

What's a Mother to do?

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Introduction: I was surprised at the content of a prenuptial agreement that was found while processing land records. It contained some information that we felt could be shared, but only if we retracted identifying information. Names and dates have been removed, but the time period is between 1915 – 1925.

A prenuptial agreement is an agreement made by a couple prior to their marriage, and usually concerns ownership of respective assets in the event of a divorce. This agreement went much further.

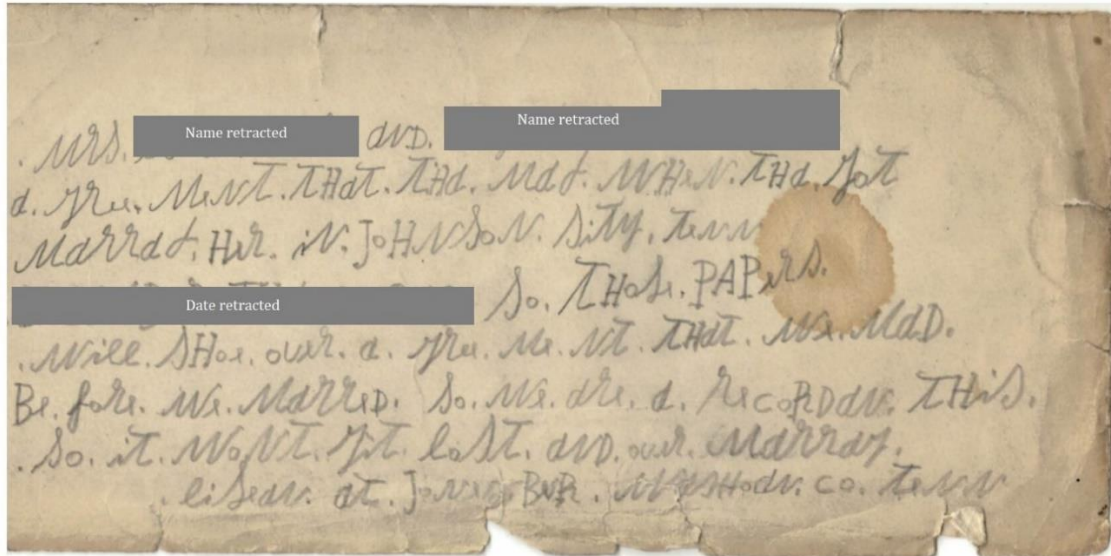
To give you some background, the story begins with a couple who married in the late 1890's. The husband had been a widower, with five children. This was the woman's first marriage. Let's call her "Mary." The husband died in 1911, leaving her with one of his children, and four children that belonged to them both.

Now, consider the United States in the 1920's. Women were kept "in their place," which was likely the home. They were working the farm, washing laundry, cooking meals, and raising children. A widow with small children would have very few options. I wondered, what would a mother do? She had been left with four children between the ages of two and sixteen, two boys, and two girls.

Mary did what many widows of the time did—they remarried. Mary found another husband (hereafter known as "William") to marry her and care for her - or maybe he found her. At any rate, the two decided that marriage was a decent option. William was quite a bit older than Mary, and had something quite valuable—a military pension. If she was his wife at the time of his death, she could draw that same pension, and have the security of a steady income. He was around 71, and she was in her early 30's, so the odds were in her favor. His children were grown, but she was still a young mother with children at home.

The document below is the one that alerted us to this unusual agreement. It was incredibly difficult to decipher, as the author was both challenged in his penmanship and he was a very poor speller. With names and dates retracted, spelling corrected, and some punctuation added, it reads:

"Mrs. _____ (name) _____ and _____ (name) _____ agreement that they made when they got married here in Johnson City Tennessee _____ (date) _____, so those papers will show our agreement that we made before we married, so we are a recording this, so it won't get lost, and our marriage license at Jonesboro, Washington County, Tennessee."



The document above was found in a box of land records, and was written on the back of an envelope. Certainly, the envelope carried the actual written prenuptial agreement.

After we finally were able to transcribe the document, my curiosity was piqued. What was this mutual agreement? I found the agreement, which had been filed in the Register of Deeds office. The points are highlighted below:

- “after our marriage that I, Mrs. _____ will not sue my husband, Mr. _____ for any cause after our marriage on anything blank will do or not do.”
- “No will I ever molest the one half of his pension in anyway should we disagree and separate.”
- “I further agree to sign all deeds or other papers he may want me to sign, and him a free hand to trade as he wishes and to move anywhere he wants to go, should he desire to move, and...”
- “I further agree to get homes for my older children and have them to adopt them all except my baby boy _____, who will live with us as one of the family.”

WHAT? My initial reaction was one of disbelief. It was incomprehensible to me that a mother could ever agree to give up her children. Then I reread the first three points. This clearly was not a marriage built on love and trust. It was a marriage of convenience—quite possibly even desperation. William didn’t want any problems from Mary or her children, and this “agreement” surely kept her under his thumb. I was surprised that he allowed her to keep “the baby boy.”

Just two years after their marriage, William was listed as a patient at the Veteran’s Home in Johnson City in the census. Mary was listed in the same census as a boarder in a home with two adult women and two children—neither of which belonged to her. I knew her children’s names,

and I searched for them, but could not find any of them listed in the census, not even the “baby boy” that Mary was allowed to keep.

This dysfunctional family unit came back together by the next census record, but by this time, the children were ten years older, and only two remained in the home. One of these was actually a son of Mary’s, and the other was “baby boy” who was no longer a baby. William apparently honored the agreement to adopt Mary’s youngest son, as he was listed, bearing William’s surname, which he carried the rest of his life. I wonder if he knew that he was not William’s biological child.

As for the other children, I was able to track them through their lives by using Ancestry.com. I found that they knew their mother, and bore their biological father’s surname, so they were not adopted out. The guardianship files in our office yielded no information on the family. The children obviously knew their parents, as some of their obits listed their parents.

William died in the mid-1930’s, and research showed that his age was grossly exaggerated—by as much as 13 years! His death certificate listed him as being over 100 years old. He was actually in his mid to late 80’s. He was a husband to possibly as many as four women, three of which outlived him, and he fathered several children.

Mary outlived William by 31 years. The obituary listed three sons and two daughters—her biological children. She was not buried with either of her husbands. Rest in peace, Mary.

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