Digitizing the Brooker Collection: From Dower to the Dow

Laurel Davis
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Boston College Law Library
Daniel R. Coquillette Rare Book Room
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Curated by:
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The law library is deeply grateful to Robert E. Brooker III for donating this collection, which has been a wonderful asset for research and for teaching legal history. Many treasures await researchers, who will be aided by the accessibility and searchability of the digital counterpart to the print collection.

The digitization of this collection began years ago with the collaboration of the previous curator, Karen Beck, and the digital projects team in O’Neill Library. We are very thankful to the many people who contributed time and energy over the years to ensuring that the 2,306 documents were beautifully digitized. Special thanks go to: Naomi Rubin, Digital Imaging Assistant, who scanned every single item with the greatest of care; Elizabeth Post (Head Librarian, Digital Repository Services), Chris Mayo (Digital Production Librarian), Adam Jazairi (Digital Library Applications Developer), and Bill Donovan (Digital Imaging and Curation Librarian) who all gamely wrestled with the complex technical side of a complicated collection, putting a tremendous amount of time and thought into the mechanics of ingesting the images and metadata and ensuring that the digital collection is beautiful and easily accessible for patrons.

In the law library, Helen Lacouture and Nick Szydlowski provided invaluable assistance with the metadata workflow and creation; former law library assistants Dorothea Rees and Kelli Farrington spent hours deciphering challenging handwriting in order to write descriptions and document relevant names, dates, and places; and Lily Dyer designed the beautiful catalog cover and created the exhibit webpage.
The centuries-old deeds, indentures, litigation documents, and financial records contained within this fascinating collection of over 2,300 documents allow us to witness legal history in action. They also provide a direct line of sight to the experiences of ordinary people with the law, including women signing away their dower rights; overseers of the poor contracting out young people as servants and apprentices; and litigation before justices of the peace.

When Robert Brooker donated this collection to BC Law in 2004, a plan to digitize the materials was put into place, initiating a long-time collaboration between the BC Law Library and the digital projects team in O’Neill Library on main campus. The resulting project took years of cooperation, coordination, and hard work: obtaining high-quality scans of the 2,306 documents (often with multiple pages and various attachments); creating the metadata for each item—description, dates, place names, and people’s names—that make those scans useful to users; and a huge amount of technical work to make the scans and descriptions easily viewable by and accessible to users. We are very proud of the resulting digital collection (accessible through the
Robert E. Brooker III began collecting as a child with the encouragement of his grandmother, a rare book and manuscript dealer. The focus of the Daniel R. Coquillette Rare Book Room on ordinary, working lawyers made us a natural home for his collection; various items have been used in exhibits and class presentations since Mr. Brooker’s generous 2004 donation. Mr. Brooker currently lives in New York but has long-time ties to Boston. He was formerly an Overseer of Boston College Law School; he received his BA from Harvard College and his MBA from Harvard Business School. In addition to being an active real estate investor, Mr. Brooker owns WIN-911, an Austin, Texas-based software company that is the world’s most widely used alarm notification platform in industry and the Industrial Internet of Things.
The term “indenture” refers to a formal written instrument creating an obligation or covenant between two or more parties, such as deeds, leases, or servitude agreements. The term arose from the jagged, tooth-like (hence, “indenture”) or scalloped edges that once were a defining feature of these types of documents. The deed or other type of indenture would be copied twice on the same piece of vellum or paper and then cut apart in a wavy, jagged, or scalloped pattern; each party would seal the copy going to the other party before witnesses. Later, should a dispute arise, they would be required to produce evidence of their claims. If the edges fit together like puzzle pieces when reunited, the parties’ documentation could be deemed authentic. Indentures often are beautiful documents with gorgeous handwriting and ornamentation.

At least 37 documents in the Brooker collection have the indenture along the top. Most are deeds; one is an indenture of servitude. Of the ones
that we have identified, most are from New York (19) or Pennsylvania (17). None are from New England.

Deed of Property from Cornelius and Idah Hoornbeck to Samuel Hatch. Shawangunk, NY, 1795. #2537★

This 18th-century New York deed features a lovely scalloped edge along the top and beautiful handwriting. Idah Hoornbeck signed her name next to her wax seal, while Cornelius made an “x” as his mark, indicating that he could not write. The Hoornbecks and Hatches appear in multiple deeds throughout the collection.

Deed of Property from Dr. Peter Shoenberger and Wife Sarah to Sons George and John Shoenberger. Warriors Mark, PA, 1836. #0380★

Dr. Peter Shoenberger, the grantor, was a Pennsylvania iron magnate known as the “Iron King”; his heirs eventually would sell the family business to U.S. Steel.
The Overseers of the Poor

The Overseers of the Poor were town officials charged with providing public aid—for food, medicine, clothing, lodging, etc.—to those in need. They also administered town almshouses and workhouses, where the poor could find a bed, the latter option requiring labor in exchange. Town Overseers and almshouses eventually disappeared with the rise of federal and state social services.

[Pay up!] Record of Letters Sent by Constant Freeman of the Boston Overseers of the Poor to Various Towns. Boston, MA, 1799-1801. #1112

Freemen served as Master of Almshouses for the Boston Overseers, which had been established by a colonial act in 1692 and modeled on the English poor relief system. One of his duties was seeking reimbursement for expenses incurred by Boston in boarding, feeding, and otherwise caring for residents of other towns. The determination of which town a person “belonged to” was often a point of contention and was dictated a complex series of statutes called “settlement laws.”
[They belong to you!] Account of Boothbay with Bristol for Expenses of John Brewer & Family. Bristol, MA (now Maine), 1817. #2078

Brewer is described as “a pauper belonging to said Boothbay,” meaning that the town of Bristol wanted reimbursement from the Brewers’ own town for any poor relief rendered. This itemized account includes charges for supplies, wet-nursing services, a coffin, digging a grave, and medical care, all provided by various townspeople of Bristol.

[Reimbursing local residents] Order to Pay Solomon Wright for Boarding and Nursing Town Poor. Wilbraham, MA, 1822. #1241

Town Selectmen and Overseers sometimes provided direct support through in-home relief or the almshouses. At other times, they reimbursed other town residents for providing food, lodging, or medical care to those in need. This draft ordered the town treasurer to reimburse Solomon Wright for boarding and nursing town poor.
Indentures of Servitude & Apprenticeship

Indentured servants and apprentices were an important part of the colonial and early American economy. Unlike enslaved people, those bound by indentures had a timeline on their servitude. The indentures in our collection all involve orphaned or poor children bound out to masters until age 18 (typical for girls) or 21 (typical for boys). All involve town officials like the Overseers of the Poor placing the child with a master, who would have been vetted in some fashion, in order to relieve the town of the financial burden of support. In exchange for money and/or labor, the master agreed to provide food, lodging, education, etc., as required by law or town officials.

[A suit and a bible] Indenture of Apprenticeship for Benjamin Evans between Town Overseers of the Poor and Nicholas Hoffman. Shawangunk, NY, 1799. #2019 (image above)

The line between apprenticeship and servitude was fuzzy. This indenture refers to four-year-old Benjamin Evans as a “pauper apprentice” to Hoffman, but no trade is noted. By the terms of the indenture, Evans was required to “well and faithfully serve [his master] in all lawful business”
in exchange for “meat drink apparel washing and lodging” and instruction in reading and writing. The verso of the first sheet, which can be viewed in the digital collection, dictated that Hoffman provide Evans with a suit and bible when his indenture ended at age 21.

[No cards, no dice!] *Indenture of Apprenticeship for William Wilson between Wilson, the Bristol Selectmen, and Robert Hanley, Mariner. Bristol, MA (now Maine), 1806. #0922*

Fourteen-year-old orphan William Wilson bound himself out as apprentice until age 21 to Hanley, a mariner, with the approval of the town selectmen. William agreed to serve and obey Hanley and promised not to “play cards, dice, or any other unlawful game.” Hanley agreed in turn to teach William the mariner’s trade, as well as how to “read, wright [sic], and cypher as far as the Rule of three,” and to provide food and lodging. At the expiration of the contract, he was to provide William two suits—one for the Lord’s Day and one for work. William signed for himself with an “x.”

[Daughter of a poor person] *Indenture of Servitude for Ester Truden between Town Overseers of the Poor and William Sessions, Yeoman. Wilbraham, MA, 1832. #1099*

Ester, age 11, was the daughter of a poor widow who could not support her. The Overseers bound her out as a domestic servant to Sessions, a yeoman farmer, until age 18, in exchange for food, lodging, and clothing.
Ester was to attend school and be taught how to “read, wright, and cipher.” Sessions also agreed to provide her with suitable clothing and a good bed at the end of her term of service. He signed at the bottom, along with two Overseers. Ester’s mother did not sign. The Overseers may have been exercising their significant authority to remove children from homes that they deemed unsuitable, even over her objections.

Wives, Widows, and Spinster

Women appear regularly throughout the collection, in practically every category of document from deeds to wills to business and litigation records. In the vast majority of instances, these women are specifically identified in relation to the men in their lives—as wives whose legal identities were subsumed by their husbands under the doctrine of coverture, or as widowed or single women who could (if not enslaved or indentured) hold property and enter into contracts in their own names as females sole (“women alone”).


Clarissa Porter is not listed at the top of the deed as a grantor alongside her husband. Her name first appears at the very end, as she relinquishes her right of dower in the property being transferred. Also of interest to those of us who drive around Newton near the BC Law campus: the
purchaser William Kenrick ran a family nursery business—the largest peach orchard in New England—started by his father in the late 1700s. Nearby Kenrick Street is named for the family.


The widow Hannah Bradly’s deed to her beloved cordwainer (shoemaker) son and inn-holder son-in-law is the oldest deed in the Brooker collection. Next to the red wax seal at the bottom, Hannah signed with her mark, an “H.” Her name is spelled in multiple ways throughout, common during this era.
[Spinsters] Deed of Property from Sarah Foord, Spinster, to Winslow Thomas. Bridgewater, MA, 1791. #0947

Stamped with the now derogatory term “spinster” after reaching a certain age, single women could transfer property and enter into contracts like widows. However, unmarried women had few options available to earn income and thus were particularly financially vulnerable. The property description in the deed explains that Sarah inherited this nine-acre tract of land from her mother.

Dower, or the Power of Third

Dower was the right of a widow to a life estate in one-third of the real property owned by her husband. In the world of coverture, before the rise of married women’s property acts, dower was a married woman’s most significant property right. It was often a widow’s only protection against destitution . . . and the need to rely on her town for poor relief.

[“Power of third”] Deed of Property from Jonathan and Hannah Welch to George Brown. York County, MA (now Maine), 1801. #0039

Deeds are where women appear most frequently in this collection. The typical scenario? She signed as the grantor’s wife in order to relinquish
her inchoate right of dower in the property that her husband was selling. In the final paragraph, Hannah Welch, wife of grantor Jonathan Welch, relinquishes her “right of Dower or power of third” in the described land. The Welches could not read or write, so both signed with an “x.”

[“Separate and apart from her said husband”] Deed of Property from John and Ann Vansant to Charles Vansant. Bensalem, PA, 1851. #0525

Some jurisdictions required that the grantor’s wife be questioned alone to ensure that she actually consented to the transaction and dower relinquishment. This Pennsylvania deed includes language from justice of the peace Jesse Webster certifying that he questioned Ann Vansant apart from her husband and confirmed that she was acting of her own accord.
[To take or not to take] Last Will and Testament of Jeremiah Anderson. Ware, MA, 1777. #1563

A widow could elect between a more generous devise in her husband’s will and her dower right. Her decision involved some strategy as widows took their dower share—but not a bequest in a will—before creditors. Jeremiah Anderson’s wife Isabel would have needed to consider his financial state at the time of death in order to decide whether to take under this will (which gave her personalty and all farm income in addition to 1/3 of his real estate) or sue for her dower.

Parents & Children

The joys and struggles of parenting are as evident in this collection as they will be to researchers of the future looking back at us in 250 years. Parenting strategies and norms certainly have changed, and laws governing parents and children have evolved, but the fundamentals have remained the same. Most parents loved their children and tried to ensure
their future happiness and stability; many parents also struggled to provide for their children in the face of economic and social forces that often were beyond their control.

**[Paternal love and affection]** *Deed of Property from Samuel Thurston to John Thurston. Winchendon, MA, 1806.* #0228

Samuel transferred this tract of land to John as a gift, “in consideration of the love and affection I have for my son . . . and for his advancement in the world.”

![Deed of Property from Samuel Thurston to John Thurston. Winchendon, MA, 1806. #0228](image)

**[Orphans with mothers]** *Deed from the Guardian of Widow’s Children to David Cobleigh. Templeton, MA, 1829.* #0280

This deed states that the grantor of the property is the guardian of two children of Moses Wright, deceased. We have another 1829 deed (#0279, stored right next to this one) that transfers property held by right of dower from Hannah Wright, widow of Moses Wright; that deed also says that she was administratrix of Moses’s estate. So why wasn’t Hannah,
apparently still alive and well, not the one transferring this property on behalf of her kids? Widows could not be guardians of property for their own children. A male guardian was appointed to manage the property, though children typically remained in their mother’s physical custody. Law dictionaries and cases into the early 20\textsuperscript{th} century primarily defined orphans as fatherless—not parentless—children.

[Newborns and almshouses] \textit{Letter from Constant Freeman of the Boston Overseers of the Poor to Town of Roxbury. Boston, 1801.\#1333} ✪

This is one of a mere handful of documents in the collection that references a person’s race or color (see next section). Freeman, who was Master of Almshouses in Boston, sought reimbursement from the town of Roxbury for expenses related to the care of “Diana White (a Negro) . . . and Diana her child, who was born the day before she came into our Almshouse, delivered by our Doctor (John Fleet).” It is hard to imagine that Diana was not in significant physical and/or emotional distress when she arrived at the almshouse with her newborn daughter one day after giving birth.
The In(Visibility) of Race and Color

Designations of a person’s race or color are very rare in the collection, making it difficult to gain insights into the individual experiences of people of color through the documents. We identified only three documents that mention a person’s race, including the Overseers’ letter regarding the almshouse expenses of Diana White, described in the previous section. Certainly more examples are present in the collection, if less visible. For example, unless one happened to recognize his name and handwriting, it would be easy to overlook a deed written and witnessed by Robert Morris, the country’s second African American lawyer. We welcome any additional insights and information that could help enrich our descriptions in the digital collection.

[“I give her my negro servant woman Pamela.”] Last Will and Testament of David Shelton. Plymouth, CT, 1817. #0791

In a move that illustrates the very different realities often experienced by white women and women of color, Shelton bequeathed the “negro servant woman Pamela” to his wife, Elizabeth. Pamela may have been an indentured servant with time left on her indenture; it is also possible that she was enslaved. “Servant” was often used as a synonym for “slave.” Connecticut passed a gradual abolition statute in 1784, but that law allowed the continued enslavement of many people (including anyone
born before 1784) for years beyond that, with slavery documented in the state until 1848. See David Menschel’s article “Abolition Without Deliverance” for more.

[“A Negro man name unknown”] Complaint by John Hasey, Alleging Entry into Dwelling with Force and Arms. Bristol, MA (now Maine), 1818. #1029

John Hasey accused five named men and “a Negro man name unknown” of violently entering his family’s home on the “Lord’s Day.” Hasey’s curious complaint describes named defendant Daniel Thompson cursing at the unnamed African American defendant and calling him a devil; they apparently left after some insults were exchanged and Thompson brandished a pistol. Who were they, and why were they there? Was the unnamed man a willing part of the operation if he was being cursed by his partner in crime? We likely will never know, but it is an enticing story.

[Finding the 2nd African American lawyer in the Brooker Collection] Deed Written and Witnessed by Robert Morris. Chelsea, MA, 1859. #0619

Robert Morris, the second African American lawyer in the country, wrote and witnessed this deed, the second page of which features his signature in two different places. Morris’s portrait is used courtesy of the Social Law Library in Boston.
The signature at the bottom shows that Morris was serving as a justice of the peace at the time.

Morris practiced law in Boston from his admission to the bar in 1847 until his death in 1882. Known for his civil rights activism and criminal defense work, including his representation of alleged fugitives under the Fugitive Slave Act, this deed shows that Morris also handled transactional real estate matters.

For more on Robert Morris and his many achievements and contributions, as well as information on his fascinating personal library, held by BC’s own Burns Library on main campus, scan the QR code to see our Spring 2017 exhibit on Morris and his books.

![QR Code](image)

**Going to Court . . . Or the Justice’s House**

*Litigation documents*, including writs, summonses and subpoenas, depositions, and recognizance bonds, comprise about 20% of the Brooker
collection. Many of these documents are from disputes litigated before justices of the peace, citizens (usually untrained as lawyers) who adjudicated lower-dollar civil disputes and less serious criminal matters. They typically heard cases in their own homes. Other records are from traditional state courts such as the Massachusetts courts of common pleas and the New York Supreme Court of Judicature.

[Attach the goods or take the body] *Writ & Promissory Note in Action to Collect Debt. Newcastle, MA (now Maine), 1808-09.* #1621/#1831

Writs of attachment and capiases—which ordered the sheriff to attach the goods or estate of the defendant or to arrest them if there were no such assets—are the most common litigation documents in the collection. And this particular type of action, to collect on an unpaid promissory note, is typical. The writ orders the sheriff to deliver defendant John Nickels to the dwelling house of the presiding justice of the peace, Robert Huston, to answer to complainant John Borland.

[Hurling insults and tobacco] *Decision on Complaint of William Banton against Daniel Elliot. Bristol, MA (now Maine), 1806.* #1036

In one of the more colorful cases within the collection, complainant Banton alleged that Elliot spat tobacco in his wife’s face while hurling insults at her, after insulting and hitting Banton himself with a stick. Justice of the peace Robert Huston (whose name appears many times in our metadata) found Elliot not guilty. The associated complaint is also in the collection (#1025). ✤
New York state law did not grant women the right to serve on juries until 1937, so defendant Elizabeth Mills would have faced an all-white, all-male jury. Even after the ratification of the Reconstruction Amendments between 1865 and 1870, it would be 1880 before the Supreme Court ruled that men of color had the constitutional right to serve on juries, with pernicious educational and property qualifications still allowed (*Strauder v. West Virginia*). Only in 1975, with the U.S. Supreme Court’s decision in *Taylor v. Louisiana*, was it held unconstitutional to exclude women from juries.

### From Main Street to Wall Street

**Changes in the American economy** can be traced from the early receipts and merchant account records that reflect a largely local, rural economy to the fifty late-19th/early-20th-century stock certificates of corporations like Laclede Gas Light Co. and Wisconsin Edison Co. that represent the rise of an urbanized, industrialized national economy.

This item lays out Amos Prince’s expenditures for sewing supplies with Mrs. Hannah Batchelder, an apparently married woman running her
own business. Was she operating unofficially as an independent trader despite the laws of coverture? Was she a widow? Or was she a *feme sole trader*, a married woman with special permission to engage in business on her own account? Prince settled the balance he owed to Hannah through Mary Batchelder, perhaps Hannah’s daughter or sister-in-law.

![Image of handwritten document]

[Brooklyn grocery firm] *Partnership Agreement to Form the Grocery Firm John & James Van Nostrand & Co. Brooklyn, NY, 1839.* #1115*

The Van Nostrands were an old New York family with roots in Holland. Three signatories here—John James, James, and John—were some combination of father and sons/siblings. Along with a fourth partner, Harman Westervelt (a lawyer with offices at 52 Wall Street), they formed a successful wholesale grocery business in Brooklyn. James Van Nostrand also served as president of the Merchants’ Exchange Bank of New York.

* [An original Dow company] *Stock Certificate of Laclede Gas Light Company. St. Louis, MO, 1892.* #1967*

Charles Dow started tracking stocks in the early 1880s on Wall Street. In 1896, when he and his partner Edward Jones created the Dow Jones
Industrial Average, the Laclede Gas Light Company was one of the original 12 companies that comprised the index. The star-shaped punch holes indicate that this particular certificate—which, before the digital age, evidenced the owner’s equity interest in the company—was canceled when Frederick Gilbert Bourne (a Gilded Age capitalist himself) sold his shares.

Military Service

Records relating to military service constitute a small but fascinating subset of documents in the Brooker collection. Two documents, both described here, illustrate how those with the money to do it could avoid service by paying a commutation fee or paying for a substitute. Multiple items in the collection also shed light on the role of state militias, which
featured more prominently in national defense before the rise of our modern, professionalized, standing United States Armed Forces.

**Our longtime digitization project** included creating metadata for all of the names that appear in the collection’s 2,306 documents, in addition to places, dates, genre terms, and concise descriptions. For each of those digital records in our online catalog, the names are linked, allowing a patron to pull together, with a single click, all documents that mention a specific person such as Constant Freeman, who signed the Fort Pickering order below; he or a relative with the same name would later serve as the Master of Almshouses in Boston—see Cabinets 2 and 6. This rich metadata, combined with the searching and linking capability of the online collection, allows researchers to make connections that otherwise might be difficult or impossible to spot.

**[Serve or pay]** *Receipt for Commutation Payment for Exemption from the Ohio Militia. Warren, OH, 1865. #1120*

The Ohio Militia Law of 1864 required all able-bodied, white, male citizens between 18 and 45 to enroll in the state militia or pay a $4 commutation fee. By the time G. S. Pillsbury paid this fee, the Civil War was over, but it allowed him to avoid regular drills and inspections.
**[Substitution agreement]** Agreement for Peyser, Drake & Co. to Recruit a Substitute for Amos Pike. Portsmouth, NH, 1864. #1824†

Pike agreed to pay Peyser, Drake & Co. the steep fee of $875 (over $14K in today’s dollars, using the Consumer Price Index calculator) to procure a substitute for service during the Civil War. Grover Cleveland and John D. Rockefeller, along with many others, also paid for substitutes.

**[Revolutionary War Veteran]** War Department — Revolutionary Claim for Pension. Worcester County, MA, 1834. #1108†

John Thurston of Lancaster, MA served as a private in the Continental Army during the American Revolution. Here, he certifies that he’s a veteran entitled to an annual pension.

**[Patching up a Salem fort]** Order for Window Glass and Putty for Public Use at Fort Pickering. Salem, MA, 1796. #1123†

Constant Freeman signed this order for supplies for use at Fort Pickering, described by the city of Salem as a “strategic coastal defense post and military barracks . . . from the Anglo-Dutch Wars up until the Cold War.” Fort Pickering finally closed as a military outpost in 1976. Freeman (or perhaps a father or son with the same name) appears in the exhibit a few years later as the Master of Almshouses in Boston.
Sources


