

IN THE HIGH COURT OF JUSTICE OF THE F.C.T.
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT KUBWA, ABUJA
ON TUESDAY, THE 6TH DAY OF DECEMBER, 2019
BEFORE HIS LORDSHIP: HON. JUSTICE K. N. OGBONNAYA
JUDGE

SUIT NO.: FCT/HC/CV/2463/16

BETWEEN:

MR. UCHE AFOAKU

CLAIMANT

AND

1. EMMANUEL EJEJE

DEFENDANTS

2. PERSON UNKNOWN

JUDGMENT

The Plaintiff in this Case is a businessman. His name is Mr. Uche Afoaku on the 22/9/17 he instituted this action against Mr. Emmanuel Ejeje and an Unknown person. In the Suit he claims the following:-

- 1. A Declaration that he is entitled to the Right of Occupancy over Plot No. CRD CD 111,CAD Zone 07-07 Lugbe Abuja.**
- 2. An Order of perpetual injunction restraining the Defendants, their Privies, Agents, Assigns or whosoever called from further trespass into the said Plot. CRD CD 111 Cadastral.**
- 3. N10 Million damages for trespass on the said Res.**
- 4. N1 Million cost of the Suit.**

He attached Irrevocable Power of Attorney donated to and for his behalf and in his favour by Ashiru Sale Ibrahim on the 8/8/2006.

He equally attached an acknowledgement of AGIS Regularisation of Land Title Documents evidencing the acknowledgement of the receipt of Right of Occupancy for the said CRD CD 111 which is hereafter called and known as the Res. He also attached Offer of the Grant of Conveyance of Approval and the Right of Occupancy No-FCT/MZTP/LA/05/MISC/59419, Receipt for Right of Occupancy Rents and Fees AMAC receipts for process of the said CAD 111– the Res. Development Levy Receipt AMAC Department Treasury Receipt-

On the 1/2/18 the Claimant opened its case, called the PW1 to testify. He tendered 5 documents marked as **Exhibit 1-5**. The Claimant who is also the PW1 was cross-examined by the Defendant's Counsel. After which he closed his case.

The 1st Defendant on the 20/3/18 opened its case and called one witness who is the 1st Defendant. He was cross-examined by the Plaintiff's Counsel and he tendered documents which were admitted and marked as **Exhibits 6-10**.

It is imperative to point out that the 2nd Defendant Unknown Person never entered appearance notwithstanding that it was served all the processes filed by both parties and the hearing notices depicting the various adjourned dates for hearing. It never filed any process nor was it represented by any Counsel throughout the hearing of this case.

Upon close of the parties' case they filed and adopted their respective Final Addresses. In their Final Address filed by the 1st Defendant, he raised an issue for determination which is:

“Whether the Plaintiff has proved his case to entitled him to the Reliefs sought in this case”

The Defendant Counsel submitted that it is trite Law that he who alleges must prove. He referred Court to **Sections.131, 132 & 133 Evidence Act 2011 as amended.**

He then submitted that from the onset that the burden of proof lies squarely on the Plaintiff to prove his allegation with facts. It is only thereafter Plaintiff will be entitled to his claims before the Court. He referred to the following cases:

Nwavu & 11 ors Vs. Okoye & 19 ors (2008) 12 MJSC 28 @ 31-32

Ukaegbu Vs. Nwololo (2009) 1&2 MJSC 98 @ 101

Ezeigwe Vs.Awudu (2008) 8 MJSC 61

That being a Civil Suit the standard of proof required on the part of the Plaintiff is on balance of probabilities or preponderance of evidence. That until the Plaintiff has discharged his burden that the burden shifts to the Defendant.

That in the statement of Claim the Plaintiff Claims possession of the Res since 2001 and 2002. He referred to paragraph 4 & 9 of the Amended Statement of Claim. He submitted that this is an inherent contradiction in the case of the Plaintiff.

That he also Claimed to obtain the land/Res from 2 different persons at 2 different times; one from one **Ashiru Sale Ibrahim in 2002** and in paragraph 9 he said he got the same Res from **Mr. John Lolo in 2001**. He further submitted that a Court does not grant declaration of right either in default of or on admission with taking evidence and being satisfied that the evidence led is credible. He referred to the case of:

Olubodun Vs. Lawal (2008) 9 MJSC 1 @ 5 Ratio 2

He further submitted that it is trite that a Plaintiff must succeed on the strength of his case and not on the weakness of the case of the defence. He referred to the case of:

Faley & or Vs. Dada & Ors (2016) 3-4 MJSC 121@126 Ratio.3

He also submitted that the Plaintiff's case is shaking weak and therefore must fail. He urged the Court to so hold. That from the Claim of the Plaintiff it is not clear on whether he and from whom he got his title from- John Lolo or Ashiru Sale Ibrahim and which year he got the Res- 2001 or 2002. That the apparent contradiction and inconsistency has obviously weakened the case of the Plaintiff and makes it impossible for him to be entitled to the reliefs he sought before this Court.

That under the cross-examination the Claimant who is also the PW1 said: when asked how he came into possession.

"I came into possession in November, 2006"

He submitted that. That is a far evidence from his earlier statement on Oath particularly in paragraph 5 where he clearly stated that he has being in undisturbed and quiet possession since 2002.

That under cross-examination the Claimant Claims that the Land is about 3000sqm. This is inconsistent with the Claimants earlier oath on paragraph 10 where he clearly stated that the Land covers an area of **4081.86 sqm.**

He went on to submit that from these 2 preceding paragraphs the evidence put forward by the Plaintiff is fraught with too many inconsistencies and contradiction as to warrant this Court not to grant him his claim/Reliefs as sought. That being the case the claimant has failed to establishes the root of his title to the Res by credible evidence. He cited the case of:

Adole Vs. Gwar (2008) 5 MJSC 38 @ 46 Ratio 14

He further submitted that both parties have tendered documents of title to the Res in Order to establish their title. But for the Claimant to succeed, he must prove that he has a better title than

the Defendant. He argued that Plaintiff has failed to do so and therefore he is not entitled to any declaration of title in his favour as his claim must fail based on the glaring contradictions and inconsistencies in those facts relied on by him. He urged the Court to so hold.

On allegation of the Defendant destroying economic trees at the Res by the Plaintiff, he submitted that there is no evidence to corroborate that Claim. So also is the allegation of reporting the Defendant to the Zonal Police office and who reported the case to AMAC Zonal manager. That none of those documents were tendered. That it is settled Law that where allegation of facts are not supported by evidence they are deemed abandoned and goes to no issue.

He finally submitted that the Plaintiff has not been able to prove his case to entitle him to the Reliefs sought. He urged the Court to dismiss the case of the Plaintiff as it is unmeritorious and incompetent.

On his own part the Plaintiff filed his Final Address and raises 2 issues for determination which are:

(1). “whether the Plaintiff has put sufficient materials before the Court to entitle him to a Declaration of the Right of Occupancy over the Res.” and

(2). “whether the Plaintiff is entitled to Claims in Damages for trespass against the Defendants in respect to the said Res.”

Before making submission on the issues he raised for determination the Plaintiff through his Counsel had responded to the alleged issue of contradictions in the testimony of the Plaintiff’s witness as raised by the 1st Defendant in paragraph 4.3 &4.4 of the Defendant’s own Final Address; submitted as follows:-

That there is no fundamental contradiction in paragraph 4 & 9 of his Amended Statement of Claim stating that paragraph 4 & 6 of the Amended Statement of Claim explained clearly the nexus between the Plaintiff Mr. Ashiru Sale Ibrahim and John Lolo and as supported by the Exhibit he tendered and admitted in evidence. That whatever contradiction that may appear is not materially sufficient having regards to the overall case of the Plaintiff. Such contradiction cannot stand. He supports that with the case of:

Ayanwale Vs. Odusami (2012) 3 WRN (pt1) @21 lines 25-30

On Issue No. 1

“Whether Plaintiff has put sufficient materials to entitle him to the Right over the Res.”

He submitted that in an action for declaration that this burden of proof is on the party who will lose if no evidence is laid, who in this case is the Plaintiff. That the standard of proof is on preponderance of evidence or balance of probability. He laid evidence in the case of:

Orianzi Vs. A-G Rivers State (2017) 14 WRN (Pt!) 31 line 30-

He further submitted that the Plaintiff had supplied the title Document and had equally exercised clear act of ownership up until 2016 when the Defendant decided to trespass into the Res which culminated into the filing of this Suit. He referred to **Paragraph 5-16 of the Statement of Oath, as well as Exhibit 1-5.**

That the physical possession of the Res by the Plaintiff is not in doubt and the production of the title documents to the Res is not also in dispute.

That though the Defendant also tendered some title documents, a closer look at those documents reveals that such documents cannot stand. Based on their root which came into existence on 16/8/2006 unlike Defendant's own that came into being on

14/3/2001- **Exhibit 1**. That without doubt Plaintiff's title is first in time.

He referred to the case of:

Abraham Vs Baayoin (2018) 15 WRN (Pt120) 20-25

He urged Court to hold in line with the Court's decision in the above case, to the fact that the Plaintiff's document have been first in time prevails.

He submitted that the Power of Attorney tendered by Defendant Exhibit 10 purportedly conferring title on the 1st Defendant is not registered whereas the Power of Attorney tendered by the Plaintiff as shown in Exhibit 2 conferring title to Plaintiff is registered, as such document is registrable by virtue of the FCT Act.

Again that unregistered registrable document like the **Exhibit 10** is not and cannot be admissible in evidence in proof of title .it can only be registered as a receipt. That Plaintiff is the party in possession. He submitted that since **Exhibit 10** which is a registrable instrument, having not been registered cannot confer title on the 1st Defendant. That Plaintiff therefore has a better title than the Defendant and as such the issue should be resolved in his favour.

That in the present Suit the Plaintiff almost met all the requirements necessary to prove ownership through **Exhibit 1-5** and in the facts contained in paragraph 4-10 of the Statement of Claim. That he produced those documents of title and demonstrated act of ownership on the Res. Several years before the time of the alleged purported allocation to the Defendant.

That unregistered registreable instrument can only confer equitable title to a purchaser who does not know about the existence of an earlier equitable interest. He relied on the case of:

Oyebodun Vs. Adewuji (2018) 10 WRN (pt1) 131 @147-148 line 45-20

That in this case the Plaintiff is in possession and in control of the land; as such he is first in time. That he was able through his testimony to establish and trace his title to John Lolo who was issued a letter of Offer on 14/3/01. He submitted that Plaintiff has discharged the burden on him to entitle him to his claim base on the strength of his case. That by so doing he has shifted the burden on the Defendant. He urged the Court to resolve the issue in favour of the Plaintiff and grant all the claims as sought.

On Issue No. 2

On whether Plaintiff is entitled to Damages for the trespass.

He submitted that a trespasser cannot maintain an action where the Plaintiff has established ownership and having being in possession and had presented documents of title to the said Res. He referred to paragraphs 4-8 of the witness Statement on oath as well as Exhibit 1. That all these shows that the Plaintiff has right of ownership of the Res since 2001. That the Defendants earliest claim is only in 2006, five or 6 years after the Plaintiff had come into possession of the Res, going by paragraph 4 & 5 of Statement of the Defendant as well as Exhibit 6 . That the Plaintiff has upper hand both in Law and Equity. He refers to the case of:

Omiyale Vs. Macaulay & or (2009) 3 MJSC 29 @ 55 para G

He further submitted that Plaintiff is in possession and is the owner of the Res. That he has a right of action in trespass over the Defendant. He referred to paragraph 5& 6 of the claim and paragraph 6 & 7 of the witness statement on oath. Showing that the Defendant grossly trespassed on the Res and caused a substantial Damage. He is therefore entitled to maintain an action against the Defendant. He referred to the case of:

Ojo Vs Azama (2001) 1 MJSC 162

That from all indication the Defendant trespassed and had substantially disturbed the said possession by his trespass.

He urged Court to resolve the 2nd issue in favour of the Plaintiff. That the Plaintiff had led evidence which was not contradicted by the Defendant. That all the fundamental claims of the Plaintiff remain uncontradicted. That the defendant could not establish possession or better title. He finally submitted that Plaintiff has been able to discharge the burden placed on him and is therefore entitled to his claims. He urged the Court to grant same.

COURT:

It is a common mantra commonly and usually chanted in all Court and in all case that whosoever alleges must prove. Proving must be by concrete facts supported where necessary with credible evidence in form of documents and material depend on the nature of the case and issues in dispute. **Sections 131-133 Evidence Act 2011 as amended.** That has also re-echoed several in the decision of the Supreme Court in the following cases:

Nwavu & 11 Ors Vs. Okoye & 19 Ors (2008) 12 MJSC 28 @ 31 -32

Ukaegbu Vs Nwololo (2009) 1 & 2 MJSC 98 @ 101

Ezeigwe Vs. Awudu (2008) 8 MJSC 61

Cases are decided on preponderance of evidence and balance of probability. Unless and until the Plaintiff has ably discharged the burden placed on him for coming to Court to seek redress and by ensuring that the set standard is met as the exigencies of the case require, the burden is stocked with him and will not shift such evidence laid must be credible and consistent too; it must be strong and not weak. Otherwise he will fail and not be entitled to the reliefs claimed. Even where the defence is weak the evidence and case of the Plaintiff must be strong and convincing. The

evidence must be consistent and not contradictory for the Plaintiff to win his case and earn the reliefs sought.

Once there is contradiction especially in the root of the case of the Plaintiff's claim it is said that such is false and cannot stand, and that burden of proof has not been discharged that's the decision of the Supreme Court in the Case of:

Ukaegbu Vs. Nwololo Supra Ratio 4 pg 104

For Court to grant a declaration of right to the titled, it will take into cognisance the evidence laid and ensure that it is credible. That's the decision in the Supreme Court case of:

Olubodim Vs Lawal (2008) 9 MJSC 1 @ 5 Ratio 2

The weakness of the submission of a Defendant cannot in anyway strengthen the case of Plaintiff where such case of Plaintiff is fundamentally weak. The Plaintiff must have a strong case supported by credible and concrete evidence before it can succeed. That is the Supreme Court decision in:

Faleye & Ors Vs. Dada & Ors (2016) 3-4 MJSC 121 @126 R 3.

Inconsistencies and contradictions do no good to the case of the Plaintiff but the Defendant must be ready to show that it has a better facts and evidence otherwise the Court will hold that it does not have.

It is no secret that in any matter predicated on title to Land, the evidence is majorly, if not totally, based on documents. The person with superior documents takes the way. And where there are two consistent documents of title the first in time carries the day.

Where the Plaintiff fails to establish with credible evidence the root of his title the claim will collapse and he will not win the day.

That's the decision in the case of:

Adole Vs Gwar (2008) 5 MJSC 38 @ 46 Ratio 14

For Plaintiff to succeed all facts stated must be backed by credible documentary evidence, more so where the issue in dispute is predicated on title to land.

It has been settled in plethora of cases in all the levels of Court's in our land that allegation of fact which are not supported by evidence document and/or material is regarded, as weightless and deemed abandoned and is of no issue as commonly charted by Counsel in Court. Facts backed by concrete evidence make the Plaintiff case stand like the city of Zion which cannot shaken.

In this case both parties have presented before this Court documents of title dated and presented to them at different years and by different persons. They both also have Right of Occupancy which were alleged issued by AMAC at different years.

The Plaintiff had claimed the he "inherited" the property from Ashiru Sale Ibrahim who had earlier inherited same from Lolo John. This was as captured in the 2 power of Attorney tendered as **Exhibit 2 & 1** respectively. The Power of Attorney he received from Ashiru is registered going by the markings in the document it was donated on the 8/8/06. The power of Attorney from Lolo John was donated on 13/11/02. All relate to plots CRD 111 which is the Res in this case.

He also attach Offer of Terms of Grant/Conveyance of Approval in the name of Lolo John dated 14/3/01, on the face of which was marked across the word changed showing that the original Allottees allocation has changed hand as shown in **Exhibit 3**. Equally attached is another Conveyance of Approval dated 16/8/06 bearing his name. obviously issued after he had gotten the Power of Attorney from Ashiru Sale Ibrahim Exhibit 4. The Plaintiff equally attached the Regularisation of Land Title issued by AGIS, dated 19/11/08 bearing his name. He attached the Right of

Occupancy **No.:FCT/MZTP/LA/MISC 59419**. He equally attached some Receipts for payment of Form and processing fees dated 26/5/06.

Payment for Billing of Certificate of Occupancy for the plot CRD 11- the Res dated 22/8/06, issued sometime after the Power of Attorney form Ashiru Sale Ibrahim. He equally attached the Receipt of 3 years Development levy covering 2003-2005. These documents were admitted and all marked as **Exhibit 5**. All these documents were tendered in their raw original Form.

Meanwhile the Plaintiff had claimed that he had since after being the Attorney in 2006 till against 2016 been in undisturbed possession of the Res. When the Defendant entered upon the Res destroy his economic trees thereon claiming he has right over the land and had gotten the right from undisclosed and Unknown 2nd Defendant who never appeared in Court or called as a witness for the 1st Defendant. He later traced his root to Ephraim Akaluka. In order to establish his title as being superior the 1st Defendant tendered 5 documents which are Letter of Offer of Terms of Grant/Conveyance of Approval also dated 16/8/06. This document bears the name of Ephraim Akaluka. It is for allocation of the same CRD 111,Lugbe Layout .

He equally attached another Conveyance of Approval dated 14/3/01 across the face of which was marked in ink the word **“CHANGED”**

Shockingly strange is the fact that the document bears the name Lolo John. One would have expected and rightly so that the document would have ordinarily bears the name of the Allottee who had donated the Power of Attorney to him –Ephraim Akaluka.

He equally attached a Right of Occupancy **No: FCT/MZTP/LA/05/MISC/9345** which was made in the name of

Ephraim Akaluka and not in his own name –Emmanuel Ejeje. He did not attach any Offer or Right of Occupancy in his name. That offer Letter were admitted and marked as **Exhibit 6**. While the Right of Occupancy was marked as **Exhibit 7**. He also attached a documents which is called/title **Right of Occupancy Rent and Fees**. Showing that the land size is 4081.86. The Res is located at kurudu –Jikwoyi Relocation Layout. It was issued on the 13/09/06. To expire on the 15/8/2105. It was made in the name of Ephraim Akaluka. With the Right of Occupancy No:MZTP/LA/05/MISC/9346. The Rent payable was from 22/09/06 that document was admitted and marked as **Exhibit 8**.

Meanwhile as at this point he was already the Attorney of Akaluka given the fact that the Power of Attorney had been donated to him since 26th April, 2006 going by **Exhibit 10** which is the Power of Attorney from Ephraim Akaluka. The inconsistency in this case is very clear and also fundamental.

Again he attached 3 receipts which this Court admitted and marked as **Exhibit 9**- these Receipts are for Form and processing fees dated 16/8/2006 paid the same day that the Offer of Conveyance of Approval was issued to Ehpraim Akaluka. One would have thought that the receipt would have been paid for at least few days before the letter of Offer, as it is in the case of the Plaintiff.

So also the Billing for the payment of the Right of Occupancy was dated 20/9/06 for CRD Lugbe 1 Layout. So also the levy for 2003-5 for CDR 111 though not dated. Strangely the Right of Occupancy Rents and Fees bearing the same Right of Occupancy No. was for allocation of land in Kurudu-Jikwoyi which everyone knows are far apart and are at the extreme opposite direction. There are a lot of inconsistency and disparity in the date.

For instance date of issue was 13/9/06 to expire 15/8/2105. That means that the expiration was extended by 2 days after instead of one day before the end of the year. Date of issue is 16/8/06 but in **Exhibit 8** it is **13/9/06**. It is imperative to point out that there is no how the Defendant would have paid for Form and processing Fee the same day the allocation was issued to Ehpraim Akaluka.

Exhibit 10 is the Irrevocable Power of Attorney donated by Ehpraim Akaluka. It is equally for valuable consideration. It was made on the 25/4/06 long before the allocation was given to the said Ehpraim Akaluka. One would have expected that as at the time of issuance of and the receipt of occupancy it would have come out in the name of the 1st Defendant Emmanuel Ejeje instead of the name of his donor : Ehpraim Akaluka.

Strangely, the Power of Attorney has no address of both the Donor-Ehpraim Akaluka and the donee – Emmanuel Ejeje, though it shows that the land is situate at CRD CD 111 @ Lugbe 1 Layout. But the Exhibit 8 described and cover a land in a totally different location at Jikwoyi towards Nasarawa State.

Without doubt the inconsistency is fundamental though a Plaintiff's case cannot be made strong by the weakness of the defence. But it is important and imperative to clearly point out that where two equities or titles are in contention the first in time stands taller and carries the day. There is no doubt that the document tendered in a case speaks louder than the human voice.

On his own part the Plaintiff had stated both in his oath, testimony in chief and under cross-examination that he inherited the Res from **Ashiru Sale Ibrahim** who in turn had previously "inherited" from **Lolo John**. He tendered documents to that effect **Exhibit 2 & 1**.

He tendered receipts of payment for processing fee which he paid after he had become the Attorney of Ashiru. The Offer as changed was in his name. the Form and processing fees where made long before the offer was made in his name unlike the defendant who presented the receipt of payment for Form made the same day as the date of offer of the Terms of Grants/ Conveyance of Approval as shown in **Exhibit 6**. The history of journey of the Res until it got to the Plaintiff is clear and straight unlike the story told by the Defendant as to how he acquired his title to the said **CRD 111**.

The inconsistencies in the location of the land which the 1st Defendant is arguing on have very fundamentally affected his claim to the Res in this case. Plaintiff claimed to be in possession since 2006 while the 1st Defendant had claimed to be in possession since April 2006. Plaintiff only noticed the trespass sometime in 2016 when Plaintiff alleged that the trespass was in 15/8/16, when Defendant came with bulldozer to destroy the corn and other economic trees thereon.

The issue of consistencies is raised by Defendant in paragraph 4.3 of Final Address the Statement of claim cannot stand and is misleading. In paragraph 4 of the Statement of claim which the Defendant referred to as being inconsistent the Plaintiff stated:

“The Plaintiff...has being in undisturbed possession of the plot CRD 111 Lugbe 1 Layout after Mr.Ashiru Sale Ibrahim, who got the plot from John Lolo gave it to him by planting cashew tree and farming corn on the plot, and appointed him as Attorney.”

The Plaintiff supported this with the Exhibit 2 and averment in paragraph 6.

That he changed ownership after the Power of Attorney was donated by Ashiru Sale Ibrahim **paragraph 6 & 7** of Statement of Claim. In paragraph 9 he confirmed and averred and pleaded the said document of Offer made in his name. He was given Letter of

Allocation upon payment of Fee for Form and processing Fees. That explains the difference in date in the receipts. Unlike the 1st Defendant who tendered Offer/Conveyance Approval that has the same date with the receipts for payment for Forms and processing Fees. **Paragraph 11 & 12 of Statement of Claim.**

Although the Plaintiff averred that the 1st Defendant destroyed some economic trees, he did not tender any document to show that there were economic trees destroyed or evidence of bulldozers in the Res. So also the fact on the report made at the Divisional Police Station Lugbe, and the report made to the Land Manager at AMAC.

The Defendant did not deny it either and did not State whether or not he was invited but failed to first meet the Police and subsequently reported before the Zonal Land manager to verify the title documents he had. The Police were not called to tender any evidence either. It is the Law that to be entitled to damages for trespass the person must clearly establish that there is trespass and that he had a better title than the trespasser and had enjoyed the Res quietly and consistently before the act of trespass was perpetuated.

The Plaintiff has been able to establish with consistent evidence, documents and concrete facts that he had a known, well-defined and traceable title to the Land. He had by stating he farmed in the land for a pretty long time shown that he was in possession unlike the 1st Defendant who has a disjointed story as to the ownership and title documents of the Res. In land matters documentary evidence is key.

Such evidence must be regular, consistent and credible. That is the faith of the Plaintiff's title in this Suit.

Notwithstanding that he did not attach documents to show the destruction of the economic trees and the corn, he was able to

discharge the onus placed on him to show he has a better title and documents to the Res. This Court believes him the Defendant was not able to do same unfortunately and the onus shifted to him has not been discharged.

That being the case this Court therefore holds that the Plaintiff has been able to establish his title to the Res as covered in Right of Occupancy Plot No: CRD 111 Lugbe 1 Layout Abuja. Right of Occupancy No: MZTP/LA/05/MISC.59419.

Again Order of perpetual injunction is hereby granted restraining the Defendants, their privies, agents, assigns and thugs or howsoever called from further trespassing into the said plot No. CRD 111, cadastral zone 07-07, Lugbe 1 Layout, Lugbe Abuja.

N 50,000.00 award as cost of this Suit.

No cost for damages.

**This is the Judgment of this Court. Delivered today the -----
day of -----2019 by me.**

K.N.OGBONNAYA

HON. JUDGE