.

In the taxation of the costs the English law and regulations are to be applied in principle and " so far as practicable."

Sec. 44 of the English Act of 1883 (which is the material section) does not say that the English High Court scale is to be followed in all particulars. It says that the costs allowed are not to exceed the maximum prescribed by that scale.

The taxing officer, acting on the principles of the English law and regulations and applying that law and those regulations " as far as practicable," has taxed this bill of costs.

I see nothing wrong in his decision.

In considering what amount of costs may be allowed, he may take into consideration the local circumstances. He may look at the Cyprus scale of costs for his guidance, although it does not bind him.

In each instance the taxing officer must be guided by the circumstances of the case.

The appeal and cross appeal are both dismissed. No order as to costs.

Appeal and cross appeal dismissed.

[TYSER, C.J. AND BERTRAM, J.]

TYSER, C.J. & BERTRAM, J.
1907
July 18

PANAYI KALAVA, *Plaintiff*,

v.

GEORGIOS BASSILIOU AND G. CH. IOANNIDES, *Defendants.*

ACKNOWLEDGMENT GIVEN IN PURSUANCE OF A CONSPIRACY TO BREAK THE LAW—EX TURPI CAUSA NON ORITUR ACTIO—MEJELLE, ART. 1610.

The Courts will not enforce an acknowledgment of debt (deyn senned) given in pursuance of a conspiracy to break the law.

Appeal from the District Court of Kyrenia.

The action was brought by the Plaintiff upon a document signed by the Defendant, acknowledging an obligation to pay the sum of £500 with interest.

The substantial defence raised at the issues was that the document was void, as having been given for an unlawful purpose. " It was given for " the transport and sale of antiquities, which have been got by unlawful " excavation, and the exportation of such antiquities is prohibited."

TYSER, C.J. & BERTRAM, J.

PANAYI KALAVA v. GEORGIOS BASSILIOU AND G. CH. IOANNIDES

The Defendant Ioannides being abroad and not having been served, the Court directed the action to proceed against the Defendant Bassiliou separately.

It appeared from the evidence that the document was given as a result of an arrangement between the Plaintiff, his brother, the Defendant Bassiliou, a man called Nicola Kalavas and others with reference to certain antiquities which as the result of certain unauthorised excavations had been discovered in the neighbourhood of the monastery of Acheropito. The articles in question were enumerated by the Defendant as follows:—

(1) A crown with 40 golden leaves.
(2) Two golden bracelets in shape of serpents.
(3) Two golden anklets.
(4) One ear-ring.
(5) One fillet (*ταινία*) with two golden chains at the end.

The arrangement was that the Defendant Bassiliou was to receive the antiquities, export them secretly, and realise them abroad. He was to receive one-third of the price, and was to account for the remainder, the document being taken as a security for this purpose. As a matter of fact the articles never reached the Defendant but were exported and realised through another channel.

The Plaintiff wholly denied the version of the transaction and swore that the document was given in the ordinary course of business.

The Court found that the document was given in pursuance of a conspiracy to commit offences against the Antiquities Law, 1905, and dismissed the action without costs.

The Plaintiff appealed.

Theodotou for the Appellant.

Even assuming that the finding of the Court below is correct it furnishes no answer to the Plaintiff's case. The maxim *ex turpi causa non oritur actio* is unknown to the Turkish law.

At any rate the Defendant cannot himself raise the plea. *Nemo allegans turpitudinem suam est audiendus.*

The Defendant is bound by his own acknowledgment. Mejellé, Art. 1610.

Pascal Constantinides, for the Respondent, was not called upon.

Judgment: CHIEF JUSTICE: The answer to Mr. Theodotou's argument is that as an agreement this document never had any real existence. It was void *ab initio.* The principles governing this question were settled in England long ago by the judgment of Lord Chief Justice Wilmot in *Collins* v. *Blantern* (1767) 1. S.L.C., 398. "We are all of opinion that the bond is void *ab initio*, by the common law, by the civil law, moral law, and all laws whatever . . . . This is a contract to tempt a man to transgress the law, to do that which is void by the common law, and the reason why the common law says such contracts are void is for the public good. *You shall not stipulate for iniquity.* All writers upon our law

agree in this, no polluted hand shall touch the pure fountain of justice. Whoever is a party to an unlawful contract, if he shall once have paid the money stipulated to be paid in pursuance thereof, he shall not have the help of a Court to fetch it back again. You shall not have a right of action when you come into a Court of Justice in this unclean manner to recover it back. *Procul, O procul este profani.*"

We are clearly of opinion that the principles here enunciated are part of the law of the country.

The appeal is dismissed with costs.

BERTRAM, J., concurred.

Appeal dismissed.

[TYSER, C.J. AND BERTRAM, J.]

TYSER, C.J & BERTRAM J.
1907
July 19

AHMED HAJI HUSSEIN OF NICOSIA AND OTHERS (HEIRS OF HAJI HUSSEIN AGHA MEHMED BAKALBASHI, DECEASED) *Plaintiffs,*

v.

AHMED BESSIM EFFENDI HAJI HUSSEIN OF NICOSIA AND OTHERS (HEIRS OF HAJI HUSSEIN AGHA MEHMED BAKALBASHI, DECEASED), *Defendants.*

EX-PARTE MUSTAFA SHEFKI EFFENDI HAJI HUSSEIN.

PRACTICE—ORDER XVIII., RULE 6—ATTACHMENT OF DEBTS—ORDER XX., RULE 2—"FINAL ORDER AFFECTING INTERESTS"—EX-PARTE APPLICATION —FINAL JUDGMENT—JOINT JUDGMENTS AGAINST TWO DEFENDANTS— APPORTIONMENT.

A judgment may be a final judgment even though only part of it consists of a final order, and the remainder gives directions as to matters to be worked out in subsequent proceedings.

Execution may be based separately upon so much of a judgment as consists of a final order for the payment of money.

An order attaching a debt due to a judgment debtor is not "a final order affecting his interests" within the meaning of Order XX., rule 2, and may be made ex-parte.

The effect of a judgment against two debtors jointly is that each of them is liable to pay the whole amount, and execution can be issued against either accordingly.

This was an appeal from a judgment of the District Court of Nicosia dismissing an application by one of the Defendants to set aside an order for the attachment of a certain debt to satisfy the judgment in the above case made *ex-parte* by Mitzis, J.

The original action was concerned with various matters arising out of the administration of the estate of Haji Hussein Agha Mehmed Bakalbashi, deceased. On the 5th January, 1907, the Court delivered a judgment, which was subsequently duly entered, in the following form:—