Developing part of a multi-occupied building

without derogating from grant, breaching the covenant for quiet enjoyment or committing a nuisance

Introduction

1. Neighbour disputes can be troublesome. So can landlord and tenant disputes. And when a landlord starts redeveloping part of a building occupied by tenants, you have the potential for the perfect storm of a landlord and tenant neighbour dispute combined.

2. The typical situations involve the landlord building on top of the building – putting a new storey on, or changing the layout of part of the interior, or building on the land next door. Sometimes it is not the landlord itself that does the work but someone else – another tenant, or a developer who has been granted a building lease, or an associated company of the landlord.

3. These situations can give rise to questions about whether the works interfere with an existing tenant's easement such as a right to light or to the use of pipes or common parts. These are necessarily fact specific. There can also be issues arising from specific covenants e.g. a tenant's covenant against alterations plus a covenant by the landlord to ensure other leases have similar covenant and to enforce them: *Duval v 11-13 Randolph Crescent Ltd* [2020] UKSC 18.

4. But there are areas of the law that apply generally and need to be considered in every case:

   (1) the implied obligation on a landlord not to derogate from grant;

   (2) the covenant for quiet enjoyment;

   (3) the tort of nuisance.

5. This paper outlines a few thoughts on some aspects of those in the context of development works to part of a multi-occupied building. We will begin with a very brief high level summary of a few points on each. Then we will pose three scenarios and discuss them to illustrate some aspects of the principles.

Derogation from grant ("DFG")

6. The principle is:

> "… if the grant or demise be made for a particular purpose, the grantor or lessor comes under an obligation not to use the land retained by him in such a way as to render the land granted or demised unfit or materially less fit for the particular purpose for which the grant or demise was made"

per Parker J in *Browne v. Flower* [1911] 1 Ch. 219 at 225, approved by the House of Lords in *British Leyland Motor Corp. v Armstrong Patents Co*. [1986] A.C. 577 at 641.

7. So for example:

(1) if the landlord has the right under the long lease of a building to put advertisements on the side of the building facing out towards a car park, and the lessee then acquires the car park, he cannot put up a hoarding to hide the advertisements: *Johnston & Sons Ltd v Holland* [1988] 1 EGLR 264;

(2) the landlord of a purpose built shopping centre cannot alter the common parts of the centre so as to cause it to lose its character as a retail shopping centre: *Petra Investments Ltd v Jeffrey Rogers plc* (2001) 81 P&CR 21.

8. In *Platt v London Underground Ltd* [2001] 2 EGLR 121, Neuberger held it was a DFG for LUL to close one access to Goodge Street station so preventing passengers from walking past a kiosk at the other entrance. He said that the following principles could be derived from the authorities:

1. A landlord cannot derogate from his grant. He cannot take away with one hand that which he has given with the other.

2. In order to determine whether a specific act or omission on the part of the landlord constitutes derogation from grant, it is necessary to establish the nature and extent of the grant.

3. The exercise of determining the extent of the implied obligation not to derogate from grant involves identifying what obligations, if any, on the part of the grantor can fairly be regarded as necessarily implicit, having regard to the particular purpose of the transaction when considered in the light of the circumstances subsisting at the time the transaction was entered into.

4. There is a close connection, indeed a very substantial degree of overlap, between the obligation not to derogate from grant, the covenant for quiet enjoyment and a normal implied term in a contract. One should give effect to the obvious intention of the parties, so as to give the transaction between them a minimum of efficacy and value which upon any view of the case it must have been their common intention that it should have.

5. The terms of the lease will inevitably impinge upon the extent of the obligation not to derogate. Express terms will obviously play a part, possibly a decisive part, in determining whether a particular act or omission constitutes a derogation. An express term should, if possible, be construed so as to be consistent with the irreducible minimum implicit in the grant itself. However, a covenant relied upon by the landlord if construed as ousting the doctrine in its entirety is repugnant and should itself be rejected in its entirety.

6. When considering a claim based upon derogation from grant, one has to take into account not only the terms of the lease, but also the surrounding circumstances at the date of the grant as known to the parties.

7. One test that is often helpful to apply where the act complained of is the landlord's act or omission on adjoining land is whether the act or omission has caused the demised premises to become unfit or substantially less fit than the purpose for which they were let.

8. However, even that formulation, although helpful, may in many cases be too generous to the tenant. Thus, permitting a competing business to be run from a next-door property has been held not to be derogation from grant.

9. The circumstances as they were at the date of the grant of the lease are very important.

10. However, given that a lease is essentially prospective in operation, the central issue, where the complaint is of activities on the neighbouring premises owned by the landlord, is not merely the use to which the adjoining premises are put at the date of the tenancy, but also the use to which they may reasonably be expected to be put in the future.

11. When assessing what the parties to a contract actually, or must have, contemplated, one should focus upon facts known to both parties, and statements and communications between them. A fact that could only have been known to one party could not, save in very unusual circumstances, be a legitimate part of the factual matrix. A thought locked away in the mind of the parties, or even perhaps of both parties, cannot normally be a relevant factor when assessing the parties' understanding. In English law, contract is concerned with communication as well as mutuality.

9. Neuberger J said at pp 13–14 that a broadly worded reservation entitling a landlord to interfere with the tenant's enjoyment of the demised premises[1] did not allow LUL to close the entrance because it:

> "… has to be interpreted both in a common-sense way and relatively strictly, albeit not unreasonably so. Common sense applies because the lease is a practical document, while the clause indicates that the interests and requirements and duties of [the landlord] have to be given maximum flexibility, this has to be consistent with the interests of the tenant, who was granted rights under the lease. A relatively strict

[1] "Notwithstanding anything herein contained, the lessee shall not be entitled to raise any objection in respect of the construction, working, or carrying on by the company of its present or any future undertaking or works, or any part thereof, or anything arising therefrom in respect of any buildings, erections, or works, which now or may be built, erected, or constructed by the company over, under, adjoining, or near to the demise premises, or the construction, erection, or use thereof, respectively, and the company shall not be responsible to the lessee either under these present or under any public or private statute or at common law for any damage, injury, annoyance or inconvenience, howsoever caused, which may arise in consequence of or in relation to the said buildings, erections, or works, or the working or carrying on by the company of its present or any future undertaking of works".

approach to interpretation is appropriate because the clause's purpose is to cut down a right granted."

10. More recently, a rather different approach to DFG was taken by the Court of Appeal in *Earl of Plymouth v Rees* [2020] 4 WLR 105 where the issue was the interpretation of a landlord's rights to enter a farm under two tenancy agreements. Lewison LJ said at [21]: "… If a landlord exercises rights in accordance with the terms of the lease or tenancy that cannot amount to a derogation from grant, because those rights are part of the grant itself."

11. Only what Lewison LJ called a "serious" or "substantial" interference with the enjoyment of the demised premises could engage the derogation principle. Although the court was very reluctant to imply rights in a landlord's favour, there was no reluctance to give effect to an express right given to the landlord. Such a right should be interpreted and given effect to in a common-sense way; and not be interpreted strictly against the landlord. "Rather, the right must be interpreted so as to work in a sensible fashion." Where the derogation principle applies, it militates against an interpretation which would result in a substantial or serious interference with the tenant's use and enjoyment of the leased property; or frustrate the purpose of the letting. But it does not require the court to give a right the narrowest possible interpretation. In the *Rees* case Lewison LJ said that a literal interpretation did not produce sensible results, and so implied the right for the landlord to leave things on the farm if that was "reasonably necessary" to achieve the purpose for which the landlord had entered.

The covenant for quiet enjoyment ("CQE")

12. The CQE is generally an express covenant in the following, or similar, terms: "The landlord covenants with the tenant that the tenant paying the rent hereby reserved and performing and observing the covenants on his part shall quietly possess and enjoy the demised premises for the term hereby granted without any lawful interruption or disturbance from or by the landlord or any person lawfully claiming by from or under him."

13. This is often misunderstood. It is not a covenant that the premises will be quiet or that the tenant will enjoy using them. It is a covenant that the tenant's ability to use the demised premises in an ordinary lawful way will not be substantially interfered with by the landlord or those lawfully claiming under the landlord, either physically or otherwise - excessive noise can constitute a substantial interference with the ordinary enjoyment of the premises: *Southwark LBC v Mills* [2001] 1 AC 1 at 10.

14. It is prospective only and does not apply to anything done before the grant of the lease and therefore does not apply to disturbance attributable to the way the building is constructed. E.g. if noise caused by a tenant's ordinary activities can be clearly heard in the adjoining part of the building, the CQE is not breached. Nor does it apply to disturbance caused by uses which the parties must have contemplated would be made of the parts retained by the landlord: *Southwark LBC v Mills.* If a lease is granted of the upper parts of a building for use as a hotel by a landlord who runs a printing press on the ground floor, the tenant cannot complain about noise and vibrations due to the ordinary operation of the press: *Lyttelton Times Co Ltd v Warners Ltd* [1907] AC 476.

15. It does not apply to things done by other tenants of the same landlord which they are not entitled to do under the terms of their leases. It only applies to things which the landlord has authorised them to do: *Sanderson v Berwick upon Tweed Corp* (1884) 13 Q.B.D. 547 (landlord not liable for damage caused by tenant A misusing pipe passing under tenant B's land, but was liable for damage caused by tenant A using the pipe properly).

16. The CQE is limited in scope to actions of the landlord and those who the landlord has granted rights to. It is important therefore to understand the titles. Take this case:

Freeholder 1 owns block of flats	Freeholder 1 sells freehold to freeholder 2	Freeholder 2	
Grants lease to Tenant A of flat in block with right of way over forecourt		Freeholder 2 grants lease of forecourt to company for the construction and use of a carwash	Tenant A obtains injunction preventing carwash company from building carwash as it would obstruct his right of way

17. Freeholder 2 is not liable under the CQE to the petrol company, because Tenant A is not a person "claiming" under Freeholder 2. Tenant A holds title under Freeholder 2 but 'claims' title under Freeholder 1: see *Celsteel Ltd v Alton House Holdings Ltd (No.2)* [1987] 1 W.L.R. 291.

The tort of nuisance

18. The tort of nuisance can be committed by a person responsible for activities which cause damage to land, or interfere to an unreasonable extent with the use or enjoyment of land or rights over land.

19. Nuisance is not committed by a person who makes ordinary use of a property in a reasonable way: "… those acts necessary for the common and ordinary use and occupation of land and houses may be done, if conveniently done, without subjecting those who do them to an action:' see *Bamford v. Turnley* (1862) 3 B. & S. 62, 83, per Bramwell B.

20. Bramwell B's judgment in that case, ancient though it is, is worth re-reading. It has been treated as correctly stating the law at the highest level: see *Cambridge Water Co v Eastern Counties Leather Plc* [1994] 2 A.C. 264 at 299 and *Southwark LBC v Tanner* [2001] 1 A.C. 1 at 15-16 and 18-21. *Bamford* concerned nuisance caused by fumes emitted as a result of brick burning. The trial judge directed the jury to find for the defendant: "…notwithstanding his burning the bricks had interfered with the plaintiff's comfort, if they were of opinion that the spot where the bricks were burnt was a proper and convenient spot, and the burning of them was, under the circumstances, a reasonable use by the defendant of his own land." The Exchequer Chamber held that to have been a wrong direction in law. The reasoning in the classic judgment of Bramwell B can be summarised as follows:

(1) The defendant had done "that which, if done wantonly or maliciously, would be actionable as being a nuisance to the plaintiff's habitation by causing a sensible diminution of the comfortable enjoyment of it". This meant that the plaintiff "has a primâ facie case".

(2) Some activities were clearly permissible even though, if done maliciously, they would be a nuisance. For example, burning weeds, emptying cess-pools, and making noises during repairs. There must be, then, some principle on which such cases must be excepted.

(3) The relevant principle which authorised such activities was that: "those acts necessary for the common and ordinary use and occupation of land and houses may be done, if conveniently done, without subjecting those who do them to an action. This principle would comprehend all the cases I have mentioned, but would not comprehend the present, where what has been done was not the using of land in a common and ordinary way, but in an exceptional manner - not unnatural nor unusual, but not the common and ordinary use of land. There is an obvious necessity for such a principle as I have mentioned. It is as much for the advantage of one owner as of another; for the very nuisance the one complains of, as the result of the ordinary use of his neighbour's land, he himself will create in the ordinary use of his own, and the reciprocal nuisances are of a comparatively trifling character. The convenience of such a rule may be indicated by calling it a rule of give and take, live and let live."

21. One aspect of the principle explained by Bramwell B is that noise and dust caused by demolition and rebuilding will not be actionable if the operations are reasonably carried on, and all reasonable and proper steps are taken to ensure that no undue inconvenience is caused to neighbours. In considering what is reasonable, account must be taken of modern methods: *Andreae v Selfridge & Co Ltd* [1938] Ch. 1.

22. However, if physical damage is caused to neighbouring property by building works despite the contractor taking reasonable care, the contractor will be liable in nuisance: *Clift v Welsh Office* [1999] 1 W.L.R. 796, but only if the damage was reasonably foreseeable: *Northumbrian Water v Sir Robert McAlpine* [2014] Env. L.R. 28.

23. If a tenant causes a nuisance by activities in the demised premises, the landlord is not responsible, unless the landlord himself is directly involved in the nuisance-causing activities or the nuisance is the more or less inevitable result of the permitted use under the lease: *Lawrence v Fen Tigers Ltd and others (No 2)* [2015] AC 106. If that is the case, the landlord will be liable even if there is a covenant in the lease that the tenant will not cause a nuisance: *Fen Tigers* [17], *Cocking v Eacott* [2016] QB 1080 at [23]. But if the permitted use could be carried on reasonably without causing a nuisance, the landlord is not liable. That is so even if he has power to stop the tenant's activities but does not.

24. However, if the activities constituting a nuisance are carried on in parts of the building which the landlord is in possession of, the landlord will be liable if he has authorised them or, even if not, if he fails to put a stop to them once he is or should be aware that they are causing a nuisance: *Hilton v James Smith & Sons (Norwood) Ltd* [1979] 2 E.G.L.R. 44 (landlord failed to control parking in a private roadway); *Chartered Trust*

v Davies[1997] 2 E.G.L.R. 83 (landlord failed to control customers of pawnbrokers loitering in mall – also liable for DFG); *Cocking v Eacott* [2016] QB 1080 (mother liable for noise nuisance from her flat caused by her daughter's dog; the daughter lived there as rent free licensee not tenant).

25. The liability of a landlord for nuisance coming from premises under his control is also illustrated by *Tennant Radiant Heat Limited v. Warrington DC* [1988] 1 EGLR 41. A large single storey warehouse building was divided into 22 units. One of the units, Unit 6, was let to the Plaintiff, helpfully called "Tennant". The roof of Unit 6 collapsed under the weight of rainwater accumulated above it. The water had accumulated because rainwater outlets had become blocked by bird droppings, bird feathers and silt. The landlord knew that the water outlets had become blocked and had been advised that they should be cleaned out, but had done nothing. The Court of Appeal held that the roof immediately above Unit 6 was the tenant's responsibility, and that the landlord had no contractual liability to the tenant in respect of the remainder of the roof. However, the landlord was liable to the tenant in negligence and nuisance for failing to prevent water from accumulating on its own part of the roof so that it was capable of escaping onto the tenant's part of the roof and causing damage to it.

26. A landlord's immunity from liability in nuisance depends on his not being in control of the land in question. In *Cocking v Eacott* at [43], Arden LJ suggested that a landlord who was liable under the lease to inspect and clean the drains on the demised property at regular intervals would be liable for a nuisance which developed because of the tenant's use of the drains and the landlord's failure to perform his covenant.

Scenario 1 – landlord's building works with potential to disturb a tenant; no express reservation of right to do works

27. It is helpful to have a setting where we can pose various situations to illustrate the principles. We will be looking at the (wholly imaginary) No 1 Strictly Street. It is a 5-storey commercial building put up in the 1950s, long considered ripe for development. Most of the ground floor is occupied by a cinema. The freehold owner is a ballroom dancer, Anton du Cheque.

28. In our first scenario, Anton wants to convert the upper parts of No. 1 Strictly Street into a ballroom dancing themed hotel with a reception area on part of the ground floor. The problem is that the cinema is let to Claudia Winklewoman, who runs it under the name of Foxtrot Films, which specialises in showing movies with dance scenes. Claudia's lease contains a standard CQE as above. She is notoriously prickly and has complained about many things over the years. The proposed development will require extensive building works, involving lots of scaffolding (although there are a few different ways this could be erected) and a considerable amount of noise.

29. Provided the works are carried out with all reasonable precautions to avoid disturbing Claudia, there will be no liability in nuisance.

30. There probably will be liability for DFG and breach of the CQE unless redevelopment of the upper parts was in contemplation at the date of Claudia's lease. A breach of the CQE does not require physical interference with the demised premises and can be breached if scaffolding obstructs access to the demised premises. As such, Anton

could find himself in breach of his covenant if the works were to cause a sufficiently serious interference with Claudia's enjoyment of her premises.

Scenario 2 – same but express reservation of right to do works

31. As in scenario 1, but now the following right is expressly reserved to the landlord in Claudia's lease:

> "The right to develop (including as a hotel), alter, raise the height of, or rebuild the Building or any other building in such manner as the Landlord thinks fit (and to erect scaffolding in connection with such right) even if doing so may obstruct, affect or interfere with the amenity of or access to the Premises or the passage of light and air to the Premises, and even if they materially affect the Premises or their use and enjoyment".

32. It follows that the question is now how to square an express right in favour of the landlord to develop its retained land (and related rights to create noise or erect scaffolding) - even where this adversely affects the tenant's use and enjoyment of its land - with the covenant for quiet enjoyment.

33. This question was considered in *Timothy Taylor Ltd v Mayfair House Corporation* [2016] L & TR 31. The Claimant was the lessee of an art gallery on the ground & basement of a 5-storey building in Mayfair. The lease had an express covenant for quiet enjoyment but also reserved to the landlord the right to erect scaffolding (provided the same did not materially restrict access to or the use and enjoyment of the demised premises) and to develop neighbouring land (exercisable even if the works did materially affect the tenant's use and enjoyment). The landlord was in the process of developing the first floor upwards to create apartments. The scaffolding had totally enveloped the art gallery.

34. The judge – Alan Steinfeld QC - built on a line of authorities (the leading case being *Goldmile Properties Ltd v Lechouritis* [2003] 2 P & CR 1) which considered the similar question of the interrelationship between the landlord's covenant for quiet enjoyment and a reserved right to carry out repair works to the retained parts. The judge deduced three propositions [24]:

(1) A landlord's reservation of the right to build in a way which but for the reservation would constitute either a breach of the covenant for quiet enjoyment or a breach of the implied covenant not to derogate from the grant should be construed as entitling the landlord to do the work contemplated by the reservation provided that in doing that work the landlord has taken all reasonable steps to minimise the disturbance to the tenant caused thereby

(2) In considering what can reasonably be carried out, it is relevant what knowledge or notice the tenant had of the works intended to be carried out by the landlord at the commencement of the lease

(3) An offer by the landlord of financial compensation to the tenant to compensate the tenant for disturbance caused by the works is a factor which

> the Court is entitled to take into account in considering the overall reasonableness of the steps which the landlord has taken.

35. He also considered that it will be relevant to the reasonableness enquiry whether the works are being carried out for profit – rather than, for example, to repair the building.

36. It follows that neither right trumps the other, and it will be necessary to strike a balance between the two.

37. So, returning to Anton, reasonableness – and communication- is likely to be key. Notice of the works should be given early – if possible, when negotiating the lease. He should also consider writing what HHJ Saunders in *London Kendal Street No 3 Ltd v Daejan Investments Ltd* [2019] L & TR 22referred to as a 'Timothy Taylor letter', in which the landlord explains that it is aware that it must take all reasonable steps to minimise the disruption the works will cause, and sets out its proposals accordingly. In our scenario, these may include investigating the different ways the scaffolding can be erected, and opting for the least intrusive, as well as avoiding the tenant's busiest business hours, particularly when carrying out the noisier elements of the works.

38. It is also worth spending a little time considering the final suggestion in *Timothy Taylor*, that an offer of payment by the landlord will (or may) be relevant to the question of reasonableness. This might be thought surprising, as it could effectively allow a landlord to buy themselves out of breach. One possible downside is that the offer of a payment could be taken as an acknowledgement by the landlord that the works it is about to do are (or would otherwise be) in excess of its entitlement under the lease. However, in light of *Timothy Taylor*, it is something the landlord will need to consider.

39. The relevance of payment was considered further in *Jafari v Tareem* [2019] EWHC 3119 (Ch), which concerned a lessee who ran a dental practice in premises which formed part of a larger block which was being converted into a hotel. The reversioner waived 100% of the lessee's rent for the duration of the works but the lessee nonetheless sought damages. This case was closer to our first scenario, because the lease did not contain any express right for the landlord to build. Nonetheless, the first instance judge applied *Timothy Taylor* (no one having suggested that he should not) and approached the question as one of reasonableness. He placed considerable weight on the rent waiver, and concluded that the landlord had acted reasonably, and that there was therefore no breach. The lessee appealed, on a number of grounds, including that the first instance judge should not have considered the rent waiver in assessing reasonableness. There was no right to build so *Timothy Taylor* didn't apply.

40. Nugee J, who heard the appeal, ultimately declined to express a view on this ground. He considered it to be academic on the facts, because if it had been necessary to assess damages for breach, the first instance judge "*would have been bound to come to the view that no further damages were payable as the damage had already been adequately compensated for by the rent waiver*".

41. This brings us to remedies. A developer's primary concern will be the tenant's prospects of obtaining an injunction. Whilst each case will turn on its facts, it seems that if a landlord has expressly reserved the right to do the works, a final injunction preventing the development entirely will be very unlikely. It is more likely that

restrictions could be imposed on the method and timing of works. However in *Timothy Taylor*, the Court said that whilst there are cases where an injunction has been granted in terms that the landlord use all reasonable endeavours to keep the noise within specified limits (e.g. *Hiscox v Pinnacle* [2008] EWHC 145 (Ch) – although that was interlocutory only), in the present case that would be *impracticable and probably unworkable*", as it would be "*inherently difficult to set a precise* [noise] *limit*" and also because "*the requirement to use reasonable endeavours is so vague*" it would likely lead to satellite litigation. As such, the tenant was awarded damages in lieu.

42. Damages will be assessed primarily by reference to loss of profits. However, both loss of profit and causation may be difficult to establish (the lessees in *Timothy Taylor* and *Jafari* both failed to do so), in which case the fallback basis of assessment is loss of amenity. Quantum will be heavily fact dependent, although in *Timothy Taylor* the tenant was awarded common law damages of 20% of the rent for the period of the works to date, and damages in lieu at the same rate for the remainder of the duration of works going forward.

Scenario 3 – development by someone other than landlord who took lease before tenant

43. In our next scenario, Anton has changed the title structure in cahoots with his friend and associate, Craig Noise-Level-Horwood. Prior to the lease granted to Claudia, which was a new tenancy granted under the Landlord and Tenant Act 1954 part II, he granted a long lease of the building other than the cinema to Craig. He has since transferred the freehold to a company owned by him and Craig, called Keep Dancing Ltd ("KDL").

44. Craig commences the development, and Claudia is threatening to bring a claim against him, KDL and Anton.

Claim against Craig

45. Craig is not bound by the CQE nor any DFG obligation. He is not Claudia's landlord[2] but the tenant of the remainder of the building. He can be sued in nuisance but only if either:

    (1) he fails to take reasonable precautions to keep the disturbance to Claudia to a minimum; or

    (2) he causes foreseeable physical damage to the cinema.

Claim against Anton

46. Anton no longer has any interest in the building and will not be liable under the CQE, or for DFG. He will not be liable in nuisance given the principles discussed above.

[2] We are assuming that Claudia's lease does not include any easements over the rest of the building; if it did, the position might be different - see *Lupin Ltd v 7-11 Princes Gate Ltd* (unreported judgment of HHJ Hellman in the County Court at Central London 31.3.2020, available at https://www.falcon-chambers.com/news/lupin-ltd-v-7-11-princes-gate-ltd).

Claim against KDL.

47. KDL is the freehold owner of the building but it is not liable under the CQE because that extends only to breaches committed by KDL and those 'claiming under' KDL. As confirmed by *Celsteel*, in these circumstances, Craig cannot be considered to 'claim under' KDL, because he derives his title from Anton who owned the building before KDL.

48. It also seems unlikely that Claudia could succeed on the basis of DFG. Lord Millett said in *Southwark v Mills* at p.23 that "there seems to be little if any difference between the scope of the covenant and that of the obligation which lies upon any grantor not to derogate from his grant. The principle is the same in each case: a man may not give with one hand and take away with the other." Both DFG and the CQE are prospective and Craig is acting under a lease granted before Claudia's lease was entered into.

49. Nor will KDL be liable in nuisance as it is not in possession or control of any part of the building and did not grant Craig's lease.

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