[BELCHER, C.J., DICKINSON AND SERTSIOS, JJ.]

POLICE

v.

MERYEM HALAYIK MEHMED.

Criminal Law—Woman knowingly living on the earnings of prostitution : aiding or abetting—Cyprus Criminal Code, Clauses 150 (1) (*a*) *and* 151.

Appellant who had been an ex-brothel proprietor used to call to her house two prostitutes who paid her for the accommodation supplied a definite proportion of their earnings as prostitutes in appellant's house.

Held : Appellant's conduct did not amount to the offence of knowingly living on the earnings of prostitution, or aiding or abetting prostitution.

Appellant in person.

Pavlides, Crown Counsel, for Police.

The judgment of the Court was delivered by the Chief Justice.

JUDGMENT :—

BELCHER, C.J. : This is the first case brought under part 16 of the Criminal Code which has come before us and we feel great responsibility as well as some difficulty in interpreting the words of the Section.

The first charge is of knowingly living on the earnings of prostitution under Section 150 (1) (*a*). That section reproduces with a single alteration the provision of Section 1 (1) (*a*) of the Vagrancy Act of 1898. The alteration consists in the striking out or omission from the Cyprus Law of the word " male " which appears in the English one, so that a female who commits the offence is liable in Cyprus as a male would be in England. The nature of the offence is not by the words altered.

Now we have to look at the evidence here, and I shall assume that such evidence as there is is in itself satisfactory evidence of the facts sworn to.

The evidence is that the appellant having been a brothel proprietor used to call to her house two independent prostitutes and that they paid her, for the accommodation supplied, a definite proportion of their immoral earnings.

The offence under the English Law is that of a male person living wholly or in part on the earnings of prostitution, and the nature of the evidence required to prove it as laid down in *Archbold*, 25th ed., p. 999, shows what class of offence is aimed at. It has to be proved in England that the prostitute paid the rent of the rooms where they both lived, or paid for his food or drinks, or gave him money or made other presents to him of a like character, the idea of

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business or contractual relationship being excluded. What is aimed at is what is known in England as a " bully " and in France as a " souteneur." The word " living on " has a peculiar connotation. If, as I think, we are bound to hold that the offence itself is not altered, but only the class of potential offenders is widened, we must ask ourselves if this woman is in the position, with regard to these prostitutes, of what might be termed a " souteneuse." No doubt such a case might arise. A mother may be living on the earnings of her daughter, or an elder sister on the earnings of her younger sister; any woman in fact on the earnings of another. But we think something different from the business connection here disclosed is in fact required to constitute the offence. We unanimously think this is not a case intended to be met by Section 150. It is not for us to define what possible circumstances might give rise to offences under this section, but it is enough to say this is not one of them.

The second charge is under Section 151, and may be stated shortly to be a charge of exercising control, direction or influence on a prostitute for the purpose of gain, so as to show that accused is abetting the prostitution of the prostitute with anybody or generally. The immediately preceding Section 150 (3) shows that Section 151, in which the material words are the same, must relate to the same general circumstances as are aimed at in Section 150 (1), that is one person's living on another's prostitution, though they constitute a different offence from that dealt with in Section 150. It is clear that the mere abetting of a prostitute in her prostitution is not enough; that appears from Section 144, sub-section (1) of which makes the inference certain that the actual procuring of a prostitute to have carnal connection with some other person is no offence. If such procuring is no offence in itself, it is impossible that we should so interpret Section 151 as to make abetting in itself, without anything more, an offence. The offence, therefore, does not lie in the mere abetting but in the exercise of control, direction or influence which exhibits or carries with it abetting.

Now the facts proved here show nothing of control, nothing of direction; the question is that whether they show influence. What is the relation of these parties to each other? One had a house frequented by men, and the other two were practising prostitutes, and they resorted to the house of the former on account of its advantages as regards clientèle. There is nothing to show that the appellant did more than on as many occasions as arose, tell these women that she had customers for them, and invite them to her house, no doubt for the purpose of gain to herself, but they were quite independent of her: no connection or other permanent status is shown to have existed between them.

We find no English cases to show what " influence " means, in such a case, but because of the context we think there must be involved in the term something akin to the relationship existing between a male or female " souteneur " and the person for whom he or she lives. It would be impossible to hold that this woman was guilty of an offence under Section 151 without the implication that anyone who asks a prostitute to have connection with anybody else is also guilty of such offence, and that we have seen is not the Law.

The result is that the appellant, who was not allowed under the circumstances to withdraw her appeal, succeeds in it, and the conviction and sentence must be set aside.

Appeal allowed.

[BELCHER, C.J., DICKINSON AND LUCIE-SMITH, JJ.]

ALEKOS N. ZENON AND 6 OTHERS AS MEMBERS OF THE LATE SCHOOL COMMITTEE FOR THE TOWN OF LIMASSOL, AND ALSO PERSONALLY AS GUARANTORS (DEFENDANTS " B "). *Appellants,*

v.

THE BISHOP OF KITIUM AS PRESIDENT AND 8 OTHERS AS MEMBERS OF THE SCHOOL COMMITTEE OF LIMASSOL (DEFENDANTS " A ") AND

THE PEOPLE'S BANK, LIMASSOL, LTD. *Respondents.*

Contract—Powers of School Committee—Powers of borrowing—Education Laws of 1923, *Nos.* 32 *and* 33 *of* 1923—*Subrogation—Liability of individual members of Committee on their personal Guarantee—Warranty of Authority.*

The Town School Committee of Limassol in August, 1924, entered into an agreement in writing with the respondent, The People's Bank Limassol Ltd. to borrow upon overdraft up to £500. Seven members of this Committee signed the agreement also in their personal capacity as guarantors. The account was overdrawn for £363. 16*s.* 7*cp.*, of which £155 was used to pay teachers' salaries, and the balance represented losses in buying books for the pupils. In an action by the Bank against the members of the present School Committee, and also against the members of the previous Committee in their capacity as members of such Committee, and also against them personally as guarantors.

Held: (1) that the School Committee had no power to borrow money from the Bank;

(2) that the Bank was entitled to be subrogated to the creditors and recover that part of the loan used to pay teachers' salaries and similar debts, which it was within the powers of the Committee to contract;