

The Residential Segregation of Baltimore's Jews

RESTRICTIVE COVENANTS OR GENTLEMEN'S AGREEMENT?¹

INTRODUCTION

The migration of Jews to Baltimore's northwest suburbs is an oft-told tale.² Between 1860 and 1960, as its population grew from 7,000 to 78,000, the Jewish community moved from the densely-packed rowhouses of Old Town in east Baltimore to the leafy suburbs on the northwest side of town.³ Baltimore's Jews re congregated on the northwest bank of the Jones Falls in a contiguous cluster of suburbs reaching upper Park Heights Avenue. In 100 years the Jewish community had grown ten-fold and moved its center ten miles from its point of origin.⁴

Most Jews continued to live apart from gentiles, even after a half century of assimilation into the mainstream of the city's professional, business, and academic life. Among them was the Jewish elite, most of whose members refrained from crossing over and joining the gentile lawyers, doctors, merchants, and manufacturers in the 'bourgeois utopias' to the northeast of the Jones Falls valley. A new northwest Jewish colony had replaced the old east Baltimore ghetto. This essay examines why Jews of all classes remained together even in the suburbs.⁵

SEGREGATION

Generally this segregation is attributed to deed covenants which prohibited Jewish occupancy in gentile suburbs. For example, Leon Sachs, long-time director of the Baltimore Jewish Council, explained as follows:

(T)he Roland Park Company began to develop Guilford and Homeland, and somebody got the bright idea...that if you make something exclusive it's more expensive...So they put restrictions in their deeds — no Jews...blacks or orientals."⁶

According to Sachs the idea of covenants soon caught on, leaving Jews but a single slice of the suburban pie, "the... Park Heights section, northwest Baltimore, Forest Park...." Journalist Stephen Sagner agreed, recounting his grandfather's tale:

For most of this century...(r)estrictive covenants insured that genteel Roland Park and Guilford would remain upper-class WASP and Catholic. Jews stayed on the west side of what is now the Jones Falls Expressway, every generation moving further northwest to bigger houses, and away from blacks.⁷

There is some truth in this explanation, but a review of the documentary record suggests that it is hardly the whole story.

SUBURBS

There is nothing novel in a story of middle-class migration to the edges of the post-industrial city. Robert Fishman and others have described the forces that made suburbs attractive during the first half of the twentieth century. Crime and pollution pushed, and the dream of a pastoral family life pulled, the outwardly-mobile beyond the old city.⁸

Turn-of-the-century Baltimore was no exception. On the

preferred high ground to the north, land speculation companies were selling building lots to the captains of industry, merchant chiefs and professional élites. They promised the development of suburbs restricted to grand cottages and garden villas. On the northwest side of the Jones Falls, Walbrook, Forest Park and Ashburton competed with Roland Park, on the northeast side, for pre-eminence.⁹

The Roland Park Company had a virtual monopoly on the prime northern suburbs to the east of the Jones Falls. By 1924 it claimed "1,500 acres of restricted land." It sold building lots in a series of plats — Roland Park (1893-1915), Guilford (1913), Homeland (1924), and Northwood (1931).¹⁰

RESTRICTIONS

Well-to-do middle-class Protestants and Catholics were moving in droves to these 'restricted' suburbs. The restrictions were found in deed covenants, in which buyers and sellers mutually agreed to limit the uses of the building lots. The covenants 'ran with the land' so as to be binding on subsequent purchasers. Once in place they promised all members of the community a first-class neighborhood.¹¹

Developers used the deed restrictions as a marketing device. For example, advertisements urged newcomers to "live in the Roland Park-Guilford District, a thousand acres of restricted land" where "artfully designed protective covenants safeguard owners from encroachment of business, and from other uses of property detrimental to the value and general good of a residential section."¹²

DISCRIMINATION

There was rampant discrimination in Baltimore's twentieth century real estate market. After the city's effort to exclude Negroes from white neighborhoods through the use of segregation ordinances was held unconstitutional, an informal plan for racial segregation was put into effect. City agencies worked together with real estate professionals and white community associations to discourage black 'invasion' of white space.¹³

The Roland Park Company considered the use of deed restrictions to exclude Negroes as early as 1893, but at first decided against it. In 1910, however, it became locked into a competition with the northwest suburb Forest Park to see which could be the most 'exclusive' in town.¹⁴ Thereafter the Company placed a clause excluding "Negro Occupancy" in the deeds for its subdivisions.¹⁵ These restrictions remained in effect until 1948 when the U.S. Supreme Court declared the enforcement of racial restrictions unconstitutional, as a denial of equal protection.¹⁶

Anti-semitism was also widespread. Old newspapers are filled with advertisements for apartments for rent to "Gentiles, only." Ashburton's developer, George Morris, bragged before the Baltimore City Council in 1953 that the exclusion of Jews was "good business." The Roland Park Company when selling its lots screened out Jews to make sure that all buyers would be "congenial neighbors."¹⁷

COVENANTS

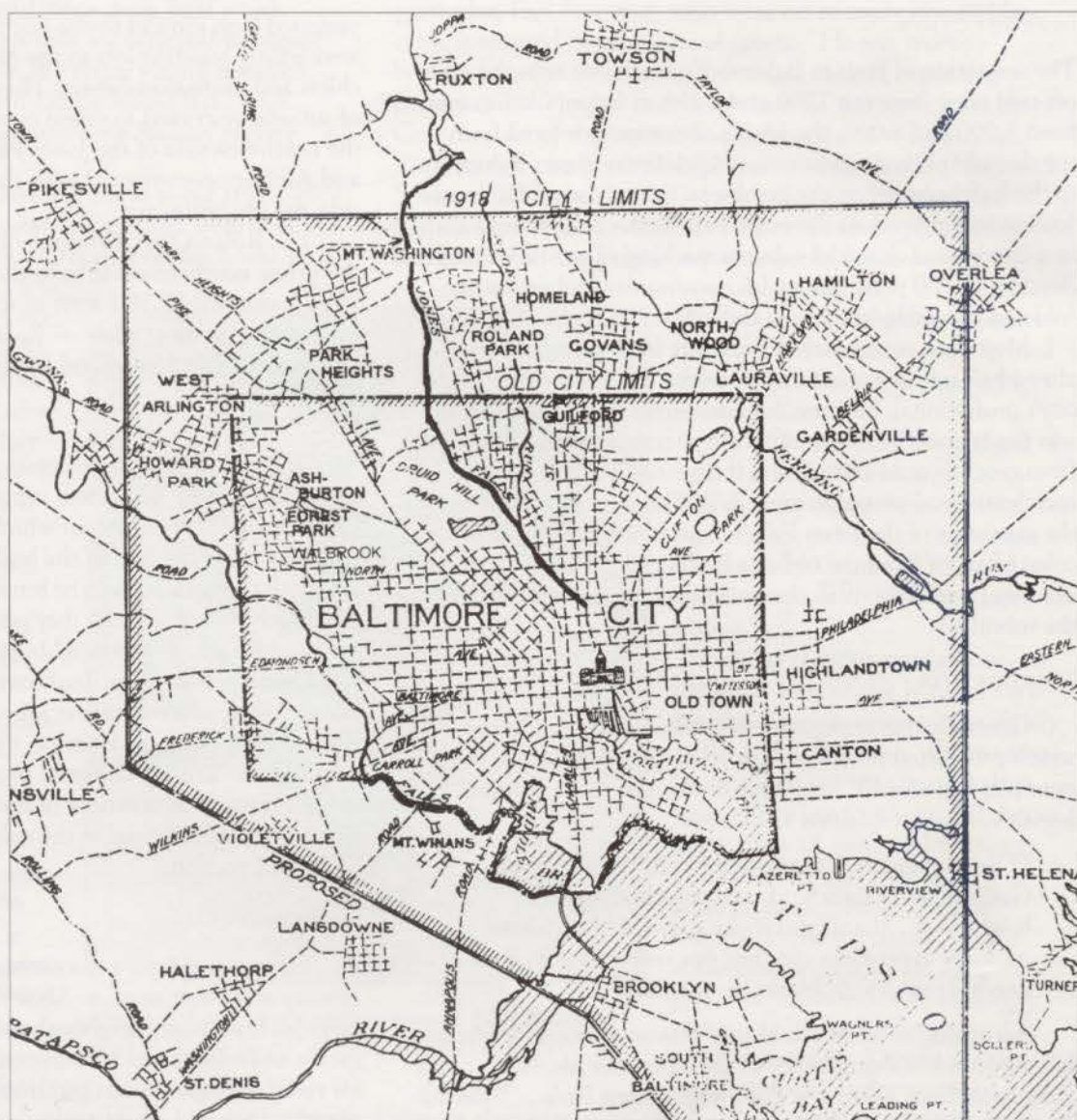
A thoughtful search of the public land records, however, has failed to disclose a single instance in which the Roland Park Company used deed covenants to exclude Jews. This research found deed covenants which excluded Jews only for the north-west suburbs of West Forest Park (1927) and George Morris's Ashburton (1927). The deeds for those subdivisions conditioned sales on the developers' written approval of the purchasers' "character, desirability and other qualifications" and were intended to exclude Negroes, Jews and any other unwanted minorities. They proved very short-lived, however, as in 1929 the Maryland Court of Appeals declared the clause void, as against the public policy favoring free transfer of land.¹⁸

One cannot say with complete certainty that the Roland Park Company never used deed restrictions to keep Jews out. In the course of subdividing the plats for Roland Park, Guilford, Homeland, and Northwood, the Company granted approximately 3,000 deeds. A massive title search would be required to establish that none of these deeds contained covenants excluding Jews.

Based on the absence of such restrictions from the sampling of deeds read as a part of this research, however, it is possible to conclude that formal deed restrictions were not the effective cause of the exclusion of Jews from Roland Park suburbs.¹⁹

GENTLEMEN'S AGREEMENT

This then poses two intriguing questions — why was the Jewish residential population heavily concentrated in the north-west suburbs? And why is there a popular belief that deed covenants excluded Jews from the Roland Park Company suburbs, when none can be found to exist in the land records? Perhaps the answer lies in the nature of what was sometimes



Baltimore City and its Suburbs (1900-1960). (ADAPTED FROM THE BALTIMORE MUNICIPAL JOURNAL, JULY 25, 1919)

called the 'Gentlemen's Agreement.'

The Roland Park Company instituted policies, informal and unwritten but clearly understood, whereby only the 'right sort' of people would be welcome in the community and Jews were understood to be the 'wrong sort.' The Company refused to sell its lots to Negroes, Jews and other unwanted minorities. When second-hand houses came up for sale, real estate brokers joined in; they deemed it unethical to sell a house to someone of the Jewish 'race' in a Christian neighborhood.²⁰

This 'Gentlemen's Agreement' proved very effective. A 1928 survey by the Baltimore Council of Churches found that only thirteen of over 2,525 families surveyed in Company's subdivisions of Roland Park, Guilford, Homeland and Northwood were Jewish.²¹

But there was another 'agreement' at work. Jews, as a minority subculture in America, faced hard choices as to how

to relate to and interact with the majority. Some favored full participation in the mainstream of American life, while others felt that the community should voluntarily make choices which preserved Jewish culture and tradition. The residential concentration of Baltimore's Jews is in some measure the result of a free choice by observant Jews to live close to one another and apart from gentiles.²²

Hence the residential segregation of Baltimore's Jews on the northwest side of town is best understood as the result of two kinds of separate understandings, with a common result, but sought by different parties for different motives. Anti-semitic gentiles agreed among themselves to exclude Jews from their neighborhoods. When doing so they violated the civil right to freedom of choice in the place of residence. Observant Jews agreed among themselves to live together in cohesive neighborhoods. When doing so they were motivated by a desire to preserve their culture and tradition, promote marriage among Jews, and to assure the future of American Jewry.²³

CONCLUSION

If the 'Gentlemen's Agreement' is understood to embrace both of these undertakings, we are left with an ethical dilemma. What should one make of a tacit agreement between anti-semitic gentiles who are engaged in invidious discrimination, and observant Jews who are pursuing a laudable goal? Perhaps the modern memory chooses to reinvent the past, in order to avoid this moral quandary.

NOTES

1 I thank Beth Wiggins who did much of the original research for this paper in 1986 while she was a student at the University of Maryland School of Law. Copyright 1996, Garrett Power.

2 E.g., Leon Sachs, Director of the Baltimore Jewish Council "Memorandum on the Real Estate Practices of George R. Morris" (presented to the Baltimore City Council), *Baltimore Jewish Times*, June 19, 1953, 14; Maryalice Yakutichik, "One Family's Journey," *Baltimore Jewish Times*, 75th Anniversary Special Edition (1995), 126; Stephen Sagner, Editorial, *Baltimore Sun*, September 28, 1994; Phyllis Orrick, "Northwest Exodus: The Migration of Baltimore's Jews," *City Paper*, June 11, 1987; Joseph Hirschmann, "Housing Patterns of Baltimore Jews," *Generations* (December 1981), 30; M.J. Vill, *Park Heights: a Study of a Jewish Neighborhood* (prepared for the Baltimore Neighborhood Heritage Project, 1979), 7; Robert Kanigel, "Whatever Happened to Jewish Neighborhoods?," *Jewish Digest* (April 1980), 4; Sherry Olson, *Baltimore* (1980), 279-285; Barry Levinson, *Avalon* (film), 1992.

3 Olson, *Baltimore*, 279-285; Orrick, *City Paper*; Hirschmann, *Generations*, 30-43; Vill, *Park Heights*.

4 Vill, *Park Heights*. The extent of the exodus of Baltimore Jews is overstated. In 1947 about 9% of Baltimore's Jews continued to live in the old east Baltimore neighborhood, *Jewish Digest*, 42.

5 See Robert Fishman, *Bourgeois Utopias* (New York: Basic Books, 1987).

6 Interview with Leon Sachs, October 11, 1979, Baltimore Neighborhood Heritage Project, Oral Histories, University of Baltimore Langsdale Library — Special Collections. The Baltimore Jewish Community Council was organized in 1939 to combat anti-semitism. See I.M. Fein, *The Making of an American Jewish Community* (Philadelphia: Jewish Publication Society of America, 1971), 242.

7 Sagner, *Baltimore Sun*, editorial, Sept. 28, 1994.

8 Fishman, *Bourgeois Utopias*; Kenneth Jackson, *Crabgrass Frontier* (New York: Oxford University Press, 1985).

9 *Baltimore of Today: Souvenir of the Fifth Annual Convention of the National Association of Building Exchanges of the U.S.A.* (Baltimore: 1916), 96-109; Fishman, *Bourgeois Utopias*, 95.

10 Judge Frank described the scale of the Roland Park Company's operation in *Wehr v. Roland Park*, Ct. No. 2 Baltimore City, filed September 8, 1922, Baltimore City Reports vol. 4, 158 (1922), as follows:

"...The Roland Park Company of Baltimore City, was incorporated in 1891 and acquired the property which it thereon proceeded to develop. In 1892, Plat No. 1, involving 116 acres of land, was recorded, and the land was laid out in 427 lots. In 1901, Plat No. 2, affecting about 52 acres, was recorded, the land being divided into 85 lots. In 1903, Plat No. 3, comprising 120 acres and subdivided into 192 lots, was recorded...Plat No. 6, comprising 52 acres and subdivided into 132 lots, was filed in 1909; Plat 5, containing 67 acres, laid out in 201 lots, was recorded in 1911; Plat No. 4a, containing 11 acres and 32 lots, was filed in 1915, and the Plat of Guilford, containing 335 acres and 761 lots, was filed in 1913."

In addition the Company established Homeland on 391 acres in 1924 and Northwood on 520 acres in 1931. James F. Waesche, *Crowning the Gravelly Hill: A History of the Roland Park-Guilford-Homeland District* (Baltimore: Maclay, 1987), 102-116.

11 See *Tulk v. Moxhay*, Court of Chancery, England 1848, 41 Eng. Rep. 1143.

12 *Baltimore of Today*, 96.

13 See Garrett Power, "Apartheid Baltimore Style," *Maryland Law Review* 42, (1983) 289.

14 Roland Park Company. Records, #2828, Box 2-5, Departments of Manuscripts and University Archives, Cornell University Libraries. I thank Roberta Moudry who did the primary research in the Company records and provided me with a photocopy of the Company's 1893 request for legal advice on the legality of racial covenants.

Compare: Forest Park Deed, Land Records of Baltimore County, Liber W.P.C. 347, folio 31, June 25, 1909 with Roland Park Plat No. 5 Deed, Land Records of Baltimore County, Liber W.P.C. 412, folio 177, April 30, 1910.

15 E.g., Roland Park Plat No. 5 County: Land Records of Baltimore County, Liber W.P.C. 412, folio 177, April 30, 1910; Guilford: Liber S.C.L. 2829, folio 1, June 26, 1913; Homeland: Land Records of Baltimore City Liber S.C.L. 4220, folio 321, 1924; Northwood: Land Records of Baltimore City, Liber S.C.L. 5200, folio 142, February 19, 1931.

16 *Shelley v. Kraemer*, 334 U.S. 1 (1948).

17 E.g., "Apartments for Rent," *Baltimore Sun*, April 5, 1940; *Baltimore Jewish Times*, June 19, 1953, 14; J.M. Mowbray, who joined the Company in 1919 and described the nature of its operations in "After 50 Years," in "Roland Park Co.," Md. Vertical File, Enoch Pratt Free Library, Baltimore.

18 Land Records of Baltimore City, Liber S.C.L. 4778, folio 460 (1927) (Ashburton); Land Records of Baltimore City, Liber W.P.C. 4763, folio 209 (1927) (west Forest Park); *Northwest Real Estate Company v. Serio*, 156 Md. 299 (1929).

19 The Roland Park Company subdivided its land over the years in a series of separate plats: Roland Park Plats 1, 2, 3, 4a, 5 County, 5 City, 6, and Guilford, Homeland, and Northwood. Typically a uniform set of restrictions was prepared for each plat and imposed on all of its lots. The title search conducted for this research reviewed either a master deed or one of the first deeds to be granted by the Company for each plat.

20 Waesche, *Crowning the Gravelly Hill*, 61-70; Mowbray "After 50 Years."

The operation of the 'Gentlemen's Agreement' is described in a letter dated May 20, 1924 to the Roland Park Company, reprinted in "Selections from the Files of the Roland Park Roads and Maintenance Corporation — In Celebration of Roland Park 1891-1991 (1991)."

21 Council of Churches Collection (Box 46, Folder 7), Special Collections, University of Baltimore Langsdale Library.

22 See Jonathan Rabinovitz, "An Editorial Provokes A Debate on Inter-marriage: Jewish Weekly Touches A Nerve In Connecticut," *New York Times*, July 13, 1995, Section B, Page 1, Column 2; Vill, *Park Heights*.

23 See Rabinovitz, *New York Times*, and Vill, *Park Heights*.

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