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SOCIAL SECURITY ACTS 1975 TO 1980

CLAIMS FOR UNEMPLOYMENT BENEFIT

DECISION OF THE SOCIAL SECURITY COMMISSIONER

Decision C.U. 4/81

1. My decision is as follows:-

(i) Unemployment benefit is not payable to the first named claimant for Friday 18 July 1980, to the second named claimant for Sunday 13 July 1980, and to the third named claimant for Saturday 12 July 1980, because in the case of each claimant the day in question is not a day of unemployment: Social Security Act 1975, Sections 14(1) and 17(1) and (2);

(ii) The forward disallowances in the case of all three claimants, made by the insurance officer in his decision of 21 July 1980, are discharged as the particular circumstances of the three claimants are such that forward disallowances are not appropriate: Social Security (Claims and Payments) Regulations 1979, regulation 12(5).

(iii) The three claimants are not required to repay unemployment benefit paid to them, for the days in sub-paragraph (i) above and subsequent days, under the decisions of the local tribunal dated 16 October 1980, as in the obtaining and receipt of the benefit they throughout used due care and diligence to avoid overpayment; Social Security Act 1975, section 119(2).

The appeals of the insurance officer against the said decisions of the local tribunal are therefore allowed.

2. These appeals by the insurance officer against the decisions of the local tribunal were heard together (by consent) before me at an oral hearing on 1 July 1981. The second and third-named claimants were represented by Mr R Allfrey of Counsel and the insurance officer was represented by Mr I Hodkinson. I am greatly indebted to Mr Allfrey and to Mr Hodkinson for the considerable research that they had made into the law applicable to these appeals and for their assistance to me throughout the oral hearing.

3. The 3 claimants are all male hourly paid workers at an engineering factory. Unhappily, because of a fall in demand for the factory's products, 4-day working was introduced in the week commencing Monday 9 June 1980, the first lay-off day being Friday 13 June 1980 for the day shift and Thursday 12 June 1980 for the night shift. The standard working week before short-time working was introduced was one of 40 hours, made up in the case of day shift workers of 8 hours on each day from Monday to Friday inclusive, and in the case of night shift workers of 10 hours each for the 4 night shifts on the nights of Monday, Tuesday, Wednesday and Thursday of each week. When short-time working was introduced, Friday became the workless day on day shift and Thursday night the workless shift on night shift.

4. During the period of short-time working and up to the days in issue in this appeal, the claimants had been paid by the employers "guarantee payments", under the provisions of Sections 12-16 of the Employment Protection (Consolidation) Act 1978 (re-enacting the provisions of Sections 22-26 of the Employment Protection Act 1975). However, under those statutory provisions, only 5 guarantee payments can be made in any particular specified period and each of the 3 claimants had already received their 5 payments by the dates they first made their claims for unemployment benefit, which dates are the subject of these appeals.

5. In the case of the first-named claimant, the last statutory guarantee payment was paid for the night shift not worked of Thursday 17 July 1980 and his claim for unemployment benefit was for Friday 18 July 1980. A question could therefore have arisen as to whether the statutory guarantee payment was attributable to Friday 18 July 1980, the day for which he claimed unemployment benefit because part of the night shift, had it been worked, would have been worked on that Friday. However, it is not necessary for me to decide that issue because I have already held that he cannot claim unemployment benefit for Friday 18 July 1980 on other grounds (see below). For similar reasons, I need not decide the question raised in the submission of the insurance officer now concerned as to the second-named claimant's claim being for a Sunday, normally a day for which unemployment benefit cannot be claimed.

6. When, therefore, the claimants exhausted their statutory guarantee payments, they then immediately claimed unemployment benefit for the next day which would have been a working day had not 4-day working been introduced in the factory. The exact days vary and are as stated in paragraph 1(i) above. They vary according to whether the claimant in question worked on a day shift or a night shift and according to what was the first day on which each claimant exhausted the statutory guarantee payments. However, in my judgment, the law governing the matter is equally applicable to all three cases and, save in so far as I have indicated individual variations in this decision, what is said in this decision is equally applicable to all 3 appeals.

7. The local insurance officer disallowed the claims and imposed forward disallowances in respect of specified days. So far as the forward disallowances are concerned, the insurance officer now concerned indicates that he considers that they were inappropriate, because of individual variations in the circumstances of each claimant and I have therefore by consent of the parties discharged them.

8. The claimants appealed to the local tribunal and, by a majority decision, the Chairman dissenting, the local tribunal allowed the appeals. Unemployment benefit was paid to the claimants in pursuance of the local tribunal's decision until a time in the autumn of 1980 when claims ceased to be made because thereafter the claimants were paid by the employers under the terms of a newly introduced governmental scheme. Consequently, there are no financial consequences of my allowing the insurance officer's appeals to the Commissioner against the decisions of the local tribunal. That is because unemployment benefit has been paid to the claimants and it cannot be recovered from them because there is no doubt that, as they obtained and received those payments under the decisions of the local tribunal, they "throughout used due care and diligence to avoid overpayment" within the meaning of Section 119(2) of the Social Security Act 1975.

9. The local insurance officer had disallowed the claims to unemployment benefit on the grounds that there applied to the days for which benefit was claimed regulation 7(1)(l)(i) of the Social Security (Unemployment, Sickness and Invalidity Benefit) (as inserted by S.I. 1976 No 328 reg 2), which provides as follows:

> "7(1)(l) a day shall not be treated as a day of unemployment in relation to any person if it is a day in respect of which <u>there is payable</u> to that person -
>
> (i) a guarantee payment under Section 22 of the Employment Protection Act 1975 or under a collective agreement or a wages order having regard to which the appropriate Minister has made an exemption order under Section 28 of that Act, or <u>a guarantee payment under a collective agreement</u> or under a wages order referred to in the said Section 28 <u>where that person has an obligation in connection with such agreement</u> or order <u>to place his services at the disposal of an employer on that day</u>".
>
> (my underlining)

10. The words which I have underlined in the regulation make it clear that it applies not only to statutory guarantee payments (now under the 1978 Act) etc, but also to any kind of collective agreement under which (i) there is <u>payable</u> a guarantee payment (ii) the employee "has an obligation in connection with such agreement ... to place his services at the disposal of an employer on that day".

11. The new regulation 7(1)(l), inserted in 1976, was presumably occasioned by the introduction by the Employment Protection Act 1975 of statutory guarantee payments. The amending regulations (S.I. 1976 No 328) state that they refer only to payments to which Section 112 of the Employment Protection Act 1975 applies (and thus the regulations did not have to be referred to the National Insurance Advisory Council - see Employment Protection Act 1975 Section 112(1)). Section 112 of the 1975 Act applies (among other matters) to "any payment under this Act by an employer to an employee or a payment by an employer to an employee of a nature similar to, or for a purpose corresponding to the purpose of, any

payment under this Act" (Employment Protection Act 1975, Section 112(7)(b)). Thus the opportunity was taken by the amending regulations of 1976 to provide for a situation where a guarantee payment was paid by an employer to an employee under a collective agreement. However, the new regulation 7(1)(1) confines its description of days as not being days of unemployment to those days where, as well as there being a guarantee payment under a collective agreement, the day is one "where that person has an obligation in connection with such agreement ... to place his services at the disposal of an employer on that day" (regulation 7(1)(1)(i)).

12. It is therefore arguable that the draftsman of the new regulation 7(1)(1)(i) intended it to constitute a complete code relating to guarantee payments by employers to employees, whether statutory or under collective agreements. If that were so then it could be further argued that if the circumstances of a guarantee payment fall outside the regulation, there is no reason why the day or days for which such payment is made should not be treated as days of unemployment. That argument would mean that reported Commissioners' decisions on this subject, all of which were given before the introduction of the new regulation 7(1)(1)(i) and depended on the general law as to availability for employment and the meaning of "a day of employment" (see now Sections 14(1) and 17(1) of the Social Security Act 1975), would no longer be necessarily applicable. The argument would involve applying to regulation 7(1)(1)(i) the canon of construction expressio unius exclusio alterius, i.e. that if a statutory provision expressly deals with one or more species of a particular genus then, by implication, other species of that genus are excluded.

13. However, I have come to the conclusion that that canon of construction does not apply to regulation 7(1)(1)(i) because it in no way purports to vary or to have the effect of a repeal or revocation of the statutory provisions as to unemployment benefit generally e.g. in sections 14(1) and 17(1) of the Social Security Act 1975, the statutory ancestors of which provisions were considered by Commissioners in their reported decisions. On the facts of this case it may not matter because I also take the view that the claimants here are 'caught' just as much by the wording of regulation 7(1)(1)(i) as they are by the general law as to what is meant by a day of unemployment. Indeed, the reference in regulation 7(1)(1)(i) to a claimant having "an obligation in connection with such agreement .... to place his services at the disposal of an employer on that day" appears to be a deliberate attempt by the draftsman of the regulation to reproduce the effect of Commissioners' decisions on the pre-existing law.

14. When regulation 7(1)(1)(i) speaks of "a day in respect of which there is payable ... a guarantee payment under a collective agreement ... where that person has an obligation in connection with such agreement..... to place his services at the disposal of an employer on that day", that, in my judgment, refers not only to days on which, or by reference to work on which, the guarantee payment is made, but also to all other days in what would, but for short-time working, be a working week. That is because part of the consideration for the guarantee payment is that the employee has agreed to place his services at the disposal of an employer on all of those days. That means, for example, that if an employee received a guarantee payment specifically referable to e.g. Monday and Tuesday in a particular week (which were days when no work was taking place) but the employee had

agreed to place his services at the disposal of the employer, not only for Monday and Tuesday, but also for Wednesday, Thursday and Friday as well, then Wednesday, Thursday and Friday, equally with Monday and Tuesday, are days "in respect of which there is payable to that person ... a guarantee payment ..." within regulation 7(1)(1)(i). That means that I construe regulation 7(1)(1)(i) as having the same effect as previous Commissioners' decisions on the general law of unemployment benefit.

15. The question for decision therefore is whether each of the days on which these 3 claimants claimed unemployment benefit are to be regarded as "a day in respect of which there is payable to that person ... a guarantee payment under a collective agreement ... where that person has an obligation in connection with such agreement ... to place his services at the disposal of an employer on that day" (1975 Regulations, regulation 7(1)(1)(i)) or alternatively whether the days in question are days of unemployment within the meaning of sections 14(1) and 17(1) of the Social Security Act 1975. Because I have already indicated that I consider that regulation 7(1)(1)(i) reproduces the effect of reported Commissioners' decisions on the general law, hereafter I will therefore simply consider the general principles in the light of reported Commissioners' decisions on the subject.

16. In many ways this question, which has arisen quite frequently under collective agreements containing provisions for guarantee payments, is one of fact and depends in the ultimate on the construction of the collective agreement in question. The collective agreement in this case was dated 21 June 1972 and was made between the parent company and the relevant trade unions. It was conceded by Counsel for the claimants that all the relevant provisions of the collective agreement were expressly or impliedly incorporated in the claimant's employment contracts and had legal effect (despite the fact that the collective agreement itself provides that it is not intended to be legally enforceable). In my view that concession was correctly made, and I should have so decided even if the concession had not been made.

17. The 1972 collective agreement in fact consisted of the substitution for part of an earlier collective agreement of entirely new provisions as to guarantee payments, referred to as Section A of the original agreement (which was dated 25 October 1962). The new Section A provides as follows:

> "SECTION A
>
> GUARANTEE OF EMPLOYMENT OR PAY IN LIEU
>
> (1) All full-time hourly-rated manual workers ... whether employed on time work or systems of payments by results, who have been continuously employed by the Company for not less than 4 calendar weeks shall have a guarantee of employment or pay in lieu thereof defined and qualified as specified herein.
>
> (2) Subject to the provisions of this Agreement, employees shall be guaranteed employment or pay in lieu thereof for 32 hours in the pay week spread over the number of full normal shifts

in the pay week reduced by one. This means that where a normal week consists of 5 shifts, then the guarantee shall apply over 4 shifts and if the normal working week consists of 4 x 10 hour shifts the guarantee will be applied over 3 shifts.

.....

(5) The individual employee's guarantee is conditional upon his being capable, available and willing to perform satisfactorily the work associated with his usual occupation or reasonable alternative work for the whole of the pay week.

.....

(9) The parties to this agreement recognise that the Company will require full co-operation of employees to overcome or avoid any disruption or restriction of production.

....."

18. It was common ground between the parties in this case, that if the above cited clause 5 of the new Section A of the collective agreement was in operation at the times relevant to this appeal then the claimants would not be able to claim unemployment benefit for the days under appeal, because of the statement in the decision of a Tribunal of Commissioners in reported Decision R(U) 21/56 (paragraph 15) as follows:-

> "In our opinion the burden of proof resting on the claimant in such cases was correctly stated in the following passage in Decision C.U. 12/56 (not reported). 'The burden of proving that he was unemployed on ... [the date there in question] rests upon the claimant. To discharge it he must show that he was under no obligation to place his services at the disposal of his employers on that day. Whether he can show this depends upon whether the meaning of the guarantee agreement is that in consideration of the guaranteed payment of minimum earnings of [the sum specified] the claimant will remain at the employers' disposal for all the days of the working week (which is a 5-day week) or only for [the guaranteed number] of those days'. In other words the ultimate question in these cases is not - what does the employer guarantee? but - what does the employee undertake in consideration of the employer's guarantee?".

19. It will be noted that the citation from C.U. 12/56 refers to the claimant's agreement to remain at his employer's disposal, etc "in consideration of the guaranteed payment of minimum earnings". The question is whether the consideration is only an actual payment, i.e. where the agreement has been - to quote the expression used by the parties in this case - "triggered", or whether the consideration is simply that the employers in the agreement give a guarantee that payment will be made in certain circumstances. To put it shortly, is the consideration payment or promise of payment? That point is critical in this case because it was common ground between the parties that the guarantee agreement here

had not, on the days concerned in these appeals, been "triggered". That was because at that time the claimants, although working only a 4 day week, had in fact received payment of wages for 32 hours work (whether on day or night shift), and therefore they had not actually been paid any guarantee payments under the collective agreement.

20. The question is therefore whether clause 5 in Section A of the collective agreement (cited in paragraph 17 above), referring to the individual employee's promise to be available and willing to perform work throughout the pay week, is given for an executed consideration by the employer, namely an actual guarantee payment or is given for an executory consideration, namely the employers' promise that if the relevant circumstances arise in the future a guarantee payment will be made. I hold, on the construction of the collective agreement in this case, that the promise to remain available etc throughout the whole of the pay week was given for an executory consideration by the employers, namely their promise to make a guarantee payment in appropriate circumstances. As a result I hold that clause 5 of the Section A of the collective agreement (unless effectively waived - see below) was in force at the times in question. Clause 5 does therefore, in accordance with the principle recognised by a Tribunal of Commissioners in R(U) 21/56 (see para 18 above), prevent the claimants from claiming unemployment benefit for the days in question, both under the general law and under regulation 7(1)(l) of the 1975 Regulations.

21. I arrive at this conclusion on the construction of the collective agreement. If one looks at all the above-cited provisions of Section A of the collective agreement, it is clear that the bargain between the employers and the unions on behalf of the employees is that (to quote paragraph 1) of Section A) all full-time hourly rated workers "shall have a guarantee of employment or pay in lieu thereof", that is a continuing guarantee consisting of a promise to make payments whenever the relevant circumstances should arise, i.e. a kind of insurance provided by the employers. The 'premium' paid by the employees for that insurance includes among other matters their agreement to clause 5 of Section A, namely that they will be available and willing to perform satisfactorily their work for each and every pay week. Just as a premium paid for insurance cannot be recovered if the event insured against does not occur, neither in my view can the individual employee say that he is not bound by clause 5 relating to availability, etc if in fact at any given period of time the risk insured against, namely the fact that the hours worked fall below 32 in any week, does not occur.

22. Various explanations and suggested constructions of clause 5 of the collective agreement were put forward at the local tribunal by the claimants' and employers' representatives, but in my view, clause 5 of Section A of the collective agreement is clear and unambiguous. In this respect, I follow what was said by the Commissioner in unreported Decision C.U. 14/73 as to this very same agreement. At paragraph 16 of his decision the learned Commissioner indicated that, as the clause in question was entirely free from ambiguity, "It is not possible to draw an inference from the surrounding circumstances which contradicts the clear meaning of the agreement as disclosed by the language used." In my view the clear and unambiguous meaning of clause 5 is that the

individual employee agrees that he will be available and willing to perform his work throughout the whole of the pay week in consideration of the promise of guarantee payments should the circumstances arise, one of those circumstances being (clause 5) that the employee should be capable of work. Moreover, the fact that, in clause 9 of Section A of the collective agreement, the employers express their anxiety that full co-operation of employees is required to avoid any disruption or restriction of production shows that, in their view, to have a coherent work force potentially available throughout the week was something which they regarded as worthwhile and justifiably bargained for in clause 5 of Section A, which clause must therefore be given its full meaning.

23. In reported Commissioner's Decision R(U) 23/55, speaking of a collective agreement which guaranteed a basic in any week to an employee, the learned Commissioner said (para 10).

> "And although, having worked for 35½ hours, and having earned more than the guaranteed wage, [the claimant] did not have to fall back upon the guarantee in order to claim his wages, I think it is proper to regard him as throughout the week being under the umbrella of the guaranteed wage, even although (to complete the metaphor) it did not rain".

24. I consider that that statement of the law is still correct, despite the submissions of the claimants' Counsel to the contrary, and is not affected by the emphasis placed by the Tribunal of Commissioners in reported Decision R(U) 21/56 (paragraph 15), in their above-cited words (para 18 above), i.e.

> "In other words the ultimate question in these cases is not - what does the employer guarantee? but - what does the employee undertake in consideration of the employer's guarantee?"

It is true that the Commissioner in R(U) 23/55 was concerned with a distinction not made in R(U) 21/56 between guarantees of hours and guarantees of wages but his apt metaphor about an umbrella being a protection even if it does not rain is, in my view, unaffected by that distinction.

25. As I have held clause 5 of Section A of the collective agreement to have been in force on the days with which this appeal is concerned, the remaining question is whether, as Counsel for the claimants asserted, clause 5 had in fact been "waived" by the employers so as to be no longer contractually binding upon the claimants as part of their individual contracts of employment. Counsel based his argument upon waiver, because it was accepted by all parties that there was no evidence of any suspension or discharge of the collective agreement, or clause 5 of it, by mutual agreement supported by consideration. The claimant's Counsel however argued that, by informing each claimant at least a week beforehand that he would not be required on specific days in the week, the employers had "waived" clause 5 on each occasion on which they had indicated to the claimants that they were free to do as they pleased on those days (days which included those the subject of this appeal).

26. On the question of waiver, it was said in reported Commissioner's Decision R(U) 2/58 (paragraph 7):

> "An employer may release a worker from [his] duty to render services on any ordinary working day, and the worker may thereby be set free to seek employment elsewhere on that day, but if [he] does not obtain it [he] does not thereby become 'unemployed' ... because [he] still remains formally bound by the obligation to [his] employer. The employer cannot, by waiving his rights, confer a title to unemployment benefit which would otherwise not exist".

27. Similarly, in reported Commissioner's Decision R(U) 1/76, para 7, concerning a purported retrospective waiver, the learned Commissioner said,

> "[The claimant's representative] also sought to challenge the application of Decision R(U) 21/56 on the view that as the employers had in fact waived their right to command their employees' services on [two specified days], the employees were thereby released from their obligations to that employer and were in fact available for employment. No doubt in a sense an employee in that position is de facto available for employment, just as one may be said to be de facto available for employment if his employer gives him a day off. But when covered by a guarantee agreement such as the one in this case, although the employee may be de facto available, he is not regarded as in law available, for purposes of unemployment benefit. The legal nexus between him and his employer has not been broken. Moreover; even if de facto availability were regarded as synonymous with legal availability, that would not be enough. 'Available' and 'unemployed' are not synonymous ..."

28. If it is sought to say that those extracts from reported Commissioners' Decisions establish as a principle of law that there can never be an effective waiver by an employer of a clause in a guarantee agreement requiring the employee to be available for work during the whole of the pay week, thus conferring title to unemployment benefit, I would wish, if the opportunity arose, to reconsider that matter though, as will be seen below, I hold that on the facts of this case there was no waiver. There has been established in a line of cases, which were considered by the House of Lords in Tool Metal Co Limited v Tungsten Electric Co Limited [1955] 1 W.L.R 761; [1955]2 All ER 657, the principle of 'promissory estoppel'. Under that principle it is possible, at least for a time, for a party to a contract to waive a term of that contract with the result that if the other party acts on the waiver and alters his position accordingly, the party waiving the term cannot immediately reassert its full legal force but must give reasonable notice of such reassertion. In the meantime the waiver is an effective defence to the other party if sued by the waiving party for breach of that term. There need be no consideration given by the other party in return for the waiver. See also the decision of the Court of Appeal in Combe v Combe [1951] 2 K.B. 215 where it was emphasized that the principle was a "shield, not a sword" (p 224). Whether however, such a waiver between employer and employee, by creating an estoppel, could bind the department, which is not a party to the estoppel, is in my view, debatable (compare

the decision of the House of Lord (on a not dissimilar point in connection with redundancy payments) in Secretary of State for Employment v Globe Elastic Thread Company Limited [1980] A.C. 506.

29. However, I need not pronounce finally on these rather difficult matters which have not, as far as I know, hitherto been the subject of a Commissioner's decision, because in my view, on the facts of this case, there was no waiver by the employers of clause 5 of the collective agreement. In evidence to the local tribunal it is clear that the employers had informed the claimants that they would be laid off on two days in each of the weeks in question. The plant industrial relations manager of the employers is recorded by the local tribunal as saying, "Para 5 does not entitle company to require claimant to be available at home or at call on days when he is laid off; also if employee is off sick for a period, or on strike, then would not be available and therefore the guarantee would not apply". The claimant's representative stated to the tribunal, "Employers give advance notice that men will be laid off on definite days, so that each man knows well in advance on which days he will not be working and on which he is not to be available within the meaning of para 5 of Agreement". In evidence at the oral hearing before me, a senior industrial relations officer for the employers stated that in the relevant previous weeks the claimants were informed of the days of lay off and that on those days they need not report in to work. He added that on those days the men were free agents and could even do other kinds of work on those days if they wished.

30. Nevertheless, in my view, the arrangements thus made by the employers with the employees (which must be paralleled by similar arrangements in any lay-off or short-time situation) by no means amounted to a waiver of clause 5 of Section A of the collective agreement. A waiver can of course be by word of mouth and does not have to be in writing but in my judgment there must be some definite assurance that, for the time being at least, the whole or part of the term (said to be waived) will be suspended and no longer enforceable. The evidence in this case falls far short of that. The evidence in my view merely establishes that as a matter of convenience the claimants were told that they would not be required to work on given days in the following week, and that their time was their own. But, nevertheless, even on those days and throughout each week the employers kept clause 5 of Section A of the collective agreement in force, having merely made practical arrangements for the succeeding week as to its detailed applicability. The employers in my view regarded for each week all their employees as still being part of the employers' workforce and bound by clause 5 of the collective agreement.

31. In this connection Counsel for the claimants drew my attention to the decision of the House of Lords in Banning v Wright (Inspector of Taxes) [1972] 2 All E.R. 987. That was a case concerning the question

whether or not there had been 'waiver', within the meaning of a Finance Act, of a term of a lease. At page 999 Lord Hailsham is reported as saying,

> ".. I am not altogether able to follow [a Lord Justice of Appeal] in his distinction between waiver of a term, and waiver of a breach of a term. Waiver is the abandonment of a right. Viewed from one aspect of the matter the right abandoned is conferred by the conduct of the appellant in breach. Viewed from another aspect, the same right is conferred by the term of the contract which has been broken by the appellant. When a contract is broken the injured party in condoning the fault may be said either to waive the breach, or to waive the term in relation to the breach. What in each case he waives is the right to rely on the term for the purpose of enforcing his remedy to the breach. I cannot construe 'waiver' as only applicable to the total abandonment of any term in the lease, both as regards ascertained and past breaches, and as regards ascertained or future breaches."

32. This statement, and indeed the case itself, makes the point, that for there to be a 'waiver' it does not have to amount to an outright abandonment for ever of the benefit of a term of a contract. The waiver may be partial only, either in time or as to part of the term or as to a specific breach of it. I entirely accept that, as I must, as a correct statement of the law, but equally I consider that there must in this case be some definite waiver of either the whole or part of a term, either altogether or for a limited period, in order to bring into consideration the principle of promissory estoppel. In my judgment, however, the evidence in this case establishes no waiver of any kind. In my judgment what occurred is that the employers kept clause 5 of Section A of the collective agreement in force. Merely as a matter of administrative convenience they regulated its applicability as to specific days, but waived no part of clause 5.

(Signed) M J Goodman
Commissioner

Date: 26 August 1981

Commissioner's Files: C.U./504/1980, C.U./505/1980, C.U./506/1980
C I O Files: I.O. 3558/U/80, 3559/U/80, 3560/U/80
Region: South Eastern