

“ But for the issue of this sentence it is necessary that her being deceived by the promise of marriage be either confessed by the man, or proved by the party (taraf) of the girl.”

It is not merely the promise, but the seduction by means of the promise that must be admitted or proved. Here the promise was admitted and the seduction denied, and in such a case it is obvious that (assuming that these words have any special significance) the difference between the two translations may be very material.

The appeal is dismissed with costs.

*Appeal dismissed.*

BERTRAM,  
ACTING C.J.  
&  
HOLMES,  
ACTING J.  
}  
REX  
v.  
GEORGH  
COSTI KOU-  
LOUMBRIDES

[BERTRAM, ACTING C.J. AND HOLMES, ACTING J.]

KYRIAKO A. LEFKARIDI, *Plaintiff,*  
v.  
LEONTARI GEORGIYOU AND ZOITZA HAJI ANDREA,  
*Defendants.*

BERTRAM,  
ACTING C.J.  
&  
HOLMES,  
ACTING J.  
1908  
}  
*July 7*

IMMOVABLE PROPERTY—REGISTRATION—QOCHAN—ADDITIONS TO VINEYARDS  
AFTER REGISTRATION.

A certain property was registered as a vineyard, there being a separate Arazi Mirie registration in the name of the same owner for the site on part of which the vines were planted. After the registration the owner planted additional vines on the same site. Subsequently the vineyard as registered was sold by order of the Court in execution of a judgment.

HELD: That the purchaser acquired the additional vines planted after the registration, as well as those which existed before the registration.

*Macario Hieromonacho v. Longinos Haji Christodoulo* (1905) 7 C.L.R., 9, followed.

This was an appeal by the Defendants from the judgment of the District Court of Larnaca.

The claim in the writ was to restrain the Defendants from interfering with eight donums of vineyard purchased by the Plaintiff at an auction sale.

The Defendants justified the alleged trespass under the leave and license of one Gabriel Georgiades, whom they maintained to be the purchaser under a previous auction sale.

Both sales were made upon the basis of old Yoklama registrations, in the name of the female Defendant.

It is not necessary to set out the facts of the case, which were of some complication.

It is sufficient to say that after a careful consideration of all the papers, the Supreme Court came to the conclusion stated in the

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judgment, viz.: that both registrations referred to the same site, the one being an Arazi Mirie registration of the land, the other a Mulk registration of the vineyard planted upon part of it.

It appeared however that since the date of the latter registration, the area of the vineyard had been extended by the planting of additional trees, and the effect of this was the principal point considered in the judgment.

The District Court decided that the qochan of the Plaintiff comprised the vineyard in dispute. They directed an amendment of the boundaries of the Plaintiff's qochan and issued an injunction restraining the Defendants from interfering with the vineyard comprised in the qochan so amended.

The Defendants appealed.

The Defendant Leontari Georgiou in person.  
*Chacalli* for the Respondent.

The Court dismissed the appeal.

*Judgment:* The following judgment was read by Holmes, Acting J.

We have carefully examined all the Land Registry Office papers in this case and we have come to the conclusion that in spite of the differences in the description as disclosed by the two registrations, both registrations refer to the same property. The first is an Arazi Mirie registration of the field comprised within the boundary wall referred to in the evidence. The second is a mulk registration of the vines on this site.

We are inclined to think that the explanation of the differences in the description is that the two Yoklama registrations were made from different centres, and that thus independent descriptions of the properties were compiled from different points of view.

It would therefore appear that what Gabriel Georgiades acquired by his purchase at the auction of 29th August, 1901, was the Arazi Mirie site. Whether what he acquired has any real separate existence, or whether it can be of any use to him are questions which we are not called upon to decide in this case. (See *Gavrilides v. Haji Kyriako and others* (1898) 4 C.L.R., 84.)

It also appears that what the Plaintiff acquired by his purchase of 8th October, 1901, was the vineyard planted upon this site as described in the second registration, and that he is entitled to an injunction restraining the Defendants from interfering with this vineyard.

But we have a further question to decide, which is this.

At the date of the Yoklama registration only a portion of the trees now on the site had been planted. The remainder have been planted since that registration by the Defendant Leontari Georgiou, and in view of the relationship between the Defendants we may take it that he planted them on behalf of his wife.

The question we have to decide is whether Zoitza's Yoklama registration for eight donums of vineyard includes the vineyard in dispute, *i.e.*, not only that part on which vines were growing at the date of the registration but the additions planted after the date of registration by Defendant Leontari.

In the case of *Macario Hieromonacho v. Longinos Haji Christodoulo and another* (1905) 7 C.L.R., 9, a registered owner for a one-roomed house and yard, added to the house a room and verandah without making any alteration in the registration and subsequently mortgaged the house. In the mortgage the property was described as a house and yard and the quantity as one room. The property was sold by the mortgagee and bought by the Plaintiff and the same description was inserted in the auction bill and the Plaintiff's qochan and the Court held that the Plaintiff's qochan covered the new room and verandah.

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The rule laid down by Tyser, J., in that case was as follows:—

1. If the property is properly identified by statement of its kind and the number of objects of that kind and its boundaries, inaccuracy as to the quantity of one or all of those objects does not prevent the registration being good for the property so identified, whether the quantity described is greater or less than the true quantity of such object.
2. If the quantity of the property is increased or diminished by alterations subsequent to the registration, as long as the property is the same as the property registered as regards kind and number of things of that kind, and the boundaries are not altered, the registration is sufficient to cover the additions and alterations, unless such additions and alterations are separately registered.

To apply this principle to the present case—the vineyard comprised in the second registration has been clearly identified as being the one in dispute, growing within the field sold to Gabriel Georgiades in 1901. And though the extended part (added afterwards by Zoitza's husband) did not exist at the time of the Yoklama registration, it was there when the interest of Zoitza in the said eight donums of vineyard was sold in 1901 to Plaintiff and we are of opinion that the whole vineyard as it now exists is covered by the registration and passes to Plaintiff.

We think the decision of the District Court was correct in ordering the amendment of boundaries in Plaintiff's qochan so as to include the whole of the vineyard in dispute.

The appeal must therefore be dismissed with costs.

*Appeal dismissed.*