

O/292/13

TRADE MARKS ACT 1994

**IN THE MATTER OF TRADE MARK APPLICATION NO 2 618 925 IN THE NAME OF
MARTYN TODD PACKAGING LIMITED TO REGISTER IN CLASS 17 THE TRADE
MARK: TRAMOR AGRI WRAP**

AND

**OPPOSITION THERETO UNDER NO 103 679
BY TRAMOR LTD**

Background and pleadings

1. Martin Todd Packaging Limited (MTPL) applied to register the trade mark TRAMOR AGRI WRAP on 25/04/2012. This application was advertised in the Trade Marks Journal on 25/05/2012 in respect of plastic films for use in agriculture in Class 17.
2. Tramor Ltd (TL) oppose the registration. The basis of the opposition is, firstly, under Section 5(4)(a) of the Trade Marks Act 1994 ("the Act). This ground is based upon its alleged earlier rights in TRAMOR; it claims to have been selling agricultural silage wrap under this name since March 2011 and has acquired goodwill in relation to it. Use of the trade mark applied for would therefore result in misrepresentation and damage to the aforementioned goodwill. Secondly, under Section 3(6) of the Act. In this regard, Mr Martin Todd of the applicant had worked with the opponent in furthering the opponent's silage wrap product, an agreement which ended, according to the opponent in April 2012. The opponent considers that the applicant acted in a "consultant" capacity. As there was no consent to the subsequent application made by the applicant, the opponent considers this application to have been made in bad faith.
3. Martin Todd Packaging Limited (MTPL) filed a counterstatement denying the claims made. Specifically, MTPL argues that there was never a consultant relationship. Rather, that it was a "joint venture" and that it applied for the trade mark, the subject of these proceedings following a telephone conversation with the opponent during which it was suggested that it should make the application in order to carry on the silage wrap business.
4. Evidence has been filed by both sides. No Hearing has been requested nor have written submissions been received in lieu. This decision is therefore reached following careful consideration of the papers.

Legislation and the leading case-law

5. For reasons of procedural economy, the ground of opposition under Section 5(4)(a) of the Act will be considered first.
6. Section 5(4)(a) of the Act constitutes a ground of opposition in circumstances where the use of the applied for mark is liable to be prevented:

"(a) by virtue of any rule of law (in particular, the law of passing-off) protecting an unregistered trade mark or other sign used in the course of trade.."

7. The elements of passing-off (often referred to as the classic trinity) can be summarised as: 1) goodwill, 2) misrepresentation and 3) damage. In *Reckitt & Colman Products Ltd v Borden Inc* [1990] R.P.C.341, Lord Oliver summarised the position thus:

"The law of passing off can be summarised in one short general proposition - no man may pass off his goods as those of another. More specifically, it may be expressed in terms of the elements which the plaintiff in such an action has to prove in order to succeed. These are three in number. First he must establish a goodwill or reputation attached to the goods or services which he supplies in the mind of the purchasing public by association with the identifying 'get-up' (whether it consists simply of a brand name or trade description, or the individual features of labelling or packaging) under which his particular goods or services are offered to the public, such that the get-up is recognised by the public as distinctive specifically of the plaintiff's goods or services. Secondly, he must demonstrate a misrepresentation by the

defendant to the public (whether or not intentional) leading or likely to lead the public to believe that goods or services offered by him are the goods or services of the plaintiff...Thirdly he must demonstrate that he suffers, or in a quia timet action that he is likely to suffer, damage by reason of the erroneous belief engendered by the defendant's misrepresentation that the source of the defendant's goods or services is the same as the source of those offered by the plaintiff.”

8. The concept of goodwill was explained in *Inland Revenue Commissioners v Muller & Co's Margarine Ltd* [1901] AC 217 at 223 as:

“What is goodwill? It is a thing very easy to describe, very difficult to define. 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.”

9. To qualify for protection under the law of passing-off, any goodwill must be of more than a trivial nature¹. However, being a small player does not prevent the law of passing-off from being relied upon².

The relevant date

10. The matter must be judged at a particular point(s) in time. In *Last Minute Network Ltd v Office for Harmonization in the Internal Market (Trade Marks and Designs) (OHIM)* Joined Cases T-114/07 and T-115/07 the General Court stated:

“50 First, there was goodwill or reputation attached to the services offered by LMN in the mind of the relevant public by association with their get-up. In an action for passing off, that reputation must be established at the date on which the defendant began to offer his goods or services (*Cadbury Schweppes v Pub Squash* (1981) R.P.C. 429).

51 However, according to Article 8(4) of Regulation No 40/94 the relevant date is not that date, but the date on which the application for a Community trade mark was filed, since it requires that an applicant seeking a declaration of invalidity has acquired rights over its non registered national mark before the date of filing, in this case 11 March 2000.”

11. The relevant date at which TL must establish its goodwill and that the use of MTPL's mark is liable to be prevented is, consequently, 25/04/2012.

TL's evidence

12. This is a witness statement, from Rhodri Ogwen Morgan, A Director of TL. The following relevant information is contained therein:

- That TL is a business of himself and partner John Lewis;
- TRAMOR in respect of silage wrap was first used by TL on 17th March 2011;

¹ *Hart v Relentless Records* [2002] E.W.H.C. 1984

² See, for instance, *Stannard v Reay* [1967] F.S.R. 140, *Teleworks v Telework Group* [2002] R.P.C. and *Stacey v 2020 Communications* [1991] F.S.R. 49).

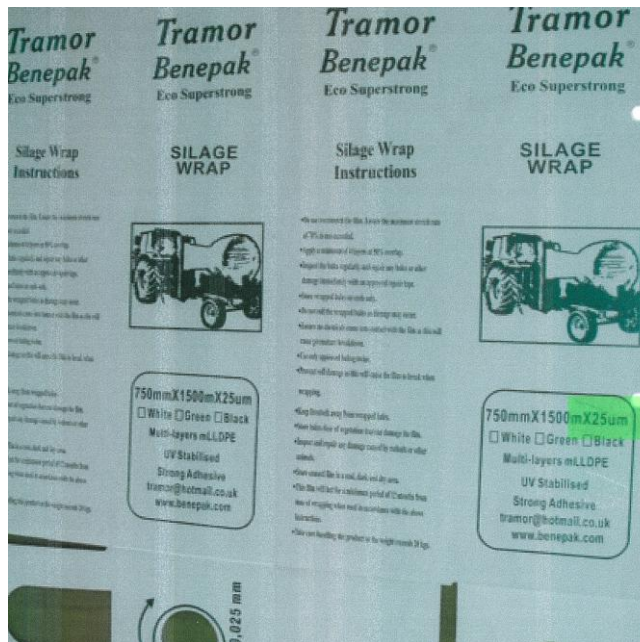
- Exhibit ROM3 is a copy of an advertisement that, according to TL, appeared in the Farmers Journal and other publications on 17th March 2011. The advertisement is displayed below:



- Also included in Exhibit ROM3 are numerous emails received by TL in response to this advertisement. Some are sent from “customers” in Southern Ireland and some in Northern Ireland.
- According to Mr Morgan, sales figures for silage wrap for the period 2011-2012 was £128,040, 880 rolls sold.
- Exhibit ROM5 includes a copy of a letter requesting payment from TL to a silage wrap customer in Wales. This is dated 8/11/2011. There are two other letters in the exhibit, from TL to customers of the silage wrap, dated 12/08/2011 and 15/08/2011 respectively. The content of the letters suggests an inspection of the products sold had occurred and that this inspection was undertaken by Martin Todd of the applicant. It is noted that all the aforementioned letters in this exhibit were written on behalf of TL with the element TRAMOR clearly displayed at the head of all the letters as shown below:



- Exhibit ROM 10 is an example of the initial packaging used by TL in respect of silage wrap. This is displayed below:



- Exhibit ROM 11 is a covering email in respect of this packaging which, according to Mr Morgan, confirms the first use as being in March 2011. It is noted that the email is dated 14/03/2011.
- Exhibit ROM 12 and ROM 13 are examples of packaging for future use, all display TRAMOR in respect of wraps. These are undated, but according to Mr Morgan are from November 2011.
- Exhibit ROM14 is a copy of the dealership agreement with the manufacturer of the silage wraps. This is dated 02/11/2011.
- According to Mr Morgan, Mr Todd of the applicant was appointed in April 2011 as a consultant to assist in furthering the opponent's silage wrap product due to his previous experience in the market. Mr Morgan is keen to stress that Mr Todd's involvement did not commence until after TRAMOR had been used by the opponent in respect of silage wrap. Evidence of this consultancy arrangement is provided, according to Mr Morgan, in exhibit ROM4 which is an email to the opponent's supplier, whereby Mr Todd introduces himself as a consultant to TL.
- Mr Todd's appointment came to an end, according to Mr Morgan in April 2012. Payments were made to Mr Todd in recognition of his efforts and copies of these payments are shown in Exhibit ROM7.
- According to Mr Morgan, at no point did TL agree to transfer, licence or assign to the applicant any intellectual property rights. Any claim from the applicant that Mr Lewis of the opponent company offered the applicant the opportunity to continue the business is denied.
- Mr Morgan claims that Mr Todd of the applicant utilized confidential information attained during his employment for his own personal benefit as he contacted the opponent's supplier and placed orders of the opponent's TRAMOR branded product. A copy of this email is included in Exhibit ROM8. Further, Mr Todd contacted the opponent's customers, according to Mr Morgan, to gain sales.
- Exhibit ROM 9 demonstrates, according to Mr Morgan, that Mr Todd is using the ® symbol on TRAMOR AGRI WRAP, when it is not a registered trade mark.

MTPL's evidence

13. This is a witness statement, from Mr Martin Todd of MTPL. The following relevant points are contained therein:

- In response to the claim under Section 5(4)(a), Mr Todd points out that TRAMOR is not a registered trade mark and that he has been advised by trading standards that he had not breached any registered trade marks by using it. Mr Todd argues that if TRAMOR was unique to the opponent's company and was important for its success, then why has it not applied to register it as a trade mark?
- Mr Todd argues he was neither employed by the opponent nor that he acted as a consultant. Rather, he claims he assisted the opponent in bringing the silage wrap product to market. The use of the word consultant by Mr Todd in any documentation provided by the opponent should therefore be viewed in the abstract and should not be taken as an admission of employment. Any letters claiming otherwise were written on behalf of TL and were approved by TL prior to sending.
- Payments made to Mr Todd were in respect of expenses only and were not a salary.
- Mr Todd claims that he had a 17 minute telephone conversation with Mr Lewis of TL on 2/04/2012. Exhibit 2 is a phone record which allegedly shows that this conversation took place (though not of course the content of the conversation). According to Mr Todd, during this conversation, Mr Lewis advised that TL would not be pursuing future sales of silage wrap and that TL was experiencing financial difficulty. Further, according to Mr Todd, Mr Lewis stated that it was "up to" Mr Todd to continue with the silage wrap business if he wanted to.
- Mr Todd considers that TL's claim that Tramor was exclusively associated with it is exaggerated. In support, Mr Todd argues that the trade mark applied for was never used by TL. Variations of TRAMOR were used instead, such as TRAMOR BENEPAK and proposed designs such as TRAMOR AGRI PLAST.
- Further, Mr Todd exhibits invoices at Exhibit 11 which are in respect of Tramor wrap but where the return address is that of a separate company of John Lewis, namely J&C Plant Ltd.
- Further, Mr Todd argues that TL is no longer interested in the silage wrap business. This, he asserts, is supported by exhibits 5, 6 and 7 to his statement. Exhibit 5 is an email dated 29th August 2012 in which TL's supplier of silage wrap confirming that it had received no contact from TL that season. Exhibit 6 is an undated letter from a customer of TL, whom Mr Todd admits was TL's largest customer for silage wraps, confirming the last contact with them was on 8th September 2011. Exhibit 7 is a letter, dated 12th February 2013, from another customer of TL. This customer also states that the last contact he had with TL was in October 2011. However, there is other content of note. Firstly, that he and other individuals had purchased "Tramor Wrap" in 2011, following a meeting at an agricultural show in July 2011. Secondly that he was pleased with the purchases and process. The customer claimed that "it worked well in 2011" and because of this, he contacted John Lewis of TL in October 2011 to enquire about prices for 2012. However, his calls were not returned and when Mr Todd began supplying wrap in 2012, he purchased more wrap from Mr Todd.
- Mr Todd provides evidence in exhibits 8 and 9 which, according to him, demonstrate that he placed his first order for silage wrap with his supplier on

06/04/2012 and that he placed further orders during May – July 2012. Further, that future orders have been placed.

- In respect of use of the ® symbol, Mr Todd accepts that this was premature and that all packaging and cartons have now been amended. Exhibit 10 which is copies of packaging appears to support this.
- Mr Todd claims that TL had a subsequent change of heart as regards the silage wrap business and is now attempting to sabotage the applicant's prospects of success by capitalising on the goodwill that the applicant has subsequently generated. Finally, Mr Todd explains that he has been involved with the distribution of TRAMOR wrap since 2011 and he is committed to continuing the business. A change of name at this stage would be of great detriment to these efforts.

Analysis of the evidence

Preliminary remarks

14. In respect of the customer letters filed by Mr Todd, it is noted that they appear to have been solicited for the purpose of these proceedings. As such, they are to be treated as hearsay evidence and will be given the appropriate weight³. To this end, though witness statements could have been procured instead, there is nothing to suggest that the letter writers had any motive to conceal or misrepresent matters. Though they were not composed contemporaneously, one of them is dated a relatively short period after the events referred to (a few months afterwards). There is also nothing to suggest that these letters have been adduced as hearsay so as to prevent proper evaluation of their weight. Bearing in mind all of the aforesaid and the contents of Tribunal Practice Notice 5/2009, it is considered that the content of these letters can be given at least some weight.
15. The critical issue in appraising the evidence filed in these proceedings is to ascertain the position as at the application date, namely 25th April 2012. Mr Todd has gone to great pains to stress his current trading activities and also his plans for the future. Further, much of the thrust of Mr Todd's defence is in respect of his assertion that TL are no longer trading in silage wrap and have no intention of doing so in the future. He appears to be firmly of the view that these two arguments are persuasive enough to clear the way for him in registering the trade mark applied for. However, the former argument is not relevant to the matter at issue here which is whether, by 25th April 2012, TL had acquired goodwill in the silage wrap business in respect of the name TRAMOR and if there is goodwill whether there is misrepresentation and damage caused to any earlier right as at that date. In relation to the latter argument of Mr Todd, this is relevant and, the guidance in *Starbucks (HK) Ltd v British Sky Broadcasting Group Plc* [2012] FSR 29 is helpful, in particular at paragraph 138 which states:

138 *PCCU's service* . I am satisfied that PCCU's service had generated some degree of reputation and goodwill in the United Kingdom under the name NOW by the time it was closed in January 2002, but on the evidence it is clear that the extent of this was modest. Furthermore, over 10 years elapsed between then and the announcement of Sky's service. It is common ground that, if a business has not been abandoned in a manner which results in its

³ Tribunal Practice Notice 5/2009 Correspondence solicited for proceedings

goodwill being destroyed, a residual goodwill may continue to subsist for a time after the business has ceased trading: see Wadlow, *The Law of Passing Off*, 4th edn, at §§3–220 to 3–226. In principle, the lesser the extent of the original goodwill and the more time that has elapsed since the business ceased trading, the more one would expect the residual goodwill to have evaporated; but the extent of any residual goodwill in any particular case is a matter for evidence. In the present case there is no direct evidence that any goodwill continued to exist in March 2012. In my judgment there is no sufficient evidence from which the continued existence of any goodwill can be inferred. It follows that the claim for passing off based on the goodwill generated by PCCU's service fails.

16. Further, in *Pavel Maslyukov v Diageo Distilling Ltd and Diageo Scotland Ltd* [2010] RPC 21 at paragraph 80, the court said:

80 Counsel for Diageo submitted that the hearing officer in the present case had made the same error as the hearing officer in *Mary Wilson* [2003] E.M.L.R. 14 of equating cessation of use with abandonment of goodwill. I agree with this. As indicated by the statements of the law I have quoted from Kerly's *Law of Trade Marks and Trade Names*, 14th edn, 2005, Professor Wadlow's book and Ultraframe [2005] EWHC 1638 (Ch), the test is whether the relevant business has been abandoned so as to destroy the goodwill. Mere cessation of business is not enough. Moreover, as *Mary Wilson* [2003] E.M.L.R. 14 illustrates, cessation of production of goods or provision of services does not necessarily mean that there has been a cessation of business capable of sustaining goodwill, still a less a destruction of the existing goodwill.

17. In considering the evidence filed, it is noted that TL have filed evidence of an advertisement which appeared in March 2011 in the Farmers Journal and other publications, though it neglects to inform as to what these other publications were. There are also a handful of emails received in response to this advertisement, though whether these resulted in concrete sales is unclear. There are a handful of letters, describing inspections that were undertaken by Mr Todd on behalf of TL regarding the quality of the wrap supplied. These appear to confirm that sales of silage wrap were made. There are no invoices filed by TL, though they have filed evidence of a dealership agreement with a supplier. There is also a letter requesting payment from a customer dated 8th November 2011. The customer facing evidence, namely the advertisement, emails and letters all display TRAMOR in respect of TL. Overall, it is considered that the evidence filed by TL does contain some defects as regards establishing goodwill and is not as cogent as it potentially could have been. However, this is not the end of the matter as the evidence filed by Mr Todd contributes to the overall picture here. The first point of note is that Mr Todd seems to accept that TL made sales of TRAMOR wrap. He describes his involvement and activities with TL and these all indicate that TL was conducting a business in respect of silage wrap prior to the application date. There are also several references to customers of silage wrap during Mr Todd's witness statement. Further, Mr Todd has filed evidence via customer letters (which although are hearsay can be given at least some weight), in order to demonstrate that TL lost interest in selling silage wrap. He even refers to one of the letters as being from TL's biggest customer. However, in filing these letters, he has demonstrated that sales of silage wrap do appear to have been made by TL prior to the application date. He has also, by filing these letters as evidence, demonstrated that TL attended agricultural shows. In addition, one of the customer

letters filed contain content which suggests that the said customer was pleased with the products provided by TL, so much so that it contacted John Lewis of TL in order to use them again the following year. Bearing in mind the definition of goodwill, namely the “attractive force that brings in custom”, there is at least a suggestion that this is illustrated here. Finally, as to Mr Todd’s argument that TL are no longer trading in silage wrap, bearing in mind the guidance referred to above, a cessation of production of goods or provision of services does not necessarily mean that there has been cessation of a business capable of sustaining goodwill nor that there has been destruction of existing goodwill. It is noted that the evidence pertaining to sales made (and so to goodwill) is dated between March and November 2011. The relevant date is five months later, in April 2012. It is considered that this is a relatively short period of time. The evidence is inconclusive as to when TL ceased selling silage wrap (or even if they have). But even in the worst case scenario (from the viewpoint of TL), the period of time between the last dated evidence of trade and the relevant date in these proceedings is just five months.

18. Before reaching a conclusion as to goodwill, there are two additional arguments from Mr Todd to consider. Firstly, Mr Todd argues that TRAMOR wrap was not exclusive to TL. In this regard, he exhibits invoices for TRAMOR wrap being sent to an alternative company of John Lewis of TL. It is considered that the guidance in *Associated Newspapers Ltd v Express Newspapers* [2003] FSR 51 is helpful in this respect:

“28 As Mr Watson implicitly accepts, there is no requirement in the law of passing off that the claimant’s reputation has to be exclusive. There have been a number of cases where a claimant has succeeded even though he was not the only trader with a reputation in the mark. A newcomer who adopts a mark employed by more than one competitor and thereby deceives the public harms each of them. There is no reason in principle and no authority which suggests that because a number of proprietors are harmed, none of them can seek to restrain the interference with their trade”.

19. It is considered that the above guidance has the effect that even if some invoices for Tramor wrap were paid to an alternative company, this does not negate any goodwill which may or may not have been acquired by TL.
20. Secondly, in an email 13th June 2013, dated Mr Todd informed the Tribunal he regularly checks the status of TL via the Companies House web check and that during his latest check on 13th June 2013, TL’s status on the Companies register was listed as “dormant”. Further, Mr Todd indicated that he wished this to be taken into account during this decision. A dormant company is defined as being a company which has failed to file any accounts for the previous financial year. In this case, this appears to be in respect of the financial year 2012-2013. However, the evidence filed in this case is from an earlier period between March and November 2011. It is considered that a dormant status does not have a negative impact on the evidence filed as there is no overlap between the time periods as all of the evidence filed is from an earlier time period.
21. In conclusion and in bearing in mind the evidence **as a whole** filed in these proceedings, it is considered that, on balance, by the application date TL had acquired goodwill in respect of TRAMOR as regards silage wrap and this goodwill had not been destroyed by any cessation in business by TL.

Final Remarks

22. It is noted that Mr Todd refers to his involvement with the silage wrap business with TL as a “joint venture”. It is unclear as to what Mr Todd is arguing here. Presumably he considers that he has a claim to the goodwill acquired. If this is indeed what Mr Todd is arguing, there are two points of note. Firstly, the evidence in the case demonstrates that his involvement began after the first advertisements appeared in the Farmers Journal in March 2011 which negates somewhat against the idea of a joint venture. Mr Todd himself accepts that his involvement began in April 2011 (at paragraph 3 of his witness statement). Secondly, it is considered that the evidence, on the whole, shows that at the date of application, the silage wrap business using TRAMOR was associated with TL and not Mr Todd.

Misrepresentation and damage

23. Having decided that goodwill has been established, the next step is to consider whether or not there has been a misrepresentation. In this respect, the guidance provided by Morritt L J in the Court of Appeal decision in *Neutrogena Corporation and Anr. V Golden Limited and Anr.* [1996] RPC 473 is helpful when he confirmed that the correct test on the issue of deception or confusion was whether, on the balance of probabilities, a substantial number of the opponent’s customers or potential customers would be misled into purchasing the applicant’s products in the belief that it was the opponent’s. Further, Lord Fraser in *Erven Warnink BV v J Townend & Sons (Hull) Ltd* [1980] RPC 31 HL, stated that the opponent must show that “he has suffered, or is really likely to suffer, substantial damage to his property in the goodwill”.
24. The tribunal must be satisfied that the goods offered under MTPL’s mark would be taken (or likely to be taken) by the relevant public to actually be the responsibility of TL. In terms of the “public”, this means a substantial number of TL’s customers or potential customers. Although an intention to misrepresent would be a highly relevant factor, it is not a prerequisite. Misrepresentation can be found in innocent circumstances.
25. The trade mark applied for is TRAMOR AGRI WRAP. The earlier sign is TRAMOR with additions such as BENEPAK and ECO SUPER STRONG SILAGE WRAP as displayed above. The latter will clearly be seen as a descriptor. The former has the appearance of an invented term. However, in any case, the closeness between these and the trade mark applied for is obvious and so it is considered that there is clearly potential for misrepresentation to arise. The goods in question must also be considered.
26. Whilst there is no requirement for there to be a common field of activity of the respective parties, see *Lego Systems A/S v Lego M Lemelstrich Ltd* [1983] FSR 155, the level of similarity of the respective goods and services is, nonetheless, a relevant factor as demonstrated in *Harrods Ltd v Harrodian School* [1996] RPC 697, where Millett LJ stated:

“The absence of a common field of activity, therefore, is not fatal; but it is not irrelevant either. In deciding whether there is a likelihood of confusion, it is an important and highly relevant consideration.”

and

“The name "Harrods" may be universally recognised, but the business with which it is associated in the minds of the public is not all embracing. To be known to everyone is not to be known for everything.”

and

“It is not in my opinion sufficient to demonstrate that there must be a connection of some kind between the defendant and the plaintiff, if it is not a connection which would lead the public to suppose that the plaintiff has made himself responsible for the quality of the defendant’s goods or services.”

27. In this case, there is a common field of activity as the earlier goodwill was established in respect of a business supplying silage wraps and the trade mark applied for is in respect of plastic films for use in agriculture. They are clearly targeted at the same consumer.

28. In relation to damage, there is a likelihood of damage on a number of fronts. There could be loss of sales, e.g. people buying MTPL’s products rather than those of TL. There could also be damage to the business in a more general sense. This can clearly be seen in *Ewing v Buttercup Margarine Co Ltd*, 34 RPC 232 where it was stated:

“To induce the belief that my business is a branch of another man’s business may do that other man damage in all kinds of ways. The quality of goods I sell; the kind of business I do; the credit or otherwise which I might enjoy – all those things may immensely injure the other man who is assumed wrongly to be associated with me.”

29. To illustrate the point, in *WS Foster & Son Limited v Brooks Brothers UK Limited* [2013] EWPC 18, Mr Recorder Iain Purvis QC stated:

“Damage

55 Although proof of damage is an essential requirement of passing off cases, it will generally be presumed where a misrepresentation leading to a likelihood of deception has been established, since such deception will be likely to lead to loss of sales and/or more general damage to the exclusivity of the Claimant’s unregistered mark. Mr Aikens accepted that if there was a misrepresentation in the present case, then he had no separate case on damage. I hold that damage is inevitable, at least in the sense recognised in *Sir Robert McAlpine v Alfred McAlpine [2004] RPC 36* at 49 (the ‘blurring, diminishing or erosion’ of the distinctiveness of the mark).”

30. Bearing in mind all of the foregoing, it is considered that damage to TL is inevitable.

31. The opposition under Section 5(4)(a) of the Act therefore succeeds in its entirety. As such, there is no need to go on to consider the claim made under Section 3(6) of the Act.

COSTS

32. The opponent has been successful and is entitled to a contribution towards its costs. I award the opponent the sum of £1000 as a contribution towards the cost of the proceedings. The sum is calculated as follows:

Statutory fee for filing opposition - £200
Filing notice of opposition and considering counterstatement- £300
Filing evidence and considering applicant's evidence - £500
Total £1000

33. The above sum should 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 day of July 2013

Louise White

**For the Registrar,
The Comptroller-General**