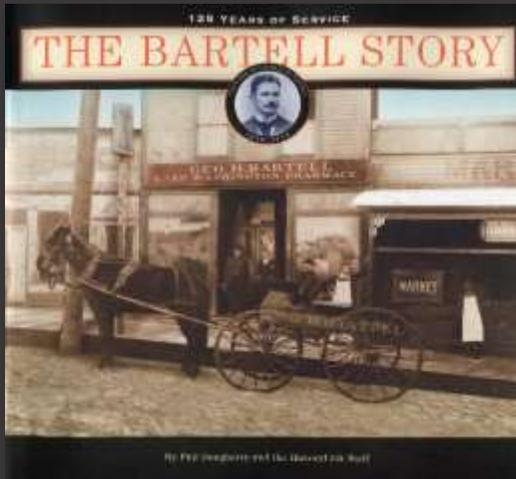


Books from the Archives, Episode 5 – Using our records to solve a mystery

Contributed by Terry Badger, Deputy State Archivist



From time-to-time we receive, or purchase, publications about some aspect of Washington history to use for reference in the Research Room. We especially try to get works where the authors used the State Archives as a resource in their research. During a recent event attended by the State Archivist, he was handed an excellent history of the Bartell drugstore chain written by Phil Dougherty and the staff at HistoryLink.

While thumbing through the book and reading the authors Note on Sources, I noticed that our Digital Archives was used as a source. In fact, the author mentioned that the website provided some personal history information and even a surprise or two, specifically George Bartell's first marriage to Mary Heaney in 1892.

Of course, I had to look up this part of the book to see how the records were used. Dougherty discusses the marriage, where they lived, where Mary Heaney was born and when she immigrated to the United States. Dougherty then states that little else is known about the marriage, including how and when it ended, though it had to have been sometime in the early 1900s.

This of course meant I had a mystery on my hands and that I had to find out what happened! With a little internet searching we found an image of the **December 30, 1902, edition of *The Seattle Star***, posted by the Washington State Library to the Chronicling America website of the Library of Congress (thank you Washington State Library!). One of the articles in this edition was titled "Mrs. Bartell Seeks Divorce."

From here we went to the King County Civil Case Files in our custody and found **the Decree granting the divorce** on January 3, 1903. While there were several charges leveled during the divorce proceedings, the final finding basically

divided the property in half. Mrs. Heaney was granted the property in the Jones' Supplemental Plat and \$3,000 to be paid out over a two-year period, while Mr. Bartell received all of the furnishings, the property in Terry's First Edition, and the drug store of course.

Thanks to Phil Dougherty and HistoryLink for providing me with a fun little research project and being able to solve a small mystery! If you are interested in learning about the Bartell story, please visit HistoryLink.org.



IN THE SUPERIOR COURT OF KING COUNTY WASHINGTON.

MARY W. PARTKLL,

Plaintiff,

vs-

GEORGE H. PARTKLL,

Defendant.

NO. _____

C O M P L A I N T.

Comes now the plaintiff and complaining of the defendant alleges and states:--

-I-

That plaintiff and defendant intermarried one with the other on the 27th, day of June 1892, and ever since have been and are now husband and wife. That there are no children of said marriage. That plaintiff has always conducted herself toward defendant as a loving and faithful wife should.

-II-

That the plaintiff and defendant are now residents of the State of Washington and of King County and have been such for many years last past. *That the maiden name of plaintiff was Mary W.*

-III-

For first cause of action plaintiff states:- That the defendant although well able so to do has hereinafter stated, has neglected and refused to make any provision whatsoever for this plaintiff and has forced her to live upon her own exertions and the assistance of friends. That he refuses to pay her bills or to furnish her any means whatsoever with which to live. That heretofore plaintiff and defendant were living and keeping house in the City of Seattle, owning the fur-

niture therein. That this plaintiff left the City of Seattle for a short visit and during her absence the said defendant rented said property furnished, and ever since has kept same rented and refuses to make any provision for this plaintiff or to provide her any place where she can live.

-IV-

For a second ground of divorce plaintiff states:-- That the defendant has been guilty of using toward this plaintiff personal indignities, rendering her life burdensome in this, to-wit:-- That defendant has called this plaintiff *diffident* names and has used to her bad epithets and has at times struck plaintiff, and accused plaintiff of not conducting herself properly with other parties ~~wrongfully~~.

-V-

As a third cause of action plaintiff states: That the character, disposition, likes and dislikes of plaintiff and defendant are dissimilar. That neither plaintiff or defendant are happy in their home life. That their tempers are incompatible and their desires and wishes do not agree. That defendant is wholly wrapped up in his business affairs and pursuits. That often and for years at a time during their married life, defendant did not spend any time whatsoever with this plaintiff, but would leave her alone at their home, defendant not returning to his home until twelve or one o'clock at night and leaving early next morning, and absenting himself continuously from plaintiff.

That plaintiff and defendant gradually grew apart from one from the other and for years have had nothing in common with each other. That plaintiff and defendant cannot longer live together as married man and wife in that degree of felicity and happiness which should characterize such a union.

-VI-

That at the time this plaintiff and defendant intermarried,

Married Joint Property

plaintiff and defendant were possessed of very little property. Defendant owning a small drug store situated on one of the outer streets of Seattle, and probably worth a few hundred dollars; while plaintiff owned a piano and some other small things. That the said piano ^{is} ~~is~~ owned by plaintiff at that time is still owned by plaintiff and defendant. That it constitutes a part of the household furniture which defendant has deprived plaintiff of and has rented out as above stated. That since the time of the marriage of plaintiff and defendant, these parties have accumulated by their joint efforts a large quantity of property. That they now own one certain drug store consisting of a full, complete and very extensive line of drugs and drug articles, situated and kept at that certain place known as 506 Second Avenue, Seattle, Washington.

That the reasonable value of said business and said stock of merchandise on hand is the sum of Twenty Thousand Dollars.

That in addition thereto plaintiff and defendant have acquired certain real estate situated on Seventh Avenue and Cherry Street, known as the west eighty (80) feet of Lot 5 Block 56 of Terry's First Addition to the City of Seattle.

That said property was acquired during the married life of plaintiff and defendant and was paid for by said defendant from the proceeds earned during said time. That shortly after said property was acquired, plaintiff because of the untruthfulness and fraudulent representations of defendant and without any cause consideration whatsoever, made, executed and delivered to defendant a deed or contract conveying away to said defendant her community interest in and to said property.

That in addition thereto there is now standing in the name of defendant, title to certain real property acquired by plaintiff during the married life herein stated, and with the proceeds therefrom ^{and} the earnings made during said time certain property located in the State of Texas which ^{is} of great value, to-wit two hundred and twenty acres in

Brazoria County Texas; a more complete description being not known by plaintiff; and also ten acres located within a few miles of the city limits of the City of Houston Texas, a more complete description of this also is not known. That the value of these two pieces of property is at least ten thousand dollars, and the value of the real estate herein above described being the portion of the Lot in Tesry's First Addition is of the reasonable value of Twelve Thousand Dollars. That in addition thereto plaintiff and defendant own the household furniture hereinabove stated which is reasonably worth the sum of Five Hundred Dollars.

-VII-

That defendant is engaged in the business of druggist and is a strong healthy man and is earning and has been earning large sums of money monthly. That the amount of defendant's income from said property hereinabove stated, is at least Six Hundred Dollars per month. That irrespective of this large income which defendant has, he refuses to pay or furnish this plaintiff anything whatsoever with which to live or any place whatsoever where she can live.

-VIII-

Plaintiff further states. That the defendant has been and is now disposing of his property in such manner so as to prevent this plaintiff from acquiring any share, and so as to defeat plaintiff's just right in and to her proportionate part thereof. That he is contemplating and preparing to transfer all of said property to some third person or corporation for the purpose of placing it beyond the control of this Court and for the purpose of tangling it up so that the plaintiff will be defeated from acquiring her just rights in and to said property.

That defendant now claims wrongfully and untruthfully, that he is involved financially and that he owes large sums of money, but said claims are not correct. The said defendant being worth at least the sum of Thirty Thousand Dollars free and clear of all indebtedness or every kind

whatsoever. That in addition to the property hereinabove stated, defendant is possessed of a large sum of money, warrants, bonds and securities the exact amount and character of which is unknown to this plaintiff.

WHEREFORE Plaintiff prays:-

First. That the bonds of matrimony be dissolved and that plaintiff be released of and from all obligations from defendant, of every kind and character whatsoever *in that plaintiff be restored to her address 1111 1/2*

Second. That the property and community interests of plaintiff and defendant be adjusted by this Court and that plaintiff be awarded such due and proportionate part thereof as to the conscience of the Court may seem just and as may be proper.

Third. That an injunction issue out of this Court enjoining and restraining the said defendant from selling, conveying or disposing of any of his property whatsoever, or from placing any lien or incumbrance whatsoever on same.

Fourth. That the deed to the property situated on Seventh and Cherry Streets in the City of Seattle, and spoken of as the west eighty feet of Lot 5 Block 36 of Terry's First Addition to the City of Seattle, be vacated, set aside and held for naught and that plaintiff be given and decreed her true and correct interest in and to said property and her rights thereto be preserved.

Fifth. That a receiver be appointed for said drug store with power and authority to run and conduct same in the manner provided by law, and under the orders of this Court, so that the same may be preserved and the business protected until the interests of both plaintiff and defendant are adjusted thereunto pertaining.

Sixth. That this Court order and direct the said defendant to pay into the registry of this Court as temporary alimony a reasonable sum, to-wit: the sum of One Thousand Dollars for the support of plaintiff during the pendency of this suit, and such further monthly alimony for the

after
support of plaintiff ~~at~~ the hearing and determination of this suit as to
the Court may seem just; and that defendant be further required to pay
into the Clerk of this Court a reasonable sum, to-wit: One Thousand
Dollars as attorneys and counsel fees for the plaintiff, and for the use
and benefit of plaintiff in the preparation and trial of this cause; and
that upon final hearing such further sum be awarded and directed as to
the Court may seem just and proper; and that such disposition finally be
made of the property of plaintiff and defendant as to the Court may seem
proper, and for all other relief which is proper and just.

W. W. Pennington
John B. Hart

Attorneys for Plaintiff.

State of Washington,)
) ss.
County of King.)

Mary W. Bartell being first duly sworn on oath deposes and
says, I am the plaintiff above named. I have read the foregoing Com-
plaint know the contents thereof and believe the same to be true.

Mary W. Bartell

Subscribed and sworn to before me this 29 day of December, 1902.

John B. Hart

Notary Public in and for King County,
residing at Seattle, Washington.

IN THE SUPERIOR COURT OF KING COUNTY,
STATE OF WASHINGTON.
DEPARTMENT NO. ...

No. *30561*

-----x
M A R Y W. B A R T E L L, . . . :
Plaintiff, :

--vs.--

G E O R G E H. B A R T E L L, :
Defendant. :
-----x

: - : FINDINGS OF FACT AND CONCLU-
: - : SIONS OF LAW. : -

-----ooOoo-----

ON THIS *3rd* day of January, 1903, this cause coming on regularly for trial on the issues made by the complaint and answer herein filed, the plaintiff appearing in person and by her attorneys, and the defendant appearing also by his attorneys: Now, after hearing all the evidence in this case and the argument of counsel, and being fully advised in the premises, the Court finds the following :

- : F I N D I N G O F F A C T S : -

1st. That the plaintiff and defendant herein have been, for more than ten (10) years last past, residents of King County, Washington.

2nd. That on the 27th of June, 1892, in Seattle, Washington, plaintiff and defendant were married, and ever since said date have been, and now are, husband and wife.

3rd. That there are no children, issue of the marriage of plaintiff and defendant.

4th. That plaintiff and defendant own the following real property, situated in King County, Washington, to-wit: The west nineteen (19) feet of the east one-half of lot twelve (12) of Jones' Supplemental Plat of Block eleven (11) of Burke's Second Addition to the City of Seattle; also, the westerly eighty (80) feet of lot five (5) in Block fifty-six (56) of Terry's First Addition to the City of Seattle. That said parties are the owners of the drug store, stock of drugs and fixtures connected therewith, situated at 506 Second Avenue, in Seattle, Washington, and also, of the household goods contained in the flat lately occupied by said parties in Seattle, Washington, together with other personal property, of more or less value.

5th. That defendant has refused to make suitable provision for the support of his family, although amply able to do so, and the Court is satisfied that the parties to this action can no longer live together happily.

A. R. O'Neil

And from the foregoing findings of fact, the Court makes the following:

-:CONCLUSIONS OF LAW:--

1st. That the plaintiff is entitled to a decree, divorcing her from the defendant, and dissolving absolutely the bonds of matrimony now existing between her and the defendant.

2nd. For a decree, dividing and distributing the property, real and personal, owned by them, and more fully set forth in the findings of fact herein.

DONE IN OPEN COURT.

H. A. D.
.....
J U D G E.

Three thousand dollars (\$3,000.) in manner following: Fifteen hundred dollars (\$1500) in cash; five hundred dollars (\$500.) in eight (8) months, five hundred dollars (\$500.) in sixteen (16) months, and five hundred dollars (\$500.) in two years from the date hereof, with no interest on any of the deferred payments; and the defendant is hereby directed to execute and deliver to the plaintiff his three certain promissory notes, each for the principal sum of five hundred dollars (\$500.), payable to plaintiff respectively eight (8), sixteen (16) and twenty-four (24) months from the date hereof; notes to be without interest.

The vesterly eighty (80) feet of lot five (5) in block fifty-six (56) of Terry's First Addition to the City of Seattle, King County, Washington, together with all buildings and improvements thereon, now standing of record in defendant's name in the Auditor's office of said King County, is hereby granted defendant as his sole and separate property, freed and cleared from any community or other interest which plaintiff may have therein; and the plaintiff is hereby directed to make and deliver to defendant a quit-claim deed, or other proper conveyance, conveying to defendant any interest which she may have in said property, to better carry into effect the provisions of this decree in reference to the property aforesaid.

The defendant is hereby granted, as his sole and separate property, the drug store, stock of drugs and fixtures connected therewith, situated at No. 505 Second Avenue, Seattle, Washington, together with the good-will, claims, accounts, bills and all other property belonging to said business; the defendant is also granted, as his sole and separate property, the whole of the household goods belonging to the parties herein, including the piano referred to in the complaint filed in this action, now contained in the flat lately occupied as a home by plaintiff and defendant, in Seattle, Washington.

The defendant is further given all money in his possession or in bank belonging to the business conducted by him; all bills, notes or other evidences of indebtedness that may be due and owing by third parties to the defendant, together with all other real, personal or mixed property not herein enumerated, now in his possession or under his control, wherever situated, in which the community, consisting of plaintiff and defendant, has an interest. It being specially understood that defendant receives the real property hereinbefore described, as well as the drug store and business connected therewith, with any and all incumbrances on said real estate and store, and all debts that may exist in connection therewith, which obligations he is required to assume and pay out of his separate funds.

The plaintiff herein is ordered and required to execute to the defendant a bill of sale, or other proper conveyance, transferring to him all her interest in the chattel property herein specially granted to defendant; and especially of the drug store, household furniture, including piano hereinbefore mentioned; and

also, to execute to defendant a proper release, discharging him from any further liability to her, except as herein provided.

IT IS HEREBY ORDERED AND DECREED, That the Plaintiff in this case is permitted to resume her maiden name of MARY W. HANEY, and from henceforth shall be known and called by that name.

DONE IN OPEN COURT.

A. J. Gu

.....
J U D G E.