



REPUBLIC OF KENYA



KENYA LAW
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**Horner v Hurt & 4 others (Civil Case 2B of 2021)
[2022] KEHC 3003 (KLR) (30 June 2022) (Ruling)**

Neutral citation: [2022] KEHC 3003 (KLR)

**REPUBLIC OF KENYA
IN THE HIGH COURT AT NYERI
CIVIL CASE 2B OF 2021
FN MUCHEMI, J
JUNE 30, 2022**

BETWEEN

SIMON WALLINGTON HORNER PLAINTIFF

AND

ROGER CLARENCE SEYMOUR HURT 1ST DEFENDANT

HILARY JOANNE DALPHINE HURT 2ND DEFENDANT

SASHA ELIZABETH HORNER 3RD DEFENDANT

JANET ELIZABETH HURT 4TH DEFENDANT

GOODISON NINETY NINE LIMITED 5TH DEFENDANT

RULING

1. Vide an application dated 30th September 2021 brought under Order 13 Rule 2 of the [Civil Procedure Rules](#) and Sections 1A, 1B and 3A of the [Civil Procedure Act](#) the plaintiff/applicant seeks for orders that judgment be entered against the defendants/respondents on admission for the admitted sum of Kenya Shillings Eight Million and Two Hundred Thousand Shillings (Kshs. 8,200,000/-) plus interest on the sum at the rate of 16% per annum from 2nd December 2011 until payment in full. The applicant also prays for costs of the application and the suit.
2. In opposition of the said application, the 1st, 2nd, 4th and 5th respondent filed a Replying Affidavit dated 12th October 2021 while the 3rd respondent filed her Replying Affidavit dated 23rd November 2021 on 30th November 2021.
3. The applicant filed a Supplementary Affidavit dated 3rd February 2022 on 4th February 2022 in response to the replying affidavits.



The Applicant's Case

4. The Applicant stated that he is a British citizen and that sometime in April 2011, he and the 1st to the 4th defendants entered into an agreement with Machamuka Farmers Company Limited for the purchase of all that parcel of land known as Nanyuki Land Reference Number 13543/148 at a sum of Kshs. 36,000,000/-. Pursuant to the agreement each party was to raise a third of the purchase price and upon purchase of the property it would be sub divided equally amongst them. The plaintiff states that he paid his share of Kshs. 8,200,000/- between 29th November 2011 and 2nd December 2011.
5. The Applicant avers that after the transaction was complete, no sub division took place and the property was transferred to the 5th defendant by the 1st -4th defendants without his knowledge and/or consent thus infringing on his right to the property as co-owner.
6. The Applicant avers that he consistently asked the defendants to give him his share of the property or apportion him shares in the 5th defendant company or alternatively refund his contribution to the purchase with interest but it proved futile. He thus moved the court solely for the refund of Kshs. 8,200,000/- plus interest of 16% at commercial rates per annum from 2nd December 2011. Further, the plaintiff states that the defendants have admitted to the said debt in paragraph 4 of the 1st, 2nd, 4th and 5th defendants' defences and at paragraph 5 of the 3rd defendant's defence all filed on 15th August 2017. Moreover, the 3rd defendant's assertion that the payment of Kshs. 8,200,000/- was a gift is incorrect as the plaintiff asserts that the said amount was based on the belief that he would be a co-owner of the property.
7. The Applicant further states that the paragraphs of the defendants' defences set out in paragraph 10 constitute a clear and unequivocal admission that he made a monetary contribution of Kshs. 8,200,000/- to the purchase of the property. As such, the matter need not proceed through the rigours of prosecution because the claim has been admitted. The Applicant thus prays that judgment be entered in his favour based on the admission by the defendants.

The 1st,2nd,4th and 5th Defendants' Case

8. The respondent counsel Mwangi Kariuki swore the replying affidavit and stated that paragraph 4 in their Statement of Defence does not amount to an admission and the matter is in contestation in the main suit. Further the respondents state that they are not privy to the allegations of a gift between the plaintiff and the 3rd defendant as alleged by the 3rd respondent and as such, the matter ought to be dealt with in the main suit between themselves. The respondents further reiterate that the interpretation by the applicant as to the meaning of the averments in the defendants' defences is erroneous and out of context.
9. The respondent aver that there is no inconsistency in any of their averments and purport and that circumstances of payment of the Applicant's contribution is fully explained which explanation does not make any of the defendants liable to repay the amount. Moreover, the respondents contend that the instant application has been brought four years since the filing of the suit and when the court was scheduled to fix a date for hearing of the main suit and as such it is aimed to circumvent the process of justice.

3rd Respondent's Case

10. The 3rd respondent states that she and the applicant were husband and wife at the material time and the arrangements concerning the property were domestic arrangements which were not intended to



create any legal relations. Furthermore, the 3rd defendant contends that the applicant is a British citizen and cannot own land in Kenya.

11. The 3rd defendant avers that she has not admitted any indebtedness to the applicant as they were husband and wife at the material time and the money was a gift to her and she was the one to own the property accordingly. The 3rd respondent states that the applicant has failed to disclose in his pleadings the nature of their relationship which is a material non-disclosure and he should therefore not be granted the prayers he seeks.
12. The 3rd respondent contends that the matter ought to be ventilated at trial as her defence raises triable issues. She reiterates that her defence does not disclose any clear and plain admission to warrant any entry of judgment.

The Applicant's Supplementary Affidavit.

13. The plaintiff states that Mwangi Kariuki the counsel for the 1st, 2nd, 4th and 5th defendants has descended into the arena of controversy and deponed to contested matters of facts and thus he is liable to be cross examined on his averments. Further, counsel has not stated in his affidavit whether he has express instructions to swear the affidavit on behalf of his clients. It therefore follows that counsel cannot be an advocate and witness at the same time in the proceedings. The applicant states that Mr. Mwangi's affidavit contains mere opinions on what he perceives from the pleadings rather than factual dispositions which would aid the court in reaching a just determination. As such, the applicant prays that that the court expunge counsel's affidavit as it has no probative value.
14. The applicant states that the 3rd respondent averments are incorrect and misleading in light of her express and tacit admission of receipt of Kshs. 8,200,000/- at paragraph 5 of her Statement of Defence. The admission is unequivocal, plain and obvious. Furthermore, all the respondents in the instant case do not dispute having received the Kshs. 8,200,000/- from the applicant as no other inference may be made or determined therefrom.
15. The applicant avers that though he is a British citizen no law precludes him from owning land in Kenya. The applicant further denies that the payment of Kshs. 8,200,000/- was a gift to the 3rd defendant. On the contrary, the 3rd respondent and her co-defendants were not keen on honouring their obligations under the agreement upon receiving Kshs. 8,200,000/-. The applicant states that the respondents breached the contract as upon payment of the purchase price, a formal agreement was to be drafted to capture the terms of their agreement. However, the respondents kept engaging him in endless promises to avail a sale agreement for his execution, which promises never materialised. The applicant avers that unbeknown to him, an agreement had been discreetly drafted on 21st July 2021 between Machamuka Farmers Company and the 5th respondent. Further, the property was transferred on 2nd December 2012 whereas the respondents kept promising him a sale agreement in 2016.
16. Parties hereby disposed of the application by way of written submissions which were duly filed.

The Plaintiff's Submissions

17. The applicant reiterates what he deponed in his affidavits and relies on Order 13 Rule 2 of the Civil Procedure Rules and the case of *Choitram v Nazari* [1984] eKLR to submit that his claim against the defendants is premised on the refund for Kshs. 8,200,000/- which indebtedness is admitted by the defendants in their respective Statements of Defence filed on 15th August 2017. The applicant invites the court to consider paragraph 4 of the 1st, 2nd, 4th and 5th respondents' defence and paragraph 5 of the 3rd respondent's defence. From the said paragraphs there is no contention by the respondents that the



applicant remitted Kshs. 8,200,000/- to them. The applicant also makes reference to an email dated 16th January 2017 by M/s J. M. Mwangi Advocates which acknowledged receipt of Kshs. 8,200,000/- from the plaintiff.

18. The applicant further submits that the respondents don't deny they are yet to refund the sums to the applicant but they have admitted in their own words that the amount is outstanding. Additionally, when the plaintiff demanded the Kshs. 8,200,000/- from the respondents through his various demand letters, the respondents did not deny their indebtedness to the plaintiff. To buttress his point, the plaintiff has relied on the cases of *Twiga Chemical Industries Ltd v Agricultural Development Corporation* [2018] eKLR and *Friendline Holdings Limited v Brand Imports (Africa) Limited* Civil Suit E116 of 2021 [2021] KEHC 437 KLR and submits that the admissions are clear and unequivocal that the applicant made a monetary contribution of Kshs. 8,200,000/- to the purchase of the property. As such, the plaintiff prays that judgment on admission be entered in his favour.
19. The applicant further submits that the Statements of defence constitute mere denials and do not raise any triable issues. The applicant makes reference to the case of *Mugunga General Stores v Peco Distributors Ltd* [1987] eKLR and state that it would be a waste of precious judicial time to proceed with the full hearing of the matter based on the mere denials of the respondents in light of the tacit admissions made by them.
20. The applicant submits that Mr Mwangi Kariuki, counsel for the 1st, 2nd, 4th and 5th respondents, having sworn an affidavit on behalf of his clients, cannot be an advocate and witness at the same time. Counsel has raised issues which are not routine but are issues in controversy that go to the merit of the matter. In this regard, counsel is liable to be cross-examined on his averments. Moreover, the impugned affidavit suffers from substantial defect which renders it incompetent and hence the same should be struck out. The plaintiff relies on the cases of *Noor Mohamed Farah v Gladys Njeri & another* [2018] eKLR and *Telkom Kenya Limited vs John Ochada (Suing on his own behalf and on behalf of 996 Former Employees of Telkom Kenya Limited)* [2014] eKLR to support his contention.
21. The applicant prays that the court grant him costs as the respondents nonchalance and lack of candour in failing to refund the admitted sums has rendered the instant suit. The amount remains outstanding since 2011 and the respondents have neither shown remorse nor willingness to refund the sums.

The 1st, 2nd, 4th & 5th Respondent's Submissions

22. The respondents reiterate what they deposed in their affidavit and submit that there is nothing in the wording of paragraph 4 of their defence to be read or construed as an admission of indebtedness by the respondents to the applicant. What the respondents are understood to be saying is that the applicant and the 3rd respondent made a contribution of Kshs. 8,200,000/- towards a joint venture by the applicant and the respondent to purchase land. The respondent further submit that they have not admitted liability to repay the money to the applicant but acknowledged payment by the applicant and 3rd respondent. The acknowledgement must be construed in the context of the entire case and the court must investigate whether in the relationship between the parties and in light of the subject matter, the defendant is liable to repay the money to the applicant. Such investigation can only be by a substantive trial and not upon a mere interlocutory application.
23. The respondent submit that the applicant himself in his plaint makes it clear that the defences raised, raise an issue over the refundability of the amount owed to him. The question of whether the money is a gift or otherwise cannot be determined on application but by a full trial. Further, the respondent submit that they have unequivocally denied the applicant's claim in their defence in paragraph 10.



24. The respondents fully associate themselves with the sentiments expressed in the 3rd respondent's submissions as to what amounts to an admission in the sense of Order 13 Rules 1 and 2 of the Civil Procedure Rules and particularly the interpretation given in the cited authority of *Express Automobile Kenya Limited v Kenya Farmers Association Ltd and another* [2020] eKLR. Moreover, the respondents contend that the applicant's application has failed to approximate the threshold laid down by Order 13 Rules 1 and 2 of the Civil Procedure Rules and the interpretation given by the various case law authorities and therefore should be dismissed.

The 3rd Respondent's Submissions.

25. The 3rd respondent reiterates what she deponed in her affidavit and relies on Order 13 Rules 1 and 2 of the Civil Procedure Rules and the cases of *Express Automobile Kenya Limited vs Kenya Farmers Association Limited & another* [2020] eKLR and *Himan Alloys Ltd vs Tata Steel Ltd* 2011 (3) Civil Court Cases 721 and submits that there is no admission in the defence or otherwise in writing as required by the cited provision of law and cited case law. The 3rd respondent further submits that the admission ought to be obvious, on the face thereof and should leave no room for doubt. To support her contention, she makes reference to the cases of *Cassam v Sachania* [1982] KLR 191 and *Momanyi v Hatimy & another* [2003] E A 600. The 3rd defendant urges the court to be guided by the cited case law and find that there is no admission as envisaged by the law. Further the defence by the 3rd respondent has provided for a denial of the applicant's case and as such, the 3rd respondent urges the court to dismiss the instant application with costs to her.

Issues for determination

26. The main issues for determination are:-

- a) Does the affidavit sworn by Mwangi Kariuki advocate, offend Rule 9 of the Advocates (Practice) Rules.
- b) Whether the applicant has made a case for grant of orders for judgement on admission

The Law

Whether judgment should be entered in favour of the plaintiff as prayed in the plaint on the defendants' own admission of indebtedness to the plaintiff.

27. Order 13 Rule 2 of the Civil Procedure Rules provides:-

“Any party may at any stage of a suit where admission of facts has been made, either on the pleadings or otherwise, apply to the court for such judgment or order as upon such admissions he may be entitled to, without waiting for the determination of any other question between the parties, and the court may upon such application make such order, or give such judgment, as the court may think just.

28. The scope of this rule was expounded by Mativo J in *Synergy Industrial Credit Limited v Oxyplus International Limited & 2 others* [2021] eKLR:-

“The scope of the rule is that in a case where admission of fact has been made by either of the parties in pleadings whether orally or in writing, or otherwise, the judgment to the extent of the admission can be granted on the application or as the court may think just. Where a claim is admitted, the court has jurisdiction to enter a judgment for the plaintiff and to pass a decree on the admitted claim. The object of the rule is to enable the party to obtain



a speedy judgment at least to the extent of the relief to which according to the admission of the defendant, the plaintiff is entitled. There is a need not to unduly narrow down the meaning of this rule because its object is to enable a party to obtain speedy judgment where the other party has made a plain admission entitling the former to succeed. The rule should apply wherever there is a clear admission of facts in the face of which, it is impossible for the party making such admission to succeed. The admission should be clear and unambiguous."

29. Thus in order to enter judgment on admission, the admission must be clear, plain and unequivocal. This principle was enunciated in *Choitram v Nazari* [1984] KLR 327, where Madan J. stated as follows:-

“For the purposes of Order XIII Rule 6 (now Order 13 Rule 2), admissions can be express or implied either on pleadings or otherwise, e.g correspondence...

It matters not if the situation is arguable, even if there is a substantial argument; it is an ingredient of jurisprudence, provided that a plain and obvious case is established upon admissions by analysis. Indeed there is no other way, and analysis is unavoidable to determine whether admission of fact has been made either on the pleadings or entitled to without waiting for determination of any question between the parties. In considering the matter, the judge must neither become disinclined nor lose himself in the jungle of the words even when faced with a Plaintiff such as the one in this case. To analyze pleadings, to read correspondence and to apply the relevant law is a normal function performed by judges which has become established routine in the courts. We must say firmly that if a judge does not do so, or refuses to do so, he fails to give effect to the provision of the established law by which a legal right is enforced."

30. Similarly in *Simal Velji Shah v Chemafrica Limited* [2014] eKLR the court cited *Guardian Bank Limited v Jambo Biscuits Kenya Limited* [2014] eKLR which stated:-

“The principle applicable in judgment on admission is that the admission must be very clear and unequivocal on a plain perusal of the admission. The admission in the sense of Order 13 Rule 2 of the Civil Procedure Rules is not one which requires copious interpretations or material to discern. It must be plainly and readily discernable."

31. In *Cassam v Sachania* [1982] KLR 191 the court stated:-

“The judge’s discretion to grant judgment on admission of fact under the order is to be exercised only in plain cases where the admissions of fact are so clear and unequivocal that they amount to an admission of liability entitling the plaintiff to judgment."

A clear and unequivocal admission of fact is conclusive, rendering it unnecessary for the party in whose favour the admission was made to adduce evidence to prove the admitted fact and incompetent for the party making the admission to adduce evidence to contradict it.

32. Notwithstanding the fact of an admission, the court is also required to consider whether the respondents defences have raised triable issues. It is settled law that where a defence raises triable issues the court ought not to enter judgment on admission. In *Job Kilach v Nation Media Group Ltd, Salaba Agencies Ltd & Michael Rono* [2015] eKLR the Court of Appeal held as follows:-

“Before the grant of summary judgment, the court must satisfy itself that there are no triable issues raised by the defendant, either in his statement of defence or in the affidavit in opposition to the application for summary judgment or in any other manner."



What then is a defence that raises no bona fide triable issue. A bona fide triable issue is any matter raised by the defendant that would require further interrogation by the court during a full trial. The Black's Law Dictionary defines the term "triable" as, subject or liable to judicial examination and trial. It therefore does not need to be an issue that would succeed, but just one that warrants further intervention by the court.

33. Similarly in *Mercy Karimi Njeru & another v Kisuma Real Estate Limited* [2015] eKLR the court held as follows:-

"Summary judgment has also been termed as a draconian measure which should be given only in the clearest of cases. In my view this is not a clear case to warrant summary judgment.

In the instant case, the admission by the defendant is not plain, obvious and clear to warrant summary judgment being entered against the defendant. This court employs the principle that the right to be heard is a fundamental right that must not be denied to enable the defendant ventilate its position. In my humble view, the defendant should be given an opportunity to defend the suit and claim by the plaintiff against it.

Entering summary judgment against it when the defence as filed raised a triable issue will have the effect of striking out the defence as filed and therefore ousting the defendant from the judgment seat, contrary to the constitutional imperatives on the right to access justice as contemplated in Article 48 of the Constitution and as a result deny it the right to a fair hearing under Article 50(1) of the Constitution and which right cannot be limited by dint of Article 25 of the Constitution, particularly when it is clearly established that the dispute herein can be determined by application of the law."

34. The applicant avers that the respondents clearly and obviously admitted the debt of KShs. 8,200,000/- in their various defences all filed on 15th August 2017. The applicant invites the court to pay close attention to paragraph 4 of the 1st, 2nd, 4th & 5th respondents defence and paragraph 5 of the 3rd respondents defence.

35. Paragraph 4 stipulates as follows:-

The 1st, 2nd, 4th & 5th defendants each raised their respective share and the plaintiff and 3rd defendant, who are husband and wife, contributed KShs. 8,200,000/- being the outstanding amount.

36. Paragraph 5 of the 3rd respondent's defence states:-

The 3rd defendant avers that the 1st, 2nd and 4th defendants raised their respective portions of the purchase price, whilst the plaintiff paid KShs. 8,200,000/- on behalf of the 3rd defendant. The 3rd defendant avers that as a non-Kenyan citizen, the plaintiff was aware that she could not own agricultural land, and further that Land Control Board consent to transfer the property would not be granted. In the circumstances, paragraph 9 of the plaint is denied and the plaintiff is put to strict proof thereof.

37. To further strengthen his case, the applicant relies on an email dated 16th January 2017 by M/s J. M. Mwangi Advocates (annexed to his supporting affidavit) acknowledging receipt of KShs. 8,200,000/- for payment of the purchase of LR No. 13543/148 whose total cost was KShs. 36,000,000/-. Moreover, the plaintiff states that he wrote several demand letters (dated 29th March 2017) to the defendants and they never contested the debt.

38. The respondents on the other hand deny that they admitted the claim in paragraph 10 of the 1st, 2nd, 4th & 5th respondents defence. The 3rd respondent states that she was the wife to the plaintiff at the material time and that the said sum of KShs. 8,200,000/- was a gift from him. The 1st, 2nd, 4th & 5th



respondents state that the sum of Kshs. 8,200,000/- was acknowledged as received and that ought not to be interpreted as an admission to liability.

39. I have perused the record specifically the pleadings and the defences of the defendants as well as the documents of the parties. The applicant has not provided any document containing an express admission of the amount claimed by him in his pleadings as against the respondents to enable this court exercise its discretion and allow the application. It is apparent from the respondents' defences that they deny the claim and further the 3rd defendant has raised issues pertaining to the sum being a gift during their subsistence of their marriage and that further that the plaintiff was aware at all times that the property would be purchased in the name of the 5th defendant.
40. The applicant stated that he remitted the said sum to the respondents but a sale agreement was not forthcoming. In my view, these are issues that are not discernable and ought to be ventilated at trial. The statements of defence of all the respondents reveal that they do not consist of mere denials as alleged but raise triable issues which require proof during hearing. The issues raised by the defendants are to the effect that they deny the debt altogether.
41. The 3rd respondent has also raised the issue of the applicant being a British citizen and therefore cannot own land in Kenya. The existence or non-existence of a written sale agreement for the purchase of the land in question and its legality are in issue. All these issues taken collectively are issues that ought to be ventilated at trial because they require proof by oral and documentary evidence and credibility of the witnesses to be tested by way of cross examination.
42. Further as pointed out by the plaintiff, the counsel for the 1st, 2nd, 4th and 5th respondents swore an affidavit on behalf of the respondents based on contentious issues. According to the applicant, Mr. Mwangi was the counsel for both respondents during the transaction. In my view, the issues herein may be controversial but were within his knowledge through instructions given to him in this case. I decline to strike out the said affidavit.
43. The plaintiff himself has pointed out that counsel for the 1st, 2nd, 4th & 5th swore an affidavit based on contentious issues and he ought to be cross-examined on the said affidavit. The plaintiff further asks the court to expunge the affidavit from the record. Order 19 Rule 3(1) of the *Civil Procedure Rules* provides:-

Affidavits shall be confined to such facts as the deponent is able of his own knowledge to prove; Provided that in interlocutory proceedings, or by leave of the court, an affidavit may contain statements of information and belief showing the sources and grounds thereof.

44. Rule 9 of the *Advocates (Practice) Rules* provides:-

“No advocate may appear as such before any court or tribunal in any matter in which he has reason to believe that he may be required as a witness to give evidence, whether verbally or by declaration of Affidavit, and if, while appearing in any matter, it becomes apparent that he will be required as a witness to give evidence whether verbally or by declaration on affidavit, he shall not continue to appear.

Provided that this rule does not prevent an advocate from giving evidence whether verbally or by declaration or affidavit on formal or non-contentious matters of fact in any matter in which he acts or appears.”

45. The above rule was echoed in *Simon Isaac Ngui v Overseas Courier Services Ltd* [1988] eKLR:-



The applicant's counsel has deponed to contested matters of fact and said that the same are true and within his knowledge, information and belief. It is not competent for a party's advocate to depone to evidential facts at any stage of the suit.

46. Aburili J in *Factory Guards Limited v Factory Guards Limited* [2014] eKLR stated in detail as follows:-

"I have considered the said replying affidavit and the rival submissions on its tenability on record. I find absolutely nothing irregular with that affidavit of Erick J. Mutemi advocate that would persuade me to strike it out. The objection to the said affidavit, in my view is uncalled for venture by the applicant's counsel and must be dismissed for the following reasons:-

1. That the applicant has not pointed out which of the 13 paragraphs of the said replying affidavit offends the law or rules of procedure. An affidavit cannot be unsustainable by mere allegations. He who alleges bears the burden of proving the fact alleged as espoused in Section 107 of the Evidence Act.
2. There is no law that bars an advocate from swearing an affidavit in a client's cause, on matters which he as an advocate has personal knowledge of.
3. Order 19 Rule 3 of the Civil Procedure Rules provides that affidavits shall be confined to such facts as the deponent is able of his own knowledge to prove. It has not been shown that the said affidavit of Erick J. Mutemi offends the best rule evidence as per Order 19 Rule 3(1) above.
4. In addition, it has not been shown which of the matters contained in the said affidavit would require the deponent to be cross-examined on under Order 19 Rule 2 of the Civil Procedure Rules thereby offending Rule 9 of the Advocates (Practice) Rules and or which of the matters deposed qualify as being scandalous, irrelevant or oppressive to warrant being struck off under Order 19 Rule 6 of the Civil Procedure Rules.
5. Neither has it been alleged that the affidavit contains arguments thereby being technically unsound. The mere fact that the affidavit was sworn by an advocate does not render it incurably defective."

47. It is noted from the record that the respondents have filed an application dated 30th May 2018 seeking to strike out the suit to which the applicant herein has already responded to by filing grounds of opposition dated 20th July, 2018. The application refers to the suit as lacking merit is defective, frivolous and vexatious. The existence of this pending application adds weight to the controversial element of this suit.

48. It is my considered view that the application does not pass the test of Order 13 Rule 2 of the *Civil Procedure Rules* due to the existence of so many contested issues.

49. I find that this application lacks merit and it is hereby dismissed.

50. Costs to abide in the main suit

51. It is hereby so ordered.

DELIVERED, DATED AND SIGNED AT NYERI THIS 30TH DAY OF JUNE, 2022.

F. MUCHEMI



JUDGE

RULING DELIVERED THROUGH VIDEO-LINK THIS 30TH DAY OF JUNE, 2022

