

Instruction: This is a model letter. Adapt to fit your facts and circumstances.

Date

Name  
Company  
Address  
City, State Zip Code

Re: v.  
Case No.

Dear :

After our last telephone conversation, I consulted with my client regarding your requested accounting of the property sold and the disposition of the proceeds therefrom. My client's side of the story and the requested information is as follows:

Upon returning home from work on Date, discovered that all of 's belongings had been moved out. HE/SHE learned from the neighbors that had what appeared to be a new camper top on his/her pickup truck and that HE/SHE had packed the truck with his/her belongings.

apparently paid the rent through , closed the savings account and left no other money for . HE/SHE also went to the post office, left a forwarding address for HIM/HER-SELF, told the post office that there was no one living at the house and instructed the post office to return 's mail to sender. After receiving no mail for several days, went to the post office and was informed of 's action and was given his/her mail, which had already been marked "not a resident".

Because had left his/her with no money and because the rent and utilities were more than could afford on her own, HE/SHE was forced to take immediate action to generate funds on which to live and to pay outstanding debts. It is important to note that all of the indebtednesses were in 's name because could not obtain credit due to bankruptcy and a lifetime of repossessions and judgments. As a result, most of the assets were also in 's name individually. A breakdown of the approximate indebtedness at the time left was as follows:

1.

- 2.
- 3.
- 4.

Total indebtedness of \$

On or about Date, sold a 1985 Chevy Pickup. The truck had numerous major problems including, but not limited to, a bad engine, broken air conditioning, bad carburetor, and all four tires were treadless. then sold a 1972 travel trailer, an electric treadmill, sofa, recliner (broken), a utility trailer for a lawn mower and various miscellaneous other items, which were sold at a garage sale. A breakdown of the items sold and amounts received are as follows:

- 1.
- 2.
- 3.
- 4.

Total proceeds - \$

has retained LIST ITEMS THAT WERE KEPT and other sundry items which were his/her prior to the NAME's YEAR marriage. also has 's recliner, which she is willing to return if HE/SHE would like to come get it or pay for shippers.

As you can see from the foregoing, the 's indebtedness far exceeded their assets. From the property that was sold, supplemented with savings from her paycheck, has been able to pay all of the indebtednesses listed above, with the exception of the Internal Revenue Service. Obviously, has not carelessly squandered or dissipated the property in dispute. Moreover, I am uncertain as to the application of any community property laws in light of the fact that never resided in and that the property was apparently sold prior to becoming a resident of .

As we discussed last week, is willing to agree to a legal separation, but does not desire a divorce. As you correctly stated, this is due to the fact that would lose his/her medical insurance in the event of a divorce. With regard to your question of what consideration your client was receiving for not going forward with a divorce, you should be aware that owes \$ which HE/SHE loaned him from his/her separate fund in order to keep his business afloat. is willing to agree that she will not attempt to collect on this indebtedness

for so long as                   refrains from seeking a divorce. If                   elects to institute divorce proceedings, then                   informs me that HE/SHE intends to proceed with efforts to collect the amount due.

Hopefully, the information which I am providing you will provide                   with some assurance regarding the disposition of the property and the payment of indebtednesses owed. Also, I believe that our agreement to forego collection efforts on the \$                   indebtedness owed to                   represents good and adequate consideration to                   in agreeing to forego divorce proceedings. Please discuss these matters with your client and let me know whether we can reach some agreement or whether I should proceed with locating local counsel to file a responsive pleading to the Petition for Separation.

I appreciate your cooperation and consideration in this matter.

Sincerely,

BY:

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