CLERK
SUPREME COURT OF VIRGINIA
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RICHMOND, VIRGINIA

IN THE

Supreme Court of Virginia

AT RICHMOND

RECORD NO. 75-0627

CLARENCE F. MEREDITH,

Appellant,

v.

CARMEN G. MEREDITH,

Appellee.

APPELLANTS' APPENDIX

Samuel Goldblatt
Paul M. Lipkin
Goldblatt, Lipkin, Cohen, Anderson & Jenkins
804 Plaza One Building
Norfolk, Virginia 23510

Counsel for Appellant

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STIPULATION IN ACCORDANCE
WITH TITLE 20, SECTION 109 OF THE
CODE OF VIRGINIA (1950)

THIS AGREEMENT, Made and entered into this 2nd day of January, 1970, by and between Carmen G. Meredith, hereinafter called "Wife," and Clarence F. Meredith, hereinafter called "Husband."

WHEREAS, the parties hereto are husband and wife, being married on the 19th day of July, 1963, in Rota, Spain, and

WHEREAS, the parties desire in this Agreement to determine the property rights in their respective properties, now owned or hereafter acquired, and to make settlement of all rights, if any, which either of the parties has or may have against the other or in the property of the other for maintenance, support, custody, alimony, dower, curtesy, or otherwise.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That for and in consideration of the premises and other good and valuable considerations as hereinafter set out, the parties covenant and agree as follows:

1. Except as provided for in this Agreement, the husband will no longer be responsible for any debts incurred by the wife, and the wife will no longer be responsible for any debts incurred by the husband, and each will save the other harmless as to their respective bills. Neither party shall charge or cause or permit to be charged to or against the other any purchase or purchases which either of them may hereafter made, and shall not hereafter create any engagements or obligations in the name of or against the other,

[illegible] shall not hereafter secure or attempt to secure any credit upon or in connection with the other, or in his or her name, and each of them will promptly pay all debts and discharge all financial obligations which each may incur for himself or herself.

2. The husband hereby grants, conveys and transfers to the wife his entire right, title and interest in and to the furniture and household possessions located at 543 Leonard Road, Norfolk, Virginia, exclusive of any personal property of the husband.

3. The husband hereby grants, conveys and transfers to the wife his entire right, title and interest in and to the automobile presently owned by him and agrees further to maintain and keep current the payments on the outstanding loan against said automobile and agrees further that upon said loan being paid off in full to transfer title to the wife.

4. The husband agrees to convey his interest in the house and real estate located at 543 Leonard Road, Norfolk, Virginia, to the wife, and the husband agrees to execute any and all deeds and documents necessary to effect a transfer of the title to the said real estate to the wife, and the wife agrees to maintain current all mortgage payments due on the said real estate at all times, including the payment of all utilities therefor, and to save the husband completely harmless thereto commencing for the mortgage payment due on January 1, 1970 and thereafter.

5. The wife does agree to assume the payment of the balance owing on all accounts except the account with the Navy Credit Union, which the husband does agree to assume the payment of the balance on said account.

6. That the care, custody and control of the infant child, Jose [illegible] Meredith, age thirteen shall be awarded to the wife, subject to reasonable rights of visitation reserved to the husband.

" 7. That the husband shall pay unto the wife the sum of One Hundred Dollars ($100.00) per month on account of the support and maintenance of the said infant child, which payment shall be made by allotment on the 1st of the month in which this agreement is executed and continue in like sum on the 1st of each month thereafter until said child shall reach his majority, die, marry or otherwise become emancipated. "

8. The husband agrees to pay to the wife the sum of One Hundred and Fifty Dollars ($150.00) per month alimony, which payment shall be made by Government Allotment on the 1st day of the month in which this agreement is executed and continue in like sum on the 1st day of each month thereafter, said payments to terminate upon the wife's remarriage, or death.

9. The husband agrees to pay to Wallace B. Smith, attorney for the wife, the sum of Three Hundred Dollars ($300.00) as attorney's fees, plus costs of the pending divorce action.

10. The parties mutually covenant and agree that neither will make any debts or obligations in the name of the other, from and after the date of this agreement.

11. The husband and wife hereby mutually release and forever discharge each other from any and all claims and demands of every kind, nature and description which they have or may have against the other as of the date hereof, or which may arise in the future, other than those mentioned herein.

12. The husband and wife mutually agree that this Agreement is to be presented to the Court named above with the request that it be ratified, confirmed and made a part of any decree which may be entered in said cause.

13. Except as otherwise provided for herein, each party may dispose of his or her property in any way, and each party hereby waives and relinquishes any and all rights he and she may now have or hereafter acquire, under the present or future laws of any jurisdiction, to share in the property or the estate of the other as a result of the marital relationship, including, without limitation, dower, thirds, curtesy, statutory allowance, widow's allowance, homestead rights, right to take in intestacy, right to take against the will of the other, and the right to act as administrator or executor of the other's estate, and the parties hereto mutually agree that any and all property acquired by either party after the date of this agreement shall be the sole and separate property of the one so acquiring same and each guarantees the other all such future acquisition of property as his or her sole and separate property. The parties hereto also agree upon request to execute, acknowledge and deliver, without charge, any and all deeds, contracts or other instruments needed to enable the other to sell, convey or otherwise dispose of his or her property free from any rights or interest of the other therein and to otherwise effectuate the provisions of this agreement.

WITNESS the following signatures and seals.

Carmen G. Meredith (SEAL)
Carmen G. Meredith

Clarence F. Meredith (SEAL)
Clarence F. Meredith

STATE OF VIRGINIA

CITY OF NORFOLK, to-wit:

I, JOANN M. GRIGGS, a Notary Public in and for the City and State aforesaid, do hereby certify that Carmen G. Meredith and Clarence F. Meredith, whose names are signed to the foregoing writing, bearing date on the 2nd day of January, 1969, have acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand and noterial seal this 2ND day of JANUARY 1970.

JoAnn M. Griggs
Notary Public

My Commission Expires: 9/3/73

(retyped for clarity)

STIPULATION IN ACCORDANCE
WITH TITLE 20, SECTION 109 OF THE
CODE OF VIRGINIA (1950)

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WHEREAS, the parties hereto are husband and wife, being married on the 19th day of July, 1963, in Rota, Spain, and

WHEREAS, the parties desire in this Agreement to determine the property rights in their respective properties, now owned or hereafter acquired, and to make settlement of all rights, if any, which either of the parties has or may have against the other or in the property of the other for maintenance, support, custody, alimony, dower, curtesy, or otherwise.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That for and in consideration of the premises and other good and valuable considerations as hereinafter set out, the parties covenant and agree as follows:

1. Except as provided for in this Agreement, the husband will no longer be responsible for any debts incurred by the wife, and the wife will no longer be responsible for any debts incurred by the husband, and each will save the other harmless as to their respective bills. Neither

(retyped for clarity)

party shall charge or cause or permit to be charged to or against the other any purchase or purchases which either of them may hereafter made, and shall not hereafter create any engagements or obligations in the name of or against the other, and shall not hereafter secure or attempt to secure any credit upon or in connection with the other, or in his or her name, and each of them will promptly pay all debts and discharge all financial obligations which each may incur for himself or herself.

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(retyped for clarity)

and the wife agrees to maintain current all mortgage payments due on the said real estate at all times, including the payment of all utilities therefor, and to save the husband completely harmless thereto commencing for the mortgage payment due on January 1, 1970 and thereafter.

5. The wife does agree to assume the payment of the balance owing on all accounts except the account with the Navy Credit Union, which the husband does agree to assume the payment of the balance on said account.

6. That the care, custody and control of the infant child, Jose Meredith, age thirteen shall be awarded to the wife, subject to reasonable rights of visitation reserved to the husband.

7. That the husband shall pay unto the wife the sum of One Hundred Dollars ($100.00) per month on account of the support and maintenance of the said infant child, which payment shall be made by allotment on the 1st of the month in whcih this agreement is executed and continue in like sum on the 1st of each month thereafter until said child shall reach his majority, die, marry, or otherwise become emancipated.

8. The husband agrees to pay to the wife the sum of One Hundred and Fifty Dollars ($150.00) per month alimony, which payment shall be made by Government Allotment on the 1st day of the month in which this agreement is executed

(retyped for clarity)

and continue in like sum on the 1st day of each month thereafter, said payments to terminate upon the wife's marriage, or death.

9. The husband agrees to pay to Wallace B. Smith, attorney for the wife, the sum of Three Hundred Dollars ($300.00) as attorney's fees, plus costs of the pending divorce action.

10. The parties mutually covenant and agree that neither will make any debts or obligations in the name of the other, from and after the date of this agreement.

11. The husband and wife hereby mutually release and forever discharge each other from any and all claims and demands of every kind, nature and description which they have or may have against the other as of the date hereof, or which may arise in the future, other than those mentioned herein.

12. The husband and wife mutually agree that this Agreement is to be presented to the Court named above with the request that it be ratified, confirmed and made a part of any decree which may be entered in said cause.

13. Except as otherwise provided for herein, each party may dispose of his or her property in any way, and each party hereby waives and relinquishes any and all rights he and she may now have or hereafter acquire, under the present or future laws of any jurisdiction, to share in the property or the estate of the other as a result of the

(retyped for clarity)

marital relationship, including, without limitation, dower, thirds, curtesy, statutory allowance, widow's allowance, homestead rights, right to take in intestacy, right to take against the will of the other, and the right to act as administrator or executor on the other's estate, and the parties hereto mutually agree that any and all property acquired by either party after the date of this agreement shall be the sole and separate property of the one so acquiring same and each guarantees the other all such future acquisition of property as his or her sole and separate property. The parties hereto also agree upon request to execute, acknowledge and deliver, without charge, any and all deeds, contracts or other instruments needed to enable the other to sell, convey or otherwise dispose of his or her property free from any rights or interest of the other therein and to otherwise effectuate the provisions of this agreement.

WITNESS the following signatures and seals.

/s/ Carmen G. Meredith (SEAL)
Carmen G. Meredith

/s/ Clarence F. Meredith (SEAL)
Clarence F. Meredith

STATE OF VIRGINIA

City of Norfolk, to-wit:

I, /s/ JoAnn M. Griggs , a Notary Public in and for the City and State aforesaid, do hereby certify that

(retyped for clarity)

Carmen G. Meredith and Clarence F. Meredith, whose names are signed to the foregoing writing, bearing date on the 2nd day of January, 1969, have acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand and notarial seal this 2nd day of January, 1970.

/s/ JoAnn M. Griggs
Notary Public

My Commission Expires: 9/3/73

DECREE OF DIVORCE
A VINCULO MATRIMONII

This cause came on this day to be heard upon the Bill of Complaint, duly matured and set for hearing, defendant having waived notice of process; upon the report of Theodore C. Pilcher, Commissioner in Chancery, to whom this cause was heretofore referred, and was argued by counsel.

Upon Consideration Whereof, and it appearing to the Court that the complainant and defendant were lawfully married on July 19, 1963, in Rota, Spain; that there is one child, Jose Meredith, natural son of the complainant who has been adopted by the defendant, age 13 years; that the parties hereto are members of the White Race; that the parties are both over the age of twenty-one years; that the defendant is a member of the United States Armed Forces; that the parties hereto have been actual bona fide residents of and domiciled in the State of Virginia for more than one year next preceding the commencement of this suit, and last cohabited in the City of Norfolk, Virginia; that the defendant deserted and abandoned your complainant on February 24, 1969, without just cause and with no intent of returning, the desertion having continued without interruption to the present time; and the complainant is entitled to the relief prayed for;

It is therefore, accordingly ADJUDGED, ORDERED and DECREED that the complainant be and hereby is granted a divorce a vinculo matrimonii on the grounds of desertion. It is further ORDERED that the complainant be awarded the sole care, custody and control of the infant child with reasonable visitation rights reserved unto the defendant; that the complainant be awarded

support money for the support, maintenance and education of the said child in the amount of $100.00 per month by an irrevocable Government Allotment to be changed only by further order of this Court; it is further ORDERED that the complainant be awarded $150.00 per month alimony, payment to be made by an irrevocable Government Allotment, which may be changed only by further order of this Court, except that said payment of alimony will automatically terminate upon the wife's death or remarriage.

And it further appearing to the Court that the parties hereto have entered into a Stipulation and Agreement dated the 2nd day of January, 1970, which embodies the terms agreeable to both parties; it is further ADJUDGED, ORDERED and DECREED that said Stipulation and Agreement shall remain in full force and effect and become a part of this Decree.

And nothing further remaining to be done in this cause, the same is ORDERED removed from the docket.

ENTER: 3/13/70

Judge

John P. Harper, Judge

A COPY, TESTE: HUGH L. STOVALL, CLERK

BY: D.C.

I ask for this:

Wallace B. Smith p.q.

Wallace B. Smith
James, Consolvo & Pickett
1512 E. Little Creek Road
Norfolk, Virginia 23518

N O T I C E

TO: CARMEN G. MEREDITH
(Now Carmen G. Myer)
772 Stell Lane
Virginia Beach, Virginia

WALLACE B. SMITH
Of Counsel for Carmen G. Meredith
3221 Virginia Beach Boulevard
Virginia Beach, Virginia

TAKE NOTICE: That the undersigned, Clarence F. Meredith, by Samuel Goldblatt, of his counsel, will petition the Circuit Court of the city of Noroflk, Virginia on January 21, 1974 at the hour of 9:30 a. m. or as soon thereafter as he may be heard to eliminate and cancel his obligation for the support of the child of the marriage, namely, Jose Meredith; the said child having reached his majority, to-wit, the age of 18 on the 19th day of January, 1975, as per attached Petition. This is in lieu of previous Notice served for January 20, 1974.

CLARENCE F. MEREDITH

By Samuel Goldblatt
Of Counsel

GOLDBLATT, LIPKIN, COHEN,
ANDERSON, LEVY & JENKINS
804 One Main Plaza East
Norfolk, Virginia

Samuel Goldblatt

Executed in the City of Virginia Beach, Va
the 6 day of Dec, 1974 by serving a
copy hereon
Wallace B. Smith

in person.

S. J. Smith, City Sheriff, Virginia Beach, Va.

By John Wheelwright

P E T I T I O N

TO THE HONORABLE JUDGES OF SAID COURT:

Your petitioner, Clarence F. Meredith, defendant in the above-styled cause, respectfully represents as follows:

(1) That he and Carmen G. Meredith were divorced a vinculo matrimonii by decree of divorce entered in this cause on March 13, 1970.

(2) That in the said proceeding, he became obligated to pay the sum of $100.00 per month for the support of the infant child of the marriage, namely, Jose Meredith, and has continued to so pay as directed by the court.

(3) That the said infant child,who was born on the 19th day of January, 1957 was born to Carmen G. Villitore and was lawfully adopted in 1963 by your petitioner, has reached his majority, to-wit, the age of eighteen years on the 19th day of January, 1975.

WHEREFORE, he prays that the court, by reason of said child reaching his majority, as aforesaid, be relieved of payments for the support and maintenance of said child.

Clarence F. Meredith

Clarence F. Meredith

GOLDBLATT, LIPKIN, COHEN,
ANDERSON, LEVY & JENKINS
804 One Main Plaza East
Norfolk, Virginia

Samuel Goldblatt

AGREED STATEMENT OF FACTS

The complainant, Carmen G. Meredith, now known as Carmen G. Myer, was divorced a vinculo matrimonii from the defendant, Clarence F. Meredith, on March 13, 1970.

The decree of divorce adopted, approved and confirmed a Stipulation between the parties dated January 2, 1970. The custody of the infant child of the parties, namely, Jose Meredith, was granted to the complainant. The defendant was ordered to pay $100.00 per month for the support of said child who at the date of the divorce was thirteen years of age. Paragraph 7 of the said Stipulation provided that:

> "7. That the husband shall pay unto the wife the sum of One Hundred Dollars ($100.00) per month on account of the support and maintenance of the said infant child, which payment shall be made by allotment on the 1st of the month in which this agreement is executed and continue in like sum on the 1st of each month thereafter until said child shall reach his majority, die, marry or otherwise become emancipated."

The child had continued in the custody of the complainant.

The child became 18 years of age on January 19, 1975 and is a student in Bayside High School, unmarried and not emancipated.

The defendant petitioned the court by Petition duly filed, which was heard by The Honorable Morris B. Gutterman, Judge of said Court on January 21st, 1975, after due Notice thereof to relieve him of further support for said child as of and from January 19, 1975, on the ground that he had reached his majority, to-wit, 18 years of age on January 19, 1975.

The same was heard by said court on January 21, 1975. Following argument by Samuel Goldblatt, counsel for petitioner and Constantine A. Spanoulis, counsel for the complainant, the court denied the prayer of the defendant and ordered that support payments would continue until said child becomes 21 years of age, unless in the meantime the said child dies, marries or otherwise becomes emancipated; the court holding that the child will not have reached the age of majority until he becomes 21 years of age.

This is to certify that the foregoing is a true statement of the facts:

2/6/ 1975

G. Gutterman
JUDGE

SEEN:

_____ p.q.
Counsel for Complainant

_____ p.d.
Counsel for Defendant.

D E C R E E

THIS CAUSE came on the 21st day of January, 1975 to be heard on the pleadings, exhibits and decrees formerly filed and read and on the Petition of Clarence F. Meredith, the defendant, duly served with notice of hearing of the same on the complainant praying to be relieved and discharged from payment of support for the child of the parties, as directed in the decree of March 13, 1970 entered in this cause, upon the ground that said child reached his majority, to-wit, 18 years of age on January 19, 1975, the complainant having appeared in person and by counsel, Constantine A. Spanoulis, and the defendant, petitioner, by Samuel Goldblatt, his counsel, and was argued by counsel;

UPON CONSIDERATION WHEREOF, it appearing to the court that the Decree of Divorce a vinculo matrimonii of March 13, 1970 approved, adopted and confirmed as part thereof a Stipulation Agreement entered into January 2, 1970 duly filed in said cause, which provided in Paragraph 7 thereof as follows:

> "7. That the husband shall pay unto the wife the sum of One Hundred Dollars ($100.00) per month on account of the support and maintenance of the said infant child, which payment shall be made by allotment on the 1st of the month in which this agreement is executed and continue in like sum on the 1st of each month thereafter until said child shall reach his majority, die, marry or otherwise become emancipated."

and that said child reached the age of 18 years on January 19, 1975, and has not died, married or otherwise become emancipated;

And, it appearing to the court that when the Stipulation Agreement dated January 2, 1970, was negotiated between the parties and subsequently ratified and confirmed by the court in its decree of March 13, 1970, that the age of majority was 21 years of age, which age was not changed to 18 years of age until 1972, and it is therefore the opinion of the court that there became vested in said child herein by law a legal right to be supported by his father, defendant herein, until said child reaches the age of 21 years, sooner marries, dies or otherwise becomes emancipated, and that the court is not empowered to deprive the child of said vested right by entering any decree modifying the defendant's obligation as a result of a subsequent change of law.

It is ADJUDGED, ORDERED and DECREED that the said defendant is not discharged by reason of the said child having reached said age of 18 years but that said defendant shall continue payments for the support of said child as aforesaid until said child reaches the age of 21 years, dies, marries or otherwise becomes emancipated.

ENTER: 2/6/75

D. Witherow
Judge

Seen:

p. q.

p. d.

NOTICE OF APPEAL

Defendant, Clarence F. Meredith, hereby gives notice of appeal from a final Decree of the Court entered on February 6, 1975, adjudicating that the defendant isnot relieved of child support for his son who obtained the age of 18 years on January 19, 1975, because of a Stipulation Agreement dated January 2, 1970, requiring him to support said son "until said child shall reach his majority".

ASSIGNMENTS OF ERROR

Defendant assigns the following errors:

(1) That the Court erred in decreeing that because of the stipulation entered into between the parties of January 2, 1970, requiring him to support his child "until said child shall reach his majority his obligation of child support continues until said child is 21 years of age.

(2) That the Decree of the Court entered on February 6, 1975, was contrary to the law and the evidence.

(3) That the court erred in refusing to decree that the defendant's requirement to pay child support terminated when he attained his majority (18 years of age) on January 19, 1975.

CLARENCE F. MEREDITH

By _____
Of Counsel

I CERTIFY THAT ON 3/13/75
I MAILED/DELIVERED A TRUE COPY OF THE FOREGOING PLEADING TO EACH COUNSEL OF RECORD
GOLDBLATT, LIPKIN, COHEN, ANDERSON, LEVY & JENKINS
BY _____
ATTORNEYS FOR Defendant