

all the medical expenses of the plaintiff and the children. Medical expenses paid by the plaintiff for the year 1976 amounted to \$1,497.00, for the year 1977 amounted to \$1,769.00 and for the year 1978 amounted to \$1,615.00, plus \$500.00 medical expenses for John, the eleven year old son. The defendant has failed and refused to pay such medical expenses, and he is, therefore, indebted to the plaintiff in the sum of \$5,381.00.

III.

Further, under the aforementioned Court Order and Agreement, the defendant was required to pay all utility bills at the family residence at 326 Continental Drive, Greenville, South Carolina. That he has failed and refused to pay utility bills for December, 1978 and January, 1979 in the amount of \$377.11, and he is indebted to the plaintiff for such sum.

IV.

That under the provisions of the aforementioned Order and Agreement, the defendant was obligated to pay for school clothes for the children. That the defendant consistently failed and refused to pay such and is indebted to the plaintiff in the sum of \$1,600.00 for such school clothes for the years 1975, 1976, 1977 and 1978.

V.

That under the terms and provisions of the aforementioned Order and Agreement, the defendant was obligated to maintain a program of medical insurance for the plaintiff and the children, and the plaintiff is informed and believes that the defendant has not maintained such a program of medical insurance but instead has cancelled coverage on the plaintiff and the children. Plaintiff is informed and believes that the cost of such medical insurance for herself and the children will cost no less than \$600.00 for the coming year, and the defendant is indebted to the plaintiff in that amount for such.

WHEREFORE, the plaintiff asks and respectfully demands:

(a) Judgment against the defendant on the First Count in the amount of \$4,200.00 plus \$750.00 attorney's fee and for the costs of this action;

(b) Judgment against the defendant on the Second Count in the amount of \$7,958.11;

LEATHERWOOD,  
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