Highlights from the Brooker Collection, 1716-1930: The Robert E. Brooker III Collection of American Legal and Land Use Documents

Karen S. Beck
Boston College Law School

Follow this and additional works at: http://lawdigitalcommons.bc.edu/rbr_exhibit_programs

Part of the Archival Science Commons, Legal Commons, Legal Education Commons, and the Legal History, Theory and Process Commons

Digital Commons Citation
http://lawdigitalcommons.bc.edu/rbr_exhibit_programs/2

This Article is brought to you for free and open access by the Daniel R. Coquillette Rare Book Room at Digital Commons @ Boston College Law School. It has been accepted for inclusion in Rare Book Room Exhibition Programs by an authorized administrator of Digital Commons @ Boston College Law School. For more information, please contact nick.szydlowski@bc.edu.
HIGHLIGHTS from the BROOKER COLLECTION

1716 – 1930:
The Robert E. Brooker III Collection of American Legal and Land Use Documents

January through May 2004
HIGHLIGHTS from the BROOKER COLLECTION

This exhibit features highlights from a very special gift of documents and manuscripts recently donated to the Boston College Law Library by Robert E. Brooker, III. The collection, which Mr. Brooker painstakingly acquired over many years, features approximately 2,500 documents and manuscripts.

Focused primarily on Boston and the New England area and spanning two centuries, the Brooker Collection provides abundant opportunity for the study of early American land use and transfers, law and legal systems, town governance, family matters and daily life. Documents include deeds of land and other property, contracts for goods and services, legal documents such as complaints, deposition testimony and wills, business papers such as invoices and receipts, and evidence of everyday life as glimpsed in letters and estate inventories.

The exhibition is loosely organized by themes: The Land, The Law, Commerce and Contracts, The Community, Living and Dying, and Odds and Ends. It was curated by Karen Beck, Curator of Rare Books.

All items on view are gifts of Robert E. Brooker III. The Boston College Law Library is deeply grateful to Mr. Brooker for developing such a unique and comprehensive collection and for donating it to us.
The Boston College Law Library would also like to thank Professor Daniel R. Coquillette, Dean John Garvey, Alfred Blum and his staff in the office of Alumni Relations and Development, and Director of Marketing and Communications Nate Kenyon for their assistance and support.

Highlights from the Brooker Collection will be on view through May 2004.

DANIEL R. COQUILLETTE RARE BOOK ROOM
HOURS
Monday - Friday
9:00 a.m. to 4:00 p.m.

To view a sampling of images from the exhibit, visit the Law Library website at http://www.bc.edu/lawlibrary.

Robert E. Brooker III
Robert E. Brooker III is the Chief Executive Officer of ICLUBcentral, a software company based in Cambridge, Massachusetts. He earned an MBA from Harvard Business School, a BA from Harvard College, and has been featured in The Wall Street Journal, Fortune, and Money Magazine. He lives in Marblehead, Massachusetts with his wife and daughter and enjoys restoring historic buildings.

Encouraged by his maternal grandmother, a rare book and manuscript dealer, Mr. Brooker began collecting historic documents and manuscripts at an early age. Over the years he gradually amassed a collection of approximately 2,500 carefully selected documents and manuscripts, most of which are unique and one-of-a-kind.

THE LAND

As seen throughout this exhibition, the Brooker Collection encompasses many areas, but it is strongest and deepest in the area of land use. From the earliest days of our country, land has been the basis for wealth, and people have eagerly bought it, sold it, and passed it along to future generations. Exhibited here is a small selection of materials from the hundreds in the collection that document our relationship to the land.

#1013 Property Deed
This beautiful deed, the oldest in the collection, was signed in October 1738 by Isaac Harris. In it, Isaac deeded his property in Bridgewater, Plymouth County, Massachusetts, to his son Arthur, "in consideration of the Paternal Love & Affection which I do bear towards him." Isaac reserved for himself the "possession and improvement" of the land during his natural life, which ended shortly thereafter. The boundaries are described by such landmarks as a "small maple tree" and a "white oak stake & heap of stones."

#1030 Deed
This deed is a companion piece to #1013, described above. It was signed in November 1738 by Elisabeth Harris, widow of Isaac Harris, in favor of their son Arthur, executor of his father's estate. It appears to be a promise by Elisabeth to pay a sum of money to settle some debts. The money was described in pounds, shillings and pence rather than dollars and cents. Elisabeth never learned to write; you can see her "X" inside the phrase "Elisabeth Harris her mark," next to the seal.
#0749 Property Deed

A 1923 deed from Joseph Rodrigue to Addie Buck, for property in Auburn, Maine. This deed is the most recent in the collection. Note how little the form had changed over the previous 200 years — someone from 1738 could read and understand this deed, just as we can still understand the nearly 300-year-old property and land use documents in this collection.

#1259 Land Survey

This detailed 1796 survey of land in Plymouth, Massachusetts, was made by Oliver Todd, the county surveyor.

#1788 Easement

This small document, probably written in 1844, is an example of an easement of land, albeit a very informal one. The author wrote that ":Burrell & others have the privilege to go pass & repass on the old cart way too and from their land forever. N.B. the old cart way by the house to be keep open forever."

#0248 Meet the Cobleighs

This document introduces the Cobleigh family of Templeton, Massachusetts, who will reappear throughout this exhibit. The Cobleighs are only one of many families who are brought to life in this collection by the business and personal documents they left behind. In this 1766 deed, we first meet the Cobleigh family when Abel Hunt deeds some four acres of "meadow lott" to farmer John Cobleigh for two pounds, one shilling and four pence.

THE LAW

In addition to the area of land use, another great strength of the Broker Collection lies in its large array of legal documents. They reveal much about the legal system in eighteenth- and nineteenth-century America, and give us glimpses into the daily lives of its citizens. A selection of legal and law-related documents is exhibited here.

#0905 Jury Summons

In this 1816 jury summons, the Sheriff of Clinton County, New York is commanded to summon "twelve free and lawful men of the County, each of whom shall have . . . a freehold in lands, messuages or tenements . . . of the value of One Hundred and Fifty Dollars" and who are unrelated to the parties in the case at hand. This document is one of several in the collection that is printed or written on vellum.
Slavery in the Courts

This 1774 document summarizes the complaint of John Bostick against Joseph Thurston, High Sheriff for Bedford County. Bostick complained that an unnamed "negro man slave the property of the plaintiff" ran away, only to be caught and confined to the public jail. Despite repeated requests from the plaintiff to return the slave to his custody, the defendant freed the slave, who escaped. Bostick sued Thurston for £100.

Complaint

This beautiful legal document (on cover) dated 1816 is a complaint filed in the New York Supreme Court, the state's lower, or trial court. Note the seal and the string tie.

Legal Disputes in Dollar and Cents

The Cost of a Lawsuit

This 1799 lawsuit in the town of Rye, Rockingham County, New Hampshire, arose from a dispute over a poorly made coat. Justice of the Peace Nathaniel Stearns heard the dispute at his home in Portsmouth. Plaintiff Samuel Wille accused Josiah Perkins of holding himself out to be a "Taylor," who promised to make Wille's fabric into a coat "carefully, skilfully & in a workmanlike manner." Wille alleged that he paid Perkins "a large sum of money to wit two dollars" for his work, but Perkins "carelessly unskilfully and in an unworkmanlike manner cut said cloth & made the same into a coat unfit and not suitable . . . by reason whereof the said cloth is spoiled & destroyed and said coat useless and of no value."

The reverse of the document shows that Perkins testified that he never promised to make the coat. Justice Stearns found for defendant Perkins, and awarded him the money he paid to defend himself in the lawsuit: 25 cents for his attendance, 40 cents for traveling 20 miles, 50 cents for his attorney's fee, 80 cents for the time of his two witnesses, and $1.12 for traveling 28 miles, for a total of $3.07. A small note indicates that the plaintiff Wille appealed the judgment.

Avoiding Litigation

This poignant 1763 letter from a debtor named Bradstreet Spofford appears to have been a last-ditch attempt to avoid being sued by his creditor. "By reason of desapointment," Spofford writes that he had been unable to come up with the money to pay off a note, and offered to settle his debt with furs: "You shall have the furs or the money direckly if your pacence can hold out." The letter closes, "Pray Sir don't sue me if possible you can help it." It is unclear whether the unfortunate Spofford was able to put off his creditor and avoid the fate of the person in the next item. . . .
Debtor’s Prison

Difficult as it is to believe today, this 1839 document orders the Sheriff of New Haven County to confine a debtor to “gaol” for an unpaid debt of $5.92. Other documents in the collection show debtors’ land being sold at foreclosure sales to settle debts of as little as 30 cents, and disputes over amounts as small as a dollar ending up in court.

The Banton/Elliott Wars

Record of Elliott vs. Banton

In what may have been “the shot heard around the town of Bristol,” on July 22, 1806 Daniel Elliott swore an oath in front of Justice of the Peace Robert Huston that a “fether bed and bed cloths to the value of one hundred dollars” had been stolen from his home. Elliott evidently had reason to suspect that the purloined goods were in the home of William Banton, and he asked Huston to issue a search warrant.

Huston agreed, and issued a warrant directing the County Sheriff to search Banton’s home and, if the goods were found, to seize them along with Mr. Banton and bring them into court.

On the reverse of this document, Deputy Sheriff Ebenezer Flint wrote that he had performed the search and had found the missing items in Mrs. Banton’s possession, whereupon he brought both her and the bedding before Justice Huston.

Records of Banton vs. Elliot

The saga resumes a few months later on October 8, 1806. These two companion documents are especially interesting because they give the story of the case and also its outcome. As before, both of these documents were prepared by Justice of the Peace Robert Huston.

In #1025, Huston first summarized William Banton’s sworn testimony as follows: Banton complained that Daniel Elliott “did then and there with force and arms abuse and evly treat” Banton and his wife, did “strike, grasp, shake and stone” Banton and strike him with a stick, call him “many opprobrious names,” spit tobacco juice in his wife’s face, and accuse the wife of “working her passage to England (meaning by whoring).” No mention was made of the missing bedding.

Huston then directed the Sheriff of Lincoln County to bring both parties and some witnesses before him to testify. On the reverse of the document, the Constable attested that he had brought all parties before the court. #1036 is a summary of the case and its outcome. Elliott proclaimed his innocence, and after “a full hearing of the cause and due examination of the witnesses,” Huston found Elliot not guilty and free to go. Banton was ordered to pay Elliot’s court costs as well as his own.

The Threat of Violence

Deposition

Unfortunately, violence in the community is nothing new. In this 1811 document, Hannah Albee of Newcastle, Maine testifies that she is from “bodily infirmary unable to attend . . . court to give evidence” against John Bulger, who had threatened her life and menaced her family. She swears under oath that “her apprehensions are so great as ever that the said John Bulger will do her some bodily harm,” and requests the court to order Bulger to “keep the peace toward all the good citizens of the Commonwealth especially towards her the said Hannah.”

A Day in the Life of a Working Lawyer

Legal Notebook

Robert Huston’s legal record book provides a fascinating glimpse into the daily workings of the legal system of 1811 Bristol, Massachusetts (later Maine). An attorney, Selectman and Justice of the Peace for the town of Bristol, Huston appears to have been something of a pillar of the community. His name appears in numerous documents in the collection and pops up throughout this exhibit as well.

In this record book, Huston describes a variety of legal actions that were brought before him, as well as their outcomes. This information is especially
valuable and rare, since most court documents provide no hint of the ultimate outcome of a case.

This notebook shows us that, then as now, most legal actions disappeared before they ever made it to trial. Here is one example: "These certify that Alex'dr Clark acknowledge that he had raised and circulated a report against Bridget Terril for clandestently taking milk from his cows when in the pasture and that he afterwards found that he had no cause to suspect the said Bridget nor family for the above charge – and that he was very sorry he had circulated such report and gave her a certificate to that effect."

---

**COMMERCe AND CONTRACTS**

The Brooker Collection contains numerous contracts – evidence of goods and services being bought and sold, and the values that people placed on them. The sampling of documents shown here range from a simple handwritten letter to a complex printed employment agreement, awash in fine print. The documents also span many years, and it is interesting to see that as time went by, commercial matters often (but not always) became more complex, and grew to encompass related activities such as advertising and high-pressure sales tactics. Here are a few examples of contracts and commercial correspondence for goods and services.

**#1162 Corn**

In this simple contract, executed in Lebanon, Maine in 1842, farmer Alfred Doe agreed to sell 29 bushels of corn to James Brackett for the sum of $20.

**#1479 Rum**

This beautiful 1793 letter describes the financial and mercantile dealings of Ebenezer Boyd of Boston, who either supplied or contracted to sell sugar and rum for Messrs. Millikin and Merritt, merchants of North Yarmouth. Evidently a surplus of rum caused Boyd's inventory to pile up, and he wrote that the "uncommon large quantity of rum . . . has been the sole cause of my not being able to dispose of yours, at any thing of a handsome price." Note that amounts of money are described in pounds, not dollars.

Early letters did not have separate envelopes; one side of the page was left blank, the letter was folded blank side out, and the address was written there. On the reverse of the letter is written the address "Messrs. Millikin & Merritt, Merchants, North Yarmouth."

**#1126 Fish Barrels**

This contract, written in Hooksett, New Hampshire in 1835, sets forth the agreement between three men who agreed to make "Six Hundred Fish Barrels in Workmanlike Manner" for the sum of 20 cents per barrel, to be paid by a sea captain. They also agreed to pay the captain $1.25 per week for room and board.
Employment Contracts

Unnumbered document Mariner's Contract

This beautiful oversized employment contract sets forth the terms of employment between the Master of the Brig Abeona and several sailors. The voyage was to begin in 1831 and was to last no longer than 15 months. After setting out from New York, the brig could travel nearly anywhere in the world at the Master's discretion. In an enormous paragraph of fine print, the contract detailed numerous mutual obligations between Master and sailors. Below are the sailors' signatures; several were unable to write and signed their names with an "x." Notations about their positions on the ship and their wages (about $11 per month) follow.

#1345 Farmer's Contract

This 1865 letter, achieves the same goals as the previous document in a much less prolix fashion. Francis Peabody wrote on engraved stationery that he would like to hire Mr. A. Prince of Salem, Massachusetts to work as a farmer for wages of $45 per month, rent-free living in the farmhouse, and using "what vegetables you require for your family; also two quarts of milk daily."

Commerce Becomes Complex

#1267 Foreign Markets

This 1845 letter to Mr. George Steiner of Pennsylvania was written by James Bolton, who appears to have been employed as an agent of Steiner's. Bolton reported on overseas crop shortages that might affect domestic prices: "The steamship Acadia at Boston yesterday & had news today not so favorable as anticipated. Flour has declined in England . . . it is now affirmed by the Irish journals that the injury to the potato crop will be much short of the general apprehension. . . Prices have advanced too rapidly & in consequence we may look for further decline here. . . . Still urging caution in your operations."

#1187 Advertisement

Commerce took a heavy-handed form in this amusing and longwinded 1865 advertisement for oil cans and oil pumps. In an early instance of high-pressure sales, Edward Allen sent form letters touting the wonders of his wares to merchants throughout the region. In eight separate points, Allen praises the economy, efficiency and attractiveness of his oil cans. His letter concludes with this handwritten note at the bottom: "Had you not better send an order soon? As soon as southern & western navigation opens my resources will be taxed to supply them. They are the thing."

THE COMMUNITY

How do people in a community decide how to govern themselves and each other, and how do they take care of those who might otherwise fall through the cracks? The Brooker Collection contains many documents that provide clues about how these timeless issues were addressed in the past. The items displayed here show that, then as now, the solutions are not always easy, nor the results fair.

#1349 Tax Levy

This eyecatching document deals with an everpresent reality: taxes. In 1806, legislators in the Commonwealth of Massachusetts passed a law assessing a tax of $133,302.52 on its inhabitants. The State Treasurer, Jonathan Jackson, ordered each town's Selectmen or Assessors to tax their town's residents for a certain portion of this amount. The town of Bristol (which later became part of Maine) was assessed $365.33, to be divided among every male over age 16 at the rate of 27 cents each.

#1016 Election Summons

This important document summons the inhabitants (those who were permitted to vote) to a Bristol town meeting in December 1819. There, the assembly would vote on whether the District of Maine should separate from Massachusetts and form into a "separate and independent state." Sixty-six men voted: 64 favored the separation and 2 were opposed. Maine became a separate state in 1820. The document was recorded by Robert Huston — whom we have met elsewhere in this exhibit — and John Fitch, Bristol Selectmen.
Taking Care of the Poor

#2019 Indentured Servant Contract

This attractive document is one of three indentured servant contracts in the Brooker Collection. Written in 1797, apparently by mutual agreement of the town's Overseers of the Poor and the county's Justices of the Peace, it bound four-year-old Benjamin Evans, "a Pauper apprentice to Nicholas Hoffman" of Shawangunk, New York.

Benjamin was to live with Hoffman until age 21 and "shall well and faithfully serve his Master in all lawful business according to his wit power and ability and shall honestly and orderly in all things behave and demean himself toward his said Master during said term."

In turn, Hoffman agreed to teach the boy to read and write, and to provide him with "competent and sufficient meat drink apparel washing and lodging."

Perhaps more to the point, Hoffman also promised to provide for Benjamin so that the boy would not "become in any wise a Charge to the said Town of Shawangunk."

#1130 Public Works Projects

What happened to indigent adults? This document provides one answer. It is an 1819 petition in support of Langford Higgins' desire to become a town woodcorder for Baltimore, Maryland. The six signers urged Higgins' appointment because he was "in indigent circumstances, and not able to perform manuel labour for a support for self and family."

#1333 The Alms-House

As a last resort, the poor could take up residence in their town's alms-house. Somewhat predictably, disputes quickly arose around the question of who qualified as a "resident" of a town.

This 1801 letter is one of several in the collection that illustrate these disputes. A Boston official wrote to the Overseers of the Poor of the town of Waldoboro regarding Elizabeth Monk, who was born and raised in Waldoboro and spent most of her life there. Abandoned by her third husband, she had spent the past 14 months in the Boston alms-house, and the officials sought to return her and her son to Waldoboro: "By the laws of this State, she belongs to the Town where she was born. . . . We give you this Information, that you may order their Removal as soon as possible. We have charged the Expences of their board to your Town . . . and shall continue it during the Time they shall remain in our Alms-House."

#2078 Statement of Account

This attractive document, which at first glance looks like a simple business ledger, actually tells a very tragic story. It is an account of the charges incurred by the town of Bristol while caring for an impoverished family, the Brewers. Bristol's Overseers of the Poor billed the town of Boothbay for their care. Between 1817 and 1818, the list of expenses reveals a sad downward spiral of medical and nursing bills, expenses for John Brewer's coffin and gravestones, and costs incurred in caring for the Brewer children, who were farmed out to various families after their father's death.
Keeping the Town Running

#1124 Innkeeper Appointment

This pithy little document, signed by town Selectmen in 1802, reports that by authority of the town of Stockbridge, Massachusetts, “Paul Whitcombe is a suitable person to keep an inn for the year.”

#1867 Letter

To our eyes, this 1853 letter contains a rather shocking suggestion to lessen a town’s budget woes. Mr. Currier advises Mr. Hayward of Warren, New Hampshire, that “having consulted the inhabitants of the district it was concluded that a female would answer their expectations as well as a male teacher, and the amount of school money being less than usual, to pay a male teacher what would be considered any thing of a fair compensation would so shorten the school as to make it advisable to employ a female teacher.”

Group of Small Documents

These brief documents authorize the town of Wilbraham, Massachusetts to pay various parties for work done on behalf of the town:

The top document, #1239, is dated 1822 and directs the town to pay Luisa Stebbins $20 for four months of school teaching.

#1241 is also dated 1822, and directs the town to pay Solomon Wright $69.30 for boarding and nursing the town’s poor for the past year.

#1237 is dated 1821 and instructs the town to pay Aaron Warrin $2.73 for 2-1/2 days of work for himself and his oxen, which he used while working on a town road.

#1249, dated 1833, directs the town to pay John Carpenter $1 per day for measuring and working on county roads.

LIVING AND DYING

A wide variety of legal documents, personal correspondence and miscellaneous items in the Brooker Collection record and reveal the sometimes harsh realities of life in centuries past. The selection on display reveals the timelessness of life, illness, death, and matters of the heart and hearth. Some of these items feature the Cobleigh family, whom we met earlier in this exhibit.

#1262 Will of David Cobleigh

A second generation of the Cobleigh family – still living in Templeton, Massachusetts – is represented here by David Cobleigh’s 1842 will. He requested that most of his property be disposed of at “publick auction.” He bequeathed to his wife Sally “a sum sufficient for her maintenance during her life,” the sum of $700 to his daughter Anna Cobleigh, and the rest of his property to be shared among his five children. He names his sons-in-law James Winch and John Sawyer as administrators. In a final sentence scribbled below his signature, David directed that if his wife’s sister Anna Lamb should “outlive her property that some of my property may be given towards her support so that she may not suffer.”

#1185 Notice of Auction of David Cobleigh’s Real Estate

David Cobleigh died sometime in 1842, shortly after executing his will. This eyecatching poster, an advertisement for a public auction of his real estate in March of 1843, shows that his estate administrators indeed carried out the directions in his will. Judging from the vast tracts of land at auction here, it appears the Cobleighs did very well for themselves in the nearly eighty years since David’s father John first purchased property in Templeton (see document #0248 elsewhere in this exhibit).

This advertisement was published in the Massachusetts Spy, a local newspaper that was published in Worcester.
Moses Winch Correspondence

This sheaf of correspondence was written by Moses Winch, a resident of Needham, Massachusetts and a relative of the Cobleigh family. In these letters to his brother James Winch (also mentioned in documents #1262 and #2139, displayed elsewhere in this exhibit), he touches on interesting political topics and a heartbreaking personal tragedy.

#2146 December 20, 1855

Moses complains of the results of a recent election and then philosophically declares, "But enough of politics, the people have acted and we must abide the decisions of the largest number whether we are entirely pleased or not."

He then presciently describes the rapid growth occurring in Needham: "Houses are building most of the time and if nothing happens to check our prosperity Needham Plain will in time become a populous place."

#2141 December 25, 1855

Five days later Moses wrote again: "When I wrote you last week, I little thought I should write you again so soon, especially in such circumstances as now exist. Last Saturday evening at 3 o‘clk my wife and [my son] Lavel were sitting with me by the fire all of us apparently in usual health. At 8 o‘clk my wife was dead. . . . She died the doctor thinks, with a disease of the heart. . . . Yesterday afternoon we carried her to her last home & to day I feel lonely and sad. By her loss my family is broken up so that I know not what to do."

#2246a January 14, 1856

Moses writes of his desolation since his wife’s passing: "Home scarcely seems like home since my wife left us, & I feel but little interest in the scenes around me. The suddenness of her departure without saying a word or hearing a word that I ought say to her, shows us the uncertainty of things here & the importance of living at all time as though this was not our home."

#2246b March 13, 1856

The mournful theme recurs: "I think I have spent the longest, coldest & most dreary winter this year that I ever spent in my life at least so it seems to me. Other years when cold & dreary I could enter the house & find one to sympathise with & cheer me, now I am comparatively alone & the excessively cold weather for the last 11 weeks has dragged along heavily."

#2245a April 1857

By this time much had changed in Moses’ world. He had remarried, and in this letter speaks rather differently of his new wife than he did of his first wife: "You already know that I have another wife who has been here since the 23 of Feb. . . . I hope you will come & see us as soon as you can & then you can judge for yourself whether I have been wise or foolish in the step I have taken. I came to the conclusion that I must either quit housekeeping or obtain some one to keep house & I concluded to do as I have. Whether I have taken the best course or not time must show."

#2245b December 1859

This final letter is notable for Moses’ views on slavery: "The times in which we live are exciting especially in Virginia & at Washington. The contest between freedom & slavery seems to have begun in good earnest & must go on until it knows which shall rule our country. Let it go on for if the North must now cringe & fawn at the feet of the slave powers in order to obtain leave to be, it is time that we knew it. But if the slave power is to bend & sink away before the indignant voice of freeman the sooner it is done the better will it be for the country. I hope therefore that the friends of freedom will stand fast to their principles . . . ."
Illness

#1260 Letter

In this letter dated June 27, 1821, William Galloway writes movingly of a measles epidemic that swept through Boston in the spring and summer of that year:

"Five of the children have had the measles, very bad indeed, especially George, who is now no more! For it pleased God by his Almighty providence to remove him by death. He was taken on Sunday, the 10th day of the month with the symptoms of the measles, and continued from that time till the third Sunday following, during that time he underwent the most distressing illness, and at least the Lung-fever, and dropsy in the head, which terminated with his life. He died on the 24th day of the month, and was buried the 25th in Aunt Abigail’s grave. Joanna's Child is very sick with the measles, but we hope is not dangerous... It is very sickly in Boston now, the measles has become a very prevailing disorder, all the children have had the measles except the youngest..."
# Estate Inventory detail

# Many items in the Brooker Collection defy categorization. The exhibition closes with this smattering of unique, surprising and often humorous documents.

## #1049 Deed for Sale of Church Pew

We say farewell to the Cobleighs with this deed from 1812. The First Parish of Templeton, Massachusetts, sold “a certain Pew in the New Meeting House . . . on the lower floor, on Wall No. 12” to David Cobleigh and his heirs. Pew sales were common; there are several such deeds in the collection.

## #1346 Letter

This 1793 letter from a witty character named James Read to his friend William Young, a printer and bookseller, is remarkable for several reasons:

First: it is in beautiful condition.

Second: it shows how early letters were addressed and mailed: in this case, the letter was folded several times, blank side out, and was addressed and sealed on the blank surface. There was no separate envelope.

Third and fourth: it is a commercial document, but unlike most of its kind, it is a very amusing one. Read asks Young to bind several of his books: “I wish you would have my Copy of Br. Horne done up, at your Leisure, like the Buchan which I send by my good Lad Johnny Barron, so that I may, at a future Day (if a man of 74 years & 5 mos. may presume on a day to come) when dry, have it neatly bound. . . . I find, in this request, the Force of Habit. I am Selfish. Pope said truly, ‘Self Love’s the ruling Passion still in all.’

I am grown a Recluse. I wish to see the Bishop in his American Dress. Can you contrive me a Look at him?

I hope the Dictionary of my Favourite Brown will also appear, shortly, from your Press.
My best Respects to good Mrs. Young. Tell her she must not spoil your dear Children, either by Severity, or by too fond Caresses."

Letter

In 1859, Johnnie Small of Portland, Maine wrote this most surprising letter to his friend Teddy. He first writes rather melodramatically of his homesickness: "I can't seem to think I have settled down for life. It don't seem to me that I am not to have any more good times with my friends at home. . . . I want to get out on the stage again and shout . . . and what is more I'll be damned if I won't. I shan't be tied down to this place as long as I live that's certain. . . . You mustn't think that I am homesick . . . ."

Letter

This letter provides an amusing glance at an age-old subject. In 1819, Alden Seaver of Albany, New York writes to his friend Mr. Peekham of Catskill. After dispatching some commercial business, he engaged in a little matchmaking: "One Word to the fair sex which so much bewitches and attracts our attention. A female of virtuous Character, of Good acquirements — affability of deportment — A slender waste a good figure, a cheek assimilated to a Vermillion hue and with all an affectionate dear little creature — such an one I could wish to be your partner. Such an one (if rich) tender my compliments and best respects accompanied with a smart Kiss."

Calling Card

"I am C.R. Powers. Who the devil are you?" – complete with a picture of a little devil.