BOMBAY HIGH COURT

Ramji Karamsi

Vs.

Unique Motor and General Insurance Co. Ltd

O.C.J. Suit No. 1531 of 1944

(Bhagwati, J.)

04.03.1948

JUDGMENT

Bhagwati, J.

1. Two persons, Ramdas Vasanji and Ranchhoddas Moolji who lived at Poonani had each a cargo of bags of cocoanuts lying at Calicut awaiting shipment to Bombay. They engaged Ramji Karamsi the plaintiff as commission agent to forward the same to Bombay by boat after insuring it against perils of the sea. The plaintiff insured on 21-4-1943 the goods with the defendant the Unique Motor and General Insurance Co. Ltd. and paid the premia. The policy of insurance contained inter alia a condition that "no claim will be admitted unless properly made and proved within 40 days from the date hereof." The plaintiff next arranged to send the cargo by a country craft called "Karimi" to Bombay, and paid the freight. The cargo was loaded on 23rd April and the boat sailed on 24th April. The boat on the way struck against a rock and foundered with the cargo with all men on board except one. The loss came to the knowledge of the plaintiff on 30-5-1943 when he wrote to the defendants and informed them to do the needful and take necessary action, if any injuries had affected the vessel. On 31-5-1943, the defendants wrote asking for information as regards the place and port where the craft met with the accident so that arrangements could be made. The plaintiff was prompt in his reply to the above letter. On 31-5-1943 he wrote thus :

> "Regarding the above vessel I have to inform you that my brokers have received a telegram from Veraval sent by Esmail Sakoor on 29th inst. Which reads as : 'Regret Karimi total lost with eight sailors inform merchant collect remaining freight send here no information of Farooki please enquire wire."

Any how I am trying to get further particulars in the above matter and shall revert on hearing the same."

On 3-6-1943, the plaintiff again wrote as follows :

> "I understand from a message received to my vessel broker that the above vessel was lost and sunk near Mulgaon which please note."

On 4-6-1943 the plaintiff sent a bill :

> "Claim under Policy No. 2189, dated 21-4-1943 c/c Karimi Tindal Hira from Calicut to Bombay.

To value of 455 bags moist cocoanuts as per the above policy Rs. 4850-0-0" The bill was accompanied by a letter of even date stating:

> "I beg to submit herewith my claim bill in duplicate for Rs. 4,850 only for the 455 bags moist cocoanuts shipped to Bombay per the above vessel under Policy No. 2189 of 21-4-43 and which was sunk near Mulgaon.

Kindly arrange for an early payment of the same. Any further vouchers required for the settlement of the above claim would be sent to you on hearing from you.

I hope the above claim is in order and acknowledge receipt."

The defendants maintained silence till 17-12-1943 when they wrote as follows :

> "From the papers submitted by you it appears that Satmi is dated 29-4-1943. So the craft must have sailed after that date.

This risk was covered by us on 20-4-1943. So the craft has actually started later than 7 days and thus has committed a breach of warranty No. 8 of our policy. The intimation of the claim was given to us after 40 days, thus violating another clause of the policy. Hence your claim cannot be admitted by us." After further correspondence eventually on 23-11-1944 the plaintiff filed a suit to recover Rupees 4,850 from the defendants, alleging as follows :

> "The plaintiff submits that the claim was made by the plaintiff's letter dated 4-6-1943 and that the said claim was properly made and the fact that it was not made within 40 days does not invalidate the same. The plaintiff further submits that the said stipulation as to time is not absolute and the obligation of the plaintiff was to make the claim within reasonable time after he came to know of the loss and due regard should be had to the sources of information regarding the circumstances attending the said loss."

The defendants contended, that the plaintiff did not make any claim under the policy by his letter of 30-5-1943 and that the claim was not properly made or was made or proved within 40 days of the date of the policy, the fact that the claim was not made within 40 days invalidated the claim: that the stipulation as to time was absolute and that the obligation of the plaintiff was to make a claim within a reasonable time after he came to know of the loss. [After narrating facts above summarized, his Lordship proceeded.] The first point which has been seriously agitated before

me is whether the plaintiff had an insurable interest in these goods. It was urged by Mr. Shelat for the defendants that the plaintiff was merely an agent having no insurable interest in these goods. His employment was merely for the purpose of handling these goods with a view to ship them in a country craft, take out an insurance policy against them and forward the same to his principals Ramdas Vasanji and Ranchhoddas Moolji. Mr. Hathi for the plaintiff, on the other hand urged that the plaintiff was not merely an agent handling the goods in the manner suggested by the defendants. He was a commission agent doing the work of shipping and forwarding agent. He was a bailee or in any event an agent who was instructed and authorised by Ramdas Vasanji and Ranchhoddas Moolji to effect the insurance of these goods in his name, that he had in any event an insurable interest in these goods, if no more, at least to the extent of the freight charges which he had paid in connection with the goods the insurance premia which he had paid in effecting insurance thereof and the commission which he earned in the execution of the commission agency. Having got that interest, it was urged by Mr. Hathi for the plaintiff, that the plaintiff was entitled to maintain this suit against the defendants, the only liability of his being after recovery of the same from the defendants to hand over to his principals Ramdas Vasanji and Ranchhoddas Moolji the balance of the monies so recovered after deducting the monies which they, the principals, owed to him in connection with the work which he had done for them as their commission agent.

2. Mr. Shelat drew my attention to certain passages from Halsbury's Laws of England, Hailsham Edn. vol. XVIII, in support of his contentions. He drew my attention to a passage at p. 218, para. 293, as under:

> "In particular a person is interested in a marine adventure when he stands in any legal or equitable relation to the adventure or to any insurable property at risk therein in consequence of which he may benefit by the safety or due arrival of insurable property, or may be prejudiced by its loss or by damage thereto or by the detention thereof, or may incur liability in respect thereof."

Again a passage in para. 294, at the same page;

> "The assured, in order to recover under a policy, must be interested in the subject-matter, insured at the time of the loss....."

He drew my attention to another passage at p. 390, para. 562:

> "Where there is a general averment of interest in the entire subject matter insured, the plaintiff who proves an interest in part may recover pro tanto." He also drew my attention to a passage from Porter's Law of Insurance, 8th Edn. (p. 59):
> "Agent insuring consignee. - A person insuring as agent for another cannot recover as a principal on the policy."

He also relied upon the observations of Willes J. in *Seagrave v. Union Marine Insurance Co*[1]*.,*

> "We are not aware that it has ever been held that a mere agent, without possession or lien,

has an insurable interest to the extent of the value of the goods, simply because his name appears in the bill of lading instead of that of his principal; and the general rule is clear, that, to constitute interest insurable against a peril, it must be an interest such that the peril would by its proximate effect cause damage to the

[1](1866) L.R.1 C.P. 305 : (35 L. J. C. P. 172) (p. 320)

assured." Relying upon these authorities Mr. Shelat submitted that on the facts of this case as established on the evidence tendered before me the plaintiff had no insurable interest in the goods the subject-matter of the suit policy.

3. Mr. Hathi, on the other hand, drew my attention to other passages from Halsbury's Laws of England, Hailsham Edition, vol. XVIII, particularly, the passage occurring at p. 208, para. 277:

> "From the introductory clause of Lloyd's policy it is apparent that the policy may be effected in the name either of the assured, or of the broker, or of an agent of the assured whether or not he employs a broker. Such broker or agent need not, however, be described in the policy as broker or agent, and the action on the policy may be brought either in the name of the assured or in that of such broker or agent."

4. Amongst other authorities in support of this proposition, there is the case of Provincial Insurance Company of *Canada v. Leduc*[2], where their Lordships observed (p. 244) :

> "Mr. Justice Badgley appears to have overlooked the evidence of Jean Baptiste Vigneau, when he stated that his interest in the insurance money did not exceed one-half share thereof. It is clear that an agent who insures for another with his authority may sue in his own name."

He also relied upon *Kanji Dwarkadas v. Haridas*[3], and the passage occurring therein (pp. 1215, 1216) :

> "The learned counsel for the defendants in support of his contention cited several passages from the Encyclopedia of the Laws of England on the subject of insurable interest. The passage which was not cited and which I think correctly summarizes the authorities on the subject is at p. 587 of Vol. VIII of the Encyclopedia. It is there stated, 'Besides the foregoing different kinds of 'assured' who can enter into a policy, policies can also be effected by agents for the assured.' In order to do so, agents must have an authority from their principals,- express, implied or ratified."

5. The law on this head is summarized to the same effect at p. 52 of Porter's Laws of Insurance, Edn. 2.

6. A common carrier, a factor, a broker, a pawn broker, and a wharfinger have an insurable interest in the goods entrusted to them. If they insured their goods to the full value, they are entitled to recover the same from the insurer, and on recovering they would be entitled to satisfy their own claims, if any, and to hold the balance as trustees for the real owner of the goods. See

Sidawags v. Todd[4],

7. He also drew my attention to some passages from Porter's Laws of Insurance, Edn. 8, (p. 56) :

[2](1874) L. R. 6 P. C. 224 : (43 L. J. P. C. 49)
[3]13 Bom. L. R. 1211 : (36 Bom. 484)
[4](1818) 2 Stark. 400 : (20 R. R. 703)

> "Bailee. - A common carrier, pawnbroker, factor, broker and wharfinger have an insurable interest in the goods entrusted to them ; but if they insure the goods to their full value and receive it, they will, after satisfying their own claims, be trustees of the balance for the real owners or bound to repay the overplus."

and (p. 61)

> "Commission agent. - A commission agent is to all the world but his principal for all intents and purposes the owner of the goods, and in an insurance in his own name on the goods, if the policy was so intended, he can recover the full damage, and not merely the amount of advances on the goods, with interest, and the mercantile commission and charges as factor."

and (p. 69)

> "Covenant to insure. - A covenant to insure gives an interest, and it has been decided that where the covenant was to insure two sets of premises held for different terms for 2000, the obligation to insure in that amount continued after the expiry of the shorter term."

Relying upon these authorities Mr. Hathi submitted that on the facts of this case the plaintiff had authority from his principals Ramdas Vasanji and Ranchooddas Moolji to effect the insurance of these goods, that he had incurred various costs, charges and expenses in connection with these goods in the course of the transhipment thereof from the country craft by which they originally came to the country craft "Karimi" at Calicut, that he had paid the freight to the owner of the country craft "Karimi" at Calicut for transporting these goods from Calicut to Bombay and that he had paid the insurance premia to the defendants against the policy of insurance which he effected, viz., the policy in suit. He therefore, argued that the plaintiff had an insurable interest in these goods to the extent of those charges if no more and that under the circumstances he was entitled to maintain this suit, the only liability upon him, in the event of his recovering the full amount of the claim from the defendants, being to hand over the balance to his principals, Ramdas Vasanji and Ranchhoddas Moolji, after deducting there from the dues from them to him as also the costs, charges and expenses which he may not be able to recover from the defendants in the matter of the claim which he prosecuted against them.

8. On a consideration of these rival contentions I have come to the conclusion that the plaintiff had an insurable interest in the goods at the time when the policy was effected as also at the date of the loss. No doubt the authorities which have been relied upon by Mr. Shelat lend some support to his contention that until the plaintiff established that he was the owner of the goods, he would not be able to contend that he had an insurable interest in the same, and that the contract of insurance being a contract of indemnity, the plaintiff could not say that he was damnified in the

sum of Rs. 4850 unless and until he also showed that he was put to the loss in the manner contended by the plaintiff. This is however, the general position. There are transactions entered into by the owners of goods through mere brokers who act as their agents in the matter of the taking out of the policies of insurance from the insurers. An agent acting merely as such even though he took out the policy in his own name would not be entitled to sue on the policy because he would by no stretch of imagination be said to have an insurable interest in the goods which he had insured with the insurers. Where, however, there is an authority given by the principal to the agent to effect an insurance in his name, where the agent not merely carries out the instructions of the principals to effect the policy of insurance but incurs further liabilities as commission agent or as bailee in respect of the goods which have been so entrusted by the principals to him and incurs costs, charges and expenses in connection with the same which he would, by reason of the agent's lien or the bailee's lien on these goods, be entitled to recover as against and from the goods, he could not be said to have had no insurable interest in the goods in respect of which he effected the policy of insurance, and the authorities which have been relied upon by Mr. Hathi do support this conclusion of mine. It is in evidence here that as a matter of fact in respect of the goods of Ramdas Vasanji comprising 300 bags of cocoanuts the plaintiff incurred costs, charges and expenses inclusive of the freight charges as also the insurance premia aggregating to Rs. 347-5-0 and in respect of the goods of Ranchhoddas Moolji comprising of 155 bags of cocoanuts he similarly incurred costs, charges and expenses to the extent of Rs. 128-12-6. If nothing more, the plaintiff had an insurable interest in these goods to the extent of Rs. 347-5-0 and Rs. 128-12-6. This is sufficient to bring the case of the plaintiff within the authorities relied upon by Mr. Hathi.

9. The further position which can also be brought to the aid of the plaintiff is that according to the evidence of Ramdas Vasanji, and I take it that this was also the position with Ranchhoddas Moolji, the plaintiff was entrusted with the task of sending these goods to Bombay as the commission agent of the parties. The entrustment of the goods to him was made for the purpose that he should effect an insurance on these goods, load them in the country craft available and send the same to Bombay. After the purpose was effected, viz. effecting the insurance and loading of the goods in the country craft, they were to be dispatched and delivered in terms of Section 148, Contract Act, to the parties named by the principals Ramdas Vasanji and Ranchhoddas Moolji. On this statement of facts, the plaintiff would be deemed to be a bailee in respect of these goods, and the case of the plaintiff in so far as he contends that he had an insurable interest in these goods would be stronger still than his case if the position merely was that he was an agent with an authority from the principals to effect an insurance on these goods with the insurers. On all these considerations which I have above referred I have come to the conclusion that there is no substance in the contention of the defendants that the plaintiffs had no insurable interest in these goods. I hold that at all material time the plaintiff had an insurable interest in these goods.

10. The next point which has been equally seriously contended is that under the terms of the policy, "the adjustment of all losses and other matters relating to this insurance shall in like manner be made agreeable to the tenor of this policy, but no claim will be admitted unless properly made and proved within forty days from the date hereof." On the strength of this term in the policy Mr. Shelat for the defendants contended that if regard be had to the correspondence which took place between the plaintiff and the defendants before the institution of the suit, the plaintiff had certainly failed to properly make and prove his claim within 40 days from the date

of the policy. The policy was dated 21-4-1943, and the outside limit within which the claim should have been made by the plaintiff in accordance with this term of the policy was 31-5-1943. He also contended that the letter dated 31-5-1943, was not a letter by which it could be said that the claim was properly made, much less proved, because the only letter by which the claim could be said to have been formally made was the letter dated 4-6-1943, and the only letter by which the proofs in whatever form they then were submitted by the plaintiff was the letter dated 6-9-1943. Mr. Shelat contended that this term was a condition precedent to the plaintiff being entitled to maintain this suit and this condition precedent not having been observed or fulfilled by the plaintiff, the defendants were absolved from all liability in connection with this claim and the plaintiff had no cause of action left in him which he could maintain in this suit.

11. Mr. Hathi, on the other hand, contended that this term was not a condition precedent but was merely put in as a prima facie requisite of the proof which the defendants expected and required the plaintiff to furnish before they could be called upon to admit the claim if made by the plaintiff. He argued that there were a number of events in which the plaintiff could, by no human effort or by no amount of diligence on his part, be expected to comply with this term and it could never be the intendment of this policy that the plaintiff would be absolutely debarred from making his claim if he did not literally comply with this term of the policy. He contended that this term should not be strictly construed and that if there was a reasonable compliance with this term within a reasonable time of the occurrence of the loss having regard to the circumstances of the case, the plaintiff should not be held debarred from maintaining the suit.

12. In support of his contention Mr. Shelat relied upon a passage from Halsbury's Laws of England, Hailsham Edn. Vol. XVIII, p. 188, para. 249, which lays down a rule of construction of insurance policies:

> "Of rules of construction which have reference only to the words actually used, and not to the admission of parol evidence for the purpose of explaining or adding to the contract, one of the most important is that full effect must, if possible be given to every provision, written or printed, contained in the policy, although it may be one which the assured would have rejected, had it been present to his mind at the time of his entering into the contract,...."

and another passage at p. 462, para. 683 :

> "The stipulation in practice prescribes a time within which the particulars and proofs are to be delivered. Where, as is generally the case, delivery within the prescribed time is made a condition precedent to the liability of the insurers, the insurers are absolved from liability by a failure to deliver the particulars or proofs within the prescribed time."

13. He relied upon a case in *South British Fire and Marine Insurance Co. v. Brojo Nath Shaha*[5], where it was held that:

> "The term 'warranty' as used in a policy of Marine Insurance is used to denote two different kinds of conditions : (i) a condition to be performed by the assured, and (ii) an

exception from or limitation on the general words of the policy. In the first case the warranty is a condition precedent to the policy, whether it be precedent to

[5]36 Cal. 516 : (2 I. c. 573)

the effectual making of the policy, or precedent to the accrual of the right to sue thereon, or whether it declares the events in which forfeiture ensues, or deals with the mode of settling disputes, or limits the period for bringing a claim : in all such cases, whether the conditions be material to the risk or not, they must unless waived be fulfilled with the most scrupulous exactness, and if not so fulfilled, there is a breach of an express stipulation which is one of the essential terms of the contract and the insurer is discharged from liability as from the date of the breach of warranty : the assured must prove that he has complied with all such warranties as being conditions precedent to the policy attaching, or that the performance thereof has been effectually waived."

It was also held in this case that the fact that the condition might be impossible of fulfillment could not affect the liability with the result that even if in a particular case an assured would not be able to know of the loss of the vessel or the goods loaded therein within the period of 40 days and could not therefore by any efforts or diligence comply with this term of the policy, that circumstance would not avail him.

14. Mr. Hathi, on the other hand, relied upon a passage from Porter's Laws of Insurance (p. 201):

"Stipulations with regard to proof do not touch the substance of the contract, but relate only to the form or mode of ascertaining and proving the liability of the insurer; and the proofs may be submitted to the officers of the insurance company, who must give an opinion on their sufficiency in the ordinary course of their employment."

Then further (p. 202):

"Particulars of loss. - The condition will not be strictly construed. It means that the assured is within a convenient time after the loss to produce to the insurers something which will enable them to judge whether he has sustained a loss or no, and, if from any cause it is impossible to give the preliminary proof within the time, it would seem (and it certainly is just) that reasonable time should be allowed, The assured, of course, cannot be expected to give notice till he knows himself, and if he is away at the time of fire no objection can be taken on the ground of any delay caused by such absence."

15. He also relied upon the case of *Stoneham v. Ocean, Railway and General Accident Insurance Co*[6]*.,* where a policy of insurance covered death caused by accident happening within the United Kingdom and was made subject to a condition that in case of fatal accident notice thereof must be given to the insurers within seven days. The assured was accidentally drowned in Jersey. It was impossible to give notice within seven days. In an action on the policy it was held that the accident happened within the United Kingdom and that notice was not a condition precedent to the right to recover and the insurers were liable. Mathew J. observed as follows (p. 240):

> "The clause, which I have already read, requiring notice of a fatal accident to be given within seven days, must be intended to apply both to a fatal accident followed by death after a long interval and to an accident instantaneously fatal, and Mr. Cohen was compelled to admit that the construction he was contending for would in many cases render the policy an honour policy, that is, a policy on which the company could pay or not as they thought fit. The notice is not stated to be a condition of liability, nor is there any stipulation that if no notice is given the policy shall be void. The clause is probably inserted in order to save the company from the extra expense which they would incur if they had to investigate the circumstances of accidents at long intervals after their occurrence. On consideration of all the terms of the document, I am satisfied that, according to the correct interpretation, the giving of notice of the accident within seven days is not a condition precedent to the enforcement of the policy."

Cave J. was also of the same opinion which he expressed at p. 241. [His Lordship after dealing with points not material to this report continued:]

16. No doubt if the term of the policy which the defendants are relying upon was a condition precedent, the plaintiff has not performed that condition and the defendants would be absolved from all liability. If, however, I come to the conclusion on looking at the terms of the policy as a whole that this condition was not a condition precedent, then as held in *Stoneham v. Ocean, Railway and General Accident Insurance Co*[7]*.,* by Mathew J. the clause is probably inserted in order to save the company from the extra expense which they would incur if they had to investigate the circumstances of accidents at long intervals after their occurrence, and, therefore, not a condition precedent. The plaintiff would then be entitled to succeed because on the facts of the case as I have found, he made such claim as he could on 31-5-1943, which was well within the 40 days prescribed under the term relied upon by the defendants and submitted his formal claim also at the earliest opportunity on 4-6-1943, furnishing the proofs as best as he could by the letters which he followed up on 30-7-1943 and 6-9-1943. In the latter event the plaintiff would certainly be entitled to succeed as having substantially complied with this term of the policy.

17. Having given anxious consideration to the terms of the policy I am unable to hold as it has been contended by Mr. Shelat for the defendants that this condition of the policy was a condition precedent. If one sees the earlier term of this policy, it is stated:

> "Beginning the adventure upon the said goods and merchandise from the loading..... abroad the said vessel and so to continue and endure until the said goods and merchandise.....safely landed at port of destination provided that the same shall be done within four.....after the first arrival at the aforesaid port of discharge and that this insurance shall not.....in force for a longer period than forty days from the date of commencement of this adventure."

The policy was to enure only for a period of 40 days from the loading of the vessel. If the loading of the vessel was to be a terminus a quo for the commencement of the risk under the policy, that

would be on date 24-4-1943. Forty days therefrom would be 4-6-1943, so that the period of the policy was up to 4-6-1943, and the risk would be covered up to that

[6](1887) 19 Q. B. D. 237 : (57 L. T. 236)

[7](1887-19 Q. B. D. 237 : 57 L. T. 236)

date. If the country craft was lost or the goods were lost by one of the perils of the sea insured against even on 3-6-1943, the assured will be entitled, if regard be had to this term, to have his claim registered and entertained by the defendants. But the term of the policy which has been relied upon by the defendants would mean that the claim must be formally made and proved by the assured within 40 days thereof, i.e., the policy which would, taking the date of the policy as 21-4-1943, bring this period of 40 days up to 31-5-1943. Even though the loss be incurred on 8-6-1943, the assured would be without a remedy, because he would not have formally submitted and proved his claim by 31-5-1943, which he ought to have done if his claim was to be a good claim, having regard to this term of the policy. A more absurd result could not possibly be conceived. It could never be intended by any men in their senses that when the risk of the policy was to run right up to 4-6-1943, and the loss which occurred on or before that date would be considered by the insurance company, the insurance company would be relieved of all liability because on a strict interpretation of this term which is relied upon by them and submitted by them to be a condition precedent, the assured could in no event make the claim before 31-5-1943. I decline to entertain any further discussion on this point and I do say with all the emphasis at my command that no such absurd result could ever be contemplated in a policy of insurance which could be entered into in any event between sane people. The result, therefore, is that, in my opinion, this term was not a condition precedent and was, again to use the words of Mathew J. at page 240 in Stoneham's case, (1887-19 Q. B. D. 237 : 57 L. T. 236), a term probably inserted in order to save the company from the extra expense which they would incur if they had to investigate the circumstances of accidents at long intervals after their occurrence. If, as I have held, it was not a condition precedent, the authorities which have been relied upon by Mr. Hathi apply to the facts of this case. The term was not rigid and inflexible. It had to be reasonably construed. The assured had to comply with the term as best as he could within a reasonable time from the date of the occurrence of the loss and I am, therefore, of opinion, that the plaintiff substantially complied with this term with all reasonable and due diligence and that he is entitled to maintain this suit. This contention of the defendants also therefore fails.

18. In view of my finding on the second contention as regards the term of the policy requiring the plaintiff to properly make and prove his claim within 40 days of the policy, I do not think it necessary to discuss the further question which has been raised by Mr. Hathi for the plaintiff that the term prescribes a special period of limitation and it is in contravention of Section 28, Contract Act, and, therefore, should be held to be null and void. If need be, I will only rely upon the passage in Pollock and Mulla's Indian Contract Act at p. 209 and a passage at pp. 956, 957 in *Baroda Spinning and Weaving Co., Ltd. v. Satyanarayan Marine and Fire Insurance Co.. Ltd*[8]*.,* which goes to show that it is only when a period of limitation is curtailed that Section 28, Contract Act, comes into operation. It does not come into operation when the term spells out an extinction of the right of the plaintiff to sue or spells out the discharge of the defendants from all liability in respect of the claim. I, however, do not think it necessary to elaborate this point any further in view of the fact that I have held that the term was not a condition precedent but was merely a term provided by the defendants for their benefit so that they may not have the trouble of investigating a claim after the lapse of a considerable time after the loss covered by the policy occurred.

[8]15 Bom. L. R. 948 : (38 Bom. 344)

[The rest of the judgment being not material to this report is not published.]

Suit decreed.