

the [Appellant]” and further that “in the worst scenario, the court should award each party 50% of the value of the Nyambadwe house”.

10.2.5.1 With respect to the disposition of the Nyambadwe property, we also note that in the court below, among other things, it was submitted, on behalf of the Appellant, that the court should apply the principle laid down in *Kayambo v Kayambo*, namely, that where both parties contribute towards the acquisition of a matrimonial home but in uncertain proportions, and there is no evidence of intention regarding the extent of beneficial interest, the court should apply the maxim “equality is equity”, and order that the parties own the house in equal shares and, consequently, a 50% distribution for each party would be justified (page 9 of the judgment of the court below).

10.2.6 The court below, having considered the intention of the parties and the contributions made by the Respondent and the Appellant, found that the “most equitable distribution of the Nyambadwe house would be to apportion each party a 50% share in the property”.

10.2.7 We have reviewed the evidence and circumstances pertaining to the acquisition of the Nyambadwe property and, in principle, we see no reason to disagree with the approach adopted by the court below, and the determination of the disposition of the Nyambadwe property. In our view where, as in the instant case, it is conceded that the Nyambadwe property was intended to be jointly owned as a matrimonial home, and further that the Appellant made some contribution to the acquisition of the Nyambadwe property, but the extent of that contribution cannot be ascertained with any degree of specificity, the prudent approach is to award each party a 50% share in the property.

10.3 Matawale Property

10.3.1 In the court below, the Appellant claimed a 50% share in the Matawale property; the Appellant’s claim was not based on a contribution to the purchase price but contribution to the development of the property.

10.3.2 It was not disputed that the Matawale property, which was initially a warehouse, was purchased by the Respondent. It is also not disputed that it was decided to renovate the Matawale property into a students’ hostel. However, the Appellant and the Respondent each gave a different account of the development of the Matawale property.

10.3.3 The Appellant’s account is that she arranged for her aunt and her family to live on the property to supervise the project and guard the premises against encroachers; arranged for drawing up of plans for the students’ hostel; engaged builders for the construction of a ten room hostel; bought and supplied cement, quarry, bricks, stone and sand; paid transporters and builders; arranged for the provision of doors, working spaces, shelves wardrobes, windows and ceilings.

10.3.4 The Respondent’s account is that he purchased the Matawale property in 2008 and “put the property in the name of ZB Investments Limited; that the Appellant had refused to invest in ZB Investments Limited; that he paid for the purchase price using money from his law practice.

10.3.4.1 The Respondent denies that Appellant decided and renovated the Matawale property into a students’ hostel. The Respondent contends that the Appellant could not have decided to renovate the property into a students’ hostel because the property does not belong to her.

10.3.4.2 The Respondent, among other things, claims that the renovation of property into a students’ hostel was discussed by the parties, who put together some K50,000 to start demarcating

rooms, but the work was abandoned because of lack of financial resources, and also because the parties were busy developing properties elsewhere; and that the property remains undeveloped.

10.3.5 In its judgment, the court below observed that “there was no documentary evidence that shows that the Matawale house was purchased and registered in the name of the [Respondent] or ZB Investment Ltd.”, but the court below also alluded to the fact the exhibited GZB 13 does not indicate the Matawale property as a property claimed by the Appellant.

10.3.6 It is obvious from its judgment that in relation to the Matawale property, the court below proceeded to determine the disposition of the property on the basis of the Appellant’s contribution, after the property had been acquired by the Respondent, and intention of the parties.

10.3.6.1 With respect to the Appellant’s contribution to the Matawale property, after it had been acquired by the Respondent, the court below (at page 22 of the judgment) observed as follows-

“It has also been admitted in this court that the [Appellant] did not contribute to the purchase price of the Matawale house. However, learned Counsel for the [Appellant] submits that the [Appellant’s] claim over the Matawale property is based not on the contribution of the purchase price but the contribution to its development. It is further contended that the [Respondent] has not materially traversed the part of the [Appellant’s] affidavit that deals with the contribution that she made on the Matawale house. I would choose to agree with [the] views of learned Counsel for the [Appellant] on this point.”.

10.3.6.2 With respect to the intention of the parties in relation to the development of the Matawale property, after the property was acquired by the Respondent, the court below (at page 22 of the judgment) observed as follows-

“It is also clear that the parties had talked about developing the property into a hostel. They had also put together some money for the same purpose. I would think that these are indicators of the fact that the parties intended that the property should be owned jointly.”.

10.3.7 The court below, after considering all the evidence relating to the Matawale property, in fact found that there was sufficient basis to award the Appellant a 50% beneficial interest in the Matawale property. The view of the court below is captured (at page 22 of the judgment) as follows-

“Having established that the [Appellant] can lay a claim on the property on the basis of intention and contribution, the next question that I have to address is the equitable share that each party has in the property. It is difficult to establish the exact contribution that each party made towards the Matawale property. I am of the view that the principle that equality is equity applies here. I, therefore, order that each party gets 50% of the Matawale property... ..”.

10.3.8 We have reviewed the evidence and circumstances pertaining to the Matawale property and, in principle, we see no reason to disagree with the approach adopted by the court below, and the determination of the disposition of the Matawale property. In our view where, as in the instant case, it is clear that the Matawale property was intended to be owned jointly, and further that the Appellant made some contribution to the development of the property, after it was acquired by the

Respondent, but the extent of that contribution cannot be ascertained with any degree of specificity, the prudent approach is to award each party a 50% share in the property.

11. Whether the learned Judge erred in law when he failed to take into account evidence including clear admission on the part of the [Appellant] that the [Respondent] was paying for household expenses, school fees and other expenses of the [Appellant] ...which enabled the [Appellant] to invest in properties in her name [Ground (c) of the Notice of Cross Appeal]

11.1 Although the Respondent, in paragraph (c) the Notice of Cross Appeal, indicated that the learned Judge in the court below erred in law when he failed to take into account evidence including clear admission on the part of the Appellant that the Respondent was paying for household expenses, school fees and other expenses of the Appellant which enabled the Appellant to invest in properties in her name, the issue was not addressed in the skeleton arguments filed by the Respondent and was not argued during the hearing of the appeal.

11.2 We assume that this ground of appeal was abandoned by the Respondent, and will not, therefore, consider and determine the issue.

12. Whether, in the Originating Summons, the Respondent made any claim to a share in the property registered in the Appellant's name and, if so, whether, as an alternative, the Respondent is not entitled to a share in the Appellant's property on account of his contribution through household provisions [Ground (d) of the Notice of Cross Appeal]

12.1 The Respondent's specific ground of appeal, as set out in the Notice of Cross Appeal, in relation to the determination of the court below with respect to the disposition of the properties in issue is as follows-

“(d) the learned Judge erred in law when he held that the [Respondent] did not claim contribution to the [Appellant's] property acquisition when both the originating summons and affidavits show this was for the determination of the court and evidence was proffered that, if household expenditures can be considered contribution to property in the name of one party, then the [Respondent] should also be entitled to the [Appellant's] property since the [Appellant] was cushioned by the [Respondent] to enable the [Appellant] invest in her own name.”.

12.2 In the Originating Summons, filed in the court below on 30th September, 2013, the Respondent did indeed seek the court below to determine –

“(c) whether the [Respondent] contributed to the acquisition of any property [currently] in the name of, owned, managed or whose benefit accrues to the [Appellant]; and, if so, the proportions attributable to the [Respondent]”.

12.3 However, it is significant to observe that in the relief sought by the Respondent in the Originating Summons filed on 30th September, 2013, the Respondent did not claim any beneficial interest in any property in the name of, owned, managed or whose benefit accrues to the Appellant. Indeed, in so far as it is relevant to the properties in issue in this matter, the relief sought by the Respondent was-

“(a) that the property on Plot NY 495 be sold, and the proceeds divided between the parties based on the proportion of financial contribution each party made to the acquisition or development of the property;

(b) that each party keeps the property which is in their name or which acquisition or development each party financed;”.

12.4 The court below, on page 23 of its judgment, very briefly dealt with the issue whether the Respondent contributed to the acquisition of any property in the name of, owned, managed or whose benefit accrues to the Appellant]; and, if so, the proportions attributable to the Respondent as follows-

“I think there is not much to talk about on this issue. Throughout this action, the issue of the [Respondent] claiming a share in the properties owned, developed and managed by the [Appellant] seems to have been raised as a counter argument to the [Appellant’s] claim over the properties that were acquired in the sole name of and separately developed by the [Respondent]. The Respondent has unequivocally and at several points in his affidavits stated that he respected the fact that the [Appellant] was acquiring and developing some properties separately. It is my understanding that whatever little contribution he was making towards these properties was because they were living together as husband and wife. I find no reason why I should interfere with the clear intention of the parties as far as properties acquired and developed solely by the wife. Put it the other way, these properties solely belong to the wife.”.

12.5 The finding by the court below that the issue of the Respondent claiming a share in the properties owned, developed and managed by the Appellant seems to have been raised as a counter argument to the Appellant’s claim over the properties that were acquired in the sole name of and separately developed by the Respondent is supported by paragraphs 23 (f), 24, 36, 37 and 44 of the Respondent’s Affidavit in Reply to the Appellant’s Affidavit in Opposition (Item No 12 of the Record)

12.5.1 In paragraph 23 of his Affidavit in Reply the Respondent, among other things, states-

“23. The [Appellant] alleges in paragraph 36 that she contributed through cash and kind and suggests that she paid for household expenses and did physical work, which enabled me invest in property. I wish to reply as follows-

(a) The [Appellant] stayed in a house rented by me from 1997 to 1999; she also stayed with me and wholly depended on me in Harare from 2000 to 2001;

(f) I made various cash payments to the [Appellant] to contribute to the development of her properties in Naperi and Manja. I used my truck registration number NA 2575 to assist the [Appellant] carry building materials to these properties and I paid for fuel expenses, drivers’ salaries and vehicle maintenance. The [Appellant] also used building materials bought by me for her own properties development;

(h) I bought household goods such as fridges, freezers, microwaves, beds and mattresses; paid for dstv subscription, water, electricity and general day to day groceries;”

12.5.2 In paragraph 24 of his Affidavit in Reply the Respondent states-

“24. I refer to paragraph 36 of the [Appellant’s] affidavit and state that the responsibilities stipulated therein were done as any wife would do as a parent or spouse. That is the context in which I did the responsibilities stipulated in paragraph 23 hereof. None of these were meant to count towards property acquisition. I further state that if responsibilities stated in paragraph 36 of the [Appellant’s] affidavit are to be recognized as contribution to property acquisition, then I pray my contribution in paragraph [23] hereof be counted towards my claims against the property of the [Appellant] including any property to be acquired after divorce considering I contributed to the education of the [Appellant]. I would apply for an account of all property that the [Appellant] owns in order for me to determine my claims.

12.5.3 In paragraphs 36 and 37 of his Affidavit in Reply the Respondent states-

“36. I repeat paragraph 23 and 24 hereof and I deny that I was cushioned in paying mortgage instalments because I was living in [a] rent free house. On the contrary the mortgage was repaid using my Mercedes Benz KK2680, which was sold to the [Appellant]. And the [Appellant] resold this car to repay the loan she had secured from NBS Bank. There was therefore no loan for her to repay.

37. I repeat paragraph 36 hereof and state that in fact it was the [Appellant] who had rent free accommodation from November, 2002 to 2011. This rent free accommodation enabled the [Appellant] to invest in the Naperi property, the Manja property and the Lakeshore resort from which she gets regular income and uses for herself; as well as the other properties and businesses as outlined in paragraph 47 hereof. The [Appellant] has also been spared from having to pay expensive school fees for our children to which, as a mother, she was equally obligated to contribute. I shouldered these responsibilities since 2001 because the [Appellant] was incapable or because she was unwilling to pay for her own children.”

12.5.4 In paragraph 44 of his Affidavit in Reply the Respondent states-

“44. As stated earlier, I assisted the [Appellant] financially develop her properties in Naperi and Manja. I, therefore, do not agree that that she should have an interest in the Matawale property, if I do not acquire an interest in her property.”.

12.6 It should be noted that the Respondent’s ground of appeal (d) on this issue is based on the “contribution to household expenditures”; the Respondent’s argument is that *“if household expenditures can be considered contribution to property in the name of one party, then the [Respondent] should also be entitled to the [Appellant’s] property since the [Appellant] was cushioned by the [Respondent] to enable the [Appellant] invest in her own name.”.*

12.6.1 Although the Respondent claims to have made contributions to household expenses, as well as various cash payments to the Appellant to contribute to the development of her properties in Naperi and Manja, and that, in relation to the development of the Appellant’s Naperi and Manja properties, he used his truck registration number NA 2575 to assist the Appellant carry building materials to the Naperi and Manja properties; he paid for fuel expenses, drivers’ salaries and vehicle maintenance; and that the Appellant used building materials bought by him, these claims

are general in nature [and lack sufficient detail], and are also really counter arguments to the Appellant's claim in relation to properties developed by the Respondent.

12.6.2 We also note that with respect to free accommodation the Respondent states, as a counter argument to the Appellant's in relation to his properties, that it was the Appellant, not the Respondent, who had rent free accommodation from November, 2002 to 2011; that this rent free accommodation enabled the Appellant to invest in the Naperi and Manja properties, and the Lakeshore resort, from which the Appellant gets regular income and uses for herself; as well as the other properties and businesses.

12.6.3 The Respondent also states, as a counter argument, that the responsibilities stipulated by the Appellant in relation to her claims against his property were done as any wife would do as a parent or spouse; and that is the context in which the Respondent performed the responsibilities stipulated in paragraph 23 of the Affidavit in Reply, and that none of these were meant to count towards property acquisition and, if responsibilities stated in paragraph 36 of the Appellant's affidavit are to be recognized as contribution to property acquisition, then the Respondent prays that his contribution in paragraph [23] of the Affidavit in Reply should be counted towards his claims against the property of the Appellant, including any property to be acquired after divorce considering that he contributed to the education of the Appellant.

12.6.4 It is significant to note that in his Affidavit in Reply the Respondent indicates that he would apply for an account of all property that the Appellant owns in order for him to determine his claims against the Appellant.

12.7 We have reviewed the evidence and circumstances pertaining to the issue whether, as an alternative, the Respondent is entitled to a share in the Appellant's property on account of his contribution towards the acquisition of the Appellant's and, in principle, we see no reason to disagree with the determination of the court below. It is clear from the evidence that in the court below that whereas the Appellant robustly prosecuted her claims in relation to properties owned, developed and managed by the Respondent, the issue of the Respondent claiming a share in the properties owned, developed and managed by the Appellant was raised as a counter argument to the Appellant's claim over the properties that were acquired in the sole name of and separately developed by the Respondent. In any event, the Respondent's claims of contributions lack sufficient detail. Whereas the Appellant made specific and determinable claims in respect of the Nyambadwe, Matawale, Ndirande and Namiwawa properties, on the available evidence, it does not appear to us that the Respondent made any specific or sufficiently determinable claim against any of the Appellant's properties, and neither was any specific or sufficiently determinable claim against the Appellant's property prosecuted. Furthermore, it is apparent from the Respondent's Affidavit in Reply that [at some time] the Respondent intended to apply for an account of all the property that the Appellant owns in order to determine his claims against the Appellant. However no application for an account of the Appellant's property appears to have been made.

13. *Whether, having regard to all the circumstances of this case, an order for custody of children in itself entitles the Appellant to an order for provision of a home-* [Ground (ii) of the Notice of Appeal]

13.1 As mentioned earlier on in this judgment, although ground (ii) of the Appellant's appeal is that the "*the learned judge erred in law in omitting to provide the Appellant with a home after finding her suitable to have custody of the children of the marriage*", no argument or submission

was made on this aspect of the appeal by the Appellant during the hearing of the appeal. Instead the Appellant took issue with the order of the court below in relation to the payment by the Appellant and the Respondent of the school fees of the two children of the marriage and the provision of the general maintenance for the children.

13.2 It is not clear whether by not proffering any argument or submission on this specific ground of appeal as stated in the Notice of Appeal, the Appellant intended to abandon this ground of appeal; suffice it to say, this ground of appeal was also not argued on behalf of the Respondent. Counsel for the Respondent instead responded to the arguments and submissions made on behalf of the Appellant in relation the order of the court below in relation to the payment by the Appellant and the Respondent of the school fees of the two children of the marriage and the provision of the general maintenance for the children.

13.3 We do not think that, having regard to all the circumstances of this case, an order for custody of children in itself entitles the Appellant to an order for provision of a home.

13.4 With respect to the maintenance of the two children of the marriage, it was submitted, on behalf of the Appellant, that instead of ordering that the Appellant and the Respondent should proportionately contribute to the school fees of the children and the general maintenance of the children, the court below should have ordered the Respondent to pay the school fees of the children because the children are in the custody of the Appellant, and further should have ordered the Respondent to pay a standard fixed maintenance amount, subject to periodic revision.

13.5 With respect to the custody of the children and maintenance, it is argued and submitted, on behalf of the Respondent, that from 2011 to 2013 the Respondent kept and took care of the two children of the marriage while the Appellant led her life without the bother of the children; that the Respondent singularly paid the school fees of the children and was responsible for their general upkeep. It is contended that it was only after the commencement of these proceedings that the Appellant got an interim order for custody of the children. It is further submitted that even after the Appellant was granted custody of the children, the Respondent has continued performing his fatherly obligations to the children and that, having regard to all the circumstances of the case, there is nothing to justify any further maintenance than the Respondent is already providing.

13.6 The arguments and submissions of the parties in court below were to the like effect and were captured in the judgment of the court below (at page 30) as follows-

“As regards the issue of child maintenance, the Applicant prays for an order that both parties must be responsible for the school fees. For the Applicant, it is time that the Respondent plays a part in paying school fees since he had been solely responsible for the school fees from the time that the Respondent left the matrimonial home. It has been submitted by the Applicant that both are affluent enough to take care of the fees and it is a joint responsibility to take care of the children. The Applicant contends that the responsibility of paying school fees must be equally shared since it is the most expensive single item for the children’s care and maintenance.

On her part, the Respondent argues that school fees are not the most expensive item for the maintenance of the children. For the Respondent it is practical under the circumstances of the case that the contribution towards maintenance and upkeep

of the children should be divided along the Applicant paying the fees directly to the schools whilst she takes care of their upkeep. For her, failure to order so would lead to continued abuse of her by the Applicant since they would still come into contact....”.

13.7 The court below, after considering the circumstances, held that each party was affluent enough to make a contribution to the school fees and other necessities of the children; and that there was no reason why that responsibility should not be shared. The court below, accordingly, ordered “that each party shall pay half of the [school] fees for children;” and that “each party shall deposit the half to be paid by him or her directly into the school account...”.

13.8 With respect to the general maintenance of the children, the court below, in effect, held that “the parties are also supposed to equally share the obligation”.

13.9 The only issue raised by the Appellant which merits further consideration by this Court is whether the court below should have ordered the Respondent to pay the school fees of the children because the children are in the custody of the Appellant, and further should have ordered the Respondent to pay a standard fixed maintenance amount, subject to periodic revision. The fact that the Appellant was granted custody of the children is in itself not a good reason to require the Respondent to pay the school fees of the children especially when the Respondent is also equally responsible with the Appellant for the general maintenance of the children. Indeed, the court below held that each party was affluent enough to make a contribution to the school fees and other necessities of the children; and that there was no reason why that responsibility should not be shared. In our considered view, there is nothing wrong, in principle, with the decision of the court below on this aspect of the appeal.

13.10 The issue whether the maintenance amount should be subject to periodic revision, in our view, equally applies to the Appellant and the Respondent. The view of the court below on the amount of maintenance is summed up at page 31 of the judgment of the court below as follows-

“As regards the general maintenance of the children, the parties are also supposed to equally share the obligation. I would not think that this is difficult since the parties had been staying together for 15 years until 2011. I am of the view that the needs of the children have not changed since their separation.... If a proper arrangement is made, the parties can easily provide for the children [without unnecessary contact with each other.] I, therefore, order that each party should come up with a list of suggested needs for the children for a month or any other appropriate period. Since the parties are not comfortable to directly communicate with each other, the proposed list shall be discussed in the presence of their legal counsels. In the unlikely event that the parties fail to come up with a consensus, the matter shall be referred to the Registrar for assessment.”.

13.11 We see no plausible or justifiable reason to vary the decision of the court below in relation to the paying of school fees and the general maintenance for the two children of the marriage.

14. Conclusion

14.1 In her Notice of Appeal, the Appellant requests this Court to “reverse the entire judgment of the court below; this request is made notwithstanding the fact that the Appellant’s grounds of

appeal relate principally only to the determination of the court below with respect to the disposition of the Ndirande and Namiwawa properties.

14.1.1 We find no justifiable reason to disagree with the findings of fact of the court below in relation the Ndirande property; we find no reason or basis to disagree with the determination of the court below that the Appellant had not successfully proved any proprietary interest in the Ndirande property, and that she was not entitled to 50% of the proceeds of the sale of the Ndirande property amounting to K21,500,000.

14.1.2 We find no justifiable reason to disagree with the findings of fact of the court below in relation the Namiwawa property. We find no reason or basis to disagree with the determination of the court below that the Appellant had not successfully proved any proprietary interest in the Namiwawa property, which the court below found entirely belongs to the Respondent.

14.1.3 We do not share or appreciate the submission by the Appellant that the Ndirande and Namiwawa properties should be disposed of on a 50% share basis or indeed why a disposition on a 50% share basis would be in line with the requirements of fairness in section 24 (1) (b) (i) of the Constitution.

14.1.4 We, accordingly, dismiss ground (i) of the Appellant's appeal.

14.1.5 With respect to Appellant's second ground of appeal, namely, that the "*the learned judge erred in law in omitting to provide the Appellant with a home after finding her suitable to have custody of the children of the marriage*", no argument or submission was made on this aspect of the appeal during the hearing of the appeal. Instead the Appellant took issue with the order of the court below in relation to the payment by the Appellant and the Respondent of the school fees of the two children of the marriage and the provision of the general maintenance for the children. We, accordingly, dismiss ground (ii) of the Appellant's appeal. We also see no plausible or justifiable reason to disagree with the decision of the court below in relation to the paying of school fees and the general maintenance for the two children of the marriage.

14.2 With respect to the Nyambadwe property, in principle, we see no reason to disagree with the approach adopted by the court below, and the determination of the disposition of the Nyambadwe property. In our view where, as in the instant case, it is conceded that the Nyambadwe property was intended to be jointly owned as a matrimonial home and further that the Appellant made some contribution to the acquisition of the Nyambadwe property, but the extent of that contribution cannot be ascertained with any degree of specificity, the prudent approach is to award each party a 50% share in the property

14.2.1 With respect to the Matawale property, in principle, we see no reason to disagree with the approach adopted by the court below, and the determination of the disposition of the Matawale property. In our view where, as in the instant case, it is clear that the Matawale property was intended to be owned jointly, and further that the Appellant made some contribution to the development of the property, after it was acquired by the Respondent, but the extent of that contribution cannot be ascertained with any degree of specificity, the prudent approach is to award each party a 50% share in the property.

14.2.2 We, accordingly, dismiss grounds (a) and (b) of the Respondent's Cross Appeal.

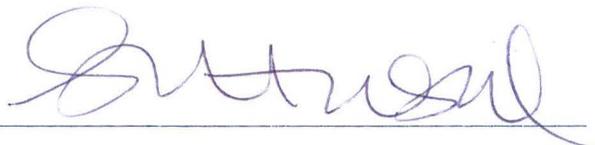
14.2.3 With respect to ground (c) of the Respondent's Cross Appeal, namely, "*that the learned Judge in the court below erred in law when he failed to take into account evidence including clear admission on the part of the Appellant that the Respondent was paying for household expenses, school fees and other expenses of the Appellant which enabled the Appellant to invest in properties in her name*", the issue was not addressed in the skeleton arguments filed by the Respondent and was not argued during the hearing of the appeal; we assume that this ground of appeal was abandoned by the Respondent, and we, accordingly, dismiss ground (c) of the Respondent's Cross Appeal.

14.2.4 With respect to ground (d) of the Respondent's Cross Appeal, namely, "*whether in the Originating Summons the Respondent made any claim to a share in the property registered in the Appellant's name and, if so, whether as an alternative the Respondent is not entitled to a share in the Appellant's property on account of his contribution through household provisions*", we see no reason to disagree with the determination of the court below. It is clear from the evidence that in the court below the issue of the Respondent claiming a share in the properties owned, developed and managed by the Appellant was raised as a counter argument to the Appellant's claim over the properties that were acquired in the sole name of and separately developed by the Respondent. In any event, in the court below, the Respondent did not make or prosecute any specific or sufficiently determinable claim against any of the Appellant's properties. We, accordingly, dismiss ground (d) of the Respondent's Cross Appeal.

14.3 In conclusion, both the Appellant's appeal and the Respondent's cross appeal are dismissed, and the judgment of the court below is affirmed.

14.4 Each party shall pay his or her own costs.

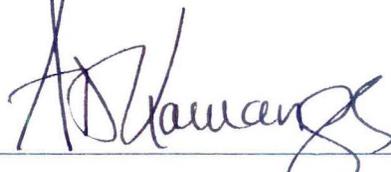
Pronounced at Blantyre this 2nd day of February, 2017.



Honourable Justice Dr. J. M. Ansah, SC, JA



Honourable Justice R. R. Mzikamanda, SC, JA



Honourable Justice Anthony Kamanga, SC, JA