Case No 56394/mb

IN THE SUPREME COURT OF SOUTH AFRICA
(APPELLATE DIVISION)

In the matter of:

R RENS APPELLANT

and

E COLTMAN

RESPONDENT

CORAM: JOUBERT, NESTADT JJA et SCOTT AJA HEARD: 12 SEPTEMBER 1995 DELIVERED: 28 SEPTEMBER 1995

J U D G M E N T

SCOTT AJA:

The appellant is a quantity surveyor of East London. In February 1989 he was engaged in his professional capacity by the respondent to investigate the cause of an apparent subsidence and consequential cracking of certain walls of the latter's house and to advise her what work would have to be done to remedy the situation. He was also asked to give an estimate of the cost of such work. After inspecting the house, he wrote to the respondent's attorneys advising that the foundations at the south east corner of the dwelling where the cracks were occurring had not been soundly founded and that there was evidence of root material beneath the footing. The remedial work that he recommended was, however, minimal and involved simply draining the area and allowing the building to settle before repairing the cracks. At the time, the appellant was aware that the respondent proposed recovering the cost of the remedial

work from the builder of the house. Acting on the advice so given, the respondent settled the claim against the builder and accepted the sum of R3 200 in full and final settlement. The nature of the problem and the extent of the work required to solve it were, however, far greater than the appellant had thought. His advice to the respondent as to the remedial work required was plainly incorrect and his estimate of R3 200 was woefully too low. In due course, the respondent sued the appellant for damages, founding her claim both in contract and in delict. The appellant admitted that he ought to have conducted a more detailed investigation and that had he done so he would have established that more extensive remedial work was required to remedy the defects at much greater expense. Ultimately, liability on the part of the appellant was admitted and the only questions which remained in issue were the causal link between the appellant's conduct and the damage suffered by the respondent, and the

quantum of the respondent's damages.

In the course of the trial the pleadings were much amended by both sides and various admissions were made which served to curtail the proceedings. The respondent's claim as finally formulated comprised two parts. The first was a claim for R27 528,42, being the sum of R30 728,42 which would have been recoverable from the builder as at May 1989, less the payment of R3 200 actually received from the builder. The relevance of May 1989 is that this was the month in which the respondent had settled her claim with the builder. The second leg of the claim was for the additional expense incurred by the respondent in consequence of the incorrect advice and was made up of the cost of the unnecessary work carried out in pursuance of the appellant's advice, the extra cost incurred by reason of the need to accommodate this work when effecting repairs, and the extra cost occasioned by the delay in effecting the correct remedial

work and the consequent increase in building costs. The latter claim amounted to R24 997,55 and included the sum of R3 083,60 which had been paid for the unnecessary work carried out on the advice of the appellant.

The total amount which was ultimately claimed, and, indeed, awarded by the trial Court (Kroon J sitting in the East London Circuit Local Division), was therefore the sum of R52 525,97 (ie R27 528,42 plus R24 997,55). The amount of R24 997,55 was in reality a residual amount after making certain deductions from the sum of R55 725,97 which, it was ultimately agreed between the parties, was the cost of implementing what was referred to as the "KRC design to remedy the defective foundations of the house as at June 1992. The figure of R55 725,97 included the cost of the additional work occasioned by the previous attempt to remedy the situation as well as the sum of R3 083,60, which, as previously mentioned,

had been paid for the unnecessary work. The amount awarded was, therefore, the sum of R55 725,97 less the amount of R3 200 paid to the respondent by the builder ie R52 525,97. The second leg of the claim ie R24 997,55 was simply the sum of R52 525,97 less the sum of R27 528,42.

It is necessary at this stage to explain the reference to the KRC design. In about August 1989 the respondent engaged the services of a Mr Peter Dowling who is a structural engineer and who carries on business as such under the name KRC Structural Engineering. After examining the house he designed a method of rectifying the fault which, simply stated, involved propping up the roof and rebuilding the affected walls on foundations supported by bases which were to be soundly founded beneath the unsatisfactory material. The design was somewhat refined by a Mr John Morris who is a consulting engineering technologist and in due course

tenders were obtained and the design implemented, save that the contractor elected to remove the roof rather than prop it up. This was the KRC design.

On behalf of the appellant another structural engineer, Mr Leslie Weaver, was employed to give an opinion regarding the remedial work that would be necessary to solve the problem. His design was somewhat simpler than the KRC design and would have been less expensive to implement. It was referred to at the trial as the "Weaver" design.

Returning to the first leg of respondent's claim, it was common cause that in May 1989 appropriate remedial work could have been executed at a cost of R30 728,42 by implementing the Weaver design. The award by the trial court of this amount, less the sum of R3 200, was attacked on the ground that it had not been shown that the respondent

would have succeeded in recovering such a sum from the builder. Indeed, much of the evidence at the trial was devoted to this issue.

As far as the second leg of the claim is concerned, it was contended on behalf of the appellant that the Court a quo erred in awarding in effect the cost of executing the remedial work as late as June 1992. In other words, the contention was that the appellant should not have been awarded the full difference between the cost of the remedial work in May 1989 and June 1992 when the work was actually done. The appellant's case was that the respondent ought reasonably to have known of her cause of action against the appellant by not later than August 1990 and that in so far as the second leg of the claim is concerned, damages should have been determined by having regard to the cost of the remedial work as at August 1990 and not June 1992. On this basis the appellant in his plea, as finally amended, tendered payment of the sum of R6 943 which represented the

figure of R40 871 being the cost of repairs as at August 1990 in accordance with the Weaver design and which included the wasted expense of R3 083,60, less the sum of R30 728 being the cost of repairs as at May 1989, and less the amount R3 200 received from the builder.

I turn now to deal with the finding of the trial Court that the appellant would have recovered the amount of R30 728,42 from the party to which, until now, I have referred simply as the builder. Before proceeding further a brief explanation is required. The party with whom the respondent contracted for the construction of the house was a company called Galon (Pty) Ltd which traded under the style of Rodlang Homes. The shareholders were a Mr Parker and a Mr Rodney Langheim who was the party involved in the actual building work. According to the evidence Mr Parker is a well known estate agent in East London who since 1981 has carried on business as such through the vehicle of a company called Action

Property (Pty) Ltd ("Action Property") which subsequently on 12 December 1991 was converted to a close corporation. Mr Parker's venture into the building industry was short-lived and unsuccessful. In about January 1988, that is to say more than a year after the respondent's house had been completed, Mr Parker and Mr Langheim decided to terminate what was essentially the partnership agreement between them. The full terms of the termination agreement are not clear but what is common cause is that Action Property, in which Mr Parker was the sole shareholder, acquired all the assets and liabilities of Galon (Pty) Ltd and in particular an accumulated loss. It was accordingly not in dispute that as at May 1989 any action which the respondent may have had against the builder arising out of the defective construction of the house lay against Action Property.

Counsel for the appellant submitted that the Court a quo erred in accepting that Action Property would have been able to meet the claim

of R30 728,48 and he argued that this amount was accordingly not recoverable from the appellant. Much emphasis was placed both in this Court and in the Court below on the financial statements of the company for the year ending 31 August 1990 which showed that both as at 31 August 1989 and 31 August 1990 the liabilities of the company exceeded its assets so that on those dates it was technically insolvent. As previously mentioned, however, Mr Parker was the sole shareholder in Action Property being the vehicle through which he carried on business as an estate agent. Its share capital was minimal and as in the case of many private companies, was financed by way of a loan account rather than by way of a share issue. Having regard to the nature of its business for which little in the way of capital would have been required, it is perhaps not surprising in these circumstances that its financial statements for the years 1989 and 1990 should have shown the company to be technically insolvent.

Nonetheless, it operated a successful business. The accounts, as explained by the company's auditor, revealed that in 1989 it produced a profit of R50 325 after deducting "directors emoluments" of R28 000,00. In 1990 the profit was R35 516 after deducting R45 200 in respect of "directors emoluments". Its financial position was such that during the two year period, 1989 to 1990, it was able to repay over R100 000 in respect of Mr Parker's loan account.

In his evidence, Mr Parker explained that the cash flow of Action Property was unpredictable in the sense that a sizable bank overdraft one day could be converted to a substantial balance the next day depending on what commissions had been received in the interim. He testified that after giving the matter some thought he was satisfied that had Action Property been unable to meet the respondent's claim in 1989 he, Parker, would have injected sufficient capital into the company to enable it to do

so. He justified what he would have done on two grounds. The first was that he felt morally obliged to see that the respondent's claim was met, particularly as she had worked for him at some previous stage. The second was founded upon more practical and commercial considerations. He explained that he was very well known in East London where he conducted his business; that his name was synonymous with that of Action Property and that had the company gone insolvent he would have been extremely embarrassed and his standing in the community as an estate agent much reduced.

Kroon J was unpersuaded that Mr Parker would have come to the appellant's assistance for altruistic reasons. He found on the probabilities, however, that in order to avoid personal embarrassment and for commercial reasons Mr Parker would not have permitted Action Property to be liquidated at the instance of an unpaid creditor (the

respondent) and to this end, if necessary, would have injected capital into the company. The learned judge found also that notwithstanding the technical insolvency of Action Property it would probably have been able to meet a claim in the region of R30 000 even in the absence of a further injection of capital by Mr Parker, although it might have required time to meet the claim.

Mr Lang, who appeared for the appellant, attacked the finding of the Court a quo on various grounds. He submitted that having rejected Mr Parker's evidence in one respect, namely, that he would have come to the appellant's assistance on moral grounds, it ought not to have accepted his evidence that he would have come to her assistance for any other reason. He argued that the alleged embarrassment and loss of standing was unjustified in that had the company gone into liquidation, Mr Parker would have been able to justify this event on the basis of his unsuccessful

venture into the building industry and nothing would have precluded him from continuing his estate agency business under the style of Action Property.

This argument overlooks the evidence that Mr Parker was a well known estate agent whose name, according to both Mr Parker and his attorney, was synonymous with that of Action Property. To suggest in these circumstances that the liquidation of the company would not be seen as reflecting adversely upon Mr Parker is, I think, somewhat unrealistic; nor was it ever put to him in cross-examination that he could have escaped liability by adopting the device of allowing his company to go into liquidation and blaming it on his venture into the building industry. The business was clearly a successful one. It provided Mr Parker with a good income and it was not in dispute that he was well-off and would have had little difficulty in raising an amount in the region of R30 000. It is not at

all improbable, I think, that in these circumstances and if necessary, he would have been prepared to put money into the company in order to preserve its good will and his own good standing in the community as an estate agent. The company, as I have previously said, was financed by way of loans which he made to the company. Injecting capital into the company in this way would have been nothing unusual. His assertion that he would not have allowed his company to go into liquidation was furthermore supported by the evidence of his attorney, Mr Moolman, who expressed the view that Mr Parker would have avoided this if it was at all possible. In all the circumstances, I am unpersuaded that there is any justification for interfering with the finding of the trial Court that but for the appellant's incorrect advice the respondent would have succeeded in recovering damages from Action Property in the sum of R30 728,42. Indeed, I think, the finding would have been equally justified if the amount in question had

been based on the KRC design and hence slightly higher

I turn to the next point argued by Mr Lang, and that is that the Court erred in awarding damages to the appellant on the basis of the cost of remedial work as at June 1992. As previously explained, the total amount awarded was based ultimately upon an agreed figure of R55 725,97 which represented the actual cost of performing the remedial work in June 1992 together with the sum of R3 083,60 previously paid for unnecessary work. It was common cause, therefore, that the cost of the work in June 1992 in accordance with the KRC design was R52 642,39 (R55 725,97 less R3 083,60). Mr Lang contended that the appellant's damages should not have been determined on the basis of the actual cost, but on the basis of what the remedial work would have cost had it been executed in August 1990. He submitted that by the latter date the respondent ought to have realised that the appellant's advice was incorrect and should have been

aware of her cause of action against him.

Before dealing with Mr Lang's argument, which was essentially one of fact, it is necessary to make certain general observations regarding the computation of damages in cases such as the present where there is a delay prior to the discovery of the breach and its consequences. The claim in the present case was founded both in contract and delict. The Court a quo, relying upon a passage in Jackson & Powell on Professional Negligence 3 ed at para 2-117, accepted that regardless of which test was applied (ie the test for determining damages in contract or delict) the result in the particular circumstances of the case was the same. Counsel accepted this as being correct and no argument was addressed to us on the point. As the appellant's liability in contract was common cause it is unnecessary to have to decide the point and I shall consider the claim for the purpose of the computation of damages as being one in contract.

The fundamental rule with regard to the award of damages for breach of contract is now well established. The innocent party should be placed in the position he or she would have occupied had the contract been properly performed, so far as this can be done by the payment of money without undue hardship to the party in breach. The application of this rule will ordinarily require in many cases, and typically the case of a breach of a contract of sale by the purchaser, that the date for the assessment of damages be the date of performance, or as it has often been expressed, the date of the breach. But even in contracts of this nature, there is no hard and fast rule (cf Culverwell and Another v Brown 1990 (1) SA 7 (A) at 30 G - 31 H) and in each case the appropriate date may vary depending upon the circumstances and the proper application of the fundamental rule that the injured party is to be placed in the position he would have occupied had the agreement been fulfilled. The position is the same in England. In

Miliangos v George Frank (Textiles) Ltd [1975] 3 All ER 801 (HL) Lord Wilberforce (at 813) recognised that "as a general rule in English law damages for tort or for breach of contract are assessed as at the date of the breach" but in the same passage emphasised that the general rule did not preclude the Courts in particular cases from determining damages as at some later date.

Where, for instance, it is appropriate to measure damages on the basis of the cost of repairs or remedial work it would be unfair and contrary to the fundamental rule stated above to insist that in each case and regardless of the escalation in costs the appropriate date is to be the date of performance. This is particularly so in building contracts where the breach may be discovered even years later. The point is well illustrated in the case of East Ham Borough Council v. Bernard Sunley & Sons. Ltd. [1965] 3 All ER 619 (HL) where, in 1959, ie some two years after the

architect's final certificate had been issued, certain stone panels fell from the building prompting an investigation which in turn revealed widespread faults. It was held that the damages were to be assessed by reference to the actual cost of repairs in 1960 - 61, as this was a reasonably foreseeable loss arising from the breach of contract. The inapplicability in appropriate circumstances of the date of performance (or breach) or in the case of delict, the date of the wrong, was stressed by Megaw LJ in Dodd Properties (Kent) Ltd and another v Canterbury City Council and others [1980] 1 All ER 928 (CA). Although the action in that case was based in tort, it is clear from the earlier remarks of the learned judge that the following passage (at 933 g - h) is equally apposite to an action in contract.

> "Indeed, where, as in the present case, there is serious structural damage to a building, it would be patently absurd, and contrary to the general principle on which damages fall to be assessed, that a plaintiff, in a time of rising prices, should be limited to recovery on the basis of the prices of

> repair at the time of the wrongdoing, on the facts here, being two years, at least, before the time when, acting with all reasonable speed, he could first have been able to put the repairs in hand. Once that is accepted, as it must be, little of practical reality remains in postulating that, in a tort such as this, the 'general rule' is applicable. The damages are not required by English law to be assessed as at the date of breach."

The rule with regard to the time of assessment where the cost of repairs is

the appropriate measure of damages, is stated in Chitty on Contracts 26

ed vol 1 at para 1780 as follows:

> "The time at which the cost of repairs should be assessed is when it was reasonable for the plaintiff to begin repairs, which may be as late as the date of the hearing if the plaintiff was acting reasonably in not mitigating earlier."

Such an approach is in consonance with the fundamental rule stated above

that the innocent party should be put in the position he would have been in

had the contract been properly performed, and in my view is the proper

approach to be adopted in cases where the true measure of damages is the

cost of repairs or remedial work.

In the present case it was not disputed that the damage suffered by the respondent both as to the non-recoverability from the builder and the additional expense arising from the delay and escalation in building costs was foreseeable; nor was it ever contended that any yardstick other than the cost of the remedial work was the true measure of damages to be adopted. All that was contested was the reasonableness of having the remedial work executed as late as June 1992.

Before considering this issue it is necessary to set out, as briefly as the circumstances permit, the principal events preceding the execution of the work.

Following the appellant's advice which was given in February 1989 the respondent's attorney entered into correspondence with Mr Parker's attorney which culminated in the former accepting payment of the sum of

R3 200 in full and final settlement of the respondent's claim. This was in May 1989. The following month, certain remedial work was carried out as directed by the appellant. This was not the same as that initially proposed by him. After receiving the appellant's letter the respondent raised with him the need to possibly underpin the foundations at the south east corner of the house. She did so on the strength of what other people had told her. Although the appellant's attitude was that this was not necessary, the work that was actually carried out involved placing a large quantity of concrete under the foundations. The respondent was advised by the appellant to leave the cracks until some 9 to 12 months had elapsed before having them repaired so as to allow the house to settle. Because of their unsightly nature the builder in fact filled in the cracks at the same time he placed the concrete under the foundations. The cracks were mainly in the kitchen.

By September of 1989 the cracks had reappeared. The window

frame in the kitchen was coming away from the wall and with hindsight the respondent realised that even at this stage the kitchen floor had begun to slope. She got in touch with her attorney who in turn consulted the appellant. On 3 October 1989 the appellant wrote to the respondent's attorney advising that he had visited the house in the company of the builder, a Mr Klinkhardt, and had observed that the soil around the foundation substructure appeared to be drying out. He advised that the matter should be left until March or April of the next year. The respondent explained that living in the house as she did, it was not readily noticeable whether the cracks were widening or not. In 1990, however, she went on holiday and upon returning in about August noticed that the cracks had definitely widened. By then she had negotiated with the municipality of Gonubie to have the vlei on the opposite side of the road drained. She thought that this ground was at a slightly higher level than her own

property and she hoped that this would improve the situation by removing the wetness which she understood from the appellant was the main cause of the problem. By then the municipality had also tarred the road and installed storm water drains so that when it rained the water no longer drained onto her property. At about that time she was also negotiating to have a swimming pool installed. When the hole was made for the pool she used the soil to raise the level at the affected area in the hope of increasing the run-off and so eliminate any pooling of water in the area. All these steps, of course, were aimed at drying out the area which according to the advice that had been given to her was what was required.

By the middle of 1991 it was clear to the respondent that the condition of the house was deteriorating. One wall was visibly bulging and the slope of the kitchen floor was plainly discernible. In about June of that year she again complained to her attorney who in the course of the

next month or two addressed letters to the appellant advising him of the situation and requesting his assistance. According to the respondent's attorney, Mr Richards, the appellant undertook to investigate the matter but advised that he was having difficulty in getting in touch with the builder, Mr Klinkhardt. At about this time - the respondent thought it was in July 1991 and the appellant did not testify - the appellant spoke to the respondent on the telephone. According to the respondent the appellant was abrupt and said that he had not undertaken to fix the house. She testified that at this stage she realised that she might have a claim against the appellant. She telephoned Mr Richards and said that she wished to take the matter further and possibly sue the appellant. Mr Richards, however, was reluctant to act for her in such an action as he felt he had a conflict of interests.

The respondent testified that she realised from what Mr

Richards had told her at the stage when the appellant was first consulted that it was necessary to engage the services of an expert. She said that she racked her brains for several weeks and eventually spoke to an architect, a Mr Hall, whom she knew personally. Mr Hall in turn enlisted the aid of Mr Peter Dowling of KRC Structural Engineering and the three of them met at the house towards the end of August 1991. Mr Dowling thought the building could be saved and estimated the costs of the necessary remedial work to be possibly somewhere in the region of R30 000 to R45 000. It appears that Mr Dowling then embarked upon designing a method of repairing the house, although quite when this was done is not clear.

Perhaps mindful of what had gone before, the respondent decided to procure a second opinion. She consulted the telephone directory and eventually succeeded in obtaining the services of Mr John Morris of a firm of consulting engineers. This was in early January 1992. The two of

them met at the house on 4 February 1992 and Mr Morris conducted various tests. He was also given a report prepared by Mr Dowling. In due course Mr Morris prepared a further report which was dated 21 February 1992. Mr Dowling's report was revised in certain respects and the work was eventually put out for tender.

On 27 May 1992 Mr Morris discussed the tenders received with the respondent and in due course the contract was awarded to a firm called Pearson Construction which completed the work in June 1992.

In arguing that the cost of repairs should have been determined as at August 1990 as opposed to June 1992, Mr Lang assumed that the respondent bore the onus of establishing that the latter date was reasonable. No argument was addressed to us on the question of onus; nor, I might add, was any allegation made in the plea that the respondent ought to have mitigated her loss by having the repairs effected by August 1990 or for that

matter by any other date. Having regard to the evidence, however, and in particular that of the respondent which was not contradicted, I find it unnecessary to have to determine the incidence of the onus and shall simply assume, without deciding, that it rested upon the respondent.

Mr Lang argued that the appropriate date for the assessment of damages was August 1990, presumably because at about this time the respondent returned from holiday and noticed that the cracks had widened. But this does not justify the conclusion that she ought to have realised that the advice was incorrect and to have set about getting in other experts to attend to the problem. The respondent was a layman who had been advised by an expert that the solution lay in allowing the subsoil around the foundations to dry out and stabilize. When she had expressed dissatisfaction in September 1989 the appellant had reported that the subsoil appeared to be drying out and that in effect more time was required to

enable the house to settle before repairing the cracks. The mere fact that the house had not settled as soon as had been anticipated was no basis for concluding that the appellant's assessment of the problem was wholly incorrect and that the foundations were so defective that the south east corner of the house would virtually have to be rebuilt. As the respondent explained, she was led to believe that further settling could take place and she really had no idea when it would stop or whether at any particular stage the movement of the house had finally come to an end. In the belief that the wetness of the area was the cause of the problem the respondent herself took a number of practical steps to alleviate the problem. This is indicative of her continuing acceptance of the correctness of the appellant's advice. In my view her conduct cannot be regarded as unreasonable. It was only in about July 1991 when the appellant in effect disavowed responsibility that the respondent sought alternative professional advice. It is true that

it took almost another year before the work was finally done, but I do not think that this was attributable to any undue dilatoriness on the part of the respondent. She consulted an expert within weeks after, as she put it, racking her brains to think of whom to turn to. Her architect friend brought in Mr Dowling who in turn proceeded to prepare a design for the remedial work which she was told was going to be extensive. It is probably true that by employing Mr Morris there was a further delay. But given the respondent's previous experience with the appellant and the extensive nature of the proposed remedial work, her decision to seek a second opinion was certainly prudent. In all the circumstances I cannot find fault with the conduct of the respondent. There is no basis in my view for the contention that her failure to have the remedial work carried out sooner was unreasonable. I accordingly agree with the finding of Kroon J that the respondent acted reasonably in having the work done in June 1992.

A further point raised by Mr Lang on appeal was that the Court a quo erred in not awarding damages on the basis of the cost of the remedial work in accordance with the less expensive Weaver design rather than the more expensive KRC design which was the design actually adopted in the execution of the work. He submitted that by adopting the cost of repairs based upon the Weaver design for the purpose of the first leg of the claim, that is to say, for the purpose of determining the amount that the respondent would have recovered from Action Property, the respondent necessarily accepted the adequacy of this design. Accordingly, so the argument went, there was no basis upon which the trial court could reject it and determine the award in respect of the second leg of the claim on the KRC design.

In my view this argument is ill-founded. First, the mere fact that the Weaver design may have been a little less expensive is not in issue.

The question is whether in taking the course she did, the respondent acted reasonably or not. As I have indicated above, the respondent actually called in another expert, namely Mr Morris, to give a second opinion. Mr Morris revised the original KRC design and in so doing rendered it less expensive. Thereafter the work was put out for tender. I do not think the respondent's conduct in this regard can be faulted. The onus of showing that there was another less costly remedy which the respondent ought to have adopted rested upon the appellant. The mere fact that another less expensive design was produced ex post facto did not have the effect of discharging the burden upon the appellant. As was pointed out in Holmdene Brickworks (Pty.) Ltd. v Roberts Construction Co. Ltd. 1977 (3) SA 670 (A) at 689 E, the measures taken by the innocent party to extricate himself from the harm occasioned by the breach "ought not to be weighed in nice scales and the Court should not be astute to hold that the onus (on

the defendant) has been discharged.

Secondly, it is necessary to observe that the respondent's true measure of damages was the cost of the remedial work executed in June 1992 together with the cost of the earlier unsuccessful work, less the amount previously received from Action Property. The two-legged nature of the claim as pleaded appears to have been the product of various amendments in the course of the trial and probably owes its origin to an attempt to deal with the defence raised in respect of a part of the claim, ie the alleged irrecoverability of damages from Action Property. The mere fact that the cost of repairs as at May 1989 was calculated on the basis of the Weaver design for the purpose of this somewhat artificial division of the claim into two components did not in my view bind the Court to the Weaver design for the purpose of the proper determination of the overall damages to which the respondent was entitled.

In the result the appeal is dismissed with costs.

D G SCOTT

JOUBERT JA)
-Concur
NESTADT JA)