EASTERN CARIBBEAN SUPREME COURT
ANTIGUA & BARBUDA

IN THE HIGH COURT OF JUSTICE
(CIVIL)

CLAIM NO. ANUHCV 2013 /0523
Between:

NORMAN AVIATION FLIGHT TRAINING ACADEMY INC.

Claimant/Respondent

and

LEROY SMITH
DULANI SMITH

Defendants/Applicants

APPEARANCES:

Anthony Greer for the respondent/claimant
Hugh Marshall with Kema Benjamin for the applicants/ defendants

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2014: March 18;

April 29.

RULING

[1] **GLASGOW M (ag)**: The extant application is made by the defendants who are father and son (hereinafter the applicants) in which they seek an order for summary judgment in respect of the claim brought against them by the claimant (hereinafter the respondent);

BACKGROUND

[2] The respondent operates a flight training institution for profit. By way of an agreement dated September 5, 2009 (hereinafter the agreement), the second applicant enrolled to obtain "flight and academic/ground school training". The agreement states the cost of the training at USD$68,500.00. The first applicant signed the said agreement as guarantor. The applicants also signed two promissory notes (hereinafter the notes); the first note predates the agreement being signed on August 31, 2009. The second note is dated September 5, 2009, the date of the agreement. While the obligations are the same in both notes, they list different dates for payment of the sums due for the tutelage offered to the second applicant. As is the case with the agreement, the first applicant signs as guarantor on the notes;

[3] On August 8, 2013 the respondent filed a claim form and statement alleging breaches of both the agreement and the notes by the applicants. The respondent claims that the applicants only paid the sum of (E.C) $10,000.00 and a balance of (E.C) $174,950.00 remains outstanding;

[4] The applicants filed a defence on October 16, 2013 in which they denied that the first applicant contracted with the respondent to provide flight training to the second applicant. The first applicant contended that he only signed the notes and he did so in the capacity of a guarantor. The applicants also plead that the notes were conditional on the respondent providing flight training to the second applicant to the value of $174,950. This was not done and as such the respondent was only entitled to the sum of $9500.00 which had already been paid. Additionally, there was no presentment or demand made to either of the applicants and as such the notes cannot be enforced against the applicants. The second applicant also makes the point that at the time of contracting, he was a minor and the agreement, not being one for necessaries, could not be enforced against him. In any event, having attained the age of majority, he specifically repudiated the agreement in the defence.

[5] In its reply, the respondent reiterates its claim that the agreement was entered into by both parties. The respondent also rejoins that no

time during the agreement was the second applicant “an infant”. In respect of the notes, they were not conditional as the full payment for the course was due in advance of its commencement;

[6] On January 13, 2014, the applicants filed the present application in which they seek an order for summary judgment on the grounds that the respondent has no real prospect of succeeding on the claim against them. Several points are raised in support of the application -

(1) The first applicant is a guarantor of the obligations of the second applicant only. The pleadings are deficient in that there is nothing therein stating that the first applicant has been sued as guarantor or that any demand has been made of him in the capacity of guarantor;

(2)The first applicant is not a principal party to the contract and only has signed as a guarantor;

(3) The respondent has not made demand on the notes in accordance with the Bills of Exchange Act, Cap. 48 of the revised Laws of Antigua and Barbuda 1992 (hereinafter the Act);

(4) At the time of contracting the second applicant was a minor, lacking full capacity to contract;

(5) The contract for flying lessons was not one of necessity for the second applicant since he was a minor at the material time. As such it was voidable at his instance; and

(6) The agreement, being a voidable one, the second applicant repudiated it in or about October or November 2009 and in his defence.

[7] The respondent filed an affidavit in opposition on March 25, 2014 in which it emphasizes that the respondent does have a real prospect of succeeding on the claim. Further it is contended that minority was not in and of itself a bar to contractual liability and since the agreement was one for the benefit of the second applicant, it is valid and binding on the parties thereto;

THE SUBMISSIONS

[8] In their submissions in support of the application, the applicants amplify their grounds and rely on the following propositions to establish that the claim has no real prospect of success –

(1) While the statement of claim identifies the first applicant as " the father and guarantor of the second – named defendant", it does not particularize any demand made of the first applicant in his capacity as guarantor on the notes;

(2) Nowhere is it pleaded that the notes had been presented for payment in accordance with sections 45 (d) (ii), 88 and 90 of the Act. Section 45 of the Act requires that presentment must be made on the day a bill is due, where the bill is not payable on demand. The notes in this case set out specific dates for payment and since presentment was not made on those dates and at the place appointed in the body of the notes, the drawers are discharged from the obligations therein stated pursuant to section 45 of the Act;

(3) The second applicant was 15 years old at the date of the agreement and at the date of the notes. He was not yet an adult under the law. The applicants posit that the agreement and notes are not enforceable against the second applicant since he was a minor at the time of contracting;

(4) The applicants argue that –

> *"In accordance with the principle that an infant is of immature intelligence and discretion, an infant's contracts are at common law generally voidable at the instance of the infant, though binding on the other party. Exceptions to this rule are contracts for necessaries and certain other contracts such as contracts for apprenticeship. If they are clearly for the infant's benefit; such contracts are good and binding upon an infant. Contracts which are obviously prejudicial to an infant are wholly void; thus an infant cannot contract a loan or give a penal bond and a*

warranty to confess a judgment given by an infant is void. ***An infant cannot be bound as a party to a bill of exchange even for necessities… "*** [1] (applicants' emphasis)*;*

[9] Observations from **Chitty on Contracts** are also recited in aid of the applicants' point. The applicants submit that –

> "*The only contracts which are absolutely binding on a minor are contracts for necessaries. There is, however, in the cases, a diversity of meanings given to the word "necessaries". In one sense, the term is confined to necessary goods and services supplied to the minor. In another, it extends to contracts for the minor's benefit and in particular to contracts of apprenticeship, education and service… Apart from contracts for necessaries and contracts of apprenticeship, education and service, the general rule at common law is that a minor's contracts are voidable at the minor's option, i.e not binding on the minor but binding on the other party. Of these voidable contacts there are two classes:*
>
> *(a) contracts which are binding on the minor unless he repudiates them during his minority or within a reasonable time after attaining his majority; and*
>
> *(b) contracts which are not binding unless and until he ratifies them after attaining his majority"*[2]

[10] The applicants are of the view that the agreement was not one for the provision of necessaries. Support for the view that flying lessons are not necessaries was found in the 1930 authority of **Hamilton v Bennett**[3] in which it was found that lessons in flying for a law student was not a necessity. The applicants further contend that, in any event, the second applicant repudiated the contract after November 2009 and is

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[1] Halsbury's Laws of England, (3rd edn), Vol. 1, para. 310)

[2] 26th edn, Vol. 1, paras. 553 to 554

[3] (1930) 94 J.P.N 136; 74 Sol.J. 122; Jurisprudence from the United States was cited in support of the proposition that flying lessons were not necessaries. See Adamowski v The Curtiss-Wright Flying Service Inc. 300 Mass 281 (1938)

not obliged to pay more than the $9500.00 he has already paid for the training he received to the date of repudiation. Further repudiation could be found specifically in his defence to the respondent's claim, he having recently attained his majority;

[11] In respect of the notes, the applicants rely on the exposition of law in **Halsbury's Laws of England** that –

> "*An infant cannot make himself liable as either drawer, acceptor or indorser of a bill of exchange or promissory note, even if it be for necessaries supplied; but if the instrument has been drawn or indorsed by him, the holder is entitled to receive payment and to enforce the instrument as against any other party thereto."*[4] The law is that *"an infant cannot be bound as a party to a bill of exchange even for necessaries."* [5]

[12] The applicants recite the relevant statutory proscription which can be found in section 22 of the Act -

> *22. (1) Capacity to incur a liability as a party to a bill is co-extensive with capacity to contract... Where a bill is drawn or indorsed by an infant, minor, or corporation having no capacity or power to incur liability on a bill, the drawing or indorsement entitles the holder to receive payment of the bill, and to enforce it against any other party thereto*.

[13] The applicants' position is that the second applicant is clearly not to be held liable on the notes;

[14] In respect of the first applicant, it is submitted that his liability as guarantor on the notes is contingent on the second applicant's liability as principal. The evidence and the respondent's pleading demonstrate that the first applicant is

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[4] (3rd Edn.) Vol. 3, para. 282).
[5](3rd edn.)Vol.21 at para. 310)

indeed a guarantor on the notes and he stands discharged of his obligations as such because his son was a minor at the time of contracting. In further submissions filed on May 16, 2014, the applicants buttress this submission by the exposition of law from **Chitty on Contracts** that –

> "*the question whether a surety who had undertaken to meet a liability which was void as against the principal debtor on account of the latter's minority, was himself liable was said to be depend on whether the contract was a guarantee or an indemnity. If he had merely guaranteed the liability, it was held that he could not be liable because there was no default by the minor in not meeting the liability and the surety could not be called upon to meet his liability unless there was such default. Where on the other hand, the surety had assumed a primary liability to indemnify the creditor in any event, the want of age of the debtor provided no defence to the surety…"*[6]

[15] The respondent, quite naturally, opposes the application in equally forceful arguments. The respondent goes a little farther than the applicants and, correctly, in my view, point out that both the agreement and the notes are signed by the applicants. The respondent also accepts, at paragraph 3 of their submissions, again correctly, that the first and second applicants contracted on both documents as guarantor and principal respectively.

[16] The respondent agrees with the contention of law that a minor's contracts are generally voidable except in cases of necessaries or contracts of services, apprenticeship or education. In its assessment, the contract in this case is one for necessaries since the second applicant's pursuits in this case were not for the purposes of a hobby but rather the second applicant was provided training further to his quest to become a professional pilot. Where the contract was clearly for the benefit of the minor, he could not renege on his

[6] supra n.2, para. 5025. Chitty observes that this was the position at common law before the enactment of the Minor's Contract Act 1987 in the United Kingdom. See section 2(1)) of the Minor's Contract Act 1987. The common law proposition is also found in Coutts & Co v Browne – Lecky [1947] K.B 104

obligations thereunder. Support for this position was found in the cases of **Roberts v Gray[7], Walter v Everard[8] and Clements v London & North Western Railway Company**[9]

[17] In respect of the notes, the respondent countered that a demand was not required as the notes were not payable on demand but rather "at a fixed and determinable future time…"[10] There was no need for presentment before payment as the notes contained precise dates for payments. Where the first applicant was concerned, it remained the guarantor's duty to ensure that the payment was made or that the principal otherwise fulfills his obligations[11]

APPLICATIONS FOR SUMMARY JUDGMENT

[18] The furtherance of the overriding objective to deal with cases justly and in a timely fashion permits, among other things, a litigant to seek summary judgment in appropriate cases. This power is encoded at Part 15 of the Civil Procedure Rules 2000 (CPR). CPR 15. 2 thereof stipulates that –

15.2 The court may give summary judgment on the claim or on a particular issue if it considers that the –

(a)claimant has no real prospect of succeeding on the claim or the issue; or
(b) defendant has no real prospect of successfully defending the claim or the issue.

[19] In this case, it is the applicants who wish to launch the preemptive strike. Accordingly they must demonstrate that the respondent has no real prospect of succeeding on its claim or an issue pleaded. The approach to determining whether a

[7] [1913] 1K.B 520
[8] (1891) 2 Q.B 369
[9] [1913] 1K.B 520
[10] Section 3 of the Act
[11] Moschi v Lep Air Services Ltd [1973] A.C 331

claim or issue has a real prospect of success has received much judicial comment and instruction. The oft recited instruction given by Lord Woolf in **Swain v Hillman** [12] informs that in assessing whether the claim is one with a real prospect of success the test is whether there is a "realistic" rather than a fanciful prospect of success. Proper utilization of the court's summary judgment powers *"saves expense: it achieves expedition; it avoids the court's resources being used on cases where this serves no purpose and… it is in the interest of justice. If a claimant has a case which is bound to fail, then is it is the claimant's interest to know as soon as possible that that is the position. Likewise, if the claim is bound to succeed, a claimant should know that as soon as possible."*[13]

[20] The procedure is not invoked to *"dispense with the need for a trial where there are issues which should be investigated at the trial…"*[14] The judge is not *"conducting a mini trial…"*[15] The approach to be taken on such applications is that –

"*Summary judgment should only be granted in cases where it is clear that a claim on its face obviously cannot be sustained, or in some other way is an abuse of the process of the court… It is not required that a substantial prospect of success be shown. Nor does it mean that the claim or defence is bound to fail at trial. From this it is to be seen that the court is not tasked with adopting a sterile approach but rather to consider the matter in the context of the pleadings and such evidence as there is before it and on that basis to determine whether, the claim or the defence has a real prospect of success. If at the end of the exercise the court arrives at the view that it would be difficult to see how the claimant or the defendant could establish its case then it is open to the court to enter summary judgment."*[16]

[21] Saunders C.J also offered this insight –

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[12] [2001] 1 All E R 91
[13] ibid at page 94
[14] ibid at page 95
[15] ibid
[16] George – Creque J.A (as she then was) in Saint Lucia Motor & General Insurances Co. Ltd v Modeste HCVAP 2009/008 at paragraph 21

"A Judge should not allow a matter to proceed to trial where the defendant has produced nothing to persuade the Court that there is a realistic prospect that the defendant will succeed in defeating the claim brought by the claimant. In response to an application for summary judgment, a defendant is not entitled, without more, merely to say that in the course of time something might turn up that would render the claimant's case untenable. To proceed in that vein is to invite speculation and does not demonstrate a real prospect of successfully defending the claim. "[17] .

I would only add that the same logic applies if the application is brought by the defendant, as in this case.

ANALYSIS

[22] The parties disagree about the propriety of bringing a claim in respect of two transactions, the agreement and the notes. The applicants argue that the claim in respect of both falls short of the requisite standard to maintain an action against them and as such summary judgment should be entered in their favour. The respondent rejects this posture and maintains that the action as pleaded and on the evidence provided thus far is sufficiently demonstrative of an action worthy of full ventilation at trial. I will consider each transaction separately.

The agreement

[23] The applicants strenuously maintain in both their pleadings and their submissions that the first applicant was not a party to the agreement. The evidence contradicts that assertion. The agreement is attached to the statement of claim as "exhibit GN 1". This document is signed by both applicants; the first applicant signed as guarantor;

[24] The evidence is also pellucid that at the time of signing the agreement, the second applicant was a minor. The respondent specifically denied the second applicant's minority in the reply but this position was, appropriately, not

[17] The Bank of Bermuda v Pentium (BVI) Limited & Landcleve Ltd Civil Appeal 14 of 2003 at paragraph 18

maintained in the affidavit in response to the application and the submissions filed in support of the respondent's submissions opposing the grant of the summary judgment. As it relates therefore to the second applicant, the only remaining contention is whether the agreement is enforceable regard being had to his minority at the time of signing;

[25] The law is on this issue could not be more well settled. An agreement entered into by a minor is generally voidable at his instance. The only agreement which may be absolutely enforced against a minor is an agreement for what are termed "necessaries". Coke upon Littleton, page 172(A) recites the position that "*an infant can bind himself to pay for his necessary meat, drink, apparel, necessary physicke and such other necessaries and likewise for his good teaching or instruction whereby he may profit himself afterwards.*" **Chitty on Contracts**, recited above, restates the law as to what are considered as necessaires to be *"confined to necessary goods and services supplied to the minor… it extends to contracts for the minor's benefit and in particular to contracts of apprenticeship, education and service."*[18]

[26] It has therefore been held that a minor could be sued on a covenant in a deed of apprenticeship since the instructions he received were to profit his endeavors to become a tradesman[19]. A minor was also held bound by the terms of a contract of service which were, as a whole, for his benefit[20]. **Roberts v Gray,**[21] was another claim involving instructions to a minor whereby he entered on a tour as a professional billiards player. The court there observed that looking at the agreement as a whole, it was one for the instruction of the minor and in such a form for his future benefit. The contract was therefore binding on the minor as a contract for his necessaries and could not be repudiated by him;

[18] supra, n.2
[19] Walter v Everard [1891] 2 Q.B 369;
[20] Clements v London and North Western Railway Company [1894] 2 Q.B 482
[21] [1913] 1K.B 520

[27] Lord Esher expounded on the law in this way in **Walter v Everard** where he explained at page 374 that –

"*Food and clothing always are necessaries, if the infant cannot obtain them in any other way. Is education a necessary for an infant? Looking at it independently of authority, I should say that education in a trade with a view to making an infant a useful citizen must always in this working country have been thought of the greatest importance, and must always have been considered a necessary for an infant. But on this point we have the authority of the passage in Coke upon Littleton, p. 172 (A), in which Lord Coke lays it down in effect that education in a trade is a necessary for an infant, or rather I should say one of that class of things which may be a necessary. What will make it a necessary? If the infant can obtain the education which he requires in another way, it may not be a necessary. You must have regard to the condition of the infant in life - whether, for instance, he is a young man who will have to earn his living by his own exertions… The person who sues the infant on his covenant must shew that he did in fact supply him with the necessary education, and that the premium which he charged was reasonable in amount. If he does this he brings himself within all the conditions which would entitle him to recover from the infant..."* [22]

[28] In terms of a minor's education, Fry L.J makes the point a bit more succinctly –

"*I think that education, which, whether it is or is not in strictness a necessary, is likely to lead to the future profit of the infant, falls within the same rule. In my opinion, it is really a necessary for an infant… I have no doubt that the proper education of an infant stands in the same position under English law as food and clothing supplied to him…"*[23]

[22] The Master of the Rolls was careful to explain that all forms of education may be included as necessaries and his ruling should not be merely restricted to training in a trade. See page 377

[23] Walter v Everard at page 376

[29] Whether or not the contract was one for necessaries is a question of fact based on all the facts available to the court[24]. I am reminded that on applications of this nature the court will not recoil from considering factual contentions that indubitably indicate that a claim has little or no chance of success. But the pleadings and evidence must expressly demonstrate the futility of the claim; a mini trial must not be conducted;

[30] In this context, before it decides whether the claim has a real chance of success, the court is required to look at all the material before it, including what may be available if further information is provided at trial. If there are disputations of material facts, facts which may need resolution or full exposition at trial or facts which, if resolved in the respondent's favor will result in judgment for the respondent, then summary judgment should not be granted.[25]

[31] In these proceedings it is clear that the agreement was not one for the supply of goods and services or for apprenticeship or service but rather one for the second applicant's education and instruction. The crucial question it would seem to me would be whether the instructions in this case were of such that, as Lord Coke put it, the second applicant "may profit himself afterwards" or as Halsbury's Laws puts it "clearly for his benefit."[26] This is also a question of fact to be resolved on the material before this court. However, this issue is hotly controverted. For the applicants it is contended that the contract could not be one for necessaries. They also go on to point out that at the material time the second applicant was undergoing mandatory state educational pursuits. The flight training program was therefore not a necessity in view of his age and station in life. I would consider this an attempt to distinguish the second applicant's circumstances from that of, for example, the minor in the **Roberts v Gray** decision who embarked on his instruction with a view to becoming a

[24] Walter v Everard , per Lord Esher M.R at page 374 and Lopes, L.J at page 377

[25] See Munn v North West Water Ltd (2000) LTL 18/7/2000; Jones v Attorney General [2004] 2LRC 194; Western Credit Union Co-operative Society Ltd v Corrine Ammon (Trinidad and Tobago Civil Appeal 103/2006

[26] supra. n. 1, See also Walter v Everard, Clements v London and North Western Railway Company and Roberts v Gray for the proposition that contracts of necessaries which are clearly for the minor's benefit are enforceable.

professional billiards player. Evidently the respondent has a different disposition to the entire affair. In the respondent's estimation the program offered was one which would secure a commercial pilot's licence to the second applicant. They contend that the second applicant's career ambition of becoming a commercial pilot would be thereby realized;

[32] The applicant's success on the applications would rest on my determination that it is clear from the evidence that the agreement was one which the second applicant could avoid and thus avoided because the agreement was not for his necessaries. In that regard it must be apparent on the facts before me that the flight training given to the second applicant were not instructions from which he stood to benefit in the future. I cannot say that this is the case here. Without even venturing a forensic analysis of the evidence, I am sure that it would not be idle supposition to state that, as a general proposition, the second applicant would benefit from any vocational training he receives, in particular, training at a flight school offering professional courses. But I do not need to venture into the realm of speculation. It is my view that there is material on which the respondent can establish the claim that the course was for the benefit of the second applicant, chief among which is the fact that the course itself is one which will confer the second applicant with a commercial pilot's licence, whether or not he chose to utilize it in the future for profit. I am not commenting on the viability of the respondent's case on a balance of probabilities. Rather, it is my view, that, if established, the respondent has more than a fair chance of success in its argument that the agreement was one for the second applicant's necessaries. I am constrained to refuse an application for summary judgment in those circumstances;

[33] This finding affects the first applicant's position regarding liability on the agreement. It is more than trite that the first applicant's liability on the agreement as guarantor is co-extensive with that of the second applicant. Having refused the second applicant's request for the summary judgment on the agreement, both applicants will have to seek their redress at trial.

The notes

[34] The capacity of a minor to contract on a promissory note is set out both at statute and in the case law. Section 22 of the Act and the restatement of law on a minor's capacity as drawer, endorser, acceptor or otherwise of a promissory note has already been set out above in this judgment. Lord Esher M.R also reiterated the point thus –

It has been held in a long series of cases that an infant cannot make himself liable by the custom of merchants either by a bill of exchange or by a promissory note… in my opinion, it would be absolutely wrong at the present day to overrule those cases, which have been so long accepted as law. But I do not wish to rest my decision solely upon case law. The principle long established by English law is this - that an infant cannot make himself liable upon any contract whatever, except a contract for the supply of necessaries. I will go further and say this, that the principle of the cases goes to this extent, that, if an infant accepted a bill of exchange or gave a promissory note for the price of necessaries supplied to him, and he were sued upon the bill or the note by the man who had supplied the necessaries, and the plaintiff relied only on the bill or note, and gave no evidence of the supply of necessaries, the infant would not be liable. He is not liable upon a bill of exchange or a promissory note under any circumstances. It is not necessary for the protection of persons dealing with an infant that he should be liable on such a contract. The person who has supplied an infant with necessaries can always sue on that contract for the price of what he has supplied… The cases cited are against the appellant, and so is the established principle of English law[27];

[35] The foregoing restatement of the law is in my opinion, sufficient to dispose of the arguments on the notes as they relate to the second applicant. The state of the law dictates that the claim on the notes cannot survive against him. Summary judgment is therefore entered for the second applicant on the claim for his obligations on the notes. As the

[27] In re Soltykoff exparte Margarett [1891] 1 Q.B 413.

learned Master of the Rolls advised in the case of **In re Soltykoff ex parte Margarett**, the respondent can always pursue the claim against the second applicant on the agreement;

[36] In respect of the first applicant, I have already found that he signed the notes as guarantor. In Antigua and Barbuda, the legal status of a guarantor on a note or bill of exchange which is void against the principal debtor remains the common law prior to adjustments made thereto in the United Kingdom by the Minor's Contracts Act 1987[28]. The common law rule provided that where a person guaranteed a liability which was void against a principal debtor due to his minority, the guarantor was not liable because there was no default by the minority for which he, the guarantor could be called to account. The position would be different if the surety was found to have assumed a primary responsibility to indemnify the creditor in any event. The minor's incapacity could not be raised as a defence, if the surety engaged a primary responsibility to indemnify the creditor[29].

[37] I have already found that the notes were invalid against the second applicant since, as a matter of law, he could not contract on them. The first applicant has also, on the above stated legal principles, to be discharged from his obligations on the notes since there is no demur that he signed them as guarantor. There is no point in leaving this issue for a contest at trial. The law being against the respondent on this issue, summary judgment must be entered on it for the applicants. I so order;

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[28] Section 2 of the Minor's Contracts Act 1987 (U.K) provides that *"where—*
(a)a guarantee is given in respect of an obligation of a party to a contract made after the commencement of this Act, and
(b)the obligation is unenforceable against him (or he repudiates the contract) because he was a minor when the contract was made, the guarantee shall not for that reason alone be unenforceable against the guarantor"
[29] Coutts & Co. v Browne – Lecky [1947] K.B 104; Chitty on Contracts, 27th edn. Vol.2, para. 42-022

CONCLUSION

[38] The applicants have been partially successful on this application. CPR 15. 2 permits me to enter summary judgment on the claim or on a particular issue if I consider that "*the claimant has no real prospect of succeeding on … the issue*". Therefore, for the reasons stated herein above, summary judgment is granted to the applicants as it relates to the notes. The applicants are not successful on their application regarding the agreement and the issue of liability thereon must proceed to trial. As required by CPR 15.6(2), where the application does not determine the proceedings, a case management conference must be conducted. Accordingly, case management directions will be given after hearing counsel. Costs on this application are awarded to the applicants in the sum of $1500.00. I thank counsel for their assistance.

Raulston Glasgow
Master (ag.)