CLERK
SUPREME COURT OF VIRGINIA
RECEIVED
OCT 12 1976
RICHMOND, VIRGINIA

IN THE

Supreme Court of Virginia

AT RICHMOND

76 0191

MERIDITH CARWELL WINN,

Appellant

v.

HELEN WHITE WINN,

Appellee

APPENDIX

Phoebe P. Hall
Franklin P. Hall
HALL, HALL & WARREN
1001 East Main Street
Suite 206
Richmond, Virginia 23219
Counsel for Appellant

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App. 1

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF HENRICO

Helen White Winn, Plaintiff

v.

Meredith Carwell Winn
8609 Oakview Avenue
Richmond, Virginia 23228, Defendant

BILL OF COMPLAINT M.237

TO THE HONORABLE JUDGES OF THE SAID COURT:

Your Plaintiff, Helen White Winn, respectfully represents unto the Court the following cause:

1. That the Plaintiff and the Defendant were lawfully married in Charles County, Maryland on May 10, 1961.

2. That both the Plaintiff and the Defendant are members of the white race and over the age of twenty-one (21) years.

3. That the Plaintiff is now and has been for more than one (1) year next preceding the institution of this suit, domiciled in and an actual bona fide resident of the Commonwealth of Virginia.

4. That there have been no children born to the Plaintiff and the Defendant as a result of this marriage.

5. That the Plaintiff will show unto the Court that the Defendant, Meredith Carwell Winn, did willfully desert and abandon your Plaintiff in that on January 9, 1973, he did leave the home of the parties, abandoning the Plaintiff, which said separation has been continuous and uninterrupted since the aforesaid date.

IN CONSIDERATION WHEREOF, your Plaintiff prays that she be granted a divorce from the Defendant on the ground of desertion of the Plaintiff by the Defendant with the leave to merge the same into a divorce from the bond of matrimony as provided by law; that the Defendant be required to pay to the Plaintiff a reasonable sum as alimony both temporary and permanent; that the Defendant be required to pay to the Plaintiff reasonable

Filed March 28, 1973

Filed in the Clerk's Office this 28 day of March, 1973
Wm Tax $ 5.00
Fee 25.25
Total $30.25

attorney's fees and costs of this proceeding; and that your Plaintiff may have such further and general relief as the nature of her cause may require.

HELEN WHITE WINN

By _____
Counsel

Richard J. Stahl
HORWITZ, BAER & NEBLETT, INC.
3339 West Cary Street
Richmond, Virginia 23221

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF HENRICO

HELEN WHITE WINN, Plaintiff,

v.

MEREDITH CARWELL WINN
8609 Oakview Avenue
Richmond, Virginia 23228, Defendant.

AMENDED BILL OF COMPLAINT

TO THE HONORABLE JUDGES OF THE SAID COURT:

Your Plaintiff, Helen White Winn, respectfully represents unto the Court the following cause:

1. That the Plaintiff and the Defendant were lawfully married in Charles County,Maryland, on May 10, 1961.

2. That both the Plaintiff and the Defendant are members of the white race and over the age of eighteen years.

3. That the Plaintiff is now and has been for more than one year next preceding the institution of this suit, domiciled in and an actual bona fide resident of the Commonwealth of Virginia.

4. That the Defendant is now a resident of the County of Henrico, Virginia.

5. That there have been no children born to the Plaintiff and the Defendant as a result of this marriage.

6. That the Plaintiff will show unto the Court that the Defendant, Meredith Carwell Winn, did wilfully desert and abandon your Plaintiff in that on January 9, 1973, he did leave the home of the parties, abandoning the Plaintiff, which said separation has been continuous and uninterrupted since the aforesaid date.

IN CONSIDERATION WHEREOF, your Plaintiff prays that she be granted a divorce a vinculo matrimonii from the Defendant on the grounds of desertion of the Plaintiff by the Defendant for a period in excess of one calendar year all in accordance with Sec. 2091, sub-paragraph 6 of the 1950 Code of Virginia, as amended; and that your Plaintiff may have such further and

Filed February 5, 1974

general relief as the nature of her cause may require.

HELEN WHITE WINN

By C. B. Neblett, Jr.
Counsel

C. B. Neblett, Jr.
HORWITZ, BAER & NEBLETT, INC.
3339 West Cary Street
Richmond, Virginia 23221

CERTIFICATE

I certify that I have mailed a copy of the foregoing Amended Bill of Complaint to Andrew Wood, Esquire, Suite 1501, 700 Building, 700 East Main Street, Richmond, Virginia 23219, Counsel of Record for Meredith Carwell Winn, on this the 16th day of January, 1974.

C. B. Neblett, Jr.
C. B. Neblett, Jr.

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF HANOVER

HELEN WHITE WINN, Plaintiff,

vs.

MEREDITH CARWELL WINN, Defendant.

STIPULATION IN ACCORDANCE WITH
SEC. 20-109.1 OF THE CODE OF VIRGINIA

AGREEMENT made this 9th day of January, 1973, by and between HELEN W. WINN of Hanover County, Virginia, hereinafter referred to as "Wife", and MEREDITH C. WINN of the County of Hanover, hereinafter referred to as "Husband".

WHEREAS, the parties hereto are husband and wife; and

WHEREAS, marital difficulties have arisen between the parties and the parties are now separated with no possible chance of reconciliation; and

WHEREAS, divorce proceedings are now pending ~~in the Circuit~~ Court of Hanover County; and

WHEREAS, the parties desire to settle all of the financial and property matters existing between themselves.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties do mutually agree as follows:

FIRST: That each of the said parties is fully and completely informed of the financial and personal status of the other, and each of the parties has given full and mature thought to the making of this agreement, and all of the obligations contained herein, and that each of the said parties understands that the agreement and obligations assumed by the other, are assumed

with the express understanding and agreement that they are in full satisfaction of all obligations, which each of said parties now has or may hereafter or otherwise have toward the other.

SECOND: The husband will convey by deed all his right, title and interest in and to a certain parcel of real estate with improvements thereon designated as Lot 3, Block D, of Section 3, of Oak Hill Estates, known as 404 Sunset Drive, Hanover County, Virginia, heretofore owned by them as tenants by the entirety with rights of survivorship as at common law, unto the wife as her sole and separate property, free and clear of any claim or interest on behalf of the husband in or to said property, but subject to a Deed of Trust the balance of which is approximately SEVENTEEN THOUSAND FOUR HUNDRED EIGHT-ONE DOLLARS AND SIXTY-FIVE CENTS ($17,481.65).

THIRD: The husband will convey by deed all his right, title and interest in and to a certain parcel of real estate with improvements thereon designated as Lot B, as shown on a plat of survey by William Hugh Redd, dated May 19, 1959, recorded in Plat Book 26, Page 33, Number 4, Hanover County, Virginia, and known as 405 Sunset Drive.

FOURTH: Husband agrees to pay to the Wife for the months of January and February, 1973, or until such sooner time as the aforesaid property at 404 Sunset Drive, Hanover County, Virginia, is sold and the proceeds distributed to the Wife, the mortgage payments on both the aforesaid parcels of property in addition to the cost of all utilities on the aforesaid property at 404 Sunset Drive, Hanover County, Virginia.

FIFTH: The parties agree that each has received all the items of personal property to which either is entitled, with the

exception of the following:

a. The Husband shall be entitled to receive the living room suite presently located at 404 Sunset Drive, Hanover County, Virginia, and consisting of sofa, two accent chairs, coffee table, end table, circular commode table, console and mirror, and two lamps; assorted dishes and pots and pans; antique clock; the Husband's bedroom suite; red recliner; platform rocking chair; wooden desk presently located in the study; den lamp; black and white portable TV; window air-conditioner; freezer; assorted lawn equipment; the Chrysler automobile; oil painting in the den; the safe; and personal articles and clothing.

b. The Wife agrees to convey all her right, title and interest in and to (1) Parham Hills Christian Church General Obligation Bond, (2) 20 shares of Home Beneficial Life Insurance Company stock, and (3) a certificate of ownership of interment rights in the Signal Hill Memorial Park.

c. Wife agrees that Husband shall have ownership and possession of the parties' pet dog.

Hereafter, each party shall own, free of any claim by the other, all items of property of every kind which are now owned or agreed to be transferred pursuant to this paragraph, or which may hereafter be acquired by him or her, and each party shall be free to dispose of the same as fully and effectively as if he or she were unmarried.

SIXTH: It is further agreed that the parties will execute properly all documents of any kind and character and perform all acts or deeds which may be necessary or proper to carry out the terms herein, the attorney's costs for which are to be shared

equally.

SEVENTH: Each party shall hereafter be solely responsible for his own debts or bills incurred except as may otherwise be agreed herein, and neither shall in any way incur any obligation for the other. Each party further agrees to hold harmless the other from all suits, claims, obligations or charges of whatever nature or description brought by any person, company, governmental entity or other claimant, and to indemnify the other as against any and all losses so suffered, arising out of or resulting from a breach by either of any of the provisions of this agreement, such indemnification to include costs and attorney's fees.

EIGHTH: Husband agrees that he will maintain for a period of two years from the execution of this Agreement the present group hospitalization policy carried on the Wife through the Traveler's Insurance Company, or a similar policy containing substantially the same benefits. It is agreed that such payments shall terminate if the Wife remarries prior to the expiration of said two years.

NINTH: The Wife agrees as consideration for the benefits received under this Agreement that the said benefits are in lieu of any alimony, maintenance, support or dower other than as herein set forth and that the husband's separate estate shall hereafter remain free and clear of any claims of any nature on behalf of the wife by virtue of the marriage or otherwise.

TENTH: The parties agree that they will in no way interfere with each other's business or social activities.

ELEVENTH: The Husband agrees to pay to Tommy P. Baer, Attorney for the Wife, the sum of THREE HUNDRED DOLLARS ($300.00)

as attorney's fees and costs for professional services rendered to the Wife.

TWELFTH: A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement. The failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

THIRTEENTH: This agreement shall be construed and governed in accordance with the laws of the State of Virginia.

FOURTEENTH: If any provision of this agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

FIFTEENTH: The provisions of this agreement shall be binding upon the parties hereto, their heirs, assigns, and personal representatives.

SIXTEENTH: Each of the parties hereto agree that this agreement has been entered into voluntarily and without fear of compulsion, and represents the deliberate consent of each of the said parties freely arrived at.

SEVENTEENTH: This agreement shall take effect immediately upon execution. The parties further agree that this agreement shall be regarded as a Stipulation in accordance with Section 20-109.1 of the Code of Virginia and will be submitted to the Circuit Court of Hanover County for affirmation and ratification, and that the terms of same will be incorporated in any decree

the Court may herein enter.

WITNESS the following signatures and seals:

Helen W. Winn (SEAL)
HELEN W. WINN

Meredith C. Winn (SEAL)
MEREDITH C. WINN

STATE OF VIRGINIA

CITY OF RICHMOND, to-wit:

I, the undersigned Notary Public in and for the City of Richmond, in the State of Virginia, do hereby certify that HELEN W. WINN and MEREDITH C. WINN whose names are signed to the aforesaid Stipulation, bearing date on the 9th day of January, 1973, has acknowledged the same before me in my City aforesaid.

Given under my hand this 9th day of January, 1973.

My commission expires: 3-25-75

Notary Public

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF HENRICO

HELEN WHITE WINN, Plaintiff,

v.

MEREDITH CARWELL WINN, Defendant.

FINAL DECREE M-237

This cause, which has been regularly matured, docketed and set for hearing, came on this day to be heard upon the Bill of Complaint, upon proof of proper and legal service of process upon the Defendant; upon the Answer of the Defendant; Upon the Amended Bill of Complant; the Order allowing the filing thereof and the Answer to the Amended Bill of Complaint; upon the depositions of witnesses on behalf of the Plaintiff, regularly taken after proper and legal notice to the Defendant, and filed in accordance with law, and was argued by counsel.

UPON CONSIDERATION WHEREOF, the Court finds evidence, independently of any admissions of the parties in the pleadings or otherwise, the following facts: that the parties are members of the white race and over the age of eighteen; that they were lawfully married in the City of LaPlata, Maryland, on May 10, 1961; that there are no infant children born of this marriage; that the plaintiff is domiciled in and is and has been an actual bona fide resident of the Commonwealth of Virginia for a period of more than one year immediately preceding the commencement of this suit; that the defendant was a resident of the County of Henrico, Virginia, at the time of the commencement of this suit; that the charge of wilful desertion to the plaintiff by the defendant on January 9, 1973, as alleged in the bill of complaint, has been fully proved by the evidence, and that the plaintiff is entitled to the relief prayed for.

Accordingly, it is ADJUDGED, ORDERED and DECREED that the plaintiff, Helen White Winn, is now absolutely divorced from the defendant, Meredith Carwell Winn, 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 these parties of May 10, 1961, is dissolved.

And it appearing that the parties have entered into an agreement dated January 9, 1973, heretofore filed with the papers in this cause, the provisions of said agreement concerning the conditions of maintenance of the parties are affirmed, ratified and incorporated herein and made a part of this decree by this reference; the defendant is hereby ORDERED to comply with all such provisions of this agreement.

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

Enter: 3-7-74
E. Ballard Baker,
Judge

Ask for this:
C. B. Neblett, Jr. p.q.

I have seen this:
Andrew W. Ward p.d.

A Copy
Teste:
MARGARET B. BAKER, CLERK
By: Edward C. Toth
Deputy Clerk

C. B. Neblett, Jr.
HORWITZ, BAER & NEBLETT, INC.
3339 West Cary Street
Richmond, Virginia 23221

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF HENRICO

HELEN WHITE WINN TAYLOR, Plaintiff,

v.

MEREDITH CARWELL WINN, Defendant.

PETITION

TO THE HONORABLE JUDGES OF THE SAID COURT:

Your petitioner, Helen White Winn, respectfully represents unto the Court the following case:

1. That a final decree of divorce was entered in this cause on the 7th day of March, 1974, by the Honorable E. Ballard Baker, Jr., Judge, under Chancery No. M-237. That said decree contained a provision "that the parties had entered into an agreement dated January 9, 1973, heretofore filed with the papers in this cause, the provisions of said agreement concerning the condition of maintenance of the parties are affirmed, ratified and incorporated herein and made a part of this decree by this reference; the defendant is hereby ORDERED to comply with all such provisions of this agreement."

2. That the aforementioned agreement bearing date January 9, 1973 is a Stipulation in Accordance with Section 20-109.1 of the 1950 Code of Virginia, as amended. That said agreement in Paragraph EIGHTH reads as follows:

> "Husband agrees that he will maintain for a period of two years from the execution of this Agreement the present group hospitalization policy carried on the wife through the Travelers Insurance Company, or a similar policy containing substantially the same benefits. It is agreed that such payments shall terminate if the Wife remarries prior to the expiration of said two years."

3. That the plaintiff, Helen White Winn Taylor was hospitalized at the Retreat Hospital, Richmond, Virginia from October 28, 1974 to November 8, 1974, for a sickness and that as a result thereof incurred debts and obligations from physicians, hospitals and for related treatments and

AER AND NEBLETT
ATTORNEYS AT LAW
34 N. THOMPSON ST.
SUITE 300
ICHMOND, VA. 23230

drugs in the total amount of $1,415.00.

4. That the Travelers Insurance Company in a certain letter bearing date of January 21, 1975 to C. B. Neblett, Jr., Attorney, referring to Group Insurance Plan No. 146 HS 11802 signed by Joyce Jefferson denied coverage on the grounds that the Group Hospitalization Policy benefits were available only to the Wife of the insured. At the time of the sickness a final decree of divorce previously mentioned herein had been entered.

5. That during the pendency of the divorce action Andrew W. Wood, Attorney, represented the defendant while Tommy P. Baer, Attorney, represented the interest of the plaintiff. That on March 22, 1974, Tommy P. Baer addressed and sent correspondence to and which was received by Andrew W. Wood, Esquire, advising the defendant through his attorney that the plaintiff was no longer being carried under the defendant's health insurance policy. That on April 2, 1974, Andrew W. Wood, Esquire, forwarded a copy of the above referred to correspondence at his residence 8609 Oak View Avenue, Richmond, Virginia.

6. That the defendant failed to obtain additional insurance coverage for the petitioner herein, and as a result thereof the damages complained of herein were suffered.

WHEREFORE, your plaintiff asks this Court to cause the defendant to show cause why, if any he can, he should not be punished for his contempt of the Court Order hereinbefore entered and that he be ordered to pay the sum of $1,415.00 with interest at the rate of 6% from November 8, 1974, and further for an award of counsel fees to the Wife and the costs of this proceeding.

And your plaintiff further prays that this matter be reinstated on the current docket of this Court and proceedings had in such nature as to equity shall seem meet.

HELEN WHITE WINN

By C B Neblett
Counsel

HELEN WHITE WINN TAYLOR

By C B Neblett
Counsel

A Copy Teste:

MARGARET B. BAKER, Clerk

By W. Farewell
Deputy Clerk

ER AND NEBLETT
TORNEYS AT LAW
N. THOMPSON ST.
SUITE 300
MMOND, VA. 23230

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF HENRICO

HELEN WHITE WINN TAYLOR, Plaintiff,

v. 13-74

MEREDITH CARWELL WINN, Defendant.

ORDER

This cause came on this day on papers formerly read and on motion of the plaintiff for leave to file a Petition, which is hereby ORDERED filed, and upon the plaintiff's request to reinstate this cause on the current docket of this Court, and for the issuance of a rule to show cause and was argued by counsel.

UPON CONSIDERATION WHEREOF, it being represented to the Court that the defendant, Meredith Carwell Winn, has failed and refused to comply with the Court's Order of the 7th day of March, 1974, and a certain Stipulation in Accordance with Section 20-109.1 of the 1950 Code of Virginia, as amended, said Stipulation being affirmed, ratified and incorporated in the final decree of divorce by reference and wherein the defendant was ordered to comply with all provisions of said Agreement, it is ADJUDGED, ORDERED and DECREED that the defendant, Meredith Carwell Winn, present himself in the Court Room of the Circuit Court of the County of Henrico located at the intersection of Parham Road and Hungary Springs Road, Henrico County, Virginia, on the 3rd day of June 1975 at 3 p.m. o'clock to show cause, if any he can, why he should not be punished for his contempt of the Court's Order.

It is further ORDERED that a copy of this Order be served on the defendant, Meredith Carwell Winn, at 1318 Meadow Drive, Mechanicsville, Virginia, and that a copy of the Petition be attached to and served with this Order, as prayed.

Enter - 4-16-75
E. Barland Baker,
Judge

I ask for this:

C. B. Neblett, Jr.

A Copy Teste:

MARGARET B. BAKER, Clerk

By Nikki Powell

BAER AND NEBLETT
ATTORNEYS AT LAW
7004 N. THOMPSON ST.
SUITE 300
RICHMOND, VA. 23230

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF HENRICO

HELEN WHITE WINN, Plaintiff,

v. Case No. B-74 (M237)

MEREDITH CARWELL WINN, Defendant.

AFFIDAVIT

COMES NOW your affiant, Meredith C. Winn, and states as follows:

1. That he did at all times maintain Traveler's group hospitalization policy No. 830283, as required by the Court, paying all premiums as and when they came due.

2. That he has in good faith complied fully with all orders of this Court.

WHEREFORE, your affiant, prays that the petitions of the plaintiff requesting that he be punished for contempt of court be denied, and that he be awarded counsel fees and the cost of defending against this proceeding.

_____
MEREDITH CARWELL WINN

STATE OF VIRGINIA,
CITY OF RICHMOND, to-wit:

Sworn before me this _____ day of _____, 1975, by Meredith Carwell Winn.

My commission expires: _____.

_____
Notary Public

CERTIFICATE

I hereby certify that a true and exact copy of the foregoing Affidavit was mailed first-class, postage fully prepaid, to C. B. Neblett, Jr., Esquire, BAER & NEBLETT, Suite 300, 1004 N. Thompson Street, Richmond, Virginia 23230, counsel of record for the plaintiff, this _____ day of _____, 1975.

_____, p.q.
Phoebe P. Hall

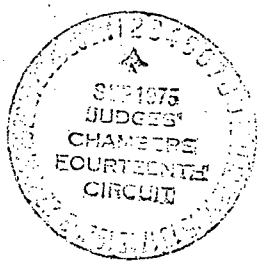
App. 17
Need File

BAER AND NEBLETT ATTORNEYS AT LAW

1004 NORTH THOMPSON STREET SUITE 300 RICHMOND, VIRGINIA 23230 804 358-2131

TOMMY P. BAER
CLARENCE B. NEBLETT, JR.
IRWIN A. HELLER

August 29, 1975



Honorable E. Ballard Baker
Judge
Circuit Court of the County of Henrico
Parham and Hungary Springs Roads
Richmond, Virginia

Re: Winn v. Winn
Case No. M237:B-74

Dear Judge Baker:

Enclosed herewith is a copy of a letter that I have received from Mrs. Joyce Jefferson, Claim Representative for Travelers Insurance Company with regard to the above captioned matter which I shall appreciate your reviewing in connection with this case.

Thank you for your cooperation.

Sincerely,

C B Neblett

C. B. NEBLETT, JR.

CBNJr/rmw
Enclosure:

RECEIVED
SEP 2 1975
CLERK'S OFFICE
HENRICO CIRCUIT COURT

Mail pend
Signed
12-15-75
EBB

THE TRAVELERS

Claim Department
Paul H. Ervin, Manager

August 27, 1975

Mr. C. B. Neblett, Jr.
Baer and Neblett
Attorneys at Law
1004 North Thompson Street
Richmond, Virginia 23230

Re: 146 HS 11802
146 HS 99503
Meredith Winn
Helen - Wife
Winn's Hauling, Inc.

Dear Mr. Neblett:

I am in receipt of your letter of August 21, 1975, regarding Winn v. Winn.

I have reviewed the claim and determined that Travelers Insurance Company, would not have considered the October 28, 1974, confinement at Retreat Hospital as a pre-existing condition under the terms of the policy. Further, this claim would not have been considered related to the claim which was filed in May, 1974 for treatment received by Mrs. Winn on March 20, 1974.

If insurance had been available for the October 28, 1974, hospital confinement, Basic benefits under Group Policy GA 830283 W issued to Winn's Hauling, Incorporated would have been as follows:

Retreat Hospital	$1,029.00
Medical Specialists	$ 110.00

In addition to that, all excess expenses would have been covered under the Major Medical provision and additional benefits of $125.76, would have been payable under this provision.

Should you desire the claim file and/or the policy in court, these items will have to be subpoened.

Very truly yours,

Joyce Jefferson

(Mrs.) Joyce Jefferson
Claim Representative

JJ:sw

COMMONWEALTH OF VIRGINIA

EDMUND WALLER HENING, JR.
JUDGE

JOHN WINGO KNOWLES
JUDGE

E. BALLARD BAKER
JUDGE

THE CIRCUIT COURT OF
THE COUNTY OF HENRICO
P. O. BOX 27032
RICHMOND 23273

FOURTEENTH JUDICIAL CIRCUIT

September 25, 1975

C. B. Neblett, Jr., Esquire
1004 North Thompson Street
Richmond, Virginia 23230

Phoebe B. Hall, Esquire
206 Heritage Building
10th and Main Streets
Richmond, Virginia 23219

Re: Case M-237 - Winn v. Winn

Dear Sir and Madam:

By agreement of January 9, 1973, Helen Winn and Meredith Winn sought to settle all financial matters between them resulting from their marriage and separation. By Order of March 7, 1974, Helen Winn was granted a final divorce and the provisions of the January 9, 1973, agreement relating to maintenance of the parties were incorporated in the decree by reference. V.C. § 20-109.1.

The Eighth item of the Agreement provides the problem--and reads as follows:

> "Husband agrees that he will maintain for a period of two years from the execution of this Agreement the present group hospitalization policy carried on the wife through the Traveler's Insurance Company, or a similar policy containing substantially the same benefits. It is agreed that such payments shall terminate if the wife remarries prior to the expiration of the said two years."

In March, 1974, after the final decree, Mrs. Winn had hospitalization at the Retreat Hospital. Benefits were paid through the Travelers group policy. However, some question arose in Mrs. Winn's mind as to her coverage under this policy since the divorce--and this question was communicated to Mr. Winn. Mr. Winn talked with the insurance agent, and continued to pay the premium for Mrs. Winn on the policy. He says the agent advised that the Travelers might or might not pay a claim for a divorced wife.

Mrs. Winn's attorney, by letter of March 22, 1974, to Mr. Winn's then attorney, stated he had been informed that Mrs. Winn was no longer being carried on Mr. Winn's policy and asked that Mr. Winn comply with the agreement. A copy of this letter was forwarded to Mr. Winn. Plt's Ex. 3, 4. Mr. Winn continued paying premiums on the Travelers group policy through his employer. Mrs. Winn took no further action.

On October 28, 1974, Mrs. Winn entered Retreat Hospital and was discharged on November 8, 1974. She testified she paid $1,404.00, on this hospitalization. Her claim for benefits under the Travelers group policy was denied for the reason that the divorce was final so Mrs. Winn was no longer the wife of Meredith Winn and consequently was not a dependent covered under the policy.

Had coverage existed, Travelers would have paid $1,264.76.

Mrs. Winn has brought the matter up by a show cause order and petition, seeking $1,415, with interest from November 8, 1974, alleging Mr. Winn has failed to comply with the March 7, 1974 Order.

Counsel for both sides have filed memoranda which have been read and considered, but which will not be specifically referred to for reasons of brevity.

The purpose of the Eighth item of the January 9, 1973, Agreement was to provide Helen Winn with hospitalization benefits for two years or until she remarried. These benefits were to be provided through the Travelers group policy or a similar policy. Upon Helen Winn obtaining a final decree, the Travelers coverage ceased. Her obtaining a divorce was certainly something the parties contemplated as not terminating her rights to hospitalization benefits, because they agreed that payments for the coverage would terminate with her remarriage--an event which could only occur after a final divorce.

Mr. Winn does not comply with this Eighth item by maintaining Travelers coverage which does not cover Mrs. Winn. He was informed of the doubtfu l coverage; the policy, itself, seems clear. The Eighth item requires him to provide, "... a similar policy..." as an alternative to the Travelers policy. He did not attempt to do this, apparently relying on the hope that coverage might exist. His obligation was to provide more than mere hope.

Had Helen Winn been advised by Mr. Winn that the Travelers coverage did not apply and that he could or would do nothing more, then she would have had a duty to mitigate, but absent that I see no reason why she cannot rely on the Agreement.

It appears that Travelers would have paid $1,264.76, had the coverage been in effect. Helen Winn is entitled to judgment in that amount, with interest from December 1, 1974.

Mr. Neblett is requested to submit an order in accord.

With best wishes,

Yours very truly,

Ballard Baker

E. Ballard Baker
Judge

October 8, 1975

Honorable E. Ballard Baker
Circuit Court of Henrico County
P. O. Box 27032
Richmond, Virginia 23273

Re: Winn v. Winn (B-74
M-237)

Dear Judge Baker:

I am in receipt of your letter and a sketch of order drafted by counsel for the plaintiff. In this connection, I assume that plaintiff submitted no further memoranda or evidence in this case since I received no notification or copies of the same. In the event of any such submission, I hereby request an opportunity to examine and respond to the same prior to entry of any order in this case.

The sketch of order, endorsed by counsel of record, together with defendant's objections to entry of the proposed decree, is enclosed.

Sincerely,

Phoebe P. Hall

PPH:le
Enclosures

cc: C. B. Neblett, Jr., Esquire

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF HENRICO

HELEN WHITE WINN, Plaintiff,

v. Case No. B-74 / M-237

MEREDITH CARWELL WINN, Defendant.

OBJECTIONS TO ENTRY OF PROPOSED DECREE

COMES NOW the defendant, Meredith C. Winn, by counsel, and states his objections to the entry of an order directing him to pay to the plaintiff a sum of money for damages for breach of contract, and states as follows:

1. That the only matter properly before the Court is the question of whether the defendant should be held in contempt of Court in connection with the show cause order issued by the Court on April 16, 1975.

2. That an action for breach of contract is an action at law required by the rules of court to be commenced by filing a motion for judgment; that the statutory writ tax and Clerk's fee must be paid and a notice of motion for judgment issued before a defendant can be held to answer for an alleged breach of contract.

3. That a court of equity in a domestic relations matter such as this is without jurisdiction to order damages for breach of contract.

4. That the decision herein is contrary to the law and the evidence.

Respectfully submitted,

Phoebe P. Hall

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing

LAW OFFICES
HALL, HALL & WARREN
206 HERITAGE BUILDING
1001 E. MAIN STREET
RICHMOND, VIRGINIA 23219

Objections to Entry of Proposed Decree was mailed first-class, postage fully prepaid, to C. B. Neblett, Jr., Esquire, Baer and Neblett, 1004 N. Thompson Street, Suite 300, Richmond, Virginia 23230, counsel of record for the plaintiff, this _____ day of October, 1975.

_____
Phoebe P. Hall

LAW OFFICES
HALL, HALL & WARREN
206 HERITAGE BUILDING
1001 E. MAIN STREET
RICHMOND, VIRGINIA 23219

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF HENRICO

HELEN WHITE WINN, Plaintiff

v. Case No. B-74 (M-237)

MEREDITH CARWELL WINN, Defendant

O R D E R

This cause came on this day on the papers formerly read and on motion of the plaintiff for leave to file a petition, and upon the plaintiff's request for re-instatement of this cause on the current docket of this Court, and for the issuance of a rule to show cause; and the defendant having responded in person and by counsel, and upon hearing evidence ore tenus of the parties and their respective witnesses and after reviewing Memoranda submitted on behalf of the plaintiff and the defendant, and upon the written opinion of this Court, dated September 25, 1975, all of which was argued by counsel.

UPON CONSIDERATION WHEREOF, the Court finds in accordance with its written opinion, dated September 25, 1975, that the defendant, Meredith Carwell Winn, has failed to comply with the English provision of the agreement of January 9, 1973, made a part of the Order of March 7, 1974, and has therefore failed to comply with the said Order, and that the plaintiff, Helen White Winn, is entitled to judgment in the sum of $1,264.76, with interest from December 1, 1974, in addition to the sum of $28.75, her actual costs expended in this proceeding, and attorney's fees in the sum of $ 75.00, against Meredith Carwell Winn.

The Court hereby enters judgment ~~upon its verdict~~ in favor of Helen White Winn in accord with the above.

Case the matter is stricken from the docket.

Entered: 10-15-75

E Barrett Baker, Judge

BAER AND NEBLETT
ATTORNEYS AT LAW
1004 N. THOMPSON ST.
SUITE 300
RICHMOND, VA. 23230

I ask for this:

C. B. Neblett, Jr.
Baer & Neblett
1004 N. Thompson Street
Richmond, Virginia, counsel for plaintiff

I have seen and object to this:
Purcell P. Hall

A copy teste:

Margaret B. Baker, Clerk

Deputy Clerk

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF HENRICO

HELEN WHITE WINN, Plaintiff,

v. Case No. B-74 (M-237)

MEREDITH CARWELL WINN, Defendant

MOTION TO SET ASIDE THE JUDGMENT

COMES NOW THE DEFENDANT, by counsel, and moves the Court to set aside its judgment entered on October 15, 1975, as contrary to the law and the evidence, and states as follows:

1. That the Court was without jurisdiction to award money damages to the plaintiff in a divorce suit, upon a hearing to show cause why the defendant should not be held in contempt of court, and upon a finding that the defendant is not in contempt of court.

2. That it was not proven by properly admissible evidence that the defendant failed to comply with the provisions of the agreement of January 9, 1973, and thereby failed to comply with the Court order.

3. That the damages awarded were not properly proven and assessible in this case.

WHEREFORE, the defendant moves that the judgment of the Court in this matter be set aside as contrary to the law and the evidence.

Respectfully,

MEREDITH C. WINN

By Phoebe P. Hall
Of Counsel

Phoebe P. Hall
HALL, HALL & WARREN
1001 East Main Street
Suite 206 Heritage Building
Richmond, Virginia 23219

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been mailed first-class, postage fully prepaid, to C. B. Neblett, Jr., Esquire, BAER & NEBLETT, 1004 N. Thompson Street, Richmond, Virginia 23230, counsel of record for the plaintiff, this 3rd day of November, 1975.

Phoebe P. Hall

Phoebe P. Hall

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF HENRICO

HELEN WHITE WINN, Plaintiff

v. Case No. B-74 (M-237)

MEREDITH CARWELL WINN, Defendant

NOTICE OF APPEAL

COMES NOW, Meredith C. Winn, by counsel, pursuant to Rule 5:6 of the Rules of the Supreme Court of Virginia, and hereby gives notice of his intention to apply to the Supreme Court of Virginia for a Writ of Error and Supersedeas to the opinion and order of the Circuit Court of Henrico County, Virginia, entered on the 15th day of October, 1975.

ASSIGNMENTS OF ERROR

The following errors are hereby assigned:

1. That the Court was without jurisdiction to award money damages to the plaintiff in a divorce suit, upon a hearing to show cause why the defendant should not be held in contempt of court, and upon a finding that the defendant is not in contempt of court.

2. That it was not proven by properly admissible evidence that the defendant failed to comply with the provisions of the agreement of January 9, 1973, and thereby failed to comply with the Court order.

3. That the damages awarded were not properly proven and assessible in this case.

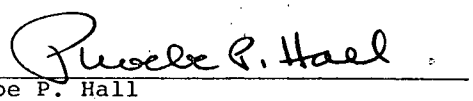
STATEMENT

A statement of facts, testimony or other incidents of the case is to be hereafter filed in this matter.

Respectfully,

MEREDITH CARWELL WINN

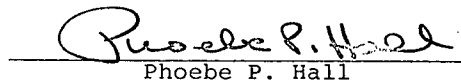
By counsel



Phoebe P. Hall
Franklin P. Hall
HALL, HALL & WARREN
1001 East Main Street
Suite 206 Heritage Building
Richmond, Virginia 23219

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was mailed first-class, postage prepaid, to C. B. Neblett, Jr., Esquire, BAER & NEBLETT, 1004 N. Thompson Street, Richmond, Virginia 23230, counsel of record for the plaintiff, this 3rd day of November, 1975.



Phoebe P. Hall

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF HENRICO

HELEN WHITE WINN, Plaintiff,

v. Case No. B-74
(M237)

MEREDITH CARWELL WINN, Defendant.

TO: CLARENCE B. NEBLETT, JR., ESQUIRE
1004 N. Thompson Street, Suite 300
Richmond, Virginia 23230

NOTICE

PLEASE TAKE NOTE that on December 18, 1975, at 9:00 o'clock, a.m., or as soon thereafter as counsel may be heard, I will present the enclosed statement of facts to Judge Baker at the Circuit Court of the County of Henrico, pursuant to Rule 5:9.

Phoebe P. Hall
Phoebe P. Hall

CERTIFICATE OF SERVICE

I hereby certify that the within Notice was mailed to Clarence B. Neblett, Jr., Esquire, 1004 N. Thompson Street, Suite 300, Richmond, Virginia 23230, this 8th day of December, 1975.

Phoebe P. Hall
Phoebe P. Hall

LAW OFFICES
ALL, HALL & WARREN
06 HERITAGE BUILDING
01 E. MAIN STREET

BAER AND NEBLETT ATTORNEYS AT LAW

1004 NORTH THOMPSON STREET SUITE 300 RICHMOND, VIRGINIA 23230 804 358-2131

TOMMY P. BAER
CLARENCE B. NEBLETT, JR.
IRWIN A. HELLER
DENNIS P. BRUMBERG

December 19, 1975

Clerk
Circuit Court of the County of Henrico
Parham and Hungary Springs Roads
Richmond, Virginia

Re: Winn v. Winn
Case No. B-74
(M237)

Dear Mrs. Baker:

Enclosed is Notice and Notice of Motion and two Stipulations in connection with the above captioned matter which I shall appreciate your filing with the other papers in this cause.

Thank you for your attention to this.

Best wishes for a Merry Christmas and a Happy New Year.

Sincerely,

C. B. NEBLETT, JR.

CBNJr/rmw
cc: Phoebe P. Hall
Attorney at Law

[illegible] 12/31/75. Not [illegible] w/Mrs. Hall

1-27-76 Made part of record. Refused. EBB

DEC 22 1975

CLERKS OFFICE
HENRICO CIRCUIT

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF HENRICO

HELEN WHITE WINN, Plaintiff,

v. Case No. B-74 (M237)

MEREDITH CARWELL WINN, Defendant.

STIPULATION

It appearing that Mrs. Joyce Jefferson, Claims Representative of The Travelers Insurance Company, would testify that had insurance been available for the October 28, 1974 confinement, basic benefits under Group Policy GA-830283W issued to Winn's Hauling, Inc. would have been as follows:

Retreat for Sick	$1,029.00
Medical Specialists	110.00

and further that all excess expenses would have been covered under Major Medical provision and additional benefits of $125.76 would have been payable under this provision.

I ask for this Stipulation of Evidence:

C. B. Neblett, Jr.

I have seen this Stipulation of Evidence:

Phoebe P. Hall

I accept this Stipulation of Evidence:

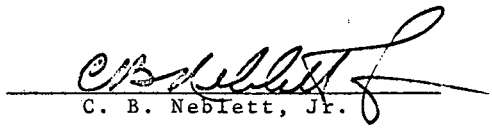
Judge

Date_____

BAER AND NEBLETT
ATTORNEYS AT LAW
1004 N. THOMPSON ST.
SUITE 300
RICHMOND, VA. 23230

CERTIFICATE

I certify that a true copy of the attached Stipulation was this 19 day of December 1975, mailed to Phoebe P. Hall, Attorney at Law, 206 Heritage Building, Tenth and Main Streets, Richmond, Virginia 23219, counsel of record for the defendant.



C. B. Neblett, Jr.

BAER AND NEBLETT
ATTORNEYS AT LAW
1004 N. THOMPSON ST.
SUITE 300
RICHMOND, VA. 23230

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF HENRICO

HELEN WHITE WINN, Plaintiff,

v. Case No. B-74 (M237)

MEREDITH CARWELL WINN, Defendant.

NOTICE AND NOTICE OF MOTION

Now comes your plaintiff, Helen White Winn, and moves the aforesaid Court under the authority of Section 8-348 of the 1950 Code of Virginia, as amended, to correct a mistake, miscalculation or misrecital of the amount and basis of the judgment rendered herein.

It appears from the pleading, record and judgment in the case at bar, along with the evidence presented, memorandum and other documents that the judgment in this case can be safely amended according to the truth and justice of the case by an entry of record. That counsel for the plaintiff, Helen White Winn, now moves this Court to accept a Stipulation and/or evidence relating to the judgment rendered herein.

1. That at the conclusion of the evidence heard ore tenus, the Court informed counsel for the plaintiff that he could submit by way of Stipulation additional evidence relating to the amount of actual damages claimed in this case since there appeared to be a variance between the testimony of the actual medical bills paid and the obligation or liability of The Travelers Insurance Company.

2. That the Court instructed counsel for the defendant that additional evidence could be filed by way of Affidavit; said evidence being filed by counsel for the defendant but not in Affidavit form (letter September 16, 1975 - Blue Cross/Blue Shield of Virginia).

3. That the objections to entry of proposed decree filed on behalf of the defendant by counsel fails to specifically point out a miscalculation, mistake or error in the record and to adequately notify counsel for the plaintiff of an unfound error.

BAER AND NEBLETT
ATTORNEYS AT LAW
1004 N. THOMPSON ST.
SUITE 300
RICHMOND, VA. 23230

4. The Court, by Letter Opinion, dated September 25, 1975, relates that the petition brought against the defendant was seeking a judgmental amount of $1,415.00. That the Letter Opinion further uses the figure $1,264.76 as the amount of the judgment based upon The Travelers Insurance Company's liability for medical expenses had the coverage in question beein in effect and bases its judgment in favor of the plaintiff on that amount. That counsel for the defendant, through the defendant individually, has tendered the full judgment to the plaintiff by way of Cashier's check.

WHEREFORE, counsel for the plaintiff submits that an error does exist which is correctable under Section 8-348 of the 1950 Code of Virginia, as amended, and moves this Court to amend and correct its record and that the Court has authority to so act under Section 8-348 and that said motion is made within three years of the date of the entry of the judgment and decree in this cause.

HELEN WHITE WINN

By C B Neblett
Counsel

NOTICE

To: Phoebe Hall
Attorney at Law
Suite 206 - Heritage Building
10th and Main Streets
Richmond, Virginia 23219

PLEASE TAKE NOTICE that on the 31st day of December 1975, at 10 a.m. o'clock, counsel for the plaintiff, Helen White Winn, will present to the Court a Stipulation and/or offer oral testimony in the above referred to case in conjunction with the Motion herein filed.

You may appear at the same time and place to protect your interest herein.

C B Neblett
C. B. Neblett, Jr.

BAER AND NEBLETT
ATTORNEYS AT LAW
1004 N. THOMPSON ST.
SUITE 300
RICHMOND, VA. 23230

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF HENRICO

HELEN WHITE WINN

v.

MEREDITH CARWELL WINN

ORDER Case B-74

It appearing that:

(1) On October 15, 1975, the Court entered judgment in favor of the plaintiff against the defendant in the amount of $1,264.76, with interest from December 1, 1974; and

(2) On November 5, 1975, the defendant filed a Motion to Set Aside the Judgment; and

(3) On November 5, 1975, the defendant filed Notice of Appeal and Assignments of Error to the order of October 15, 1975; and

(4) On December 18, 1975, counsel for both parties appeared before the Court, the defendant presenting a written statement of facts, to which the plaintiff expressed opposition; that the Court directed that each party submit a written statement of what each thought proper in the written statement of facts and that the Court would decide any disagreement between the parties and sign a statement; and

(5) On December 18, 1975, the Court made a letter from counsel for the plaintiff of August 29, 1975, with enclosure, and a letter from counsel for the defendant of September 18, 1975, with attached memorandum, and a letter of October 8, 1975 and Objection To Entry of Proposed Decree, part of the record; and

(6) On December 18, 1975, the Court suggested the possible applicability of § 8-348 to certain objections to the order of October 15, 1975, raised by the defendant in the Motion to Set Aside the Judgment and in the Assignments of Error; and

(7) On December 22, 1975, the clerk received from the plaintiff a Notice and Notice of Motion under § 8-348, along with two Stipulations, neither of which have been signed by counsel for the defendant, the said Notice to be heard on December 31, 1975, at ten o'clock a. m.; and

(8) On December 30, 1975, the date for hearing on said Notice and Notice of Motion was continued from December 31, 1975, to January 29, 1976, and

(9) No further written statement of facts having been submitted by either party,

The Court, being of opinion that its suggestion of the possible applicability of § 8-348, and the receipt by the clerk and counsel for the defendant of the Notice and Notice of Motion on December 22, 1975, under § 8-348, may have caused counsel to believe that the provisions of Rule 5:8 through Rule 5:17, of the Rules of The Supreme Court of Virginia are not applicable or are not presently operating with respect to the Order of October 15, 1975, without presuming to make any ruling relative to the applicability of said Rules to this case, doth ORDER that the Clerk mail a copy of this Order to each of counsel of record with leave for counsel to take such action as may be deemed appropriate.

ENTER: 12 - 31 - 75

E. Barrard Baker
Judge

A Copy
Teste:
Margaret B. Baker
Clerk

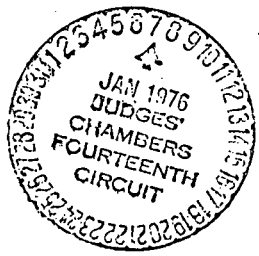
Need File

BAER AND NEBLETT ATTORNEYS AT LAW

1004 NORTH THOMPSON STREET SUITE 300 RICHMOND, VIRGINIA 23230 804 358-2131

TOMMY P. BAER
CLARENCE B. NEBLETT, JR.
IRWIN A. HELLER
DENNIS P. BRUMBERG

January 5, 1976



Honorable E. Ballard Baker
Judge, Circuit Court of the
County of Henrico
Parham and Hungary Springs Roads
Richmond, Virginia

Re: Winn v. Winn
Case No. B-74
(M237)

Dear Judge Baker:

For the record, I thought it would be appropriate to respond to the Court's Order of 12-31-75.

On December 19, 1975, counsel for the plaintiff filed two Stipulations with the Court in accordance with its directive, being one day after the December 18th hearing regarding the presented statement of fact by the defendant.

Copies of those Stipulations were sent to counsel for the defendant. Counsel for the plaintiff has no power to require counsel for the defendant to sign said Stipulations. The matter was set for hearing on December 31, 1975 before your Honor, however, counsel for the plaintiff was informed by Mrs. Hall's office that she was on vacation until after the first of the year and would not be available to cooperate in bringing this matter to a conclusion. As a result thereof, counsel agreed at the request of the counsel for the defendant to have the matter continued and the date of January 29, 1976 was worked out between the Circuit Court Clerk's Office and counsel for the defendant and plaintiff. Counsel believes that the Notice and Notice of Motion under § 8-348 of the 1950 Code of Virginia, as amended, is a proper Notice and Notice of Motion to correct an error in the record and that if prejudice is caused to the plaintiff by the defendant in action regarding the Stipulation and hearing dates, then the Court should not permit the defendant to profit by her own inaction.

Made part of record 1-8-76 EBB

On January 29, 1976, counsel will appear before the Court with his Notice and Notice of Motion asking that the Court, under its authority, granted by Section 8-348 of the 1950 Code of Virginia, as amended, correct any mistakes, if any exist, in the record of this cause and further will ask the

Court, on the basis of the Statement of Facts presented by plaintiff and defendant, to decide the controversy between counsel and prepare the necessary narrative for transmission to the Supreme Court of Virginia.

Yours very truly,

C. B. NEBLETT, JR.

CBNJr/rmw
Enclosures:

cc: Phoebe P. Hall
Attorney at Law
Suite 206 - Heritage Building
1001 East Main Street
Richmond, Virginia 23219

RECEIVED
FEB 18 1976
RICHMOND, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF HENRICO

HELEN WHITE WINN, Plaintiff,

v. Case No. B-74 (M237)

MEREDITH CARWELL WINN, Defendant.

STATEMENT OF FACTS

By Agreement executed January 9, 1973, Helen White Winn and Meredith Carwell Winn sought to settle all financial matters between them resulting from their marriage and separation. By Order of March 7, 1974, Helen White Winn was granted a Final Divorce and the provisions of the January 9, 1973 Agreement relating to the maintenance of the parties were incorporated in the decree by reference. V.C. § 20-109.1.

The Eighth item of the Agreement provides the basis for the later actions on behalf of the plaintiff:

> "Husband agrees that he will maintain for a period of two years from the execution of this Agreement the present group hospitalization policy carried on the wife through the Traveler's Insurance Company, or a similar policy containing substantially the same benefits. It is agreed that such payments shall terminate if the wife remarries prior to the expiration of the said two years."

The husband maintained the present Traveler's Group Policy in full force and effect. On March 7, 1974, the wife secured a final decree of divorce. In March 1974, after the final decree, Mrs. Winn had hospitalization at the Retreat for the Sick Hospital. The benefits were paid through the Travler's Insurance Company policy. However, some question arose in Mrs. Winn's mind as to her coverage under this policy since the divorce ... and this question was communicated to Mr. Winn. Mr. Winn talked with his insurance agent, and agreed to pay the premiums for Mrs. Winn on the policy. Mr. Winn testified that the agent advised that the Traveler's might or might not pay the claim for a divorced wife.

Mrs. Winn's attorney, by letter of March 22, 1974, to Mr. Winn's then attorney, stated that he had been informed that Mrs. Winn was no longer being carried on Mr. Winn's policy

BAER AND NEBLETT
ATTORNEYS AT LAW
1004 N. THOMPSON ST.
SUITE 300
RICHMOND, VA. 23230

and asked that Mr. Winn comply with the provisions of the aforesaid Agreement. A copy of this letter was forwarded to Mr. Winn. Plaintiff's Exhibits Nos. 3 and 4. Mr. Winn continued paying premiums on the Traveler's Group Policy through his employer, Winn's Hauling Company. Mrs. Winn took no further action. On October 28, 1974, Mrs. Winn entered Retreat for the Sick Hospital and was discharged on November 8, 1974. She testified she paid $1,404.00 on this hospitalization. Her claims for benefits under the Traveler's Group Policy were denied for the reason that the divorce was final and Mrs. Winn was no longer the wife of Meredith Winn and consequently was not a dependent covered under this policy.

Had coverage existed, the Traveler's would have paid $1,264.76. Mrs. Winn brought the matter up by Show Cause Order and Petition seeking $1,415.00 with interest from November 8, 1974, alleging Mr. Winn had failed to comply with the March 7, 1974 Order.

On October 15, 1975, the Court entered judgment in favor of the plaintiff against the defendant in the amount of $1,264.76 with interest from December 1, 1974, as is more fully set out in its written Opinion, dated September 25, 1975.

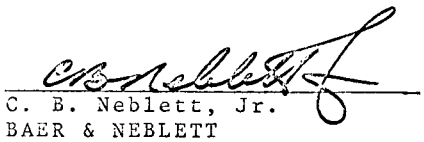
On November 5, 1975, the defendant filed a Motion to Set Aside the Judgment and his Notice of Appeal and Assignments of Error to the Order of October 15, 1975.

On December 18, 1975, the Court made a letter from counsel for the plaintiff of August 29, 1975 with enclosures referring to a letter of August 27, 1975 from the Traveler's Insurance Company, Mrs. Joyce Jefferson, Claims Representative, along with a letter of October 8, 1975, and Objections to Entry of Proposed Decree, as well as a letter from counsel for the defendant of September 18, 1975, with attached Memoramdum part of the record.

On December 18, 1975, on motion of the defendant, counsel for the plaintiff and defendant appeared in open Court and counsel for the plaintiff presented to the Court a Statement of Fact to which exception was taken by the plaintiff.

BAER AND NEBLETT
ATTORNEYS AT LAW
1004 N. THOMPSON ST.
SUITE 300
RICHMOND, VA. 23230

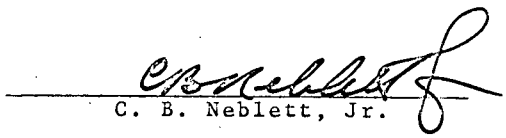
On December 22, 1975, the Clerk received from the plaintiff a Notice and Notice of Motion under § 8-348 of the 1950 Code of Virginia, along with two Stipulations, neither of which had been signed by counsel for the defendant, the said Notice to be heard on December 31, 1975 at 10 o'clock a.m.; however, counsel for the defendant was on vacation and could not be present on the date set for hearing, December 31, 1975, and the matter was continued from December 31, 1975 to January 29, 1976.



C. B. Neblett, Jr.
BAER & NEBLETT
Suite 300
1004 North Thompson Street
Richmond, Virginia 23230

CERTIFICATE

I certify that on the 6 day of January, 1976, a true copy of the foregoing Statement of Facts was mailed to Phoebe P. Hall, Attorney at Law, Suite 206, Heritage Building, 1001 East Main Street, Richmond, Virginia 23219, counsel of record for the defendant.



C. B. Neblett, Jr.

LAW OFFICES
HALL, HALL & WARREN
SUITE 206 - HERITAGE BUILDING
TENTH AND MAIN STREETS
RICHMOND, VIRGINIA 23219

FRANKLIN P. HALL
GEORGE WM. WARREN, IV
PHOEBE P. HALL

TELEPHONE
AREA CODE 804
644-4588

JAN 1976
RECEIVED
JUDGES' CHAMBERS
2:50 pm
by hand

January 7, 1976

RECEIVED
JAN 7 1976
CLERK'S OFFICE
HENRICO CIRCUIT COURT

Honorable E. Ballard Baker
Judge, Circuit Court of the
County of Henrico
Parham and Hungary Springs Roads
Richmond, Virginia

Re: Winn v. Winn
Case No. B-74
(M237)

Dear Judge Baker:

Enclosed please find a statement of facts in the above-described matter.

The first two pages of this statement, up to the last paragraph thereof, are in the form hammered out by counsel at our meeting on December 18, 1975. I believe that Mr. Neblett agreed that this part of the statement was factually correct, although he preferred other wording.

As you will recall, I took careful notes at that meeting of the judicial suggestions for additional narrative as to the incidents of the trial. The remaining paragraphs are my attempt to reflect those suggestions and the statements in the Court's recent order.

I believe this is a much more accurate and complete statement of facts than that submitted by counsel for the plaintiff. I do not know of any item contained here to which Mr. Neblett would be in substantive disagreement although I know he feels that other wording or different emphasis would be preferable.

On the other hand, I find substantive disagreement with counsel for the plaintiff's statement both in terms of matters stated as facts and material facts omitted.

Sincerely,

Phoebe P. Hall

Phoebe P. Hall

Filed per order of court 1-8-76 EBB

PPH:le

cc: C. B. Neblett, Jr., Esquire (with Statement of facts)

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF HENRICO

HELEN WHITE WINN, Plaintiff,

v. Case No. B-74 (M237)

MEREDITH CARWELL WINN, Defendant.

STATEMENT OF FACTS

On January 9, 1973, the husband and wife separated and that day executed a stipulation agreement drafted by the wife's attorney. The agreement called, in part, for the husband to maintain the present group health insurance policy or a similar policy containing substantially the same benefits for a period of two years provided the wife did not remarry within the two years.

The husband at all times maintained the present policy in full force and effect, as was stipulated by her attorney. On March 7, 1974, the wife secured a decree of divorce. She thereafter left word with her husband's nephew that she needed medical care for a condition which she had and requested claim forms under his group hospitalization policy. The husband advised his insurance agent and The Travelers of the divorce and inquired whether any benefits would be payable for his wife's medical expenses. The agent advised that there might be no benefits payable under this policy since the wife had secured a divorce. He indicated that Mr. Winn was not eligible for other insurance with The Travelers or the other companies he represented because of the divorce and because a known pre-existing condition would be excluded from coverage. He advised Mr. Winn to continue paying premiums on the present policy and to submit a claim to see if benefits were paid for his ex-wife's expenses. Mrs. Winn's

Matter part of record 1-8-76 EBD

JAN 7 1976

attorney, by letter of March 22, 1974, to Mr. Winn's then attorney, stated he had been informed that Mrs. Winn was no longer being carried on Mr. Winn's policy and asked that Mr. Winn comply with the agreement. A copy of this letter was forwarded to Mr. Winn. Plt's Ex. 3, 4. Mr. Winn continued paying premiums on the Travelers group policy through his employer. Mrs. Winn took no further action.

Mr. Winn advised his wife of his conversation with the agent and she agreed they should submit a claim. He sent her the forms which she completed and filed with the Travelers.

On May 20, 1975, after having been advised of all the pertinent facts, the Travelers paid the claim for expenses incurred by the ex-wife subsequent to the divorce. They also continued to accept Mr. Winn's premium payments.

Mr. Winn testified that he believed that this policy would be effective to provide benefits for his ex-wife's medical expenses.

On October 28, 1974, Mrs. Winn entered Retreat Hospital and was discharged on November 8, 1974. She testified she paid $1,404.00 on this hospitalization.

In November of 1974, Mrs. Winn submitted another claim under this policy for expenses related to the condition for which she had submitted a claim in March. When that claim was denied by the claims representative for the Travelers on the basis that the policy provided no benefits for an ex-wife, Mrs. Winn sought to recover payment of her medical expenses from her husband on the basis of an alleged breach of contract.

Mrs. Winn had filed a petition in the Circuit Court of Henrico County in Chancery Suit No. M-237, which had been placed among the ended causes, wherein a final decree of divorce had been granted her on March 7, 1974, requesting that the matter be

reinstated on the docket and that the Court cause the defendant to show cause why he should not be punished for contempt of court and ordered to pay the sum of $1,415.00 with interest at the rate of 6% from November 8, 1974, and for counsel fees and costs.

An order was entered on April 16, 1975, ordering the petition filed and served upon the defendant and ordering him to show cause if any he can why he should not be punished for contempt of court. The defendant was so served.

At the conclusion of the hearing which was held on August 7, 1975, the Court indicated it would allow the plaintiff to produce evidence by stipulation of counsel, if it could, as to what Travelers would pay. The Court further indicated it would allow defendant to produce an affidavit, if it could, showing that defendant could not have obtained a similar policy containing substantially the same benefits, all to be filed by September 15, 1975. Subsequently, the Court extended this date to September 18, 1975. On September 2, 1975, the Court received Mr. Neblett's letter of August 29 on behalf of the plaintiff, to which was attached a photocopy of a letter of August 27 from Joyce Jefferson of the Travelers to Mr. Neblett stating the amount of payment she said Travelers would have made if coverage had been available under Mr. Winn's policy. Mr. Neblett's letter does not show a copy to Mrs. Hall. This letter was not a stipulation and no other evidence had been submitted as to the amount the Travelers would have paid. On September 18, 1975, the Court received a letter from Mrs. Hall attaching a letter from Blue Cross and Blue Shield and a memorandum, showing a copy to Mr. Neblett. By letter dated September 25, 1975, the Court rendered its opinion. Counsel for the plaintiff submitted a proposed sketch of order which

counsel for the defendant endorsed with objection thereto and returned to the Court together with a letter indicating that she had no knowledge of any evidence having been submitted by the plaintiff since the hearing and requesting an opportunity to examine and respond to any prior to entry of any order if there had been such a submission. Also enclosed with the letter was defendant's Objection to Entry of Proposed Decree.

On October 15, 1975, the Court entered judgment in favor of the plaintiff against the defendant in the amount of $1,264.76, with interest from December 1, 1974; and

On November 5, 1975, the defendant filed a Motion to Set Aside the Judgment; and

On November 5, 1975, the defendant filed Notice of Appeal and Assignments of Error to the order of October 15, 1975; and

On December 18, 1975, counsel for both parties appeared before the Court, the defendant presenting a written statement of facts, to which the plaintiff expressed opposition; that the Court directed that each party submit a written statement of what each thought proper in the written statement of facts and that the Court would decide any disagreement between the parties and sign a statement; and

On December 18, 1975, the Court made a letter from counsel for the plaintiff of August 29, 1975, with enclosure, and a letter from counsel for the defendant of September 18, 1975, with attached memorandum, and a letter of October 8, 1975, and Objection to Entry of Proposed Decree, part of the record; and

On December 18, 1975, the Court suggested the possible applicability of § 8-348 to certain objections to the order of October 15, 1975, raised by the defendant in the Motion to Set Aside the Judgment and in the Assignments of Error; and

On December 22, 1975, the clerk received from the plaintiff

a Notice and Notice of Motion under § 8-348, along with two Stipulations, neither of which have been signed by counsel for the defendant, the said Notice to be heard on December 31, 1975, at ten o'clock a.m.; and

On December 30, 1975, the date for hearing on said Notice and Notice of Motion was continued from December 31, 1975, to January 29, 1976, and

On December 31, 1975, the Court entered an order to clarify the record, which was served on counsel of record.

APPROVED:

_____

Seen:

_____
Phoebe P. Hall
HALL, HALL & WARREN
1001 E. Main Street
Richmond, Virginia 23219

Seen:

_____
C. B. Neblett, Jr., Esquire
BAER & NEBLETT
1004 N. Thompson Street, Suite 300
Richmond, Virginia 23230

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF HENRICO

HELEN WHITE WINN, Plaintiff,

v. Case No. B-74 (M-237)

MEREDITH CARWELL WINN, Defendant.

ANSWER TO NOTICE AND NOTICE OF MOTION

COMES NOW the defendant, Meredith C. Winn, and states as follows in answer to the "Notice and Notice of Motion" sought to be filed by the plaintiff:

1. That on October 15, 1975, the Court entered a final order which remained under the control of the trial Court and subject to be modified or vacated for 21 days thereafter, and no longer (Rule 1:1).

2. That the Court has no jurisdiction to grant a motion by the plaintiff to submit additional evidence in this case, after the close of all the evidence and more than 21 days after entry of final judgment.

3. That plaintiff's failure to propose or submit any stipulation of counsel, within the time granted by the Court to submit such evidence, deprived him of the right to submit such evidence in this case.

4. That the mere fact that counsel for the plaintiff mailed to the Court a copy of a letter he had received from an individual at the Travelers did not create any evidence in the case; nor did it impose any duty on the Court to advise counsel for the plaintiff that his letter did not constitute evidence; nor did it create any duty on counsel for the defendant to object to the letter, and what is more, counsel for the defendant was not even notified of and did not know

LAW OFFICES
HALL, HALL & WARREN
206 HERITAGE BUILDING
1001 E. MAIN STREET
RICHMOND, VIRGINIA 23219

of the letter's existence until December 18, 1975.

5. That §8-348 does not extend to the type of relief which the defendant is seeking but, rather, is designed to correct such an error as a clerical error.

6. That if any relief can be granted under §8-348, it would be simply to correct the judgment to an award of "0" damages on the basis that since the plaintiff submitted no evidence that the Travelers would have paid any of the medical bills, the damages proven were "0" and the correct calculation of the amount was "0".

Respectfully submitted,

Phoebe P. Hall

Phoebe P. Hall

CERTIFICATE OF SERVICE

I do hereby certify that a true and exact copy of the foregoing Answer to Notice and Notice of Motion was mailed this 8th day of January, 1976, to C. B. Neblett, Jr., Esquire BAER AND NEBLETT, 1004 N. Thompson Street, Richmond, Virginia 23230, counsel of record for the plaintiff.

Phoebe P. Hall

Phoebe P. Hall

LAW OFFICES
HALL, HALL & WARREN
206 HERITAGE BUILDING
1001 E. MAIN STREET
RICHMOND, VIRGINIA 23219

Judge Baker

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF HENRICO

HELEN WHITE WINN, Plaintiff,

V. Case No. B-74 (M237)

MEREDITH CARWELL WINN, Defendant.

ORDER

Pursuant to paragraph eight of the Order of December 31, 1975, counsel for the plaintiff appeared on January 29, 1976, on his Motion filed on December 22, 1975. Counsel for the defendant did not appear.

The Court, being of the opinion that the provisions of Section 8-348 are not applicable, denies said motion.

Enter: 1/29/76

E. Beeland Baker
Judge

csm

Entered January 29, 1976

96

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF HENRICO

HELEN WHITE WINN, Plaintiff,

v. Case No. B-74 (M-237)

MEREDITH CARWELL WINN, Defendant.

OBJECTION TO TRANSMITTAL OF TRANSCRIPT AND/OR NARRATIVE TO SUPREME COURT OF VIRGINIA

Now comes the Plaintiff, Helen White Winn, and states as follows:

1. That judgment was entered in favor of the plaintiff on the 25th day of September, 1975 in the Court's Letter Opinion of the same date.

2. The Order of Judgment bears the date of October 15, 1975.

3. On December 18, 1975, sixty-three (63) days following the entry of the aforementioned judgment, counsel for the defendant tendered a narrative to the Court which was then withdrawn for the purpose of corrections.

4. On January 7, 1976, Suggestive Statement of Facts were filed with the Circuit Court of the County of Henrico and on January 9, 1976, E. Ballard Baker, Jr., Judge, prepared his statement of testimony heard on August 7, 1975 and pursuant to Rule 5:9 (c).

5. The Court in said Statement of Testimony specifically cites that it made no certification with respect to the procedural requirements of Rule 5:9 and/or 5:11.

WHEREFORE, your plaintiff, by counsel, objects to the inclusion in the record for transmittal to the Supreme Court of Virginia any and all statements of testimony, incidences of fact, Orders, Exhibits or any matter touching this appeal not filed prior to December 15, 1975, as required under Rule 5:9(a) [Rules of Court] -- Rule 5:9(b) -- Rule 5:9 in its entirety and

BAER AND NEBLETT
ATTORNEYS AT LAW
1004 N. THOMPSON ST.
SUITE 300
RICHMOND, VA. 23220

Rule 5:11 in its entirety.

Counsel requests that this objection be included in the Record to be transmitted to the Supreme Court of Virginia so that it will not be deemed to be an objection waived.

HELEN WHITE WINN

By C. B. Neblett, Jr.
Counsel

CERTIFICATE

I certify that a true copy of the Objection to Transmittal of Transcript and/or Narrative to Supreme Court of Virginia was this 9 day of February, 1976, mailed to Phoebe P. Hall, Attorney at Law, Hall, Hall & Warren, Suite 206, Heritage Building, 10th and Main Streets, Richmond, Virginia 23219, counsel of record for the defendant.

C. B. Neblett, Jr.
C. B. Neblett, Jr.

BAER AND NEBLETT
ATTORNEYS AT LAW
1004 N. THOMPSON ST.
SUITE 300
RICHMOND, VA. 23220

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF HENRICO

HELEN WHITE WINN, Plaintiff,

v. Case M-237

MEREDITH CARWELL WINN, Defendant.

STATEMENT OF TESTIMONY HEARD ON
AUGUST 7, 1975, PURSUANT TO RULE 5:9(c)

Andrew Wood, attorney who formerly represented Mr. Winn, testified that he received a letter from counsel for the plaintiff of March 22, 1974. Plt. Exh. 1. He mailed this to the defendant. Plt. Exh. 2. He does not know if it was received.

Joyce Jefferson, representativc of Travelers Ins., testified she handled Mrs. Winn's claim in November, 1974. The claim was denied because Mrs. Winn's divorce from Mr. Winn had become final. Plt. Exhs. 3 and 4 were introduced through this witness. The markings on Plt. Exh. 3 are by this witness.

Helen Winn Taylor, the plaintiff, testified she obtained a final decree of divorce on March 7, 1974. An agreement of January 9, 1973, was made a part of the decree. [Note. The divorce decree and agreement are a part of the divorce file in which this dispute arose.] In March, 1974, as an out-patient at Retreat Hospital, she asked defendant for claim forms for insurance. She got them, the defendant signed them, the claim was submitted to Travelers. Mrs. Winn only paid $11.

After March, 1974, she contacted her attorney, as she had been told defendant's insurance might not cover her. She left the matter in the hands of the attorney.

On October 28, 1974, she entered the hospital, remaining until November 8, 1974. Her bills were presented as Exh. 5. A claim form was filed with Travelers. Exh. 6. She was advised in late November, 1974, that the bill was not paid by Travelers.

She also testified that the October, 1974, hospitalization related to the March, 1974, trouble, being for double vision.

Between March, 1974, and October, 1974, she did not talk with Mr. Winn relating to the insurance coverage. She paid $1,404, on the October, 1974, hospitalization.

William M. Taylor testified as the present husband of the plaintiff. They were married December 20, 1974, and the plaintiff is now on his policy.

At this point, the plaintiff rested. Defendant's motion to strike was overruled.

Counsel then stipulated Defendant's Exh. 1.

Meredith Winn, defendant, testified that he maintained a group hospital policy through his business, Winn Hauling, which policy was in full force. In March, 1974, the plaintiff called and asked if "her insurance" had been cancelled. He said "No." She advised him that she thought it had been by her getting her final divorce. He told his agent about the final divorce, and he said to continue paying premiums as the Company might or might not pay. He says he did tell the plaintiff in March, 1974, that she should know the insurance company might not pay after the final decree. He had no reason to believe payment would be denied after the Company paid the Retreat Hospital bill in March, 1974. The Company's payment to Retreat was $27, by check sent to him for Retreat.

Mr. Winn also testified he lived at 8609 Oakview Avenue in March, 1974. He could not recall seeing Plt. Exh. 1 and 2. The agent advised him to continue paying premiums, as the Company might pay. After the Company paid the March, 1974 bill, he thought they would pay the other. He did try to have agent get other insurance, but the agent told him this could not be done due to pre-existing condition.

He first knew of plaintiff's hospitalization when she

called and asked him for the forms. In December, 1974, the premium without dependents was $17.05; with dependents, $55.37.

He remarried, March 14, 1974. His present wife is not on the coverage. He did advise the Company of his change of status and remarriage, but filed no change of beneficiary.

At this point, the defendant rested.

The Court recalled Joyce Jefferson. On questions by the Court, she said Plt. Exh. 5 was not complete because it did not contain a statement from the employer, Winn Hauling. She became suspicious of the claim when it showed a wife, and she knew he was divorced. She was unable to say that the defendant's policy would cover all the items on Plt. Ex. 5. She was sure it would not cover all in full.

On questions by counsel for the plaintiff, she did not recall the policy number, but thought that the policy paid room, board, some medical benefits with a major medical rider.

To a question by the Court, she did not know what the room and board benefit was, and would have to have the policy summary to determine that. COUNSEL AGREED THAT THE TRAVELERS POLICY HAD BEEN MAINTAINED IN FULL FORCE AND EFFECT BY DEFENDANT. ZBB 1-16-16

At this point, counsel for plaintiff asked opportunity to file policy summary to show what the coverage was. Defendant's counsel objected to further evidence.

The Court said plaintiff would be allowed to produce evidence of the policy summary. Counsel indicated the actual coverage would be stipulated.

Counsel then argued the case, each with reference to memoranda previously filed.

The Court took the matter under advisement, commenting that it was not sure from the evidence that no similar policy could be obtained. The Court then stated that plaintiff would

be allowed to produce evidence, by stipulation if agreeable, as to what the Company would pay if there had been coverage, and defendant would be allowed to produce evidence, by affidavits, that defendant could not have obtained a similar policy containing substantially the same benefits. These items to be filed by September 15, 1975--later extended to September 18, 1975.

Nothing further occurred at the August 7, 1975 hearing.

I certify that the above is a true and correct statement, as reflected by my notes taken at the time, of the August 7, 1975, hearing.

E. Ballard Baker
E. Ballard Baker, Judge

January 9, 1976.

OTHER INCIDENTS

In addition to the above Statement of Testimony, the Court recites the following incidents subsequent to August 7, 1975.

1. On September 2, 1975, a letter from C. B. Neblett, Jr., plaintiff's attorney, with copy of letter from Joyce Jefferson, was received.

2. On September 18, 1975, a letter from Phoebe P. Hall, defendant's attorney, with letter from counsel for Blue Cross and amemorandum was received.

3. On September 25, 1975, the Court wrote a letter to counsel finding for the plaintiff in the amount of $1,264.76.

4. On October 10, 1975, a letter and Objections to Entry of Proposed Decree were received from Attorney Hall.

5. An Order giving judgment to the plaintiff for $1,264.76, was entered on October 15, 1975.

6. On November 5, 1975, Attorney Hall filed a Motion to Set Aside the Judgment, and at the same time, filed Notice of

Appeal and Assignments of Error.

7. On December 18, 1975, pursuant to appointment, counsel appeared before the Court for presentation of a Statement of Facts. After conferring, Attorney Hall stated she would re-type the narrative in accord with certain suggestions Attorney Neblett had made, and would add certain observations the Court made relating to letters of August 29 and October 8, 1975. Attorney Neblett was to submit what he wanted in the narrative. The Court would act on what was received as soon as received.

8. On December 18, 1975, the Court made Items 1, 2 and 4, a part of the record. The Court also observed that § 8-348 might be applicable at this stage.

9. On December 22, 1975, the Court received a Notice and Notice of Motion relating to § 8-348, along with two unsigned Stipulations from Attorney Neblett.

10. On December 31, 1975, the Court entered an Order.

The letters, orders and other documents referred to above are self-explanatory.

11. On January 7, 1976, the Court received from each attorney, a letter and a suggested Statement of Facts, which are hereby made a part of this record.

As the Court was not satisfied with the proposed Statement of Facts, it prepared the above Statement of Testimony heard on August 7, 1975, and makes note of Other Incidents for whatever purpose they may serve. I make no certification with respect to the procedural requirements of Rule 5:9 and/or Rule 5:11.

January 9, 1976.

E. Ballard Baker
E. Ballard Baker, Judge

A copy of this was mailed to Clarence B. Neblett, Jr., Esquire, and to Phoebe P. Hall, Attorney, on January 9, 1976.

E. Ballard Baker
E. Ballard Baker, Judge

1 - Plaintiffs Exhibit B

March 22, 1974

Andrew W. Wood, Esquire
Attorney at Law
701 East Franklin Street
Richmond, Virginia

Re: Winn v. Winn

Dear Andy:

I have just been advised that Mrs. Helen Winn is no longer being carried under Mr. Winn's Health Insurance Policy.

I call your attention to the Property Settlement Agreement executed by Mr. and Mrs. Winn which is incorporated as part of the decree of divorce, wherein it specifically states that Mr. Winn provide for such coverage.

Unless he makes immediate arrangements to comply with the Agreement and decree, providing proof to me of such coverage, I shall be compelled to institute suit and bring the matter to the attention of the Court.

Sincerely,

TOMMY P. BAER

TPB/rmw

bc: Mrs.Helen Winn
9206 Allistair Court
Richmond, Virginia

Tl's Exhibit 1

Plaintiff's Exhibit "C"

LAW OFFICES
WOOD AND STREET
SUITE 504
SEVENTH AND FRANKLIN BUILDING
RICHMOND, VIRGINIA 23201

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P. O. BOX 95
TELEPHONE (804) 644-7886

ANDREW W. WOOD
W. SCOTT STREET, III
JAMES S. YOFFY

April 2, 1974

Mr. Meredith C. Winn
8609 Oakview Avenue
Richmond, Virginia 23228

Re: Winn v. Winn

Dear Meredith:

I am enclosing a copy of a letter that I received from Mr. Baer, your wife's attorney. It is self-explanatory.

With kindest regards, I remain

Very truly yours,

AWW

Andrew W. Wood

AWW:cls
Enclosure

cc: Tommy P. Baer, Esq.

RECEIVED

Π's Exhibit 2

The term "Employee" as used herein is limited to a person on the payroll of the Employer and regularly employed by the Employer on a full-time basis of not less than Thirty hours per week. If the Employer is an individual proprietorship or a partnership, the owner or a partner, as the case may be, may be included within the term "Employee" only while he is actively engaged in and devotes a substantial part of his time to the conduct of the business of the Employer.

The term "Dependent" as used herein with respect to the Health Insurance is limited to

(a) the Employee's wife or husband, as the case may be, and
(b) the Employee's unmarried children over Fourteen days of age but under Nineteen years of age, and
(c) the Employee's unmarried children Nineteen years of age but under Twenty-five years of age, who are registered students in regular full-time attendance at school, are principally dependent upon the Employee for maintenance and support, are not regularly employed by one or more employers on a full-time basis of Thirty or more hours per week exclusive of scheduled vacation periods,

residing in the United States of America (including Puerto Rico) or Canada; provided, however, that if Major Medical Expense Benefits are provided hereunder, the term as used with respect to such Benefits will also include children Fourteen days of age and under.

Since the divorce is final she is no longer his wife.

The term "Employee Insurance" as used herein means the insurance provided hereunder with respect to the Employee only.

The term "Dependents Insurance" as used herein means the insurance provided hereunder with respect to the Employee's Dependents only.

The term "total disability" as used herein with respect to Health Insurance means

(a) the complete inability of an Employee to perform any and every duty pertaining to his occupation or employment, or
(b) the complete inability of a Dependent to perform the normal activities of a person of like age and sex.

The term "hospital" as used herein means an institution which is engaged primarily in providing medical care and treatment of sick and injured persons on an in-patient basis at the patient's expense and which fully meets all the tests set forth in (a) or (b) or (c) below:

(a) It is a hospital accredited by the Joint Commission on Accreditation of Hospitals.
(b) It is a hospital, a psychiatric hospital or a tuberculosis hospital, as those terms are defined in Medicare, which is qualified to participate and eligible to receive payments under and in accordance with the provisions of Medicare.
(c) It is an institution which fully meets all of the following tests:
  (1) It maintains on the premises diagnostic and therapeutic facilities for surgical and medical diagnosis and treatment of sick and injured persons by or under the supervision of a staff of duly qualified physicians; and
  (2) It continuously provides on the premises Twenty-four hour a day nursing service by or under the supervision of registered graduate nurses; and
  (3) It is operated continuously with organized facilities for operative surgery on the premises.

The term "Medicare" as used herein means the Health Insurance For The Aged program under Title XVIII of the Social Security Act as such Act was amended by the Social Security Amendments of 1965 (Public Law 89-97), as such program is currently constituted and as it may be later amended.

The term "Room and Board" as used herein means room, board, general duty nursing, intensive care in an intensive care unit by whatever name called, and any other services regularly rendered by the hospital as a condition of occupancy of the class of accommodations occupied, but not including the professional services of physicians or special nursing services rendered outside of an intensive care unit.

The term "Other Hospital Services and Supplies" as used herein means services and supplies rendered by the hospital to the Employee or Dependent, as the case may be, and required for treatment of such person, but not including Room and Board nor the professional services of any physician nor any private duty, special or intensive nursing services by whatever name called, regardless of whether such services are rendered under the direction of the hospital or otherwise.

The term "sickness" as used herein shall be deemed to include a surgical procedure performed for the purpose of sterilization and necessary medical care and treatment and confinement within a period of Thirty consecutive days from and in connection with such procedure.

The term "Calendar Year" as used herein means a period of One year commencing with a January 1.

Π's Exhibit 3
L & H

Plaintiff's Exhibit (h)

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THE TRAVELERS

Claim Department
Paul H. Ervin, Manager

January 21, 1975

Mr. C. B. Neblett, Jr.
Baer, Neblett and Pearlman
1004 N Thompson Street
Richmond, Virginia 23230

Re: 146 HS 11802
Winn Hauling, Inc.
Meredith C. Winn
Helen - wife

Dear Mr. Neblett:

Per our conversation earlier today, I am attaching a copy of our contract wording to show that Mrs. Helen Winn is no longer an eligible dependent under the group policy with Winn Hauling, Inc.

Consequently, we regret to advise you that no benefits are payable in connection with Mrs. Winn's hospital confinement of October 28, 1974.

Very truly yours,

Joyce Jefferson

(Mrs.) Joyce Jefferson
Claim Representative

JJ:jg

CC - Meredith C. Winn
1318 Meadow Drive
Mechanicsville, Virginia

CC - Winn Hauling, Inc.
8609 Oakview Drive
Richmond, Virginia 23228

Π's Exhibit 4

Plaintiff's Exhibit (e)

NEUROLOGICAL ASSOCIATES, INC.
LEE MEDICAL BUILDING
1805 MONUMENT AVE.
RICHMOND, VA. 23220
359-2443

LAURIE E. RENNIE, MD.
AUSTIN B. HARRELSON, M.D.

FRANCIS E. MC GEE
NELSON G. RICHARD

Mrs. Holon E. Winn
Lot 141, Tpollingwood Estates
Chester, Va. 23831

Make Checks Payable To Neurological Associates, Inc. · PLEASE PAY AMOUNT IN THIS

RECEIPT NUMBER	DATE	DESCRIPTION - CODE	CHARGE	PAYMENT	BALANCE
63337	10-31-74	90620	50 00		
63338	11/4-8/74	90240	50 00		100 00

NEW/OLD PATIENT	BRIEF	LIMITED	INTERMEDIATE	EXTENDED	COMP
OFFICE	90000/90030 90505/90540	90010/90050 90510/90550	90015/90060 90515/90560	90070 90570	90 90
E.R.			90215		
HOSP.-INITIAL	90200		90260	90270	
HOSPITAL-FOLLOW-UP	90240	90250	90315		
E.C.F.-N.H. INITIAL	90300		90360	90370	
E.C.F.-N.H. FOLLOW-UP	90340	90350	90610	90620	
CONSULTATION		90600			

ANGIP - ONE SIDE – 36100	ELECTROENCEPHALOGRAM – 95820	N.C.V. – MOTOR OR SEN.
ANGIO - BILAT. – 36101	EEG - MONITOR – 95824	N.V.C. – MOTOR/SEN.
ANGIO - RETROGRADE – 72266	EEG - SLEEP – 95822	N.V.C. – ADDITIONAL
MYELOGRAM - LUMBAR – 72266	E.M.G. - ONE EXTREM – 95860	L.P. WITH PRESSURE
MYELOGRAM - COMPLETE – 72271	E.M.G. - TWO EXTREM – 95861	E.C.H.O. – 96500
PNEUMOENCEPHALOGRAM – 70003	E.M.G. - FOUR EXTREM – 95862	UNLISTED - CALL OFFIC

This Exhibit 5

Plaintiffs Exhibit # (f).

STATEMENT

ASSOCIATED PHYSICIANS

Phone 804-770-4941
Medical College of Virginia · Box 232 · Richmond, Virginia 23298

FOLD AND RETURN THIS COPY WITH YOUR PAYMENT
PLEASE USE THE ENCLOSED ENVELOPE

11 7 74	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
11 7 74	[illegible]	VIS FIELDS PLCT CLST-PERIPH IF				

PATIENT NAME	BALANCE FORWARD	CURRENT	30-60 DAYS	60-90 DAYS	[illegible]	[illegible]	TOTAL DUE
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	70.00

LOT 141
[illegible] ESTATES
CHESTER VA [illegible]

YOU ARE RESPONSIBLE FOR FULL PAYMENT REGARDLESS OF INSURANCE COVERAGE
THESE CHARGES ARE NOT INCLUDED ON ANY HOSPITAL BILL
PAYMENT ARRANGEMENTS CALL 804/770-4943 • IF YOU HAVE ANY QUESTIONS CALL 804/770-4941

ACCOUNT NO.	DOCTOR NO.	STATEMENT DATE
[illegible]	[illegible]	01/30/75

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App. 65

THE RETREAT HOSPITAL

2621 GROVE AVENUE, RICHMOND, VIRGINIA 23220

PATIENT'S NAME: Winn, Helen Elizabeth
STREET: Lot 141 Trollingwood Estates
CITY/STATE: Chester, Va. 23831
GUARANTOR: Self
STREET:
CITY/STATE:
SPOUSE:

ADM. NO.: [illegible] 1-170-73
SEX: Female
BIRTH DATE: 11-1-39
PHONE: [illegible]
DOCTOR: Dr. N. Farley
EMPLOYER: Travelers gp thr Meredith C. Winn x- h
CONTRACT: Jhr Winn's Hauling Inc. 8609 Oakview A
REL. TO SUB.: x- wife

ADMITTED: 10-10-73
DISCHARGED:

ACCOMMODATION INFORMATION

ROOM	DATE	RAT
[illegible]		
•		
•		

ROOM & BOARD	PHARMACY	MEDICAL SURGICAL SUPPLIES	LABORATORY CODE	LABORATORY AMOUNT	X-RAY CODE	X-RAY AMOUNT	PHYSICAL THERAPY	INHALATION THERAPY	OTHER CODE	OTHER AMOUNT	CREDITS CODE	CREDITS AMOUNT		DATE	BALANCE
50.00	.00	4.00	16	3.20										[illegible]	[illegible]
50.00	.20	6.15	16	47.70					4	15.00				[illegible]	17.7
50.00	.60		16	3.30	7.102	15.00									
					7.060	27.00									
					7.204	27.00									
					7.021	32.00			26	90.00		873		[illegible]	423
50.00	.60													[illegible]	473.
50.00															
50.00															
50.00	2.40	10.00	16	14.40					24	47.50				[illegible]	699.
50.00															
50.00	1.40		16	2.10										[illegible]	801.
50.00	.40		16	12.00										[illegible]	864.
50.00	[illegible]	.25												[illegible]	915.
	1.20		16	5.30					29	100.00				[illegible]	1,021.
	.00		17	7.20										[illegible]	1,029.
													TOTAL CHARGES $		

Code:
1. Recovery Room
2. Operating Room
4. E.K.G.
7. Telephone
8. Blood
9. ICU/CCU
11. Pulmonary Function
12. Pathology
16./17. Clinical Lab.
22. Anesthesia
24. E.E.G.
25. Surgical Assistant
26. Nuclear Medicine
29. Cardiac Function Lab.
23. Self-Pay
24. Commercial Ins.
31. Blue Cross
32. Medicare

AGREEMENT:

I HEREBY AGREE TO PAY FOR ALL HOSPITAL SERVICES TO BE RENDERED TO THE ABOVE NAMED PATIENT. AGREEMENT TO BE FINALED AT TIME OF DISCHARGE.

SIGNATURE
ADDRESS
EMPLOYER

BENEFITS ASSIGNED

AUTHORIZATION TO RELEASE INFORMATION AND ASSIGNMENT OF INSURANCE BENEFITS

I hereby Authorize the above named Hospital to release the information requested to the Insurance Company(ies) named hereon. Travelers [illegible]

Company _____ Policy No. _____

Company _____ Policy No. _____

AGREEMENT:

I hereby Authorize Payment directly to the above named Hospital expense benefits otherwise payable to me, but not exceed the Hospital's regular charges for this period of hospitalization. I understand that I am financially responsible to the Hospital for charges not covered by my hospitalization plan at the time of discharge.

SIGNED: _____ PATIENT

SIGNED: _____ POLICYHOLDER

WITNESS: _____ DATE _____

Plaintiff's Exhibit (d)

OFFICE HOURS BY APPOINTMENT ONLY

STATEMENT

MEDICAL SPECIALISTS, INC.
E.D. FARLEY, JR., M.D.
A.W. BLOUNT, JR., M.D.
E.J. KLEINHOLZ, JR., M.D.
2621 GROVE AVENUE
RICHMOND, VIRGINIA 23220

BUS. OFF. - 353-8159
HOSPITAL 359-9351
ANS. SERVICE 648-8353

CONSULTATIVE PRACTICE OF
INTERNAL MEDICINE
RHEUMATOLOGY
CARDIOLOGY
AND
PULMONARY DISEASES

Mrs. Helen Winn
12149 Jeff Davis Hwy., Lot 141
Chester, Va. 23831

PAY LAST AMOUNT IN THIS COLUMN

PLEASE TELEPHONE 24 HOURS IN ADVANCE IF UNABLE TO KEEP YOUR APPOINTMENT.

		DATE	PATIENT	SERVICE CODE	FEES CHARGED	PAID ON ACCOUNT	BALANCE DUE
	F	BALANCE BROUGHT FORWARD					
F.	1	10/22	self	G	10 00		10 00
	2	11/26				10 00	00
	3	3/00	self	G	11 00		11 00
	4	4/17	self			11 00	00
	5	10/28/74	self	A	60 00		60 00
	6	10/29		B2	20 00		80 00
	7	10/[illegible]		B	48 00		128 00
	8	11/1			35 00		163 00
	9	YOUR INSURANCE HAS BEEN BILLED					163 00
	10						
	11						
	12						
	13						
	14						

MEDICAL SPECIALISTS, INC.

EXPLANATION OF CHARGES:

A - COMPLETE EXAM.
B - HOSPITAL DAILY CARE
C - INTENSIVE CARE
D - PROLONGED CARE
E - CONSULTATION FULL
F - CONSULTATION PARTIAL
G - OFFICE VISITS
H - PERIODIC EVALUATION
I - INTERVAL EXAM.
J - NIGHT VISIT
K - EMERGENCY ROOM CALL
L - TELEPHONE RX
M - LONG DISTANCE CALLS
N - FORM COMPLETION
O - MEDICATIONS
P - LAB
Q - NO CHARGE
1 - FIBEROPTIC BRONCHOSCOPY
2 - ARTHROCENTESIS
3 - BONE MARROW
4 - LIVER BIOPSY
5 - PLEURAL BIOPSY
6 - THORACENTESIS
7 - CARDIOVERSION
8 - PACEMAKER INSERTION
9 - SIGMOIDOSCOPY
10 - LUMBAR PUNCTURE
11 - CHEMOTHERAPY
12 - OTHER

E. D. FARLEY, JR., M.D. - A. W. BLOUNT, JR., M.D. - E. J. LEINHOLZ, JR., M.D.

EMPLOYEE'S NAME (Last and First)	PATIENT'S NAME IF DEPENDENT OF EMPLOYEE	EMPLOYER'S PHONE NO.
WINN, Meredith C	Helen W. Winn	266-2497
EMPLOYER'S NAME: WINN'S HAULING INC.	EMPLOYER'S ADDRESS: 8309 Oakview Ave., Richmond, Va. 23228	

X ACTIVE ☐ RETIRED

GA. 830289	DATE EMPLOYEE BECAME INSURED: Oct. 14, 1969	IF INSURANCE TERMINATED EFFECTIVE DATE	DATE LAST WORKED	DATE OF RETURN (If back to work)

NAME AND TITLE OF AUTHORIZED PERSON: (President) — DATE: Oct. 25, 1974

PART 2 Con't. — TO BE COMPLETED BY EMPLOYEE

TO PHYSICIAN: I assign and transfer to you all of the outstanding claim of medical benefits for his services as described below and authorize you to charge for these services.

SIGNATURE INSURED PERSON: Helen W. Winn DATE 10-28-74

AUTHORIZATION: I hereby authorize the release of any information acquired in the course

SIGNATURE PATIENT, OR PARENT IF MINOR: Helen W. Winn DATE 10-28-74

PART 3 — TO BE COMPLETED BY ATTENDING PHYSICIAN — Please Print or Type

PRESENT AND CONCURRENT CONDITIONS (Give Dates If Dx ★ Used, Give Name): Cervical headaches

IS CONDITION DUE TO INJURY OR SICKNESS ARISING OUT OF PATIENT'S EMPLOYMENT? YES ☐ NO X

PREGNANCY? YES ☐ NO X — If yes, Approximate Date Pregnancy Commenced. Date

REPORT OF SERVICES (or Attach Itemized Bill) (If Previous Form Submitted to this Carrier, You Need Show Only Dates and Services Since Last Report)

Date of Services	Place of Services †	Description of Surgical or Medical Services Rendered	Procedure Code – If used (If code other than CPT** used, give Name)	Charges
[illegible]	IH	Complete exam		60.00
[illegible]	"	2nd day hosp.		20.00
10/30-11/3/74	"	Daily hosp. care		45.00
[illegible]	"	Spinal tap		35.00

†O–Doctor's Office IH–Inpatient Hospital NH–Nursing Home
H–Patient's Home OH–Outpatient Hospital OL–Other Locations
★ICDA–International Classification of Diseases
★★CPT–Current Procedural Terminology (current edition)

TOTAL CHARGES ▶ $ 163.00
AMOUNT PAID ▶ $
BALANCE DUE ▶ $ 163.00

PATIENT EVER HAD SAME OR SIMILAR CONDITION? YES ☐ NO X If "Yes" When and Describe:

PATIENT STILL UNDER YOUR CARE FOR THIS CONDITION? YES X NO ☐

PATIENT WAS CONTINUOUSLY TOTALLY DISABLED From [illegible] Thru indeterminate

IF STILL DISABLED, DATE PATIENT SHOULD BE ABLE TO From Thru

DOES PATIENT HAVE OTHER HEALTH COVERAGE? YES ☐ NO X If "Yes" Please Identify

DATE [illegible] PHYSICIAN'S NAME (PRINT) Sandy G. MD DEGREE

INDIVIDUAL PRACTITIONERS-SS #
ALL OTHERS - EMPLOYER I.D. # 54 0927590

PHYSICIAN'S SIGNATURE

TELEPHONE

MEDICAL SPECIALISTS, INC.
2621 GROVE AVE.
RICHMOND, VA. 23220 359-9405

ST. ADDRESS — CITY OR TOWN — STATE — ZIP CODE

MUST BE FURNISHED UNDER AUTHORITY OF LAW

GI-47707A REV. 11-72 PRINTED IN U.S.A.

Approved by the Council on Medical Service, A.M.A. 2/70

DOCTOR, PLEASE MAIL TO THE TRAVELERS AT THE ABOVE ADDRESS

RECORD OF PAYMENT FOR EMPLOYEE

This is a claim under of a payment made in connection with your Group coverage. It is for your information only.

8N 09149067

DATE	POLICYHOLDER	POLICY NUMBER	SUFFIX	ACCOUNT	STATE
5-15-74	WINNS HAULING	GA 820383	W	0	VS

CLAIM NUMBER	DEPENDENT	AMOUNT
146 NS 99503	HELEN B	$27.00*

THE RETREAT HOSPITAL
GROVE AVE
RICHMOND, VA

Non-Negotiable
THE TRAVELERS
Claim Department

TYPIST
MJS

DATE OF LOSS	STATUS CODE	CAUSE CODE	TAX IDENTIFICATION NUMBER OR P/N	POLICYHOLDER CODE
3-20-74	13	7	N	54793

PMT. CODE	F/A	DAYS PAID	AMOUNT	FROM	TO
60	F		27.00		
PMT. CODE	F/A	DAYS PAID	AMOUNT	FROM	TO
PMT. CODE	F/A	DAYS PAID	AMOUNT	FROM	TO
PMT. CODE	F/A	DAYS PAID	AMOUNT	FROM	TO

EMPLOYEE

MEREDITH WINN
1318 MEADOW RD.
MECHANICSVILLE, VA

SEE REVERSE SIDE FOR EXPLANATION OF
1. Payment Codes
2. Status Codes
3. Cause Codes

DEFENDANT'S EXHIBIT
2
EBG

GI-50430C REV. 7-73 PRINTED IN U.S.A.