1931-010 Chancery Causes: See Alma Drewry Vs James E. Drewry 286

Dsh / Wright County Petition of James E. Drewry

other SURNAMES: GREENE, HARLOW, HARRIS

COMMISSIONER IN CHANCERY

COMMISSIONER OF ACCOUNTS
NOTARY IN OFFICE

E. H. WILLIAMS
Attorney-at-Law
SMITHFIELD, VIRGINIA

April 27, 1931.

Mr. R. A. Edwards,
Isle of Wight, Va.

Dear Gus: Re: Lee Alma Drewry vs. James E. Drewry.

I beg to herewith enclose petition and application; affidavit for order of publication; and several blank orders of publication in the above suit.

Please get this order of publication to the Smithfield Times in time for this week's issue.

In section 5,115 of the Code, you will find authority for these proceedings and for the order of publication. This section provides that notice must be given as though it were an original suit. I am .

Very truly yours,

E. H. Williams,
By H.

EHW-W

(ENCLS)

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT:

July Term, 1931.

Lee Alma Drewry.....Plaintiff

Vs. IN CHANCERY

James E. Drewry.....Defendant.

This day this cause came on to be heard on the original papers ~~therein~~, the petition of the defendant, the depositions of witnesses taken on behalf of the petitioner, the said Lee Alma Drewry having been given notice of the filing of the said petition by order of publication, duly posted and published according to law, and having failed to appear, plea, answer or demur, and was argued by counsel.

And it appearing to the Court that five years have elapsed since the entering of a decree for a divorce from bed and board in this cause, the said decree having been entered on April the 8th, 1919; that the said Lee Alma Drewry has been given such notice of the application for this decree as is required by statute upon the filing of an original suit for a divorce, and it further appearing to the Court from satisfactory evidence, that no reconciliation has taken place, or is probable, and that a separation has continued without interruption since the granting of the said divorce from bed and board on April the 8th, 1919, and the Court being of the opinion from the evidence so taken that no reconciliation has taken place or is probable, the Court, therefore, doth adjudge, order and decree that the decree for a divorce from bed and board, entered on April the 8th, 1919, shall be, and is hereby merged into a decree for a divorce from the bonds of matrimony.

And it further appearing to the Court from the petition filed herein and the depositions of James E. Drewry that the said Lee Alma Drewry, in the year 1920, in the City of Phil-

adelphia, Pennsylvania, was married to one Ulysses Harlow, and that in November, 1924, the said Lee Alma Drewry and her husband, Ulysses Harlow were living in San Diego, California, and that the said Lee Alma Drewry at that time informed the petitioner that she had, at some prior date, obtained an absolute divorce from the said petitioner, the Court doth adjudge, order and decree that the order contained in the decree of April the 8th, 1919, directing the said James E. Drewry to pay to the said Lee Alma Drewry, on the first day of each month, during their joint lives, the sum of Twenty-five ($25.00) Dollars as alimony, be, and the same is,hereby revoked.

And nothing further remaining to be done in this cause, it is ordered stricken from the docket.

Lee Alma Drewry

Plaintiff.

VS) IN CHANCERY

James E. Drewry

Defendant.

DECREE.

1931
July 6.
Entered
9-4 Vol W.

E. H. WILLIAMS
ATTORNEY AT LAW
SMITHFIELD, VIRGINIA

VIRGINIA. IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT:

APRIL 8th, 1919.

Lee Alma Drewry

vs)286

James E. Drewry.

This day this cause came on to be heard on the bill of complaint, and the depositions of the witnesses for the complainant, and the exhibits filed therewith as part of the same, and the said defendant having been personally served with process and notice to take depositions, and having failed to appear, plead, answer or demur, and was argued by counsel.

On consideration whereof, the Court being of the opinion that the parties hereto were lawfully married on the 30th day of June, 1910, and that on or about the first day of May, 1917, the said defendant, James Edward Drewry did desert and abandon, without just cause, the said complainant; and that the said complainant is entitled to a divorce from bed and board from the said defendant, doth so adjudge, order and decree; and doth further adjudge, order and decree that the said Alma Lee Drewry be, and she is hereby divorced a mensa et thoro from the said defendant, James Edward Drewry.

And it further adjudged, ordered and decreed that the said James Edward Drewry, defendant herein, shall retain the care and custody of theinfant child, James Edward Drewry, who shall remain with the said defendant, but the said Lee Alma Drewry, the said complainant, shall have the right and privilege at any and all reasonable and proper time to see and visit her said child, James Edward Drewry, now about six years of age, until further order of the Court. And the defendant is further ordered to pay the costs of this suit and to pay to the

complainant on the first day of each month, during their joint lives, the sum of twenty five dollars as alimony.

A copy Teste-

R. A. Edwards
Clerk of Court.

Chancery Order Book 7 page 498

PUBLISHED THURSDAYS

ESTABLISHED 1920

THE SMITHFIELD TIMES, INC.

JESSE J. SCOTT, Managing Editor

Only Newspaper Published in Isle of Wight County

SMITHFIELD, VIRGINIA

May 29, 1931

TO WHOM IT MAY CONCERN:

This is to certify that the attached legal notice was published four consecutive issues in the Smithfield Times beginning with the issue of April 30th, 1931

THE SMITHFIELD TIMES, Inc.,

By Jesse J. Scott

VIRGINIA:

IN THE CLERK'S OFFICE OF THE COUNTY OF ISLE OF WIGHT

April 28, 1931

Lee Alma Drewry.....Plaintiff

vs. No. 286 IN CHANCERY

James E. Drewry.....Defendant

The object of the petition and application filed in the above suit by the said defendant is to merge the decree for a divorce from bed and board heretofore entered in this suit into a decree for a divorce from the bonds of matrimony for each of the above named parties, and to have revoked the order heretofore entered in the said suit, compelling the said defendant to pay to the said plaintiff alimony during their joint lives.

And, it appearing by affidavit filed according to law, that Lee Alma Drewry, whose last known post office address was 3167 Madison Avenue, San Diego, California is not a resident of this state, it is therefore ordered that the said Lee Alma Drewry do appear, within ten days after due publication of this order in the Clerk's Office of said Circuit Court, to do what is necessary to protect her interests.

And it is further ordered that this order be published once a week for four-consecutive weeks in the Smithfield Times, a newspaper printed and circulated in the County of Isle of Wight.

And it is further ordered that a copy of this order be posted at the front door of the Courthouse of Isle of Wight County, on or before the next succeeding rule day; and that another copy be mailed to the said Lee Alma Drewry to the post office address given in the affidavit.

Teste: **R. A. EDWARDS, Clerk**

E. H WILLIAWS, p.q,

A copy, teste: **R. A. EDWARDS, Clerk**

4-30 4t

Lu A. Dunn.

vs

J. E. Dunn.

Printers certificate of O.P.

Fried

6-1-31

R. A. Edwards
clk

VIRGINIA:

IN THE CLERK'S OFFICE OF THE COUNTY OF ISLE OF WIGHT.

Apr. 28th, 1931.

Lee Alma Drewry.....Plaintiff.

vs. IN CHANCERY.

James E. Drewry.....Defendant.

The object of the petition and application filed in the above suit by the said defendant is to merge the decree for a divorce from bed and board heretofore entered in this suit into a decree for a divorce from the bonds of matrimony for each of the above named parties, and to have revoked the order heretofore entered in the said suit, compelling the said defendant to pay to the said plaintiff alimony during their joint lives.

And, it appearing by affidavit filed according to law, that Lee Alma Drewry, whose last known post office address was 3167 Madison St., San Diego, California, is not a resident of this state, it is therefore ordered that the said Lee Alma Drewry do appear, within ten days after due publication of this order in the Clerk's Office of our said Circuit Court, to do what is necessary to protect her interests.

And it is further ordered that this order be published once a week for four successive weeks in the Smithfield Times, a newspaper printed and circulated in the County of Isle of Wight.

And it is further ordered that a copy of this order be posted at the front door of the Courthouse of Isle of Wight County, on or before the next succeeding rule day; and, that another copy of this order be mailed to the said Lee Alma Drewry to the post office address given in the affidavit.

Teste: R. G. Edwards, Clerk

E. N. Williams, D. q.

A copy, teste: R. G. Edwards, Clerk

Lee Alma Drewry

vs. 286

James E. Drewry

Order of Publication

Filed: 4-28-31

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT.

Lee Alma Drewry.....Plaintiff.

vs. IN CHANCERY.

James E. Drewry.....Defendant.

This day, James E. Drewry, personally appeared before me, E. H. Williams, a Commissioner in Chancery for the Circuit Court of Isle of Wight County, and being duly sworn, made oath that Lee Alma Drewry is not a resident of the State of Virginia, and that her last known post office address was 3167 Madison Ave., San Diego, California.

Given under my hand this 25th day of April, 1931.

E. H. Williams

Commissioner in Chancery.

Nea Alma Drewry

Rs: 281

James E. Drewry

Affidavit

Filed: 4-28-31

Lee Alma Drewry.....Plaintiff.

VS. IN CHANCERY

James E. Drewry.....Defendant.

The depositions of James E. Drewry et al, taken before me, George F. Whitley, a Commissioner in Chancery for the Circuit Court of the County of Isle of Wight, in the State of Virginia, pursuant to an order of publication, duly published in the Smithfield Times and heretofore certified to the Clerk of the Circuit Court of the said County, in the office of E. H. Williams, in the Town of Smithfield, Virginia, on the 9th day of June, 1931; to be read as evidence on behalf of the said James E. Drewry, in a certain suit in equity, pending in the Circuit Court in the County of Isle of Wight, Virginia, wherein Lee Alma Drewry is plaintiff and the said James E. Drewry is defendant.

PRESENT: E. H. WILLIAMS,
Attorney for the said James E. Drewry.

James E. Drewry, being duly sworn, deposes as follows:

Q. What is your name, age, residence, and occupation?

A. My name is James E. Drewry, age, 55, residence, Smithfield, Virginia, and occupation, blacksmith.

Q. Are you the same defendant mentioned in the divorce decree of April the 8th, 1919, wherein Lee Alma Drewry was granted a temporary divorce from the defendant, James E. Drewry?

A. Yes, sir.

Q. Under that decree, you were given the possession, care, and custody of the infant child, James Edward Drewry, who, at that time, was 6 year of age. Will you please tell the Court, in your own language, how long that boy stayed with you and where he went when he left and the difficulty, if any, that you had in recovering him?

A. The first place he went to was Philadelphia. From Philadelphia he went to San Diego, California. About 4 years from that time, I located where he was at by getting a telegram from Lee Alma Drewry's mother. Of course, you know you helped me locate him in another way.

Q. In what way did I help you locate him?

A. By writing, I suppose. I don't know how else.

Q. Did you ever hire any detective in this case?

A. Yes, sir.

Q. Where was he located?

A. He was located on Bond Street in San Diego, California.

Q. What assistance, if any, did he give you in finding the boy?

A. He went with me to the school after the boy.

Q. How long did the boy stay with you the first time before he went to California?

A. About 3 years after the divorce decree was granted.

Q. How did the boy happen to leave you?

A. She kidnapped him and carried him away.

Q. And you finally located him in San Diego, California. Tell what conversation, if any, you had with Lee Alma Drewry and her present husband.

A. I didn't have any with her husband except just speaking to him. The detective took me to where she lived. She came out and he said to her, " Here is Mr. Drewry come after the boy." (We had the boy in the car then.) "Have you any objections?" She said, "I haven't any at all. It's his boy and I haven't anything to say about it." Then the detective asked her " Have you any clothes that you want him to take with him?" And she said yes. We went in the house and when we came out the detective said,"we'll take the boy to my office and come back after the clothes." We did that and went back to the house and got his clothes and then we talked some. The detective heard everything we said. He said,"You had better go, you haven't much time to catch the train." She and her husband came down to the depot before I left and she introduced him to me.

Q. What did she say about being married, how, when and where?

A. She said they were married in Philadelphia by Rev. Greene, in a Baptist Church.

Q. Do you remember in what year?

A. No, sir, I don't, but I think it was in 1920 or 1921.

Q. Have you all lived together since the divorce decree of April the 8th, 1919 or has there been any effort to get her to come back and live with you?

A. There has been none by me.

Q. Has she made any effort to get you to come back and live with her?

A. No, sir. Not since she left for good.

Q. This decree of April the 8th, 1919, decreed that during the joint lives of yourself and Lee Alma Drewry that you were to pay the sum of $25.00 per month as alimony. Have you ever paid any of that and if not, why?

A. I never have. There was an agreement, by the lawyers, that I wasn't to pay any.

Q. The record shows that it has been more than 5 years since the time she charged you with desertion and also since the time

of the entering of a decree for a divorce from bed and board?

A. Yes, sir.

Q. Where have you lived ever since the divorce decree of April the 8th, 1919?

A. In Smithfield, Virginia, Isle of Wight County.

Q. Is your boy now living with you and if not, where is he now living and when did he leave you?

A. He is with his mother in San Diego, California, and he left me last September.

And further this deponent saith not.

James O Q Denny

Mr. J. H. Harris, being duly sworn, deposes as follows:

Q. What is your name, age, residence and occupation?

A. My name is J. H. Harris, age, 50, residence, Isle of Wight County, and occupation, farmer.

Q. Do you know Mr. James E. Drewry and his wife?

A. Yes sir. I know him about as long as I have known anybody. He is my uncle. I ought to know him.

Q. Do you remember when he and his wife separated?

A. I couldn't say right to the day but I think it has been ten or twelve years ago.

Q. Where is his wife now?

A. I don't really know where she is. I just know what they say.

Q. Have you seen her in Isle of Wight County since she left ten or twelve years ago?

A. No sir.

Q. Where has Mr. Drewry been living?

A. Right here in Smithfield. I don't think he has lived anywhere else.

And further this deponent saith not.

his
J. H. X Harris
mark

witness to mark:
Geo. T. Whitley.

Virginia,
County of Isle of Wight, to-wit:

I, Geo. T. Whitley, a Commissioner in Chancery for the Circuit Court for the County of Isle of Wight, in the State of Virginia, do hereby certify that the foregoing depositions of Jas. E. Drewry and J. H. Harris were duly taken, sworn to and subscribed before me at the time and place and for the purpose in the Caption named. Given under my hand this 6th day of July, 1931.

Geo. T. Whitley
Commissioner in Chancery.

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT:

Lee Alma Drewry.....Plaintiff.

VS. IN CHANCERY

James E. Drewry.....Defendant.

TO THE HON. B. D. WHITE, JUDGE OF THE SAID COURT:

Your petitioner, James E. Drewry, respectfully represents that on April the 8th, 1919, this Court in the above named cause, by its decree recorded in Chancery Order Book number 7, page 498, did adjudge, order, and decree that the said Lee Alma Drewry be, and she was thereby divorced a mensa et thoro from your said petitioner and by the said decree it was further adjudged, ordered, and decreed that your said petitioner should have the care and custody of the infant child, James Edward Drewry, the said infant being then six years of age, until the further order of the court, and by the said decree it was further ordered that your said petitioner should pay the cost of the said suit and should also pay on the first day of each month during the joint lives of the said Lee Alma Drewry and your petitioner the sum of $25.00 each month as alimony;

Your petitioner states that in accordance with an agreement entered into by counsel representing both of the parties to the above named suit, the said agreement being by and with the consent of the said named parties, no alimony has ever been paid under the said decree and the said Lee Alma Drewry executed an agreement releasing the said James E. Drewry from any obligation to pay any alimony as decreed in the aforesaid decree;

That in about five years after the entrance of the aforesaid decree the said infant, James Edward Drewry, was secretly taken away from the care and custody of your said petitioner and it took your said petitioner four and one-half years, with the aid of detectives, to finally locate the whereabouts of the said infant, James Edward Drewry, at which time he was located with his mother who was then living in San Diego, California;

That in November, 1924, your petitioner went to San Diego, California, and there with the aid of a detective recovered the possession of the said infant and brought him back to Virginia, and the said infant lived with your said petitioner until September, 1930, at which time he left and again went to California.

Your petitioner states that while in San Diego, California, he went to see the said Lee Alma Drewry and had a talk with her and her husband, Ulysses Harlow, at which time the said Lee Alma Drewry informed your said petitioner that she had married the said Ulysses Harlow in the year of 1920, at a Baptist Church on Spring Garden Street in the City of Philadelphia, Pennsylvania, the Rev. Greene having performed the ceremony; both the said Lee Alma Drewry and the said Ulysses Harlow stated that the marriage took place at that time and the said Lee Alma Drewry also informed your petitioner that before the said marriage she had obtained an absolute divorce from your said petitioner, but your petitioner has been unable to locate the time and the place that the said divorce was obtained.

Your petitioner states that more than five years have elapsed since the time of the desertion charged against your said petitioner and since the entering of the decree of divorce a mensa et thoro, that no reconciliation has taken place, or is probable, and that a separation has continued without interruption since the granting of the said divorce and that for that reason, due notice having been given of this petition or application, your said petitioner is entitled, under section

5,115 of the Code of Virginia, to have the said divorce from bed and board merged into a decree for a divorce from the bonds of matrimony:

Your petitioner, therefore, hereby respectfully petitions and makes application to this Court to enter a decree merging the said decree for a divorce from bed and board into a decree for a divorce from the bonds of matrimony; that proper process may issue; that the said plaintiff may be required to answer this petition and application, an answer under oath being hereby waived; that the order of this Court contained in the aforesaid decree entered on April the 8th, 1919, under which your said petitioner was ordered to pay the sum of $25.00 per month as alimony during the joint lives of the said Lee Alma Drewry and your said petitioner, may be revoked; and that all such other, further, and general relief may be afforded to your said petitioner as the nature of his case may require or to equity shall seem meet.

And your petitioner will ever pray, etc.

J. L. Drewry

E. H. Williams, p. q.

Old Suit -
286

Lee Alma Drewry.....

Plaintiff.

1931

VS) IN CHANCERY

James E. Drewry.....

Defendant.

PETITION.

Fwd Jan 28-31
LaE

E. H. WILLIAMS
ATTORNEY AT LAW
SMITHFIELD, VIRGINIA