

The strange saga of an old public school for blacks

The first public school for black students here was first a white school, then a smallpox hospital, then a house, and finally, a place of learning again.

There's nothing left of it, and no marker to show just where it was or what it meant to the community.

But back before the Civil War, there was a small school house near the old church on Randolph Street. It was the first school here known as the "Central School." It was built in 1819, abandoned, sold, used as a house, abandoned again, and after a few twists and turns, used once again as a school.

During the war, for a few months, what had been the Central School became a smallpox hospital.

It was then sold to a woman who said she bought it as an investment with money she'd saved from her job as a "matron" at Rockbridge Alum Springs.

After the war, the Freedmen's Bureau rented the building for use as a school for black children.

And while the Bureau was running that school, the community it served was raising money to ensure there would still be a school for black children once the Bureau was gone.

There is not much of a paper trail documenting those fundraising efforts. There is one small piece: a bill from September, 1868. It's for 16 dozen eggs, three pounds of sugar, 2 1/2 pounds of raisins, and \$3 worth of candy that were apparently used to raise money.

And there are some notations in an old ledger: "February 19, 1873, Proceeds of festival: \$75.

When the Bureau left town, the little building was sold to a man who had moved from Augusta County to West Virginia, and he sold it for use by the "colored citizens of Lexington" as a school. And it continued to be used for that purpose until Lylburn Downing was built.

The whole story of the school is nearly impossible to put together.

But some pieces of it are contained in the old records of the courthouse.

James Dorman owned the old school property after

it was abandoned as a school for white children. But in January, 1860, he sold it to the mayor and town council "during the prevalence of smallpox in the Town of Lexington ... for a hospital."

The folks who were quarantined in the hospital were a "Mr. Hillis" and his whole family. They "had had the small pox, and he would not remain in it, for nobody would go to see him," said one witness. So, in October of the same year, with the smallpox epidemic apparently under control, the property was sold to the church next door, which almost immediately sold it to William Rhodes and several others. (One of Rhodes' partners in the venture was the mayor.)

The partners didn't keep it for very long — just long enough to sell it to Jane Cobb in 1863 for \$850, and long enough to be sued.

When the partners sold it to Cobb, it was occupied by a blacksmith, a man named Peyton Suthard. He sued in an attempt to overturn the sale. He won an injunction, but lost the battle.

Suthard claimed he was lured to town "at the urgent solicitation" of Rhodes, a carriage maker, "who said he felt bound in gratitude to do something for him and his daughter, the half-sister of [Rhodes]. Suthard had married Rhodes' mother after her husband died, and helped rear her children. Before moving to Lexington, Suthard was living in "the lower end of the Valley, and was doing as well as could be expected with his very moderate means."

Rhodes moved Suthard and his family into the old school, which he described as "a small one story house with but two rooms, one fireplace in one of them, and a few outdoor conveniences. The garden was grown up with brush, the fences were ready to fall down." The house had been a school.

"About the time the war broke out," Suthard said, he was ready to go back home, but Rhodes talked him into staying and gave him a job as a collier. Suthard said he had no special skills for that line of work, but burned, with the help of "two of three" slaves, several piles of wood — 300 cords of all — to furnish James Senseny's blacksmith shop next door with charcoal. (The 300 cords made about 200 bushels of "very indifferent" charcoal.

Suthard thought he had a verbal agreement with Rhodes to stay in the house for a year. But Rhodes and his partners sold the property to Jane Cobb, and Suthard was none too happy about it. "[It is] a hard blow indeed to be now turned out of doors in his old age when the enemies of >

the country now occupy the land from whence he came and it is impossible for him to return.”

Cobb purchased the property in March, 1863, with her friend, Edwin Porter, who had managed the Lexington Hotel, acting as agent. She was, at the time, “a total stranger” to William Rhodes and Suthard. Her sole purpose, she said, was to make a safe investment of a small surplus she had saved from her earnings as “Matron” at the Alum Springs.”

It wasn’t the most desirable piece of property in town. It was described at the time as “being located upon one of the back streets of the Town of Lexington and adjoining the lot of the M.E. [Methodist Episcopal] Church and burying ground, with a large stable lot and stable in front of it.”

Not much is known about Cobb, but there’s good reason to believe she was the daughter of Jane Garland, of Amherst County. Garland was apparently pretty well off. She owned several slaves, Tom, Betsy, Eliza, Amanda, Martha and her two children, George, and Lucy, who was nine at the time of Garland’s death. Those slaves, and some cash, she left to her several children and grandchildren with one exception, Cobb, to whom she left \$200 “which I place in the hands of my son, Samuel, to be expended by him as she may desire.” (The will is dated May 5, 1853.)

When Cobb bought the old school property in Lexington, there is good reason to think that she lived here. (She had been working at Alum Springs.) Just when she left is unknown. But by the time she sold the old school after the Civil War, she was living in New Jersey.

As for the man who bought the old school from her, there is good reason to believe he was originally from Augusta County. Beyond that, there’s little that can be found about him. And just when he left for West Virginia is not known. But at the time he sold the old school house, he and his wife, Louise, were living in Jefferson County, West Virginia.

The deed, from early 1873, is from N. C. and Louise Brackett to “Harvey Harper et. al, Trustees for the Colored People of Lexington.” The sale price was \$1,500.

In the deed, the property is described as “known as Central School House and bounded as follows: on the

northwest, by Randolph Street; on the northeast, by the lot of the Methodist Episcopal Church; on the southeast, by the lot of R. L. White, and on the southwest by the William Kerr lot; said lot is believed to front on Randolph Street sixty-four feet, it being the same lot conveyed to N. G. Brackett by Jane Cobb in the year 1867.

When he sold the property, Brackett included the following notation, dated February 23, 1876:

I hereby acknowledge that in purchasing the building commonly known as the Central School House in Lexington ... from Mrs. Jane Cobb, of the State of New Jersey ... I made said purchase as an agent on behalf of the Freedmen of Lexington and its immediate neighborhood for the purpose of said house being used as a Freedmen’s school house and to be deeded to certain colored men in Lexington in trust for the above mentioned purpose as soon as arrangements can be made for their being incorporated, and I still further acknowledge that it shall be held and used for the educational interests of the colored people, but it is expressly provided that it shall not be controlled or especially in the interest of any church or sect. Said trustees shall have the right to sell, lease, or use said building and lot in any way that the majority of the colored people of Lexington may decide. ...


Just how the Bracketts knew Jane Cobb was interested in selling the land is not mentioned in the court papers. Nor is Cobb’s interest in having the property used as a school. Nor is the connection Brackett had with Lexington.

There are some hints of it in a suit filed over an internal dispute among the school house’s trustees.

What brought the dispute to a head was one of the trustee’s doing some work on the building, and getting paid for the work with school funds, without permission of the whole board.

Some members of the board were convinced the trustee — a carpenter — was lining his pockets for work that was never approved or put out for bids. Beyond that, they worried that adding a wooden second story onto the wood frame building, as was proposed, would be unsightly and raise the cost of providing fire insurance. And, they said, “At least two-thirds of the colored people of Lexington are

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opposed to such a change & so-called improvements.”

The disgruntled board members included Sanford Lyle, Henry Douglas and Jonathan Moore. They sued other members of the board, including Harvey Harper, “in their own right and as a committee of colored citizens of Lexington.” The suit originally included David Kennedy as one of the plaintiffs. But he disavowed it, and the suit was refiled.

Portions of the refiled suit, slightly edited, read as follows:

One David Kennedy, a trustee of the Central School House property, has by petition stated that he was made a party without his consent or authority. This statement of David Kennedy is wholly untrue. ... [But we] now ask that David Kennedy now be made a defendant.

[We] further show that we have learned during the last few days several matters of fact important in their baring, and [we] charge that upon [our] best information and belief that the purchase money of the Central School house property was obtained and acquired by the exertions, efforts, and labor of the colored people of Lexington during a series of years, and the whole of the sum of \$1,500 paid to N. C. Brackett was so acquired and make a small proportion of no more than \$200, which they are told was contributed by some benevolent association in Massachusetts. But so far as Brackett is concerned, he has received every dollar of the full consideration in his deed.

Prior to December, 1872, the date of said deed, the colored people of Lexington were in possession of the said

property under a contract of sale, and managed the same by and through trustees appointed by themselves, consisting of Parry McCluer, Lylburn Downing, and others.

Then, without authority or knowledge of the colored people of Lexington, William Drummond undertook in January 1873 to send a check for \$100 to William Brackett as a final payment of the purchase money and procured the deed in which the names of the trustees were inserted without nomination by or the consent or approval of the beneficiaries of said trust, or of lawful trustees. The old trustees were ousted and their new set constituted by some private arrangement and management wholly unknown to the public. [We] are advised that N. C. Brackett had no right to select trustees for the colored people, nor had any small coterie of colored managers, especially without the consent of the old trustees who were appointed by the colored people generally.

[We] filed [our] petition in this cause at the October term, 1877, asking for the removal of the trustees named in the deed from Brackett. [We] show that Horace Abrams is a non-resident and may be removed. [We] also show that it is wholly unusual and improper for William Drummond to occupy a position as trustee and treasurer and at the same time paying himself on his own vouchers as sole contractor for a contemplated improvement at a cost of more than \$703, and that this is good cause for his removal.

[We] also show that the other trustees, D. Kennedy and Samuel Edmondson have shown themselves unworthy of their trust by their vacillation and weak and contradictory >

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action in this suit — and [we] also say that Eli Abner and John Jones have not the requisite business capacity and knowledge for such a trust. [We] further show that the action of the trustees mainly directed by William Drummond and H. Harper has been unsatisfactory to the colored people, that the accounting has been kept loosely, that no annual accounting before a Commissioner has been made as required by law.

[We] therefore, on behalf of the colored people of Lexington, nominate to the court for the position of trustees Parry McCluer, Lylburn Downing, Wm. Washington, Lewis Hughes, Samuel Alexander, Dock Abraham and Sanford Lyle, men of property and standing and possessing the confidence of the colored community of Lexington. [We] also file a petition signed by 59 colored citizens asking for the change.

[We] also are advised that the terms of the deed from Brackett, prepared as it was without the direction of the colored people who bought and paid for the property, still expressly reserves the right to “the majority of the colored people of Lexington to direct its use, lease, or sale” — that this is a well defined trust and power which cannot be set aside or varied.

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Drummond’s answer reads, in part, as follows:

It is true that he is one of the trustees to whom the property known as the Central School House was conveyed by N. C. Brackett and wife, that he has acted as treasurer for the board of trustees and for and in behalf of the colored people of Lexington and vicinity, and all of his transactions in this capacity have been fair and open and always accessible to the inspection of any person — that in the early part of the year 1873 the chairman of the board of trustees, through notices given in the different churches of the colored people, called a public meeting to hear the report of the treasurer and the report of the trustees as to how they had used the trust funds and in general to receive an account of the stewardship of the trustees. This meeting was held in the Central School House and was largely attended by the colored people, there being present at least 200 persons. This meeting was called as soon as practicable after the reception of the deed to the property by the trustees mentioned in the deed, and your respondent [Drummond], in order that the deed might be obtained as soon as possible, advanced some forty or fifty dollars on the past payment for

which he never charged any interest though he was not reimbursed until long afterwards. At this meeting, [Drummond] never heard of any objection to his account in any shape or form.

[Drummond] has never charged a cent for his services as treasurer nor for the trouble and time he has expended on behalf of this property, but has devoted much of his time and expended much of his labor and given much of his means to erect and build up this property in order to have a good house for the benefits of the colored people. [Drummond] believes that it is necessary to have a new story on the building now used, and that there are many other much needed repairs to the property to make it a good and comfortable school house suitable to the accommodation of the large number of scholars occupying the building. It is conceded by everyone who knows anything about the building that a new roof to the building is essential to the preservation of the property and the comfort of the occupants and such has been the case for some time. In addition to this, the basement, which is now used as a school room, is exceedingly damp, being below ground except at the back entrance, thus being extremely unhealthy, so much so that the female teacher who taught there last year refused to teach there again this year on account of the dampness and unhealthiness of the room. The number of scholars in attendance on this school makes it necessary to have two rooms at least, requiring this basement to be used, as there are only two rooms in the building. There are now about 120 or 130 pupils in attendance.

All of these facts have been discussed for a year or two by the school trustees and the trustees, after a full discussion, determined it would be wise and judicious to have another story added to the building, to have the roof removed and a new one put over the house, and other repairs made which were much needed, but were unwilling to encumber the property by any liens, or to create any debt of any considerable amount which would have to be paid by the colored citizens at large. Consequently, at a meeting of the trustees held in the month of June last, [Drummond] exhibited to the meeting a bill of what he would do this work for.

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Drummond agreed to do the work for \$656.18, and said the trustees agreed to give him the money he was holding as treasurer, along with eight years’ worth of the \$50

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rent paid by the central district school board for use of the building. (At the time, each magisterial district in the county had its own school board.)

Drummond said that his being willing to do the work partly for credit was “solely on account of the interest he takes in the building up of this property and the desire which he has to see his race have some opportunity of becoming educated and elevated. He believes that the price demanded for his work is the lowest it can possibly be done for under the circumstances, and much lower than he would undertake it for any other party or purpose.”

He went on to say he wouldn’t bother defending himself in the suit had he not already gone to the trouble and expense of making the door frames and completed the frame work for the second story.

To sweeten the pot a bit, Drummond agreed to fix the chimney and patch the roof free of charge the next time the children were on vacation, provided he be allowed to do the rest of the work he’d planned during the following summer vacation.

John Jones, one of the other defendants in the suit, had a very different take. During one of the public meetings that Drummond claimed had authorized the work, Jones said, Drummond said the “public should have nothing to do with it,” and that it was wholly a matter for the trustees to decide. And when the trustees decided, Jones said, there was only a handful, not a quorum, present.

Subsequently, there were several meetings, and minutes of at least some of them still exist.

At a meeting of the colored citizens of Lexington held on August 27, 1877, to take steps to prevent Wm. Drummond from working on the Central School House Property, as he is proposing to do, without directions or authority from the colored citizens, a committee of three, consisting of Sanford Lyle, John Moore & Henry Douglas, was appointed to take steps as would prevent the house from being taken down.

Henry Beverly, Chairman, Charles Hance, Secretary.

At a meeting of the colored citizens of Lexington, held at the Central School House on August 31, 1877, the committee reported that they had obtained an injunction against the proceedings and work on the school house from the Circuit Court of Rockbridge, whereupon, on motion of Samuel Alexander, it was resolved that the report and action of the committee be accepted and approved and that the committee be continued and empowered to go on to do what they may deem best for the said public property.

The injunction didn’t stop the suit, and it didn’t do anything to fix the deteriorating conditions of the school, as the following pair of depositions, from March, 1878, make clear.

James Humbles: I think it is in a bad condition. The basement is damp and unhealthy. The shed roof, part of it is very much out of repair and looks as if it were going to fall down. The roof was very bad, but is in a better condition now since the repairs done to it last fall by Drummond. I think >

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THE BUILDING was not in good shape. In fact, it was accused of killing a student. But plans to fix it were quickly caught up in accusations of profiteering and self-dealing. It was eventually renovated, and continued to be used until Lylburn Downing School was built.

that a second story ought to be added to the building so that the school rooms can be moved out of the cellar entirely.

Q: From what you have heard and know of the condition of the cellar room, which is now used as a school room, state whether or not the dampness and unwholesomeness of which you speak is if such a character as seriously to effect the health of the pupils who are compelled to occupy it as a school room?

A: I am of the opinion that it is too damp and uncomfortable a place for a school room. The general impression is that the death of one of the pupils last fall is to be attributed to the unhealthiness of this room.

Edmund W. White:

Q: What is your occupation?

A: School teacher.

Q: Where do you teach?

A: In the central school house of Randolph Street since September last.

Q: State what is the condition of the building, and whether or not anything is necessary to be done with it to render it fit for the proper use and enjoyment of it by the pupils and teachers of the school?

A: I think the building needs repairing: the basement is damp and unhealthy, and so much so that a good many of the parents of my pupils have spoken to me about it as to whether it was a suitable place for children to come to as a school. They complain of them taking a cold, and one boy died this session of cold contracted, as is believed, in that room. The upper part of the building has been in a very bad condition, but Mr. Drummond has patched and repaired it and it does not leak so much now, I think another story ought to be added to it for the comfort of the scholars, who number about 140 to 150, and for their proper instruction an additional room is absolutely necessary, in addition to the fact that the basement is damp and unhealthy.

The injunction halting work on the school was soon dissolved, and there was another meeting of the trustees.

May 17, 1878: A meeting was called by Chairman of Trustees of Public School House on above date. The meeting was called to order by Harvey Harper & W. H.

Middleton elected secretary pro-tem. The object of the meeting as stated by the chairman is to make application for the remodeling of Colored Central School House, and it was agreed by a unanimous vote that the said application should be made to the town council to put a frame story on the present brick building and general repairs for the building.

Harvey Harper, Chair; Samuel Edmondson, David Kennedy, Wm. Drummond, W. H. Middleton.

May 17, 1878

To the Honorable Mayor and Council of the Town of Lexington.

Your petitioners respectfully represent unto your honor that by a vote of the majority of the Board of Trustees of the Central School House they have been ordered, with your permission, to erect a second story of wood on the brick walls of said building, and they not beg that you will permit them to do so. A second story to said building is a most important necessity, if you will consider the numbers of pupils not attending said school. One of brick would be better, but the state of our finances compel us at present to be content with one of wood.

Hoping you will grant the permission required, we remain yours respectfully, [The Trustees]

Council granted permission, and the trustees asked for bids to do the work. There was only one bidder, William Drummond. He had survived the attempt to remove him from the board, and agreed to do the work for \$717.45.

The entire set of specifications survives, and it reads in part:

To remodel the central school, namely to take down back shed of school house and take roof off main building and take off four course brick back and point...and relay to level up each gable end to be taken down to the square and leveled up. One chimney to be taken down. Four pillars to be built in the rear of building about two feet high and one foot square as a foundation for the frame portion which is to be added...A frame addition to be built the same height so the brick story and the width and length of the present shed, and a story to be put on top of the brick story and over the frame portion of the rear, making a room thirty-four ft. long and thirty-two ft. wide, the story to be ten feet high. The entire frame portion of the building is to be weather boarded....Front porch to be built to the upper story 12 feet high and six feet wide with a piedmont roof...

There are to be in the upper story eight twelve light windows to take in 10 to 14 glass.... Eight windows to be in the upper story, one window in each end of the frame...

With the work done, the Central District School Board agreed to increase the rent it paid for use of the building to \$75 per year.

Drummond was paid, and the school continued to be used until the fall of 1927.

Two of the last trustees of the old school building were Harry L. Walker and Dr. A. W. Pleasants. They were appointed in 1907. And both of them later helped lead the charge to build the old school's replacement, Lylburn Downing School. 