CONSEIL DE L'EUROPE

COUNCIL OF EUROPE

COUR EUROPÉENNE DES DROITS DE L'HOMME
EUROPEAN COURT OF HUMAN RIGHTS

FIRST SECTION

DECISION

AS TO THE ADMISSIBILITY OF

Application no. 25907/02
by Søren TOPP
against Denmark

The European Court of Human Rights (First Section), sitting on 30 June 2005 as a Chamber composed of:

Mr C.L. ROZAKIS, *President*,
Mr L. LOUCAIDES,
Mrs F. TULKENS,
Mr P. LORENZEN,
Mrs N. VAJIĆ,
Mr D. SPIELMANN,
Mr S.E. JEBENS, *judges*,

and Mr S. QUESADA, *Deputy Section Registrar*,

Having regard to the above application lodged on 24 June 2005,

Having regard to the observations submitted by the respondent Government and the observations in reply submitted by the applicant,

Having deliberated, decides as follows:

THE FACTS

The applicant, Søren Topp, is a Danish national, who was born in 1921 and lives in Spain. The Government is represented by their Agent, Ms Nina Holst-Christensen of the Ministry of Justice.

A. Circumstances of the case

The facts of the case, as submitted by the parties, may be summarised as follows.

On 30 August 1989 the applicant made an offer to buy a house in Spain offered by a public receiver assisting the Probate Court in Nykøbing Falster *(Skifteretten i Nykøbing Falster)* in the winding up of the estate from a deceased person. The deceased and his widow had owned the house jointly. The sales price according to the purchase offer was 12 million pesetas (ESP) equal to 750,000 Danish kroner (DKK) or approximately 100,000 Euros (EUR). By letter of 29 September 1989 the public receiver accepted the applicant's offer. The following appear from the letter:

> " ... On behalf of the Probate Court I hereby accept your purchase offer on the following conditions:
>
> - that the transfer is made as at 1 October this year;
>
> - that the transfer is made without any liability for the estate, the Probate Court, the administrator or the heirs in respect of any kind of defects of fact or of law, including hidden defects, and so that you waive all remedies for breach;
>
> - that the sales price is deposited with Den Danske Bank A/S, Maribo branch by 15 October this year (after conversion into Danish kroner);
>
> - that you defray all costs in connection with conveyance, entries with public authorities, registration of title, etc.;
>
> - that you retain a Spanish attorney to carry out the said tasks who will undertake to co-operate with the Danish attorney of the estate on an ad hoc basis in relation to tasks in Spain.
>
> I enclose a copy of this letter which I ask you to sign and return to my office as your final acceptance of our agreement. Please state the name and address of your attorney and forward documentation for transfer of deposited funds to be released unconditionally to the estate represented by the Probate Court by 31 December this year.
>
> Finally, please note that the Danish attorney of the estate for completion of this matter will be the law firm K & M ...".

On 5 October 1989 the applicant signed and returned the letter of 29 September 1989.

By letter of 25 October 1989 he informed the administrator that due to vacation he had not yet deposited the payment for the property. He further explained that his Spanish attorney had informed him about the condition under Spanish legislation for obtaining a conveyance of a house when the seller is a deceased's estate. According to the applicant, the conditions that had to be satisfied for the applicant to carry out conveyancing were the following:

> 1) Payment must be effected simultaneously with conveyancing...
>
> 2) At conveyancing there must be a bank certificate proving that the sales price has been lawfully introduced into Spain.
>
> 3) Because the seller is a deceased's estate, various special approvals must have been obtained before conveyancing. Once item 3 is satisfied, an application must be submitted to the Spanish authorities for transfer of the sales price to Denmark ..."

Shortly thereafter the applicant moved into the house and restored it, although the formalities of the sale had not been concluded. It is unknown from whom he got the keys.

Subsequently, letters were exchanged on the one hand between the applicant or his Spanish lawyer and on the other hand a lawyer, JKM, from the said law firm K&M, or Spanish lawyers retained by the latter as to how and when to deposit the sales price.

At a meeting of creditors on 5 December 1991, the non-performed transfer of the property in Spain was discussed. The following appears from the records of the Probate Court:

> "...[the administrator] stated that due to various misunderstandings in the communications with Spain, the estate had previously been misinformed about the buyer's deposit at the sales price. The latter had not been deposited by the buyer. As it appeared from the correspondence produced, the attorney of [the applicant] had not succeeded in getting into contact with [the applicant]. The attorney had also stated that he did not want to disclose [the applicant's] address.
>
> The administrator recommended at the meeting of creditors that the estate should promptly cancel the agreement concluded and then attempt to sell the property to a third party, reserving the right to take legal actions against the buyer[i.e. the applicant]. The creditors present agreed to adopt the administrator's recommendation. It was left to the administrator to take further action, including examining the possibilities of legal actions against [the applicant] ..."

The applicant was not informed of the meeting or the cancellation of the agreement concluded.

On 4 October 1994 the creditors of the estate decided to abandon their rights in the property in Spain as it proved impossible to sell it. The following appears from the records of the Probate Court:

"... The administrator stated concerning the property of the estate in Spain that it was originally sold to [the applicant] at a sales price equal to DKK 750,000, which transaction had, however, been cancelled by the estate due to the buyer's breach. Pursuant to a recommendation from the creditors' committee, the estate has asked EM, attorney, to assist in realisation of the property in Spain, and a Spanish attorney has provided services in that respect. Recently, the Spanish attorney has been replaced so that it is now the Danish attorney, JH, practising in Spain, who assists the estate through the law firm of K& M. So far about DKK 100,000 has been spent on legal fees etc. in connection with the efforts to realise the property in Spain, and although an estimate of future legal fees for such realisation will be subject to a very large uncertainty, such further fees will probably amount to about DKK 100,000. Also, information has come to light that [the applicant] is occupying the property, and information that [the applicant] will hardly have financial means for taking over the property.

In the administrator's opinion there are now the following options concerning the property:

1) The original buyer [the applicant] should be approached and requested to pay the sales price within a fairly short time-limit, and negotiations should also be opened with [the applicant] concerning payment of further interest.

2) Another attempt should be made to sell the property on the free market.

3) An attempt should be made to sell the property by forced sale.

4) The estate should abandon the property.

The administrator stated in this connection that, if they opted for any one of options 1-3, the estate could hardly be closed within a short period... The Probate Court decided to abandon the property of the estate in Spain...".

By decision of 6 March 1995 the Probate Court wound up the estate, which proved insolvent. No appeal was lodged against the decision. Distribution to the creditors took place on 3 April 1995.

In the meantime, despite the fact that the creditors had accepted that the value of the deceased's share of the Spanish state be set to zero and that they renounce ownership to this share of the house, by letter of 2 March 1995 a Spanish attorney, SLF, colleague to the above mentioned attorney, JH, informed the applicant as follows:

"In my capacity as attorney for [the deceased'] heirs and the Probate Court I inform you that we are now able to complete the sale of the property which you are already occupying. Therefore, please contact our office between 10 a.m. and 2 p.m. to make further arrangements concerning the signing of the conveyance."

Approximately at the same time the applicant commenced a sale of the house to a person called O. However, a deed was never completed, since the applicant did not possess one himself.

Having learnt that the Probate Court in March 1995 had wound up the estate, on 21 June 1995 the applicant requested that it be re-opened and that

the public receiver went through with the sale of the house. In this connection he stated that he had occupied the property since 1989 when he had been given keys and a copy of the conveyance. In the alternative, the applicant claimed compensation for the loss he alleged having suffered.

At a court session held on 27 September 1995 in order that the Probate Court considered re-opening the estate, the administrator, the widow, three other heirs and their representative, the applicant and his representative(s) were present and heard. Subsequently, the case was adjoined in order that the law firm, K&M, commented on the case. This was done in a letter of 24 October 1995 in which the lawyer, JKM, informed the administrator that after a longer period abroad he had taken over the case again in the beginning of 1995 but that in that connection he had not been informed of the Probate Court's decision of 4 October 1994. Also, he had been given the erroneous opinion that the case of a potential sale to the applicant was to be re-opened.

At a court session on 28 November 1995, at which the applicant and his representative were present, the former withdrew his request for a re-opening of the estate in that he had problems with transferring the ESP 12 million from Spain to Denmark. Thus, the Probate Court terminated the proceedings and decided that each party pay their own costs.

Nevertheless, by a letter of 5 March 1996 to the Probate Court the applicant maintained that the sale of the property to him should be concluded in that allegedly the ESP 12 million could now be transferred. Following further correspondence between the applicant and the Probate Court, the latter decided to hold a meeting in order to re-consider whether or not to re-open the estate.

The meeting was held on 7 August 1996. The applicant, represented by a lawyer, stated that the sales price was deposited in a Spanish bank and could be transferred to the probate Court as soon as the deed was completed. However, in the meantime, another legal dispute had arisen, since on 24 May 1996, on the basis of the Spanish will, the widow of the deceased had acquired sole title to the part of the house that had belonged to the deceased as the other heirs had renounced their inheritance rights. Consequently, the Probate Court adjourned the case

By letter of 24 October 1996 to the applicant the Probate Court refused to re-open the estate stating as follows:

> "...On 27 September 1989 an offer from you to buy the real property of the estate located in Spain was accepted on specified conditions at a meeting of creditors in the estate of [the deceased].
>
> However, for various reasons you failed to perform this transaction, for which reason it was decided at the meeting of creditors on 5 October 1991 to cancel the transaction with you, which was then done.

Following a major study of what was now to be done with the property of the estate, it was decided by a majority of creditors at the meeting of creditors on 4 October 1994 to abandon this property in Spain.

The surviving spouse has subsequently claimed that the property must belong to her.

Since the estate has thus abandoned ownership of the property, there is no basis for re-opening the estate in the light of your letter, and furthermore, for the same reason, the estate cannot participate in completion of the property transaction.

Should you maintain your title to the property in Spain, the Probate court has to refer you to raise such claim against the widow, and this dispute will ultimately have to be resolved by a civil action. Such action is irrelevant of the estate.

The Probate Court now considers the case closed. ...”

As on 17 February 1997, the applicant maintained his request, by formal decision of 11 March 1997 the Probate Court refused to re-open the estate with reference to the contents of its letter of 24 October 1996.

The applicant appealed against this decision to the High Court of Eastern Denmark (*Østre Landsret*), which by decision of 28 April 1997 ordered a re-opening of the case on succession stating as follows:

“... the deceased ... and his spouse jointly owned a real property in Spain. During the administration of the estate no decision has been made as to the formal ownership concerning the deceased's share of the jointly owned property. No clarification thereof can be made without a decision by the estate. [The applicant's] request for re-opening is therefore granted ...”.

On 29 July 1997 the Probate Court was informed by the applicant's representative that the widow on 9 August 1996 had sold the house to O for ESP 16 million and completed the deed.

On 4 December 1997 the applicant's representative requested that the Probate Court reopen- the estate as ordered by the High Court.

The estate was re-opened by the Probate Court on 15 June 1998.

At a court session on 29 June 2001, at which the applicant was not summoned, the public receiver recommended that the deceased's share of the house go to the widow.

By letter of 24 July 2001 the Probate Court wrote to the applicant as follows:

“On 29 June 2001 at 10:00 a.m. a meeting was held before the Probate Court concerning the above estate.

[The public receiver] stated that he had summoned the creditors of the estate and the representative of the heirs, and a notice had also been inserted in the Danish Official Gazette.

However, by a regrettable mistake you had not been summoned, as I had promised you.

...No others appeared but the administrator and he stated that the estate had abandoned the asset in question because its net value would have to be set at DDK 0 in view of the sales efforts so far, the pertaining expenses and the information otherwise available. The spouse had consented to leave her share of the property to the estate, and the decision must therefore imply that she was again able to dispose of her own share and, should she want to, also the other share, and he recommended that the ownership of the property in Spain be granted to the spouse.

The probate Court has not determined this because you had not been summoned, but I do, of course, realise that you have indicated that you are not interested in this issue. However, I have adjourned the case so that you could have an opportunity to make a statement. It must be expected that the Probate Court will adopt the administrator's recommendation and in that way formally determine how the decision to abandon the property was to be construed and to whom the asset then belonged. Following this, I intend to re-close the estate.

... please notify me by 15 September 2001 whether you accept the closing of the estate or otherwise make such comments as you find that the Probate Court should include in its deliberation before the estate is closed....”

On 18 June 2002 the applicant complained to the President of the High Court about *inter alia* the length of the re-opened proceedings and about the judge sitting in the Probate Court.

The Probate Court pronounced its final decision on 28 February 2003 transferring the deceased's share of the house to the widow, stating as follows:

“Due to the re-opening of the case and requests by [the applicant] the entire case has been reviewed. In this connection, it has been found established

that the estate made it a condition for [the applicant's] purchase of the Spanish property that the sales price be deposited in a Danish Bank;

that this condition has not been satisfied, whether or not this is prevented by Spanish legislation;

that no other agreement has been concluded;

that consequently the estate is of the opinion that [the applicant] has breached the agreement and therefore can not base any right on it;

that the estate has cancelled the transaction;

that the estate during the creditor-meeting on 4 October 1994 abandoned the asset, with the consequence that the formal co-owner – the surviving spouse- has been able to dispose of it;

that allegedly the latter acquired sole title to the property abs has sold it in 1996;

that the estate is otherwise closed, the time-limit for appeal has expired and the estate has been distributed for which reason a reversal of funds to the estate is excluded;

> that [the applicant] therefore cannot raise any claim against the estate, be it a claim for damages or a claim for performance of the transaction, regardless of whether errors have been made in the administration of the estate;
>
> that any claim can only be raised as a claim for damages against the Probate Court or the administrator; [and]
>
> that it is the opinion of the Probate court that such claim cannot succeed, for the reason alone that [the applicant] is the party in breach.
>
> Against this background continued considerations by the Probate Court serves no purpose, and the Probate Court has therefore, as indicated in its records of 29 June 2001, decided to re-close the estate and refer [the applicant], who will be sent a transcript with guidelines on appeal, to institute an action in damages against the Probate Court or any body else whom he might consider liable in damages ...".

The applicant did not appeal against the decision to the High Court.

On 10 March 2003 the President of the High Court rejected the applicant's complaint as to the judge, and referred the applicant to the possibility to initiate civil compensation proceedings against the Probate Court, the public receiver or others, whom he found responsible for his alleged loss.

B. Relevant domestic law

The relevant provisions of the Act on Administration of Estates of Deceased Persons and Community Property (*Skifteloven)*, Consolidation Act no. 725 of 23 October 1986 then in force read as follows:

Section 30

> "The Probate Court shall carry out all business pertaining to administration of the estate ..."

Section 33(1)

> "Before the estate has had an opportunity to choose an administrator and when the estate does not want to decide on retaining an administrator, the Probate Court is entitled, during administration of the estate, to use such other assistance as may be needed to carry out individual transactions concerning the estate that are not incumbent on the Probate Court under the rules applicable so far, such as casework, management and inspection of real properties belonging to the estate, completion of transactions commenced, perusal of the books and documents of the estate, etc. "

COMPLAINT

The applicant complains that the length of the proceedings before the Probate Court, which in his view lasted from 29 September 1989, when the public receiver accepted him as buyer of the house, until 28 February 2003, when the ownership to the deceased's share of the house was formally established, exceeded the "reasonable time" requirement within the meaning of Article 6 of the Convention.

THE LAW

Complaining that the proceedings were not determined within a reasonable time the applicant rely on Article 6 of the Convention, which in so far as relevant, reads as follows:

> "In the determination of his civil rights and obligations ..., everyone is entitled to a ... hearing within a reasonable time by [a] ... tribunal..."

The Government's first objection.

The Government is of the opinion that the proceedings before the Probate Court did not involve the determination of the applicant's civil rights since he did not satisfy the conditions of sale for acquiring the Spanish property belonging to the estate in 1989. Thus, they find that the applicant has failed to cite any circumstances that give reasonable basis for assuming that during the proceedings before the Probate Court, he had any "civil rights" or even arguable rights within the meaning of Article 6 § 1 of the Convention. In this connection the Government consider it crucial that the agreement which the applicant made with the estate on 29 September 1989 was never duly performed by the applicant, notably payment of the sales price. They recall that the administrator on 29 September 1989 accepted the offer on the condition, amongst others, that the sales price be deposited with a named bank in Denmark before 15 October 1989. The applicant never performed his obligations pursuant to this agreement; thus, the right claimed by him can not be recognised under domestic law.

Moreover, the Government submit that the High Court's decision of 28 April 1997 only implied that the Probate Court had to determine whether the estate had a share in the ownership of the property or whether the widow had succeeded. It did not imply that the Probate Court had to determine the applicant's "civil rights" within the meaning of Article 6 § 1 of the Convention.

The applicant disagrees.

The Court recalls that according to established case-law (see, among others, Gustafsson v. Sweden, judgment of 25 April 1996, Reports of Judgments and Decisions 1996-II, § 63) first it must ascertain whether there was a dispute (contestation) over a "right" which could be said, at least on arguable grounds, to be recognised under domestic law. The dispute must be genuine and serious: it may relate not only to the actual existence of a right but also to its scope and the manner of its exercise. Finally, the result of the proceedings must be directly decisive for the right in question. If the Court finds that there is a dispute over a right, it must examine whether the right in question was of a "civil" character.

Turning to the circumstances of the present case, it is undisputed that the applicant did not comply with the conditions set out in the administrators' letter of 29 September 1989, notably that the sales price should be deposited with a named bank in Denmark before 15 October 1989. Nevertheless, for quite some time, communication about the sale and its possible completion continued between on the one hand the applicant, or his Spanish lawyer, and on the other hand the public receiver or the law firm K&M, which was engaged by the estate for completion of the sale of the property, or Spanish lawyers retained by the said law firm.

Moreover, the applicant was present and heard before the Probate Court on a number of occasions, e.g. on 27 September and 28 November 1995, and on 7 August 1996 in connection with the Probate Court's considerations whether to re-open the estate. Also, the applicant was able to appeal against the Probate Court's decision of 11 March 1997 to refuse to re-open the estate, as will be recalled by the High Court's decision of 28 April 1997 which stated as follows:

> "... the deceased ... and his spouse jointly owned a real property in Spain. During the administration of the estate no decision has been made as to the formal ownership concerning the deceased's share of the jointly owned property. No clarification thereof can be made without a decision by the estate. [The applicant's] request for re-opening is therefore granted ...".

Subsequently, by letter of 24 July 2001 the Probate Court wrote to the applicant that a meeting had been held before it on 29 June 2001; that by a regrettable mistake he had not been summoned as promised; that the administrator had stated that the estate had abandoned the asset in question because its net value would have to be set at DDK 0 in view of the sales efforts so far; and that the administrator had recommended that the ownership of the property in Spain be granted to the spouse. The letter went on:

> "The probate Court has not determined this because you had not been summoned, but I do, of course, realise that you have indicated that you are not interested in this issue. However, I have adjourned the case so that you could have an opportunity to make a statement. It must be expected that the Probate Court will adopt the administrator's recommendation and in that way formally determine how the decision to abandon the property was to be construed and to whom the asset then belonged.

Following this, I intend to re-close the estate ... please notify me by 15 September 2001 whether you accept the closing of the estate or otherwise make such comments as you find that the Probate Court should include in its deliberation before the estate is closed....”

Finally, on 28 February 2003 the Probate Court pronounced its final decision transferring the deceased's share of the house to the widow and stating:

“Due to the re-opening of the case and requests by [the applicant] the entire case has been reviewed. In this connection, it has been found established

that the estate made it a condition for [the applicant's] purchase of the Spanish property that the sales price be deposited in a Danish Bank;

that this condition has not been satisfied, whether or not this is prevented by Spanish legislation;

that no other agreement has been concluded;

that consequently the estate is of the opinion that [the applicant] has breached the agreement and therefore can not base any right on it;

that the estate has cancelled the transaction;

that the estate during the creditor-meeting on 4 October 1994 abandoned the asset, with the consequence that the formal co-owner – the surviving spouse- has been able to dispose of it;

that allegedly the latter acquired sole title to the property abs has sold it in 1996;

that the estate is otherwise closed, the time-limit for appeal has expired and the estate has been distributed for which reason a reversal of funds to the estate is excluded;

that [the applicant] therefore cannot raise any claim against the estate, be it a claim for damages or a claim for performance of the transaction, regardless of whether errors have been made in the administration of the estate;

that any claim can only be raised as a claim for damages against the Probate Court or the administrator; [and]

that it is the opinion of the Probate court that such claim cannot succeed, for the reason alone that [the applicant] is the party in breach.

Against this background continued considerations by the Probate Court serves no purpose, and the Probate Court has therefore, as indicated in its records of 29 June 2001, decided to re-close the estate and refer [the applicant], who will be sent a transcript with guidelines on appeal, to institute an action in damages against the Probate Court or any body else whom he might consider liable in damages ...”.

In these circumstances, the Court finds that the Probate Court did engage itself and the applicant in the dispute of whether an agreement had been concluded; whether there was any basis for completing the sale; and "how the decision to abandon the property was to be construed and to whom the asset then belonged" that is the deceased's share of the jointly owned property. Thus, the Court considers that the dispute concerned a property right which could be said, at least on arguable grounds, to be recognised under domestic law, and which was of a "civil" character within the meaning of Article 6 § 1 of the Convention. The Court emphasises in this connection that the question of whether a right could be said, at least on arguable grounds, to be recognised under domestic law, is to be distinct from the question of whether the applicant had reasonable prospects of success in claiming such a right.

It follows that the Government's first objection must be rejected.

The Government's second objection.

The Government also claim that the applicant has failed to exhaust domestic remedies in accordance with Article 35 § 1 of the Convention since he failed to appeal against the Probate Court's decision of 28 February 2003 to the High Court.

The applicant disagrees.

As to the question whether the applicant has exhausted domestic remedies, the Court recalls that the purpose of Article 35 § 1, which sets out the rule on exhaustion of domestic remedies, is to afford the Contracting States the opportunity of preventing or putting right the violations alleged against them before those allegations are submitted to the Court (see e.g. *Selmouni v. France* [GC], no. 25803/94, § 74, ECHR 1999-V). The rule in Article 35 § 1 is based on the assumption, reflected in Article 13 (with which it has a close affinity), that there is an effective domestic remedy available in respect of the alleged breach of an individual's Convention rights (ibid.).

The Court recalls that the burden of proving the existence of an effective and sufficient remedy, lies upon the State invoking the rule (see among others *Vernillo v. France,* judgment of 20 February 1991, Series A no. 198, § 27, *Dalia v. France*, judgment of 19 February 1998, *Reports of Judgments and Decisions* 1998-I, § 38 and *Susini and others v. France* (dec.), no. 43716/98, 8 October 2002). Moreover, the Court reiterates that the scope of the Contracting States' obligations under Article 13 varies depending on the nature of the applicant's complaint; however, the remedy required by Article 13 must be "effective" in practice as well as in law (see, for example, *İlhan v. Turkey* [GC], no. 22277/93, § 97, ECHR 2000-VIII). Also, even if a single remedy does not by itself entirely satisfy the requirements of Article 13, the aggregate of remedies provided for under domestic law may do so

(see *Kudla v. Poland* [GC], no. 30210/96, § 157 ECHR-XI). Finally, remedies available to a litigant at domestic level for raising a complaint about the length of proceedings are "effective", within the meaning of Article 13 of the Convention if they "[prevent] the alleged violation or its continuation, or [provide] adequate redress for any violation that [has] already occurred". Article 13 therefore offers an alternative: a remedy is "effective" if it can be used either to expedite a decision by the courts dealing with the case, or to provide the litigant with adequate redress for delays that have already occurred (see the *Kudla* judgment cited above, §§ 158 and 159, and *Mifsud v. France* [GC], (dec.), no. 57220/00, 11 September 2002, § 17).

In the present case it is not in dispute that the applicant did not appeal against the Probate Court's decision of 28 February 2003 to the High Court. However, the Government have not provided the Court with any domestic case-law which could demonstrate that the applicant by appealing against the Probate Court's decision of 28 February 2003 to the High Court had an effective remedy in respect of his complaint of the length of the proceedings (see *Kudla v. Poland,* cited above, § 159 and *Matthies-Lenzen v. Luxembourg*, no. 45165/99, (dec.), 14 June 2001). Nor have the Government claimed that Danish law contains other remedies which have been specifically designed or developed to provide a remedy in respect of length of civil court proceedings, whether preventative or compensatory in nature.

In these circumstances, the Court does not consider that the Government have discharged the onus on them to show that an effective domestic remedy existed, which the applicant should have exhausted for the purposes of Article 35 § 1 of the Convention.

Consequently, the Court considers that the Government's second objection must be rejected.

The alleged breach of Article 6 § 1 of the Convention.

The Government have not at this stage submitted any observations on the question at to whether the length of the proceedings before the Probate Court was in breach of the "reasonable time" requirement of Article 6 § 1 of the Convention.

The applicant maintains that the length of the proceedings before the Probate Court, which in his view lasted from 29 September 1989, when the public receiver accepted him as buyer of the house, until 28 February 2003, when the ownership to the deceased's share of the house was formally established, exceeded the "reasonable time" requirement within the meaning of Article 6 of the Convention.

The Court considers, in the light of the criteria established in its case-law on the question of "reasonable time" (the complexity of the case, the

applicant's conduct and that of the competent authorities), and having regard to all the information in its possession, that an examination of the merits of this complaint is required.

For these reasons, the Court unanimously

Declares the application admissible, without prejudging the merits of the case.

Santiago QUESADA
Deputy Registrar

Christos ROZAKIS
President