

O-323-08

TRADE MARKS ACT 1994

**IN THE MATTER OF APPLICATION NO 2452750
BY JOSEPH DAVID BOWER
TO REGISTER THE TRADE MARK:**

THE FOURMOST

IN CLASS 41

AND

**THE OPPOSITION THERETO
UNDER NO 95534
BY
KEVIN ROBERT CLARKSON**

Trade Marks Act 1994

**In the matter of application no 2452750
by Joseph David Bower
to register the trade mark:
THE FOURMOST
in class 41
and the opposition thereto
under no 95534
by Kevin Robert Clarkson**

1) On 17 April 2007 Mr Joseph David Bower applied to register the trade mark THE FOURMOST (the trade mark). It was published for opposition purposes with the following specification:

entertainment, playing of music, performing.

2) On 3 October 2007 Mr Kevin Robert Clarkson filed a notice of opposition to the registration of the trade mark. The sole ground of opposition is under section 3(6) of the Trade Marks Act 1994 (the Act), this states:

“A trade mark shall not be registered if or to the extent that the application is made in bad faith.”

In the grounds of opposition Mr Clarkson states:

“I am a member of the Fourmost. I have actively been involved with the Fourmost since 1990. In 2002 I became a full time member along with Bill Hughes (stage name Bill Haiseman), Alex Leyland and John Watkins. Bill Hughes has run the band.”

As is indicated from the above the Fourmost is a popular music group, one of the Mersey beat groups. The group had its heyday in the 1960s. Its biggest hit, *A Little Lovin'*, reached no 6 in the hit parade in April 1964. They appeared in the film *Ferry Cross the Mersey*.

3) Mr Bower filed a counterstatement in which he denied the grounds of opposition. The counterstatement is signed by Mr Bower, Mr Dave Loveday and Mr Billy Hatton.

4) Only Mr Clarkson filed evidence, although Mr Bower did submit comments upon the claim of Mr Clarkson in his counterstatement, of which I have taken note.

5) A hearing was held on 3 December 2008. Mr William Hatton appeared for Mr Bower and Mr Clarkson represented himself. Neither party has had legal representation during the proceedings.

6) I will give a history of the group based on the evidence and the counterstatement of Mr Bower, pointing out matters of dispute where they exist.

7) There is a dispute, upon which nothing turns, as to whether the band was originally called *The Blue Jays*; there is an entry to this effect in *The Guinness Who's Who of Sixties Music*. Mr Bower in his counterstatement holds that the band began as *The Four J's*. It is not disputed that the band known as *The Four Jays* changed its name to *The Fourmost*; the band appears to have begun in the late 1950s and it changed its name to *The Fourmost* in 1962. *The Guinness Who's Who of Sixties Music* states that prior to being *The Fourmost* the band was known as *The Four Mosts*. This book identifies the members as being Brian O'Hara, Mike Millward, Billy Hatton and Dave Loveday. Mr Bower in his counterstatement states that he was part of the group that pre-dated *The Fourmost* by four years and was a founder member. He states that he was in the band until 1961, when he left to get married, and was replaced by Mike Millward. Mr Bower rejoined the band in 1968 replacing George Peckham and left again in 1970, being replaced by Giorgio Uccellini. Mr Bower, in his turn, replaced Mr Uccellini in 1973 and stayed with the band until 1978. In his evidence Mr Clarkson accepts that Mr Bower was "connected in some shape or form with *The Fourmost*". In his counterstatement Mr Bower states that in 1978 he, Mr Dave Loveday and Mr Billy Hatton could no longer work with Brian O'Hara and so they split up from him. Mr Bower claims that Mr O'Hara had told them that he had registered the name *The Fourmost*. Consequently, thinking they had no choice in the matter, the three left the band and formed a semi-professional group, called *Clouds*.

8) In 1979 Mr Thomas William Hughes (stage name Haiseman) along with two other musicians joined Brian O'Hara to perform as *The Fourmost*. Mr Clarkson states that Mr O'Hara sold "his association with the *Fourmost* to Thomas William Hughes who continues with the band". In the statement of grounds Mr Clarkson states that *The Fourmost* consists of himself, Mr Hughes, Mr John Watkins and Mr Gary Pearson. Mr Bower states that *The Fourmost* name was not for Mr O'Hara to sell. He states that for income tax purposes *The Fourmost* changed from being a limited company to a partnership, there is no evidence in relation to this matter.

9) Included with the statement of the grounds of opposition is what describes itself as "a legal binding document" between Messrs David Brinklow, Steven Thompson and John Quentin Butcher and Messrs Kevin Clarkson, Alex Leyland and John Watkins. This document agrees to the sale of the trading name *The Fourmost* by the first group of individuals to the second group of individuals. The document bears the date of 17 January 2002. Also attached to the statement of

grounds is a letter dated 1 August 2007 written by Mr Bill Hughes, whom I assume is Mr Thomas William Hughes. It is marked 'without prejudice'; the letter does not relate to any negotiations, it simply is a history of Mr Hughes' involvement with the band. Consequently, although it is marked 'without prejudice' I cannot see that it falls within the parameters of the 'without prejudice' rules. Mr Hughes writes in his letter that he joined *The Fourmost* in 1979 when the bass guitarist of the time left the band. Mr Hughes writes that Mr O'Hara and a Mr John Campbell were in the band with him. In 1982/1983 Mr O'Hara decided to retire and offered the name of the band to Mr Hughes and Mr Campbell, which they bought and then continued trading as *The Fourmost* until 2001. Mr Hughes writes that he then retired and sold the name to Mr Dave Brinklow and Mr John Butcher. Mr Hughes then writes that Mr Brinklow and Mr Butcher "sold out" to Mr Clarkson, Mr Watkins and Mr Leyland who have been trading up to the present day.

10) Mr Clarkson has submitted copies of a number of documents relating to bookings for *The Fourmost*. (Certain of the documents refer to the same performances, where this has occurred I have only referred to one of the documents.)

- ❖ Invoice from BCM Promotions for performances on 27, 30 and 31 December 1997. The invoice is made out to *The Fourmost*, William Hughes.
- ❖ Contract between M Torbuck and *The Fourmost* for a performance on 8 July 2005, the contract was agreed on 20 January 2005.
- ❖ Contract between Cherry Tree Holiday Park and *The Fourmost* for a performance on 1 September 2007, the contract was agreed on 7 December 2006.
- ❖ A statement to *The Fourmost* for a performance on 28 August 1997.
- ❖ An invoice to *The Fourmost* for a performance on 13 September 1997.
- ❖ A letter to Mr Clarkson to confirm terms for a performance by *The Fourmost* on 25 February 2005.
- ❖ A statement to *The Fourmost*, dated 11 May 1998, for a performance at Haggerston Castle Caravan Park.
- ❖ An invoice to *The Fourmost*, William Hughes, for a performance on 15 March 1998.
- ❖ A statement to *The Fourmost* for a performance on 1 April 1998.

- ❖ A statement to *The Fourmost* for two performance in March 1998.
- ❖ An invoice to *The Fourmost* for a performance on 7 March 1998.
- ❖ An invoice to *The Fourmost* for a performance on 14 April 1998.
- ❖ An invoice to *The Fourmost* for a performance on 3 May 1998.
- ❖ An invoice to *The Fourmost* for a performance on 6 February 1998.
- ❖ Notification of an engagement on 1 February 2008. The notification is dated 19 February 2007 and is addressed to Mr Clarkson.
- ❖ A contract for a performance on 11 October 2008, the contract is dated 14 August 2007.
- ❖ A contract for a performance on 25 October 2008, the contract is dated 6 August 2007.
- ❖ A contract for a performance on 26 September 2008, the contract is dated 24 October 2007.
- ❖ A confirmation letter dated 13 December 2007 for a performance on 30 August 2008.
- ❖ A contract for a performance on 25 April 2008, the contract is dated 12 March 2007.
- ❖ A contract for a performance on 20 October 2007, the contract is dated 12 April 2007.
- ❖ A confirmation of a telephone conversation of 7 October 2004 in relation to a performance on 16 April 2005.
- ❖ Confirmation of a booking for 13 May 2006.

Where the documentation has been directed to an address it is to that of Mr Hughes in the 1990s and to that of Mr Clarkson in the 2000s.

11) Both parties have filed a copy of a letter from Chadwicks, solicitors, dated 1 February 2007, which is written to Mr A Bower, secretary of the Dingle Community Theatre. The letter states that Messrs Clarkson, Leyland and Watkins own the right to use the trading name of the group *The Fourmost*. The letter goes on to state that:

"We act on behalf of Mr Kevin Clarkson, Mr Alex Leyland and Mr John Watkins who own the right to use the band/group trading name of "The Fourmost" having purchased the same from Mr David Brinklow, Mr Steven Thompson and Mr John Butcher. It has come to our clients' attention that at a musical drama production entitled "Like I've Never Been Gone" arranged by yourself another group is appearing using the same name "The Fourmost".

Our clients are extremely concerned that the name is effectively being "passed off" and we have been requested to write to you formally to advise that the group appearing in your production must forthwith desist in the use of the name."

A copy of an advertisement for the production has been filed by Mr Bower. The poster shows that the production was to take place on three days in April, I presume April 2007. It states that the part of Billy Fury will be played by Tony Cain who will be backed "by the original FOURMOST". In his counterstatement Mr Bower states that his group were the backing band of a musical play about the life of Billy Hatton's old friend, Billy Fury. He states that they did not perform any *Fourmost* material and that they played to help out a local amateur company, the Dingle Community Theatre. Attached to Mr Bower's counterstatement is a copy of an advertisement for a concert which he states took place in 1990 at the Philharmonic Hall, on the bill is Mr Bower's group, described as *The Original Fourmost*.

12) Mr Bower states that none of the current members of *The Fourmost* contributed to the hit records of the group, or appeared in any of the television, radio and live theatre shows that established the credentials of the band in the 1960s. He goes on to state that the "various members of the Fourmost since 1979 have made a living from the heritage built by the skills and hard work of the original group. They have had twenty eight years of utilising a name that they had never had a hand in creating. *There would never have been a band called The Fourmost without the hard work of the ORIGINATORS!!*"

13) In his counterstatement Mr Bower states that the group wishes to preserve the heritage and legacy "of the respected name that we created and were swindled out of. We are now being harassed by a group of people who never earned the name and have made false statements to the public whilst on stage so that they can make money. We shall certainly be using our *registered* name of '*The Original Fourmost*' and we shall see which band the public remembers."

14) Attached to the counterstatement is a copy of a statement of artist royalty dated 30 June 2007 from EMI in respect of *The Fourmost*, the payee is Mr Hatton.

15) A promotional sheet for *The Fourmost* is included with the grounds of opposition of Mr Clarkson. This identifies what it considers to have been the original members and also the current members, which include Mr Hughes (Haiseman). It states that Mr O'Hara continued with the name, along with Mr Hughes and that the latter took over the reins on the departure of Mr O'Hara.

16) An undated 'to whom it may concern letter' from Mr Tony Sherwood, who is an entertainment agent, is exhibited, he writes that:

"Since the late 1980's I have always considered the Group led by Billy Hughes working under the name of The Fourmost to be the one, and only true version that Group performing the hit recordings of that Group in the style and manner associated with, and expected of, a Group performing under that title."

An undated letter from Mr Ray Martin of BCM Promotions is exhibited. It states that his company has booked *The Fourmost* for twenty years, first of all through Mr Hughes and then through Mr Clarkson.

17) Mr Bower claims that threats of disrupting a concert were made to what he describes as *The Original Fourmost* by a member of *The Fourmost* when they had been billed to play at a memorial concert for Mr Freddie Garritty. He states that because of these threats the band did not perform.

Decision

18) Bad faith includes dishonesty and "some dealings which fall short of the standards of acceptable commercial behaviour observed by reasonable and experienced men in the particular field being examined"¹. Certain behaviour might have become prevalent but this does not mean that it can be deemed to be acceptable². It is necessary to apply what is referred to as the "combined test". This requires me to decide what Mr Bower knew at the time of making the application and then, in the light of that knowledge, whether his behaviour fell short of acceptable commercial behaviour³. Bad faith impugns the character of an individual or collective character of a business, as such it is a serious allegation⁴. The more serious the allegation the more cogent must be the

¹ *Gromax Plastics Ltd v. Don and Low Nonwovens Ltd* [1999] RPC 367.

² *Harrison v Teton Valley Trading Co* [2005] FSR 10.

³ (1) *Barlow Clowes International Ltd. (in liquidation)* (2) *Nigel James Hamilton and (3) Michael Anthony Jordan v (1) Eurotrust International Limited (2) Peter Stephen William Henwood and (3) Andrew George Sebastian* Privy Council Appeal No. 38 of 2004 and *Ajit Weekly Trade Mark* [2006] RPC 25.

⁴ See *Royal Enfield Trade Marks* [2002] RPC 24.

evidence to support it⁵. However, the matter still has to be decided upon the balance of probabilities.

19) There can be no doubt that at the time of the filing of the application Mr Bower knew of the claims of the group of which Mr Clarkson was a member. The letter from Chadwicks sketches out those claims. So in the face of this accusation Mr Bower decided to file the application for the trade mark.

20) There are references in the documentation to the sale and purchase of the trading name *The Fourmost*. A trading name of itself engenders no rights and is not a form of property, the vendors and vendees seem to have been labouring under a misapprehension. As Parker J in *Burberrys v J C Cording & Co Ltd* [1909] 26 RPC 693 stated:

“The principles of law applicable to a case of this sort are well known. On the one hand, apart from the law as to trade marks, no one can claim monopoly rights in the use of a word or name.”

Millett LJ in *Harrods Ltd v Harrodian School Ltd* [1996] RPC 697 stated:

“It is well settled that (unless registered as a trade mark) no one has a monopoly in his brand name or get up, however familiar these may be.”

The goodwill of a business can be purchased and that can engender rights in relation to the law of passing-off; that goodwill will often be associated with a sign. It would seem likely that the vendors and vendees of the trading name were effectively selling and buying the right to ply their trade as musicians under the sign *The Fourmost*, effectively buying the goodwill associated with the sign. The definition of Lord Macnaghten in *IRC v Muller & Co's Margarine Ltd* [1901] AC 217 has stood the test of time:

“It is the benefit and advantage of the good name, reputation and connection of a business. It is the attractive force which brings in custom. It is the one thing which distinguishes an old-established business from a new business at its first start. The goodwill of a business must emanate from a particular centre or source. However widely extended or diffused its influence may be, goodwill is worth nothing unless it has power of attraction sufficient to bring customers home to the source from which it emanates.”

21) In considering the matter it is necessary to bear in mind that there is a sole applicant, Mr Bower. So it is Mr Bower, on his own, who is claiming rights in *The Fourmost* in relation to the services of the application.

⁵ *Re H (minors)* [1996] AC 563.

22) The basis of Mr Bower's claim to rights in the trade mark is that he was in *The Four J's* and *The Four Jays*, which eventually changed its name to *The Fourmost*. He was not in the first manifestation of *The Fourmost*. He had left *The Four Jays* in 1961, joined *The Fourmost* in 1968, left again in 1970, returned in 1973 and left again, with Mr Loveday and Mr Hatton, in 1978. These three then played in a band called *Clouds* whilst Mr O'Hara continued performing in *The Fourmost*. For the concert in 1990 at the Philharmonic Hall, Liverpool, the group was billed as *The Original Fourmost*. Other than this concert and the three performances at the Dingle Community Theatre, which gave rise to the letter from Chadwicks, neither Mr Bower, nor Mr Loveday and Mr Hatton, have played in a band using the name *The Fourmost* or a name colourably similar to it since 1976. The billing of the group in 1990 as *The Original Fourmost*, might indicate that the members were aware of the group using the name *The Fourmost* in which Mr Hughes was playing.

23) A band playing under the name *The Fourmost* seems to have been performing in various manifestations from 1978 until today. There is clear evidence of performances in the 1990s and in the 2000s, there is a hiatus in documentation in relation to the period where Mr Brinklow and Mr Butcher were using the name. The evidence of Messrs Sherwood and Martin, even though it is not in proper evidential form and must be viewed as hearsay evidence, shows the continuity of the use of *The Fourmost* in various manifestations, the baton being handed from Mr Hughes via Mr Brinklow and Mr Butcher to Mr Clarkson; although I note that the two agents make no mention of the Brinklow/Butcher period. Both agents who give evidence clearly have not identified the group with Mr Bower. There is no denial by Mr Bower of the narrative that is shown of the story of a group using the name *The Fourmost* continuing under the auspice of Mr O'Hara, even if without the blessing of Messrs Loveday, Hatton and Bower, then under that of Mr Hughes, then under that of Messrs Brinklow and Butcher and now under the auspices of Messrs Clarkson, Leyland and Watkins. (From the statement of case and the evidence the position of Mr Hughes is not clear as to the latest manifestation of the group; his letter seems to indicate that he is no longer involved in the group as does the letter from Chadwicks, however, the publicity material identifies him as being in the band under his stage name as does the statement of case. In the end I think that little turns upon this. At the hearing Mr Clarkson indicated that Mr Hughes was again performing in the band.)

24) It is in the nature of musical groups whether classical or popular that their personnel change. They are often partnerships at will, ie partnerships where the partnership does not have a fixed termination date. The nature of the business means that they are also often partnerships by parole, ie there is no written agreement controlling the partnership. The nature of partnership law and musical groups was dealt with by Laddie J in *Saxon trade mark* [2003] FSR 39. In this case there is no claim of passing-off, however, the issue of the ownership of the goodwill of the business(es) using the name *The Fourmost* is pertinent to the

issues before me. Despite the flaw in the concept of selling a trading name, it is clear that there were effectively agreements or accords to hand on the goodwill in relation to the business of the group. It is also to be noted that Mr Bower states that the band became a partnership. Laddie J commented upon the goodwill of a band operating as a partnership at will:

“25 Absent special facts such as existed in *Burchell*, the rights and obligations which arise when a group of musicians, performing in a band as a partnership, split up can be explained as follows. It is convenient to start by considering the position when two, entirely unrelated bands perform under the same name. The first performs from, say, 1990 to 1995 and the second performs from 2000 onwards. Each will generate its own goodwill in the name under which it performs. If, at the time that the second band starts to perform, the reputation and goodwill of the first band still exists and has not evaporated with the passage of time (see *Ad-Lib Club Ltd v Granville* [1972] R.P.C. 673) or been abandoned (see *Star Industrial Co Ltd v Yap Kwee Kor* [1976] F.S.R. 256) it is likely to be able to sue in passing off to prevent the second group from performing under the same name (see *Sutherland v V2 Music* [2002] EWHC 14 (Ch); [2002] E.M.L.R. 28). On the other hand, if the goodwill has disappeared or been abandoned or if the first band acquiesces in the second band's activities, the latter band will be able to continue to perform without interference. Furthermore, whatever the relationship between the first and second bands, the latter will acquire separate rights in the goodwill it generates which can be used against third parties (see *Dent v Turpin and Parker & Son (Reading) Ltd v Parker* [1965] R.P.C. 323). If the first band is a partnership, the goodwill and rights in the name are owned by the partnership, not the individual members, and if the second band were to be sued, such proceedings would have to be brought by or on behalf of the partnership.

26 The position is no different if the two bands contain common members. If, as here, they are partnerships at will which are dissolved when one or more partners leave, they are two separate legal entities. This is not affected by the fact that some, even a majority, of the partners in the first band become members of the second. A properly advised band could avoid the problem that this might cause by entering into a partnership agreement which expressly provides for the partnership to continue on the departure of one or more members and which expressly confirms the rights of the continuing and expressly limits the rights of departing partners to make use of the partnership name and goodwill. This is now commonplace in the partnership deed for solicitors' practices.”

There is nothing to suggest that the position outlined in paragraph 26 was followed. However, for whatever reasons, *The Fourmost* continued under the

auspice of Mr O'Hara and the three previous members of the band performed as *Clouds*. Mr Bower states:

“They have had *twenty eight years* of utilising a name that they had never had a hand in creating. *There would never have been a band called The Fourmost without the hard work of the ORIGINATORS*”.

I am afraid that Mr Bower's statement is damning to his own case. He and the other members of *Clouds* had abandoned the use of *The Fourmost*, he accepts that for a lengthy period of time others had been plying their trade as *The Fourmost* and after twenty eight years he wishes to register a trade mark which, through infringement proceedings, could be used to stop the continuance of the trade under this name. Musical groups are extremely dependent on their names, it identifies them to audiences, it marks out what they do and how they do it. It is key to the attractive force of the goodwill of their trade. It is helpful to quote further from the judgment of Laddie J:

“36 In my view that is too generous to the proprietors. They applied for registration in their own names. At no stage prior to these proceedings did they assert that they were applying for and on behalf of a partnership. What is clear from the evidence is that the application to register the mark was made without the knowledge or consent of at least one member of the original partnership, namely Mr Byford. The first he knew of it was after registration when Mr Oliver threatened to use it against him and retailers of his band's goods. There is no material to support the suggestion that Mr Oliver or Mr Dawson had sought or obtained authority to apply for registration on behalf of the old partnership. All the documents demonstrate that it was applied for for and behalf of those two gentlemen themselves. Mr Oliver's letter of March 27 asserts that permission to use SAXON must be obtained from him and Mr Dawson, not from the partnership. It also asserts that they, not the partnership, are entitled to compensation for trade mark infringement.

37 Mr Foley then says as follows:

"57. ... But even if Mr Oliver and Mr Dawson had not registered the mark for the good of all, could the act of doing so be said to be an act of bad faith?

58. On the facts before me, it is my view that Mr Oliver, and arguably, Mr Dawson, had as much right to claim to be the owners of the mark in suit, albeit not exclusively, to seek to register the mark in their own names and to prevent use of the mark by third parties. However, what is good for one is good for the other. I consider that Mr Byford also had the right to regard the trade mark as his own, and to seek register [*sic*] it in his own name, should he

so wish. The problem now is that Mr Oliver has got there first. Taking all factors into account I do not consider that in making the application to register the trade mark Mr Oliver acted in bad faith, and the ground under s.3(6) also fails."

38 As indicated above, I disagree with Mr Foley's conclusion that Mr Oliver and Mr Dawson had a right to claim to be owners of the mark. Furthermore, inherent in the statement that Mr Oliver "got there first", is the recognition that ownership of the mark gave the proprietors the right to interfere with the use of the same mark by others in relation to the same goods and services. That Mr Oliver and Mr Dawson could use it to interfere, not just with other former partners in the original band, but also with the current band. As a result of the letter of March 2001 and email referred to above, it can be seen that the ability to interfere is not a hypothetical possibility.

39 As Lindsay J. said, each case must be decided on its own facts. Here the proprietors have obtained registration of SAXON simpliciter even though they have no existing title to it and have done so for the purpose of interfering with the rights of others who do and have consistently used the mark ... In my view this is bad faith within the meaning of the section."

Here Mr Bower is seeking registration of *The Fourmost* even though he clearly has no **existing** title to it and the registration can be used to interfere with the existing rights of the group performing under the name *The Fourmost*. It is important to bear in mind, as I commented at the hearing, that a registered trade mark does not give a right of use, it is a negative right. It gives a right to prevent the use by others. Mr Bower even accepts the long usage by others. He knew of the use by Messrs Kevin Clarkson, Leyland and Watkins when he applied for the registration of the trade mark. **The application was made in bad faith within the meaning of the Act and so registration of the application would be contrary to section 3(6) Act.** My finding would be the same even if the "passing on of the baton" was to be put into doubt, owing to the evidence in relation to the goodwill of the current group trading as *The Fourmost*.

25) Mr Bower clearly considers that the persons currently trading under the name do not have a right to do so as they are not original members of the group, I do not consider that this is relevant. No original member of the group has been in the band since Mr O'Hara handed the reins over to Mr Hughes 1982 but a trade in musical performances has continued in relation to this name since then under the name *The Fourmost*. In his submissions Mr Hatton emphasised that he considered that Mr O'Hara had no right to sell the name; what is relevant is the goodwill that has been built up in relation to performances conducted under the name *The Fourmost* since Mr Bower, Mr Loveday and Mr Hatton left the group to form *Clouds*. It is far too late for a former member of the group to try and capture or recapture rights in the name, that ship sailed a long time ago.

26) The application is refused.

Costs

27) Mr Clarkson having been successful is entitled to a contribution towards his costs. I order costs upon the following basis:

Opposition fee:	£200
Statement of grounds:	£100
Considering counterstatement:	£50
Evidence:	£100
Attendance at hearing:	£100
Total:	£550

The award of costs takes into account that Mr Clarkson did not have legal representation and so the amount of the award is half of what would have been awarded if he had had legal representation, except for the statutory opposition fee.

28) I order Mr Joseph David Bower to pay Mr Kevin Robert Clarkson the sum of £550. This sum is to be paid within seven days of the expiry of the appeal period or within seven days of the final determination of this case if any appeal against this decision is unsuccessful.

Dated this 9 day of December 2008

**David Landau
For the Registrar
the Comptroller-General**