215 Va. 425

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SUPREME COURT OF VIRGINIA
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IN THE

Supreme Court of Virginia

AT RICHMOND

RECORD NO. 740097

WALTER S. ROBERTSON, JR.

V.

LUISA PINILLOS ROBERTSON

FROM THE CIRCUIT COURT FOR THE CITY OF RICHMOND,
DIVISION II

APPENDIX

HARRY P. ANDERSON, JR.
Anderson, Haw, Parkerson & Beazley
700 East Main Street, Suite 904
Richmond, Virginia 23219

Counsel for Appellant

R. HARVEY CHAPPELL, JR.
Christian, Barton, Epps, Brent & Chappell
1200 Mutual Building
Richmond, Virginia 23219

Counsel for Appellee

TABLE OF CONTENTS

	Page
Bill of Complaint for Separate Maintenance	1
Demurrer	4
Order	4
Answer	5
Notice	8
Amended Bill of Complaint for Divorce	9
Answer	12
Exhibit A	16
Order	18
Cross-Bill	19
Answer to Cross-Bill	20
Final Decree	22
Notice	26
Notice and Motion	27
Order Prohibiting Defendant's Remarriage Pending Appeal	28
Order	28
Notice of Appeal and Assignments of Error	30
Assignment of Cross-Error	33

	Page
TRANSCRIPT	35-355
Opening Statements	35-40
John B. Morse, Jewelry Appraiser	41-50
Max Reese, Furniture Appraiser	51-61
Luisa Pinillos Robertson, Wife and Appellee	62-181
S. K. McDougle, Jr., The Detective	182-198
Mrs. John Howard Lane, Neighbor of Wife	199-207
Mrs. Jaquelin E. Taylor, Aunt by Marriage of Husband and Wife	208-216
Katheryn Elizabeth Wagner, Love of Husband	217-225 349-355
Walter S. Robertson, Jr., Husband and Appellant	226-251 278-349
Mary Taylor Robertson, Mother of Husband	252-274
Catherine Robertson Claiborne, Sister of Husband	275-277

VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY
OF RICHMOND, DIVISION II

BILL OF COMPLAINT FOR
SEPARATE MAINTENANCE

The plaintiff, Luisa Pinillos Robertson, represents unto the Court the following:

1. The plaintiff, whose maiden name was Luisa Pinillos, and the defendant were lawfully married in Lima, Peru, on June 19, 1965.

2. Both the plaintiff and the defendant are bona fide domiciled in the State of Virginia and are now and have been for more than one year prior to the commencement of this suit actual bona fide residents of the State of Virginia and of the City of Richmond.

3. Both the plaintiff and the defendant are members of the White race, are over the age of twenty-one years and neither is a member of the armed forces of the United States.

4. No children were born of this marriage.

5. The plaintiff and the defendant last cohabited as man and wife in the City of Richmond, Virginia, at 300 West Franklin Street.

6. On or about August 11, 1971, the defendant, without justification, abandoned and deserted the plaintiff in that he left the home of the parties at No. 300 West Franklin Street, Richmond, Virginia, in which he had been living with the plaintiff. Upon leaving the home at 300 West Franklin Street, Richmond, Virginia, which he did with the intention of abandoning and deserting the plaintiff, he proceeded to establish residence separate and apart from the plaintiff. Upon leaving the home of the parties the defendant broke off all matrimonial relations and cohabitation with the plaintiff and has not since August 11, 1971, returned to live with the plaintiff and has not sought to resume marital relations and cohabitation.

7. Additionally, defendant has committed adultery with one Katherine Wagner, the same having taken place on several occasions at the Lexington Towers Apartments, 104 West Franklin Street, Richmond, Virginia, in the apartment of the said Katherine Wagner, including, specifically, the following dates, to-wit: November 14, 15, 16 and 17, 1972, and December 2, 3, 7, 8, 9, 10, 11, 12, 14, 16 and 17, 1972.

8. The defendant is a man of means who has a large income and who owns property or interests in property of great value. He is quite capable of supporting the plain-

tiff and maintaining her according to the standard of living to which she became accustomed during the time when she and the defendant lived together as man and wife.

WHEREFORE, the plaintiff prays:

(a) That the defendant be required to disclose in detail under oath his present financial condition, both income and principal;

(b) That the Court may award to the plaintiff and require the defendant to pay to the plaintiff such sums by way of temporary alimony for her temporary support and maintenance, suit money and preliminary counsel fees as to the Court may seem just and proper;

(c) That the Court may require the defendant to pay to the plaintiff, at the proper time, such sums by way of permanent alimony for her permanent support and maintenance as the Court may determine to be reasonable and adequate for plaintiff's needs and requirements;

(d) That the Court may allow reasonable fees to plaintiff's attorneys for counseling plaintiff during the period in question and for instituting and conducting this cause and reimbursement for all costs and expenses incurred in connection therewith;

(e) That the defendant be enjoined and restrained

from disposing of any of his property, real and personal, except subject to the order of this Court during the pendency of this suit, and that he be required to give satisfactory security for the future payment of all such amounts as may be awarded by the Court in this cause;

(f) And that the Court may grant such other and further relief as to equity may seem meet.

Filed February 28, 1973, in Clerk's Office.

DEMURRER

The defendant says that the Bill of Complaint is not sufficient in law for the reason that there is no allegation that defendant is not supporting plaintiff, nor could such allegation be validly made because defendant recognizes his obligation to support his wife and has been supporting her and will continue to support her. The only ground upon which a suit for separate maintenance may be based is that the wife is in need of support from the husband which the husband has refused to supply her. No such ground has been alleged or exists in this case.

Filed March 20, 1973, in Clerk's Office.

ORDER

The Court, having considered the Bill and the Demur-

rer and being of the opinion that the Demurrer raises no issue of law but raises issues of fact, doth overrule said Demurrer, to which action the defendant by counsel objected and excepted.

Entered May 14, 1973.

ANSWER

For answer to the Bill of Complaint for separate maintenance filed by the plaintiff, defendant respectfully says as follows:

1. He admits the allegations contained in paragraphs 1, 2, 3, 4, 5 and 6 of the Bill.

2. He charges that the allegations contained in paragraph 7 of the Bill are not material or relevant to the issue of separate maintenance but are alleged for the punitive effect they may have upon the award of support. Defendant has always recognized his responsibility to support plaintiff and since leaving the matrimonial domicile on or about August 11, 1971, he has continued to furnish support to plaintiff in such an amount that she has been able to maintain the standard of living which she became accustomed to when the parties lived together as husband and wife. He neither admits nor denies the allegations contained in para-

graph 7 but calls for strict proof thereof, in the event the Court rules they are material and relevant to the issues involved in this cause.

3. He neither admits nor denies that he has a large income or owns property or interest in property of great value for this is a relative term and to some persons this allegation may be answered in the affirmative and to others it may be answered in the negative. He charges, however, that he has been supporting and maintaining plaintiff to the standard of living which they enjoyed when they were living together as husband and wife and that he has furnished this support and maintenance before and after August 11, 1971, the date he left the matrimonial domicile.

WHEREFORE, Defendant prays that plaintiff's Bill of Complaint be dismissed with his reasonable costs in this behalf expended and responds to each paragraph of the said prayer as follows:

(a) Defendant has disclosed in detail his present financial condition, both income and principal, by furnishing to counsel for plaintiff his Federal Income Tax Returns for 1970 and 1971 jointly filed, and 1972, individually filed, approximate net worth statements, dated July 8, 1971, and brought current by letter dated January 5, 1973, copy of

Trust Agreement dated December 29, 1934, made by J. T. Taylor, defendant's grandfather, the income from which was payable solely to Mrs. Walter S. Robertson, defendant's mother, who executed an instrument irrevocably as signing 11% of the income therefrom to each of her three children, one of whom is defendant, such income being revealed on the aforesaid Federal Income Tax Returns, Agreement dated April 21, 1965, between Marjorie Robertson, defendant's first wife and defendant explaining the amount of child support he is required to pay to his first wife for the support of their three children, amounting to $26,615.00 in 1971 and other information as requested by counsel for plaintiff;

(b) Plaintiff is not entitled to temporary support and maintenance for the reason that she is now receiving and has been receiving adequate support to maintain herself to the standard of living to which she became accustomed while living with defendant and this she has acknowledged by her failure to allege in her Bill of Complaint that she is not receiving adequate support and maintenance and to take any action in this regard until February 28, 1973, the date this cause was instituted;

(c) The defendant has been paying and will continue to pay to plaintiff reasonable and adequate support and

maintenance and was willing to enter into an agreement with plaintiff to provide such support and maintenance so long as he lived;

(d) The institution of this suit and the incurrence of costs and expenses, particularly the expense of a detective, were wholly unnecessary and should be disallowed;

(e) There is no justification or cause for enjoining or restraining defendant from disposing of his property or requiring security for the payment of support and maintenance which this Court may award because defendant has shown that he is a responsible person and has been paying support and maintenance to plaintiff in a reasonable and adequate amount;

(f) There is no other and further relief to which plaintiff is entitled.

Filed May 23, 1973, in Clerk's Office.

NOTICE

To: R. Harvey Chappell, Jr., Esquire
Christian, Barton, Parker, Epps & Brent
1200 Mutual Building
Richmond, Virginia 23219
Counsel for Plaintiff

PLEASE TAKE NOTICE that on Thursday, July 19, 1973, commencing at 9:00 o'clock A.M., I, the defendant herein,

shall move this Honorable Court in its courtroom at 10th and Hull Streets, Richmond, Virginia, to continue the ore tenus hearing now set for Monday, July 30, 1973, to some date in August or thereafter upon the ground that a material witness for the defendant will be in Hawaii on July 30, and not available to testify until August 2, 1973, and upon the further ground that the issues narrowed by counsel by agreement have been expanded.

Filed July 6, 1973, in Clerk's Office.

AMENDED BILL OF COMPLAINT FOR DIVORCE

The plaintiff, Luisa Pinillos Robertson, represents unto the Court the following:

1. The plaintiff, whose maiden name was Luisa Pinillos, and the defendant were lawfully married in Lima, Peru, on June 19, 1965.

2. Both the plaintiff and the defendant are bona fide domiciled in the State of Virginia and are now and have been for more than one year prior to the commencement of this suit actual bona fide residents of the State of Virginia and of the City of Richmond.

3. Both the plaintiff and the defendant are members of the White race, are over the age of twenty-one years and

neither is a member of the armed forces of the United States.

4. No children were born of this marriage.

5. The plaintiff and the defendant last cohabited as man and wife in the City of Richmond, Virginia, at 300 West Franklin Street.

6. On or about August 11, 1971, the defendant, without justification, abandoned and deserted the plaintiff in that he left the home of the parties at No. 300 West Franklin Street, Richmond, Virginia, in which he had been living with the plaintiff. Upon leaving the home at 300 West Franklin Street, Richmond, Virginia, which he did with the intention of abandoning and deserting the plaintiff, he proceeded to establish residence separate and apart from the plaintiff. Upon leaving the home of the parties the defendant broke off all matrimonial relations and cohabitation with the plaintiff and has not since August 11, 1971, returned to live with the plaintiff and has not sought to resume marital relations and cohabitation.

7. Additionally, defendant has committed adultery with one Katherine Wagner, the same having taken place on several occasions at the Lexington Towers Apartment, 104 West Franklin Street, Richmond, Virginia, in the apartment

of the said Katherine Wagner, including, specifically, the following dates, to-wit: November 14, 15, 16 and 17, 1972, and December 2, 3, 7, 8, 9, 10, 11, 12, 14, 16 and 17, 1972.

8. The defendant is a man of means who has a large income and who owns property or interests in property of great value. He is quite capable of supporting the plaintiff and maintaining her according to the standard of living to which she became accustomed during the time when she and the defendant lived together as man and wife.

WHEREFORE, the plaintiff prays:

(a) That a divorce from the bond of matrimony be granted in favor of the plaintiff upon the grounds of abandonment and desertion and adultery as hereinabove alleged;

(b) That the Court may award to the plaintiff and require the defendant to pay to the plaintiff such sums by way of temporary alimony for her temporary support and maintenance, suit money and preliminary counsel fees as to the Court may seem just and proper;

(c) That the Court may require the defendant to pay to the plaintiff, at the proper time, such sums by way of permanent alimony for her permanent support and maintenance as the Court may determine to be reasonable and adequate for plaintiff's needs and requirements;

(d) That the Court may allow reasonable fees to plaintiff's attorneys for counseling plaintiff during the period in question and for instituting and conducting this cause and reimbursement for all costs and expenses incurred in connection therewith;

(e) That the defendant be required to disclose in detail under oath his present financial condition, both income and principal;

(f) That the defendant be enjoined and restrained from disposing of any of his property, real and personal, except subject to the order of this Court during the pendency of this suit, and that he be required to give satisfactory security for the future payment of all such amounts as may be awarded by the Court in this cause;

(g) And that the Court may grant such other and further relief as to equity may seem meet.

Filed July 9, 1973, in Clerk's Office.

ANSWER

For answer to the Bill of Complaint for Divorce, defendant respectfully says as follows:

1. He admits the allegations contained in paragraphs 1, 2, 3, 4 and 5 of the Bill.

2. He neither admits nor denies the allegations contained in paragraph 6 of the Bill and calls for strict proof thereof.

3. He denies that the allegations contained in paragraph 7 of the Bill are material or relevant because plaintiff has alleged grounds for an absolute divorce in paragraph 6 of the Bill, which would entitle her to an absolute divorce on the ground of desertion as of August 10, 1972, and charges that the allegations of adultery are made for the purpose of the punitive effect they may have upon the award of alimony. He neither admits nor denies the allegations contained in paragraph 7 but calls for strict proof thereof, in the event the Court rules they are material and relevant to the issues involved in this cause.

4. He neither admits nor denies that he has a large income or owns property or interest in property of great value for this is a relative term and to some persons this allegation may be answered in the negative. He charges, however, that he has been supporting and maintaining plaintiff to the standard of living which they enjoyed when they were living together as husband and wife and that he has furnished this support and maintenance before and after August 11, 1971, the date he left the matrimonial domicile.

Exhibit "A", attached hereto, reflects the gross and net income of defendant, not including his personal living expenses, and the support he is now paying plaintiff.

WHEREFORE, Defendant prays that:

(a) Plaintiff's Bill of Complaint be dismissed with his reasonable costs in this behalf expended;

(b) Plaintiff is not entitled to temporary support and maintenance for the reason that she is now receiving and has been receiving adequate support to maintain herself to the standard of living to which she became accustomed while living with defendant and this she has acknowledged by her failure to allege in her Bill of Complaint that she is not receiving adequate support and maintenance and to take any action in this regard until July 19, 1973, the date this cause was instituted;

(c) The defendant has been paying and will continue to pay to plaintiff reasonable and adequate support and maintenance and was willing to enter into an agreement with plaintiff to provide such support and maintenance so long as he lived;

(d) The incurrence of certain costs and expenses, particularly the expense of a detective, as well as such attorney's fees as related to counselling be disallowed;

(e) Defendant has disclosed in detail his present financial condition, both income and principal, by furnishing to counsel for plaintiff his Federal Income Tax Returns for 1970, 1971 and 1972, jointly filed, approximate net worth statements, dated July 8, 1971, and brought current by letter dated January 5, 1973, copy of Trust Agreement dated December 29, 1934, made by J. T. Taylor, defendant's grandfather, the income from which was payable solely to Mrs. Walter S. Robertson, defendant's mother, who executed an instrument irrevocably as signing 11% of the income therefrom to each of her three children, one of whom is defendant, such income being revealed on the aforesaid Federal Income Tax Returns, Agreement dated April 21, 1965, between Marjorie Robertson, defendant's first wife and defendant, explaining the amount of child support he is required to pay to his first wife for the support of their three children, amounting to $26,319.00 in 1971 and other information as requested by counsel for plaintiff;

(f) There is no justification or cause for enjoining or restraining defendant from disposing of his property or requiring security for the payment of alimony which this Court may award because defendant has shown that he is a responsible person and has been paying support and mainten-

ance to plaintiff in a reasonable and adequate amount;

(g) There is no other and further relief to which plaintiff is entitled.

Filed August 9, 1973, in Clerk's Office.

EXHIBIT A

STATEMENT OF HUSBAND'S INCOME,
DEDUCTIONS AND INCOME TAXES BASED ON
FEDERAL INCOME TAX RETURNS AND 1972 TAX RATES

INCOME		72	71	70
Salary, Universal Leaf Tobacco, Co., Inc.		$40,875	$39,500	$43,000
Mary Taylor Robertson Trust by UVB to assignee of 1/3rd income	div.	20,569	21,144	25,268
	int.	1,247		
		21,816		
Estate of Walter S. Robertson by UVB to Co-Executor for commissions		937	4,733	3,604
Dividends, less $100 exclusive		3,786	3,814	1,049
Dominion Oil & Gas Company		253	192	63
Capital Gains & Losses		3,190	473	(1,000)
Total Income		$70,857	$69,856	$71,984

DEDUCTIONS/EXPENSES

(Not including Personal Living Expenses)

Alimony to Marjorie W. Benedict as per agreement	$26,319	$26,443	$26,121
Support to Luisa Pinillos Robertson, excluding incidentals; 1972 only complete year since August 11, 1971.			
Rent & Parking $357.00			
Cash 475.00			
Life Ins. 95.67			
12 x $927.67	11,132	11,132	11,132
Medical and dental	65	106	106
State and local taxes	2,392	2,599	2,421
Contributions	1,160	1,196	989
Interest	1,067	1,398	1,976
Miscellaneous	4,175	172	143
Business	966	636	590
Total Expense	$47,276	$43,682	$43,478
Subtracting expenses from income	23,581	26,174	28,506
Exemption	750	750	750
Taxable Income	22,831	25,424	27,756
Federal Tax	6,322	7,360	8,380
Income After Federal Tax	16,509	18,064	19,376
State Tax			
Federal adjusted gross income	70,857	69,856	71,984
Federal deductions	47,276	43,682	43,478
State Income Tax	1,865	2,100	1,895

Deductions	45,411	41,582	41,583
Exemption	600	600	600
	44,811	40,982	41,183
State taxable income	26,046	28,874	30,801
State Tax	1,278	1,430	1,436
Net Income			
After Federal and State Income Taxes	$15,231	$16,634	$17,940

ORDER

This cause came on this day to be heard upon the defendant's motion that he be allowed to file his Cross-Bill, which was lodged with the Clerk on August 14, 1973, which motion is granted and said Cross-Bill is ORDERED filed, to which the plaintiff by counsel objects and excepts.

This cause is set down for hearing on all issues raised by the pleadings, the Court ruling that the original and amended Bills of Complaint, which have been duly answered and the issues joined thereon, are not pleas of recrimination under Section 20-91 (9) of the Code of Virginia as alleged in paragraph 4 of the said Cross-Bill, and being further of the opinion that the Court is not precluded from passing upon the issues joined by the mere passage of time and the coming into play of Section 20-91 (9) of the Code

of Virginia, to all of which the defendant by counsel objects and excepts.

Entered August 22, 1973.

CROSS-BILL

Defendant for his Cross-Bill respectfully shows unto the Court the following case:

1. He adopts by reference the allegations contained in paragraphs 1, 2, 3, 4 and 5 of plaintiff's Amended Bill of Complaint for Divorce.

2. He alleges that the parties have lived separate and apart without any cohabitation and without interruption since August 11, 1971, a period of more than two years.

3. He has been supporting and maintaining plaintiff since August 11, 1971, to the standard of living which they enjoyed when they were living together as husband and wife and declares it to be his intention to continue to support her, as the circumstances may require, and to this end adopts by reference Exhibit "A" with his Answer heretofore filed, which reflects the support he is now paying plaintiff in relation to his gross and net income based on his Federal income tax returns, not including his personal living expenses.

4. By statute the foregoing ground of divorce alleged by defendant is absolute and cannot be barred by a plea of res adjudicata or of recrimination and therefore defendant's cause of action should take precedence over the cause of action alleged by plaintiff and that each party should be granted a divorce from the other party upon the ground that they have lived separate and apart without any cohabitation and without interruption for two years.

WHEREFORE, defendant prays that the Amended Bill of Complaint for Divorce of the plaintiff be dismissed and that each party be granted a divorce from the other upon the ground that they have lived separate and apart, without any cohabitation and without interruption for two years, namely, since August 11, 1971.

Lodged August 14, 1973, in Clerk's Office

Filed August 22, 1973, in Clerk's Office.

ANSWER TO CROSS-BILL

Plaintiff Luisa Pinillos Robertson, for answer to the Cross-Bill, says:

1. The allegations of Paragraph No. 1 of the Cross-Bill (being adoption by reference the allegations of plaintiff's Amended Bill of Complaint for Divorce, Paragraphs

Nos. 1, 2, 3, 4 and 5) are admitted.

2. The allegations of Paragraph No. 2 are admitted.

3. The allegations of Paragraph No. 3 are denied.

4. The allegations of Paragraph No. 4 are denied. The suggestion that defendant's alleged cause of action should take precedence over the causes of action alleged by plaintiff already has been resolved by Order of this Court entered August 22, 1973.

5. Plaintiff alleges and avers that her Amended Bill of Complaint for Divorce remains applicable and in full force and effect irrespective of the filing of the Cross-Bill herein by defendant.

6. Plaintiff alleges and avers that defendant has not supported and maintained her since August 11, 1971, to the standard of living which they enjoyed when they were living together as husband and wife and prays the relief of the Court in enforcing such obligations of defendant.

WHEREFORE, plaintiff prays that the Cross-Bill be dismissed; that plaintiff be awarded a divorce on the grounds of abandonment and desertion and adultery as alleged in her Amended Bill of Complaint for Divorce; that the defendant's obligations to support and maintain the plaintiff be recognized and enforced by appropriate Order of this Court in

accordance with the prayers for relief in plaintiff's said Amended Bill of Complaint for Divorce.

Filed September 10, 1973, in Clerk's Office.

FINAL DECREE

This cause, which has been regularly matured, docketed and set for hearing, came on this day to be heard upon the Bill of Complaint and the Amended Bill of Complaint for Divorce; upon process duly served upon the defendant; upon the Answer and Cross-Bill of the defendant; upon the oral testimony of the parties and other witnesses all given in open Court and upon other evidence introduced as exhibits; and was argued by counsel for both parties.

Upon consideration whereof, the Court finds from the evidence, independently of the admissions of the parties in the pleadings or otherwise, that the plaintiff and defendant were lawfully married in Lima, Peru, on June 19, 1965; that the plaintiff and the defendant are domiciled in the Commonwealth of Virginia and that they have been and are actual bona fide residents of the Commonwealth of Virginia and the City of Richmond for more than one year immediately preceding the commencement of this suit; that the plaintiff and defendant are members of the White race, are over the age of twenty-one (21) years and neither is a member of the

Armed Forces of the United States; that no children were born of this marriage; that the plaintiff and defendant last cohabited as man and wife in the City of Richmond, Virginia, at 300 West Franklin Street; that the wilful abandonment and desertion of the plaintiff by the defendant on the 11th day of August, 1971, as alleged in the Amended Bill of Complaint for Divorce has been fully proven by the evidence; that the defendant's adultery occurring on a number of occasions in November and December, 1972, as alleged in the Amended Bill of Complaint has been fully proven by the evidence, that the said adultery did not occur more than five (5) years prior to the institution of this suit and was not committed by the procurement or connivance of the plaintiff and that the plaintiff has not cohabited with the defendant after knowledge of said adultery; and that the plaintiff is entitled to the relief prayed for, and that defendant's Cross-Bill should be dismissed.

Therefore, the Court doth ADJUDGE, ORDER and DECREE that Luisa Pinillos Robertson be, and she hereby is, awarded a divorce from the bond of matrimony from the defendant, Walter S. Robertson, Jr., on the ground of wilful desertion and abandonment for a period of more than one (1) year and

on the ground of adultery, and that the bond of matrimony created by the marriage between these parties on June 19, 1965 be, and it is hereby, dissolved, and that defendant's Cross-Bill be, and it hereby is, dismissed.

It is further ADJUDGED, ORDERED and DECREED that the said Walter S. Robertson, Jr., pay unto the said Luisa Pinillos Robertson the sum of Nineteen Thousand Nine Hundred Ninety-Nine and 92/100ths Dollars ($19,999.92) per year in payments of Eight Hundred Thirty-Three and 33/100ths Dollars ($833.33) on the first and fifteenth of each month beginning on the 15th day of October, 1973, as alimony and continuing until further order of the Court.

It is further ADJUDGED, ORDERED and DECREED that the said Walter S. Robertson, Jr., shall pay all expenses and costs incurred by the plaintiff in this proceeding including, but not limited to, the following:

McDougle Detective Agency	-	$575.00
Christian, Barton, Parker, Epps & Brent, expenses advanced	-	94.80
Pole, Benton & Johnson	-	95.00
Max Reese	-	207.50
Schwarzschild Bros., Inc.	-	150.00

Plus the costs of the transcript in the event of an appeal.

It is further ADJUDGED, ORDERED and DECREED that the said Walter S. Robertson, Jr., shall pay to Christian, Barton, Parker, Epps & Brent, attorneys for the plaintiff, the sum of Ten Thousand Dollars ($10,000.00) for services rendered on behalf of the plaintiff in this proceeding.

It is further ADJUDGED, ORDERED and DECREED that if and when any or all of the furniture and furnishings presently located in the apartment at 300 West Franklin Street, Richmond, Virginia, are removed therefrom at the instance of the defendant or any other party or parties (other than the plaintiff), the defendant promptly thereafter shall replace the same with suitable furniture and furnishings.

It is further ADJUDGED, ORDERED and DECREED that all of the property rights which either of the parties hereto may have or could hereafter acquire in and to the property of each other by reason of the aforesaid marriage are forever barred and extinguished except as hereinabove provided.

It is further noted that counsel for both the plaintiff and the defendant objected and excepted to certain portions of this Decree.

Nothing further remaining to be done in this cause, it is ORDERED that the same be, and it is hereby, stricken from the pending chancery docket and the papers filed

among the ended causes.

Entered October 12, 1973.

NOTICE

To: R. Harvey Chappell, Jr., Esquire
1200 Mutual Building
Richmond, Virginia 23219
Counsel for Plaintiff

PLEASE TAKE NOTICE that on October 25, 1973, commencing at 9:30 o'clock A.M., in the Circuit Court of the City of Richmond, Division II, 10th and Hull Streets, Richmond, Virginia, I, the defendant herein, desiring to apply to the Supreme Court of Virginia for an appeal and supersedeas to the Decree herein rendered on October 12, 1973, of which I am aggrieved, shall move the Honorable W. Eldridge Spain, Judge, to enter an Order suspending the execution on and enforcement of the payment and furniture provisions of the said Final Decree, to-wit, (i) payment of alimony in the amount of $19,999.92 per year, (ii) payment of expenses and costs incurred by plaintiff, (iii) payment of attorneys' fees of plaintiff in the amount of $10,000.00, and (iv) replacement of furniture and furnishings which some person other than defendant may remove from plaintiff's apartment at 300 West Franklin Street, for a period of four months from October 12, 1973, if I, the said defendant,

shall file with said Supreme Court or one of the Justices thereof within the time specified a Petition for appeal and supersedeas, and the execution is likewise thereafter suspended until the Supreme Court or one of the Justices thereof has acted thereon, on condition, however, that I, or someone for me, shall within twenty days from this date enter into a bond in the Clerk's Office of this Court with surety approved by its Clerk in such penalty as the Court may fix.

I shall further move the Court that the transcript of the ore tenus hearing and incidents thereto, which is now being prepared, be made a part of the record in this cause, when it is filed in the Office of the Clerk.

I shall further move the Court to require me, pending the foregoing suspension to continue to furnish to the plaintiff the same support which I am now paying.

Filed October 17, 1973, in Clerk's Office.

NOTICE AND MOTION

To: Walter S. Robertson, Jr.
c/o Harry P. Anderson, Jr., Esquire
Anderson, Haw, Parkerson & Beazley
700 Building, Suite 904
Richmond, Virginia 23219

You are hereby notified that on Thursday, October 25,

1973, at 9:30 o'clock, A.M., the plaintiff herein, by counsel, will move this Honorable Court at its courtroom, 10th and Hull Streets, Richmond, Virginia, to enter a decree that the defendant shall not remarry pending the perfecting of an appeal from the Final Decree of this Court.

Filed October 23, 1973, in Clerk's Office.

ORDER PROHIBITING DEFENDANT'S REMARRIAGE PENDING APPEAL

This cause came on this day to be heard upon plaintiff's motion that defendant be prohibited from remarrying pending the appeal from the Final Decree of this Court, and was argued by counsel.

Upon consideration whereof, it is ORDERED that defendant Walter S. Robertson, Jr., shall not remarry pending the appeal from the Final Decree of this Court entered October 12, 1973, and until the Supreme Court of Virginia or one of the Justices thereof shall have acted thereon.

Refused October 25, 1973.

ORDER

This day came the parties by counsel upon motion of the defendant that, he desiring to apply to the Supreme Court of Virginia for an appeal and supersedeas to the Decree herein rendered on October 12, 1973, of which he is ag-

grieved, execution on the payment and furniture provisions of said Decree be suspended pending his application for appeal, and was argued by counsel.

On consideration whereof, it is ORDERED that execution on and enforcement of the payment of expenses and costs incurred by plaintiff, and payment of attorneys' fees of plaintiff in the amount of $10,000.00, be, and they are hereby, suspended for a period of four months from October 12, 1973, if the said defendant shall file with said Supreme Court or one of the Justices thereof within the time specified a Petition for appeal and supersedeas, and the execution is likewise thereafter suspended until the Supreme Court or one of the Justices thereof has acted thereon, on condition, however, that the said defendant, or someone for him, shall within thirty days from this date enter into a bond in the Clerk's Office of this Court with surety to be approved by its Clerk in the penalty of $15,000.00 conditioned according to law, unless the same shall be waived by agreement of counsel.

It is further ORDERED that when the transcript of the ore tenus hearing and incidents thereto, which defendant's counsel represents he has requested the Court Reporter to prepare, is filed in the office of the Clerk, it shall

become a part of the record of this cause.

Both the plaintiff and the defendant having tendered their exceptions to the Final Decree entered herein on October 12, 1973, it is hereby ORDERED that the same be filed and made a part of the record in this case.

Defendant excepts to the refusal of the Court in refusing to suspend execution on and enforcement of the furniture and alimony provisions, which were deleted from the Decree tendered by defendant.

Plaintiff objects and excepts to the foregoing action of the Court in suspending execution and enforcement of the Final Decree as to expenses, costs and attorneys' fees. Entered October 25, 1974.

NOTICE OF APPEAL AND ASSIGNMENTS OF ERROR

The defendant, Walter S. Robertson, Jr., hereby gives notice of appeal from the Decree entered herein on October 12, 1973, and makes the following assignments of error:

1. The Court erred in granting a divorce to the plaintiff on two grounds, namely, wilful desertion, which matured on August 11, 1973, and adultery for acts which first occurred on November 14, 1972, more than three months

after plaintiff was entitled to a divorce on the ground of wilful desertion because the divorce for wilful desertion occurred first in time and entitled her to relief as complete and adequate as the divorce for adultery.

2. The Court erred in granting a divorce to the plaintiff on the said two grounds of wilful desertion and adultery when the evidence conclusively showed that the parties had lived separate and apart and without cohabitation for a period of two years as of August 11, 1973, and in not granting a divorce to each party upon the two year separation ground as prayed for in defendant's Cross-Bill, for this latter ground of divorce was entitled to precedence by statute and in such cases.

3. The Court erred in dismissing defendant's Cross-Bill and not awarding each party a "no fault" divorce as prayed for therein for the reason that such divorce takes precedence over any other grounds for divorce.

4. The Court erred in awarding plaintiff $19,999.92 per year alimony upon the ground that to take two-thirds of a husband's income for alimony after he has met his contractual obligations, approved by Decree of Court, to his first wife and three children, is punitive, excessive and wholly unreasonable.

5. The Court erred in awarding as costs to plaintiff (i) the McDougle Detective bill of $575.00 upon the ground that at the time the bill was incurred plaintiff already was entitled to an absolute divorce for wilful desertion for one year, which the Court decreed; (ii) the Max Reese bill of $207.50 for appraising furniture in the apartment of plaintiff upon the ground that most of the furniture was admittedly the property of the mother of the defendant and such appraisal was immaterial and irrelevant to the issues of this cause; (iii) the bill of $150.00 of Schwarzschild Brothers, Inc., for appraising the jewelry of plaintiff upon the ground that such appraisal was immaterial and irrelevant to the issues of this cause; (iv) awarding costs of the transcript on appeal upon the ground that this Court has not jurisdiction over costs of an appeal.

6. The Court erred in awarding a fee of $10,000.00 to the attorneys for the plaintiff and ordering defendant to pay it upon the ground that such an award is punitive, excessive and wholly unreasonable for an uncontested divorce action.

7. The Court erred in requiring Defendant to replace all the furniture and furnishings presently located in plaintiff's apartment should any of such tangibles be re-

moved by persons other than plaintiff from her said apartment upon the grounds that the evidence conclusively shows that most of the furniture and furnishings are owned by the mother of defendant and were loaned to the parties by her, that this Court has no jurisdiction over tangibles and that such a provision is premature.

A transcript of the testimony and other incidents of the cause is to be hereafter filed and made a part of the record of this cause as ordered by Order of Court entered October 25, 1973.

Filed October 30, 1973, in Clerk's Office.

ASSIGNMENTS OF CROSS-ERROR

Pursuant to Rule 5:6 of the Rules of the Supreme Court of Virginia, plaintiff Luisa Pinillos Robertson sets forth the following assignments of cross-error.

The Circuit Court of the City of Richmond, Division II, erred in its Final Decree dated October 12, 1973, as follows:

1. In awarding to plaintiff only $19,999.92 per year as alimony, because such award is inadequate and insufficient to provide for the plaintiff's needs according to proper legal standards and the evidence presented.

2. In awarding to counsel for plaintiff only $10,000.00 in attorneys' fees, because such award is inadequate and insufficient to compensate counsel for the time and effort properly expended in this case.

3. In failing to prohibit the defendant from remarrying, pursuant to §20-119 of the Code of Virginia of 1950, as amended, because such a prohibition is, under the circumstances, necessary to protect the financial rights and security of the plaintiff.

4. In failing to order defendant to replace furniture removed from plaintiff's apartment (by persons other than the plaintiff) with furniture and furnishings of comparable quality and value, because such an order is necessary to maintain plaintiff according to the standard of living to which she was accustomed during her marriage with defendant.

Filed November 2, 1973, in Clerk's Office.

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4 MR. CHAPPELL: Well, quite simply,
5 your honor, we believe the evidence will show beyond any ques-
6 tion the grounds for divorce by reason of desertion as well
7 as by reason of adultery.
8 We believe that the evidence concerning
9 the financial abilities of the parties will amply demonstrate
10 the ability and capability of the defendant to support Mrs.
11 Robertson and in an amount far in excess of what is presently
12 being paid to her. We further believe that the evidence
13 will show that the issue of adultery bears directly on the
14 issue of support and economics for the reason that Mr.
15 Robertson continues to see the other woman involved in the
16 case and, indeed, plans marriage. We think all of these
17 items dictate that at the appropriate time, the court should
18 take into account the provisions of Section 20-119 of the
19 Code of Virginia, which precludes remarriage. We think under
20 these circumstances, the evidence will show that a man must
21 be just before he is generous, even to himself or to others,
22 for whom he may have expressed a fondness. And, consequently,
23 we think that at the conclusion of the evidence, the court
24 will be called upon, and properly so, to enter a decree

1 awarding Mrs. Robertson a divorce, awarding reimbursement
2 for the costs of this proceeding and related matters, awarding
3 counsel fees, restraining Mr. Robertson from remarrying
4 until further order of the court, and further addressing the
5 issue of the furniture and furnishings in the apartment, which
6 will become more clear after the evidence has been presented.
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We submit that with this view of the situation, the defendant will move the court, prior to the presentation of evidence, that in the exercise of your honor's sound discretion that a preliminary rule issue limiting the evidence in the case by the plaintiff to proof either of two years' separation or desertion for a period of one year. And we submit this, if your honor please: Such a ruling would do no harm to the plaintiff's position by way of the amount of the alimony or being the blameless party to the divorce. It will avert an unfortunate hurt, a bitter hurt, to innocent parties. And by that, I mean this gentleman's mother and his three school age children. And we submit there is no earthly purpose to be served by going into the particular ground that

1 has been alleged.

2 THE COURT: I don't have any trouble

3 disposing of that. I have, for thirty-five years, been at the

4 bar and on the bench. And I have never heard a motion to

5 limit the issues in a divorce case when a statutory ground is

6 alleged. It depends upon proof, not the court's right to

7 rule it out in advance on the grounds that someone may be hurt.

8 I agree with you, Senator, that that is certainly one of the

9 likelihoods. But I know of no authority, when there are

10 alleged to be several grounds for a divorce, by which the court

11 can make a rule compelling either party to choose as between

12 those grounds. There are alternate grounds alleged in many

13 bills, most often when adultery is one of them. Certainly,

14 it is no pleasure to the court to face these things. But I

15 don't believe I have any such authority. And even if I had,

16 I think that to let judges decide for lawyers on what

17 grounds they are going to litigate their cases, when the

18 grounds alleged are those provided by the statute, would be

19 taking away the discretion of the lawyers.

20 You wanted to say something?

21 MR. PARKERSON: Yes, your honor. There

22 are only two points I would like to make. And I can fully

23 appreciate the court's comments. The court referred to the

24 matter of litigating this matter. The point of it is that

1 insofar as the defendant is capable, there is no contest on
2 the matter on two statutory grounds for divorce. There is no
3 contest. He is not being adversary in this matter, insofar
4 as he is permitted. We are simply asking the court in a
5 preliminary fashion to choose to direct counsel to proceed
6 in one course. Should he fail simply of his own proof, his
7 witnesses are here. He can then proceed to cover every matter
8 embraced within his pleadings. I could not find any caselaw --
9 certainly no statute law -- on the subject. But it comes back
10 to an equity matter. Certainly with the fact that there is
11 no contest and with the fact that we are simply here on the
12 matter of what the alimony award shall be, the court could
13 exercise its sound discretion. And if the court should do so,
14 there would certainly be no abuse. But I can appreciate the
15 court's position.
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MR. ANDERSON: Judge, I take it, before we get to that, you are overruling our motion?

THE COURT: I did overrule it. And I heard something further on it. And I made no change in the ruling.

MR. ANDERSON: All right. We except to the court's ruling.

MR. ANDERSON: Judge, I take it, before we get to that, you are overruling our motion?

THE COURT: I did overrule it. And I heard something further on it. And I made no change in the ruling.

MR. ANDERSON: All right. We except to the court's ruling.

JOHN B. MORSE, being first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. CHAPPELL:

Q. At the request of Mrs. Luisa P. Robertson did you appraise some jewelry for her?

A. Yes, sir, I did.

MR. ANDERSON: If your honor please, if

1 the purpose of this testimony is to establish the value of
2 the jewelry which Mrs. Robertson, Jr., possesses, we would
3 object to that, if your honor please, upon the ground that
4 it bears no relationship to the issues involved in this hear-
5 ing and that the court has absolutely no jurisdiction over
6 tangibles. There isn't even any contest, as far as I know,
7 over the jewelry. And I refer the court to the case of Guy
8 v. Guy, in which the Virginia Supreme Court decided this
9 very issue. So, our first objection is that the court has
10 no jurisdiction over the tangibles, of which jewelry would be
11 one.
12 Secondly, I don't see what materiality or
13 relevancy an appraisal would have if it is to establish
14 certain gifts that Mr. Robertson gave to her. The test
15 would be what he purchased those gifts for, not what their
16 value is today. And this list obviously includes many items
17 that Mr. Robertson did not give to Mrs. Robertson.
18 And, thirdly, I say that there has been no
19 foundation laid. If he is going to introduce this entire list,
20 of which he has given me a copy, we would object on those
21 three grounds.
22 MR. CHAPPELL: May it please the court,
23 as the court will recall, in two separate hearings earlier
24 this summer -- and I believe the first one was on the 19th

1 day of July -- I delivered to Mr. Anderson copies of these
2 appraisals as well as the appraisal by Mr. Reese. I told him
3 and the court on both occasions the purpose for this. And it
4 is quite simple. First, these will tend to establish the
5 style and the standard of living to which Mrs. Robertson was
6 accustomed during the time that her husband lived with her.
7 And, secondly, and in a separate list, it
8 will indicate the manner in which she was accustomed to living
9 before that time and, indeed, the jewelry which she brought
10 into the marriage with her.
11 We think it is entirely appropriate, in follow-
12 ing the basic yardstick in Virginia of support -- namely, the
13 customary style of living -- for the court to have the benefit
14 of knowing not only what Mrs. Robertson had when she came to
15 the marriage but also what she received from her husband during
16 the course of the marriage in applying this yardstick to the
17 support obligations. We think they are entirely pertinent.
18 THE COURT: You all were here last week.
19 I think the same points were raised.
20 MR. CHAPPELL: Yes, sir.
21 THE COURT: And the court held at that
22 time that the offer of proof of these matters would be admitted
23 only for the purpose stated by plaintiff's counsel. The court
24 does not assume that it has any jurisdiction to partition,

1 divide up or otherwise handle the personal property as set
2 out in Guy v. Guy. The objection is overruled.
3 MR. ANDERSON: Exception.
4 THE COURT: Excuse me a minute. The
5 objection is overruled, and the proof will be admitted for the
6 limited purpose only as stated by counsel for the plaintiff.
7 MR. ANDERSON: Please note the exception
8 of the defendant for the reasons stated.
9 BY MR. CHAPPELL:
10 Q. Mr. Morse, I hand you first an appraisal
11 dated June 27, 1973, the first item of which is shown to be
12 a 14-carat white gold pearl and diamond circle pin with a
13 value of $900. I only refer to that item for purposes of
14 identification. Do you recall making that appraisal?
15 A. Yes, sir, I do.
16 Q. Do these items as shown on your appraisal
17 reflect, in your opinion, their fair value?
18 A. Yes, sir, they do.
19 MR. CHAPPELL: I should like to intro-
20 duce this as Plaintiff's Exhibit No. 1.
21 MR. ANDERSON: Please note the exception
22 of the defendant.
23 THE COURT: Very well.
24 NOTE: Plaintiff's Exhibit No. 1

1 was marked for identification.

2 BY MR. CHAPPELL:

3 Q. I hand you another appraisal, also dated
4 June 27, 1973, the lead item on which, just for purposes of
5 identification, is an 18-carat yellow gold leaf pin set with
6 13 old mine cut diamonds, valued at $325. Do you recall mak-
7 ing that appraisal?

8 A. Yes, sir, I do.

9 Q. And do the items as set out on this
10 appraisal properly reflect, in your opinion, their value?

11 A. That is right, yes, sir.

12 MR. CHAPPELL: I offer that as Plaintiff's
13 Exhibit No. 2.

14 NOTE: Plaintiff's Exhibit No. 2
15 was marked for identification.

16 BY MR. CHAPPELL:

17 Q. What was your charge for making these
18 appraisals, Mr. Morse?

19 A. I believe it was $150.

20 Q. Has that been paid, to your knowledge?

21 A. As far as I know. I am not up to date
22 with the bookkeeper. So, I don't know.

23 MR. CHAPPELL: I have no further ques-
24 tions.

THE COURT: All right, sir.

CROSS EXAMINATION

BY MR. ANDERSON:

Q. Mr. Morse, let me see if I have got these two exhibits straight. One of them is a four-page exhibit; is that correct?

A. Yes, sir.

Q. And the other one is a two-page exhibit?

A. No. One is a three-page exhibit.

THE COURT: Would you like to see the originals?

MR. ANDERSON: Yes, sir. I might not have them in proper order.

THE WITNESS: The first one is three pages and the last one was four pages.

MR. ANDERSON: Fine. Thank you.

NOTE: The court handed the document to Mr. Anderson.

MR. ANDERSON: I am sorry. Mine was out of order. I had to put them in proper order.

BY MR. ANDERSON:

Q. Mr. Morse, when did you make this appraisal?

A. June 27th of this year.

1 Q. At whose request? Who communicated with
2 you?
3 A. Mrs. Robertson.
4 Q. Did you have any conversation with Helen
5 Marie Taylor concerning this property?
6 A. Mr. Anderson, the name does not ring a
7 bell, to my knowledge.
8 Q. She was the blonde lady who was sitting
9 here.
10 A. I don't recall having ever seen the lady
11 before, sir.
12 Q. Do you know when these various items
13 that appear on this list were purchased?
14 A. No, sir, I do not.
15 Q. Do you know by whom they were purchased?
16 A. No, sir, I don't. It was given to me in
17 two lots. It was not told to me who made the purchases of
18 each. Some was American jewelry, and some was foreign
19 jewelry.
20 Q. Do you know where they were purchased?
21 A. No, sir.
22 Q. Do you agree that if these items were
23 purchased several years ago or some time previous to June of
24 this year when you made the appraisal, the cost to the pur-

1 chaser would be much less than what you have on your list?

2 A. Depending on when they were bought, yes,

3 sir, they would be.

4 Q. So, there really isn't any relationship,

5 is there, between the appraisal that you have made and the

6 cost to the purchaser?

7 A. No, sir. These are based on what we feel

8 to be a fair replacement value as of that time.

9 Q. Now, when you appraisers make an appraisal,

10 do you sometimes inquire -- or did you inquire on this occasion

11 what this was for?

12 A. No, sir. Usually we ask if it is for

13 insurance or an estate. Those are the only things we inquire

14 for.

15 Q. Do you ever ask them if it is for taxes?

16 A. That is what I am talking about when I

17 say "estate."

18 Q. Now, if the appraisal is being made for

19 tax purposes, it is customary, is it not, to make a low

20 appraisal?

21 A. Yes, sir, that is right. That is going

22 along with the government guidelines, yes, sir.

23 Q. Now, if it is being made for insurance

24 purposes -- that is, replacement value -- you make a high

appraisal?

A. Yes, sir.

Q. Which is this -- high or low?

A. This is for the replacement value.

Q. So, this would be the high appraisal?

A. Yes, sir.

MR. CHAPPELL: Mr. Reese, please.

THE COURT: Now, I understand that your objection will run to Mr. Reese on the same basis?

MR. ANDERSON: Yes, sir. Our objection to the appraisal that we anticipate will be introduced by Mr. Reese -- and in order to save time, I will make that objection now -- is the same objection that we stated with reference to the appraisal of the jewelry.

THE COURT: Yes, sir.

MR. ANDERSON: And I assume that the court will overrule us. And we will except to the ruling of the court.

MAX REESE, being first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. CHAPPELL:

1 Q. At the request of Mrs. Luisa P. Robert-
2 son, did you appraise certain furniture and furnishings at
3 her apartment in the Berkshire Apartments at 300 West Franklin
4 Street?
5 A. I did.
6 Q. I hand you a writing consisting of seven
7 pages and ask you to look at it. And I ask you if this is
8 your appraisal?
9 A. Yes, sir.
10 Q. Does this appraisal fairly and accurately
11 reflect the value of the items listed thereon which you found
12 in the apartment?
13 A. That is correct.
14 NOTE: Plaintiff's Exhibit No. 3
15 was marked for identification.
16 THE WITNESS: May I elaborate just a little
17 bit on the value of the items that I stated and how I arrived
18 at them?
19 MR. CHAPPELL: Please do.
20 THE WITNESS: When we appraise for insurance
21 purposes, we appraise on a replacement value. We assume that
22 since this is for insurance purposes, the articles will be
23 completely destroyed or damaged and that one has to replace
24 them. And depreciation would be entailed there when it comes

1 to antiques.

2 Now, it is appraised at a price range that

3 you would have to go to a source such as 57th Street in New

4 York City or London to replace some of the antiques and the

5 hand-made furniture in this apartment.

6 BY MR. CHAPPELL:

7 Q. I take it these are quite handsome items?

8 A. Very, yes, sir.

9 MR. CHAPPELL: I have no further ques-

10 tions.

11

12 CROSS EXAMINATION

13 BY MR. ANDERSON:

14 Q. Mr. Reese, you made this appraisal, you

15 said, for insurance purposes; is that correct?

16 A. That is correct.

17 Q. When did you make it?

18 A. July 11 of this year.

19 Q. Now, if you had made the appraisal for

20 tax purposes or for estate purposes, it would have been a

21 lower appraisal, would it not?

22 A. Yes. If it had been for tax purposes,

23 they would be considered items that were sold under stress.

24 Q. Who communicated with you to make this

1 appraisal?

2 A. Mrs. Robertson.

3 Q. Did you have any conversation with Mrs.

4 Helen Marie Taylor?

5 A. Just outside.

6 Q. Do you know her?

7 A. Yes, I do.

8 Q. How many years have you known her?

9 A. Mrs. Taylor?

10 Q. Yes.

11 A. A good long while. I don't know. I

12 would say she has been a customer of ours for 15 years or 10

13 years.

14 Q. Did she discuss with you at any time the

15 appraisal of these items?

16 A. No.

17 Q. Did you know when you made the appraisal

18 which items belonged to Mrs. Robertson and which items belonged

19 to some other person?

20 A. No. They weren't mentioned.

21 Q. Who was present when you made your ap-

22 praisal?

23 A. Mrs. Robertson.

24 Q. And she pointed out the items to you that

1 you were to appraise?

2 A. No. She left to me what I thought was

3 worth appraising, which covered almost everything in the entire

4 apartment.

5 Q. Are you telling us that there are some

6 items that you did not appraise?

7 A. Well, kitchen utensils and things like

8 that. I don't think I have those listed here.

9 Q. Was the apartment completely furnished?

10 A. Yes.

11 Q. Now, you do not know where any of these

12 items came from?

13 A. No.

14 Q. You don't know when they were purchased?

15 A. No.

16 Q. And you don't know the amount?

17 A. No.

18 THE COURT: The amount paid for them?

19 MR. ANDERSON: The amount paid for

20 them, yes.

21 THE WITNESS: That doesn't enter into

22 it when you do an appraisal. What the person paid for an

23 article doesn't enter into it. Because the values change

24 from year to year. And so far, they have only been going

1 straight up.

2 BY MR. ANDERSON:

3 Q. Well, the reason I asked the question

4 about the ownership of the items is that it is sometimes

5 customary, as you know, to have on loan, say, from the Virginia

6 Museum of Fine Arts, a painting or a piece of furniture.

7 A. Well, if the person informs me about that,

8 fine.

9 Q. Excuse me. Let me finish my question.

10 A. Excuse me.

11 Q. That is the reason I asked you whether

12 you inquired about the ownership.

13 A. No, I did not.

14 Q. You did not?

15 A. No.

16 Q. Being in the antique business, Mr. Reese,

17 you are conversant with the fact that there are some items

18 that you cannot replace, aren't you?

19 A. There is no question about that. In

20 antiques, it is very seldom that you could find the exact

21 item. You could find a similar item.

22 Q. But it is very hard to find an item of

23 the same period, isn't it?

24 A. Well, yes, depending on -- well, no. You

1 can find articles in the same period. But the question is
2 whether you would find one as fine or similar or close to the
3 one that you had.
4 Q. And I believe you mentioned that you would
5 have to go to London or New York to find these items?
6 A. Well, not necessarily. You might find
7 them here in Richmond. You might find them at your next
8 door neighbor's house. We never know where we are going to
9 find them. The object of an appraisal of this type is that
10 you are able to go, in order to replace the article, to a
11 shop on 57th Street who is paying $18,000 a year for a very
12 small shop. And he wants one price. And you can walk into
13 a junk store like Reese's and you can buy things for a whole
14 lot less.
15 THE COURT: I hadn't heard that.
16 MR. ANDERSON: I am glad we have that
17 on the record. That may come back to haunt you.
18 BY MR. ANDERSON:
19 Q. Mr. Reese, I notice that one of the items
20 you have on the first page here is a color TV and table. You
21 don't consider yourself a television appraiser, do you?
22 A. No. It is not part of the fine art.
23 But I was asked -- this is really not a fine art appraisal,
24 because it includes those things. This was a household ap-

1 praisal, really. But I was asked to appraise about what it
2 would cost to replace it. That is all.
3 Q. Well, just looking through your list here,
4 on the second page, there is a Queen Anne lowboy. Do you
5 consider that a piece that you would have a hard time replac-
6 ing?
7 A. Definitely.
8 Q. Do you know of a similar piece in the
9 Richmond area that is available for sale?
10 A. I don't know of a walnut one. There are
11 oak ones.
12 On the English market today, I doubt
13 if you could buy wholesale a walnut lowboy with cabriole legs
14 and with spoon feet -- I doubt if you could buy one today on
15 the market for $1,500 wholesale.
16 Q. On the third page, I notice you have
17 got "Desk, walnut, American."
18 A. Right.
19 Q. Aren't they very, very difficult to find?
20 A. Very.
21 Q. Do you know of any?
22 A. Yes. This one was particularly beautiful.
23 It is a very lovely little Southern desk. I know they average
24 between $2,500 and $2,800. Somewhere around there. Anywhere

1 from $2,000 to $2,800, depending on their quality.

2 Q. You don't know offhand, do you, of any

3 place that you could purchase one?

4 A. I have one in stock right now that is

5 in our window. It is marked $1,950 because it has new feet

6 and new braces.

7 Q. And this does not have that?

8 A. This does not have that.

9 Q. This has all of the original wood?

10 A. Well, If I remember correctly, I don't

11 think the braces were original. I have forgotten. I didn't

12 mention it in the appraisal.

13 Q. Now, I notice down at the bottom of that

14 page, you have got "portrait, W. S. Robertson, Sr." Did you

15 know Mr. Robertson, Sr.?

16 A. Yes. I have done business with him.

17 Not much, but just a little. That $2,000 valuation is modest.

18 Q. It is what?

19 A. Modest. That is a very fine Hepplewhite

20 side chair.

21 MR. CHAPPELL: What page is that on?

22 THE WITNESS: Page 4. The third item.

23 BY MR. ANDERSON:

24 Q. I just picked out a few pieces there,

1 from $2,000 to $2,800, depending on their quality.

2 Q. You don't know offhand, do you, of any

3 place that you could purchase one?

4 A. I have one in stock right now that is

5 in our window. It is marked $1,950 because it has new feet

6 and new braces.

7 Q. And this does not have that?

8 A. This does not have that.

9 Q. This has all of the original wood?

10 A. Well, If I remember correctly, I don't

11 think the braces were original. I have forgotten. I didn't

12 mention it in the appraisal.

13 Q. Now, I notice down at the bottom of that

14 page, you have got "portrait, W. S. Robertson, Sr." Did you

15 know Mr. Robertson, Sr.?

16 A. Yes. I have done business with him.

17 Not much, but just a little. That $2,000 valuation is modest.

18 Q. It is what?

19 A. Modest. That is a very fine Hepplewhite

20 side chair.

21 MR. CHAPPELL: What page is that on?

22 THE WITNESS: Page 4. The third item.

23 BY MR. ANDERSON:

24 Q. I just picked out a few pieces there,

1 Mr. Reese. You said you didn't know the ownership of them?
2 You said you didn't know whether they were on loan to Mrs.
3 Robertson or not?
4 A. I do not know.
5 Q. You have already said that assuming that
6 these items were acquired some years ago, the acquisition
7 price would be lower?
8 THE COURT: The descriptive term was
9 "They have gone straight up."
10 THE WITNESS: It has nothing to do with
11 what you paid for these items.
12 MR. ANDERSON: I have no further ques-
13 tions.
14 REDIRECT EXAMINATION
15 BY MR. CHAPPELL:
16 Q. Mr. Reese, I failed to ask you if you
17 recall the amount of your fee that you charged forthis ap-
18 praisal.
19 A. I am sorry. I do not know. Mrs. Robert-
20 son, I am sure, would know. I can call my office.
21 Q. If I suggested $207.50, would that sound
22 reasonable?
23 A. It could be, yes.
24 Q. Do you also have a charge for appearing

here this morning as an expert witness?

A. Yes.

Q. What is that charge?

A. $50.00 an hour. That is my basic charge.

MR. CHAPPELL: I have no further questions.

MR. ANDERSON: If your honor please, we move that the testimony with reference to the cost of the appraisal and the cost of his testimony be stricken as not being relevant.

THE COURT: Overruled.

MR. ANDERSON: Exception noted.

1 LUISA PINILLOS ROBERTSON, being first duly
2 sworn, was examined and testified as follows:
3 DIRECT EXAMINATION
4 BY MR. CHAPPELL:
5 Q. Mrs. Robertson, tell us your name and
6 your age, please.
7 A. Luisa Pinillos Robertson. Forty-nine
8 years old.
9 Q. Mrs. Robertson, would you speak up so
10 that the Judge and the court reporter can hear you.
11 A. Yes, sir.
12 Q. Where do you live?
13 A. 300 West Franklin Street.
14 Q. That is known as the Berkshire Apartments?
15 A. The Berkshire Apartments, yes.
16 Q. What was your maiden name?
17 A. Luisa Pinillos.
18 Q. What is the country of your birth?
19 A. Peru.
20 Q. You apparently are a naturalized citizen
21 of this country also?
22 A. I have been for two years.
23 Q. When were you married to Walter S.
24 Robertson, Jr.?

A. We were married June 19, 1965, in Barranco, Peru.

MR. ANDERSON: There is no issue that they were married. I don't think it is necessary to put the certificate in. I believe the rule is if it is a Virginia marriage, you have to have a certified copy of the marriage license and certificate. If it is a foreign marriage, you don't need it.

MR. CHAPPELL: In view of Mr. Anderson's concession, I will not add another exhibit on there.

THE COURT: All right, sir.

BY MR. CHAPPELL:

Q. Identify your husband's father. Who was he?

A. He was a great gentleman. He was Assistant in the State Department for the Far East and a very respected and beloved gentleman.

Q. He is now deceased?

A. Yes. Unfortunately, he died on January 18, 1970. It was a great loss for all of us.

Q. Where did he and your mother-in-law live?

A. They lived at a beautiful mansion called Milburn at 315 Locke Lane.

Q. How long have you lived at 300 West

1 Franklin Street, Richmond, Virginia?

2 A. Since we came here some time in July

3 1965. Over eight years.

4 Q. You and your husband are domiciled in the

5 State of Virginia?

6 A. Yes, sir, we are.

7 Q. And you both have been bona fide residents

8 of the State of Virginia and the City of Richmond for more

9 than a year?

10 A. Yes, sir.

11 Q. Both you and your husband are members of

12 the white race?

13 A. Yes, sir.

14 Q. Both of you are over the age of 21 years?

15 A. Yes.

16 Q. And neither of you is a member of the

17 Armed Forces of the United States?

18 A. No, sir.

19 Q. Were any children born of this marriage?

20 A. None.

21 Q. Where did you and your husband last live

22 together or cohabit as man and wife?

23 A. At Apartment 604-E at the Berkshire.

24 Q. That is 300 West Franklin Street?

A. 300 West Franklin Street.

Q. In Richmond, Virginia?

A. In Richmond, Virginia, yes.

Q. You have heard Mr. Reese testify concerning an appraisal of the furniture and furnishings in your apartment, have you not?

A. Yes.

Q. You are familiar with that appraisal because you ordered it?

A. No. Most of the furniture belongs to Mrs. Walter Robertson, Sr.

Q. But you asked Mr. Reese to make the appraisal?

A. Oh, yes, sir, I did.

Q. At my request, Mrs. Robertson, have you taken a copy of the Reese appraisal, which is Plaintiff's Exhibit No. 3, and have you noted in the margin what you

1 believe to be the ownership of the various pieces of property
2 on that appraisal?
3 A. Yes, sir.
4 Q. I hand you this writing, which is 7-page
5 copy of the appraisal, and ask you if you will identify it as
6 that on which you made these marginal notes?
7 A. Yes. They are signed by me also.
8 MR. CHAPPELL: I should like to intro-
9 duce this as Plaintiff's Exhibit No. 4.
10 THE COURT: All right.
11 NOTE: Plaintiff's Exhibit No. 4
12 was marked for identification.
13 THE COURT: The only difference is to
14 show what she believes to be the ownership of the various
15 items?
16 MR. CHAPPELL: That is correct.
17 MR. ANDERSON: We again, if your honor
18 please, object to the introduction of this evidence upon the
19 ground that the court has no jurisdiction over the ownership
20 of the items. And this is a matter that is not material or
21 relevant to this hearing.
22 THE COURT: Let me pose this question
23 to you. Suppose a man and a woman are married and he is keep-
24 ing her in a Fifth Avenue Apartment on which he is paying

1 $175,000 a year and has rented the furniture at $25,000 a
2 year. Don't you think that would be a question that the court
3 could consider as to the standard of living in coming to the
4 answer?
5 I talked to Justice McNally of the
6 Supreme Court, who taught at the college, on this question.
7 And he made a very interesting comment. Or he taught more
8 in the field of recognizing divorces as between states and
9 countries. But he also got into this question of "What do
10 you consider when you consider the standard of living?" Now,
11 the court wouldn't, in that case that I have posed, have any-
12 thing on earth to do with the furniture except to consider it
13 as to what standard of living the wife was accustomed to.
14 MR. ANDERSON: He is the New York
15 Justice?
16 THE COURT: New York State, yes.
17 MR. ANDERSON: I don't know what the
18 rule is in New York. But the question that the court posed
19 was if this furniture was rented and if the rental of this
20 furniture was $25,000 a year. Yes, I think it would be material
21 and relevant, because that is a cost of living to the husband.
22 But this in no way related to the cost of living. The furniture
23 is there. If it is on loan by Mrs. Walter Robertson, Sr. --
24 which the evidence will disclose since we have gotten into

1 this and will have to go into it further --

2 THE COURT: Well, here again you are

3 telling me what the evidence is going to show in the future,

4 which I don't know.

5 MR. ANDERSON: Well, Judge, what I am

6 saying is that the value of this furniture is relevant only

7 insofar as it relates to the cost of living. Now, if it is a

8 question of what the insurance premium would be, that would

9 be relevant. If this furniture costs more to keep up, then

10 I think it would certainly be relevant. But certainly the

11 appraised value of this furniture is not relevant to this

12 hearing. And certainly the ownership of it would not be

13 relevan t to this hearing.

14 MR. CHAPPELL: May it please the court,

15 I certainly had not intended to get involved in the argument

16 on issues such as this, which I think more appropriately would

17 come at the end of the evidence. But we may as well meet it

18 headon if Mr. Anderson desires that we do it this way.

19 Quite simply we believe that this ap-

20 praisal and the testimony that will come before the court

21 will amply demonstrate that Mrs. Robertson and her husband,

22 when he lived there, lived in a very handsome style. And the

23 handsomeness of the style of their living is best attested

24 by the furniture and furnishings in their apartment. Just a

1 hasty review of the Reese appraisal and, indeed, Mr. Reese's
2 very candid comments a short while ago, indicate this standard.
3 Indeed, the evidence will show that part of this furniture
4 is owned by Mrs. Robertson, Sr. Some of the things are owned
5 by my client, the plaintiff. And some items apparently are
6 owned by the defendant. But assume, if you will, that at any
7 stage, any of these items are removed which do not belong to
8 my client. Then there is a deprivation of the standard of
9 living. I am not going to ask the court today for a lump
10 sum allowance such as was mentioned in the Turner case; be-
11 cause, as Mr. Anderson has said, by virtue of the good offices
12 of Mrs. Robertson, Sr., and, indeed, of the defendant up until
13 today, the furniture is still there.
14 But I will tell the court right now, so that
15 there will be no mistake about it, what I am going to ask the
16 court to do. And you can be considering this as you consider
17 the evidence. I have a sketch of a decree. And I have in here
18 a provision that will read such as this, which I at the
19 appropriate time will ask the court about:
20 " * * * adjudged, ordered and decreed that
21 if and when any or all of the furniture and furnishings presently
22 located in the apartment at 300 West Franklin Street, Richmond,
23 Virginia, are removed therefrom at the instance of the defend-
24 ant or any other party or parties other than the plaintiff,

1 the defendant promptly thereafter shall replace the same with
2 furniture and furnishings of comparable quality and value."
3 I think I am entitled to have this
4 relief. And I make no bones about it. This is what I am going
5 to ask for.
6 THE COURT: The objection is overruled.
7 MR. ANDERSON: Exception noted, if your
8 honor please.
9 BY MR. CHAPPELL:
10 Q. Mrs. Robertson, at my request, did you
11 attempt to translate the appraised valuations as shown on the
12 Reese appraisal, Plaintiff's Exhibit No. 3, with the owner-
13 ship which you have indicated on Plaintiff's Exhibit No. 4 and
14 come up with some round figures as to dollar values as to
15 ownership?
16 A. Yes, sir. I make it separated what
17 belongs to Mrs. Robertson, Sr., and what I brought from Peru
18 and what belongs to my husband and what we have joint together.
19 Q. I will hand you your handwritten notes
20 to help you refresh your recollection. Would you indicate
21 the totals in each of those categories?
22 THE COURT: You offered an exhibit
23 which never got in.
24 NOTE: The document was handed to

the court. The document was marked Plaintiff's Exhibit No. 4 for identification.

THE WITNESS: Yes, I did this.

MR. ANDERSON: Judge, may I see that? It might save some time in cross examination if we can see it now.

THE COURT: All right.

NOTE: The document was handed to Mr. Anderson.

BY MR. CHAPPELL:

Q. Referring to your notes, then, would you please indicate the amounts in each of the categories of ownership?

A. Mrs. Walter Robertson, Sr., $21,940. My husband, Mr. Walter Robertson, Jr., $6,800. But there is a clause here. I mean, it belongs to his uncle.

Q. What is the item to which you refer?

A. A painting.

Q. There is some question as to the ownership of that?

A. Exactly. And it is $1,800.

Q. But even including that, your husband's figure is what?

1 A. $6,800.

2 MR. ANDERSON: Wait a minute. Did you

3 include the painting in the $6,800?

4 THE WITNESS: Yes, sir.

5 MR. ANDERSON: All right.

6 THE WITNESS: Then, what we own together,

7 my husband and I, $4,257. And what I brought from Peru,

8 $22,408.

9 BY MR. CHAPPELL:

10 Q. What is your husband's employment?

11 A. My husband is the Vice-President for

12 Universal Leaf Tobacco Company.

13 Q. How long has he been with that company?

14 A. I believe since he was twenty-one. About

15 twenty-five years.

16 Q. What does he do?

17 A. He is Vice-President for Universal Leaf.

18 He used to buy tobacco. And he travels. He used to travel

19 to the territory of the northern part of Europe and South

20 America once a year. And every two years, he traveled to

21 Central America also.

22 Q. When you married him in 1965, did he

23 travel a great deal in connection with his job?

24 A. Well, yes, sir. We used to travel. We

were out of the country almost three months out of the year. We were one month in Europe and a month and a half in South America and Central America. And then we had two weeks vacation. And usually he used to take me to Peru.

Q. And you accompanied him on these various business trips that he took?

A. Yes, sir. And some people in his company believe that I was an asset because I spoke the language, Spanish.

Q. Did you assist him in interpreting on occasion?

A. On occasion, yes, sir, I translated for him or helped him with his customers or agents in South America.

Q. On these trips, did he entertain any of his customers and did you assist in that?

A. Oh, yes. We entertained, and we were entertained.

Q. How about back in this country in your apartment and elsewhere? Did you assist your husband in entertaining his customers?

A. Yes. We entertained at home and also at the clubs -- the Commonwealth Club or the Bull and Bear Club.

Q. Did you ever have occasion to entertain

at Milburn?

A. Well, a few times. My mother-in-law was very kind to offer her home whenever she was away from Richmond. She has a very good staff. And instead of me doing the cooking, we could entertain in her house. Which we did a few times.

Q. Did you visit Milburn frequently?

A. Quite often, yes.

Q. Do you still visit Milburn?

A. Yes, I go more or less once a week and have dinner with my mother-in-law, which I admire and respect very much.

Q. Prior to your marriage, were you employed?

A. Yes. I worked with Pan American Grace, an airline, for 15 years.

Q. During the course of your employment, did you have occasion to be decorated by your government?

A. I was decorated by the Peruvian President for distinguished service to my country and my company on July 25, 1960.

Q. Since your marriage, have you been employed?

A. No, sir.

Q. You have been a housewife?

A. It was only 17 days between the time I

1 left my work and the time we were married. I left my work on
2 June 2, 1965, and we were married June 19th.
3 THE COURT: I think the question was
4 have you been employed at all since your marriage?
5 THE WITNESS: No, I haven't.
6 BY MR. CHAPPELL:
7 Q. Do you have any training for employment?
8 A. No, sir.
9 Q. Of any sort?
10 A. No, sir.
11 Q. Since your marriage, have you had occasion
12 to have any illness or go to the hospital within the last two
13 or three years?
14 A. Yes. I had an operation in 1971 -- in
15 December 1971. I was quite ill during that year and I went
16 to the hospital. And I had this operation on the 20th of
17 December, 1971.
18 Q. What was the nature of the operation?
19 A. Well, I was quite anemic. It was a lady's
20 operation.
21 MR. CHAPPELL: A little later, there
22 will be introduced by agreement of counsel some joint tax
23 returns. And rather than break the stream of testimony, I
24 would like to just ask the witness if the only income that she

had during her marriage as such is shown on these joint tax returns. Is that correct?

THE WITNESS: That is correct.

BY MR. CHAPPELL:

Q. And they would be some dividends on some investments that you had?

A. Yes. I brought just a few thousand from Peru. And I have them in the Investment Corporation of Virginia. I think it amounts to $6,900 or $7,000 all together.

Q. Do you have any money in the bank?

A. I have, I think, about $4,400 or $4,600.

Q. Do you have any money in any savings accounts?

A. No, sir. That is all I have.

Q. And, of course, you have the property shown on the Reese appraisal, Plaintiff's Exhibit No. 3? You have the property shown on Mr. Reese's appraisal that you have indicated as yours on Plaintiff's Exhibit No. 3 and 4?

A. Yes, sir.

Q. Mrs. Robertson, I hand you two items, Plaintiff's Exhibits Nos. 1 and 2, they being the Schwarzschild appraisals.

A. Yes. One is a copy of jewelry that I acquired before my marriage. They were presents that my mother

1 gave me. And the other one is presents from my husband during
2 the six years we were married.
3 Q. Plaintiff's Exhibit No. 1 would be the
4 one involving your husband's gifts to you?
5 A. Yes.
6 MR. ANDERSON: Judge, it is understood
7 that our objection continues through this line of questioning?
8 THE COURT: So I understand, yes.
9 BY MR. CHAPPELL:
10 Q. And Plaintiff's Exhbit No. 2 is the
11 jewelry that you brought into the marriage yourself?
12 A. Yes, sir.
13 Q. During the time that your husband lived
14 with you, did you have any money problems or financial
15 problems?
16 A. No. My husband was a very generous
17 person. The only money I received was the money for the house.
18 But apart from that, he told me to charge anything that I liked
19 or wanted or needed. And he never denied me anything.
20 Q. Do you and your husband live together now?
21 A. No. We haven't been living together
22 for two years.
23 Q. Why do you not live together? What
24 happened?

1 A. Well, it started about three years ago.
2 A friend of ours came passing by Richmond and called me.
3 Q. What was her name?
4 A. Katheryn Wagner. She was married to a
5 friend of ours in Costa Rica. And she told me a very sad
6 story. And I felt sorry for her, and I invited her to have
7 dinner. At that time, it was in my mother-in-law's house.
8 Because she was vacationing at her youngest son's in East-
9 hampton.
10 I invited her to stay with us for a few
11 weeks. But that night my husband took her and her friend home
12 and never came back until six o'clock. And that was enough
13 for me not to keep on the invitation. And I didn't ever
14 answer the phone. The time passed, and I went to Peru for
15 my father and mother's golden anniversary.
16 Q. What year was this?
17 A. This was in 1970.
18 Q. 1970?
19 A. Yes, sir, 1970. I went in August. I
20 was supposed to be sworn in to become an American citizen,
21 but my father got an operation in October, and then I stayed
22 for the golden anniversary. I came back and surprised my
23 husband for Christmas. But I realized that I wasn't welcome.
24 I didn't know for what reason. But he told me that everything

1 would be all right and that he will explain to me. So, I took
2 off in five days and went back to Peru. He was supposed to
3 join me in December, but he never did. He was supposed to
4 meet me in January. He came for two days. And then he took
5 off for Brazil, and he said, "Well, I will explain when I
6 will come back."
7 Well, there never came an explanation until
8 I asked him if there was somethdng between him and somebody
9 else. And he said, "Yes, I am in love with somebody else."
10 Q. Who was that person that he identified?
11 A. He didn't want to mention the name. But
12 he said he was very much in love and that he couldn't leave
13 her. At that time, I decided -- I make up my mind that I
14 should try to save my marriage, and I came back to Richmond.
15 Q. Did you attempt to dissuade him from
16 seeing this other woman?
17 A. Yes. I beg him and I cry. When I
18 arrived back in Richmond, somebody told me who she was. And
19 then I realized that all this affair had been going on since
20 some time in August or September 1970.
21 Q. Well, now, I direct your attention to
22 August 11, 1971, and ask you what happened on that day?
23 A. That day, my husband told me that we
24 couldn't go on like that. He told me that he had decided to

1 leave the apartment. And he went to his mother's house.
2 Q. And has he returned to the apartment
3 to live with you since August 11, 1971?
4 A. No. He has come many times to pay me
5 visits. And three or four times, he has come at very odd
6 hours, like 3:00 o'clock in the morning or 5:00 o'clock in
7 the morning, and with a little alcohol. And sometimes he
8 even broke the chain.
9 Q. He broke the chain?
10 A. The chain on my door, yes. At 3:00
11 and 5:00 o'clock in the morning. Which would kind of scare
12 anybody, you know.
13 Q. He now, as far as you know, lives at
14 his mother's home?
15 A. Well, I know that he sleeps there.
16 Q. Where else do you have reason to believe
17 he may be staying?
18 A. Well, right in front of my apartment at
19 104 West Franklin Street at the Lexington Towers.
20 Q. Who lives there?
21 A. Mrs. Wagner. Katheryn Wagner. Actually,
22 her window faces my three windows. So, it is inevitable that
23 I see that light shining when she turns it on or off.
24 Q. Do you have occasion to see your husband's

1 automobile in the vicinity?

2 A. Very often.

3 Q. Where is it parked?

4 A. The parking lot behind the Lexington

5 Towers, between Grace and Franklin.

6 Q. Did you employ a private detective to

7 look into this matter?

8 A. Yes, I did.

9 Q. Who was he?

10 A. Mr. McDougle.

11 Q. After Mr. McDougle commenced his

12 investigation, did you have occasion to see your husband and

13 Mrs. Wagner together?

14 A. Yes. I saw them once kissing and

15 embracing each other in the parking lot on an evening as they

16 were coming from some party or somewhere.

17 Q. I direct your specific attention to the

18 evening of December 16, 1972 and possibly the early morning

19 of December 17, 1972. And I ask you what happened then?

20 A. Around 11:30, Mr. and Mrs. McDougle and

21 I went to the Lexington Towers. And we arrived at Apartment

22 1409. Mr. McDougle knocked at the door. And my husband

23 opened the door, and he asked him if he was Mr. Robertson.

24 He said, "Yes, I am Walter Robertson." Well, it was just

1 like as if he were the owner of the apartment.

2 Q. Who was there?

3 A. Mrs. Wagner and him.

4 Q. Was anything said at that time by either

5 Mrs. Wagner or your husband?

6 A. Well, my husband told me how did I dare

7 to do anything like that. But he had been hurting me much

8 too deeply, and I thought it was time for me to look after

9 myself.

10 Q. Since that occasion, have you had an

11 opportunity to observe your husband's movements in the vicinity

12 of your apartment and Lexington Towers?

13 A. No. Only his car.

14 Q. You see his car?

15 A. Quite often, yes.

16 Q. As recently as how long ago?

17 A. Well, seven days. Or ten days.

18 Q. Seven to ten days ago?

19 A. Yes.

20 Q. And it would be at the Lexington Apart-

21 ments?

22 A. Lexington Towers. In the back of the

23 building at different places. Because apparently there is no

24 number.

1 Q. Tell me about your interests. Do you
2 belong to any clubs?
3 A. I belong to the Virginia Museum of Fine
4 Arts. I belong to the Valentine Museum. I have joined
5 lately the Country Club of Virginia. I belong to the Historical
6 Society, which my father-in-law was very proud of. And the
7 Preservation of Antiquities.
8 Q. The Virginia Association for the Preserva-
9 tion of Antiquities?
10 A. Yes. I am sorry. My English doesn't
11 help me much.
12 Q. What hobbies or interests do you have
13 and how do they relate to any of these memberships?
14 A. Well, I always liked art. I have taken
15 music -- guitar. Then when I was alone, I started taking
16 karate lessons. Then I saw that if I joined the Country
17 Club, I could go and swim or maybe -- well, I was starting
18 some golf lessons before I was married, and maybe I could keep
19 on doing that here.
20 Q. Mrs. Robertson, have you, at my request,
21 prepared a list of expenses which you believe to be appropriate
22 for the standard of living to which you were accustomed when
23 you were living with your husband?
24 A. Yes.

1 MR. ANDERSON: Well, now, if your honor
2 please, I don't believe it is her judgment to make such a
3 statement as that. The statement that she has prepared, if it
4 is, in fact, her living expenses, that is one thing. But I
5 don't think that she can establish her own standard. And I
6 would object to it on that basis.
7 MR. CHAPPELL: May it please the court, quite
8 obviously, since her husband has left and since the benefits
9 which arose from the marriage relationship when he lived
10 there in a financial area -- since this is what we are speaking
11 of -- have terminated, these are directed towards the expenses
12 according to her standard of living when her husband lived
13 with her. And we will bring out what has happened to it since
14 then. But I cannot imagine any other way we can prove the
15 matter.
16 THE COURT: The objection is overruled.
17 MR. ANDERSON: Exception noted, if your
18 honor please.
19
20
21
22
23
24

BY MR. CHAPPELL:

Q. The paper I have just handed you, Mrs. Robertson, is that the list which you prepared at my request?

A. Yes.

MR. CHAPPELL: At this time, I should like to introduce this as Plaintiff's Exhibit No. 5. And, judge, if you will mark the copy you have, she can testify from the other one.

NOTE: Plaintiff's Exhibit No. 5 was marked for identification.

BY MR. CHAPPELL:

Q. Does this list fairly reflect the expenses related to your standard of living when you were living with your husband?

A. Yes, I guess so. I am sure so.

Q. On what basis did you arrive at this list? How did you do it?

A. Well, it was quite difficult for me; because since I came here, my husband took care of everything but the household money, as he called it. So, I have to find out about Blue Shield-Blue Cross. I called the insurance company. And I am a foreigner here, and I never did this

1 kind of thing. So, I came to the conclusion that this is
2 what we used to more or less spend together when my husband
3 was living with me.
4 MR. ANDERSON: We object to the state-
5 ment, if your honor please, on the basis that by the witness'
6 own testimony, much of it is heresay. We certainly
7 wouldn't object to it if it is supported by expenditures.
8 THE COURT: Much of it is hearsay;
9 much of it is conjecture; much of it is her best judgment.
10 And the court will have to accept it in that light. I realize,
11 as Mr. Chappell stated, that it is the best you can do. We
12 use them every day in this court and in every court of record
13 having divorce jurisdiction around here, realizing that you
14 can't accept them as gospel but merely as guidelines or some-
15 thing aiming at the mark.
16 MR. ANDERSON: We except to the court's
17 ruling.
18 THE COURT: Very well.
19 BY MR. CHAPPELL:
20 Q. Now, let's take some of the more
21 prominent items. Let's take apartment rent and parking.
22 Where did you obtain that information?
23 A. From Mrs. Childress. She told me that
24 they were going to increase the apartment rent. This covers

1 the apartment and the garage.

2 Q. And the garage?

3 A. The garage, yes.

4 Q. Who is Mrs. Childress?

5 A. She is the manager at the Berkshire.

6 She told me they were going to increase it starting in June.

7 Q. The household money, food, and so

8 forth -- how was that derived?

9 A. Well, this is what my husband had been

10 giving me until now for household. And all the rest, I just

11 charged it to him, as he asked me to do.

12 Q. Does this $475 monthly payment go back

13 even during the period when you and your husband were living

14 together?

15 A. Oh, yes, sir. He increased me from

16 $375 before he left me to $475. And then he kept on paying

17 all of the bills, whatever I needed or bought, until last

18 October. Then he cancelled all the charge accounts.

19 Q. And you have just indicated that you

20 obtained the insurance information by telephone from Blue

21 Cross?

22 A. Yes. Mr. Paul came to see me.

23 Q. The household insurance figure, I take

24 it, is precisely what is paid now?

A. Yes. That is what he was giving me, yes, sir.

Q. And your car expenses -- how did you determine that?

A. Well, I am supposed to be a magician yet. My husband cut me completely all the charge accounts. Out of this $475, I have to try to cover the whole thing but the apartment.

Q. And the other items -- telephone, pharmacy, dentist, and doctor -- are based on similar information that you obtained?

A. Yes, sir.

Q. On page 2 the listing of clothes, cosmetics, and related items, $200 -- how did you arrive at that?

A. Well, I even spent more than that when I was married to my husband. Because we used to travel, as I said, once a year to Europe. And I bought all of my european shoes there, about eight or ten pairs, and silk and good fabrics and perfumes. And with this amount, I don't mean that I am going to buy a coat every month. But it is one thing or another -- shoes, bags, cosmetics, whatever a lady needs.

Q. Now, the jewelry item, I believe, is

1 self-explanatory. But how did you arrive at that?

2 A. Well, by the total of the amount of my

3 husband's presents divided by six years by twelve.

4 Q. So, this appraisal, which was introduced

5 as Plaintiff's Exhibit No. 1, I take it, totals $12,350 --

6 that is, the gifts from Mr. Robertson to you?

7 A. What is the amount?

8 Q. Look at the schedule. What is the

9 number on there?

10 A. $12,350.

11 Q. And that is the total of the jewelry

12 that your husband gave you on Plaintiff's Exhibit No. 1?

13 A. Yes, sir.

14 Q. Your next item is entertainment at home

15 and at clubs. Please explain that.

16 A. Well, when my husband and I were living

17 together, we entertained at home and we entertained in the

18 clubs. And, of course, I just took care of the household.

19 And he was the one who paid for the outside dinners and

20 liquor in the house. And now I have to just do it by myself.

21 Q. The next item is club dues. I take it

22 these are specific dues that are paid by you?

23 A. Yes, sir.

24 Q. And similarly under "Classes," where did

1 you get these figures?

2 A. Well, because I take karate for almost

3 a year and a half. And then I have been taking this art

4 at the Virginia Museum of Art for two years. And the guitar

5 lessons I have been taking since I came to Richmond. And I

6 stopped when I used to go on trips. And the golf -- well,

7 I would like to keep on if I may.

8 Q. Now, under "travel expenses," where did

9 you get that figure?

10 A. Well, this came in one of my husband's

11 records that he showed about $5,000 to $6,000 in travel ex-

12 penses -- "expenses, travel for my wife."

13 Q. Actually, the figure over in the right-

14 hand column is $4,796.39. Look at your list.

15 A. Right.

16 Q. And this came from the information

17 supplied by your husband through his attorney?

18 A. Exactly.

19 Q. Do you now at this very time spend all

20 of the sums shown on this list?

21 A. I couldn't spend them, Mr. Chappell,

22 because I don't have the income.

23 Q. Commencing on the date of your husband's

24 departure on August 11, 1971, what did he pay you until last

1 November each month?

2 A. He paid the apartment rent. He de-
3 posited every month $475. Plus all the charge accounts,
4 telephone, gas, clothes, pharmacy, cleaner, everything.

5 Q. Do you know what the apartment rent and
6 parking was then?

7 A. I think it was something like $355 or
8 $360.

9 Q. Then in addition to that, he put $475
10 in the bank?

11 A. For the household.

12 Q. As he always had done?

13 A. Yes, sir.

14 Q. Then he paid all of the charge accounts?

15 A. All of the charge accounts.

16 Q. In a communication to you from your
17 husband, did he tell you what those charge accounts had
18 averaged out each month?

19 A. No, not that I remember.

20 Q. Let me refresh your recollection a
21 moment.

22

23

24

1
2
3
4 BY MR. CHAPPELL:
5 Q. Not for introduction as an exhibit, but
6 just to refresh your recollection, read this copy of the
7 letter to you from your husband on that subject concerning
8 which I have just asked you a question.
9 NOTE: The witness read the document.
10 Q. What is the monthly amount that he
11 mentions that he has been spending for you on the charge
12 accounts?
13 A. $220 to $230 a month.
14 Q. $220 to $230 a month?
15 A. Yes. Plus when we traveled almost three
16 months out of the year, my husband kept on deposit the money
17 of the house for me -- for my own, for myself.
18 Q. So, it was waiting for you when you came
19 back?
20 A. Exactly.
21 Q. Even though you hadn't been living in
22 the house?
23 A. He never took it from me even though
24 we were travelling.

Q. Commencing in November 1972, what happened with these payments?

A. Well, he wrote me several notes that he thought he was giving me too much money, and he said to either cut my charge accounts or he will do it himself.

Q. What did he do?

A. Well, I told him that I didn't -- I didn't even answer him. I didn't charge anything else from that day on. But he did send a letter to every place cancelling my charge accounts.

Q. And the net effect of cancelling these charge accounts was to eliminate that $220 to $230 a month since November of last year?

A. Exactly. Since November.

1

CROSS EXAMINATION

2

BY MR. ANDERSON:

3

Q. Mrs. Robertson, this is your second

4

marriage, is it not?

5

A. Yes, sir.

6

Q. You were married the first time in Peru,

7

the same as this time?

8

A. That is right.

9

Q. How long did you live with your first

10

husband?

11

A. Actually, I didn't live with my first

12

husband. We were married, and I kept on flying. And we

13

were supposed to be married by the church, and we decided

14

it didn't work. So, it didn't last but five or six months.

15

But I was living with my family.

16

THE COURT: You say you kept on flying?

17

BY MR. ANDERSON:

18

Q. You were working at the time as a

19

stewardess?

20

A. Yes. I was an airline hostess for

21

15 years.

22

Q. Now, you have told us about the time

23

that Mrs. Wagner came to Richmond with a friend and visited

24

you and Mr. Robertson. You said she had dinner with you,

1 I believe.

2 A. We invited her to his mother's home.

3 She wasn't at the time in the house. She was spending a few

4 weeks in Easthampton.

5 Q. Could you give us a date? When was that?

6 A. I am sorry, Mr. Anderson. I cannot tell

7 you the date.

8 Q. Can you give us the year?

9 A. The year, yes. Because we came back

10 from Peru some time the end of July in 1970. And she came

11 some time after that. I don't remember the dates. I am sorry.

12 Q. So, you date, I take it from your testi-

13 mony, your husband becoming disinterested in you as of July

14 1970?

15 A. No. I say that we came back from South

16 America at the end of July. And this lady arrived some time

17 in August.

18 Q. In August?

19 A. I don't recall the date. I am sorry.

20 Because at that time, I didn't pay much attention to her

21 visit.

22 Q. All right. Then you would date it some

23 time in August of 1970 when he became less interested in you?

24 Is that correct?

1 A. Well, yes, sir. At the beginning, I
2 thought it was because his father's death affected him a lot.
3 And at times when we came back from a party or from his
4 mother's home, he would always have an excuse to go out and
5 walk around the block. But I still thought that it was just
6 because of this problem of his father's death. And we were
7 not here when his father died. But I didn't have any idea
8 that Mrs. Wagner was here or was having an affair with my
9 husband.
10 Q. I believe you said in December of 1970
11 you came back from Peru?
12 A. Yes, sir.
13 Q. And your husband actually told you at
14 that time that he was in love with somebody else?
15 A. No, no, no. I am sorry. You have got
16 it wrong. When I came back -- I was suppose to stay in Peru.
17 And my husband was supposed to meet me after the holidays,
18 after Christmas. But my family said that my husband was such
19 a generous person to send me for these two occasions, the
20 operation and the celebration, that I should come back and
21 spend Christmas with him and my mother-in-law. It was the
22 first year that they were going to have Christmas without
23 Mr. Robertson. And when I called my husband from Miami, I
24 could see that he was terribly disappointed that I wanted to

1 surprise him. He came to meet me at the airport. It was a
2 Saturday. Well, it was December 5th.
3 Q. Of 1970?
4 A. 1971.
5 Q. 1971?
6 A. Excuse me, sir. 1970.
7 Q. All right.
8 A. He took me home. And he said, "Well,
9 do you need anything?" I said, "No thanks."
10 He said, "Well, I am going out." And he
11 went out and came back at 6:00 o'clock with drinks. The
12 next Sunday, he slept all day long and took off again. So,
13 on Monday, the same thing happened.
14 And I said, "Well, I see that I am not
15 welcome here. So, I might as well go home."
16 He said, "Well, I will meet you there and
17 we will fix everything. Everything is going to be all right."
18 So, he took me back to the apartment on
19 Wednesday. So, I stayed here five or six days. And I arrived
20 in Peru around the 12th, 13th, or 14th of December, 1970.
21 And he came back on the 3rd or 4th of January and stayed only
22 two days. And still no way of knowing what was going on.
23 He said he will tell me everything when he will come back
24 from Brazil. He didn't come direct from Brazil. He called

me from Brazil to tell me that he was called to Richmond and he was going to spend two weeks here. He said that either I could meet him here, which meant that I couldn't go back to Peru, or to stay there and wait for him. That was around the 15th of March when he came finally to Peru.

Q. Is that when he told you --

A. That is when I asked him. And he kept on denying. And finally he told me yes, he was in love with somebody else.

Q. And you begged him not to see the other person?

A. I asked him if it will be her or me, you know -- the first emotion or impression. He said, "I am sorry. I don't think I can leave her. I am very much in love with her." I said, "Who is it?" And he never told me who it was.

Q. But you knew who it was?

A. When I came back here, yes. I didn't know at that time who she was.

Q. Well, now, when she came here in 1970, did she continue to stay here in Richmond?

A. I don't have any idea, Mr. Anderson. Because, you see, my relations with this lady broke completely after that morning that my husband arrived at 6:00 o'clock in the morning after buying cigarettes for her. So, I don't know

if she stayed. I suppose she did. Because my marriage started getting --

Q. It started disintegrating at that time?

A. Exactly, yes.

Q. Now, did you have any conversation with Mrs. Wagner after your August dinner?

A. No.

Q. Your August 1970 dinner, I mean.

A. No. I didn't answer the phone, because I previously invited her to spend two or three weeks with us. But, of course, this six o'clock in the morning -- I saw that I might as well not have her in my home for three weeks. So, I didn't answer the phone or get in touch with her at all. And that was the end of my contact with her until 1971.

Q. Now, you and your husband lived together until August 11, 1971?

A. Yes, sir. Excuse me. Actually, he just came to sleep at 3:00, 4:00 or 5:00 in the morning. He left for the office and didn't come back until late in the morning.

Q. So, it was approximately one year, then, after this dinner party at which you entertained Mrs. Wagner that he left?

A. Exactly. About, yes.

Q. Now, I believe you said that you knew her

1 in Costa Rica.

2 A. We knew her when she was engaged to this

3 friend of ours. They were engaged three years, and then we

4 received an invitation to the wedding. And they were married

5 two years. We saw them as man and wife in Costa Rica.

6 Q. Now, Mrs. Robertson, you have told us

7 about when you met Mr. Robertson. And you have told us that

8 you worked for Pan American Grace. Tht is also known as

9 Panagra, isn't it?

10 A. That is correct.

11 Q. And you were an airline hostess or

12 stewardess on a flight?

13 A. Yes, sir.

14 Q. And you met him on one of these flights?

15 A. Yes, sir.

16 Q. Would that be the flight from --

17 A. From Panama to Miami.

18 Q. And you had a date with him?

19 A. Yes.

20 Q. Now, that was in 1962?

21 A. 1962, yes.

22 Q. And after that, you started seeing Mr.

23 Robertson on a somewhat regular basis, did you not?

24 A. No. I didn't see Mr. Robertson until

1 after a year later. He was on a business trip to South
2 America. And, according to my friends, he started asking about
3 me in Miami -- asking if I was still with the company. When
4 he was coming back from Buenos Aires, I was taking that trip
5 from Peru to Miami. And he was getting off in Lima. So, he
6 asked me if he could invite me for dinner. And I said, "Of
7 course."
8 So, to show Mr. Robertson's characteristics,
9 when he wants something, there is no way that he doesn't get
10 it. Because the plane had maintenance in Bolivia, and he
11 wanted to rent a plane. And he wanted to charter a plane to
12 come to see me and have this engagement with me in Lima. He
13 couldn't do it. So, he came two days later and we have dinner
14 that Friday. And Saturday, he changed his plane ticket to
15 fly with me. And we flew as far as Miami.
16 Q. Now, you had a date with him in Lima,
17 Peru, on that occasion?
18 A. Yes.
19 Q. Would that be in 1962?
20 A. 1963.
21 Q. When in 1963?
22 A. I don't know, sir. Some time around
23 February or March.
24 Q. February or March of 1963?

1 A. Yes.

2 Q. And then you continued to see him after

3 that in Lima, did you not?

4 A. Yes.

5 Q. You spent weekends together?

6 A. Yes, sir, I did. He wrote me many

7 letters begging me to change trips and flights to meet him

8 there.

9 Q. Did you stay at the Aloha Motel on

10 Biscayne Boulevard in Miami?

11 A. Yes, sir.

12 Q. And you and he stayed there as man and

13 wife, did you not?

14 A. We stayed together, yes, sir.

15 MR. CHAPPELL: May it please the court,

16 I take it that Mr. Anderson is attempting to discredit the

17 witness by testimony as to the premarital experiences of the

18 parties. I object to it. I think it has no bearing in this

19 proceeding. And, indeed, it indicates, I think, more vividly

20 than anything else the presumptuousness of the defendant to

21 allow his counsel to inject this sort of evidence in this

22 hearing.

23 THE COURT: I am faced with this all the

24 time. Just day before yesterday, right in this same room,

1 a man told me that his wife was six months' pregnant when he
2 married her. I said, "By whom?" He said, "By me." I said,
3 "Does that reflect on her any more than it does on you?"
4 So, I think it is admissible. I don't think
5 it has any bearing on the outcome of the case. Because certainly
6 they are both at point zero as to anything that happened prior
7 to the marriage. I will admit it.
8 MR. CHAPPELL: I except to the court's
9 ruling.
10 THE COURT: Very well.
11 BY MR. ANDERSON:
12 Q. Mrs. Robertson, at the time that you
13 were dating Mr. Robertson -- and I will just use the word
14 that you were intimate with him -- you knew that he had a
15 wife in Richmond and that he had three children by that wife,
16 did you not?
17 A. I knew through him. He was my only
18 source of information. I knew that he was married. I knew
19 that he was living in his house as a formality because his
20 marriage was a long time broken. He stayed there just for
21 the children. But he believed that he was at that time still
22 a young man and could remake his life. And he was in love with
23 me and wanted to marry me.
24 Q. But you were aware of the fact that he

1 did not actually leave his first wife until December 28, 1963?
2 A. Right.
3 Q. And you were also aware of the fact that
4 he was not finally divorced from his first wife until April 23,
5 1965?
6 A. Yes.
7 Q. And you were shortly thereafter married?
8 I believe you said it was in June of 1965? Is that correct?
9 A. June 1965, yes.
10 MR. CHAPPELL: May it be understood that
11 my objection goes to this entire line of testimony?
12 THE COURT: All right.
13 MR. CHAPPELL: And I except to the
14 ruling of the court.
15 BY MR. ANDERSON:
16 Q. You made the statement that you went to
17 the Lexington Towers.
18 A. Yes.
19 Q. Was this with the detective McDougle?
20 A. Mr. and Mrs. McDougle accompanied me,
21 yes, sir.
22 Q. This was in November of 1972?
23 A. December.
24 Q. December of 1972?

1 A. That is correct. But before that, Mrs.
2 Wagner paid me a visit with my husband at 2:30 in the morning.
3 Q. Well, let me ask you to just try to
4 answer my questions. I think we will get along much better
5 that way.
6 A. Sure.
7 Q. You also made the statement that you
8 employed the detective because your husband had been hurting
9 you much too deeply?
10 A. Yes.
11 Q. And you said it was time to look after
12 yourself? I believe those were your words.
13 A. Exactly. And those were my brother-in-
14 law's words too -- my husband's brother.
15 Q. You knew that in August of 1972, you
16 could have gotten an absolute divorce -- that is, August 11,
17 1972 -- from your husband, did you not, under the one-year
18 statute?
19 A. Yes, I could. But I also have the hope
20 that my husband would come back to me.
21 Q. You had employed Mr. Chappell at that
22 time, had you not?
23 A. At my mother-in-law's suggestion. Mrs.
24 Robertson, Sr., told me in her house, "Your marriage with

1 Walter is over." She said, "Your marriage with Walter is
2 over." This was my mother-inlaw's advice. She said, "If I
3 were you, I would get the best lawyer and take him for what-
4 ever he has got."
5 I haven't tried to take him for whatever he
6 has got. And I got a lawyer by my mother-in-law's suggestion.
7 And my brother-in-law's suggestion also.
8 Q. Mrs. Robertson directed you to Mr.
9 Chappell? Is that right?
10 A. No, sir. I didn't know where to go. So,
11 I called two good friends of my father-in-law. And I was
12 going to ask him to direct me to whom should I go. I don't
13 have anybody here that could help me. They were not in town.
14 So, I remember my husband always admiring Mr. Powell as a
15 great attorney. So, I didn't know how important he was, and
16 I just called him and told him my situation. I told him that
17 I was a foreigner and that I knew my father-in-law and my
18 husband admired him tremendously. I didn't have anybody to
19 turn to. My mother-in-law suggested me to get a lawyer. And
20 I knew that ethical-wise he was Walter's lawyer, and he could
21 not be my lawyer. But if he could help me. So, he told me
22 that he will have one of his associates, Mr. Pasco, call me
23 in five or ten minutes and give me a list of three lawyers.
24 It so happened that I called Mr. Chappell. And Mr. Chappell

1 gave me an appointment.

2 Q. So, Mr. Pasco referred you to Mr.

3 Chappell?

4 A. He gave me three lawyers.

5 Q. Are you aware of the fact that Mr. Powell

6 referred your husband to me as his attorney?

7 A. I just hear it the other morning that

8 he came. I didn't know that.

9 Q. You were naturalized -- well, when were

10 you naturalized?

11 A. In June 1971. June or July.

12 Q. June of 1971?

13 A. I don't exactly recall if it was June

14 or July 1971.

15 Q. Wouldn't that have been 1972?

16 A. No, sir. Because it was right before

17 Walter left the apartment. So, it was 1971.

18 Q. And this was at your husband's urging

19 that you be naturalized, was it not? He was very interested

20 in this on your behalf?

21 A. Well, at the beginning, I wanted to keep

22 my nationality. Then I thought it would be only fair, because

23 I was living here. I love my husband and my in-laws. And I

24 decided that I would like to become an American citizen. So,

1 I went and started all of these legal things.

2 Q. But my question is, didn't your husband

3 urge you to become a naturalized citizen?

4 A. Before he left me, yes. Because at that

5 time, I decided what is the reason for me -- you know, I

6 was very hurt and I was very sick. And at that point I thought

7 I wouldn't become an American citizen. But then I realized

8 that I was here and I made my home here. And, so, I went

9 through the examination and became an American citizen.

10 Q. Did you know that your husband, through

11 me, arranged for a special swearing-in ceremony before the

12 District Judge?

13 A. Through you?

14 Q. Yes.

15 A. No.

16 Q. You didn't know that?

17 A. No.

18 Q. But you did have a special swearing-in

19 ceremony, didn't you?

20 A. Oh, yes, yes. Because it was a certain

21 one. I was away two times that they called me.

22 Q. You were the only one that was sworn in?

23 A. No. There were two or three more people.

24 It was a special one.

1 Q. When you and your husband came to Richmond
2 to live -- and this is in 1965 -- you took up residence at the
3 Berkshire Apartments, which is the same place where you are
4 now living?
5 A. Yes, sir.
6 Q. And at that time, you had a one-bedroom
7 apartment, did you not?
8 A. That is correct. I asked my husband
9 to get the smallest apartment, because I wasn't used to -- I
10 didn't know how to cook, how to clean, how to do anything.
11 And I wanted to learn. And I couldn't do it in a larger
12 place.
13 Q. So, the two of you lived in this one-
14 bedroom apartment?
15 A. For two years, yes.
16 Q. For two years to three years?
17 A. For two years.
18 Q. Two years?
19 A. Two years, yes.
20 Q. And the rent for that apartment today
21 is $225, isn't it?
22 A. I guess so. I am not sure. But I guess
23 so.
24 Q. And that includes parking?

1 A. No. I think the one-bedroom apartments
2 with parking would be $250, I guess.
3 Q. The $380 which you have listed on your
4 statement includes parking, does it not?
5 A. Yes, sir.
6 Q. And your husband pays that?
7 A. Yes, sir.
8 Q. Now, is there any reason why you can't
9 move? Well, that is a two-bedroom apartment, isn't it?
10 A. Where I live now, yes.
11 Q. Is there any reason why you need a
12 two-bedroom apartment rather than a one-bedroom apartment?
13 A. Well, Mr. Anderson, I don't see any
14 reason why I should leave my home now. Because I have been
15 living there for six years. Just because my husband happens
16 to be in love with somebody else doesn't entitle him to just
17 kick me out of my home.
18 Q. Well, you don't have anyone else to
19 occupy the other bedroom, do you?
20 A. Well, I have more space. I am alone now.
21 And you don't want to put me in a cage.
22 Q. Well, you don't consider the accommoda-
23 tions that you had for two years a cage, do you?
24 A. Mr. Anderson, I was very happily married

1 at the time, and when you are happy, one room is enough.
2 Q. But you had one bedroom. You had other
3 rooms too?
4 A. I had one bedroom, one bathroom, a little
5 kitchen, and a combination living room and dining area.
6 Q. You don't call that a cage, do you?
7 A. At that time, I didn't call it a cage.
8 Because I was very happily married. We traveled three months
9 out of the year. And as I told you, I couldn't manage a
10 larger apartment.
11 Q. Do you call it a cage now? Is that your
12 testimony?
13 A. Mr. Anderson, I don't know what the law
14 entitles me to. But if it were my home, like his first wife,
15 would you put me out of the home and put me in one room because
16 my husband left me? I think it is very unfair. Why should
17 I deprive myself of the apartment that happened to be my home
18 for six years? Do you think it is fair?
19
20
21
22
23
24

BY MR. ANDERSON:

Q. You have told us, Mrs. Robertson, that you worked for fifteen years as a stewardess for Panagra Air Lines?

A. That is right.

Q. What is your educational background?

A. Whatever you call it. The first ten years. We have five years and five years. I finished high school.

Q. You have what is equavalent to a high school education?

A. Yes.

THE COURT: You say it is five years and five years?

THE WITNESS: Yes, sir.

THE COURT: A total of ten years of schooling?

THE WITNESS: Yes, sir.

BY MR. ANDERSON:

Q. How old were you when you finished high school?

A. Eighteen.

1 Q. What did you do after that?

2 A. Well, I always liked to knit and crochet.

3 And I liked arts. I was always studying something. I took

4 Spanish dances.

5 Q. You took dancing?

6 A. Dance, yes.

7 Q. Do you mean you taught dancing?

8 A. I took lessons.

9 Q. You learned to dance?

10 A. I learned to dance, yes.

11 Q. Were you employed as a dancer?

12 A. Oh, no. I was just a student of Spanish

13 music.

14 Q. Where did you work from the age of

15 eighteen?

16 A. I didn't work but one year as a teacher

17 before I joined this air line.

18 Q. You worked one year as a teacher?

19 A. As a teacher. And then I worked a year

20 and a half with the Peruvian Air Lines. This came into

21 bankruptcy. And then I started flying with Panagra in 1950.

22 Q. You worked a year and a half for the

23 Peruvian Air Lines? Is that what you said?

24 A. About, yes.

1 Q. And then you worked fifteen years for
2 Panagra?
3 A. That is correct.
4 Q. And you worked a year as a teacher?
5 A. Embroidery and crocheting, yes. I didn't
6 have a title. I am not a teacher.
7 Q. Well, where did you do this work?
8 A. I teach for a government school.
9 Q. A government school?
10 A. Not a private school, but a government
11 school.
12 Q. You were paid by the Peruvian government?
13 A. Yes.
14 Q. And you taught older people or children?
15 A. Children.
16 Q. You taught them how to sew?
17 A. How to sew, yes, and how to embroider.
18 I don't have any title. But I always liked it.
19 Q. You say you worked for one year?
20 A. Just about, yes.
21 Q. Was it during that period of time that
22 you acquired the jewelry that has been identified as Plaintiff's
23 Exhibit No. 2?
24 A. While I was working. And some of it is

1 presents from my mother.

2 Q. Now, assuming that you finished high
3 school at 18 and you worked as an airline stewardess and as
4 a sewing teacher for 17 years, that brings you up to age 35.
5 And you were married for eight years. That still leaves us
6 with six years to account for.

7 A. Well, Mr. Anderson, in Peru, you don't
8 have to go to work. My father is a retired Captain in the
9 Navy. And even though we are not millionaires or rich, I
10 didn't have to work.

11 Q. So, your testimony is that you did not
12 work for approximately six years?

13 A. Well, I worked only as a teacher and
14 then this year and a half as a hostess and then for 15 years
15 for Panagra.

16 Q. How many languages do you speak?
17 You speak Spanish and English.

18 A. I speak Spanish. I speak very bad English.
19 I speak a little Italian. And I understand Portugese.

20 Q. You speak four languages?

21 A. Not speak. I speak Spanish. I barely
22 do it with English. And a little Italian.

23 Q. When you were a stewardess, that is in
24 the nature of public relations work, isn't it -- meeting the

1 public?

2 A. Exactly. Right.

3 Q. And making yourself pleasant and seeing

4 that they are comfortably situated?

5 A. Yes, sir. Tht is why I got a medal from

6 the Peruvian President -- not only for being an airline

7 hostess but for distinguished service to my country and my

8 airline.

9 Q. Now, have you tried to get a job since

10 your separation?

11 A. No, I haven't. I am pushing 50. And I

12 don't have any title of any kind.

13 Q. Well, you speak four languages.

14 A. I don't speak four languages, Mr. Anderson.

15 Q. Well, all right.

16 A. You see that my English is not what you

17 would call a good second language. My Italian is very poor.

18 And my husband knows that I understand Portugese, but I don't

19 speak Portugese.

20 Q. Have you tried to get a public relations

21 job?

22 A. No, I haven't.

23 Q. You can translate Spanish, can you not,

24 into English -- written Spanish into English?

1 A. Well, not exactly properly, because I am
2 not trained for that. I can more or less express to you what
3 you want me to translate. But not in a correct translation.
4 Q. You are in good health at this time, are
5 you not?
6 A. Yes, I am.
7 Q. I believe you mentioned an operation
8 that you had in September of 1971.
9 A. No. December.
10 Q. Was it December?
11 A. Yes.
12 Q. December 20, 1971?
13 A. That is correct.
14 Q. And Dr. Herbert Claiborne did that
15 operation, did he not?
16 A. That is correct.
17 Q. And that is Mr. Robertson's brother-in-
18 law?
19 A. Yes.
20 Q. And he did not charge you for that
21 operation, did he?
22 A. No, he never has charged me.
23 Q. And he told you that he would take care
24 of you medically in his field, which is gynocology, without

1 charge, didn't he?

2 A. Yes, sir.

3 Q. And that that would continue in the

4 future?

5 A. Yes, sir.

6 Q. You owned a house or an apartment in

7 Peru, did you not?

8 A. I used to. I don't own it any more.

9 Q. I know. But you owned it at the time you

10 and Mr. Robertson were married, didn't you?

11 A. Yes, sir.

12 Q. And you rented that apartment, did you

13 not, for approximately $200.00 a month?

14 A. $150.00 a month.

15 Q. $150.00 a month?

16 A. Yes.

17 Q. What did you do with it? Did you give it

18 to your brother?

19 A. I sold it to my brother, yes.

20 Q. You sold it to your brother? Or did you

21 give it to him?

22 A. I sold it to my brother. He has got the

23 title.

24 Q. How much did he pay for it?

A. Well, he paid the taxes to the government.

Q. He paid just the taxes?

A. Yes.

Q. What was the value of it that you gave to your brother or, as you put it, sold to your brother? What was the value of it at that time? $20,000? $30,000?

A. No, no.

Q. $15,000?

A. $15,000. $12,000.

BY MR. ANDERSON:

Q. Now, you had this apartment when you and Mr. Robertson were married? And you had it rented for $150 a month?

A. Yes, sir.

Q. You have now disposed of it to your brother. Now the next question is: When did you dispose of

1 it to your brother?

2 A. I did it when we were still married.

3 And I asked my husband on many occasions even though --

4 Q. I don't want to interrupt you. But can

5 you tell us approximately when? And then you can go into

6 any explanation you want to. That was my question.

7 A. I give it to him -- I can tell you

8 exactly -- the last time I went in October. October 1970.

9 Because I talked to my husband again and asked him if it

10 will be all right to give it to my brother. Because he has

11 a handicap. He doesn't have an education because of a problem.

12 THE COURT: Well, you and your husband

13 were still living together at that time, were you not?

14 THE WITNESS: Yes, sir. And he said

15 we wouldn't need anything because we have a lot coming to us.

16 And he knew already that he was going to leave me, Mr.

17 Anderson.

18 MR. CHAPPELL: I would move the court

19 to strike all of this testimony. I don't think it has any

20 bearing whatsoever on any of the issues before the court.

21 MR. ANDERSON: Let me ask this: What

22 was the last statement she made? I couldn't hear it.

23 THE COURT: I am not going to strike it.

24 But I agree with you if she got rid of it while she was married

to him, and discussed it with him, it has no bearing.

BY MR. ANDERSON:

Q. Did you say your husband knew that he was going to leave you at that time?

A. Well, I imagine so. But still he was having an affair while he told me that I could give it to my brother. Because my husband used to love my family. He knew my brother and his children. And he knew that he has a handicap. He doesn't have any education because he has a problem with his eyes. And he told me that I could give it to him even though, according to the Peruvian laws, it was acquired before my marriage and I could do as I pleased with it. But I consulted with my husband. And he told me to go ahead and give it to him.

1

2 BY MR. ANDERSON:

3 Q. How much did you have?

4 A. At this time, I have $7,000. I don't

5 know how much I had at that time, Mr. Anderson. I pay for my

6 own car, which cost me $3,500. And I don't know if I have

7 something left. I am sorry. I don't take account enough.

8 I never was good for that.

9 Q. But you had enough money at the time

10 you were married then to buy this Buick automobile that you

11 now use?

12 A. Yes.

13 Q. And you say you paid $3,500 for it?

14 A. $3,300. I don't recall exactly.

15 Q. You also purchased some rugs and a high

16 fidelity set, did you not, with your own money?

17 A. My father send me a thousand dollars

18 present because they win the lottery and they divide it. And

19 we are three children, my mother, and my father. So, he gave

20 us a thousand dollars apiece. And with that money, we bought

21 the radio and the rug.

22 Q. Now, Mr. Chappell furnished me a statement

23 which indicates that as of May 1973 you had $6,734.27 in your

24 checking account. Would that be correct?

A. Yes, sir.

Q. And in addition to that, you had the securities -- 50 shares of Detroit Edison Company, 52 shares of Exxon Corporation, and 75 shares of Gulf Oil Corporation. Would that identify the securities that you have?

A. Yes.

Q. And you still own those securities?

A. I guess so, yes.

Q. And you have testified that their approximate market value is about $7,000?

A. Approximately, I think, yes.

Q. Now, you have had those securities -- well, you certainly had them in May of 1973, didn't you?

A. Yes.

Q. Mrs. Robertson, Mr. Chappell furnished to me a copy of your bank statements and checks from July 30, 1971 through July 18, 1973. I want to ask you some questions about these, if I may.

I notice that included among those checks are certain payments to Javier Pinillos, Roberto Pinillos, and Luisa C. Pinillos.

A. That is my family.

Q. They are all your family?

A. Yes, sir.

1 Q. Now, I notice that in 1971 -- that is,
2 from July to December -- there was a total of $595 paid to
3 the Pinillos family -- that is, checks totaling that amount.
4 A. I always send my family presents.
5 Q. I notice that in 1972, there was a total
6 of $895 sent to the Pinillos family.
7 A. 1972?
8 Q. Yes.
9 A. $800?
10 Q. $895.
11 A. Wasn't that when I was in Peru and my
12 father was cashing me checks? Could that have happened in
13 January or February? Because I made the checks to my father
14 so he could change it in the bank one block from where we
15 live. Could it be that amount? Because after my operation,
16 I went to Peru in January.
17 Q. January of what year?
18 A. January 1972.
19 Q. January of 1972?
20 A. Yes, sir.
21 Q. No. The first check in 1972 is February
22 21, 1972.
23 A. Well, I stayed there.
24 THE COURT: That could have taken that

1 long to clear.

2 MR. ANDERSON: I am speaking of the date

3 of the check.

4 MR. CHAPPELL: I think the witness is

5 trying to answer how long she stayed there. Maybe that would

6 give an explanation.

7 THE WITNESS: Exactly. I stayed six

8 weeks or two months with my family. I went to recuperate.

9 THE COURT: You went in January and

10 stayed six weeks?

11 THE WITNESS: I stayed six weeks, yes,

12 sir, your honor.

13 THE COURT: All right. That would have

14 included February.

15 THE WITNESS: Yes. Because I left the

16 middle of January, and I came back some time in March.

17 BY MR. ANDERSON:

18 Q. Do you know when you came back in March?

19 A. I think I came back the end of March.

20 Q. Now, in 1973, there are $120 to the

21 Pinillos family -- that is, checks totaling that amount.

22 A. $100?

23 Q. $120.

24 A. In 1973?

Q. Yes.

A. Well, yes. Mr. Anderson, I send my mother and father a Father's Day present and a Mother's Day present. I always have done it, and I would rather deprive myself of something. And I will keep on doing that.

Q. Now, during this period of time, if I have added all of this up right, it comes to $1,610 of checks that have been made out to the Pinillos family.

THE COURT: How much was that check, Mr. Anderson, of February 21, or whatever the date was?

MR. ANDERSON: February 21st to Javier Pinillos, $100.

THE WITNESS: And there is more than one, Mr. Anderson. Because I couldn't live two months with one check for $100 -- or a month and a half. So, it must be more than that. It is the ones that my father exchanged for me.

BY MR. ANDERSON:

Q. You are saying they were not gifts to your father?

A. No. Those were for me when I was staying in Peru.

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23 BY MR. ANDERSON:
24 Q. You say that is when you were in Peru?

A. Yes.

Q. And that this was not a gift to him?

A. No, no. It was for my own expenses.

Q. All right. You say you came back in March?

A. Some time the end of March.

Q. Here is another one. It looks like March 2nd.

A. Yes. It is possible.

Q. To your father for $200.

A. Right. But that is for my own expenses.

Q. Here is another one of March 16th for $200.

A. Yes.

BY MR. ANDERSON:

Q. Mrs. Robertson, who is Jose Arce?

A. Jose Arce is the Naval Commissioner from Peru in Washington. I have a friend -- Walter have told you. He knows. Because he have the same deal with his customers. When they want to have some money here, my friend, Commander Ayllon -- well, he was bringing his wife to the hospital. And the government doesn't allow but $30 a day per person for sixty days. So, this was a transaction of business that he did with some American firm. And instead of being paid in Peru in soles, he couldn't have otherwise than he pay to me and I write a check for the same amount and send it to Admiral Arce in Washington. He didn't want to involve the Commissioner, because it was a favor that I was doing for a friend of mine. And on the same token, the Admiral in Washington was to keep that money for him when he brought his wife to have a check-up in Baltimore.

Q. Are you saying these two checks to Jose

1 Arce, one dated April 18th for $1,000 --

2 A. Which I deposit. And I make it to Jose

3 Arce, yes. And I sent it to Mr. Arce -- to Commander Arce

4 in Washington.

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BY MR. ANDERSON:

Q. Where did you get that money from?

A. Well, I imagine this is one of those checks that this firm send me, and I make it to Jose Arce in Washington.

Q. So, you are saying that is in payment of the two checks you gave Mr. Arce? Is that correct?

A. That is right. The minute they send me the check, I deposit the check. I make my own check for the same amount and send it to Washington.

Q. But, you see, the point is it is not the same amount.

A. Oh, I don't know.

MR. CHAPPELL: What is the difference, Mr. Anderson?

MR. ANDERSON: The amount of the two checks is $2,336.54.

THE COURT: Isn't the cents figure the same?

MR. ANDERSON: Yes, sir.

THE COURT: What is the difference between the two checks and the deposit? It can't be much, can it?

THE WITNESS: No. It is thirty or forty dollars.

MR. ANDERSON: Let me see. It is $70.00 difference.

THE COURT: $70.00 difference even?

MR. ANDERSON: Yes.

THE WITNESS: I don't know what happened with that.

1

2 BY MR. ANDERSON:

3 Q. Mrs. Robertson, you have told us that your

4 husband stopped paying your charge accounts in late 1972 --

5 in December of 1972?

6 A. I think it was around October or November.

7 Q. All right. The fall of 1972?

8 A. Right.

9 Q. I notice that one of your charge accounts,

10 of course, was Miller & Rhoads. Is that right?

11 A. Yes. I don't have any charge accounts

12 now.

13 Q. Well, didn't you have charge accounts?

14 A. I have them right here. I am going to

15 give them to Mr. Robertson. He cancelled all the charge

16 accounts. He send me a letter.

17 Q. I mean at the time in 1972 and up to the

18 fall of 1972, you were able to go to Miller & Rhoads and

19 charge, were you not?

20 A. Yes, sir.

21 Q. Was this charge account in your name?

22 Or was it in his name?

23 A. In his name.

24 Q. It was in his name?

A. Yes.

Q. Now, there was no occasion for you to pay for anything from Miller & Rhoads during that period of time, was there?

A. No. Because as I told you before, he said that I could buy and charge everything that I needed or wanted.

Q. Now, this is the reason I am asking you this, because in 1971, from September through December 11th, you made out checks totalling $550 to Miller & Rhoads. What was that for?

A. Cash.

Q. Cash?

A. Cash. I go there and cash.

Q. Did you buy anything there and pay for it?

A. Well, sometimes I buy and pay. Or sometimes I just go on the third floor and pay twenty-five cents extra and cash a $100.00 check if I need it.

Q. And in 1972, from February through September, there are nine checks of $100.00 each made payable to Miller & Rhoads. Is this for cash? Or was this in payment of some purchases that you made?

A. I don't recall, Mr. Anderson. I am sorry.

Q. Well, do you know whether it was for

1 money orders?

2 A. When was that? In September?

3 Q. Yes. It was February of 1972.

4 MR. CHAPPELL: Mr. Anderson, you have

5 copies of the checks. I have given them to you. Show those

6 checks to the witness.

7 MR. ANDERSON: If you don't mind, I

8 will do that. But I am trying to --

9 THE COURT: All right, gentlemen, let's

10 not quibble. Let's get on as fast as we can. We are on the

11 third witness, and we have got an awful lot of people sitting

12 out there.

13 BY MR. ANDERSON:

14 Q. The first check, Mrs. Robertson, to

15 Miller & Rhoads that I refer to for $100.00 is dated February

16 4, 1972.

17 THE COURT: Bring it around and show it

18 to her. Maybe she can recognize it.

19 MR. ANDERSON: All right.

20 BY MR. ANDERSON:

21 Q. This is what I am referring to. Do you

22 see the middle check there?

23 A. Yes, sir.

24 Q. That is for $100.00.

1 A. Yes.

2 Q. And that is on February 4th?

3 A. Right.

4 Q. Then, on February 11th, there is another

5 check for $30.00.

6 A. Yes. That is something that I bought,

7 I imagine. Mr. Anderson, it could be possible. Because

8 every time I bought something for my family, I always paid

9 for it. I never charge it to my husband.

10 Q. I see.

11 A. And he knows that. It could have been

12 that I bought something. Because at that time, what you mean

13 is he was still paying my charge accounts?

14 Q. That is correct.

15 A. Exactly. I never took anything to my

16 family as a present that it wasn't paid for from whatever

17 money I had.

18 Q. So, is it your testimony that these

19 checks were for the purchase of items for your family?

20 A. I couldn't tell you. They were either

21 for myself or either having money in my hand to go anywhere.

22 Because I have been travelling to Washington quite often.

23 And I couldn't travel without any money.

24 Q. Throughout this period, these checks

1 totaled $1,450.00, if I have added them up correctly. Now,
2 what portion of that can you tell us was for gifts for your
3 family?
4 A. I couldn't tell you.
5 Q. You couldn't tell us?
6 A. No.
7 Q. But there was a portion that was for
8 gifts for your family?
9 A. Well, whatever I buy for my family, if
10 I go on a trip once a year, it won't amount to more than
11 $150.00 to $200.00.
12 Q. Also, you have in 1972 and in 1973 checks
13 made out to cash that total $2,275.00. What would that be
14 for? Would that be just for spending money?
15 A. For whatever I needed in my house --
16 food or whatever.
17 Q. But all through here, you have checks
18 made payable to Safeway. Do you see here (indicating)?
19 A. Well, at times when I don't have cash,
20 they cash me in the little Safeway that knows me for years.
21 I always have lived with cash, Mr. Anderson.
22 Q. I want to go over your statement with
23 you.
24 MR. ANDERSON: Since we have discussed

these checks, I would like to introduce these as Defendant's Exhibit A, I suppose, if you want to do that. And I have a folder here, Judge.

THE COURT: All right, sir. The folder will be marked Defendant's Exhibit A.

MR. ANDERSON: I have a little notation on the tab. I have tried to erase it.

THE COURT: Well, it just says "Anderson Trial Folder."

I will date it.

NOTE: Defendant's Exhibit A was marked for identification.

BY MR. ANDERSON:

Q. Mrs. Robertson, referring again to the figures that Mr. Chappell furnished me, the balance in your checking account, as reflected in the bank statement that the court has, as of the end of August 1971, was $2,369.27. And that was increased approximately $4,300.00 to $6,734.27 by May of 1973. So, during this period of time that you were separated from your husband, this time that you and your husband were not living together, your checking account balance increased some $4,300.00. Can you explain the reason why?

A. I think Mr. Chappell have send you a copy. I have sell some stocks. I have a present from my

1 mother-in-law.

2 Q. Well, whatever stocks you sold during

3 this period would be reflected on the tax returns that we

4 aregoing to introduce, wouldn't they? Oh, no, you haven't

5 done it --

6 A. We have a joint return.

7 Q. You had a joint return in 1971 and 1972?

8 Is that correct?

9 A. Right.

10 Q. You say you got gifts from home. How

11 much did you get from home during this period?

12 A. From my home?

13 Q. Yes.

14 A. I got that $1,000.00.

15 Q. Well, that was at the very beginning.

16 A. No, I didn't say any present from home.

17 I said, from my mother-in-law. And I sold the stocks.

18 THE COURT: That is what she said.

19 BY MR. ANDERSON:

20 Q. So, you said your mother-in-law? You

21 mean Mrs. Robertson, Sr.?

22 A. Yes. She gave me presents on my birthday

23 and Christmas. When I travel, she help me with that.

24 Q. Do you know when you acquired these

1 securities? The stocks, I am referring to.

2 A. Walter got it for me with my own money

3 when we were married. I think it was about $2,000.00. And

4 then when we came here, the difference of money that we have

5 is what we bought these stocks with -- the Investment

6 Corporation of Virginia. Mr. Johnson can give you all the

7 information.

8 Q. Did you save any money from what your

9 husband was giving you?

10 A. Well, if I wouldn't have saved, Mr.

11 Anderson, I couldn't be able to face the situation that I am

12 facing now.

13 Q. So, your answer is you did save money?

14 A. Well, I was living like a miser, if

15 you can say that. I don't know if that is proper in English

16 or not.

17 Q. Well, you were living in the same apart-

18 ment you are living in now?

19 A. Yes. But there are many ways to save

20 when you need to save.

21 Q. Well, you say you have lived like a miser.

22 Is this when you were living with your husband?

23 A. No, Mr. Anderson. When I lived with my

24 husband, I lived very graciously. And he never denied me

1 anything. And as I told you, we traveled three months out
2 of the year. We were in the best hotels and the best
3 restaurants.
4 Q. When you traveled, it was on business
5 trips, was it not?
6 A. The company paid for all of my husband's
7 expenses. But he paid for mine. Only every three years, the
8 company paid for mine. Which it only was once.
9 Q. But they were business trips, the trips
10 that you are referring to?
11 A. Yes. Well, two trips were business and
12 one was vacation.
13 Q. Now I want to come to your statement.
14 MR. ANDERSON: Would you hand the wit-
15 ness Plaintiff's Exhibit No. 5? Or could she have a copy?
16 Maybe Mr. Chappell can furnish her a copy and the court can
17 follow with its own statement.
18 NOTE: Mr. Chappell handed a copy
19 of the document to the witness.
20 BY MR. ANDERSON:
21 Q. Mrs. Robertson, the apartment rent and
22 parking was $380. Your husband has always paid for the apart-
23 ment and the parking? Isn't that true?
24 A. Yes, sir.

1 Q. The household money for food, etcetera,
2 he has always paid $475. for that?
3 A. That is correct.
4 Q. And you are still getting that each money?
5 A. That is correct.
6 Q. Now we come to the next item of -- well,
7 let's stop there on this $475. Are you saying that you ate
8 that much food? You have got down here "Household money and
9 food." And then you have everything else listed down here
10 too. Is that for food only?
11 A. Well, I imagine that in a house, you have
12 more than food. You have a lot of things that you replace,
13 a lot of things that you repair, a lot of cleaning things in
14 your house. It is not just food. Plus, now that I am living
15 alone, I have to have more friends and more --
16 Q. Do you mean you do more entertaining?
17 A. Well, that is not entertaining. Because
18 my husband used to take me out with his customers and with
19 our friends to the clubs. And he pay for that. Now, I have
20 to pay for everything.
21 Q. You don't go out with any business
22 customers of his any more, do you?
23 A. No. But I used to go out.
24 Q. Well, do you entertain at home more now

1 than you did when you were living with your husband?

2 A. Well, I am planning to do it. And I

3 have been trying to do it. And I will try to do better, because

4 I am alone now, Mr. Anderson.

5 Q. Well, Mrs. Robertson, if you would turn

6 to the second page, you have got listed there "Entertainment

7 at home and club, $200 a month."

8 A. Yes.

9 Q. Well, are you telling me --

10 A. My husband used to buy all of the

11 liquor.

12 Q. Let me just ask the question. You testi-

13 fied that the $475 covers not only food but entertainment

14 at home.

15 A. No, no. It covers food and whatever you

16 need in a house, Mr. Anderson.

17 Q. Well, are you including entertainment

18 in that figure?

19 A. No, I am not including entertainment.

20 Q. You are not including entertainment?

21 A. No. It is for my house. It is for the

22 household.

23 Q. Well, can you tell us specifically what

24 it is for other than food?

1 A. Well, you have broken glasses. You have
2 dishes to replace. You have pots to buy. You have sheets
3 to buy, and blankets and pillows. There are many things that
4 you need in a house that have to be replaced.
5 Q. Well, didn't you stock up on linens?
6 Didn't you buy a substantial amount of linens from Miller &
7 Rhoads in 1971 or 1972?
8 A. I have been receiving this amount while
9 my husband --
10 Q. Just answer that question, please.
11 Didn't you buy a substantial amount of linens?
12 A. Yes. Instead of a vacation trip that
13 my husband offered me.
14 Q. How much did you spend for linens?
15 A. I don't remember how much. It was about
16 $400.
17 Q. He paid the bill?
18 A. He paid for it instead of me going on
19 vacation while he was on vacation.
20 Q. You have listed here "Maid, $80 a month."
21 How many days during the week do you have to have a maid?
22 A. I used to have twice a week a maid.
23 Q. You used to?
24 A. Yes.

1 Q. When was that? When you were living
2 with your husband?
3 A. Yes.
4 Q. How much did you pay the maid?
5 A. $10 a day from 9:00 to 3:00.
6 Q. So, that would be $20 a week that you
7 would spend for a maid?
8 A. Exactly. I used to, yes.
9 Q. And that would be about $83, then, or
10 something over $80. Are you still doing that?
11 A. I can't afford it, Mr. Anderson, with
12 $475. I pay telephone, I pay gas, I pay everything. The only
13 thing that Mr. Robertson, Jr. paid is the apartment and the
14 $475.
15 Q. But, Mrs. Robertson, your bank account
16 shows that you have -- certainly in May, you had over $6,000
17 in it.
18 A. Well, I have faced a lot of expenses
19 lately.
20 Q. What you are saying is that you do not
21 have a maid now?
22 A. I have a maid twice a month now.
23 Q. So, that would be $20.00 a month?
24 A. Yes.

1 Q. You don't have any problem, really, in
2 taking care of the apartment yourself, living alone as you do?
3 A. Well, I have been used to having a
4 servant always.
5 Q. Now, you have down here "Laundry and
6 dry cleaning, $30 per month." Is that just a guess on your
7 part?
8 A. No. I send my tablecloth to a lady.
9 And the rest goes to the cleaners.
10 Q. How do you pay those bills?
11 A. I haven't been sending anything, Mr.
12 Anderson, since October when my husband cancelled all of the
13 charge accounts.
14 Q. You mean, you charged your cleaning?
15 A. Walter Robertson pay everything, Mr.
16 Anderson.
17 Q. But you said since he cancelled your
18 charge accounts. Did you charge your cleaning?
19 A. I haven't sent anything to the cleaners.
20 Q. When you were living with your husband
21 and he was paying the charge accounts, did you charge the
22 cleaning?
23 A. He pay for everything -- cleaning,
24 pharmacy, gas, doctors.

1 Q. Where did you send the cleaning?

2 A. To Lee Cleaners.

3 Q. And they would send a bill?

4 A. They would send the bill to Mr.

5 Robertson.

6 Q. But you have not been sending any laundry

7 or cleaning out? Is that true?

8 A. Only my tablecloths.

9 Q. Only your tablecloths?

10 A. Yes.

11 Q. How often do you send those out?

12 A. Whenever I have guests.

13 Q. Can you give us an approximation by

14 the month?

15 A. It might be $15 or $20 a month.

16 Q. Now, you are the owner of the life

17 insurance policies on your husband's life? He took those out,

18 but you receive the statement?

19 A. Yes.

20 Q. The $36,000 of life insurance he took

21 out, and he made you the owner of them, did he not?

22 A. Yes.

23 Q. Isn't it $25,000?

24 A. It is $20,000 and $16,000.

1 MR. CHAPPELL: Mr. Anderson, I am
2 perfectly willing to stipulate that it is $25,000 if Mr.
3 Robertson says it is. It may be a typographical error. It
4 has no bearing.
5 MR. ROBERTSON: Mr. Chappell, I may be
6 wrong, but I think I am right.
7 THE COURT: All right. Whether it is
8 $20,000 or $25,000 is no problem either way.
9 BY MR. ANDERSON:
10 Q. Your husband made you the beneficiary
11 of that policy? You are not only the owner but also the
12 beneficiary?
13 A. Yes, sir.
14 Q. So, in the event of his death, you get
15 the proceeds from the policies?
16 A. That is correct.
17 Q. And he is paying the premium on that
18 policy, is he not?
19 A. Yes, sir.
20 Q. And he has been paying the premium on
21 that policy since the two of you have been separated?
22 A. He has, yes.
23 THE COURT: Well, actually, you have got
24 two policies, haven't you?

1 MR. ANDERSON: It is two policies, yes.
2 The total amount, our figures show, is $41,000.
3 MR. CHAPPELL: Judge, so that this
4 correction can be made, would you be good enough to change
5 that from $20,000 to $25,000 on Plaintiff's Exhibit No. 5?
6 THE COURT: Certainly.
7 NOTE: Discussion off the record.
8 BY MR. ANDERSON:
9 Q. Mrs. Robertson, the Blue Cross-Blue
10 Shield that you have, your husband has been paying for that?
11 A. Yes, sir.
12 Q. Coming down to your car expense for
13 insurnce, is this the information, the liability and collision,
14 that you got from Mr. Paul?
15 A. No. I think I got it from a car dealer.
16 Q. Now, your annual premium for your
17 liability is $75?
18 A. Well, this covers the whole. Because
19 my car -- well, right now, the policy doesn't cover if I
20 wreck the car. And with all of this, I got it --
21 Q. Well, it is all right about where you
22 got it from. The liability you have listed here as $75.
23 Your husband is carrying that on your car now? That is in-
24 cluded in his policy, is it not?

1 A. Yes.

2 Q. Do you know that he does not carry

3 any collision on that car?

4 A. No, he doesn't.

5 Q. So, the collision of $129 is not being

6 carried at this time? You know that?

7 A. Yes.

8 Q. Your car is a 1965 Buick?

9 A. That is correct.

10 Q. How many miles does it have on it?

11 A. Close to 22,000 miles.

12 Q. 22,000 miles?

13 A. About that, yes.

14 THE COURT: That is less than 3,000

15 miles a year.

16 BY MR. ANDERSON:

17 Q. Less than 3,000 miles a year?

18 A. Yes. Well, at the beginning I didn't

19 put much mileage on it. Because I used it only to go to see

20 my in-laws and to the market. But I have put a little bit

21 more on it now since I am alone.

22 Q. I want to come down to your gasoline

23 here. How many miles per gallon do you get? Do you get

24 about 12 miles per gallon?

1 A. I don't have any idea.

2 Q. Ten miles per gallon?

3 A. I don't have any idea.

4 Q. Well, if you drive it 3,000 miles a

5 year, you couldn't possibly spend on gasoline more than

6 $100, could you?

7 A. Well, I haven't been driving 3,000 a

8 year. I have been driving these two years much more than that.

9 Because I have been going to Washington. I have been visiting

10 my friends. And I don't have my husband to take me as he

11 used to. So, I have been using my car much more than what I

12 used to use it before.

13 Q. Is your car in good working order?

14 A. No. I already spent almost $140 on

15 repairs.

16 Q. Didn't your husband put it in good working

17 order for you?

18 A. No.

19 Q. He didn't?

20 A. No. He bought me tires about a year and

21 and half ago.

22 Q. And you say that you spent how much on the

23 car?

24 A. I think it is close to $130 or $140.

1 Q. $130?
2 A. Yes.
3 Q. I didn't see that in your checks. Can
4 you point that out? Did you pay that by check or did you
5 pay it by cash?
6 A. No. I have it fixed one time. I have
7 the bill. It was something like forty-some dollars. And then
8 there was a change of hose at the station on Main Street,
9 which came to -- I don't remember -- close to $60.00. All
10 together, it is $120 or $140. I can get it for you, Mr.
11 Anderson.
12 Q. All right. Now, your expense at the
13 pharmacy, can you support that by your checks? Do you pay
14 that in cash?
15 A. I pay in cash.
16 Q. Let's come over to the next page, your
17 clothes. It is a fact that you are an expert seamstress,
18 isn't it? You may not want to say that you are, but you do
19 sew very, very well, do you not?
20 A. I am not a seamstress, Mr. Anderson.
21 Q. I don't mean it in a professional sense.
22 But you do sew very well?
23 A. I would say that I can sew, yes.
24 Q. When you were living with your husband,

1 didn't you make an awful lot of your own clothes?
2 A. Yes. I did it to help him. But not
3 because I was a seamstress.
4 Q. I am not trying to use the term "seamstress"
5 in a degrading manner at all. I mean you are an expert sewer.
6 Let's put it that way. You know how to make clothes?
7 A. I didn't until I came here, Mr. Anderson.
8 Q. Well, I thought that you taught sewing.
9 A. Sewing to children I taught. Sewing
10 stitches is not sewing dresses.
11 Q. You never spent $200 a month on clothes
12 when you were living with your husband? Isn't that a fact?
13 A. Absolutely, I spent more than that.
14 Q. You did?
15 A. Yes.
16 Q. Haven't you had occasion to make clothes
17 for the Claiborne children?
18 MR. CHAPPELL: Would you identify the
19 Claiborne children?
20 MR. ANDERSON: That is Dr. Herbert
21 Claiborne's children.
22 THE WITNESS: Yes, I have made two
23 dresses for their daughter, because it is my niece. And I like
24 her.

1 BY MR. ANDERSON:

2 Q. How about for Mrs. Robertson, Sr.? You
3 have made clothes for her?

4 A. She is a person that you cannot give
5 her a present. So, I try to give whatever I could give to
6 her. And it was just a house gown, which is nothing.

7 Q. But it was very lovely and she appreciated
8 it?

9 THE COURT: Oh, now, I would think it
10 would be.

11 BY MR. ANDERSON:

12 Q. You say you pay everything by cash now?

13 A. Yes.

14 Q. You don't have any charge accounts?

15 A. Only Exxon.

16 Q. Now, the jewelry that you have listed
17 here -- the major item of jewelry was the ring that your
18 husband gave you when you got married, wasn't it?

19 A. Yes, that is right.

20 Q. And I notice that you have averaged this
21 out every year.

22 A. Yes. Because my husband used to give me
23 at least -- I don't mean great big jewelries -- but at least
24 two beautiful jewelries for Christmas, anniversary, or birthday.

1 Q. Do you know what he paid for these things
2 that he bought for you?
3 A. I don't have any idea, no.
4 Q. Now, we have been over "entertainment
5 at home and club." Do you have a breakdown on "entertainment
6 at home and club"? Well, what clubs are we talking about?
7 A. The Country Club. The Virginia Museum.
8 You can have lunch there.
9 Q. But you were not a member of the Country
10 Club when you and Mr. Robertson were living together, were
11 you?
12 A. Mr. Anderson --
13 Q. Just answer the question. Then you can
14 explain it.
15 A. No. He retired from the Country Club.
16 But at that time, we were three months of the year away. So,
17 it was kind of impossible -- well, it was not necessary for
18 me to belong to any club.
19 Q. Can you tell us this: When did you join
20 the Country Club of Virginia? Wasn't it this year? Wasn't
21 it recently?
22 A. Well, the obligation was put seven or
23 eight months ago, and I was accepted June 19th.
24 Q. Of this year?

A. Yes, sir.

Q. So, the club dues that you have listed here for the Country Club of Virginia were not paid when you were living with your husband, because you weren't a member of the club?

A. No. But my husband belongs to the other clubs, which I had access to, which I don't have now.

Q. What other clubs are they?

A. The Commonwealth Club, the Bull and Bear Club, and the Executive Club.

Q. The Commonwealth Club is a men's club. No women are members of the Commonwealth Club?

A. But you can go as a wife.

AFTERNOON SESSION

BY MR. ANDERSON:

Q. Mrs. Robertson, before we recessed, I asked you about the Country Club of Virginia. And you told us when you joined. You said it was in June, I believe.

A. June 19th.

Q. Of 1973?

A. That is right.

Q. Now, how about these other clubs and societies that are listed here on the statement? Well, do you have the statement before you?

THE COURT: Here is one, Mrs. Robertson.

NOTE: The court handed the document to the witness.

THE WITNESS: Well, since I came to Richmond years ago, I became a member of the Virginia Museum and the Valentine Museum. And then about a year and a half or two years ago, I joined the other one.

BY MR. ANDERSON:

Q. Was that after the separation?

A. Yes.

Q. Now, let's come on down to your karate lessons. How long have you been taking karate?

A. I started karate last May. May 1972.

Q. May of 1972?

A. Yes.

Q. So, that would be after your separation also?

A. Well, as you can imagine, I have to do something instead of driving myself crazy. I have to keep my mind occupied.

Q. And the Virginia Museum Art classes, did you start those in 1972 also?

A. Yes.

Q. And your guitar lessons?

A. I took guitar lessons off and on since I came.

Q. Do you take them every month?

A. I am not taking it right now. But I have been taking it off and on.

Q. Are you taking karate now?

A. Yes, I am.

Q. How about the art classes at the Virginia Museum?

A. It is only during the fall, because they are going to start now in September. The 17th, I think it is.

Q. How many months out of the year would you be taking those?

1 A. Well, I took the two terms.

2 Q. The fall and the spring?

3 A. Exactly.

4 Q. So, that wouldbe what? Six months?

5 A. About that. Less than that, I think.

6 Q. Well, the reason I asked that is that

7 I note on your statement that you have it for twelve months.

8 A. Because it is divided. It costs you

9 $40 each term, or $50 each term. So, how do you divide it?

10 It is easier to put it by the year.

11 Q. Now, your golf, $56 per month for golf.

12 A. Well, that I would like to keep on taking.

13 I took some lessons in Peru before I was married. And as I

14 wasn't a member here and as we traveled so much, I didn't

15 have the opportunity.

16 Q. When was the last golf lesson that you

17 took in Peru? Would it have been 1960, 1961, 1962, or 1963?

18 A. No. 1964.

19 Q. 1964?

20 A. 1964, yes.

21 Q. And you haven't played golf since you

22 have been here?

23 A. I never played golf. I was taking lessons.

24 Q. But have you taken any golf lessons since

you have been here?

A. No, I haven't.

Q. You mean this is something you would like to do?

A. I would like to do it, yes.

Q. Your travel expenses -- you have listed some $4,700 in travel expenses. In 1971, what were your travel expenses?

A. Well, I mentiond that my husband sent in a statement or something that he declared. That is what I say to Mr. Chappell. He say "$5,000 or $6,000 for my wife's traveling expenses."

Q. What I am asking you is, did you travel in 1971?

A. I went to see my parents once.

Q. One time?

A. No. Excuse me. 1971? I went in October for my father's operation and my father and mother's golden anniversary. I came back in December.

You are asking me about 1971?

Q. 1971.

A. In 1971, I went with my husband to South America. No, I went before. Then I came back alone. And then I went back again alone, and he came back by himself. Because

1 that was when --

2 Q. Well, let's get on to 1972. I believe you

3 stated that when I was going over your checks those that

4 were made payable to your family when you went to Peru in

5 January of 1972.

6 A. That is correct. After I have this

7 operation.

8 Q. Now, is that your only trip to Peru in

9 1972?

10 A. That was the only one.

11 Q. And you paid for that?

12 A. My husband deducted that from me. He

13 didn't deposit that month. The money that he gave me every

14 month, he didn't deposit that month. He bought me the ticket

15 with that money.

16 Q. So, the $475 that he would have paid

17 you went for the airline ticket?

18 A. That is right. He said he couldn't pay

19 for my trip to Peru.

20 Q. Now, did Mrs. Robertson, Sr., give you

21 a gift of money?

22 A. Yes. I think it was $300 or $200.

23 Q. And in 1973, your checks indicate that

24 you paid Eastern Air Lines $483.90. Was that for your trip?

1 A. For my trip to Peru, yes.

2 Q. So, you have already been one time this

3 year?

4 A. Yes, sir.

5 Q. And you paid for that out of the money

6 that Mr. Robertson has been giving you?

7 A. Well, there is no other source.

8 Q. Is it your plan to return home once a

9 year? Is that the idea?

10 A. Well, I imagine so. In my life, I have

11 been travelling all the time. And then my husband and I used

12 to travel so long. And my parents are still alive. And I

13 wish I could do it.

14 Q. Now, from August through December of 1971,

15 I notice that your checks total $1,828.80, if I have added

16 them up correctly, and that the checks to your family which

17 you say were gifts in 1971 amount to $595 --

18 A. Excuse me. When was that?

19 Q. From August through December of 1971.

20 This is after the separation.

21 A. Well, my father and mother's birthdays

22 are in October.

23 Q. I am just saying what the figures are.

24 A. What do you want me to tell you?

1 Q. What I am saying is that you gave your
2 family gifts of money of $595 during this period of time.
3 That is what the checks add up to.
4 A. If the checks say so, Mr. Anderson, you
5 are right.
6 Q. And that is included in the $1,800, in
7 round figures, that you disbursed from your checking account
8 during this period?
9 A. You are not counting the time that I
10 have been staying in Peru and I have to pay for whatever I
11 need to live. Or are you?
12 Q. I am including all of the checks that
13 you have disbursed.
14 A. Well, I spend almost $600 this last trip
15 in Peru.
16 Q. Well, during this four-month period,
17 the amount of the $475 would equal $1,800?
18 MR. CHAPPELL: I don't understand the
19 question, Mr. Anderson. Say that again.
20 BY MR. ANDERSON:
21 Q. During the four months -- that is, from
22 August through December -- that is a period of four months --
23 A. I sold $1,000 worth of stocks.
24 Q. No. I am referring to your checks. You

1 $1,800 for that period of time. And if you multiply $475
2 by four -- which is the cash that Mr. Robertson has been
3 giving you -- it would come to $1,800. That is what I am
4 saying. And of that sum, you paid to your family in gifts
5 $595. Now, was your standard of living any different during
6 that period of time than it was when you were living with
7 Mr. Robertson?
8 A. Yes, it was, Mr. Anderson. Because I
9 was almost dying. I was so ill and so sick and so abandoned
10 that I just wanted to die. So, my standard of living --
11 you cannot compare it with right now or my standard of living
12 with my husband. Because it was when my husband abandoned
13 me. So, it is not a normal case.
14 Q. You mean you were depressed mentally?
15 Is that what you mean?
16 A. I wasn't mentally ill. But I was very
17 sick.
18 Q. Now, in 1972, if I have added up your
19 checking account disbursements correctly -- and this is for
20 the entire year -- it amounts to $6,400. And of that sum,
21 $2,336.54 was paid to this Mr. Arce, for which you were
22 reimbursed?
23 A. Right.
24 Q. So, your total disbursements from your

1 checking account, including everything -- but not including
2 the disbursements to Mr. Arce -- amounted to $4,063. Now,
3 my question is this: You received from Mr. Robertson in
4 cash twelve times $475, which would be $5,700. So, that
5 gives you an excess of something like $1,700. Now, did
6 you save that money?
7 A. I don't know what you are asking me.
8 The total of the year came to --
9 Q. Here -- let me show you this. Do you
10 see this tape here?
11 A. Yes, sir.
12 Q. That tape represents all of the checks
13 for 1972. And it comes to $6,400. Do you see that?
14 A. Right.
15 Q. Now, of that sum, $2,336.54 would be
16 deducted, because that is money that you paid Mr. Arce and
17 he paid you back, you see.
18 A. Yes, plus this $1,000.
19 Q. Yes. That is the $1,000 and the $1,300.
20 That would be $2,300.
21 A. Right.
22 Q. Now, if you deduct that from the $6,400
23 figure, you arrive at $4,063.
24 A. Yes.

Q. Now, that includes all money that you spent in 1972. Whereas, you actually received from Mr. Robertson $5,700, which is roughly $1,700 in excess of what you spent. Do you follow me on that?

A. I spent more than what I got?

Q. No. You got more than you spent. You got $1,700 more than what you spent by check.

A. Yes.

Q. Now, what did you do with that $1,700?

A. Well, Mr. Anderson, the money that I am saving, that is the account of the $4,000. I don't have any more money than that.

Q. Now, in 1973, I notice that there are certain items that you spent money for. Well, we have already gone over the Eastern Air Lines ticket. But you paid Mr. McDougle, I believe, $550, didn't you?

A. Yes.

Q. And then you paid the Country Club of Virginia $645. You paid Schwarzschild for the appraisal $150. Now, certainly, two of those expenses are expenses incident to this litigation? Is that correct?

A. Yes.

Q. And your tuition fee or your initiation fee at the Country Club is not a recurring item?

A. It is once in a lifetime, yes. Exactly.

Q. One time?

A. Exactly.

Q. Now, you also paid Lane's Secretarial Service three checks. What was that for?

A. For papers that I wanted to present to Mr. Chappell. I don't type. I don't have a typing machine. And they have to be redone. And I have copies.

Q. So, those three items of expense were in connection with this litigation also?

A. Yes, sir.

Q. Who is Walter Pinochet?

A. He is a friend of mine that works as a steward in the company. And they cannot get dollars very easily in Peru. He provided me the soles and I sent him the check from here.

Q. He provided you with what?

A. Soles. The Peruvian currency.

Q. Was that to spend while you were over there?

A. Right.

Q. Now, it is true, is it not, Mrs. Robertson, that you started out with approximately $7,000 to $8,000 in stocks, and you still have that?

A. Well, no. I started with $9,000 or $10,000. At a point, I took some, I think, for a trip that my husband didn't have at that time. Then I took another $1,000 to help my father's operation and to have just some extra. And this $1,000 or $1,500 I sold lately.

Q. I want to ask you a few questions about the furniture. Mrs. Robertson, Sr., would it be fair to say, owns the bulk of the furniture at your apartment?

A. What do you mean "furniture"? If you can make it a little more explicit.

Q. I beg your pardon?

A. You mean furniture?

Q. Yes.

A. Yes. She owns mostly all of it.

Q. And this furniture is furniture that came to her by the will of her mother, was it not? Do you know that?

A. I don't know where that furniture came from. I know that they have it. And we didn't have anything. And they were very kind to give it to us on a loan. I don't know where it came from. We have a Korean cabinet that my father acquired while he was on one of his trips, I think. I don't know.

Q. Well, let me ask you this question: Did

you know that this furniture at one time was at Meadow Farm in Orange County?

A. No, I didn't know.

Q. I am mistaken about that. Did you know that it was at 2325 Monument Avenue, where Mrs. Helen Taylor lives?

A. I didn't know that it came from there. I know now that some pieces were at 2325 Monument Avenue. But at that time, I didn't know.

Q. Has she been to your apartment?

A. Mrs. Taylor?

Q. Yes.

A. Yes.

Q. Has she talked about any of these items of furniture that were once in the home where she is now living?

A. Yes.

Q. Did you know that she disputed the ownership of this furniture with Mrs. Robertson, Sr. at one time?

A. Yes, I knew.

Q. Who was it that suggested to you that you get Mr. Reese to appraise it?

A. Mrs. Taylor.

Q. Mrs. Taylor did?

A. Yes.

Q. Was it her suggestion that you have it appraised?

A. Yes. Because she told me that it was my furniture. I never have lived in this country before. And as I told you before, Mr. Anderson, my husband was the one who did everything -- policies, insurance, everything. I don't have family here. And nobody came to help me, and she offered herself to come and help me and advise me.

Q. Has she been helping you and advising you throughout this litigation?

A. She recommended me to Mr. Reese.

Q. Has Mrs. Taylor been advising you about the litigation here -- about the divorce?

A. No. She has been helping me morally more than anything else.

Q. Has Mrs. Taylor told you what a bad person your husband is?

MR. CHAPPELL: May it please the court, I think that is highly inappropriate.

THE COURT: Isn't Mrs. Taylor out here?

MR. ANDERSON: Yes. She is going to testify. That is what Mr. Chappell says.

MR. CHAPPELL: She may or may not. But

1 whether she does or doesn't testify --
2 THE COURT: Well, I don't see that it
3 has got a lot to do with it one way or the other. But I
4 would suspect that if she contended with his mother about
5 the furniture, the answer would be pretty obvious. But I
6 don't see that it has got anything to do with what I have got
7 to decide. I don't think Mrs. Taylor has given this woman
8 any legal advice and we are trying this case on the law.
9 I certainly think we are going too far down dark alleys now.
10 Is it your position that she has un-
11 justly influenced this woman to bring this litigation? Is
12 that your position?
13 MR. ANDERSON: Not to bring the litiga-
14 tion, but I think she is an influence, yes, sir.
15 THE COURT: I would think so. She says
16 she has been helping her morally.
17 MR. ANDERSON: Right.
18 MR. CHAPPELL: I object to any testimony
19 concerning what somebody else has said to my client about
20 the conduct of her case.
21 THE COURT: Well, of course, let's put
22 the shoe on the other foot. If this witness wanted to
23 testify as to what Mrs. Taylor advised her, it would be ob-
24 jectionable.

MR. CHAPPELL: It certainly would.

MR. ANDERSON: I haven't asked her that.

THE COURT: You asked her didn't she tell her that her husband was a bad man?

MR. ANDERSON: Yes, sir.

THE COURT: Well, I think that is advising her. Certainly, if she wanted to volunteer on direct examination what Mrs. Taylor had told her, you would be the first to object, I would think. Let's assume she did tell her that. I don't see that it makes a great deal of difference. As I said, you have already indicated that she disputed the ownership of the furniture. I think if she did tell her that, that doesn't make it so. And if she didn't tell her that, it doesn't make any difference either.

MR. CHAPPELL: I renew the objection, your honor.

THE COURT: I will sustain the objection.

BY MR. ANDERSON:

Q. I would like to ask you this question, Mrs. Robertson: Before you instituted this suit, was it your intention to institute it on the grounds of the one-year separation rather than adultery?

MR. CHAPPELL: May it please the court,

1 I object most strenuously. Mr. Anderson is attempting, by
2 his questions, to inject himself in the attorney-client
3 relationship. That is most improper.
4 THE COURT: Objection sustained. And
5 on reconsideration, I am going to let the witness answer the
6 other question, the prior question, for this reason: It may,
7 in the event Mrs. Taylor testifies, help the court to arrive
8 at her credibility by helping the court to determine whether
9 or not she has any feeling for or against the defendant.
10 And for that reason, I am going to allow the question to
11 be answered -- not for the truth or falsity of it, but to
12 help me judge her credibility if she testifies.
13 MR. CHAPPELL: I, of course, except
14 to the ruling of the court.
15 THE COURT: Yes, sir.
16 BY MR. ANDERSON:
17 Q. Would you answer this question: Has
18 Mrs. Taylor spoken derogatorily about Mr. Robertson?
19 A. Yes, she has.
20 THE COURT: I don't think any of us
21 are surprised, the way the facts have developed here.
22 BY MR. ANDERSON:
23 Q. Has her statement and her attitude
24 toward Mr. Robertson had any influence on you and your

attitude toward him?

A. No, sir.

Q. It has not?

A. It has not. And she hasn't led me on anything. That is why I have a counsellor. And he is advising me.

MR. CHAPPELL: I renew the objection.

THE COURT: Of course. I understand.

MR. CHAPPELL: I had to be consistent, your honor. I couldn't object to one without objecting to the other.

MR. ANDERSON: I have no further questions.

THE COURT: Do you have any redirect?

MR. CHAPPELL: Yes, sir. Very briefly.

REDIRECT EXAMINATION

BY MR. CHAPPELL:

Q. My notes indicate that during the course of cross examination by Mr. Anderson, you commenced to say that Mrs. Wagner and your husband paid you a visit one early morning. And you never had an opportunity to complete that. When did that take place?

A. That took place while he was still living in my apartment -- I mean, sleeping in my apartment. He called

me at 1:00 in the morning.

Q. Approximately what month and year?

A. It must have been around June. I can't tell you for sure.

Q. What year?

A. 1970. Before he left the apartment.

Q. 1970 or 1971?

MR. ANDERSON: You are leading her. But go ahead.

THE WITNESS: 1971.

BY MR. CHAPPELL:

Q. What happened?

A. Well, he told me that Katheryn Wagner wanted to talk to me if I wanted to talk to her. I said, "Well, of course, why not?" I thought it was going to be a conversation on the phone. But at this point, I kept on waiting and waiting and nobody came to the line. So, I decided that they were coming to the apartment. So, about 2:00 o'clock in the morning, they came to see me -- my husband and Mrs. Wagner.

Q. Without going into the details of the discussion, what was the substance of the visit?

A. Well, she told me that she and my husband were in love.

1 Q. Did she indicate that they planned to be
2 married?
3 A. No.
4 Q. What else did she say?
5 A. That it wasn't what I thought: That my
6 husband loved me and have a great admiration for me. Which
7 really was very unusual. At first, she asked my husband to
8 get out of his own home because she wanted to talk alone
9 with me. Which he did. And it just was a very, very un-
10 pleasant situation.
11 Q. What time did she leave?
12 A. She left about quarter to three or 3:30
13 and my husband took her home. Which I didn't know at that
14 time where she was living. And he came back to my bed.
15 Q. Now, Mr. Anderson inquired about your
16 brother-in-law having treated you as a gynocologist.
17 A. Yes, sir.
18 Q. Are you still under his care?
19 A. Well, I should go once a year. I talked
20 to him about fees and all that. And he said he would be
21 delighted to see me. And I said, "Well, I wish the situation
22 was different."
23 Q. What other doctors do you see?
24 A. Dr. Bill Martin.

Q. Is Dr. Martin your regular physician?

A. My regular physician since I first came here, yes.

Q. What kind of treatment does he give you?

A. Well, at the beginning, he gave me these tranquilizers. I couldn't sleep. I was very nervous, and I was anemic. So, he gave me a lot of iron pills. And I still, of course, cannot sleep very well. And that is why I am joining all of these clubs -- to be able to rebuild my life again.

Q. Now, when you responded to Mr. Anderson on that, you said you saved money "by living like a miser." Would you tell the court what things you have cut out or done without during this period in order to build up your bank account for an emergency?

Q. Let's take specific items. In response to Mr. Anderson's questions, you mentioned the maid. Is that one area?

A. One area, yes. I have a maid twice a month now. I haven't used any dry cleaning since last October.

Q. You haven't used any dry cleaning since last October?

A. That is right.

Q. What do you do with your clothes?

A. I have plenty of clothes. My father-in-law used to say I was one of the women to have more shoes and more clothes. Now I have polyester, and I wash them myself.

Q. What else?

A. I have cut as much as I can for myself especially.

Q. How about trips to the hairdresser?

A. Well, no, not at all.

Q. Do you mean you do go or you don't go?

A. I don't go now. I used to.

Q. You formerly did?

A. I formerly did, yes.

Q. What other areas? How about your food and your household expenses?

THE WITNESS: Well, I cut out as much as I could, your honor. I knew that this problem was coming. And I didn't have any other source of income. As I worked once, I know how to face the situation when it happens.

MR. CHAPPELL: Mr. McDougle, please.

S. K. McDOUGLE, JR., being first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. CHAPPELL:

Q. State your name and age.

A. S. K. McDougle, Jr.

Q. What is your age?

A. Forty-nine.

Q. Where do you live?

A. I live in Hanover County.

Q. What is your business, Mr. McDougle?

A. I have a detective agency in Richmond.

Q. How long have you been so engaged?

A. Twenty-eight years.

Q. You were employed by Mrs. Robertson here?

A. Yes, I was.

Q. Approximately when?

A. In October of 1972.

Q. What did you do in carrying out your employment? And refer, wherever possible, to specific dates.

A. Following my employment by Mrs. Robertson, I found that Mr. Robertson, in October of 1972, was spending right much time in the Lexington Tower. Or, his car was

1 parked in back of the Lexington Tower in downtown Richmond.
2 On November 14, 1972, at 12:05 a.m., I
3 located Mr. Robertson's car. AFE-003 is the license number.
4 It is a Buick automobile. And I found that Mrs. Katheryn
5 Wagner had Apartment 1409 on the fourteenth floor of the
6 Lexington Tower Apartments. On this occasion, at 12:10 a.m.,
7 the lights were on and they went off in the apartment at
8 1409 at 104 West Franklin Street.
9 THE COURT: What time was that?
10 THE WITNESS: 12:10 a.m. And I waited
11 in the area. And I waited there until 1:30 a.m. The lights
12 remained off. And Mr. Robertson's car was parked in the back
13 of the Lexington Tower. I discontinued on that occasion and
14 returned at 5:00 a.m. And his car was parked in the same
15 position and had not been moved.
16 BY MR. CHAPPELL:
17 Q. How did you know it hadn't been moved?
18 A. Earlier in the night, I put a match stick
19 under the back tire of the car. And the stem was still there
20 the next morning.
21 Q. Go ahead.
22 A. On this occasion, at 6:14 a.m., the
23 lights came on in Apartment 1409.
24 THE COURT: And this is, as I have got it,

1 November 14th?

2 THE WITNESS: That is correct, yes, sir.
3 And at 6:29 a.m., I moved around -- well, I was in a posi-
4 tion about a block from the apartment at the old Cecil Long
5 Garage, which is located on Grace Street. And I was using
6 a pair of field glasses to watch the apartment on the four-
7 teenth floor. I went around to the back of the apartment in
8 the Lexington Tower. At 6:29 a.m., Mr. Robertson walked
9 down the hall and came out of the back door of the apartment
10 building and got in his car and drove off on the east side
11 of the building towards Franklin Street. I discontinued
12 on this occasion.

13 The next occasion would be on the same date,
14 on November 14th. At 7:00 p.m. in the evening, I located
15 Mr. Robertson's car again parked at the Lexington Tower.
16 And the lights were on in the apartment at 1409. From time
17 to time, with field glasses, in the same position at the
18 Cecil Long Garage, I could see Mr. Robertson and, on occasion,
19 Mrs. Wagner, if they got close to the picture window. The
20 drapes were always open.

21 At 11:20 on this night, the lights went off
22 in the apartment. And as seen from my position, the apart-
23 ment was in total darkness. I drove around to the back of
24 the apartment building and again put the match stem under

1 the tire of Mr. Robertson's car. I went back in the posi-
2 tion to observe the apartment. And at 1:30 a.m., the lights
3 were off in the apartment. I did not see anyone leave the
4 building, and I discontinued right after that.
5 And at 4:45 a.m., I returned to the car.
6 THE COURT: Wait a minute. This 1:30
7 would be the following morning, wouldn't it?
8 THE WITNESS: The 1:30 would be the
9 following morning, that is correct. Which would be November
10 15th.
11 THE COURT: And at 4:45, you did what?
12 THE WITNESS: I came back to the apart-
13 ment and located the car. The car had not been moved. And
14 I went around in a position to observe apartment 1409. And
15 at 6:15 a.m., the lights came on in the apartment. And at
16 6:27 a.m., the lights went off in the apartment, and at
17 6:30 a.m., Mr. Robertson again came out of the back door
18 of the apartment building and walked to his car.
19 On this occasion, as on other occasions,
20 he was wearing glasses. He had a tan overcoat on and no hat.
21 He got into his car and drove off to Franklin Street on the
22 east side of the apartment building, made a left turn on
23 Franklin, and drove down Adams to Main Street, and then
24 continued west on Main Street. I discontinued on this occasion.

1 The next occasion would be November 15th,
2 the same date, at 7:30 p.m. Again, I found Mr. Robertson's
3 car parked in the back of the Lexington Tower. I parked
4 in the position at 7:31 to observe the apartment at 1409.
5 The lights were on in the apartment. And on occasions, Mr.
6 Robertson could be seen, as well as Mrs. Wagner, walking
7 around in the apartment. At 6:28 p.m., the lights were off
8 in the apartment.
9 THE COURT: Wait a minute. At what time?
10 6:28, did you say?
11 THE WITNESS: I am sorry. At 11:28 p.m.
12 I remained in the area until 12:10 a.m., which would be just
13 after midnight. Mr. Robertson's car was still parked in
14 the same position. The lights were off in the apartment.
15 And I discontinued.
16 I returned at 5:00 a.m. The car was
17 still there. And at 6:16 a.m., the lights came on in the
18 apartment, and at 6:25 a.m., the lights went out. And at
19 6:27 a.m., Mr. Robertson left the apartment building, walked
20 to his car, and drove off again. And at 6:30 a.m., I dis-
21 continued.
22 The next occasion was November 16th at
23 6:00 p.m. Again, I located Mr. Robertson's car parked in
24 the apartment building lot. And at 8:30 p.m., I returned

1 to the Lexington Tower, and his car was still parked there.
2 And the lights were on in the apartment. At 11:28 p.m., the
3 lights were off in the apartment. I waited in the vicinity.
4 At 12:10 a.m., on November 17th, I discontinued. Mr. Robert-
5 son's car was still parked in the back of the apartment
6 building.
7 At 5:00 a.m., the following morning, I returned.
8 And at 6:18 a.m., the lights came on. When I got there at
9 5:00 a.m., the apartment was in darkness. At 6:18, the lights
10 came on in the apartment. At 6:26 a.m., the lights went
11 off and at 6:30 a.m., Mr. Robertson left the rear of the
12 apartment building, as he had before. And he drove off in
13 his car. And I discontinued after that.
14 The following occasion was on December 2,
15 1972. And at 11:00 p.m., my wife and I drove over to the
16 apartment area. At 11:45, Mrs. Robertson joined us. And
17 Mr. Robertson's car could not be found. There was a light on
18 in the apartment. And we waited in the back of the apart-
19 ment building in the position to observe the apartment. Mr.
20 Robertson arrived with Mrs. Wagner at 1:10 a.m. They pro-
21 ceeded west on Grace Street and turned into the Lexington
22 parking lot. Mr. Robertson parked on the west side of the
23 parking lot. And he went around to the other side of the
24 automobile and opened the door for Mrs. Wagner. She got out

of the car. They embraced at the side of the automobile. After a short time, they walked together and entered the Lexington Tower from the rear door. And a few minutes later, we pulled around to the same vantage point as before, at the Cecil Long garage. And as they entered the apartment, we could see Mr. Robertson and Mrs. Wagner as they were in the apartment.

At 1:35 a.m., with my wife and Mrs. Robertson, we went over to the Berkshire Apartments to Mrs. Robertson's apartment. And then we went to the roof of the Berkshire. From that point -- which is approximately a block or maybe a little bit more from the Lexington Tower -- you are looking down more or less on the apartment at 1409 approximately, as I said, about a block or so west. From this point, we could see Mr. Robertson and Mrs. Wagner in the apartment. We could not see them on all occasions. In the living room, if they went to the left or to the right, they were out of our view. At 3:00 a.m., we discontinued. Mr. Robertson was still in the apartment on this occasion. The lights were on in the apartment. When we left the roof of the Berkshire, the lights were still on. And we discontinued on that occasion.

The next occasion was December 7, 1972. And at 10:00 p.m., I went up to the roof of the Berkshire. And

1 from time to time until about 10:30, at which time I dis-
2 continued, Mr. Robertson and Mrs. Katheryn Wagner could be
3 seen walking around in the apartment. When I left at 10:30,
4 the lights were still on, and Mr. Robertson was there. I
5 had other commitments. And I had to leave.
6 The next occasion was December 8, 1972. On
7 this occasion, at approximately 9:00 p.m., my wife and I
8 talked to Mrs. Robertson in her apartment at the Berkshire.
9 At approximately 9:15 p.m., I went to the roof of the Berk-
10 shire. The lights were on in the apartment at 1409. But I
11 did not see either of the parties on this occasion. I waited
12 until 1:30 a.m., and discontinued. Neither Mr. Robertson
13 nor Mrs. Wagner were seen. His car was not in the lot. And
14 I discontinued on this occasion.
15 The next time was December 10, 1972 at 9:00
16 p.m., from the roof of the Berkshire. I could see Mr. Robert-
17 son and Mrs. Wagner in the apartment. The lights were on.
18 At 11:00 p.m., they were still there. Mr. Robertson's car
19 was parked in the lot. The lights were on. And at 11:20
20 p.m., I discontinued. My wife and I left the Berkshire.
21 The next occasion was on December 11, 1972
22 at 9:40 p.m. Mr. Robertson and Mrs. Wagner were in the
23 apartment. At 9:55, I discontinued. The lights were on when
24 I left.

The next occasion was December 12, 1972, at 7:10 p.m. I located Mr. Robertson's car parked in the lot. The lights were on in the apartment. On this occasion, I did not go to the roof. I just made anote of the car being there.

The next occasion was December 14, 1972. My wife and I again talked to Mrs. Robertson in her apartment at the Berkshire. At 10:00 p.m., Mr. Robertson and Mrs. Wagner were in Apartment 1409 at the Lexington Tower. The lights were on. At 1:00 p.m., which would be December 15th --

Q. 1:00 p.m. or 1:00 a.m.?

A. I am sorry. 1:00 a.m., on December 15th. The lights remained on in the apartment and both Mrs. Wagner and Mr. Robertson were in the living room of the apartment. And during the time from 10:00 p.m. until 1:00 I could see Mr. Robertson and Mrs. Wagner as they passed in the living room. At 1:10 a.m., the lights were still on in the apartment. And it was on this occasion that I discontinued.

The next occasion was December 16, 1972, this being a Saturday night. At 10:30 p.m., accompanied by my wife, we went to the Berkshire and onto the roof of the Berkshire. On this occasion, at Apartment 1409 in the Lexington Tower, the lights were on and you could see in the apartment. The blinds on all occasions from this point were

1 open. This was looking into the picture window into the
2 living room.
3 At 11:25 p.m., Mrs. Robertson and my wife
4 and I went to the Lexington Tower and onto the Fourteenth
5 Floor to Apartment 1409. At 11:30 p.m., I rang the bell
6 at Apartment 1409. At 11:33 p.m., Mr. Robertson answered
7 the door.
8 THE COURT: What is the date here again?
9 THE WITNESS: December 16th. He was
10 wearing a black shirt. He had on dark trousers. And I asked,
11 "Is this Mr. Robertson?" And he answered by saying, "Yes,
12 it is." Mrs. Robertson was standing over to the side of the
13 door and I told him that I had somebody that wanted to speak
14 to him. He walked out the door in a position to see Mrs.
15 Robertson. And then I asked if we could come inside rather
16 than to create a scene. Someone was coming down the hall
17 at that time. And we walked into the living room at Apartment
18 1409. And Mrs. Katheryn Wagner was sitting on a sofa-type
19 hide-away bed. She was barefooted. Her hair was disarranged.
20 And there was a pillow on the sofa or the bed. She got up
21 and walked over and made the statement to Mrs. Robertson,
22 "Lucha, how could you do this?"
23
24

THE WITNESS: No. Mrs. Wagner stated to Mrs. Robertson, "Lucha, how could you do this?" I explained to Mr. Robertson who I was. I stated the nature of my business and that I had been employed by Mrs. Robertson to check on his activities during this time. After a short conversation that Mrs. Robertson had with Mrs. Wagner -- and it became a little heated -- I suggested to Mrs. Robertson that we leave. At which time we left the apartment.

BY MR. CHAPPELL:

Q. What floor was Apartment 1409 on?

A. On the Fourteenth Floor.

Q. In each instance in which you returned in the morning to find the automobile still parked at the Lexington Tower, you used either a match stick or something like that to indicate it?

A. That is right.

Q. Did you submit a bill to Mrs. Robertson for your services?

A. Yes, I did.

Q. What was the amount of that bill?

A. I have it here. It is strictly a daily

proposition. It was $50 based on eight hours. It amounted to a total of 11 days at $50 -- $550. Plus $25 for automobile expenses.

Q. Has this been paid?

A. Yes, it has been paid.

Q. By whom?

A. By Mrs. Robertson.

BY MR. ANDERSON:

Q. You say Mrs. Robertson employed you. Is she the one you talked to?

A. Yes.

Q. You didn't talk to anybody else?

A. I talked to Mrs. Robertson with Mr. Chappell in his office.

Q. Who determined how long you were to stay on this matter?

A. That was between Mr. Chappell and Mrs. Robertson.

Q. Was it decided that you were to do this surveillance, say, from November 14th through December 17th? Or were you going to do it seventeen times or any number of times?

A. There was no definite amount of times that we discussed. It was just that I should do it on these occasions. And that was mostly between Mrs. Robertson and Mr. Chappell.

Q. Were you reporting to Mrs. Robertson and Mr. Chappell?

A. Yes.

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10 BY MR. ANDERSON:
11 Q. I believe you said that December 16th
12 was the one time that you went to the apartment and knocked
13 on the door and the door was opened?
14 A. That is correct.
15 Q. How much time would you say elapsed
16 after your knock?
17 A. Three minutes.
18 Q. And when Mr. Robertson came to the door,
19 he was fully clothed?
20 A. That is correct.
21 Q. I believe you said he had on a black
22 shirt and dark trousers.
23 A. It was one of these turtle necks. I
24 don't know how to describe it. It was something that fitted

1 pretty tight. And there was a turtle neck to it, with grey
2 trousers.
3 Q. Well, was it black?
4 A. Yes.
5 Q. What else was said? What was said by
6 Mrs. Robertson? Well, you have told us that Mrs. Wagner
7 said to Mrs. Robertson, "Lucha, how could you do this?"
8 A. That is correct.
9 Q. Was there anything else said that you
10 can recall?
11 A. Mrs. Robertson was getting on her pretty
12 strong, I think, from the conversation. I did not know
13 before this time that Mrs. Robertson knew Mrs. Wagner and
14 had known her for some time. And from what I understood,
15 she knew her very well. I don't know whether they were real
16 friends or not. And there was some discussion by Mrs. Robert-
17 son as to her activities with her husband. And when it got
18 a little bit too heated, I thought it was time that she
19 should leave.
20 Q. Didn't Mrs. Robertson tell you that on
21 one occasion, Mrs. Wagner came over to the Berkshire to her
22 apartment and talked with her?
23 A. Is this prior to December 16th?
24 Q. Yes.

A. No.

Q. She did not tell you that?

A. No. I don't recall her saying anything about it. I will put it that way. I know that in the conversation -- well, I don't know whether it was then or some other time -- but Mrs. Robertson said that Mrs. Wagner had been at her home. Now, whether that was in her home or apartment or what have you, I don't know. But I believe it was for a meal.

Q. Did Mrs. Robertson point out the apartment? Did she tell you that her husband was having an affair with Mrs. Wagner and where Mrs. Wagner lived and the apartment, et cetera?

A. No, she did not. She told me that she had information that Mrs. Wagner was staying at the Lexington Tower. The number of the apartment I found out on my own. She did not know that at that time.

Q. But she did tell you that her husband was having an affair with Mrs. Wagner?

A. She said that Mrs. Wagner was living at the Lexington Tower. And at that time -- and I don't know how or why -- but she was suspicious of this particular woman.

Q. That is the information -- that she was just suspicious?

A. Well, that is what I was led to believe. Now, how suspicious, I don't know.

MR. CHAPPELL: Call Mrs. Lane.

MRS. JOHN HOWARD LANE, being first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. CHAPPELL:

Q. State your name.

A. Mrs. John Howard Lane.

Q. Where do you live, Mrs. Lane?

A. At the Berkshire.

Q. How old are you, Mrs. Lane?

A. Sixty-eight.

Q. Do you live in the near vicinity of the apartment occupied by Mrs. Walter Robertson, Jr.?

A. I live just opposite her.

Q. How long have you lived there?

A. Four years.

Q. And you were living there during the period of time when Mr. Robertson, Jr., lived with his wife?

A. Yes.

Q. I direct your attention to August 11, 1971, and ask you if you know what happened on that day with reference to Mr. and Mrs. Robertson?

A. I believe Mr. Robertson left the house.

Q. Has he come back to live there since then?

1 A. No, not that I know of.

2 Q. Do you have occasion to meet and talk

3 with Mrs. Robertson, Jr., on a day-to-day basis?

4 A. I talk with her every day. She is my

5 best friend.

6 Q. And you have done that, I take it, ever

7 since you have been there?

8 A. Well, we became very close when Mr.

9 Robertson left her, because she was all by herself and very

10 miserable and ill. And it was a nightmare. So, I had to

11 take over, because she had nobody to take care of her. And

12 she was not well healthwise.

13 Q. So, since August 11, 1971, Mr. Robertson

14 has not come back to the apartment to live with his wife?

15 A. To live?

16 Q. Yes.

17 A. No, I don't think so.

18 Q. Well, have you seen him living there

19 since then?

20 A. No, no.

21 Q. And seeing her every day, you would be

22 likely to know this, would you not?

23 A. Oh, yes, I think so.

24 Q. Do you know of any reason that Mrs.

1 Robertson would have given him to justify his leaving?
2 A. No. Never. I still don't.
3 THE COURT: I think that calls for a
4 terrific conclusion. But you find it in every set of depo-
5 sitions. I think it is admissible for whatever it is worth.
6 BY MR. CHAPPELL:
7 Q. I didn't get your answer.
8 A. I didn't understand you. My English is
9 not very good. You have to excuse me.
10 Q. I asked you if you knew of anything
11 that Mrs. Robertson had done that would have justified her
12 husband leaving?
13 A. No. I don't know anything about that.
14 Q. And, to your knowledge, Mrs. Robertson
15 has lived at the Berkshire in this apartment near yours
16 during the four years that you have been there?
17 A. Yes.
18 Q. Continuously?
19 A. Continuously, yes.
20 THE COURT: In the ordinary course of
21 events, you see her every day?
22 THE WITNESS: Three, four, or five times
23 a day.
24 THE COURT: She has been there all that

time?

THE WITNESS: Yes.

MR. CHAPPELL: I have no further questions.

THE COURT: All right.

CROSS EXAMINATION

BY MR. ANDERSON:

Q. Mrs. Lane, you said your English is not good. What nationality are you?

A. My father was Austrian and my mother was French.

Q. Do you live alone?

A. No. With my husband.

Q. Are you a naturalized citizen?

A. Yes.

Q. Is your husband a United States citizen?

A. Yes. He is a retired tobacco man.

Q. What tobacco company?

A. Philip Morris. He was manager in Turkey, Iran, Greece, Italy, and France. He was managing the whole thing.

Q. Is he French or Austrian?

A. No, no. He is American.

Q. You say you and Mrs. Robertson have

1 become very close friends since Mr. Robertson left?

2 A. Yes.

3 Q. Do you know approximately when it was

4 that he left?

5 A. Well, it is two years ago. We have been

6 very, very close since Mr. Robertson left.

7 Q. Did you have occasion to talk with Mr.

8 Robertson?

9 THE COURT: Unless you want to test

10 her on it, she started off by saying August 11, 1971 was

11 when Mr. Robertson left.

12 MR. ANDERSON: I didn't catch that.

13 THE COURT: That is what she said.

14 BY MR. ANDERSON:

15 Q. Have you had occasion to talk with Mr.

16 Robertson?

17 A. On several occasions, yes.

18 Q. Did you find him a pleasant and agreeable

19 person?

20 A. Very pleasant. Very polite always.

21 Q. Have you been entertained in the apart-

22 ment of Mrs. Robertson?

23 A. Yes.

24 Q. Since he left?

1 A. Yes. Several times.

2 Q. Would this be at a dinner party?

3 A. Yes. A dinner party with Mrs. Robertson's

4 friends and mine.

5 Q. How many people would be present?

6 A. Oh, sometimes four. Sometimes eight.

7 Sometimes fifteen.

8 Q. Would Mrs. Robertson serve drinks and

9 dinner on these occasions?

10 A. Yes.

11 Q. Is she a very good cook?

12 A. She is a wonderful cook.

13 Q. Did she look well-groomed?

14 A. The best.

15 Q. Do you know that she makes many of her

16 own clothes?

17 A. Yes. She is very talented.

18 Q. Has she ever made anything for you?

19 A. Oh, yes.

20 Q. She has?

21 A. Yes.

22 Q. Any clothes?

23 A. Yes, because she is sweet. And she wanted

24 to make something for me. And she did a few things, yes.

1 Q. How would you characterize her wardrobe
2 that you have seen? Would you say that it is a very fine
3 wardrobe?
4 A. A wonderful wardrobe. To my knowledge,
5 she is one of the best dressed women I know. I mean, taste.
6 I mean, she has very good taste.
7 Q. Of course, she hasn't appeared in the
8 national vote as one of the ten best-dressed women, as far
9 as you know, has she?
10 A. No. I don't mean that. That is my
11 opinion. Take it as you like.
12 Q. Were you entertained in the Robertson
13 apartment when Mr. Robertson was living there?
14 A. One time I remember the four of us had
15 dinner -- my husband, myself and Mr. and Mrs. Robertson.
16 Q. Do you know whether Mrs. Robertson has
17 a maid? Or does she do most of her own work?
18 A. She has a maid.
19 Q. Does she have a maid now?
20 A. Yes.
21 Q. How often does she come in?
22 A. We have the same maid.
23 Q. You have got the same maid?
24 A. Yes.

Q. How many days a week do you have the maid?

A. I have her once.

Q. How many days a week does Mrs. Robertson have her?

A. She has her once.

Q. And I suppose she works for other people in the apartment building on the other days of the week?

A. Yes, she does. She only works in the apartment building.

Q. How long has this been going on?

A. What?

Q. The maid. Having a maid once a week.

A. She had another maid which got very sick. And she couldn't come to work. And then she remained for quite some time without a maid. And then I proposed her my maid. And she took her. And now she has her regularly.

Q. You say you have lived there four years?

A. Yes.

Q. Has she had a maid once a week for four years, so far as you know?

A. I couldn't say that exactly. But now she has her regularly.

Q. And before, you are not certain whether

she had her regularly?

A. Well, to my knowledge, she always had a maid.

Q. One day a week?

A. Yes.

1 MR. CHAPPELL: Call Mrs. Helen Marie Taylor.

2

3 MRS. JAQUELIN E. TAYLOR, being first duly sworn,
4 was examined, and testified as follows:
5 DIRECT EXAMINATION
6 BY MR. CHAPPELL:
7 Q Tell us your name and your address.
8 A Mrs. Jaquelin E. Taylor. Helen Marie
9 Taylor.
10 Q Where do you live?
11 A I live at 2325 Monument Avenue. And also
12 in Orange, Virginia at Meadow Farm.
13 Q How old are you, Mrs. Taylor?
14 A I will be fifty in November.
15 Q What is your relationship with Walter S.
16 Robertson, Jr.?
17 A I am doubly related to Mr. Robertson. He
18 is, of course, my nephew-in-law. And he is also my cousin
19 through the Taylor side of the family.
20 Q You were a Taylor before you were married?
21 A Yes. Mr. Taylor and I are cousins.
22 Q Could you tell me when and where Luisa
23 Pinillos Robertson and Walter S. Robertson, Jr. were married?
24 A They were married in, I believe, Lima, Peru

1 in June.

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23 BY MR. CHAPPELL:

24 Q Would the date June 19, 1965 sound accurate?

1 A Yes. In Lima, Peru.

2 Q Are both the plaintiff and the defendant

3 domiciled in the State of Virginia?

4 A Yes.

5 Q And have both of them been actual bona

6 fide residents of the State of Virginia and the City of Richmond

7 for more than one year?

8 A Yes. Since their marriage.

9 Q They have lived here in Richmond since

10 1965?

11 A Yes.

12 Q Are both the plaintiff and the defendant

13 members of the white race?

14 A Yes.

15 Q Are both over the age of 21 years?

16 A Yes.

17 Q And neither is a member of the armed forces

18 of the United States?

19 A No.

20 Q Were any children born of the marriage?

21 A No. No children.

22 Q Where did they live as man and wife inthe

23 City of Richmond? What was the address?

24 A They did and do live at 300 West Franklin --

1 the Berkshire Apartments. Mr. Robertson has moved away from
2 the apartment, but Mrs. Robertson still occupies the apartment
3 that they had.
4 Q I direct your attention to August 11, 1971
5 and ask you if anything occurred on that date with reference to
6 Mr. and Mrs. Robertson?
7 A Yes. That is when Mr. Robertson left and
8 moved to Milburn.
9 Q And he has not returned to live in the
10 apartment since that time?
11 A Not to my knowledge.
12 Q Do you visit in the apartment frequently?
13 A Yes.
14 Q You have not seen that he had returned since
15 then?
16 A No. He has things in the apartment, but he
17 has never been back to live.
18 Q Did you have occasion to visit the apartment
19 and Mr. and Mrs. Robertson before their separation?
20 A Yes. However, I mainly came in contact with
21 Mr. and Mrs. Robertson at Milburn, where they were often enter-
22 tained by Mr. Robertson's mother and father -- particularly in
23 family or holiday seasons and things of that sort.
24 Q Could you very briefly describe the

1 apartment in which Mr. and Mrs. Robertson lived?

2 A Yes. It is a small but very elegant apart-

3 ment in, I suppose, what would be considered one of Richmond's

4 nicest apartment buildings. And it is certainly a very pleasant

5 address, across from the Commonwealth Club. It is elegantly

6 furnished with many lovely antiques and paintings. And they

7 have lovely silver and linens. And Mrs. Robertson has become

8 a very lovely hostess and homemaker.

9 Q By whom is Mr. Walter S. Robertson employed?

10 A He is employed by Universal Leaf Tobacco

11 Company, the company that his grandfather founded. He is a

12 Vice-President there.

13 Q Does his job require him to travel?

14 A Yes. He travels about three months of the

15 year -- a couple of months in South America, I think, and about

16 a month in Europe.

17 Q Was this his practice -- that is to say,

18 with reference to travel -- during the period when he was living

19 with his wife?

20 A Yes. And she accompanied him on a good many

21 of his trips. And if we are to believe all the nice things we

22 heard from Universal Leaf, she was a great help to him in his

23 work, because she --

24 MR. ANDERSON: We object to this, if Your Honor

1 please, as hearsay.

2 THE COURT: Well, it is hearsay, and it was

3 unresponsive also.

4 BY MR. CHAPPELL:

5 Q During the marriage, has Mrs. Robertson,

6 Jr. been employed?

7 A No. She has been very active in continuing

8 courses, studying classical guitar, and taking art lessons, and

9 design courses at the Virginia Museum. And she is a very tal-

10 ented person. But she has not been employed. I guess you

11 would say profitably employed.

12 Q What about Mrs. Robertson's clothing, her

13 grooming, and her jewelry? How would you describe that?

14 A Well, she is noted for being exquisitely

15 groomed and dressed. She has made, I think, a great many lovely

16 things since she has been married to Mr. Robertson. I am not

17 sure she didn't develop this -- well, you could almost say I am

18 sure she did develop this talent in order to be able to have

19 the elegant clothes and to save him money. She had, before her

20 marriage, bought jewelry continually for herself. And after

21 their marriage, he continued to give her several thousand

22 dollars worth of small jewelry -- tokens of some value.

23 MR. CHAPPELL: Those are all the questions I

24 have.

1 CROSS-EXAMINATION

2 BY MR. ANDERSON:

3 Q Mrs. Taylor, when did you first meet Mrs.
4 Luisa Robertson?

5 A Soon after their marriage, at Milburn.

6 Q Did you become a closer friend of hers after
7 the separation than you were before?

8 A Yes. Well, I don't know that you would say
9 a closer friend. What I would say, as so many people in Rich-
10 mond did -- well, we rallied to her support because of our
11 deep distress and concern primarily at that time over her
12 physical and emotional health. She was very ill. In fact,
13 she was quite desperately ill and had a very severe operation
14 and was in the hospital. And though she is better now, she is
15 a long way from being well. And she is deeply dependent on
16 sleeping pills and is under the care of doctors.

17 Q You have no medical background, do you?
18 You have no medical education?

19 A Well, perhaps no more than the next person.
20 I know that she throws up very often. She has an ulcerous
21 stomach. And when she stays with me and she is in the state of
22 emotional upset, she throws up constantly. And her neighbors
23 and I and friends --

24 Q You mean when she is with you, she throws

1 up constantly?

2 A Yes. And Mrs. Lane, who is her close

3 neighbor, knows that she has a problem with this. If you are

4 trying to imply that she finds my presence sickening, I under-

5 stand you, Mr. Anderson.

6 Q I beg your pardon?

7 A I understand your implication. I reject

8 that.

9 Q Reject what?

10 A That being with me is the cause of her sick-

11 ness.

12 Q No. You mentioned that. I just wanted to

13 determine whether that was so. Would you be surprised if Mrs.

14 Robertson said that she was in good health now?

15 A By comparison, she is in good health. She

16 was flat on her back for many weeks and in the hospital with a

17 desperate operation.

18 Q Well, Dr. Claiborne took care of her, didn't

19 he? Dr. Herbert Claiborne.

20 A Yes. He operated on her. And I think that

21 was considered a success.

22 Q Many women have this type of operation, do

23 they not?

24 A I am not specifically referring to just that

1 operation. I am referring to the fact that she has a history
2 of an ulcer. And in a very difficult emotional thing, as this
3 desertion and abandonment and adultery case has been to
4 her -- it has been a very, very detrimental thing to her
5 health.
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DIRECT EXAMINATION

BY MR. CHAPPELL:

Q. Give us your name and address, please.

A. Katheryn Elizabeth Wagner. And I respectfully decline to reply to that on the grounds that it might tend to incriminate me.

THE COURT: The court rules that it has a right to know your address.

THE WITNESS: 104 West Franklin.

BY MR. CHAPPELL:

Q. What apartment number?

A. 1409.

Q. Are you employed?

A. I refuse to answer on the grounds that it might tend to incriminate me.

THE COURT: It isn't a catch-all.

MR. PARKERSON: If Your Honor please, it isn't a catch-all. But I might say that the framers of our present constitution had language from 1776, if your honor please, on this matter that we are dealing with here now. I might further observe that the freedom from compulsion from the testimonial aspect going back to the days of an inquisition by the state authority was one of the hallmarks to be guarded against. Now, she has her good reasons for

1 refusing in her judgment. And I would suggest that she has
2 a right to rely upon her judgment in that matter.
3 THE COURT: I am not going to let her
4 substitute her judgment by simply saying "I will state my
5 name," as they do in the federal courts, "and I will say
6 nothing more, and you can ask until doomsday." I think we
7 are a little bit more relaxed here.
8 MR. PARKERSON: We must object to re-
9 quiring or compelling her to answer the first question.
10 Your honor must recall only two witnesses back in which the
11 very questions were highlights of this testimony -- that
12 being the detective. I feel she has a perfect right to claim
13 her right on that question. We didn't raise a strenuous objec-
14 tion when you required her address and apartment number. But
15 this relates right to what an employed detective for the
16 plaintiff testified to before your honor. And I think,
17 really, the court would reconsider --
18 THE COURT: How much authority has this
19 court to grant immunity?
20 MR. PARKERSON: Complete.
21 THE COURT: From prosecution?
22 MR. PARKERSON: Oh, no. This court does
23 not have authority to grant immunity.
24 THE COURT: Why not?

1 MR. PARKERSON: Because the only
2 authority of the court would come from a statute. The
3 constitutional right she has cannot be superseded by a
4 statute. If your honor please, this was raised in a dueling
5 case. And down the line, they simply said that the grant of
6 immunity by a state cannot supersede the constitutional
7 protections that are raised.
8 THE COURT: How do they do it at all
9 in the federal system?
10 MR. PARKERSON: Thank goodness we are
11 not in the federal system.
12 THE COURT: I understand. But they do
13 grant immunity. And once they grant immunity, as I understand
14 it, the only grounds you can answer on is that it may tend
15 to incriminate you. And if you are granted immunity from
16 incrimination --
17 MR. PARKERSON: Your honor, I would
18 respectfully suggest that this court doesn't have the right.
19 I know of no authority that the court has to grant immunity.
20 THE COURT: Doesn't this court have
21 that right?
22 MR. PARKERSON: No, sir, it does not.
23 MR. CHAPPELL: If it please the court,
24 we have certainly come to an interesting point today. If I

1 am to be precluded from examining this witness on the basis
2 of a memorandum in which there is a very candid statement
3 that they know of no authority that exists anywhere to
4 support this application to an adultery case -- isn't that
5 what it says?
6 MR. ANDERSON: No. No Virginia case.
7 MR. CHAPPELL: No Virginia case?
8 MR. ANDERSON: On adultery or fornica-
9 tion.
10 MR. CHAPPELL: There is not a case cited
11 in Virginia on this point in this memorandum. Now, I have
12 just received it within the past five minutes. And I don't
13 purport to have read it closely, but I see none in here.
14 And I cannot imagine that this court would preclude me from
15 examining this witness. And I also wish at the appropriate
16 time to inquire of the witness upon whose advice prior to
17 your honor's instructions she concluded not to answer any of
18 these questions.
19 MR. ANDERSON: We will stipulate that it
20 is upon our advice.
21 MR. CHAPPELL: Are you counsel for Mrs.
22 Wagner?
23 MR. ANDERSON: No.
24 MR. CHAPPELL: It is a strange turn of

1 events, judge. And I strenuously object to the use of this
2 self-incrimination argument to prevent me from examining
3 this witness. And I want the record clear on that.
4 MR. PARKERSON: We can only add there is
5 no Virginia case because there has been no necessity, with
6 the crimes being what they are in this state, and our bill
7 of rights having been here since 1776. However, we will cite
8 or bring to the court at the next hearing the current ALR
9 citations with cases from everywhere saying -- well, my word,
10 it goes to disbarment proceedings at this point -- things
11 that aren't crimes but remove you from a license status.
12 THE COURT: I am familiar with some of
13 those cases that have all been up around New York way.
14 MR. PARKERSON: And in Florida.
15 THE COURT: And in Florida.
16 MR. PARKERSON: There have been a number
17 in Florida.
18 THE COURT: They have been reported in
19 the Criminal Law Newsweek, or whatever they call it.
20 MR. PARKERSON: The Criminal Law Reporter.
21 MR. CHAPPELL: Lest we lose sight of it,
22 my question was, I think, something to the effect of, "Are you
23 employed?"
24 THE COURT: I know. That is what I am

1 still contemplating too.

2 MR. ANDERSON: Judge, may I add one

3 point?

4 THE COURT: Yes.

5 MR. ANDERSON: This lady has been named

6 in this suit. The only purpose in calling her is to bear on

7 the question of adultery, which has been alleged. Now, if

8 she is required to answer questions that may tend to incrimin-

9 ate her, then her constitutional rights, we submit, are being

10 violated. The reason he has called her is for this purpose.

11 THE COURT: I hear that so much that it

12 goes in one ear and out the other -- constitutional rights

13 being violated. That is the scream of everybody who is

14 caught throwing a brick through a window. I am not saying

15 that you are raising it facetiously, but it has certainly

16 been over-used lately. The court rules that she has got to

17 answer this question. Now, I will take each question one at

18 a time.

19 Are you employed? That was the question.

20 THE WITNESS: I have to answer?

21 THE COURT: Yes, ma'am. You have to

22 answer or suffer the consequences of what the court might do.

23 MR. ANDERSON: Go ahead and answer.

24 THE WITNESS: No.

1 THE COURT: I don't want you, if you
2 are not counsel for her, to tell her to answer. The court
3 has plenty of authority to compel her to answer.
4 MR. ANDERSON: I apologize. But the
5 lady was looking at me. And it was a natural response.
6 THE COURT: I will accept that. Repeat
7 your question.
8 MR. CHAPPELL: Did I get an answer to
9 that?
10 THE COURT: I don't know.
11 BY MR. CHAPPELL:
12 Q. Are you employed?
13 A. No.
14 Q. How old are you?
15 A. Twenty-nine.
16 Q. Are you married?
17 A. No.
18 Q. Have you been married?
19 MR. PARKERSON: If your honor please,
20 we do represent a part of this. And we are going to raise
21 the question of relevancy.
22 THE COURT: When it comes to touching
23 your client, then I think you have a right to object. But
24 it is becoming pretty obvious that counsel for the defendant

are attempting to represent the witness also and not represent the witness.

MR. PARKERSON: If your honor please, we are attempting to represent, to the very best of our ability, the defendant.

THE COURT: Nothing has been said connecting her with him in any way.

MR. PARKERSON: Yes, sir, the pleadings in this case do.

THE COURT: From the witness, I am saying.

MR. PARKERSON: Previous witnesses, if your honor please, have spied on the woman's apartment.

THE COURT: That has got to stand on its own.

What was the last question?

MR. CHAPPELL: Has she been married?

THE COURT: When it comes to touching your client, we may be on a different footing.

MR. PARKERSON: Well, don't matters of relevancy still enter into it? Of what relevancy is the marital status of this witness? We say there is none.

THE COURT: Let's say it is neutral. What are you objecting about?

MR. PARKERSON: Because if we are neutral,

there is no point to be served. And we would like to conclude today, as the court would. And I think we have a right to simply see the trial expedited. When we see an irrelevant question propounded, we object to it.

MR. CHAPPELL: Judge, they have a right to see that the trial is expedited and to make any motion that they see fit. They do not have the right, however, to insist that I telegraph to the witness everything that I am trying to extract from the witness. I vouch to this court that if I get some answers, it will be quite obvious what I am driving at. And it is not irrelevant.

THE COURT: All right. Answer the question.

MR. PARKERSON: Before she answers the question, at this point, shouldn't counsel vouch in chambers the ultimate purpose of what he wants, so that the court can well rule on the objections?

THE COURT: I would be delighted.

WALTER S. ROBERTSON, JR., being first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. ANDERSON:

Q. Will you state your name, please, sir?

A. Walter S. Robertson, Jr.

Q. What is your occupation?

1 A. I am a tobacconist. I am with the
2 Universal Leaf Tobacco Company.
3 Q. What is your title?
4 A. Vice-President.
5 Q. What are your duties in general with
6 Universal Leaf Tobacco Company? I am referring particularly
7 to your travels out of the United States.
8 A. In general, I am in charge of Latin
9 America for Universal Leaf Tobacco Company, and certain other
10 areas that might come up in an emergency situation. Like I
11 have just recently been to Bulgaria last week. I travel
12 approximately probably two and a half to three months a year
13 out of the country. Most of that travel comes between
14 January and June.
15 Q. How long have you been in charge of the
16 Latin American operations of Universal Leaf Tobacco Company?
17 A. Approximately ten years.
18 Q. Was it during this period of time that
19 you became acquainted with Mrs. Luisa Robertson?
20 A. Yes.
21 Q. What was the date of your marriage, and
22 where was it?
23 A. It was June 19, 1965 in Lima, Peru.
24 Q. When was your divorce from Mrs. Marjorie

1 Robertson final?

2 A. If my recollection is correct, I think it

3 was in April or May.

4 Q. Of 1965?

5 A. Of 1965, yes.

6 Q. When did you and Mrs. Lucha Robertson

7 come to Richmond to live?

8 A. After we were married and took a trip

9 to Europe, we came to Richmond in July of 1965.

10 Q. Have you resided in Richmond continuously

11 since July of 1965?

12 A. Continuously, yes.

13 Q. Where did you take up residence?

14 A. We took up residence at 300 West Franklin

15 Street, the Berkshire Apartments.

16 Q. And has Mrs. Lucha Robertson continued

17 to live at the Berkshire since July of 1965?

18 A. Yes.

19 Q. What type of accommodations did you have

20 at the Berkshire initially?

21 A. We had a single bedroom apartment that

22 had one bath and a living room and an offset for a dining

23 area.

24 Q. And for what period of time did you live

1 in this apartment?

2 A. We lived in that apartment for approxim-

3 ately two years. I think that is correct.

4 Q. And you moved from that apartment to

5 the apartment that Mrs. Lucha Robertson now occupies?

6 A. That is correct.

7 Q. In 1967, you moved to the new apartment?

8 A. I think that is correct, Mr. Andeson.

9 It was approximately two years.

10 Q. What is the difference as far as the

11 amount of space or rooms is concerned?

12 A. Well, it is bigger. It is a two-bedroom

13 apartment. It has two baths. It has a much bigger dining

14 area that you can sort of partially partition off with a

15 screen or something that you have to put in there to make

16 it more like a dining room.

17 Q. Why did you need a two-bedroom apartment,

18 if you needed it?

19 A. Well, actually, we thought we needed

20 more room.

21 Q. Did you have guests that visited you

22 overnight?

23 A. Very, very seldom.

24 Q. Do you know whether Mrs. Lucha Robertson

1 has any overnight guests?

2 A. I can't answer that.

3 Q. Did she have any when the two of you

4 were living together?

5 A. Yes. I think her brother came once

6 from Peru and stayed with us.

7 Q. When was this?

8 A. I do not recall what year it was.

9 Possibly three years ago.

10 Q. What is the difference in price between

11 the one-bedroom apartment and the two-bedroom apartment?

12 A. Well, the information that was given to

13 me by the management of the Berkshire was that the apartment

14 that I had originally now rents for $205. And the apartment

15 that my wife, Mrs. Robertson, is in rents for $360. Now, you

16 have parking on top of that, if you want to park in the

17 basement of the Berkshire.

18 THE COURT: What have you done during

19 these years?

20 THE WITNESS: We have had parking, Judge.

21 THE COURT: How much is that?

22 THE WITNESS: That is $20. Regardless

23 of the apartment, that is $20 on top of that.

24 THE COURT: All right. Thank you.

BY MR. ANDERSON:

Q. Is it your testimony, then, that the present two-bedroom apartment occupied by Mrs. Lucha Robertson rents for $360 plus $20 for parking?

A. That is correct.

Q. $380?

A. $380, yes.

Q. And with the one-bedroom apartment, would there be any difference in the parking, or would that be the same?

A. No. The parking is the same. The Judge just established that.

Q. That would be a total cost for the one-bedroom apartment plus parking of $225?

A. That is the information given to me by the management of the Berkshire Apartments, yes.

Q. When did you cease living at the Berkshire Apartments?

A. I think the date was August 11, 1971.

Q. Where did you move?

A. I moved to 315 Locke Lane.

Q. Whose residence is that?

A. That is the residence of my mother.

Q. And this was in 1971?

1 A. August 1971, yes.

2 Q. Now, where have you continuously resided

3 since August 11, 1971?

4 A. At 315 Locke Lane.

5 Q. Has the separation which occurred on

6 August 11, 1971 been continuous and without interruption?

7 A. Yes, it has.

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22 Q. Mr. Robertson, will you turn to the

23 second page of that exhibit which is marked Defendant's

24 Exhibit B? At the top of the page, it has "Exhibit A - State-

1 ment of husband's income, deductions, and income taxes based
2 on federal income tax returns, 1972 tax rate."
3 Does that reflect for the three years,
4 1972, 1971 and 1970 your salary from Universal Leaf Tobacco
5 Company?
6 A. Yes.
7 Q. And for 1972, that was $40,875?
8 A. That is right. It came off of the W-2
9 form.
10 Q. Now, in addition to that, you received
11 an income from the Mary Robertson Trust. Does this exhibit
12 reflect the income for those three years from the Mary
13 Robertson Trust?
14 A. Yes, sir.
15 Q. And in 1971, dividends and interest
16 totaled $21,816?
17 A. That is correct.
18 THE COURT: 1972?
19 THE WITNESS: That is correct. 1972.
20 THE COURT: You said 1971.
21 MR. ANDERSON: I am sorry. 1972.
22 BY MR. ANDERSON:
23 Q. Would you tell us about this trust and
24 how it is that you received income from it?

A. Well, the trust is a trust set up by my grandfather, Mr. J. P. Taylor, for income for the benefit of my mother. She can receive no capital. She cannot touch the capital in that trust. It comes at her death to her issue as she may stipulate. In other words, she can assign it the way she wants to to her children and possibly to her grandchildren. Through a device that was worked out with tax lawyers, she assigned a certain percent of income to each of her three children for her lifetime. And that is the income that comes from that trust. Now, when she dies, that income ceases, and the trust is divided up between her issue as she indicates.

Q. You mean by her last will and testament?

A. Right.

Q. I hand you a document which purports to be a copy of this trust that you have referred to, and I ask you if it is such?

A. That is it, yes.

MR. ANDERSON: We offer that as Defendant's Exhibit No. C.

NOTE: Defendant's Exhibit C was marked for identification.

BY MR. ANDERSON:

Q. On the second page of that trust, it

1 reads, "Upon the death of said Mary Taylor Robertson" -- and
2 that is your mother?
3 A. That is my mother, yes.
4 Q. -- "said trust fund shall go and belong
5 to such of her issue as she may designate by an instrument
6 in writing in the nature of a last will and testament. And
7 upon her failure to make such designation, then the same
8 shall be divided among her issue per stirpes, the heir of
9 the deceased child taking the share of the parent."
10 THE COURT: The power of appointment
11 may be exercised by will?
12 THE WITNESS: A limited power of appoint-
13 ment, Your Honor.
14 BY MR. ANDERSON:
15 Q. So, whether you receive a share of the
16 principal of that trust fund depends upon whether your
17 mother designates that you should receive it in her last
18 will and testament?
19 A. That is correct.
20 Q. All right. Now, the next item is the
21 estate of Walter S. Robertson. That is your father?
22 A. That is my father, yes.
23 Q. You were a co-executor of his estate?
24 A. Co-executor, yes. The United Virginia

1 Bank was the other co-executor.

2 Q. And you received commissions for the

3 three years as shown on this exhibit?

4 A. That is correct.

5 Q. Now, will there be any further commissions

6 for 1973?

7 A. No, there will not be.

8 Q. The estate has been distributed?

9 A. Completely distributed, yes.

10 THE COURT: Let me ask just one question

11 here. Was any part of that distribution to you?

12 THE WITNESS: Of my father's estate?

13 THE COURT: Yes.

14 THE WITNESS: Yes, Your Honor.

15 THE COURT: So, this exhibit will not

16 reveal whatever assets or income you received? This exhibit

17 will not reveal that, will it?

18 MR. ANDERSON: We are going to introduce

19 that.

20 THE WITNESS: The dividends reflect any

21 money that I received as what they paid out in dividends.

22 THE COURT: How about capital distribu-

23 tion?

24 THE WITNESS: That will be presented, sir.

1 THE COURT: All right.

2 BY MR. ANDERSON:

3 Q. The next item is Dominion Oil and Gas

4 Company. This is a share that you own in that?

5 A. That is a small interest that I own in

6 some independent drilling operations. And I can suggest

7 that nobody go into independent drilling operations.

8 Q. And then the last item of income is

9 capital gains and losses. And I ask you if the three figures

10 there reflect this income for the three years?

11 A. That is correct.

12 Q. And the total figure there is your total

13 income for those three years?

14 A. Total taxable income, that is correct.

15 Q. Now, do you have any other income other

16 than what is shown there?

17 A. I have no other income except from the

18 dividends, my mother's trust, and the Universal Leaf

19 Tobacco Company.

20 Q. But it is shown here, is it not?

21 A. Well, it is basically shown there. There

22 could be something that is not taxable. You have bonds and

23 so forth. You know, non-taxable municipal bonds.

24 THE COURT: So, if you have got any of

1 those, they don't show here?

2 THE WITNESS: That is right, because these

3 figures come directly from my income tax returns, Your Honor.

4 THE COURT: All right.

5 MR. ANDERSON: That will be revealed in

6 the Scudder, Stevens & Clark statement, will it not?

7 THE WITNESS: Yes. That will be revealed

8 there.

9 MR. ANDERSON: All right.

10 BY MR. ANDERSON:

11 Q. Now, under "Deductions and Expenses," you

12 are obligated to pay as alimony to your first wife the sums

13 of money for each of the three years that are shown on the

14 exhibit?

15 A. That is correct. That is based on three-

16 eighths of my adjusted gross income.

17 Q. And that is pursuant to an agreement which

18 is dated April 21, 1965, which I have in my hand and which I

19 will hand to you.

20 Is that the agreement?

21 A. Yes, it is.

22 MR. ANDERSON: We offer that as De-

23 fendant's Exhibit D.

24 NOTE: Defendant's Exhibit D was

1 marked for identification.

2 BY MR. ANDERSON:

3 Q. Although your first wife, Marjorie

4 Robertson, remarried, the agreement provides that you are to

5 continue to pay her this amount of money by reason of the

6 children, who are dependent upon her?

7 A. That is correct.

8 Q. The next item is "Support to Mrs. Lucha

9 Robertson." I ask you if you have been paying this amount

10 of support and if you are paying this amount of support as

11 of the present time?

12 THE COURT: Well, let me ask you one

13 thing at this stage. I don't mean to try to take away your

14 right of cross examination, Mr. Chappell. But is this

15 alimony embodied in any decree of any Court of competent

16 jurisdiction? Is it designated alimony now to make it deduct-

17 ible, since your wife has remarried and you would not owe

18 her any additional alimony.

19 Well, what I want you to develop, Mr.

20 Anderson, is how you are going to pay child support and

21 designate it alimony to get it deductible if that is, indeed,

22 what is being done.

23 MR. ANDERSON: It is done all the time.

24 Fletcher v. Commissioner.

THE COURT: That is what I want to know.

MR. ANDERSON: Justice Frankfurter ten years ago, I guess, decided this case. It was a case of first impression, and since then, most divorce agreements have been patterned after it. The idea is that a certain figure or percentage of the husband's income is designated as alimony. Nothing is designated as child support. But when the wife remarries, a certain portion of it cuts off. As each child becomes of age or becomes independent, a certain portion cuts off. Ultimately, it will end up zero. If the wife never remarries, of course, it will not end up zero. It will be reduced, however, as each child becomes independent.

THE COURT: Emancipated?

MR. ANDERSON: Emancipated, yes.

THE COURT: I suppose somewhere you will develop what portion of this $26,000 is tax free to him?

MR. ANDERSON: It is all tax free. And we have that in here.

THE WITNESS: It is all deductible.

MR. ANDERSON: It is all deductible. However, there are certain items that we will come to that are not.

THE COURT: All right.

1 MR. ANDERSON: I have in my hand a final
2 decree entered by the Chancery Court of the City of Richmond
3 on April 23, 1965 in a cause between Marjorie McCloud Woods
4 Robertson v. Walter Spencer Robertson, Jr. On the second page
5 of that decree, it reads, "It is further ordered and decreed
6 that the provisions of such agreement of April 21, 1965 relat-
7 ing to alimony and support payments for the plaintiff and
8 the infant children be ratified and confirmed."
9 And then in the paragraph above that, it is
10 filed with the other papers in this cause.
11 We offer this as Defendant's Exhibit E.
12 NOTE: Defendant's Exhibit E was
13 marked for identification.
14 BY MR. ANDERSON:
15 Q. Coming to the support of Luisa Pinillos
16 Robertson, whom I have been referring to as Mrs. Lucha
17 Robertson, does that reflect the support which you have been
18 contributing in 1972?
19 A. In 1972, right.
20 Q. Actually, the rent and parking is $13 more
21 than is shown on this statement? It is $380?
22 A. It is $380, as against $357, yes.
23 Q. When did it go up to $380?
24 A. I don't recollect when it went to $380.

1 But it jumped from $357. Well, it probably jumped twice,
2 because they jumped it right fast in there.
3 Q. So, you are paying direct to the Berkshire
4 Apartments or its rental agent $380 a month?
5 A. That is correct.
6 Q. For rent and parking?
7 A. That is correct.
8 Q. And in addition, you are sending Mrs.
9 Robertson her cash each month of $475?
10 A. That is correct.
11 Q. What about this life insurance? Would
12 you explain that?
13 A. They are two policies that belong to her.
14 They are her policies on my life. One policy is $16,000
15 and the other policy is $25,000. And that is the premium
16 broken down monthly that I pay on those policies. On both
17 of them, I pay the premiums quarterly.
18 Q. Who took those policies out?
19 A. I took them out.
20 Q. And you made Mrs. Luisa Robertson the owner
21 of the policies?
22 A. The owner of the policies, yes.
23 Q. And you have been paying the premiums
24 ever since?

1 A. I have been paying the premiums, yes.
2 Q. The medical and dental figures represent
3 the amount that is deductible on your tax return? Is that
4 correct?
5 A. Well, I don't have any medical or dental
6 deductible on my tax return. Because the goverment is not
7 very charitable on medical deductions.
8 Q. Well, does that represent the amount --
9 A. Well, I don't know what that figure is,
10 Mr. Anderson.
11 Q. When you see your tax returns, you will
12 understand. It represents one-half of the insurance premium
13 for medical care, $65.
14 A. Correct. That is a company medical
15 policy.
16 Q. Then your state and local taxes are the
17 next item.
18 A. That is correct.
19 Q. Contributions?
20 A. That is correct.
21 Q. Interest that you paid. What loans do you
22 have? What loans did you have in 1972?
23 A. I had a note at the Virginia Trust Company
24 for $5,000. I had a note at the United Virginia Bank for

1 $9,800. And some of the interest was coming out of my
2 brokerage marginal account when I was drawing money against
3 the stocks that I have with my broker.
4 Q. And then you have miscellaneous expenses
5 and business expenses that will be shown on your tax return?
6 A. Yes.
7 Q. And if you are claiming one exemption --
8 that is, just the exemption for yourself -- your taxable
9 income as shown on the second page for 1972 would be $22,831?
10 A. That is correct.
11 Q. And that shows the federal tax on that
12 amount and the income to you after your federal tax? Then
13 the state taxes are figured with the one exemption? And
14 that leaves you a net income after your deductions and ex-
15 penses and federal and state taxes for 1972 of $15,231?
16 A. That is correct.
17 Q. I have in my hand copies of three federal
18 income tax returns -- one for 1970, one for 1972 and one for
19 1971. I hand you those and ask you if they are not copies
20 of the tax returns for those years that were filed by you
21 and Mrs. Luisa Robertson?
22 A. They are.
23 Q. Would you hand those to the Court, please?
24 NOTE: The documents were handed

1 to the Court.

2 MR. ANDERSON: I ask that the 1970 tax

3 return be marked as Defendant's Exhibit F.

4 NOTE: Defendant's Exhibit F was

5 marked for identification.

6 MR. ANDERSON: I ask that the 1971 tax

7 return be marked Defendant's Exhibit G.

8 NOTE: Defendant's Exhibit G was

9 marked for identification.

10 MR. ANDERSON: And I ask that the 1972

11 tax return be marked as Defendant's Exhibit H.

12 NOTE: Defendnt's Exhibit H was

13 marked for identification.

14 BY MR. ANDERSON:

15 Q. Referring to the tax returns and the income

16 of Mrs. Luisa Robertson shown thereon, I have in my hand

17 copies of certain statements from Investment Company of Vir-

18 ginia which show cash paid to her in 1971 of $426.66, in

19 1972 of $341.47, and through March 31, 1973 of $95.02. Of

20 course, 1973 would not be shown there. Would you take a look

21 at those and confirm the information that I have just related?

22 Or would you state whether it is comect or not?

23 A. Well, the amounts you said that were paid --

24 were you referring to dividends paid in those years?

1 Q. I was referring to everything.

2 A. Well, these statements are correct. These

3 statements are the statements we go by for tax purposes.

4 Q. Now, would you refer to the first page

5 there? What does that statement show as to the holdings of

6 Mrs. Robertson -- Mrs. Luisa Robertson?

7 A. It shows fifty shares of Detroit Edison,

8 fifty-two shares of Exxon Corporation, and seventy-five

9 shares of Gulf Oil Corporation.

10 Q. Do you have an evaluation there as of

11 a certain date of those?

12 A. There is a value shown as of June 12,

13 1973 -- and the prices were undoubtedly taken from the Wall

14 Street Journal -- of $7,879.75. That was the value of that

15 at that time.

16 MR. ANDERSON: We offer those documents,

17 which are clipped together, as Defendant's Exhibit I.

18 NOTE: Defendant's Exhibit I was

19 marked for identification.

20 BY MR. ANDERSON:

21 Q. Mr. Robertson, would you turn to Exhibit

22 B, which is the last portion of that document which you have

23 before you, which has been marked Defendant's Exhibit B.

24 A. Right.

1 Q. What does that represent?
2 A. Well, number one --
3 Q. No. Just what does the entire document
4 represent? Then we will go down it, item by item.
5 A. It represents my personal expenses, none
6 of which are tax deductible.
7 Q. Now tell us what those are?
8 A. Well, under the divorce agreement with my
9 first wife, Marjorie Woods Robertson, it states that I have
10 to pay for the education of my children. It states that I
11 have to pay for camp. It states that I have to pay $1,500
12 a year for their vacation and travel. It states that I have
13 to pay for all of their medical expenses, less $200 per year.
14 Q. Do you know what these items amounted to
15 for 1972?
16 A. Yes.
17 Q. Would you read them off to us, please?
18 A. Well, the education, vacation, camps, and
19 medical required under the agreement amounted to $13,917.94.
20 Q. Now, are any portions of these expenses
21 paid by someone other than you?
22 A. My mother pays for my oldest daughter's
23 college.
24 Q. At Mary Baldwin?

1 A. At Mary Baldwin College, as a help to me,
2 yes.
3 Q. There is no requirement on her part to do
4 that?
5 A. No. It is my requirement to pay it.
6 Q. What are your other expenses?
7 A. Well, there are doctors and drugs. There
8 are my clothes. There are the insurance premiums that are
9 in a trust for my children. That is not the insurance that
10 we referred to previously, the insurance that is owned by
11 my present wife. It is the insurance that is in a trust
12 at the Virginia Trust Company for my three children under this
13 agreement on my first divorce. A trust had to be set up.
14 Q. Now, do you have automobile insurance and
15 homeowner's insurance and accident insurance?
16 A. That is correct. And that is broken down
17 further over as to what that actually is. The insurance
18 premiums of the insurance in the trust are $1,017.41. And
19 the automobile insurance, homeowner's insurance, and accident
20 insurance is $551.60. That makes a total of $1,569.01.
21 Q. What are your other expenses? Well, in
22 order to save time, are they correctly shown on the statement
23 you have before you?
24 A. As best as I can reconstruct them from my

1 checkbooks and so forth, yes. And I think they are accurate.
2 Q. What does the total come to?
3 A. It comes to $25,122.68.
4 Q. Now, would you turn back to the first
5 page, please, the summary? Now, would you tell us what that
6 shows?
7 A. That shows that I am spending principal
8 and not living within my income.
9 Q. Would you read us the figures, please?
10 A. Well, it shows personal expenses, $25,122.68.
11 It shows net income of $15,231. The difference there is
12 $9,891.68. And then I get a contribution from my mother for
13 my oldest daughter's education of $3,836.07. Leaving what
14 I have to go into principal for of $6,055.61.
15 THE COURT: Where is this camp located?
16 THE WITNESS: It is in North Carolina,
17 Your Honor. It is near Sapphire, North Carolina. It is
18 not far from Asheville, I think.
19 THE COURT: All right.
20 BY MR. ANDERSON:
21 Q. I have in my hand a Scudder, Stevens &
22 Clark statement of your securities that you own. I want to
23 hand that to you and ask you if that is a correct statement
24 as of that date? And give us the date.

A. The date was June 29, 1973. And that is a correct statement, yes.

Q. And that shows all of the stocks, bonds, and other securities which you own?

A. That is correct. All the securities that I own.

MR. ANDERSON: We offer that as Defendant's Exhibit J.

NOTE: Defendant's Exhibit J was marked for identification.

THE COURT: The total market value of the securities is $131,524.74.

THE WITNESS: That is correct, Your Honor.

BY MR. ANDERSON:

Q. Mr. Robertson, what is Scudder, Stevens & Clark?

A. Scudder, Stevens & Clark is one of the largest money management companies in this country. In other words, they manage people's money for them.

Q. Do you pay them a fee to manage your account?

A. I pay them a fee to manage my account, yes.

Q. Do you accept their judgment? Or have you accepted their judgment in the past when they have made sug-

gestions in the past? Suggestions to make trades?

A. I have accepted their judgment, exactly, yes. I feel certain that they have the time and the experience. They are a very large company, and they are much more astute at that than I could possibly ever be.

Q. Well, what are your instructions to them?

A. They make recommendations which I follow.

Q. Well, what is the object? What are they supposed to do for you?

A. To increase my principal, naturally, and at the same time hold my dividends at a level which they have been at, more or less.

MR. CHAPPELL: May it please the Court, might we take a short recess at this time?

THE COURT: All right.

NOTE: At this time, a short recess was taken.

MR. ANDERSON: If Your Honor please, at this time, I would like, by leave of the Court, to suspend with Mr. Robertson's and take the testimony of his mother, Mrs. Walter S. Robertson, Sr. She has not been sworn, if Your Honor please.

NOTE: Mr. Walter S. Robertson, Jr. was temporarily excused from the stand.

1 MARY TAYLOR ROBERTSON, after being first
2 duly sworn, was examined and testified as follows:
3 DIRECT EXAMINATION
4 BY MR. ANDERSON:
5 Q. Will you state your name and address,
6 please, ma'am?
7 A. Mary Taylor Robertson. Mrs. Walter S.
8 Robertson. 315 Locke Lane, Windsor Farms, 23226.
9 Q. What is your relationship to Walter S.
10 Robertson, Jr.?
11 A. I am his mother.
12 Q. Your late husband, Walter S. Robertson,
13 Sr., served for a number of years with the State Department.
14 In what positions did he serve and where did you live over-
15 seas?
16 A. With the State Department, he served first
17 as Lend Lease Administrator in Australia. Then he served as
18 Minister in China. And then he served as Chargé in China.
19 Then he served as American Commissioner to keep the peace
20 between the Nationalists and the Communists in Peking. And
21 that was the time that I amd my three children joined him.
22 Q. And you lived in Peking?
23 A. We lived in Peking for 11 months. And
24 then we returned to this country, and later, he was made

1 Secretary of State for the Far East, which position he held
2 for seven years. I think it was seven.
3 Q. Now, Mrs. Robertson, have you seen the
4 appraisal which has been introduced in evidence? And I forget
5 the number.
6 THE COURT: Are you talking about the
7 furniture?
8 MR. ANDERSON: Yes. Number 3.
9 THE WITNESS: Yes, sir.
10 MR. ANDERSON: Could I have that? I
11 would like to show it to the witness. I think there are
12 two of them. There is a yellow one that designates the owner-
13 ship of the various items. And that is the one that I would
14 like.
15 BY MR. ANDERSON:
16 Q. Referring to Plaintiff's Exhibit No. 4,
17 this is the appraisal by Mr. Reese. And you notice opposite
18 each item, there is an indication of the ownership of that
19 item. Here it says, "Mrs. WSR, Sr." That would indicate
20 that you owned this item here?
21 A. Yes.
22 Q. You say that you have seen that appraisal?
23 A. Yes, I have.
24 Q. Did you go over it with your son, Walter

1 S. Robertson, Jr.?

2 A. Yes, we went over it.

3 Q. Would it be fair to say that a substantial

4 portion of all of those items that are on that appraisal are

5 owned by you?

6 A. Yes.

7 Q. And you loaned them to your son and

8 daughter-in-law to furnish their apartment?

9 A. That is correct.

10 Q. Could you tell us something in general

11 about how these items of tangible property were acquired

12 over the years?

13 A. Well, I happen to be looking right here

14 at the item "Lowboy, Queen Anne, cabriole, spoon-foot legs,

15 walnut," which is valued at $2,000. Mr. Robertson and I

16 bought that. It was one of the first pieces of furniture

17 we bought when we were married. We bought it in New England.

18 We knew that the top was possibly English. We knew that the

19 bottom had no connection with the top. We knew that it was

20 an assembled, as they call it, piece of furniture. And we

21 knew that although it makes a very good showing, it was not

22 of too much value. We paid, I think, around $150 for it.

23 But that was many years ago.

24 Q. What experience have you had at evaluating

1 or knowing the value of items of furniture?

2 A. Evaluating furniture is a very difficult

3 thing unless you are in the business. But from my experience,

4 having bought furniture and having lived with my husband, who

5 did know the value of furniture, I think I have some idea.

6 Of course, a great deal of it is terribly over-valued. And

7 some of it is under-valued.

8 Q. Now, you are referring to the appraisal

9 of Mr. Reese?

10 A. No. I am referring to all furniture that

11 you buy. But I do know certain values of furniture. And I

12 do know good furniture.

13 Q. Now, are you familiar with the value of

14 the items of furniture listed on that appraisal that are

15 owned by you in relation to other items that are on that list?

16 A. Well, for instance, here is a chest of

17 drawers. It is Hepplewhite. I am just looking down at the

18 first ones that I see. This chest of drawers, or one which

19 is almost a duplicate of it, which we have at my house, was

20 given us as a wedding present. And it cost around $150.

21 THE COURT: When were you married?

22 THE WITNESS: In 1925. And, of course,

23 naturally it has increased in value. It is not a great chest.

24 It is a very pleasant, very nicely made chest. It came from

1 Winchester. It is pseudo very late Hepplewhite. And I think
2 there are two of them in their apartment, and I have one.
3 Q. What value does Mr. Reese have on there?
4 A. $1,500.
5 Q. Considering your knowledge, such as you
6 have testified to, of the value of furniture, can you tell
7 us whether that item, in your judgment, is over-valued or
8 under-valued?
9 A. I would say it is very much over-valued.
10 Q. Can you point out any other items on
11 that list?
12 A. Yes. Here is one called "Petal Point."
13 I don't know what "Petal Point" means. It should be "petit
14 pointarmchair, Louis XV, corset back, scroll carvings,
15 cabriole legs." It is, I would say, pseudo-Italian. It is
16 a copy of the French. It is not petit point. It is perfectly
17 good, nice needlepoint. It is worn. And I would say that
18 it was tremendously over-valued. My mother bought it from
19 Mrs. Duke here in Richmond, and Mrs. Duke got it in Italy.
20 Q. You say your mother bought it. Is this
21 one of the pieces that came from your mother's estate?
22 A. Yes. This is one of the pieces that came
23 from her estate.
24 Q. Now, you are referring to Mrs. J. P.

Taylor?

A. Mrs. J. P. Taylor, yes. But may I correct that?

Q. Yes, ma'am.

A. My mother gave me that chair 20 years ago.

Q. So, that was not included in the estate?

A. It had nothing to do with the estate. I had owned that chair 20 years before my mother died. She said, "Mary, you might like to have this. I have no space for it."

Q. Would you express your opinion, please, as to the value of the items shown on that appraisal owned by you?

A. I can't do that on all of them, because I haven't gone over it in complete detail. I have touched on certain ones. And, Your Honor, you are absolutely correct; the values of things have changed enormously since we acquired them. But I think that the evaluation here is in excess of what they could have changed to.

Q. Mrs. Robertson, did anyone seek or obtain your authority to have this appraisal made?

A. No.

Q. Did you know it was being made?

A. After it had been made.

Q. You mean, when the list was presented to

1 you?

2 A. Yes.

3 Q. Did your mother, Mrs. Taylor, by her will,
4 leave many tangibles and furnishings to you that were in the
5 Taylor residence at 2325 Monument Avenue?

6 MR. CHAPPELL: If it please the Court,
7 I object to this line of testimony. We got into this the last
8 time we were here before Your Honor. It has no bearingon
9 this case. And I object to it again.

10 THE COURT: Objection sustained.

11 MR. ANDERSON: Well, if Your Honor please,
12 there is testimony by Mrs. Taylor on this very point. And I
13 certainly think it goes to the credibility of Mrs. Taylor as
14 a witness. And certain of the items which were in Mrs.
15 Robertson's mother's estate are in this apartment. And we
16 intend to show that she loaned these young people these things.

17 MR. CHAPPELL: I remind the Court that
18 the testimony to which Mr. Anderson has referred was elicited
19 by Mr. Anderson over my objection. He certainly cannot
20 profit by what I think was an indiscretion at the time.

21 THE COURT: Objection sustained.

22 MR. ANDERSON: We except to the Court's
23 ruling. May I get the answer in for the record, if Your
24 Honor Please?

THE COURT: I have said that I wanted both sides to make a complete record. And for that purpose, you may get the answer in. It is not to be considered by this Court, however.

THE WITNESS: Would you repeat the question, please?

MR. ANDERSON: Yes, ma'am.

BY MR. ANDERSON:

Q. Did your mother, Mrs. Taylor, by her will, leave many tangibles and furnishings to you that were in the Taylor residence at 2325 Monument Avenue?

A. Yes.

Q. Did Mrs. Helen Marie Taylor question or dispute whether those items should go to you?

A. The items were vocally disputed. But they came to me as my inheritance from my mother's estate.

THE COURT: This was a dispute between you and Mrs. Helen Marie Taylor and hasn't got a thing to do with these people?

THE WITNESS: I am not saying it does, Your Honor.

THE COURT: I am asking you now. Do you think it does? I don't think so.

MR. ANDERSON: Well, if Your Honor please,

1 I think it does have a bearing on this cause. And I believe
2 that it will be evident as this matter goes on.
3 THE COURT: All right. For the record,
4 you can go ahead. But I think we will not gain much by it.
5 THE WITNESS: I will make it as quick as
6 possible, Your Honor.
7 THE COURT: All right.
8 BY MR. ANDERSON:
9 Q. I asked you whether Mrs. Helen Marie
10 Taylor questioned whether these items should go to you. And
11 I don't believe you answered that question.
12 A. She questioned them vocally.
13 Q. Vocally?
14 A. Yes.
15 Q. Was a suit filed?
16 A. The suit was filed after my mother's
17 estate had been settled, after the taxes had been paid out
18 of my mother's estate for the furniture that was in my
19 residence.
20 Q. And how was this matter resolved?
21 A. The matter was resolved -- well, I think
22 you have a letter from the Court saying it was resolved with
23 prejudice on both sides. And it was resolved also by my
24 brother talking to Justice Lewis Powell. And the suit was

1 dropped and dismissed with prejudice on both sides. There was
2 a suit brought. We have a file this thick on it.
3 Q. Now, was an appraisal made of these
4 tangibles in your mother's home?
5 A. Yes.
6 Q. Was an appraisal made by Valentine?
7 A. Yes, with my husband, Mr. Valentine,
8 his secretary, Mrs. Taylor, my brother, and me, going through
9 the house at the same time.
10 Q. Mrs. Taylor was there and knew that this
11 was being done?
12 A. Yes. She followed along with us.
13 Q. Did she have an appraisal made of her own?
14 A. She had an appraisal made of all of the
15 furniture on the so-called list by Israel Sach.
16 Q. Is this a gentleman out of New York?
17 A. This is a very important furniture dealer
18 out of New York, yes.
19 Q. And I take it that the Sach appraisal
20 was much higher than the Valentine appraisal?
21 A. The Sach appraisal was, yes, according to
22 Sach, which couldn't be higher.
23 Q. Mrs. Robertson, have you heard Mrs. Taylor
24 refer to your son in a derogatory manner?

A. Yes.

THE COURT: She has admitted on cross-examination by you that she called him a son-of-a-bitch over the phone to you.

BY MR. ANDERSON:

Q. Mrs. Robertson, do you have fire insurance and liability insurance that covers the tangibles which are in the apartment at the Berkshire?

A. I have insurance that covers all of the property that belongs to me.

Q. Against loss by theft or fire?

A. Right.

Q. Now, would you tell us what your relationship with your daughter-in-law, Luisa Pinillos Robertson, has been and is now?

A. I am very devoted to her. I admire her very much. And we have always been great friends.

Q. How often did you see her before the separation on August 11, 1971?

A. We saw them very often. They came to our house for dinner parties that I thought would interest them.

1 We went to their house practically every Sunday night for
2 spaghetti -- Mr. Robertson and I. And we had a very, very
3 pleasant relationship. She went to New York with me once
4 or twice. I don't remember exactly. And our relationship
5 couldn't have been happier or more pleasant.
6 Q. How often have you seen her since the
7 separation?
8 A. Naturally, not quite as much. But I think
9 she has been to my house on an average of three times a month.
10 And I have been to her apartment fairly often. Not as often
11 as I would like to. After her operation, she came and stayed
12 with me for a week. Because I felt that she was not strong
13 enough to go back to her apartment. So, she came and stayed
14 with me for a week when she left the hospital.
15 Q. How often would you say a month? Two or
16 three times a month you have been to her apartment?
17 A. No, no.
18 Q. How often would you say?
19 A. I would say not that often. Maybe four
20 or five times a year.
21 Q. When was the last time that you were
22 entertained in her apartment?
23 A. Sunday night.
24 Q. This past Sunday?

1 A. This past Sunday, yes.

2 Q. What was the occasion?

3 A. She and two of my friends and I all had
4 dinner together at my house on Tuesday night -- the four of
5 us. And Lucha asked us down on Sunday night for Spaghetti
6 and some very delicious things.

7 Q. Have you observed any difference in her
8 standard of living since August 11, 1971, as compared with
9 before August 11, 1971?

10 A. I would have no way of actually knowing
11 that, except that when I have been there, everything has
12 been beautifully done, graciously done. And when she has
13 come to my house, she has always appeared very well gotten
14 up, as always. And if there is, it is something that I would
15 not be able to know.

16 Q. Did you ever tell or advise Mrs. Luisa
17 Robertson when she and your son were having problems to
18 get a lawyer and take Walter for everything he has got?

19 A. Somehow or other, those words don't sound
20 quite like me. I know that I told her -- because I felt
21 very upset about the whole thing -- that she should have a
22 lawyer. I told her that she should get a good lawyer and
23 that he certainly should do everything possible for her
24 benefit.

1 Q. What have you observed about the condition
2 of Mrs. Lucha Robertson's health since her operation? I
3 believe she had an operation in December of 1971.
4 A. Tht is correct. Well, I never can remember
5 dates. I would think that her health has been greatly
6 improved, which would be natural.
7 Q. When you have seen her each month, did
8 she appear to be in good health to you?
9 A. Well, I would certainly think so, by and
10 large. I mean, I know of no particular thing that she has.
11 I know that she got through the operation beautifully, and
12 it was a success.
13 Q. You made the statement that Mrs. Robertson
14 appeared to be very well gotten up. What have you observed
15 about her wardrobe and accessories and so forth since the
16 separation, as compared with before?
17 A. She is equally as clever a girl now as
18 she was then. She makes her own clothes and makes them
19 beautifully. And she always looks well gotten up.
20 Q. Now, you have told us about a party that
21 you went to Sunday at Mrs. Robertson's apartment. How many
22 times have you been to her apartment for parties this year,
23 we will say?
24 A. Don't ever ask me about dates. I went to

1 a lovely party that she gave. And I can't remember whether
2 it was last Spring or not. She had, I think, eight or ten
3 women there. It was a luncheon. It was charmingly done.
4 I enjoyed it. And so did all the rest of the guests.
5 Q. What has been your practice before the
6 separation, as well as after the separation, about giving
7 Mrs. Lucha Robertson monetary gifts when she would go to
8 Peru to visit her family?
9 A. I think I have done that two or three
10 times. But then I have done that also for my daughter when
11 she goes abroad or something. I think it is rather nice.
12 And I have always given Christmas presents to my daughter-
13 in-law here and my other daughter-in-law.
14 Q. When she went to Peru in 1972, did you
15 make a monetary gift to her?
16 A. Yes. I sent her a check for $200.
17 Q. You say this has been a practice of yours
18 with her?
19 A. I don't like that word "practice," because
20 I can't possibly remember. She may have gone to Peru at one
21 time when I didn't. But I know it has been done more than
22 once or twice.
23 Q. What was the relationship of Mrs. Helen
24 Marie Taylor and Lucha when Mr. Robertson and Mrs. Robertson

1 came to Richmond to live in 1965?

2 MR. CHAPPELL: Once again, Your Honor,

3 I renew my objection.

4 THE COURT: Objection sustained. Mr.

5 Andrson, it isn't that I want to cut you off, but there could

6 only be one object that you are trying to accomplish. I

7 have already tried to indicate that I thought you had pretty

8 well accomplished that object. And I see no need in going

9 over it again.

10 MR. ANDERSON: Well, we would except to

11 the Court's ruling.

12 THE COURT: All right.

13 BY MR. ANDERSON:

14 Q. Mrs. Robertson, one of the exhibits that

15 we have introduced, Defendant's Exhibit B, shows that you

16 paid for your granddaughter, Nancy Robertson, at Mary Baldwin

17 College. Now, this was the responsibility, according to

18 the documents that are before the Court, of your son, Walter

19 Robertson. Now, did he ask you to do this? Or did you do

20 this of your own accord?

21 A. I did that on my own. But, then, I have

22 also paid for my granddaughters at St. Catherine's. And I

23 also paid at one time for a grandson at St. Christopher's.

24 And I also paid for a niece many years ago to go to college

1 for two years. They were my own suggestion.

2 Q. This contribution of yours is made each

3 year? There isn't anything fixed about this?

4 A. I never fix anything, sir. Life is too

5 uncertain.

6 Q. What are your present intentions with

7 reference to the furniture that is yours in the Berkshire

8 apartment?

9 A. I have no intentions at the moment. I

10 think the situations that arise will have to take care of

11 my intentions.

12 Q. Are these tangibles disposed of in any

13 way in your will?

14 A. All of the tangibles that belong to me

15 come back to my estate. They do not necessarily physically

16 come back, but they come back as far as the value of those

17 articles are concerned. For instance, there is a very

18 handsome bed which my son in New York has. And if he

19 wanted to keep it, it wouldn't have to come back physically.

20 But he would lose a draw on a chance to pick something of

21 mine when the three children will draw.

22 Q. Are you saying that in your will, your

23 tangibles go equally to your three children?

24 A. They will equally come back to my three

1 children, yes.

2 THE COURT: Of course, you could change

3 that, couldn't you?

4 THE WITNESS: Your Honor, I have the

5 privilege of not only changing that but of changing my

6 father's trust also.

7 THE COURT: That is what I thought.

8 MR. ANDERSON: I have no further ques-

9 tions. Answer Mr. Chappell, please.

10 CROSS EXAMINATION

11 BY MR. CHAPPELL:

12 Q. Your son now lives with you at Milburn?

13 Is that right?

14 A. That is correct.

15 Q. And he has been there approximately since

16 August of 1971?

17 A. That date is all right with me.

18 Q. That sounds all right?

19 A. Yes.

20 Q. Does he make any contribution monetarily

21 to his lodging at your house?

22 A. He gives me a case or wine now and then,

23 Q. You made reference to your father's

24 trust. And earlier this morning, a copy of it was introduced

1 by your son's counsel.

2 MR. ANDERSON: Defendant's Exhibit C.

3 MR. CHAPPELL: Thank you, Mr. Anderson.

4 BY MR. CHAPPELL:

5 Q. Could you tell the Court the approximate

6 value of the corpus of that trust?

7 MR. ANDERSON: I don't believe that

8 this is material or relevant, if Your Honor please.

9 Because evidence has been adduced as to what the income is.

10 I don't think it is material or relevant as to what the

11 corpus is, because Mr. Robertson, Jr., has no interest in

12 that and will have none until the death of his mother.

13 He may not have it then, if she chooses not to leave him

14 a portion of it.

15 THE COURT: Well, you put in what the

16 income is from it. So, I am interested in knowing what

17 the corpus is. Objection overruled.

18 MR. ANDERSON: All right. Exception

19 noted.

20 THE COURT: I realize that what you

21 say is true -- that he may never get it.

22 THE WITNESS: But I don't know what it

23 is. I am very stupid. I am not very good on finances. And

24 it changes.

1 THE COURT: Well, of course. But do you
2 have any idea?
3 MR. CHAPPELL: Within a million dollars?
4 THE WITNESS: Five to six.
5 BY MR. CHAPPELL:
6 Q. Five million dollars to six million dollars?
7 A. Yes.
8 Q. All right. I think that is close enough.
9 At the present time, with reference to your will, you have
10 not made any disposition of your interest in this trust that
11 would be such that your son would not inherit a share of it,
12 have you?
13 A. Not so far.
14 Q. It also has been mentioned in your son's
15 earlier testimony that you had irrevocably designated a
16 portion of the income to him. And according to the pleadings
17 filed by your son's attorney, would eleven percent sound
18 correct?
19 (No response)
20 Q. Well, you don't recall?
21 A. No. All of the children have the same
22 thing, whatever it is.
23
24

MR. ANDERSON: Mrs. Catherine Robertson Claiborne.

CATHERINE ROBERTSON CLAIBORNE, being first duly sworn, was examined, and testified as follows:

DIRECT EXAMINATION

BY MR. ANDERSON:

Q. Will you state your name, please?

A. Catherine Robertson Claiborne.

Q. What profession is your husband in?

A. He is a physician. He is a gynecologist and an obstetrician.

Q. Where is your residence? Where do you live?

A. At 204 Nottingham Road.

Q. And you are the sister of Walter Robertson, Jr.?

A. Yes.

Q. It has been testified that Mrs. Lucha Robertson was operated on by your husband in December of 1971.

A. Yes.

Q. Do you recall that?

A. Yes.

Q. Have you had occasion to talk with Mrs. Lucha Robertson and to see her since that time?

A. Yes.

Q. What have you observed about her health and her condition? Or what statements has she made to you concerning it?

A. Well, I know that she was feeling very bad before the operation. I had the same operation that she did. She told me that she was feeling a great deal better after her operation. I know she was feeling bad before it. But she said she felt like a new person, which I can certainly understand.

Q. You said that you have seen Mrs. Lucha Robertson. What have been the occasions on which you have seen her since August of 1971 or talked with her over the phone?

A. I have talked with her. I really couldn't remember what times I have seen her. I have seen her and chatted with her. We really haven't discussed much of any problems, so to speak.

Q. Does she do anything for you? I am referring to making clothes for your children.

A. She very kindly and very sweetly made a lovely dress for my daughter two years ago. Or maybe it

1 was a year and a half ago. It was at Christmas time. My
2 children are very fond of her. And she seems to be very
3 fond of them.
4 Q. Has she been to your home?
5 A. The last time she was there was last
6 spring.
7 Q. Have you visited in her apartment?
8 A. Not recently. But, then, I don't
9 visit much anyway in people's houses. I am right busy.
10 Q. What have you observed about the
11 wardrobe of Mrs. Lucha Robertson? In other words, I think
12 your mother used the term "gotten up."
13 A. I think she is always very well dressed.
14 She has lovely clothes. And she is, I must say a very
15 clever person at making things, which she does beautifully.
16 And I think everyone who knows her knows she always looks
17 and dresses very well.
18 Q. How about the accessories such as the
19 shoes, pocketbooks, etc., that she doesn't make?
20 A. Well, I think she always looks well
21 altogether, I would say. Very well.
22 Q. Have you noticed any change in this
23 since August of 1971?
24 A. No, I really can't say that I have.

WALTER S. ROBERTSON, JR., resumed the witness stand and testified further as follows:

DIRECT EXAMINATION (Resumed)

BY MR. ANDERSON:

Q. When we suspended with your testimony, Mr. Robertson, I think we were discussing the Scudder, Stevens & Clark statement and the fact that it represented all of your securities.

A. Yes, that is correct. Except one share of Wright's Island Association.

Q. That is a hunting preserve?

A. Yes. It is 3,000 acres. I have a

1 twelfth of that 3,000 acres.

2 Q. Do you mean to use it? Or you have

3 a twelfth ownership in it?

4 A. A twelfth ownership. Just one share.

5 THE COURT: You have 250 acres?

6 THE WITNESS: Yes. It comes out to

7 approximately that, yes.

8 BY MR. ANDERSON:

9 Q. Mr. Robertson, I want to ask you

10 some questions about the statement for expenses submitted

11 by Mrs. Robertson, Jr.

12 MR. ANDERSON: Would the Court hand

13 him that exhibit, please, sir?

14 THE COURT: If you will tell me the

15 number of it, I will.

16 MR. ANDERSON: Plaintiff's Exhibit

17 No. 5.

18 NOTE: The document was handed to

19 the witness.

20 BY MR. ANDERSON:

21 Q. The apartment rent and parking which

22 is shown on this statement you are paying and have been

23 paying?

24 A. That is correct.

1 Q. And you have justified that you are
2 giving to your wife $750 cash each month in addition to that?
3 A. $475.
4 Q. I am sorry. $475?
5 A. Yes.
6 Q. Now, when you were living with your
7 wife, how many times a week did she have a maid?
8 A. Well, we usually had a maid once a
9 week. There were times at the beginning in the smaller
10 apartment when we had no maid at all. But we usually had
11 a maid. And it was usually once a week.
12 Q. What was the maid paid?
13 A. Well, that is hard to say. I would
14 have to estimate it. She was paid approximately $10 for the
15 day's work. It could have been later $12. But $10 I think
16 is correct.
17 Q. When you were living with your wife,
18 what were the laundry and dry cleaning expenses relating to
19 her clothing and to the apartment?
20 A. The laundry I can't say. I paid
21 those bills, but I don't remember. They ran very little.
22 The dry cleaning - I would estimate that most of it was my
23 clothing.
24 Q. Can you give us an approximation of

1 what that ran for your wife's clothing, not for yours?

2 A. For my wife's clothing, no, I can't.

3 But she didn't have a lot of dry cleaning.

4 Q. Would it be as much as $30 a month?

5 A. No, it certainly would not be.

6 Q. The Blue Cross-Blue Shield you are

7 paying now? That is part of your company insurance?

8 A. The Universal Leaf Tobacco Company

9 pays that.

10 Q. And the life insurance, $95.25 per

11 month, you have already testified you are paying that?

12 A. I pay that, yes.

13 Q. The household insurance of $8 --

14 well, do you have a policy which covers that?

15 A. Yes.

16 Q. And is that on your statement?

17 A. Yes.

18 Q. Is that shown on your statement?

19 A. Yes, it is. It is shown on the last

20 page of Exhibit B as home owner's insurance, $157 a year.

21 Q. The car expenses are shown on her

22 statement -- liability insurance and collision insurance.

23 Do you have her car covered by collision insurance?

24 A. It is not her car. The car is in my

1 name. It is my car. And it is covered by liability
2 insurance, not by collision insurance.
3 Q Why isn't it covered by collision
4 insurance?
5 A Because I found through the years I
6 usually put collision insurance on a car for the first year
7 and not thereafter.
8 THE COURT: This is a 1964 model,
9 I believe?
10 THE WITNESS: It is a 1965.
11 BY MR. ANDERSON:
12 Q. How far has that car been driven
13 approximately?
14 A. Well, I don't know. I think it was
15 stated in this court previously that it had about 21,000
16 miles on it. I think that was my recollection of the
17 statement. I think we came up with less than 3,000 miles
18 a year or something on it.
19 Q. Now, the gasoline expense. When you
20 and your wife were living together, did she have anything
21 like as much as $25 a month?
22 A. No. Because you can't have $25 a
23 month gasoline expense and drive the car 3,000 miles a year.
24 Q. How about the repairs? Did they

1 amount to as much as $10 a month?

2 A. $120 a year? No. Except at times

3 when you would have to replace the tires. I know the tires

4 have been replaced one time. But certainly except for any

5 item like that, certainly not.

6 Q. The telephone expense and the

7 pharmacy expense. Do you have any comment on those two items?

8 A. They would probably be approximately

9 correct. Because a lot of the pharmacy would be cigarettes

10 and things other than drugs that you would order from a

11 pharmacy.

12 Q. Now, the dentist, $120 a year.

13 A. I think the dentist is probably correct.

14 Q. How about the doctor? There has been

15 testimony that Dr. Claiborne, your brother-in-law, does not

16 charge your wife anything.

17 A. Well, I think she has one other

18 doctor, which we had together. Dr. Martin. I would not

19 think his yearly bills would be $120.

20 Q. Now, turn the page, if you will.

21 Clothes, dresses, coats, lingerie, shoes, etc., $200 per

22 month. What is your comment on that?

23 A. Well, I cannot say what she is spending

24 on clothes at this time. But when we were together, she

never spent $200 a month on clothes. She bought materials at far less money and made beautiful clothes and still makes beautiful clothes.

Q. Can you give us an estimate? You paid the bills, did you not, when you were living together?

A. Yes. I would estimate that they would run something a little over $100 a month possibly. Maybe as much as $125 a month. This is an estimate.

Q. Now, the jewelry. What is the most expensive item of jewelry that you have given your wife?

A. It is the diamond ring that I gave her when we were married.

Q. What did that cost?

A. I don't have it in front of me. But I think it was $3,800 or in that neighborhood.

Q. Now, entertainment at home and at clubs. What entertainment did you and Mrs. Robertson do when you were living together?

A. We did quite a bit of entertaining at clubs. But that was entirely business entertainment, for which I was reimbursed by my company. When we entertained socially, which was not too frequently, we entertained at home.

Q. Now, was Mrs. Robertson a member of the

1 Country Club of Virginia?

2 A. No, she was not. And neither was I.

3 Q. Are you a member now?

4 A. No, I am not. At one time, I was.

5 But I am not a golfer. So, I resigned my membership.

6 Q. How about the Historic Richmond

7 Foundation?

8 A. Well, I was a member of that. And

9 most of these things listed down below I would say were

10 memberships that I had prior to our marriage. And we kept

11 them up.

12 Q. Now, coming down to classes, did

13 Mrs. Robertson take Karate when the two of you were living

14 together?

15 A. No, she did not.

16 Q. How about classes at the Virginia

17 Museum?

18 A. Now, I cannot say exactly whether she

19 started classes at the museum before we separated or afterwards.

20 I do not recall that.

21 Q. Guitar lessons?

22 A. She took guitar lessons while we were

23 married and living together. Not constantly. But she took

24 guitar lessons.

Q. Did she take them once a month?

A. No. She was taking them, I think, once a week.

Q. Once a week?

A. Yes.

Q. Fifty-two weeks out of the year?

A. No. Because it wasn't a continuous thing. But when she took them, she took them approximately once a week.

Q. How much would that amount to in a year?

A. I don't recall what the teacher charged for those guitar lessons.

Q. How about golf lessons or golf classes?

A. No. She never played golf.

Q. Have you ever heard her say anything about golf?

A. I heard her say that she went out and took a lesson or two lessons in Peru prior to our marriage and walked around the course a couple of times with a friend. But she never played any golf. I would say that she is not a golfer and has never been a golfer.

Q. Have you ever known her to play golf?

A. No.

1 Q. Now, before you separated in August
2 of 1971, did Mrs. Robertson go on any trips with you?
3 A. Yes. She went on quite a few of my
4 business trips with me.
5 Q. How were these paid for?
6 A. They were paid for every third year
7 by the Universal Leaf Tobacco Company in their entirety.
8 They were paid for in the two off years by myself paying for
9 her air fare and using the accepted practice -- which the
10 government accepts -- of 2/3-1/3 on meals, rooms, lodgings,
11 and that sort of thing. Two-thirds of my company expense
12 and one-third hers.
13 Q. Were these all business trips?
14 A. They were all business trips except
15 for certain vacation trips that we took. And I would try
16 to take her back to see her family in Peru on vacations. I
17 would take my vacation to do that.
18 Q. Mrs. Robertson was an airline
19 stewardess for Panagra Air Lines prior to your marriage?
20 Is that correct?
21 A. That is correct.
22 Q. What was her income from this job?
23 A. Well, I can't say exactly what the
24 figure was. But my recollection is that it was approximately

$400 a month paid by Panagra.

Q. Now, have you had occasion to see your wife since August 11, 1971?

A. Yes. Numerous times.

Q. Have you seen her since December of 1971?

A. Yes.

Q. When she was staying at your mother's home after her operation, were you staying there also?

A. Yes. And I saw her every day in the hospital after her operation.

Q. What has been the condition of her health since her operation?

A. Well, I think since her operation, her health, as far as I know, has been greatly improved by the operation. I think it has helped her tremendously.

Q. Would you say she is in good health or in bad health as of now?

A. Well, I am not a doctor, but I assume and think that she is in good health.

CROSS EXAMINATION

BY MR. CHAPPELL:

Q. I would like to talk about your job a few minutes, Mr. Robertson.

A. Yes, sir.

Q. I notice that there seems to be a modest fluctuation in your salary, as shown by the exhibits you have turned in. How is your salary determined?

A. Well, that figure, Mr. Chappell, is a combination of monthly salary and yearly bonus. And that is the way the Universal Leaf Tobacco Company has been set up for quite a few years.

THE COURT: Let me ask you one thing. I don't mean to anticipate you. But after the last hearing, isn't it correct that there was a news report that they had had a very good year this year and were declaring increased dividends?

THE WITNESS: Yes, sir.

MR. CHAPPELL: You did, Your Honor.

THE COURT: I thought I saw it after the hearing on August 31st.

THE WITNESS: My year ended June 30th. And they had a stockholders' meeting.

THE COURT: I wanted to be sure I had the same company in mind.

THE WITNESS: Yes, sir. It is the same company.

MR. CHAPPELL: It was the same company. And the Court has anticipated my question, which was: What sort of bonus are you to receive for the year you have just concluded? Or is it declared as yet?

THE WITNESS: The bonus has been paid, Mr. Chappell. I will not get another bonus until next July or August.

BY MR. CHAPPELL:

Q. Tell us about 1972. What was your income in 1972-73?

A. My income in 1972-73?

Q. However you break it up. You indicated the year ended in June.

A. Yes.

Q. What was your next year's income after your tax return for 1972?

A. What was it for 1972? Mr. Chappell, I don't have that figure in front of me.

MR. ANDERSON: It is on one of your exhibits.

THE COURT: $43,000 for 1970. $39,500 for 1971. And $40,875 for 1972.

THE WITNESS: I would say that it would go back to approximately $43,000, Mr. Chappell.

BY MR. CHAPPELL:

Q. Approximately $43,000?

A. Yes.

Q. So that we may understand the time lag here, that means that when you file your tax return for 1973 you think that the figure that you would put on the comparable line of your 1973 return would be $43,000 rather than $40,875 as in 1972?

A. Yes.

Q. All right.

A. It might be, say, $42,500 to $43,000. I haven't got that information with me. I have got it at my office.

Q. While we are on this subject, let me ask you this: What about the other sources of income? Are you in a position now to indicate what they would be thus far for this year?

A. I have no other sources of income except what is stated on my income tax. I anticipate nothing greater from outside than is shown on this last figure.

1 Q. Let me go back to your salary again.
2 Does your company have a pension or stock option plan?
3 A. We have a pension plan. And we have
4 a stock purchase plan.
5 Q. Are they the only two fringe benefits
6 of that sort that you have?
7 A. Well, we have medical insurance and
8 we have life insurance.
9 Q. Tell the Court about your pension plan.
10 Are any monies that you normally would receive as income set
11 aside for you in your pension plan?
12 A. Would you repeat that question?
13 Q. All right. Let me rephrase it. Explain
14 your pension plan. What is it?
15 A. It is based on when you reach retirement
16 which is normally, with our company, at age 65. Or you can
17 elect to take earlier retirement at 62. But the pension plan
18 is based on your salary at the time you retire plus the number
19 of years you have been with the company.
20 Now, I cannot break it down as to what
21 I would be getting if I were 65 today and had been with the
22 company since I was 22. I don't know the plan that well.
23 Q. Do you contribute to the plan?
24 A. No, I do not.

Q. The company makes all contributions?

A. The company contributes to the plan, yes.

Q. Tell us about the stock purchase plan. This has to do obviously with purchasing shares of stock in Universal Leaf Tobacco Company?

A. That is correct.

Q. How many shares of stock do you own under this stock purchase plan in Universal Leaf Tobacco Company?

A. I own, I think, Mr. Chappell, in the neighborhood of 1,000 shares, of which I own half and Universal Leaf owns half.

Q. Let me refresh your recollection. In your pleadings you make reference to information supplied to me by writing dated July 8, 1971. And I would like for you to take a look at this.

MR. CHAPPELL: And here is a copy for the Court. And at this time, I would like the tissue paper copy to be marked as the Plaintiff's next sequential exhibit. Let me see if I can get the number, Judge.

THE COURT: I believe it is No. 6.

MR. CHAPPELL: All right, sir. I would like to have that marked as Plaintiff's Exhibit No. 6.

1 NOTE: Plaintiff's Exhibit No. 6 was
2 marked for identification.
3 BY MR. CHAPPELL:
4 Q. Have you had an opportunity to look
5 at this, Mr. Robertson?
6 A. Yes. I am looking at it right now.
7 Q. Do you recall it?
8 A. Yes, I recall it.
9 Q. Now, let's start at the top. This
10 was an indication of information you had prepared in July
11 of 1971 to set forth your approximate net worth?
12 A. That is correct.
13 Q. The first item is common stock and
14 securities held at Scott & Stringfellow?
15 A. That is correct.
16 Q. And that is shown as $80,000?
17 A. That was in 1971.
18 Q. Now, is this comparable to the
19 $131,000 figure which is mentioned in the Scudder, Stevens &
20 Clark statement?
21 A. That is correct. That is mentioned
22 in the statement of Scudder, Stevens & Clark.
23 Q. So, your common stock investments have
24 gone up from $80,000 to approximately $131,000?

A. Because of the inheritance of my father, Mr. Chappell.

Q. All right. Now, we come back to my original line of inquiry. On this list, you show 1,500 shares of ULT -- presumably meaning Universal Leaf Tobacco -- common stock held in the company stock purchase plan until retirement. Do you see that?

A. I see that.

Q. So, in 1971, you had 1,500 shares. You go on to say that this amount of stock will increase from year to year, five percent of total salary and bonds put in by you each year and the same amount by the company plus dividends. Does that sound reasonable?

A. I don't know what the "salary and bonds" means. Well, it was supposed to be "salary and bonus" there.

Q. Salary and bonus, then.

A. Right.

BY MR. CHAPPELL:

Q. Mr. Robertson, when we recessed for lunch, I had commenced asking you some questions concerning Plaintiff's Exhibit No. 6, which is a statement you prepared on July 8, 1971. And we were discussing the 1,500 shares of Universal Leaf common held in the company stock purchase plan to your account. You had originally recalled it was 1,000 shares and this, I believe, refreshed your recollection. Could you tell me now how many shares, to the best of your information, you hold today?

A. I was wrong, Mr. Chappell. I was thinking of actually what I owned and not the company. So, the total plan is in the neighborhood of 2,000 shares.

Q. Do you know what the stock is selling at approximately today?

A. Today I don't know. Itwas about 27 when I looked at it last. I haven't looked at it this morning.

Q. If I suggested to you that in yesterday's Wall Street Journal it was 27½ bid and 27-5/8 asked, that would sound about right, wouldn't it?

A. That sounds right. It doesn't move like we want it to move.

Q. And I believe you have indicated that if you left the company tomorrow, 1,000 shares would be yours?

A. Would be mine, that is correct.

Q. And, of course, by that you would forfeit the other 1,000 shares?

A. I would forfeit the other 1,000 shares, yes.

Q. But if you stayed on until retirement, you would get the whole thing?

A. I get the whole thing, yes. There is a tax angle in there. It is a complicated stock purchase plan, which I will be glad to provide for you to see the whole thing. But there is a tax angle in there on the shares that I get from the company. It is considered not as income but as a capital gains type of deal. It is a plan about that thick (indicating).

Q. A plan like this, it would be fair to say, wouldn't it, is certainly designed to give the executives of the company some benefits without socking them with high taxes in the year in which they are accrued? Isn't that correct?

A. Well, I think it is also a motivating plan to get more out of your people also. You have to put up half of the money yourself, and they supply the other half. It is motivation. And also it is, to a certain extent, a fringe benefit.

Q. Let me do a little rough mental arithmetic with you to see how this works in a given year. I notice in your comment in the pertinent paragraph on Plaintiff's Exhibit No. 6 that you would start out with five percent of your salary and bonus. So, we assume that your salary is $40,000, and five percent would be $2,000 that you would contribute.

A. That I would contribute, yes, which is withheld.

Q. And then the company matches that with another $2,000?

A. That is correct.

Q. So, we then have $4,000. Then you add to that the dividends that have accumulated on the 2,000 shares that is in the plan? Is that correct?

A. That is correct. The dividends go back into the plan. I do not receive the dividends.

Q. According to this same Wall Street Journal that I checked on, it would appear that your dividend

1 is $1.76.

2 A. Yes.

3 Q. So, we would be multiplying 2,000 times

4 $1.76. And that would come out somewhere around $3,400,

5 wouldn't it?

6 A. I presume so. I am sure your multiplica-

7 tion is correct.

8 MR. ANDERSON: Judge, I would object to

9 this on the ground that this is not money received by Mr.

10 Robertson. That is, the dividends are not received by him.

11 They go to purchase stock that he will later, upon retirement,

12 receive. Or, if he leaves the company, he will receive one-

13 half of it.

14 THE COURT: It is reasonably associated

15 with the nature and extent of his estate.

16 MR. ANDERSON: All right, sir. We except

17 to the ruling so far as it bears on his income.

18 THE COURT: Of course, it has nothing

19 to do with current income, but with the nature and extent of

20 his estate. Or, the possible nature and extent of his estate.

21 If he quits, it is half of figure X. If he stays until he

22 retires, it is all of figure X. But what Mr. Chappell, I

23 think, is doing is simply showing the mechanics of the thing

24 and how big it could possibly grow.

MR. CHAPPELL: I am showing not only, as Your Honor has observed, the way it blends into the development of his estate; but quite obviously, we have just had a fact presented to the court which is pure income, although it goes into the assets column ultimately. It is $1.75 multiplied this year by 2,000 shares.

And I appreciate Mr. Anderson's interruption for the reason that I rechecked my arithmetic, and instead of $3,400, it looks like it is $3,520.

BY MR. CHAPPELL:

Q. Assuming my arithmetic is reasonably accurate, then, this year there would have gone into this stock purchase plan to your credit approximately $2,000 as your contribution, plus a matching amount of $2,000 from the company, plus the dividends of approximately $3,500? Again assuming my arithmetic to be correct, that would be a $7,500 sum with which additional shares would be purchased? Is that correct?

A. That would be correct, yes.

Q. And so that there may be no question about it, these shares that we have been discussing in Universal Leaf Tobacco Company are not shown on your Defendant's Exhibit J, namely, the Scudder, Stevens & Clark report?

A. That is correct. Because I don't have

1 those shares. I have no control over them.

2 Q. I understand. Referring again to

3 Plaintiff's Exhibit No. 6, there is a reference to --

4 MR. ANDERSON: Judge, you understand

5 he doesn't have those shares?

6 THE COURT: I understand. But he can

7 quit right today and draw half of it. I understand.

8 MR. ANDERSON: That is right.

9 THE WITNESS: I don't think I can

10 afford that.

11 THE COURT: And if he doesn't quit,

12 they will come in as a whole amount when he retires. It is

13 an asset. It is something he could borrow money against.

14 THE WITNESS: No, sir.

15 THE COURT: You could not borrow money

16 against half of it?

17 THE WITNESS: No, Your Honor, I could

18 not.

19 THE COURT: Well, if it isn't an asset,

20 then I don't know what an asset is.

21 MR. CHAPPELL: Judge, I do hope that

22 this ability of Mr. Robertson to quit his job or not quit his

23 job will not be treated in any different light than has his

24 salary up to now. Indeed, if he quit his job tomorrow, he

1 wouldn't have any salary. We have to operate on the same
2 assumption that he will continue his employment. And, indeed,
3 if it should develop that he should quit, I think the evidence
4 would show that he does have one-half of this that he can
5 take and use.
6 THE COURT: We have been over it at
7 least five times. And it runs to the nature and extent of
8 his estate.
9 MR. CHAPPELL: All right.
10 BY MR. CHAPPELL:
11 Q. On Plaintiff's Exhibit No. 6, Mr. Robert-
12 son, you have a reference to a very small interest in oil
13 fields in West Virginia and Texas. Is this the item that you
14 mentioned to Mr. Anderson as the drilling operation?
15 A. That is right. I think the income came
16 in on that.
17 Q. Your investment in 1971 you estimated
18 to be $13,000?
19 A. That is correct.
20 Q. Have you invested anything since then?
21 A. No. And it has never paid out.
22 Q. I see here the next item is one share
23 in Wright's Island Shooting Club, which you similarly men-
24 tioned to Mr. Anderson. And as I recall it, this would be

1 the item in which you have a one-twelfth interest in how
2 many acres? Three thousand acres?
3 A. It is right at 3,000 acres. I would
4 have to check the absolute acreage, Your Honor.
5 Q. But approximately 3,000 acres? You have
6 a one-twelfth interest in it at a cost of $11,200?
7 A. And that share of stock, Mr. Chappell,
8 is up as collateral against the loan at UVB.
9 Q. And that is the $9,000 loan?
10 A. The $9,800 loan.
11 Q. Do you have any idea what this share of
12 Wright's Island Shooting Club is worth today?
13 A. Well, it is hard to say, because it is
14 a limited membership. And you could find some people that
15 would pay more than I paid for it that might not be accept-
16 able to the club. You might find people that would be
17 acceptable that wouldn't be willing to pay any more than I
18 paid for it.
19 Q. When did you buy it?
20 A. To my best recollection, I have had it
21 about three years, Mr. Chappell. And I borrowed the full
22 amount when I bought it.
23 Q. And since you have paid it down --
24 A. I have paid it down to $9,800.

1 Q. Earlier, in referring to automobiles, I
2 believe you referred to the 1965 Skylark Buick as being your
3 car or being in your name. That automobile actually was
4 purchased by your wife, wasn't it?
5 A. That is correct.
6 Q. And it was kept in your name to facilitate
7 insurance coverage and that sort of thing?
8 A. Yes. Joint names for cars are not very
9 practical. I wasn't trying to claim the car was my car.
10 Q. Do you still own the Volkswagen?
11 A. The 1959 Volkswagen?
12 Q. Yes.
13 A. No.
14 Q. What do you own now?
15 A. Registered in my name, I own a 1972
16 Volkswagen. However, it belongs to my children, actually.
17 Q. Do you have a company car?
18 A. Yes, I have a company car. I would have
19 to have a car of my own if I didn't have the company car.
20 Q. Then you next list your belongings at
21 the Berkshire Apartment as being of a value of approximately
22 $5,000. They would be your personal belongings?
23 A. I would think so. That was a very rough
24 estimate, Mr. Chappell. But that is correct.

Q. Now, if you would be good enough to turn over to the second page of Plaintiff's Exhibit No. 6. This purports to be your expenses for the calendar year 1970. And this would have been the last full year that you and Mrs. Robertson lived together as man and wife; is that correct?

A. That is correct.

Q. You have previously testified as to your commitments as a result of your first marriage. And I should like to pick up my questions to you with "Club Dues, $690." What club or clubs would that be?

A. That would be the Commonwealth Club -- well, where are you referring to?

THE COURT: The fourth item down.

THE WITNESS: I see.

BY MR. CHAPPELL:

Q. It is very difficult to read the figures. Let me give you a slip of paper with which you can line them up.

A. That would be the Commonwealth Club, the Bull and Bear Club, and the Executive Club.

Q. Any others?

A. And possibly in there would be some assessments on the Wright's Island Club. But I don't think so.

Q. It would be more likely that that would fall in under the duck shooting later on, wouldn't it?

A. That is correct.

Q. Then the next item is the apartment and parking, $4,260. And that is at the rate in existence at that time?

A. That is correct.

Q. And then here is the $475 a month to your wife, which has been testified to. And you, as I understand it, are continuing to make these payments?

A. That is correct.

Q. And then there is an item of "LPR" -- presumably meaning Luisa Pinillos Robertson -- "Purchases, some household, mainly for herself, paid by WSR." And that is $1,147.90.

A. That is what my checkbook showed when I went over this back when this thing was done in 1971.

Q. The following item would be your expenses for duck shooting and related matters. And that is $1,777.87.

A. That is approximately correct.

Q. Then an item for your overseas travel of $1,000. And then car repairs and gasoline. This $326.26 was for both automobiles?

A. Yes. Well, no. Because the Volkswagen

1 that was listed on here belonged to my children at that time
2 too. They have a newer Volkswagen now. The only car that was
3 actually there was the Buick 1965 Skylark.
4 Q. So, the $326.26 would, indeed, apply to
5 this same Buick Skylark that we have been talking about?
6 A. Yes.
7 Q. Skip the next $80.80 item and go to
8 "Presents." What is meant by "Presents"? Are these business
9 gifts and that sort of thing?
10 A. Business gifts. Gifts to your family.
11 Gifts to your relatives. Christmas gifts. Wedding gifts.
12 All sorts of gifts.
13 Q. What part of that $766.30 would be
14 attributable to gifts that might have been purchased by your
15 wife for someone?
16 A. She could have purchased some wedding
17 gifts at that time.
18 Q. Could you give us an estimate?
19 A. No, I can't give you an estimate.
20 Q. The telephone, $563.39. What would you
21 estimate would be the portion of that that would be attribut-
22 able to your wife's calls to Peru to her family and that
23 sort of thing?
24 A. Well, I think she called probably once

a month and maybe at Christmastime and at New Year. And then the calls ran from $12 to $15, I would say, Mr. Chappell. But you must realize that this summary was done quite some time ago. So, it is hard for me to break them down exactly for you.

Q. I understand. Now, under "Doctors," you have $238. Could you give me an estimate as to what part of that might be attributable to your wife and what part to you? Or would it all be one way?

A. No. Most of it would probably be for my wife. Because she went through a lot of dentistry work and that sort of thing, which mounted up.

Q. Skip the next small item for "Repairs" of $73.37, and go on to "Household," which you indicate would include drug store, cleaners, etc., $586.27. What part of that could you estimate would be attributable to your wife's expenditures?

A. Well, she spent the money for the household.

Q. I take it you are not in a position now to say that so much of it would be for her?

A. I would say that I paid those bills, naturally. But I think that she, running the household, would have made them.

1 Q. Let me ask my question this way: Drug
2 store, cleaning and so on -- would you say that half of
3 this would be for your cleaning and drug uses and the other
4 half would be for her? Or is it one-third, two-thirds?
5 What would be your estimate?
6 A. I would think most of it would be for
7 her.
8 Q. Then, finally, you see "1970 LPR air
9 travel and overseas expenses, $4,796.39." This, I take it,
10 was one of those off years in which you had to pay for it
11 and the company didn't?
12 A. That is correct.
13 Q. And I believe you testified this would
14 happen two years running, and then the third year, they paid
15 it?
16 A. That is correct.
17 Q. The year preceding this, had that been
18 the year for the company to pay or for you to pay?
19 A. I don't know. And I have gotten off the
20 track on when the years are, Mr. Chappell. I just don't
21 remember. I know that this was one of the years they didn't
22 pay.
23 Q. Having looked at this list again, does
24 it still accurately reflect on the first page your assets

except as you have previously testified?

A. No. The Scudder, Stevens & Clark statement reflects a debit at Scott & Stringfellow of approximately $11,000 and no cash against it. I think you will see it circled there, Your Honor.

Q. I said, except as you had previously testified.

A. But I didn't testify to that.

Q. Well, you really did when you introduced it as an exhibit.

A. Well, I didn't know whether it came out --

THE COURT: Well, I had seen this with a red circle around it.

THE WITNESS: Right, sir.

BY MR. CHAPPELL:

Q. Are there any other items that would fall in the assets category that you can think of that should be added to this list?

A. I think I have covered them all, Mr. Chappell. I thought of that Wright's Island share just this morning.

Q. You haven't purchased an interest in any other hunting club, have you?

A. No.

1 Q. I asked you originally about your
2 salary fluctuations. I failed to inquire if your salary
3 prior to 1970 -- that is to say, 1969, 1968 and so on --
4 was essentially the same. Or was it different than the
5 approximate $40,000 level?
6 A. No. It was lower. It was going up a
7 little every year. When I made Vice-President, it went up
8 considerably.
9 Q. When did you make Vice-President?
10 A. It must have been eight or nine years
11 ago, Mr. Chappell. I don't remember the exact year. It
12 is funny, but I don't.
13 Q. But if it were eight or nine years ago,
14 then in the two or three years prior to 1970 -- which is
15 the first year in which we have your tax returns -- it would
16 have been up at that higher plateau?
17 A. It would have been in there between
18 $35,000 and $40,000, yes.
19 Q. And when I said "salary," I meant, of
20 course, your salary and bonus from your company.
21 A. Yes.
22 Q. Your mother has indicated that she
23 assisted in the educational expenses of your oldest daughter.
24 And I believe she also mentioned sending a child to Saint

1 Catherine's and one to Saint Christopher's.

2 A. Those are not my children. Those are her

3 other grandchildren.

4 Q. During the period of your marriage to

5 your wife thus far, has your mother made any other

6 contributions, financial or otherwise, to your marriage

7 except the furniture?

8 A. To our marriage?

9 Q. Financial contributions to your marriage.

10 A. To our marriage?

11 Q. To the support of you and your wife, or

12 to you.

13 MR. ANDERSON: Well, can we limit it as

14 to what time we are talking about?

15 MR. CHAPPELL: Let me start again.

16 BY MR. CHAPPELL:

17 Q. During your marriage, has your mother

18 made financial contributions to you other than has been

19 testified to here?

20 A. Do you mean to send my children to camps

21 or schools? Is that what you are getting at? Or just

22 giving me a cash handout? Or what?

23 Q. Anything.

24 A. I think she did send my youngest

1 daughter to camp a couple of summers. And then I took it
2 over. When she started sending my oldest daughter to
3 Mary Baldwin College, I took back over the camp. Because
4 my mother tries not to give to anyone of her three children
5 any more than she gives to the others. She tries to keep
6 it well balanced that way.
7 Q. Do I correctly assume from your
8 testimony that she did not make any cash contributions?
9 A. At Christmas, she gives me a cash
10 present.
11 Q. What is the range of it?
12 A. $500.
13 Q. Referring to your income tax returns,
14 which have been introduced as Defendant's Exhibits F, G,
15 and H, I do not observe that you have taken your children
16 as exemptions. Is that a proper observation?
17 A. That is correct. Because Mrs. Benedict
18 takes my children as exemptions.
19 Q. Is this specified in the agreement that
20 you have filed?
21 A. It was specified by the lawyers that she
22 got the children as exemptions. I think it is in the
23 agreement too, actually.
24 Q. Well, the reason I asked you the

1 question is that I did not see it in there. And I was
2 curious to know why you were not taking them as exemptions.
3 A. Mrs. Benedict takes them.
4 Q. Have you looked into the availability
5 of the exemptions to you on the basis that you contribute
6 far more than one-half of their support?
7 A. Yes. But then you get into the area
8 of child support versus alimony. When this agreement was
9 set up, we got out of that area so that I could deduct the
10 payments I made.
11 Q. Then, there is an understanding on this
12 that does not appear in the written agreement?
13 A. I think --
14 THE COURT: He wants to deduct it all
15 under the agreement as alimony rather than claim a child
16 deduction. It used to be $600 per child. It is pretty
17 simple. It is obviously much more beneficial to him to
18 claim the whole thing as alimony than it is to claim part
19 as alimony and part as child deduction.
20 MR. CHAPPELL: You are entirely correct,
21 Your Honor. I was merely raising the question as to whether
22 he could do both. That is all.
23 THE COURT: I understand.
24 THE WITNESS: You can't do both. If you

1 could arrange it, I would appreciate it.
2 BY MR. CHAPPELL:
3 Q. But no effort has been made recently
4 to look into this, I take it?
5 A. Oh, yes. Great effort. I have looked
6 into this agreement. In fact, it is being looked into now.
7 Because it is a binding agreement.
8 Q. I should like now to examine you with
9 reference to the investment report. And for some reason,
10 I cannot remember the name of that firm. It is Scudder,
11 Stevens & Clark.
12 A. Scudder, Stevens & Clark, that is right.
13 Q. That would be Defendant's Exhibit J.
14 You have identified these gentlemen, Scudder, Stevens &
15 Clark as money managers?
16 A. Investment managers, that is correct.
17 Q. I am looking for my notes of that part
18 of your testimony when Mr. Anderson asked you about the
19 instructions to these gentlemen. And my recollection is
20 that you received their recommendations and followed them.
21 And the object of the instructions was to increase your
22 capital or your principal and to hold dividends to the
23 level they have been more or less?
24 A. That is correct. You balance the two

1 between income and capital appreciation.

2 Q. When did you first establish your

3 relationship with Scudder, Stevens & Clark?

4 A. Approximately a year ago.

5 Q. At that time, did you advise them of

6 your need for income?

7 A. No.

8 Q. Would it not have been vital

9 information if they were to produce the income you would

10 need to meet your obligations?

11 A. Rephrase that.

12 Q. Would not such advice have been

13 appropriate if you were to produce the income you need

14 to meet your obligations?

15 A. No, I don't think so.

16 Q. But in any event, you did not advise

17 them of your need for income?

18 A. I told them that I wanted to get the

19 income that I could out of the portfolio on a diversified

20 basis.

21 Q. As I look at the value of your shares

22 shown on Defendant's Exhibit J, the total account is of

23 the value of $131,524.74. And in your Exhibit B -- which

24 I take it was developed from your tax returns -- you show

1 dividends of approximately $3,900 to $4,000 for 1972. Does
2 that sound right?
3 A. That sounds right.
4 Q. Would you like to refer to Exhibit B
5 so that you will not have to guess at it? Exhibit B, the
6 second page. It is actually entitled, within Exhibit B,
7 Exhibit A.
8 A. Right. It is Exhibit B to Exhibit A.
9 THE COURT: And the next sheet
10 attached is marked Exhibit B.
11 MR. CHAPPELL: Yes, sir.
12 BY MR. CHAPPELL:
13 Q. Do you see the figures that I have
14 been referring to?
15 A. Yes, I do.
16 Q. Again just a bit of mental arithmetic
17 indicates that the yield or return on your investment is
18 about three percent. Is that correct?
19 A. I think the way this was done, three
20 and a half percent, I think, was the latest. I have got
21 some information from Scudder, Stevens.
22 Q. Of course, I was applying the figures
23 you had in your exhibits. And it does come closer to
24 three percent. But let's assume that it is somewhere

1 between three percent and three and a half percent.

2 A. All right.

3 Q. In your earlier testimony, you have

4 told the Court that you have been spending capital to meet

5 your obligations. You are aware, are you not, that on

6 today's money market, you can make much more in the way

7 of a return on your investment than three and a half percent?

8 A. Do you mean putting it in CD's at

9 10 percent or something like that?

10 Q. Yes.

11 A. I am in business, Mr. Chappell. I am

12 aware of that, yes.

13 Q. So, if you used your money in that

14 fashion, rather than having a return of $4,000, you could

15 have a return of $13,000? Is that correct?

16 A. If CD's continued at 10 percent. They

17 fluctuate rapidly up and down.

18 Q. Three and a half is a very low return,

19 is it not?

20 A. Not on anything that is in the stock

21 market. On a balanced portfolio, three and a half percent

22 is just about average.

23 Q. On a balanced portfolio?

24 A. Yes.

Q. That is to say, a portfolio that is not geared towards producing income but rather to preserving and maybe enhancing your capital structure and at the same time giving you some income?

A. No, I wouldn't say that.

Q. Tell me what you mean by "balanced portfolio."

A. I think that a portfolio that is geared to producing not only capital gain but a reasonable -- and "reasonable" is a word that could be questioned -- and a sufficient amount of income -- well, I think that if you look at the returns on common stock in the United States, three and a half percent is not very low. Now, I don't know how much research you have done on it. I am not a stock market research expert.

THE COURT: Well, they picked up in appreciation in that year you have dealt with them of $28,000 on $103,000 investment, didn't they?

THE WITNESS: Unless I put some money in there, Your Honor --

THE COURT: No. I am looking at the cost price.

THE WITNESS: A lot of those shares I have had since 1949, Your Honor.

THE COURT: You gave them shares to start with?

THE WITNESS: They have just managed the first share I have bought since I was a boy.

THE COURT: You mean you didn't give them shares?

THE WITNESS: No. They don't hold the shares. Scott & Stringfellow is holding the shares.

BY MR. CHAPPELL:

Q. These gentlemen literally counsel you on what you do with your shares?

A. That is correct.

THE COURT: They are not like these agency agreements where you turn over your stocks to the banks?

THE WITNESS: No.

BY MR. CHAPPELL:

Q. To bring this line to some sort of conclusion: At no time have you discussed with your counselors, Scudder, Stevens & Clark, a need on your part to increase your income and their advice concerning that?

A. Yes, I have. And I have a letter.

Q. Did you tell them of your financial commitments and the figures such as you have testified to

before this Court?

A. They know my financial commitments.

BY MR. CHAPPELL:

Q. Mr. Robertson, would you be good enough to refer to Defendant's Exhibit B? First of all, the second page which is headed up "Exhibit A" within Defendant's Exhibit B, am I not correct in stating that this is a pro forma statement as to what your taxes would be or would have been had these items been deducted in the manner you have set up here?

MR. ANDERSON: I think I can answer that. We prepared the statement on that basis, if Your Honor please. That is for the record. Just for the record, we will stipulate that.

MR. CHAPPELL: Judge, quite obviously, when we get over to deducting the support for Mrs. Robertson,

he hasn't deducted it in past years because they filed a joint return. I thought the record should show that.

THE COURT: All right.

BY MR. CHAPPELL:

Q. Please turn to Exhibit B within Defendant's Exhibit B. The automobile expense shown in item no. 5 of $209, is that for the Volkswagen? Or is that for the Skylark?

A. That is for the Volkswagen and some gasoline money that I put into the company car. I mean if I take personal trips and that sort of thing, I do not charge the company for that type of gasoline.

Q. The next item, item no. 6, is "Sports - duck, dove, skeet shooting, etc., $1,884.86." This is an item which you have expended fairly consistently throughout your marriage?

A. Yes.

Q. Your attorney, Mr. Anderson, made available to me some of your canceled checks. And in the interest of time, I should like to show you a resume of these checks. And before you review the figures, help me identify some of these names.

Wright's Island Game Association. Would that be related to duck shooting?

1 A. That is ducks, yes.

2 Q. How about Club LaSalle?

3 A. No. Club LaSalle is not related.

4 Q. What is Club LaSalle?

5 A. Club LaSalle is a fishing club in

6 Canada that is dominated by members of Phillip Morris,

7 who are Universal Leaf's biggest customer. And if they

8 say they want you to join Club LaSalle, you join Club

9 LaSalle.

10 Q. Well, these checks about Club LaSalle --

11 were you reimbursed by your company?

12 A. No. But I am going to deduct them.

13 Q. I see. How about Mrs. G. E. France?

14 A. That is the lady that owns the marsh

15 that my brother-in-law lease.

16 Q. So, that is in that category?

17 A. Yes.

18 Q. And Ducks Unlimited also?

19 A. Ducks Unlimited is a non-profit

20 organization. It is tax deductible in my tax return. It

21 is for wetlands in Canada.

22 Q. Meyer France? Who is that?

23 A. That is the son of Mrs. France.

24 Q. And Wild Wings? What is that?

A. That is a duck painting. It has nothing with shooting.

Q. That is a work of art?

A. It is a work of art, yes.

Q. So, your figure, as shown on your list here, is something that you spend substantially in that same amount each year?

A. It runs approximately that, yes.

Q. Item no. 8 on this same exhibit is "Food, $1,850." What is that item for and where is it spent?

A. It is for food, naturally, for me. And it is spent at various restaurants, clubs and so forth. I think it averages out about $35 a week.

THE COURT: You pay nothing at your mother's home?

THE WITNESS: I pay nothing, but I don't eat my meals at my mother's home.

THE COURT: Not any?

THE WITNESS: Breakfast.

THE COURT: Well, that is one out of three.

THE WITNESS: Well, my breakfast.

BY MR. CHAPPELL:

Q. You never have dinner at your mother's home?

A. Occasionally. But very, very seldom.

Q. Where do you usually have your dinner?

A. I have it at various places.

Q. Do you ever have your dinners with Mrs. Wagner?

A. Yes, I have my dinners with Mrs. Wagner.

POLE, BENTON & JOHNSON
COURT REPORTERS
MUTUAL BUILDING
RICHMOND, VIRGINIA 23219

Q. Mr. Robertson, is any portion of that $1,850 you have noted used for Mrs. Wagner?

A. No.

THE COURT: I am going to ask the questions at this stage.

Since you left your wife, and within the year 1971, what amount of money or other things of value have you contributed to or given to Mrs. Wagner for the year 1971?

THE WITNESS: All right, Your Honor. I would say I have given her approximately -- and this is an approximate figure -- $170 a month. Most of that, if I may elaborate --

THE COURT: You have answered, you may elaborate now.

THE WITNESS: Thank you, sir. Most of my meals were eaten there. So, a lot of that was taken up in food that I ate. Also, Mrs. Wagner supplied me with my cigarettes that were kept there and bought several presents

for me during Christmastime and things like that for me to give to people. Now, that is the monetary change.

THE COURT: That is 1971. How about 1972?

THE WITNESS: It has gone through like that about the whole time.

THE COURT: 1973?

THE WITNESS: For 1973, it is running about that now. That is an average figure.

THE COURT: I understand. You can't do any better than you can do. $170 a month on the average. Do you want to go ahead?

MR. CHAPPELL: I believe the witness had addressed himself to monetary matters.

THE COURT: And other things of value, I asked him.

THE WITNESS: I have given Mrs. Wagner, Your Honor, some gifts.

BY MR. CHAPPELL:

Q. Could you describe those gifts, please?

A. Yes. I gave her a tourmaline ring.

Q. Could you give us an approximate value?

A. I think that it ran $740.

Q. Next?

A. I gave her a wool coat.

Q. What was the value of that?

A. The value was around $200.

Q. Next?

A. I gave her a gold bracelet.

Q. Value?

A. The value was around approximately $200.

Q. Anything else?

A. I think that is all, Your Honor.

THE COURT: That includes 1971 to date?

THE WITNESS: Yes, sir.

THE COURT: All right.

BY MR. CHAPPELL:

Q. Did you, by chance, give her a fur coat or wrap of any sort?

A. Absolutely not.

Q. The ring you described is the only ring you have given her?

A. That is correct.

Q. We might move back to Exhibit B within your Exhibit B. And Item No. 10 is "Acquisitions - Art Works." You have $1,700 for that. What are those art works?

A. "Wild Wings." I have pointed that out

to you. That is fourteen hundred and some dollars.

Q. That is a painting?

A. That is a painting, yes.

Q. What else would go into this $1,700?

A. I bought some hides in Brazil. I bought some decorative decoys -- hand-carved decoys. They are not for shooting. They are decorative. And that comes up to about that figure.

Q. Item No. 11 is "Social - including vacations." What is intended by this?

A. That is vacation money that I have used and spent and various entertaining of friends. It was not business. I wasn't reimbursed by my company for this.

Q. Would there be included in any of this figure of $1,143.18 any expenditures on vacations or social occasions for Mrs. Wagner?

A. Yes, there could be.

Q. Do you have an estimate of what it might be?

A. No. Because it would be actually a very small amount.

Q. Turn again to the earlier part of your Exhibit B, the second page, where you list the support of Luisa Pinillos Robertson. You show rent and parking, $357;

cash, $475; life insurance; $95.67. Do you see that?

A. Yes.

Q. Should you not also have included in that the estimated $220 to $230 that you provided her during that period in which you were paying for charge accounts and bills of that sort?

A. I was not advised to include it.

Q. Well, let me ask you this way: Commencing from the time you left the house in August of 1971, until last November, is it not a fact that you did the things that are shown on this second page of Exhibit B to which I have referred, plus paying all charge account bills of Mrs. Robertson, your wife?

A. Some of them being my bills too, yes.

Q. As a matter of fact, to refresh your recollection --

A. I know that letter, Mr. Chappell.

Q. You wrote to her on October 23, 1972 and told her that having checked your bills that you had paid, that these things averaged approximately $220 to $230 a month; is that correct?

A. That is correct.

Q. So, if this were to be accurately stated, there would be another $220 at least added to that figure;

is that correct?

A. That would appear to be correct.

Q. Reference has been made to the Jaquelin P. Taylor trust pursuant to which you receive income. You have heard your mother testify as to the estimated value of the corpus. Do you have a more accurate estimate than the one that she gave?

A. I am a trustee.

Q. All right. Since you are a trustee, tell us the value of the corpus approximately?

A. Approximately --

MR. ANDERSON: Excuse me. We object again, if Your Honor please, onthe grounds that this is only an expectancy.

THE COURT: I understand. And it will be received.

MR. ANDERSON: We except to the Court's ruling.

THE WITNESS: At the present market value, it is probably in the neighborhood of six and a half million dollars.

BY MR. CHAPPELL:

Q. Do you plan to marry Mrs. Wagner?

MR. ANDERSON: We object to this, if

Your Honor please. It tends to incriminate. And it is beyond the scope of this inquiry also. It is not material or relevant.

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17 MR. CHAPPELL: I do not wish to reargue
18 the point. But may I just suggest to the Court that I failed
19 to mention in my beginning remarks on this issue that I
20 have taken the position with the Court and with counsel
21 consistently that at the appropriate time, we would ask the
22 Court to consider Section 20-119 of the Code of Virginia,
23 which deals with adultery and the intention or the ability
24 to remarry. Now, these are related, Your Honor.

THE COURT: Well, that is a Section that, if the Court finds him guilty of adultery, the Court can take into consideration with or without his intention to marry.

MR. CHAPPELL: All right. I except to the ruling of the Court.

THE COURT: Very well. I might as well approach this one now too: On the question of incrimination, I have read some on my own. And I have been helped a great deal by the cases filed. I believe that on the whole, despite the statute -- which seems to give a use immunity in Virginia -- and I have run into it before in criminal cases -- I believe that the Fifth Amendment right not to incriminate yourself to be a greater right. And when it comes to questions of committing adultery or any other crime, the ruling of the Court is that the questions may be asked in detail. There will be no blanket taking of the Fifth Amendment.

Now, whether it is taken to each question or not is for the witness and his or her counsel to decide.

Again, I think that if counsel thinks they should be asked, I intend to let him ask them. And we need not have a complete repetition of the constitutional refusal to answer each time. But I am thoroughly persuaded that in this type of case, a Court may draw negative

1 inferences from a failure to answer. It still makes him
2 immune from prosecution.
3 There is certainly in a civil case the
4 type of thing that -- or in a criminal case -- it is not
5 the type of evidence one may be convicted upon. It is not
6 even the type of evidence, standing alone, upon which you
7 could enter a judgment in a civil case. But it is the type
8 of conduct when connected with all the other evidence, that
9 may be the straw that causes the Court to lean one way or
10 the other.
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THE COURT: I don't believe that I am going to require that. And I will let you take your exception to it.

Now, I have got an idea what your next question is going to be. And that may go off on a different ground. But it is true that if it is not based on constitutional grounds, I don't know much reason for the Court to bar the answer for the record.

MR. CHAPPELL: I am saying to the Court, with all due deference to the Court and counsel, how do I protect my record other than to elicit the answer and save it if we ever have an appeal unless it is a constitutional issue? And in that event, I also have a duty. And that duty is that I have got to ask the question.

THE COURT: That is right.

MR. CHAPPELL: I have to have it one way or the other.

THE COURT: I think that is correct. I think since the ruling was not based on constitutional grounds, he is entitled to an answer to the question. I will give you an opportunity to use that ground if you want to, though.

MR. ANDERSON: Well, we instruct the

1 witness to claim the privilege.

2 THE COURT: All right. I think you

3 are right. I appreciate that if it is constitutional,

4 you cannot compel the answer. If it is not, you can make

5 your record regardless of the ruling of the Court.

6 BY MR. CHAPPELL:

7 Q. Have you had sexual intercourse with

8 Katheryn Wagner?

9 MR. ANDERSON: Does the Court want me

10 to instruct the witness in each instance? Perhaps it

11 would be simpler to do that.

12 THE COURT: I think so.

13 MR. ANDERSON: I advise the witness

14 to claim the privilege.

15 BY MR. CHAPPELL:

16 Q. On how many occasions have you had

17 sexual intercourse with Katheryn Wagner?

18 MR. ANDERSON: I advise the witness

19 to claim the privilege.

20 BY MR. CHAPPELL:

21 Q. What is Mrs. Wagner's Address?

22 MR. ANDERSON: I advise the witness

23 to claim the privilege. I know that the Court required

24 her to answer this. But I advise him to claim the privilege.

THE COURT: All right.

BY MR. CHAPPELL:

Q. What is her apartment number at that address?

MR. ANDERSON: I advise him to claim the privilege.

THE WITNESS: I so do.

THE COURT: Shall we have it understood that as long as he says nothing, he is following counsel's advice?

MR. CHAPPELL: Yes, indeed.

THE COURT: Rather than have him say something each time.

BY MR. CHAPPELL:

Q. Are you still seeing Mrs. Wagner?

MR. ANDERSON: I advise the witness to claim the privilege.

BY MR. CHAPPELL:

Q. I am going to refer to the dates in the Bill of Complaint one at a time. And as to each date, I want to know if you were in Mrs. Wagner's apartment on those dates. November 14, 1972.

MR. ANDERSON: Can we save time?

THE COURT: Just list them all.

MR. CHAPPELL: I will list them.

November 14, 15, 16, 17, 1972.

December 2, 3, 7, 8, 9, 10, 11, 12, 14, 16, and 17, 1972.

MR. ANDERSON: I advise the witness to claim the privilege.

NOTE: At this point, the witness conferred with his counsel.

THE COURT: Let the record show that the Court allowed the witness to discuss a matter with his counsel.

BY MR. CHAPPELL:

Q. What fee do you pay to the management company, Scudder et al for their services?

A. It amounts to very little, Mr. Chappell. Because they conduct the money management for my entire family. I imagine it runs about $200 a year. It is very little, because it is on top of the other work they do. I think there was just one check in 1972 that showed up to them. Because that is not the entire amount.

1 REDIRECT EXAMINATION

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3 BY MR. ANDERSON:

4 Q. Mr. Robertson, you were asked by Mr.
5 Chappell if you had sought the advice of Scudder, Stevens
6 & Clark concerning increasing your income from your
7 portfolio. And I believe you answered that you had sought
8 their advice?

9 A. I seek their advice. They give their
10 advice to us constantly.

11 Q. But did you specifically ask them with
12 reference to increasing it from three or three and a half
13 percent?

14 A. Yes. To some figure like eight, nine
15 or 10 percent, yes, I did.

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Q. Now, Mr. Robertson, directing your attention to the $170 per month that you say you have contributed to Mrs. Wagner -- and you have explained that you eat some meals there and she buys your cigarettes and so forth -- is any portion of that shown in any of your expense statements that we have filed as exhibits?

A. No, they do not.

Q. I would like to direct your attention to Defendant's Exhibit B, the second page, which is Exhibit A. It is confusing. But I mean Defendant's Exhibit B which has been so marked by the Court. But for our purposes, it is the second page of it.

A. Yes, I have got that. Showing the income?

Q. Yes. And I am referring to deductions and expenses and to the support to Luisa Pinillos Robertson, excluding incidentals, for 1972, the only complete year since August 11, 1971. Now, is that a

correct statement of what you were paying to her and what you are now paying to her, with the exception of the increase in the rent to $380 when this statement was prepared?

A. When this statement was prepared, yes.

Q. That is what you are now paying?

A. That is what I am now paying.

Q. With the increase in the rent and parking?

A. That is correct.

Q. Now, when was the $220 to $230 for charge accounts stopped?

A. I think it was in November of 1972.

Q. And since that time, the figure which is shown in this exhibit is the correct figure?

A. Except for the rent.

Q. Except for the increase in the rent?

A. That is correct.

Q. On Plaintiff's Exhibit No. 6 -- which is a statement that you prepared and which I furnished to Mr. Chappell and which is dated July 8, 1971 -- you show cash at Scott and Stringfellow of $6,000. Now, your testimony today is that there is no cash at Scott and Stringfellow?

A. No. I think the Scudder, Stevens & Clark statement shows there is a debt of approximately $11,000 at Scott and Stringfellow and no cash. They used to have two accounts there. Now they have got one account.

Q. With respect to the stock option plan, is it true that the shares are held by the company?

A. They are held by the company, yes.

Q. Now, who are they voted by?

A They are voted by the company. Well, no, we vote our half.

Q. You vote a half?

A. We vote a half of what the company holds

for us, right.

Q. Now, you receive no dividends from those shares? Is that true?

THE COURT: I understand that. It goes back into stock option purchase.

BY MR. ANDERSON:

Q. Now, the $2,000, or whatever it is, that you contribute to this plan, do you pay a tax on that money?

A. Surely. And it is withheld from my checks.

Q. Now, has that $2,000 been shown on any of your statements as a deduction or as an expense on your part?

A. No, it is not.

MR. ANDERSON: I have no further questions.

RECROSS EXAMINATION

BY MR. CHAPPELL:

Q. Let's go back to the celebrated Defendant's Exhibit B, the second page, please, Mr. Robertson. I want to make sure once and for all that we have the numbers correct as to what you have been paying to or for Mrs. Robertson, your wife. You have been paying

1 the rent and the parking, which at the time you put this
2 in was $357. It is now $380, I believe?
3 A. $380, yes.
4 Q. You have been giving her cash of $475
5 a month?
6 A. That is correct.
7 Q. And you have been paying the insurance
8 on these two policies of $16,000 and $25,000, which works
9 out to $95.67 a month?
10 A. That is correct.
11 Q. And in addition to that, on up until
12 last November, and taking the minimum figure, you had been
13 paying the charge account bills of $220?
14 A. Average, yes.
15 Q. You also had been carrying the insurance
16 on her automobile?
17 A. Well, since it is listed in my name, I
18 was carrying the insurance on it, yes.
19 Q. In fact, it is to this day, is it not?
20 A That is correct.
21 Q. And you also have been carrying the
22 household insurance; is that correct?
23 A. That is correct.
24 Q. And further, Mrs. Robertson, your wife,

is covered in your medical insurance program with your company; is that correct?

A. That is correct.

Q. Finally, these figures that you have shown as having been paid to your wife, Mrs. Robertson, are net figures? She has not had to figure any income taxex in on those, has she?

A. Well, we have been filing a joint return.

Q. But these figures that you show on here, nevertheless, are net figures to her?

A. Net figures to her, that is correct.

Q. Mr. Robertson, I failed to ask you about the telephone. Who pays the telephone in Mrs. Robertson's apartment now?

A. Mrs. Robertson pays it.

Q. How long has she been doing that? And when did you last pay it?

A. I last paid it last November.

Q. Is that included in the $220 a month estimate?

A. Yes.

KATHERYN ELIZABETH WAGNER, resumed the witness stand and testified further as follows:

DIRECT EXAMINATION (Resumed)

BY MR. CHAPPELL:

Q. When we left off our questions on August 30th, Mrs. Wagner, we had developed your name, your

1 age, your address, the fact that you were unemployed, and
2 the fact that you were unmarried. From this point on, I
3 shall ask you some questions and Mr. Robertson's counsel
4 will advise you as to whether or not you should answer
5 these in the light of the Court's ruling.
6 To whom have you been married previously?
7 A. To Manuel Mendiola.
8 Q. Any other marriages?
9 A. Yes. To Helmut Beckey.
10 Q. Any others?
11 A. No.
12 Q. Do you receive support money from any
13 of these previous marriages?
14 A. I received a settlement.
15 Q. But you do not receive any continuing
16 payments from either of your previous husbands?
17 A. No.
18 Q. You are acquainted with Walter S.
19 Robertson, Jr.?
20 A. Yes.
21 Q. How long have you known him?
22 MR. ANDERSON: We advise her to claim
23 the privilege.
24 THE COURT: Go ahead and put your

1 questions in.
2 BY MR. CHAPPELL:
3 Q. Have you had sexual intercourse with
4 Walter S. Robertson, Jr.?
5 MR. ANDERSON: We advise the witness to
6 claim the privilege.
7 BY MR. CHAPPELL:
8 Q. How often have you had sexual intercourse
9 with Walter S. Robertson, Jr.?
10 MR. ANDERSON: We advise the witness to
11 claim the privilege.
12 BY MR. CHAPPELL:
13 Q. I shall ask you a question concerning
14 certain dates specified in the amended Bill of Complaint
15 for divorce. I shall call off all of the dates. Then you
16 can wait for your counsel to instruct you.
17 On the dates of November 14, 15, 16, 17,
18 and December 2, 3, 7, 8, 9, 10, 11, 12, 14, 16, and 17, 1972,
19 did Walter S. Robertson, Jr. spend any portion or all of
20 those evenings in your apartment?
21 MR. ANDERSON: We advise the witness to
22 claim the privilege.
23 BY MR. CHAPPELL:
24 Q. And on those dates, did you commit

1 adultery with Walter S. Robertson, Jr.?

2 MR. ANDERSON: We advise the witness

3 to claim the privilege.

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8 Q. The question is: In the year 1973, to
9 be specific, has Mr. Robertson contributed to your support
10 or given you anything of monetary value?
11 A. He has not contributed to my support.
12 He takes all of his meals with me. So, he has contributed
13 to the groceries.
14 Q. What does that amount to on a monthly
15 basis?
16 A. It amounts to approximately $170.
17 Q. $170 a month?
18 A. $170 a month.
19 Q. Would the same thing apply to 1972?
20 A. Yes.
21 Q. And to that portion of 1971 that he took
22 his meals with you?
23 A. Yes.
24 Q. Has he made gifts to you during those

1 three years?

2 A. Yes.

3 Q. Would you tell us what these gifts were?

4 A. There is a tourmaline ring. There is a

5 wool coat. And there is a gold bracelet.

6 Q. Anything else?

7 A. Not that I can recall.

8 Q. Have you gone with him on any of his

9 trips abroad?

10 MR. ANDERSON: We object to this, if

11 Your Honor please, and advise the witness to claim the

12 privilege.

13 THE COURT: I think so.

14 BY MR. CHAPPELL:

15 Q. Have you joined him on his vacations?

16 MR. ANDERSON: We advise the witness to

17 claim the privilege.

18 BY MR. CHAPPELL:

19 Q. Do you continue to see Mr. Robertson

20 on up to the present time?

21 MR. ANDERSON: We advise the witness to

22 claim the privilege.

23 BY MR. CHAPPELL:

24 Q. Do you plan to marry Mr. Robertson?

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