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IN THE SUPREME COURT OF VIRGINIA
AT RICHMOND

CLERK
SUPREME COURT OF VIRGINIA
RECEIVED
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RICHMOND, VIRGINIA
Appellant,

RICHARD E. WATKINS,

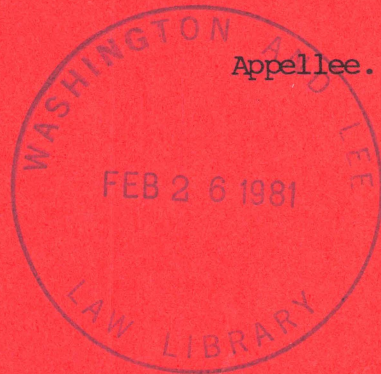
v.

CAROL A. WATKINS,

Appellee.

RECORD NO: 780674

JOINT APPENDIX



James A. Baber, III
Fred A. Talbot
BREMNER, BABER & JANUS
701 East Franklin Street
P. O. Box 826
Richmond, Virginia 23207
(804) 644-0721

Counsel for Appellant

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BILL OF COMPLAINT 76-C-43

FILED BY PLAINTIFF ON JANUARY 13, 1976

TO THE HONORABLE JUDGES OF SAID COURT:

Comes now the plaintiff, Carol A. Watkins, by counsel,
and for her Bill of Complaint, says and alleges as follows:

1. That the plaintiff, whose maiden name was Carol Ann Alexander, and the defendant were lawfully married in the City of Mount Rainier, Maryland, on March 14, 1959.

2. That the plaintiff and the defendant are both over the age of eighteen years and are members of the caucasian race.

3. That both the plaintiff and the defendant are now domiciled in and are and have been actual bona fide residents of the Commonwealth of Virginia for more than six months next preceding the commencement of this suit.

4. That the defendant resides at #4 Felspar Drive, Richmond, Virginia, in the County of Henrico.

5.32

25.25
230.25

5. That there were three children born of this marriage, namely Kimberly Ann Watkins, born September 10, 1961, Richard E. Watkins, Jr., born September 22, 1965 and Fred E. Watkins, III, born November 14, 1968, all of whom remain in the custody of the plaintiff.

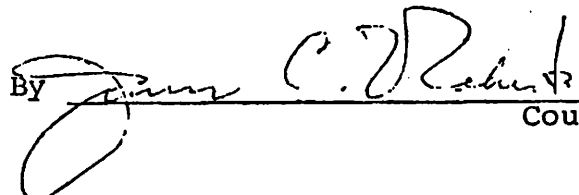
6. That on or about November 5, 1974, the defendant, without just cause, left the marital abode of the parties and commenced an illicit relationship with one Sharon Jones Guard, with whom the defendant thereafter on numerous occasions committed adultery.

7. That since first obtaining knowledge of the fact of said adultery, the plaintiff has not cohabited with the defendant.

8. That at the time of institution of this suit, less than five (5) years had elapsed since any of the said acts of adultery occurred, and such acts of adultery were not committed by the procurement or connivance of the plaintiff.

9. That the plaintiff is without any means of her own, whatsoever, for support of herself and the said children of the marriage or with which to prosecute this suit.

WHEREFORE, your plaintiff prays that she be awarded a decree of divorce from the bonds of matrimony on the ground of adultery; that she be awarded custody and control of the infant children of the marriage; that the defendant be required to furnish adequate sums of money for her support and maintenance and that of the infant children; that she be awarded attorneys fees and other costs expended herein; and that she may have such other, further and general relief as the nature of her case may require and as to equity shall seem meet.

BY  Counsel

James C. Roberts, Esquire
MAYS, VALENTINE, DAVENPORT & MOORE
23rd Floor, F&M Center
1111 East Main Street
P. O. Box 1122
Richmond, Virginia 23208
Counsel for Plaintiff.

A N S W E R

TO THE HONORABLE JUDGES OF THE AFORESAID COURT:

FILED BY DEFENDANT
ON FEBRUARY 9, 1976

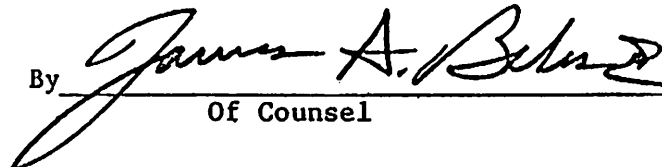
Comes now the defendant, Richard E. Watkins, by counsel, as and for his Answer to the Bill of Complaint states the following:

1. The defendant admits the allegations contained in Paragraphs 1, 2, 3, 4 and 5 of the Bill of Complaint.
2. The defendant denies the allegations contained in Paragraph 6 of the Bill of Complaint and calls for strict proof thereof.
3. The defendant denies the allegations contained in Paragraphs 7, 8 and 9 of the Bill of Complaint and calls for strict proof thereof.

WHEREFORE, the defendant prays that the Bill of Complaint be dismissed.

RICHARD E. WATKINS

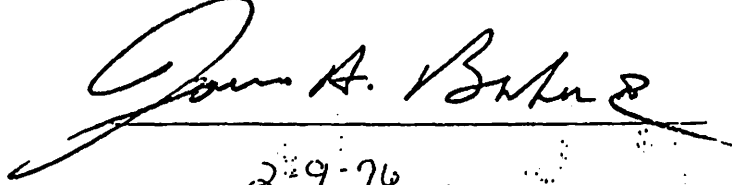
By


Of Counsel

James A. Baber, III
BREMNER, BYRNE, BABER & JANUS
701 East Franklin Street, Suite 1500
Richmond, Virginia 23207

C E R T I F I C A T E

I hereby certify that I have this 6th day of February, 1976
mailed a true copy of the foregoing Answer to James C. Roberts, Esquire,
Post Office Box 1122, Richmond, Virginia 23208, counsel of record for the
plaintiff.



2-9-76

RECORDED & INDEXED IN CLERK
TENT

m.B. Baker
Filed February 9 1976

PLAINTIFF'S SUPPORT EXHIBIT
Carol A. Watkins v. Richard E. Watkins
(76-C-43)

INCOME:

Employed by Unemployed Address _____
Paid () Weekly () Monthly () Bimonthly () Other -0-
Monthly Gross Earnings \$ _____
LESS: Withholding taxes and FICA . . \$ _____
Monthly Net Earnings ("Take-Home") \$ _____
Other Income (Source and amount averaged monthly):

Total Average Monthly Income . \$ -0-

Support Requested \$ _____ Support Offered \$ _____

CHILDREN: Number 3 Ages 15, 11, 8

EXPENSES:

Monthly Living Expenses - (Average amount)

Mortgage payment/Rent	\$	1,000.00
Groceries	\$	450.00
Heating	\$	110.00
Electricity	\$	60.00
Water and sewer	\$	11.00
Trash collection	\$	6.00
Medical/Dental Self \$37.00 Children \$90.00	\$	127.00
Medicines - Self \$8.50 Children \$45.50	\$	54.00
Laundry and dry cleaning	\$	16.00
Parking space	\$	
Hospitalization insurance	\$	85.00
Life insurance/Disability insurance	\$	95.00
Fire insurance/Household goods insurance	\$	25.00
Transportation -		
By Public transportation facilities	\$	
By Private automobile:		
Gasoline	\$	150.00
License	\$	20.00
Insurance	\$	33.00
Maintenance	\$	75.00
	\$	278.00
Household and appliance repairs	\$	215.00
Maid/Domestic servant	\$	15.00
Beauty parlor/barber	\$	27.00
Donations and charitable gifts	\$	40.00
School expenses of children	\$	1,250.00
Clothing - Self \$75.00 Children \$200.00	\$	275.00
Vacation - Self \$_____ Children \$_____	\$	200.00
Cosmetics	\$	23.00
Allowance for children	\$	60.00
Newspapers/magazines	\$	25.00
Recreation - Self \$35.00 Children \$50.00	\$	85.00
Babysitter	\$	20.00

Federal and State income tax	\$	
Yard maintenance	\$	80.00
Club dues and assessments	\$	46.00
Telephone	\$	45.00
Other (Exercise Class, Swimming, Interior Design, Misc)	\$	60.00

Installment Obligations:

Payee _____	Balance \$ _____	\$ _____
Payee _____	Balance \$ _____	\$ _____
Payee _____	Balance \$ _____	\$ _____
Payee _____	Balance \$ _____	\$ _____

Total Monthly Expenses	\$	4,783.00
----------------------------------	----	----------

CERTIFIED TO BE TRUE AND CORRECT: Carol J. Watkins

DEFENDANT'S SUPPORT EXHIBIT

CAROL A. WATKINS

v.

RICHARD E. WATKINS

ON APPLICATION FOR TEMPORARY SUPPORT, ETC
FOR HEARING ON January 31, 19 77

Plaintiff's/Defendant's Exhibit #

Amount of Support Requested by Plaintiff \$

Amount of Support Defendant is Willing to Pay \$ 1,000.00

CHILDREN: Number 3; Ages: 7, 11, 15

INCOME:

Employed by: Curles Neck Farm, Inc.
Employed as: Farm Manager
When Paid: Monthly

	<u>Weekly</u>	<u>Monthly</u>
Gross Earnings:	\$ <u> </u>	\$ <u>2,000.00</u>
Less Deductions:	<u> </u>	<u>359.49</u>
Net Earnings..(Take Home Pay).....	<u> </u>	<u>1,640.51</u>
Other Income	<u> </u>	<u>0</u>

BASIC LIVING EXPENSES:

Mortgage Payments or rent	\$ <u> </u>	\$ <u>250.00</u>
Food (including Milk)	<u> </u>	<u>200.00</u>
Heat (Fuel) \$ <u>83.54</u>)		
Electricity <u> </u>) Total		
Telephone <u>20.00</u>) Utilities		<u>103.54</u>
Water & Sewer <u> </u>)		
Medical, Dental & Drug (self)	<u> </u>	<u>25.00</u>
Medical, Dental & Drug (children)	<u> </u>	<u>100.00</u>
Laundry & Dry Cleaning	<u> </u>	<u>10.00</u>
Insurance Premiums not deducted from salary	<u> </u>	
Clothing	<u> </u>	<u>50.00</u>
*Other (Contributions, etc.).....	<u> </u>	<u> </u>
TOTAL	\$ <u> </u>	<u> </u>

TRANSPORTATION:

By bus	\$ <u> </u>	\$ <u>688.54</u>
Make and year of car <u> </u>		
Used for <u> </u>		
Monthly Payments on Car	<u> </u>	<u> </u>
Average expense of Operation	<u> </u>	<u> </u>
Expense of Auto Insurance	<u> </u>	<u> </u>

TOTAL UNPAID BILLS: \$

MONTHLY PAYMENTS DUE: Total Balance

(1) \$
(2)

MONTHLY PAYMENTS DUE:

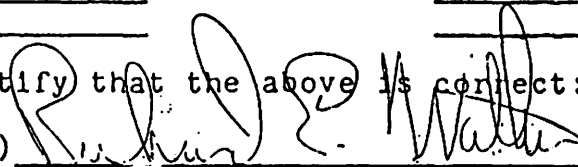
Total Balance

(1) _____
(2) _____
(3) _____
(4) _____
(5) _____

\$ _____

I hereby certify that the above is correct:

Date: January 14, 1977

(Signature of Party) 

* Use additional sheets for items not set out above.

COMMONWEALTH OF VIRGINIA
FOURTEENTH JUDICIAL CIRCUIT

EDMUND WALLER HENING, JR.

JUDGE

E. BALLARD BAKER

JUDGE

L. PAUL BYRNE

JUDGE

ROBERT M. WALLACE

JUDGE



LOCATION:

PARHAM AND
HUNGARY SPRING ROADS

MAILING ADDRESS:

P. O. BOX 27032
RICHMOND, VA. 23273

CIRCUIT COURT OF THE COUNTY OF HENRICO

January 12, 1978

OPINION OF CIRCUIT COURT OF
HENRICO COUNTY DATED JANUARY
12, 1978.

Julious P. Smith, Jr., Esquire
Post Office Box 1320
Richmond, Virginia 23210

James A. Baber, III, Esquire
Post Office Box 826
Richmond, Virginia 23207

Re: Case No. 76C43
Watkins v. Watkins

Gentlemen:

In my view there is ample evidence to support a finding of adultery on the part of the defendant, both before and after November 1974 and prior to the filing of the suit on January 13, 1976. Mrs. Watkins is entitled to a divorce on the grounds of adultery.

The difficult question relates to support and maintenance for Carol Watkins and the three children, Kimberly Ann, 16; Richard, Jr., 12; and Fred, III, 7. As to Fred who has a problem requiring special treatment and care, the defendant has agreed that he will maintain hospitalization, pay all his medical bills and provide the schooling needed. The comments in this letter relate to support and maintenance other than those.

These parties were married March 14, 1959 and separated November 5, 1974. Mrs. Watkins is now 37 years old and has not been employed outside the home during the marriage. During the greater part of the marriage they have lived on Curles Neck Farm, where the defendant is farm manager. They also travelled frequently. (Depos. Carol Watkins, p. 40-41). For the last years of the marriage they lived in a home provided by the Farm for the farm manager. (Depos. Carol Watkins, p. 38, 85). This is a brick home, 3-1/2 baths, on about 3 acres of land on the James River. As long as the defendant is an employee of the Farm he is entitled to the house, along with utilities, without cost to him. (Depos. Richard Watkins, p. 5, 6). The appraised value of the house is \$100,000.00 with the land valued at \$18,000.00 and the furnishings at \$30,000.00.

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Since the separation of the parties in November 1974, Carol Watkins has been living in the farm house, with the children. While living there, many things are provided by the Farm, without cost to her - these including milk and meat, water, sewer, trash collection, hospitalization insurance and fire insurance on household goods. (Depos. Carol Watkins, p. 53-57). She drives a station wagon furnished, without cost to her, by F. E. Watkins Motor Company, a corporation in which the defendant has a 24% interest. The Watkins Company pays the insurance on the car.

The defendant, in addition to being paid as farm manager for the Farm, has over the past several years received compensation also from Curles Neck Dairy and Watkins Motor Company, though his principal work has been farm manager. His gross income from the Farm, the Dairy and Watkins Motor Company for 1971-1976 as below:

1971	\$28,400.00
1972	\$29,390.00
1973	\$30,599.00
1974	\$32,399.00
1975	\$19,338.00
1976	\$21,200.00

Over the years, he has also received from the corporations \$36,000.00 in non-interest bearing loans, none of which has been repaid. (Tr. 10-11-77, p. 21-22).

It appears that his salary has been allocated among these three corporations. (Tr. 10-11-77, p. 13).

The defendant is presently receiving \$2,000.00 a month from Curles Neck Farm, Inc. (Depos. Fred Watkins, p. 30; depos. Richard Watkins, p. 4).

The defendant has also received substantial income from a partnership which owned gravel producing land. This income was as below:

1974	\$61,734.00
1975	\$59,490.00
1976	\$35,044.00

There is no longer any gravel being produced from this land, nor does the defendant have any of the money which came from the operation. (Depos. Richard Watkins, p. 7, 9, 26, 31).

The defendant owns about 24% of the stock of Curles Neck Farm, Inc. and Watkins Motor Company. This stock was received from his father and from his mother's estate. The balance of

Page Three

the stock in each is owned by Fred Watkins, his father, and by Betty Watkins Short, his sister. Fred Watkins is the President of each corporation. The Farm and Watkins Motor Company own about 93% of the stock of Curles Neck Dairy. A statement of "...partial net worth..." of the defendant, based on his ownership of stock in the Farm and Motor Company was prepared by accountants for Mrs. Watkins, and indicates a partial net worth of \$1,509,534.00. This is based on the stockholders' equity in the corporations as of December 31, 1975, plus the defendant's share in 5,400 acres of land owned by the Farm. (Depos. 9-20-77, p. 9-14, Plt. Ex. 1).

None of the corporations has paid any dividends in recent years. Each had liquid assets in excess of liquid liabilities. The accountant testified that the defendant's interest, or net worth, could be used to borrow on or could be sold - and also expressed the view that the defendant had a right to request a dividend. (Depos. 9-20-77, p. 22-25)). The defendant says he has never discussed or requested a dividend. (Tr. 10-17-77, p. 42).

On the expense side, Mrs. Watkins, by her exhibit C, filed October 17, 1977, listed monthly expenses of \$4,783.00. This exhibit puts dollar estimates on many items Mrs. Watkins now receives without cost from the Farm and Motor Company - such as mortgage payment, utilities, automobile and some insurance. It also includes over \$1,250.00 per month for schooling and medical for Fred, III, which the defendant has agreed to pay.

Mr. Watkins shows expenses of \$688.54 per month, which includes no support money except \$100.00 per month for medical for the children. It appears elsewhere that schooling for Fred, III, was \$17,160.00 per year as of May 1977, and that he was able to pay it by sale of an automobile. (Depos. Richard Watkins, p. 25-25). His testimony at the October 17, 1977 hearing states his acceptance of the responsibility to maintain hospital and medical coverage for the children and to continue to keep Fred in the Woods School or similar environment. (Tr. 10-17-77, p.10-11-12).

Mrs. Watkins is asking for a lump-sum award of \$500,000.00 to enable her to replace the home she now lives in and maintain herself, plus \$750.00 per month for each child at home. As alternatives, a lump-sum of approximately \$140,000.00 plus \$1,500.00 per month for Mrs. Watkins, or no lump sum and \$3,000.00 per month are suggested - along with \$750.00 per month for each child at home in either case.

Mr. Watkins suggests \$1,000.00 per month, with Mrs. Watkins remaining in the farm home with the same benefits that have gone with the home since she has been living there. He suggests that if Mrs. Watkins is ever denied the use of the home, then she can

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request additional support.

Counsel agree that the criteria of section 20-107 are controlling. The only disagreements of law relate to the authority of a court to award a lump-sum and whether such payment can be based on property "acquired by gift or inheritance during the marriage". Under Turner v. Turner, 213 Va. 42, where special equities exist a lump-sum award may be made, in addition to periodic payments. Whether the gift or inheritance provision would apply in fact to the defendant's interest in the corporations is not clear, as the evidence shows only that he received part on his mother's death 10 years ago and the balance came from his father before that time. (Depos. Fred Watkins, p. 25, 26). Mrs. Watkins urges that in law the provision would not apply as that part of section 20-107 was adopted in 1977, after this divorce was begun. Mr. Watkins disagrees.

In my view, the law would permit a lump-sum allowance in this case, but under the facts such an award is not being made at this time.

While the defendant does have a substantial net worth it is tied up in corporations in which he holds only a minority interest. There is no evidence as to the market value of his interests, nor is there any evidence of what amount, if any, could be obtained by borrowing on the interest. A suggestion of a stockholder's action to compel the declaration of dividends does not seem realistic. The fact is that the key to defendant's ready access to the substantial sums involved in a lump-sum award seems to be held by his father.

The defendant's interest in these corporations may at some future date be more readily convertible into cash. Meanwhile, he should not be permitted to divest himself of that interest. Consequently, the support order should provide that the defendant is enjoined from disposing of his stock ownership in Curles Neck Farm, Inc., or Watkins Motor Company. His retention of these interests give some assurance that the support hereinafter ordered will be paid and may be of further benefit to Mrs. Watkins or the children at a later date.

Lack of a lump-sum award does leave the plaintiff and children just where they are so far as the house is concerned. Admittedly, occupancy by Carol Watkins as ex-wife of the farm manager is not the same as occupancy as wife of the manager, but it seems the best present provision. It can be argued that the three infant children are better off in the familiar surroundings than they would be elsewhere.

Julious P. Smith, Jr., Esq.
James A. Baber, III, Esq.
January 12, 1978

Page Five

The defendant's obligation to provide monthly cash for support of his wife and children is not to be measured by his present \$2,000.00 per month gross. Over the period 1971-1976 he averaged over \$26,000.00 per year from the several corporations, and was given non-interest bearing loans of \$36,000.00. In addition, over a three year period he had additional outside income of \$155,000.00.

In considering the monthly amount, I conclude that Carol Watkins has no obligation or capacity to produce any income while the children are living at home. I also consider the standard of living, the duration of the marriage, the age, the physical and mental condition of the parties and the contributions of each to the family as shown by the evidence.

The real controlling factors are Carol Watkins' needs considered along with Richard Watkins' earning capacity and financial resources, considering that which he owns and the nature of the ownership.

In determining the monthly support for Carol Watkins and the children the Court is assuming that Richard Watkins will continue to provide all the schooling appropriate for Fred, III, along with his medical expenses and will also pay all medical bills for all the children which are not covered by Blue Cross, this including medicines. It is further being assumed that Mrs. Watkins has no expenses for rent or home payments, house maintenance, utilities, including telephone, sewer and trash, hospitalization insurance, transportation or yard maintenance. It is also assumed that milk and meat will be furnished free of cost as in the past. In other words, the benefits which have been received in the past will continue in the same style and manner.

Based on this, a reasonable amount of monthly support for Mrs. Watkins is \$1,300.00, per month, plus an amount equal to the federal and state income tax she must pay on that amount and on any other benefits she receives from the Farm or the Motor Co. In addition, for the support of Kimberly Ann and Richard, Jr., the defendant is to pay Mrs. Watkins \$200.00 per month per child.

The support order to be submitted should expressly state that it is based on the continuation of the present situation with respect to benefits accruing to Mrs. Watkins in the occupancy of the house and the ownership by Mr. Watkins in the two corporations.

Julious P. Smith, Jr., Esq.
James A. Baber, III, Esq.
January 12, 1978

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As to counsel fees, in my judgment Mrs. Watkins is entitled to have the defendant pay \$7,000.00 to Williams, Mullen & Christian along with costs of \$658.60. I do not believe the defendant should be required to pay the fee of other counsel for Mrs. Watkins.

An order in accord with the above should be submitted, with the effective date of the support order being January 16, 1978.

With best wishes,

Yours very truly,

E. Ballard Baker
E. Ballard Baker
Judge

EBB/ng

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COMMONWEALTH OF VIRGINIA
FOURTEENTH JUDICIAL CIRCUIT

EDMUND WALLER HENING, JR.

JUDGE

E. BALLARD BAKER

JUDGE

L. PAUL BYRNE

JUDGE

ROBERT M. WALLACE

JUDGE



LOCATION:

PARRAM AND
HUNGARY SPRING ROADS

MAILING ADDRESS:

P. O. BOX 27032
RICHMOND, VA. 23273

CIRCUIT COURT OF THE COUNTY OF HENRICO

February 22, 1978

Julious P. Smith, Jr., Esquire
Robert E. Eicher, Esquire
Post Office Box 1320
Richmond, Virginia 23210

OPINION OF CIRCUIT COURT OF
HENRICO COUNTY DATED FEBRUARY
22, 1978

James A. Baber, III, Esquire
Post Office Box 826
Richmond, Virginia 23207

Re: Case No. 76C43
Watkins v. Watkins

Gentlemen:

The defendant has questioned the support for Carol Watkins and the children as set out in my letter of January 12, 1978. While this objection stresses that the monthly amount exceeds the need, there is indication of concern over Richard Watkins ability to pay.

On the point of ability to pay, without repeating what has been said in the January 12 letter, Mr. Watkins has accepted the responsibility of providing for Fred, III as in the past, this expense running close to \$20,000.00 in 1977. He has also urged upon this Court, successfully, the contention that Mrs. Watkins and the children remain in the same house and receive the same benefits in the future as in the past. It is obvious that his ability to pay cannot be measured by his monthly salary of \$2,000.00.

A principal issue raised by the defendant when the proposed decree was presented on February 13, 1978 was that the proposed monthly award of \$1,300.00 to her and \$200.00 for each of the other two infant children was in excess of what was needed.

Carol Watkins filed her expense statement at the ore tenus support hearing on October 17, 1977. Plt. Ex. C. (Tr. 10-17-77, p.50). In her deposition of September 20, 1977 she also testified as to her expenses and the style of living when they were together. (Deps. 9-20-77, p. 41, 42, 43, 52, 53, 55, 56, 58, 60, 61, 62, 63, 64, 65, 66, 68, 87, 88, 89, 91, 92, 94, 96, 97, 98, 99, 100, 101, 102, 103, 106, 107, 109).

Her expense statement showed \$4,783.00 per month. This included many items relating to the maintenance of a house, if she had that

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Page Two

expense. However, as she and the children remain in the home on Curles Neck Farm with the same benefits as before, house-related expenses must be deleted. These include mortgage, heat, electricity, water and sewer, trash collection, household goods insurance, telephone and yard maintenance. These items total \$1,337.00. In addition, Mrs. Watkins does not have to pay hospital insurance, schooling for Fred, III, or usual and customary automobile expenses. These items total \$1,613.00.

Under the final decree, the defendant will be required to pay all medical bills for the children not covered by insurance. These are listed at \$135.50 on Mrs. Watkins' statement. It also appears that she has received milk and meat in the past and this is to continue in the future. While the dollar value of this is not shown by the evidence, it does appear that \$350.00 per month is an average for food other than milk and meat. So, deduct \$100.00 from her groceries figure.

Adding all the things Mrs. Watkins is to receive or not have to pay for, as noted in the above two paragraphs, produces a total of \$3,185.50.

It appears that in my calculations for the January 12, 1978 letter I included children's medical -- Kim and Richard -- in her expenses as well as requiring Mr. Watkins to pay them. This, of course, is not correct.

Considering the above deletions of \$3,185.50 from her expenses, her expenses come to \$1,597.50 based on her exhibit. This amount includes groceries, other than milk and meat, medical for herself, laundry and dry cleaning, life insurance, household and appliance repairs, maid, beauty parlor, donations, clothing for self and children, vacation for self and children, cosmetics, children's allowances, newspapers, recreation for self and children, babysitter, club dues and miscellaneous.

Of these items, clothing, vacation and recreation also include children. The figures on Mrs. Watkins' exhibit for clothing and recreation are not shown to be unreasonable for a girl, 16, and a boy, 12. Nor is it unreasonable that each child should receive an allowance of \$30.00 each, though I would require that half of that be included in the child support and the other half be included in support to Mrs. Watkins so that she may contribute. Thus, clothing, recreation and allowance for the children comes to \$280.00 per month.

This leaves, based on Mrs. Watkins' exhibit, \$1,317.50. Included in that amount is \$215.00 for household and appliance repairs and \$95.00 for life insurance on the life of Mrs. Watkins. Mrs. Watkins testified that the Farm does not take care of all household and appliance repairs. (Depts. 9-20-77 at pages 59, 60, 61, 102, 103, 104).

Julious P. Smith, Jr., Esq.
Robert E. Eicher, Esq.
James A. Baber, III, Esq.
February 22, 1978

Page Three

The monthly amount, however, does seem a bit heavy. As to the life insurance, whether she needs \$50,000.00 worth of life insurance -- which she does not now have -- in view of Mr. Watkins responsibility for, and ability to take care of, the children is doubtful.

The vacation amount of \$200.00 a month for Mrs. Watkins and children is substantial, but Mrs. Watkins' depositions establish that they enjoyed vacations at Virginia Beach, Fort Lauderdale, Hilton Head and The Homestead. (Depos. 9-20-77, pages 40, 41, 42, 63). They can no longer count on staying at the grandfather's cottage at Virginia Beach as has been done in the past.

Considering the evidence as to needs of Mrs. Watkins and the children, I agree that \$1,700.00 was excessive. In my judgment, and upon further consideration, I would set support for Kim and Richard at \$140.00 per month each, and for Mrs. Watkins at \$1,100.00 per month, plus an amount equal to the federal and state income taxes she must pay on that support and on the other benefits she receives.

The proposed decree received from Mr. Baber on February 21, 1978 has been marked refused. The sketch received from Mr. Eicher has been adjusted to conform with the foregoing, and other changes in language have been made. It is entered under date of February 22, 1978, and the Clerk has been asked to send a copy to counsel of record.

With best wishes,

Yours very truly,

Ballard Baker
E. Ballard Baker
Judge :

EBB/ncg

FINAL DECREE

FILED FEBRUARY 22, 1978

This cause, which has been regularly docketed, matured and set for hearing, came on this day to be heard upon the Bill of Complaint; upon proof of proper and legal service of process upon the Defendant; upon the answer of the Defendant; upon the depositions of witnesses on behalf of the Plaintiff, regularly taken after proper and legal notice to the Defendant and filed in accordance with law; upon the testimony of the parties heard ore tenus; and was argued by counsel.

Upon consideration whereof, the Court finds from the evidence, independently of the admissions of the parties in the pleadings or otherwise, the following facts: that the parties are members of the Caucasian race and over the age of eighteen years; that they were lawfully married in the City of Mount Ranier, Maryland, on March 14, 1961; that there are three infant children born of the marriage, whose names are Fred E. Watkins, III, Richard E. Watkins, Jr., and

Kimberly Ann Watkins; that the Plaintiff is domiciled in the State of Virginia and has been an actual bona fide resident of the State of Virginia for a period of more than six months immediately preceding the commencement of this suit; that the Plaintiff and the Defendant last cohabited as husband and wife in the County of Henrico, Virginia; that the Defendant was guilty of adultery occurring on or about November 17 and 18, 1975 and on or about December 6 and 7, 1975, which did not occur more than five years prior to the institution of this suit and was not committed by the procurement or connivance of the Plaintiff; that the Plaintiff did not cohabit with the Defendant after knowledge of said adultery; that no reconciliation has taken place or is probable; and that the Plaintiff is entitled to the relief prayed for.

Accordingly, it is ADJUDGED, ORDERED, and DECREED that the Plaintiff, Carol A. Watkins, is now absolutely divorced from the Defendant, Richard E. Watkins, from the bond of matrimony on the ground of adultery by the Defendant, and that the bond of matrimony created by the marriage between these parties on March 14, 1961, is dissolved.

It is ADJUDGED and ORDERED that custody of Fred E. Watkins, III, Richard E. Watkins, Jr., and Kimberly Ann Watkins, infant children of the parties, is awarded to the Plaintiff, but leave is granted to the Defendant to see and visit the children at reasonable times and places.

It appearing to the Court that Fred E. Watkins, III, infant child of the parties, is physically and mentally disabled and requires medical care and treatment and special schooling, which the Defendant has agreed at the ore tenus hearing to provide at his own expense, it is ADJUDGED and ORDERED that the Defendant pay the costs of such hospitalization insurance and medical and dental care and treatment, including medicines, as may be required for Fred E.

Watkins, III, and the costs of continuing his enrollment in The Woods School, or a similar institution suitable for the special schooling required for Fred E. Watkins, III, which is mutually acceptable to the parties.

It is further ADJUDGED and ORDERED that the Defendant pay to the Plaintiff for the support and maintenance of Richard E. Watkins, Jr., and Kimberly Ann Watkins, infant children of the parties, the sum of ^{\$ 140.00} ~~0.00~~ per month for each child, beginning January 16, 1978, and continuing on the 16th day of each succeeding month, and that the Defendant pay the costs of the hospitalization insurance and medical and dental care and treatment, including medicines, of said children.

It appearing to the Court that the Plaintiff and the parties' children reside in a house on property owned by Curles Neck Farm, Inc.; without charge for rent or mortgage payments; that the house is furnished without charge to the Defendant as the farm manager of Curles Neck Farm, Inc.; that the Defendant is a stockholder in Curles Neck Farm,

Inc.; that the Plaintiff receives without charge from the company her milk, meat, water, sewer, trash collection, hospitalization insurance, fire insurance on household goods, utilities, including telephone, home maintenance and repair, and yard care; that the Plaintiff is furnished a new model Chevrolet station wagon automobile every two years, insurance thereon, and gasoline credit cards for the operation thereof by F. E. Watkins Motor Company, Inc. without cost to her; and that the Defendant is a stockholder in F. E. Watkins Motor Company, Inc.

Accordingly, it is ADJUDGED and ORDERED that the Defendant shall ^{take no action to deny} ~~continue~~ to the Plaintiff the foregoing benefits which he is entitled to receive from the said companies, without cost to the Plaintiff; that the Plaintiff shall continue to enjoy the foregoing benefits in the same style and manner to which she became accustomed during the marriage; and that the Defendant shall use his best efforts to see that the foregoing benefits continue to be provided to the plaintiff, without cost to her.

It is further ADJUDGED and ORDERED that the Defendant pay the sum of ^{\$1,100.00} ~~\$2,000.00~~ per month to the Plaintiff, beginning January 16, 1978, and continuing on the 16th day of each succeeding month, for her support, and, in addition thereto, pay to her an amount equal to her federal and state income tax on the monthly support payments and the benefits received by her ^{under the provisions of this decree,} ~~from her employment and from the F. E. Watkins Motor Company, Inc.~~ such additional amount to be payable on April 1 in each year, beginning in 1979.

It is further ADJUDGED and ORDERED that, ~~to assume as much as possible that the plaintiff and the infant children will continue to receive the aforesaid benefits,~~

~~the Defendant is now enjoined and~~ restrained from disposing of his shares of stock in Curles Neck Farm, Inc., and F. E. Watkins Motor Company, Inc., by sale, redemption, gift, pledge, or otherwise, subject to the further order of this Court and that a copy of this Order be served upon the Registered Agent of those corporations.

It is ADJUDGED and ORDERED that the Defendant pay to Williams, Mullen & Christian, counsel for the Plaintiff, the sum of \$7,000.00 for legal services rendered on behalf of the Plaintiff, and the further sum of \$658.60 for her costs in this behalf expended.

The provisions of this Decree for the support of the Plaintiff and the parties' minor children, Kimberly Ann and Richard, Jr., are based upon and assume the continuation of the aforesaid benefits received by the Plaintiff, without cost to her, from Curles Neck Farm, Inc., and F. E. Watkins Motor Company in the same style and manner to which she has become accustomed during the marriage.

The objection of each party to the provisions of this decree is noted.
And nothing further remaining to be done herein,

it is ORDERED that this cause be stricken from the docket and placed among the ended causes.

a copy of this decree will be mailed to counsel of record.

ENTER: 2/22/78

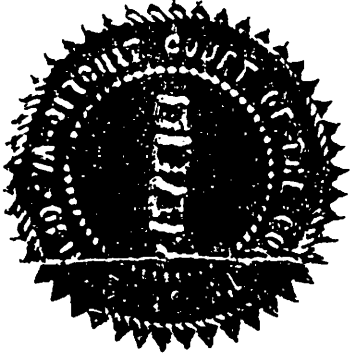
E. B. Baker
Judge

Julious P. Smith, Jr. p.q.
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Richmond, Virginia 23219

AUG 27 1964
MARGARET B. BAKER, CLERK

BY Sara A. Beale
Deputy Clerk

James A. Baber, III p.d.
James A. Baber, III, Esquire
Bremner, Baber & Janus
Post Office Box 826
Richmond, Virginia 23207



ASSIGNMENT OF ERROR

The trial court erred in that it was without power or authority to enjoin Mr. Watkins from disposing of his shares of stock in Curles Neck Farm, Inc. and F. E. Watkins Motor Company, Inc. as per the Final Decree of February 22, 1978.