

**REPUBLIC OF KENYA**  
**IN THE ENVIRONMENT AND LAND COURT AT NAIROBI**  
**ELC NO. E143 OF 2023**

**KENYA ALLIANCE INSURANCE**

**COMPANY LIMITED .....**

**PLAINTIFF**

**VERSUS**

**STANLEY KIETI SAMSON ..... 1<sup>ST</sup>**

**DEFENDANT**

**CHIEF LANDS REGISTRAR ..... 2<sup>ND</sup>**

**DEFENDANT**

**SURVEY OF KENYA ..... 3<sup>RD</sup>**

**DEFENDANT**

**FAMILY BANK LIMITED ..... INTERESTED  
PARTY**

**RULING**

1. Before this court for determination is a Notice of Motion dated 26<sup>th</sup> June 2025, brought under **Articles 50 and 159(2) (d) & (e)** of the **Constitution of Kenya 2010**, **Sections 1A, 1B, 3A and 95** of the **Civil Procedure Act**, and **Order 10 Rule 11, Order 22 Rule 22(1), Order 45 Rule 1, Order 50 Rule 6 and Order 51 Rule 1** of the **Civil Procedure Rules**, through which the 1<sup>st</sup> Defendant is seeking the following orders:

- i) That this Honorable Court be pleased to review, set aside and/or vacate the ex-parte judgement dated 9<sup>th</sup> November 2023 and the Decree issued on 28<sup>th</sup> November 2023 and the Certificate of Taxation dated 24<sup>th</sup> January 2025 and all antecedent, consequential and subsequent orders and proceedings thereto in the current suit against the 1<sup>st</sup> Defendant/Applicant be reviewed, set aside and or vacated.***
- ii) That this Honourable Court be pleased to order attendance of the process-server for cross examination.***
- iii) That this Honourable Court be pleased to order that the pleadings in the matter be served upon the 1<sup>st</sup> Defendant/Applicant.***
- iv) That the 1<sup>st</sup> Defendant be granted unconditional leave to file his Defence and Counter-claim and other necessary responses out of time.***
- v) That this Honourable Court be pleased to allow the firm of M/s Nyaguthie Njuguna & Company Advocates to come on record for the 1<sup>st</sup> Defendant/ Applicant.***
- vi) That this Honourable Court be pleased to issue any such or further orders as it may deem necessary in the interest of justice.***

***vii) That the costs of this application be provided for.***

2. The application is premised on the grounds contained in the Motion and the Supporting Affidavit sworn by Stanley Kieti Samson, the 1<sup>st</sup> Defendant. He deponed that he only became aware of these proceedings on 3<sup>rd</sup> April 2025, upon being served with a hearing notice dated 20<sup>th</sup> March 2025 and that he was never served with summons to enter appearance or any pleadings.
3. It was deposed by the 1<sup>st</sup> Defendant that the *ex parte* judgment, decree, and certificate of taxation were obtained irregularly and in violation of **Article 50** of the **Constitution** and that he has been incarcerated since 2019 following a criminal complaint allegedly lodged by the Plaintiff's Chairman involving the suit property, which matter remains pending before the Kiambu Chief Magistrate's Court.
4. He asserts that he was therefore unaware of the civil proceedings herein and that his right to be heard was violated and that although a Counsel, one Mr. Christopher Ochieng' of Ogola Okello & Company Advocates LLP, is recorded as having appeared for him, he never instructed the said Advocate to act in this matter.
5. The 1<sup>st</sup> Defendant contends that the said Counsel only represented him in the related criminal case and that no Notice of Appointment or Memorandum of Appearance was

ever filed on his behalf in this suit and that any service upon that firm was therefore improper and ineffectual.

6. The Applicant maintains that the judgment and subsequent proceedings are irregular; that he stands to suffer substantial loss if execution proceeds, and prays to be granted unconditional leave to defend and prosecute his counterclaim on merit.
7. The application was opposed through a Replying Affidavit sworn on 15<sup>th</sup> July 2025 by Linda Njenga, the Plaintiff's Legal Manager. She avers that the Applicant was duly served and was at all times aware of the proceedings.
8. According to her, on 25<sup>th</sup> April 2023, the Plaintiff's Advocate personally visited Kiambu Prison and served the 1<sup>st</sup> Defendant, who then directed that service be effected upon his Advocate, Mr. Ochieng' of Ogola Okello & Company Advocates and that the said Advocate accepted service and subsequently appeared in Court on 3<sup>rd</sup> May 2023, where directions were taken by consent.
9. The Plaintiff's Legal Manager deposed that the parties were granted 45 days to comply with the provisions of **Order 11** of the **Civil Procedure Rules**; that on 23<sup>rd</sup> May 2023, the Plaintiff duly served the 1<sup>st</sup> Defendant's advocates, as well as the other parties, with a hearing notice scheduled on 26<sup>th</sup> September 2023, together with a copy of the consent order issued on 10<sup>th</sup> May 2023 and that this was done

notwithstanding that the 1<sup>st</sup> Defendant's advocate had been present in court on 3<sup>rd</sup> May 2023 when the said directions were issued.

- 10.** Ms. Njenga relied on the affidavits of service sworn by the Plaintiff's Advocate on 2<sup>nd</sup> May 2023, and by the licensed process server sworn on 2<sup>nd</sup> May 2023 and 31<sup>st</sup> May 2023, respectively.
- 11.** It was further averred that the 1<sup>st</sup> Defendant and his Counsel failed to file a Defence or attend the hearing scheduled for 26<sup>th</sup> September 2023, despite having been served with a hearing notice; that the suit proceeded in his absence; that judgment was delivered on merit and that the 1<sup>st</sup> Defendant was duly served with the Bill of Costs and notices of taxation but failed to attend.
- 12.** Ms. Njenga countered the 1<sup>st</sup> Defendant's claim that he was unable to attend hearing on 26<sup>th</sup> September 2023 because he was in prison, stating that he was released on bond on 3<sup>rd</sup> July 2023.
- 13.** The Plaintiff asserts that the judgment and subsequent decree are regular; that the allegation of non-service is an afterthought intended to delay execution, and that the application is overtaken by events since the decree has already been executed and the property transferred to third parties.

- 14.** The Interested Party, through the Affidavit of Joan Gachomba, Assistant Manager - Legal Services, opposed the application on the basis that the 1<sup>st</sup> Defendant has not met the legal threshold for setting aside a judgment. It is contended that the Applicant admitted to having been represented by Advocate Ochieng', and that there is no affidavit from the said Advocate disowning his appearance.
- 15.** It was further averred by the Interested Party's Assistant Manager-Legal Services, that the Bank, having discharged its charge upon full repayment, no longer holds any proprietary interest in the suit property, and that its continued inclusion in the proceedings is unnecessary.
- 16.** In a Further Affidavit, Stanley Kieti Samson, the 1<sup>st</sup> Defendant, reiterated that he never instructed Mr. Ochieng, Advocate, to appear on his behalf in this matter and that he was never personally served with Summons to Enter Appearance. He deponed that any instructions issued to the said Advocate were limited to his representation in a criminal matter pending before the Kiambu Chief Magistrate's Court.
- 17.** The 1<sup>st</sup> Defendant admitted that the said Mr. Ochieng was indeed his advocate in the criminal proceedings but maintained that he never instructed him to act in this civil suit. He averred that there is no evidence demonstrating that he formally retained the said Counsel for this matter, and that no letter of engagement or Notice of Appointment has been produced to that effect.

- 18.** He further stated that although he was released from remand in or about July 2023, the Plaintiff, despite being aware of his release, did not serve him with any court documents. He contended that as the alleged complainant in the criminal matter, the Plaintiff deliberately withheld service and that he was never been personally served with any hearing notice and was therefore unaware of the proceedings or the hearing date.
- 19.** He further deponed that the registration of the suit property in the Plaintiff's name was irregular and illegal, and that any attempt to deal with or utilize the property in its current status would gravely prejudice his proprietary interests.

### **Submissions**

- 20.** Counsel for the Interested Party submitted that this court ought to dismiss the application on the basis that the judgement on record is regular. Counsel contended that the 1<sup>st</sup> Defendant has himself admitted to having appointed Mr. Ogola Okello, Advocate, to represent him, albeit asserting that the said instructions were limited to the criminal proceedings.
- 21.** It was further submitted that the 1<sup>st</sup> Defendant does not deny that the said Advocate appeared in court on 3<sup>rd</sup> May 2023 when directions were issued by consent of the parties with respect to the pre-trial proceedings.

22. Counsel argued that apart from the 1<sup>st</sup> Defendant's bare assertions, there is no evidence to contradict the fact of that appearance; that if indeed the said Advocate had limited instructions, nothing would have been easier than to have him swear an affidavit clarifying the same and that in the absence of such evidence, the 1<sup>st</sup> Defendant's argument is an afterthought and an abuse of the court process, aimed solely at reopening a matter in which he voluntarily chose not to participate.
23. Counsel for the Plaintiff submitted that the legal threshold for review is well settled under **Order 45** of the **Civil Procedure Rules**. Counsel contended that the 1<sup>st</sup> Defendant's application falls far short of that standard, as it is not premised on any error apparent on the face of the record, discovery of new and important evidence, or any other sufficient reason to warrant review.
24. It was further submitted that the 1<sup>st</sup> Defendant's explanation that he never instructed Mr. Christopher Ochieng' of Ogola Okello & Company Advocates to appear on his behalf, is illogical and inconsistent with the evidence contained in the Plaintiff's Replying Affidavit sworn on 15<sup>th</sup> July 2025.
25. Counsel pointed out that the 1<sup>st</sup> Defendant has admitted that Mr. Ochieng' represented him in a criminal matter involving the same parcel of land that forms the subject of these proceedings and that the manner in which the said Advocate

came to represent him in this case is clearly documented in the Affidavit of Service sworn by Eddy Owiti on 2<sup>nd</sup> May 2023, the contents of which have not been controverted.

**26.** It was submitted that the 1<sup>st</sup> Defendant has not sought to cross-examine the process server on the issue of service and that the 1<sup>st</sup> Defendant has failed to demonstrate that he made any effort to contact Mr. Ochieng' to depone an affidavit clarifying whether his appearance was unauthorized or made by mistake, and neither has he sought to have the said Advocate summoned for cross-examination.

### **Analysis and Determination**

**27.** Having carefully considered the application, the affidavits in support and in opposition, the rival submissions by Counsel for the parties, and the entire record, the following issues arise for determination:

- i. Whether the 1<sup>st</sup> Defendant has established sufficient cause to warrant the setting aside of the judgment and consequential orders.*
- ii. Whether the continued participation of the Interested Party in these proceedings is necessary*

**28.** The 1<sup>st</sup> Defendant has contended that the judgment delivered in this matter on 9<sup>th</sup> October 2023 was irregular because he was not served with summons to enter appearance, the Plaintiff or hearing notice.

29. The jurisdiction of this Court to set aside an ex parte judgment is anchored in **Order 10 Rule 11** of the **Civil Procedure Rules**, which provides that:

***“Where judgment has been entered under this Order, the court may set aside or vary such judgment and any consequential decree or order upon such terms as are just.”***

30. This provision clothes the court with discretionary power to intervene in the interest of justice where a party has been condemned unheard, provided the discretion is exercised judiciously and not capriciously.

31. The discretionary nature of this power has long been affirmed. In **Philip Kiptoo Chemwolo and Mumias Sugar Company Ltd vs Augustine Kubede (1982-1988) KAR**, the Court of Appeal observed that:

***“The Court has unlimited discretion to set aside or vary a judgment entered in default of appearance upon such terms as are just in the light of all facts and circumstances both prior and subsequent and of the respective merits of the parties.”***

32. That discretion, however, is not intended to assist a litigant who deliberately seeks to obstruct or delay the course of justice. As the Court held in **Shah vs Mbogo & Another [1967] EA 116**:

***“The discretion to set aside an ex-parte judgment is intended to be exercised to avoid injustice or hardship resulting from accident, inadvertence or excusable mistake or error but it is not designed to assist a person who has deliberately sought whether by evasion or otherwise to obstruct or delay the cause of justice.”***

**33.** The Court’s first duty in such an application is to determine whether the impugned judgment is regular or irregular. Where service of summons is shown to have been duly effected, but a party fails to enter appearance or file a Defence, the judgment entered is regular, and the court may exercise its discretion to set it aside on just terms. However, where service was not effected, the judgment is irregular and must be set aside *ex debito justitiae*.

**34.** In **James Kanyita Nderitu vs Maries Philotas Ghika & Another [2016] eKLR**, the Court of Appeal drew a clear distinction between regular and irregular judgments:

***“...In a regular default judgment, the defendant will have been duly served with summons to enter appearance, but for one reason or another, he had failed to enter appearances or to file defence, resulting in default judgment. Such a defendant is entitled, under Order 10 Rule 11 of the Civil Procedure Rules, to move the court to set aside***

*the default judgment and to grant him leave to defend the suit. In such a scenario, the court has unfettered discretion in determining whether or not to set aside the default judgment, and will take into account such factors as the reason for the failure of the defendant to file his Memorandum of appearance or defence, as the case may be, the length of time that has elapsed since the default judgment was entered; whether the intended defence raises triable issues; the respective prejudice each party is likely to suffer (see Mbogo & Another V Shah (supra); Patel V EA Cargo Handling Services Ltd [1975] EA 75, Chemwolo & Another V Kubende [1986] KLR 492 and CMC Holdings Vs Nzioki [2004]1 KLR 173). In an irregular judgment, on the other hand, judgment will have been entered against a defendant who has not been served or properly served with summons to enter appearance. In such a situation, the default judgment is set aside ex debito justitiae, as a matter of right. The court does not even have to be moved by a party once it comes to its notice that the judgment is irregular, it can set aside the default judgment on its own motion. In addition, the court will not venture into considerations of whether the intended*

***defence raises triable issue. Or whether there has been inordinate delay in applying to set aside the irregular judgment. The reason why such judgment is set aside as of right, and not as a matter of discretion, is because the party against whom it is entered has been condemned without notice of the allegations against him or an opportunity to be heard in response to those allegations. The right to be heard before an adverse decision is taken against a person is fundamental and permeates our entire justice system. (See Onyango Oloo V Attorney General [1986 - 1989] EA 456). The Supreme Court of India forcefully underline the importance of the right to be heard as follows in Sangram Singh V Election Tribunal, Kotch, AIR 1955 SC 664, at 711:“There must be never present to the mind the fact that ours of procedure are grounded on a principle of natural justice which requires that men should not be condemned unheard, that decisions should not be reached behind their backs, that proceedings that affect their lives and property should not continue in their absence and that they should not precluded from participating in them.”***

- 35.** In the above case, the Court of Appeal emphasized that an irregular judgment, having been entered without proper service, offends the foundational principle that no person should be condemned unheard, and must be vacated as of right once brought to the court's attention.
- 36.** In contrast, where a regular judgment has been properly entered, the court must consider factors such as the reason for the default, the length of delay, whether the defendant has a defence raising triable issues, and the degree of prejudice to the opposite party.
- 37.** It is common ground that this suit was filed on 19<sup>th</sup> April 2023. In the suit, the Plaintiff sought declaratory and injunctive reliefs over LR No. 1159/110 (IR No. 5469), alleging illegal subdivision and fraudulent registration of LR Nos. 1159/477 and 1159/478. The Court subsequently heard the Plaintiff and the Interested Party, and judgment was delivered on 9<sup>th</sup> November 2023 in favour of the Plaintiff.
- 38.** The 1<sup>st</sup> Defendant now seeks to set aside that judgment, contending that he was never served with the Plaint or Summons to Enter Appearance, and that he only became aware of these proceedings upon receiving a hearing notice dated 20<sup>th</sup> March 2025. He also annexed a Certificate of Taxation dated 24<sup>th</sup> January 2025 showing costs awarded to the Plaintiff, and proceedings in Kiambu CMCC No. 1929 of

2019, to demonstrate that he was remanded in custody from 2019 until July 2023.

- 39.** The 1<sup>st</sup> Defendant annexed a Statement of Defence and Counterclaim, asserting that he purchased the suit property from Anthony William and Laura Celeste Dawn of International & Community Agency Limited in 1991 and was issued with a title in March 1996. He claims to have enjoyed quiet possession until 2018, when agents of the Plaintiff allegedly invaded the property and dispossessed him.
- 40.** The 1<sup>st</sup> Defendant further contends that his continued incarceration during the pendency of the civil matter rendered him unable to participate in the proceedings, and that his absence was neither deliberate nor negligent.
- 41.** The Plaintiff, however, produced the affidavit of service of Eddy Owiti, Advocate, who deponed that he visited the Defendant at Kiambu Remand Prison on 25<sup>th</sup> April 2023. Mr. Awiti Advocate deposed that the 1<sup>st</sup> Defendant informed him that he had appointed Ogola Okello & Company LLP Advocates to act for him and to receive process. Service was then effected on that firm through Mr. Christopher Ochieng, who acknowledged receipt and affixed the firm's stamp on 26<sup>th</sup> April 2023.
- 42.** The record confirms that Mr. Ochieng Advocate appeared in court on 3<sup>rd</sup> May 2023, participated in the proceedings, and consented to the maintenance of status quo orders over the suit property. The said Advocate was also present when the

hearing was fixed for 26<sup>th</sup> September 2023. However, he neither filed a Defence nor attended court when the matter came up for hearing.

43. The Affidavit of Service filed by the Plaintiff's Advocate shows that the Hearing Notice dated 23<sup>rd</sup> May 2023, the court orders issued on 10<sup>th</sup> May 2023, and the Plaintiff's Supplementary bundle of documents dated 23<sup>rd</sup> May 2023 were all served upon the firm of Ogola Okello & Company Advocates, who duly acknowledged receipt by affixing the firm's official stamp.
44. The Plaintiff further adduced several affidavits of service showing that the said advocate, Mr. Christopher Ochieng, was subsequently served via WhatsApp with the Notice of Taxation and Party and Party Bill of Costs on 13<sup>th</sup> November 2024 and 13<sup>th</sup> December 2024, respectively.
45. It was also deponed that the 1<sup>st</sup> Defendant was personally served with the said documents on 25<sup>th</sup> November 2024 at the Kiambu Law Courts. Another affidavit of service indicates that on 15<sup>th</sup> January 2025, Mr. Ochieng was served with a Ruling Notice through WhatsApp, and that further Hearing Notices were served upon the 1<sup>st</sup> Defendant's advocates on 13<sup>th</sup> March 2025 and 20<sup>th</sup> March 2025.
46. The Court of Appeal in ***Shadrack Arap Baiywo vs Bodi Bach [1987] eKLR*** held that an affidavit of service enjoys a presumption of regularity unless the process server is cross-examined or the affidavit rebutted by credible evidence.

47. In the present case, the 1<sup>st</sup> Defendant failed to adduce any sufficient evidence to warrant this Court to set aside the presumption of regularity attaching to the affidavits of service. The 1<sup>st</sup> Defendant and his Advocate did not dispute the authenticity of the firm's stamp affixed on the served documents.
48. The record further demonstrates that counsel for the 1<sup>st</sup> Defendant actively participated in pre-trial proceedings and was aware of the hearing date but failed to file pleadings or attend trial. Such omission cannot be excused as inadvertent or accidental.
49. In the absence of rebuttal evidence, the Court finds that the Plaintiff duly effected service upon the Defendant through his duly appointed Advocates. The judgment of this court was therefore regularly entered.
50. However, the question remains whether the Defendant has raised triable issues warranting the Court's discretion to set aside the judgment.
51. The principles guiding the Court in this regard are well settled. In the *locus classicus* case of ***Patel vs East Africa Cargo Handling Services Ltd (1974) EA 75*** Duffins P stated that: -

***“The main concern of the Court is to do justice to the parties and the Court will not impose conditions on itself to fetter the wide discretion***

***given to it in the rules. Where there is a regular judgement the Court will not usually set aside unless it is satisfied that there is a defence on merits.”***

52. Similarly, the Court of Appeal in ***CMC Holdings Ltd vs Nzioki [2004] KLR 173*** gave the following guidance in considering an application to set aside an *ex parte* judgment:

***“In an application for setting aside ex parte judgement, the Court exercises its discretion in allowing or rejecting the same. That discretion must be exercised upon reasons and must be exercised judiciously...In law the discretion that a court of law has, in deciding whether or not to set aside ex parte order was meant to ensure that a litigant does not suffer injustice or hardship as a result of amongst other an excusable mistake or error. It would not be proper use of such discretion if the Court turns its back to a litigant who clearly demonstrates such an excusable mistake, inadvertence, accident or error. Such an exercise of discretion would be wrong principle. In the instant case the learned trial magistrate did not exercise her discretion properly when she failed to address herself as to whether the appellant’s unchallenged allegation that its counsel did not inform it of the hearing date for***

*the hearing that took place ex parte and hence it would appear was true and not if true, the effect of the same on the ex parte judgement was entered as a result of the non-appearance of the appellant and on the entire suit. The answer to that weighty matter was not to advise the appellant of the recourse open to it as the learned magistrate did here. In doing so she drove the appellant out of the seat of justice empty handed when it had what it might have well amounted to an excusable mistake visited upon the appellant by its advocate...The second disturbing matter which arises from the decision of the learned magistrate in dismissing the application for setting aside the ex parte judgement is that in so dismissing the same application, the learned trial magistrate does not appear to have considered whether or not the defence which was already on record was reasonable or raised triable issues. The law is now well settled that in an application for setting aside ex parte judgement, the Court must consider not only the reasons why the defence was not filed or for that matter why the applicant failed to turn up for the hearing on the hearing date but also whether the applicant has reasonable defence which is usually referred as*

***whether the defence is filed already or if draft defence is annexed to the application, raises triable issues. The Court has wide discretion in such cases to set aside ex parte judgment.”***

53. The purpose of this inquiry is not to assess the probable success of the defence, but merely to determine whether the Defence raises triable issues. The Court of Appeal case of ***Job Kilach vs Nation Media Group Ltd, Salaba Agencies Ltd & Michael Rono (2015) eKLR*** in defining what a triable issue is, observed that:

***“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.”***

54. In this matter, the 1<sup>st</sup> Defendant contends that he lawfully purchased (in kind) the suit property from Anthony William and Laura Celeste Dwan who owned International & Community Agency Limited (ICAL) in 1991 in consideration of services rendered to a client, and that he was issued with a title in March 1996. He further asserts that he enjoyed quiet possession until 2018, when the Plaintiff, through its

officials, allegedly trespassed upon and subdivided the property without his knowledge.

- 55.** On the other hand, the Plaintiff alleged that it procured the suit property from International Controls Company (ICL). According to the Plaintiff, the 1<sup>st</sup> Defendant's title was fraudulently procured, and the parcels known as LR Nos. 1159/477 and 1159/478 were unlawfully created out of its property.
- 56.** The 1<sup>st</sup> Defendant's assertion that he lawfully acquired the property in 1991 in kind and obtained a valid title in 1996 by rendering services contrives the provisions of the **Law of Contract Act**, and specifically **section 3(3)**, which requires all agreements in respect of land to be in writing, and witnessed.
- 57.** I say so because the draft Defence does not mention any sort of an agreement that was entered into between the 1<sup>st</sup> Defendant and the vendor, only stating that the land was transferred to him on the basis of undisclosed business transaction.
- 58.** Further, although the 1<sup>st</sup> Defendant has stated in the draft Defence that he purchased (in kind) the suit property in 1991, there is no averment as to why he had to wait until 1996 for the suit property to be transferred to him, and why he never filed a suit if he was indeed evicted from the land in 2018 as he claims.

**59.** In the circumstances, and having read the draft Defence, it is the finding of this court that the 1<sup>st</sup> Defendant's draft Defence does not raise any triable issue to want the exercise of discretion by this court in his favour. Consequently, it is the finding of this court that there is no basis for the setting aside of the Judgment that was delivered by the court on 9<sup>th</sup> November, 2023.

**60.** Having declined to set aside the Judgment, the court will not consider the Interested Party's plea of being released from these proceedings. In any event, the plea can only be considered if the court is moved formally by the Interested Party, and not in response to the 1<sup>st</sup> Defendant's application.

**61.** For those reasons, the 1<sup>st</sup> Defendant's application dated 26<sup>th</sup> June, 2025 is dismissed with costs.

**Dated, signed and delivered in Nairobi virtually this 20<sup>th</sup> day of November, 2025.**

**O. A. Angote**  
**Judge**

**In the presence of;**

Ms Nyaguthie for 1<sup>st</sup> Defendant/ Applicant

Mr. Owino for Plaintiff

Mr. Muriithi for Interested Party

Mr. Allan Kamau for 2<sup>nd</sup> and 3<sup>rd</sup> Defendants

ORIGINAL