IN THE HIGH COURT OF NEW ZEALAND 27/12 **CP No. 405/89**
WELLINGTON REGISTRY

	IN THE MATTER	of the Family Protection Act 1955
2550	**AND**	
	IN THE MATTER	of the Matrimonial Property Act 1963
	BETWEEN	**MARION RUTH PRICE** of 6 Penrose Street, Lower Hutt, Widow Plaintiff
	AND	**VICTOR JAMES PRICE** of Tauranga, Accountant and **MURRAY VAUGHAN SMITH**, of Wellington, Solicitor as Trustees and Executors of the Estate of **JAMES THOMAS PRICE** late of Lower Hutt, Deceased Defendants

Date of Hearing: 18 July 1991

Date of Judgment: 17-12-91

Counsel: T.G. Stapleton and Miss Joanne Cheer for Plaintiff
J.N. Bassett for Trustees
J.P. Gittos for Residuary Beneficiaries

JUDGMENT OF NEAZOR J

This proceeding is brought under the Matrimonial Property Act 1963 and the Family Protection Act 1955 in respect of the estate of James Thomas Price who died at Lower Hutt on 3 January 1988. The plaintiff is his widow; the residuary beneficiaries and first remaindermen are his three adult children by his first marriage. The plaintiff's children by her first marriage were served as were the deceased's grandchildren through his first marriage. None of those two groups took any part in the proceedings.

It is an unhappy circumstance that the proceedings has had to come to a hearing, since the marriage of the plaintiff and the deceased was plainly happy and the relationship between the plaintiff and the deceased's children was, perhaps in varying degrees, one of love and respect. By the time of hearing however it was the position of all parties, including the trustees, who are one of the deceased's sons and his solicitor, who was originally the wife's solicitor, that it would be better if those people ceased to share interests or responsibilities in property and could in that respect go their own ways, if an order with that result can properly be made.

The problems have not been made any easier to resolve by what is said by the parties to be an error in the drafting of the will.

Mr Price had been the managing director of a large engineering firm. The plaintiff's first husband worked for the same firm. The two couples knew each other well. Mr Price's first wife died in 1968. Mrs Price's first husband died two months later. In 1970 the two married and their marriage continued until Mr Price died.

In the early part of that marriage Mr Price continued with his firm. He retired in 1975. He and Mrs Price had a large house, they entertained on business, family and social bases and they travelled. They had a mutually agreed kind of life. Mrs Price did not have any employment outside the home, but supported her husband in his work. At home they shared the domestic work on a traditional basis with Mrs Price being largely concerned with indoor matters and Mr Price with outdoor, but that division was not exclusive.

When Mr Price retired, they shared fishing holidays, that sport being primarily Mr Price's interest rather than his wife's, and they travelled overseas. They jointly enjoyed contact with family members. Even given the tendency to magnify particular incidents which is the almost inevitable consequence of people who have formerly got on well together making affidavits about each other, there is nothing in the factual material which alters the broad picture of a successful businessman and his wife, fond

of each other and good friends, fond of family members related to each, living at a standard to be expected, in a happy and mutually supportive marriage (like any, not without some problems), ended only by death.

At the time of his death Mr Price was 72, his wife was about 59. From 1978 until his death Mr Price had increasing circulatory problems and cardiac illness. On occasions he had serious operations and was in hospital because of other serious medical problems. His condition deteriorated over the years until his death. Because of his condition in the latter years of the marriage, activities Mrs Price might like to have carried out, primarily relating to her own children, were curtailed because of her concern for and care for her husband. She devoted herself to her husband's care as many other fine people in such circumstances do.

The financial history of the couple is that each owned a home prior to marriage. Mrs Price also had a car and a relatively small amount of cash. Mr Price bought the home which is now an asset of the estate. It was the second of two houses the couple used as a matrimonial home. Mrs Price owned a tenanted property for a period but turned that investment into cash in 1981 and has had the money invested since. She has had income by way of rent or interest during the marriage, the amount rising from $1,737.00 in 1977 to $6,468.00 in 1988 with a downturn in 1984 and 1985 because of restraints.

During the marriage Mr Price provided for the general running of the home from his salary. He received a lump sum payment and a pension on his retirement, the pension ending on his death.

Mrs Price used her money for replacement of her own car until 1985 when the couple pooled their two motor vehicles and purchased one replacement. Mrs Price provided clothing and education costs for her two children and for their weddings, 21st birthdays and gifts; her husband "housed and fed" them.

Their contributions to furniture at the outset of the marriage were approximately equal, and during the marriage Mrs Price provided further and replacement furnishings from her income. She provided her spending money on trips overseas. Her husband also bought things for the house if he thought them appropriate. As to division of expenditure, Mrs Price summed the matter up in these words:

> "... the many ways in which I met my own personal expenses, simply on the basis that my husband and I shared what we had and as I had some money of

> my own it was convenient and appropriate for me to meet that kind of expense. I am sure that if I had not paid for such things my husband would willingly have done so but he did not need to and I did not expect him to."

I have no difficulty in accepting that as a fair assessment of the relationship so far as expenditure was concerned.

Mrs Price says that by converting her property into cash and investing that she had income which relieved her husband of the need to make some expenditure, and that she forewent an increase in property values, whilst her husband's property attracted such increases.

The estate at the time of death consisted of:

Cash	$32,233.46	
Insurance	5,458.40	
Shares valued at	12,777.32	
House property - Government Valuation	155,000.00	
Half joint interests	10,673.75	
Refund tax	1,085.71	
	$217,228.64	
Liabilities	2,497.12	
	$214,731.52	Net

Market valuations of the house between the date of death and the date of hearing have fluctuated between $280,000.00 (obtained by Mrs Price) and $262,000.00 (including chattels) obtained by the residuary beneficiaries.

At the time of her husband's death Mrs Price had assets, the value of which has not been given, but which produced $6,468.00 by way of gross income. Some of her capital was what she had brought into the marriage, $4,400.00 was part of an accident compensation payment made to her in 1987 after she was criminally attacked in her home.

There has been some suggestion that the plaintiff has significant property expectations from her parents in due course. That from her father has been shown to be nothing and there is no evidence that she has any significant expectation from her mother.

In respect of the claim under the Matrimonial Property Act, Mr Stapleton submitted that on the basis of the plaintiff's contributions she was entitled to 50% of matrimonial property. Putting the house at the latest sale valuation the assessment would be:

House (net realisation) say	$234,000.00 ($256,000.00 - $12,000.00
Contents ½ estate duty value	15,000.00
Car (½ present value)	6,500.00
Shares say	2,000.00
Joint bank accounts	533.00
	$262,033.00
½ share	$131,033.00

Mr Stapleton accepted that what the plaintiff had already received under the will would have to be set off against that figure.

Mr Gittos submitted that on the basis of the evidence the Court would be justified in awarding 40% of the matrimonial home and the domestic chattels and the motor car but not of investment assets because the parties kept their investments separately. However, Mr Gittos submitted that when what was given under the will was set off there would be no cash payment required, but he said that all parties wanted the life interest given under the will terminated in favour of some capital disposition.

The first question is which of the two possible percentages should be adopted. I was referred to the decision in *Haldane* v *Haldane* [1976] 2 NZLR 715, *Re Mora* [1988] 1 NZLR 214, *Walter* v *Walter* (Williamson J High Court Dunedin M 95/84), and *Johnson* v *Johnson* (Eichelbaum CJ High Court Napier M 141/87 22 September 1989). Both counsel relied on the first two of those cases.

This case is not comparable in its circumstances directly with a number of those referred to me, including *re Mora*. It is not one such as many of the farming cases, including *re Mora*, where the wife has played a significant part in the building up of the husband's asset position, nor is it one in which there is no competition from others in respect of benefit from the estate, nor finally is it one where the final outcome is to

be determined only on the basis of the Matrimonial Property Act application for there is also a claim which is pressed under the Family Protection Act against the interests of others.

The starting point must be the principles established in *Haldane* v *Haldane* (pp 726, 727):

(a) that contribution in some form is a prerequisite for an order;

(b) that a contribution in respect of the matrimonial home ranks for consideration even though it is that of an ordinary housewife in her domestic sphere. Their Lordships said:

> "It is not difficult to see the reason for this as regards the matrimonial home. The wife's performance of ordinary housewifely duties makes no *direct* contribution to the acquisition or enhancement in value of the matrimonial home. It is nevertheless an *indirect* contribution to its retention as an asset within the family: the husband would otherwise either himself have to perform such domestic duties, to the detriment of activities more immediately profitable financially, or he would have to pay someone else to perform them, to the pro tanto diminution of his assets."

(c) in respect of assets other than the matrimonial home the discretion as to whether contribution should be regarded is, subject to s 6(2) of the Act as to common intention unlimited, but for property to fall for consideration there must be contribution direct or indirect (i.e. by releasing the partner for its acquisition preservation or enhancement).

It is also relevant to have regard to the principle further expressed in *re Mora* (217) that whilst contribution in one form or another is essential, the order to be made is not limited to one co-extensive with contributions: it is such order as is just in the particular case. In such a case as the present where differing bases of claim are presented there is not the same problem as to what account should be taken in the Matrimonial Property Act claim of provisions having effect by will as there is where there is no such claim. In any event it is conceded in this case that what Mrs Price received by way of legacy and otherwise through the will or by survivorship has to be taken into account in assessing the order to be made on this part of the case.

The awards in other cases of course do no more than provide some yardstick, but it is clear that there has been a greater recognition accorded in recent years to a wife's contribution to property by reason of domestic activity than there was in earlier years. There have been orders of up to 50% of the property under the 1963 Act but the Court has been careful not simply to equate the 1963 regime with that under the 1976 Act or to adopt without legislative authority a regime of community of property.

If the result of *re Mora* is applied as a yardstick, this case is one where less than 40% would be an appropriate order. *Re Mora* involved a farming property where the wife worked with the husband in building up the assets - she raised a large family and worked on the property in a way that was seen as providing an exceptional contribution to her husband's property.

To say that Mrs Price's contribution was not in that category is not to minimise what she did - it is simply to draw attention to an exceptional and direct contribution being seen as warranting an order giving 40% to the wife.

Mr and Mrs Price were married for 18 years. Before Mr Price retired his wife clearly did a good deal more than provide unpaid domestic services for him. She helped entertain business associates on at least 50 occasions, at least 32 of them in her home. That in the case of managing director of a significant company is not just saving the cost of domestic services but in my view directly enhancing his effectiveness in his work and thus his earnings. Mrs Price contributed from her own resources to the home, particularly in furnishings. She helped to look after Mr Price's mother for six months, which is likely to have produced a direct saving in money for her husband.

There is no question, in my view that Mrs Price made a contribution to the matrimonial home and contents and perhaps to some degree to her husband's investments through her services and monetary contributions.

On the other hand it must be recognised in coming to what is a just order, that the funds for the matrimonial home were all provided by Mr Price, and Mrs Price's property was sold and the capital invested as her property.

If I put to one side the submissions of the parties I would incline to the view that the just order in this case might be to award Mrs Price one-third of the value of the house and contents and car as matrimonial property, but I have no difficulty in accepting that it is proper to adopt the concession of counsel for the other beneficiaries that 40%

could be regarded as appropriate in this case. Taking the net figure for the house at the most recent valuation prior to the hearing that would produce as Mrs Price's entitlement under the Matrimonial Property Act the sum of $94,000.00 in round figures That is the only figure which I will take into account hereafter, regarding any matrimonial property right in respect of car and furniture as being met by their passage under the will or by survivorship.

Under the Family Protection Act proceedings the claim is in effect that when that sum in Mrs Price's notional possession is looked at together with her own assets there has been a breach of moral duty by the testator to his widow in the provision he made for her under his will. That provision was made of course without regard to the fact that part of the deceased's property would be declared to be his wife's in proceedings such as this. The question now is, put in an artificial way because of the determination just made, whether the will provided properly for the widow. If it did not it must be altered to provide so much as, but not more than, will be an adequate provision for her.

At this point it is necessary to consider what was the effect of the will on its true construction, because only in that way can the testator's intentions as expressed be determined, and the competing claims for the testator's provision can be seen. As will be indicated there are inconsistencies, and at least one obvious mistake in the will, which seem likely to have come about because precedents have not been properly adapted to the case in hand. The will provided for:

(a) the motor vehicle to go to Mrs Price;

(b) all furniture and personal effects to Mrs Price;

(c) $40,000.00 to Mrs Price by way of legacy;

(d) life interest in house property to Mrs Price subject to payment by her of outgoings, repairs, maintenance and insurance. Mrs Price's death is defined as "the date of distribution";

(e) gift after the termination of the widow's life interest of the house and any remaining capital to the children of Mr Price who survived the date of distribution with a substitutionary gift to grandchildren in the case of any child who did not survive the date of distribution whether or not the child survived the testator;

(f) provision was made for the trustees with Mrs Price's consent to sell the house and apply the such of the proceeds of sale as in the trustee's opinion should be necessary to the purchase of another home for Mrs Price. If the new house cost less

than the proceeds of the original house then the first $50,000.00 of the excess should be distributed in accordance with the provisions applying as from the date of distribution subject to a discretion in the trustees to postpone for the widow's benefit such payment . The balance was to be held until the date of distribution on trust to pay the income to Mrs Price with power to resort to capital in the trustee's discretion for her benefit. It was provided that the power to resort to capital should not be used whenever the wife was sole trustee of the fund (a curious provision since she is not appointed by the will to be a trustee at all);

(g) the residue of the estate is given in terms as to one-half to Mrs Price if she survives the date of distribution (by definition, her own death), and if she does not then in equal shares to her children and Mr Price's children who survive the date of distribution, and as to one-half for such of Mr Price's children as survive the date of distribution, with a gift over to grandchildren in each case. The gift over to grandchildren is in terms that it has effect if any child of the testator or Mrs Price does not survive the testator [not the widow], and is in favour of any grandchild left surviving.

The will on its face makes sense (save for the reference to Mrs Price at some stage being sole trustee) until the application of the clause as to the $50,000.00 is considered and clause 6 is reached as to the residue remaining after the specific gifts and the life interests have been dealt with.

The provision as to the first $50,000.00 referred to in (f) above has inherent problems in relation to the definition of the date of distribution, because the $50,000.00 is to be held on the trusts relating to the period after the date of distribution. The introductory words of those trusts in clause 4(B) of the will can safely be disregarded for present purposes, but the terms of the trusts themselves define the beneficiaries as the children of the testator who survive the date of distribution. The effect would be, giving the terms used their ordinary meaning, that if the house was replaced and there was a $50,000.00 surplus, distribution of which was not deferred by the trustees, the beneficiaries' interest would at that stage still be contingent and it could not be known whether the children or grandchildren would be the proper recipients of a share of the $50,000.00.

Clause 6 (as to residue) makes no sense when it provides a bequest to Mrs Price on condition she survives her own death. That clause is further inconsistent with the earlier provision in that the children's interests in residue, not included in the life interest fund, are in terms of clause 6 postponed until the date of Mrs Price's death. There is also an internal inconsistency in clause 6 since the proviso containing the

substitutionary gifts for grandchildren is in terms of children not having survived the testator, rather than not having survived the date of distribution.

There is no dispute between the contending parties that the gift of residue was intended to have effect as at the date of death. If the case is one where there is a plain mistake and it is clear that some correction is necessary in the process of construing the will, the Court has resort to the document in the first instance. See for example *re Thomson, Thomson* v *Thomson* (1909) 29 NZLR 398 at 400 per Williams J:

> "Where there has been a plain and palpable blunder, and to read the words literally and grammatically would lead to some manifest absurdity and incongruity, and it is possible to correct the error by the context, the Court will correct it: *In re Northen's* estate, *Salt* v *Pyn* 28 Ch. D 153."

It is in my view plain from the context that the parties' agreed approach is correct.

It was not disputed that the testator's intention was to provide a gift to the children having effect if and when the $50,000.00 became available. Mr Gittos put his clients' position in terms that the date of distribution in respect of the residuary estate and the $50,000.00 was intended to be the date of the deceased's death, which indeed is what the solicitor who drafted the will said was the testator's intention. Even if the solicitor's affidavit could be referred to to ascertain the testator's intention (which in my view it cannot - see e.g. the discussion as to the limited purposes for which extrinsic evidence is available *In re Lourie* [1968] NZLR 541), it could not be right that the testator intended the date of distribution to be the date of his own death. That would make a nonsense of the life interest. Nor would I accept the solicitor's view that the testator intended the date of distribution for the $50,000.00 to be his death, since it was to come from the house in which Mrs Price had a life interest, if that was sold with Mrs Price's consent.

The matter must be construed from the context of the will and if the intention of the testator can be determined with reasonable certainty or by necessary implication from the language of the will, read in the light of the circumstances in which it was made, the Court is to give effect to that intention: see *re Lourie* at page 546. From the context of the will I take it to be a necessary implication that Mr Price intended <u>three</u> dates of distribution. Those dates were to be:

(i) in respect of whatever house was subject to the life interest and any balance after the $50,000.00 next referred to is accounted for, after Mrs Price's death;

(ii) in respect of the $50,000.00, if and when it became available;

(iii) in respect of residue, the date of the testator's death

with questions of gift over being determined as at the particular distribution date.

That is the only construction of the terms of the will which sensibly reflect its structure and the testator's manifest intention to provide for his wife, but also to provide that in due course a substantial part of his estate would be distributed through his family line. That would be quite consistent with Mrs Price's retention of her capital to do with it whatever she wished.

In approaching the Family Protection aspect of the proceedings my view in the appropriate course is to look at the widow's position on the assumption (which plainly the testator did not contemplate) that she had a right to $94,000.00 in round figures by way of matrimonial property plus capital of her own amounting to say $16,000.00 plus the car and furniture plus current accounts of $2,500.00. Those figures are taken from the plaintiff's affidavit as to her means at the time of making the affidavit, but reduced by $40,000.00 to take account of the legacy she had already received.

The testator thought it appropriate to leave his wife a suitable home for her life, subject to her payment of outgoings, his share of the contents of it and of the car and half of the residue, but otherwise to leave his property to his children. That was when he saw her assets as being her personal funds of $16,000.00 and perhaps an interest in the car and the furniture.

Provision of a house for life and furniture and a car and a sufficient cash fund to provide (with her own funds) income for payments required in respect of the house and for living at a standard commensurate, so far as reasonably possible, with that she had when her husband was alive and for emergencies, would in my view accord with the testator's moral duty to his widow after an 18 year marriage where there are competing claims of children who are adult, but who, it is fair to say, are in reasonable but not affluent circumstances.

Mr Stapleton submitted that the widow should be provided with such a capital sum as would enable her to purchase in her own right a home for say $180,000.00 and to have cash which would provide her with a sufficient source of income when placed with her own funds to cover necessary and reasonable expenditure. Mr Stapleton submitted that in addition to whatever was ordered under the Matrimonial Property Act claim the funds available to Mrs Price should be brought up to $200,000.00 (taking into account the $40,000.00 she has already received and her own funds) to provide a home and $20,000.00 as a cash fund and that she should also have a life interest in the residue. That would give her a vested interest in a further $50,000.00 from the estate over and above her matrimonial property entitlement and her legacy.

The substantial reasons advanced for providing the widow with funds to enable her to purchase a house in my view are two-fold: the special need for feeling secure which Mrs Price understandably has after an attack in her own home (and for which I have no doubt her husband would have been anxious to have full regard and would expect his trustees to have full regard); and Mrs Price's concern, which is evident now if it was not before, that the trustees will not properly look after her interests as well as those of the remaindermen. One trustee is one of the remaindermen and the other is the solicitor who prepared the will. It is not necessary to resolve the question whether there are difficulties or the source of them, because the Court cannot decide a Family Protection Act application on the basis of problems, real or perceived, between life tenant and trustees. In particular, there would be no justification to be found in such reasons for giving the bulk of the estate to a beneficiary in lieu of a life interest. I do consider however that the perceived difficulties, and the attitude of all the parties to the proceedings, are circumstances which justify considering the effect of the Matrimonial Property Act claim and the dispositions made by will in sequence instead of in the way which is perhaps more usual, as to which see the references in the judgment in *West* v *West* (4 July 1985 Holland J M 94/84 Dunedin Registry), by deciding whether it is appropriate having regard to the disposition by will to make any order under the Matrimonial Property Act.

It must be taken into account on this aspect of the case that when there is a conflict between the intersts of a widow and the children of a first marriage, generally provision to an appropriate level will be ensured during the widow's lifetime, but a capital sum will not be awarded since that is likely to have the effect ultimately of diverting the husband's money away from his family to his widow's, particularly if, as in this case, she has children of another marriage. That is a substantial consideration against

Mr Stapleton's submission. The level of the widow's expectation is contained in the phrase used by McCarthy P in *Re Wilson* [1973] 2 NZLR 359 at 362:

> "to enable a widow to live with comfort and without pecuniary anxiety in such a state of life as she was accustomed to in her husband's lifetime."

The principle of not awarding lump sums to a second wife against the claims of children was recognised by Beattie J in *re McNaughton* [1976] 2 NZLR 538 and I see no reason to depart from it.

If the plaintiff had only her matrimonial property award there clearly would be a breach of moral duty. She is entitled to have a home or assistance in providing herself with a home if that is what she wishes to do, and means for a proper level of sustenance.

In my judgment the most satisfactory solution in this case doing least violence to the testator's wishes will be to make such provision as will enable the widow to use the funds now declared to be hers to buy her own home, with assistance from the balance of the proceeds of sale of the house she now occupies, and to ensure (as her husband intended) that she will have a sufficiency of capital to enable her to live at an appropriate standard, but to allow the provisions of the will otherwise to continue to operate in favour of his descendants in the way the testator intended.

It is not appropriate to terminate the life interest now on payment of a capital sum as counsel suggested because it cannot now be determined whether the testator's children or some of his grandchildren will be the ultimate beneficiaries.

On my calculation, which is necessarily inexact because of the realisation of the house property is involved, Mrs Price would, with the order as to matrimonial property, be entitled to have $94,000.00 plus her own $16,000.00 i.e. $110,000.00. The $40,000.00 already received by way of legacy should be set off against the $94,000.00 so that she would be entitled to receive a further $54,000.00 in her own right from the sale of the property.

Assuming she wishes to buy a property at $180,000.00 she would have a shortfall of $70,000.00. The shortfall should be provided from the estate, but only for Mrs Price's lifetime. She would further be entitled to a sum to provide her with income. Her

husband thought a legacy of $40,000.00 would be appropriate and I see no reason to reduce that because Mrs Price has established a right to other monies which are likely to be absorbed in a house purchase.

If the house realised a net $234,000.00 Mrs Price would from that now receive $94,000.00 to cover her legacy and the balance of her matrimonial property entitlement leaving $144,000.00 available in due course for the children. If $70,000.00 of that was made available by way of loan to Mrs Price for her lifetime $74,000.00 would be available now to provide (if the trustees thought fit) for the $50,000.00 legacy to the children with $24,000.00 to remain in trust under the provisions of the will relating to such surplus.

In my view the Court has jurisdiction to make an award under the Family Protection Act by way of directing an advance from the estate. Section 5 of the Act allows the Court to attach conditions to an order and to order that provision be by way of lump sum or a periodical or other payment. That in my view covers the situation. It will do no violence to the testator's intention if the matter is handled in that way, because he expressly contemplated that the trustees might make a loan to his wife from the surplus proceeds of the sale of the house.

Accordingly in my judgment the proper orders to make in this case are that:

(1) the plaintiff is awarded $94,000.00 from the estate under the terms of the Matrimonial Property Act 1963;

(2) the provisions of the will as to the plaintiff's life tenancy of the house in Penrose Street, Lower Hutt or a substitute house are varied so that the plaintiff may have from the estate for her lifetime a loan on first mortgage of such amount as represents the difference between $110,000.00 and the total purchase price of a house reasonably suitable for her requirements;

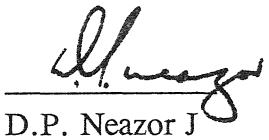
(3) the legacy of $40,000.00 to the plaintiff shall stand in addition to her entitlement under the Matrimonial Property Act, as will the bequest to her of the contents of the house and other personal property including the car owned at the date of the testator's death;

(4) the terms of the loan shall be usual terms of first mortgage arranged by solicitors in the Wellington and Hutt Valley areas, any differences about such terms to be decided (if he is willing so to do) by the President of the Wellington District Law Society or his nominee. The interest rate shall be the average of the current rate for home mortgages provided by two institutions in the Wellington and Hutt Valley areas

recognised as providing general home mortgage lending, with reviews of the rate every three years. Failing agreement on which two institutions should provide the basis for calculation the question shall be decided (if he is willing to do so) by the President of the Wellington District Law Society or his nominee;

I accept Mr Gittos' submission that this is a case where both parties have succeeded in part and neither should have their costs at the expense of the other, which is what could happen if the costs are borne by the estate. Accordingly the only order for costs will be that the trustees may have their reasonable solicitor and client costs from the estate.

In case there are unforeseen practical difficulties in the working out of these orders leave is reserved to any party to apply.



D.P. Neazor J

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