



HISTORIC BRIGHTON

Newsletter and Journal

Exploring our Town's history and educating our community about Brighton's past.

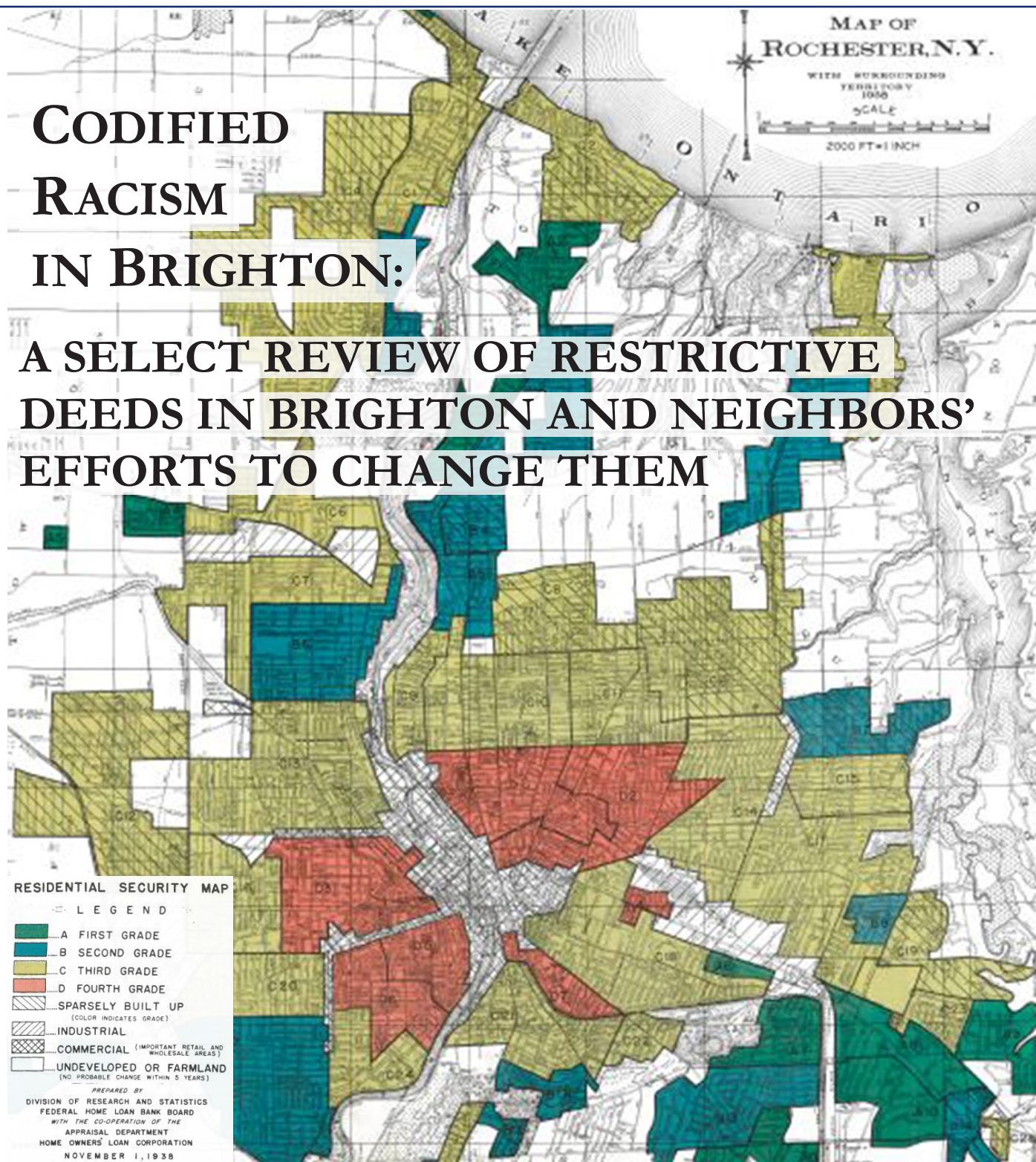
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CODIFIED RACISM IN BRIGHTON:

A SELECT REVIEW OF RESTRICTIVE DEEDS IN BRIGHTON AND NEIGHBORS' EFFORTS TO CHANGE THEM



RESTRICTIVE COVENANTS: THEIR HISTORY AND THEIR FUTURE

By Kayla Whalen (for undergraduate coursework at SUNY Geneseo)

These past few months, I was given the opportunity to research restrictive covenants here in the town of Brighton, narrowing my focus to the neighborhood known as the Edgewood tract. Restrictive covenants were something I knew very little about when beginning my research. I had no idea that there were restrictions written into deeds that prevented certain people from buying those properties, and that even today they were still in the deed for anyone to see. Looking through the history of restrictive covenants in the United States, and then diving deeper into Rochester and its neighborhoods, allowed me to fully explain why the deeds are here in the first place and what some local members are doing to begin the long overdue process of change. This project provided an opportunity to hopefully help start a conversation about the future and what we can do to make neighborhoods a more open and welcoming place for everyone and anyone to live in.

The Color of Law: A Forgotten History of How Our Government Segregated America, by Richard Rothstein, provides a great understanding of how restrictive covenants were created in the United States. The issue of housing segregation and the ability to restrict access to who is allowed to purchase property has been an ongoing problem since the end of slavery, with debates happening in the years that followed the Civil War on which rights were protected and which rights were not by the Thirteenth Amendment. In

1866, a Civil Rights act was passed that coincided with the abolition of slavery. Rothstein writes that the Civil Rights Act “...prohibit[ed] actions that it deemed perpetuated the characteristics of slavery. Actions that made African Americans second-class citizens, such as racial discrimination in housing, were included in the ban.”¹ This section of the act worked for about seventeen years, until in 1883, the Supreme Court decided that housing discrimination was not protected by the Civil Rights Act and the Thirteenth Amendment. This made it possible for housing discrimination to continue well into the twentieth century.

Rothstein continues that “Racial segregation in housing was not merely a project of southerners in the former slaveholding confederacy. It was a nationwide project of the federal government in the twentieth century, designed and implemented by its most liberal leaders.”² This debunks the traditional stereotype that slavery and its consequences were a problem of the South, while the North was seen as a place for freedom and liberal movements. While at their most basic level these statements hold some truth, the reality of the situation was far more complicated. Slavery and its aftermath is something that carried well into the twentieth century and even today, giving restrictive covenants the ability to thrive.

In the neighborhood known as Roselawn here in Rochester, there was a deed I was able to access that

shows how the nineteenth century sentiments carried this restrictive language into the twentieth century. Many of the covenants in the deed are standard for any housing property. Since the deed was written in 1919, it does reflect the time period in its 24th covenant, where it states that “No spirituous or malt liquors shall be made, kept or sold on any lot,” due to the prohibition era that followed World War I.³ While that is an interesting covenant, the 26th on the document is shocking to read: “It is expressly understood and agreed that no lot in the tract covered by said map shall be sold, assigned, leased, rented or occupied by any person of an undesirable race or character whose residence might prove a detriment to the property.”⁴ This line is still present on the deed today, and shows how the belief that nonwhite members of the community were seen as a detriment to the community, and raises the question of how it has impacted the neighborhoods in Rochester. Near the end of the deed, there is a line that confirms that the new owners of the lot have to abide by the rules set forth in the covenant and all future owners as well. The author of the deed was planning on keeping the Roselawn Tract a white haven for years to come.

Things shifted slightly following a legal battle two decades later. In 1948, a court case made its way to the Supreme Court due to a covenant that was created thirty-seven years prior. In St. Louis, Missouri, property owners gathered in 1911 to sign a restrictive covenant that would

1) Richard Rothstein, *The Color of Law* (New York: Liveright Publishing Corporation, 2017), VIII.

2) Rothstein, XII.

3) “Roselawn Deed 1919” (Legal Document, Rochester, 1919), 6.

4) “Roselawn Deed 1919,” 6.

prohibit anyone not classified as white to live on the property for the next fifty years.

However, in 1948, a black family known as the Shelleys bought a house on one of the properties covered by the restrictive covenant. Several white families in the area, including a family named Kraemer, brought this issue to the attention of the court to find justification for the covenant to be legally enforced. At first, the circuit court sided with the Shelleys, since the restrictive covenant did not have all the signatures of the property owners, thus making it incomplete. However, it bounced to the Supreme Court of Missouri which sided with the Kraemers and other white property owners. They believed that enforcement of the covenant was constitutional due to the fact that it was private property, not state. The case was then combined with a similar case from Michigan and presented to the United States Supreme Court. The U.S. Supreme Court, led by Judge Fred Vinson, decided that "...the Court held that standing alone, racially restrictive covenants do not violate the Fourteenth Amendment. Private parties may abide by the terms of such a covenant, but they may not seek judicial enforcement of such a covenant, as that would be a state action. Thus, the enforcements of the racially restrictive covenants in state court violated the Equal Protection Clause of the Fourteenth Amendment." ⁵

This made the restrictive covenants unable to be enforced, but it did not make them illegal or remove them

from the deed. Thus, if a family was unable to go to a court for help or could not stand up to the seller of the property, they would have no choice but to accept the restrictive covenant. This was a small win for the fact that white property owners looking to enforce these covenants no longer could, but it nonetheless still gave them the power to do whatever was necessary to try and enforce the covenant on their own since it was their private property.

Twenty years later, the Federal Fair Housing Act in 1968 officially made restrictive covenants illegal. The Act states that "The Fair Housing Act prohibits discrimination in housing because of: Race, Color, National Origin, Religion, Sex, Familial Status, Disability."⁶ It also made it illegal to refuse lending mortgages to qualified buyers. This would combat the redlining and clear separation of races in communities. However, due to the duration of redlining and distinction between communities, we can still see population differences and income levels per community today. This is partly due to the fact that the Fair Housing Act did not provide a solution for a way to deal with the restrictive covenants and move forward from them. In 1910, Baltimore Mayor Barry Mahool captured the tone of the era when he stated that "Blacks should be quarantined in isolated slums in order to reduce the incidents of civil disturbance, to prevent the spread of communicable disease into the nearby White neighborhoods, and to protect property values among the White majority."⁷ The income levels among

white and black families more than a hundred years later still show the harm and relevance of this statement. In a presentation done by Shane Wiegand, he explains that populations of redlined neighborhoods in Rochester today are still 92% minority, and that "African American children in our region are more than four times as likely as whites to live in poverty." ⁸ This is something that needs to be addressed, and thankfully several neighborhoods in the Rochester area have begun to do so.

When we turn our attention to the neighborhood known as Edgewood, we can see how restrictive covenants and redlining have affected this community. Edgewood restricted not only African American families, but also Polish, Jewish, and Italian families as well. The 8th and 17th Ward area was a part of Rochester that was known to have many minority families living in poor conditions.



Shelley Family, Accessed April 26th from <https://blackthen.com/j-d-shelley-shelley-v-kraemer-faces-discrimination-fair-housing/>

5) Shelley v. Kraemer, 334 U.S. 1, (Court case, 1948), 1.

6) "Housing Discrimination Under the Fair Housing Act" (Legal Document, 1968), 1

7) Nancy Welsh, "Racially Restrictive Covenants in the United States: A Call to Action" (Dissertation, University of Michigan, 2018), 134.

8) Shane Wiegand, "History of Segregation and Racist Policy in Greater Rochester" (Powerpoint, Rochester, 2019) 50-53.

If those families saved enough money, they would try to move south into the the suburbs, which included the Edgewood neighborhood. This would make the deeds in Edgewood reactive, as scholar Nancy Welsh explains that proactive deeds are deeds that were created in the building of new neighborhoods to make sure they are staying white, while reactive deeds are created when there is a threat of Black or other minority movement into the area.⁹

Edgewood was promoted as a “paradise,” and restrictive ownership documents allowed developers to cater specifically to white families. On September 18th, 1938, an ad ran in a local newspaper detailing a property on Westfall Road. The caption below the picture in the ad states “Low taxes, all improvements paid, Brighton No. 1 School, churches and transportation nearby, spacious lots, together with careful development make Edgewood the outstanding location for your new home.” The phrasing of “careful development” is vague, but also very telling. Knowing that the restrictive covenants in Edgewood were created to combat the possible movement of unwanted families into the neighborhood makes this phrasing carry a punch when read with the hindsight we have today. That point gets confirmed just a few months later in March, 1939, when an ad for another property in Edgewood uses the language “...excellent neighbors, restricted.” This ad admits the neighborhood is restrictive, but since this was twenty-nine years before the Fair Housing Act made it illegal, there was no shame in admitting that the neighborhood was deliberately developed to restrict minorities from being able to live there.

Some local homeowners of Edgewood today are trying to shed light on the “paradise” created by the restrictive covenants and their hopes moving forward. I was able to interview James Whorton, a member of the community who had started digging into his own housing deed and discovered the racist language. He decided to look into his deed due to the Rochester neighborhood Meadowbrook, and the work they have put into making their community not just an equal neighborhood, but an anti-racist one as well.

Meadowbrook has a website detailing their neighborhood and one of the publicly accessible pages details the history of restrictive covenants in the area and how they have hurt the community. This inspired Mr. Whorton, and led him to research his own deed that was first written in 1936. The deed states “This lot shall never be occupied by a colored person. This lot shall for a period of 40 years not be occupied by an Italian nor a Pole, unless all the ancestors of such persons for at least two successive generations shall have been citizens of the United States. This last restriction, however, may be modified or waived upon duly acknowledged consent of two-thirds of the lot owners whose lots front upon the same street as shown upon the map of Edgewood tract.” This covenant shows us that Italian and Polish families were also seen as unwanted in Edgewood, but they could be grandfathered in depending on their family history in the United States, while Black families were expected to never be allowed to live in Edgewood.

Mr. Whorton believes that going forward, the town should follow the second half of the covenant and get

two-thirds of the lot owners to sign off on removing or changing the covenant. He also believes that the town should do a lot of equity work in order to create a new Edgewood. He stated that the first step in this mission going forward would be to gather the community and involve many of his neighbors so they are aware of their own deeds and the work that needs to be done. However, due to Covid, this has proved to be slightly more difficult with the lack of outdoor block parties and picnics. He ultimately wants the town to take responsibility for its past, and for allowing the covenants to fly under the radar for so long. I was also able to connect with another neighbor, Carol Griffi, who has been researching her deed and the history of restrictive covenants. Her deed also has the same exact restrictive covenant as Mr. Whorton’s, and it is pictured on the following page. Griffi and her husband took a step in making sure the future is aware of this injustice by signing their Abstract of Title and referring to the restrictive covenant as “abhorrent.”

Restrictive covenants are something that the public will need to address going forward. The property owners of Meadowbrook have set an example for Rochester, with Edgewood following close behind. Only through educational opportunities and events that foster an anti-racist community through the teaching of the history of restrictive covenants can members of the community fully begin to understand and rectify the harmful actions of the past.

Welsh argues that “To rectify these injustices, lawyers, urban planners, and real estate professionals must engage in dialogue, recognize our role in the

9) Welsh, 132

perpetuation of these injustices, and take direct action against them.”¹⁰ She also believes it to be harmful to just erase the covenants, as they can be used as a learning tool for the future. Instead, a clause should be added to the deed addressing the restrictive and racist language used in the covenant, making it clear that the current and future homeowners do not agree with those sentiments. Removing the restrictive covenants, or adding a clause that acknowledges and disavows them, are both great goals for a community. It would require almost everyone’s participation which is why I am hoping that this article helps the people of Edgewood and Rochester alike continue their efforts and start a conversation with the general public in the hopes of one day being able to address the covenants in writing. Only through this can these communities ever hope to rectify their past and move forward in a community where everyone is made to feel welcome.

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10) Welsh, 138.

5. This lot shall never be occupied by a colored person. This lot shall for a period of 40 years not be occupied by an Italian nor by a Pole, unless all the ancestors of such persons for at least two successive generations shall have been citizens of the United States. This last restriction, however, may be modified or waived upon duly acknowledged consent of two-thirds of the lot owners whose lots front upon the same street as shown upon the map of Edgewood Tract.

Abstract of Title No. 05 restrictive covenant, courtesy of Carol Griffi (Edgewood resident)

EDGEWOOD TRACT

Monroe Avenue to Edgewood Avenue, turn right on Edgewood

This beautiful home adjacent to Allyn's Creek represents the outstanding buy in Monroe County.



Features are absolutely the latest in modern conveniences and construction combined with architectural perfection.

2135 Westfall Road

Low taxes, all improvements paid, Brighton No. 1 School, churches and transportation nearby, spacious lots, together with careful development make Edgewood the outstanding location for your new home. Prices and financing arranged to suit purchaser.

CONTINENTAL HOUSING CORPORATION
803 Genesee Valley Trust Bldg.

Main 3585

1939 advertisement for a home in the Edgewood neighborhood

HISTORIC BRIGHTON: ON DISCRIMINATION

A history of discrimination, racism and exclusion exists in many American cities and towns. Until we can bring these past injustices out into the open for discussion, the weight of problems will never be worked out. Historic Brighton Newsletter & Journal begins this dialogue with an article written by Kayla Whalen, a 2021 graduate of SUNY Geneseo (B.A. in history). Her paper was written as a school assignment and reflects strong views on ‘red-lining’ and discrimination in our region. Kayla is now a first-semester graduate student at SUNY Buffalo pursuing a masters’ degree in library and information science.

Historic Brighton invites its readers to express their thoughts and knowledge on this subject. We hope to explore this topic in more detail in future publications; we want our members and our readers to be part of that effort.

Cited materials:

- 1) “Edgewood Ad.” Image: Rochester, 1939. Original Source Unknown.
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- 5) Rothstein, Richard. *The Color of Law*. New York: Liveright Publishing Corporation, 2017.
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- 7) Welsh, Nancy. “Racially Restrictive Covenants in the United States: A Call to Action.” Dissertation: University of Michigan, 2018.
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MERCHANTS OF MONROE: ALTIER'S

By Raymond Tierney III

Can you imagine waiting in line to be fitted for shoes? Altier's, in the Twelve Corners Plaza, was just that kind of place in the 1950's. Many a family crowded into the small front waiting area eagerly awaiting their number to be called. Gosh, during that time my mother had five of us who were either growing or wearing out our shoes. It certainly was the place to go for children's shoes. This chapter of the Merchants of Monroe will feature Richard and Ted Altier's adventure from their father's small shoe store, opened in the City of Rochester, to the 5th largest independent shoe retailer in the country. That journey traveled through the Town of Brighton.

Portland Avenue was the spot chosen by Michael Altier to open his shoe store in 1921. From his article in the Rochester Democrat and Chronicle, Allan Morrell writes that the company was launched with \$400 worth of shoe credit from a wholesaler. In researching this article I was not able to find any newspaper ads from that period but I did find numerous mentions of the Altier's semi-pro baseball team. It apparently was a vehicle of advertising as there were many teams in Rochester all sponsored by businesses. Altier's also had a bowling team that kept their name out there throughout the year.

In 1947 that all changed after Michael's passing. Richard stepped in to help his mother Angelina run the store that had moved to W. Main St. in an area referred to as Bull's Head. It was shortly after this time that expansion and a marketing change came to define the company. Ted returned from the Army in 1951 and joined his mother and his brother at Altier and Heckler shoes. By 1952 the

name on the storefront had changed to Altier and Sons and the focus of the business had evolved to children's shoes enabling the company to grow rapidly. What did they do to capture the market?

Just as the Wegmans and Neisners had done, the Altiers chose Twelve Corners Plaza in Brighton for their first suburban expansion in 1950. The store quickly caught on with growing families as it specialized in shoes for toddlers and young growing feet. It featured the quality "Stride Rite" and "Buster Brown" brands. Glancing at the Altier's ads in the Democrat and Chronicle from the that time paints an interesting picture of how this niche market launched Altier's to a leading shoe retailer. One ad mentions the fact that toddlers take up to 30,000 steps a day. It was borne of the exploding "baby boomer" population and a savvy marketing strategy. As evidenced by my 32 cousins, children's shoes were a big business in the 50's and 60's.

Evident in their advertising, the approach was as follows: target future consumers (ads in the brides section), focus on the users (babies and children), properly position locations (growing suburbs), feature

quality products (Stride Rite, Buster Brown) and provide unparalleled customer service.

I suppose it is easy to ascribe genius to the growth strategy of Richard and Ted Altier but, in fact, generational growth in a family business rarely succeeds without a well thought-out business plan and execution of same. The Altiers had both! By the 1960's Altier's had expanded their focus to men's and woman's shoes. Mike Altier fondly remembers he and his brother, Tom, working in the stockroom of the Brighton store at Twelve Corners. A Northgate Plaza store opened shortly after Twelve Corners, and was a stepping stone to further expansion. Stores followed in Irondequoit Plaza, Southtown Plaza, Midtown Plaza, Westgate Plaza, Pittsford Plaza, Greece Town Mall and Marketplace Mall. Eventually, they opened stores in both Syracuse and Buffalo. Altier's focus also broadened into specialty stores. Mike Altier remembers a store in Eastview Mall that sold almost exclusively footwear for nurses. The 1980's saw the company expand to 25 stores with 278 employees, including Richard's son, Rick, who had joined the family business. By the 1990's many challenges found the company being purchased by Shoe Show in

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1993. Interestingly, there are still Altier stores that remain today. According to Allan Morrell in his article, "Whatever happened to Altier's", D&C columnist Frank Bilovsky in 1993 wrote that the company may have sold more shoes here than any other retailer over the past 72 years.

Behind every successful business owner there is often a sense of community. Richard and Ted Altier were no exception. Richard was involved in numerous organizations but especially the Rochester Red Wings, Rochester Amerks and Nazareth College. Ted was on many boards including the Rochester Chamber of Commerce, where he served as Chairman, the YMCA and

Rochester General Hospital. Betty Altier, Ted's wife, was also deeply involved in the community including being the Chair of the Monroe County Planning Board. She was also a director of the Margaret Woodbury Strong Museum. The Altiers have left much more than a business legacy as their civic footprints are found throughout our area.

In closing, I remember talking to Mike Altier at his father's 2003 Memorial Award dedication. It was given by the Brighton Chamber of Commerce for his "devotion to work and civic duty and improving the quality of life in the community." The award monument sits directly across from where Altier and Sons operated for over 30 years. I relayed to him a story

my father told me many years ago. When he opened his supermarket across the street from Altier's in 1962, many thought he was in over his head going up against Wegmans and A&P. Not Mike's father, as Ted Altier came into Super Duper, shook my father's hand and told him he was going to do well. I guess that is what you would expect from the 2012 inaugural inductee into the National Shoe Retailers Hall of Fame. Ted and Richard Altier are worthy additions to the long list of successful Merchants of Monroe.

—HB—



Left: Altier's Shoes serves as a backdrop to this photo of Richard Altier (left) and Ted Altier (right)

Right: Midcentury ad for Altier's featuring all six regional Altier's locations, with the header "Altier's Shoes Walk the Rochester Scene"



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REMEMBERING JOHN BOREK (1949-2021)

By Marjorie Barkin Searl

For those who are relative newcomers to Brighton, John Borek's name was synonymous with the Village Green Bookstore on Monroe Avenue just beyond the Brighton town line. John, however, was a "son of Brighton," having graduated from Brighton High School in 1967. After attending Columbia College in New York City, he found himself back in Rochester where, in 1973, he began to sell books. By 1980, he was selling books at what became the well-known Village Green. Two other Brightonians, Paul Adams and William Kern, partnered with him in this endeavor.

In an article by Jeff Spevak in City Newspaper [December 8, 2020] he quotes John: "My personal history and my country's history sort of intersected and blew up," Borek says. "I was by appearances a suburban kid, but I was really the child of a couple who had survived the Depression and World War II. And my parents had spent most of their lives creating a safe zone for the family -- I'm an only child -- for me, the family, that would protect me from the harshness

and indignities of life." Brighton was his parents' community of choice for this safe zone, where they lived on Shalimar Drive and John excelled in the competitive environment of Brighton High School.

John's career as a bookseller ended in 1999 with the closing of the Monroe Avenue store, after a period of major expansions beyond Rochester and New York State. That was not the end of John's public life, however. He became a community activist and leader in the 19th Ward neighborhood, and simultaneously created personae like The Professor of Rap and a would-be Pope. He played multiple roles at the innovative MuCCC performance space in Neighborhood of the Arts, and towards the end of his life, he became a writer.

While his memoir *The Club Van Cortlandt* documents a summer between his first and second years at Columbia, he mentions Rochester touchstones, like Miss Enid Botsford's Ballroom Dancing and Etiquette classes that gave him a basic social

vocabulary. And, who but John would remember that 60s Brighton High School students were sure that Brighton was the model for the TV soap opera community *Love of Life*? The book is worth reading if only for his description of these brilliant BHS students' efforts to keep up with the twists and turns of the soap.

While he was cited as Best Student in the 1967 Brighton High School yearbook, he died as one of Rochester's Most Creative People in 2021 (the author's posthumous award to John). Predeceased by his equally gifted wife Jacqueline, whom he loved capaciously and with whom he created a rich life filled with friends who became family, John soared throughout his lifetime, pouring his immense talents back into the community that launched him.

John and Jackie's friends are keeping their memories alive in a Facebook group called Museum of Jackie & John. If any of our readers have memories to share about John, please contact mbsearl@gmail.com.

HB



Left: John at Village Green, c. 1986 | Right: John at Best Coffee at the Market, c. 2014; both images courtesy of Jessica Raimi