

11, 1968
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IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL No.35 of 1965

O N A P P E A L
FROM THE FEDERAL COURT OF MALAYSIA
HOLDEN AT SINGAPORE (APPELLATE JURISDICTION)

B E T W E E N:

M. VASUDEVAN PILLAI and
M. KUTTAPPAN NAIR

Appellants

- and -

THE CITY COUNCIL OF
SINGAPORE

Respondents

UNIVERSITY OF LONDON
INSTITUTE OF ADVANCED
LEGAL STUDIES
16 JAN 1969
25 RUSSELL SQUARE
LONDON, W.C.1.

RECORD OF PROCEEDINGS

COLLYER-BRISTOW & CO.
4, Bedford Row,
London, W.C.1.

Solicitors for the Appellants

LINKLATERS & PAINES,
Barrington House,
59-67, Gresham Street,
London, E.C.2

Solicitors for the Respondents

(i)

No. 35 of 1965

IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

O N A P P E A L
FROM THE FEDERAL COURT OF MALAYSIA
HOLDEN AT SINGAPORE (APPELLATE JURISDICTION)

B E T W E E N:

M. VASUDEVAN PILLAI and
M. KUTTAPPAN NAIR Appellants

- and -

THE CITY COUNCIL OF SINGAPORE Respondents

RECORD OF PROCEEDINGS

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IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL No.35 of 1965

O N A P P E A L
 FROM THE FEDERAL COURT OF MALAYSIA
 HOLDEN AT SINGAPORE (APPELLATE JURISDICTION)

B E T W E E N:

M. VASUDEVAN PILLAI and
 M. KUTTAPPAN NAIR Appellants

- and -

THE CITY COUNCIL OF
 SINGAPORE Respondents

10

RECORD OF PROCEEDINGS

NO. 1

WRIT OF SUMMONS

IN THE HIGH COURT OF THE COLONY OF SINGAPORE
 ISLAND OF SINGAPORE

In the High
 Court of the
 Colony of
 Singapore
 Island of
 Singapore

No.1

Suit
 1957 No.1487

Writ of Summons
 4th December
 1957

BETWEEN: 1. M. VASUDEVAN PILLAI
 2. N. KUTTAPPAN NAIR Plaintiffs

and

THE CITY COUNCIL OF SINGAPORE
Defendants

ELIZABETH II, by the Grace of God of the United
 Kingdom of Great Britain and Northern Ireland and
 of Her Other Realms and Territories, Queen, Head
 of the Commonwealth, Defender of the Faith.

To: The City Council of Singapore, City Hall,
 St. Andrews Road, Singapore.

20

In the High
Court of the
Colony of
Singapore
Island of
Singapore

No. 1

Writ of
Summons
4th December
1957
(Continued)

We command you that within EIGHT days after the service of this writ on you, inclusive of the day of such service, you do cause an appearance to be entered for you in a cause at the suit of 1. M. Vasudevan Pillai and 2. N. Kuttappan Nair both of No. 920 Pasir Panjang Road, Singapore, Labourers, and take notice, that in default of your so doing the Plaintiff may proceed therein to judgment and execution.

10

WITNESS The Honourable Sir John Wyatt,
Knight Chief Justice Colony of Singapore,
at Singapore, aforesaid this 4th day of
December, 1957.

Solicitor for the Plaintiffs

N.B. This writ is to be served within twelve months from the date thereof or, if renewed, within six months from the date of such renewal, including the day of such date, and not afterwards.

20

The Defendant or Defendants may appear hereto by entering appearance or appearances either personally or by Solicitor at the Registry of the High Court at Singapore.

A defendant appearing personally may, if he desires, enter his appearance by post, and the appropriate forms may be obtained by sending a Postal Order of \$5.50 with an addressed envelope to the Registrar of the High Court at Singapore.

30

The Plaintiff's claim is for:

1. A Declaration
 - (a) that the dismissal of the plaintiffs from the employment of the Defendants was wrongful:
 - (b) that the Plaintiffs are in the employ of the Defendants.
2. Payment of salary due to the Plaintiffs for the period from the 27th day of

3.

May 1957 to date of judgment.

3. Damages for wrongful dismissal of the plaintiffs from the Defendants' employ.
4. Such other relief as the Court may deem fit.
5. Costs.

In the High
Court of the
Colony of
Singapore
Island of
Singapore

No. 1

Writ of
Summons
4th December
1957
(Continued)

10 THIS WRIT was issued by David Marshall
of Nos. 8/10, 1st Floor, Bank of China
Chambers, Singapore, Solicitor for the
Plaintiffs who resides at No. 920 Pasir Panjang
Road, Singapore.

The address for service is No. 8/10 1st
floor, Bank of China Chambers, Singapore.

In the High Court of the Colony of Singapore Island of Singapore

NO. 2

AMENDED STATEMENT OF CLAIM

IN THE HIGH COURT OF THE COLONY OF SINGAPORE

ISLAND OF SINGAPORE

No. 2
Amended Statement of Claim
20th August 1963

Suit No: 1487 of 1957

As amended in red by consent of the Judge on 23rd July, 1963.

BETWEEN:

- 1. M. VASUDEVAN PILLAI
 - 2. N. KUTTAPPAN NAIR
- Plaintiffs

- and -

10

THE CITY COUNCIL OF SINGAPORE

Defendants

AMENDED STATEMENT OF CLAIM

1. On May 1st 1952 the first Plaintiff, and on February 2nd 1956 the second Plaintiff were respectively offered and accepted in accordance with the rules framed under the Municipal Ordinance and the various agreements arrived at from time to time between the City Council and the Electrical Workers Union employment of a permanent nature as daily rated unskilled labourers with the Defendants.

20

2. By the terms express or implied of their employment the Plaintiffs were entitled to superannuation and retirement benefits and to continue in the employment of the Defendants until the said employment was determined in accordance with the agreement aforesaid and in no other manner.

3. The Plaintiffs will crave leave at the trial of this action to refer to the text of the said rules and agreement for the full terms thereof.

30

4. The Plaintiffs were engaged as unskilled

labourers and their duties at all material times consisted of sweeping the drains outside the Defendants' Pasir Panjang Power Station, sweeping the Officers' Quarters there, levelling the earth outside the said Power Station and similar other work outside the Power Station.

In the High Court of the Colony of Singapore Island of Singapore

No. 2

10 5. On May 23rd 1957 the Defendants ordered the Plaintiffs to work as boiler cleaners inside the said Power Station, which work was work of a kind which the Plaintiffs had not undertaken to perform either at the time of their employment or at any other time. The said work was and is not in the course of the Plaintiffs' employment, which the Defendants know, and carries with it a higher rate of wages.

Amended Statement of Claim
20th August 1963

20 6. The Plaintiffs refused to perform the said work of boiler cleaning as they were entitled to not being engaged to perform the said work and not being obliged to do so by the terms express or implied of the agreements hereinbefore referred to and the Defendants on May 27th 1957 wrongfully purported to terminate the Plaintiffs' service by notice in writing of even date.

30 7. The defendants were not entitled by the terms of the agreements hereinbefore referred to to determine the Plaintiffs' services save and except in one of the eventualities provided for by the said agreements.

8. Further and/or in the alternative the Defendant Corporation were not entitled to dismiss the Plaintiffs summarily or by notice without first holding an enquiry in accordance with the provisions of Chapter 2 Section 4.

40 9. The Plaintiffs will refer at the trial of the action to the said rules for the full terms and effect thereof.

10. The Plaintiffs will contend that on a proper construction of rule the enquiry intended to be held was of a quasi judicial nature and/or to be conducted in accordance

In the High
Court of the
Colony of
Singapore
Island of
Singapore

No. 2

Amended
Statement of
Claim
20th August
1963
(Continued)

with the principles of natural justice. The said enquiry was not held or conducted in any manner reasonable capable of being considered either of a quasi judicial nature or in accordance with the principles of natural justice.

11. In particulars statements against the accused were received and recorded without the Plaintiffs being made aware of the nature thereof and in their absence. No clear indication was given to the Plaintiffs of the basis of the complaints. 10

12. The Plaintiffs will contend that the proceedings were a nullity and that the Defendant Corporation had no power to dismiss the Plaintiffs except after compliance with the relative provisions.

8.13. The Plaintiffs have by the Defendants' wrongful acts lost wages and the said retirement and superannuation benefits which they would have derived had they continued in the Defendants' service as they are entitled to and have been unable to contain another situation and have remained unemployed from that date until now. 20

9.14. The Defendants have not paid the Plaintiffs their wages as well as overtime charges for the period from 15th May, 1957 to 27th May, 1957 the exact amount of which the Plaintiffs are not in a position to provide until after discovery. 30

10.15. The Defendants' conduct in purporting to dismiss the Plaintiffs by notice cannot be adequately compensated for by damages and amounts to a nullity.

11.16. In the premises the Plaintiffs claim that the purported termination of their services by notice for refusing to perform an act they were not engaged to perform, was a nullity being not one of the circumstances in respect of which the Defendants were entitled to terminate the services of the Plaintiffs and the Plaintiffs are still in the employ of the Defendants 40

12. 17. And the Plaintiffs claim:

In the High
Court of the
Colony of
Singapore
Island of
Singapore

No. 2

Amended
Statement of
Claim
20th August
1963
(Continued)

10

(a) A Declaration that the Defendants were not entitled to determine the services of the Plaintiffs by notice or otherwise for refusing to perform an act which they were not obliged to perform under any of the rules of the City Council or by virtue of the Agreements made between the Union of which the Plaintiffs were members (sic) and the City Council from time to time, and

(b) That by virtue thereof the purported dismissal of the Plaintiffs amounted to a nullity and that the Plaintiffs and each of them are still in the employment of the Defendants and entitled to receive work and wages in accordance with the aforesaid.

20

(ii) Damages

(iii) Arrears of wages and overtime charges from the 15th to 27th May, 1957.

(iv) Arrears of wages from the 27th May 1957 until the date of judgment.

(v) Alternatively, damages for wrongful dismissal

Dated and delivered this 27th day of February 1958

Dated and delivered this 20th day of August, 1963

30

Sd. David Marshall & Co.
Solicitors for the Plaintiffs.

SD. DAVID MARSHALL
Solicitors for the Plaintiffs.

To the above named Plaintiffs,
and to their Solicitors,
Messrs. Drew & Napier.

In the High
Court of the
Colony of
Singapore
Island of
Singapore

NO. 3

REQUEST FOR FURTHER AND
BETTER PARTICULARS OF
ORIGINAL STATEMENT OF
CLAIM

No. 3

Request for
further and
better
particulars
of Original
Statement of
Claim
6th March 1958

DREW & NAPIER

Singapore,
6th March, 1958.

CENA/ST/291T.(A.64)

Messrs. David Marshall & Co.
Singapore.

10

Dear Sirs,

Suit No. 1487 of 1957
M. Vasudevan Pillai and anor.
vs.
The City Council

We should be obliged if you would let us
have the following further and better particulars
of the Statement of Claim.

Paragraph 1

1. Who offered the Plaintiffs employment in
accordance with the rules framed under the
Municipal Ordinance and the various agreements
arrived at from time to time between the City
Council and the Electrical Workers Union.

20

2. What are 'the rules framed under the
Municipal Ordinance' referred to in lines
3 & 4.

3. What are the dates of the various
agreements arrived at from time to time between
the City Council and the Electrical Workers
Union. Were the agreements oral or written.

30

Paragraph 2

1. Was it an express or implied term of
the Plaintiffs employment (a) that the
Plaintiffs were entitled to superannuation

and retirement benefits;

(b) that the Plaintiffs could continue in the employment of the Defendants until the said employment was determined in accordance with the agreement aforesaid and in no other manner.

If express when and between whom and in what way was the term agreed.

If implied in what way was it implied.

10 Paragraph 5.

1. Who ordered the Plaintiffs to work as boiler cleaners inside the Power House.

2. What kind of work had the Plaintiffs 'undertaken not to perform'.

20 3. When did the Plaintiffs undertake not to perform such kind of work. If it is alleged that there was an agreement between the Plaintiffs and the Defendants that the Plaintiffs should not be required to undertake such kind of work what was the date of such agreement, was it oral or in writing and who made the agreement on behalf of the Defendants.

Paragraph 6

What are the 'agreements hereinbefore referred to.' If this a reference to the alleged agreements between the Defendants and the Electrical Workers Union what were the implied terms of such agreements.

30 Paragraph 7.

In which particulars agreements were the eventualities for determination set out, and what was the date of such agreements.

Yours faithfully,

Sd. Drew & Napier.

In the High Court of the Colony of Singapore Island of Singapore

No. 3

Request for further and better particulars of Original Statement of Claim
6th March 1958
(Continued)

In the High Court of the Colony of Singapore Island of Singapore

NO. 4

FURTHER AND BETTER PARTICULARS OF ORIGINAL STATEMENT OF CLAIM

No. 4

Suit No.: 1487 of 1957

Further and better particulars of Original Statement of Claim
15th May 1961

B E T W E E N:

1. M. VASUDEVAN PILLAI
2. N. KUTTAPPAN NAIR Plaintiffs

- and -

THE CITY COUNCIL OF SINGAPORE Defendants

10

The following are the further and better particulars requested in a letter dated the 6th March 1958 by the Solicitors for the Defendants.

Further and Better Particulars

Paragraph 1

1. The Plaintiffs are not in a position to say who actually offered them employment. They say that they applied for work as unskilled labourers to the Officer in charge of the Power Station at Pasir Panjang and were accepted as such. After their employment was confirmed, the Plaintiffs became members of the City Council Electrical Workers Union. From time to time, meetings were held between the representative of the said Union and the Officers attached to the City Council Electricity Department. The various agreements arrived at such meetings are embodied in the minutes of the meetings, copies of which are supplied to the parties concerned.
2. The rules are, inter alia, that an ordinary unskilled labourer is paid \$4.15 per day and that his work is

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confined to the exterior of the power station.

In the High Court of the Colony of Singapore Island of Singapore

No. 4

Further and better particulars of Original Statement of Claim
15th May 1961
(Continued)

3. On the 18th June, 1956, a meeting was held at the Pasir Panjang Power Station between the representative of the Plaintiffs Union and the Acting Superintendent of the Power Station at which various matters were discussed and confirmed. According to clause 9 of the minutes of the said meeting, it was inter alia, agreed that the rectors would work inside the Power Station building and labourers outside. A copy of the minutes of the meeting signed by Mr. C.S. Denham, the Acting Power Station Superintendent, was supplied to the Plaintiffs Union.

10

Paragraph 2.

- (a) It was an implied term of the Plaintiffs employment that they were entitled to superannuation and retirement benefits. Prior to the year 1955, labourers were paid gratuity. Subsequently, the Central Provident Fund Ordinance came into force which applied to both employer and employee.
- (b) It was an implied term of the Plaintiffs employment that they could not be dismissed from service unless they committed misconduct or deliberately refused to carry out the lawful orders of their superiors which were confined to the type of work for which they were primarily engaged.

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Paragraph 5

1. The person who gave the Plaintiffs orders to work as boiler cleaners inside the power house was Serang Ishak.
2. The Plaintiffs had undertaken not to perform any kind of work inside the power house.
3. When the Plaintiffs were first engaged

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In the High
Court of the
Colony of
Singapore
Island of
Singapore

as labourers, they were classified as unskilled ordinary labourers and it was understood between their superiors and themselves that their work would be confined to grass cutting, earth moving and sweeping outside the power station.

Paragraph 6

—————
No. 4
Further and
better
particulars
of Original
Statement of
Claim
15th May 1961
(Continued)

It was implied term of the agreement between the Defendant and the Plaintiffs Union that a person earning \$4.15 a day would be classified as an ordinary unskilled labourer.

Paragraph 7

The Plaintiffs are not able to pinpoint the particular agreement but they contend that during the meetings between their Union representative and the Defendants representatives, the law of master and servant applied generally to both parties.

Delivered this 15th day of May 1961.

20

Sd. Marshall & Chung.

Solicitors for the Plaintiffs.

To:

Messrs. Drew & Napier,
Solicitors for the Defendants.

—————

NO. 5

REQUEST FOR FURTHER AND
BETTER PARTICULARS OF THE
ORIGINAL STATEMENT OF CLAIM

In the High
Court of the
Colony of
Singapore
Island of
Singapore

DREW & NAPIER

Singapore,
22nd May, 1961.

No. 5

Request for
further and
better
particulars of
the original
Statement of
Claim
22nd May 1961

JG/PAJ/3/61

Dear Sirs,

10

Suit No. 1487 of 1957
1. M. Vasudevan Pillai
2. M. Kuttappan Nair

v.

City Council of Singapore

20

We regret to state that particulars
filed by you on the Plaintiffs behalf on the 15th
May are inadequate. We are unable to file a
defence on the strength of the particulars
supplied, and should be obliged for the
following Further and Better Particulars of the
Statement of Claim.

Under Paragraph 1 -

30

Of the allegation that the Plaintiffs were
employed in accordance with the rules framed
under the Municipal Ordinance and the various
agreements arrived at from time to time between
the Defendants and the Electrical Workers Union,
stating precisely upon what rules framed under
the said Ordinance the Plaintiffs will rely
and likewise specifying precisely which
agreements arrived at between the Defendants and
the said Union, stating the dates and terms
thereof and whether the said agreements were
written or oral.

Under Paragraph 7

Of the allegation that the Defendants
were not entitled by the terms of their
alleged agreements with the plaintiffs to

In the High
Court of the
Colony of
Singapore
Island of
Singapore

determine the Plaintiffs services save and except in one of the eventualities provided for by the said agreements, stating whether the said agreements were written or oral, if written stating the date and giving a description thereof; if oral, stating when, where and between whom made and the terms thereof.

No. 5

Request for
further and
better
particulars of
the original
Statement of
Claim
22nd May 1961
(Continued)

Please let us have the aforesaid particulars within seven days, failing which we will have no alternative but to apply to the Court therefore.

10

Yours faithfully,

Sd. Drew & Napier.

Messrs. Marshall & Chung,
Singapore.

NO. 6

FURTHER AND BETTER PARTICULARS
OF ORIGINAL STATEMENT OF CLAIM

In the High
Court of the
Colony of
Singapore
Island of
Singapore

Suit No: 1487)
of 1957)

No. 6

B E T W E E N:

1. M. Vasudevan Pillai
2. N. Kuttappan Nair
Plaintiffs

Further and
better
particulars of
Original
Statement of
Claim
8th June 1961

10

- and -

The City Council of Singapore
Defendants

FURTHER AND BETTER PARTICULARS

The following are the further and better particulars requested in a letter dated the 22nd day of May 1961 by the Solicitors for the Defendants.

20

Under paragraphs 1 and 7: The Defendants are not entitled to ask for particulars of rules made under the provisions of an Ordinance. Further or alternatively the Defendants well knew or should have known of such rules.

30

The Plaintiffs have already set out in the Further and Better Particulars filed on the 16th day of May 1961 that the various agreements arrived at such meetings are embodied in the Minutes of the meetings, copies of which are supplied to the parties concerned. If the Defendants are entitled to still further and better particulars the same will be given after discovery.

Dated and delivered this 8th day of June 1961.

Sd. Marshall & Chung.

Solicitors for the Plaintiffs

To: Messrs. Drew & Napier,
Solicitor for the Defendants.

NO. 7

In the High
Court of the
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Singapore
Island of
Singapore

FURTHER AND BETTER PARTICULARS OF
ORIGINAL STATEMENT OF CLAIM

No. 7

Suit No. 1487
of 1957

Further and
better
particulars
of Original
Statement
of Claim
30th June 1961

B E T W E E N: 1. M. VASUDEVAN PILLAI
2. N. KUTTAPPAN NAIR

Plaintiffs

- and -

THE CITY COUNCIL OF SINGAPORE

10

Defendants

PARTICULARS delivered by the Plaintiffs
pursuant to an Order of Court dated the
9th day of June, 1961

Particulars are hereunder.

Under Paragraph 1.

The Plaintiffs will rely on Chapter II of the
rules relating to Daily Rated Labour and on the
Minutes of Meeting with Electrical Workers Union
and Acting Power Station Superintendent at Pasir
Panjang Power Station on the 18th June 1956. The
Minutes were signed by C.S. Denham.

20

Under paragraph 7

The Agreements are contained in Chapter II
Section IV of the said rules relating to Daily
Rated Labour.

Dated and Delivered this 30th day of June, 1961.

Sd. Marshall & Chung

Solicitors for the Plaintiffs

To the above named Defendants
and to their Solicitors Messrs. Drew &
Napier.

30

NO. 8

AMENDED DEFENCE

Suit No: 1487 of 1957

B E T W E E N:

1. M. VASUDEVAN PILLAI
2. M. KUTTAPPAN NAIR Plaintiffs

- and -

THE CITY COUNCIL OF SINGAPORE

Defendants

In the High
Court of the
Colony of
Singapore
Island of
Singapore

No. 8

Amended
Defence
24th August
1963

10

AMENDED DEFENCE

1. The Defendants admit that on the dates set out in paragraph 1 of the amended Statement of Claim the Defendants employed the first and second Plaintiffs as unskilled labourers.

20

2. Save as aforesaid, the Defendants deny the allegations contained in paragraphs 1, 2, 4 and 5, 6 and 7 of the amended Statement of Claim, and in particular it is denied that the Plaintiffs' employment was subject to any express or implied conditions, as alleged or at all.

30

3. The Defendants admit that the first and second Plaintiffs were dismissed from the Defendants' employment in or about May 1957 with notice, and say that the Defendants were entitled so to terminate the employment of the Plaintiffs. Save as to the date of termination of the Plaintiffs' employment the contents of paragraph 6 of the amended Statement of Claim are denied.

~~4. Paragraph 7, 8, 9, 10 and 11 of the Statement of Claim are denied and the Defendants say that the Plaintiffs are not entitled to the relief sought in paragraph 12 of the Statement of Claim or at all.~~

4. ~~As to paragraphs 8, 9, 10, 11 and 12 of the amended Statement of Claim, the Defendants say that an enquiry was duly held~~

In the High
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No. 8

Amended
Defence
24th August
1963
(Continued)

pursuant to the provisions of Chapter 2,
Section iv. It is denied that the intention
of the aforesaid provisions was that such
enquiries should be of a quasi-judicial nature,
as alleged or at all. If such was the
intention, which is denied, the Defendants
say that the enquiry involving the Plaintiffs
was properly conducted and in accordance with
the principles of natural justice.

4A. In the alternative, if, which is not
admitted, the enquiry was of a quasi-judicial
nature and if, which is not admitted, it
was not conducted in accordance with the
principles of natural justice, the Defendants
say that any alleged defect in the
conduct of the said enquiry was cured at the
hearing of the the appeal against dismissal
of the Plaintiffs, which appeal was by way of
rehearing.

10

5. The Defendants say that the provisions
of Chapter 2, section iv (3) relating to
dismissal for misconduct were properly
complied with.

20

6. Paragraph 13 of the amended Statement
of Claim is denied.

7. As to paragraph 14 of the amended
Statement of Claim the Defendants admit
that the Plaintiffs are entitled to wages
for the period from the 15th May, 1957,
to the 27th.

30

5. 9. Save as hereinbefore expressly admitted
all the allegations in the amended Statement
of Claim are denied as though set forth
seriatim and expressly traversed.

Delivered the 20th day of July, 1961.

Amended as underlined in red ink this
24th day of August, 1963, pursuant to
the Order made herein on the 23rd day of
July, 1963.

sd. Drew & Napier.

40

Solicitors for the Defendants

NO. 9

COURT NOTES OF EVIDENCE

Suit No. 1487 of 1957

B E T W E E N:

- 1. M. VASUDEVAN PILLAI
- 2. M. KUTTAPPAN NAIR

Plaintiffs

-and-

THE CITY COUNCIL OF SINGAPORE

Defendants

Coram: Tan Ah Tah, J.

22nd July, 1963

L.A.J. Smith, Murugaiayan with him, for Plaintiffs.

Grimberg for Defendants.

(Agreed bundle of documents marked AB)

Smith: The Plaintiffs are daily rated labourers. Their appointment is permanent and pensionable. Boilers and ducts form one mechanism. There are erectors and boiler cleaners. The erectors clean the ducts. Their rate of pay is higher than that of labourers. The labourers' rate at that date was \$4.15. The erectors' rate was \$4.40.

It is not disputed that the Plaintiffs were asked to clean the ducts and that they refused to do so. Boiler cleaners are on a higher rate of pay than labourers.

Grimberg: Plaintiffs were asked to clean the ducts and air heaters. The ducts are cleaned by erectors but labourers have from time to time cleaned the ducts and such work is classified as unskilled work. I agree that erectors and boiler cleaners are on a higher rate of pay than labourers. I agree that if the Plaintiffs can prove that the work they were asked to do was

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No. 9

Court notes of speeches and evidence

Plaintiff Counsels opening speech 22nd July 1963

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In the High Court of the Colony of Singapore Island of Singapore

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Court Notes of speeches and evidence

Plaintiff Counsels opening speech 22nd July 1963 (Continued)

not unskilled work and that it was work they were not obliged to do then the dismissal would be ultra vires and would therefore be wrongful dismissal.

Smith: I admit that Plaintiffs were asked to clean the ducts. (By consent, minutes of meeting held on 18.6.56 and list of duties of labourers and erectors put in and marked P1). Both Plaintiffs were transferred to the Pasir Panjang Power Station in November, 1956.

10

Smith goes through the agreed bundle of documents.

Adjourned to 2.30 p.m.

(By consent, rules relating to daily rated labourers put in and marked P2).

Smith: The rules were made under section 17 of the Municipal Ordinance.

See Chapter XI Section IV of Sundry Rules and Regulations.

The Plaintiffs could only be dismissed for misconduct and nothing else. They are unlike ordinary employees who can be dismissed on reasonable notice.

20

Damages would not be on the basis of what the employee would have obtained if reasonable notice had been given.

Barber v. Manchester Regional Hospital Board (1958) 1 W.L.R. 181; (1958) 1 All E.R. 322 at page 331 H.

The damages would be what Plaintiffs would have earned if he (sic) had not been dismissed

30

McClelland v. N. Ireland General Health Services Board (1957) 2 All E.R.129.

There are many grades of officers in the City Council. The Local Government Ordinance provides that certain officers cannot be dismissed without the Minister's permission.

Chapter II Section IV is exhaustive.

Plaintiffs are on the permanent and pensionable staff and they enjoy super-annuation benefits.

The monthly rated staff can give a month's notice.

Nothing is said about the daily rated staff.

10

Nothing is said about the City Council's right to give notice.

Short v. Poole Corporation (1926) Ch. 66 at p. 85.

The enquiry was an improper one. It was not even a quasi-judicial enquiry.

Grimberg: It has not been suggested in the pleadings that the enquiry was improper.

(This point will be further discussed tomorrow)

Adjourned to 23/7/63.

20

Sgd. Tan Ah Tah.

23rd July 1963

Coram: Tan Ah Tah J.

Suit No. 1487/57 (continued)

Counsel as before.

In the High Court of the Colony of Singapore Island of Singapore

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Court Notes of speeches and evidence

Plaintiff Counsels opening speech 22nd July 1963 (Continued)

Plaintiffs Evidence K. Suppiah Examination 23rd July 1963

Smith: The statements of the City Council officers were not taken in the presence of the Plaintiffs. It was not a proper enquiry.

(After discussion, Smith says he will file an amended statement of claim within 7 days).

30

Smith calls:-

P.W.1. K. Suppiah a.s. in Tamil No. 17 Block D, Pasir Panjang Power Station Quarters.

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Court Notes
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Plaintiffs
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K.Suppiah
Examination
23rd July 1963
(Continued)

Charge-hand at Public Lighting Department,
Thomson Road. I am a daily rated
employee of the City Council. I have
been so employed since 1928 except for the
period of Japanese occupation. I receive
my pay twice a month. My pay is
calculated by reference to a fixed number
of days in the month. It is fixed at
26 days except in the case of the
Pasir Panjang Power Station where it
is fixed at 30 days.

10

Plaintiffs used to work at the
Pasir Panjang Power Station. Even then
their pay was calculated on a 30 day basis.
Plaintiffs were daily rated employees.

I am a member of and president of the
Public Daily Rated Employees Unions
Federation. It is a federation of Public
Daily Rated Unions. I am also president
of the Public Daily Rated Electrical
Workers' Union. Previously the Union
was called the City Council Electrical
Workers' Union. The change took place
in May or June 1961. The plaintiffs
were members of both these Unions.

20

I am on the permanent establishment
of the City Council. So were the Plaintiffs.
There was a superannuation scheme providing
for benefits on retirement. Plaintiffs
would have been entitled to these
benefits.

30

My Union and the smaller Unions have
had discussions with the City Council with
regard to terms and conditions of service.
Prior to the dismissal of Plaintiffs we
had such discussions with the City Council.
It had never been suggested that the City
Council could give us notice at any
time and for any reason they liked. The
City Council could not dismiss us like an
ordinary employee. We are entitled to
work for the City Council until we reach
60. In special cases we are allowed to
work till we reach 61. I know of no reason,
except misconduct, for which a City
Council employee can be dismissed. This is

40

our understanding. The rules are in the book (indicating P2). A similar book was handed to me by the City Council. We were told it contains the rules regulating our service.

10 I became President of the City Council Electrical Workers' Union in 1954. I became a member of Committee of the Federation in 1954 and became President in 1959. The book was handed to me at the end of 1954 after the Ritson recommendations. I produce the book which was handed to me at the end of 1954. (book of rules marked P3).

After the Ritson recommendations the City Council agreed that City Council employees could not be dismissed by notice.

20 There was a time when City Council employees were given pink cards and some were given white cards. Temporary employees had pink cards and permanent employees had white cards. Plaintiffs had white cards.

The terms of service are in the book of rules P2.

The majority of members of the City Council Electrical Workers' Union are Indians who come from India.

30 The only persons to whom notice can be given are temporary employees and in cases of redundancy.

After Ritson it was agreed that working conditions and terms of service could only be altered after discussion with the Union and after the Union has agreed.

40 Plaintiffs were unskilled labourers working for the City Council before they went to the Power Station. They were paid at the rate of \$4.15 per day on the basis of 20 days per month. That was the lowest rate of pay.

In the High Court of the Colony of Singapore Island of Singapore

No. 9

Court Notes of speeches and evidence

Plaintiffs Evidence
P.W.1
K. Suppiah
Examination
23rd July 1963
(Continued)

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K. Suppiah
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23rd July 1963
(Continued)

When Plaintiffs went to the Power Station they were paid on a 30 day basis. They remained the lowest paid employees of the City Council. At one time the lowest paid employees were not employed at the Power Station. My Union discussed the matter with the City Council and they eventually agreed to employ that type of employee at the Power Station. Such employees were so employed. There is a minute dated 18.6.56 which deals with this matter (see P1). 10

After Plaintiffs were dismissed I wrote several letters to the City Council. I understood that Plaintiffs were asked to work inside the Power Station. This work should be done by erectors. Erectors are paid more because of the nature of the work. This is work which daily rated employees earning \$4.15 would not do. This had been agreed with the City Council. I considered there had been a breach of this agreement. The Type of work that would be done by various categories of unskilled labourers had been agreed with the City Council. 20

My Union told Plaintiffs that they were not to work inside the Power Station.

It is essential that one worker should not do another worker's work. This fact is known to the City Council. 30

My Union tells its members that if they are asked to do work which they should not do they are to tell the Union Representative. This fact was known to the City Council.

It had been agreed with the City Council that the workers should inform the Union representative if there was a dispute with any City Council officer. It is a generally accepted practice that a worker should see the Union representative in such circumstances. 40

Adjourned to 2.30 p.m.

K. Suppiah on former affirmation.

XXd. by Grimberg.

Daily rated workers have to be given at least 26 days work at other places and at least 30 days work at Pasir Panjang Power Station. That is the practice.

10 I agree that daily rated workers are paid at the rate of \$4.15 per day. They work 44 hours per week. I agree that if they work for more than 44 hours they are paid on an hourly basis.

At the Power Station one continues working on public holidays and week-ends. Work in excess of 44 hours is paid at 1½ times.

On Sundays it is double pay. On public holidays it is treble pay.

Work done on Saturday afternoon is paid at 1½ times the normal rate.

20 Plaintiffs are still members of the Electrical Workers' Union. Whether they pay subscriptions or not they are treated as members. One of the Plaintiffs went to Borneo 3 or 4 months ago. The Plaintiffs may have been employed occasionally. Until they are permanently employed elsewhere and this action is concluded they are members.

30 The understanding that the City Council cannot terminate employment except for misconduct need not be expressed. If the City Council says services can be terminated for various reasons they should set them out in the rules.

An employee is not given a letter of employment. He is given a card. The card bears his name, designation, rate of pay, and date of entry into the service. The circumstances in which he can be dismissed are not stated in the card.

40 I cannot say when the City Council agreed

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that employees could not be dismissed by notice. I would not say this is an important matter. If they said how employees could be dismissed that would be important. I don't consider this important.

I don't know whether any meetings were held after the Ritson report at which the question of dismissal by notice was discussed.

I have never heard of dismissal by notice before the Ritson report. 10

When I came into the Union the book of rules was given to me.

I thought the City Council agreed because they handed P3 to me.

It is not strange that the agreement was not included in Appendix K of P3. It is strange that if the City Council wants to dismiss employees it does not set out its powers in writing.

As a result of a meeting on 18.6.56 P1 including the schedule was drawn up. I cannot say whether any other schedule was drawn up. I say that according to P1 daily rated labourers are not supposed to work inside the station. 20

I agree that Boiler No. 1 is inside the station. P1 was not drafted so precisely as to prevent a sweeper from entering the station. I agree that some daily rated labourers might have gone into the station to do jobs here and there. If daily rated workers have gone in to assist erectors they have done so because officers instructed them to do so and these officers should not have done so. Labourers have complained to me about it about 5 to 6 months prior to the dismissal of the Plaintiffs. After that first complaint workmen came every 5 to 10 days to complain to me. 30

Labourers could be working inside the station because of fear of consequences. I agree mine is a powerful Union. I agree I am jealous of my members' rights. Members may have been frightened because of the dismissal of the Plaintiffs. 40

Sgd. Tan Ah Tah
Adjourned to a date to be fixed by the Registrar.

9th September, 1963

Coram: Tan Ah Tah J.

Suit No. 1487 of 1957 (continued)

Counsel as before

An amended statement of claim was filed on 20.8.63.

An amended defence was filed on 24.8.63.

Grimberg says this deals with a point not covered by the amendment to the statement of claim.

10 Smith applies for leave to file a Reply.

Leave granted to file a Reply on or before 11.9.63.

Sgd. Tan Ah Tah.

K. Suppiah On Former affirmation

XXd. by Grimberg (continued)

20 I reply on the agreement P1 and also on the fact that before May 1956 this type of labourers was not employed at the power station and different people were carrying out this work.

I agree that daily rated workers work inside the power station - they are doing unskilled work inside the station.

I say that the cleaning of ducting is skilled work. A labourer has to wear a special suit, he has to be provided with lighting and air, and he will die if he doesn't get air.

(Para. 4 of letter at p.24 of AB interpreted to witness)

30 You should not pick out one paragraph. You should read the whole letter.

I would advise young labourers to do the work first and then complain to the Union. In this instance plaintiffs acted properly.

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Court Notes of speeches and evidence

Plaintiffs Evidence
K. Suppiah
Cross-examination
(Continued)
9th September 1963

In the High Court of the Colony of Singapore Island of Singapore

It was proper for Plaintiffs to refuse to go to the City Hall.

At the meeting held on 25.5.57 Mustaffa was present to see that the statements were properly recorded. He was present when all statements were taken. Byrne was also present.

No. 9

Court Notes of speeches and evidence

After Plaintiffs had been dismissed they appealed to the Establishments Committee. Marshall appeared for them and argued the appeal.

Plaintiffs Evidence K. Suppiah Cross-examination

2nd Plaintiff is present today. 1st Plaintiff is unable to come. He sent me a telegram. 1st Plaintiff was not here when this case was heard in July 1963. He is in Borneo. I don't know whether he is employed by a contractor.

10

9th September 1963 (Continued)

Re-Xd by Smith.

Re-examination

The City Council employ labourers whose regular job is to clean the ducts. They wear boiler-suits. It covers the body from the neck to the feet. Plaintiff wear ordinary shirts and shorts when they work.

20

Erectors are paid an excess of more than 20 cents per day. They are required to go inside the ducts.

The place at which Plaintiffs were required to work is on the first floor of the power station.

(Shown sketch) This shows the ducting. There is an opening with a cover - one opens the cover and enters the duct. A labourer who cleans the ducting must enter it and wear a special suit and be provided with lighting and air. If he is not provided with air he will suffocate (By consent, sketch marked P4).

30

A hose is sometimes used to clean the duct. One has to get inside the duct to use the hose.

Prior to June 1956 labourers had complained

about being asked to clean the ducts.

After the meeting I told the daily rated labourers that they need not do that sort of work as the matter had been dismissed at the meeting.

By Court:-

10 I have never worked at the Pasir Panjang Power Station. I have been there but not to work. I have seen people cleaning the ducts. I have seen the special suits. I think they are called boiler-suits. I have worked as a fitter, improver, 2nd fitter, 1st class fitter in public lighting. I am now in charge of a workshop. This workshop deals with maintenance of public lighting.

Sgd. Tan Ah Tah.

In the High Court of the Colony of Singapore Island of Singapore

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Court Notes of speeches and evidence

Plaintiffs Evidence
K. Suppiah
Re-examination
9th September 1963
(Continued)

P.W.2 M. Kuttappan Nair. a.s. in Malayalam

16-E Bukit Timah, 6th mile. Unemployed.

20 I was a labourer at Pasir Panjang Power Station. My duties were cutting grass, sweeping, removing rubbish. My pay was \$4.15 per day.

One day I was asked to clean the ducts. I understood I had to go into the duct and clean it with a scraper and then wash it. I had never done the job before. No instructions were given to anyone else in connection with this job. I was not provided with a hose. I was not told what I had to do.

30 1st Plaintiff and I received instructions at the same time to do this job. There was a 3rd person present. All three of us refused to do the job. We told them it was not our work. It was the work of man who got better pay. The 3rd person is still working in the City Council.

The man (sic) who clean the ducts wear boiler suits. I don't know how often the ducts are cleaned.

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XXd. by Grimberg.

I don't know whether the ducts are cleaned every day.

I was first employed by Defendants on 2.2.56 I applied to the Labour Department, Havelock Road. I saw a Labour Officer. Later I was examined by a doctor. Subsequently I was accepted as a daily rated labourer.

I first worked in the Road Department. I stacked stones. I tarred the surface of roads. The tarring requires skill as it is done by old hands. I threw the tar on the surface of the road. The other work in connection with tarring was done by daily rated labourers.

10

I understood I could be asked to do any unskilled work. I was not given any document stating what type of work I would be asked to do. I did not stipulate what sort of work I would do.

20

I don't understand what is meant by screen house.

(Page 7 of AB interpreted to witness) I was referring to the pump house. It is not inside the power station. It is near the sea-shore. I did not complain about having to scrape the iron. It was unskilled work and part of the terms of my employment.

The serang Ishak told me I had to go inside the ducting to clean it. I say that on oath. I told Ishak that it was not my work. Later I said the same thing in the presence of Thornton. Ishak may have told Thornton what I said. I conveyed the same thing to Briggs.

30

Adjourned to 2.30 p.m.

M. Kuttappan Nair on former affirmation

XXD. by Grimberg (continued)

The 3rd person was Kassim, an Indian Muslim. I considered it was unfair he was not suspended. I did not mention his name at the enquiry because

40

I was not asked to.

I don't agree that the work required no more skill than the work of scraping the iron. It requires a certain amount of skill. It is done by higher paid man. (sic) I had some idea from other labourers that it required skill.

10 Scraping, washing and throwing out dust - that was the work to be done. People doing that work wear boiler suits. Light is provided. Air is supplied to them. I don't know how to explain the nature of the skill.

The man (sic) who wear boiler suits wear them all the time, all day and every day. They clean the ducts and do nothing else.

I don't know whether 1st Plaintiff had cleaned the ducts before this occasion. We started to work at the power station together. It is true he joined the City Council in 1958 while I joined it in 1956.

20 I don't know that one has to open a window to clean the duct.

I know the work of duct cleaning is not an ordinary labourer's job.

30 Q. So you refused to do the work without knowing what entailed?
A. No, the serang told me I had to work inside the duct. Earlier he told me I had to scrape, sweep and wash. I did not know what the inside looked like.

40 Q. You did not know whether the work was difficult or easy, you declined to do it because there were people of a higher grade to do it?
A. It is more or less like that. I did not say the higher grade people must be asked to do it. I did not know that it was urgent for the work to be done that day. I did not know the boiler had to be put back in service so that a defective boiler could be taken out of service. I did not know that the labour force was depleted due to sickness.

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Court Notes of Speeches and Evidence

Plaintiffs Evidence
M. Kuttappan Nair
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About 10 days prior to this incident, we were told to do similar work. We said it was work to be done by higher paid people. That was accepted by the officers. I was one of those who were instructed by Ishak to do the work about 10 days prior to this incident. On 23.5.57 I thought my objection would be accepted by the authorities.

On 25.5.57 I attended an enquiry at the City Council. I knew they wanted to record statements about my not doing the work. I knew it concerned the incident when Ishak asked me to do the work. I said that the type of work I had been asked to do was not work to be done by a labourer of my grade and I again said it was work to be done by men of a higher grade. My statement was read to me in Tamil. I understood a little. At that time there was only a Tamil Interpreter present. I told my side of the story. I was asked questions. I gave the answers that I wanted to give. 10 20

On 27.5.57 I received a notice of dismissal. I had not been paid since 15.5.57. I did not go and collect my pay from 15.5.57 to 27.5.57. I did not do so because we wanted to go further on the question of dismissal. I thought I would prejudice my case by collecting my pay.

Prior to 27.5.57 including overtime, I got about \$200/- p.m.

After 27.5.57 I think I was unemployed for about 9 months. The Union did not help me at all. I deny they did. I deny I got work 2 or 3 months after my dismissal. I got work 8 or 9 months after my dismissal. I got odd jobs based on daily rates. They were jobs given to me by private contractors. The rates of pay varied. They paid \$3/- to \$4.50 per day. 30

Within the last 6 years I have worked for 2 to 3 years. I got \$6/- on rare occasions. There were occasions when I received \$1/- per day. 40

I am unemployed now. I did not work the day before yesterday. I last worked on 27.8.63 I worked for an Indian called Albert who lives at Paya Lebar. I worked at Holland Road. I cut grass. I was paid \$4.50 I worked for him now and then. I did not work every day.

If I got employment from others I would work.

I had savings.

After 27.5.57 I parted company with 1st Plaintiff. I cannot say when he obtained work. I cannot say how he has fared financially.

I have not worked in Johore for the last 6 years.

10 (Shown p. 42 of AB) I did not work in Johore.

RE-XD by Smith.

I was not in the room when Thornton made his statement. I was present when Inspector Tan made his statement. I cannot remember in what language he spoke. No one interpreted what he said to me. I was not given a copy of his statement.

20 Ishak made a statement to the Court of Inquiry. I was not present. I was not given a copy of his statement.

I was given a copy of my own statement in English. I was not given a copy of any other statements.

Sgd. Tan Ah Tah

Adjourned to 10/9/63

10th September 1963. Coram: Tan Ah Tah J.

Suit No. 1487/57 (continued)

30 Counsel as before
Both Mr. Smith and Mr. Grimberg agree the following facts:-

1. Mr. Roper was the investigating officer.
2. Mr. Roper asked the questions.

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Court Notes of speeches and evidence

Plaintiffs Evidence
M. Kuttappan Nair
Cross-examination
9th September 1963
(Continued)

Re-examination

Re-examination
(Continued)
10th September 1963

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Plaintiffs
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3. Witnesses could not ask other witnesses questions.
4. Mustaffa was entitled to say anything if he wished.
5. Mr. Byrne was there to see fair play.
6. Mr. Roper, Mr. Byrne and Mr. Mustaffa were present throughout the enquiry.

Sgd. Tan Ah Tah.

M. Kuttappan Nair on former affirmation

Re-XD by Smith (continued)

10

The enquiry was held in a room in the power station. There was a table in the room. People were seated at the table. Roper was not present. I cannot remember how many persons were present. An officer recorded my statement. I don't know his name. Briggs was present. Byrne was present. A Tamil officer recorded my statement. He was an interpreter. He interpreted to Briggs and Byrne. Briggs and Byrne were asking questions. I cannot remember if a Maintenance engineer was present. An Inspector was present. I think his name was Tan. Mustaffa was present. I am not sure if Serang Ishak was present.

20

There were people in the room when I signed the statement. I cannot remember who they were. I am not very sure whether they were all present all the time while I was making the statement. I think Ishak and Mustaffa went out on one or two occasions. I was not in the room when other persons were making their statements.

30

Sgd. Tan Ah Tah.

Plaintiffs' case.

Adjourned to 2.30 p.m.

Smith: Oagood v. Nelson (1872) L.R.
5 H.L. 636 at p.649, 652 Lee v. Showmen's
Guild etc. (1952) 1 All E.R. at p.1183
A Sharp v. Wakefield (1891) A.C. 173
at p.178, 179.

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10 Surrinder Singh Kanda v. Government
of Federation of Malaya (1962) M.L.J.
169 at p.172 letter I.

Court Notes
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The enquiry is as to alleged misconduct.
Whether it is misconduct depends upon whether
it is within the scope of their work. It was
left to the Municipal President to enquire
if it was misconduct or not. The board of
enquiry did not enquire into that question.

Plaintiffs
Counsel's
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No question of an emergency was mentioned
at the enquiry.

20 If the enquiry is to have any meaning
the question of misconduct must be considered.

As the Plaintiffs have said it was not
their job, the board of enquiry must look into
the question whether it was their job.

The essential point for the board of
enquiry to decide was whether the work was
within the scope of Plaintiffs' duties.

Lee v. Showman's Guild etc. at p.1182,
G, 1183.

30 It was not possible to dismiss the Plaintiffs
on the facts appearing in the statements.

The points raised by Rea were new charges.
Plaintiffs had no opportunity to refute them.

If the question of the scope of Plaintiffs'
duties had been raised at the enquiry,
Plaintiffs could have given their explanation -
boiler suits, higher paid men.

Plaintiffs were not told what had been

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said by the other witness. They were not given
a chance to explain why they refused to do the
work.

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Suit No. 1487/57.

Counsel as before

Plaintiffs
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(Continued)

Grimberg applies for leave to recall 2nd
Plaintiff.

Smith not objecting, the application is granted. 10

Sgd. Tan Ah Tah

M. Kuttappan Nair on former affirmation.

Plaintiffs
evidence
M. Kuttappan
Nair
(recalled)
re-cross-
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I have never cleaned the ducting or air-
heaters although I was asked once to do so before
this occasion.

No. re-xn.

Sgd. Tan Ah Tah.

Opening Speech
by Defence
Counsel
11th September
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Grimberg: Defendants say the dismissals were
justified. Plaintiffs were guilty of wilful
misconduct in disobeying 2 orders. 20

Plaintiffs were asked to clean ducting
and air-heaters.

This came within the scope of their work as
it was unskilled work.

Plaintiffs' duties were to do unskilled
work inside and outside the power station.

(On Smith's application, Grimberg not
objecting, the words "boiler cleaners"
in para. 5 of the amended statement of

claim are deleted and the words "erectors" substituted therefor, and the words "boiler cleaning" in para. 6 are deleted and the words "the erectors" are substituted therefor.)

According to P1 labourers worked both inside and outside the building.

P1 was not binding on the City Council so far as allocation of duties was concerned.

10

It was found after 2 or 3 months that it was difficult to keep to the schedule - engineers had to move labourers from one allocated job to another.

There is an inherent right in an employer to transfer an employee from one place of work to another provided that he continues to work within the scope of his employment.

Bouzourou v. Ottoman Bank (1930) A.C. 271 at p. 274.

20

So long as they were asked to do unskilled work either in or outside the power station it was a lawful order.

Disobedience to a lawful order justifies dismissal. McClelland v. Northern Ireland etc. Board (1957) 2 All E.R. 129.

30

Unlike Mrs. McClelland, Plaintiffs were not offered a contract of a permanent and pensionable nature. Plaintiffs did not obtain a contract containing a clause similar to clause 12 of Mrs. McClelland's contract.

A daily rated labourer goes to the Labour Office. He is interviewed by a Labour Officer who fills in Form 14 which is headed "Engagement Form".

(Smith objects to the form being tendered.

After discussion, Grimberg withdrawn the form).

When a labourer is employed, he is given

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a Service Record Card. This is the only document he gets.

The contract is formed as follows: the labourer applies for work as a daily rated labourer and the Defendants accept that offer.

It is suggested that Chapter II of P2 forms part of the contract of service. In fact Chapter II is a systematic compilation of circulars issued by the Labour Sub-Committee which is an off-shoot of the Finance Committee. These circulars were issued from time to time. In 1955 the Sub-Committee instructed that the circulars be put together. The result was Chapter II. The tenor of Chapter II is a directive from the Sub-Committee to various Departments containing instructions as to matters that arise in connection with the employment of daily rated labourers.

10

See Sub-paras. (e) (f), and (g) of para. 2 of Section I.

20

Section IV has the same tenor of a directive. It contains points for the guidance of heads of departments and their officers.

See Appendix J which contains a resume of Labour law.

The employment of daily rated labourers is subject to the Labour Ordinance and to the provisions for termination otherwise than for misconduct - one month for employees who have served for less than 7 years and 2 months for employees who have served for 7 years or more.

30

Section VIII, para 3. Termination of service and retirement. The provisions are inconsistent with Appendix J. Greater benefits are conferred on temporary labourers e.g. 3 months' notice. Sub-para (b) refers to redundancy - this applies to all employees.

McClelland's case p. 132 E. In the present case, it did not begin by an offer of a permanent post. No provisions were incorporated such as those mentioned by Lord Oaksey.

40

If Plaintiffs had retired in the normal manner they would have been entitled to superannuation benefits.

But see para. 5 of Section VIII.

(Smith: Plaintiffs cannot be dismissed except for misconduct or redundancy. The terms in P2 are exhaustive. I submit the employment was permanent and pensionable).

10

McClelland's case. p. 133 I to bottom of page and top of p. 134.

Even if P2 was part of the contract of service, I would still submit the hiring was a general hiring subject to termination by reasonable notice. The reasons for termination are not exhaustive. It is clear from Appendix J that the employment of any person who falls within the definition of "labourer" is terminable in accordance with the provisions of the Labour Ordinance.

20

P.W.1 said that after the Ritson recommendations the City Council agreed that employees could not be dismissed by notice. If that is true then some document must contain that agreement. The most likely one would be Appendix K. The Ritson recommendations are mentioned and some of them are implemented. The agreement mentioned by P.W.1 should have been recorded in this Appendix, K. if it had been concluded.

30

It can be inferred from P.W. 1's evidence that once upon a time employment could be terminated by notice. He says after Ritson it was changed. But there is not evidence it was changed.

Francis v. Municipal Commissioners K.L. (1962) M.L.J. 407 at p. 409.

(Smith: I am asking for a declaration.

40

On Smith's application, Grimberg not objecting, para. 16 of the Statement of

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Claim is amended by adding the words "(1) A declaration" after the words "the Plaintiffs' Claim".)

Plaintiffs in this case are in no better position than Francis was.

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Plaintiffs are not in the position of Vine.

Court Notes of speeches and evidence

If court made the declaration asked for it would amount to an order of specific performance.

Opening Speech by Defence Counsel 11th September 1963 (Continued)

The minimum would be 1 month's salary as damages. I suggest 3 months would be reasonable. 10

No evidence of damage sustained by 1st Plaintiff.

Adjourned to 2.30 p.m.

Barber v. Manchester Regional Hospital Board (1958) 1 All E.R. 322 at p. 331 E - this case cited by Smith is distinguishable on at least one ground - the judge took into consideration clause 16 with which the Minister did not comply - the judge took into account what would have happened had the Minister complied with Clause 16. 20

Temporary employees are given better terms than others.

The 3 months' notice must be regarded in this light.

The court can award less than 3 months' wages.

Smith: I do not intend to file a Reply.

Adjourned to 12/9/63.

30

Sgd. Tan Ah Tah

12th September, 1963. Coram: Tan Ah Tah, J.

Suit No. 1487 of 1957 (continued)

Counsel as before.

Grimberg: The minutes of the appeal have been traced. I propose to make use of them.

On 15.7.63 we received the reply at p.47 I object to any amendment of the defence at this stage.

10 Grimberg: I though Smith was referring to the enquiry conducted by Roper when I wrote the letter at p. 47. The pleadings were amended last month. I raised no objection when Smith applied to amend the statement of claim.

I do not intend to apply for leave to amend the defence.

Smith: The issue is totally irrelevant to the enquiry.

20 Grimberg: I apply for leave to amend the defence by adding the following para. to be numbered 4A:-

30 In the alternative, if, which is not admitted, the enquiry was of a quasi-judicial nature and if, which is not admitted, it was not conducted in accordance with the principles of natural justice, the Defendants say that any alleged defect in the conduct of the said enquiry was cured at the hearing of the appeal against dismissal of the plaintiffs, which appeal was by way of rehearing.

Smith: I object. This is not an amendment to bring the pleadings in line with the evidence. It raises a totally new defence. The matter could have been raised (1) when I wrote my letter dated 13.7.63 (2) when I applied for leave to amend.

Grimberg: Roper appeared before the appeal committee.

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Opening Speech by Defence Counsel (continued) 12th September 1963

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Court Notes of speeches and evidence

Opening Speech by Defence Counsel 12th September 1963 (Continued)

Smith: Edevain v. Cohen (1889) 41 Ch. D. 563 - this shows that the amendment should not be allowed.

Adjourned to 2.30 p.m.

Grimberg: In Edevain's case one defendant had given evidence. In the present case I have not finished my opening.

In Edevain's case, it was a plea of merger. This was a technical defence. It was an entirely new plea. Mine is a mere extension of my plea.

10

In Edevain's case, the reason why the parties could not be placed in the position they were in was because the plaintiffs had to have leave to amend and they had to "new assign".

New assignee. Stroud's Judicial Dictionary 3rd. ed. Volume 3 p. 1893.

Section 53 Judgments Act, 1838 is referred to.

13 Halsbury's Statutes p. 363 - there are only 22 Sections of the Judgments Act, 1838. Section 53 must have been repealed.

20

The Plaintiffs in Edevain's case had to do something outside the pleadings i.e. to new assign.

Cohen kept it up his sleeve until a late stage. He knew he wanted to amend.

The application is granted. Amended defence to be delivered within 7 days. Plaintiffs to be at liberty to deliver a Reply within 10 days. Costs of and occasioned by the amendment and all costs thrown away to be the Plaintiffs' in any event. The question as to what costs have been thrown away reserved for further argument.

30

Adjourned to a date to be fixed by the Registrar.

Sgd. Tan Ah Tah - Certified True Copy

Sgd. Eng Seong Hooi
Private Secretary to Judge, Court No. 2.
High Court, Singapore. 5/10/63.

Suit No. 1487 of 1957 (continued)

Coram Tan Ah Tah, J.

4th November, 1963

Murugaiyan for Plaintiffs.

Grimberg for Defendants.

Grimberg: The defence has been amended.
No reply has been filed.

I don't know whether counsel for Plaintiff
wish to call further evidence or make
submissions.

Murugaiyan: I have discussed the matter with
Mr. Smith and I understand that no further
evidence will be called on behalf of the
Plaintiffs. Legal submissions will be
made at a later stage. Smith is unable
to be here today but will be present
tomorrow.

Grimberg: The hearing before Roper did not
constitute a breach of the rules of
natural justice.

Although called an enquiry, it was
an investigation.

The record of the investigation was to
be placed before Rea, the Acting President.

In his capacity as investigator,
Roper was not acting in a judicial or
quasi-judicial capacity.

de (sic) Smith on Judicial Review or Adminis-
trative Action p. 37 -

4 tests are set out. The 1st test was not
satisfied. As to the 2nd test, Roper's
investigation had none of the trappings of
a court - it was a domestic investigation.

As to the 3rd test, (see p. 41) Rea did not
apply a preexisting legal rule or any
fixed, objective standard to the facts.

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Opening Speech
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10

20

30

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As to the 4th test, (See p. 45), I concede that Rea's decision affected the rights of the Plaintiffs. If the proceedings before Roper and the decision by Rea are treated as one whole, I concede this test is satisfied.

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The courts have been slow to interfere with the exercise by an employing authority of its disciplinary powers, particularly when it is a public authority.

10

Ex parte Fry (1954) 1 W.L.R. 730.

—
Opening Speech
by Defence
Counsel
4th November 1963
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The work force at Pasir Panjang Power Station is employed in an essential public service. It is governed by discipline although not to the same extent as the police or a fire brigade. The work force is employed amidst machinery which is complex and potentially dangerous. The efficient functioning of the station depends upon prompt execution of orders. The Union was perfectly capable of taking up the complaint of the Plaintiffs. It was unreasonable and unjustified that they should have refused to do the work rather than do it first and then complained. The Court will have regard to the fact that the enquiry related to a disciplinary matter.

20

I agree the enquiry had to determine whether this work was within Plaintiffs' employment. The Plaintiffs were given an opportunity of expressing their views and they did so. Whether the work was or was not within their scope was determined at the enquiry.

30

P2 - Section IV - Rule 3 (iv) - Rea could cause supplementary enquiries to be held. It was in his discretion. It was open to him to ask for further information in the way that he did. Roper was No. 2 in the Electricity Department. Rea thought it was enough to ask Roper.

It was immaterial whether either of them had done it before provided it was within the scope of their employment.

40

If the rules of natural justice were not complied with at the enquiry, this failure to comply was cured by the proceedings at the appeal.

(Supplementary agreed bundle of correspondence and documents marked AB). 2.)

10 Plaintiffs were present at the appeal. They were represented by their counsel Marshall. Evidence was given by witnesses in presence of Plaintiffs and their counsel. No complaint was made by Marshall that rules of natural justice had not been complied with at enquiry.

Plaintiffs knew the nature of the complaint against them even before the enquiry.

20 Russell v. Duke of Norfolk (1949) 1 All E.R. 109 at p. 117 118 - board of enquiry not a court of law - Plaintiff knew well what the complaint was.

Byrne v. Kinematograph Renters Society (1958) 1 W.L.R. 762 at p. 784, 785.

Surinder Singh Kanda v. Government of Federation of Malaya (1962) M.L.J. 169 at p. 172 G right column.

If it was wrong for Roper and Rea to communicate with each other in the absence of the Plaintiffs this was cured by the appeal.

30 Murugaiyan: Pages 8A and 8B were not in Marshall's possession nor the contents communicated to him.

40 Grimberg: That may well be so. The Appeal Sub-Committee did not see 8A and 8B either. They came to their conclusion purely on what they heard. Ishak said 2nd Plaintiff had done the work before. Roper and Briggs gave evidence at the appeal. The points in 8A and 8B were covered and were considered by the appeal sub-committee.

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Court Notes
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Defendants
Evidence
J.M.M. Briggs
Examination
4th November
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Grimberg calls:-

D.W.1. John Maclaine Munro Briggs sworn states in English. 28 Temmenggong Road. Superintendent of Pasir Panjang Power Station. I joined the City Council in 1949. In May 1957 I was Acting Superintendent, Pasir Panjang Power Station.

At 10.30 a.m. on 23.5.57 the Acting boiler house maintenance engineer Thornton reported to me that Plaintiffs refused to carry out certain duties. First Ishak had instructed them to carry out these duties. Then Thornton instructed them.

10

Plaintiffs were brought to my office. I advised them to do the work. This was to clean the ducting and air-heaters in the boiler house.

(Ishak bin Abdul Rahman called into Court)
This is Serang Ishak.

Plaintiffs refused to do the work.

I rang up Roper, the Acting Deputy Electrical Engineer, and told him what had happened. Roper told me to send him a report and to ask the Plaintiffs to see the Labour and Welfare Officer in the City Hall.

20

I instructed the Plaintiffs to wait until transport became available at 1 p.m. and told them a peon would conduct there. When transport became available, Plaintiffs refused to go. I was at home then. The chief clerk told me about the refusal. At 1.30 p.m. I went to the Power Station.

30

I personally instructed Plaintiffs to go in the transport to see the Labour and Welfare Officer. They refused to go, saying that they wished to see their Union representative. I told them since the representative would not be reporting for duty till 3 p.m. they should go immediately to see the officer. I explained to them they could ask to see the Union representative at the Welfare Office. They still refused to go.

I called the Police Security Officer Mr. Tan and asked him to explain the position to the Plaintiffs and ask them to go to City Hall,

40

otherwise they would have to go outside the gate of the power station. Plaintiffs then walked voluntarily outside the gate. I reported the incident to Roper.

On 24.5.57 Roper told me an enquiry would be held. I was told by Roper that Plaintiffs had been suspended from duty from noon on 23.5.57.

10 Notices of suspension and of intention to conduct an enquiry were prepared for service on Plaintiffs. Plaintiffs refused to accept service.

I attended the enquiry on 25.5.57. I made a statement which I subsequently signed. All persons involved made statements. The enquiry was held in my office at Pasir Panjang. Roper presided.

20 I am not quite sure whether the Plaintiffs were present or not when the statements of other witnesses were recorded. I cannot remember whether they were present when my statement was recorded. I cannot be sure whether they were present during the recording of my statement.

On 28.5.57 Plaintiffs were dismissed.

30 Both Plaintiffs appealed against their dismissals. I attended the hearing of the appeal. I gave evidence. I was cross-examined by Marshall. My evidence was chiefly pointing out the difference between the boiler proper and the items of equipment which the Plaintiffs had been asked to clean.

Adjourned to 5.11.63

Sgd. Tan Ah Tah

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J.M.M. Briggs
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1963
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5th November 1963 Coram: Tan Ah Tah, J.

Suit No. 1487/57 (continued)

Murugaiyan for Plaintiffs.

Grimberg for Defendants.

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John Maclaine Munro Briggs on former oath.

Court Notes of Speeches and evidence

Xd-in-chief by Grimberg (continued)

The grade of boiler cleaner was introduced in 1956. The duties of boiler cleaners was to clean the inside of the boilers.

Defendants Evidence J.M.M. Briggs Examination (Continued) 5th November 1963

(By consent, sketch of boiler and auxiliaries 10 at p.2 of a booklet put in and marked D1).

I have shaded portions in ink. These show the ducting of the boiler. This is the air heater (indicates by drawing an arrow on D1). The boiler is outlined in red ink.

There is a revolving cylinder inside the air heater. Hot gases leaving the boiler pass through the cylinder on one side. On the other side cold air which is provided for combustion in the furnace passes in the opposite direction. The heat from the hot gas is thereby transferred to the cold air. The object is to reduce the heat leaving the boiler and increase its efficiency. (Witness indicates level of 1st floor in D1).

20

In 1957 only boiler cleaners who cleaned the inside of the boiler drums were provided with boiler suits. That is as far as I can remember. I don't think boiler cleaners who cleaned the boiler itself were supplied with boiler suits. To clean the boiler and boiler drums it is necessary to enter them.

30

After the introduction of the grade of boiler cleaners, either labourers, erectors or boiler cleaners may have cleaned the ducting and air heater.

No skill whatever is required for the cleaning of a ducting or air heater.

An air heater is cleaned as follows. A jet of water is projected into the air heater from outside by a hose with a lance i.e. a pipe with a restricted end. While the jet is projected the cylinder inside the air heater is revolved by another person externally. There is nothing skilful about that operation.

Ducting is cleaned by similar methods as those used in cleaning the air heater.

10 There are examination doors and other openings in the ducting. These are removed and the water jet is projected into the ducting.

There are certain other spaces where it is necessary to enter the ducting.

20 Some years ago no boiler suits were issued at all. Prior to 1957 permission was obtained from City Council to issue boiler suits to labourers working in particularly dirty locations. In 1955 or 1956 boiler suits were issued for the first time. They were issued only to people who were cleaning boiler drums and condensers. A man having been issued with a boiler suit retained it. In 1957 boiler suits were not issued to boiler cleaners except those who cleaned the drums. Boiler suits were not issued to those who were instructed to clean the ducting and air heater. If a labourer had a boiler suit because he had been cleaning a condenser and he was asked to clean a ducting or an air heater he would wear his boiler suit.

30

Once the ducting is entered the labourer goes through the same operation with a hose. There is no skill required in cleaning a ducting either from outside or inside.

40 In or about June 1956 the Union complained that daily rated labourers were being moved from job to job indiscriminately. The Union wanted labourers to work in the same place as far as possible. As a result a meeting was held on 18.6.56 between Mustaffa (The Secretary of the Union), Mr. Denham (who was the acting Power Station Superintendent), Mr. Jefferson (another acting power station superintendent) and Mr. M.G. Pillay who interpreted. I have a copy of the minutes of

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Examination
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the meeting (Pl is a copy of the minutes).

Denham and Jefferson left Singapore at
end of 1956.

As a result of the meeting a schedule was
drawn up setting out as far as possible the
location of the daily rated labourers' jobs
as well as the jobs of the erectors and boiler
cleaners. It was not intended that the schedule
would be rigidly adhered to. An attempt was
made to adhere to it but it proved to be quite
impracticable. The nature of the work in the
station is not routine. Different work arises
at different times and different places. Because
of absenteeism it was necessary to transfer
people from one place to another. Repairs had
to be effected from time to time in different
places. Maintenance had to be carried out.
Defects had to be attended to. All these
factors resulted in the wording of item 9 and
the top of the schedule.

10

20

Plaintiffs were not employed in the station
until November 1956.

The duties of erectors were to erect
scaffolding and attend to lifting heavy equipment.
In 1957 they were from time to time required to
clean the ducting.

In 1957 boiler cleaners, erectors and
labourers were called upon the (sic) clean the ducting
and air heaters. In or about June 1962 all these
3 categories cleaned. If the need arose now all
these 3 categories could still be called upon
the (sic) clean the ducting.

30

The last time that the 3 categories were
called upon to clean the ducting was in or about
June 1962. At that time a particular section of
the ducting required to be cleaned. This involved
a number of boilers being off at the same time.

The number of boiler cleaners was increased
from about 1959 onwards. The result was that
normally only boiler cleaners clean ducting. But
in any emergency such as occurred in 1962 all
hands are asked to join in.

40

No complaints were received from the Union in June 1962.

I have been in the power industry since 1949. It is most important that instructions of the kind given to Plaintiffs should be implicitly obeyed. Singapore relied in 1957 on that one power station. If anything went wrong there would have been blackouts and loss of supplies of electricity.

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10 When Plaintiffs were given these instructions there was a bit of an emergency. We were short staffed due to illness. In addition one of the other boilers which was in use had developed a defect which made it necessary to take it out of service for repairs. Before this could be done the boiler in question had to be returned to service.

20 Plaintiffs could have either complained to me directly or to the head of the section or they could have taken it up with the Union representative. The Union was an active one and still is. At that time and even now I frequently entertain representations from the Union concerning the scope of work and terms of employment.

XXd by Murugaiyan

Cross-examination

30 The power station started functioning in 1952. In 1952 there were no boiler cleaners. The boilers were cleaned by erectors. So were the ducting and air heaters. In 1952 only erectors did all this work.

Boiler cleaners were introduced in 1955 or 1956. Their salaries were more than those of erectors.

The power plant is a dangerous and complex collection of machinery. If people carry out instructions they would not come to any harm. Some of the jobs require skill.

40 In or about 1955 semi-skilled labourers were employed at the station. Prior to that time no labourers were employed at all. Semi-skilled labourers above the rank of erectors

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were employed in or about 1955. At that time unskilled labourers were introduced.

I became Acting Superintendent in or about March 1957.

I don't think labourers were first employed in May or June 1956. The meeting was held on 18.6.56.

Labourers were brought in to do unskilled work.

(Shown Chapter II Part 2 of P2)

10

I agree different wages are paid.

Labourers were employed for cleaning duties - grass cutting, sweeping floors, cleaning drains, carrying materials and equipment.

I don't agree that none of them cleaned ducts. I agree they did not continuously clean ducts. They were required to clean - it was not specified where or what they would clean. They were required to work either inside or outside the station.

Prior to becoming Acting Superintendent I was in charge of maintenance at the same station. 20

It is correct that item 9 of P1 was agreed to. Work outside included cleaning drains, cutting grass, carrying materials, carrying large equipment from inside to outside the station where they would be cleaned. The agreement P1 does not say labourers will not work inside the station.

I was not aware that labourers were not supposed to work inside the station. In fact they had been working inside the station with complaint. 30

I don't remember what specific tasks were allotted to Plaintiffs in November 1956. Ishak will be able to say.

If labourers complained or the Union complained I would know that labourers had been wrongly asked to do the work.

I did not know that Plaintiffs refused to do this work 3 months previously. In fact one of the Plaintiffs had actually done the work.

If Plaintiffs refused to do this work 10 days previously I was not informed about it.

10 I don't remember investigating the truth of Plaintiffs' statement that they had refused to do the work on a previous occasion. The matter was out of my hands. It was in the hands of Roper. I may have asked questions about it but I don't remember whether I found out anything.

20 So far as I was concerned it was Plaintiffs' duty to do the work. There was an emergency that day. I agree the emergency is not referred to in the record of the enquiry or the appeal. I don't think I mentioned the emergency in my report to Roper.

I agree the labourers are not subject to discipline like the Police or the fire brigade.

I agree that cleaning of ducts was not allotted to any particular grade. Since the number of boiler cleaners has been increased they have been normally asked to do the work.

I am unable to name any labourers who cleaned the ducts.

30 Between 1957 and 1959 boiler cleaners, erectors and labourers did the work of cleaning ducts.

40 I know that labourers cleaned ducts in June 1962. They may or may not have cleaned ducts and air heaters after May 1957. Before May 1957 one of the Plaintiffs cleaned ducts. I don't know of any other labourers who did so before May 1957. I think 2 or 3 labourers would have been involved in cleaning ducts when one of the Plaintiffs was doing it.

Work in boilers and boiler drums was dirty

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work. Iron oxide was removed from boiler drums. Soot from boilers. Soot got into the ducts. Ducts convey air and gases to and from the air heater. Soot is also found in the air heater. So far as dirt is concerned, there is no difference between boiler, ducting and air heater. It is a series of interconnected pieces of mechanism.

(Shown sketch) This is a rough sketch of the ducting and air heater. 10

Adjourned to 2.30 p.m.

John Maclaine Munro Briggs on former oath.

XXd by Murugaiyan (continued)

The rates of wages in May 1957 were as follows:-

Labourers	£4.15 per day
Erectors	£4.55 per day
Oil Cleaners	£5.20 per day

(Murugaiyan: I withdraw the sketch)

(Shown D1) I would not say that skill is required if a labourer goes into the ducts. It is more dangerous than working outside but the degree of danger is very small. It is sometimes necessary when the boiler has been off load for a short time to blow air into the ducting to make it cool enough to work in. Various doors are opened and there is enough air to breathe. 20

Boiler No. 4 was the one in question. There were about 20 doors in the ducting. If the boiler is to be overhauled all the doors will be opened. On that day they should all have been opened. I don't know whether they were all opened. The total length of the ducting is about 500 feet. Above the air heater the dimensions are about 8' x 3'. The area must be the same throughout the ducting although the dimensions are not the same. The area of the gas ducting is larger than the area of the air ducting. 30

Plaintiffs were asked to clean the air heater and they refused to clean it.

Boiler 4 was taken out of service for annual overhaul. It takes 6 weeks to overhaul it.

10 The work of erectors is semi-skilled. At times cleaning of ducts was done by erectors. It was completely unskilled work which could be given to anyone. Cleaning air-heaters and ducting was never classified as semi-skilled work. It was not classified at all. It was considered to be unskilled work

Labourers are employed to any unskilled work which may arise. I agree no labourers were employed for some years.

In April, May, June 1957 some of the man (sic) who cleaned ducts wore boiler suits.

20 There may have been 2 vacancies in the post of boiler cleaners in May 1957. But that does not mean they had to be filled. I agree we were temporarily short staffed.

Up to May 1957 there had never been any doubt that it was unskilled work. Up to May 1957 the work was sometimes done by people drawing higher wages than labourers.

On 23.5.57 Plaintiffs were employees of the City Council. They were suspended from 12 noon. The order of suspension was made on 24.5.57.

30 Throughout that morning Plaintiffs behaved in a truculent manner. Plaintiffs may have told me they wanted to see the Union representative.

My purpose in calling Tan was because he was the nearest responsible officer who could explain in precise Malay who I wanted them to go to see the Labour and Welfare Officer.

Re-Xd by Grimberg.

There were vacancies among the boiler cleaners until 1959 when a number of boiler

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cleaners were engaged and there were enough of them to look after the boilers and cleaning of ducting and air-heaters.

Plaintiffs could not enter the air-heater to clean it. There were 2 air-heaters in boiler 4, - they were to be cleaned one after the other. They were also required to clean the ducting - by cleaning the air-heater the ducting would also be cleaned. They were not required to enter the ducting. The work could have been done without entering the ducting.

10

In May 1957 2 categories of daily rated labourers were employed at the station:-

- (1) Labourers - public convenience (who cleaned the toilets)
- (2) Labourers - (who did any unskilled work which had to be done).

(Shown Pl) working in the boiler house involves working inside the station. A labourer E.M.Haniffa was allotted to work in the boiler house. 20

The turbine room was inside the station M.K.A. Akbar worked in there.

M.A. Aziz and E.M. Eliyas worked inside the station building.

In Pl 4 labourers are named - they were inside the station.

Item 9 and top of schedule show the positions were not to be permanent.

Erectors and boiler cleaners were paid higher wages because they were considered to have a limited amount of skill. The work of boiler cleaners was less congenial. It was quite unpleasant. 30

The day to day allocation of duties was not my function. I would not know whether a serang had asked a labourer to clean the ducting.

Discipline is vitally important in a power

station. Inconvenience to public - danger to life and property - these are relevant.

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D.W.2 Ishak bin Abdul Rahman a.s. in Malayalam.

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Block J. Room 1 Pasir Panjang Power Station. Charge had serang. I began to work in City Council in 1951.

10 In May 1957 I was serang at Pasir Panjang Power Station. My duties were to supervise the work of daily rated labourers.

I remember the Plaintiffs. In May 1957 labourers worked both outside and inside the station.

In 1957 about 6 boiler cleaners were employed at the station. There are 22 boiler cleaners on duty now. There are more than 22 on the pay roll. In 1957 there were only 6 on the pay-roll.

20 On 23.5.57 I instructed Plaintiffs to clean the air-heaters in a boiler inside the station. Thornton, the Acting Boiler House Maintenance Engineer, had asked me to give these instructions. Plaintiffs refused to do the work. They told me the job was to

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be done by boiler cleaners and not by labourers.

The job had been done by labourers before
23.5.57.

I told Thornton that Plaintiffs had
refused to do the work. Thornton asked me to
instruct them again to do the work. They
were quite near by. I instructed them again to
do the work in Thornton's presence. We
were near the air heater. Plaintiffs again
refused.

10

Thornton went away. He came back and
told me that transport would be coming and he
asked me to send Plaintiffs to see the Welfare
Officer at City Hall. I told Plaintiffs what
Thornton said. They asked me to obtain a
letter in order to see the Officer. I asked
Thornton for a letter. He said it was not
necessary because an office peon would accompany
Plaintiffs in a van.

The van arrived at about 1.15 p.m. I
had instructed Plaintiffs to do the work
between 9.30 a.m. and 10 a.m.

20

Just before the van arrived Plaintiffs
agreed to go. When the van arrived Plaintiffs
said they wanted to see the Union secretary
first before going to see the officer. I told
Plaintiffs they had first agreed to go and
that was why I had sent for the van. Now
Briggs (D,W.1) had gone to lunch and I
asked them what they wanted to do. They
asked me to inform D.W.1. by telephone. I
asked the chief clerk to ring up D.W.1 and
he did so. I asked Plaintiffs to wait for
D.W.1. The 3 went away.

30

To clean an air heater one has to fill
up a water tank with water, and switch on
the electric pump. Two hoses are connected
to the pump. Two workmen do the cleaning
each holding a hose. Another workman
turns a handle and revolves the air heater.
There is a plank on top of the heater. The
workman sits on the plank and directs the
jet into the heater. Another workman stands
next to him and turns the handle to revolve

40

10 the heater. You cannot get into the heater. Ducting is cleaned by hosing with water. Thornton asked me to tell Plaintiffs to clean the ducting after cleaning the air heaters. I did so. They refused to clean the ducting. A door can be opened in the ducting 2 feet above the ground and you can direct a jet of water through the door and clean the ducting. This ducting is close to the air heater. This was the part of the ducting which Plaintiffs were instructed to clean. It depends upon the amount of soot accumulated in the ducting whether you have to enter it or not to clean it. I did not ask Plaintiffs to enter the ducting to clean it.

No skill is required to clean the ducting or air heater.

Adjourned to 6/11/63.

20 6th November 1963 Coram Tan Ah Tah, J.
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At 10.40 a.m. accompanied by Mr. Murugaiyan and Mr. Grimberg, I proceed to Pasir Panjang Power Station, where I saw the boiler, air heater and part of the ducting. Some workmen were actually cleaning part of the ducting and I saw this work being carried out. I was also shown the plank on which the workman sits to clean the air heater.

30 Sgd. Tan Ah Tah

12.30 Hearing resumed in Court.

Counsel as before.

Ishak bin Abdul Rahman on former affirmation

Xd-in-chief by Grimberg (continued).

I was present this morning when the judge visited the station. One man was seen holding a hose directing a jet of water into the ducting. This is the work I described yesterday. The plank on which a workman sits to clean the air

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heater in the manner described by me yesterday was also seen by the judge. Further, a workman stood on a platform outside the air heater and directed a hose upwards to clean the air heater.

When I gave instructions to Plaintiffs I was standing near the heater. Plaintiffs flatly refused saying it was the work of a boiler cleaner. They did not give me an opportunity to explain what I wanted them to do. Both the Plaintiffs had cleaned the air heater on a previous occasion. Other labourers have also done the work. I supervised them. I do not know whether Plaintiffs had cleaned the ducting before.

10

In June 1956 I was given a schedule of boiler cleaners, erectors and labourers. I assigned them to the jobs stated. If there was a special job to be done the schedule could not be adhered to. Jobs were allotted in the morning. After the engineers arrived there were some changes daily. We could not always follow the schedule. I gave it up eventually. I attended an enquiry in Briggs' office. I made a statement and signed it. Plaintiffs were present when I made my statement. I am not sure whether Mustaffa was present.

20

Later an appeal was heard. I was present. I was asked questions by Marshall.

At the present time labourers are working inside and outside the station. They are all paid at the same rate i.e. \$4.55 per day.

30

I belong to the same Union as the Plaintiffs.

Adjourned to 2.30 p.m.

Ishak bin Abdul Rahman on former affirmation

Xd-in-Chief by Grimberg (continued)

Before I asked Plaintiffs to clean the air heater, one of them was sweeping the boiler house inside the station and the other one was helping a painter to scrape off the paint from a pipe inside the station building. If

40

10 Plaintiffs had cleaned the air heater and ducting I would have sent them to do some other work. According to the roster for that day Plaintiffs were to do the work which I had just said they were doing. Thornton told me that the work they were doing was not so important and instructed me to request Plaintiffs to clean the air heater. The safety valve of one boiler was out of order and Thornton wanted to take it out of service and start off boiler No. 4. Before putting it into service he wanted the air heater and ducting cleaned. On putting No. 4 into service he would stop the other one in order to repair the safety valve. There were a few absentees among the labourers that day.

XXD by Murugaiyan

20 I started work in the City Council as an erector in 1951. I have never been a labourer. I was working at the St. James Power Station. I went to work at Pasir Panjang Power Station on 11.3.53. There were labourers working at that station. There were about 4. 5 or 6 of them. They cleaned the place by sweeping inside and outside. I think they were paid \$4.15. They were the lowest paid.

30 It may be that erectors cleaned the air heater and ducting from 1953 to 1957. What you say may be true but I don't know. I agree that nobody else cleaned the air heater and ducting between 1953 and May 1957.

I have cleaned air heaters and ducting. I cannot remember at what periods.

40 In 1953 I went to Pasir Panjang Power Station as a serang. I cleaned air heaters and ducting after 11.3.63. My salary was \$5.23 per day. The lowest salary in the City Council was \$3.64. That is for an erector. I don't know what was the lowest salary in the City Council.

I did not actually clean air heaters and

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ducting. I merely supervised the work. It is not so difficult work. I agree it is more difficult than sweeping roads. One gets a bit dirty.

(Shown some soot) This comes from the ducting. (Soot labelled P5). It contains chemicals. If it falls on the skin one will feel itchy. I agree a workman will suffer discomfort if it falls on his skin. One or 2 workmen have told me they felt itchy. To prevent it the workmen wear a boiler suit. Sometimes they wore rubberised gloves. Soot comes down in a viscous form. It causes itchiness in the feet if one steps on it. As a protective measure rubber boots are provided.

10

Boiler No. 4 had been out of service for about 2 weeks before 23.5.57. It was due for the annual overhaul which would take about 6 weeks. To wash down air heater and ducting adjacent to it by using hoses will take one day. Altogether 5 workmen will have to be engaged on the work. It will take 5 days to clean the 2 air heaters and ducting connected to one boiler. Five workmen must be engaged on the work per day.

20

The First things to be cleaned are the air heaters, then the ducting adjacent thereto, then the I.D. fan, then the F.D. fan, then the ducting adjacent to the burner. After that the boiler cleaners clean the boiler.

During the 2 weeks prior to 23.5.57 some work had been done on boiler No. 4. On 23.5.57 cleaning of air heaters and ducting was to have commenced. On completion of that work boiler No. 4 could have been put into service within 2 days provided no mechanical work had to be done. If Plaintiffs had done the work as instructed boiler No. 4 could have been put into service within 2 days.

30

Three men were already on the job on 23.5.57. Plaintiffs were instructed to join them in the work.

It is true that only the Plaintiffs were instructed to do the work. The erectors had some other work to do. It is not true that only the 2 Plaintiffs were asked to do the work. There were 3 workmen already doing the work. Their

40

names are Mrithinjayan, Nohoor and Kamaruddin. They started work one or two days before 23.5.57. They were working on boiler No. 4 but I don't know whether or not they were working on 23.5.57. I am sure that during that period the 3 men were working but I am not sure whether they were working on 23.5.57. That could be the reason why I called the Plaintiffs.

10 Kamaruddin was a labourer.

I cannot remember calling a man named Minnal Kassim to do the same work on that day. The real name of this person is Mohamed Nohoor and his number is 2288.

20 I remember getting the overtime cards of the 3 persons including Minnal Kassim alias Nohoor on the next day in order to enable them to draw overtime pay but I cannot remember if they did the work on 23.5.57. I am not sure whether it was on that day or the previous days.

I cannot remember if any of my superior officers asked me whether either of the Plaintiffs had done the work before. I say that both Plaintiffs have done the work before.

I cannot remember whether during the 5 months prior to 23.5.57 labourers had refused to do the work.

30 I cannot remember whether 2nd Plaintiff refused to do the work 10 days before 23.5.57.

Prior to 23.5.57 Plaintiffs came when I called them and they did the work. On those occasions they said it was the work of boiler cleaners. To pacify them I said I would recommend them for appointment as boiler cleaners. On 23.5.57 they refused to do the work.

40 I am positive that on one occasion prior to 23.5.57 they did the work. But I cannot say how many times altogether they have done the work. They have always protested and said it was the work of boiler cleaners.

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Counsel as before

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XXD by Murugaiyan (continued)

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I don't know about the principle concerning salaries in the City Council in 1957.

In 1957 erectors were paid more than labourers.

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(Shown P1) I was given this schedule. I know all the labourers named in it. I remember a few of them were erectors but the Department designated them as labourers. I don't know the reason. I don't know how much they were paid. I remember they eventually became erectors but I don't know on what date. 10

When I was transferred from St. James Power Station to Pasir Panjang a few of the persons in the schedule who were erectors were re-designated labourers. They accompanied me to Pasir Panjang. Those who accompanied me were subsequently appointed erectors. This was done because the Union took up the matter. 20

(Both Counsel agree that all the labourers named on p.1 of the schedule were allocated to work inside the building and the labourers on p.2 were allocated to work outside the building).

I am not sure whether after May 1957 only boiler cleaners cleaned the air heaters and ducting but I know the boiler cleaners cleaned the inside. 30

After the agreement with the Union only boiler cleaners cleaned the ducting. This agreement was made a few months after May 1957. I cannot remember all these things but something happened between the Union and there was an agreement. Yes, it may be true that the only agreement is the one in P1.

I remember saying that I instructed Plaintiffs

to clean the air heaters as well as the ducts when Marshall was questioning me. I did instruct Plaintiffs to clean the air heaters.

I expected the 3 workmen and the Plaintiffs to complete the cleaning of the air-heaters and adjacent ducting that same day. I agree that to clean the adjacent ducting the workmen must enter it through the square window.

10 At times I tell workmen exactly what each of them has to do. In this case I need not do so. I did not tell them specifically what each of them had to do. Plaintiffs would have expected to enter the ducting. Plaintiffs knew what the work entailed. This was because they had seen others do the work. I cannot remember whether they had entered the ducting.

20 When a workman is inside the ducting he is provided with lighting. When he enters certain parts of the ducting he is supplied with fresh air.

I believe Nohoor was on duty on 23.5.57. I cannot remember his refusing to carry out my instructions. I remember instructing him to do similar work on one occasion and he did it. I cannot remember instructing Nohoor to do the work.

30 On 23.5.57 I first instructed Plaintiffs to do the work and then I thought of calling Mrithinjayan, Nohoor and Kamaruddin to do the work. I cannot remember if this was on the same day. I did not call them because trouble had arisen because of Plaintiffs' refusal. It was on that day, 23.5.57, that I intended to call the 3 persons. Thornton told me to let the matter remain like that.

40 Nohoor was a labourer. All I remember is when I asked him to do the work he did it. It is true I persuaded him by saying should there be a vacancy for boiler cleaner I would recommend him. I never told my superior officers about this promise to recommend.

Plaintiffs, Nohoor and Mrithinjayan protested saying it was the work of boiler cleaners.

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Kamaruddin wanted to do the work because he was ashamed to clean drains outside.

I think Plaintiffs were present when I was making my statement. I cannot be very sure about this.

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At the appeal I was questioned by the Chairman and also by Marshall. Questions were put to me direct by Marshall and they were interpreted to me by Muthu Veloo the Welfare Officer.

I am a Muslim. Plaintiffs are Hindus.

10

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Re-examined by Grimberg.

The boiler cleaners' job was to clean the inside of the boiler - that was my idea in those days. Since 1957 boiler cleaners have also cleaned air heaters and ducting.

It is more difficult than cleaning drains because one gets dirty. More skill is required for directing the jet of water - it requires more skill than cleaning drains.

Re-
examination

I cannot remember if there were erectors and boiler cleaners working on boiler No. 4. when I gave the instructions to Plaintiffs.

20

It is easier to direct the jet from outside than inside. It is more uncomfortable inside - all the dirt will fall on you.

I told Plaintiffs and Nohoor I would recommend them - they would gain experience and be able to answer questions at an interview. I thought they would obey me and do the work.

I know that part called the main flue ducting. Since 23.5.57 labourers, erectors and boiler cleaners have joined in cleaning the main flue ducting. The last time this was done was last year. The labourers did not object to do the work.

30

Sgd. Tan Ah Tah
Adjourned to 2.30 p.m.

D.W.3 Eric Freeth Roper a.s. in English

82 Woodleight Park, Chief Generation Engineer, Electricity Department, Public Utilities Board. In May 1957 I was Acting Deputy Electrical Engineer, City Council. I was No. 2 to the City Engineering Department. I entered the service of the City Council in September, 1952. I am An Associate member of the Institute of Electrical Engineers, and Associate of the Royal Technical College, Salford, holder of a Higher National Certificate in electrical engineering, a holder of a City and Guilds Final First Class certificate in electrical engineering.

10

I have been over 31 years in the electrical power industry. I have been employed in other power stations.

On 25.3.57 I conducted an enquiry pursuant to Chapter II Section IV of P2. Evidence was recorded. I was sitting at a table in D.W.1's room at the Station. It is my impression that one or other of the Plaintiffs was present when statements were recorded - I cannot be absolutely certain. Mustaffa and Byrne were present throughout the proceedings. I don't think Plaintiffs asked the witnesses any questions. The statement of each witness was signed by the witness.

20

30

I forwarded the record to Rea under cover of 8A in AB.

I received 8B from Rea. The answers to the questions are in my handwriting. I was aware of the work which was referred to - cleaning of the ducting. When I replied "Yes definitely" it was within my personal knowledge. The only work in question was cleaning the ducting. Cleaning of air heaters may have been mentioned - I cannot remember. It probably was.

40

My reply to the 2nd question - Yes - was to my personal knowledge. I was Power Station Superintendent at that time. I was

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Acting Deputy Electrical Engineer but I was Power Station Superintendent. I became the latter in September 1952. I was working at the Power Station from 1952 to 1957. I acted for a few months as Deputy Electrical Engineer in 1957. In May 1957 my office was at City Hall.

My replies to the 3rd question - I enquired from D.W.I. before giving those replies.

I sent 8B back to Rea. Then I received it back again with the instructions written at the bottom. 10

Plaintiffs were dismissed., They appealed. The appeal was heard in the Council Chamber, City Hall. Marshall represented them. The appeal was heard by a sub-committee. Rayner was Chairman. The same witnesses were present at the appeal. Evidence was given by witnesses. I gave evidence. I explained the duties of a boiler cleaner and a labourer and pointed out the differences. 20

I explained the differences between a boiler and ducting. I was cross-examined by Marshall. He put questions to me directly. I answered them.

The cleaning of ducting does not require skill. The cleaning of air heaters may in certain circumstances require a limited degree of skill. Both the cleaning of ducting and air heaters is within the capabilities of an ordinary labourer.

Labourers had been called before I went to act as Deputy Engineer to clean ducting. 30

Cleaning ducting from inside can be a mucky job. It is not particularly dirty from outside. You might be splashed even if you are outside. If you worked inside you would get considerably more dirty. But that did not make the job more skilful. It makes it more unpleasant.

If air heaters are jammed up or fouling then a limited degree of skill is required to get them moving. In the ordinary course a handle is turned and the cylinder is rotated. 40

The main flue ducting at Pasir Panjang runs from

one end to the other and is common to all the boilers. The 1st section has been cleaned twice, the middle section once and the end section once. The last time any section was cleaned was in 1962. Labourers, boiler cleaners and everybody we could get did the cleaning.

Ducting of each boiler is cleaned once every 12 months.

10

The ducting of boiler No. 4 could be cleaned in a couple of days.

If 4 labourers are asked to clean the 2 air heaters in Boiler No. 4 the work could be done in 1 day.

XXd by Murugaiyan

It is not a very huge power station. There are 11 boilers.

20

In 1957 erectors are one stage above labourers. Their job is chiefly work involved in lifting various items of plant. The erectors may have cleaned the ducts and air heaters in May 1957. We have to get them to do it if we are short of labourers.

Labourers are paid according to the work they do.

30

We employed one grade of labourers except public convenience labourers. They were all paid the same salary except the public convenience labourers. We had provision for another grade but it was not filled.

A labourer's job is a labourer's job. - it is unskilled work.

The cleaning of ducting and air heaters was done by labourers from 1953 to 1957.

D.W.2 was in charge of workmen. I don't deny erectors did the work but labourers also did it. If we were in a jam we would ask boiler cleaners

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to do it.

After May 1957 we used boiler cleaners to save any further trouble. We may have used labourers but I don't think we did. We used boiler cleaners to save trouble with the Union.

I was on leave in June 1956. I think the meeting of 18.6.56 was held because of complaints received from the workmen.

There were some men who received erectors' wages but were in fact labourers. The Union wanted only erectors to work inside the station and labourers to work outside. We did not agree to that. There are plenty of labourers' jobs inside the station.

10

I cannot answer the question whether only erectors cleaned ducting after 18.6.56 - I have to look it up.

If a workman came into contact with soot and did not wash himself he might suffer from itchiness. That is why boiler suits are supplied to boiler cleaners. The soot is not the same throughout. In the boiler itself you are liable to get panadium pentoxide which is more deleterious to the skin than the normal soot. In the ducting the soot is more friable (softer). You would get an itch if you were allergic to it. Workmen may have complained about itch to the serang.

20

The procedure is to wash the ducting from outside first. We then inspect the ducting. In certain cases labourers could be asked to go inside. In this case they were not asked to go inside, they were asked to wash from the outside. I agree I was not present. I conducted the enquiry and I am speaking from the knowledge acquired at the enquiry.

30

Labourers did the work before 18.6.56. I am definite about that because the station was smaller and I knew the details of what was going on. They may have done it after 18.6.56. I expect they have done it but I want to check that. I could not say that only erectors or only labourers did it after 18.6.56.

40

My impression is that one or other of the Plaintiffs was present throughout the enquiry. If they were not there the whole time they were most of the time.

I am not certain how many persons sat to hear the appeal.

The station commenced generating on 9.12.62.

10 The cleaning of the main flue takes 2 to 3 days - working night and day. There is a reduction in capacity during the cleaning. It is an urgent job.

Re-Xd Grimberg.

To clean the main flue ducting we called upon all workmen. Workmen from the distribution section - i.e. from other parts of the City - have complained about it. I don't recollect hearing complaints from our own labourers.

Sgd. Tan Ah Tah

20 Adjourned to 8/11/63

Sgd. Tan Ah Tah

8th November, 1963 Coram: Tan Ah Tah, J.

Suit No. 1487/57 (continued)

Counsel as before.

Murugaiyan: I apply for leave to call Nohoor.

Grimberg: I have no objection.

The application is granted.

Sgd. Tan Ah Tah.

P.W.3. P. Mohamed Nohoor a.s. in Malayalam

30 439 Alexandria Road, Handyman at St. James Power Station.

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In 1957 I was working as a labourer at the Pasir Panjang Power Station. My salary was \$4.15 per day.

I know both Plaintiffs. On 23.5.57 I was working at the station. I was asked by Ishak (D.W.2) to clean the boiler. This is something I did not understand straightaway. I understood I was to get into the boiler, scrape off the soot and wash it down. On many previous occasions Ishak had asked me to do that work. I refused to do the work. My work was to cut grass or carry things outside the station. On 23.5.57 I told Ishak if I were promoted I would do the work. I refused to do the work. I continued to sweep and later on I saw Ishak bring Thornton. I did not see Plaintiffs that morning. Ishak pointed me out to Thornton. Later on Ishak took me to the Superintendent's office. I saw both Plaintiffs waiting outside the office. I stood on the five foot way in front of the office. Ishak went into the office. Later he came out. He asked me to return to my job.

10

20

I am known as Minnal Kassim. It is a nickname.

Cross-
examination

XXd by Grimberg.

I was first employed by City Council in 1952. I worked at the Waterworks 6th mile Bukit Timah. I went to work at Pasir Panjang Power Station in 1956.

When Ishak gave me instructions I was cleaning something and moving equipment inside the station. I refused straightaway and continued with my work. I cannot remember if one boiler was out of commission.

30

Due to compulsion and fright I have cleaned ducting by using a hose and directing a jet of water into it. I have 7 children and had no alternative but to do the work. I did this work on many occasions after 23.5.57. I did not do the work before the day I was taken to the Superintendent's office. I think I came to work at the station in October 1956. I worked there for 6 or 7 months before this incident.

40

I know the main flue ducting. I cleaned it after 23.5.57.

I cleaned the ordinary ducting while I was still a labourer. Later on I became an erector. It was only after I became an erector that I went inside the ducting to clean it.

Ishak explained what I had to do. He asked me to get into the boiler and do the work.

10 I remember the incident but I cannot remember the date. I have hosed the soot which was brought out by the boiler cleaners. I worked outside the window not on that day but after the incident.

20 I have directed the jet into the opening after the incident. I have hosed the soot outside the opening before the incident. I did all this on Ishak's instructions. Ishak told me that it is the boiler cleaners' job to clean the inside of the ducting and the labourers' job is to clean the outside. He did not say which workmen should work inside and which workmen should work outside.

When Ishak came up to me he asked me to scrape the inside of the boiler and wash it down.

30 I have not spoken to P.W.1 during the last 2 or 3 days. I spoke to him this morning. I did not see him yesterday. This morning I was on my way to work. This morning was the first time I knew I had to give evidence. I did not see P.W.1 yesterday or the day before yesterday.

At the Superintendent's office I did not see Briggs, Roper, Byrne or Thornton.

I did not tell any Union representative that Ishak had asked me to clean the inside of the boiler. I did not think of reporting to anybody. I just kept quiet.

40 This is the first time I have told anybody that Ishak asked me to clean the inside of the boiler.

I was not angry on hearing Ishak's

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instructions.

I last saw P.W.1 about 15 days ago.

I arrived at this building at 9.30 a.m. I sat alone outside this court room. 2nd Plaintiff came and sat with me. P.W.1 did not sit with me. 2nd Plaintiff did not tell me Ishak has asked him to go into the boiler.

I did not know that Plaintiffs appealed against their dismissal.

Ishak pointed me out to Thornton. I don't know whether he said anything to Thornton. This happened after Ishak had told me to do the work. 10

No one spoke to me outside the Superintendent's office.

I was not cleaning the ducting of boiler No. 4 One or two days before the incident. I agree I was washing outside the boiler. I did this work from the time the boiler was switched off until it was started again.

I know Mrithinjayan. I don't know whether he was working around boiler 4. I was working alone. There were other labourers working - I don't know what they were doing. I did not see 2nd Plaintiff working there. I was alone. I cannot remember how long I was alone. I admit there were other labourers working at boiler No. 4. We all did the work on Ishak's instructions. 20

I have dived into sea water in order to clean the circulating water screens. I did this after 23.5.57 not before. 30

Re-
examination

Re-Xd by Murugaiyan.

I moved small equipment for the purpose of cleaning the place.

Prior to this incident I have never cleaned the ducting of air heaters. I have done so after the incident.

Sgd. Tan Ah Tah.

D.W. 4 John Lancelot Byrne a.s. in English.
45 Chancery Lane.

Labour and Welfare Officer, Public
Utilities Board.

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10 I joined the City Council in 1937. I
have held a number of posts until I became
Labour and Welfare Officer in 1960. I
know the terms and conditions of employment
of daily rated labourers. They are employed
on a daily basis but they are paid fortnightly.

When appointed, a labourer is not given
a letter of appointment. When the appointment
is approved the Department is informed
by the Labour Officer and the labourer is
sent to the Department where he is to work.
He is not given any document setting out
what his duties will be. He is not given any
document which states under what circumstances
his employment can be terminated.

20 He is given a white or pink card. A
white card is issued when a labourer is
employed for an indefinite period. Promotions
or changes of designation are entered on it.
A pink card is issued to labourers employed
for a specific job. They are temporary
labourers employed for a specific job. They
are temporary labourers. When the specific
job is completed their employment is over.

30 On 25.5.57 I attended an enquiry in D.W.
l's office. I was then an assistant welfare
officer. I cannot remember if Plaintiffs were
present when the statements of witnesses were
recorded.

40 (Shown P2) The authority for Chapter II
is a decision of the labour sub-committee
of City Council. The decision was that the
decisions relevant to labour matters should
be recorded and sent round as circulars
to the various departments and these
circulars were to be put together into what
we call the code Chapter II for daily rated
employees.

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A daily rated labourer's employment can be terminated by notice under the Labour Ordinance. The provisions of the Labour Ordinance are summarised in Appendix J. in P2.

(Shown P1) I have seen this document. Certain names are set out in the schedule. I have prepared a summary from the personal files of each workman showing his particulars as at 18.6.56.

10

Adjourned to 2.30 p.m.

(Grimberg tenders List of labourers and particulars - relating to p.1 of the schedule to P1.

By consent, List marked D2).

Grimberg tenders List of labourers and particulars relating to p.2 of the schedule to P1.

By consent, List marked D3).

Johnson Lancelot Byrne on former oath

Xd-in-chief by Grimberg (continued)

20

(Shown D2) T. erector means Temporary erector.

One 16.10.53 the Ritson recommendations were implemented and each workman was re-designated and re-graded to labourers (except Appuni who was already a labourer). When regraded to labourer their total emoluments went up to \$4.55 except Appuni and Ong Chong Hai.

V.A. = Variable Allowance P.A. = Personal Allowance.

The purpose of the Personal Allowance was to see that nobody lost anything on re-designation.

30

I cannot explain why Appuni and Ong Chong Hai received less than the others.

(Shown D3) As at 18.6.56 all these workmen were labourers and they all received total emoluments of \$4.15 each. On 1.7.56 all of them were

promoted to boiler cleaner and as such received \$4.40. The basic wage of a boiler cleaner was \$5.20 at that time. I cannot explain why these workmen received \$4.40.

10 Both Plaintiffs appealed against their dismissal. The appeal was heard by the Sub-Committee of the Establishments Committee. Mr. L. Rayner, an Advocate and Solicitor, was Chairman and the 2 other members were Theo Leijssius and S. Jaganathan. In addition 2 officers were in attendance.

The sub-committee made a report to the Establishments Committee which had the power to delegate certain functions to the Sub-committee.

20 The Establishments Committee then made a report to the full Council. The report is recorded in the Minutes of Proceedings of the City Council for 31.7.57. The date 16.7.57 in brackets is the date on which the Establishments Committee met.

XXd. by Murugaiyan

As Assistant Welfare Officer it was my duty to attend enquiries.

30 Roper presided on 25.5.57. The witnesses were all present. I don't remember Plaintiffs being there at all. The witnesses were all seated round a table. D.W.1 could hear what Thornton said. What each witness said could be heard by all the other witnesses.

I have attended other enquiries.

At this enquiry I don't remember questions being put by Roper after the statements had been recorded. Mustaffa was not called upon to make a statement.

Since I became Labour and Welfare Officer in 1960 questions have been put at enquiries.

Before 1960 no questions were put - only statements were recorded.

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The statements were sent to Rea. Rea could have called for further evidence or could have ordered a further enquiry to be held. To my knowledge no further enquiry was held.

Chapter II of P2 and the Labour Ordinance contained the rules and law relating to conditions of service.

Under section 9 of the Labour Ordinance if a workman is invalidated out of the service, the periods of notice to which he is entitled are set out. 10

The system of pink cards went out of existence when I became Labour and Welfare Officer. I cannot say whether pink cards were issued after the Ritson recommendations.

I have not come across a case of a workman being dismissed without misconduct having been proved.

If a workman engaged for an indefinite period retires at 60 he would be entitled to retirement benefits. 20

The principle was the rate for the job. A labourer's wage is fixed as a labourer. Various rates are grouped together. For example at p.3. of D2, 4 rates are grouped together under Group I i.e. unskilled labour group. A labourer progresses from a lower rate to a higher rate every 5th year. It takes more than 15 years to progress from \$4.15 to \$4.30. 30

Erectors belong to Group IV Rates 6, 7, and 8.

The difference between Group I Rate I (\$4.15) and Group IV Rate 6 (\$4.00) (sic) is 25 cents.

If a person belonging to one group is asked to do the work of a higher group he should be paid an acting allowance. Acting allowances commenced to be paid on 1.1.56.

In 1956 labourers at the station were paid a minimum of \$4.15. 40

I don't remember the Union protesting against erectors being re-designated labourers.

I am aware of correspondence between the President of the Union and the President of the City Council.

(By consent, letter dated 30.5.55 from President City Council to President of the Union marked P6).

10 I don't know why some were designated erectors on 23.6.56.

After Ritson recommendations Heads of Departments re-designated some posts.

Sgd. Tan Ah Tah

Adjourned to a date to be fixed by the Registrar.

Sgd. Tan Ah Tah.

9th November, 1963 Coram Tan Tah J.

Suit No: 1487/57 (continued)

20 Counsel as before

John Lancelot Byrne on former oath.

Re-xd by Grimberg.

The services of labourers have been terminated from time to time for reasons of redundancy under Chapter II.

30 The summary of the Labour Ordinance in Appendix J. was made in order to enable officers of all Departments to know what were the provisions relating to the notices terminating the services of labourers.

The need has never arisen to terminate the service of labourers under the Labour

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Ordinance. If they were redundant or had mis-
conducted themselves their services were
terminated under the provisions of Chapter II
instead of the Labour Ordinance.

As to acting allowances I have checked
up the records and I find that it was decided
on 31.8.61 to pay acting allowances with
retrospective effect to 1.1.56. I produce
a circular to all Heads of Departments signed
by Mr. Woon Wah Siang, Acting Chief
Administrative Officer (Murugaiyan not
objecting, Circular marked D4).

10

When Plaintiffs were in Defendants'
employment there was no requirement for an
acting allowance to be paid if an employee
worked in a higher grade. This was because
they were dismissed on 31.8.61.

XXd by Murugaiyan (continued)

There is no reference to acting allowance
in Chapter II.

20

I am not aware of any circular in 1956
concerning acting allowances, or of any
negotiations between the Union and the City
Council in 1956.

Provision is made for acting allowances in
the 1958 edition of Chapter II.

Negotiations took place in 1961 regarding
payment of acting allowances, and the circular
D4 was the result of the negotiations.

(Shown 1958 edition of Chapter II) Yes, 30
this is the 1958 edition of Chapter II (marked P7).
This edition was revised in October 1958. The
provision in para. (i) in Part III was
imported for the first time. Labourers are open
vote employees.

Although the provision was in P7 it was not
implemented.

I am not aware of any circular relating to
acting allowances or acting pay in 1956.

No re-Xn.

40

By Court:

It might have been put into the 1958 edition because of one individual case. It was not generally implemented. I am not sure whether it was one case or a few cases. I can say for certain that it was not generally implemented.

Sgd. Tan Ah Tah

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10 Murugaiyan applies for leave to recall Roper. Grimberg not objecting, the application is granted.

Sgd. Tan Ah Tah.

Eric Freeth Roper on former oath.

XXd by Murugaiyan.

Eric Freeth Roper recalled and re-cross-examined
9th November 1963

I was on leave during part of 1956. I was not in Singapore on 18.6.56. I think I returned to Singapore on 4.7.56.

20 Q. Did you recommend that employees who were cleaning air heaters and boiler ducts should be paid a higher wage?

A. As far as I remember, no.

In May 1957 I was Power Station Superintendent.

All the labourers (except 3) in the middle column of the 1st schedule to P1 were drawing \$4.55 each on 18.6.56.

I did not recommend that they should be

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re-re-
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be promoted to the post of erectors. I was away.

On 8.6.56 a meeting was held in the City Hall between the Deputy City Electrical Engineer and the Union representatives. It was decided that those erectors who had been regraded to labourer under Ritson should be regraded to erector and fill the 5 vacant posts in the establishment. The names of these 5 persons appear in D2 (Murugaiyan admits the facts stated by Roper as to the meeting at the City Hall).

10

We make recommendations for promotions and send them to the Labour Office, City Council.

I was at the Power Station on 1.9.56. Five of the employees whose names appear on page 2 of the schedule to P.1 were promoted to be lagger boiler cleaner on 1.9.56 on my recommendation. Yes, they would be cleaning air heaters and ducts. But they would also be carrying out lagging work i.e. applying heat insulating material to pipes and other hot surfaces. It is not true that I made the recommendation because the work was onerous and dirty. They were promoted and given more money because they were given extra work i.e. lagging. I don't agree the major part of the work was cleaning air heaters and ducts. It depends on the variety of work.

20

Re-Xd by Grimberg.

The regrading of the 5 labourers as erectors (see page 1 of the schedule) was not due to the fact that they might have been called upon to clean air heaters and ducting. It was purely for the purpose of ironing out the anomalies caused by the Ritson recommendations.

30

Promotions are always going on at the Power Station. As the station increases in size we have to increase the staff and we recruit and promote internally wherever possible. Deserving employees are continually improving their status.

The labourers on page 2 of the schedule are now holding higher paid posts e.g. Intazullah is now a heavy crane driver drawing \$7.35 per day.

40

Sgd. Tan Tah
Defendants' case - Adjourned to 2.30 p.m.

Grimberg: Rules of natural justice exist to prevent a person who is acting in a judicial or quasi-judicial capacity from inflicting an injustice upon another individual.

Roper was not sitting in a judicial or quasi-judicial capacity.

If he was, there was no breach.

10

If there was a breach at the Roper enquiry, it was secured by what took place before the appellate sub-committee in July 1957. Chapter II Section IV paras. 3 (b) (vi) and (vii) - it is implicit that a power lies in the Establishments Committee to reinstate an employee who has been dismissed for misconduct i.e. by allowing the appeal and reinstating the appellant.

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20

The Rayner committee was in a position to reinstate the Plaintiffs.

It is clear from the evidence and from pages 5, 6 and 7 of AB2 that what took place before the Rayner committee amounted to a re-hearing, augmented by Roper's evidence.

If Rea accepted Roper's written evidence behind Plaintiffs' backs, this was cured by the proceedings before the Rayner committee.

30

Plaintiffs complain:-

- (1) Roper's evidence received behind their backs
- (2) Statements of some witnesses recorded in their absence.
- (3) Plaintiffs were not charged with specific offences.

Items (1) and (2) if valid complaints, - cured before Rayner Committee.

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As to (3), Plaintiffs must have known why the Roper enquiry was held. At p.13 Notes of Evidence 2nd Plaintiff said he knew why he was there.

There is not need for specific charges if the person concerned is aware of complaint against him - Russell's case (1949) 1 All E.R. 109. at pp.117, 118, and Byrne's case (1958) 1 W.L.R. 762 at p. 784, 785. Davis v. Carew-Pole (1956) 1 W.L.R. 833 at p.838, 839.

10

In any event, the correspondence before the appeal was heard and the proceedings before the Rayner Committee would have left Plaintiffs in no doubt what the complaint was against them.

The Rayner Committee complied with all the rules of natural justice. It was not a court. But no injustice was done to Plaintiffs.

Marshall did not say Plaintiffs had been prejudiced before the Roper enquiry. Annamunthodo v. Gilfields Workers' Trade Union (1961) 3 All E.R. 621 - this case, which I think will be relied on by Plaintiffs, is not relevant.

20

The events occurred some years ago - not surprising there are discrepancies.

The only independent witness who spoke with certainty about not doing the work before 23.5.57 is P.W.3 (Nohoor).

No evidence of intimidation or compulsion. If there had been intimidation, P.W.1. would not have hesitated to say so in his letter.

30

P.W.3 said he did not tell any Union representative that Ishak had asked him to clean the inside of the boiler. He also said he did not tell anybody about it before coming to court. The court will hesitate before relying on his evidence.

Was cleaning of air heaters and ducting done by labourers before and/or after 23.5.57?

40

Plaintiffs consider this an important point Defendants do not. Defendants' case is that it was not skilled work and the question whether labourers did the work before 23.5.57 is secondary. The main issue is whether it was unskilled work.

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10

Defendants' witnesses say the work was done before 23.5.57. Roper said, to avoid further trouble, erectors and boiler cleaners were asked to do the work after 23.5.57 (except in the case of the main flue ducting).

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Briggs, Roper and Ishak all said labourers did the work before 23.5.57.

Closing Speech by Defence Counsel
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Ishak said that in 1956 there were only 6 boiler cleaners on the staff whereas now there are 22 on duty at any one time. The need to use labourers became less and less as the strength of boiler cleaners increased.

20

The scope of a labourer's employment in 1956 and 1957 was a somewhat fluid one. It began to crystallise partly because of the Union's efforts and partly because of the needs of the power station and partly because of the Plaintiffs' dismissal. It crystallised in 1957 so that the cleaning of air heaters and ducting was left almost exclusively in the hands of erectors and boiler cleaners.

Ducting is not being constantly cleaned.

30

The work of labourers at the station was never classified or categorised. They were employed to do unskilled work. See para. 1 of the amended statement of claim and the further and better particulars.

Of the labourers at the station some were called "general labourers" and others were called "public convenience labourers".

Was the work within the scope of Plaintiffs' employment?

40

The work "labourer" is not defined in P2. The work "Employee" is defined. But this does not help.

In the High
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Singapore

The word "labourer" is not defined
in any English or local statute.

Shorter Oxford Dictionary Vol. 1 p.1096
"one who does work requiring chiefly bodily
strength."

—————
No. 9

The work may be dirty or uncomfortable or
inconvenient but it is not skilful work.

Court Notes
of Evidence

Ishak said one or two persons had complained
of an itch.

—————
Closing Speech
by Defence
Counsel
9th November
1963
(Continued)

Plaintiffs do not seriously contend they
were being asked to do skilful work. See p. 9
Notes of Evidence and p. 24 AB.

10

P.W.1 has never worked in a power
station p. 10 Notes of Evidence.

Adjourned to 22/11/63.

Sgd. Tan Ah Tah.

22nd November
1963

22nd November 1963

Coram: Tan Ah Tah J.

Suit 1487/57 (continued).

Counsel as before.

Grimberg: At p.12, 13 and 17 Notes of
Evidence 2nd Plaintiff speaks of the
work.

20

Briggs p. 27, 28, 29, 30, 31, 32, 33,
35. In 1955 or 1956 boiler cleaners and
labourers were introduced in fairly
large numbers.

It was then that labourers cleaned the
air heaters and ducting.

Ishaks evidence at p. 36, 38, 41, 42, 44
Roper's evidence at p. 45, 46, 47, 48.

30

Were Plaintiffs asked to go inside the
ducting? 2nd Plaintiff's evidence
p. 11, 12

Briggs' evidence p. 28, 29, 33, 34

Ishak's evidence p. 37, 38

Roper's evidence p. 47

Nohoor's evidence p. 48, 49, 50

The whole tenor of P.W.1's evidence was to the effect that Plaintiffs should not have been asked to work inside the station. He relied on Pl. But Pl itself on 2nd page of the schedule contains names of labourers who were to work inside the station.

10

Further Pl said workmen could be moved about.

Working outside station - this was the case but forward - see para 4 of statement of claim - para. 1 of further and better particulars - para 5 of further and better particulars.

If Plaintiffs genuinely believed it was not their work, the proper thing was to do the work first and then complain. See P.W.1's evidence p.31 Notes of Evidence, p.31 - P.W.1 would advise young labourers to do the work first and then complain.

20

All the trouble arose out of Union's misinterpretation of Pl. - see p.6 of AB2.

Marshall's arguments.

Byrne's evidence. Plaintiffs were subject to Labour Ordinance. But Byrne knew of no instance where the Ordinance had been invoked. This was because P2 provided for termination of services for reasons of (1) misconduct (2) redundancy. Plaintiffs were still subject to Labour Ordinance.

30

P2 consists of directives to Heads of Departments.

Plaintiffs were employed on a general hiring for an indefinite period, and their

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Court Notes
of Evidence

Closing Speech
by Defence
Counsel
22nd November
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(Continued)

In the High Court of the State of Singapore Island of Singapore

No. 9

Court Notes of Evidence

Closing Speech by Defence Counsel 22nd November 1963 (Continued)

No. 9

Court Notes of speeches and evidence

Plaintiffs Counsels reply 22nd November 1963

terms of service were governed by the law of master and servant and the law of the State prevailing from time to time including the Labour Ordinance.

Acting allowances - Chapter II revised in 1958 - that provision was not implemented until a directive of 31.8.61. On 10.10.61, by a circular (D4) Heads of Department were informed acting allowances were payable.

No evidence of a circular in 1956.

10

As to 1st Plaintiff's claim, there is no evidence that he has made any attempt to attend these proceedings, no evidence he suffered any damage. The only evidence is at p. 31 Notes of Evidence - reason why he could not come.

Murugaiyan: Plaintiffs' employment was of a permanent and pensionable nature.

Section 17 Municipal Ordinance.

Some of the rules in Chapter II have been made by virtue of Section 17. There are also inherent powers to make rules for recruitment, engagement, payment of salaries of servants. Under these inherent powers the City Council have made some of the rules in Chapter II. Every servant is bound by the rules. Section I of Chapter II. Some employees are employed for an indefinite period - Section I, para. 2 (e).

20

30

Section VII "Open vote lists"..... "to serve most of their lives with the Council."

Section VIII 3. Termination of service and retirement (a). d (i) (ii) (iii).

Pink cards are no longer issued.

Chapter II Section IV - proof of misconduct or dereliction of duty required before an employee can be dismissed.

All methods of dismissal are stated in Chapter II.

Appendix J - Labour Ordinance - included to deal specifically with temporary employees.

McClelland v. Northern Ireland General Health Services Board (1957) 2 All E.R. 129 at p. 133 I 3.

Adjourned to 2.30 p.m.

- 10 Murugaiyan (continued) Section II section I Engagement para (d) Section II Part I 2 Job.

Classification.

Erectors come under Group IV - \$4.55.

Boiler cleaner and lagger come under Group VI - \$5.20.

1st Plaintiff entered the service in 1952

2nd Plaintiff on 2.2.56.

2nd Plaintiff was posted to Road Department.

- 20 In November 1956 he was transferred to the station. His duties were cutting grass, sweeping drains, removing rubbish. He drew \$4.15. This was Group I work, the lowest paid Group.

1st Plaintiff did similar work when he was at the station. He drew \$4.15.

The station started generating on 9.12.52. Only erectors were employed to clean the air heaters and ducts.

- 30 Up to 1955 or 1956 only erectors did this work. No doubt Roper said at p. 47 that from 1953 to 1957 labourers did the work. But Ishak's evidence must be considered.

Before Ritson, some were called erectors. After Ritson they were re-

In the High Court of the State of Singapore Island of Singapore

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Court Notes of Speeches and evidence

—————
Plaintiffs Counsels reply
22nd November 1963
(Continued)

In the High
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No. 9

Court Notes
of Speeches
and
evidence

Plaintiffs
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reply
22nd November
1963
(Continued)

re-designated erectors. They did the cleaning of ducting etc. but they belonged to a higher grade.

At p.1 of schedule to P1 all labourers, except Appuni and the 2 Chinese, received \$4.55. They belonged to a higher grade.

Only those who were drawing \$4.15 are found on p.2 of the schedule. They worked outside the station.

Only the higher grade labourers cleaned the ducting. 10

On 1.7.56 six labourers (see p.2 of the schedule) were promoted (see D3) to be boiler cleaners.

Even Appuni was promoted on 1.11.56 to be a fireman. p.3 of D2.

When Briggs said labourers worked inside the station without complaint he was referring to labourers who drew \$4.55.

On 23.5.57 Boiler No. 4 had been out of commission for 12 days. Plaintiffs were asked to clean the ducts not the air heaters. 20

Nohoor said he had never done the work before. No one has been called to rebut his evidence.

It is said it is unskilled work. But a particular job has a particular salary attached to it.

It was a job done by erectors.

Ishak said it required more skill than cleaning drains. Soot, dirt, itch are involved. 30

Briggs never mentioned any emergency to Roper.

The labourers cannot be compared to policemen and other disciplined bodies.

As to the enquiry, the rules of natural justice were not complied with. Ishak p. 43 said he was not sure whether Plaintiffs were present when he made his statement. Roper p. 45 said he could not be absolutely certain whether Plaintiffs were present. Byrne P. 53 said he did not remember Plaintiffs being there at all.

10

Roper wrote to Rea. Rea wrote back to Roper. Roper wrote to Rea behind Plaintiffs' back.

Rea should have asked whether it came within the scope of their work. He should also have asked who had done the work before.

20

Ishak said both Plaintiffs had done the work. Roper informed Rea that only 2nd Plaintiff had done the work.

What happened at the appeal is immaterial. Annamunthodo v. Gilfields Workers' Trade Union (1961) 3 A.E.R. 621 at p. 625 F.

As to damages, Braber's case is relevant.

I concede that 1st Plaintiff has to prove damage and that he has not done so.

Grimberg:

30

Diamond on Master & Servant 2nd edition p. 190 Art. 82.

In the High Court of the State of Singapore Island of Singapore

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No. 9

Court Notes of Speeches and Evidence

—
Plaintiffs Counsels reply
22nd November 1963
(Continued)

In the High
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Judgment for Defendants with costs to
be taxed on the higher scale. As to the order
made on 12.9.63 the costs said to be thrown
away are the costs for that day.

Sgd. Tan Ah Tah

No. 10

 GROUNDS OF JUDGMENT IN THE HIGH COURT IN SINGAPORE Suit No. 1487 }
of 1957 }

Between

1. M. Vasudevan Pillai
2. N. Kuttappan Nair ... Plaintiffs

And

10 The City Council of Singapore
... Defendants

Coram: Tan Ah Tah J.

 GROUNDS OF JUDGMENT

20 In this action the plaintiffs, who were daily rated labourers, were dismissed from the defendants' employment in May 1957 on the ground that they had refused to obey the instructions of one of their superior officers. The plaintiffs asked for a declaration that the defendants were in the circumstances not entitled to determine their services and for a further declaration that they were still in the employ of the defendants. In the alternative, the plaintiffs claimed damages for wrongful dismissal.

30 At the material time the plaintiffs were employed at the power station at Pasir Panjang. There were several boilers at this power station. In respect of each boiler there were several items of equipment which had to be cleaned from time to time. These were the boiler itself, the boiler drums, the air heater and the ducting.

On the 23rd May 1957 the plaintiffs were instructed by one Ishak, who was employed by the defendants as a serang, to carry out certain work in connection with boiler No. 4. The second plaintiff stated in evidence that he was asked by Ishak to clean the ducting only. The first

In the High
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No. 10

Grounds of
Judgment
22nd November
1963Tan Ah Tah J.
22nd November
1963

In the High
Court of the
State of
Singapore
Island of
Singapore

No. 10

Grounds of
Judgment
22nd November
1963

Tan Ah Tah J.
(continued)

plaintiff did not give evidence at the hearing. I was satisfied and found as a fact that Ishak instructed both plaintiffs to clean the air heaters and then the ducting. These were interconnected pieces of mechanism and it was the normal practice to clean the air heaters first and then the ducting. I accepted the evidence of Ishak on this point.

Both plaintiffs refused to carry out the instructions given to them by Ishak. They told him that the work should be done by boiler cleaners and not by labourers. Ishak reported the matter to Mr. Thornton, the acting boiler house maintenance engineer. The same instructions were then given to both plaintiffs by Ishak in the presence of Mr. Thornton. The plaintiffs again refused to carry out the instructions. Mr. Thornton thereupon reported the matter to Mr. Briggs who was then the acting Superintendent of the power station.

10

The plaintiffs were brought to Mr. Briggs' office. There he advised them to do the work which they had been asked to do. The plaintiffs again refused to do the work. Eventually Mr. Briggs instructed them to see the Labour and Welfare Officer in the City Hall. They refused to go, saying that they wished to see their Union representative. Mr. Briggs then told them that they could ask to see their Union representative at the Welfare Office in the City Hall. Although transport was made available for the use of the plaintiffs, they still refused to go to see the Labour and Welfare Officer.

20

30

On the 25th May 1957 an enquiry was held into the incident by Mr. Roper, who was then acting Deputy Electrical Engineer. After the enquiry the matter was referred to the Deputy President of the City Council and it was decided to terminate the services of both plaintiffs with immediate effect from the date of service of a notice dated 27th May 1957. The notice was served on each of the plaintiffs on the 28th May 1957. They were both informed in the notice that they had a right of appeal against the decision to dismiss them. They availed themselves of this right and the appeal was heard by the Sub-Committee of the Establishments Committee on the 9th July 1957. In the result the appeal was dismissed.

40

It was contended by counsel for the plaintiffs that the rules of natural justice were not complied with at the enquiry held by Mr. Roper on the 25th May 1957. According to the evidence, the statements of some of the witnesses at the enquiry were recorded in the absence of the plaintiffs. Further, after the enquiry was over and a report had been sent by Mr. Roper to the Deputy President of the City Council, Mr. Roper supplied certain information which was relevant to the subject matter of the enquiry to the Deputy President at the latter's request. The plaintiffs were not informed at that time that these communications were passing between Mr. Roper and the Deputy President.

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40

I am satisfied that both plaintiffs must have known why the enquiry was being held. They were perfectly aware of the fact that they had refused to obey the instructions which had been given to them. As they knew, or must have known, what the complaint against them was, in my view, no need for specific charges to be framed against them.

However, when Mr. Roper was conducting the enquiry he was acting in a quasi-judicial capacity. In my opinion, the failure to record the statements of all the witnesses in the presence of the plaintiffs and the supplying of information to the Deputy President without the plaintiffs' knowledge constituted a breach of the rules of natural justice.

That conclusion, however, did not end the matter because the effect of the proceedings when the appeal was heard by the Sub-Committee of the Establishments Committee had to be considered. The Chairman of the Sub-Committee was Mr. Rayner, an Advocate & Solicitor, and counsel in the person of Mr. David Marshall argued the appeal on behalf of the plaintiffs. The matter was re-opened and various witnesses including Mr. Roper, Mr. Briggs and Ishak were cross-examined by Mr. Marshall. It is, in my view, impossible to say that the rules of natural justice were not complied with by the Sub-Committee which heard the appeal. In my judgment, the failure to comply with all the rules of natural justice at the enquiry was cured by the proceedings at the hearing of the appeal.

In the High
Court of the
State of
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Island of
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No. 10

Grounds of
Judgment
22nd November
1963

Tan Ah Tah J.
(continued)

In the High
Court of the
State of
Singapore
Island of
Singapore

No. 10

Grounds of
Judgment
22nd November
1963

Tan Ah Tah J.
(continued)

The plaintiffs relied on a document marked Exhibit P1 which consisted of minutes of a meeting held on the 18th June 1956 between the Secretary of the Electrical Workers Union and two officers of the City Council who were described as acting power station superintendents. A schedule was attached to the minutes. The plaintiffs sought to prove that the effect of the document was that labourers were to do their work outside the power station and not inside. This argument failed when it was seen that the schedule itself contained the names of labourers who had to do their work inside the power station. Further, it was stated in the document itself that it might be necessary to change men around at intervals and that because a man worked in one place for a long time it did not follow that he should not be moved.

10

With regard to the question whether the work which the plaintiffs were called upon to do involved skill or not I had the advantage of seeing the air heaters and ducting and the work being actually done at the power station when I visited it in the company of counsel on both sides. This view was of great assistance when I had to consider the evidence of Mr. K. Suppiah, the second plaintiff, Mr. Roper, Mr. Briggs and Ishak. In my opinion, no skill is required for the cleaning of air heaters and ducting. If the mechanism of an air heater is defective a limited degree of skill may be required to cope with the work. However, in normal circumstances, no skill is required. No doubt a worker's clothes and person can become dirty and certain aspects of the work can be somewhat unpleasant. But that does not mean that any skill is required to do the work. In my judgment, the work involved in the cleaning of air heaters and ducting is well within the capabilities of an ordinary labourer.

20

30

I was satisfied that the second plaintiff had done the work before and so had other labourers. On this point I accepted the evidence of Ishak and rejected that of the second plaintiff. I also accepted the evidence of Mr. Roper and Mr. Briggs that other labourers had done the work before the 23rd May, 1957.

40

In the result I gave judgment for the defendants with costs.

Tan Ah Tah

J U D G E

No. 11

FORMAL JUDGMENT

IN THE HIGH COURT IN SINGAPORE

In the High
Court of the
State of
Singapore
Island of
Singapore

Suit No. 1437 }
of 1957 }

No. 11

Between

1. M. VASUDEVAN PILLAI
2. M. KUTTAPPAN MAIR ... Plaintiffs

Formal
Judgment
4th December
1963

(L.S.)

and

THE CITY COUNCIL OF SINGAPORE
... Defendants

22nd November, 1963.

This action coming on for trial on the 22nd and 23rd days of July, 1963, the 9th, 10th, 11th and 12th days of September, 1963, and the 4th, 5th, 6th, 7th, 8th, 19th and 22nd days of November, 1963, before the Honourable Mr. Justice Tan Ah Tah, in the presence of Counsel for the Plaintiffs and for the Defendants and upon reading the pleadings delivered in this action and upon hearing the evidence adduced and what was alleged by Counsel for the Plaintiffs and for the Defendants this day in the presence of Counsel for the Plaintiffs and for the Defendants THIS COURT DOETH ORDER that the Plaintiffs' claim do stand dismissed out of this Court AND IT IS ORDERED that the costs of the action save and except the costs of the 12th day of September, 1963 be taxed upon the Higher Scale and paid by the Plaintiffs to the Defendants AND IT IS FURTHER ORDERED that the costs on the Higher Scale of the aforesaid 12th day of September, 1963 be paid by the Defendants to the Plaintiffs.

Entered this 4th day of December, 1963 in
Volume LXXXX Page No. 40 at 12.15 p.m.

Sd. W.K. Tan

DEPUTY REGISTRAR

In the Federal
Court of
Malaysia
holden at
Singapore
(Appellate
Jurisdiction)

No. 12

NOTICE OF APPEAL

IN THE FEDERAL COURT OF MALAYSIA HOLDEN AT SINGAPORE
(APPELLATE JURISDICTION)
CIVIL APPEAL NO. 90 of 1963

Between

1. M. VASUDEVAN PILLAI
2. M. KUTTAPPAN NAIR ... APPELLANTS

And

THE CITY COUNCIL OF SINGAPORE ... RESPONDENTS

10

IN THE MATTER OF SUIT NO. 1487 of 1957
IN THE HIGH COURT IN SINGAPORE AT SINGAPORE

Between

1. M. VASUDEVAN PILLAI
2. M. KUTTAPPAN NAIR ... PLAINTIFFS

and

THE CITY COUNCIL OF SINGAPORE ... DEFENDANTS

NOTICE OF APPEAL

20

(sic)

TAKE NOTICE that the abovenamed Defendants/
Appellants being dissatisfied with the decision of
the Honourable Mr. Justice Tan Ah Tah given at Singa-
pore on the 22nd day of November, 1963 appeals to the
Federal Court against the whole of the said decision.

Dated this 5th day of December, 1963.

Sd. L.A.J. Smith

Solicitor for the abovenamed Plaintiffs/Appellants

To

The Registrar,
Federal Court,
Kuala Lumpur.

30

and to the Registrar,
The High Court in Singapore at Singapore.

and to the Defendants/Respondents
Solicitors Messrs. Drew & Napier,
Singapore.

The address for service of the appellants is
c/o Mr. L.A.J. Smith 18-H Battery Road, Singapore.

No.13
MEMORANDUM OF APPEAL

IN THE FEDERAL COURT OF MALAYSIA HOLDEN AT SINGAPORE

(APPELLATE JURISDICTION)

FEDERAL COURT CIVIL APPEAL No. 90 of 1963

In the Federal Court of Malaysia
Holden at Singapore
(Appellate Jurisdiction)

No.13
Memorandum of Appeal

11th May 1964

B E T W E E N

- 1. M. VASUDEVAN PILLAI
- 2. M. KUTTAPPAN NAIR Appellants

10

- and -

THE CITY COUNCIL OF SINGAPORE Defendants

IN THE MATTER of SUIT No. 1487 of 1957

IN THE HIGH COURT IN SINGAPORE AT SINGAPORE

B E T W E E N:

- 1. M. VASUDEVAN PILLAI
- 2. M. KUTTAPPAN NAIR Plaintiffs

- and -

THE CITY COUNCIL OF SINGAPORE Defendants

MEMORANDUM OF APPEAL

20

M. VASUDEVAN PILLAI and M. KUTTAPPAN NAIR the above-named Plaintiffs/Appellants appeal to the Court of Appeal against the decision of the Honourable Mr. Justice Tan Ah Tah given at the High Court, Singapore, on the 22nd November, 1963, on the following grounds:-

sic

1. The learned Trial Judge was wrong in law in holding that the Plaintiffs' failure to comply with the rules of nature (sic) justice at the enquiry was cured by the proceedings on appeal.

30

2. The learned Trial Judge was wrong in law in holding that the labourers were under an

In the Federal
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Holden at
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(Appellate
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No.13
Memorandum
of Appeal

11th May 1964
(Contd.)

obligation to perform work which attracted a higher rate of pay whether it was within the capabilities of an ordinary labourer or not and whether other labourers had or had not done the work before.

3. The Learned Trial Judge should have considered whether the labourers were justified in refusing to carry out the order or not by reference to whether they could reasonably be considered to have known that they should comply with the directions given.

10

DATED this 11th day of May, 1964

Signed: L. A. J. SMITH

Solicitor for the Appellants

To The Registrar,
Federal Court,
Kuala Lumpur.

To The Registrar,
High Court,
Singapore

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and to Messrs. Drew & Napier,
Solicitors for the above named Defendants/
Respondents Singapore.

The address for service of the Appellant
is c/o L.A.J. Smith No. 18-H Battery Road,
Singapore.

No.14
NOTES OF ARGUMENT RECORDED BY THOMSON -
LORD PRESIDENT and SYED SHEH BARAKBAH C.J.
MALAYA

In the Federal
Court of
Malaysia
holden at
Singapore
(Appellate
Jurisdiction)

IN THE FEDERAL COURT OF MALAYSIA HOLDEN AT
SINGAPORE (APPELLATE JURISDICTION)

Federal Court Civil Appeal No. 90 of 1963

No.14
Notes of
Argument
recorded by
Thomson-
Lord President

BETWEEN

1. M. Vasudevan Pillai
2. M. Kuttappan Nair Appellants

14th September
1964

10

- and -

The City Council of Singapore Respondents

(In the Matter of Singapore High Court Suit
No. 1487 of 1957)

BETWEEN

1. M. Vasudevan Pillai
2. M. Kuttappan Nair Plaintiffs

- and -

The City Council of Singapore Defendants

20

Cor: Thomson, Lord President, Malaysia
S.S. Barakbah, Chief Justice Malaya
Wee Chong Jin, Chief Justice, Singapore

14th September, 1964

For Appellants L.A.J. Smith

For Respondents J. Grimberg

Smith:

Judge did not deal with the question of
whether contract was for life.

Judge was wrong in finding defects in

In the Federal
Court of
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holden at
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(Appellate
Jurisdiction)

original enquiry were cured on appeal.

He was wrong in holding labourers were wrong in refusing work they were told to do even if it was higher paid, i.e. skilled.

As to the effect of the hearing of the appeal -

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Notes of
Argument
recorded by
Thomson -
Lord President

Annamunthodo v. Oilfields Workers Trade Union (1961) 3 A.E.R. 621, 625.

Judge hold original hearing was bad on natural justice grounds. 10

Smith (continuing):

14th September
1964
(Contd.)

What the Sub-Committee should have done was to set the case back to be gone into de novo.

There is no misconduct in disobedience unless the party who disobeys knows he is under a duty to obey. I do not attach great importance to it.

Anyhow labourers under no contractual duty to obey orders to do work which normally attracts a higher rate of pay. 20

Case for Appellants.

Grimberg:

Plaintiffs' contentions at trial were as at paras. 4, 5, 6 of Statement of Claim (p. 4, 5)

What Plaintiffs were asked to clean was not boilers but ducts and air heaters. That was done at that time by all grades of workers.

'Natural justice' came into the case when Statement of Claim was amended after trial had commenced (p. 6). The defence was amended (p. 18). 30

An enquiry was held, presided over by Roper and it is conceded that he was acting in a quasi-judicial capacity and there was a breach of the rules of natural justice. Roper supplied

information to the President of the City Council behind the backs of the Plaintiffs. (p. 119.)

Appeal was heard by a Sub-Committee presided over by a solicitor. Plaintiffs represented by David Marshall and all witnesses were called again (pp. 43, 54, 52) Record of proceedings is at pp. 174 - 176.

10 Submit all the requirements of natural justice were complied with before the Sub-Committee.

In Annamunthodo's case (supra) the real question was whether by appealing to the conference of delegates the member had exhausted his remedies so as to disqualify himself from going to the Courts.

Grimberg: (Continuing):

20 Proceedings were by reason of Chapter II of Rules of Regulations on Daily Rates Labourers made by the City Council. See Chapter II section IV S.3 (i).

All labourers employed on a general hiring for an indefinite period terminable in accordance with the provisions of the Labour Ordinance.

On the question of the appeal curing the original defect -

Andrea v. British Italian Trading Co. (1962)
1 Ll. L.R. 151.

30 Misconduct on the part of the appellate tribunal is necessary to upset its proceedings.

The evidence as to appellants' dismissal is at pp. 41, 52.

As to appellants' claim that they were only employed to do outside work, they could rely only on Minutes of a Meeting on 18.6.56 (P.)

As to type of work appellants were employed to do, it is conceded that they were employed to do unskilled work (p.) Judge found work was unskilled though occasionally done by people who

In the Federal Court of Malaysia holden at Singapore (Appellate Jurisdiction)

No.14
Notes of Argument recorded by Thomson - Lord President

14th September 1964 (Contd.)

In the Federal Court of Malaysia holden at Singapore (Appellate Jurisdiction)

were paid more. The important point is that the work was unskilled - see letter at p. and Judge's findings.

The only appellant who gave evidence admitted he knew he was bound to do any unskilled work. Also they both refused to go to the City Hall to see the Welfare Officer.

No.14
Notes of Argument recorded by Thomson - Lord President

Smith:

Repeats what he said before.

C.A.V.

10

Intld. J.B.T.
14.9.64

14th September 1964 (Contd.)

Notes of Argument recorded by Syed Sheh Barakbah C.J.

NOTES OF ARGUMENT RECORDED BY BARAKBAH, CHIEF JUSTICE, MALAYA

14th September, 1964

L.A.J. Smith for Appellants

J. Grimberg for Respondents

14th September 1964

Smith: Whether contract for life or not? (sic)

sic 1. Judge held the view that Plaintiffs' failure to comply with rules of natural justice was cured by the proceedings on appeal.

20

2. Labourers should comply with the instructions.

Whether they should do work which attracted higher rate of pay or not.

3. Whether labourers understood that they must obey.

Annemunthodo v. Oilfields Workers' Trade Union - 1961, 3. A.E.R. 621, 625.

30

The remedy is that the trial is bad and case sent back for re-trial.

Grimberg:

Paragraphs 5 and 6 Statement of Claim
p. 5 of record only dealt with by
Plaintiffs in Court below.

What Plaintiffs were asked to clean -
not boilers but ducts and air heaters -
conceded by Plaintiffs - work done
by all workers.

Breach of natural justice - paragraph
8 etc. of amended Statement of Claim
p. 5.

Paragraphs 4, 4A of Amended Defence
pp.17, 18.

Inquiry in fact held presided over
by Mr. Roper.

Roper supplied information to President
behind the backs of the Plaintiffs.
p. 119.

Appeal heard by sub-committee presided
over by Rayner.

Plaintiffs represented by David
Marshall.

All witnesses called again.

P. 43 1.20

P. 55 1.3

P. 62 1.22, 1.34

P 174 - 176.

Whether by appeal to Annual Conference
of delegates the member had exhausted
his remedy so as to disqualify him
going to the Court.

Claimant still had access to the Court.

Here they cannot succeed as the rules
of natural justice had been complied
with.

In the Federal
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(Appellate
Jurisdiction)

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Notes of
Argument
recorded by
Syed Sheh
Barakbah C.J.

14th September
1964
(Contd.)

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In the Federal
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holden at
Singapore
(Appellate
Jurisdiction)

No.14
Notes of
Argument
recorded by
Syed Sheh
Barakbah C.J.

14th September
1964
(Contd.)

No complaint by Marshall that there was a
breach of natural justice.

Rules and Regulations on Daily Rated Labour
made by City Council.

Chapter 2.

Sec. 4 (3) (i) - Discipline.

Appendix J to Chapter 2.

Subject to termination of the Labour
Ordinance.

Andrea's Case - 1962, 1 Lloyds List Report 10
151.

Grimberg:

P. 42 1.5, p.52 1.15.

Plaintiffs employed for unskilled work
outside only.

Minutes of meeting 18.6.1965 pp.168, 169. (sic)

Schedule of duties pp. 170, 171.

P. 170 wrongly typed.

Ex. P. 1 Schedule

P. 89 1.13 20

Type of work Plaintiffs brought to do.

Conceded by Plaintiffs - unskilled work.

P. 26.

Judge found as a fact that it was unskilled
work.

P.145

P. 89 1.38

Plaintiffs understood that they had to do
unskilled work.

Also refused to go to City Hall to see Welfare Officer.

P. 90.

2nd Plaintiff was only one before the Court.

Smith: P. 26 - not cross-examined.

P. 119

Notice p. 127

C.A.V.

Sgd. S.S. Barakbah
14.9.1964

10

22nd February, 1965

Coram: Chief Justice, Malaya,
Chief Justice, Singapore,
Chief Justice, Borneo.

L.A.J. Smith for Appellants.

J. Grimberg for Respondents.

Judgment of Lord President read by
Chief Justice, Malaya.

20

Chief Justice, Singapore delivered his
judgment.

Chief Justice, Malaya, concurs with the
judgments.

ORDER: Appeal dismissed with costs.

Deposit to Respondent.

Sgd. S.S. Barakbah

In the Federal
Court of
Malaysia
holden at
Singapore
(Appellate
Jurisdiction)

No.14
Notes of
Argument
recorded by
Syed Sheh
Barakbah

14th September
1964
(Contd.)

In the Federal
Court of
Malaysia
holden at
Singapore
(Appellate
Jurisdiction)

No.15
JUDGMENTS OF THE FEDERAL COURT OF
MALAYSIA

JUDGMENT OF WEE CHONG JIN. CHIEF JUSTICE
SINGAPORE

No.15
Judgments
(1) Wee
Chong Jin
C.J.

22nd February
1965

The appellants were employees of the City Council of Singapore and were employed as daily rated unskilled labourers. They were both dismissed from the respondent's employment on the 27th May 1959. The letters of dismissal signed by the Deputy President of the City Council were in identical terms as follows:-

10

"You are hereby informed that it has been decided to terminate your service with immediate effect from the date of service of this notice, for misconduct, namely refusing to obey the instructions of a senior officer (i) to perform certain work on 23rd May 1957 and (ii) to go to the head office for an enquiry on the same day.

20

2. If you wish to appeal against this decision you must give notice to the Assistant Secretary (Establishments Committee) of your intention to do so within 7 days of receipt of this notice. Reasons for your appeal must also be given to him either orally or in writing within 14 days of the receipt of this notice. If you do not do this, then the Establishments Committee will not consider your appeal.

30

3. You may be permitted to appear before the Establishments Committee and be accompanied by an Advocate and Solicitor, or a member of your Union who is an employee of the Council or by a friend who is an employee of the Council. In that case you must inform the Assistant Secretary (Establishments Committee) at the time of giving or sending him the reasons for your appeal.

40

4. Please acknowledge receipt of this notice.

Sgd. Deputy President,
City Council."

They exercised their right of appeal and their appeals were heard by the Sub-Committee of the Establishments Committee on the 9th July 1957 who however dismissed the appeals.

They then commenced an action in the then High Court of the Colony of Singapore on the 4th December, 1957 claiming in the Writ of Summons for:-

"1. A Declaration.

10

(a) that the dismissal of the plaintiffs from the employment of the defendants were wrongful;

(b) that the plaintiffs are in the employ of the defendants.

2. Payment of salary due to the plaintiffs for the period from 27th day of May 1957 to date of judgment.

3. Damages for wrongful dismissal of the plaintiffs from the defendants' employ.

20

4. Such other relief as the Court may deem fit.

5. Costs."

30

The action eventually came up for hearing in July 1963 and on the first day of the trial the point was taken for the first time that an Enquiry held by Mr. Roper the Deputy Electrical Engineer on the 25th May 1957 as required by certain regulations formulated by the City Council governing the procedure to be followed before employees can be dismissed for misconduct was not conducted in accordance with the principles of natural justice thereby rendering the proceedings at the Enquiry a nullity so that the City Council had no power to dismiss the appellants except after compliance with the relevant regulations. In due course the Statement of Claim was with the leave of the Court amended to permit this point to be taken.

40

The trial judge found on the facts that the City Council were justified in dismissing the appellants and that although Mr. Roper in conducting

In the Federal Court of Malaysia holden at Singapore (Appellate Jurisdiction)

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—————
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the Enquiry was acting in a quasi-judicial capacity and in failing to record the statements of all the witnesses in the presence of the appellants and in supplying to the Deputy President information without the appellants' knowledge had not acted in accordance with the principles of natural justice, the proceedings before the Sub-Committee of the Establishments Committee had been so conducted as to cure the failure to comply with all the rules of natural justice at the Enquiry. In the result the appellants' action was dismissed.

10

Three points were raised before us. The first point was that the trial judge was wrong in law in holding that Mr. Roper's failure to comply with the rules of natural justice was cured by the proceedings before the Sub-Committee of the Establishments Committee. The second point was that the trial judge was wrong in law in holding the appellants were under an obligation to perform work which attracted a higher rate of pay whether it was within the capabilities of an ordinary labourer or not and whether other labourers had or had not done the work before. The third point was that the trial judge should have considered whether the appellants were justified in refusing to carry out the orders or not by reference to whether they could reasonably be considered to have known that they should comply with the directions given.

20

30

I propose to deal with the third point first. It was argued that the appellants did not know they were under a duty to obey the order of Ishak, a serang, to carry out certain work in connection with a boiler at the Pasir Panjang Power Station. The appellants had refused to obey this order on the ground that the work should be done by boiler cleaners and not by labourers, that is to say that the work should be done by employees who were on a higher scale of salary than the appellants. The trial judge found that the appellant Kuttappan Nair had done the work before and rejected his evidence to the contrary. The other appellant was not present throughout the trial. The trial judge also accepted the evidence of the Superintendent of this Power Station and Mr. Roper that other labourers had done the work before the 23rd May 1957. This point is therefore

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completely without any substance and in fact no attempt was made by Counsel for the appellant to present any argument before us except merely to refer to it as a ground of appeal.

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(Contd.)

10 On the second point the evidence of the appellant Kuttappan Nair was that he knew he could be asked to do any unskilled work. He had entered the respondent's employment on 2nd February 1956, following on an application to the Labour Department, as a daily rated labourer. He first worked in the Road Department of the City Council stacking stones and tarring the surface of roads. The trial judge found that the work which the appellants were instructed to do and which they refused to do was unskilled work well within the capabilities of any ordinary labourer and this finding is not disputed before us. The other appellant as I have already stated was not present throughout the trial and gave no evidence at all. While there was evidence that erectors may have also done this work in May 1957 and that boiler cleaners may have also done this work before May 1957 and while there is evidence that after May 1957 only boiler cleaners did this work so as to prevent trouble with the Union representing labourers employed by the City Council, this in my opinion is irrelevant. The appellants

20 were not under their terms of employment employed to do a specific kind or type of work. They were employed as labourers and the finding of the trial judge that the work they refused to do was unskilled work which labourers could do and which in fact had been done by some labourers previously and which in fact one of the appellants had done previously is in my view a conclusive answer to the second point raised by the appellants. There remains the first point. A set of rules or regulations relating to daily rated labourers was part of the evidence of the appellants (Exhibit P.2). It contained inter alia a section under the heading "Discipline" and the relevant regulations under this heading are as follows:-

30

40

50 "1. The maintenance of discipline is essential and since proof of misconduct or dereliction of duty will be required before an employee can be dismissed, it is necessary for departments to pay particular

In the Federal Court of Malaysia holden at Singapore (Appellate Jurisdiction)

No.15 Judgmentd (1) Wee Chong Jin C.J. 22nd February 1965 (Contd.)

attention to the question of disciplinary enquiries and the correct procedure to be adopted in disciplinary cases.

Broadly speaking, there are two types of cases which may call for action by departments:-

- A. Misconduct which warrants a warning such as absence without permission, minor disobedience, late arrival, poor work.
- B. Misconduct which the Head of Department considers warrants dismissal or other disciplinary action such as wilful disobedience to specified orders, theft of property, serious insubordination.

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X X X X X X X X X X X X X X X X

3. Misconduct which the Head of Department considers merits dismissal.

- (a) Suspension with a view to dismissal and dismissal must be authorised by the President or Deputy President.
- (b) When the conduct of an employee is being considered with a view to his dismissal or punishment, the following procedure must be followed:-
 - (i) The Head of Department should first send a memo. to or speak to the President or the Deputy President outlining the case as it is then known to him. In the case of gross misconduct, this should be done immediately. If the President or Deputy President considers that the employee should be suspended pending an enquiry, he will authorise it.
 - (ii) The Head of Department will then hold or cause to be held an enquiry at which a Welfare Officer must be present. There should be no delay in the holding and completing of this enquiry and the record should

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be available for consideration by the President or Deputy President within two or three days of the matter first being reported.

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(iii) It is not part of the Welfare Officer's duty to conduct the enquiry. The enquiry must be conducted by a responsible officer from the department concerned.

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C.J.
22nd February
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(Contd.)

(iv) The President or Deputy President will then consider the full record of the enquiry and may cause such further supplementary enquiries to be held as he may deem necessary.

20

(v) The President or Deputy President will then make his decision which will be conveyed to the Head of Department in writing and the Head of Department will cause the employee to be informed in writing.

30

(vi) If the decision is to dismiss the employee, a formal letter of dismissal will be signed by the President or Deputy President and conveyed to the employee by the Head of Department. At the same time the employee will be informed that if he wishes to appeal he may give notice to the Secretary of the Establishments Committee within seven days, and that if he gives such notice of appeal the substance of his appeal should be conveyed in writing within fourteen days.

40

(vii) If the employee wishes to appear before the Establishments Committee, then the Officer of his department concerned with the subject matter of the enquiry should also be present at the same time.

(viii) For the information of departments, a breach of any of the following might be held to be misconduct:-

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Court of
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holden at
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Jurisdiction)

(1) failure to obey all orders that
are lawful and within the scope
of the service undertaken."

X X X X X X X X

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Judgments
(1) Wee
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(Contd.)

It is clear on the evidence that the Respondents in dismissing the appellants purported to act under these regulations. It is conceded by Counsel for the Respondents that the trial judge was correct in his view that in conducting the enquiry Mr. Roper had not acted in accordance with the rules of natural justice. The question remains: was the trial judge right in his view that when the appellants exercised their right of appeal under the regulations the fact that at the appeal they were represented by Counsel and allowed to recall and cross-examined all the witnesses who made statements at the Enquiry had cured the failure to comply with the rules of natural justice at the Enquiry.

10

It is quite clear from these regulations and from the evidence that the decision of the Deputy President to dismiss the appellants was arrived at after considering the record of the Enquiry before Mr. Roper and the information supplied to him by Mr. Roper subsequent to the Enquiry. It is also quite clear that under these regulations the appeal by the appellants to the Establishments Committee was against the decision of the Deputy President.

20

There are no provisions in these regulations as to how such an appeal should be conducted nor are there any provisions as to how this appellate body should arrive at a decision on the appeal and how any decisions arrived at should be drawn up. Nor are there provisions in these regulations providing that an appeal of this nature can be heard by a Sub-Committee of the main Committee.

30

In fact the appeal was not heard by the main Committee but by a Sub-Committee of that Committee and it would appear that the proceedings were recorded in the form of Minutes (see pages 169 to 171 of the Record) and the decision of the Sub-Committee was recorded in the following terms:-

40

"After discussion, the Sub-Committee agrees

unanimously to recommend that the appeal of Mr. Kuttappan Nair and Mr. M. Vesudevan Pillai, Labourers Nos. 2294 and 2295 respectively, Pasir Panjang Power Station, Electricity Department, against the decision of the President, City Council, to dismiss them from the service with effect from 28.5.57 be disallowed."

In the Federal Court of Malaysia holden at Singapore (Appellate Jurisdiction)

10 In those circumstances I am of the view that the trial judge was wrong in his conclusion that the proceedings before the Sub-Committee had cured the defective proceedings before Mr. Roper.

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(1) Wee
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C.J.

20 It seems to me on principle that where a Quasi-judicial Tribunal has failed to observe the rules of natural justice, such failure cannot be cured by the fact that on an appeal, the appellate tribunal has so conducted its proceedings as to observe all the rules of natural justice. If authority is needed, it can be found in the case of Annamunthodo v. Oilfields Workers' Trade Union (1961) 3 A.E.R. 621. In that case the appellant was a member of the respondent Union and had been notified to appear before the General Council of the Union to answer four charges of offences against the rules of the Union. He attended and denied the charges. The hearing was then adjourned for one week but he failed to appear at the adjourned hearing.

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(Contd.)

30 The next day he was informed by the general secretary that he had been convicted on all four charges and that the general council had as a result seen fit to expel him. He thereupon appealed to the annual conference of delegates, as provided for under the rules, but they upheld his expulsion. He then sought relief in the courts. None of the four charges against him entitled the general council to expel him and in expelling him the general council invoked a rule, a breach of which he had not been charged with. This rule
40 created a separate and distinct offence but even if it did not it was held that it should not have been invoked without giving him notice of it and a fair opportunity of meeting it. It was also held that he had not lost his right to complain of this failure to observe the rules of natural justice by appeal to the annual conference of delegates. On this point Lord Denning who delivered the judgment of the

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(1) Wee
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(Contd.)

Board said at page 625:

"It was, therefore, quite proper for him to appeal to the annual conference before coming to the courts, even though he was not bound to do so. But, having appealed and failed, he does not by so doing forfeit his right to redress in the courts. If the original order was invalid, for want of observance of the rules of natural justice, he can still complain of it, notwithstanding his appeal".

10

Counsel for the respondents relied on the case of Andrea v. British Italian Trading Company Ltd. (1962) 1 Ll. L.R. 151 and contended that the decision of the Sub-Committee superseded that of the Deputy President and as it is not alleged that there was any failure on the part of the Sub-Committee to observe the rules of natural justice, the appellants cannot succeed on this point. In that case the English Court of Appeal held that it was clear under the Rules appended to the contract which was the subject matter of an arbitration, where there is an appeal from an award of arbitrators or an umpire to the Board of Appeal, the award of the Board of Appeal supersedes that of the arbitrators or umpire and is the only binding award. There was a section in the Arbitration Act 1950 (Section 23) enabling the High Court to set aside the award where an arbitrator or umpire has misconducted himself or the proceedings. The Court of Appeal held therefore that as the appellants had elected to appeal under the Rules to the Board of Appeal rather than to proceed under section 23 of the Arbitration Act, the consequence of their doing so under the Rules is that the award of the umpire was superseded by the award of the Board of Appeal, the tribunal of their own choice.

20

30

In the present case there were no Rules similar to those appended to the contract in Andrea's case and it is clear from the evidence that notwithstanding the decision of the Sub-Committee, the decision of the Deputy President summarily dismissing the appellants is the only existing decision.

40

I am accordingly of the opinion that the

appellants have been wrongfully dismissed under these Regulations. The matter does not end there however. They have chosen in bringing this action before the Courts to contest the issue whether they were entitled to refuse to perform certain work they were instructed to perform and whether such refusal entitled the Respondents to summarily dismiss them under their terms of employment. In their Further and Better Particulars the appellants pleaded that "it was an implied term of the Plaintiffs' employment that they could not be dismissed from service unless they committed misconduct or deliberately refused to carry out the lawful orders of their superiors which were confined to the type of work for which they were primarily engaged."

The trial judge has found on the evidence that they had wilfully refused to obey the lawful orders of their employers. He has also found that labourers, under which category the plaintiffs fall, were, under a document relied on by the appellants, obliged to do their work both inside and outside the power station. He has further found that the actual work which the appellants were called upon to do, the refusal to perform which resulted in their dismissal, was work which did not involve skill, was work well within the capabilities of an ordinary labourer and was work which the second appellant as well as other labourers had previously done. All these findings have not been challenged before us and indeed any such challenge would have been in my opinion entirely devoid of merit. On those findings the respondents in my opinion are entitled under the law of master and servant to dismiss the appellants summarily and this they did. The appellants have accordingly failed on this issue and it follows in my judgment that their appeal should be dismissed with costs.

Signed: WEE CHONG JIN
Chief Justice,
Singapore

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Court in
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(1) Wee
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In the Federal
Court of
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JUDGEMENT OF THOMSON, LORD PRESIDENT, MALAYSIA

I have had the benefit of reading the judgment of the Chief Justice of Singapore and I am in agreement with the result at which he has arrived. I have, however, arrived at that result by a somewhat different course of reasoning which I desire to state very briefly.

No.15
Judgments
(2) Thomson,
Lord President

22nd February
1965

I agree with His Lordship and with the trial Judge that on the evidence it is clear beyond any question that the plaintiffs who were employed by the City Council as labourers deliberately refused to do work which fell within the scope of their employment. In other words they refused to do what they had agreed to do. This was clearly a repudiation by them of their contract with the City Council. The fact that it was based on a view held in good faith but which the Court below and this Court have held to be wrong has nothing to do with the case. They could have taken the view of the Courts on the point but they decided to act on their own view and like other people who act on a mistaken view of the law they must take the consequences. Here the consequences are that in the circumstances the City Council were entitled, if they saw fit, to treat the contract as at an end. That is just what they did. In popular language they dismissed the plaintiffs.

10

20

I say "in popular language" for in cases of this nature a certain confusion of thought would be avoided if it were appreciated that in relation to contracts of employment the word "dismiss" may have any one of three entirely different meanings:

30

- (1) it may be applied to the action of an employer in putting an end to the contract of employment in accordance with its own terms as by giving notice;
- (2) it may be applied where the employer purports to put an end to the contract otherwise than in accordance with its provisions, in other words where the employer repudiates the contract;
- (3) it may be applied where, as here, the employee repudiates the contract and the employer exercises his right to treat the contract as being thereby at an end.

40

Before departing from the case I would, with great respect, observe that I really fail to see the relevance of the argument which was pressed upon us so strongly, but regarding which I express no opinion, that there was some sort of failure of what is called natural justice on the part of the City Council.

In the Federal
Court of
Malaysia
holden at
Singapore
(Appellate
Jurisdiction)

10 The original dispute between the plaintiffs (or rather their Trade Union) and the City Council was as to whether or not the work which the plaintiffs refused to do was unskilled work falling within the scope of their employment which they were not entitled to refuse or skilled work which was outside the scope of their employment and which they were entitled to refuse. It was not until more than five years after the commencement of the action, and indeed after the trial had actually begun, that the natural justice argument was imported into the case at all.

No.15
Judgments
(2) Thomson,
Lord President

22nd February
1965
(Contd.)

20 As I understand it that argument was based on the proposition that it was a condition of the plaintiffs' contract of employment that if the employee repudiated the contract then the employer should not be at liberty to accept that repudiation unless he conducted an inquiry into the circumstances in which it took place and that that inquiry should be conducted in accordance with the principles of so-called natural justice.

30 I can find nothing in the evidence, and neither presumably could counsel for the plaintiffs during the first five years of the action's life, to make out such a contract.

40 In any event, if the case had been the other way round, if the defendants had said it was a term of the contract that the plaintiffs should accept as conclusive the decision of a domestic tribunal as to whether or not they had repudiated the contract and if such a term had been made out, then, apart from any question of ouster of jurisdiction of the Courts, it would have been a good reply on the part of the plaintiffs to say: "Yes, but the inquiry was not conducted in accordance with the principles of natural justice. We are not bound to accept its result. We are entitled to have the question between us determined by the Courts."

In the Federal Court of Malaysia holden at Singapore (Appellate Jurisdiction)

No.15 Judgments (2) Thomson Lord President

22nd February 1965 (Contd.)

That was more or less what the plaintiff said in the case of Annamunthodo v. Oilfields Workers' Trade Union (1) where it was the defendants who were relying on their contractual rights to dismiss the plaintiff from membership of the Union.

It is not the case here. The defendants have at no time set up any contractual stipulation that the matter should be concluded by the decision of a domestic tribunal. They have relied on their ordinary contractual rights and have been content to have these rights determined by the Courts.

10

For the life of me I do not see that the plaintiffs are entitled to impute to them a defence they never attempted to put up and then to say that it is a bad defence and therefore they, the plaintiffs, are entitled to succeed in their action.

It is the plaintiffs who put an end to the contract and that should be the end of the matter.

20

I agree the appeal should be dismissed with costs.

(Signed) J. B. THOMSON
Lord President

FEDERAL COURT OF MALAYSIA

Singapore

22nd February, 1965

L.A.J. Smith Esq., for appellants.

J. Grimberg Esq. for respondents.

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(1) (1961) A.C. 945.

No.16
ORDER OF THE FEDERAL COURT

IN THE FEDERAL COURT OF MALAYSIA HOLDEN AT
SINGAPORE (APPELLATE JURISDICTION)

FEDERAL COURT CIVIL APPEAL No. 90 of 1963

In the Federal
Court of
Malaysia
holden at
Singapore
(Appellate
Jurisdiction)

BETWEEN:

1. M. VASUDEVAN PILLAI
2. M. KUTTAPPAN NAIR Appellants

- and -

THE CITY COUNCIL OF SINGAPORE Respondents

No.16
Order of
Federal Court
22nd February
1965

10 (IN THE MATTER OF SUIT No. 1487 of 1957 IN THE
HIGH COURT IN SINGAPORE)

BETWEEN:

1. M. VASUDEVAN PILLAI Plaintiffs
2. M. KUTTAPPAN NAIR

- and -

THE CITY COUNCIL OF SINGAPORE Defendants

CORAM: THOMSON, LORD PRESIDENT, MALAYSIA,
SYED SHEH BARAKBAH, CHIEF JUSTICE
MALAYA and
20 WEE CHONG JIN CHIEF JUSTICE SINGAPORE

In open Court
This 22nd day of February, 1965

O R D E R

THIS APPEAL coming on for hearing on the 14th
day of September 1964 in the presence of Mr. L.A.J.
Smith of Counsel for the Appellants and Mr. J.
Grimberg of Counsel for the Respondents AND UPON
READING the Record of Appeal herein AND UPON HEARING
30 Counsel for the Appellants and the Respondents as
aforesaid IT WAS ORDERED that this Appeal do stand
adjourned for Judgment and the same coming on for
Judgment this day in the presence of Counsel for

In the Federal
Court of
Malaysia
Holden at
Singapore
(Appellate
Jurisdiction)

No.16
Order of
Federal Court
22nd February
1965

(Contd.)

the Appellants and for the Respondents as
aforesaid IT IS ORDERED this Appeal be and is
hereby dismissed with costs to be taxed and
paid by the Appellants to the Respondents
AND IT IS ORDERED that the sum of \$500.00
(Dollars Five hundred only) paid by the
Appellants as security for costs of this appeal
be paid to the Respondents.

Given under my hand and the seal of the
Court this 22nd day of February, 1965

10

Signed: Raja Azian Sheh

CHIEF REGISTRAR
FEDERAL COURT MALAYSIA
KUALA LUMPUR

(L.S.)

No.17
ORDER GRANTING FINAL LEAVE TO
APPEAL TO HIS MAJESTY THE YANG
DI-PERTUAN AGONG

In the Federal
Court of
Malaysia
holden at
Singapore
(Appellate
Jurisdiction)

IN THE FEDERAL COURT OF MALAYSIA HOLDEN AT
SINGAPORE (APPELLATE JURISDICTION)

FEDERAL COURT CIVIL APPEAL No. 90 of 1963

BETWEEN:

10 1. M. VASUDEVAN PILLAI
2. M. KUTTAPPAN NAIR Appellants

and
THE CITY COUNCIL OF SINGAPORE Respondents

No.17
Order granting
final leave to
Appeal to His
Majesty the
Yang di-
Pertuan Agong
20th September
1965

(In the Matter of Suit No. 1487 of 1957 in the
High Court in Singapore at Singapore)

Between

1. M. VASUDEVAN PILLAI
2. M. KUTTAPPAN NAIR Plaintiffs

and
THE CITY COUNCIL OF SINGAPORE Defendants

CORAM: TAN AH TAH, ACTING CHIEF JUSTICE, HIGH COURT,
SINGAPORE.

M. BUTTROSE, JUDGE, HIGH COURT, SINGAPORE

and

20 F. A. CHUA, JUDGE, HIGH COURT, SINGAPORE

IN OPEN COURT

This 20th day of September
1965

O R D E R

30 UPON MOTION preferred unto Court this day by
Mr. L.A.J. Smith of Counsel for the Appellants
above named in the presence of Mr. Joseph Grimberg
of Counsel for the Respondents above named AND
UPON READING the Notice of Motion dated the 16th
day of September 1965 and the affidavit of K.
Suppiah affirmed and filed herein on the 30th
day of August 1965 together with the exhibit therein

In the Federal
Court of
Malaysia
holden at
Singapore
(Appellate
Jurisdiction)

No.17

Order granting
final leave to
Appeal to His
Majesty the
Yang di-
Pertuan Agong
20th September
1965
(Contd.)

referred to AND UPON HEARING Counsel as
aforesaid IT IS ORDERED that Final Leave be and
is hereby granted to the Appellants to appeal to
His Majesty the Yang di-Pertuan Agong against
the Order of this Court given on the 22nd day of
February 1965 dismissing the appeal against
the judgment of the trial Judge, the Honourable
Mr. Justice Tan Ah Tah dated the 22nd November,
1963, AND IT IS FURTHER ORDERED that the costs
of and incidental to this application be costs
in the cause.

10

GIVEN under my hand and the seal of the
Court this 20th day of September, 1965

(L.S.)

Sgd: T. S. SINNATHURAY

REGISTRAR
FEDERAL COURT MALAYSIA
KUALA LUMPUR

EXHIBIT "AB"

IN THE HIGH COURT OF THE STATE OF SINGAPORE
ISLAND OF SINGAPORE

Suit No. 1487 }
of 1957 }

Between

1. M. VASUDEVAN PILLAI
2. M. KUTTAPPAN NAIR Plaintiffs

-and-

10 THE CITY COUNCIL OF SINGAPORE
Defendants

AGREED BUNDLE OF DOCUMENTS

DAVID MARSHALL
ADVOCATES & SOLICITORS
SINGAPORE

PLAINTIFFS EXHIBITS

Plaintiffs
Exhibits

EXHIBIT "AB"

Exhibit "AB"

20 Extract from Minutes of Meeting with Electrical
Workers Union and Acting Power Station Superin-
tendent at Pasir Panjang Power Station -
18th June 1956.

Extract from
Minutes of
Meeting
between
Electrical
Workers Union
and Acting
Power Station
Superintendent

Present: M.M. Mustaffa - Sec. E.W.U.
O.S. Denham - Acting P.S.S.
B.A. Jefferson - Acting A.P.S.S.
G. Pillay - Interpreter

9. The Maintenance Engineers & Serangs were
called in and the allocation of duties to
labourers and erectors was discussed and the list
agreed upon. In general, the erectors would work
30 inside the Power Station building, labourers outside.

18th June
1956
Paragraph 9

Plaintiffs
Exhibits

Exhibit "AB"

Extract from
Minutes of
meeting
between
Electrical
Workers Union
and Acting
Power Station
Superintendent
18th June 1956
Paragraph 9
(Contd.)

Those paid as erectors would work inside the station. Discussion reference erectors labourers and boiler cleaners ensued. The Union objects to the use of boiler cleaners on boiler cleaning work because they allege these men did not know that they had been regraded to boiler cleaners. The final list of duties was explained to the Union as an attempt to meet the requirements of the men to know where they are going to work but at all times their requirements of service came first and the labourers, erectors and boiler cleaners would take their instructions from the Serangs and that although the present allocation of duties applied it may be necessary to change men around at intervals, and because a man worked in one place for a long time it does not follow that he should not be moved.

10

Signed O.S. DENHAM.

Plaintiffs
Exhibits

Exhibit "AB"
Report of
inquiry held
25th May 1957
on Mr.
Vasudevan
Pillai and
Mr. Kuttappan
Nair
25th May 1957

Report of an inquiry held on Saturday,
25th May 1957 on Mr. M. Vasudevan Pillai,
Labourer Badge No. 2295 and Mr. Kuttappan
Nair Labourer Badge No. 2294

20

CONFIDENTIAL

Further to my memo to you dated 24th May, 1957, reporting misconduct of the above-named labourers employed at the Power Station, I have now to report that I conducted an inquiry into the incident on Saturday 25th May at the Power Station in the presence of Mr. J.L. Byrne, A.L.O. Also present at this inquiry were:-

30

Mr. J.M.M. Briggs - Ag. P.S.S.
Mr. M.D. Thornton - Ag. B.H. Maintenance
Engineer,
Mr. Tan - Police Security Officer.
Mr. Ishak - Serang,
Mr. Victor Emanuel - Clerk & Interpreter,
M. Vasudevan Pillai)
Kuttappan Nair) Labourers

Statements were taken from all the above-named persons and are forwarded to you herewith together with a copy of my memo of 24th May, for your scrutiny and instructions.

40

Signed: E. Roper Ag. D.E.E.

25th May 1957

STATEMENT OF J.M.M. BRIGGS
AG. POWER STATION SUPERINTENDENT (P.P.)

Plaintiffs
Exhibits

Exhibit "AB"

Statement of
J.M.M. Briggs
25th May 1957

On the morning of 23rd May at about 10.30 a.m. the Ag. Boiler House Maintenance Engineer Reported to me that M. Vasudevan Pillai (2295) and Kuttappan Nair (2294) had refused to carry out labouring duties in which they were instructed by both Ishak (Serang) and himself.

10 The men were brought to my office and in the presence of Ag. Boiler House Maintenance Engineer. I requested them to carry out the instructions given and they both refused. I reported the matter to Ag. D.E.E. who requested me to forward a report and have the men sent to the City Council Labour Officer immediately.

When transport became available at 1.30 p.m. they refused to go with the Peon.

20 The station Chief Clerk telephoned me at my house at 1.45 p.m. informing me of this. I proceeded to the Power Station and personally ordered the men to go with the Peon, to City Council Labour Office. They refused to do so because they said they wished to see their Union Representative who was not due to report for duty until 3.00 p.m. I advised them to carry out my instructions and told them that they could request to see their Union representative when they reached the Labour Office. They still refused to carry out my instructions. Following this I
30 called the Station Police Security Officer and explained the situation to him. I asked him to warn them that they should do as they were told otherwise they would have to leave the Station. He did so and still refusing they voluntarily walked out of the gate.

I reported the matter immediately to Mr. Harris, A.L.O. and later to Ag. D.E.E. Mr. Harris asked me to forward a report as soon as possible - this I did at about 3.00 p.m.

40 At approximately 12.00 noon on the 24th May I was informed by the Ag.D.E.E. that an inquiry was to be held into the conduct of the two men referred to above, arranged for 9.00 a.m. on 25th May. I was also

Plaintiffs
Exhibits

Exhibit "AB"

Statement of
J.M.M. Briggs
25th May 1957
(Contd.)

informed that they had been suspended from 12.00 noon on 23rd May. Notices of suspension were prepared and notices with copies of intention to conduct the enquiry were also prepared. These notices with a request that they sign the copy relating to the enquiry were served to the two men by Mr. V. Emmanuel in the presence of Inspector Tan - Police Security Officer, at approximately 3.00 p.m. 24th May. Both men refused to accept the notices or to sign the acknowledgment. Mr. Emmanuel returned the notices to me.

10

Signed: J.M.M. BRIGGS
Ag. Power Station Supt.

In the presence of

Ag. D.E.E.	-	Mr. E.F. Roper	
A.W.O.	-	Mr. J.L. Byrne	
Ag. P.S.S.	-	Mr. J.M.M. Briggs	
Ag. B.H.Maint. Engr.	-	Mr. M.D. Thornton	
P.S. Officer	-	Inspector Tan	20
S.C.C.E.W.U. (P.P.) representative	-	Mr. Mustaffa	
Serang	-	Ishak	

Interpreter Mr. Victor Emmanuel

Plaintiffs
Exhibits

Exhibit "AB"

Statement of
Mr. M.D.
Thornton
25th May 1957

25th May 1957

STATEMENT OF MR. M.D. THORNTON
AG. BOILER HOUSE MAINTENANCE ENGINEER

On 23rd May a.m. between 9.00 and 10.00 hours at the rear of No.4 Boiler I instructed Ishak, Serang to instruct M. Vasudevan Pillai, Badge No. 2295 and Kuttappan Nair, Badge No. 2294 to assist in washing the ducting and air heaters on No. 4 Boiler.

30

The Serang approached the two men and ordered them to carry out these duties as instructed. The Serang returned and notified me that the men refused to do this work. The men were then again instructed in my presence by the Serang, and they again refused to do this work.

40

As they seemed quite determined in their refusal I decided that the matter should be referred to the Ag. P.S.S. and informed him accordingly of the whole incident in the presence of both men in Ag. P.S.S. office.

Signed: M. D. THORNTON
AG. BOILER HOUSE MAINTENANCE
ENGINEER

Plaintiffs
Exhibits

Exhibit "AB"

Statement of
Mr. M.D.
Thornton
25th May 1957
(Contd.)

In the presence of:

10	Ag. D.E.E.	-	Mr. E. F. Roper
	A.W.O.	-	Mr. J.L. Byrne
	Ag. P.S.S.	-	Mr. J.H.M. Briggs
	Ag.BH. Maint. Engr.	-	Mr. M.D. Thornton
	P.S. Officer	-	Inspector Tan
	S.C.C.E.W.U. (P.P.)		
	representative	-	Mr. Mustafa
	Serang	-	Ishak

Interpreter Mr. Victor Emmanuel

25th May 1957

Plaintiffs
Exhibits

Exhibit "AB"

20

STATEMENT OF INSPECTOR TAN
POLICE SECURITY OFFICER

On 23rd May at about 1.50 p.m. I was in the Security Office when Ag. P.S.S. sent for me. I then went to the entrance of the Loading Bay and Ag. P.S.S. told me that two of his labourers refused to carry out his instructions. He then asked me to repeat the instructions to them in Malay. I then spoke to both of the men and told them they must report to the Labour Officer at the City Hall.

30

Statement
of Inspector
Tan
25th May 1957

They then said they wanted to see their Union representative before they go. I then informed Ag. P.S.S. about this who asked me to inform them that they could request for their Union representative at the Labour Office, City Council. I then informed them accordingly in Malay and they still refused to go. I then told them that it is very serious for them not to carry out the instructions of Ag. P.S.S. and they replied "Never mind" I then went to the Security Office with Ag. P.S.S. and both men followed us out of the gate.

40

Plaintiffs
Exhibits

Exhibit "AB"

Statement of
Inspector
Tan
25th May 1957
(Contd.)

On 24th May at about 2.45 p.m. Ag. P.S.S. sent for me and told me that notices would be served on the two men regarding the intended inquiry and also their suspension from work.

It was to be interpreted to them by Mr. Victor Emmanuel - Clerk Pasir Panjang Power Station in my presence.

They came to the Security Office at about 3.00 p.m. and the notices were handed to them and duly interpreted. They then refused to acknowledge receipt by signing on the copy of the notices. I then informed Ag. P.S.S. about it. I then asked them whether they were prepared to accept the notices without signing for them but they refused.

10

The notices were then returned to the Ag. P.S.S.

Signed: INSPECTOR TAN
P.S. Officer

In the presence of

20

Ag. D.E.E.	-	Mr. E.F. Roper
A.W.O.	-	Mr. J.L. Byrne
Ag. P.S.S.	-	Mr. J.M.M. Briggs
Ag. B.H.Maint. Engr.	-	Mr. M.D. Thornton
P.S. Officer	-	Inspector Tan
S.C.C.E.W.U. (P.P.)	-	Mr. Mustaffa
Representative		
Serang	-	Ishak

Interpreter Mr. Victor Emmanuel.

25th May, 1957

Plaintiffs
ExhibitsSTATEMENT OF ISHAK - Serang

Exhibit "AB"

On 23rd May at about 9.00 a.m. I received instructions from Mr. Thornton, Ag. Boiler House Maintenance Engineer to detail M. Vasudevan Pillai, Badge No. 2295 and Kuttappan Nair, Badge No. 2294 to wash the boiler ducting.

Statement of
Ishak -
Serang
25th May 1957

10 I passed this instruction and the men both told me that they had already refused to do this work and that they could not do it now.

At 11.00 a.m. I received instructions from Mr. Briggs, Ag. Power Station Superintendent telling him (sic) to send both these men to the City Officer at 1.00 p.m. in the Council van. I passed this instruction to the two men and both the two men refused saying that they would go if it was connected with work.

Signed: ISHAK
Serang

20 In the presence of

Ag. D.E.E.	-	Mr. E.F. Roper
A.W.O.	-	Mr. J.L. Byrne
Ag. P.S.S.	-	Mr. J.M.M. Briggs
Ag. B.H. Maint.		
Engr.	-	Mr. M.D. Thornton
P.S. Officer	-	Inspector Tan
S.C.C.E.W.U. (P.P.)		
representative	-	Mr. Mustaffa
Serang	-	Ishak

30 Interpreter Mr. Victor Emmanuel.

Plaintiffs
Exhibits

25th May 1957

Exhibit "AB"

STATEMENT OF V. EMMANUEL - CLERK
PASIR PANJANG POWER STATION

Statement of
V. Emmanuel
25th May 1957

On 24th May at 3.00 p.m. Ag. P.S.S. handed me two letters to hand over to M. Vasudevan Pillai (2295) and Kuttappan Nair (2294) at the Security Office in the presence of the Police Security Officer. I handed the letters to the men. They accepted them and asked me what it was all about. I read the letters and interpreted in Tamil. I then asked them for their signature on the copy of the notice of enquiry. They refused to sign and I took the letters back from them and returned them to Ag. P.S.S.

10

Signed: VICTOR EMMANUEL
Clerk P.P.P.S.

In the presence of

Ag. D.E.E.	-	Mr. E. F. Roper	
A.W.O.	-	Mr. J.L. Byrne	
Ag. P.S.S.	-	Mr. J.H.M. Briggs	20
Ag. B.H. Maint.			
Engr.	-	Mr. M.D. Thornton	
P.S. Officer	-	Inspector Tan	
S.C.C.E.W.U. (P.P.)			
representative	-	Mr. Mustaffa	
Serang	-	Ishak	

Intrepreter Mr. Victor Emmanuel.

Plaintiffs
Exhibits

25th May, 1957

Exhibit "AB"

STATEMENT of M. VASUDEVAN PILLAY
BADGE No. 2295 - LABOURER
PASIR PANJANG POWER STATION

Statement of
M. Vasudevan
Pillay
25th May 1957

On the 23rd May at 9.00 a.m. I was at Boiler No. 1 sweeping. While I was sweeping the Serang came up and told me that there WERE TWO RUBBISH BINS TO BE DISPOSED OF.

30

I turned round to look for the rubbish truck and just then Mr. Thornton told me to clean the boiler. I refused to obey the instructions.

Plaintiffs
Exhibits

Exhibit "AB"

Then he asked me to come to the Ag. P.S.S. office and I was instructed to carry out the work. I refused and told him that I was prepared to do any type of labouring work but not boiler cleaning.

Statement of
M. Vasudevan
Pillay
25th May 1957
(Contd.)

10 I returned to my working place and continued to do the job I was doing at first. At ten minutes to twelve the Serang came up to me and told me that I have to go to the City Office at 1.00 p.m.

It was meal time and after my meal I saw the Serang and he told me that the van will not be available at 1.00 p.m. but at 1.45 p.m. At 1.15 p.m. the Peon came to the Boiler House and told me that he was directed to take me to the City Office in the van. I asked him for what purpose and he told me that he did not know.

20

Then I refused to go with the Peon. At 2.00 p.m. the Serang came up and told me to wait at the Stores. Then Ag. P.S.S. approached both Kuttappan Nair and myself.

Then Ag. P.S.S. told me that the van was ready and that they were to go to City Office. I refused to go.

30 At the Power Station entrance the Ag. P.S.S. again instructed me to go to City Office in the van. I told Ag. P.S.S. that I would like to see the Union representative first before I go. Ag. P.S.S. told me that I could see him at City Office. Ag. P.S.S. persuaded me to go and repeated his instructions again and again but I still refused.

40 Afterwards Ag. P.S.S. and Inspector Tan took me to the Security Office and told me that if I did not go they would report the matter to the Police Station. I told Ag. P.S.S. that the wish was his if he wished to report me to the Police Station.

Plaintiffs
Exhibits

Exhibit "AB"

Statement of
M. Vasudevan
Pillay
25th May 1957
(Contd.)

When I told Ag. P.S.S. that I wanted to see the Union representative he told me that Mustaffa was sick and that I could not see him. I told Ag. P.S.S. that until I see the Union representative I will not be going to the City Office.

At 3.00 p.m. I went to the Mess, to drink tea. I could not see Mustaffa - I went to his house to look for him but could not find him.

On my return home in the bus I met Mustaffa and we returned to the Station. I informed Mustaffa of the whole matter. I stood outside the Security Office and after some time returned and told me to go home. 10

I went home.

On 24th May Mustaffa told me to come to the gate at 9.00 p.m.

I came and stood at the gate and Mustaffa went into the Power Station.

After some time Mustaffa returned and told me that I was to go to City Office. I went to City Office and saw A.L.O., Mr. Harris and told him of the whole matter. Mr. Harris asked me to return to the Power Station. 20

While I was waiting at the Security Office Mr. Emmanuel came up to me and handed me a letter. I opened the envelope there were two letters they were written in English and I could not understand so I asked Mr. Emmanuel to interpret in Tamil. Mr. Emmanuel told me that as from 23rd May at 12.00 Hours my work has been suspended. 30

Then he told me that I was to come to the Ag. P.S.S. Office on 25th May at 9.00 a.m. to attend an inquiry.

Then I came to the inquiry.

Signed: M.V. Pillai
Labourer Badge No. 2295

In the presence of

10 Ag. D.E.E. - Mr. E. F. Roper
 A.W.O. - Mr. J.L. Byrne
 Ag. P.S.S. - Mr. Briggs
 Ag. B.H.
 Maintenance Engr. - Mr. M.D. Thornton
 Police Security
 Officer - Inspector Tan
 S.C.C.E.W.U. (P.P.)
 Representative - Mr. Mustaffa
 Serang - Ishak

Plaintiffs
 Exhibits

Exhibit "AB"

Statement of
 M. Vasudevan
 Pillay
 25th May 1957
 (Contd.)

Interpreter Mr. Victor Emmanuel.

STATEMENT OF KUTTAPPAN NAIR, BADGE No.2294 -
 LABOURER, PASIR PANJANG POWER STATION

Plaintiffs
 Exhibits

Exhibit "AB"

20 I was at the Screen House on 23rd May at
 11.00 a.m. scraping the iron. Then Abbas Serang
 came and told me that Ishak Serang wanted to see
 me. Ishak Serang told me that Mr. Thornton had told
 him that I should clean the boiler ducting. I told
 Serang Ishak that Mr. Thornton had already spoken
 to me about this before and I told him the type of
 work was connected with more wages and upgrading. I
 refused to do the job and went away to do my old job.
 As I was scraping Mr. Thornton came up and told me
 that if I refused to do the ducting cleaning I would
 have to see the Ag. P.S.S. While at the Ag. P.S.S.
 Office I was again instructed to do the work. I told
 30 the Ag. P.S.S. that the type of work I had been
 asked to do was not connected with the work of a
 labourer and I again told him that it was connected
 with upgrading. Again Ag. P.S.S. asked me if I
 could do the work or not and I told him that I drew
 only \$4.15 and the job I had been asked to do
 carried a better wage.

Statement
 of Kuttappan
 Nair
 Undated

Then Ag. P.S.S. told me that I have to go
 to City Council Office at 1.00 p.m. in the
 presence of the Serang.

40 During meal time I asked the Serang if I
 should continue working and he told me to wait at
 the Store. At the Store I asked the Serang why I

Plaintiffs
Exhibits

Exhibit "AB"

Statement of
Kuttappan
Nair -
Undated
(Contd.)

was asked to go to City Office and he could not give me an answer. Then he told me that the van will be available at 1.45 p.m. to go to the City Office. Ag. P.S.S. then came to the Store at 2 p.m. He told me that the van had arrived and to go to City Office. I told Ag. P.S.S. I would go to City Office provided I saw the Union representative first, who would be coming to work at 3.00 p.m. Then I saw Ag. P.S.S. call for Inspector Tan. We were both taken to the Security Office. At the Security Office I was asked to get into the van, but I refused. Then Inspector Tan took the telephone to speak, I am not sure, but I think he spoke to the Police Station. At 3.30 p.m. I saw Mustaffa at the Security Office and told him the whole matter.

10

Mustaffa went into the Power Station and returned after some time and told me to go home, but to come back tomorrow morning.

Next morning at the Security Office, Mustaffa told me to go to the City Council Labour Office I went to City Office. I saw Mr. Harris and he instructed me to go to the Power Station on 25th May at 9.00 a.m. to attend a Court of Inquiry. I explained to Mr. Harris the whole matter.

20

At 3.00 p.m. 24th May I was handed a letter by Mr. Emmanuel. I opened the letter and could not understand its contents as it was written in English. I asked Mr. Emmanuel to interpret its contents in Tamil and he told me that as at 23rd May 12.00 hours I was suspended from coming to work. He also told me that I had to attend a Court of Inquiry on 25th May at 9.00 a.m. He asked me to sign to acknowledge receipt and I refused.

30

I have been asked to come today and I have come.

Signed: N. K. Nair
Labourer Badge No. 2294

In the presence of

Ag. D.E.E.	Mr. E.F. Roper
A.W.O.	Mr. J.L. Byrne
Ag. P.S.S.	Mr. J.M.M. Briggs
Ag. B.H.Maint. Engr.	Mr. M.D. Thornton
P.S. Officer	Inspector Tan
S.C.C.E.W.U. (P.P.)	Mr. Mustaffa
Serang	Ishak
Interpreter	Mr. Victor Emmanuel.

40

The Deputy President,
City Council,
City Hall,
Singapore, 6.

8A
27/5/57

To: Ag. D.E.E.

Plaintiffs
Exhibits

Exhibit "AB"

Memorandum
Deputy
President
City Council
of Singapore
to Ag. Deputy
Electrical
Engineer -
27th May 1957

Reference attached report (H. Vasudevan Pillai
and Kuttappan Nair) please confirm:

- (a) That this is unskilled work. Yes definitely
- (b) That the unskilled labour has done this work.
10 Yes.
- (c) Please say whether these two labourers have
ever done the particular work.

Kuttappan Nair has done this work once.

Vasudevan Pillai has not.

Signed: Illegible
Dy. President,
City Council,
Singapore

A.S.E.

- 20 Both these labourers should be dismissed
immediately for misconduct, namely (a) refusing the
instructions of a senior officer (i) to perform
certain work on 23rd May (ii) to go to Head Office
for an enquiry on the same day.

Signed: Illegible
Dy. President,
City Council,
Singapore

Plaintiffs
Exhibits

Exhibit "AB"

Memo Deputy
Electrical
Engineer to
Deputy
President
City Council
of Singapore
27th May 1957

From

CITY ELECTRICAL ENGINEER'S OFFICE,
CITY HALL,
SINGAPORE, 6.

27th May

To Deputy P.C.C.
Via: LP. & W.O.

CONFIDENTIAL

File /EFR/GB

M. VASUDEVAN PILLAI - Badge No. 2295 10
& KUTTAPPAN NAIR - Badge No. 2294
Labourers, Pasir Panjang Power Station

Further to my memo to you dated 24th May, 1957 reporting misconduct of the above-named labourers employed at the Power Station, I have now to report that I conducted an inquiry into the incident on Saturday 25th May at the Power Station in the presence of Mr. J.L. Byrne, A.L.O. Also present at this inquiry were:-

Mr. J.M.M. Briggs	-	Ag. P.S.S.	20
" M.D. Thornton	-	Ag. B.H. Maintenance Engineer	
" Tan	-	Police Security Officer	
" Ishak	-	Serang	
" Victor Emmanuel	-	Clerk & Interpreter	
M. Vasudevan Pallai	}	Labourers	
Kuttappan Nair			

Statements were taken from all the above-named persons and are forwarded to you herewith together with a copy of my memo of 24th May, for your scrutiny and instructions. 30

Signed: Illegible

Ag. D. E. E.

DEPUTY PRESIDENT,
CITY COUNCIL,
SINGAPORE

27th May, 1957

To: Mr. Kuttappan Nair,

Employment: Labourer No. 2294,
Pasir Panjang Power Station,
Electricity Department.

Plaintiffs
Exhibits

Exhibit "AB"

Notice of
termination of
service to
Kuttappan
Nair from
City Council
27th May 1957

10 You are hereby informed that it has been
decided to terminate your service with immediate
effect from the date of service of this notice, for
misconduct, namely refusing to obey the instructions
of a senior officer (i) to perform certain work on
23rd May, 1957 and (ii) to go to the head office for
an enquiry on the same day.

2. If you wish to appeal against this decision
you must give notice to the Assistant Secretary
(Establishments Committee) of your intention to do
so within 7 days of receipt of this notice. Reasons
20 for your appeal must also be given to him either
orally or in writing within 14 days of the receipt
of this notice. If you do not do this, then the
Establishments Committee will not consider your
appeal.

3. You may be permitted to appear before the
Establishments Committee and be accompanied by an
Advocate and Solicitor, or a member of your Union
who is an employee of the City Council or by a
friend who is an employee of the Council. In that
30 case you must inform the Assistant Secretary
(Establishments Committee) at the time of giving
or sending him the reasons for your appeal.

4. Please acknowledge receipt of this notice.

(Signed)

Deputy President

I acknowledge receipt of this notice which has
been explained to me.

(Sgd.) K.K. Nair

Signature (or thumb print)

28.5.57

(Sgd.) Ag. D.E.E.

40 Signature and status of officers giving
this notice, explaining its contents and
witnessing recipient's signature.

Plaintiffs
Exhibits

DEPUTY PRESIDENT, CITY COUNCIL, SINGAPORE

27th May, 1957

Exhibit "AB"

To: Mr. M. Vasudevan Pillai

Notice of
termination
of service
to M.

Vasudevan
Pallai from
City Council
27th May 1957

Employment: Labourer No. 2295
Pasir Panjang Power Station,
Electricity Department

You are hereby informed that it has been decided to terminate your service with immediate effect from the date of service of this notice, for misconduct, namely refusing to obey the instructions of a senior officer (i) to perform certain work on 23rd May 1957 and (ii) to go to the head office for an enquiry on the same day.

10

2. If you wish to appeal against this decision you must give notice to the Assistant Secretary (Establishments Committee) of your intention to do so within 7 days of receipt of this notice. Reasons for your appeal must also be given to him either orally or in writing within 14 days of the receipt of this notice. If you do not do this, then the Establishments Committee will not consider your appeal.

20

3. You may be permitted to appear before the Establishments Committee and be accompanied by an Advocate and Solicitor, or a member of your Union who is an employee of the Council or by a friend who is an employee of the Council. In that case you must inform the Assistant Secretary (Establishments Committee) at the time of giving or sending him the reasons for your appeal.

30

4. Please acknowledge receipt of this notice.

(Signed)

Deputy President, City Council.

I acknowledge receipt of this notice which has been explained to me.

Signed: M.V. Pillai

28.5.57

(Signed) Ag. D.E.E.

Signature and status of Officers giving this notice, explaining its contents and witnessing recipient's signature.

40

EXHIBIT "AB"

SINGAPORE CITY COUNCIL ELECTRICAL
WORKERS' UNION

76 Race Course Road,
Singapore,

29th May, 1957.

The Deputy President,
(Attention Mr. Middleton Smith)
City Council, City Hall,
Singapore.

10

Plaintiffs
Exhibits

Exhibit "AB"
Letter - Singapore
City Council
Electrical
Workers Union
to Deputy President
City Council
of Singapore
29th May 1957

Dear Sir,

Subject: M. Vasudevan Pillai - Badge
No. 2295 - Kuttappan Nair - Labourer
Badge No.2294

I have to inform you that the notices given to the above named two persons are not in order. The superior officer's instructions that the above named two persons should clean the boilers is not the work of the ordinary labourers who is in receipt of a salary of \$4.15 per day. The Acting Superintendent, Pasir Panjang Power Station has no right to insist the above named two workers to do a certain work which is not legitimate duty. All the workers legitimate work. The Assistant Labourer Officer Mr. Harris has no right to intervene in the misunderstanding between an employee and employer is against the agreement made between our Union and the Council since it is the work of the Welfare Officer and not the Assistant Labour Officer.

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30

If the Superintendent has instructed a certain worker to go and see the Asst. Labour Officer, the worker has every right in saying that he has to consult his Union. The trouble between the employee and the employer started some five months ago and this is not new. It is the duty of the departmental officer to appoint someone to carry out the work, which

Plaintiffs
Exhibits

Exhibit "AB"
Letter -
Singapore City
Council
Electrical
Workers Union
to Deputy
President City
Council of
Singapore
29th May 1957
(Continued)

is not the legitimate work of a labourer. If the departmental officer has failed in his duties to appoint someone for the job, there is no point in asking a Police Officer to send out the abovenamed two workers. Is the departmental officer is of the opinion that workers are thieves or a street dog? Our Union members from labourers to highly paid daily rated workers have never refused a work given either for an urgency or for an emergency and that they have always carried out the work. When there is a rule that labourers are not allowed to enter even in a Sub Station to do work inside, what is the point in asking these workers to do work in a big power station in a boiler or engines.

10

Up-to last year, labourers have not worked in the Pasir Panjang Power Station. When labourers were engaged this year this Union asked as to why labourers are engaged, for which the departmental officers have assured that these labourers would not be used inside the Power Station and that there are lot of work for labourers outside the Power Station.

20

This Union is of the opinion that the Asst. Labour Officer is responsible for going against the assurance given by the department. The Assistant Labour Officer is still ignorant of the fact as to which worker is to do which work in the Electricity Department and that he has no knowledge of the various work done by the different categories of workers. When such a difficulty is arising between the worker and the employer, the Asst. Labour Officer is always in the habit of not examining as to who is correct - whether the employer or the employee or if he is not able to come to a decision, even to consult the Trade Union Representative in the matter. From my experience, I feel that Mr. Harris, the Asst. Labour Officer is always of the opinion that workers are illiterate feels and that they could be told anything and everything according to his taste. From the way he had conducted the negotiations last year

30

40

the Gas Works strike happened and I have explained to you fully in the matter previously.

Plaintiffs
Exhibits

10 In the Electricity Department, Mr. Harris has come twice for negotiations and in both times trouble started. Mr. Harris, the Asst. Labour Officer is creating unnecessary troubles and informing you and Mr. Alcock about ourselves though we knew that yourself and Mr. Alcock knew fully about our Union. I wish to say that when there is the office of the Trade Union Adviser in Malaya, why in the Colony it has been closed, it should be understood that since as Trade Unionist wished to consult the Trade Union Adviser Mr. Harris and that is why there was no work and hence the office is closed. From the above it would be clear enough Mr. Harris has no ability to advise the trade
20 unionist.

Exhibit "AB"
Letter -
Singapore City
Council
Electrical
Workers Union
to Deputy
President City
Council of
Singapore
29th May 1957
(Continued)

30 You are fully aware of the fact that this Union had not come to you for unnecessary cases and where full justice is required and where the case is really to be taken up with you, we have come to you. We knew for certain that you have issued notices on the above named persons only due to the recommendations made by the departmental officers which is incorrect and that arrangements should be made to withdraw the notices given to them and an enquiry conducted. Only in the City Council such notices are issued on the basis of a statement without conducting proper enquiries which is not anywhere prevalent in any democratic organisation or country.

40 Finally, it is requested that there is no necessity for appealing against the decision in these cases, since we feel that you have been misguided by the departmental officers and that immediate arrangements may kindly be made to withdraw the notices and conduct enquiries in these cases. Since there is a Committee Meeting scheduled to be held on the 1st June, I would be most grateful for your immediate reply before that date.

Yours faithfully,
(K. Suppiah) President.

cc.City Electrical Engineer
cc.Labour Personnel & Welfare Officer.

Plaintiffs
Exhibits

CITY COUNCIL OF SINGAPORE

THE PRESIDENT DEPARTMENT,
CITY HALL,
SINGAPORE 6.

1st June 1957.

Exhibit "AB"
Letter President
of City Council
of Singapore
to President
City of
Singapore Electrical
Workers Union.
1st June 1957

The President,
Singapore City Council,
Electrical Workers Union,
76 Race Course Road,
Singapore.

10

Dear Sir,

M. Vasudevan Pillai - Badge No. 2295
Kuttappan Nair - Labourer Badge
No. 2294

I refer to your letter of 29th May 1957 on the above subject. From enquiries I have had made and from the contents of your own letter, I understand that these two men refused to carry out the instructions given by a superior officer. It is further understood that when the men were detailed to go to the Assistant Labour Officer and were provided with transport for the purpose, they refused to do this also. If these facts are correct there is no possible justifiable criticism of the City Council's action in dismissing the men.

20

The Assistant Labour Officer had every right to send for the men concerned, and his action in doing so was for the purpose of remonstrating with them and pointing out, that they must obey instructions. I cannot see that in this particular matter, (which was purely a disciplinary one) the Welfare Officer had any concern. If on the other hand, the workers wished the Welfare Officer to be present they ought to have gone to the Assistant Labour Officer and there make their request. As no formal enquiry was being conducted, at that time, which would have itself led to the employee's dismissal or punishment, the Welfare Officer's presence would have been unnecessary.

30

40

Your contention that the work these two men were detailed to do, was not work which came within the scope of ordinary labour is a separate issue altogether. I cannot, however, refrain from commenting that your statement that the two persons were asked to clean the boilers is untrue. My information is that they were asked to clean the boiler ducts, and that one of them has already done this work in the past.

10

Your comment in your third paragraph that labourers have not worked in the Pasir Panjang Power Station up to last year is untrue. Even had it been true I can see no reason why they should not perform any unskilled work, such as sweeping, fetching and carrying, or work of the nature of that which they refused to do on this occasion.

20

The personal attack on Mr. Harris is unworthy and it is worth noting that the departmental officers are in unanimity in this matter that the work in question is that which can be reasonably required of an unskilled labourer.

30

It is also important to note that an enquiry was held in the presence of a Trade Union Official and an Assistant Welfare Officer, and was properly conducted. The salient points which emerged proved that these two men on two occasions flagrantly disobeyed instructions making their continual employment in the City Council quite impracticable.

If, however, these men wish to appeal, this should be done in the proper way to the Establishments Sub-Committee.

Yours faithfully,

Signed (J.R. Rea)

President, City Council.

Plaintiffs
Exhibits

Exhibit "AB"
Letter President
of City Council
of Singapore
to President
City of
Singapore
Electrical
Workers Union.
1st June 1957
(Continued)

Plaintiffs
Exhibits

SINGAPORE CITY COUNCIL ELECTRICAL WORKERS'
UNION

Exhibit "AB"
Letter
Singapore
City Council
Electrical
Workers Union
to Singapore
City Council
Establishments
Committee
1st June 1957

76 Race Course Road,
Singapore.

1st June, 1957.

The Assistant Secretary Establishments
Committee, City Council, City Hall,
Singapore.

Dear Sir,

Subject: Kuttappan Nair - Labourer
No. 2294 M. Vasudevan Pillai
Labourer No. 2295

10

I have to inform you that the above named
two persons have brought to our notice that their
services have been terminated by the Deputy
President on the 28th May, 1957 and that in
their notices it has been stated that if they
wished to appeal against the decision of the
Deputy President, they can do so within one
week of the receipt of the notice.

20

They have now informed us of their desire
to appeal against the decision of the Deputy
President and to send this letter on their
behalf. I am now sending this letter on their
behalf.

In this connection I wish to state that
no reasons of their dismissal has been shown
in your notice and a full report concerning
their cases may be forwarded to this Union
immediately. As far as the above named is
concerned they have explained to us that the
work given to them is not done by ordinary
labourers and that these work has been done
by skilled workers and that is why they have
informed their superior officers that it is not
their work and that they have never refused to
obey the instructions.

30

When they have explained it is not
their duty the departmental officers should

have gone through the files as to the agreement made to this Union as to who should do the work. Instead they have suddenly forced them to go through the help of a Police Officer which is against principles. This has been overlooked by the Council.

10

Therefore, they are desirous of appealing against the decision of the Deputy President. This Union may kindly be informed the date and time of the Establishment Committee Meeting when the Union Representatives would attend along with the above named persons.

Yours faithfully,

Signed (K. Suppiah)
President

c.c. Deputy President, City Council.

Plaintiffs
Exhibits

Exhibit "AB"
Letter
Singapore
City Council
Electrical
Workers Union
to Singapore
City Council
Establishments
Committee
1st June 1957
(Continued)

Plaintiffs
Exhibits

SINGAPORE CITY COUNCIL ELECTRICAL WORKERS' UNION

76 Race Course Road,
Singapore.

Exhibit "AB"
Letter
Singapore
City Council
Electrical
Workers Union
to President
City Council of
Singapore
4th June 1957

4th June, 1957.

The President,
City Council,
City Hall,
Singapore.

Dear Sir,

Subject: M. Vasudevan Pillai - Badge
No. 2295
Kuttappen Nair - Badge No.2294

10

At a Committee Meeting of the City Council
Electrical Workers' Union held on the 1st June,
1957, your letter of 1st June, 1957 concerning
the above named was examined and investigated
at length and the Committee has unanimously
decided to address you as follows:

Your letter of 1st June 1957 in reply to our
letter of 29th May is not to the points raised
in our letter under reference. You have stated
that from enquiries made and from the contents
of our own letter that the above-named two men
refused to carry out the instructions. Is this
connection I wish to inform you that it is
presumed that you have not carefully gone
through our letter since I have clearly mentioned
that it is not the work of an ordinary labourer
who is drawing a salary of \$4.15 per day and that
it should also be understood that the superior
officer has failed to see whether it is the duty
of the above men. When the superior officer has
failed to give correct instructions to the
appropriate men, the men have every right to
refuse the same since it is not their work.
First of all, I wish to make it clear that you
should understand that there is no point in
insisting that whatever instructions given by
the superior officer viz., whether correct or
incorrect should be carried out by workers is
not democratic.

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Plaintiffs
Exhibits

Exhibit "AB"
Letter
Singapore
City Council
Electrical
Workers Union
to President
City Council
of Singapore
4th June 1957
(Continued)

10 You yourself has accepted in paragraph (3) that our contention that these two men who were detailed to do the work was not their work which came within the scope of an ordinary labour is separate issue altogether. This clearly indicates that the work which was detailed to do is not their work and it is to be done by men receiving a salary of \$5.20 per day. If you accept the fact that the instructions given by the superior officer, is wrong, then you would accept that the notices given to them is also wrong and that you would withdraw the same.

20 You state that you understand further that when these two men were detailed to go to the Asst. Labour Officer and were provided with transport they refused to do which is incorrect. The fact is that the above named two men had stated that they wished to see the Union Representative before proceeding to the City Hall to see the Assistant Labour Officer.

30 Your contention that the Asst. Labour Officers had every right to send for the men concerned is incorrect since it should be understood clearly that when there is a dispute between the employer and the employee, the Asst. Labour Officers had no right to remonstrate and that if you still contend that the Asst. Labour Officer has every right then I should say that the agreement made between the City Council and this Union and signed should be deemed as an ordinary paper without any value.

40 I have in my letter made clear that the Asst. Labour Officer has no capacity to pacify any worker and that you have mentioned that the personal attack on Mr. Harris is unworthy and it is worth noting. I wish to mention in this connection I have nothing against him personally and you can verify from him as to this. If you wish to conduct an open enquiry I could prove that he is incapable of pacifying any worker. I do not want to write a lengthy letter.

You yourself state in paragraph (3) that as far as the information received by you, that they were asked to clean the boiler ducts

Plaintiffs
Exhibits

Exhibit "AB"
Letter
Singapore
City Council
Electrical
Workers Union
to President
City Council
of Singapore
4th June 1957
(Continued)

received by you, that they were asked to clean the boiler ducts only and not the boilers, and that one of them had already done this work in the past. If you believe this information as correct, what is the necessity of refusing to do the work on that day only. If, as you say that the Asst. Labour Officers wished to remonstrate the workers, what has he done in this case, and why he could not call the undersigned and explain to me the relative case. The department has clearly accepted the fact that it is not the labourers job to clean the boiler or boiler duct. It is the duty of the boiler cleaner and not a labourer, to do this particular work. Since there is shortage of boiler cleaners in the Pasir Panjang Power Station, the Superintendent had taken undue advantage and asked these labourers to do the work. The Acting Deputy Electrical Engineer Mr. Roper, who was formerly the Superintendent, Pasir Panjang Power Station had accepted the fact that there is shortage of boiler cleaners in the Pasir Panjang Power Station in the presence of Mr. Harris Assistant Labour Officer, Mr. Nathan, Establishment Officer, Mr. Alcock, Labour Personnel & Welfare Officer at a meeting held on 28th May, 1957.

10

20

If the department could have appointed more boiler cleaners there would not have been this difficulty between the workers and the department. Your mentioning that these men were asked to clean the ducts only is most surprising because if the duct is not cleaned the boiler cannot be worked.

30

The Superintendent, Pasir Panjang Power Station have agreed in a meeting that it is not the duty of a labourer to clean the boiler ducts and it is only the duty of a boiler cleaner and that there is no point in your commenting that any unskilled work should be done by a labourer.

In paragraph (6) you mention that while an enquiry was held a Trade Union Official was present which is incorrect. On the contrary only a statement from the workers concerned was obtained in the presence of a Trade Union official in which the Trade Union official had not been given any time to give his opinion. When the statement was taken it was 12.30 and since it was a Saturday no time was given to the Trade Union Official.

40

I wish to mention further that you have not made any comment on the action of the departmental officers in calling the Police to send out the above named two workers. You may say that since he could not be pacified by many officers he was asked to be sent out by the Police which in fact is not a correct statement.

Plaintiffs
Exhibits

Exhibit "AB"
Letter
Singapore
City Council
Electrical
Workers Union
to President
City Council
of Singapore
4th June 1957
(Continued)

10 If you say that everything is correctly done by the departmental officers why an open enquiry should not be held in this case.

Your reply on the various points raised is now requested and to set out a date for enquiry without which I feel that you will be failing in your duties. I now request that you please convene an enquiry which will clearly prove that our Union is correct in saying that it is not the work of these two men to do the work given to them.

20 Your early reply is requested.

Yours faithfully,

(Sd) K. Suppiah

President

c.c. City Electrical Engineer
c.c. Labour Personnel & Welfare Officer
c.c. Asst. Secretary, Establishments Committee.

Plaintiffs
Exhibits

CITY COUNCIL OF SINGAPORE

THE PRESIDENT
CITY HALL,
SINGAPORE, 6.

Exhibit "AB"
Letter President
of City Council
of Singapore
to President
Singapore City
Council Electrical
Workers Union
6th June 1957

6th June, 1957

The President,
Singapore City Council
Electrical Workers Union,
No. 76 Race Course Road,
Singapore.

10

Dear Sir,

M. Vasudevan Pillai - Badge No. 2295
Kuttappan Nair - Badge No. 2294

Your further letter of 4th June 1957 on the above matter has been received. On re-reading my letter of 1st June 1957 it appears to me that the situation was quite clearly explained there and I can see no need for any further correspondence. It is quite clear from the examination of the statements made by the men concerned that they did refuse to obey instructions and the first sentence of your fourth paragraph is therefore at variance with the men's own admission. That they at the same time asked to see the Union Representative before proceeding is not material. The real point is that on two occasions these men had disobeyed instructions and had admitted doing so. 20

I thought that I had already answered the points in the fifth paragraph of your latest letter in the second paragraph of mine of the 1st of June 1957, but as you do not appear to accept this, I should be grateful if you would inform me the precise terms of the agreement alleged to have been made with your Union forbidding the Assistant Labour Officers to send for men and inform them what the likely consequences of their actions might be. 30

As to the rest of your letter, I am informed

that at the meeting quoted by you and held on 28th May 1957, you agreed that no skill is involved in cleaning boiler ducts. I am further informed that at that meeting when asked who the competent authority was to say whether the work was the work of a labourer or not, you replied that this was undoubtedly Mr. Roper, the Acting Deputy Electrical Engineer. Mr. Roper in turn informs me that the work is that which would ordinarily be expected of a labourer. Your Union would perhaps be wise to inform its members that flagrant disobedience of instructions will not be tolerated. While Council is prepared to hear reasonable representations on any matter, it does not appear that you have furnished any good reason why the cleaning of boiler ducts is beyond the capabilities of the ordinary labourer. I do not propose to hold another enquiry as I am quite satisfied that the grounds for dismissal were just, in that the men concerned did disobey instructions. I understand further that a separate letter has been sent to the Assistant Secretary (Establishment) asking for an appeal against dismissal and any further consideration will be given there.

Yours faithfully,

Signed (J.T. Rea)

President, City Council.

Plaintiffs
Exhibits

Exhibit "AB"
Letter President
of City Council
of Singapore
to President
Singapore City
Council
Electrical
Workers Union
6th June 1957
(Continued)

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Plaintiffs
Exhibits

CITY COUNCIL OF SINGAPORE

SECRETARY'S DEPARTMENT
CITY HALL

Exhibit "AB"
Letter City
Council of
Singapore to
President
Singapore
City Council
Electrical
Workers
Union
6th June 1957

No. Staff-12/57

SINGAPORE, 6

6th June, 1957

The President,
Singapore City Council
Electrical Workers Union,
76 Race Course,
Singapore.

10

Dear Sir,

re: Kuttappan Nair - Labourer No. 2294
and M. Vasudevan Pillai Labourer
No. 2295

With reference to your letter dated 1st June 1957 giving notice of the intention of the above ex-employees to appeal against the decision of the Deputy President to dismiss them from the service, I enclose herewith a copy of the notes of enquiry held on 25th May 1957 in this connection, 20 and would draw your attention to the Council's decision that such appeals will not be considered if the grounds of appeal are not submitted within 14 days of the date of service of the note of termination of service.

2. As regards paragraph 3 of your letter under reply, I have to point out that the reasons for their dismissal, viz. "for misconduct, namely refusing to obey the instructions of a senior officer (i) to perform certain work on 23rd May 1957 and (ii) to go to the head office for an enquiry on the same day, "was clearly stated in the notice of termination of service served on them. 30

3. In accordance with the following decision of the Council confirmed at Ordinary Meeting on 31.5.57.

"that when a Union takes up a case or acts on behalf of such employees, the Union when

giving notice of intention to appeal should at the same time submit a written statement signed by the employee concerned to the effect that he intends to appeal and wishes the Union to act on his behalf and that he agrees to accept any settlement reached with the Union as final and binding on him."

Plaintiffs
Exhibits

Exhibit "AB"
Letter City
Council of
Singapore to
President
Singapore
City Council
Electrical
Workers
Union
6th June 1957
(Continued)

10 Will you please submit a written statement signed by the above two persons to the effect that they intend to appeal and wish your Union to act on their behalf and that they agree to accept any settlement reached with your Union as final and binding on them.

Yours faithfully,

Sd. (Lim Chuan Kim)

f. Secretary,
City Council

Plaintiffs
Exhibits

SINGAPORE CITY COUNCIL ELECTRICAL WORKERS' UNION

76 Race Course Road,
Singapore.

Exhibit "AB"
Letter
Singapore
City Council
Electrical
Workers Union
to City
Council of
Singapore
7th June 1957

7th June 1957

The Secretary,
City Council,
City Hall,
Singapore.

Dear Sir,

Subject: Kuttappan Nair - Labourer
No. 2294 and M. Vasudevan Pillai
Labourer No. 2295

10

With reference to your letter No. Staff-12/57 dated the 6th June, 1957, concerning the above named employees, I wish to draw Your attention to paragraph 3 wherein you have mentioned the decision of the Ordinary Meeting held on 31.5.57. Since you have communicated only new the decision of the ordinary meeting I will forward in due course time the written statement of the above named employees as desired.

20

The grounds of appeal has been forwarded to you vide letter dated 4th June, 1957 addressed to the President and copy to you, which should be done within 14 days of the receipt of the notice.

Yours faithfully.

Sd. K. Suppiah
(President)

SINGAPORE CITY COUNCIL ELECTRICAL WORKERS'
UNION

Plaintiffs
Exhibits

76 Race Course Road,
Singapore,

7th June, 1957

The Ag. Deputy Electrical Engineer,
City Council City Hall,
Singapore.

Exhibit "AB"
Letter President
Singapore City
Council
Electrical
Workers Union
to Ag. Deputy
Electrical
Engineer
Singapore City
Council
7th June 1957

Dear Sir,

10 I have to inform you that the minutes of
the meeting held on 28th May, 1957, was handed
over to this Union on the 5th inst. at about
7.30 p.m. by Mr. Harris and asked the under-
signed at the meeting held on the 6th instant
about 2.30 p.m. whether I have read the
contents of the minutes of the meeting. Mr.
Harris, Asst. Labour Officer, should understand
that we are workers and that we should go for
work by 6.30 a.m. On going through the minutes
20 I understand that you have prepared the
minutes on seeing our letter dated 4th inst.
to the President, City Council which was
handed over to you at 9 a.m. on the 5th inst. to
submit the Establishments Committee that the
Council is correct in every respect. Since
in my letter dated 4th inst. to the President,
I have explained in detail that it is not the
work of the two men.

30 In the minutes it has not been written
according to what was discussed. You state
that the two men were asked to clean only the
boiler ducting. If it is correct, why those
men were asked to take the ashes. From where
the ashes could be collected? Is it inside
or outside? At the above meeting I have
asked you to state as to whether there are
vacancies of boiler cleaners in the Power
Station for which you have agreed that there
are two vacancies. This has not been mentioned
40 in the minutes. You always state in the

Plaintiffs
Exhibits

Exhibit "AB"
Letter President
Singapore City
Council
Electrical
Workers Union
to Ag. Deputy
Electrical
Engineer
Singapore City
Council
7th June 1957
(Continued)

minutes that it is the work of the labourers to clean outside the boiler. Nowhere it is possible to clean the boiler while there would be much heat and it is definitely the work of the boiler cleaners and not the labourers.

Your minute is not very clear. In the first part, you are referring to the local arrangements made in the Power Station in June 1956 wherein it was definitely agreed that no labourer would work inside and that only erectors would be employed inside. You state that a list of duties of labourers were agreed at the above meeting. Could you please let us know whether a copy of the list of such duties was handed over to the Union Representatives. When it was agreed that no labourer would be employed inside the Power Station, what is the fun in telling that a list of duties for labourers were drawn. You yourself state that labourers are to do unskilled duties and whatever unskilled duties are given they had to do.

10

20

There is no point in drawing a list of duties for labourers. I definitely say that this minute has been prepared for the sake of the Establishments Committee and that it was not in accordance with what we have spoken. I have clearly stated that these two men were not given labourers job and that the duties allocated to them was definitely the work of the boiler cleaners.

30

You state that since the duties allocated to them are of unskilled nature and that they are labourers they should obey the instructions of the superior officer. In my letter to the President of the 4th inst. I have made clear whether the superior officer's instructions are correct or incorrect whether the worker is to carry out. Since you point out in several places about the unskilled nature of work. I wish to clarify still further and deeply and given you an example:-

40

"For instance if an employer had a beautiful maid servant in his house,

and though she has to obey the instructions of her employer since he is paying her, but if she was asked to come to his bedroom for raping, is she to obey the instructions first and then report to the police or she can be charged by the employer that she has disobeyed his instructions".

Plaintiffs
Exhibits

Exhibit "AB"
Letter President
Singapore City
Council
Electrical
Workers Union
to Ag. Deputy
Electrical
Engineer
Singapore City
Council
7th June 1957
(Continued)

10 If you still say that whatever instructions the superior officers have given should be accepted and obeyed by the employee then I should say it is wrong. Only instructions of fair and reasonable nature should be accepted by the workers and that the workers have every right to refuse if it is not their work as per the example cited above.

In the minutes in page 5 under "Ag. D.E.E. said yes.....their work"

20 Immediately I refuted and said that even if labourers were interviewed at the time of engagement and asked whether you would do all the work in the Power Station they could have said yes, because they meant only labourers duties and not otherwise. This portion has not been mentioned in the minutes.

I am sure you will find from our reply that the minutes is not complete in itself and hope that you will now agree that the work allotted to these two men were not their work.

30 Yours faithfully,

(Sgd) K. Suppiah

President.

- c.c. President, City Council
- c.c. Assistant Secretary (Establishments)
- c.c. Labour Personnel & Welfare Officer.



Plaintiffs
Exhibits

SINGAPORE CITY COUNCIL ELECTRICAL WORKERS' UNION

76 Race Course Road,
Singapore.

Exhibit "AB"
Letter
President
Singapore City
Council
Electrical
Workers Union
to the Secretary
City Council of
Singapore
10th June 1957

10th June 1957

The Secretary,
City Council,
City Hall,
Singapore.

Dear Sir,

re: Kuttappan Nair - Labourer No.2294
and M. Vasudevan Pillai - Labourer
No. 2295

10

With reference to your letter No. Staff-12/57 dated the 6th inst. and in continuation of our letter dated the 7th June concerning the above named workers, I append below a written statement signed by the above two persons to the effect that they intend to appeal and wish our Union to act on their behalf as required in your letter cited above.

20

In this connection I wish to state that I have already informed you in my letter dated the 1st June of their intention to appeal against the decision of the Deputy President and I have also given the reasons and grounds of appeal vide my letter dated 4th June to the President, City Council and copy to you, 7th June, to the Ag. Deputy Electrical Engineer and copy to you, 10th June, to the President, City Council and copy to you. From all these, it would be clear enough that the Deputy President has given the notices without looking into the case properly and based on the recommendations of the Head of the Department.

30

Before the case comes up for the Establishments Committee, I should receive your letter informing the date of meeting before one

week. I should have clear one weeks time after receiving your letter. Hence please see that the letter is sent in time and allowing me one week.

Yours faithfully,

(K. Suppiah)

President.

ANNEXURE

10 We, the undersigned Kuttappan Nair, Badge No. 2294 and M. Vasudevan Pillai, Badge No. 2295 intend to appeal against the decision of the Deputy President and wish that our Union to act on our behalf either themselves or through a lawyer and that we agree to accept any settlement reached with our Union as final and binding on us.

(Kuttappan Nair)
Badge No. 2294

(M. Vasudevan Pillai)
Badge No. 2295

Plaintiffs
Exhibits

Exhibit "AB"
Letter
President
Singapore City
Council
Electrical
Workers Union
to the Secretary
City Council of
Singapore
10th June 1957
(Continued)

Plaintiffs
Exhibits

SINGAPORE CITY COUNCIL ELECTRICAL WORKERS' UNION

76 Race Course Road,
Singapore.

10th June 1957.

Exhibit "AB"
Letter President
Singapore City
Council
Electrical Workers
Union to
President City
Council
Singapore
10th June 1957

The President,
City Council,
City Hall,
Singapore.

Dear Sir,

Subject: M. Vasudevan Pillai -
Badge No. 2295 Kuttappan Nair -
Badge No. 2294

10

With reference to your letter No. 26802/6 dated 6th June 57 on the above subject, I have to inform you that in my letter of 4th inst. in reply to your letter of 1st inst. I have made clear to you that the instructions given by the superior officer is an incorrect instruction and that the above named have every right to refuse the same. The second thing is that they have not refused the instructions given to them asking them to go to the City Office since they said that they wished to see the Union Representative before they could proceed to the City Labour Office. In this connection your attention is invited to the statement of Mr. Briggs, Ag. P.S.S. wherein he has clearly mentioned that they wished to see the Union Representative before proceeding to the City Office.

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30

In paragraph (2) of your letter under reference you state that you have answered the points in the fifth paragraph of our latest letter in the second paragraph of yours of 1st June, 57 but you have not explained correctly and you wanted the precise words. You please refer to paragraph 5 under the heading Union Representation - vide letter No. 26801/6 dated 5th December 1956 signed by Mr.

40

Middleton Smith, Ag. President, City Council wherein he has mentioned "Mr. Harris was present on only one occasion and that owing to the non-availability of a Welfare Officer".

Plaintiffs
Exhibits

Exhibit "AB"
Letter President
Singapore City
Council
Electrical
Workers Union
to President
City Council
Singapore
10th June 1957
(Continued)

10 In this connection I further wish to clarify that the City Council is taking actions according to the whims and fancies of officers and no strict rule is regularly followed. When there was a definite principle that only Welfare Officers should attend to workers wither to remonstrate or to explain matters concerning the dispute, there is no point in your further arguing as to why the Asst. Labour Officer could not remonstrate. It is an agreed fact that in all bigger establishments, only the Welfare Officers should remonstrate there is no need to depute Mr. Harris, Asst. Labour Officer for this work. Is there not any Welfare Officers in the City Council. It would be very difficult to sign for each and everything an agreement.

20

You state in your paragraph (3) that I have agreed at the meeting held on 28th May, 57 that no skill is involved in cleaning boiler ducts. I am not like other officers who could detract from their statements but I am frankly accepting the fact that I did say that no skill is involved. Even though no skill is involved, yet it should be understood that each individual is given a certain work and that they should do their work according to what is to be done.

30

I wish to give you the following examples which will clearly prove that your statement is not based with any argument.

- 40 (1) "Even though the work is easier in the nightsoil section of carrying a nightsoil bin and dumping in the van, will all labourers agree to do this job. There also no skill is required. If any of the worker of other department is asked by this superior officer to carry a nightsoil bin will any worker agree to carry.
- (2) "Even though the work is easier than the work which a maid servant is doing in a house, if the employer

Plaintiffs
Exhibits

Exhibit "AB"
Letter President
Singapore City
Council
Electrical
Workers Union
to President
City Council
Singapore
10th June 1957
(Continued)

is asking his maid servant to go to his bedroom for raping, will the maid servant obey the instructions of the employer. Even if she is agreeable for raping, if the employer says that work which was done by her is not more difficult than the work which she was doing before and that no special pay is required whether the same is reasonable".

10

From all these, it would be clearly understood by you, that the City Council is trying to establish whatever work is given to their workers it should be carried out by a worker, whether it is his work or not and that the authorities are trying to bully these workers since they do not know anything.

From the Police reports as well as the statements obtained in lawyers offices, and after making sufficient enquiries, if the same is found incorrect, by the Court the individual concerned is discharged. Even if they are charged in a lower Court they have a right of appeal. In the Higher Court, the cases are even discharged that the lower court has erred. The City Council is acting only with the statements of the individuals concerned and no enquiry is being conducted. Even though there are several lawyers in the Council as City Councillors, yet they also overlook this important factor and the poor workers are victimised. This is a very sad fact which each City Councillor should look into this factor.

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30

If this is the work of an ordinary labourer, if the Council has not erred and if the Council had followed only the correct principles in asking these workers to do the cleaning of the boiler ducts, why an enquiry could not be held. From this, it would clearly prove, that the Council had utterly failed in their action by not allowing an enquiry.

40

I am dissatisfied with your replies and that if your Committee directs that all your letters and our replies should be publicised

in the Press. I would be compelled to put the same for the general information of the public.

Yours faithfully,
Signed (K. Suppiah)
President.

C.C. City Electrical Engineer,
c.c. Assistant Secretary (Establishments)
c.c. Labour Personnel & Welfare Officer.

Plaintiffs
Exhibits

Exhibit "AB"
Letter President
Singapore City
Council
Electrical
Workers Union
to President
City Council
Singapore
10th June 1957
(Continued)

10

CITY ELECTRICITY DEPARTMENT
CITY COUNCIL

Singapore, 6.

Ref: EFR/GTC

11th June 1957.

The President,
Singapore City Council,
Electrical Workers Union,
76 Race Course Road,
Singapore.

Letter Ag. Dy.
Electrical
Engineer to
President City
Council of
Singapore
Electrical
Workers Union
11th June 1957

Dear Sir,

20

K. Suppiah - Meeting of
the 28th May, 1957

I acknowledge receipt of your letter of the 7th June regarding the minutes of the above meeting. It is appreciated that you had little time to study these minutes before the next meeting was held on the 6th June and this is regretted.

30

As far as the accuracy of the minutes of the meeting of the 28th May are concerned, they are as far as I am aware a true record of what was said at the meeting. If any relevant item has been omitted, then I shall be pleased for you to bring this to my notice for inclusion in the minutes.

Plaintiffs
Exhibits

Exhibit "AB"
Letter Ag.Dy.
Electrical
Engineer to
President City
Council of
Singapore
Electrical
Workers Union
11th June 1957
(Continued)

I object strongly to your suggestions that these minutes were deliberately biased after having read your letter of the 4th June to the President of the City Council. This allegation is completely untrue and I must ask you to withdraw it.

Referring to the cleaning of the boiler ducting at Pasir Panjang Power Station I have to inform you that this ducting is cleaned on the inside by brushing and by washing with water jets. Most of the soots are sucked away through hoses by means of the central vacuum cleaning plant though some have to be removed by manual labourer.

10

I cannot understand your insistence that "Boiler-Cleaners" should be employed to clean this ducting and the outside of the boilers as well. The grades of "Boiler-Cleaner and "Lagger Boiler-Cleaner" were created for the specific job of cleaning the inside of the boilers where working conditions are onerous and where a certain degree of skill is necessary. Cleaning the outside of the boilers and the boiler ducting does not call for any skill whatever and working conditions are in nowise as unpleasant as those inside a boiler. In connection with your reference to the local arrangement made at the Power Station in June 1956, I quote minute (9) of the Power Station Superintendent, Ag. Assistant Power Station Superintendent and the Secretary Power Station Branch of the S.C.C.E.W.U. Also I enclose herewith a list of duties of erectors and labourers at the Power Station which was agreed at this time.

20

30

Minute 9.

"The Maintenance Engineers and Serangs were called in and the allocation of duties to labourers and erectors was discussed and the list agreed upon. In general, the erectors would work inside the Power Station building, labourers outside. Those paid as erectors would work inside the Station. Discussion reference erectors, labourers and boiler cleaners ensued. The Union objects to the use of boiler cleaners on boiler cleaning work because, they allege, these men did not know that they had been regraded to boiler cleaners. The final list of duties was explained to the Union as an attempt to meet the requirements

40

of the men to know where they are going to work, but at all times their requirements of the service came first and the labourers, erectors and boiler cleaners would take their instructions from the Serangs, and that although the present allocation of duties applied, it may be necessary to change men around at intervals, and because a man worked in one place for a long time it does not follow that he should not be moved."

10

Referring to the dismissal of the two men at the Power Station, these men were discharged from the service because they refused to obey a lawful instruction in connection with their work. Your analogy of the beautiful maid-servant is hardly appropriate as the instruction given by the lecherous householder was not quite entitled to refuse to go to his bed and to call in the police instead. I cannot agree that two dismissed labourers were asked to do anything that was not a labourer's work.

20

I cannot see anything wrong with the minute page 5 commencing "Ag. Deputy Electrical Engineer said yes definitely" and finishing with the words "their work". It is a straight forward statement of fact. If you wish I will said that (sic) even if the labourers were interviewed at the time of their engagement and promised to do any labourers work at the Power Station they promised because they meant labourers duties."

30

Yours faithfully,

Sd. E.F. Roper

Ag. Dy. Electrical Engineer

Plaintiffs
Exhibits

Exhibit "AB"
Letter Ag.Dy.
Electrical
Engineer to
President City
Council of
Singapore
Electrical
Workers Union
11th June 1957
(Continued)

Plaintiffs
Exhibits

SINGAPORE CITY COUNCIL ELECTRICAL WORKERS'
UNION

Exhibit "AB"
Letter President
Singapore City
Council
Electrical
Workers Union
to Ag.Dy.
Electrical
Engineer City
Council of
Singapore
12th June 1957

76 Race Course Road,
Singapore.

12th June, 1957

The Acting Deputy Electrical Engineer,
City Council City Hall,
Singapore.

Dear Sir,

I acknowledge receipt of your letter dated 10
11th June 1957 in reply to ours of 7th June and
to say that I was compelled to write that
these minutes were written after having read
over letter to the President, City Council
since there was sufficient room to presume
that for the meeting held on the 28th May,
your minutes were received by hand through Mr.
Harris, Asst. Labour Officer at 7.30 p.m. on
the 5th inst. Since you say that this allegation
is untrue, and since I believe you, I withdraw 20
the words that the minutes were deliberately
written after the letter of 4th June, to the
President of the City Council.

Whatever you have said at the meeting are
found in the minutes but whatever explanation
and reasons I have given with regard to the
fact that the individuals concerned have
refused to obey the instructions since it is
not their work. This is not found in the
minutes which may kindly be included in the 30
minutes.

At the above meeting you have agreed that
there are two vacancies of boiler cleaners
which fact you have not mentioned in the
minutes which may now be included minutes.
As agreed to by you in the last paragraph of
your letter under reference you may insert
the sentence "Mr. Suppiah ... duties.

Though you have forwarded a copy of list of duties of labourers and erectors, no definite duties has been mentioned in the list. At the meeting held on the 18th June, 1956, it has been clearly mentioned that labourers would work outside the erectors inside and there is no point in asking these two men to do work inside the Power Station.

10 You have stated that our analogy of the maidservant is incorrect for which I wish to say that the work given to these workers also is the same as per the work given to the maid servant. Both are illegal work. In this case labourers are not allowed to work inside the Power Station.

From this, it would be clearly observed that these two men are correct in refusing work.

20 In this connection I wish to draw your attention to paragraph (2) of our letter dated 29th May 1957 to the Deputy President and copy to you wherein we have clearly mentioned that our Union members from labourers to highly paid daily rated workers have ever refused a work given either for an urgency or an emergency and that they have always carried out the work. You seem to think that our workers have not carried out the work while instructed. This trouble is there in the Power Station since the last 5 months and nothing has been done by the departmental officers. A fresh copy of the minutes may kindly be forwarded to me.

30

Yours faithfully,

(K. Suppiah)

President

c.c. President City Council
c.c. Labour Personnel & Welfare Officer
c.c. Asst. Secretary Establishments.

Plaintiffs
Exhibits

Exhibit "AB"
Letter President
Singapore City
Council
Electrical
Workers Union
to Ag. Dy.
Electrical
Engineer City
Council of
Singapore
12th June 1957
(Continued)

Plaintiffs
Exhibits

CITY COUNCIL OF SINGAPORE

THE PRESIDENT DEPARTMENT,
CITY HALL,

SINGAPORE 6.

Exhibit "AB"
Letter President
City Council
of Singapore
to President
Singapore
City Council
Electrical
Workers Union
Undated

No. 26802/6

The President,
Singapore City Council
Electrical Workers Union,
76 Race Course Road,
Singapore.

10

Dear Sir,

M. Vasudevan Pillai - Badge No. 2295
Kuttappan Nair - Badge No. 2294

I have received your letter of 10th June 1957 and would suggest that this correspondence cease and that the matter of appeal of the above men be handled by the Establishments Committee.

There is no useful purpose to be served by either party reiterating statements which have already been made in earlier correspondence, nor making false analogies of the type at the top of page 2 of your letter. 20

In spite of any statement you made to the contrary, it is certain and admitted by the men concerned that they refused to obey working instructions given them and further refused to go to the City Office. No amount of argument can alter these two facts. It is no part of your Union's function to decide what work will be done by different categories of employees. The Union can however make representation, and while these will be listened to, and possibly in some cases agreed to, nevertheless the responsible officers and the Council are the only persons who can make the ultimate decision. In this particular case it has been decided that the cleaning of boiler ducts is quite properly the work of unskilled labour. 30

Yours faithfully,
Signed (J.T. Rea)
President City Council

40

Copy.

Plaintiffs
Exhibits

THE SECRETARY
CITY COUNCIL
CITY HALL

LCK/FL

SINGAPORE 6.

17th July, 1957

Exhibit "AB"
Letter Secretary
City Council of
Singapore to
David Marshall
17th July 1957

David Marshall Esq.,
c/o Battenberg & Talma,
8/10 Bank of China Building,
(1st Floor)
Battery Road,
Singapore, 1.

10

Dear Sir,

Appeal against dismissal of Mr.
Kuttappan Nair and Mr. M.
Vasudevan Pillai Labourers Nos.
2294 and 2295 respectively
Pasir Panjang Power Station
Your Ref: DM/159/57

20

With reference to your attendance at the
Meeting of the Establishments Sub-Committee held
on 9th July, 1957 I have to inform you that it
has been decided to disallow the appeal of Mr.
Kuttappan Nair and Mr. M. Vasudevan Pillai,
Labourers Nos. 2294 and 2295 respectively, Pasir
Panjang Power Station, Electricity Department,
against the decision of the President, City
Council, to dismiss them from the service with
effect from 28.5.57.

Yours faithfully,

30

Sd. Lim Chuan Kim.

f. Secretary, City Council.

c.c. E.E.
L.P.O.

Plaintiffs
Exhibits

18th July, 1957.

Exhibit "AB"
Letter David
Marshall to
Secretary
City Council
of Singapore
18th July 1957

The Secretary,
City Council,
City Hall,
Singapore, 6.

Dear Sir,

Dismissal of Mr. Kuttappan Nair and
Mr. M. Vasudevan Pillai, Labourers
Nos. 2294 and 2295 respectively,
Pasir Panjang Power Station

10

I have to acknowledge receipt of your letter
of the 17th July herein.

I am directed to inform you that my clients
have instructed me to institute proceedings
against the City Council for wrongful
dismissal.

I would appreciate it if you would indicate
the name of the Solicitors who are instructed
to accept service on your behalf.

Yours faithfully,

20

Sd. David Marshall.

c.c. Mr. Kuttappan Nair
Mr. M. Vasudevan Pillai

LCK/FL.

The Secretary,
City Council
City Hall,
Singapore, 6.

Plaintiffs
Exhibits

25th July, 1957.

Exhibit "AB"
Letter Secretary
City Council
of Singapore to
David Marshall
25th July 1957

10

David Marshall Esq.
c/o Messrs. Battenberg & Talma,
8/10 Bank of China Building,
(1st Floor),
Battery Road,
Singapore.

Dear Sir,

Dismissal of Mr. Kuttappan Nair and
Mr. M. Vasudevan Pillai, Labourers
Nos. 2294 and 2295 respectively,
Pasir Panjang Power Station

20

With reference to your letter dated 18th
July 1957 on the subject of proposed proceed-
ings against the City Council for wrongful
dismissal of the above ex-employees, I have
to inform you that Messrs. Drew & Napier have
been instructed to accept service on behalf
of the Council.

Yours faithfully,

Sd. T.M. Stevens
Secretary, City Council.

c.c. Messrs. Drew & Napier.

Plaintiffs
Exhibits

DREW & NAPIER

Singapore, 6th March, 1958

CENA/ST/291T.(A.640)

Exhibit "AB"
Letter Messrs.
Drew & Napier
to Messrs.
David Marshall
& Co.
6th March 1958

Messrs. David Marshall & Co.
Singapore.

Dear Sirs,

Suit No. 1487 of 1957
M. Vasudevan Pillai and Anor
vs.
The City Council

10

We should be obliged if you would let us have the following further and better particulars of the Statement of Claim.

Paragraph 1.

1. Who offered the Plaintiffs employment in accordance with the rules framed under the Municipal Ordinance and the various agreements arrived at from time to time between the City Council and the Electrical Workers Union.

2. What are 'the rules framed under the Municipal Ordinance' referred to in lines 3 & 4.

20

3. What are the dates of the various agreements arrived at from time to time between the City Council and the Electrical Workers Union. Were the agreements oral or written.

Paragraph 2.

1. Was it an express or implied term of the Plaintiffs employment (a) that the Plaintiffs were entitled to superannuation and retirement benefits;

30

(b) that the Plaintiffs could continue in the employment of the Defendants until the said employment was determined in accordance with the agreement aforesaid and in no other manner.

If express when and between whom and in what way was the term agreed.

If implied in what way was it implied.

Plaintiffs
Exhibits

Paragraph 5

1. Who ordered the Plaintiffs to work as boiler cleaners inside the Power House.
2. What kind of work had the Plaintiffs 'undertaken not to perform'.
3. When did the Plaintiffs undertake not to perform such kind of work. If it is alleged that there was an agreement between the Plaintiffs and the Defendants that the Plaintiffs should not be required to undertake such kind of work what was the date of such agreement, was it oral or in writing and who made the agreement on behalf of the Defendants.

Exhibit "AB"
Letter Messrs.
Drew & Napier
to Messrs.
David Marshall
& Co.
6th March 1958
(Continued)

10

Paragraph 6

What are the 'agreements hereinbefore referred to'. If this a reference to the alleged (sic) agreements between the Defendants and the Electrical Workers Union what were the implied terms of such agreements.

20

Paragraph 7

In which particulars agreements were the eventualities for determination set out, and what was the date of such agreements.

Yours faithfully,

Sd. Drew & Napier.

Plaintiffs
Exhibits

DREW & NAPIER

Singapore, 22nd May, 1961

JG/PAJ/3/61

Exhibit "AB"
Letter Messrs.
Drew & Napier
to Messrs.
Marshall &
Chung
22nd May 1961

Dear Sirs,

Suit No. 1487 of 1957
1. M. Vasudevan Pillai
2. M. Kuttappan Nair

v.

City Council of Singapore

We regret to state that particulars filed by you on the Plaintiffs behalf on the 15th May are inadequate. We are unable to file a defence on the strength of the particulars supplied, and should be obliged for the following Further and Better Particulars of the Statement of Claim.

10

Under Paragraph 1 -

Of the allegation that the Plaintiffs were employed in accordance with the rules framed under the Municipal Ordinance and the various agreements arrived at from time to time between the Defendants and the Electrical Workers Union, stating precisely upon what rules framed under the said Ordinance the Plaintiffs will rely and likewise specifying precisely which agreements arrived at between the Defendants and the said Union, stating the dates and terms thereof and whether the said agreements were written or oral.

20

Under Paragraph 7

Of the allegation that the Defendants were not entitled by the terms of their alleged agreements with the Plaintiffs to determine the Plaintiffs services save and except in one of the eventualities provided for by the said agreements, stating whether the said agreements were written or oral, if written stating the date and giving a description thereof; if oral, stating when, where and between whom made and the terms thereof.

30

Please let us have the aforesaid particulars within seven days, failing which we will have no alternative but to apply to the Court therefore.

Yours faithfully,
Sd. Drew & Napier.

Messrs. Marshall & Chung,
Singapore.

Plaintiffs
Exhibits

Exhibit "AB"
Letter Messrs.
Drew & Napier
to Messrs.
Marshall &
Chung
22nd May 1961
(Continued)

Plaintiffs
Exhibits

DREW & NAPIER

Singapore.

Ref: JG/PP/3/61

10th July, 1963

Exhibit "AB"
Letter Messrs.
Drew & Napier
to D. Marshall
10th July 1963

D. Marshall, Esq.,
Bank of China Building,
Singapore.

Dear Sir,

Suit No. 1487 of 1957
1. M. Vasudevan Pillai
2. M. Kuttappan Nair
v.
City Council

10

We refer to the Writer's several conversations with Mr. Murugaiyan recently.

There have been so many changes in the Plaintiffs' solicitors since the commencement of these proceedings that we are not sure which firm, if any, now has conduct of the matter of their behalf. The now defunct firm of Messrs. Marshall & Chung is, as you know, still on the record.

The fact remains that we are now holding, and have held for a considerable time, the sum of \$91.78 to the credit of the two Plaintiffs, in respect of unclaimed wages made up as follows:-

20

1st Plaintiff M. Vasudevan Pillai - \$45.99

2nd Plaintiff M. Kuttappan Nair - \$45.79

Will you kindly note this.

Will you also kindly confirm, as soon as possible, that you will be representing the Plaintiffs, and file a notice of change of solicitors.

30

Yours faithfully,

Sd. Drew & Napier.

PLAINTIFFS EXHIBITS

Plaintiffs
Exhibits

EXHIBIT "AB2"

Exhibit "AB2"

IN THE HIGH COURT IN SINGAPORE

Suit No. 1487 }
of 1957 }

B E T W E E N:

1. M. VASUDEVAN PILLAI
2. M. KUTTAPPAN NAIR Plaintiffs

- and -

THE CITY COUNCIL OF SINGAPORE
Defendants

SUPPLEMENTARY AGREED BUNDLE OF CORRESPONDENCE
AND DOCUMENTS

DREW & NAPIER
SINGAPORE

Plaintiffs
Exhibits

DAVID MARSHALL
c/o BATTENBERG & TALMA

Exhibit "AB2"
Letter David
Marshall to
Establishment
Committee
City Council
of Singapore
20th June 1957

8/10 Bank of China
Building,
1st Floor,
Battery Road,
Singapore, 1.

20th June, 1957.

The Secretary,
Establishments Committee,
City Council,
Singapore.

10

Dear Sir,

Appeal against Dismissal by
Kuttappan Nair and M. Vasudevan
Pillai

I have to inform you that I have been briefed
by the Singapore City Council Electrical Workers
Union to act for the appellants in their appeal
herein.

20

I trust I may have the permission of your
Committee to appear and argue the case on behalf
of my clients, and to have an opportunity to
question the persons who made the statements
incorporated in the Report of an Inquiry held
by Mr. E. Roper in this matter on the 28th May,
1957.

I would appreciate a telephone call as to
the probable date of the Appeal, so that I may
keep that date free.

30

Yours faithfully,

sd. DAVID MARSHALL

c.c. President,
Electrical Workers' Union.

SINGAPORE CITY COUNCIL ELECTRICAL WORKERS UNION

76 Race Course Road,
Singapore.

21st June 1957.

The Secretary,
Establishments Committee,
City Council,
Singapore.

Dear Sir,

10

Appeal against Dismissal by Kuttappan
Nair and M. Vasudevan Pillai

I have to inform you that with regard to the above case Mr. David Marshall would be appearing for the meeting. On behalf of this Union, the undersigned and the Power Station Branch Secretary Mr. M.M. Mustapha would also be attending the meeting.

20

Please let us have the date and time of the meeting so as to enable us to attend the meeting.

Yours faithfully,

sd. (K. Suppiah)
President

c.c. Mr. David Marshall

Plaintiffs
Exhibits

Exhibit "AB2"
Letter President
Singapore City
Council
Electrical
Workers Union
to Establish-
ment Committee
City Council of
Singapore
21st June 1957

Plaintiffs
Exhibits

LCK/TTE

27th June, 1957

Exhibit "AB2"
Letter City
Council of
Singapore to
David Marshall
27th June 1957

David Marshall Esq.,
c/o Messrs. Battenberg & Talma,
8/10 Bank of China Chambers,
Battery Road,
Singapore.

Dear Sir,

Appeal against dismissal by
Messrs. Kuttappan Nair and
M. Vasudevan Pillai

10

With reference to your letter dated 20th June 1957, I have to inform you that the appeal against the dismissal of Messrs. Kuttappan Nair and M. Vasudevan Pillai, Labourers Nos. 2294 and 2295 respectively, Electricity Department, will be considered by the Establishments Sub-Committee at its meeting on Tuesday 9th July, 1957, at about 3.30 p.m. in the Committee Room, 2nd Floor, City Hall.

Your request for permission to appear and argue the case on behalf of your clients and to have an opportunity to question the persons who made the statements incorporated in the Report of Inquiry held on 25th May 1957 will be placed before the Sub-Committee when it meets on that day.

20

Yours faithfully,

Sd. (Lim Chuan Kim)
f. Secretary - City Council.

c.c. President, Singapore City Council
Electrical Workers' Union.

30

DAVID MARSHALL
BATTENBERG & TALMA

Plaintiffs
Exhibits

8/10 Bank of China Building,
(1st Floor)
Battery Road,
Singapore, 1.

Exhibit "AB2"
Letter David
Marshall to
Establishments
Committee
City Council
of Singapore
3rd July 1957

DM/159/57

3rd July, 1957

10 The Secretary,
City Council Establishments,
Committee,
City Hall,
Singapore.

Att. Mr. Lim Chuan Kim

Dear Sir,

M/s. Kuttappan Nair & Vasudevan Pillai

Permit me to thank you for the information
contained in your letter of 27th June, 1957.

20 As I then informed you on the telephone,
I am engaged in Court on the 9th July in the
afternoon. I would be very grateful if it were
possible for arrangements to be made either for
this matter to be heard after 4.30 p.m. or else
postponed to next month. I understand that the
Establishments Committee sits for many hours,
and if these two cases could be deferred towards
the end of the list on the understanding that
I shall come as soon as released by the Court,
I would be much obliged.

30

Yours faithfully,

Sd.
f. DAVID MARSHALL

c.c. City Council Electrical Workers Union.

Plaintiffs
Exhibits

EXTRACT from Minutes of Meeting of the Sub-Committee of the Establishment Committee held on Tuesday, 9th July, 1957 at 2.30 p.m.

Exhibit "AB2"
Extract from
Minutes of
Meeting of
Sub-Committee
of the
Establishment
Committee
9th July 1957

Appeal against dismissal of Mr. Kuttappan Nair and Mr. M. Vasudevan Pillai, Labourers Nos. 2294 and 2295 respectively, Pasir Panjang Power Station

It is noted that Mr. Kuttappan Nair and Mr. M. Vasudevan Pillai, Labourers Nos. 2294 and 2295 respectively, Pasir Panjang Power Station, were given notices of instant dismissal by the Deputy President for "misconduct, namely refusing to obey the instructions of a senior officer (i) to perform certain work on 23rd May 1957 and (ii) to go to the Head Office for an enquiry on the same day", following an enquiry held on 25th May 1957 into an incident which took place at the Pasir Panjang Power Station on 23rd May 1957. The notices were served on them on 28th May, 1957.

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The Singapore City Council Electrical Workers Union has submitted an appeal on behalf of the above two labourers against their dismissal.

The following documents relating to this case are tabled:-

1. Report of Inquiry held on 25.5.57
2. Letter dated 29.5.57 from the President City Council Electrical Workers Union, to the Deputy President, City Council.
3. Letter dated 1.6.57 from the President, City Council, to the President, Singapore City Council Electrical Workers Union.
4. Letter dated 7.6.57 from the President, Singapore City Council Electrical Workers Union, to the Acting Deputy Electrical Engineer.

30

5. Letter dated 10.6.57 from the President, Singapore City Council Electrical Workers Union, to the President City Council.

Plaintiffs
Exhibits

Exhibit "AB2"
Extract from
Minutes of
Meeting of
Sub-Committee
of the
Establishment
Committee
9th July 1957
(Continued)

10 Mr. K. Suppiah (President, Singapore City Council Electrical Workers Union), Mr. David Marshall, the legal representative, and his assistant, Mr. J. Corera, Mr. E.F. Roper, Acting Deputy Electrical Engineer, Mr. J.M.M. Briggs, Acting Power Station Superintendent, Mr. M.D. Thornton, Acting Boiler House Maintenance Engineer, Mr. Tan (Police Security Officer), Mr. Ishak (Serang), M.V. Emmanuel, Clerk, Mr. D.B. Alcock (Labour Personnel Officer), Mr. K. Muthuvelloo (Assistant Welfare Officer) Mr. Kuttappan Nair and Mr. Vasudevan Pillai attended.

20 Mr. Marshall addresses the Committee and states that Mr. Kuttappan Nair, Labourer No. 2294 has been with the Council for 18 months and Mr. Vasudevan Pillai, Labourer No. 2295 for 5½ years and there has been no previous complaint against them. At the time of the accident there were 4 vacancies of Boiler Cleaners whose pay is \$5.40 per day each. These two men are loyal and decent workers and would not work to go against their Union directive which is not to do work which they are not paid for. Their refusal was not a wanton refusal to obey instructions but arose out of a misunderstanding. They have never before refused to obey orders, but in this case are being asked to do the work of two of the vacant posts of boiler cleaner. He points out that agreement has been reached between the City Council and the Union that the labourers only work outside the Pasir Panjang Power Station and not inside. Since the agreement was reached no labourers have worked inside the station.

30

40

(Mr. Jaganathan leaves).

In answer to questions put to him, Mr. Ishak Serang, states that he conveyed the instructions of Mr. Thornton to Messrs. Kuttappan Nair and Vasudevan Pillai to clean the ducting. He brought them up to the boiler where another labourer,

Plaintiffs
Exhibits

Exhibit "AB2"
Extract from
Minutes of
Meeting of
Sub-Committee
of the
Establishment
Committee
9th July 1957
(Continued)

Kamaruddin, was doing the same work. Greasers would not work on ducts as they have other work to do. The erectors were doing all the jobs before. The Boiler Cleaners are on a special grade. Previously three labourers, Mr. P.M. Nohoor, 2288, G. Marthiayan 2790, and Mr. Kuttappan Nair, 2294, have cleaned the ducts. Labourers K. Kunchuran, 2303, and A. Nanoo, 2208, were working with Kuttappan Nair for 3 days.

Mr. Roper explains the duties of a boiler cleaner and states that the work which the 2 labourers were asked to do does not involve their going into the boiler or boiler-ducts.

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After further explanation by Mr. Briggs of the actual work which the two labourers were asked to do Mr. Marshall Messrs. Suppiah, Roper, Briggs, Thornton, Alcock and other witnesses leave.

After discussion, the Sub-Committee agrees unanimously to recommend that the appeal of Mr. Kuttappan Nair and Mr. H. Vasudevan Pillai, Labourers Nos. 2294 and 2295 respectively, Pasir Panjang Power Station, Electricity Department, against the decision of the President, City Council, to dismiss them from the service with effect from 28.5.57 be disallowed.

20

EXTRACT from Minutes of the Proceedings of
the City Council of Singapore held on the
31.7.57

(Report No. 32)

Reported unanimous decision to disallow
the appeal of Mr. Kuttappan Nair and Mr. M.
Vasudevan Pillai, Labourers Nos. 2294 and
2295 respectively, Pasir Panjang Power
Station, Electricity Department, against the
decision of the President, City Council, to
dismiss them from the service with effect
from 28.5.57 (16.7.57)

Plaintiffs
Exhibits

Exhibit "AB2"
Extract from
Minutes of the
proceedings of
City Council
of Singapore
31st July 1957

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PLAINTIFFS EXHIBITS

EXHIBIT - P.2

—
Exhibit - P2

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Chapter II

Section I

Recruitment Engagement and Re-engagement

Section IV

Discipline

Section VIII

Superannuation Fund, Rules, Retirement
and Termination of Service.

10

SECTION IRECRUITMENT, ENGAGEMENT AND RE-ENGAGEMENTPlaintiffs
ExhibitsExhibit - P2
Section I
Recruitment
engagement
and re-
engagement
undated.1. RECRUITMENT

10 (a) All recruitment must be done through Establishments Officer (Labour), and departments should submit their requirements to Establishments Officer (Labour) as far in advance as possible. In order to avoid redundancy, the Establishments Officer (Labour) will endeavour where possible to fill vacancies by transfer of employees from other departments. It is therefore necessary for departments to keep the Establishments Officer (Labour) informed of possible redundancies and vacancies.

20 (b) Where it is not possible to fill vacancies by transfer from other departments, Establishments Officer (Labour) will arrange with the Government Employment Exchange for suitable labour to be made available.

(c) Departments must obtain the Deputy President's approval through the Establishments Officer (Labour) for recruiting new employees, whether for additional labour or for replacement purposes.

2. ENGAGEMENT

30 (a) Employees will be engaged by Heads of Departments, but Establishments Officer (Labour) may assist in selection if necessary.

(b) Candidates for employment must be medically examined (including X-ray) and, where necessary, screened for security purposes. No candidate who has reached the age of 50 years may be engaged.

40 (c) Employees must be numbered consecutively throughout each department. Identity discs will be issued by departments

Plaintiffs
Exhibits

Exhibit - P2
Section I
Recruitment
engagement
and re-
engagement
undated.
(Continued)

bearing "SCC", letters indicating the department, and the employee's number. An employee's number must not be changed except on transfer to another department.

- (d) All successful candidates will be engaged at the rates of pay appropriate to the particular work for which they are required to do.
- (e) When engaging employees departments must carefully consider whether their services are likely to be required for an indefinite period or whether they will be required for a specified job of work which will be of a temporary nature. 10
- (f) In the case of employees engaged for work of a temporary nature, a pink coloured card should be completed and a copy handed to the employee. This card will bear clearly marked on it the word "Temporary" and will have particulars of the employee and his photograph. (See Section VIII 3 regarding termination of service of Pink Card holders). 20
- (g) In the case of employees engaged for an indefinite period, a record card-file must be raised.
- (h) Record card-files in the form of a stiff back file cover will be issued for use of departments and in the inside of this file will be placed all correspondence concerning the particular employee. These files will be retained by departments.
- (i) On engagement, Form L-1 will be completed in duplicate, one copy to be sent to the Establishments Officer (Labour) and one to the City Auditor. 30

Re-engagement 3. RE-ENGAGEMENT

- (a) Dismissed employees must not be re-engaged except with the permission of the Council.
- (b) Retired employees who have been granted "gratuities" must not be re-engaged without the permission of the Council.

-----O.M. 31.3.50; Cir. 80/50; 0.43/38-----

- (c) Employees invalidated out of service on account of T.B. or other cause must not be taken back into the service except with the permission of the Council.
- (d) Employees who have over-stayed permitted absence without pay (see Section III, Part 1, 3) and who have thus broken their service, must not be re-engaged without the permission of the Council.
- (e) On re-engagement being permitted in a different department of the City Council, or on transfer to another department, all records relating to an employee in the previous department will be taken over by the department in which the employee is subsequently employed.

Plaintiffs
Exhibits

Exhibit - P2
Section I
Recruitment
engagement
and re-
engagement
undated.
(Continued)

10

Explanation:

20 For the purposes of these regulations generally, the term "Employee" means an employee of the City Council paid at daily-rates of wages out of Open Votes who falls within the definition of "labourer" in Section 2 of the Labour Ordinance, i.e.

30

"Every artificer, servant in husbandry, and every other person employed for the purpose of personally performing any manual labour or of recruiting or supervising persons for, or in the performance of, such labour, but does not include domestic servants."

Plaintiffs
Exhibits

CHAPTER II
SECTION IV

Exhibit - P2
Section IV
Discipline
Undated

SECTION IV

DISCIPLINE

1. The maintenance of discipline is essential and since proof of misconduct or dereliction of duty will be required before an employee can be dismissed, it is necessary for departments to pay particular attention to the question of disciplinary enquiries and the correct procedure to be adopted in disciplinary cases. 10

Broadly speaking, there are two types of cases which may call for action by departments:-

- A. Misconduct which warrants a warning such as absence without permission, minor disobedience, late arrival, poor work.
- B. Misconduct which the Head of Department considers warrants dismissal or other disciplinary action such as wilful disobedience to specified orders, theft of property, serious insubordination. 20
2. (a) In the case of misconduct such as that specified in A above, no formal enquiry need be held but a verbal warning should be given to the employee and a suitable letter written to him by a senior officer, explaining the nature of the misconduct and calling upon the employee to improve his conduct. An acknowledgment of the receipt of such a letter should be obtained from the employee on the departmental copy. 30
- (b) In the event of the employee continuing to commit any misconduct of this nature, the Head of Department should consider whether an official reprimand or dismissal is merited. If the Head of Department considers that the employee's conduct calls for such action, he should make a report to the President or Deputy President. 40

- (c) Departmental copies of warning letters should be filed in the employee's Service Card File. Where the employee has given an indication that notice has been taken of warning letters in a period of say, one year, a note to that effect should be made in the Service Card File.

Plaintiffs
Exhibits

Exhibit - P2
Section IV
Discipline
Undated
(Continued)

10 3. Misconduct which the Head of Department considers merits dismissal

----O.M. 31.10.52; Cir.219/52; 0.151/52----

- (a) Suspension with a view to dismissal and dismissal must be authorised by the President or Deputy President.
- (b) When the conduct of an employee is being considered with a view to his dismissal or punishment, the following procedure must be followed:-

20 (i) The Head of Department should first send a memo. to or speak to the President or the Deputy President outlining the case as it is then known to him. In the case of gross misconduct, this should be done immediately. If the President or Deputy President considers that the employee should be suspended pending an enquiry, he will authorise it.

30 (ii) The Head of Department will then hold or cause to be held an enquiry at which a Welfare Officer must be present. There should be no delay in the holding and completing of this enquiry and the record should be available for consideration by the President or Deputy President within two or three days of the matter first being reported

40

Plaintiffs
Exhibits

Exhibit - P2
Section IV
Discipline
Undated
(Continued)

- (iii) It is not part of the Welfare Officer's duty to conduct the enquiry. The enquiry must be conducted by a responsible officer from the department concerned.
- (iv) The President or Deputy President will then consider the full record of the enquiry and may cause such further supplementary enquiries to be held as he may deem necessary. 10
- (v) The President or Deputy President will then make his decision which will be conveyed to the Head of Department in writing and the Head of Department will cause the employee to be informed in writing.
- (vi) If the decision is to dismiss the employee, a formal letter of dismissal will be signed by the President or Deputy President and conveyed to the employee by the Head of Department. At the same time the employee will be informed that if he wishes to appeal he may give notice to the Secretary of the Establishments Committee within seven days, and that if he gives such notice of appeal the substance of his appeal should be conveyed in writing within fourteen days. 20 30
- (vii) If the employee wishes to appear before the Establishments Committee, then the officer of his department concerned with the subject matter of the enquiry should also be present at the same time. 40
- (viii) For the information of departments, a breach of any of the following might be held to be misconduct:-

- (1) failure to obey all orders that are lawful and within the scope of the service undertaken;
- (2) failure to exercise the skill which by engagement in a certain employment an employee warrants himself to possess and to exercise reasonable care in and about his service;
- (3) failure to serve his employer with good faith and to consult his employer's interests;
- (4) failure to account for and deliver up all property entrusted to him by his employer;
- (5) incapacitating himself from due and faithful service.

Plaintiffs
Exhibits

Exhibit - P2
Section IV
Discipline
Undated
(Continued)

10

4. SERVICE REGULATIONS

Discipline
Service
Regulations
Undated.

20

- (a) to (f) - O.M. 28.11.47; St. 264/23
- (g) - O.M. 31. 8.54; Cir.248/54;
- 0.113/33 -----

Breach of any of the following regulations will render an employee liable to disciplinary action:-

30

- (a) No Council employee shall approach a City Councillor on Council matters except in a proper way and through the proper channels. An employee should only approach the President through the Head of his Department. A Head of Department is bound to forward any appeal from his decision put forward by an employee.
- (b) (i) Council employees are forbidden to give to or to receive from their colleagues or from the public any personal benefits or presents or any token of value, other than the ordinary gifts of personal friends, at any time, even when proceeding on leave or on retirement.

40

Plaintiffs
Exhibits

Exhibit - P2
Section IV

Discipline
Service
Regulations
Undated
(Continued)

Any Council employee who commits a breach of this regulation will render himself liable to dismissal.

- (ii) Except as provided in subsection (c) and except from relatives or relatives by marriage, Council employees are forbidden to accept entertainment of any description offered in their honour.
- (iii) A Council employee may in exceptional cases be granted permission to attend a function given in his honour by his colleagues or by any other public body. Such permission should be obtained in advance from the President. 10
- (iv) Except with the written permission of the President, Council employees are forbidden to receive or subscribe to or organise or participate in any way in collections of money among themselves for any reason whatsoever. 20
- (v) This regulation applies not only to the Council employees themselves, but also to their wives and families, and employees will be held responsible for its observance by their wives and families.
- (c) (i) Indebtedness No Council employee shall, except with the consent in writing of the Council, sign promissory notes or acknowledgments of indebtedness in any form, either as principal or surety, except in favour of a registered Co-operative Society. Any Council employee joining after 28.11.47 who contravenes this regulation will be liable to dismissal. 30
- (ii) Any member of the Co-operative Society who incurs outside debts after being twice cleared of debt by the Society shall be liable to dismissal, provided that any defence which the person affected desires to put forward shall be considered. 40

(d) Private PropertyPlaintiffs
Exhibits

(i) Every Council employee owning or interested in any landed property within the Colony of Singapore shall forthwith forward to the City Assessor a list of such property, together with a statement of the nature of his interest therein.

Exhibit - P2
Section IVDiscipline
Service
Regulations
Undated
(Continued)

10 (ii) The City Assessor shall keep a register of all information given him under this regulation.

(e) Private Work. No Council employee shall, except with the consent in writing of the Council:-

(i) engage in any commercial pursuit or take part in the management of any commercial undertaking;

20 (ii) undertake work other than his Municipal work in business hours;

(iii) derive emolument from any business or service apart from his Municipal work;

(iv) engage in any pursuit, business or service, or make or continue any investment, which shall

(1) diminish his power or capacity for his Municipal duties;

30 (2) interfere or be inconsistent with his Municipal duties; or

(3) expose him to the imputation of deriving profit by virtue of his office.

(f) No Council employee shall accept any private work or arbitration of any description, unless it can be shown to the satisfaction of the Council that there is no one else available to perform the work.

Plaintiffs Exhibits

(g) Moneylending No Council employee shall, except with the consent in writing of the Council, lend money at interest whether on mortgage or otherwise. Any Council employee who contravenes this regulation will be liable to dismissal.

Exhibit - P2 Section IV

Discipline Service Regulations Undated (Continued)

5. CRIMINAL OFFENCES

(a) Where a criminal offence is thought to have been committed, Heads of Departments should report immediately to the President, who will take such further action as may in his opinion be necessary.

10

Criminal Offences

(b) (i) When an employee is convicted and is no longer able to perform his duties because of that conviction, he is considered as having left the service, and that if subsequently his service is again accepted it shall be on the basis of re-engagement, subject however to the exercise by the Council of discretion whether he shall be deemed to have broken his service or diminished it without break.

20

(ii) When an employee is convicted but is not prevented by such conviction from working, the Council will determine whether or not he should be allowed to continue in the Council's employment.

- (a) - O.M. 30.4.51; Cir.134/51;D.103/51-- 30
- (b) - O.M. 21.11.52;Cir.220/52;0.251/52
- O.M.30.11.50;E.237/50,0.30/54, 0.243/54; --- Cir.30/54,71/54

Dual Employment

Watchman.

(a) The offence of dual employment is regarded as being particularly serious in the case of a watchman. The proof required in cases where watchmen are to be dismissed on grounds of dual employment is as follows:

(i) confirmation from the other employer that the watchman was in employment with him;

Plaintiffs Exhibits

(ii) production of a certificate⁺ which should be signed or bearing the watchman's thumb print stating that the watchman has no other employment and that he knows that it is an offence to have another employment and that he has received a copy of the certificate which he is signing.

Exhibit - P2
Section IV
Discipline
Dual
Employment
Undated
(Continued)

10

(b) The watchman should be required to sign such certificate at quarterly intervals.

7. DEPARTMENTAL INSTRUCTIONS

Departmental Instructions
Undated

Departments may wish to have standing instructions for different categories of employees. For instance, in the Transport Centre, special instructions are drawn up for drivers. Any such special instructions should always be submitted to the Deputy President for consideration of the Council.

20

8. PROCEDURE ON DISMISSAL

Procedure on dismissal
Undated

(a) Where an employee is dismissed, an entry to that effect must be made on his record file. This is particularly important as it is not the Council's policy to re-engage employees who have been dismissed.

30

(b) An employee who is dismissed, like all other employees who leave the Council's service, is entitled to a certificate of service as in Form L-7 provided he has worked with the Council for a minimum period of six months. (See Section VIII 3 (a)).

+The certificate should be in the following form.

Plaintiffs
Exhibits

CERTIFICATE TO BE SIGNED BY WATCHMEN ON ENGAGEMENT
AND SUBSEQUENTLY IN JANUARY, APRIL, JULY, OCTOBER.

Exhibit - P2
Section IV

Discipline
Certificate
to be signed
by Watchmen
on engage-
ment etc.
Undated

I hereby declare that I am not employed to do any work by any employer other than the City Council. I know it is an offence under the City Council's rules to have another job while I am employed by the City Council. I know that I will be dismissed by the City Council if I have another job.

2. I have received a copy of this declaration, which has been interpreted to me.

10

Date:Signature or.....
Thumb print:

Signature ofName of Employee:.....
Interpreter:.....

Signature of Senior
officer of
Employing Dept.....

SECTION VIIISUPERANNUATION FUND RULES, RETIREMENT AND
TERMINATION OF SERVICEPlaintiffs
ExhibitsExhibit P2
Section VIIISuperannuation
Fund, Rules,
etc.
Undated1. SUPERANNUATION FUND RULES

Retirement payments will be paid in accordance with the Superannuation Fund Rules (1954) which are reproduced herein.

Superannuation Fund Rules (1954) for Subordinate Employees of the Singapore City Council.

10 -----O.M. 30.9.54; Cir.280/54; 0.254/53 ---

1. These Rules may be cited as "The Singapore City Council Superannuation Fund for Subordinate Employees Rules, 1954".

2. There shall be established for the purpose of these Rules a Fund to be called "The Superannuation Fund for Subordinate Employees (1954)" which shall consist of such contributions from the Municipal Fund as may from time to time be considered necessary by the City Council.

20 3. For the purpose of this Fund an employee shall include, firstly, all persons employed by the City Council whose remuneration is calculated at daily or hourly rates of pay secondly, all other persons employed by the City Council except those whose appointments entitle them to become members of the "Singapore Municipal Provident Fund, 1923" and except those whose appointments are temporary and whose terms of service are expressed in a written agreement unless such written agreement provides specifically that the employee is to be deemed

30 an employee for the purpose of this Fund.

4. Subject to the provisions of Rule 5, there shall be granted from time to time out of this Fund to an employee on his being retired from the service of the City Council a sum of money calculated in accordance with these Rules. There may also be transferred from this Fund sums in accordance with Rule 10.

Plaintiffs
Exhibits

Exhibit P2
Section VIII

Superannuation
Fund Rules
etc.
Undated
(Continued)

5. The full sum of money shall not be granted if the President certifies that the employee has not at all times discharged the duties of his employment with diligence and fidelity; an employee whose service is terminated by reason of his misconduct shall not be granted any sum of money.

6. An employee's yearly earnings shall be calculated as follows:-

- (a) In the case of an employee who has completed 20 years resident service and who has been receiving the same basic rate of pay for 2 years immediately preceding retirement, yearly earnings shall be the amounts earned by him at basic rates of pay during the 12 months preceding retirement. 10
- (b) In all other cases yearly earnings shall be one half the amount of money at basic rates of pay earned during the 24 months preceding retirement. 20
- (c) In the calculations made under paragraphs (a) and (b) above there shall be excluded:
- (i) any payment made in respect of overtime;
- (ii) any extra payment made in respect of work done on Public Holidays and days of rest.
- (d) In the case of any member of the Fire Brigade Division who is provided by the Council with rations as part of his remuneration, then one half of the cost to the Council of such rations during the 24 months resident service immediately preceding retirement shall be added to yearly earnings as calculated under paragraphs (a), (b) and (c) above. 30
- (e) Where the period of 24 months service preceding retirement includes a period of time when as a result of a general revision of basic rates of pay there have been two or more basic rates in 40

force, then the yearly earnings shall be calculated as though the latest rate of basic pay had been paid throughout the whole period of the 24 months.

Plaintiffs
Exhibits

Exhibit P2
Section VIII
Superannuation
Fund Rules
etc.
Undated
(Continued)

- 10 (f) For the purpose of this Rule resident service shall exclude any period of leave in excess of one month granted with half pay or any period of absence from work without pay permitted under regulations relating to leave or sickness or under Rule 7 (d) hereunder.
7. For the purpose of Rule 8 length of service shall be computed as follows:
- (a) Service shall be deemed to commence when a person is employed at adult rates of pay or when a person of 20 years of age is employed at apprenticeship rates of pay.
- (b) Service shall be continuous.
- 20 (c) Periods of leave on full pay granted under Leave Regulations and periods of absence on full pay granted under Regulations relating to sickness shall count as service.
- (d) For the purpose of this Rule an employee may be permitted to be absent from work without pay for a period of one month in respect of each completed year of resident service (but not exceeding 12 months at any one time) and such absence shall not constitute a break in service under para. (b) provided that any employee spending his leave outside Singapore and the Federation of Malaya may be granted an additional period not exceeding 30 days to suit steamship arrangements, and provided further that unless the employee has completed 20 years of resident service each absence from work without pay and any leave granted on half pay and any absence without pay permitted under Regulations relating to sickness shall not be counted as service.
- 30
- 40 (e) Any employee who is absent from work in

Plaintiffs
Exhibits

Exhibit P2
Section VIII

Superannuation
Fund Rules
etc.
Undated
(Continued)

excess of the period permitted under para. (d) of this Rule shall be deemed to have broken his continuous service, and he may be granted a sum of money to which he may then be eligible under these Rules.

(f) Service shall be considered as continuous (though diminished) when it has been interrupted by reason of reduction in the number of employees or alteration in the approved establishment of employees or other temporary suspension of employment not arising out of the employee's misconduct, voluntary resignation, or absence without leave. 10

(g) No employee who receives a sum of money in accordance with these Rules shall be re-employed except with the permission of the Council. Any employee who is subsequently re-employed with the permission of the Council shall for the purposes of this Rule or any other Rules or Regulations relating to terms and conditions of service be regarded as a new employee at the date of such re-employment. 20

8. When an employee's yearly earnings have been determined in accordance with Rule 6 and the number of completed years service determined in accordance with Rule 7, then the sum of money for which he is eligible shall subject to the provisions of Rule 12 be determined as a proportion of his yearly earnings as follows: 30

<u>Number of completed years service</u>	<u>Proportion of yearly earnings</u>	
10	one-half	
11	six-tenths	
12	seven-tenths	
13	eight-tenths	
14	nine-tenths	
15	the whole	
16	eleven-tenths	40
17	twelve-tenths	
18	thirteen-tenths	
19	fourteen-tenths	
20	one and two-thirds	
21	one and nine-twelfths	

<u>Number of completed years service</u>	<u>Proportion of yearly earnings</u>	Plaintiffs Exhibits
22	one and ten-twelfths	
23	one and eleven-twelfths	Exhibit P2
24	two (twice)	Section VIII
25	two and one-twelfth	Superannuation
26	two and two-twelfths	Fund Rules etc.

and thereafter the proportion of yearly earnings increasing at the rate of one-twelfth of the employee's yearly earnings for each completed year of service.

Undated
(Continued)

10

9. When an employee who has not completed 10 years service dies or the City Health Officer is satisfied that by reason of infirmity of mind or body such employee is incapable of discharging the duties of his employment, or in the event of his being retired by reason of reduction of employees there may be granted to such employee a sum of money calculated at the rate of one twenty-fourth of his yearly earnings for each completed year of service subject to a minimum payment of fifty dollars.

20

10. When an employee is transferred to an appointment entitling him to become a member of the Provident Fund, 1923 there shall be transferred to the credit of the donation account of such employee an amount equal to the sum of money calculated in accordance with Rule 8 if such employee has completed 10 years service, or an amount equal to the sum of money calculated in accordance with Rule 9 if such employee has not completed 10 years service.

30

11. In computing the sum of money to be granted to an employee there shall be taken into account all such employee's continuous service before the introduction of these Rules.

40

12. (1) If as the result of the coming into effect of any legislation concerning a Provident Fund in Singapore these Rules are cancelled, each employee shall be notified in writing of the sum of money to which he will become entitled under these Rules on his being retired from the service of the City Council.

Plaintiffs
Exhibits

(2) If these Rules are cancelled, there shall be paid to an employee on his being retired from the service of the City Council such sum of money as may be due to such an employee under these Rules at the date of cancellation.

Exhibit P2
Section VIII

Superannuation
Fund Rules
etc.
Undated
(Continued)

(3) For the purposes of this Rule, there shall be paid to an employee who has not completed 10 years service at the date of cancellation, a sum of money calculated in accordance with Rule 9 of these Rules on his being retired from the service of the City Council, provided he has completed 10 years of service at the date of retirement.

10

13. The Rules relating to the "Superannuation Fund for Subordinate Employees (1923)" published as Gazette No. 341 of 7th July, 1936, and the Rules relating to the "Singapore Municipal Labourers (Superannuation) Rules, 1938" published as Gazette No. 3081 of 28th October, 1938 are hereby cancelled. 20

Retirement
Payments -
procedure

2. RETIREMENT PAYMENTS - PROCEDURE.

- (a) (i) It should be noted that under the Rules an employee may retire and draw his retirement money after ten years service, but he may not be re-engaged except with the permission of the Council.
- (ii) It is essential that the calculation and payment of retirement money should not be unduly delayed, and departments will be expected to effect payment within one month of retirement. 30
- (iii) On receipt of notice of retirement from the employee, or notice of boarding out from the Health Officer, or notice of termination of service from any source, departments should complete Form L-5 and forward it, together with the employee's service Record File, to the Welfare Section who will send it to A.T. (Audit) and City Auditor for checking. The 40

form will be certified and payment made.

Plaintiffs
Exhibits

(b) Payment to Indian employees who wish to be repatriated

An Indian employee should be asked to state in writing immediately on retirement whether he wishes:

to be repatriated as soon as possible;

or

whether he wishes to remain in Singapore for some time.

10

If he wishes repatriation, he must be told that his money will be paid to him in India through the Commissioner for Labour, if payment cannot be effected before he leaves the country.

Exhibit P2
Section VIII
Superannuation
Fund Rules
etc.

Undated

Retirement
Payments -
procedure
(Continued)

(c) Payment in respect of Deceased Employees.

When a retirement payment has been approved to a retired employee, who dies before payment is actually made, any person claiming the retirement money should be directed to the Official Assignee when the retirement money is less than \$500, and to the Public Trustee when the retirement money exceeds \$500. Form L-6 should be completed and given to any claimant.

20

(d) Investigation of cases by the Welfare Section.

The Welfare Section will make recommendations regarding retirement payments or ex-gratia payments. In some cases it may not be considered advisable to pay the whole amount in a lump sum. In the case of local retirement of Indian employees, it may be desirable to retain a portion of the money in case such employee, after failing to establish himself locally, wishes to be repatriated to India.

30

(e) Continuity of Service

(i) For rules regarding breaking of service

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through absence, see Rule 7(d) of the Superannuation Fund Rules and Section III, Part 1, para. 3.

Exhibit P2
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- (ii) Cases of broken service during the Japanese occupation must be submitted to the Council for decision as to whether such service should be treated as diminishing or breaking service. Service on enforced labour in Siam or elsewhere or for the Municipality during the Japanese occupation will count as service for gratuity purposes.

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10

Retirement
Payments -
procedure
(Continued)

-----O.M. 25.6.48; O.104/46 ----

- (iii) It has been arranged with the Singapore Government to adopt the principle of aggregation of unbroken service of employees under Government and City Council for gratuity purposes, and to apportion the resultant payment of gratuity on the basis of the number of months service under each administration; provided that in cases where the calculation of gratuities is based on the number of completed years of service and where the whole proportion of service in one administration adds nothing to the gratuity, that administration should not be required to make any payment.

20

30

----O.M. 27.2.48; E.7/47 ----

- (iv) The date of certification of boarding out by the Medical Officer i/c Staff as being unfit for further service determines the end of the employee's service for purposes of calculating his retirement payment.

Termination of
Service and
Retirement

3. TERMINATION OF SERVICE & RETIREMENT

40

- (a) All employees who have worked with the City Council for a minimum period of six months shall be given a Certificate of Service as in Form I-7 on termination of their services.

(b) Employees whose services have to be terminated on account of redundancy should be given a formal letter in the following form:

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10

"I regret to have to inform you that your services will have to be terminated with effect from as the work which you are now doing will no longer be required. Your name and address have been recorded and if a suitable vacancy occurs you will be informed. I should like to take this opportunity of thanking you for your past services with the Council."

Termination of
Service and
Retirement
Undated
(Continued)

(c) Temporary employees, i.e. pink card holders, should be given 3 months' notice of termination of their services.

20

(d) (i) Employees may retire either at their own request or on certification by the Medical Officer as being unfit for further service. In the case of an employee retiring at his own request, the date of retirement will be the date the employee ceases to work.

30

(ii) An employee, who is still working and who is certified to be too old or too debilitated to continue in the service, is to be boarded out of the service with a month's notice.

----O.M. 23.11.53; Cir.296/53;
0.214/53 ---

(iii) An employee who is on sick leave and who while on such sick leave is certified to be unfit for further service, be given all the sick leave for which he is eligible and be boarded out of the service at the end of the sick leave.

40

----O.M. 23.11.53; Cir.296/53;
0.214/53 ----

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(e) Employees who have been retired after long service should be given a formal letter by the Head of Department.

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(f) An employee who is awaiting repatriation and who is physically incapable of work and has been boarded out may be given a subsistence allowance of \$50.00 per month until his boat sails.

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----O.M. 31.5.55; 0.140/37 ----

Termination of
Service and
Retirement
Undated
(Continued)

APPENDIX "J"Plaintiffs
ExhibitsLABOUR LAWExhibit P2
Section VIIISuperannuation
Fund Rules
etc.

Appendix "J"

1. LABOUR LAW

10 The Labour Ordinance (Cap. 69) applies in respect of all persons who are "labourers", i.e. who perform manual labour. It would therefore apply in respect of all categories of Open Vote employees of the Council who do manual work. This Ordinance was enacted in 1923 and many of its main provisions were designed to deal with the problems which arose out of the large-scale immigration of labour from India and China which was then taking place, particularly for the rubber and tin industries in the Malay States. Much of the Ordinance is not applicable, for practical purposes, in Singapore today, but there are certain basic provisions which it is useful to know.

- 20 (i) Agreements: Every employee who is engaged is engaged on agreement. Agreements cannot be made for a period exceeding one month, and in the absence of proof to the contrary, are presumed to be for one month. Agreements cannot be terminated, except for misconduct, except on one month's notice, or one month's wage in lieu of notice.
- 30 If, therefore, it is desired to engage an employee on a period of trial during which, if found incapable of doing the work, or unsatisfactory in other respects, immediate termination would be necessary, care should be taken to record in writing in the presence of a witness that the employee was told that he would be engaged on a day-to-day basis or such other basis as may be desired.
- 40 (ii) Night Work: No female employee of any age and no male employee under the age of 18 years may be employed at night (Sec. 21).

Plaintiffs Exhibits	(iii)	<u>Maternity Allowance:</u> A female labourer is entitled to maternity allowance (Sec.29).	
Exhibit P2 Section VIII	(iv)	<u>Labour Returns:</u> Every employer must make labour returns to the Commissioner for Labour each quarter or at such intervals as may be required (Sec. 36).	
Superannuation Fund Rules etc.	(v)	<u>Labour Court:</u> The Commissioner for Labour may hear and decide disputes about non-payment of wages and other matters. These cases often are brought by employees of contractors.	10
Appendix "J" (Continued)	(vi)	<u>Truck:</u> Wages must be paid in legal tender.	
	(vii)	<u>Offences against Labourers:</u> It is an offence to obstruct a labourer in the performance of his agreement, to detain him after determination of his agreement, or to prevent him appearing before the Commissioner.	

(A new Labour Ordinance has been drafted but in view of the introduction of the new Colony constitution, may not receive consideration for some time).

20

Acquaintance with the provisions of the following Ordinances may prove useful, particularly those marked *

*Workmen's Compensation Ordinance (Cap.70).

*Machinery Ordinance (Cap. 206).

Children & Young Persons Ordinance
(Cap. - Ord. No. 18 of 1949)

Emergency (Strikes & Lock-outs)
Regulations, 1948.

30

Industrial Courts Ordinance (Cap. -
Ord. No. 4 of 1940).

Trade Unions Ordinance (Cap. - Ord. No. 3
of 1940).

APPENDIX "K"FORMAL AGREEMENT WITH UNIONS FEDERATION"AGREEMENT ON CERTAIN MATTERS AFFECTING THE
PAY AND CONDITIONS OF EMPLOYMENT OF DAILY-
RATED EMPLOYEES OF THE SINGAPORE CITY COUNCILPlaintiffs
ExhibitsExhibit P2
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etc.
Appendix "K"

1. (a) It is agreed that the normal working hours shall be 8 hours per day.
- 10 (b) The right of the Employer to fix starting and finishing times of work is recognised. Individual Unions will be given an opportunity to make representations to the Department when a change affecting more than a gang of employees is to be made.
- (c) There shall be a break of at least half-an-hour in the middle of the normal '8 hours of work', such break not to count as working hours.
- 20 (d) 'Day work' shall be work done between 6. 6.00 a.m. and 10.00 p.m. and 'night work' shall be work done between 10.00 p.m. and 6.00 a.m.
- (e) Gangs of employees may be employed for the normal hours of work on 'night work' exclusively for a period, such 'night work' to be paid for at the rate of time and one quarter.
- 30 (f) Where the place of work is different from the place of muster or dismissal from work, the time spent in going to or from the place of work and the place of muster or dismissal from work shall count as working hours.
- 40 (g) Piecework or taskwork may be adopted in certain cases, provided that the daily earnings at piece rates shall not be less than daily rates. Notice of change to piecework or taskwork shall be given.

- Plaintiffs
Exhibits

Exhibit P2
Section VIII
Superannuation
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etc.
Appendix "K"
(Continued)
2. The Singapore City Council agrees to pay with effect from 16th October, 1953 new rates of pay to its daily-rated employees, in general accordance with the principles of a 'rate for the job' and consolidation of certain allowances, advocated by Sir Edward Ritson in his report to the Singapore Government dated 12th June, 1953.
3. (a) The Labour Unions Federation has asked that Sunday shall be a weekly Day of Rest for all workers. The City Council agree to this in principle and will try to arrange that all workers get a day of rest on Sunday. 10
- (b) It is agreed that there shall be no pay for the weekly Day of Rest.
- (c) If work is done on the weekly Day of Rest, extra pay shall be at double time if the Employee has worked for each of the six days immediately preceding the weekly Day of Rest. Authorised leave or sick leave shall count as work for the purpose of this Rule. 20
- (d) Employees may refuse to work on the weekly Day of Rest.
4. It is agreed that:-
- (a) Each Employee shall be eligible for 12 Public Holidays with pay each year
- (b) Each Employee who has completed one year of service shall be eligible for a total of 6 days Annual Leave with pay in each year. 30
- The 6 days Annual Leave may be taken by any Employee who is eligible, as and when he wishes, provided prior permission of his Department is obtained. Such leave shall not be comulable from year to year.
5. Both parties to this agreement hereby agree that it is their mutual desire to maintain good relations with each other and that 40

they will consult jointly through a Joint Consultative Committee on any matter which may arise affecting the conditions of employment of Open Vote Employees."

Plaintiffs
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Members of the Finance &
General Purposes
Committee.

Representatives of
the Singapore City
Council Labour Unions
Federation.

Exhibit P2
Section VIII

Superannuation
Fund Rules
etc.

10 R. Middleton-Smith
A.P. Rajah
C.F. Smith
J.M. Jumabhoy
Chan Kum Chee
V.K. Nair
Yap Pheng Geck

Wee Kok Kwang
R. Rengasamy
H.B. Hassan
L. Pitchamuthu
S. Ebamparam
K. Karuppiah

Appendix "K"
(Continued)

Date: 18th August, 1954.

IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL No.35 of 1965

O N A P P E A L
FROM THE FEDERAL COURT OF MALAYSIA
HOLDEN AT SINGAPORE (APPELLATE JURISDICTION)

B E T W E E N:

M. VASUDEVAN PILLAI and
M. KUTTAPPAN NAIR Appellants

- and -

THE CITY COUNCIL OF
SINGAPORE Respondents

RECORD OF PROCEEDINGS

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