Two Public Histories of Housing Discrimination in Connecticut



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Two Public Histories of Housing in Connecticut

Part 1:

How to find and reject racist covenants in Connecticut Town Land Records myCTdeed.com

Part 2:

Fighting for Home: How Housing Policy Keeps Connecticut Segregated Airs 6/27!



These Connecticut homes have something in common...

"No persons of any race other than the White race shall use or occupy any building or any lot, except that this covenant shall not prevent the occupancy by domestic servants of a different race domiciled with an owner or tenant."



Cheshire 1790 Covenant added later



Woodbridge 1958



Hamden 1941



Manchester 1949

Reading Connecticut Land Records

Documents to Look For:



Agreements

AGREEMENT made at New Haven, Connecticut, this 1st day of October. A.D. 1940.

by and between JOSEPH L. MATZ and ALICE M. MATZ, husband and wife, both of the Town of New Haven, in the County of New Haven and State of Connecticut, here referred to as the Parties of the First Part, and JOSEPH E. MASELLI and DEROSA, both of the Town of Hamden, in said County and State, hereinaft situated in the Town of Hamden, County of New Haven and State of Connecticut known as #83 Gillies to as the Parties of the Second Part. WITNESSETH:

THAT WHEREAS said Parties of the First Part have this day purchase Parties of the Second Part, the premises located in said Town of Hamden

square feet, and a width of less than 60 feet at the front building setb that no persons of any race other than the white race shall use or occup ing on any lot except that this covenant shall not prevent the occupancy servants of a different race domiciled with an owner or tenant; that any erected shall cost not less than \$5000., and that the ground floor area structure, exclusive of one-story open porches and garages, is to be not less than 625 square feet, in the case of a one story structure, and not less than 525 square

Schedule A

SCHEDULE A

All that certain piece or parcel of land with the buildings and improvements thereon Road, also known as Lot 21 on a certain map entitled "Map #2, Section One, Gilridge, Hamden, Conn., owned and developed by J. Maselli and P. DeRosa, Scale I in equals 80 feet, Charles H. Miller, Surveyor, May 1940", on file in the Hamden Town Clerk's Office, bounded and described as follows:

NORTHERLY: By Gillies Road, 74 feet;

EASTERLY: By Lot #22, on said map, 107 feet;

By land now or formerly of Estate of James A. Gillies, on said map, SOUTHERLY:

WESTERLY: by Lot #20 on said map, 107 feet.

Warranty Deeds

KNOW YE, THAT I, August Anderson, of the Town of Cheshire, County of New , and State of Connecticut, for the consideration of One Dollar and other ble considerations but less than One hundred Dollars, received to my full faction of Irving B. Anderson, of said Town of Cheshire, do give, grant, in, sell, and confirm unto the said Irving B. Anderson and unto his heirs ssigns forever, all that certain piece or parcel of land, with the buildings 11 improvements thereon, situated in said Town of Cheshire, containing -three (43) acres more or less, and bounded and described as follows:

QUIT CLAIM DEED

TO WHOM THESE PRESENTS SHALL COME---GREETING: THAT, The Berner Lohne Company, Incorporated, a corporation organized uant to the laws of the State of Connecticut, and located in the Town New Haven, and State of Connecticut, for the consideration of One Louis and coner valuable considerations, but less than \$100. received to its full satisfaction of Martin Lohne, of the Town of New Haven, in the County of New Haven, and State of Connecticut, doth remise, release and forever QUIT CLAIM unto the said Martin Lohne, and unto his heirs and assigns forever, all the right, title,



A Typical Homeowner Deed Search

Tracing the Land Record Back in Time



Current Homeowner

Current Owner is the GRANTEE Seller is the GRANTOR

Previous Conveyance

Previous owner is now the GRANTEE There is a prior GRANTOR

Previous Conveyance

Previous owner is now the GRANTEE There is a prior GRANTOR

Present Day



Previous Conveyance

Previous owner is now the GRANTEE There is a prior GRANTOR

Previous Conveyance

Previous owner is now the GRANTEE There is a prior GRANTOR Earliest Land Record



Working With Physical Records

Where to Begin?

- Everything is part of the public record.
- Known covenant research the surrounding neighborhood or other homes with the same developer.
- □ Use maps to begin then research those developments.
- □ Finding names use property cards or the town tax database.
- Browse volumes that contain documents in the relevant years.
- □ Go down the rabbit hole any way you can! Some of this is intuitive.
- READ EVERYTHING after looking up the property. The deed history of a home is the complete record, not just a snapshot.
- A covenant may be found "buried" in the document, or referred to in Schedule A.







Working Online

Juggling the Tools of Online Covenant Research

- Some towns have robust land records online.
- Open the Lands Records database for the town you are searching.
- Open the GIS map for the town you are searching.
- Click on a neighborhood and plot. Open the property card in a separate window. Search the volumes and pages listed on the card.
 - Be aware of private transactions; more research is needed
 - Quit claim deeds are often incomplete; more research is needed
 - Other conveyances (inheritances, gifts, recorded on statutory forms, etc.)
 - Some property cards have a fuller record of conveyances and recordings









68 Wepawaug Rd.

SCHEDULE A

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All that certain piece or parcel of land, with all the improvements thereon, situated in the Town of Woodbridge, County of New Haven, and State of Connecticut, known as Lot #27 on a map entitled, "Wepawaug Estates, Woodbridge, Conn. owned by The Berner Lohne Co., Inc., New Haven, Conn., scale 1 inch equals 200 feet, Dec. 1, 1939, Mar. 1, 1942", Frederick C. Hahn, Civil Engineer and Surveyor, on file in the Woodbridge Town Clerk's Office as Map No. 43R, and bounded:

Southeast by Wepawaug Road, 225.8 feet, more or less; Southwest by Lot #28 on said map, 275 feet, more or less;

by land now or formerly of Minnie Baldwin and Stella Baldwin, 258 feet, more Northwest

or less:

Northeast by Lot #26 on said map, 292 feet, more or less.

Said premises are also known as 68 Wepawaug Road, Woodbridge, Connecticut

SUBJECT TO:

- Taxes on the Grand List of OCTOBER 2014, which the Grantees herein assumes and agree to pay as part consideration hereof.
- Any and all provisions of any ordinance, municipal regulations, public or private law.
- Any assessments or pending assessments for which a lien or liens have not as yet been filed.
- Any provisions, if applicable, of any inland/wetlands, or coastal wetlands statutes, ordinances, rules

Restrictions, easements, and an agreement contained in a deed from The Berner Lohne Company to Joseph J. Alea and Margaret E. Alea, dated April 10, 1952 and recorded in Volume 52 Page 107 of the Woodbridge Land Records.

VOL. 52

THE PROPERTY OF THE PROPERTY O

State of Connecticut,

New Haven County

January 3d A.D. 1952 Personally appeared Morton A. Miller Secy of L. Miller & Sons Inc and Stanley L. Miller, Treasurer of Woodbridge Builder Supply Co. signers and sealers of the foregoing instrument, and severally acknowledged the same to be their free act and deed and that of said corporations, before me.

Benjamin F. Goldman Commissioner of the Superior Court, for New Haven County

Received for Record April 14th, 1952 at 4h. 15m. P.M. and recorded by asit. Town Clerk Edel Mr. Street

WARRANTY DEED

To all People to whom these Presents shall come -- Greeting:
Know Ye, That The Berner Lohne Company, Incorporated, a corporation organized
under and pursuant to the laws of the State of Connecticut, and located in the
Town of Woodbridge, In the County of New Haven, and State of Connecticut, For the consideration of One dollar and other waluable considerations, received to its full satisfaction of Joseph J. Alea and Margaret E. Alea, husband and wife, both of the Town of Lerby, in the County of New Haven, and State of Connecticut, does give, grant, bargain, sell and confirm unto the said Joseph J. Alea and Margaret E. Alea, and unto the survivor of them, and unto such survivor's heirs and assigns forever, all that certain piece or parcel of land, with all the improvements thereon, all that certain piece or parcel of land, with all the improvements thereon, situated in the Town of Woodbridge, in the County of New Haven, and State of Connecticut, known as Lot #27 on a map entitled, "Wepawaug Estates, Woodbridge, Conn. owned by The Berner Lohnc Co., Inc., New Haven, Conn., scale I inch equals 200 feet, Dec. 1, 1939, Mar. 1, 1942", Frederick C. Hahn, Civil Engineer and Surveyor, on file in the Woodbridge Town Clerk's Office, said lot being bounded:

Southwest by Wepawaug Road, 225.8 feet, more or less;

Southwest by Lot #28 on said map, 275 feet, more or less;

Northwest by I and now or formerly of Minnie Baldwin and Stella Beldwin. 250 feet, more or less:

Northwest by land now of tolerand of the state of less;
Northeast by Lot #26 on said map, 300 feet, more or less.
Said premises are subject to certain restrictions and easements contained in a deed from The Berner Lohne Company, Incorporated, to Martin Lohne, dated January 16, 1940, and recorded in Volume 44 on Page 308 of the Woodbridge Land Records. Said premises are conveyed subject to the further agreement, that when a dwelling is erected thereon and the premises developed, that that area inclusive of 25 feet on each side of the dwelling and from the rear of the dwelling to the

of 25 feet on each side of the dwelling and from the rear of the dwelling to the street line, for such width, shall be graded, seeded and so maintained.

Said premises are also subject to building lines if established, all laws, ordinances or governmental regulations, including building and zoning ordinances, affecting said premises, and taxes on the List of 1951, 1/2 of which taxes said grantees hereby assume and agree to pay as part of the consideration for this deed. To have and to hold the above granted and bargained premises, with the appurtenances thereof unto the said Grantees, and unto the survivor of them, and such





68 Wepawaug Rd.

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MANUSCRIPT VOL. 44

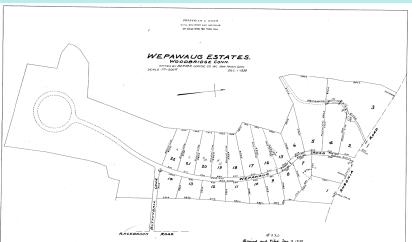
QUIT CLAIM DEED

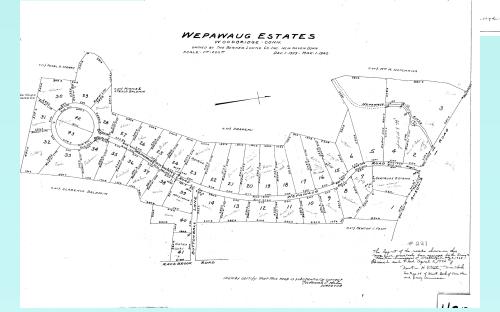
TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME---GREETING:

KNOW YE, THAT, The Berner Lohne Company, Incorporated, a corporation organized under and pursuant to the laws of the State of Connecticut, and located in the Town and County of New Haven, and State of Connecticut, for the consideration of One Dollar and other valuable considerations, but less than \$100. received to its full satisfaction of Martin Lohne, of the Town of New Haven, in the County of New Haven, and State of Connecticut, doth remise, release and forever QUIT CLAIM unto the said Martin Lohne, and unto his heirs and assigns forever, all the right, title, interest, claim and demand whatsoever as It, the said releasor, hath or ought to have in or to all those certain pieces or parcels of land, with all the improvements thereon, situated in the Town of Woodbridge, in the County of New Haven, and State of Connecticut, being Lots \$5\$ to 22, inclusive, and as shown on a map entitled, "Wepawaug Estates, Woodbridge, Conn., owned by Berner Lohne Co., Inc., New Haven, Conn., scale I inch equals 200 feet, December 1, 1939," Frederick C. Hahn, Clvil Engineer and Surveyor, and on file in the Woodbridge Town Clerk's Office.

Said premises are conveyed subject to the following restrictions: that all lots in the tract shall be known and described as residential lots: that the same shall be used solely and wholly for residential purposes; that no noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or auisance to the neighborhood; that no chicken coops shall be built or maintained thereon; that no structures shall be erected, altered, placed or permitted to remain on any residential plot other than one detached single family dwelling, not to exceed 2-1/2 stories in height, and a private garage for not more than three cars, which must be attached to the dwelling, that any building so erected shall be located not nearer than 75 feet to the front lot line, nor nearer than 75 feet to any side street line, and no part of any building shall be located nearer than 20 feet to any side lot line; that no residential structure shall be erected or placed on any building plot which plot has an area of less than 60,000 square feet, and a width of less than 200 feet at the street line; that no persons of any race other than the white race shall use or occupy any building or any lot, except that this covenant shall not prevent the occupancy by domestic servants of a different race domiciled with an owner or tenant; that any building erected thereon shall cost not less than \$6000., and that the ground floor area of the main structure, exclusive of one-story open porches and garages, to be not less than 750 square feet, in the case of a onestory structure, nor less than 600 square feet, in the case of a 1-1/2, 2 or 2-1/2 story structure. Page 1.

















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Tips and Tidbits

- An agreement might exclude certain plots, however home-specific research may show that the restrictive covenant was later included.
- Remember, databases are searchable by name, which can be a homeowner, developer, or name of a development. Use everything!
- □ While generally homes with restrictive covenants were built in the 1920s 1940s, be aware that covenants run with the land. Newer homes may have been built on razed plots that are racially covenanted.
- Make a grid of a town and sample each section.
- □ Take a bird's eye approach! What do you know about this town's history? Do the shapes of the neighborhoods on the GIS map provide clues?
- □ A town's taxpayer database is a good source for finding names.
- □ Developers touted "exclusivity" in newspaper ads. These sources may lead to results.



Legal Background

In Corrigan v. Buckley (1926):
Supreme Court decides
racial restrictions are
constitutionally permitted;
14th Amendment does not
limit actions of private
individuals

Consistent with other court decisions like Plessey v.
Ferguson (separate but equal) and with a general prevalence of segregation practices during "Jim Crow" era

In CT, racially restrictive covenants appear to peak late 30's to late 40's







Shelley v. Kraemer (1948)

Unenforceable

SUPREME COURT DECIDES **ENFORCEMENT**OF RACIALLY RESTRICTIVE COVENANTS
VIOLATES EQUAL PROTECTION CLAUSE OF
14TH AMENDMENT

Unconstitutional

14th AMENDMENT CONCERNS GOVERNMENT ACTIVITY, SO **ENFORCEMENT**, I.E. USE OF THE JUDICIAL MACHINERY OF THE STATE, TO UPHOLD UNEQUAL TREATMENT OF RACES, **IS UNCONSTITUTIONAL**

But still there...

COVENANTS THEMSELVES ARE NOT HELD TO BE ILLEGAL OR VOID; NO MANDATE TO FORBID OR REMOVE THEM



Land records still contain thousands of race-based covenants

AFTER SHELLEY, FEDERAL AND STATE FAIR HOUSING STATUTES OUTLAWED SUCH PRACTICES – NOW IT'S UNENFORCEABLE AND ILLEGAL

BUT, IN LAND RECORDS
THEMSELVES, THE COVENANTS
REMAIN UNREFUTED. FOR
AFFECTED PROPERTIES, THEY
ARE THE LAST STATEMENT OF
RECORD CONCERNING
SEGREGATION



States Respond With Legislation

Oregon (2018)



Delaware (1973)



Washington (2019)



Maryland (2019)



California (2020)



Procedures are cumbersome and have limited effect



Connecticut Public Act §21-173

- Racially Restrictive Covenants are VOID
- New PROCESS created for Renouncing Covenants in Land Records
- Simple Forms: AFFIDAVIT; and "FORM"
 - Property Owner(s) Names(s)
 - Description
 - Volume/Page reference where covenant is found
 - A Rejection or Renunciation of the Covenant
- NO Recording Fees
- NO Encumbrance on the property





Thank you!

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Sabrina Buckwalter, CT Public SabrinaBuckwalter@ctpublic.org





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