



**Lolwerikoi v Cabinet Secretary, Ministry of Agriculture, Livestock and Fisheries & 2 others
(Cause E364 of 2021) [2024] KEELRC 2356 (KLR) (30 September 2024) (Judgment)**

Neutral citation: [2024] KEELRC 2356 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE E364 OF 2021
JK GAKERI, J
SEPTEMBER 30, 2024**

BETWEEN

PAUL CLEMENCE LOLWERIKOI CLAIMANT

AND

**CABINET SECRETARY, MINISTRY OF AGRICULTURE, LIVESTOCK AND
FISHERIES 1ST RESPONDENT**

ATTORNEY GENERAL 2ND RESPONDENT

PYRETHRUM PROCESSING COMPANY OF KENYA LTD .. 3RD RESPONDENT

JUDGMENT

1. The Claimant commenced the instant suit by a Statement of Claim filed on 5th May, 2021 which was subsequently amended on 2nd May, 2023 claiming acting and commuter allowance and compensation for constructive termination of employment.
2. It is the Claimant's case that he was employed as Acting Managing Director of the 3rd Respondent on 18th July, 2016 effective 20th July, 2016 for a period of 12 months and left the position of Production Manager Kenya Seed Company Ltd. That the acting was extended for a further 12 months in 2017 vide letter dated 28th September, 2017 and again in 2018 vide letter dated 9th August, 2018.
3. The Claimant avers that prior to the extension in 2017, the Claimant had written to the Public Service Commission (PSC) on 22nd February, 2017 for confirmation as Managing Director of the 2nd Respondent after having served for 6 months and received no response.
4. It is the Claimant's case that by letter from the Ministry, (one Kello Harsama) notified him that he had been transferred to the Ministry's State Department for Crop Development but the transfer was not effected and there was no further communication.



5. That vide letter dated 18th October, 2019, Mr. Harsama informed the Claimant that Mr. Joseph Waweru had been appointed the Acting Managing Director of the 3rd Respondent and was requested to handover.
6. That while acting, the Claimant was earning Kshs.170,000/= as he did as Production Manager at the Kenya Seed Company Ltd and was entitled to a house allowance Kshs.60,000.00, remunerative allowance Kshs.35,000/= and Airtime Kshs.32,000.00 and no acting allowance was paid and was thus discriminated by the 1st and 3rd Respondent.
7. The Claimant prays for;
 - i. Declaration that the actions of the 1st and 3rd Respondent violated his constitutional rights.
 - ii. Compensation against the 1st and 3rd Respondent as may be assessed by the court for violation of fundamental rights and freedoms.
 - iii. Order to compel the 1st Respondent to complete the remaining formalities incidental to the Claimant's transfer into a substantive role and designation.
 - iv. Sum of Kshs.2,152,000.00 as lawful benefits and allowances.
 - v. Compensation for constructive termination of employment being 12 months gross salary Kshs.2,112,000.00.
 - vi. Costs and interest thereof of this claim.
 - vii. Such further, other and consequential orders as the court may deem fit to make.

Respondent's case

8. By a Reply to the amended claim dated 2nd August, 2023 and filed on even date, the Respondents admits that the Claimant was appointed as Acting Managing Director as alleged but denies the alleged extensions of the contract that the extensions were invalid owing to want of approval of the PSC but admits that the Claimant received a transfer letter to the Ministry.
9. The Attorney General also admits that Mr. Waweru was appointed Acting Managing Director of the 3rd Respondent.
10. The Attorney General denies that the Claimant is entitled to any relief.
11. The Respondent counter-claims the sum of Kshs.4,358,006.60 in the form of unsurrendered imprest and prays for dismissal of the Claimant's suit and grant of the Counter-claim.
12. In his response to the Respondent's response, the Claimant reiterates the contents of the amended statement of claim and denies the counter-claim and prays for its dismissal with costs.

Claimant's evidence

13. On cross-examination, the Claimant confirmed that he acted as Managing Director for 3 years.
14. The witness admitted that he was using a government vehicle but immediately changed his testimony stating that he was using his own means.
15. That he was transferred to the Ministry of Agriculture from the 3rd Respondent and had not applied for any position.



16. The witness testified that he was not paid acting allowance.
17. He denied having carried away his personal file.
18. On re-examination, the Claimant testified that on appointment as Acting Managing Director of the 3rd Respondent, he was paid the same salary as a Production Manager at the Kenya Seed Company Ltd.
19. The Claimant admitted having received the demand for Kshs.4 million claimed by the Respondent in 2020 after the transfer.
20. He denies having seen evidence of the alleged advance salary.

Respondent's evidence

21. RWI, Alice Atele testified that the Claimant had been given the personal file to peruse but did not return it.
22. On re-examination, RWI Testified that the Claimant left with his personal file handed over to him by the witness.
23. RWII, Mr. Lawrence Ayieni confirmed that he was the Payroll Officer and explained that all requests for salary advance were made to Human Resource who forwarded it to finance to deduct the advance and advance could be paid without him being aware.
24. The witness admitted that he had no financial records.
25. It was his testimony that the Claimant took lumpsum payment and imprest.
26. RWII, Mr. Edward Ochele Ochieng confirmed on cross-examination that salary advance involved an application by the employee through Human Resource and the Accounting Officer approves and finance pays by cheque signed by the Chief Executive Officer.
27. The witness admitted that he did not attach documents on the salary advance.
28. That the payslip for April 2017 had an entry on acting allowance but no other payslip evidenced payment of the allowance.
29. That the personal file carries all personal documents including claims made and was made aware by the secretary.
30. On re-examination, the witness confirmed that they could not access the Claimant's personal file.
31. RWIV, Veronica Wambui confirmed that by letter dated 18th July, 2016, the Claimant was appointed Acting Managing Director of the 3rd Respondent by the Cabinet Secretary, Ministry of Agriculture and the contract was extended by letter dated 28th September, 2017 and later on 19th August, 2018 by Mr. Mwangi Kiunjuri, the then Cabinet Secretary.
32. That there was a transfer vide letter dated 3rd October, 2019.
33. On re-examination, the witness testified that the Claimant was not an employee of the Ministry of Agriculture and was not on the Ministry's Payroll.

Claimant's submissions

34. Counsel submitted that the Claimant's right to fair labour practice was violated as he was not paid acting allowance and cites the provisions of Article 41 of *the Constitution* and Section 5 of the



- Employment Act as well as the Public Service Commission Human Resource Policies and Procedures Manual, 2016 to urge that acting allowance is payable to those in acting positions.
35. That the amount outstanding is Kshs.1,372,800.00 and commuter allowance of Kshs.780,000/= computed at Kshs.20,000/= per month for 39 months.
 36. According to counsel, provision of a motor vehicle by the employer does not take away the duty of the employer to pay commuter allowance as the work ticket relates to conduct of business during working hours not transport to and from house.
 37. Reliance was made on the decision in *Anne Wairimu Kimani V Kenya Agricultural and Livestock Research Organization* (2017) eKLR that commuter allowance is paid over and above the basic salary as well the sentiments of the court in *Beatrice Ochieng Osir V Board of Trustees Teleposta Pension Scheme Cause No. 665 of 2011*, *Fredrick Odongo Owegi V CFC Life Assurance Ltd Cause No. 1001 of 2012* and *Kenya Ports Authority V Munyao & 4 others* (2023) KESC 112 to urge that the Claimant is entitled to acting and commuter allowance.
 38. On failure to effect transfer, counsel urges that the Respondent's conduct amounted to unfair labour practice as after handing over, the Claimant reported to the Ministry but the transfer was not effected.
 39. Reliance was made on the sentiments of the court in *Nyangasi Ratemo & 9 others V Kenya Police Staff Sacco Ltd & another* (2013) eKLR and *Carolyn L. Musonye V Panari Hotel Ltd* (2017) eKLR on transfer and job description respectively, to urge that the Ministry of Agriculture was bound to deploy the Claimant but failed to do so.
 40. On the Counter-claim, counsel submits that the same ought to be dismissed as it was not accompanied by an affidavit under Order 7 Rule 5 of the Civil Procedure Rules and no evidence was adduced to establish the claim as he who alleges must prove the allegations.
 41. Counsel cited the sentiments of the Court in *Alice Wanjiru Ruhui V Messiac Assembly of Yahweh* (2021) eKLR on the burden of proof.
 42. On costs, counsel urges that they ought to follow the event.

Respondent's submissions

43. The Attorney General submitted on employment status of the Claimant with the Respondent, constructive dismissal and the reliefs sought.
44. On employment, the Attorney General submits that the Claimant was not an employee of the Respondents as he had no employment letter from the 1st or 3rd Respondent and was an employee of Kenya Seed Company Ltd and cites Article 234(2)(a)(II) of the Constitution to urge that the Public Service Commission appoints persons to offices in the Public Service.
45. That the Cabinet Secretary had no power to hire a person in any capacity contractually.
46. According to the Attorney General, the balance of convenience is in favour of the Respondents that the Claimant was not an employee of the 3rd Respondent.
47. On constructive dismissal, the Attorney General submits that as the Claimant was not an employee of the Respondents, he could not be constructively dismissed and the Claimant failed to prove that the Respondents committed a breach of contract.
48. On the reliefs, the Attorney General urges that acting allowance was paid as per the payslips on record and thus the claim fails.



49. Counsel submits that the Claimant had a company vehicle and a driver and no commuter allowance was payable as per the work tickets on record.
50. That the Claimant has not demonstrated with precision the alleged constitutional breaches as held in *Mumo Matemu V Trusted Society of Human Rights Alliance & 5 others* (2013) eKLR.
51. According to the Attorney General, all the reliefs sought are unsustainable.

Analysis and determination

52. It is common ground that the Claimant was an employee of Kenya Seeds Company Ltd effective 1st October, 1991 and was appointed the Production Manager (Seed maize) effective 1st November, 2015 to 31st October, 2018, a period of 3 years based at Kitale at a consolidated salary of Kshs.271,000.00.
53. However, by letter dated 18th July, 2016, the Cabinet Secretary Ministry of Agriculture, Livestock & Fisheries appointed the Claimant to the position of Acting Managing Director, Pyrethrum Processing Company of Kenya Ltd (PPCK), the 3rd Respondent for a period of 12 months effective 20th July, 2016.
54. The letter summarised the duties attached to the position but had no other terms and conditions of employment.
55. By letter dated 16th August, 2016, the Principal Secretary Ministry of Agriculture, Livestock & Fisheries requested the Managing Director of Kenya Seed Ltd to release the Claimant.
56. It is also not in contest that Claimant's acting was extended for a further 12 months vide letter dated 28th September, 2017 and finally vide letter dated 9th August, 2018, scheduled to lapse on 19th July, 2019 or until the post is substantively filled whichever is earlier.
57. However, by letter dated 3rd October, 2019, one Kello Harsama informed the Claimant, on behalf of the Permanent Secretary, that it had been decided that he be transferred to the Ministry of Agriculture, Livestock & Fisheries, State Department for Crop Development.
58. Although the Claimant testified that he reported to Ministry, he adduced no evidence of having done so.
59. From the evidence on record, it is clear that the claimant acted as the Managing Director of the 3rd Respondent from 20th July, 2016 to sometime after 18th October, 2019 when he was to handover to one Mr. Joseph Waweru in the same capacity.
60. Puzzlingly, the Claimant adduced no evidence as to when he handed over or avail a copy of the handover report.
61. The issues for determination are;
 - i. Whether the Claimant's employment was constructively terminated.
 - ii. Whether the Claimant is entitled to the reliefs sought.
 - iii. Whether the Counter-claim is sustainable.
62. Before delving into the issues identified above, it is essential to dispose of the critical but peripheral issue of whether the Claimant was an employee of the 3rd Respondent raised by the Attorney General.
63. Section 2 of the *Employment Act*, 2007 defines an employee as;
A person employed for wages or salary and includes an apprentice and indentured learner.



64. Similarly, an employer is defined as;
- Any person, public body, firm, corporation or company who or which has entered into a contract of service to employ any individual and includes the agent, foreman, Manager or factor of such person, public body, firm, corporation or company.
65. Finally, contract of service means;
- An agreement, whether oral or in writing and whether expressed or implied to employ or serve as an employee for a period of time, and includes a contract of apprenticeship and indentured learnership but does not include a foreign contract of service to which part XI of this Act applies.
66. Significantly, Section 8 of the *Employment Act*, 2007 is unambiguous that the provisions of the Act apply to oral and written contracts.
67. From the evidence on record, it is evident that the Claimant was appointed Acting Managing Director of the 3rd Respondent vide letter dated 18th July, 2016 and although the Claimant did not avail a copy of this acceptance which may have elicited a response on the terms of engagement, it is clear that he took up the position in consonance with the letter of appointment and served until the alleged transfer by Kello Harma.
68. Contrary to the Attorney General's argument that the Claimant had no Letter of appointment from the Respondents, he had letters from Cabinet Secretaries confirming his appointment and extensions of his contract of employment.
69. In any case, by its Reply to the Memorandum of Claim, the Respondent admits the Claimant's averments under paragraph 5 of the Amended Memorandum of Claim that he was employed as the Acting Managing Director of the 3rd Respondent.
70. In the Court's view, even in the absence of the letters from the Cabinet Secretaries, there is sufficient documentary proof that the Claimant was an employee of the 3rd Respondent, otherwise, why would they seek authority to pay him and actually pay him or give him a company motor vehicle, driver, imprest and/or salary advance?
71. On constructive dismissal, the Claimant's counsel made no specific submission other than the Respondent's failure to effectuate the transfer to the Ministry.
72. Counsel for the Respondent urges that the Claimant failed to prove that his employment was constructively dismissed using the tests enunciated by the Court of Appeal in *Coca Cola East & Central Africa Ltd V Maria Kagai Ligaga* (2015) eKLR.
73. It is common ground that the most articulate rendition of the concept of constructive dismissal is that of Lord Denning in *Western Excavating (ECC) Ltd V Sharp* (1978) Q.B 761 as follows;
- “If the employer is guilty of conduct which is a significant breach going to the root of the contract of employment or which shows that the employer no longer intends to be bound by one or more of the essential terms of the contract, then the employee is entitled to treat himself as discharged from any further performance. If he does so, then he terminates the contract by reason of the employer's conduct. He is constructively dismissed. The employee is entitled in those circumstances to leave at the instant without giving any notice at all or



alternatively he may give notice and say that he is leaving at the end of the notice. But the conduct must in either case be sufficiently serious to entitle him to leave at once. . . .”

74. See also *Milton M. Sanya V Agha Khan Hospital Kisumu* (2017) eKLR and *Nathan Ogada Atiagaga V David Engineering Ltd* (2015) eKLR.
75. Needless to belabour, the concept of constructive dismissal was domesticated in Kenya by the Court of Appeal in *Coca Cola East & Central Africa V Maria Kagai Ligaga* (Supra) where the Court adopted the contractual test approach and proceeded to articulate the legal principles in the determination of constructive dismissal such as the fundamental terms of the contract of employment whether a repudiatory breach has taken place, conduct of employer going to the root of the contract, causal link between the employer’s conduct and the termination of the contract, leaving with or without notice, leaving within reasonable time and the employee must not have conducted him or herself so as to be estopped from asserting the repudiatory breach and the employee bears the burden of proof.
76. Although the Claimant avers that the Ministry’s failure to fulfil the legal requirements of the transfer left him in limbo, he adduced no scintilla of evidence of what he did and when he did so.
77. Neither the written witness statement nor the oral evidence adduced in court allude to when he reported to the Ministry’s Headquarters for deployment, who he met and what transpired.
78. The court finds it unbelievable that a former Acting Manager who has a letter of transfer to the Ministry of Agriculture, Livestock & Fisheries reported to the Ministry and did not speak to anyone called and did bother to reduce his predicament into writing to any office including the Ministry.
79. The court finds that the Claimant was less than truthful as to what transpired at the Ministry of Agriculture, Livestock and Fisheries.
80. When did the Claimant decide that he had reached the end of the tether and how did he do it?
81. In the absence of credible and verifiable evidence as to what transpired after the Claimant received the letter of transfer, the Court has no basis to find or hold that the Claimant has demonstrated that his employment was constructively dismissed.
82. To the question whether there was a constructive dismissal, the court returns that none has been proved.
83. As regards the reliefs sought, the court proceeds as follows;

i. Declaration

84. As correctly submitted by counsel for the Respondent, the Claimant has not demonstrated the alleged violation of constitutional right as enunciated in *Anarita Karimi Njeru V Republic* (1976 – 80) KLR 1272.

The declaration is declined.

ii. Compensation

85. Having found as above, the compensation sought for the alleged violations is unavailable and the claim is declined.



iii. Order compelling the 1st Respondent to complete the formalities of the transfer

86. The Claimant adduced no evidence as to what transpired when he reported to the Ministry of Agriculture, Livestock & Fisheries, if he did at all as there is no evidence on record that he did or what he was told.
87. In the absence of evidence on what the Ministry directed and what the Claimant did and when, the court lacks a basis to grant the order sought.

The prayer is declined.

iv. Acting Allowance, Kshs.1,372,800/=

88. It is not in dispute that the Claimant acted as Managing Director of the 3rd Respondent from 20th July, 2016 to sometime in October 2019 when he handed over to the new Acting Managing Director, Mr. Waweru.
89. Although the Respondents testified and the Attorney General submitted that the acting allowance was paid, no verifiable evidence was adduced save for the payslip for May 2017.
90. Having been appointed as acting Managing Director of the 3rd Respondent and rendered services, the Claimant was entitled to an acting allowance at the prescribed rate of 25% of the basic salary and any unpaid amount is payable to the Claimant by the 3rd Respondent.
91. The fact that Claimant had no detailed contract of service cannot avail the Respondents as it was the obligation of the employer to provide a detailed contract of service.
92. Section 10(7) of the *Employment Act*, 2007 is explicit on the burden of proof where the employer fails to produce a written contract or written particulars prescribed in sub-section (1) of the provision as captured by Mbaru J. in *Carolyne L. Musonye V Panari Hotel Ltd (Supra)* cited by the Claimant's counsel.
93. The Public Service Commission Human Resource Policies and Procedures Manual is categorical on payment of Acting allowance and Special Duty allowance among other allowance and as the Claimant was appointed to act in the position of Managing Director of the 3rd Respondent, Acting Allowance was payable.
94. It is unclear to the Court why the board of directors of the 3rd Respondent is not mentioned anywhere in the Claimant or Respondents' case.
95. It would appear as if the 3rd Respondent had no operational board of directors which does not augur well with the constitutional imperatives of transparency accountability in a state agency.
96. In the upshot, the Claimant is awarded acting allowance at 25% of his basic salary for the duration served less any amount already paid as per the 3rd Respondent's payroll for the period in question, as only one payslip shows it was paid.

v. Commuter allowance

97. This is typically one of the terms of the contract of employment to facilitate the employee report to the work place and back to their residence unless housed at the place of work.
98. It is a facilitative allowance akin to house allowance.



99. On cross-examination, the Claimant initially confirmed that he was using a government vehicle but quickly changed his evidence.
100. The court finds him unreliable on this issue and his evidence lacks probative value.
101. Copies of the Work Ticket on record for motor vehicle Registration Number GKA 528B reveal that the Claimant was the principal authorising officer and signatory with the Administration Manager as the alternative.
102. It is clear that the motor vehicle dropped the Claimant at Lanet – Milimani virtually on a daily basis and with few exceptions, he left his residence at 7.00 am.
103. It is also discernible that the Claimant spent a lot of time in Nairobi and used the same motor vehicle.
104. Typically, the Chief Executive Officer of a government body is not the authorising officer of pool vehicles but is the authorising officer of his/her official motor vehicle as evidenced by the copies of Work Tickets availed by the Respondent for 2018 and 2019.
105. It is clear that the 3rd Respondent provided the Claimant with official transport and was thus not entitled to commuter allowance.
106. Contrary to the Claimant’s counsel’s submission that provision of a motor vehicle by the employer to an employee does not disentitle him to commuter allowance, it does as it would amount to double compensation as commuter allowance enables an employee report to the work place and back to his/her residence and if the employer shoulders that responsibility by providing a motor vehicle, the obligation to pay commuter allowance ceases.
107. Clause 9(1) of the Human Resource Policies and Procedures Manual for the Public Service, 2016 is unequivocal that;

All officers in Job Group “T” and below shall be eligible for commuter allowance where they are not provided with Government transport.
108. In addition, Clause 9(3) provides that;

It will be an offence for an officer in receipt of commuter allowance to use Government Vehicle from house to office and vice versa.
109. From the evidence on record, it is decipherable that the Claimant had been provided with official transport and was thus not entitled to commuter allowance.

The claim is declined.

vi. Compensation for constructive dismissal

110. Having found that the Claimant failed to prove that his employment was constructively terminated by the 3rd Respondent, the claim for compensation is unsustainable and it is accordingly dismissed.

Respondent’s Counter-claim

111. The Respondent is claiming the sum of Kshs.4,358,006.60 from the Claimant as unsurrendered imprests and salary advances and written demand was made to the Claimant, a fact he acknowledged on cross-examination but did not respond to the two letters dated 26th August, 2020 and 1st September, 2020.



112. RWII, Mr. Lawrence Ayieni mentioned the sum of Kshs.4.3 million but rendered no evidence of what the amount entailed.
113. RWIII, Mr. Edward Ochele Ochieng mentioned the sum of Kshs.4,358,006.60 in his witness statement but tendered no other evidence on how the imprests were given, when, how much and when they were due for surrender.
114. The witness admitted that he did not attach documents on the alleged salary advances.
115. Both RWII and RWIII confirmed that requests for salary advance involved the applicant, human resource and finance yet the Respondent availed not a single document on any of the alleged salary advances or imprest.
116. Significantly, the absence of the Managing Director's Personal File notwithstanding, the 3rd Respondent had other documents it could use and file in Court in prosecution of its counter-claim.
117. It is unclear to the Court how the 3rd Respondent expected the court to grant the counter-claim of Kshs.4,358,006.60 without a single document in support of the claim. A typical case of throwing a figure to the court to award or decline to do so.
118. From the foregoing, it is discernible that the Respondent's counter-claim is for dismissal and it is accordingly dismissed.
119. Finally, it would be remiss for the Court not to determine an issue that arose during the hearing germane to the Claimant's personal file at the 3rd Respondent's premises.
120. RWI, Alice Atele confirmed on cross-examination that she was the Personal Assistant of the Claimant and had given the Claimant his personal file for perusal but he did not return it and on re-examination, the witness testified the Claimant may have left with the file.
121. In her witness statement, the witness states that on 19th February, 2018, the Claimant instructed her to avail his personal file for perusal and she obliged, but as it was irregular, she volunteered to make a copy of the file and gave the Claimant the copies but the Claimant later insisted on having the original file to counter-check with the copies and thus retained the original personal file and a copy and did not return it.
122. The evidence of RWI is corroborated by her handover report dated 26th April, 2018 when she handed over to one Ann Wela.
123. Bullet number 3 of the outstanding issues that required follow up is explicit that the Acting Managing Director was in possession of his original personal file and a copy of the same given to him on 19th February, 2018.
124. The Claimant adduced no evidence to controvert the evidence of RWI with whom he worked closely as she was the Personal Assistant.
125. In sum, it is the finding of the court that the Claimant did not return his personal file and must do so.
126. In conclusion, judgment is entered in favour of the Claimant as follows;
 - a. Acting allowance Kshs.1,372,800.00 less any amount paid as per the 3rd Respondent's payroll for the period in question.
 - b. The Claimant shall return the original personal file given to him on 19th February, 2018 within 30 days.



127. For the avoidance of doubt, all other claims and the Respondent's counter-claim are dismissed.

128. Parties shall bear their own costs.

DATED, SIGNED AND DELIVERED VIRTUALLY AT NAIROBI ON THIS 30TH DAY OF SEPTEMBER 2024.

DR. JACOB GAKERI

JUDGE

ORDER

In view of the declaration of measures restricting court operations due to the COVID-19 pandemic and in light of the directions issued by His Lordship, the Chief Justice on 15th March 2020 and subsequent directions of 21st April 2020 that judgments and rulings shall be delivered through video conferencing or via email. They have waived compliance with Order 21 Rule 1 of the Civil Procedure Rules, which requires that all judgments and rulings be pronounced in open court. In permitting this course, this court has been guided by Article 159(2)(d) of *the Constitution* which requires the court to eschew undue technicalities in delivering justice, the right of access to justice guaranteed to every person under Article 48 of *the Constitution* and the provisions of Section 1B of the *Civil Procedure Act* (Chapter 21 of the Laws of Kenya) which impose on this court the duty of the court, inter alia, to use suitable technology to enhance the overriding objective which is to facilitate just, expeditious, proportionate and affordable resolution of civil disputes.

DR. JACOB GAKERI

JUDGE

