



Meru North Co-operative Union Ltd v Nchebere (Environment & Land Case E019 of 2022) [2024] KEELC 4556 (KLR) (5 June 2024) (Judgment)

Neutral citation: [2024] KEELC 4556 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT MERU
ENVIRONMENT & LAND CASE E019 OF 2022**

CK NZILI, J

JUNE 5, 2024

BETWEEN

MERU NORTH CO-OPERATIVE UNION LTD PLAINTIFF

AND

ALINA KAJUJU NCHEBERE DEFENDANT

JUDGMENT

1. The plaintiff approached this court through a plaint dated 12.9.2022, seeking eviction of the defendant from Milimani house situated on L.R No. B1/21 Milimani Meru. The plaintiff averred that sometime in 1982, the defendant's late husband, Julius Karijo, became its general manager and was allocated the suit property at a subsidized monthly rent of Kshs.5,000. It was averred that after assuming the position and occupying the suit property, the deceased abused his office by declining to pay the subsidized rent, leading to his dismissal from employment. The plaintiff averred that despite the demand to vacate the suit property, the deceased declined to do so and instead filed Meru HCCC No. 15 of 1996, Julius Karijo vs Meru North Farmer's Cooperative Union, sought and obtained an inhibition order preventing his eviction from the house until the orders were vacated on 24.10.2019.
2. The plaintiff averred that several notices and demand notes were sent to the deceased and his widow to vacate the house in vain despite huge arrears spanning over the years. The plaintiff averred that the defendant continues to forcefully and continuously trespass into and has made the plaintiff suffer loss and damage for it is unable to enjoy proprietary rights over the land. The plaintiff prayed for an order of eviction for removal of the defendant from the suit land and mesne profits.
3. The defendant opposed the suit with an amended statement of defense and counterclaim dated 27.9.2023. It was averred that if any rent was due and payable for the suit premises, it ought to have been deducted from the monthly salary of the deceased. While admitting the existence of Meru H.C. No. 15 of 1996, the defendant averred that her deceased husband had filed the suit in pursuit of employee-employer dues. Therefore, it could not have prevented the plaintiff from evicting the alleged tenant, for



no injunctive orders were granted against the plaintiff, given that inhibition orders had no relationship with an eviction process.

4. The defendant averred that the former suit was non-existent as of 7.7.2007 out of abatement as declared by the court on 24.10.2019, and therefore, no inhibition orders were in place after 7.7.2007. The defendant averred that she had occupied the suit land with the knowledge of the plaintiff without its consent, peacefully and for a period of 12 years continuously without any interruptions by the plaintiff or its agents; hence, any of the plaintiff's rights over the suit land have been extinguished by operation of the law and in particular Sections 7 & 8 of the *Limitation of Actions Act*. Lastly, the defendant termed the suit as fatally defective for breach of the Civil Procedure Rules.
5. The defendant, while admitting issuance of a notice to vacate the suit premises, averred that even though the plaintiff was the registered owner of the land, the alleged notice had no legal effect, and the plaintiff was not entitled to any proprietary rights over the land, since the same had already extinguished.
6. By way of a counterclaim, the defendant, as the plaintiff, averred that the defendant to the counterclaim, though the registered owner of house No. B1/21 Milimani Meru, situated near Kinoru stadium, had lost all proprietary rights over the land parcel, having been extinguished by operation of Sections 7 and 8 of the *Limitation of Actions Act*, since she has been in actual possession of the land for a period of over 12 years with her children, which occupation has been open, unhindered and without authority of the defendant.
7. The plaintiff to the counterclaim averred that for the whole period, she has been in adverse possession of the suit land runs from 7.7.2007, and the defendant has not taken any steps to have the plaintiff and her family evicted from the suit land. The plaintiff averred that she had acquired an overriding interest in land measuring approximately $\frac{1}{2}$ an acre. The plaintiff to the counterclaim prayed for a declaration that the defendant to the counterclaim has lost his right and authority to claim the land and that he has acquired ownership by virtue of adverse possession to be entitled to be registered as the new owner. The court is unable to trace the receipt used to pay for the counterclaim from 8.12.2023.
8. By a reply to the amended statement of defense and defense to the counterclaim dated 15.12.2023, the defendant averred that its right to the suit land had not been extinguished, and all the attempts to evict the plaintiff were met with a purported negotiated agreement acknowledging its ownership, which the plaintiff dishonored.
9. By way of a defense to the counterclaim, the defendant averred that its rights to the suit land were never extinguished as alleged or at all, and the inhibition order lapsed on 24.10.2019, after the suit was dismissed for want of prosecution, and that the plaintiff's occupation of the suit land was by virtue of a tenant, and therefore was not adverse.
10. At the hearing, John Gichunge, Josephat Thiane, and Ruth Kendi testified on behalf of the plaintiff as PW 1, 2 & 3. PW 1 adopted his witness statement dated 12.9.2022 as his evidence in chief. He told the court that he joined the plaintiff as a cashier in 2005, left, and later rejoined in 2016 as a general manager. He said that in 2005, he would be sent to the suit land to demand rent from the defendant, as the widow of the late general manager who had been given the house on account of his employment and position with the defendant. PW1 told the court that in 2006, the deceased agreed with to the management to be paid Kshs.985,000/= as his dues, only to pass on the same day. PW 1 said that from the record held by the plaintiff, the deceased had another wife called Mary and that the two were each seeking a claim for the deceased's terminal benefits and were all attending the management meeting. PW 1 said that the defendant was seeking the plot as compensation instead of terminal benefits, while the other widow wanted cash payment. PW 1 said that the two widows were also claiming to have



- school-going children. PW 1 further said that the plot was more than Kshs.985,000/= in value and that the defendant was the one advancing negotiation to settle the matter, yet the plot was valued at more than Kshs.2,000,000/=.
11. PW 1 produced letters dated 2.6.1996, 25.12.2005, 20.4.2006, 25.10.2019 as P. Exh No's. 1, 2, 3(a) & (b) & 4, ruling as P. Exh No. (5), breakdown of rent arrears as P. Exh No. (6) and demand letter dated 15.3.2022 as P. Exh No. (7).
 12. In cross-examination, PW 1 said that he was privy to the minutes of the management in 2005 and 2006, where the deceased attended. He denied that the plaintiff had agreed to forfeit the plot in exchange for the deceased also forfeiting his terminal benefits. PW 1 said that there was a standoff between the two widows, and therefore, no way forward was arrived at. PW 1 said that the deceased passed on in 2006 during the pendency of his suit, before the instructed auctioneers could affect the eviction orders.
 13. Further, PW 1 termed the deceased defendant as an illegal occupant on the land since his occupation was pegged on being an employee and that after the dismissal in 1985, his tenancy ceased. PW 1 said that up to 2006, the deceased was paying rent. However, PW 1 was unable to confirm what happened between 2006 and 2019 when the case of terminal benefits was dismissed. However, PW 1 said that rent demand letters were being served upon the defendant, who became adamant until 2022, when the plaintiff's lawyers wrote a demand letter for eviction. PW 1 said that the defendant has never paid rent for 15 years and has never been evicted from the premises.
 14. Similarly, PW 1 said that the plaintiff has never used the land for the last 15 years. Moreso, PW 1 said that it was the defendant who has been coming to their offices renewing her requests to be allowed to live on the land on account of her young family. He said the valuation report was done as part of the then negotiation on the way forward. PW 1 denied that any agreement was reached on the forfeiture of the land to the defendant.
 15. PW 2, on his part, relied on a witness statement dated 27.4.2023 as his evidence in chief. As a chair of the plaintiff's committee since 2008, he associated himself with the evidence of PW 1. Similarly, he produced a copy of the lease agreement dated 11.11.1999, inhibition order dated 17.10.2000, letters dated 28.12.2010, 29.7.2011 & 7.9.2011, 13.4.2016 as P. Exh No's. 8 – 13, a public gazette notice for 22.12.2022 and letters dated 10.1.2023 and 10.1.2023 as P. Exh No. 14-16.
 16. Similarly, PW 2 told the court that the plaintiff knew only of the deceased as the tenant, only for him to start demanding terminal benefits after rent was demanded from her. PW 2 said that until the deceased passed on, he was pleading for time to continue occupying the house due to his school-going children.
 17. In cross-examination, PW 2 said that he used to be a committee member in 2006 when the deceased attended a committee meeting. Further, he said it was the defendant who came up with a valuation report for the plot wanting to top up the alleged terminal benefits of Kshs.985,000/= to attain the value of the plot, which valuation was not acceptable to the plaintiff. PW 2 said that the committee had no mandate to take up the proposal unless the plaintiff's delegates authorized the acceptance. Similarly, PW 2 confirmed that the plaintiff only knew of the deceased first wife. PW 2 said the deceased obtained an inhibition order in 2000; otherwise, the plaintiff has been visiting the plot for inspection, including erecting beacons therein.
 18. PW 3, as a cashier to the plaintiff, adopted her witness statement dated 27.4.2023 as her evidence in chief. She told the court that she had visited the suitland severally to demand rent from the defendant, where she had served her with several demand letters.
 19. Allina Kajuju Nchebere testified as DW 1 and adopted her witness statement dated 4.11.2022 as her evidence in chief. She told the court that her late husband was an employee of the plaintiff and for that



matter, he was housed in the suit land by virtue of his position. DW 1 said that her husband passed on the day he had just come from a meeting with the plaintiff for purposes of negotiating his terminal benefits. She said that the deceased told her on the phone that he had agreed to forfeit his terminal benefits valued at Kshs. 6,000,000/= in exchange of the plot. DW 1 told the court that the plaintiff failed to honor the agreement and that she has since been occupying the land together with her family. The defendant relied on a lease agreement dated 11.11.1999 and demand letters dated 15.3.2022 and 21.9.2023 as D. Exh No. (1), (2) & (3) respectively.

20. In cross-examination, DW 1 admitted that he was not the only widow of the deceased who lost his employment in 1995 and filed a case demanding his terminal benefits. Further, DW 1 said that the deceased was pegging his claim on the plot based on the terminal benefits, culminating in an agreement made on 7.7.2006 in the presence of the former general manager, Mr. Mutoga.
21. DW 1 confirmed that her late husband wrote P. Exh No. (2), admitting the rental arrears and pending store records on account of failure to clear his terminal benefits. She said that after the deceased passed on, she remained on the plot together with her children. In addition, DW 1 said that she had attended several meetings with the plaintiff's committee and notified them of the agreement of forfeiture in exchange for the deceased dues valued at Kshs.6,200,00/=, among which the plot was valued at Kshs.2,200,000/= at the instance of the plaintiff.
22. She said that they refused to top up the value because it was too high. Eventually, she went for a public valuer who came up with a figure of Kshs.1,400,000/=, which the plaintiff refused. She denied the claims of her co-wife, Mary, for the terminal dues. Answering questions from the court, DW 1 admitted that she possessed no letters of administration for the estate of the deceased.
23. At the conclusion of the defence parties were directed to file written submissions. The plaintiff relied on submissions dated 28.3.2024 and submitted on four issues for determination. On whether the plaintiff has proved their case on a balance of probabilities, it is submitted that the continued stay on the suit property amounts to continued trespass.
24. On orders sought, it is trite that the plaintiff be awarded the accumulated rent arrears as mesne profits. As regards the counterclaim it was submitted that the defendant failed to prove the ingredients for adverse possession and therefore the counterclaim must fail and be dismissed with costs.
25. Reliance was placed on *Njoroge Gichuhi vs George Macharia Kagua & another* (2022) eKLR, Black's Law Dictionary, Clerk & Lindsell on Torts 16th Edition, *Muthiora vs Marion Muthama Kiara (suing on behalf of the Estate of Erastus muthamia Kiara – deceased)* (Civil Appeal No. 43 of 2017) (2022) KECA 28 (KLR), *Mistry Valji vs Janendra Raichand & 2 others* (2016) eKLR, Section 24 of the [Land Registration Act](#) 2012, Section 13 of the Limitations of Actions Act and 27 of Order 27 of the [Civil Procedure Act](#).
26. The defendant on the other hand filed submissions dated 12.4.2024. He submitted that the plaintiff's claim is statute-barred and it has acquired the property by way of adverse possession. Reliance was placed on Sections 7, 13 & 38 of the [Limitation of Actions Act](#), *Mbui vs Maranya* (1993) eKLR, *Wambugu vs Njuguna* (1983) KLR 172, *Mtana Lewa vs Kahindi Ngala Mwagandi* (2015) eKLR, *Mbira vs Gachuhi* (2002) 1 EARL 137, *Samuel Kihamba vs Mary Mbaisi* (2015) eKLR, *Isaac Cypriano Shingore vs Kipketer Togom* (2016) eKLR and *Rose Akello Otieno vs Joseph Odale* (2022) eKLR.
27. The issues calling for my determination are:
 - i. If the plaintiff has proved continuous trespass against the defendant.
 - ii. If the plaintiff is entitled to the reliefs sought.



- iii. If there is a competent counterclaim before the court.
 - iv. If the plaintiff to the counterclaim has proved adverse possession against the defendant to the counterclaim.
 - v. If the plaintiff to the counterclaim is entitled to the reliefs sought.
 - vi. What is the order as to costs?
28. The plaintiff's claim against the defendant is based on continuous trespass. It is averred that the defendant's deceased husband was offered the suit premises as part of his employment and that upon dismissal and demise in 2006 the defendant has no basis being on the suit land.
 29. Trespass refers to unjustified entry into the private land of another. The defendant, in her defense and evidence, averred that the plaintiff failed to pay her late husband his terminal dues, and following negotiations, he was offered the rental premises in exchange, for the forfeiture of his terminal dues. The defendant avers that the deceased had agreed to the offer, but the plaintiff reneged on the promise upon his demise. There is no dispute that the deceased was dismissed from his employment with the plaintiff, leading to a suit for terminal dues. The suit abated in 2007 and interim orders for inhibition against the suit land went with the dismissed suit in 2019.
 30. In *Fadhil Juma Kisua & another vs Kenya Ports Authority* (2015) eKLR, the court held that the right to housing of an employee under Section 31 of the *Employment Act* is only available as long as the employment relationship between the parties exists and cannot, therefore, continue upon termination of the employment contract, unless the employer permits the former to continue using the house on humanitarian grounds. The court cited *Erick vs Makhokha & 40 others vs Lawrence Sagini & others* (1994) eKLR that the contract of employment with the fringe benefit of subsidized housing went with it.
 31. Going by this binding case law, it means, therefore a former employee has no legal or equitable right. See also *Dorris Morgan vs F. Stubenitsky* (1977) eKLR. The defendant's argument in this suit, however, is that the deceased and herself were initially on the land/house since the plaintiff had not paid the deceased's terminal benefits. Further, the defendant's justification for staying on the plot was that there were negotiations to forfeit the terminal dues in exchange of the plaintiff surrendering the house to the defendant's late husband.
 32. Section 3 (3) of the *Law of Contract Act*, as read together with Section 38 of the *Land Act*, provides that any land sale agreement be in writing and attested by an independent party to the sale agreement. In *Fidelity Commercial Bank Ltd vs Kenya Grange Vehicle Industries Ltd* (2017) eKLR, the court observed that for there to be a contract, there has to be an acceptance of an offer on the same term, and such acceptance must be unconditional, unequivocal and absolute accompanied by consideration.
 33. The defendant has tendered evidence that the plaintiff holds a lease for the land as per D. Exh No. (1,) the head lessor being the defunct county council of Meru. In P. Exh No. (2) the deceased had admitted that his contract of employment was terminated on 15.3.1995 and that he owed the plaintiff's rent arrears for the suit land. He admitted further that he had filed a suit to contest the dismissal and placed an inhibition on the land, fearing that the union was disposing of some of its properties, likely to interfere with the outcome of his suit. In the said letter, the deceased had expressed his wish to have his dues offset with the liabilities that he owed to the plaintiff. He tabulated his dues as Kshs.6,760,370/=
 34. In P. Exh No. 3 (a) & (b), the plaintiff indicated the deceased dues as Kshs.440,137/= as of 26.4.2006, while the outstanding rent was Kshs.650,000/=, between July 1995 – January 2006. In P. Exh No. (5),



it appears the deceased suit was dismissed for want of prosecution on 6.7.2015, and efforts to revive it by the defendant were unsuccessful in 2015. One of the reasons that the defendant had used to seek the revival of the suit was that the parties had been negotiating for 19 years since the inception of the suit and nine years since the death of the deceased. The court termed the alleged negotiation as hearsay and the delay to revive the suit as inordinate.

35. The court held that for 12 years, the defendant had enjoyed interim orders of the court as well as residing in the premises of the plaintiff, yet she had been reluctant to substitute the deceased to prosecute the suit and was only prompted to do so by the impeding eviction suit.
36. Exh no's (1) - (4) shows that the defendant was given a notice to vacate the plot initially on 20.6.1996 and later on 25.10.2019, as per P. Exh No. (1) & (4). The deceased was to live in the house as part of his service and for the performance of his duties. There is evidence that the deceased left employment with the plaintiff in 1995 but refused to give up the plot or house after due notice was given to him. Instead the deceased sought to justify his continued occupation on unpaid terminal dues by a letter dated 25.12.2005, (P. Exh No. 2).
37. The plaintiff did not accede to his request and instead demanded the rent arrears, said to have been in excess of the terminal dues going by P. Exh No. 3 (a) & (b). The deceased justification came to naught after his suit abated in 2007 for lack of substitution of his name with that of a legal representative. P. Exh No. (5) confirmed the position and thwarted any efforts to revive the suit by the defendant. There is no evidence of an appeal to either the dismissal order, abatement of the suit, or the ruling dated 24.10.2019.
38. In this suit, the defendant seeks to rely on the same grounds as justification why she should not vacate the suit land. No evidence has been tendered to show that the defendant holds a letter of administration or whether she is advancing the interests of the estate of her deceased husband. Even if it were so, the claim by her husband abated by operation of law.
39. Once the suit challenging the legality of the dismissal went, the terminal benefits due to the deceased also went with the dismissal. The defendant cannot possibly revive such a claim through this suit.
40. The defendant has no nexus with the plaintiff, for she was never an employee of the plaintiff. Instead of following up on the terminal dues through the former suit, the defendant waited for close to 13 years after its abatement to revive it. Between 1995 and 2005, the deceased also failed to prosecute his suit for the terminal dues and or pay any rent to the plaintiff. By the time the plaintiff moved to this court on 27.9.2022, the defendant had no justification to be on the plot or house.
41. In *East Africa Railways Corporation vs Karangi (1988) eKLR*, the court held that a former employee who had retired and decided not to hand over the corporation house was a trespasser occupying and remaining in occupation of the premise against his will and without the consent of the corporation and could be evicted from the premises using no more than reasonable means.
42. In *Muhuru Holdings Ltd and 2 others vs Achina Nangomo & 27 others (2018), eKLR*, former employees on Dururumo Farm had invaded the farm, and some were with forceable detainer. Eviction was sought against them. By way of defense and counterclaim, the former employees averred they were owed terminal dues and, therefore, they were entitled to some 20 acres by virtue of adverse possession. The court held that occupation was with permission from the employer and that, in all, when an employee was in possession of land or a house by virtue of his employment, he could not seek to have that land or house by way of adverse possession. The court cited *Delamere Estates vs Ndugu Njai & others (2006) eKLR* and *Wellington Lusweti Barasa & others vs Lands Ltd & another (2014) eKLR*, *Cherono vs Margaret Njoki Kinyanjui (2017) eKLR*, that the reason why employees cannot claim



- the land that they have occupied by virtue of their employment is that their occupation was with the permission of the land owner yet to support a claim for adverse possession the possessor is required to be in possession without the permission of the land owner.
43. By way of a counterclaim, the plaintiff in the counterclaim has sought to be declared the owner of the plot by virtue of adverse possession. To establish a claim by virtue of adverse possession, a party must show that the land is registered in the name of the defendant by displaying a copy of records or a title deed in line with Order 37 Rule (7) of the Civil Procedure Rules and the [Limitation of Actions Act](#).
 44. All what the plaintiff to the counterclaim has brought was a lease that was to run from 1.1.1972 for 33 years. It, therefore, means it expired after 33 years. No current renewed lease was availed before the court. See Joseph Dennis Oondo vs Meshack Juma Omollo & another (2019) eKLR, Serah Muthoni Kimani vs John Wanyoike NRB OS 791/2013 and John Kinyua vs Simon Gitura Rumuru Nyeri C.A 295 of 2005.
 45. The head lessor is the defunct County Council of Meru. There can be no adverse possession against land vested in the county council under Section 41 (v) of the [Limitation of Actions Act](#). See Ravji Karsan vs Peter Gakumu (2019) eKLR,
 46. In Wairimu Mburu vs Chege Thaiya (2019) eKLR, the court cited Wambugu vs Njuguna (1983) KLR 172 that adverse possession contemplates dispossession and discontinuance of possession of the valid owner and that time for adversity began to run in after a license or permission is terminated. The court said that occupation can only be either with permission or adverse for the two concepts cannot co-exist. Further, the court cited Githu vs Ndeete (1984) KLR 776 that running of time will not be interrupted by sending a notice or letter from the true owner.
 47. In this suit the defendant pleaded that her late husband passed on in 2006 and she was left occupying the plot as of right to the exclusion of the defendant to the counterclaim.
 48. Evidence of PW 1 shows that the plaintiff in the counterclaim had continued engaging the defendant in the counterclaim to settle dues belonging to the deceased husband by virtue of his former status as a tenant and a former employee. The plaintiff of the counterclaim continued allowing the defendant of the counterclaim to enter and inspect the suit premises. She was also being served with demand letters for the rent due going by the evidence of PW1, 2 and 3.
 49. For adverse possession to arise, it is not enough to allege that one has been on the land for over 12 years. There must be acts inconsistent with the purpose for which the valid owner intended to use the soil. There is no evidence that the plaintiff to the counterclaim has made any developments on the suit land without the consent or approval to the defendant to the counterclaim. The plaintiff of the counterclaim continued to acknowledge the defendant to the counterclaim as the former employer of her late husband and the owner of the plot and the house. There is, therefore, no evidence tendered to show that the plaintiff has been living on the land as of right and with the animus possidendi to own it.
 50. In Wairimu Mburu vs Chege Thaiya (supra), the plaintiff's husband died in July 2007, and she and her children continued to occupy the land, the court said that although from 1972 to 2007, the plaintiff and her husband were occupying the land as workers and spouses of the former, worker respectively. They were under the permission OR the license of the valid owner. The court said that the spouse's previous occupation could not be divorced from the permitted occupation and position of her husband as an employee.
 51. In this suit, even if the court was to take time to have run in favor of the plaintiff to the counterclaim after the demise of her late husband in 2006, she has not demonstrated the other ingredients of adverse possession. See Ngati Farmers Cooperative vs Ledidi & 15 others C.A No. 94 of 2004.



52. In *Monikah Wangari Mukabi vs Amos Ngugi Mukabi* (2021) eKLR, the claim for adverse possession cannot succeed if the land does not belong to the defendant to the counterclaim. There are no hostile acts demonstrated against the title holder. In *Kasuve vs Mwaani Investment Ltd & another* (2004) eKLR, the court held that identification of the land in possession of an adverse possessor was an essential and integral part of proving adverse possession.
53. As a parting shot, the court has not come across any evidence that the plaintiff in the counterclaim made payments for the legal fees to the counterclaim. In *Kimathi vs Ng'entu & another Environment and Land Appeal No. 79 of 2001* (2022) KEELC 12703 (KLR) (28th September 2022) (Judgment), the court cited *Stanley Kang'ethe Kinyanjui vs Tony Keter & others* (2015) eKLR, that litigation is a game with clear rules of engagement and it is not open for parties to pursue and for the court to allow parties to circumvent such rules.
54. In *Mombasa Cement Ltd vs Speaker of National Assembly & another* (2018) eKLR, the court held that the failure to pay court fees renders the suit incompetent. In *Paresh Kamlakar Naik & another vs Cabinet Secretary Ministry of Interior and Coordination of National Government and others* (2017) eKLR, the court held that failure to pay court fees is not a procedural technicality.
55. The upshot is that I find the plaintiff in the main suit has proved his claim to the required standards. An eviction notice is as a result issued to the defendant to hand over vacant possession of the suit land to the plaintiff on or about 6th September 2024, in default of which the defendant shall be evicted from the suit premises at her costs and expenses.
56. The counterclaim is dismissed for incompetence and lack of merits.
57. Costs to the plaintiff in the main suit.

DATED, SIGNED, AND DELIVERED VIA MICROSOFT TEAMS/OPEN COURT AT MERU

ON THIS 5TH DAY OF JUNE, 2024

In presence of

C.A Kananu

C.B Mwangela for the plaintiff

Miss Mutegi for the defendant

HON. C K NZILI

JUDGE

ELC NO. E019 OF 2022 - JUDGMENT	0
---------------------------------	---

