

HONG KONG / JUDGMENT

TUNG TAT ENGINEERING LTD v. WING KEY CONSTRUCTION CO LTD

COURT

District Court

DECIDED

27 March 2007

CASE / FILE NUMBER

DCCJ4114/2004

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bjbj p" =?p DCCJ 4114/2004 IN THE DISTRICT COURT OF THE HONG KONG SPECIAL
ADMINISTRATIVE REGION CIVIL ACTION NO. 4114 OF 2004

BETWEEN TUNG TAT ENGINEERING LIMITED Plaintiff and WING KEY CONSTRUCTION
COMPANY LIMITED Defendant

Coram: Her Honour Judge H.C. Wong in Court Dates of Hearing: 29th and 31st January 2007, 1st
and 2nd February 2007 Date of Handing Down Judgment: 27th March 2007

JUDGMENT

The Plaintiff claims against the Defendant for payment under two contracts for work done as the Defendant's sub-contractor in the sum of \$135,000 under the first contract and \$65,000 under the second contract. The Plaintiff further claims against the Defendant for the return of two loans on 25 August 2000 of \$20,000 and a second loan on 6 September 2000 of \$30,000. The Plaintiff is an incorporated company in Hong Kong carrying on the business of building demolition work. The Defendant is an incorporated company in Hong Kong in the business of construction.

Background

The Defendant engaged the Plaintiff as one of its sub-contractors to carry out building demolition work at various government sites namely, Upper Kai Lung Wai, Tai Tam, Tai Wai Sun Chuen and Baguio Village (the said building sites) on or about 24 November 1998 (the 1st contract). The Defendant was the main contractor at the said building sites for the employer the Lands Department of the Hong Kong Government (the Lands Department). Under the 1st contract, the total contract price for the work was \$1,400,000. The Plaintiff agreed to commence the demolition work on 1 December 1998, and further agreed to supply the labour, machinery and equipment for the work under Clause 5 of the 1st contract. The Defendant agreed to pay the Plaintiff monthly

during the contract period upon presentation of monthly invoices within 14 days of their issue under Clause 6 of the 1st contract. The final payment would be released upon completion of the demolition work under the contract to the satisfaction of the architect subject to a 10% retention money which would be released within 3 months of completion of the contract work upon the issue of certificate of satisfaction by the architect under Clause 7 of the contract. The work was duly completed on about 30 January 1999. It is the Plaintiff's case that the Defendant paid the Plaintiff a total of \$1,265,000 for the work done under the 1st contract leaving a balance of \$135,000 outstanding. Furthermore, the sum of \$65,000 for work done under a 2nd contract made orally between the Plaintiff's Mr. Luk Wai Shing and the Defendant's Mr. Lai Yun Kwai at the Choi Wan Road construction site (the 2nd contract). The Plaintiff further claims that the Defendant failed to repay the two loans of \$20,000 and \$30,000 respectively lent to the Defendant in August and September 2000. The Defendant denied it owed the Plaintiff any money for work done under the 1st or 2nd contracts, or it had borrowed any money from the Plaintiff. The Plaintiff's case

First Contract On 24 November 1998, Mr. Luk Wai Shing () of the Plaintiff company entered into the 1st contract in writing with Mr. Lai Yun Kwai () of the Defendant company for demolition work at four construction sites namely 1. Upper Kai Lung Wan; 2. Tai Tam; 3. Tai Wan Sun Chuen in Pokfulam; 4. Baguio Village in Pokfulam (the construction sites). The consideration for the work under the contract was \$1,388,000 plus a transportation of machinery and equipment allowance of \$12,000. The work commencement date was 1 December 1998 and the work was to be completed in 25 days (see p. 100-102 of bundle 4). Luk claimed he is and was a director of Plaintiff and the person in charge of the work undertaken by the Plaintiff and Lai was the director of the Defendant to whom he submitted work progress report under the contract. He claimed he would visit the construction sites daily and was well acquainted with the work and its progress. He was also responsible for submitting the Plaintiff's invoices to the Defendant. The receipt and acknowledgement of each payment from the Defendant was issued by him. He confirmed he had received \$1,265,000 in total from the Defendant under the 1st contract comprising of 9 cheques totalling \$1,220,000 and a cash cheque of \$45,000 paid to one of the Plaintiff's sub-contractors Mr. Lau Ping on 2 January 1999 on the Plaintiff's behalf while Luk was out of town. He denied the sub-contractor for removal of asbestos from the sites formed part of the 1st contract because the Defendant had engaged another sub-contractor in charge of performing the work. He denied the special workers on asbestos removal by the name of Chan Bit Kwong, Ng Shun Wong, Cheng Ping Leung, Yeung Wing Chiu, Liu Poon, Law Ming Tong, Law Tze and Wong Wing Ping were his employees; consequently, payments made by the Defendant to these workers do not form any part of 1st contract payments.

Second Contract Luk further denied there were any agreement with the Defendant or the Lands Department to repair the alleged guard rail on or about 29 January 1999. He claimed he was not present at the site meeting on 29 January 1999, and the Defendant was not able to produce any site meeting minutes when the Plaintiff's solicitor requested for the record in December 2005. He produced a hand-written record kept by him on payments received under the 1st contract up to 7 April 1999 of a total sum of \$1,06,5000 including a payment of \$45,000 paid by the Defendant to his sub-contractor Mr. Lam Shui Por (p. 70-37 of bundle). He explained the payment of \$70,000 on 8 January 1999 deposited into his bank account was wrongly recorded as payment by the Defendant. He claimed it was a payment from a

company called Luen Cheong Tai for a Ma On Shan contract. He agreed there was a payment of \$70,000 from the Defendant which was cashed on 19 December 1998 under a Hang Seng Bank cheque No. 387594. He also agreed that on 6 September 1999, he received the last payment for the 1st contract of \$200,000 from the Defendant. Luk claimed that upon the completion of work under the 1st contract, Lai had invited him to supply the labour and machinery to perform the Vocational Training Council contract to demolish the brick laying works by its students, the office and classrooms at Kowloon Bay. The parties entered into an oral contract to perform the work (the 2nd contract). In early June 2001, the Plaintiff rented a 20 ton Mitsubishi excavator WX180 with hydraulic breaker and hired 3 workers who worked for 12 days to complete the work. The Plaintiff claims the excavator rental was \$1,800 per day and the workers were \$500 per day each. In addition, the Plaintiff paid a total of \$20,000 to hire dump trucks to dispose of the building debris and other construction waste to the government landfill sites. As there were no scrap materials harvested or intended to be harvested from the 2nd contract, Mr. Luk claimed the Plaintiff s profit after deduction of costs of hiring machinery and labour would be a mere \$4,000. Furthermore, he claimed that it was never part of the 2nd contract that the consideration was the scrap value from metal sheets salvaged from the demolition. Upon completion of the work under the 2nd contract, the Plaintiff presented to the Defendant its invoice for a lump sum of \$65,000, the Defendant failed to pay the Plaintiff to date. First loan Luk claimed that Lai had asked the Plaintiff for a cash loan of \$20,000 on or about 22 August 2000 in exchange for a 25 August 2000 cheque from the Defendant. However, the Defendant failed to honour its promise and the cheque could not be cashed within 3 months of the loan (the 1st loan). A few days after the 1st loan was effected, Lai asked the Plaintiff for a second loan to settle the Defendant s litigation expenses, the Defendant lent the sum of \$30,000 by depositing the money into Defendant s bank account on 6 September 2000 on the Defendant s promise to repay the said sum within 2 months. Luk received a post-dated cheque from the Defendant post dated to 20 November 2000 (the 2nd loan). The cheque was dishonoured and the Defendant failed to repay the said sum. Luk further claimed that he paid \$25,000 to Lai s wife Madam Wu as expenses and service charges to arrange for labour permits for his 2 relatives to work in Hong Kong. The application through Madam Wu was unsuccessful. Luk denied the Plaintiff had failed to clear the debris and waste from the construction site under the 1st contract, he claimed there were rubbish, abandoned furniture and washing machines discarded outside the entrance to the Tai Wan Sun Tsuen site before the 1st contract was entered into. The removal of such waste, he claimed, was not part of the 1st contract. He further claimed he received no notice from the Defendant to level the site area under the 1st contract. He claimed his own sub-contractor Lam Shui Por s workers were the workers seen levelling the site in photographs produced by the Defendant. Further, he had personally borrowed and transported the levelling machine in his own van from Tseung Kwan O to the Tai Wan Sun Tsuen site, he had also paid for the repair of the machine and the materials used by Lam s workers on the levelling work. He produced the receipts in support. The Plaintiff adduced evidence from Miss Tang Ming Yi Dreams, she was employed by the Defendant as a foreman supervising the demolition work under the 1st contract between mid November 1998 and early January 1999. She confirmed that on or about 1 December 1998, the Defendant had engaged a specialist sub-contractor to remove asbestos from the site and the Plaintiff had to stop

work from time to time to accommodate the asbestos sub-contractor at the site. She confirmed she did not have or receive any complaints of the Plaintiff's work from the Defendant up to the time of her departure in January 1999. She further confirmed that all kinds of rubbish and waste materials were found outside the site boundary of Tai Wan Sun Tsuen, but as they were outside the site boundary it was not the Plaintiff's responsibility to dispose of them. She further confirmed that the Plaintiff's sub-contractor Lam had done the site levelling work using the levelling machine and cement supplied by the Plaintiff. She also confirmed that no safety belts were required for the nature of work carried out at the said sites. The Defence Case Lai gave evidence on behalf of the Defendant. He admitted that the working relationship between Mr. Luk and the Defendant began in 1995 and Luk was the person in charge at the Plaintiff. He further admitted he and his wife had previously enjoyed a close and good relationship with Luk. First Contract Lai claimed the Defendant had paid \$1,335,000 to the Plaintiff for work done under the 1st contract. He further claimed that the Defendant had paid a total of \$22,841 on the Plaintiff's behalf including \$18,051 to Chan Bit Kwong for removal of waste in late January 1999 and \$3,000 to Ng Shun Wong and \$1,800 to Cheng Ping Leung for levelling of the site carried out in early February 1999. These were paid on the Plaintiff's behalf because the Plaintiff had failed to clear the site of waste and debris left by the Plaintiff's demolition work and damage done to the landscape at the site left by the Plaintiff. He produced a letter dated 8 January 1999 stating the aforesaid complaints to the Plaintiff. He further claimed that a site meeting was held on 27 January 1999 between representatives from the Lands Department, Luk and Lai when Luk agreed to pay for the damage done to the guard rail at the site. That he and Luk had agreed to deduct the sum of \$15,000 from the contract payment of \$1.4 m even though the repair cost estimated was \$20,000. He referred to a memo recorded by him (see p. 77-62 of the bundle) in support. He produced a sub-contractor's payment notice signed and acknowledged by Luk of the said \$15,000 deduction together with deduction of \$45,000 paid to the Plaintiff's sub-contractor and the substitute work payment of \$14,601 for the disposal and removal of waste on Plaintiff's behalf (see p. 77-60 of the bundle). The Defendant claimed Chan Bit Kwong was the Plaintiff's employee even though he was introduced by the Defendant to the Plaintiff. He claimed Chan was responsible for arranging casual labourers to carry out the Plaintiff's work at the said site. That the Defendant had paid Chan's workers on the instructions of the Plaintiff in February 1999, a total of \$23,516 for the site levelling work and the purchase of safety helmets and belts on Plaintiff's behalf of \$3,750. First Loan Lai claimed the \$20,000 cheque dated 25 August 2000 was issued as an advance payment for work done requested by the Plaintiff. However, after Lai ascertained from his wife that the Defendant did not owe the Plaintiff any payments for work under the 1st contract, he stopped payment of the 25 August 2000 cheque. Second Contract As to the Vocational Training Council tender, Lai admitted to have been awarded the contract to demolish offices and classrooms at Kowloon Bay for \$108,000. He claimed the Plaintiff agreed to perform the 2nd contract free in return for scrap metal to be salvaged at the site. Second Loan Lai claimed the payment of \$30,000 referred to by Luk was applied for expenses incurred by his wife Madam Wu in the application for labour visas to Hong Kong by Luk's relatives, Tong Shun Ming and Tong Shun Ying. This was confirmed by Madam Wu. The Defendant claimed a total payment of \$1,335,000 to the Plaintiff under the 1st contract after deduction of \$65,117 consisting of:

levelling work \$23,516, waste disposal \$22,851, guard rail \$15,000 and safety belts and helmets of \$3,750. The Issues 1st Contract Was the \$70,000 on 8 January 1999 paid by the Defendant? Was the disposal of waste and refuse at Tai Wan Sun Tsuen the Plaintiff s responsibility? Did the Plaintiff level the site? Were the workers under Chan Bit Kwong working under the Plaintiff or directly under the Defendant? Did the Plaintiff and Defendant agree to deduct \$15,000 for the repair of the guard rail. The 2nd contract Did the Plaintiff agree to perform the demolition work free of charge in return for the scrap value at the site? The two loans Were the two sums of money in August and September 2000 paid to the Defendant as loans by the Plaintiff? Findings First Contract (a). The \$70,000 payment of 8 January 1999

31. The Plaintiff admitted to have received a total of \$1,265,000 for work done under the 1st contract (inclusive of \$45,000 to its sub-contractor Lau Ping), while the Defendant claimed to have paid a total of \$1,335,000. There was a discrepancy of \$70,000. The Defendant claimed it was paid on 8 January 1999.
32. The Plaintiff s witness Mr. Luk, on the other hand, claimed he had received one \$70,000 payment from the Defendant on 17 December 1998, but the second \$70,000 payment he received on 8 January 1999 was from another main contractor Luen Cheong Tai for work done at a Ma On Shan site. The Defendant relied on the evidence of payment from a Hang Seng Bank current account statement of December 1998 showing the withdrawal by cheque the sum of \$70,000 on 19 December 1998. The Defendant further relied on the handwritten record of Luk on p. 70-37 of the bundle, and claimed that the second \$70,000 payment was paid in cash on 8 January 1999.
33. Luk, in his evidence in court, explained that he had mistakenly recorded down the payment date of the second payment of \$70,000 as 8 January 1999 while the 2nd payment he received from the Defendant for the 1st contract was on 17 December 1998. He produced a copy of the receipt for the said payment dated 17 December 1998 (see p. 77-78), he further claimed that a replacement receipt for the same payment was issued to the Defendant on 7 April 1999 at the Defendant s request (p.77
- 79) because the Defendant claimed it had misplaced the original receipt. This replacement receipt of 7 April 1999 is marked with the word receipt, 17 December 1998. As to the second payment of \$70,000 alleged by the Defendant on 8 January 1999, the Defendant failed to produce any evidence of this payment either by way of receipt from the Plaintiff or bank statements showing withdrawal from its bank account the said sum on 8 January 1999. At one stage, Lai s evidence was, he was not sure if it was paid by cheque or cash. Furthermore, the 3rd sub-contractor payment notice dated 3 January 1999 set out the two previous payments of \$120,000 in total and a further payment to the Plaintiff s sub-contractor Lau \$45,000.
35. The 7th sub-contractor payment notice on p. 77-89 of the bundle clearly supported the summary of payment records submitted by the Plaintiff annexed to the Plaintiff s closing submission. This 7th application signed by the wife of Mr. Lai, Madam Wu and

countersigned by Luk is strong evidence that up to the 7th payment the Defendant had approved and paid a total of \$965,000 to the Plaintiff including a \$45,000 payment to the Plaintiff's sub-contractor Lau Ping by the Defendant on the Plaintiff's behalf. Checking it against the summary payment record submitted by the Defence, the Plaintiff's summary of payment record is clearly more accurate, it reflected only one payment of \$70,000 in December 1998 and in January 1999, there was only a payment of \$45,000 paid to Lau Ping. Therefore the 7th payment notice supported the Plaintiff's summary of payment record, that in the \$965,000 paid up to the 7th payment notice, there was only one payment of \$70,000.

- (b) The duty of disposal of waste and refuse at the Tai Wan Sun Tsuen The terms of the 1st contract referred to the Plaintiff's duty included the clearance of the site waste materials, etc. The Plaintiff further produced with the 1st contract, documents and site plans the Defendant received from the Lands Department (see pp. 77-7-25). These confirmed the Plaintiff had agreed to perform the contract according to the instructions, plans and contract guidelines imposed by the Lands Department on the Defendant under the main contract. Consequently, it is not opened to the Plaintiff to claim it had no knowledge of what the site boundaries were. The main contract further stated that should there be any clarifications required the contractor should raise it before the commencement of work. It is therefore incumbent upon the Plaintiff to ascertain the exact scope of work he had contracted to do. As the contract was to clear up what the squatters left behind at the site, clearance of all waste materials and refuse left by squatters must be part of the work under clause 5(iv) of the contract. (see p.100-101) The 3rd sub-contractor payment notice on p.119 signed by Luk dated 2 January 1999 listed the repair to the guard rail and waste and refuse clearance and disposal as two of the deduction items even though the exact sums were yet to be ascertained. These 2 items were repeated in the 3 March 1999 7th sub-contractor payment notice at p. 77-89. Again this was acknowledged and accepted by Luk who signed on the notice. In the 6 September 1999 9th sub-contractor payment notice (p.77-60) the guard rail repair cost of \$15,000 and the refuse collection and disposal charges of \$14,601 were recorded. Again this was acknowledged and accepted by Luk. In response to the Defendant's letter of 8 January 1999 (p.176) to the Plaintiff of the problems with the work at Tai Wan Sun Tsuen etc, Luk produced a note dated 18 January 1999 to the Defendant complaining about the delay in payment (p.110). He stated in paragraph 2 of the note that the clearance of rubbish and waste materials at the road side of the squatter huts was not part of the contract work. This showed at the time, there was a dispute between the parties as to the waste left at the site. As the Plaintiff had sub-contracted the Lands Department demolition work from the Defendant and agreed to comply with the employer's plans and instructions under clause 5(ix) of the contract (p.101) to the satisfaction of the employer, architect and main-contractor, it is not opened to the Plaintiff to deny the responsibility and claimed it had little knowledge of the site boundary.

- (c) Did the Plaintiff level the Tai Wan Sun Tsuen site? As referred to above in para. 38, clause 5(ix) of the 1st contract stated that the Plaintiff had to carry out the contract work according to the plans and the employer's instructions to the satisfaction of the employer, the architect and the main-contractor. In the 2nd paragraph of the Defendant's letter of 8 January 1999 (p. 176), the Defendant stated there were damages next to the natural slope area where large amount of holes were excavated endangering the stability of the slope, the Defendant required the Plaintiff to be liable should there be claims from the employer. The subsequent ground levelling work to repair the holes excavated by the Plaintiff caused in the process of demolition must be the responsibility of the Plaintiff. It is obvious that the Plaintiff did carry out ground levelling work, it is supported by receipts on the repair of the levelling machine and purchases of bags of cement in February 1999. The item of site levelling work deduction did not appear in the 3rd, 7th or the 9th sub-contractor's payment notice (p.119). If the work was done by Chan in February 1999, this item would have appeared as a deduction item on the 7th and 9th payment notice. It did not. I accept the Plaintiff's evidence that it had completed the levelling work in February 1999. I also accept Chan Bit Kwong was the Defendant's asbestos sub-contractor and the asbestos clearance was not within the 1st contract.
- (d) Guard rail repair This item appeared on the 3rd, 7th and 9th sub-contractor payment notices all of which were acknowledged and signed by Mr. Luk. Lai further produced a memorandum recorded on 29 January 1999 by him that he had informed Luk the repair costs to the guard rail damaged would be \$20,000 and that the Defendant would only deduct \$15,000 from the Plaintiff's contract fee (p.178). Even though this was not signed or countersigned, it showed there was a record of the agreement between the Plaintiff and the Defendant. I am satisfied the Plaintiff had accepted that this sum would be deducted from contract fee base on Luk's signature accepting the figures on the 9th sub-contractor's payment notice with the deduction of this item of \$15,000. As to the safety belts, as shown in the pictures produced by the Defendant on p.77-34, the workers working on site levelling on 4 February 1999 who the Defendant claimed were Chan's workers but disputed by Luk who claimed they were his sub-contractor Lam's workers; they were not seen wearing any safety helmets or belts. The Defendant produced no receipts for this item nor were they set out as a deduction item on the 9th payment notice.
- (e) The 2nd contract The Defendant's Mr. Lai admitted he had obtained this job from the Lands Department for a contract price of \$108,000. He also claimed he had under an oral agreement sub-contracted the work to the Plaintiff. He claimed the Plaintiff agreed not to charge for the work, the consideration being the value of scrap materials. There was no evidence that the parties had carried out an inspection at the site to assess the scrap value before entering into the agreement. Luk denied that he had ever agreed to do it free of charge in return for the scrap material salvaged at the site. He claimed there was no scrap value because of the labour cost involved in separating the metal sheets from the building structure. He denied there was any agreement for the Plaintiff to perform the demolition work free of charge. Unless there was an expressed agreement between the parties usually

after a site inspection to assess the scrap value involved in the contract it cannot be assumed by the main-contractor the sub-contractor would do the job free of charge. This is particularly so when it would receive \$108,000 from the Lands Department for the work. I am satisfied the \$65,000 claimed by the Plaintiff is reasonably incurred for the work done under the 2nd contract. The Defendant is liable for the sum.

- (f) The two loans The Plaintiff claimed the two loans were extended to the Defendant on 25 August 2000 and early September 2000 respectively. Luk produced two cheques as evidence of the loans, the first dated 25 August 2000, the second post dated to 20 November 2000. Both were dishonoured upon presentation to the bank 2-3 months after receipt. Luk claimed they were loans made by him on behalf of the Plaintiff to the Defendant, Lai had promised to repay within 2-3 months but the Defendant failed to honour its promise. Lai, on the other hand, denied they were loans to the Defendant from the Plaintiff. He claimed the first cheque of \$20,000 was an overpayment to the Plaintiff on 25 August 2000. Lai claimed Luk had told him the Defendant owed the Plaintiff outstanding payments on the 1st contract and had asked for a loan of \$20,000 due to the Plaintiff's cash flow problem. A cheque was then given to the Plaintiff, the Defendant subsequently stopped payment upon discovering no money was owed by the Defendant. The 1st cheque was dated 25 August 2000 (p.104 of bundle), the documentary evidence (p.105-106) showed that it was presented for payment on 21 November 2000, almost 3 months after it was issued. According to Lau it was a cheque for repayment of a loan by the Plaintiff to the Defendant and he was told by Lai a few days after receiving the cheque not to present the cheque because the Defendant could not repay the loan immediately. Lai was told to wait 3 months before presentation. The Dao Hang Bank's repaid item memo (p.105) and HSBC's returned cheque advice (p.106) both showed the cheque was dishonoured upon presentation on 21 November 2000. If what Lai said was true and the Plaintiff had a cash flow problem in August 2000, why would the Plaintiff present the cheque 3 months after it was received on 25 August 2000. Further, it was over 1 year after the completion of the 1st contract, is it possible that Lai had no idea if the Defendant owed the Plaintiff any fees on the 1st contract 1 year after work completed? I find Lai's evidence on this loan totally unreliable. As to the 2nd loan, Luk claimed it was made 4 days after the 1st loan to help the Defendant solve its cash flow problem. He had deposited the \$30,000 cash into the Defendant's bank account on 6 September 2000 (p.107). He received the post dated 20 November 2000 cheque a week later, a delayed repayment of 2 months. The Defendant, however, claimed the \$30,000 deposit was payment for the disbursements and services of Madam Wu who had agreed to help Luk to obtain visas for his relatives to come to Hong Kong. Luk disagreed and claimed he had already paid Madam Wu \$25,000 in advance but did not recover the money from her even though she had failed to obtain the visas. I find Luk to be a more reliable witness. Luk claimed he gave this cheque to Lau Shui Por to pay for his sub-contract work. It was duly dishonoured. The Defendant failed to explain why Madam Wu had issued this cheque to Luk in the first place. I am satisfied that Luk was telling the truth, it was issued as repayment of the 6 September 2000 deposit by Luk as Luk's loan to Lai when they were still on good terms. On the aforesaid basis, I find the

Defendant to be liable to return to the Plaintiff the 2 loans in the sum of \$20,000 and \$30,000 respectively with interests. Summary:

56. 1st Contract Amount outstanding under 1st contract \$105,399 Less : refuse deposal \$22,851 guard rail \$15,000 \$37,851 \$67,548 2nd Contract \$65,000 1st loan \$20,000 2nd loan \$30,000 \$182,548 Interests
57. Interests on the judgment sum at half judgment rate from date of writ to date of judgment, thereafter at judgment rate. Costs
58. Costs nisi to the Plaintiff to be taxed if not agreed with certificate for Counsel. (H.C. Wong) District Judge Parties: Mr. Alan Fan instructed by Messrs. Au Yeung, Cheng, Ho & Tin for the Plaintiff. Mr. Martin W.H. Wong instructed by Messrs. Lee, Mok & 1udk 1udk (#p# (#p# 7 &0 7 &0 7 &0 7 &0 7 &0 >*6D :i#z *\mT zo/< xC&1 Z~2T ({m8 =J+> P0} W~7gb m&(h W~7g xC&1 ({m8 =J+> m&(h n*\U & 6" Normal.dot setup Microsoft Word 9.0 R6?p R6?p Judiciary Title Microsoft Word Document MSWordDoc Word.Document.8

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