Thomas Aspinwall Davis, Amos Lawrence, and Brookline Racial Covenants
By Ken Liss, Brookline Historical Society
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Catherine Elton's December 8, 2020 *Boston Magazine* article "How Has Boston Gotten Away with Being Segregated for So Long?" traced the long history of discriminatory housing policies and practices in the Boston area. It was a thorough examination of that history that showed, as Elton wrote, "how much intention went into segregating our city" and "just how much effort will be needed to fix it."

The article received particular attention in Brookline because it stated – incorrectly as it turned out – that the first known racially restrictive covenant in a property deed in the United States -- prohibiting sale to "any Negro or native of Ireland" – was in Thomas Aspinwall Davis' 1843 development of the area known as "The Lindens." (Houses built as part of that development, as well as two small parks, are still standing today on Linden Street, Linden Place, and the southern ends of Perry and Toxteth Streets.)

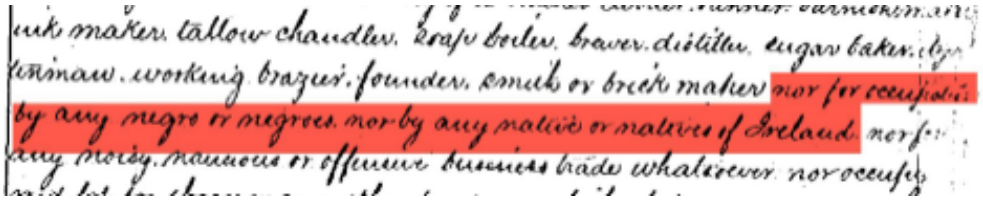
[*NOTE: The online version of the Elton's article has been corrected, based on the research documented here.]*

The *Boston Magazine* article was the subject of discussion on the Brookline Town Meeting Members (TMM) listserv. Several Town Meeting members contacted me, as the volunteer head of the Brookline Historical Society, to learn more.

While Elton's article was excellent and important, my research -- building on the work of others -- showed that the restriction and the phrase she cites do not actually come from any deeds associated with Thomas Aspinwall Davis and the Lindens development. They come, instead, from an 1855 deed from Amos A. Lawrence to Ivory Bean for the house that is now 47-49 Monmouth Street.

A clause in that deed -- I've highlighted the key phrase -- says that it

> "is subject to the following restrictions and conditions, viz: that the said Bean his heirs and assigns shall never erect or place upon said land any building or part thereof which shall be used for the trade or calling of a butcher currier, tanner, varnish maker, ink maker, tallow chandler, soap boiler brewer, distiller, sugar baker, dyer, tinman, working brazier, founder, smith, or brick maker **nor for occupation by any negro or negroes nor by any native or natives of Ireland** nor for any noisy nauseous or offensive business trade whatsoever nor occupy said lot for these or any other purposes which shall tend to disturb the quiet or comfort of the neighborhood...."



When I contacted Elton, she mentioned to me two sources from which she got the information that the restriction against "any Negro or native of Ireland" was in the deeds for the Lindens. Once was Richard Rothstein's 2017 book *The Color of Law*; the other was a 2019 report from the Federal Reserve Bank of Philadelphia. Both traced the information to Kenneth's Jackson's 1985 book *Crabgrass Frontier*.

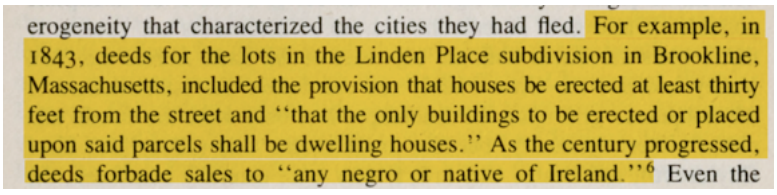
(Rothstein cited it directly; the Fed report cited Kevin McGruder's *Race and Real* Estate (2015) which cited Evan McKenzie's *Privatopia* (1994) which, in turn, cited *Crabgrass Frontier*.)

Here is an explanation of how the misattribution to the Lindens came about.

Both sources *(The Color of Law* and *Privatopia*) have misread what Kenneth Jackson wrote. It's an understandable mistake, but a mistake nonetheless, and one that has been perpetuated over the years by other sources citing those two.

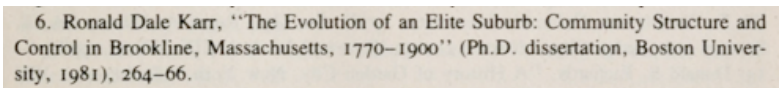
Here is what Jackson wrote:

> "For example, in 1843, deeds for the lots in the Linden Place subdivision in Brookline, Massachusetts, included the provision that house be erected at least thirty feet from the street and 'that the only buildings to be erected or placed upon said parcels shall be dwelling houses.' As the century progressed, deeds forbade sales to 'any negro or native or Ireland.'6


erogeneity that characterized the cities they had fled. For example, in 1843, deeds for the lots in the Linden Place subdivision in Brookline, Massachusetts, included the provision that houses be erected at least thirty feet from the street and ''that the only buildings to be erected or placed upon said parcels shall be dwelling houses.'' As the century progressed, deeds forbade sales to ''any negro or native of Ireland.''[6] Even the

I can see how those sentences can be interpreted as saying that deeds *for the Lindens* later in the century included the restriction on "any Negro or native of Ireland." But that is not what Jackson meant; he meant that deeds *in Brookline later in the century* included that clause.

If it is not clear from how Jackson worded it, it is quite clear from Jackson's footnote 6, which cites Ronald Dale Karr's 1981 Boston University dissertation, "The Evolution of an Elite Suburb."


6. Ronald Dale Karr, ''The Evolution of an Elite Suburb: Community Structure and Control in Brookline, Massachusetts, 1770–1900'' (Ph.D. dissertation, Boston University, 1981), 264–66.

Karr's text clearly indicates that the clause was in the one deed from Lawrence to Bean in 1855.

For example, the deeds received by buyers at Linden Place in 1843 required that all buildings be erected at least thirty feet away from the street and "that the only buildings to be erected or placed upon said parcels shall be dwelling houses and their appurtenances exclusive of all yards, shops, or other conveniences for manufacturing or mechanical purposes."[85] In Longwood, deeds from the Sears and Lawrence families commonly forbade commercial uses of the land for ten or twenty years from the time of sale, and some carried detailed restrictions on the type of buildings that could be constructed. One even prohibited buildings to be occupied "by any negro or native of Ireland."[86] Aspinwall Land Company lots carried restrictions

Karr in turn cites Elizabeth Wardwell's tour of Longwood for the phrase; Wardwell got the phrase slightly wrong but correctly attributed it to the 1855 deed from Lawrence to Bean for what is now 47-49 Monmouth Street. (Wardwell, in the section on Longwood in *Victorian Boston Today* cites the phrase "any Negro or native of Ireland" when the deed actually says, "any negro or negroes nor any native or native or Ireland.")

Karr further indicates that he was not able to uncover any other such deeds.

[86] Wardwell, "'Longwood'," p. 63. This is the only example I uncovered of a restricted covenant aimed at a racial, ethnic, or religious group.

(I've looked through all of the 1843 Lindens deeds myself and can confirm that they do not contain any such clause. It's possible that there restrictive clauses in other Brookline deeds, though none have been found.)

This research brings us, of course, to Amos A. Lawrence, the grantor of the 1855 deed that does actually include the clause prohibiting "occupation by any negro or negroes nor by any native or natives of Ireland." Lawrence's views on slavery are full of contradiction and change. I don't know enough to do his story justice, but a source I have found particularly useful is *Cotton & Capital: Boston Businessmen and Antislavery Reform, 1854-1868* by Richard H. Abbott.

Abbott writes how Lawrence and other Boston businessmen in the cotton trade -- known as the Cotton Whigs -- for a long time tolerated slavery. Lawrence, writes Abbott,

> "disliked the institution...but he doubted the country could be rid of it and concluded that the North would have to accept its continued existence in the southern states."

In 1850, he offered his services to the U.S. marshal in Boston to help enforce the Fugitive Slave Law, placing preservation of the Union above sympathy for enslaved African- Americans.

His view changed over time, with a precipitating event being the capture in Boston of Anthony Burns, who had escaped enslavement in Virginia and made his way to Massachusetts. Burns' arrest, trial, and -- despite anger, protests, and attempts to free him -- return to slavery affected Lawrence and many others.

> "We went to bed one night old-fashioned, conservative, compromise Union Whigs & waked up stark mad Abolitionists," Lawrence wrote to his uncle the day before Burns was returned to slavery in Virginia.

Lawrence turned his attention -- and his considerable fortune -- to support for the anti-slavery cause. (For one overview, see "The Wealthy Activist Who Helped Turn 'Bleeding Kansas' Free," from SmithsonianMag.com (2017).

Which brings us back to the beginning of this exploration and the exclusionary clause in the deed from Amos Lawrence to Ivory Bean prohibiting "occupation by any negro or negroes nor by any native or natives of Ireland". This, as far as is known, is the only Brookline deed -- from Lawrence or anyone else -- to specifically target African-Americans or any ethnic group for exclusion. (There were, of course, other ways of enforcing property discrimination without putting it in a deed.)

Why then would Lawrence include this clause, especially considering it was six months after he woke up, in his own words, as a "stark mad Abolitionist." Was it something to do with Ivory Bean? That, I'm afraid, is going to take more research. But it is quite clear that there was no such clause in the 1843 deeds for the Lindens.