

No. 342. THE DEFENCE REGULATIONS, 1940 TO (No. 1) 1943.

ORDER MADE BY THE COMPETENT AUTHORITY UNDER REGULATION 61.

In exercise of the powers vested in me by virtue of my appointment by the Governor as the Competent Authority for the purposes of regulation 61 of the Defence Regulations, 1940 to (No. 1) 1943, I hereby order as follows :—

Gazettes:
Supplement
No. 3 :
24.9.1942
28.1.1943

1. This Order may be cited as the Defence (Control of Flax) Amendment (No. 2) Order, 1943, and shall be read as one with the Defence (Control of Flax) Orders, 1942 and 1943, (hereinafter referred to as " the principal Order ") and the principal Order and this Order may together be cited as the Defence (Control of Flax) Orders, 1942 to (No. 2) 1943.

2. The principal Order is hereby amended by the deletion therefrom of clause 3 and the substitution therefor of the following clause :—

" 3. Not later than six days after the last day of each month, commencing from the month of September, 1943, every person who has in his possession or under his control any flax in excess of 10 okes shall complete and deliver to me a return in the form set forth in the Schedule hereto in respect of the flax in his possession or under his control."

3. The principal Order is hereby amended by the deletion therefrom of the Schedule thereto and the substitution therefor of the following Schedule :—

" SCHEDULE.

The Defence (Control of Flax) Orders, 1942 to (No. 2) 1943—(Clause 3).

To the Controller of Supplies, Nicosia.

In compliance with clause 3 of the Defence (Control of Flax) Orders, 1942 to (No. 2) 1943, I/we.....(full name) of.....(full address) hereby make the following return in respect of my/our dealings in flax :—

1	2	3	4	5
Quantity in stock on the first day of the month.	Quantity acquired during period between first and last day of the month.	Total of columns (1) and (2).	Quantity disposed of up to the last day of the month.	Quantity in stock on the last day of the month.

Date..... (Signed).....

R. N. HENRY,
Controller of Supplies,
Competent Authority.

No. 343. THE DEFENCE REGULATIONS, 1940 TO (No. 1) 1943.

ORDER MADE BY THE COMPETENT AUTHORITY UNDER REGULATION 61.

In exercise of the powers vested in me by virtue of my appointment by the Governor as the Competent Authority for the purposes of regulation 61 of the Defence Regulations, 1940 to (No. 1) 1943, I hereby order as follows :—

1. This Order may be cited as the Defence (Control of Footwear and Shoemakers Licensing) Order, 1943.

2. In this Order—

" charge " includes—

- (i) any offer or agreement to charge ;
- (ii) any attempt to charge ;
- (iii) any arrangement to charge made either directly or indirectly.

" footwear " means shoes, boots and any other footwear of any kind.

" sell " includes—

- (i) any offer or agreement to sell ;
- (ii) any attempt to sell ;
- (iii) any arrangement to sell made either directly or indirectly.

" shoemaker " means any person who manufactures, makes or repairs, or employs other persons to manufacture, make or repair, footwear.

" sign " and " signature ", with reference to a person who is unable to write his name, includes the making of his mark.

3.—(1) From and after the 11th day of October, 1943, no person shall carry on the business of a shoemaker without a licence from the Commissioner of the District.

(2) Any licence issued under this clause may contain such terms, limitations and conditions as the Commissioner of the District may think fit to impose.

(3) The Commissioner of the District may at any time add to or alter the terms, limitations or conditions of any licence issued under this clause.

4. Any licence issued under clause 3 of this Order may be cancelled by the Commissioner of the District if the holder thereof is convicted by a Court for any contravention of this Order or of any term, limitation or condition contained in any licence issued to the holder under this Order:

Provided that :—

(a) any person aggrieved by the decision of the Commissioner may within ten days from the date thereof, appeal to the Governor in Council whose decision thereon shall be final and conclusive ;

(b) if the holder of the licence appeals to the Supreme Court against his conviction in respect of which the licence is cancelled and the conviction is set aside the licence shall be reinstated.

5.—(1) For the purpose of the better regulation and control of the sale and repair of footwear there shall be issued to such persons as I may direct numbered coupons showing the type of footwear or repair for which such coupons are valid.

(2) The coupons issued under the provisions of this clause shall be of such design and shall bear such numbers as I may from time to time prescribe.

6.—(1) From and after the date of the publication of this Order in the *Gazette*, no person shall, save under a special permit issued under my hand, sell or repair any footwear except on surrender to him of a valid and appropriate coupon issued under clause 5 of this Order.

Provided that repairs of footwear not specified in the Second Schedule hereto may be made without the surrender of coupons.

(2) Every permit issued under the provisions of sub-clause (1) of this clause may contain such terms, limitations and conditions as may be specified therein :

7. Every person to whom coupons are surrendered under the provisions of clause 6 of this Order in respect of imported footwear shall deliver such coupons to me at the end of every month, commencing with the month of September, 1943, with his signature duly endorsed on every such coupon.

8. No person to whom coupons have been issued under this Order shall transfer such coupons to any other person.

9. No person shall receive or use any coupons issued under this Order for the benefit of any person, including himself, other than the person in respect of whom such coupons have been issued.

10. No person shall receive any coupon issued under this Order without supplying the footwear, or making the repair of footwear, specified on such coupon.

11. From and after the date of the publication of this Order in the *Gazette*, no person shall sell any locally made footwear at a price in excess of the price specified in the First Schedule hereto in respect of such footwear.

12. From and after the date of the publication of this Order in the *Gazette*, no person shall charge for any repair of footwear set out in the Second Schedule hereto, a charge in excess of the charge set out in such Schedule in respect of such repair.

13. Every person selling shoes manufactured or made by him shall stamp or mark with ink such shoes :—

(a) with the size of the shoes as specified in the First Schedule hereto ;

(b)—(i) with the letter " A " if the shoes are made of Egyptian box or Egyptian glazed kid or suede or of any other upper leather of superior quality ;

(ii) with the letter " B " if the shoes are made of Indian chrome leather, Egyptian oil vachette, local box or local glazed kid.

14. Upon the sale of any footwear the seller shall supply the purchaser with a receipt bearing at the end thereof the signature of the seller and showing :—

(a) the name of the purchaser ;

(b) the date of the sale ;

(c) the class of the footwear ;

(d) the size of the footwear ;

(e) the number of the coupon against which the footwear was sold ;

(f) the price at which the sale was effected.

15.—(1) Every person who sells footwear shall keep on his premises a register in which he shall enter or cause to be entered, daily, in respect of every sale the following particulars :—

(a) the number of the coupon against which the sale was made ;

(b) the date of the sale ;

(c) the name and address of the purchaser ;

(d) the price at which the sale was effected ;

(e) the signature of the purchaser.

(2) Every person who has purchased footwear shall sign his name in the register kept as in sub-clause (1) of this clause provided.

16. Every person selling or repairing footwear shall display at a conspicuous place in his premises :—

- (a) a list of the maximum prices for the sale and repair of footwear as specified in the Schedules hereto, respectively ;
- (b) a sample of every upper leather in his possession or under his control with a label thereon showing in large and legible characters the letter " A " or " B " and the quality of the leather as specified in clause 13 (b) of this Order.

17. Every person shall permit such person as I may authorize in writing in that behalf to enter upon his premises or property for the purpose of ascertaining whether the provisions of this Order have been or are being complied with or for the purpose of checking the correctness or accuracy of any entry made in any register kept under the provisions of clause 15 of this Order.

18. The provisions of this Order shall be in addition to, and not in derogation of, the provisions of the Defence (Licensing of Certain Goods) Order, 1943 :

Provided that if any term or condition imposed under this Order is inconsistent with any term or condition imposed under the said Order, the term or condition imposed under this Order shall prevail.

19. Any person who—

- (a) acts in contravention of, or fails to comply with, any of the provisions of this Order ;
- (b) makes in any register kept under the provisions of clause 15 of this Order any entry which is false in any material particular ;
- (c) falsely marks or stamps any shoes under the provisions of clause 13 of this Order ;
- (d) makes any false statement in any application for a permit or licence under this Order ;
- (e) fails to comply with any term, limitation or condition contained in any permit or licence issued under this Order ;
- (f) makes any false statement in any receipt supplied under the provisions of clause 14 of this Order ;
- (g) knowingly misleads or otherwise interferes with or impedes any person exercising any powers or performing any duties under the provisions of this Order ;

is liable to the penalties prescribed in the Defence Regulations, 1940 to (No. 1) 1943.

20. The Schedules hereto may be amended by me by Notice published in the *Gazette* and upon such publication such amendment shall form part of this Order for all purposes.

FIRST SCHEDULE—(Clause 11).

1. SHOES.

Type of shoes.	Size.	Quality.	
		A. With uppers made from Egyptian box, Egyptian glazed kid or suede or any other leather of a superior quality.	B. With uppers made from Indian chrome leather, Egyptian oil vachette, local box or local glazed kid.
Men's shoes	38 and upwards	45s.	36s.
Men's shoes known as skarpes.	38 and upwards	—	27s.
" " " " " "	35-37	—	23s.
Ladies' shoes	33-39	34s.	29s. 4½p.
Ladies' shoes of fancy patterns with more than one colour and/or ornament	33-39	40s.	36s. 4½p.
Children's shoes	35-37	35s.	31s.
" " " " " "	33-34	32s.	28s.
" " " " " "	31-32	—	24s.
" " " " " "	28-30	—	20s.
" " " " " "	22-27	—	15s.
" " " " " "	under 22	—	11s.

2. BOOTS (MEN'S & WOMEN'S).

Type of boots.	Size.	Maximum price.
Tsanganisimes	42 & upwards (including " rizes ")	56s.
" "	38-41 "	48s.
" "	34-37 "	38s.
Assiotikes	42 & upwards (including " vidates ")	66s.
" "	38-41 "	57s.
" "	34-37 "	46s.

3. SANDALS.

Type.	Size.	Maximum price.
With sole leather or asbestos	Up to size 30	10s.
" "	31	10s. 6p.
" "	32	11s. 3p.
" "	33	12s.
" "	34	12s. 6p.
" "	35	13s. 3p.
" "	36	14s.
" "	37	14s. 6p.
" "	38	15s. 3p.
" "	39	16s.

4. SLIPPERS (MESHINIA)—Any size .. 5s.

SECOND SCHEDULE—(Clause 12).

REPAIRS.

1. SHOES.

Type of shoes.	Nature of repair.		
	Resoling and Heeling.	Resoling only.	Heeling only.
Men's shoes	8s.	6s. 4½p.	1s. 4½p.
Ladies' shoes	6s. 4½p.	4s. 4½p.	2s.
Children's shoes	5s.	4s.	1s.

2. BOOTS.

Type of boots.	Nature of Repair.	
	Yirkazma.	Yirkazma, resoling & heeling including " rizes " or " vidates ".
Any type	10s.	18s.

R. N. HENRY,
Controller of Supplies,
Competent Authority.