IN THE HIGH COURT OF MALAWI

LILONGWE DISTRICT REGISTRY

CIVIL CAUSE NO. 323 OF 2003

BETWEEN

BISNO PROPERTIES LTD …….. PLAINTIFF

AND

B.P. MALAWI LIMITED …….. DEFENDANT

CORAM : HON. JUSTICE MZIKAMANDA

: Absent, Counsel for the Plaintiff
: Absent, Counsel for the Defendant
: Ms. Z. Mthunzi , Court Reporter
: Mr.Gonaulinji ….,Court Interpreter

JUDGMENT

In May 2003 the Plaintiff commenced the present action by way of a specially endorsed writ against the defendant claiming general and special damages for breach of a supply agreement dated 1st August, 2000 and for negligence arising out of the defendant's acts and omissions excavating equipment from the Plaintiff's premises. The Plaintiff also claims costs of the action. There is on file a detailed statement of claim filed on 26th September, 2003, with an amended version filed on 19th August, 2004. This was followed by an amended defence filed on 21st October, 2004.

Twice the matter was before Honourable Justice Chombo but it had to be adjourned for reasons of counsel not being prepared to proceed. The first hearing of the matter was before Singini,J. as he then was, on 19th June, 2007. His Lordship heard most of the evidence. When I took over the matter I heard the remaining defence evidence, beginning with DW 3 who adopted his witness statement earlier filed with the court.

PW 1 was Mr. David Bisnowaty. His statement was that he was the Managing Director of Bisno Properties which owned and operated Bisnowaty Filling Station near Nature Sanctuary in the City of Lilongwe. The filling station was operated under an agreement with BP Malawi Limited dated 1st August, 2000. The agreement was in writing. The terms of the agreement included the duration of the agreement, BP's obligations, the equipment to be used at no costs and removal of such equipment as well as how Bisnowaty were entitled to source fuel upon BP's failure to supply for a period of 72 hours. Mr. Ralph Jooma was the Financial Controller and Mr. Jameison Kalirani was the Filling Station Manager.

On or about the 25th July, 2002 the Filling Station Financial Controller and Manager were instructed to procure short falls of fuel from BP but BP failed to supply. On 30th July, 2002 the shortfalls were procured from a third party reputable supplier. On 1st August, 2002 Mr. Happy Jere and Mr. Gibson of BP called the Plaintiff for a meeting where it was alleged that the Plaintiff had breached the agreement and that the Plaintiff should consider the agreement as having been cancelled. This was confirmed by BP who delivered a letter to the

Plaintiff on the same 1st August, 2002. BP then visited the Filling Station and removed their equipment and accessories used under the agreement.

PW 1 was very concerned with the conduct of BP, initially through unjustified failure to supply fuel, the manner they removed the fuel equipment and the state of the manhole covers and left over fuel deposits left around the fuel dispensers, left in a hazardous and risky condition. He took various photographs of the premises showing how bad the situation was. To him BP acted unreasonably and unjustifiably in so far as the agreement between them was concerned. The cancellation of the 20 year supply agreement was done unilaterally and arbitrarily by BP and in breach of the agreement. As a result the Plaintiff suffered damage through cost of installation of initial equipment, costs of new tanks and loss of business and profits besides suffering serious embarrassment.

In court he did state that when BP failed to supply Petroleum products, the Plaintiff procured the same from Petroda whom BP said was against security. Lilongwe City Assembly were invited to inspect the premises after the forcible removal of the Petroleum equipment. The Filling Station remained closed for 52 days.

During cross-examination PW 1 confirmed that his rights and those of BP emanated from the contract the two parties signed. He also confirmed that Clause 8.2. of the supply contract meant that the Plaintiff could not sell foreign products except with the consent of BP. In purchasing fuel from Petroda he relied on Clause 6 of the agreement. PW 1 conceded that Mr. Kalirani the Station

Manager had discussed with him an issue relating to RD Cheques in connection with failure by BP to supply fuel. He said that Clause 6 related to a situation where BP was unable to supply fuel for any reason. According to Clause 18, termination could only be after 14 days and with notice. In the present case there was no notice given before the termination of the agreement. BP were the ones to provide training in health and safety standards about operating a Filling Station. He did not have such training.

Pw 2 was Mr Ralph Jooma, a Financial Controller for Bisno Company. He too adopted his witness statements. On 26th July 2002 he prepared LPO No. 430 to BP which him and Mr. Jameison Kalirani delivered at BP. There at a Miss Kelina mentioned about some RD cheques issued by Bisnowaty. The practice was that if they placed an order they would get fuel the next day. In the present case they did not get the delivery as expected. Instead on 27th July Mr. Jere and Mr. Gibson visited the Filling Station and were attended to by Mr. Kalirani and petrol attendants. He was however told that they were waiting for a vehicle that had gone to Mchinji at the time he asked when the fuel would be delivered. He was told they would deliver by the next day, 28th July. No fuel was delivered. Another LPO No. 431 was issued. It was delivered. Still no fuel was delivered at the Filling Station. PW 1 then told them to source fuel from another supplier as long as the same was reputable and registered with PIL which coordinated importation of petroleum. They purchased fuel from Petroda.

On 1st August, 2002 Mr. Jere and Mr. Gibson visited the Filling Station and held a meeting with them, telling them that they were terminating the agreement and

that a letter would follow. They said they terminated the contract for breach of contract. On 2nd August, 2002, BP staff went to the Filling Station and began removing the equipment. There was a lot of fuel spillage in the process, into the drainage system and onto the main road of Kenyatta Drive.

As there was fuel spillage, Mr. Munthali of BP came and sprayed chemicals for fire prevention. The witness also called the Fire Department of Lilongwe City Assembly.

During cross-examination he confirmed that the relationship between the Plaintiff and the Defendants was governed by a contract. He did not think a breach of Clause 8.3 would have been remedied. It was Mr. Happy Jere to inform the Plaintiff about the status of payments even though Miss Kalema shared an office with Mr. Happy Jere.

In re-examination it transpired that the Plaintiff had a balance which BP owed him at the termination of the contract, which balance did not reflect any RD cheques. The letter of termination made no reference to RD cheques.

PW 3 was Mr. Phillip Mixion Nkhulika. He adopted his witness statement. He was a Fire Officer at Lilongwe City Assembly Fire Brigade where he had been since 1990 having been with the City of Blantyre since 1st December, 1973. He said that on 3rd August 2002 at about 11.00 hours, Lilongwe Fire Brigade was approached by Bisnowaty Filling station to make an assessment and give recommendation to Bisnowaty Filling Station and surrounding properties.

When he got to the site he found that fuel dispensers had been removed from original pumping connections, leaving non-air-tight manhole covers in place and a total of 13,600 litres of diesel vulnerable to fire or sparks from moving vehicles or electrical system around the installation. There were fuel leaks around the removed fuel dispensers and a large quantity of fuel spilt over across the road towards Nature Sanctuary. There were only two dry power fire extinguishers for the whole property. The originally proposed fire horse reel was not yet installed. He recommended that no vehicles be allowed around the area and business of any kind be stopped in order to allow switching off of electricity until appropriate fuel tank covers were in place. He also recommend that the spilt fuel be diluted and swept away to a place of safety and that the Fire Brigade be available for assistance or advice at any time 24 hours a day. There had to be fire fighting training to Petrol Attendants which had not been conducted to ensure alertness in future similar occasions. He produced a report and photographs.

During cross-examination he said that there was serious threat of fire on the promises following the removal of the equipment.

DW 1 was Happy Jere who at the material time was Business Manager for BP Malawi. He adopted his witness statement. According to his statement he joined BP on 18th October, 1997 as a Sales representative and was in February, 2001 transferred to Lilongwe from Blantyre, where he became Area Manager for the Centre. He became Business Manager in 2002. On 26th July, 2002 Kelina Chiponda, his Business Support Officer, informed him that Bisnowaty's cheque No.

511939 for K1,354,734.48 dated 20th July, 2002 had bounced. He instructed her that she must not supply product to Bisnowaty until the cheque amount was replaced with a bank cheque or cash according to BP policy. On 30th July, 2002, David Bisnowaty approached him and asked him to supply. He told him that there could be no supply until the bounced cheque was redeemed.

On 31st July, 2002 one of BP's employees sent him an e-mail saying he had seen a tanker with a trailer at Bisnowaty Filling Station. He in turn informed Mr. Fred Gibson, BP's Retail Manager. He visited the Filling Station and met the Site Manager and began dipping in the tanks. PW 1 came out of the office and told him that he had no right to dip without permission. DW 1 said he had the right under the agreement. He found that the tanks had 12,000 litres of petrol and 18,000 litres of diesel and yet the tanks were supposed to be dry as they had not been supplied from the time the station ran out of the product. PW 1 then said he had received the product from a third party. DW 1 had earlier that morning seen a tanker TZN 3289 parked near the Nature Sanctuary in the neighbourhood of Bisnowaty Filling Station. The driver got out and went to Bisnowaty Station. He returned to the office and reported to Mr. Fred Gibson.

The following morning on 1st August, 2002, Fred Gibson flew to Lilongwe and they went to meet PW 1 in his office. They informed him that he had breached the supply agreement by receiving supply of fuel from a third party without the approval of BP. He said he was entitled under the agreement and he did not see why he had to ask BP. They then told PW 1 that BP could not continue doing business with him because it would compromise BP's safety policy and brand

image. They returned to BP's offices and wrote a letter terminating the agreement. The letter was delivered the same day, 1st August, 2002.

The following day 2nd August 2002 Mr. Obrain Munthali and his engineering team accompanied him to the Filling Station to remove the equipment. PW 1 told them to go ahead and remove. They removed the dispensers, generator and compresser. They asked Pw 1 to provide a tanker in which they could put the fuel. PW 1 failed. On 5th August, they went back to remove the pumping unit. There was a little spillage into the storm drains. PW 1 started complaining that the team was destroying the environment and he called many people including the City Assembly. They cleaned the spillage using some chemicals and by the time they left there was no spillage. The spillage was certainly not 7,400 litres petrol and 13,600 litres of diesel. He never said to the customers that they were removing the equipment because PW 1 was bankrupt.

In court he said he had no knowledge of a truck which had broken down in Mchinji. He said that the reason they did not supply fuel was that after the cheque came back dishonoured from the bank it meant that there was a quantity of fuel that had been supplied but had not been paid for. They could not supply fuel until payment was made for the fuel already supplied. The cheque that bounced was not replaced before the termination of the contract of supply.

During cross-examination he said he left BP and is a dealer in BP products. He was aware of the contents of the agreement between BP and PW1. The agreement was terminated because PW 1 did not follow the agreement by purchasing fuel

from another supplier. It was not terminated because of payment. He confirmed that before termination of agreement the rules require that a warning is ordinarily given. In this case there was no warning. A warning letter was prepared but it was not delivered because PW 1 did not want to accept that he was wrong. He said that he was not 100% able or competent to explain fully the agreement between the parties. The agreement was terminated after close to one week of their not supplying PW 1 with fuel. It was a serious issue not to supply fuel to a dealer. He said he could not remember exactly who spoke to the dealer informing him that they could not supply fuel because of the unpaid cheque. It may well have been himself, he said. He could not remember to have written the dealer or not. The letter of termination does not talk about failure to pay nor does it make reference to sums of money owing. He could not remember if PW 1 and PW 2 visited BP offices on 30th July, 2003. He could not remember what he said or who said what as they removed the equipment.

DW 2 Khelina Chiponda, Business Support Officer for BP Malawi, adopted her witness statement. That statement shows that she joined BP Malawi on 5th February, 2001 and is responsible for customer service to dealers such as supplying of uniforms, receiving cheques, orders for fuels from dealers and coordinating with the Department, Stationery and banking of dealers cheques. On 30th July, 2002 Messrs Jooma and Kalirani of Bisnowaty Filling Station visited her offices and asked why their order for fuel was not being supplied. He told them that there was an issue to do with payment as their previous cheques had come back from the bank refer to drawer. She told them to resolve it with her Business Manager before supply could be made. That day the Business Manager

was out to town. Later in the afternoon PW 1 got to her officer and demanded to meet Happy. He did not discuss with her.

During cross-examination she said that she had no knowledge of the agreement between PW 1 and BP. DW 1 was her supervisor and was the one who would decide whether to supply fuel or not. The Plaintiff was not written a letter on the issue of the cheques. She could not produce evidence of the returned cheques. She would not know if the Plaintiff's account was in the negative or in the positive. It was only DW 1 who would have known.

DW 3 was George Kanada. He too adopted his witness statement. He joined BP in March 2000 as a maintenance technician. On 2nd August, 2002 in the morning Mr. Obrain Munthali told him that they should go and remove equipment at Bisnowaty Filling Station. DW 1 joined them and instructed them to begin removing upon their arrival. The equipment was removed professionally with very little spillage. They cleared the spillage with soapy water. None of the team uttered any words. PW1 said to them:

> *"Go ahead and remove the equipment and be quick about it. Tomorrow I will be selling; I have already found another supplier."*

During cross-examination he said that isolation of power was done by intertec, their contractor. He was shown pictures and he said he could not comment on the black stuff seen in them. He did not see any-body taking pictures on that day. He said less than 2 litres of petrol were spilled and less than 2 litres of diesel were

spilled during the removal exercise. The exercise finished during morning hours, having started around 7.30 am. Spillage is not determined by whether a tank is full or not. It is the connection from the dispensers that causes spillage. Any spillage of petrol or diesel would not include reddish or blackish colour. He caused spillage of diesel as he removed the equipment. He did not know what other substance apart from soapy water was used to clean up the spillage. He did not know what substance his colleagues used to clean up spillage. He could not say whether spillage remained because he had to leave the premises to attend to breakdown somewhere. He left after doing his part of the work. He was not competent to comment on everything that happened at the premises. He could not say whether his colleagues said to the people at the scene that they were removing the equipment because PW 1 was bankrupt. Again he did not witness the discussions between Jere and PW 1 because he operated at a distance. He was only responsible for removal of the dispensers. The spillage was removed using soapy water because it was little and there was no need for him to use dryzit. Having seen the pictures of the premises showing spillage he said he did not see anyone taking pictures and he could not comment on whether BP was responsible for the spillage. He did not see anything in the spillage that connected the spillage with BP. In removing the equipment they complied with appropriate safety measures. Each island had its own fire extinguisher and he was not involved in the removal of the extinguishers.

DW 4 Mr. Obrain Munthali adopted his witness statement. He joined BP Malawi as a fitter on 4th November, 1996. On 2nd August, 2002, Mr. Peter Chilipa, the Engineering Manager told him to cancel all his scheduled programmes for the day

as he would be engaged at Bisnowaty Filling Station. At the Filling Station PW 1 gave then a *"go ahead and do it quickly"* to remove the equipment. They disconnected ESCOM power completely and removed the generator set. They then removed the dispenser. They then removed the submensible pump from the underground tank. There was a little spillage of residual fuel into the man hole and into the outlet pipe and the drain. The fuel collected as a film on top of the water in the drain. He applied a substance called *"Dryzit"* which quickly sucked all the fuel and only the water was left in the drain. Then they cleaned the drain with Quatro. They failed to remove the underground tanks because PW 1 could not find a tanker to put in the fuel. They plugged the opening of the tank and left. He never returned. The spillage could at most be estimated at less than 10 litres.

He stated in court that the pictures of the station produced by the Plaintiff were exaggerated. He never saw anybody taking pictures. He never spoke to customers.

During cross-examination he said five BP staff had been deployed to do the job with him as leader of the team. They got to the station around 8.00 am and left around 5.00 pm having completed the job. He could not dispute the report of the Fire Department. When they left the station there was 7,500 litres of fuel. He would not dispute that on that day there were customers who wanted to buy fuel. He never spoke to the customers disparaging the Plaintiff. Neither did anyone in his group speak to the customers disparaging the Plaintiff. He maintained that the pictures shown to him were an exaggeration of the spillage that occurred at the site during the removal of the equipment. The pictures were Ex 3 A, Ex 3 B and Ex

3 C. He did not see anything wrong with Ex 3 D but he would dispute that the black stuff in it is the aftermath of their exercise. He then said the condition he left could not have led to Ex 3 D and as such it too was exaggerated. He disputed that pictures Ex 3 E and 3 F were an aftermath of their exercise. The spillage of petrol and diesel was minimal during their exercise. He estimated that not more than 5 litres of Petrol and not more than 5 litres of diesel were spilt. He said that the total spillage was close to 10 litres of fuel and both the petrol and the diesel were colourless. When they knocked off at 5.00 pm they had not finished the removal. They were supposed to use dryzit and quarto chemical for cleaning at the end but they did not reach the end. The spillage could have been one litre, two litres but not more than ten litres. If fuel is spread one could easily confuse between two litres and ten litres. The spillage went into the drainage system which extends to Nature Sanctuary.

There were submissions made by counsel. I will refer to them in the remainder of this judgment.

As regards this trial the parties agreed that this court confines itself to the issue of liability. This was made clear to Chombo, J. who first handled the matter and to Singini, J. as he then was, when he heard the witness. It was also made clear to me at the start of my hearing the remaining defence witnesses. According to the amended statement of claim the questions to be determined are whether in cancelling or terminating the fuel supply agreement herein, the defendants acted in breach of contract, whether the defendants were negligent in the manner in which they removed the equipment from the Plaintiff's Filling Station and whether

the defendants slandered the Plaintiff in respect of the cancellation or termination of the fuel supply agreement. There is also the question whether the defendants committed a tort of nuisance as a result of the removal of the equipment.

I am mindful that this is a civil matter. The burden of proof rests on the Plaintiff to prove his claims on a balance of probabilities.

Now the parties had between them a written supply agreement which was signed by them. That supply agreement constitutes the contract document between them. It contains the terms and conditions governing their relationship. It spells out the rights and obligations of the parties. I have examined the contract document herein and I find that it constitutes a valid contract between the parties. It satisfies the legal requirements for the existence of a valid contract, enforceable at law.

According to the contract document, the agreement commenced on 1st August, 2000 and was to terminate on 31st July, 2020. However the defendant cancelled the supply agreement on 1st August, 2002 alleging breach of Sections 6 and 8.3 of the terms of the contract on the part of the Plaintiff. The Plaintiff denied breaching the contract when he received foreign product into BP's tanks. Instead the Plaintiff alleged that by cancelling the supply agreement in the manner it did, the defendant was in breach of the agreement for which the Plaintiff has suffered damage.

The evidence shows that from 25th July, 2002 to 29th July, 2002 the defendants were unable to supply fuel products to the Plaintiffs' Filling Station despite the Plaintiff placing orders and making a number inquiries from the defendants. It is the Plaintiff's case that in those circumstances Clause 6 of the contract entitled him to obtain fuel products from a third party. The Plaintiff thus obtained such fuel products from Petroda on 30th July, 2002, more than 72 hours after BP's failure to provide the product. Clause 6 is titled *"SUBSTITUTION"* and provide in part that:

> *"In the event of OILCOM/BP for a period of longer than 72 (seventy-two) hours at any one time being unable to supply the requirements of the Dealer in full (which inability arising from any cause whatsoever shall not entitle the Dealer to any recourse or right of action against OILCOM/BP, the Dealer shall be entitled to purchase only his shortfall in supplies of petroleum products from another supplier, ----"*

There are three provisos to this provision. The defendants do not deny their inability to supply the Plaintiff with Petroleum products. They sought however to explain this inability by bringing evidence that it was because a cheque or cheques of the Plaintiff to them had been returned "RD" by the bank, a fact heavily contested by the Plaintiff. No such cheque was produced in evidence. On the contrary the Plaintiff was able to demonstrate in evidence that he had a credit balance with the defendants as per their statement of accounts by the time the cancellation of the supply agreement was made. The replacement cheque the

defendants sought to produce differed in amounts from the cheque they alleged returned "RD." The Plaintiff was also able to demonstrate that the issue of an "RD" cheque was raised with them by a low ranking DW 2, while her supervisor DW 1 said the failure to supply the product was because their vehicle was stuck in Mchinji. In other words the defendants gave inconsistent reasons for failure to supply. The defendants concede that they never gave the Plaintiff written notice regarding the "RD" cheque and failure to pay. Clause 18 (1) of the contract provides that should the dealer:

> *"fail to pay any amount due by it in terms of this Agreement on due date and fail to remedy such breach within a period of 7 (seven) days after the giving of written notice by OILCOM/BP calling for such payment; ------"*

What is clear is that where payment remains due OILCOM/BP is required to give written notice calling for such payment. Only if the dealer fails to remedy such a situation within 7 days may the defendant "at its option without notice forthwith to terminate this Agreement." The termination of the present agreement was without such written notice. Parties to a contract are bound by the terms of the contract. Defendants did not comply with this requirement of written notice.

Of course the defendants argued that they terminated the contract not on account of the alleged "RD" cheque but on the basis that the Plaintiff obtained the Petroleum Product from a third party, a thing the Plaintiff was entitled to do under Clause 6 of the agreement. They rely on Clause 8.2 of the agreement which

required their prior written consent for the Plaintiff to store, handle deal in, use, sell or distribute products other than those supplied by OILCOM/BP. I wonder whether it is reasonably to be expected that the defendants would provide such written consent when they were inconsistent on their reasons for not supplying. The defendant attempted to dispute the allegation of breakdown of their vehicles but DW 3 indicated that he had to leave the exercise of removal of equipment to go and attend to a breakdown. Although he did not clearly say what breakdown it was, the reasonable assumption is that it was of a vehicle.

Be that as it may Clause 18.8 of the agreement on breach of the supply agreement provides that should a dealer commit any breach or permit the commission of any breach of any other term of the agreement and fail to remedy it within 14 days after being given a written notice by the defendant the defendant may terminate it and demand immediate payment of all amounts owing by the dealer. What is critical here is that cancellation or termination of the agreement requires that a written notice be given and time is given 14 days during which the breach may be remedied. In the present case the requirement for giving written notice before termination was not complied with by the defendant. It is to be observed that throughout the terms of the agreement there is reference to written notice. The defendant therefore were in fundamental breach of the agreement when they failed to give written notice of their intention to terminate or cancel the agreement. DW 1 alleged that they had a written notice in their possession which they did not deliver to the Plaintiff when they met him. They have not produced that notice in evidence. I hold that the defendants wrongfully cancelled or

terminated the supply agreement with the Plaintiff. I find the defendants liable on that head.

As regards the head of negligence it is clear on the evidence that the removal of the equipment was done hurriedly. The defence witnesses insisted that they conducted the exercise professionally but they were inconsistent in what they described as their professionalism and the extent of the spillage of petrol and diesel. One thing is clear, they tried their best to persuade the court to believe that the spillage was minimal. DW 4's own evidence betrayed this position when he conceded that the spillage went into the drainage system to the Nature Sanctuary. Minimal spillage could not possibly have that effect in my considered view. DW 3 suggested that the spillage was only cleared with soapy water when the rest of the evidence is that two types of chemicals had to be used to do the cleaning. Yet the job was not completed even as the team left the scene at 5.00 pm. The report from City of Lilongwe Fire Brigade which was not disputed shows that the spillage was a threat to safety and it was likely to cause a fire even from sparks of moving vehicles within the vicinity. The Plaintiff produced photographs which show that the spillage could not have been described as minimal. Even the dispenser Islands which DW 3 said he cleaned show clear remnants of spillage. To my mind the evidence shows that the spillage was not as minimum as the defence would like this court to believe. It was a substantial spillage that posed danger to the premises and surrounding area. That spillage was caused by the defendants as they hurriedly removed the equipment. The pictures in evidence and the report from Lilongwe City Assembly Fire Brigade are about the after effects of the defendant's exercise on the premises. The defendants attempted to impute

responsibility for the spillage shown in the report and in the pictures to the Plaintiff whom they said should have been responsible for the safety and security of the premises. I find that the defendants were responsible to ensure that what they did in the removal exercise did not pose danger to the premises or the surrounding area. That they did not live up to that duty means that they conducted their exercise negligently. They hurriedly and negligently removed the equipment and caused spillage of petrol and diesel which left unpleasant sight on the premises and its surroundings. They owed a duty of care as they removed the equipment, which duty of care they did not live up to. They did not thoroughly clean the premises at the time they left, contrary to what they would like the court to believe. I find the defendants liable in negligence as a result of which the Plaintiff suffered damage.

As to the head on nuisance I must say at once that I do not find evidence establishing it. Similarly I find no evidence establishing slander or defamation. None of the customers to whom the defamatory words were uttered were called in evidence. The Plaintiff's witnesses did not substantiate the claims for nuisance and defamation. I dismiss the claims on those two heads.

The parties had wanted this court to determine the issue of liability and leave the question of damages to assessment. I find that the defendants are liable for breach of contract and for negligence. I leave the issue of ascertaining the extent of damages to the Registrar of this court.

I award the Plaintiff 75% of the costs herein.

PRONOUNCED in Open Court this 5th day of August, 2009 at Lilongwe.

R.R. Mzikamanda

J U D G E