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1ST CIRCUIT COURT
STATE OF HAWAII
FILED

1989 AUG 16 A 10:36

[Signature]
T. WONG
CLERK

IN THE FAMILY COURT OF THE FIRST CIRCUIT
STATE OF HAWAII

LYLA BONNIE HEE,

Plaintiff,

v.

CLAYTON HOWE WAH HEE,

Defendant.

) FC-D No. 88-2586

) ORDER RE: PLAINTIFF'S MOTION
) FOR RECONSIDERATION (filed May
) 19, 1989)

) Last Heard: June 19, 1989

) The Honorable Evelyn B. Lance

**ORDER RE: PLAINTIFF'S MOTION FOR
RECONSIDERATION (filed May 19, 1989)**

Plaintiff's Motion for Reconsideration filed herein on May 18, 1989 was heard by the Honorable Evelyn B. Lance on June 19, 1989. The Court has considered the evidence. There being good cause IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows.

1. Defendant's obligation to pay child support for the parties' child shall be calculated based on earned income of \$2,030.00 per month, plus net rental income of \$300.00 per month, for total income for child support purposes of \$2,330.00 per month.

2. For so long as he shall owe child support, whenever Defendant changes employment, or experiences a change in income, Defendant shall promptly so advise Plaintiff and the Child Support

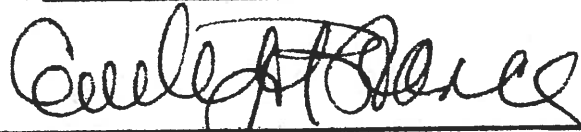
Enforcement Agency in writing, indicating the name and address of the new employer (if employment has changed) and Defendant's new current gross monthly income from all sources (if income has changed).

3. In all other respects, Plaintiff's Motion for Reconsideration shall be, and is hereby, denied.

4. All orders previously made herein, not specifically amended hereby, shall remain in full force and effect.


5. The Decision and Order embodied herein was announced in open court on June 19, 1989.

DATED: Honolulu, Hawaii, AUG 16 1989.



JUDGE OF THE ABOVE-ENTITLED COURT

APPROVED AS TO FORM:



WILLIAM C. DARRAH, ESQ.
Attorney for Plaintiff

Dated: 7-28-89
Honolulu, Hawaii




DANIEL S. UKISHIMA, ESQ.
Attorney for Defendant

Dated: _____
Honolulu, Hawaii

STATE OF HAWAII
FAMILY COURT
FIRST CIRCUIT

MOTION AND AFFIDAVIT FOR
RELIEF
AFTER ORDER OR DECREE

CASE NUMBER
FC- D NO. 88-2586

LYLA BONKIE HEE,
Plaintiff,
vs.
CLAYTON HOWE WAR HEE,
Defendant.

MOVANT OR MOVANT'S ATTORNEY (Name, Address and Phone Number)
DANIEL S. UKISHIMA, #1014
Suite 200, Melim Building
333 Queen Street
Honolulu, Hawaii 96813
Telephone: 526-4546
Attorney for Defendant

INSTRUCTIONS: FILL IN ALL APPROPRIATE SECTIONS OF THE AFFIDAVIT.

THE UNDERSIGNED AFFIANT MOVES for the relief set forth in the ORDER TO SHOW CAUSE which is attached. In support of this request the following statement is made:

- (If existing orders re child custody and/or visitation are involved)
1. The best interests of the minor child(ren) of the parties require that existing orders regarding custody and/or visitation be modified as follows:

That the summer schedule visitation should be ongoing and occur all year round inasmuch as the child does not yet attend school and Defendant's schedule is flexible.

- (If existing orders re child or spouse support are involved)
2. Change in the circumstances of the parties require that existing orders regarding support payments be modified as follows:

n/a

CLERK

R. HIGA

1988 SEP - 1 PM 2:36

STATE OF HAWAII
FAMILY COURT
FIRST CIRCUIT

IN THE FAMILY COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

LYLA BONNIE HEE,) FC-D No. 88-2586
)
Plaintiff,) AFFIDAVIT OF CLAYTON
) HOWE WAH HEE
vs.)
)
CLAYTON HOWE WAH HEE,)
)
Defendant.)
_____)

AFFIDAVIT OF CLAYTON HOWE WAH HEE

STATE OF HAWAII)
) ss.
CITY AND COUNTY OF HONOLULU)

CLAYTON HOWE WAH HEE, being first duly sworn on
oath, deposes and says:

1. By Order of the Court, Defendant was awarded the real property located at 4011-B Kaimuki Avenue, and effective April 28, 1989, and Defendant pay all indebtedness secured by the Kaimuki Avenue property after said date. Defendant has paid all of the payments incurred plus late charges since April 1989, since the payments were not being made. Plaintiff, however, has retained the rental income for May of 1989. Defendant has requested same, and Plaintiff has failed and refused to pay same to her.

2. Plaintiff has possession of the tenants deposits which are monies owed to the tenants and that

although demand has been made, Plaintiff has failed and refused to turn over the tenants deposit to Defendant.

3. Plaintiff has failed to turn over personal property, as provided in the Divorce Decree, that are located in the Kika Street residence. Plaintiff has also previously taken and converted into her own use, certain furnishings in the Molokai house, therefore causing Defendant to incur additional costs which he intends to prove at the time of hearing.

4. By Order of the Court, Plaintiff was awarded the parties' interest in the real property described as Lot 18, Kawela Houselots, Molokai, and that Plaintiff shall pay all indebtedness secured by the Molokai property or owed on account thereof, and that Plaintiff shall be entitled to all rental income from said property, subject, however, to the option to purchase by cash payment by Defendant of \$25,000 to Plaintiff on or before July 27, 1989. That Plaintiff has exercised the option to purchase by causing to be deposited in the U.S. mail by certified mail, a cashier's check for \$25,000.00 payable to Plaintiff on July 27, 1989. The receipt for the certified mail is attached hereto as Exhibit "A". That Defendant through his attorney had advised Plaintiff's attorney repeatedly prior to July 27, 1989, that Defendant was exercising the option to purchase the Molokai house. That although the due date as to when the payment was to be

made was in question (the Court had not rendered its decision if the option was to be exercised by August 1, 1989, or July 27, 1989), Defendant, to insure that he exercise the option to purchase the Molokai property, deposited said cash payment in the U.S. mail on July 27. Plaintiff now refuses to transfer title and exercise the option.

5. Plaintiff has failed and neglected to pay the indebtedness owed on the Molokai property for the months of May, June and July 1989, in the amount of \$670 plus late charges of \$26.80 per month. Defendant has therefore paid same. Demand has been made for said sum, but Plaintiff has refused to pay same.

6. The Divorce Decree provides that each party shall be responsible for the debt they have respectively incurred. Plaintiff incurred a debt to Shriner's for the rental of certain premises in the amount of \$600. Plaintiff went on her own volition to friends of Defendant made through the legislature to secure the facility. Plaintiff never checked with Defendant. Defendant was contacted that payment of \$600 had to be made while Plaintiff was on the mainland. Defendant paid the \$600 because he did not want the child to be disappointed and because he believed at the time that Plaintiff would reimburse him. The debt was incurred for a birthday party

prepared by Plaintiff and therefore Plaintiff should be responsible for said sum.

7. Plaintiff and Defendant have agreed, pursuant to a custody and visitation schedule, the drop off and pickup of the child will be by mutual agreement. Recently, however, Plaintiff has refused to comply with said agreement, thereby necessitating the Court to specifically state who shall drop off and pick up the child and where such event shall occur.

Further Affiant sayeth naught.

Clayton Howe Wah Hee
CLAYTON HOWE WAH HEE

Subscribed and sworn to before me
this 5th day of August, 1989.

Larena Bustillos
Notary Public, State of Hawaii

My commission expires: 9/17/89

P 787 358 972

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL
(See Reverse)

Sent to Lyla B BERG	
Street and No. 1307 Kika St	
P.O. Box and ZIP Code Kailua HI	
Postage	5.25
Certified Fee	8.50
Special Delivery Fee	
Registered Delivery Fee	
Return Receipt showing to whom and Date Delivered	90
Return Receipt showing to whom, Date and Address of Delivery	
TOTAL Postage and Fees	13.75
Postmark or Date	1980 USFO

PS Form 3800, June 1985

STATE OF HAWAII
FAMILY COURT
FIRST CIRCUIT

ORDER TO SHOW CAUSE
FOR RELIEF AFTER ORDER OR DECREE

CASE NUMBER
FC- D NO. 88-2586

LELA BONNIE HEE,

Plaintiff,

VS

CLAYTON HOWE WAH HEE,

Defendant.

TO: LELA BONNIE HEE, Plaintiff

YOU ARE HEREBY ORDERED to appear before the Judge presiding in this case at the date, time and place indicated below and at that time to show cause, if you have any, why certain orders should not be made as described in the items marked below, in the affidavits which is attached, or in other affidavits or pleadings as may be filed and served with this order.

DATE	MONDAY
<input checked="" type="checkbox"/> FIRST FOLLOWING 48 HOURS AFTER SERVICE (EXCLUDING WEEKENDS AND HOLIDAYS)	
<input type="checkbox"/> FIRST _____ (not a holiday) FOLLOWING 20 DAYS FROM RECEIPT OF THIS ORDER	
<input type="checkbox"/>	
TIME	8:30 A.M.
PLACE OF HEARING	FAMILY COURT FIRST CIRCUIT KAAHUMANU HALE 2ND FLOOR 777 PUNCHBOWL STREET HONOLULU, HAWAII 96813

RELIEF SOUGHT (CONTINUED ON BACK PAGE ITEMS 9 - 10).

- 1. Why existing orders with respect to the custody of and or visitation with the minor child(ren) should not be modified.
- 2. Why existing orders with respect to the support of the minor child(ren) should not be modified.
- 3. Why existing orders with respect to spouse support should not be modified.
- 4. Why you should not be held in contempt of court for failure to make payments or do other acts required under existing orders.
- 5. Why you should not be held in contempt of court for doing certain acts which you have been ordered not to do.
- 6. Why you should not be required to give security for the payment of support.
- 7. Why your personal estate should not be sequestered for the payment of support.
- 8. Why you should not have your wages assigned for the payment of support.