

RESTRICTIVE COVENANTS IN SEATTLE
A STUDY IN RACE RELIATIONS

1947

By Katharine I. Grant Pankey

PREFACE

In an attempt to relate my studies in race relations to practical issues, I consulted several professional people in this field, asking them if there were some projects with which I could assist them. Several of these people pointed out that the housing problem of minority groups was especially distressing, due to the presence of restrictive covenants. One of the needs relating to the problem was a thorough study on restrictive covenants in Seattle. The first step for the study would be searching the records for deeds containing the covenants. Was I willing to take on this tedious and not very inspiring task? I was - especially after reading rather widely on the subject and finding that the experts were agreed that there was urgent need for well-planned, systematic, scientifically directed action against racial segregation.

I spent ninety hours in a page by page search of the deeds filed in the Index Department of the Auditor's Office at the County-City Building. Mrs. Steinmetz, president of the Christian Friends for Racial Equality organization, started me out on Volume 1392, where she had already located a number of restrictive covenants.

It took about twenty hours to locate and record the eighty-five covenants for twenty different districts in the five volumes 1392-1396. With hundreds of volumes to search before a complete picture could be obtained, I began to hunt for a focal point on which to base whatever observations I might make from the limited number of covenants I would be likely to find in the time I could spend on the project.

I chose to concentrate on the covenants in the Capital Hill District for three reasons:

1. Capital Hill covenants were of the neighborhood type,¹ characterized by a long list of signatures. The eye-catching feature of a list of signatures on a page enabled me to look through the volumes more rapidly. (I listed Capital Hill neighborhood covenants from 105 volumes - Vols. 1301-1405 inclusive.)
2. Capital Hill district overlaps the Madison Street Negro community and might very well illustrate a significant patter of racial segregation.

1 The covenants I found fall into two main types - those in the body of the deeds drawn up by real estate firms, and those made by neighborhood groups.

3. The covenants I found were made in 1927 and 1928 for a period of 21 years. The nearness of their expiration date is a point of interest.

After this decision the search took on a more interesting aspect. However, the more covenants I found the more insignificant the work I was doing seemed in relation to the complexity of the problem of racial segregation. Dr. Viola Garfield, Assistant Professor of Anthropology at the University of Washington, my sponsor, counseled and encouraged me throughout the project. Other interested persons with whom I talked and who gave me helpful and informative suggestions were:

Mrs. Edith Steinmetz, President of the Christian Friends
for Racial Equality
Mrs. Irene Miller, Executive Secretary of the Mayor's Civic
Unity Committee
Mr. William Valentine of the National Urban League
Mr. Gerard Neuman, Executive Secretary of the Jackson Street
Community Council
Mr. Dean Hart, Executive Secretary of the Seattle Urban League
Mrs. Arline Yarbrough, Youth Counselor, National Association
for the Advancement of Colored People
Mr. Harold Holifield, real estate dealer
Mrs. Geneva Miller, real estate dealer
Miss Ethel Feineman, Executive Secretary of the Educational Center
Miss Mary Lytle, retired public school librarian
Mrs. J.R. Bartlett, former University of Washington instructor
in sociology
Dr. Robert O'Brien, Assistant Professor of Sociology, Univer-
sity of Washington
Dr. Calvin Schmid, Professor of Sociology, University of
Washington

I

INTRODUCTION

In Seattle nearly all of the Negroes, Japanese, Chinese, Filipinos, and other racial minorities live within a prescribed region. Four blocks on either side of Jackson Street from Fifth to Twenty-Third Avenues, thence north and including six blocks on either side of Twenty-Third Avenue to Roy Street is an area which houses Seattle's approximately 20,000¹ non-white persons. Most of this area lies in what sociologists call a marginal or blighted zone,² characterized by bad housing, vice, crime, and general social and personal disorganization.

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- 1 This figure is based on estimates made by Mr. Joseph Cohen in his study The Minority Races in Seattle During and Since the War, completed in February, 1946, for the National Housing Agency.
 - 2 E.W. Burgess's theory of city zones and city growth illustrates concentration, types of occupancy and service, and changes in succession. E.W. Burgess, "The Growth of the City," in The City, R. E. Park, editor (Chicago: University of Chicago, 1926), p. 62.

It is in this part of the city that foreign-born elements usually settle first, due to its low rentals and its nearness to railway and steamship terminals. If the immigrants are white, they gradually move out of the locality and into the section of workingmen's homes and then to whatever districts their social and economic status demand. This differentiated movement, dependent upon the varying inclinations, economic opportunities, and ambitions of the residents, is recognized as a natural process. The same natural process does not apply also to racial minority groups who likewise settle first in this area primarily because of economic reasons. Their mobility is subjected to arbitrary limitations. Even though a non-white person surmounts the formidable barriers of economic inequalities, he still is not permitted to live where he might on the basis of his choice and the availability of homes. Seattle, like other cities, has an explicit policy of segregation.

Each city, however, develops its own pattern of racial segregation. Though the first place of settlement is usually in the aforementioned blighted zone, the inevitable breakthrough has a distinctive configuration. In Seattle the more desirable Madison Street section lost its all-white character as early as 1890, when a Negro, William Gross, was given a large section in the area in settlement of a debt.³ Many whites left the area, and Negroes gradually built up a home-owning, working-class residential district, with churches, community centers, and a four-block business district on Madison Street between 20th and 23rd Avenues. Other districts into which a very few non-white families penetrated are Green Lake, University, Phinney, Magnolia Bluff, Rainier Beach, Madrona, and Youngstown.⁴

But Seattle has not permitted unlimited expansion. A potent weapon with which threatened "invasions" have been stopped is the use of the restrictive covenant. It is around such restrictive covenants that the research for this paper is centered.

II

RESTRICTIVE COVENANTS IN SEATTLE

Said property shall not be owned, leased to or mortgaged to, used or occupied as a residence by any person not of the white race.⁵

This is one of the forms that restrictive covenants take in Seattle. A restrictive covenant, then, might be described as a notarized docu-

3 See Caliv S. Schmid, Social Trends in Seattle (Seattle: University of Washington Press 1926), p. 140.

4 Ibid., p. 41.

5 Recorded Deeds (Auditor's Office, County-City Building), Vol. 1394, p. 346.

ment which excludes specified groups of people from ownership or use of certain properties. Some restrictive covenants are more exclusive than others, adding certain religious groups to the list of undesirables, as does the clause in the deed drawn up by the Puget Mill Company in the development of the district known as Broadmoor:

"No part of said property hereby conveyed shall ever be used or occupied by any Hebrew or by any person of the Ethiopian, Malay or any Asiatic race and the party of the second part, his heirs, personal representatives or assigns shall never place any such person in the possession or occupancy of said property or any part thereof, nor permit the said property or any part thereof ever to be used or occupied by any such person, excepting only employees in the domestic service on the premises of said persons qualified hereunder as occupants and users and residing on the premises."⁶

Since Appendix A contains a list of all the covenants found in this study, a detailed description of them will not be given here. However, in reading them over it is interesting to notice the variation in the designation of racial groups to be excluded. The majority of them state "other than the white or Caucasian race," but terms like Malay, African, Ethiopian, Japanese, Mongolian, Chinese, Negro, colored, and Asiatic are all used to designate race. Whether or not such "races" are scientifically accurate, it is quite clear that most of the covenants are meant to exclude non-whites, and all of them were meant to exclude Negroes.⁷

III

THE LEGAL STATUS OF RESTRICTIVE COVENANTS

Is it legal to exclude "Hebrews" and non-whites from a neighborhood by means of restrictive covenants? In the United States Supreme Court restrictive covenants and similar techniques of segregation

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- 6 Twenty-seven such covenants were found in Volumes 1392 to 1396 (inclusive). The deeds covered tracts of land rather than lots. The sales were made in 1928.
 - 7 Of the covenants found in this study, 100 percent excluded Negroes, about 68 percent excluded all non-white groups; about 20 percent excluded Hebrews.

These estimates would not likely apply generally, since part of this study was confined to the Capital Hill district where only Negroes were excluded. Also, since this study includes the year 1928 when Broadmoor was being developed, there would probably be a disproportionate number which excluded Hebrews.

have come up several times for review, but, because of technicalities, no unequivocal decision has been made which involves the principal issue of the general legal status of the covenants.⁸ The United States Supreme Court did rule, in the Louisville segregation case⁹ in 1917, that racial zoning ordinances by legislation were unconstitutional, violating the Fourteenth Amendment. Since this decision, however, restrictive covenants have been an indirect method of achieving the same end. The United States Supreme Court decided in 1926 (*Corrigan vs. Buckley*)¹⁰ that these covenants and agreements do not fall within the provisions of the Fourteenth Amendment, because a deed is the action of an individual and not a state. However, the lawyers in conference in Chicago on the subject of restrictive covenants,¹¹ raise the question, if a state were called upon to issue an injunction to give effect to these so-called private agreements, would not such action be in violation of the Fourteenth Amendment?

"If the Supreme Court should follow up its action of declaring all local laws to segregate Negroes unconstitutional by declaring illegal also the private restrictive covenants, segregation in the North would be nearly doomed...."¹²

The individual states are not in agreement on the matter of the validity or invalidity of restrictive covenants, since the decision in the *Corrigan vs. Buckley* case is not interpreted as binding lower courts to the enforcement of covenants. Some judges have stated that segregatory agreements are not discriminatory because non-whites have the right to impose similar restrictions against sale, use or occupancy by white persons. Loren Miller, in his speech at the Chicago conference on covenants¹³ said of that point of view: "The laws of our country, you see, are fair because, as Anatole France once said of his fatherland, both rich men and poor men are forbidden to sleep on park benches or under bridges." Other judges, especially in California, have interpreted the covenants as violative of democratic ideals.

Democratic ideals are perhaps the strongest sanction on the side of the drive which legally seeks to invalidate covenants. Some lawyers in this movement¹⁴ suggest that briefs in covenant cases ought to re-

8 An evaluation of such legal action is traced in Charles S. Johnson's Patterns of Negro Segregation (1943), pp. 173-176.

9 Louis Wirth, "Segregation," Encyclopedia of Social Sciences, (1932), p. 143. The case was *Buchanan vs. Worley* 245 U.S. 16 (1917).

10 271 U.S. 323, 46 S. Ct. (1926).

11 See report on "The Conference for the Elimination of Restrictive Covenants," May 10-11, 1946, p. 8.

12 Gunnar Myrdal, An American Dilemma (1944), p. 624

13 Conference report, op. cit., p. 7.

14 Ibid., p. 9.

fer to such treaties as the United Nations Charter, which binds the member nations to promote "uniform respect for an observance of human rights and fundamental freedoms for all without distinction as to race, sex, language or religion." Such treaties, they emphasize, have the force of law.

IV

REASONS AND RATIONALIZATIONS FOR MAKING RESTRICTIVE COVENANTS

Most people are aware of the laws and ideals of their country; therefore, out and out violations must be cloaked in reasons or rationalizations. One of the reasons for making restrictive covenants which is most frequently given is that the entrance of non-whites into a neighborhood depreciates property. Depreciation, when it does occur, results from a situation like this: a non-white family, determined to get out of its "ghetto," buys some unrestricted property in a white neighborhood. If the whites cannot, by ostracism, intimidation, or threats, get the "menacing" family to leave, other non-whites may come to regard this neighborhood as a means of bettering their location and move in also. Since many of the whites regard living near racial minorities as a stigma, they move out of the neighborhood with almost panic speed, taking their increased prejudices with them.

"Such a situation creates a vicious circle in which race prejudice, economic interests, and residential segregation mutually reinforce one another...yet if there were no segregation this wholesale invasion would not have occurred."¹⁵

Myrdal in An American Dilemma is dealing with the Negro problem, but the following statement would be equally applicable to other minority racial groups:

"The presence of a small scattering of upper and middle-class Negroes in a white neighborhood would not cause conflict (unless certain whites are deliberately out to make it a cause of conflicts), and might serve to better race relations. The fact is neglected by the whites that there exists a Negro upper and middle class who are searching for decent homes and who, if they were not shunned by the whites, would contribute to property values in a neighborhood rather than cause them to deteriorate."¹⁶

Deterioration of property as a reason for racial segregation has been so rationalized that the cause has been confused with the effect, but it would seem that statements about non-whites wanting to be by themselves, and that they have separate but equal rights are purely ra-

15 Myrdal, op. cit., p. 123.
Also Dr. Richard Sterner shares this same view in The Negro's Share (Harper and Brothers, New York, 1943), p. 201.

16 Myrdal, op. cit., p. 625.

tionalizations. Where in Seattle, for example, do racial minorities effectively exclude whites from renting or buying homes? According to Homer Hoyt's study of the growth of residential neighborhoods,¹⁷ in Seattle over 83 percent of non-whites live in blocks which are more than half occupied by whites. If all non-whites wanted to be off to themselves, why would they be seeking to buy or rent better homes in better districts with all-white residents? And, above all, if there were such a natural spatial separation of the races, why the stringent and desperate measures to erect artificial barriers and to keep them separated? Myrdal writes of this one-sided theory:

"It must be emphasized that segregation can be 'positive' or 'negative.' The average individual white's attitude is, of course, only negative: he wants to be 'protected' from Negro neighbors. But so long as Negro population in a city is increasing...it is an irrational and, indeed, impossible policy in the long run only to 'protect' white areas against Negro intrusion."¹⁸

V

CAPITAL HILL NEIGHBORHOOD COVENANTS

In Seattle the action of making restrictions against Negroes in the Capital Hill area illustrates a rather successful attempt, so far, to stop the movement of Negroes northward from the Madison Street district. These covenants have held for almost 20 of their 21 years' duration, for most of them were made in 1927 and 1928.

Nationally, 1927 and 1928 were years of prosperity. Even minority groups were gaining a measure of economic security. About Negroes nationally, T.J. Woofter writes that this period

"...was one of great prosperity for Negroes as well as for the general rank and file of American labor. Unusual opportunities were offered by trade and industry, and the resulting high and regular wages afforded real opportunity for progress toward better living conditions. It is indeed noteworthy that so much of this increase in earnings has been devoted to higher standards of living, as is evidenced by the movement of Negroes to better residence sections."¹⁹

In Seattle 1927 and 1928 were plainly boom years in real estate sales. A Seattle Times headline of March 1, 1928 told readers that an all-out building record had been broken--the figures exceed four million

17 Homer Hoyt, Structure and Growth of Residential Neighborhoods in American Cities (Washington, D.C.: Federal Housing Administration, 1939), pp. 66-67.

18 Myrdal, op. cit., p. 626.

19 T.J. Woofter, Jr., Negro Problems in Cities (Garden City, New York: Doubleday, Doran & Company, 1928), p. 152.

dollars. The National Convention of Realtors was held in Seattle in 1927 and Dr. Charles Bullock of Harvard University, speaking to the convention, assured them that the boom that had started in 1922 was here to stay.²⁰

Seattle's colored population was also experiencing a degree of prosperity, for homes were being bought and an attempt was being made to move into better neighborhoods. White residents of Capital Hill regarded with apprehension any further expansion of the Madison Street district, especially northward. Between June 2, 1927, and December 3, 1928, even within the limited range of this study, 38 neighborhood agreements were discovered, involving 964 home owners, 183 blocks, and 958 lots.²¹

All of the covenants read like this:

This indenture witnesseth; That for and in consideration of the sum of Five Dollars, in hand paid, each to the other, receipt whereof is hereby acknowledged, and of the mutual benefits, protection, preservation, and promotion of the value of the land and properties of the several makers of this indenture hereinafter described, being lands used and held for residence purposes in what is called the Capital Hill District of Seattle, and comprising several additions now on record in the Auditor's Office at King County, State of Washington, the particular description of the lands and Additions to which this instrument applies is contained in and follows the several signatures of the makers of the instrument.

The parties hereto signing and executing this instrument and the several like instruments relating to their several properties in said district, hereby mutually covenant, promise and agree each with the others, that no part of the lands owned by him or described following their signatures of this instrument shall ever be used or occupied by or sold, conveyed, leased, rented, or given to negroes, or any person or persons of the negro blood.

This covenant shall run with the land and bind the respective heirs and assigns to the parties hereto, and of the several like instruments in said district, for the period of 21 years from and after the date of this instrument.

That the covenants were effective in preventing the movement of Negroes northward is evidenced by the fact that when two Negro real estate dealers and other residents of the district were shown a map on which the covenanted lots were indicated, they could point to only

20 Seattle Post-Intelligencer, August 20, 1927, p. 1.

21 The number of home-owners and the number of lots do not coincide, because some signers owned two or more lots. Too, some lots had two or more owners.

one lot which was now owned by Negroes. It was the consensus of opinion, too, that nearly all of the other lots on the map of the district, where Negroes were not now living, contained covenants.

One of the results of such arbitrary restraint on movement has been congestion in the areas where non-whites are now living. In his survey of housing conditions and needs of minority racial groups in Seattle, prepared for the National Housing Agency, Mr. Joseph Cohen writes:

"During the war, there occurred no extension in the areas in Seattle occupied by non-whites...Negroes took fuller possession of the blocks they had previously 'invaded,' but they did not move into new blocks....Not only did Negroes become more heavily concentrated within certain previously non-restricted areas, but also, they became more concentrated within their residences, by doubling up, more than any other group!"²²

VI

EFFECTS OF RESTRICTIVE COVENANTS

A list of the harmful effects of residential segregation would be a formidable one. Some of them seem so unavoidably apparent. Physical deterioration is an obvious result of overcrowding. Neighborhood standards inevitably decline, and along with the decline go inadequate services such as street repair, garbage and trash removal, police and fire protection.²³ Disease and crime have a way of radiating out from their spawning places. Destroyed family life and juvenile delinquency exert an easily discernible influence on adjoining areas. For the abominable housing in this blighted region, the slum dwellers pay disproportionate and exploitive rates, while the absentee-owners add to the burden of the taxpayer by being perpetually tax-delinquent.²⁴ So both directly and indirectly a city carries an injurious burden, resulting in part from restrictive covenants.

But what of the human relationships between minority and majority groups? Dr. Robert Weaver in Hemmed In gives a penetrating analysis of what happens on both sides of the barrier restrictive covenants erect:

"As long as a group is relegated and confined to a physically undesirable area (as an overcrowded neighborhood inevitably becomes), its occupants are all lumped together in the minds of most people. A curious train of reasoning is initiated: the occupants of such an area are all believed to be undesirable (as indeed some are, as a result of the

22 Cohen, op. cit., p. 15.

23 Dr. Robert Weaver in a pamphlet, Hemmed In, written for the American Council on Race Relations, brings out these and other effects of racial segregation.

24 Ibid., p. 8.

conditions imposed on them), and then their perpetual and universal banishment to the ghetto is defended on the basis of the imputed 'racial' characteristics....

"While the majority groups is developing fears and erroneous conceptions of the minority group, the latter is acquiring and strengthening anti-majority group attitudes. The frustrations, disappointments and limitations of life in the ghetto become identified with the power and controls lodged in the majority group. The resulting resentment finds expression in suspicion and belligerency....

"...Hemmed in epople are frustrated people. Those who restrict them soon become frightened, insecure people forced to accept and invent prejudice to justify their actions. Community development is delayed and complicated because it conflicts with segregated patterns of living. Groups in the population become increasingly suspicious of each other. Democratic America suffers from internal weakness and international loss of prestige."²⁵

VII

ACTION AGAINST RESTRICTIVE COVENANTS

What kind of action are people taking against restrictive covenants? Individually many persons are engaged in finding out and publicizing the facts as well as pointing out the ominous alternatives to their acceptance. These persons are working in whatever sphere their capabilities lie. Teachers in their classes, lawyers in their cases in behalf of home-seekers, ministers in their pulpits, artists and writers in their mediums, housewives in their shopping encounters, veterans in their organizations, parents in their Parent-Teacher Associations, workers in their unions, in short, every person who believes in fair play can influence public opinion against restrictive covenants. Intelligent persons are careful not to infuriate and antagonize the covenant-maker, but instead marshall all their skill to make the other person see how his own interests are defeated in the long run.

Collectively, people are, through their organizations, also seeking to bring the facts before the public. Pamphlets and books like those quoted are being widely circulated. The publications are designed to make clear the effects of covenants on the community's economy and on the thinking of the people who live in the community. Positive programs are offered as an alternative to restrictive action. Many organizations also hold conferences not only to pool resources but to make the public aware of the high caliber of the people who endorse the fight against restrictive covenants.

25 Ibid., pp. 8,9, and 15.

Because they think the issues involved are of the utmost importance, and because they want to be sure that whatever action they take is the result of the wisest thinking on the matter, organizations make use of the best resources of the community. Psychologists, anthropologists, sociologists, in fact, all who are concerned with the well-being of the community are sources of consultation for a planned and orderly way of ending restrictive covenants. Surely intelligent plans and wise objectives should counteract neighborhood agitators with misguided fears.

APPENDIX A

FORMS OF RESTRICTIVE COVENANTS FOUND IN THIS STUDY

Ia

"No part of said property hereby conveyed shall ever be used or occupied by any Hebrew or by any person of the Ethiopian, Malay or any Asiatic race and the party of the second part, his heirs, personal representatives or assigns, shall never place any such person in the possession or occupancy of said property or any part thereof ever to be used or occupied by any such person excepting only employees in the domestic service on the premises of said persons qualified hereunder as occupants and users and residing on the premises."

Twenty-seven of this form of restrictive covenants were found in Volumes 1392 to 1396 inclusive.¹ All were used by the Puget Mill Company in deeds for tracts in Broadmoor.

Ib

This form has the same wording as Ia except that it does not include the word "Hebrew."

Fidelity Land Company used this form in two deeds in the Cedarhurst district.

South Seattle Land Company used it in one deed in the Cedarhurst district and three deeds in the Beverley Park Addition.

II

"No persons other than one of the White Race shall ever be permitted to occupy any portion of any lot in said plot or any building at any time thereon, except a domestic servant actually employed by a white occupant of such building."

This form is used in one Laurelhurst Crest covenant and was designed to be binding for fifty years from March 14, 1928.

¹ Forms I-XII were found in Volumes 1392-1396. The period covered is mainly 1928.

It is to be noted that the covenant applies to a plat which is a large area covering many blocks and lots.²

IIIa

"Said tract shall not be sold, leased, or rented to any person or persons other than of Caucasian race nor shall any person or persons other than of Caucasian race use or occupy said tract."

Goodwin Real Estate Company used this form in deeds for sale of property in Victory Heights. Fifteen of these were noted.

IIIb

The same as IIIa except that "white" is used instead of "Caucasian."

The Goodwin Company used this form in one deed in Olympic Hills; A.F. Nicholas Company used it in two deeds in Green Lake Circle.

IV

"No person or persons of Asiatic, African, or Negro blood, lineage or extraction shall be permitted to occupy a portion of said property or any building thereon except a domestic servant or servants who may actually and in good faith be employed by white occupants of such premises."

This form was used by the Typewriter Company of Washington in two deeds for Rayville; it was also used by N.B. Clark Company and others in six deeds in Carleton Park; by J.L. Grandy Incorporated for two deeds in Queen Anne Park; by H.C.K. Muhlenberg & Company in two deeds in Laguna Vista.

V

"Said lot or lots shall not be sold, conveyed, rented or leased in whole or in part to any person not of the White Race nor shall any person not of the White Race be permitted to occupy any of said lot or lots or any building thereon, except a domestic servant actually employed by a White occupant of such building."

The Goodwin Land Company used this form in two deeds for lots in Olympic Hills, five deeds in Lake Ridge, and four in Hawthorne Hills.

VI

"Said tract shall be owned and occupied only by people of the Caucasian Race."

One such covenant was found for what appears to be a private sale of the Westwood plat.

² The extent of this plat can be found by referring to Vol. 1393 of recorded deeds, p. 66.

VII

"Said property shall not be owned, leased to or mortgaged to, used or occupied as a residence by any person not of the white race."

One of this type of covenant was found, made by the Seacoma Beach Improvement Company for sale of property in Gregory Heights.

VIII

"The purchaser covenants, and said covenants, shall run with said land, that no part of said described premises shall ever be used or occupied by any person not of the White or Caucasian race."

Crawford & Conover used this form in one deed in University Gardens; West & Wheeler used it in one deed in High Point.

IX

"No title or interest in or right of occupancy of the said premises, either before or after the delivery of the deed hereto by the vender shall ever become vested in any person other than of the Caucasian race."

Goodwin Real Estate Company used this form in two sales of tracts in Victory Heights.

X

"Neither the said premises or any house, building or improvement thereon erected shall at any time be occupied by persons of the Ethiopian race or by Japanese or Chinese or any other Malay or Asiatic race, save and except as domestic servants in the employ of persons not coming within the restrictions."

The Puget Mill Company uses this form for one lot in Sheridan Beach.

XI

"This lot shall never be sold or occupied by any person of any descent other than Caucasian, nor used for any immoral or unlawful purpose."

A form used in two private sales of property in Oak Lake Villa.

XII

"The said lots or buildings thereon shall never be rented, leased or sold, transferred or conveyed to, nor shall the same be occupied by any negro or colored person or persons of negro blood, or persons of the Mongolian race."

People's Realty Company have this form in three deeds in Overland Park.

APPENDIX B

All of the following data is to be interpreted as applying only to the 1927, 1928 covenants found in this limited study. No accurate estimate can be made, from such scanty data, as to the extent of the covenants. It would appear, however, that covenants are quite numerous and widespread in Seattle.

TABLE OF RESTRICTIVE COVENANTS IN SEATTLE 1927, 1928

<u>Form*</u>	<u>Groups Excluded</u>	<u>Real Estate Firms</u>	<u>Districts Covered</u>	<u>Number Found</u>
Ia	Hebrews, non-whites	Puget Mill Company	Broadmoor	27
Ib	Non-whites	South Seattle Land Co. Fidelity Land Co.	Cedarhurst Beverley Park	3 3
II	" "	Dio Richardson	Laurelhurst Crest	1
IIIa	" "	Goodwin Real Estate Co.	Victory Heights	15
IIIb	" "	The Goodwin Co. A.F. Nicholas Co.	Olympic Hills Green Lake Circle	1 2
IV	" "	N.B. Clark Co. Typewriter Co. of Wn. J.L. Grandy Inc. H.C.K. Muhlberg Co.	Carleton Park Rayvilla Queen Anne Park Laguna Vista	6 2 2 2
V	" "	The Goodwin Co.	Olympic Hills Lake Ridge Hawthorne Hills	2 3 4
VI	" "	(Private Sale)	Westwood	1
VII	" "	Seacoma Beach Co.	Gregory Heights	1
VIII	" "	West & Wheeler Crawford & Canover	High Point University Gardens	1 1
IX	" "	Goodwin Real Estate Co.	Victory Heights	2
X	" "	Puget Mill Company	Sheridan Beach	1
XI	" "	(Private Sale)	Oak Lake Villa	2
XII	" "	People's Realty Co.	Overland Park	3
			Total	85

*See Appendix A

BIBLIOGRAPHY

- Burgess, E.W. "The Growth of the City," in R.E. Park, et. al., The City. Chicago: University of Chicago Press, 1925.
- Cohen, Joseph. "The Minority Races in Seattle During and Since the War," a study prepared for the National Housing Agency, 1946.
- Drake, St. Clair, and Cayton, Horace R. Black Metropolis. New York: Harcourt, Brace and Co., 1945.
- Hoyt, Homer. The Structure and Growth of Residential Neighborhoods in American Cities. Washington, D.C.: The Federal Housing Administration, 1939.
- Johnson, Chas. S. Patterns of Negro Segregation. Chicago: University of Chicago Press, 1945.
- McEntire, Davis. The Problems of Segregation. San Francisco: American Council on Race Relations, 1945.
- Myrdal, Gunnar. An American Dilemma. New York: Harper & Brothers, 1944.
- Racial Equality Bulletins. Seattle: The Christian Friends for Racial Equality, July 1946, February 1947.
- Report on "The Conference for the Elimination of Restrictive Covenants." Chicago: May 10-11, 1946.
- Schmid, Calvin F. Social Trends in Seattle. Seattle: University of Washington Press, 1944.
- Sterner, Richard. The Negro's Share. New York: Harper & Brothers, 1943.
- Truesdell, Leon E. Housing. Analytical Maps of Seattle, Washington. Bureau of the Census, 1940.
- Weaver, Robert C. Herred In; the ABC's of Race Restrictive Housing Covenants. Chicago: American Council on Race Relations, 1945.
- Wirth, Louis. "Segregation," Encyclopedia of Social Sciences, 1932.
- Woofter, T.J. Negro Problems in Cities. Garden City, New York: Doubleday, Doran & Company, 1928.

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