



NO.151

REPUBLIC OF KENYA

THE HIGH COURT OF KENYA AT KISII

E & L CASE NO 49 OF 2007

PHILIP OLALI OCHARO.....PLAINTIFF

VERSUS

CONSOLATA ADERO NYAIDI.....1ST DEFENDANT

CHARLES ONYANGO ODOYO NYAIDI.....2ND DEFENDANT

MICHAEL ODENGE NYAIDI.....3RD DEFENDANT

WALTER OLUOCH NYAIDI.....4TH DEFENDANT

GEORGE OCHIENG' NYAIDI.....5TH DEFENDANT

JUDGMENT

1. The Plaintiff was at all material times the registered proprietor of all that parcel of land known as **LR.No. Suna West/Wasweta II/1058** (hereinafter referred to as “**the suit property**”). The Plaintiff brought this suit against the Defendants on 8th May, 2007 claiming that on or about 31st March, 2007 the Defendants without any lawful cause, excuse, permission and/or authority of the Plaintiff trespassed upon the suit property, chased away the Plaintiff’s employees therefrom and commenced cultivation on a substantial portion thereof. The Plaintiff claimed that following the said acts of trespass, the Defendants destroyed the trees that had been planted by the Plaintiff on the suit property valued at kshs. 68,500.00. The Plaintiff claimed further that as a result of the said acts of trespass by the Defendants, the Plaintiff has been dispossessed of a substantial portion of the suit property thereby causing him substantial loss and damage. The Plaintiff sought; a permanent injunction to restrain the Defendants from trespassing, cultivating, damaging crops, interfering with and/or in any other manner dealing with the suit property, special damages in the sum of Kshs. 68,500.00 and general damages.
2. In a joint statement of defence filed on 14th January, 2009, the Defendants denied the Plaintiff’s claim in its entirety. The Defendants denied the Plaintiff’s title to the suit property and contended that if indeed the Plaintiff owns the suit property then the Plaintiff’s title over the same was acquired fraudulently. The Defendants denied that they had trespassed on the suit property and damaged the Plaintiff’s trees thereon as alleged in the Plaint. The Defendants contended that the Plaintiff fraudulently assumed ownership over land parcel number **LR.No. Suna West/Wasweta**

- II/643**(hereinafter referred to as “**Plot No. 643**”) which was registered in the name of the 1st Defendant’s deceased husband who was also the 2nd to 4th Defendants’ father which he proceeded to subdivide into two portions, namely, LR. No. Suna West/Wasweta II/1058 (“the suit property”), and LR. No. Suna West/Wasweta II/1059 (hereinafter referred to as “**Plot No. 1059**”). The Plaintiff thereafter retained the suit property in his name and purported to transfer Plot No. 1059 to the Defendants by way of sale.
3. This suit came up for hearing on 8th July, 2010 before Musinga J. when the Plaintiff gave evidence. The Plaintiff testified that; the Plaintiff and the Defendants come from the same clan. The 1st Defendant’s husband who was also the 2nd to 5th Defendants father was the Plaintiff’s cousin. The 1st Defendant is therefore the Plaintiff’s sister in-law while the 2nd to 5th Defendants are his nephews. The 1st Defendant’s husband and the 2nd to 5th Defendant’s father who is deceased was called Nyaidi Matara (hereinafter referred to as “**Matara**”). During his lifetime, Matara had two wives, the 1st Defendant who was his second wife and one, Priscilla Nyaidi who was the first wife. Matara was the owner of Plot No. 643 which was occupied at all material times by his said two widows and their children. Matara’s first widow aforesaid approached the Plaintiff in 1981 through his son, one Jacob Nyaidi and requested the Plaintiff to purchase ten (10) acres of land that was comprised in the share of the said first widow in Plot No. 643. Plot No. 643 measured approximately 15 hectares. Matara’s said first widow and her said son, Jacob Nyaidi called the clan elders who came and divided Plot No. 643 between the two widows after which the 10 acres which Matara’s first widow had agreed to sell to the Plaintiff was clearly identified and its boundaries marked with sisal plants. Matara’s said widows thereafter authorized the Plaintiff to apply for Letters of Administration with respect to the estate of Matara. The Plaintiff applied for Grant of Letters of Administration aforesaid, got the said Grant in his name and caused Plot No. 643 to be registered in his name as the proprietor thereof in his capacity as the administrator of the estate of Matara. The Plaintiff thereafter proceeded to subdivide Plot No. 643 into two parcels namely, the suit property and Plot No. 1059. The suit property was registered in the Plaintiff’s name pursuant to the sale agreement that they entered into with Matara’s first widow and his son aforesaid, while Plot No. 1059 was registered in the names of the 1st and 2nd Defendants and Jacob Onyango Nyaidi the son of Matara’s first widow who had sold portion of Plot No. 643 to the Plaintiff. The Plaintiff took possession of the suit property in 1992 and has remained in possession of the same since then. The Plaintiff has planted trees and seasonal crops on the suit property over the years without any interference from anyone. Sometimes in the year 2007 while the Plaintiff’s workers were on the suit property, the 1st, 3rd and 4th Defendants entered the suit property and chased away the said workers claiming that the suit property had been stolen from them by the Plaintiff. The Plaintiff’s attempt to settle the issue amicably with the 1st Defendant did not bear fruit. When the 1st, 3rd and 4th defendants entered the suit property, they destroyed the Plaintiff’s trees thereon which were valued at Kshs. 68,500.00. The Plaintiff maintained that he purchased the suit property and that the Defendants’ allegation that he had acquired the same fraudulently was meant to tarnish his name. The Plaintiff stated that the 2nd and 5th defendants had asked him for forgiveness and that he had agreed to forgive them. The Plaintiff produced as exhibits; a copy of the petition for grant of letters of administration with respect to the estate of Matara together with the two affidavits that were filed in support thereof (PEXh.1(a), (b) and (c) respectively), a copy of the land certificate for the suit property (PEXb.2), a copy of the land certificate for Plot No. 1059(PEXb.3), a copy of the extract of the register for Plot No. 1059(PEXb.4), a copy of the extract of the register for the suit property (PEXb.5), copies of applications for land control board consent (PEXb.6(a),(b) and (c)), a copy of letter of consent dated 15th July, 1982(PEXb.6(d)), a copy of transfer of land dated 22nd March, 1982 (PEXb.7), a copy of agreement for sale between the Plaintiff and Jacob Odhiambo Nyaidi(PEXh.8), a copy of Mutation Form(PEXb.9(a),(b),(c) and (d), a copy of a demand letter dated 12th April, 2007 (PEXh.10) and a copy of a letter by the 2nd and 5th Defendants in which they requested for forgiveness from the Plaintiff(PEXb.11).
 4. The Plaintiff called one witness, Jacob Odhiambo Nyaidi (PW2) who gave evidence on 21st July, 2011 before Makhandia J. after the parties agreed that the case do proceed from where it stopped before Musinga J. PW2 is the son of Matara by his first widow, Priscilla Nyaidi. He testified that;

the 1st Defendant is his step mother while the 2nd to 5th Defendants are his step brothers. His mother, Priscilla Nyaindi sold to the Plaintiff who is his paternal uncle a parcel of land on 8th April, 1982 measuring 10 acres. The consideration was that the Plaintiff would put up a house for his said mother. The agreement between his mother and the Plaintiff was reduced into writing and he was a witness to the transaction as Priscilla Nyaidi's only son. The Plaintiff later on obtained a title deed for his portion of the land that was sold to him. He testified that he and the defendants occupy a separate parcel of land namely Plot No. 1059 which is distinct from the Plaintiffs property. He stated that the 1st Defendant was well aware of the sale transaction between the Plaintiff and his mother Priscilla Nyaidi and that, the parcel of land that was sold to the Plaintiff was his mother's share of Matara's land. PW2 produced in evidence as exhibits, a copy of agreement for sale between the Plaintiff and PW2 dated 10th January, 1982 (PExb.12), a copy of the extract of the register for Plot No. 1059 (PExb.15), a copy of the land certificate for Plot No. 1059 (PExb.13) and a copy of the certificate of official search for Plot No. 1059 (PExb. 14).

5. The defence case was conducted before me on 19th March, 2013 after the parties agreed once again that the case do proceed from where it stopped before Makhandia, J. The Defendants' defence to the Plaintiff's claim was mounted by the 1st and 3rd Defendants who gave evidence on behalf of the defendants. The 1st Defendant (DW1) testified that her deceased husband, Matara, owned Plot No. 643. She was not aware that Plot No. 643 had been sub-divided. She stated that no grant of letters of administration with respect to the estate of her deceased husband had been taken out. She denied that she had trespassed on the Plaintiffs land and maintained that she was occupying her own land. She denied executing transfer of land form dated 22nd March, 1982 that was produced in evidence as PExb. 7. She also denied causing any damage to the Plaintiff's trees. In cross-examination, DW1 denied knowing the Plaintiff who she said was not her neighbor. She testified that she only came to know the Plaintiff when he brought these proceedings and had her committed to civil jail for contempt of court. DW2 conceded that she was supposed to share his deceased husband's land with her co-wife, Priscilla Nyaidi but denied that the land had be divided between them by clan elders. She denied ever giving the Plaintiff authority to take out letters of administration with respect to the estate of Matara.
6. On his part, the 3rd Defendant, MICHAEL ODENGE NYAIDI (DW2) testified that he came to know the Plaintiff when he filed these proceedings. That is when he learnt that the Plaintiff hails from their clan. He stated that he stays on his father's land namely, Plot No. 643 and that he did not know of the parcel of land that the Plaintiff was complaining about. He denied ever trespassing on the Plaintiff's land. He stated that he was not aware that grant of letters of administration had been obtained with respect to his father's estate. He denied any knowledge of Plot No. 1059 and the fact that it was owned by his mother and brothers. He stated that he did not consent to the Plaintiff's alleged application for a grant of letters of administration for the estate of his father and that he was not aware that her mother the 1st Defendant did so. He stated that the Plaintiff is not related to him or to his deceased father. He said that the Plaintiff had no business transferring their father's land to them. He denied that he damaged the Plaintiff's trees. In cross examination, he stated that he came to know that the Plaintiff owns the suit property after the filing of this suit. He maintained that he is staying on Plot No. 643 which belongs to his deceased father. DW2 denied that Plot No. 643 had been divided between his mother and her co-wife Priscilla Nyaidi.
7. The Defendants closed their case with the evidence of the said two witnesses after which the parties agreed to put in written submissions. The Plaintiff filed his submissions on 24th April, 2013 while the Defendants did so on 18th June, 2013. I have considered the pleadings, the evidence adduced by the parties and their witnesses, and the submissions by the advocates for both parties. The Plaintiff's claim against the defendants is based on the tort of trespass. The main issues that arise from determination in this suit in my view are:-

- i. **Whether the Defendants trespassed into the suit property;**
- ii. **Whether the Defendants in the course of the said trespass damaged the Plaintiff's trees;**
- iii. **Whether the Plaintiff suffered special damages in the sum of kshs. 68,500/-**
- iv. **Whether the Plaintiff suffered general damages and if so the quantum thereof.**

- v. **Whether the Plaintiff is entitled to the reliefs sought in the plaint.**
- vi. **Who should bear the cost of this suit.**

8. Issues No. I and II:

Trespass has been defined as “**any unjustified intrusion by one person upon land in the possession of another**”. See, **Clerk and Lindsell on torts, 18th edition, Paragraph 18-01**. In the same book, the authors have stated that, ownership of land is a prima facie proof of possession. See, paragraph 18-110 of the text. The Plaintiff’s claim against the Defendants being one for trespass, the onus was upon the Plaintiff to prove that the Defendants did unjustifiably enter upon the land that was in his possession. The Plaintiff produced in evidence a copy of land certificate dated 6th August, 1982 and a copy of undated extract of the register for the suit property. The two documents show that the Plaintiff was registered as the proprietor of the suit property on 11th June, 1982. The said documents show further that the suit property is a sub-division of Plot No. 643. The suit property was registered under the Registered Land Act, Cap. 300 Laws of Kenya (**now repealed**). Section 27 (a) of the Registered Land Act, Cap. 300 Laws of Kenya (hereinafter referred to as “**the Act**”) provides that, the registration of a person as a proprietor of land shall vest in that person the absolute ownership of that land with all rights and privileges belonging or appurtenant thereto. On the other hand, section 28 of the Act, provides that the rights of a proprietor acquired on first registration or subsequently for valuable consideration shall not be liable to be defeated save as provided in the Act and shall be held by the proprietor together with all privileges and appurtenances belonging thereto free from all other interests and claims subject only to the limitations set out under that section. The Plaintiff has demonstrated that he is the registered proprietor of the suit property. The Defendants have contended that the Plaintiff acquired the title to the suit property illegally and fraudulently and as such the Plaintiff is not deserving of the reliefs sought herein. The Defendants have contended that Plot No. 643 was registered in the name of Matara who was deceased at all material times. The Defendants have contended that the Plaintiff did not obtain a grant of letters of administration with respect to the estate of Matara on the basis of which he could have been registered as the proprietor of Plot No. 643 by virtue of being the administrator of the estate of Matara after which he could cause the same to be subdivided in the manner he did. The Plaintiff has claimed that he purchased a portion of Plot No. 643 measuring 10 acres from one of the widows of Matara and that the two widows of Matara authorized him to apply for letters of administration of the estate of Matara so that he may be able to have a separate title for the portion that he purchased. The Plaintiff produced in evidence the purported agreement for sale that he entered into with the said widow of Matara named Priscilla Toto Nyaidi. The Plaintiff also produced in evidence a copy of the petition for certificate of succession with respect to the estate of Matara that he made on or about the 19th February, 1982 and a mutation form for the subdivision of Plot No. 643 into the suit property and plot No. 1059. I must say at the outset that I have found the manner in which the Plaintiff became registered as the proprietor of the suit property shrouded in mystery. To start with, the agreement for sale that was produced in evidence by the Plaintiff (PExb. 11) shows that the agreement for the sale of land was between the Plaintiff and one, Jacob Odhiambo Nyaidi (PW2). The agreement was not between the Plaintiff and Matara’s first widow, Priscilla Toto Nyaidi as the Plaintiff has claimed in his evidence. Secondly, the agreement was for the sale of six (6) acres of land and not ten (10) acres of Land as pleaded in the Plaint and claimed by the Plaintiff and PW2 in their evidence. Again, the Plaintiff in his evidence claimed that he had applied for grant of letters of administration with respect to the estate of Matara. The Petition that was produced by the Plaintiff in evidence indicates otherwise. The petition (PExb.1(a)) shows that the Plaintiff had applied for “**a certificate of succession**” to issue in his sole name. It is not clear why the Plaintiff applied for a certificate of succession and not grant of letters of administration. As I have stated above, the Plaintiff’s petition was filed on or about 19th February, 1982. By this time, the law of succession Act, Cap 160 Laws of Kenya had already commenced. It is in fact clear from the heading of the petition that was filed by the Plaintiff that the same was lodged under the law of Succession Act. Cap. 160 Laws of Kenya. I have noted from the said petition that Matara with respect to whose estate the Plaintiff sought a certificate of Succession died on 8th May, 1976. Section 2(2) of the Law of Succession Act, Cap 160 Laws of Kenya provides that, the provisions of the Law of Succession Act, Cap 160 Laws of Kenya shall not apply to the estates of persons who died before the commencement of the Act but that notwithstanding, the administration of such estates shall

be commenced and shall proceed so far as possible in accordance with the provisions of the Law of Succession Act. My understanding of this provision is that, although the substantive law governing such estates shall not be the law provided under the Law of Succession Act, the procedure to be adopted for the administration of such estates shall as far as possible be that provided for under the Law of Succession Act. It follows that, if the Plaintiff wanted to administer the estate of Matara, he had to file a petition for grant of letters of administration testate or intestate as the case may be. There is no provision in the Law of Succession Act, Cap. 160 Laws of Kenya for the issuance to an administrator “a certificate of Succession”. In any event, it is not even clear whether such certificate of succession was issued as none was produced in evidence. Somehow, the Plaintiff caused himself to be registered as the proprietor of Plot No. 643 that belonged to Matara. It is not clear when this happened as the extract of the register for Plot No. 643 was not produced in evidence. The Plaintiff had testified that although Plot No. 643 was owned by Matara, the same was registered by mistake in the name of Matara’s brother one, **Onyango Matara**. Matara was on the other hand registered as the proprietor of the parcel of land known as **LR No. Suna West/Wasweta II/ 642**(hereinafter referred to as “**Plot No. 642**”) that belonged to his said brother. The Plaintiff testified that he reversed the entries relating to Plot No. 642 and Plot No. 643 by having Plot No. 642 that was registered in the name of Matara transferred to the name of Onyango Matara and Plot No. 643 that was registered in the name of Onyango Matara transferred to the Plaintiff. It is not clear when and how this transaction between Onyango Matara and the Plaintiff took place as no other evidence concerning the same apart from the Plaintiff’s testimony was put before the court. From the extract of the register for the suit property however, the same was registered in the name of the Plaintiff on 11th June, 1982. That means that the Plaintiff got registered as the proprietor of Plot No. 643 on or before 11th June, 1982 because the Plaintiff had to be registered as the proprietor of Plot No. 643 first before he could sub-divide it into, the suit property and Plot No. 1059. The mutation form that was utilized by the plaintiff to sub-divide Plot No. 643 into the suit property and Plot No. 1059 shows that the sub-division of Plot No. 643 was done between 5th July, 1982 and 8th July, 1982. The said mutation form through which Plot No. 643 was subdivided to give rise to Plot No. 1058(suit property) and Plot No. 1059 was in fact registered at land’s office by the Land Registrar on 4th August, 1982. If the mutation form that gave rise to the suit property and Plot No. 1059 was registered on **4th August, 1982**, the question that arises then is how the Plaintiff got registered as the proprietor of the suit property on **11th June, 1982** before the registration of the said mutation form. It is also worth noting that, after the sub-division of Plot No. 643, the Plaintiff who had purchased only **6 acres** of the said parcel of land in his agreement for sale with Jacob Odhiambo Nyaidi ended up giving himself land measuring 4.5 hectares which is equivalent to **11.12 acres** which land exceeded both the actual land that was allegedly sold to the Plaintiff according to the agreement for sale that the Plaintiff produced in evidence and even the 10 acres that the Plaintiff talked about in his testimony. Again if the plaintiff had obtained a grant of letters of administration with respect to the estate of Matara, the Plaintiff ought to have transferred the suit property to himself as purchaser in the process of which he would have been obliged to obtain all the requisite consents. No evidence was produced by the Plaintiff on how the suit property was transferred to his name and whether consent of the Land Control Board was obtained for that purpose. With regard to the other portion of Plot No. 643 which the Plaintiff transferred to the 1st and 2nd defendants and Jacob Odhiambo Nyaidi, the Plaintiff produced in court copies of applications for land control board consent all dated 17th April, 1982 (PEXh.6(a),(b) and (c)), consent letter dated 15th July, 1982 (PEXb. 6(d)) and transfer of land (PEXb.7). It should be noted that the Plaintiff purported to transfer Plot No. 1059 to the 1st and 2nd Defendants and the said Jacob Odhiambo Nyaidi by way of “**a gift**”. If the Plaintiff was the administrator of the estate of Matara the said parcel of land should have been transferred to the 1st and 2nd Defendants by way of transmission as beneficiaries of the estate of Matara. It is also strange that although the consent related to Plot No. 1059, the transfer of land that was produced by the Plaintiff in evidence (PEXh.7) indicated that it is Plot No. 643 that was transferred by the Plaintiff to the 1st and 2nd Defendants and Jacob Odhiambo Nyaidi. I have said enough to show that the Defendant’s contention that the Plaintiff may have acquired the suit property fraudulently is not without basis. The next question that I need to answer is, assuming that the Plaintiff acquired the suit property fraudulently, does that entitle the Defendants to trespass on the same? As I have stated at the beginning of this judgment, the Plaintiff has a title to the suit property which can only be defeated in accordance with the provisions of the Registered Land Act, Cap. 300, Laws of Kenya

("the Act"). Section 143 of the Act empowers the court to cancel any registration of land if it is satisfied that it has been obtained by fraud or mistake. Until the Plaintiff's title to the suit property is cancelled by the court, it remains in my view a valid title which for the sake of the rule of law must be respected. The Defendants have not lodged a counter-claim against the Plaintiff to seek the rectification of the register of the suit property by the cancellation of the title held by the Plaintiff. The Plaintiff's title to the suit property therefore remains valid. The Defendants have no right therefore to enter into the suit property without the Plaintiff's permission. Such entry even in the face of fraud in the acquisition of the Plaintiff's title to the suit property amounts to trespass. To hold otherwise would be to plant seeds of lawlessness and anarchy. This takes me to the next question, namely, whether the Plaintiff proved that the Defendants entered into the suit property and committed the acts complained of by the Plaintiff. The Plaintiff testified that in the year 2007, the 1st, 3rd and 4th Defendants entered the suit property, chased away his workers and uprooted several trees that the Plaintiff had planted on the suit property. The Plaintiff's evidence regarding this incident was not challenged in cross examination. Following this incident, the Plaintiff wrote a demand letter to the Defendants citing the acts of trespass that they had committed on the suit property and his attempts to have the matter resolved amicably. The said letter was produced in evidence as PExh.10. The Defendants did not deny receipt of this letter or the contents thereof. In her evidence, the 1st Defendant simply denied that she damaged the Plaintiff's trees. She did not deny chasing away the Plaintiff's workers from the suit property. In his testimony, the 3rd defendant stated that he did not know the suit property and that as far as he was concerned, he only knew of Plot No. 643 which belongs to his late father, Matara. He denied entering the suit property. The 3rd Defendant however said nothing about the Plaintiff's complaint that they had chased away his workers and destroyed his trees. The 2nd, 4th and 5th Defendants did not give evidence in their defence. The 2nd and 5th Defendants are said to have reconciled with the Plaintiff and the Plaintiff did not wish to pursue his claim against them. From the totality of the evidence on record, I am inclined to accept the evidence of the Plaintiff as concerns the entry into the suit property by the Defendants and the chasing away of the Plaintiff's workers therefrom. As concerns the alleged destruction of trees, sufficient evidence was not placed before the court in proof of the same. The Plaintiff did not tender evidence of the trees that were alleged to have been damaged neither did he submit a report of the said damage from a recognized authority such as the Kenya Forest Service. It is my finding therefore that the Plaintiff has proved that the Defendants entered the suit property without his authority or lawful cause and chased away his workers. The Plaintiff has however failed to prove that in the course of such entry, the Defendants damaged his trees.

9. Issues No. III and IV:

The Plaintiff has claimed both special and general damages for trespass. Special damages has been claimed in the sum of Kshs. 68,500.00. The law on special damages is now well settled. Special damages must be pleaded with the necessary particulars and strictly proved. See, the case of, **Virani t/a Kisumu Beach Resort vs. Phoenix of East Africa Assurance Company Ltd. [2004] 2 KLR 269**, that was cited by the Plaintiff although it was to support a different argument. The Plaintiff pleaded his special damages in the Plaint and set out the particulars thereof. The Plaintiff however failed to prove the same. Infact, the Plaintiff made no attempts to prove the same. In the absence of proof of how the claimed sum of Kshs. 68,500.00 was arrived at, the court is unable to award the same to the Plaintiff. On general damages, I have held hereinabove that the defendants trespassed on the suit property. This alone however does not entitle the Plaintiff to an award of general damages. I have noted that soon after the said acts of trespass, the Plaintiff moved to court and obtained an injunction restraining the Defendants from committing further acts of trespass. The Plaintiff did not lay any basis for an award of general damages. No evidence was led concerning any loss or damage that the Plaintiff had suffered as a result of the said acts of trespass over and above the special damages that the Plaintiff had claimed and which he has failed to prove. Due to the foregoing, it is my finding that the Plaintiffs claim for general damages is not proved.

10. Issues No. V and VI:

I have held herein above that the Plaintiff has proved that the Defendants trespassed on the suit

property. With this finding, the Plaintiff is entitled to an order to restrain the Defendants from committing further acts of trespass. See, the case of, **Aikman vs. Muchoki [1984] KLR 353** that was cited by the Plaintiff. The Plaintiff is therefore entitled to the injunction sought in the Plaint. As I have stated above, the Plaintiff's claims for special and general damages have not been proved. The Plaintiff is therefore not entitled to judgment under those heads of claim.

11. Conclusion:-

In conclusion, I enter judgment for the Plaintiff against the Defendants jointly and severally as prayed in paragraph (i) of the Plaint dated 7th May, 2007. Since the Plaintiff's suit has only succeeded in part, each party shall bear its own costs.

Delivered, dated and signed at KISII this 22nd day of November 2013.

S. OKONG'O

JUDGE.

In the presence of :-

Mr. Ochwang'i for the plaintiff

Mr. Nyamurongi h/b for Mboya for the Defendants

Mobisa Court clerk

S. OKONG'O

JUDGE.