

CAP. 167.

CYPRUS

ENGLISH SCHOOL

CHAPTER 167 OF THE LAWS

1959 EDITION

PRINTED BY

C. F. ROWORTH LIMITED, 54, GRAFTON WAY, LONDON, W.1.

[Appointed by the Government of Cyprus the Government Printers of this Edition of Laws within the meaning of the Evidence (Colonial Statutes) Act, 1907.]

1959

CHAPTER 167.

ENGLISH SCHOOL.

ARRANGEMENT OF SECTIONS.

| <i>Section</i> | <i>Page</i> |
|--|-------------|
| 1 Short title | 3 |
| 2 Vesting immovable property in Governor | 3 |
| 3 Assignment of movable property to Governor and taking over English School | 4 |
| 4 Board of Management | 4 |
| 5 Power to close the English School | 5 |

A LAW TO PROVIDE FOR THE MANAGEMENT AND CONTROL
OF THE ENGLISH SCHOOL.

[6th December, 1935.]

1949
Cap. 204.
5 of 57.

Whereas the Reverend Frank Darvall Newham, Officer of the Most Excellent Order of the British Empire, Master of Arts, Honorary Canon of St. George's Cathedral, Jerusalem, (in this Law called "the Grantor" which expression, where the context so admits, shall include his heirs, executors, administrators and assigns) founded in the year 1900 at Nicosia an educational establishment known as the English School (in this Law called "the English School"):

And whereas the Grantor has at his own cost and expense maintained and managed the English School since the date of its foundation and has endowed it with property of considerable value:

And whereas by an Indenture dated the 12th day of May, 1930, (in this Law called "the Indenture"), it was agreed to the effect following, that is to say—

- (a) that in consideration of the sum of six thousand pounds to be paid to the Grantor by a Board of Trustees therein named (in this Law called "the Board") the Grantor would grant and convey to the Board all the immovable property described in the Indenture;
- (b) that the Grantor would, upon payment of the said sum of six thousand pounds, deliver to the

- Board all the movable property forming the furniture and equipment of the English School;
- (c) that, upon payment of the said sum of six thousand pounds, the Board should take over the management and control of the English School and should manage and control the same in manner prescribed by the Indenture:

And whereas the immovable property described in the Indenture has been conveyed to and is now vested in the Board:

And whereas out of the said sum of six thousand pounds a sum of four thousand and five hundred pounds has been paid to the Grantor by the Board:

And whereas the Grantor and the Board desire to place the English School on a more permanent foundation for the benefit of the youth of the Colony:

And whereas the Governor has paid to the Grantor the sum of one thousand and five hundred pounds, being the balance of the said sum of six thousand pounds due to the Grantor:

And whereas the Grantor, the Board and the Governor have agreed that the said movable and immovable property and the management and control of the English School should vest in the Governor:

And whereas doubts have arisen as to the proper mode of vesting the said movable and immovable property and the management and control of the English School in the Governor:

Be it therefore enacted:—

1. This Law may be cited as the English School (Management and Control) Law. Short title.

2. (1) The ownership of the immovable property now standing registered in the name of the Board under two Certificates of Registration bearing numbers 510 and 606, and dated the 15th day of November, 1930, is hereby vested in the Governor, and the Director of Lands and Surveys is hereby empowered to register the said immovable property in the name of the Governor. Vesting immovable property in Governor.

(2) Subject to the provisions of section 5, the Governor may at any time after registration thereof in his name sell, exchange or otherwise dispose of the said immovable property or any part thereof.

Assignment
of movable
property to
Governor
and taking
over English
School.

3. (1) Within one month from the date of a notification to the Grantor by or on behalf of the Governor, not being later than the 1st day of August, 1936, the Grantor shall assign and deliver to the Governor all the movable property forming the furniture and equipment of the English School at the date of the notification, whereupon the Governor—

(a) shall take over, and shall continue to carry on, the English School as a school in its present form or in such other form as the Governor may from time to time determine:

Provided that—

(i) the chief medium of instruction in the school shall be English;

(ii) the character of the school shall be Christian but undenominational and all pupils (including Moslems) shall have facilities for practising their own form of religion;

(b) shall manage and control the English School as in section 4 prescribed.

(2) Pending the assignment and delivery of the movable property to the Governor as in subsection (1) provided the Grantor shall continue to carry on the English School as heretofore and shall be responsible for the management and maintenance thereof.

(3) Subject to the provisions of section 5, the Governor may at any time after the assignment and delivery thereof sell, exchange or otherwise dispose of the said movable property or any part thereof.

Board of
Management.
2 of 5/57.

4. (1) The English School, either in its present form or in such modified form as may be determined by the Governor under the provisions of section 3 (1) (a), shall be managed and controlled by a Board of Management consisting of a Chairman and eight other members, who shall be fit and proper persons appointed by the Governor:

Provided that no less than four of the number of such nine persons shall be former pupils of the English School.

(2) The Governor may at any time terminate the appointment of any member of the Board of Management.

(3) The Governor may upon the death, resignation, retirement or termination of appointment of any member of the Board of Management appoint another fit and proper person to fill the vacancy.

(4) The Governor may in the case of illness or absence from the Colony of any member of the Board of Management appoint a fit and proper person in the place of such member until such member shall resume his duties.

(5) The Board of Management shall conduct its meetings and proceedings and shall manage and control the English School in accordance with regulations made by it and approved by the Governor.

5. (1) If at any time after the Board of Management has assumed the management and control of the English School the Governor, on the advice of the Board of Management, considers it no longer necessary for the English School to continue to function as a school, the Governor may, by writing under his hand, direct that the English School be closed, and thereupon it shall be closed.

Power to close the English School.

(2) Upon the closing of the English School as in subsection (1) provided the Governor may, by writing under his hand, direct—

- (a) that such part of the immovable and movable property mentioned in sections 2 and 3 as may remain undisposed of at the date of the closing be utilized for such purpose being for the benefit of the youth of the Colony as the Governor may determine, or be sold and the proceeds thereof be applied to such purpose aforesaid and in such manner as the Governor may determine;
- (b) that the proceeds of such part of the said immovable and movable property as may have been disposed of before the date of the closing be utilized in the like manner.

2 of 14/36.