

creditor may levy against wages at one time.⁶⁶ Generally the first creditor who gets his papers to an officer is given priority until he is paid off; this seems desirable to minimize economic pressures from more than one creditor concurrently. Such provisions have been criticized from the point of view of collection agencies because one creditor with a substantial judgment can exclude all others for a long time.⁶⁷

Provisions of the kind just mentioned are usually combined with others that have the effect of doing away with the need for repeated levies by the same creditor. Thus the New York and Louisiana statutes provide for installment payments by the employer.⁶⁸ Other states make the initial execution levy a continuing one.⁶⁹ Such a procedure greatly simplifies the garnishment process and reduces its expense. It eliminates the cost of multiple garnishments by a single creditor, at least as long as the debtor retains his employment.⁷⁰ Further, it tends to assure other judgment creditors who have to wait their turn that the prior judgment is actually being paid off on a regular and reliable basis.

Some states give the courts far more flexibility in dealing with wage exemptions than does California. Thus in New York, what is there termed an "income execution" is obtainable without a court order, but is subject to judicial modification.⁷¹ The New York statute has been interpreted to permit courts to raise the exemption where garnishment of the normal amount is "unduly burdensome" to the judgment debtor.⁷² In Connecticut an execution is subject to modification as the judge "deems reasonable";⁷³ moreover, before any execution can be levied the court first orders the defendant to make reasonable payments in an amount set by the court.⁷⁴

⁶⁶ For illustrative provisions see CONN. GEN. STAT. REV. § 52-361 (Supp. 1964); D.C. CODE ANN. § 16-572 (Supp. 1965); LA. REV. STAT. tit. 13, § 3922 (1964); N.Y. CIV. PRAC. LAWS & RULES § 5231(h).

⁶⁷ *Hearings* 36. A second criticism was that provisions of this kind put "a premium on time rather than negotiation. If you had such a restriction, each creditor would be prone to act as rapidly as possible with a writ in lieu of negotiating or attempting a payment program . . ." *Id.* at 53.

⁶⁸ LA. REV. STAT. tit. 13, § 3923 (1964); N.Y. CIV. PRAC. LAWS & RULES §§ 5231(a), (2).

⁶⁹ *E.g.*, CONN. GEN. STAT. REV. § 52-361 (Supp. 1964); D.C. CODE ANN. § 16-572 (Supp. 1965); ILL. REV. STATS. § 62-77 (1963).

⁷⁰ As to who bears this cost see note 48 *supra* and text accompanying notes 45-49 *supra*.

⁷¹ N.Y. CIV. PRAC. LAWS & RULES §§ 5230, 5231(g), 5240.

⁷² *First Westchester Nat'l Bank v. Lewis*, 42 Misc. 2d 1007, 249 N.Y.S. 2d 537 (Westchester County Court 1964); Seigel, *Supplementary Practice Commentary* following N.Y. CIV. PRAC. LAWS & RULES § 5231 (McKinney's Cons. 1964 Supp.).

⁷³ CONN. GEN. STAT. REV. § 52-361 (f) (Supp. 1964).

⁷⁴ CONN. GEN. STAT. REV. § 52-361(a) (Supp. 1964). The court has great flexibility: "In fixing the amounts to be paid and the manner of payment, the court or justice of the peace may take into consideration the circumstances of the defendant, including any other actions pending or judgments outstanding against him, the amount of the defendant's income and the amount of the claim or demand. Upon proof of change of circumstances of the