The Residential Segregation of Baltimore’s Jews
RESTRICTIVE COVENANTS OR GENTLEMEN’S AGREEMENT?

Introduction
The migration of Jews to Baltimore’s northwest suburbs is an oft-told tale. 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. Baltimore’s Jews 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 tenfold and moved its center ten miles from its point of origin.

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.

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:

“The Roland Park Company began to develop Guilford and Homeland, and somebody got the bright idea...to keep Jews out...so they put restrictions in their deeds — no Jews...blacks or orientals.”

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...restrictive covenants insured that gentile 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.

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.

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.

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).

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.

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.”

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.

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. Thereafter the Company placed a clause excluding “Negro Occupancy” in the deeds for its subdivisions. 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.

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 scrutinized Jews to make sure that all buyers would be “congenial neighbors.”
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 northwest 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 lots 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 northwest 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 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.

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.

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.
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.
10. Judge Frank described the scale of the Roland Park Company’s operation in Wehr v. Roland Park, Cr. 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 then 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 1918.”

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.

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. Waeche, Crowning the Gravelly Hill, 61-70; Mowbray “After 50 Years.”

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

Garrett Power is a Professor of Law at the University of Maryland School of Law.