

SUMMERFIELD AND HEWARD
COUNSELLORS AT LAW
LESTER D. SUMMERFIELD
HARLAN L. HEWARD

FIRST NATIONAL BANK BUILDING
15 EAST FIRST STREET
RENO, NEVADA
TELEPHONE FAIRVIEW 3-3125
CABLE ADDRESS "LEGUM"
MAILING ADDRESS P. O. BOX 1971

Letterhead of Wake & See
Attorneys at Law
Westport, Connecticut

1 August 1958

C
Leslie B. Gray, Esq.
Gray and Young
First National Bank Building
15 East First Street
Reno, Nevada

Re: [REDACTED]

Dear Mr. Gray:

O
Thank for your letter of July 29th. Mrs. [REDACTED] originally obtained a divorce decree on April 21, 1958, in Case No. 12300 in the Circuit Court of Etowah County in Gadsden, Alabama, on the grounds of "a reasonable apprehension on the part of the Plaintiff that the Defendant would commit actual violence upon the person of the Plaintiff attended with danger to her life or health."

P
The entire transaction was handled for both parties by Attorney Jas. Maxwell Fassett, 55 Liberty Street, New York, New York, and we had no contact with either party at that point. Apparently Mr. [REDACTED] accompanied his wife to Alabama and was unduly cooperative in connection with the divorce proceedings. Accordingly Judge A. B. Cunningham, who granted the decree, and who I understand is presently standing for re-election for Circuit Judge, set aside the decree on May 20th on his own motion. Enclosed is a photostatic copy of the text of his order in this respect, which erroneously states the case number is 12100.

Y
Mrs. [REDACTED] had meanwhile married Mr. [REDACTED]'s next door neighbor, named Clark [REDACTED], and taken the [REDACTED] children to live in the [REDACTED] household. Mr. [REDACTED] is also contemplating remarriage, but had not been quite as precipitous as the former, or still, Jean M. [REDACTED]. Needless to say, all parties were somewhat upset by Judge Cunningham's order.

On May 12, 1958, the principals in this triangle entered into an agreement in my office, a copy of which is enclosed. This agreement supplements the separation agreement between Mr. and Mrs. [redacted] dated April 16, 1958, and this supplemental agreement should also be made a part of the Nevada decree but not merged therein.

C Naturally Mr. [redacted] wants the present proceedings to result in a valid divorce decree. He is a valued client of mine. Please let me know if there is any further information you require.

Also enclosed is a photostatic copy of the Alabama decree.

Sincerely yours,

Edwin K. Dimes

O
EKD:jwl
Enclosures

P. S. Please air mail at least one certified copy of decree so it will reach here by Monday Aug. 11th, if possible. Will require 4 additional copies at your convenience.

P
Y
E. K. D.

#12,100

1 JEAN M. [REDACTED]

VS.

GEORGE WILLIAM [REDACTED]

2 Upon re-examination of this file and finding that the substan-
3 tiating witness for the plaintiff was the defendant which the
4 Court did not note upon reading the file and upon finding that
5 the names of the parties hereto are not in the City of Gadsden
6 Telephone Directory nor in the Polk's Gadsden and Etowah County
7 City Directory the court is not satisfied of the bona fide resi-
8 dence of the parties hereto in Etowah County, Alabama;

9 IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT,
10 EX MERO MOTU, that the decree of divorce rendered by the Court
11 on April 21, 1958, the same still remaining in the breast of
12 the Court according to law, be and the same is hereby set aside,
13 vacated and held for naught;

14 IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT THAT
15 Plaintiff furnish additional testimony to the Court substantiat-
16 ing the bona fideness of the Residence of the parties hereto
17 in Etowah County, Alaba,a for the period of time required by
18 law in such cases, within a reasonable length of time from this
19 date. Otherwise an order or decree of the Court dismissing this
20 cause will be entered ex mero motu.

21 Done this 20 day of May, 1958.

22 /s A. B. CUNNINGHAM

23 Circuit Judge,

24 In Equity Sitting
25
26
27
28
29
30

1 Divorce Decree

Gadsden Printing Co.

2 JEAN M. [REDACTED]

No. 12300

3 Plaintiff, CIRCUIT COURT OF ETOWAH COUNTY

4 vs.

STATE OF ALABAMA

5 GEORGE WILLIAM [REDACTED]

In Equity

6 Defendant.

7 FINAL DECREE

8 This cause, coming on to be heard, was submitted for final
9 decree upon the pleadings and proof as noted. Upon considera-
10 tion thereof, it is considered, ordered, adjudged and decreed
11 by the court as follows:

12 FIRST: That the bonds of matrimony heretofore existing between
13 the Plaintiff and Defendant be and the same are hereby dissolved,
14 and the said Jean M. [REDACTED] is forever divorced from the said
15 George William [REDACTED] for and on account of a reasonable appre-
16 hension on the part of the Plaintiff that the Defendant would
17 commit actual violence upon the person of the plaintiff attended
18 with danger to her life or health.

19 SECOND: That neither the Plaintiff nor the Defendant shall
20 again marry, except to each other until sixty (60) days after
21 the date of this decree. If an appeal from this decree is taken
22 within sixty (60) days neither the Plaintiff nor Defendant shall
23 again marry, except to each other, during the pendency of said
24 appeal.

25 THIRD: That the cost of Court accrued herein are hereby taxed
26 against the Plaintiff, for the collection of which execution may
27 issue.

28 FOURTH: (Nothing set forth under this)

29 This the 21 day of April 1958.

30 A. B. CUNNINGHAM
As Circuit Judge, in Equity Sitting

1 AGREEMENT, dated this 12th day of May, A. D. 1958, by and
2 between G. WILLIAM [REDACTED], CLARK C. [REDACTED] and JEAN [REDACTED]
3 [REDACTED], all of Westport, Connecticut.

4 1. Mr. [REDACTED] agrees to leave Mr. and Mrs. [REDACTED] alone
5 and not to visit or molest them except for the brief visits
6 when Mr. [REDACTED] picks up and returns his three children or
7 any of them. Visits are to be kept to five minutes, if possible.

8 2. Mr. [REDACTED] agrees not to abuse or physically discipline
9 Mr. [REDACTED]'s children or any of them.

10 3. Mr. and Mrs. [REDACTED] represent that they are out of Mr.
11 [REDACTED]'s residence at 43 Burr Farms Road, and will not here-
12 after return.

13 4. Mr. [REDACTED] agrees to notify Mr. or Mrs. [REDACTED] by noon
14 of the preceeding Monday of his intention to have his children
15 with him for the following week-end, and agrees to give confirm
16 tion of such intention by post card mailed the same day. If
17 such notice is not given, Mr. and Mrs. [REDACTED] can assume that
18 Mr. [REDACTED] does not intend to visit with the children on the
19 following week-end. Mr. and Mrs. [REDACTED] agree to arrange to
20 have someone available to answer the phone in their home be-
21 tween 10:00 and 12:00 A. M. on Mondays.

22 5. It is understood and agreed that, in so far as it is
23 applicable, this agreement amends Separation Agreement between
24 G. William [REDACTED] and Jean [REDACTED], dated April 16th,
25 1958.

26 G. W. [REDACTED]
27 G. William [REDACTED]
28 Clark C. [REDACTED]
28 Clark C. [REDACTED]
29 Jean [REDACTED]
30 Jean [REDACTED]