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SUPREME COURT OF VIRGINIA
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RICHMOND, VIRGINIA

BEFORE THE SUPREME COURT OF VIRGINIA

RECORD NO. 740449

JULIA S. HAMMERS,
now JULIA S. STEINGOLD,

APPELLANT

v.

RONALD P. HAMMERS,

APPELLEE.

APPENDIX

R. Gordon Scott
F. Lee Ford
240 24th Street
Newport News, Virginia 23607

Attorneys for Appellant

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All pleadings, orders, proceedings etc. prior to Final Decree of Divorce are omitted by consent of Counsel. Incorporated in said Final Decree is the contract between the parties which forms the basis of this appeal.

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VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF VIRGINIA BEACH
ON THE 25 DAY OF MAY, 1972

JULIA S. HAMMERS,

Plaintiff,

v.

RONALD P. HAMMERS,

Defendant.

IN CHANCERY
DOCKET NO. 15,470

FINAL DECREE OF DIVORCE A VINCULO MATRIMONII

THIS CAUSE came on again to be heard this day upon the decree of divorce from bed and board heretofore entered and awarded the plaintiff herein on the 17th day of November, 1971; and upon the application of the plaintiff filed herein as the party injured praying that the said decree for divorce from bed and board be merged into a decree for a divorce from the bonds of matrimony, and upon the motion of the parties for the incorporation herein of their agreement concerning the estate of the parties and the care, custody and maintenance of their minor children, and was argued by counsel.

UPON CONSIDERATION WHEREOF, and the Court being of the opinion from the evidence so taken and satisfactorily produced in support of the application, and independently of the admissions of either of the parties, in the pleadings or otherwise, that desertion is the ground for divorce herein and that the Court did on the 17th day of November, 1971, grant the plaintiff, as the injured party, a decree for divorce from bed and board on the ground of desertion, said desertion having occurred on March 27, 1971, and that one year has elapsed from the time of such desertion and that no reconciliation has taken place, or is probable, that the separation of the parties has continued without interruption since the granting of such divorce; and that the

CATON & WRIGHT
ATTORNEYS AT LAW
VIRGINIA BEACH, VA.

parties have stipulated and contracted, as set forth hereinafter, concerning their estate and the care, custody and maintenance of their minor children.

WHEREFORE, it is ADJUDGED, ORDERED and DECREED that the decree of divorce a mensa et thoro heretofore entered in this cause on the 17th day of November, 1971, be, and the same hereby is, merged into a decree of divorce from the bond of matrimony on the ground of wilful desertion of the plaintiff by the defendant for a period of more than one year; and that the bond of matrimony created by the marriage between the parties hereto on December 31, 1961, be, and the same is hereby, dissolved; and it further appearing to the Court, from the papers formerly read, from the depositions, and from the representations of the parties and counsel for both parties, as evidenced by their endorsement appended to this decree, that the parties have entered into a valid agreement dated May 21, 1971, concerning the estate of the parties, the conditions of the maintenance of the plaintiff, and the care, custody and maintenance of the minor children of the parties and that said agreement has been filed with the depositions in this cause and that said agreement has been affirmed and ratified by this Court and incorporated in its prior decree of divorce a mensa et thoro heretofore entered in this cause on the 17th day of November, 1971; and that the parties have amended said agreement, by cancelling it, effective April 30, 1972, and by substituting in lieu thereof the following stipulation, contract and agreement concerning the estate of the parties, the care, custody and maintenance of their minor children, and the conditions of the maintenance of the plaintiff; and that the parties seek affirmation and ratification by the Court of such modification, stipulation, contract and agreement and incorporation herein;

WHEREFORE, it is ADJUDGED, ORDERED and DECREED that the agreement between the parties hereto dated May 21, 1971, which is filed with the depositions herein, be, and the same hereby is, modified and amended by cancelling and revoking same as of April 30, 1972, and by substituting in lieu thereof, effective May 1, 1972, the following:

1. (a) Husband (Defendant) shall pay directly to Wife as and for alimony, maintenance and support for herself the sum of $1.00 per month beginning May 1, 1972, and continuing thereafter on the first day of each and every month until further order of this Court, subject to revision on the petition of either of the parties, and subject to termination upon the contingencies of the death of either party or Wife's remarriage; (b) As support for the two minor children of the parties, Husband shall pay directly to Wife the sum of $358.00 per month per child (presently a total of $716.00 per month for both of said minor children of the parties) payable $358.00 on the first and fifteenth days of each month, beginning May 1, 1972, and continuing thereafter on the first and fifteenth days of each and every month until further order of this Court, subject to revision on the petition of either of the parties, and subject to automatic revision as hereinafter provided upon Wife's remarriage or surrender of possession of the car, and subject to termination upon the contingencies of the death of husband or the children and the emancipation of the children by marriage, reaching age twenty-one or otherwise; upon Wife's remarriage the said semi-monthly child support payment shall in all events be reduced to $225.00; Husband shall upon demand be entitled to possession of the 1971 Ford Stationwagon now being used by Wife and shall upon surrender to him of possession thereof pay to Wife the lump sum of $600.00 and shall thereafter pay to Wife the additional sum of $50.00 semi-monthly as and for additional child support. Prior to such demand for possession, Wife shall have the right to use such car and Husband shall bear the expense of purchase, operation and maintenance of said car; (c) All orthodontal bills incurred on behalf of the children, from time to time, during the period Husband is obligated to support the children, shall be submitted to Husband and Husband covenants and agrees with Wife, the children and with the orthodontist, as a third party beneficiary hereof, to pay to said orthodontist promptly the amounts of such bills; (d) Husband shall maintain hospitalization and medical insurance (comparable to Blue Cross-Blue Shield) on the children during the period he is required to support them and on Wife until the death of either party or Wife's remarriage whichever first occurs; (e) Husband shall, provided he contributes over 50% of the total support required by the children, be entitled to claim the children as dependents on his income tax returns.

2. Wife may occupy the property jointly owned by the parties at 1813 Ashley Drive, Virginia Beach, Virginia, so long as she shall live and does not remarry, each party waiving his or her right to partition or to force a sale thereof during such period, and so long as Wife occupies the home, Wife covenants and agrees to assume and pay the monthly mortgage payments on the home and all expenses in connection with the home, including hazard insurance premiums and real estate taxes, Upon her remarriage Wife shall have the option to purchase within 60 days the home for the sum of $7,000.00 cash. In default of such purchase the house shall be forthwith sold and the net proceeds divided equally between the parties but until the sale thereof Wife shall have the right to occupy the home.

3. As of May 1, 1972, except as otherwise provided herein, Wife shall pay her own bills and expenses but up to said date Husband shall bring all of Wife's monthly obligations and bills to a current status.

AND IT APPEARING TO THE COURT that said stipulation, contract and agreement as set forth hereinabove which has been entered into by the parties effective May 1, 1972, is a valid agreement concerning the estate of the parties, the conditions of the maintenance of the plaintiff, and the maintenance and support of the minor children of the parties and that the parties seek affirmation and ratification thereof by the Court and incorporation herein, it is ADJUDGED, ORDERED and DECREED that the foregoing stipulation, contract and agreement between the parties hereto; effective May 1, 1972, be, and the same is hereby affirmed, ratified and by this reference incorporated herein and shall be deemed for all purposes to be a term hereof and an operative part hereof, and enforceable by the contempt power of this Court or by other proceedings in the same manner as any provision hereof, and the parties are ordered hereby to comply with the terms thereof; and it is further

ADJUDGED, ORDERED and DECREED that the rights of the parties created by the marriage in and to the real property of each other, and that such rights of either party, in the event of the death of the other, in the

V.P.A.

distribution of such decedent's estate, pursuant to the Code of Virginia, Section 64.1-11, be, and the same are hereby terminated, extinguished and forever barred;

And nothing further remaining to be done herein, it is ORDERED that this cause be stricken from the docket and the papers placed among the ended chancery causes.

Enter: 5/25/72

Judge

We ask for this:

Julia S. Hammers

Grover C. Wright, Jr., p.q.

Ronald P. Hammers

James R. McKenry, p.d.

A Copy Teste: John V. Eontress, Clerk

By _____, D. C.

VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF VIRGINIA BEACH

JULIA S. STEINGOLD)
(formerly Julia S. Hammers),

Complainant,

vs.) In Chancery No. 15,715-E

RONALD P. HAMMERS,

Respondent.)

PETITION

SERVE: Mrs. Julia S. Steingold
6464 Dillard Place
Virginia Beach, Virginia

TO THE HONORABLE JUDGES OF THE AFORESAID COURT:

Now comes your Petitioner, Ronald P. Hammers, the respondent in the above captioned case, and for his Petition states as follows:

1. That I have had a gross change in circumstances thereby making it impossible for me to continue to pay the large amount of child support herebefore ordered by the Court.

Filed 10-17-73 S. Naughton

2. There have been numerous problems in connection with visitation rights with my children and I desire that the Court set specific visitation rights to prevent any further harassment and confusion.

3. That the complainant, Julia S. Steingold, has on numerous occasions called my home and members of my family for no apparent reason other than to upset them and harass them. Therefore, I ask the Court for an injunction order enjoining her from calling my home or any members of my family now or at any time in the future.

WHEREFORE, your petitioner asks the Court to reduce the amount of child support he is ordered to pay, and that the Court set specific visitation rights; and further, your petitioner asks the Court for an injunction Order against the complainant enjoining her from contacting, harassing, molesting me or in any way communicating with me or any member of my family.

And your petitioner will ever pray, etc.

Ronald P. Hammers

STATE OF VIRGINIA

CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me this 17th day of October, 1973, by Ronald P. Hammers.

My commission expires: May 22, 1974

Margie C. Wooldrum
Notary Public

A. J. CANADA, Jr., p.d.
Ansell, Butler & Canada
4336 Virginia Beach Boulevard
Virginia Beach, Virginia 23452

ANSELL, BUTLER
& CANADA
ATTORNEYS AT LAW
VIRGINIA BEACH, VA.

Mr. Hammo. Plaintiff -vs- _____ Defendant

EARNINGS	$2,500.00 per mo.		
NET TAKE HOME	1,850.00		
OTHER INCOME	0.00		
EXPENSES:			
RENT OR MTG.	200.00	PERSONAL NECESSITIES	30.00
ELECTRICITY		AUTO PAYMENTS	
WATER		FINANCE COMPANY	
TELEPHONE	15.00	GASOLINE	30.00
FUEL OIL OR GAS		MAINT. OF CAR	20.00
GROCERIES	200.00	DRY CLEANING	25.00
MILK		LAUNDRY	
CLOTHES	75.00	SCHOOL LUNCHES	
INSURANCES	50.00	SCHOOL SUPPLIES	
HOSPITALIZATION	60.00	TRANS. TO SCHOOL	
FURNITURE		TUITION	
MAID	50.00	RECREATION	100.00
DOCTOR	15.00	CHURCH	
DENTIST	15.00	BOOKS, ETC.	
MEDICINES	25.00	CHILDREN'S ALLOWANCE	
BUS FARE		CHARITABLE CONTRIBUTIONS	20.00
NEWSPAPERS		CHILD SUPPORT	550.00
		Total per month	[illegible]

OUTSTANDING OBLIGATIONS

Note People's Bank of Virginia Beach
$249.00 per mo. ($4,020.00 total amount)
Note UVB/Seaboard Nat'l - $215.21 per mo.
($5380.25 total amount)
Alexander-Beegle ($648.00 total) $30.00 per mo.
Master Charge ($384.27 total) $30.00 per mo.
Total State & Federal Taxes due for 1972 - $3458.00
STATE & FEDERAL TAXES DUE FOR 1973 7,000.00

Total: 2,004.21

Steingold vs. Hammers

Complainant Defendant

EXPENSES:

Rent or Mortgage	148	Personnel Items	?
Electricity	48	Laundry/ Dry Cleaning	7
Water & Sanitation	3	Dues	6
Telephone	18	School:	
Fuel Oil/Gas	—	Lunches	20
Groceries	240	Supplies	8
Taxes: Real Estate	25	Transport.	—
Personal Prop.,	10	Tuition	—
Automobile: Note Payments	70	Nursery/baby-sitting	320 (Sylvia at $80 per week)
Gasoline	40	Recreation	40
Maintenance	12	Church	10
Insurance: Car	25	Allowance	8
Life	—	Contributions	—
Hospitalization	12	Monthly Installments:	
House	9		—
Clothing	65 children only	orthopedic	—
Furniture	?	shoes	—
Housekeeping Suppl.	15	Atty's Fees	?
Doctor/Dentist	35	Misc.	
Medicines/Drugs	included in above		
Bus Fare	—		
			~~1194~~ 320
		TOTAL	$ ~~874~~

10441.60

200.00 child support

121.60 [illegible] 871.60 [illegible] maint [illegible] allowance

VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF VIRGINIA BEACH
ON THE 15TH DAY OF JANUARY, 1974

JULIA S. STEINGOLD)
(formerly Julia S. Hammers),

Complainant,)

In Chancery No. 15,715-E

vs.

)

RONALD P. HAMMERS,

Respondent.)

O R D E R

THIS CAUSE, came this day to be heard on motion of the petitioner, Ronald P. Hammers, the respondent in the above captioned case, for a reduction in child support payments and to set specific visitation rights, the complainant having been personally served, and the matter was argued. It appearing to the Court for good cause shown,

It is ADJUDGED, ORDERED and DECREED that your petitioner, Ronald P. Hammers shall have visitation rights with his children on the first Friday night of each and every month, and on Sundays of the other three weekends, upon reasonable notice; and,

It is further ADJUDGED, ORDERED and DECREED that the child support is reduced from Five Hundred Fifty Dollars ($550.00), per month, for the support and maintenance of the infant children, to Four Hundred Fifty Dollars ($450.00) per month, which sum is to be payable as follows: $225.00 on the first (1st) and fifteenth (15th) day of each and every month until each child becomes emancipated.

ENTER: This 15 day of January, 1974.

JUDGE

WE ASK FOR THIS:

, p.d.

A Copy Teste: John V. Fentress, Clerk

By , D.C.

SEEN: Noted

, p.q.

ANSELL, BUTLER
& CANADA
ATTORNEYS AT LAW
VIRGINIA BEACH, VA.

1 agreement. That was in the final decree.

2 MR. HAMMERS: That's correct.

3 MR. CANADA: Your Honor, his income --

4 I have a list of his income and expenses.

5 THE COURT: Just let me ask you this:

6 That $550 -- I just glanced at this -- was $225

7 semimonthly. It made $450. What's this?

8 MR. CANADA: Fifty dollars semimonthly.

9 THE COURT: For each child. I see.

10 What was that?

11 MR. CANADA: That was when the car was

12 transferred or sold.

13 THE COURT: In other words, the ex-wife

14 had his car at her disposal. When she got rid

15 of that, $50 semimonthly was added to child

16 support?

17 MR. CANADA: Yes, sir.

18 THE COURT: I understand Mrs. Hammers is

19 now remarried and is Mrs. Steingold.

20 MR. CANADA: Yes, sir.

21 Your Honor, I have prepared a list of

22 Mr. Hammers' expenses and I will be glad to put

23 my client on and get to the heart of the matter.

24

25

1 RONALD P. HAMMERS,

2 the respondent, having been first duly sworn,

3 was examined and testified as follows:

4

5 DIRECT EXAMINATION

6

7 BY MR. CANADA:

8 Q. For the record, state your name, please.

9 A. Ronald P. Hammers.

10 Q. Mr. Hammers, you entered into a property settlement

11 agreement and subsequently a divorce decree was entered in May of

12 '72?

13 A. That's correct.

14 Q. Under that decree you are obligated to pay the sum

15 of $550 per month plus, I believe, you maintain hospitalization

16 and insurance on the two infant children?

17 A. That's correct.

18 Q. At the time you had agreed to this have you had a

19 gross change in circumstances?

20 A. Yes.

21 Q. Since that time?

22 A. Yes, I believe I have.

23 Q. Would you tell us briefly what has happened in

24 regard to your expenses?

25 And also I will just get into this: You have

1 prepared a list of your expenses today, have you not?

2 A. That's right.

3 Q. Tell us what are the changes in circumstances.

4 A. Your Honor, at the time the decree was entered my

5 former wife, of course, was not remarried. I had never been in

6 a situation of being separated before, and, in effect, maintaining

7 two households. I don't think either one of us honestly knew

8 what it would take to support everyone involved.

9 Since that time for, I believe, it's been close to

10 a year, Mrs. Steingold has been married -- has remarried. And I

11 realize that this alone is no gross change in circumstances

12 legally, but I do think it is a change in circumstances. She is

13 remarried and, of course, living with her husband who is here

14 today.

15 Q. Have you remarried?

16 A. I have since remarried also, your Honor. Since

17 last March I have been married.

18 One of the biggest amounts of change financially,

19 Judge, is that since the time of the entry of the decree I had

20 to refinance a note at People's Bank which at the time, if you

21 look at the bottom left-hand side of the decree, that note was

22 approximately $2,000. At the present time the principal amount

23 is $4,020, or it was last month. It may be a little less than

24 that now.

25 Also, another big change: In order to meet my

1 obligations on the various notes, expenses and to pay this amount
2 of child support, I am now in arrears on my 1972 income taxes.
3 The exact amount is $3,458. That does not include whatever
4 penalties and interest will be assessed. I have not been able
5 to make any estimated tax payments thus far for the year 1973
6 and my estimate of that amount due is $7,000, which may well be
7 more than that with the interest and penalties.
8 I consider this to be a gross change in circumstances
9 from the time that the final decree was entered in this matter.
10 Q. Okay.
11 In other words, what you are saying is that in
12 order to meet your child support and the rest of the obligations
13 you haven't been able to pay your taxes?
14 A. That's correct.
15 Q. All right.
16 Now, to get to the second matter which is under
17 consideration today about the visitation rights, you desire to
18 have your children with you, do you not, sir?
19 A. That's correct.
20 Q. What days have you been trying to work out?
21 A. Judge, I might explain, if I might, to the Court.
22 Up until approximately last spring my former wife
23 and I did not seem to have any problem with visitation. We were
24 able to converse fairly freely and what I thought on an adult
25 level, concerning when I wanted the children or when she could

1 CROSS-EXAMINATION

2

3 BY MR. SCOTT:

4 Q. Mr. Hammers, you have a maid at $50 a month; is

5 that correct?

6 A. Yes.

7 Q. All right.

8 Now, clothes -- is that $75 a month?

9 A. That's correct.

10 Q. I see. Okay.

11 And you anticipate that your medical expenses are

12 going to run $65 a month -- medicine, dentist and doctor?

13 A. Yes; I do.

14 Q. And recreation $100 a month?

15 A. Right.

16 Q. And you have in your budget, you have taken into

17 consideration, according to this -- incidentally, you don't have

18 a copy of your earnings for last year, do you?

19 A. No; I don't.

20 Q. What were your earnings last year?

21 A. I wasn't asked to bring one.

22 Approximately $24,000.

23 Q. And you are making --

24 THE COURT: That's '72 you're talking

25 about?

1 THE WITNESS: Yes, sir. 'Seventy-two.

2

3 BY MR. SCOTT:

4 Q. You are making now about $30,000 a year?

5 A. Yes, sir.

6 Q. An increase of $6,000?

7 A. Right.

8 Q. Now, at the time that the final decree of divorce

9 was entered into it was clearly contemplated that your ex-wife

10 was going to remarry?

11 A. At the time the decree was entered?

12 Q. Yes.

13 A. No. The decree was entered in May and Mrs. Steingold

14 didn't get married until sometime in late summer.

15 Q. Well, the decree contemplates various things; for

16 payment of certain sums if married and if not married payment

17 of certain sums?

18 A. That's correct; yes.

19 Q. It had the provision in there? You had contemplated

20 the fact that she might get married?

21 A. Certainly.

22 Q. And you wouldn't deny the fact that the cost of

23 living has gone up since the decree was entered?

24 A. I certainly wouldn't.

25 Q. What were your payments on the note at Virginia

1 A. Saturday night is the only time my wife and I have
2 to entertain or go out other than Friday night. Sunday night
3 the children, of course, have to go to school on Monday, so
4 obviously the children are not going to be spending the night
5 with me Sunday night. So it is either Friday or Saturday is what
6 it boils down to. Friday suits us better.
7 Q. It is a matter of personal preference to you?
8 A. That's right.
9 Q. There is no religious indication?
10 You just like to entertain on Saturdays?
11 A. Well, that's our night to do whatever.
12 Q. As opposed to Friday nights?
13 A. That's correct, because I usually go into the office
14 for a couple hours on Saturday.
15 Q. You want to be wide awake, full of vim and vigor
16 when you go in?
17 A. Okay.
18 Q. Incidentally, I believe you stated that your tax
19 liability you anticipate for this year would be in the neighbor-
20 hood of $7,000?
21 A. That's on the conservative side, yes, I do.
22 Q. You are going to finance President Nixon's trip to --
23 that's being facetious. Excuse me.
24 You have included in your budget, have you not,
25 $9,000 estimated tax. That is correct, is it not?

1 A. Where? I don't understand. Where do you get
2 $9,000?
3 Q. Pardon me. Excuse me.
4 MR. CANADA: Ten thousand dollars is owed.
5 There is no provision to pay it. Almost $11,000
6 is owed.
7
8 BY MR. SCOTT:
9 Q. You have included in your budget a figure of $7800
10 for the tax.
11 I am taking your earnings -- net take-home --
12 subtracting the two, multiplying by 12.
13 MR. CANADA: What was your question?
14 I don't think I understand.
15
16 BY MR. SCOTT:
17 Q. The question was: You have stated in your budget
18 $650 per month taxes.
19 A. That's correct.
20 Q. That is $7800 a year.
21 A. That's correct.
22 Q. Which should take care of your tax liability for
23 this year?
24 A. But it has not been paid.
25 Q. I understand that.

A. I mean, I don't have it. I have not taken it out.

Q. I understand that.

I have to pay estimated taxes, too. I wish there were some way around it. I haven't figured it out.

Then it would be fair to say that you have just not been able to plan or been able to plan to pay the taxes?

A. That's correct. I have not.

Q. In other words, there have been expenses other than this which you have not been able to list, which you have spent elsewhere?

If you haven't paid it, Mr. Hammers, -- your estimated earnings are $30,000 a year - $2500 a month. Your total on my sheet is $2,004.21, which leaves a balance of almost $500 per month.

A. That's correct.

MR. SCOTT: I have no further questions.

BY THE COURT:

Q. Is this every Friday night that your kids came over before the --

A. No, sir. It was not every Friday night, but there were quite a few Friday nights and the Friday nights suits us best.

No. They did not come over every Friday night. I don't want to imply that that's what happened. That's not

1 continue to pay this much and keep his head above water. We
2 would ask the Court to reduce the amount from $550 to a reasonable
3 amount -- $200 a month reduction .
4 Regarding specific visitation rights, I realize
5 that there are problems the Court is going to have to address
6 itself to. I think that a good compromise would be that
7 Mr. Hammers be given the children on Friday nights, at least
8 every other Friday, and then maybe on Sunday on the alternate
9 weekends. This would provide a compromise. I don't think it is
10 unreasonable. There is no evidence that the children are taken
11 to the Temple. It is a family dinner. I think the spirit of the
12 thing can be maintained that way, and I hope the Court will take
13 this into consideration.
14 And also, on the Christmas visitation, I think
15 Mrs. Steingold indicates that she is now of the Jewish faith and,
16 again, she comes in and says she wants the children because it
17 is Christmastime. It doesn't make sense to me.
18 His request is very reasonable. In fact, the
19 grandparents are coming here. They have the trip planned. I
20 think it is very reasonable.
21 THE COURT: All right, sir.
22 MR. SCOTT: May it please the Court, in May of
23 1971 when the defendant, Hammers, was making considerably less
24 than he is making at this particular time, he endorsed the decree
25 whereby he obligated himself to pay $550 per month should his wife

1 remarry. He admits this. It is obvious from this that the
2 decree, itself, in fact, indicates this because there are two
3 separate provisions -- that for remarriage and a plan for not
4 remarrying.

5 The defendant is now making $6,000 more than he
6 made last year, sir, which is just the amount of the child support
7 he is talking about. I believe the child support would be $6,600.

8 I would suggest to the Court that there has been
9 no demonstrable change of circumstance at all. He knew what he
10 was doing. This man is an attorney. He is competent in business
11 affairs. He executed the decree. Now he comes in and says there
12 is a substantial change of circumstance. If there is a change
13 of circumstance it means he is making more money. That's what
14 the change in circumstance is.

15 He says, "I am making more money, therefore I
16 should pay less now." I submit to the Court that is unreasonable.
17 I don't think there has been any change in circumstance
18 demonstrated at all except his income has increased.

19 We know that the cost of living goes up at an
20 alarming rate. I submit to the Court that when the decree was
21 entered that it was demonstrated to the Court that this was the
22 amount that would be needed for the children. These things have
23 to be ratified by the Court also, and this was contemplated by
24 all that this is the amount needed by the children in the event
25 of a remarriage.

1 May it please the Court, he is making more now.
2 There is no change in circumstance. He has been unable to account
3 for about $7800 of his income. He doesn't say where it has gone.
4 It is not there. He doesn't say where it has gone. This is more --
5 THE COURT: Nobody can answer that one.
6 MR. SCOTT: I would say to the Court this is more
7 than the amount of the child support he has been ordered to pay.
8 I don't see any change in circumstance at all.
9 May it please the Court, in this religion matter,
10 this is sort of a -- assume my wife and I got a divorce and I
11 decided that because I was of the Jewish persuasion and she
12 converted later on, I wanted the children from eleven to twelve
13 on Sunday. It is about the same situation, really. I don't
14 think that's appropriate, sir. To me they are absolutely
15 analogous situations.
16 I see no change in circumstances. I see no reason
17 why Mr. Hammers ought to be obligated to have the children on
18 Friday evenings. I am not going to belabor the point.
19 I would go further to say Mr. Hammers does spend
20 $100 a month on recreation. He does spend $75 a month on clothes.
21 He does have a maid, which costs him $50 a month. He has got
22 personal necessities. His medicine and doctors are $65 a month.
23 His first obligation is to his children above and
24 beyond anybody else; frankly, above and beyond the United States
25 Government.

1 THE COURT: Well, do you have anything further?

2 MR. CANADA: Judge, just about two sentences.

3 Judge, I think you have seen the expenses. You can
4 see Mr. Hammers, in essence, is supporting Mrs. Steingold,
5 Mr. Steingold and the children. Mr. Hammers has kept up his
6 support payments. It is evident he had to refinance one note.
7 He is behind on his taxes. He cannot continue to pay this and
8 maintain the note and the rest of it. You have heard it.

9 THE COURT: Gentlemen, these things are always
10 difficult and I can see your argument that Mr. Hammers is
11 supporting -- helping to support the whole family of Mr. Steingold.
12 Although it is not really relevant, Mr. Steingold is making $137
13 and paying $50 out in child support.

14 // Still, Mr. Hammers entered in this decree and I
15 cannot see that his circumstances have changed but so much. I
16 do note from that list -- and I ran down it very quickly -- she
17 has got $824. I come out in the neighborhood of $400, which may
18 or may not be right. But my idea was -- this was $225 semi-
19 monthly is what he agreed to pay. Then there is another $50
20 added on to that, something about a car. Well, the car is long
21 since gone out of the way, but Mrs. Steingold now has a car.

22 MR. HAMMERS: Judge, was that for the car?

23 THE COURT: I would be inclined to take that amount
24 off -- the hundred dollars off -- and leave it at $450 -- $225
25 semimonthly child support. It seems that's ample to support these

1 two children.

2 As far as the visitation rights, I think the
3 Christmas visit that Mr. Hammers proposes is very reasonable. I
4 understand these grandparents are living in Lynchburg and
5 probably don't get to see the grandchildren very often. I think
6 he should be allowed to take the children today -- or tomorrow,
7 is it?

8 MR. HAMMERS: Tomorrow afternoon, Judge.

9 THE COURT: -- and bring them back on Christmas
10 afternoon at a time that is reasonable and suitable to
11 Mrs. Steingold, since she indicates that she would like -- still
12 celebrates Christmas. I think she is entitled to part of
13 Christmas Day with them.

14 MRS. STEINGOLD: It is Hanukkah.

15 THE COURT: All right. Would 4 o'clock in the
16 afternoon be a good hour?

17 MR. HAMMERS: It is suitable to me, Judge.

18 THE COURT: This Friday night business bothers me
19 more than anything else. I appreciate your position that you
20 are working all week and you and your wife are certainly entitled
21 to Saturday night.

22 I am from the country -- Saturday nights.

23 But I also appreciate Mrs. Steingold's position
24 that this Friday night means a lot to her. I was going to
25 suggest -- and maybe I better do more than suggest it -- let's

ASSIGNMENT OF ERROR

I. The reduction of child support from FIVE HUNDRED FIFTY AND 00/100 DOLLARS ($550.00) per month to FOUR HUNDRED FIFTY AND 00/100 DOLLARS ($450.00) per month is contrary to the law and the evidence.

II. The evidence discloses no change of circumstances justifying a reduction of child support.

III. The evidence discloses that the Respondent has had a material increase in income from the time of the entry of the Decree in this cause entered on the 25th day of May, 1972.

IV. The provisions of the Agreement between the parties to this cause set forth in the Decree of May 25, 1972, provide for the payment of the total sum of $550.00 per month for said child support and are not subject to review or change.