

FOURTH SCHEDULE.

(SECTION 38.)

REPEALS.

Short title.	Extent of repeal.
The Seditious Publications Law, 1921	Section 4.
The Books Registration Law, 1887	The whole Law.
The Turkish Press Law of 2 Shaban, 1281	The whole Law.
The appendix to the Turkish Press Law of 10 Shaban, 1292	The whole Law.
The Turkish Law for the Printing of Books of 8 Rejeb, 1289 ..	The whole Law.
The appendix to the Turkish Law for the Printing of Books of 20 Safer, 1292	The whole Law.
The Turkish Law for Printing Offices of 20 Jemaziul Akhir, 1273	The whole Law.

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No. 24 OF 1930.

TO AMEND AND CONSOLIDATE THE LAW RELATING TO CONTRACT.

A.D. 1930.

H. HENNIKER-HEATON.]

[May 23, 1930.]

24 of 1930.

BE it enacted :—

PART I.

PRELIMINARY.

1. This Law may be cited as the Contract Law, 1930.

Short title.

2.—(1) This Law shall be interpreted in accordance with the principles of legal interpretation obtaining in England, and expressions used in it shall be presumed, so far as is consistent with their context, and except as may be otherwise expressly provided, to be used with the meaning attaching to them in English Law and shall be construed in accordance therewith.

General rule of construction of Law.

(2) In this Law the following words and expressions are used in the following senses, unless a contrary intention appears from the context :—

Interpretation.

(a) When one person signifies to another his willingness to do or to abstain from doing anything, with a view to obtaining the assent of that other to such act or abstinence, he is said to make a proposal ;

(b) When the person to whom the proposal is made signifies his assent thereto, the proposal is said to be accepted. A proposal, when accepted, becomes a promise ;

(c) The person making the proposal is called the "promisor," and the person accepting the proposal is called the "promisee" ;

(d) When, at the desire of the promisor, the promisee or any other person has done or abstained from doing, or does or abstains from doing, or promises to do or to abstain from doing, something, such act or abstinence or promise is called a consideration for the promise ;

(e) Every promise and every set of promises, forming the consideration for each other, is an agreement ;

(f) Promises which form the consideration or part of the consideration for each other are called reciprocal promises ;

(g) An agreement not enforceable by law is said to be void ;

(h) An agreement enforceable by law is a contract ;

(i) An agreement which is enforceable by law at the option of one or more of the parties thereto, but not at the option of the other or others, is a voidable contract ;

(j) A contract which ceases to be enforceable by law becomes void when it ceases to be enforceable.

(3) "Representatives" means the persons who by operation of law succeed to the property of a deceased person.

PART II.

OF THE COMMUNICATION, ACCEPTANCE AND REVOCATION OF PROPOSALS.

Communi-
cation,
acceptance
and revo-
cation of
proposals.

3. The communication of proposals, the acceptance of proposals, and the revocation of proposals and acceptances, respectively, are deemed to be made by any act or omission of the party proposing, accepting or revoking by which he intends to communicate such proposal, acceptance or revocation, or which has the effect of communicating it.

Communi-
cation, when
complete.

4.—(1) The communication of a proposal is complete when it comes to the knowledge of the person to whom it is made,

(2) The communication of an acceptance is complete—

(i.) as against the proposer, when it is put in a course of transmission to him, so as to be out of the power of the acceptor ;

(ii.) as against the acceptor, when it comes to the knowledge of the proposer.

(3) The communication of a revocation is complete—

(i.) as against the person who makes it, when it is put into a course of transmission to the person to whom it is made, so as to be out of the power of the person who makes it ;

(ii.) as against the person to whom it is made, when it comes to his knowledge.

5. A proposal may be revoked at any time before the communication of its acceptance is complete as against the proposer, but not afterwards. Revocation of proposals and acceptances.

An acceptance may be revoked at any time before the communication of the acceptance is complete as against the acceptor, but not afterwards.

6. A proposal is revoked—

(1) by the communication of notice of revocation by the proposer to the other party ;

(2) by the lapse of the time prescribed in such proposal for its acceptance, or, if no time is so prescribed, by the lapse of a reasonable time, without communication of the acceptance ;

(3) by the failure of the acceptor to fulfil a condition precedent to acceptance ; or

(4) by the death or insanity of the proposer, if the fact of his death or insanity comes to the knowledge of the acceptor before acceptance.

Revocation how made.

7. In order to convert a proposal into a promise, the acceptance must— Acceptance must be absolute.

(1) be absolute and unqualified ;

(2) be expressed in some usual and reasonable manner, unless the proposal prescribes the manner in which it is to be accepted. If the proposal prescribes a manner in which it is to be accepted, and the acceptance is not made in such manner, the proposer may, within a reasonable time after the acceptance is communicated to him, insist

that his proposal shall be accepted in the prescribed manner, and not otherwise ; but if he fails to do so, he accepts the acceptance.

Acceptance by performing conditions, or receiving consideration.

8. Performance of the conditions of a proposal, or the acceptance of any consideration for a reciprocal promise which may be offered with a proposal, is an acceptance of the proposal.

Promises, express and implied.

9. In so far as the proposal or acceptance of any promise is made in writing or in words, the promise is said to be express. In so far as such proposal or acceptance is made otherwise than in writing or in words, the promise is said to be implied.

PART III.

OF CONTRACTS, VOIDABLE CONTRACTS AND VOID AGREEMENTS.

What agreements are contracts.

10.—(1) All agreements are contracts if they are made by the free consent of parties competent to contract, for a lawful consideration and with a lawful object, and are not hereby expressly declared to be void, and may, subject to the provisions of this Law, be made in writing, or by word of mouth, or partly in writing and partly by word of mouth, or may be implied from the conduct of the parties.

Saving.

(2) Nothing herein contained shall affect any law in force in Cyprus, and not hereby expressly repealed, by which any contract is required to be made in writing or in the presence of witnesses, or any law relating to the registration of documents.

Who are competent to contract.

11. Every person is competent to contract who—

- (a) has attained the age of eighteen years ; and
- (b) is of sound mind ; and
- (c) is not disqualified from contracting by any law.

Provided that a married person shall not be deemed to be incompetent to contract merely because such person has not attained the age of eighteen years.

What is a sound mind for the purposes of contracting.

12. A person is said to be of sound mind for the purpose of making a contract if, at the time when he makes it, he is capable of understanding it and of forming a rational judgment as to its effect upon his interests.

A person who is usually of unsound mind, but occasionally of sound mind, may make a contract when he is of sound mind.

A person who is usually of sound mind, but occasionally of unsound mind, may not make a contract when he is of unsound mind.

13. Two or more persons are said to consent when they agree upon the same thing in the same sense. “Consent”
defined.

14. Consent is said to be free when it is not caused by— “Free
consent”
defined.

- (a) coercion, as defined in section 15 ; or
- (b) undue influence, as defined in section 16 ; or
- (c) fraud, as defined in section 17 ; or
- (d) misrepresentation, as defined in section 18 ; or
- (e) mistake subject to the provisions of sections 20, 21 and 22.

Consent is said to be so caused when it would not have been given but for the existence of such coercion, undue influence, fraud, misrepresentation or mistake.

15.—(1) “Coercion” is the committing or threatening to commit, any act forbidden by the Cyprus Criminal Code Order in Council, 1928, or any amendment thereof, or the unlawful detaining, or threatening to detain, any property, to the prejudice of any person whatever, with the intention of causing any person to enter into an agreement. “Coercion”
defined.

(2) It is immaterial whether the Cyprus Criminal Code Order in Council, 1928, or any amendment thereof, is or is not in force in the place where the coercion is employed.

16.—(1) A contract is said to be induced by “undue influence” where the relations subsisting between the parties are such that one of the parties is in a position to dominate the will of the other and uses that position to obtain an unfair advantage over the other. “Undue
influence”
defined.

(2) In particular and without prejudice to the generality of the foregoing principle, a person is deemed to be in a position to dominate the will of another—

(a) where he holds a real or apparent authority over the other, or where he stands in a fiduciary relation to the other ; or

(b) where he makes a contract with a person whose mental capacity is temporarily or permanently affected by reason of age, illness, or mental or bodily distress.