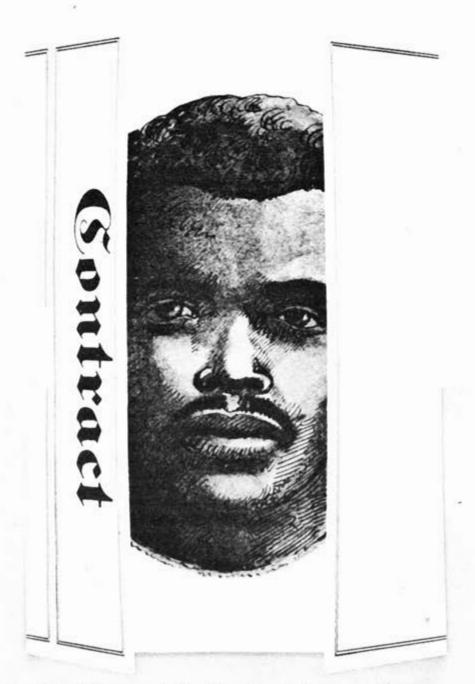
"IN MY FATHER'S HOUSE THERE ARE MANY MANSIONS— AND I'M GOING TO GET ME SOME OF THEM TOO"



The Story of the Contract Buyers League by James Alan McPherson

". . . every human being's life in this world is inevitably mixed with every other life and, no matter what laws we pass, no matter what precautions we take, unless the people we meet are kindly and decent and human and liberty-loving, then there is no liberty. Freedom comes from human beings, rather than from laws and institutions."

—Clarence Darrow Summation to jury in the trial of Henry Sweet, Detroit, 1926

I People and Houses

he way to Lawndale, on Chicago's West Side, is by el: a twenty-minute ride from the Loop to Pulaski Road, a twenty-minute ride back. In the early morning, and again in the evening, the cars running between the two sections of the city are packed with black workers. Airport attendants, maids, waitresses, janitors, truck drivers, factory workers: a cross section of the unskilled. These are people conditioned by urban living: nothing surprises them. In the rattling cars there is little laughter or talk, nor is there much complaining.

The community itself, Lawndale, is very much like any other black section of a major American city. About 180,000 people crowd into its 12 square miles. Whether it is called a ghetto or a community, the visible symbols remain the same: the sense of Elizabethan vitality and ferment painfully contrasting with the physical reality of spiritually dead loafers in colorful habits decorating the fronts of bars and stores and barbershops; children darting in and out of these shops or playing in gutters; mothers hauling plastic sacks of clothes to and from the laundromats, young women looking vacantly nowhere. The radio music which keeps it all alive blares into the street, sometimes overpowered by bull-voiced disc jockeys hawking cars and clothes and color televisions. Older women look down on the street, watching the children and just watching; a repossession notice, from downtown, floats along the pavement on the wind. The stylized movements of eyes and fingers and feet; the screaming colors; the pictures and posters of this year's politicians sloppily pasted over those from last year; the bourbon billboards; the uncleared lots and falling houses bearing the graffiti of resident groups— Vice Lords, Conservative Vice Lords, Disciples, Black Panthers. The storefront churches; the other houses struggling to survive; the sense of having seen it all or of having read about it all someplace before.

But something new and positive has started here that makes Lawndale more than just another ghetto. Along the streets intersecting Pulaski Road are hundreds of old, but solidly constructed two- and three-flat houses which many of the residents hope to rehabilitate eventually. Tall, shabby, weatherworn brick structures, they suggest a stability that is foreign to the idea of a ghetto. Yet these houses, and the fight of Lawndale people to save them, are what make this particular ghetto a community and a symbol of national significance.

Sometime this year, amid the hoopla and glitter of the two national political conventions, the resurrection there of suppressed issues and the lavish promises for dealing with them, the fate of these people and their houses will be decided in the United States District Court for the Northern District of Illinois. Two court cases argued by white lawyers, Baker v. F & F Investment and Clark v. Universal Builders, represent four years of cooperative activity by the people of Lawndale on the West Side of Chicago. joined by other black families from the South Side of Chicago. The cases bind over three thousand black families and their homes to a difficult question which must eventually be answered by the courts: has a businessman the legal right to make a profit from a market created by racial discrimination where the buyer has no other place to deal?

he problem is common to every American ghetto. What has happened in Chicago has happened in other cities. But a popular movement to do something about it began in Chicago, and Chicago is the central stage on which the resultant drama is now coming to a climax.

Chicago is perhaps the most residentially segregated city in the country. Its reputation is based on a strong tradition of neighborhood towns or "ethnic states." Their people—Bohemians, Germans, Irish, Italians, Jews, Lithuanians, Poles—tended to settle together and defend their customs and their borders against newcomers. Black people were the ultimate newcomers. Lured up from the South by stories of higher wages, political freedom, the good life, they settled on the South Side and began testing borders.

By the end of World War I their own borders had been erected for them. Jim Crow ordinances and restrictive covenants were used to control any expansion. Specifically, the Chicago Real Estate Board's Code of Ethics cautioned: "A realtor should never be instrumental in introducing into a neighborhood... members of any race or nationality or any individual whose presence would be clearly detrimental to property values in that neighborhood." But the black influx continued, and by the 1940s the South Side could no longer accommodate the migrants. Sub-

A caller might simply say, "They're coming."

scribers to the American Dream, they wanted the stability symbolized by home ownership. Some jumped the borders and spilled over into wherever housing was available: East Chicago, Chicago Heights. Some went as far as Gary, Indiana, and sat waiting for a chance to move back. At the same time, many whites were moving into the suburbs.

In 1948 the United States Supreme Court ruled racially restrictive covenants judicially unenforceable. In 1950 the Real Estate Board dropped the words "race" and "nationality" from its code, but the policy remained the same. In the mid-1950s when urban renewal began its demolition and removal program in black slum areas, a number of "panic peddlers" seized on the U.S. Supreme Court's 1948 ruling to "open up" and "turn" white residential neighborhoods over to eager black buyers. For most poor black families uprooted by urban renewal, as well as for those seeking to get out of other overcrowded black communities, the choice was a simple one: accept segregated public housing, challenge segregationist practices in white ethnic neighborhoods and depend on police protection, or attempt to buy one of the solidly constructed homes rapidly becoming available through a combination of panic peddling and the exodus of white ethnics to the suburbs. Many poor black families, like those in Lawndale, chose to follow the blockbusters.

Between 1958 and 1961, most of the southern part of Lawndale passed from white to black occupancy, with little enough push from the blockbusters. Some merely hired black women to walk their children through white neighborhoods, or paid black men to drive noisy cars through an area a few times a day. Sometimes it was a telephone call for "Johnnie Mae." Another caller might simply say, "They're coming." The whites sold, many at prices far below the appraised value of their homes. And very shortly, sometimes within the same week, the houses would be resold to eager black families at inflated prices and at very high interest rates on installment purchase contracts. These contracts differ radically from the mortgages with which most Americans buy their homes. They are like a department store "easy-payment" plan.

The terms of the contracts (standard forms were approved by the Chicago Bar) allow the purchaser to take immediate possession of the property, but give him no equity or title until the full contract price is paid. The purchaser is obliged to pay specified installments on the purchase price over a period of years, the deed and title to the property to be delivered upon completion of such payments. Also, like the restrictive terms of a conditional sales contract,

the seller has the right to reclaim the property and to keep all past payments if a single payment is missed. Since the buyer's equity in the property does not build up, he cannot obtain a mortgage unless a specific mortgage provision is written into the contract. And while the buyer is obliged to pay for insurance, taxes, and all repairs on the property, the seller usually selects the insurance company and can collect all claims for damages to the property. Most policies cover only the sellers' mortgage interest, and not the contract value for which the property was sold. In many respects the contract buyer's rights are as minimal as those of a renter. (In some cases, less: at least in a landlord-tenant situation, the landlord is responsible for the upkeep of the building.) Besides the contractual advantages, many sellers were permitted under Illinois law to conceal their identities through the device of the land trust. While a title and trust company kept record titles, the beneficiaries, identified only by trust number, maintained complete control of the property. An additional advantage was provided by the swift remedies of the Illinois eviction law (see box, page 69).

ost realtors who purchased the homes from fleeing whites could get mortgage financing from the banks. But for purchasers like the Howell Collins family there was no such advantage. Mr. and Mrs. Collins, an elderly black couple, contracted to buy their duplex home in Lawndale on September 26, 1960. The seller had purchased the place one month earlier from a white family for about \$14,500, but sold it to the Collins family for \$25,500. The seller obtained a mortgage for \$12,000. The Collins family paid \$1500 down and signed a contract to pay the \$24,000 balance in monthly installments of \$191 (plus monthly deposits for insurance and taxes) at an interest rate of 7 percent for 19 years. Under the contract, they will pay a total of approximately \$45,000 for the building, including over \$19,000 in interest. If the Collinses had been able to get a mortgage and terms similar to those the realtor got, they would have paid a total of about \$20,000 for the home over a shorter period of time.*

But the roots of the situation go much deeper than panic peddling. These black families were forced to buy on contract because they were excluded from Federal Housing Administration mortgage backing in contrast to the availability of FHA mortgages for

^{*}These estimates are based on information provided by Collins in testimony before the Public Welfare Committee of the Illinois House of Representatives, and on the records of the Contract Buyers League.

Situations similar to Chicago's exist in every major American city where the black population has been shut off from the broader housing market and excluded from FHA-backed mortgages.

some blacks in some neighborhoods that have been black all along. From the FHA's creation in the 1930s, its policies, like those of the Chicago Real Estate Board, reflected a belief that property value in a residential area decreased when the residents were not of the same social, economic, and racial group. Besides including a sample restrictive covenant, the FHA underwriting manual of 1938 advised that "if a neighborhood is to retain stability, it is necessary that properties shall continue to be occupied by the same social and racial groups." Despite token reforms in this policy between 1947 and 1954, builders and lenders still remained free to make their own decisions. The agency's requirement that a building be judged "economically sound" before mortgage backing could be given favored new houses and not the used residential properties usually bought by black families. Finally, an FHA administrative procedure of "red-lining" black or changing areas of a city as "high-risk" placed another, circular restriction on potential black home purchasers: as soon as more than a token number of them moved into an area, the neighborhood could be labeled "high-risk" or "changing," and FHA backing of mortgages might terminate. Banks, savings and loan associations, the major homeowners' insurance companies—even the Veterans Administration—usually followed FHA guidelines.

Thus, besides being virtually restricted from the broader housing market, many black home buyers could not expect FHA backing of a mortgage if the purchased homes were not judged "economically sound" or if they were in areas designated "changing" or "high-risk." Despite the number of studies, beginning with Luigi Laurenti's Property Values and Race, which challenged the popular idea that "black people lower property value," these latter FHA policies did not change until after the 1967 riots, when FHA offices were instructed to consider all buildings in riot or riot-threatened areas as "acceptable risk." However, between 1938 and 1967 countless numbers of black home buyers who were unable to meet FHA requirements were obliged to rely on the use of installment purchase contracts.

Many Lawndale families, on the advice of lawyers, had signed contracts which would bind them to the houses without benefit of equity or ownership until the early 1980s. To meet the monthly payments some husbands worked at two and sometimes three jobs. Many wives were also forced to work, resulting in the destruction of their family life. Unsupervised children drifted into the street gangs in the area. In addition to the monthly payments, many buyers were

forced to pay for costly repairs on their homes as soon as the contracts were signed. One couple, it is reported, had been told by a seller that the building they purchased was free of building-code violations. Three weeks after the family moved in, a building inspector appeared and required them to spend another \$2500 to correct code violations.

In the period 1958-1961 more than one half the homes in Lawndale were purchased on contract. Chicago is not by any means the only city where black people have bought homes on contract. Situations similar to Chicago's exist in every major American city where the black population has been shut off from the broader housing market and excluded from FHA-backed mortgages. Baltimore is one; Washington, D.C. is another; Cincinnati is a third. In Baltimore, a grass-roots movement challenging similar practices sprang up about the same time the people of Lawndale began to organize. But the Chicago movement has gone the furthest, and the legal cases that have come to the point of resolution in Chicago are now the test cases for the country.

ne day in early 1968, Mrs. Ruth Wells, a softspoken, attractive black woman in her midthirties, got up enough courage to go into a contract seller's office and ask why the sum of \$1500 had been added on to her contract balance for insurance. Three years later, her voice no longer soft, Mrs. Wells sat in the comfortably furnished living room of her home in Lawndale, and told a story that has now become fixed in black American folk history. "Before I left home that morning," she said, "I was very concerned over whether I was right or wrong. This has always been a problem with me: being afraid to really step out because I was afraid to be wrong. So I prayed a prayer before I left home that morning. I am not a real religious fanatic, but I do believe wholeheartedly in God because I feel that I would not have made it this far if not for a true and living God. That morning I went into my closet and closed the door to shut out everything. I asked the Lord to show me that day whether I was wrong between the time I left this house and returned. I said, 'If I'm wrong in expecting this man to do something, then I won't bother him anymore. But if I'm right, I want You to show me and I'll fight on.'

"When I got down there I asked to see the insurance policy. I said, 'You must have forgot! I don't live on North Shore Drive [an affluent white neighborhood]. I live in Lawndale. We don't have any mansions out there to be paying \$1500 for insurance. You

don't even pay that much a year in far better neighborhoods. I may be living here, but my mind didn't stop working after I started living here!' So the seller called the secretary and had her bring the policy. But when he went to pass the policy across the desk, his hand actually just trembled so until the paper was fluttering in the wind. And for him to shake so, not just from being nervous, this had to be something. I had forgot about the prayer, but the minute I saw his hand I knew I was right. It's as though someone had told me, 'Look!' I felt so good! When he offered to cancel the \$1500 I told him I had changed my mind! I got more faith sitting there in that man's office because I knew he was wrong and he knew he was wrong. I thought, 'Somebody done touched him and let him know. He's feeling something he's never felt before: guilt!' He's all trembling and shaking, really upset. And I thought to myself, 'I didn't upset him, but I know who did."

Mr. and Mrs. Wells bought the duplex for \$23,000 in 1959 from a real estate company. They paid \$3000 down and signed a contract which required them to pay the \$20,000 balance over a 15-year, 10-month period and which allowed them the option of obtaining a mortgage after 50 percent of the principal had been paid. This was done by late 1967. Mr. and Mrs. Wells then hired a black lawyer to negotiate the mortgage for them; but instead, he reported back that the seller would agree to the mortgage only after an additional \$1500 had been paid. "I asked him what the \$1500 was for," Mrs. Wells recalls. "He said he didn't know. Later he called back and said it was for insurance. Now, my contract itemizes my payments each month: insurance, taxes, principal, interest, and my total payment: \$201.40. Now, if I'm paying insurance in with the rest each month, I'm not in arrears with my payments. I was always before then normally a quiet person who wouldn't talk, especially to a stranger. But something just got in me and I was Just fed up and tired. I don't care how hard I worked, how many hours I put in, I was still in the same boat."

rs. Wells was not alone when she went into the contract seller's office. More than six months before the confrontation, John Redmond Macnamara, a thirty-year-old white Jesuit seminarian, and twelve white students had moved into Lawndale. Macnamara, a native of Skokie, Illinois, and then a student at the Bellarmine School of Theology, had spent most of the previous year in the community on a one-day-a-week basis as a member of a service project sponsored by the Presentation

Roman Catholic Church of Lawndale. The community-service project was started by Monsignor John J. Egan, the new pastor of Presentation Church and then director of the Office of Urban Affairs of the Roman Catholic Archdiocese of Chicago. Macnamara and the other Catholic students moved into an old apartment on South Independence, a few blocks away from the Wells home, and began to walk the streets of Lawndale. They had no program to present. Instead, following Saul Alinsky's example, they listened to the people with only three ideas in mind: to discover what problems were facing the community, to provide services for bringing people together, and once the machinery for an organized and developing community was set up, to move on.

During the summer of 1967, despite harassment and intimidation by young black men in the neighborhood, the young whites visited all the families in a twelve-block area and listened to what the people said. There were many complaints against exploitation by merchants, high tax payments, the absence of city services, the lack of play lots for community children, and a general disinterest on the part of the mayor's office in reports of building-code violations.

As an initial project, the whites enlisted the help of young black people from the area to stage public demonstrations. On one occasion nine full cans of uncollected garbage from Lawndale were "dumped" on the plaza of the downtown Civic Center; during the first three days of July, children from the area were taken to a public park in Bridgeport-home of Chicago's Mayor Richard J. Daley—and allowed to play. There were a few fines for littering, and some Bridgeport adults threw rocks and bottles at the white students and Lawndale children. But afterwards the city began regular garbage collections and constructed one children's play lot in Lawndale. But by September, when most of the students were returning to college, the project had accomplished little else.

Father Egan introduced Mrs. Ruth Wells to Jack Macnamara. An outspoken priest rigidly dedicated to serving the Lawndale community, Father Egan had helped Mrs. Wells on past occasions. "I called him," Mrs. Wells says, "and asked if he could recommend a lawyer I could trust. I wanted to find out what steps I could take because I knew that something was wrong. I told him, 'If this man could just put \$1500 on my bill out of the sky like this, I'll never finish paying. It's just like blackmail, only I don't know what I've been blackmailed for. If I pay this, he could add anything else he wanted. My own lawyer

didn't even question the \$1500. He just arranged how I could pay it.' I told Father Egan, 'If I let him get away with this, I'll be paying for the rest of my life for nothing! I don't have anything, and I'm steady

paying."

That same day Father Egan sent Macnamara and Sister Andrew, who had ten years of real estate experience before becoming a nun, to see Mrs. Wells. Already somewhat knowledgeable about the contract sales pattern in Lawndale, they advised her to invest \$45 in an FHA appraisal of the house. The estimate came back at \$14,750. Between the time the family bought the house for \$23,000 and early 1968, they had had the bathroom modernized, redone the kitchen, built new back porches for both apartments and had them enclosed, rewired the entire house, put on a new roof, and put in new front steps and a sidewalk. The students did a title search of the property and found that the seller had paid about \$14,000 for it. They encouraged Mrs. Wells to talk with the contract seller. After several attempts to telephone him at his office and home, Father Egan, Macnamara, and Sister Andrew accompanied Mr. and Mrs. Wells to the seller's office. There they stood in the background and allowed Mrs. Wells to do the talking. "I let him know how much I had found out about the property," Mrs. Wells says. "And I told him that I knew he paid less than the amount of [the official mortgage] stamps on the deed. He is a smart man. I don't mean smart because he outsmarted me, because I don't feel that I'm smart."

Mrs. Wells says the seller explained that insurance had gone up over a period of years. She asked why she had not been informed before. "He said he didn't want to worry me," she says. "I got more angry then than I was before I went down there. See, he's clapping me on the back with one hand and picking my pocket with the other. He had decided to add this \$1500 on when he saw that we hadn't faltered and were going to get the building on mortgage. I asked him how he slept at night. He said he slept very well except when he had worked a little too hard at the office." Mrs. Wells pauses to laugh. "I'm sure he does," she goes on. "He's getting checks in the mail every month, educating his kids, and if you're ragged and hungry that's your business! But I told him why I thought he slept pretty good. He said when he got ready for spiritual advice he definitely would not come to me. I thanked him, and told him I wouldn't go to him either."

Then Mrs. Wells asked to see the policy.

Official records show that title to the Wells house was held by a local bank under a trust number. The couple paid \$3000 down and contracted to pay the

\$20,000 balance in monthly installments of \$175 for 15 years with a 7 percent interest rate on the unpaid balance, the maximum under Illinois law. The seller had purchased the property a little more than one month before by obtaining a mortgage for \$10,000 and paying the former owner \$3500 in cash. Two years later, after Mr. and Mrs. Wells had made improvements on the property, the seller refinanced and obtained a second mortgage for \$12,000. Although only about \$14,000 was originally paid for the property, and its appraised value in 1968 was only \$14,750, Mr. and Mrs. Wells will pay a total of \$36,250 for their home. Macnamara estimates that if they had been able to purchase the building on mortgage for \$14,000 and had made the same monthly payments at the same interest rates, they would have paid approximately \$21,000.

"We conducted about six weeks of research down at the Chicago Title and Trust Company," Macnamara says, "and discovered that about 50 percent of the buildings were being bought on contract by black people and that the prices of all these buildings were approximately the same, and that the sellers had picked these buildings up for \$10,000 to \$15,000 less than what they were being sold to black families for. What we did with this information was to go to people's homes to see if it was really an issue with them. We'd say, 'Did you know that the guy who sold you this house only paid \$13,000 for it?""

But even if the buyers did not know, few of them would respond to Macnamara and the students. There is a stigma attached to contract buying, a certain implication of helplessness and ignorance. Public meetings were organized in the basement of Presentation Church, with twenty to twenty-five people in attendance. But they were silent. Few people wanted to expose their scars to a tall, blond white man with piercing blue eyes, surrounded by white helpers. "Jack would come by my house before every meeting on Wednesday nights," Mrs. Wells recalls of the early days, "but he wouldn't say anything. So I said to my husband, 'There's something he wants, but he won't say it.' My husband said, 'What do you think it is?' I said, 'He wants one of us to get up and talk.' He said, 'Well, what good would that do?' I said, 'The people don't trust them because they're white. But we're black and we're in it, and I feel sure all these other people might be in the same boat. But they won't say anything. They just sit there and look!' I didn't even know them then," she admits. "I didn't even know my next-door neighbor." Finally, Mrs. Wells volunteered to tell the people her story. At the next meeting she stood, held on to the back of a chair, and told them about her own contract situ-



Above, a West Side neighborhood of Chicago. Below, a buyer gets advice at the Contract Buyers League office. Right, a Wednesday night meeting of the League. Lower right, children on a West Side lot.









"I asked if any of them was in the same boat. Immediately practically every hand in the room went up with a question. And that's when the thing got started."

ation and about her confrontation with the seller. "I said that the money for the appraisal was the best forty-five dollars I ever spent," she says, "and asked if any of them was in the same boat. Immediately practically every hand in the room went up with a question. And that's when the thing got started. So then I would get up every Wednesday night and I would tell it: 'Tell your family and your friends, your neighbors, the people you work with, if they bought on contract they should come out!'

Each Wednesday night thereafter we got more and more people. On some nights we didn't even have standing room. That's when I found out that up until a few years ago most of our sisters and brothers, not only in Chicago but in many major cities in the United States, bought on contract and were being cheated. I'm not talking about people with eighthgrade educations either. I'm talking about black people with degrees!"

he Contract Buyers League of Lawndale began in January, 1968, as part of the interaction between the meetings in the basement of Presentation Church and sessions in Macnamara's sparsely furnished apartment on South Independence Boulevard. Getting the estimated 3000 Lawndale contracts renegotiated became the issue for which the Presentation Church workers had been searching. The students set up filing systems in the apartment, and slowly gathered information. Other Jesuits and white college students passed through the apartment, and spread word of the organization. Contributions began to come in. At one Eastern girls' college the students gave up their lunch money for the League.

Young black men from the neighborhood, some of them gang members and others just curious, eased into the apartment, freeloading, disrupting, "raiding," threatening the whites. At one point gang members issued a deadline for the whites to be out of the community. The deadline came and passed, and the whites stayed on. During the riots following Martin Luther King's assassination, Macnamara's life was threatened, and one young black man did beat him severely. But when angry black people summoned the police, Macnamara refused to identify the at-

Thirty lawyers whose opinions were asked advised the League that nothing could be done. But the people made their own decision: they decided to picket the offices and suburban homes of the sellers and pressure them to renegotiate the contracts. The students traced the trust numbers on the deeds to the

beneficiaries. Once an identity was discovered, twelve or so people-Jesuits, nuns, students, and contract buyers—would picket the front of his office, or a few would go to his neighborhood and pass out leaflets to his neighbors explaining CBL grievances. In some instances they even met commuter trains as they rolled into suburban stations, carrying signs which told all passengers that their fellow commuter, Mr. X, was a slumlord.

Because they always informed the Chicago Police Department and the press before each picket attempt, there were no incidents of violence. The pickets were prepared to follow all orders from policemen and later submit any complaints to the Department's Human Relations Section. On a few occasions Chicago policemen accepted their leaflets. One very active white supporter likes to tell about the instance when one of the sellers threatened violence against the pickets. "The police came and the people had the experience that the law worked for them," he points out, "because the police told the realtor that they were there to protect the pickets and that he would be arrested if he continued to threaten them." The pickets also had the support of church and human relations groups, and a number of lawyers who advised them on the legal limitations of picketing. At one point, thanks to the presence of several FBI agents ordered to the scene by Thomas Foran, U.S. Attorney for the Northern District of Illinois, they were even able to picket outside the General Federal Savings and Loan office in Cicero, Illinois. According to an article in the Chicago Defender entitled "The Day Cicero Didn't Riot," some of the Cicero citizens even accepted their flyers and wished them luck.

In the spring of 1968 the major publicity began. Soon after one seller made a tentative agreement to renegotiate three hundred of his contracts, the Chicago Sun-Times ran a small story called "Money Miracle in a Chicago Ghetto." And although the seller later refused to renegotiate, the publicity continued. The Daily News, giving an example of what Father Egan had termed "a vile race tax," ran a long story on the troubles of a family of buyers named Peeler, and the \$16,000 house that will eventually cost them \$46,780 in principal and interest. In early July, Macnamara, Mr. Howell Collins, and several other contract buyers testified before the Illinois House of Representatives' Public Welfare Committee, receiving extensive publicity. There was talk of federal indictments being brought against officials of ten defunct savings and loan associations for "possible misapplication of federally insured funds"; there was talk of drafting a bill which would require

the identities of land trust beneficiaries to be made public; there were suggestions of a link between contract selling and the crime syndicate, and urgings to require the sellers and savings and loan officials to testify before the Welfare Committee. But the political publicity, some of which was prompted by the heat of that election year, died down. The buyers took a new step. They began pressuring the Chicago FHA office, denouncing its policies as the basic cause of their housing difficulties and demanding that it intervene in the conflict. The Chicago office, headed by Ernest Stevens, was apparently embarrassed by the FHA's role in encouraging segregated housing. In the mid-sixties it had discontinued the "red-lining" policies. Just at the time the conflict broke, a campaigning Richard Nixon had guardedly criticized the role played by FHA in creating black slums. "The FHA is largely limited today to safe mortgages," he said. "It should be turned in the direction of taking greater mortgage risks so that it can function effectively in slum areas where now it does little."

Pressured by the buyers, the Chicago FHA office expressed a willingness to grant mortgages to the buyers based on the current appraised value of the houses. But the CBL rejected the offer because it allowed the sellers to receive the full contract balances. According to Macnamara, the FHA offer protected the seller by "allowing him to get out of the deal and receive immediate cash after he has had the benefit of raking off the highest interest profits which come at the early stages of the installment contract." With the help of lawyers, CBL worked out its own "fairprice formula" based on the price paid by the seller for the property plus 15 percent of the cost, supposedly representing the amount of profit he should have received. But few of the sellers would agree to this method. Most were opposed to high settlements and what they termed the "shameful harassment" of them by the CBL.

ost of the men who hold the Lawndale contracts are Jewish real estate salesmen or assignees who regard contract selling as a legitimate business. Like most white merchants in black communities, many of them remained behind in Lawndale after the other whites left. The sellers take pride in their ability to read the contract sales market, and many regard themselves as suppliers of homes for people who were shut out of the broader housing market. Ironically, many of them enjoyed close relationships with their buyers, and occasionally "carried" families that fell behind in payments. The emotional and psychological depths of the seller-

buyer relationship might have been touched by one of the first sellers who agreed to renegotiate. "I like the people on the West Side," he says. "I was good to them. I lent them money, did them favors, and acted as a father-confessor to them. I didn't know I was doing any harm to them. My office wasn't hit during the rioting because they knew I was all right. When this CBL thing started, they went to another seller first. I never figured they would come to me because I didn't think I had done anything wrong. But they did. I couldn't believe it when they said I had cheated people. I went home to my wife and said, Isn't this the American system, where we make as much profit as we can?' She said, 'Yes, you're right.' Two days later she said, 'No, you're wrong and they're right.' And pretty soon I said to myself, 'No, you're wrong.'"

There are three classes of businessmen involved in the Lawndale contract sales situation: those who actually negotiated contracts and receive all the profits, those whose real estate offices act as agents for investors in contract sales, and those in investment firms who bought contracts from sellers at discount. It is unknown how many contract sellers were actually engaged in blockbusting. Of the thirty or forty known sellers and trust beneficiaries, only a few have large numbers of contracts. Most have three hundred or less. And while most were able to get mortgage financing and refinancing of their initial purchases, a few paid cash out of their own pockets. Some of them attempt to justify the markup in prices before resale to black families by insisting that they spent considerable money rehabilitating the houses; and some complain that the tendency of black families to wreck the houses or abandon them after short habitation periods added a high-risk element to the business. Some are lawyers. All the sellers insist that they sold, or would have sold, homes on equal contract terms to both black and white people. And like the buyers, most of them denounce banks and the FHA as the real villains.

II Religion and Race

o understand the evolution of the Contract Buyers League, one must be aware of the religious configurations—and people—which surrounded it. The initial impression is of a coalition made up of blacks and Catholics fighting Jewish contract sellers. But there have been black and Catholic contract sellers and slumlords in Chicago; just as there have always been black, Catholic, and Jewish

"We fought being dismissed because we wanted a Jewish commitment on the buyers' side."

people who have opposed them. Indeed, the democratic and selfless interaction among the three groups during the life of the League was itself a dramatization of the best moments, and the best moral impulses, of the old civil rights movement.

The Roman Catholic Archbishop of Chicago, John Cardinal Cody, never endorsed or supported the CBL. The fact that the organization was born in a Catholic Church and drew a large measure of support from Catholic lawyers, students, suburbanites, and Jesuits probably resulted from Jack Macnamara's own Catholic background and connections. But beyond that was his personal magnetism. Tall, pensive, seemingly soft-spoken, but sharp-tempered, with frighteningly direct blue eyes, he brought to the League a special genius for organization and a gift

for inspiring confidence in people.

Following high school he entered the Jesuit Seminary; after two years of study he dropped out and worked his way through Loyola College as an airport night-clerk; after one year of law school at the University of Chicago he went back to the seminary, and left again to teach high school in Cincinnati. He once said of himself: "When I was in college, I was the kind of person who would say, 'If I can make it, everybody else can too." But after deciding to live in Lawndale he received permission to postpone two additional years of seminary study. A quietly intense worker with his own ideas, he nevertheless encouraged the contract buyers to make their own decisions; and he advised all volunteers, lawyers included, to do the same. The black people respected him for this. When his church superiors asked him to leave Lawndale and resume his theological studies, CBL leaders responded with an appeal to the Society of Jesus in Rome, requesting that Macnamara be ordained as a Jesuit without further study so that he could remain in the community. "There was a man sent from God named John," the appeal stated, "to bear witness to the light. Jack is such a man. Some have compared him to Moses, who received his commission directly from God and who went to the Pharaoh, as Jack goes to the centers of power for us today, to say, 'Let my people go.' "

Not only are most of the contract sellers Jewish; many of the Lawndale houses eventually sold on contract were purchased from Jewish families. As it happens, a few years before Macnamara came to Lawndale the Chicago Jewish Council on Urban Affairs had become interested in the contract sales problem. In 1964 it financed a study project, an amalgam of black Baptists, Catholics, and Jews, called the Lawndale Peoples' Planning and Action Council. Under its director, Lew Kreinberg, the

council began researching the estate of a Jewish realtor who left hundreds of contracts after his death. Rabbi Robert J. Marx, former president of the Jewish Council on Urban Affairs, was instrumental in getting the council started; and when the contract sales problem became an issue, he attempted to rally the support of the Jewish community behind the buyers. He attended several CBL meetings, invited contract buyers to speak at his suburban synagogue, raised funds for the buyers, and attempted to pressure the sellers morally into renegotiating their contracts. As chairman of a newly formed Joint-Jewish Committee on Urban Problems, an amalgam of the Anti-Defamation League, the Jewish Federation, and the American Jewish Committee, he condemned the West Side contract sales. Additional support for the buyers came from other members of the Chicago Jewish community, such as Gordon Sherman, then president of the Midas-International Corporation. (Sherman subsequently lost control of Midas to his father in a proxy fight, and now devotes most of his energies to a group called Businessmen for the Public Interest. But while head of Midas he made an initial contribution to CBL of \$5000 of his own money, and pledged the Midas-International Foundation to contribute \$25,000 for a two-year period.) A number of Jewish lawyers, accountants, and workers also volunteered their help.

But beyond the opportunity to give money, service, and moral support to the buyers, Rabbi Marx saw an opportunity to explore the causes of the frictions which, in the past decade, have developed between lower-class black people and Jewish merchants in their communities. The question he was trying to answer was the one posed by Professor Victor Rosenblum of Northwestern Law School, who examined the CBL movement in his Law and Social Change seminar. "Blacks and Jews have in the past been very close on the question of the civil rights movement," Professor Rosenblum observes. "These ties have been rich and deep and real. [But] a good deal of the business relationship, that has not been a good relationship at all, has been a Jewish relationship. . . . Are there explanations which enter the realm of sociology?"

In a speech entitled "The People In Between," prompted by his work on the contract sales issue, Rabbi Marx argues that, historically, the Jewish merchant or landlord in a diaspora community plays a middle role: neither part of the masses nor part of the power structure, in the context of the community he is nevertheless seen by the masses as a marginal and highly visible symbol of the power structure. "The slum landlord, the contract seller, the ghetto

merchant, the Jewish politician in an all-black area," he said, "may be the marginal remainders of what was once a proud Jewish community. Their presence in slum areas is a reality to which we cannot close our eyes. These are the men who play the interstitial role with the most heavy hand. They are in a position where they emerge not as marginal, but as characteristic. It is doubtful whether anyone will ever question how a telephone company exploits poor people by tempting them to spend more money than they should on fancy telephones or long-distance calls. The Jewish ghetto merchant, however, despite his own conceptualization of his role, is almost invariably placed in a position where his business ethics will be questioned because of the prices or interest he charges or because of the temptations he places before his customers."

Despite Rabbi Marx's sympathy for both sides in the conflict, both the sellers and their own supporters within the Jewish community were displeased with his support of the buyers. On occasion some sellers had attempted to raise anti-Semitism as an issue, making charges against both the contract buyers and some of their supporters. When the attitude of most Jewish community leaders remained unchanged, a group of the sellers sued all the CBL leaders, Macnamara, Father Egan, Rabbi Marx, and Gordon Sherman, charging the disruption of their business and claiming \$1 million in damages from each. Then, in a further attempt to rally Jewish solidarity behind them and give the appearance of a Jewish-black issue, the sellers dropped both Rabbi Marx and Gordon Sherman from the suit. "We fought being dismissed," Rabbi Marx explains in his Highland Park home, "because we wanted a Jewish commitment on the buyers' side."

Rabbi Marx talks candidly about his involvement: "We would bring in the contract sellers and try to talk to them about renegotiating their contracts," he recalls. "I remember one seller who came into my office. He said, 'Rabbi, I have to talk with you. I have to do something. I can't live with myself. My conscience can't take any more.' Now that man has renegotiated. The Jewish Council on Urban Affairs has not been in a position to say we've done this, because our whole emphasis has been to put resources into the communities in which we work, and they're black and white."

Rabbi Marx suspects that he has been made to pay for his involvement. In mid-1971 he resigned as president of the Jewish Council on Urban Affairs and was subsequently invited to head the Union of American Hebrew Congregations in New York. According to him, the decision to move was not entirely his own. "In many ways I'm going to New York because of this issue," he says. "When we fought them [the sellers], some of the people in high places got very angry at me. So that when New York says to me, We need you here—we want your talent—and besides we think that there are a couple of key enemies that you have in Chicago that would make it uncomfortable for you to stay there,' that's because of the contract sales issue. That's how involved we were, fighting within the Jewish community. Now, you don't like to be a rabbi fighting Jews. Martin Luther King taught me one thing: If you're a black man, you don't fight other black men; you fight the enemy. I don't like fighting Jews, but I want the Jewish community to see how a couple of guys have been hurting them."

ike Rabbi Marx, Gordon Sherman found that support of the CBL caused many sellers to view him with suspicion. "There were always the insinuations," he recalls, "that mine was a double defection: that as a capitalist I was on the wrong side, and that as a Jew, how could I make anything conspicuous that might be held up in a negative light by non-Jews? The sellers must have seen me as an enemy, but they also saw me as some kind of nut. They'd say, 'He's one of us, and he should be on our side!' People in this society," he says, "are used to being on the right side, not because of what we believe but because of where life has put us. When they saw me spoiling for trouble on the other side and using my *means*—because the whole game is based on denying some people the means to fight back and so if someone *lends* them the means, it's like shipping arms to Russia—they didn't like it. I didn't have much contact, but the feedback I got implied that I was doing something very wrong and, secretly, that I was some kind of well-meaning nut."

Despite the efforts of some sellers to distort the issues, there was never any visible bias against them as Jews. Jack Macnamara is convinced that the mode of operation of the CBL prevented the emergence of any such conflict. "The black people never made an issue of it," he notes. "But the Real Estate Investors' Association tried to call it an anti-Semitic movement. However, the involvement of Gordon Sherman and Rabbi Marx and the support of the Jewish Council on Urban Affairs and Jewish people in the suburbs showed that the charge was superficial."

Among the black contract buyers one can hear very few references to the ethnic identities of the sellers. Indeed, some buyers praise, in retrospect, the "smart Jew lawyer" who advised them against con"We still marching round in the slave circle because we don't want to be hurt by society's slave chain... Move out a little bit further! Nip the grass out there because it's pretty!"

tract buying years before. Very few of the Lawndale people make distinctions between Jewish and other white Americans. This point was made, with some sly humor, by Clyde Ross, the CBL co-chairman, when his deposition was being taken by a lawyer for the sellers. According to Ross, he was asked whether he had ever spoken about the CBL at a synagogue. "I said, 'Hell no!'" Ross relates. "He said, 'Well, I happen to know that you made a speech in Highland Park at a Jewish synagogue.' I said, 'You see, all of y'all look alike to me.' I said, 'I don't know a Jew from a Polish or a Italian or a Irish. I don't know who I was speaking to down there. Only thing I know is that all y'all was white.' I said, 'You can call it what you want.' He got very angry, because he thought I should know what a Jew was. I don't know nothin' about no Jew. I thought it was a religion. And he's white. So he's a white man as far as I'm concerned." Ross pauses a bit before adding: "He got very angry because I put him down with the Polish."

"I think that when you get off on race you lose your point and your goal," Mrs. Ruth Wells says.

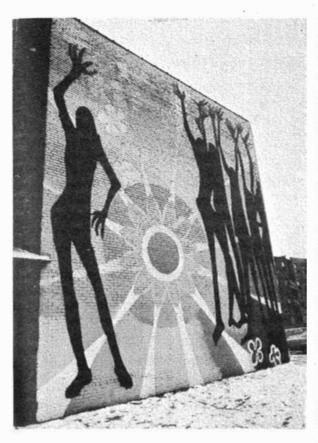
But there is an additional religious dimension involved, which may explain why a group of Northern, inner-city black people were able to maintain an organization as complex as the CBL for over four years. The Lawndale people are primarily Baptist. Most are middle-aged, and most are migrants from Alabama, Arkansas, and Mississippi. The structure of their Wednesday night meetings resembles that of a Baptist church service. In a sense, the CBL people have abstracted the form of Sunday morning storefront church meetings and reassembled it around an economic issue, in much the same way that Martin Luther King managed to reassemble the religious convictions of Southern black church people around political and economic issues during the early sixties.

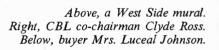
very Wednesday night during the first three years of the CBL, Mrs. Luceal Johnson and other Lawndale women would cook a communion dinner in Jack Macnamara's apartment. The atmosphere would be relaxed and gossipy, with contract buyers and white lawyers sitting down to plates of fried chicken. Then they would walk the few blocks to Martin Luther King Hall, in the basement of Presentation Church, for the meeting.

A long prayer, in the rhythmic, singsong idiom of a fundamentalist black minister, usually precedes each meeting. All prayers are spontaneous, asking God for guidance, offering thanks for the progress of the League, and usually including references to the sellers, judges, and recent incidents involving the League. The people sit silently with heads bowed during the prayers, but afterwards a hymn or spiritual might be sung by the entire audience. Then a progress report is given by either Charles Baker, the CBL chairman, or Clyde Ross, the co-chairman. Ross's deliveries, more free-wheeling than Baker's, usually weave in reports of CBL progress and failures with inspirational asides and references to the Old Testament. Besides a mastery of the evangelical idiom, Ross is able to evoke the mood of a black church sermon: the call and response, the repetition of certain patterns of words known by each member of the audience since childhood church services, the question-and-answer dialogue between minister and audience, the building of his speeches to an emotional epiphany which provides a cathartic sense of union between speaker and audience. He has talked of Moses delivering the people across the Red Sea, of Ezekiel looking down into the Valley of Dry Bones (both references are to Macnamara), and of Pharaoh's Army (the sheriff's deputies and security guards who eventually evicted a number of people from their homes). Easygoing, introspective, and more than a little concerned over his lack of formal education, Ross nonetheless undergoes an almost complete change of personality when addressing the CBL members.

At one point, Ross offered the following speech at a Wednesday night meeting:

Let me tell you a story that I experienced when I was quite young. One of my chores around the family home in the South was to graze the cow. We had no pasture, so we had to graze the cow wherever we could find grassy areas. So we would put a chain around the cow's foot, and we would lock it down real tight, and then we would drive an iron peg down and fasten the other end of the chain onto this peg. The cow would go around in this circle and nibble all the grass she could nibble in this circle until there was no more. But one day I came back to water her and the chain was off, and she could have got away. But she was still going round in this circle because she was afraid of the pinch of the chain. That's the way some of us are right today. We can get out! We can get out now! But we still marching round in the slave circle because we don't want to be hurt by society's slave chain. We still feel it. We still feel it on our legs. We're loose! We are loose! Move out! Move out a little bit further! Nip the grass out there because it's pretty! Just move! The chain is gone. It's only you that think it's there. Move out! And stop these men from robbing you! And stop these men from persecuting you! Move out! And get some of this land that was yours from the start! The chain is off.









After a short speech by Baker, Macnamara, Mrs. Wells, or one of the lawyers, the people are expected to stand up and talk about their own experiences with contract buying, the situation of their own cases in the courts, or any contact with "their" seller. Even the white lawyers and workers are expected to do this. The testimonies are much like "witnessing," a process through which individuals share with other congregants the story of their journey from "sin" to salvation. But in the case of the CBL people, contract buying has been identified with sin, renegotiation. with salvation, and the League itself as God's instrument of salvation. The shameless identification of oneself as a victim or "sucker," which was virtually impossible before the CBL started, is now a common occurrence. For example, one nervous, middle-aged black woman who was not even a League member was moved to make the following statement after sitting through one of the meetings:

Good evening ladies and gentlemen. The best thing you can do is git you a lawyer who'll mean you some good and not the other man some good. We bought some property. The lot was \$650. The seller put us up a house and on the bill of sale it said "a complete house." We carried it to our lawyer and he said, "Well, he says a complete house." He didn't give us no gutters, no yard, or nothing. We went back over there and I said, "There ain't no gutters, the water's just running on down into our house." He comes back out, puts the gutters in and levels the yard and charges us \$6000 for that. I went back to the lawyer and he say, "He can charge you what he want for his work. He did give you a complete house." That's why I say git you a lawyer that's go'n do you some good and not the other fellow. So he can read all that fine writing that you not educated to read. And then you can git somewhere. Don't, they gonna beat you regardless of what you go by. Then he come tellin' me to sign a quick deed [quitclaim deed] after all that money we done

On the other hand, some of the people whose contracts were favorably renegotiated after the lawsuits were filed returned to the meetings to state their respect for the instrument of their salvation.

Some part of this pattern reoccurs in all the meetings: a fragment of a larger ritual as old as the Black American Church. Participation in it involves a special kind of discipline, requiring a willed perspective on good and bad, maintained not because of an unawareness of political realities or even because of fear of retaliation, but because of a fierce determination to preserve one's own humanity and one's own belief in the ultimate perfectibility of man through the sometimes mysterious ways of God. The buyers, in their unity, do not see the sellers in racial terms.

What they do see is that the sellers, as an outside force, have inadvertently provided them with an opportunity to assert their sense of community and of morality. In such a context, the positive force of black unity is more important than racial or religious bitterness.

ut far beyond the specific economic and social issues, the CBL raises the question of the relationship between the rituals of the Black Church and black grass-roots political activity. How can one account for the appeal, among millions of black Americans, of the evangelical idiom used by Martin Luther King, or the modified and modernized use of that same idiom currently being used by Jesse Jackson? Or the apocalyptic impulses behind so much of militant black protest during the sixties? While some critics say that King paid too little attention to the possibilities of moral outcry as a means of achieving political goals far removed from Christian idealism, others note that many of those committed to achieving strictly political goals, unlike King, pay too little attention to moral outcry as an effective technique for reaching grass-roots black people. The difficulty arises from a failure to recognize one of the most powerful legacies of black slaves to their generations.

On one level this legacy is essentially moral. It involves a system of beliefs concerning the conception of God and His power as demonstrated in the myths of the Old Testament. Black slaves incorporated these Jewish folk dramas into their definitions of themselves centuries ago. As part of the group psyche they were passed along, mainly within the churches, from one generation to the next. Some historians and social critics have dismissed this intense identification with Old Testament personalities and myths as no more than an escape mechanism with which slaves protected themselves from having to face the brutal realities of their lives. But it was more than this. Slaves took on a sense of morality which allowed, or almost required, them to make judgments about the people and institutions which held them captive. A sense of optimism came with the religion which helped them to survive and which still functions, in a secular context, in spirituals and jazz and blues. The identification provided an almost omnipotent perspective, which made biblical codes the ultimate moral standards, and a sense of history and reality that was sometimes sharper than that of whites.

This is part of what was passed along within the churches. And the minister's responsibility.

"Most of our people are church people and nonviolent. But I'll tell you something: there's nobody in the world more violent than these people if you make them mad. And I'll tell you something else: there's nobody in the world who wants peace more than these people."



Charles Baker

especially in the more fundamentalist churches, was not so much to be a moral example for his people as it was to reinforce this perspective every Sunday morning by spinning out, and relating to their present situation, one of the moral dramas from the pages of the Old Testament: good versus evil, right versus wrong, God's will versus man's. The result of this has been the creation of a broad level of black society that retains abstract moral codes which are sometimes in conflict with certain capitalistic freedoms and political restrictions allowed by American society. Traditional American standards of morality have never been adequate to define the values of black people who are on this level. But they are the ones who followed King the Christian, who called him Moses, and who now keep pictures of him on their mantels. They will walk out of their churches for any politician or leader—Nat Turner, Adam Clayton Powell, Martin Luther King, Jesse Jackson-who knows their style and who can converse with them in their idiom. Under the care of the right leader the appeal becomes political.

Charles Baker, the CBL chairman, takes all this for granted without really understanding the causes. "Most of our people are church people and nonviolent," he says. "They studied to be religious. You have to push them into a fight. Ninety-eight percent of them were born in the South. But I'll tell you something: there's nobody in the world more violent than these people if you make them mad. And I'll tell you something else: there's nobody in the world who wants peace more than these people, and they'd bend over backwards to get it. This kind of fellow's been taught all his life, 'Thou shalt not kill.' And he'd just hate to do something like that. But it hurts him

when somebody misuses him."

person who symbolizes both the grievances and the convictions of most West Side CBL members is Mrs. Luceal Johnson. A stout, handsome woman in her late fifties, she migrated to Chicago from Natchez, Mississippi, in 1940. When she and her husband bought their home on contract, they were led to believe that they would be allowed a mortgage after 50 percent of the principal had been Paid. In point of fact, they did receive a mortgage; the seller simply allowed them to assume his own mortgage obligation and reduced their monthly contract payments. But when they attempted to borrow money on it to get their back porch repaired, the same lawyer who had advised them that they were getting a "good deal" on the contract sale informed them that the mortgage was worthless. He did, however, arrange another "deal" for them. Under its terms, they received a loan of \$1300 to pay off certain bills, and the lawyer "arranged" for a contractor to repair and enclose the porch. In return, the Johnsons will have to pay \$6000 for the loan and repairs. Mrs. Johnson has been a domestic for over thirty years.

"I makes my living scrubbing floors," she declares. "And I ain't ashamed to tell it because I makes it honestly. I makes an honest dollar. I'm still doing it, and it feel good! That's all I ever know to do. My parents weren't able to give me an education, but they did teach me to work. And they taught me all about being honest. And I work for real rich peoples that have been more than nice to me. They know all about the unjust things that go on in America, and they're in the fight too. Because they see America

falling, and they're going to suffer too."

To Mrs. Johnson, the racial and economic implications of her involvement have been negated by larger religious and spiritual considerations. "I wasn't such a fool," she says, "that when I bought the house I didn't have a mouthpiece with me. But the bad part of the thing is that we just don't have what we need in our lives to go out and do something, white or black: we just don't have love. And this is the key point to everything. CBL just made a step in correcting it. We stepped out on God's word. We couldn't have man to depend on because man had let us down. We stepped out on faith that we could do something about this thing when God heard our cry. Because every time we get ready to spend a dollar we got to go by a man with no justice in his heart. We wouldn't have these problems if we recognized just a little of God's word. But now, we just like the Children of Israel: both sides, black and white. We're just the spit [spitting image] of them. And God will punish you when you walk away from Him too far. And we can't make the journey without Him. I don't care who says we can. And I don't care who you are or where you come from; you just as well stay in your pants, because God ain't go'n let you go too far. And this is the onliest thing I got to rely on; I don't put my trust in no man no more! Education is fine: all of these peoples that we're buying our houses from, they're overequipped with education. But there ain't no God-life in them, because if they had it they wouldn't be doing the things that they are doing. We're just lacking love in our hearts for one another. And the onliest way we'll win is we've got to have faith that we're fighting for the right thing. And then we can't pack no hate along with us in this fight. Can't get mad with the man. Just feel sorry for him!"

How did the CBL get started?

"God kept sending peoples to warn, just like He's doing today. He sent Amos, Hosea, He sent other men to warn the Children of Israel of their wrongdoings. Just like today every once in a while somebody springs up from somewhere. I had never heard of a Martin Luther King, but all of a sudden he jumped up out of the middle of nowhere and started telling America about the wrongdoing. And what did they do? They killed him because they didn't want to hear the truth. But you can't kill the truth. You cannot kill the word of God! So I think that prayer accounted for the organization of the League. Going on my job each day, I pray, 'Lord, keep me and help me to come up from under these burdens.'"

How do you know God caused the CBL to get started?

"You ask me if I believe God had something to do with CBL getting started? Who else had anything to do with it?! You can rest assured that man didn't! What happened in CBL happened through man! So I feel, and I'm sure that I'm right, that God heard our cry. You've got to give God the credit for these peoples who've come in here and put their lives on the line to work in this. This ain't no two- or three-dollar deal we messing with here. This is *millions* of dollars! And peoples will kill you about money; that's all they'll kill you about, money! So God heard our cry in Lawndale. Jack Macnamara come in and laid his life on the line, warned the peoples and told the peoples in figures and facts that they're being cheated. Then God blessed him with a whole lot of more peoples to come in and surround him to help in the fight. See, God will bail you out. He's bailing us out. But this ain't no situation to get hung up on color; getting hung up on some of God's love will bail us out."

What part of the Bible would you say is closest to

what has happened in the CBL?

"I think of 'Love one another,' and the Commandments. If we love the Lord our God with all our hearts and all our souls and minds, and love our neighbors as ourselves, we done covered them Commandments. And 'Let not your heart be troubled; he that believes in God believes also in me.' And I think of In my Father's House there are many mansions, and I'm going to get me some of them too! If I didn't believe these passages of the Scriptures, I would get right out there and raise hell with the rest of the peoples. But I'm not mad and angry. God blessed me with health to keep on working. . . . And if the laws and the judges and the peoples in the high places can't find no justice for me, I'm getting mine through Christ Jesus. I don't worry about it anymore. If I don't get nothing back, if I can just pay for the house

and get a clear title, I'll be just as happy as if they come and give me a lot of money. 'Cause I'm gonna spend it anyway."

ome CBL people mythmake as they go along: thus, Jack Macnamara as Moses, or Ezekiel. He smiles with what may be embarrassment when questioned about his reactions to these biblical references. Some suspect that he subtly encouraged the people to view the conflict in a moral perspective. Macnamara denies this. "My own thinking," he says, "is that a truly religious act is usually also a political act, and a social act, and maybe even a legal act. I've always felt that there is a religious element in what's going on here which was really taught to me by the people themselves, while at the same time there are some things from my religious background which I have imparted to them. . . .

"The other side of it," he continues, "is that the churches have really duped black people through the years. They teach a religious faith that Jesus will fix things if you wait long enough. I remember going to a black church a while back, and the thing that stands out most in my mind is the hymn they sang in the middle of the service: 'Jesus Will Fix It, After A While.' This really did violence to me personally because it seems to me the truly believing person believes that God will work but also that we have to do our part in it. Faith is really faith in ourselves and God being able to accomplish something together rather than simply faith that God will take care of everything if you wait long enough. But two things have impressed me. One is the attitude of the people toward the sellers. It's not one of bitterness and hatred. The other is—particularly at the beginning; it's not as strong now-there were people who turned down fantastic settlements, \$10,000 and \$12,000 settlements, until the seller would agree to renegotiate everybody's contract on the same basis. When I see that happening, then I see God, really alive, and can believe."

III The Law

nce CBL members began demanding renegetiation of contracts, most of the sellers joined together and organized the Real Estate Investors' Association. They hired lawyers, and each seller put approximately \$5000 into a fund in preparation for possible legal action.

But the CBL was also reorganizing.

"The other side of it is that the churches have really duped black people. They teach a religious faith that Jesus will fix things if you wait long enough. A hymn they sing is 'Jesus Will Fix It, After a While.'"



Jack Macnamara

From the South Side of Chicago, in late 1968, came hundreds of young middle-class black people who had purchased newly constructed single-family homes from ten small companies doing joint-venture business under the collective name Universal Builders. Between 1960 and 1968, Universal had built and the ten companies had sold more than 1000 homes to black families, mostly on contract, and salesmen for the ten companies are said to have insisted, even to a family with a \$10,000 down payment, that contract terms were better than those allowed by a conventional mortgage. The South Side buyers had heard about the West Side CBL through the news media and through the oral communications network which links all black communities. The South Siders saw themselves at a similar economic disadvantage, despite their relatively higher incomes, better educations, and newer homes. And indeed, the financial practices of the companies were similar to those on the West Side.

The CBL expanded to accommodate the newcomers from the South Side. The word "Lawndale," which had been in its original title, was dropped, and it became simply the Contract Buyers League. Toward the end of 1968 it moved from Macnamara's apartment into an office on South Pulaski Road, the West Side's main avenue. The white workers and supporters formed the Gamaliel Foundation, a nonprofit "advisory" offspring of the Presentation Church Project, which solicited and contributed money for the support of the CBL. To ensure that the black contract buyers would maintain full control of the organization, four of them were hired to run the new office: Mrs. Ruth Wells, who had been actively involved all along; Mrs. Henrietta Banks, a sharp, gregarious middle-aged contract buyer; Charles Baker, an even-tempered buyer who was granted leave from the Campbell Soup Company's Chicago factory so that he could become a full-time worker as CBL chairman; and cochairman Clyde Ross, a brooding man who was also granted leave by the Campbell Soup Company. But both organizations, the black buyers and their white allies, used the same office.

Money came from many sources. Besides the contributions from Gordon Sherman, Jesuits across the country, Catholic students, private citizens, and small foundations gave financial support.

But the most important contribution to the CBL resulted from the interest of Harold W. Sullivan, presiding judge of the Circuit Court of Cook County. Irish Catholic like Macnamara, and also a native of Skokie, Judge Sullivan responded immediately to Macnamara's request for lawyers. He organized a Lawyers Committee, and persuaded forty to fifty

Chicago lawyers to attend a dinner meeting at which Macnamara and several contract buyers explained the situation. As honorary chairman, Judge Sullivan advised the lawyers that "the legal profession has an outstanding opportunity to demonstrate its social conscience simply by aiding in the renegotiation of these contracts."

The most extensive commitment of free lawyer services came from Albert E. Jenner, senior partner of Jenner & Block, a leading law firm in Chicago. Although called politically conservative, Jenner & Block had a few years before permitted some of its younger lawyers to take on gratis criminal defense work, and had been considering the possibility of opening a free legal services office in a black area of the city. Albert Jenner has served as Chief Counsel for the Warren Commission and as a member of the President's Commission on Civil Disorders. Among the lawyers from Jenner & Block who volunteered were Thomas P. Sullivan, a hard-driving middleaged trial lawyer with an excellent reputation, John G. Stifler, John C. Tucker, Richard T. Franch, and David Roston, all young and aggressive junior members of the firm.

nother volunteer was Thomas Boodell, Jr., a young, soft-spoken Harvard Law School graduate. After four years of work in his father's small but prestigious firm, Boodell, Sears, Sugrue & Crowley, Tom Boodell decided to go on his own for a while. He tried his hand at magazine editing, spent some time camping out and thinking, and then heard about the contract sales effort. As a child in the suburbs, he had heard his father condemning contract selling at the dinner table. During the summer of 1968 he walked into Lawndale, attended the Wednesday night dinners and meetings, and got acquainted with the people. In the fall, he wrote a proposal to the Adlai Stevenson Institute of International Affairs at the University of Chicago, asking that he be accepted as a Stevenson Fellow and allowed to begin research on contract selling. Boodell was accepted that same fall and received fellowships from both the Institute and the American Bar Foundation. "I had no idea of where it was heading at that time," Tom Boodell admits three years later. "One thing I observed when I first went out to Lawndale was that they didn't trust lawyers. But from the facts they showed me I felt there had to be some aspect of the problem that could be framed legally and taken into a courtroom setting, if they wanted that. So I just started thinking about it. I went to some of the meetings and sort of plodded along."

The Supreme Court said in 1968 that abolition of "badges of slavery" required that a dollar in the hands of a black man must have the same economic power as a dollar in the hands of a white man.

The CBL people, however, did not intend to plod along. In late November of 1968, after ten months of picketing, the sellers had not agreed to more than seven renegotiations. Charles Baker announced a payment-withholding strike. Since most of the sellers had to meet their own monthly mortgage, tax, and insurance payments on the buildings with part of the contract money they collected, the CBL's payment strike was calculated to apply economic pressures. Each month the League would collect money orders for the monthly payments, which each buyer would make out to himself, and put them in escrow. Those West Side buyers who had rented out flats in their buildings promised their tenants a 25 percent reduction in rents after renegotiation if they agreed not to pay them to the sellers. Charles Baker, speaking for most members of the strike, vowed that if the sellers repossessed the buildings, the CBL would discourage other black families from buying them. "The speculators need not fear that the buildings will burn down," he said. "We don't want them to collect money on the insurance we have paid over the

The strike lasted five months, despite threats of mass evictions. By the middle of January, 1969, 60 families had been sued for possession under the sellers' old protection, the eviction law. But more and more people joined the strike. By late March, 595 families had joined, withholding over \$250,000. At each Wednesday night meeting Charles Baker would announce the total amount withheld, and the people would cheer. "If you see a lot of these sellers leaving town," Baker said at one point while reading off the total, "this is why!"

Like the creation of the CBL, Clark v. Universal Builders and Baker v. F & F Investment result from the collision of two previously unconnected events: the payment-withholding strike by black contract buyers in December, 1968, and the U.S. Supreme Court's Jones v. Mayer ruling in June, 1968, which resurrected a section of the 1866 Civil Rights Act (p. 69), and said abolition of "badges of slavery" required that a dollar in the hands of a black man must have the same economic power as a dollar in the hands of a white man. Tom Sullivan, the Jenner & Block trial lawyer, and Robert Ming, a black lawyer who is a veteran of civil rights litigation, were the men who tied the Supreme Court's Jones v. Mayer ruling to the CBL's lawsuits. A slim, reserved Irish Catholic, Sullivan takes care to explain exactly how he came to file the suits. "Judge Harold Sullivan called and said there was a big emergency with possible evictions coming up," Sullivan (no relation to the judge) recalls. "I told him to have the CBL people come into

my office. In late November they came in. I met Jack Macnamara and some of the others for the first time. They explained the problem, and said the lawyers had told them there was nothing that could be done. I said, Well, I don't agree with that. I would be surprised if there were nothing that could be done.' At that time the Jones v. Mayer case had just come down and everyone was very much aware of the old 1866 Civil Rights Act. So I said I would look into it, with the idea of eventually filing some lawsuits. Shortly after that I got in touch with Bob Ming and asked if he would join me in the case. He said he would. So during December, Bob Ming, John Stifler, Tom Boodell, and I evolved what is now the basic lawsuit. And on January 6, 1969, we filed the West Side suit [Baker]; and a couple of weeks after, we filed the South Side suit [Clark]."

Both suits were filed in the United States District Court for the Northern District of Illinois. The West Side suit joined three classes of defendants: contract sellers, lending institutions which granted them mortgages, and the assignees of both the sellers and the lenders. Besides conspiracy and the alleged violations of civil rights, the defendants were charged with blockbusting, violations of federal antitrust and securities laws, unconscionability, usury, and fraud.

In the South Side suit, the ten companies and Universal Builders were charged with conspiracy, civil rights and federal securities violations, unconscionability, usury, and fraud. In both cases the statement of facts was essentially the same, as was the charge that both classes of sellers had exploited customs and usage of residential segregation and the artificial scarcity of housing for their own financial benefit

Lawyers for both sets of sellers immediately filed motions that the cases be dismissed, charging that no claim upon which relief could be granted had been stated by the complaints. CBL lawyers filed memoranda in opposition to the motions. And in late March the Justice Department intervened, filing a small "friend-of-the-court" brief in support of the civil rights count of the West Side complaint.

For some time before its intervention in March, the Justice Department had been petitioned to enter the case. According to Jack Macnamara, Chicago supporters of the CBL had made several attempts to convince outgoing Attorney General Ramsey Clark to bring the weight of the Justice Department behind the buyers. Thomas Foran, United States Attorney for the Northern District of Illinois, for example, had supported the CBL from its beginning. Foran encouraged Thomas Todd, a young black Assistant U.S. Attorney, to get involved on the side of the buy-

ers. Another government supporter was John McKnight, former director of the Midwestern Office of the Civil Rights Commission.

Foran and Todd had sent a copy of the two com-

plaints to Ramsey Clark during the last days of the Johnson Administration, trying to get a commitment. But even telegrams and petitions from sympathetic congressmen were ineffective. Finally, in January,

THE LAW AND THE COURTS-A Chronology

- 1827—The Illinois Forcible Entry and Detainer Act—the state's eviction law—was passed as a speedy remedy for landlords against trespassing tenants, but amended in 1861 to include contract buying. Delinquent buyers could be sued for possession after being served with a thirty-day warning notice of demand for payment and intent to start forcible proceedings, with the further warning that the contract would be terminated and tax payments forfeited. Procedures in circuit court have been concerned with "issue of possession"; defendants' response has been limited to whether notice was received and whether money was owed. To appeal an eviction judgment and raise defenses, defendant must post, within five days of judgment, a full amount appeal bond covering all delinquencies and all payments to become due during time of the appeal (usually one to one and a half years). Most contracts required buyers to pay sellers' fees and costs in the event of these proceedings.
- 1866—United States Congress passes the nation's first Civil Rights Act under authority of section II of the Thirteenth Amendment. Section I of the 1866 Act, now codified as 42 United States Code, section 1982, states that:

All citizens of the United States shall have the same right, in every State and Territory, as is enjoyed by white citizens thereof to inherit, purchase, lease, sell, hold, and convey real and personal property.

In arguing that Congress had power under the Thirteenth Amendment to pass such a law, Illinois Senator Lyman Trumbull, sponsor of the Civil Rights Act, noted: "I have no doubt that under this provision . . . we may destroy all these discriminations in civil rights against the black man; and if we cannot, our constitutional amendment amounts to nothing." From 1866 until 1968, section 1982 was interpreted to prevent states, and not the private actions of individuals, from violating the civil rights of blacks.

- 1948—United States Supreme Court, in Shelley v. Kraemer and companion cases, held that judicial enforcement of racially restrictive covenants violated the equal protection clause of the Fourteenth Amendment. Section 1982, considered in a companion case, was still noted to be applicable only against state action.
- 1968—United States Supreme Court, in *Jones* v. Alfred H. Mayer Co., dropped the legal and technical requirements and simply applied the constitutionality of section 1982 to bar *all* racial discrimination, private as well as public, in the sale or rental of property. The statute was construed as a valid exercise of the power of Congress to enforce the Thirteenth Amendment. Justice Potter Stewart: "At the very least, the freedom that Congress is empowered to secure under the Thirteenth Amendment includes the freedom to buy whatever a white man can buy, the right to live wherever a white man can live. If Congress cannot say that being a free man means at least this much, then the Thirteenth Amendment made a promise the nation cannot keep."
- 1969—Hubert L. Will, Federal District Judge for the Northern District of Illinois, denying a motion to dismiss two class actions brought by the Contract Buyers League against private parties, held that a cause of action had been stated under section 1982, as the 1866 Civil Rights Act was interpreted in Jones v. Mayer.

"Now, the Justice Department is very quiet; everybody there is either sleeping or dead."

1969, during the very first days of the Nixon Administration, Jerris Leonard, Assistant Attorney General in charge of the Justice Department's Civil Rights Division, agreed to see Macnamara, Todd, and McKnight. They immediately flew to Washington. "One of the points I kept stressing to Leonard," Macnamara recalls, "was that kids in the neighborhood believed that going through the law wouldn't work, and the only thing that would work would be bombing the real estate people; and that it seemed important for an Administration concerned about violence to do its part in helping to prove to the people that justice can be obtained by going through the courts. At the end of the conference Mr. Leonard said to me, 'If we do come into this case you have a grave obligation to let the people know that we did come in.' I said, 'I have a grave obligation to let the people know if you do decide to come in or if you decide not to come in.' Mr. Leonard threw up his hands and said, 'All right. You've got me!'"

he Justice Department, as a federal agency, was caught between the pressures on it to intervene and the probability that CBL lawyers would eventually join, as co-defendants in the lawsuits, the Federal Housing Administration, the Veterans Administration, and the Federal Savings and Loan Insurance Corporation. To prevent immediate embarrassment, a deal was made between the Department and CBL lawyers: if CBL would refrain for the time being from making the three federal agencies co-defendants, the government would intervene on behalf of the buyers. Thomas Todd wrote an initial forty-three-page draft of a government brief, of which ten pages were "really scathing about the FHA." But just before arguments on the motion to dismiss were to be heard and Todd was preparing to fly to Washington to get Justice Department approval of the brief, he received a call from Jerris Leonard. According to Todd, Leonard indicated that while the Justice Department was not opposed to the CBL issues, there was no money for the trip. "I asked whether he would see me if I came," Todd recalls. "And he said yes."

Thomas Foran contributed \$50, Todd paid \$50, and \$50 more came from other sources. Thomas Todd flew to Washington. "Were they surprised to see me!" Thomas Todd says. "I stormed around and demanded that they see me. At last one of Leonard's assistants came out and said that he would look at the brief. I have no doubt that he was a brilliant young law graduate, but in two hours he had cut my forty-three-page brief down to seven and there was

nothing left of it. The ten pages I had on the FHA had been dismissed in a sentence. I am a gentle person, normally, but I called him everything I could think of and accused him of having a robot mind and a computerized attitude. Now, the Justice Department in Washington is very quiet; everybody there is either sleeping or dead. But in the middle of it all I cursed him in the best street language. He said that we would rework it then. And we did. All night. The result was an eleven-page brief which said almost nothing. This was Leonard's doing. I flew back to Chicago on Thursday night. We had already sent out notices that we would be looking to intervene on Friday morning. Well, despite the reluctance of the Justice Department to get in, they had the press releases ready in Washington. And although we were not before the judge until 10:30 A.M., they had releases out saying we had been in at 9:30 A.M. They said this was an indication of what the Administration was going to do to help black people. But the brief said absolutely nothing. It got them a million dollars' worth of publicity."

The Justice Department's press release contained Attorney General John Mitchell's statement that the brief was "the federal government's first effort to break massive Northern housing segregation under the Supreme Court's ruling in *Jones* v. *Mayer*." Jerris Leonard noted at a Washington press conference that this was the first time the federal government had entered a housing suit, brought by private parties, at the district court level; and that it was also the first attack by the Justice Department on sales terms which are more onerous to blacks than to whites. He called the overcharges a "race tax," and indicated that the federal government was considering attacks on similar speculation in other cities, Detroit among them. "Anyone who rakes off a profit based on racial discrimination should have to pay it back with interest," he told the press.

n late May, after an initial ruling that the cases could be filed as class actions,* Judge Hubert L. Will of the federal district court delivered his opinion on the sellers' motion to dismiss. A brilliant, forceful judge, he had been under tremendous pressures from both sides since being assigned to the cases. Besides the publicity, the strike, the inter-

^{*}A class action is a suit in which representatives of a specific group of people file a lawsuit, on behalf of all those similarly situated, but too numerous to bring before a court, in which common questions of law and fact predominate over individual questions. The resolution of the lawsuit settles the interest of all parties similarly situated.





Above, sign in CBL's Pulaski Road office window. Left, CBL worker Mrs. Henrietta Banks. Below, a South Side neighborhood.



"... there cannot in this country be markets or profits based on the color of a man's skin."

vention of the Justice Department, heated outbursts in his court, and charges by West Side sellers that he was anti-Semitic, he was also to be criticized by local groups, including the Urban League, for proceeding with the cases too slowly. On the most crucial issue, the applicability of the 1866 Civil Rights Act as interpreted in *Jones* v. *Mayer*, he ruled that the buyers had stated a case:

What was true in Jones is true here also-the defendants call "revolutionary" what is simply a denial of their assumption that there is a necessary sanctity in the status quo. Defendants present the discredited claim that it is necessarily right for businessmen to secure profits wherever profit is available, arguing specifically with respect to this case that they did not create the system of de facto segregation which was the condition for the alleged discriminatory profit. But the law in the United States has grown to define certain economic bonds and ethical limits of business enterprise. . . . So we are hearing an old and obsolete lament. For it is now understood that under section 1982 [of the 1866 Civil Rights Act] as interpreted in Jones v. Alfred H. Mayer Co., there cannot in this country be markets or profits based on the color of a man's skin.

In ruling that a civil rights claim had been stated and in answer to the defendants' contention that the claim alleged "hypothetical" discrimination, Judge Will noted that "defendants' position elaborated is that if property is sold to a negro above what can be demonstrated to be the usual market price, there is no discrimination unless the same seller actually sells to whites at a lower price. It should be clear that in law the result would be obnoxious. In logic, it is ridiculous. It would mean that the 1866 Civil Rights Act, which was created to be an instrument for the abolition of discrimination, allows an injustice so long as it is visited entirely on negroes."

He dismissed the charged violations of securities laws, as well as charges of unconscionability, fraud, and usury. But he refused to dismiss the savings and loan associations as defendant-lenders.

Over a year after Judge Will's opinion, Sullivan and Ming amended their complaint to join as defendants the Federal Housing Administration, the Veterans Administration, and the Federal Savings and Loan Insurance Corporation. Both the FHA and the VA were charged with complicity and discriminatory practices in the backing of mortgages. The FSLIC was charged with taking over a number of savings and loan associations, which had folded because of alleged backing of speculators, and holding over 800 mortgages on properties sold to black people on contracts which were still being administered at the same inflated prices. This time the federal government

filed a motion claiming immunity and asking to be dismissed. So far, this level of the litigation has not been resolved.

That is how the two CBL lawsuits, Baker v. F. & F. Investment and Clark v. Universal Builders, got into federal court.

he buyers' payment-withholding strike had been ended by two agreements following the filing of Baker v. F. & F. Investment and Clark v. Universal Builders. The South Side agreement, made on March 4, 1969, required South Side buyers to continue making payments "without prejudice" directly to Universal Builders. The West Side agreement, made on April 3, 1969, required all striking buyers to continue making payments and required all sellers to deposit a portion of the monthly payments in escrow each month pending outcome of Baker. Because they were negotiated by lawyers and entered as court orders, the agreements bound a young, highly energetic black grass-roots movement and a small group of mostly white, relatively moderate lawyers to the same goal. The marriage was sometimes a strained one; the priorities were different. Few buyers wanted to continue making direct payments to the sellers, and favored mass confrontation tactics and economic pressure to achieve renegotiation. The lawyers confined their efforts to the legal arena, to winning the two cases. The differences in approach created tension, discord, sometimes mistrust. But there were even more fundamental problems.

One was the relationship between the black and white CBL workers and the young people of the West Side, which had been tense all along. Lawndale, with its resident street gangs, has one of the highest crime rates in Chicago. The gang members did not actively support the organization; some of them harassed white CBL workers, but they did not try to impede the CBL's progress. Charles Baker believes that CBL's presence has been responsible for a decrease in Lawndale gang activity. He attributes this to the fact that CBL is "working with the parents of the so-called gangs," and takes pride in pointing out that the CBL office window is the only one on Pulaski Road without an iron grating protecting it. In the window is a large sign listing the names and amounts of renegotiated savings of CBL families.

And there was tension in the loose alliance between West and South Side people. The alliance endured from late 1968 through early 1970. But there were growing differences. Besides dissimilarities in age and education, many of the South Side people,

as occupants of newer homes, considered themselves removed from the original ghettos. All were committed to peaceful mass confrontation tactics. But some South Siders were embarrassed by the revivalist overtones of the West Side meetings. Most viewed their problem in strictly economic terms, and others were suspicious of the whites who surrounded, and possibly influenced, the lower-class West Side members. The South Side people held their own meetings in their own area of the city, but most of the decisionmaking seems to have been confined to the West Side office. The differences were further compounded by the semi-autonomous roles and styles of the two sets of leaders. Both Charles Baker and Clyde Ross of the West Side were former factory workers, both were from the same town in Mississippi, and both were paid employees of the Gamaliel Foundation. Relatively easygoing and cautious, they suggest the kind of participatory leadership common in the early days of the civil rights movement. Sidney Clark and Arthur Green, the two South Side leaders, were not employed by the Foundation; rather their involvement and speaking ability tended to project them as spokesmen. Clark, the buyer in whose name the South Side class action was brought, was the most vocal spokesman.

But there were also many areas of agreement between the two groups. Both mistrusted the legal process. Both worried that the involvement of lawyers might redirect or neutralize the energy of the organization. While most buyers were pleased by the filing of Baker and Clark, they did not feel that the two lawsuits were the only way of getting the contracts renegotiated, and they resented the end of the strike and the resumption of payments directly to the sellers. Some buyers say that the West Side sellers stopped discussing renegotiation of the contracts as soon as the strike ended, and also that they used offers of high settlements to the leaders in an attempt to undermine group solidarity, and offers of small settlements to encourage rank-and-file buyers to sign out of the plaintiff classes. In addition, a number of buyers with "permissive delinquencies" who had been "carried" by their sellers (many at good rates of interest) prior to the strike were now being required to pay up in full. Although the court-order agreement ending the strike had stated that delinquencies were to be amortized "over a reasonable period," the phrase was never clarified to the satisfaction of either side.

And so, over the objections of their lawyers, the buyers started a second payment strike. Of the numerous reasons now given by the buyers in justification of the second strike, three stand out:

A second strike would resume the economic pressure on the sellers while the pretrial process dragged on, and perhaps force them to renegotiate.

Second, once the suits had been filed and the first strike had ended, there was little the CBL could do to maintain its cohesiveness. Limited as it was to a single issue, the grass-roots movement was threatened with extinction once the lawyers moved the conflict into the courts. Most members lacked the time and skill to participate in the legal discovery work. Furthermore, the sellers' lawyers fought the buyers' having access to information obtained for purposes of the lawsuit. It was being used in CBL propaganda, they charged. Many buyers were bitter over the inequality of remedies available to the two sides, and they believed that without direct pressure on the sellers, both negotiation and the cases would fail.

Finally, the buyers wanted to use mass eviction publicity pressures to attack the state's eviction law. In 1968 an estimated 42,000 families, both renters and contract buyers, had been sued for possession under authority of this eviction law. One reporter estimated that in the first six months of 1969, 21,751 more eviction actions had been started. In August, 1969, a Chicago paper printed a story charging that the First Municipal District Court was an "eviction mill," with one judge sometimes ordering evictions at the rate of twenty a minute as landlords, their lawyers, or secretaries yelled "plaintiff" when defendants were called. Public attention was directed to the eviction courts.

The buyers had an additional reason for wanting to test the eviction law. In early 1969, Marshall Patner, an energetic, reform-minded lawyer who was then executive director of Businessmen for the Public Interest, had taken the case of a South Side family ordered evicted during the first strike. Since his days with Chicago Legal Aid, Patner had been slowly formulating arguments against the defense-and-appeal bond provisions of the statute; and during the eviction proceedings brought against Mr. and Mrs. Chester Fisher by Rosewood Corporation (one of the ten companies under Universal's name) he had attempted to raise the sales terms and conditions of their contract as a defense. The testimony was ruled "not germane to the issue of possession" and excluded. Patner then argued that the inability of the buyers to raise equitable defenses was a denial of due process and equal protection. Then, with a \$5000 appeal bond contributed to the Fishers from private sources, he took their case, Rosewood, to the Illinois Supreme Court. "Even before my work with Legal Aid," Marshall Patner says, "I was interested in the

forcible entry. I was doing some commercial work for a real estate firm under the eviction law. Most were hardship cases, but I did get into evictions eventually. I got to know the law much better than most people who would normally get in on the other side. From then on I was waiting for a chance to challenge it." Thus, when the CBL made its decision to call a second strike, Macnamara and a few of the CBL leaders were aware that Rosewood, directly challenging the eviction law, was pending before the court.

he co-counsels, Sullivan and Ming, were strongly opposed to the second payment strike. When informed of the plan, they held a hurried series of meetings with the buyers and attempted to discourage it by describing in detail the remedies available to the sellers under the eviction law, and expressing concern over the possibility of violence during the evictions. Some South Side CBL members also opposed the strike, and objected to having to risk their own homes for people who were delinquent in their contract payments. But both sets of leaders and both sets of buyers voted to risk mass evictions in order to carry out the strike.

The second withholding strike began on July 19, 1969. The procedure was the same as before: each month the leaders would collect money orders for contract payments, which each striker would make out to himself, and place them in escrow. Any buyer who saved his own money was not considered part of the official strike. Many were fearful of going against the court order that had ended the first strike; nevertheless, they withheld the money. By the end of the summer, eviction proceedings had been brought against 261 of the 552 striking families. The hearings were summary: Under the eviction law, the sellers' lawyers simply alleged that each buyer had been notified of his delinquency, and the buyer's response was limited to two responses: whether he had received notice and whether he owed money. Bonds for those who wanted to appeal the judgments were set on the average of \$4000, but some were as high as \$7500. At first the cases were being handled by a number of volunteer lawyers and law students, some of whom attempted to raise the contract terms as defenses. But most of the lawyers eventually withdrew from representing the strikers either because they felt the strikers were wrong to live in the houses without paying or because they felt that the strikers had not been overcharged in the first place, or because they felt the futility of trying to break the eviction pattern. Most of the law students withdrew because of this same futility, and because of the pressures from the

judges. Subsequently, many buyers began representing themselves before the judges, and raised questions far beyond the scope of the issue of possession. One judge, in telling a woman that his hands were tied because the law required her to pay up or get out, said, "Young lady, I'm sorry to say this but somebody has led you down the wrong path and has misled you. And I know who." "You're right, your honor," the woman replied. "They misled me in Mississippi. I came up here to get a better place to raise my family. I was misled in Mississippi, but I was misled worse here because there they don't hide their hands. I came here to get justice and you are sitting up there agreeing with me and at the end you are going to shake your head and say, 'There is nothing I can do. My hands are tied.' I am being misled here!"

Jesuits from all over the country raised \$250,000 to be used as a lump-sum appeal bond, but the court would not permit this, and the money was returned to the donors.

he strikers began preparing for the evictions. In early December, 1969, former Cook County Sheriff Joseph Woods began the ordered evictions of South Side strikers. But as soon as his men had evicted Mrs. Elizabeth Nelson and nine children from their home and left the scene, a large crowd of CBL members, nuns, priests, rabbis, and other supporters moved the furniture back into the house. Sheriff Woods (a Republican who was then running for president of the County Board and who might have feared creating an issue which would allow the Democrats to mobilize black voters) then announced a moratorium on evictions until after Christmas. He also announced a policy of suspending future evictions whenever the temperature went below twenty degrees.

However, on January 5, twenty-five deputies attempted to evict another South Side family. This time more than two hundred CBL members and supporters were crammed inside the house when the deputies arrived. The deputies moved off and attempted a third eviction in another area. But again CBL members and supporters aborted the attempt by crowding into and surrounding the house.

Many CBL people take pride in disclosing the "map strategy" they used against Woods. Actually, both the sheriff's office and the CBL were involved in a ritual calculated to prevent violence on the eviction scenes. In fact, many CBL members believe that the evictions began on the more stable South Side because of the lesser danger of a confrontation between deputies and gang members there than in the West

"You're right, your honor. They misled me in Mississippi. I came up here to get a better place to raise my family. I was misled in Mississippi, but I was misled worse here because there they don't hide their hands."

Side neighborhoods. The CBL office would be warned beforehand, by "friends" inside the sheriff's office, of scheduled eviction sites. Word would go out to members and supporters by telephone that "Pharaoh is riding." Watchers would be posted to report the gathering and movements of the deputies to the group, which would be waiting on standby at 4 A.M. As soon as the intended house was known, buyers and supporters would rush to the house and surround it.

When the eviction party arrived at a house, one of the deputies would walk through the crowd, expecting to be blocked at the door. There would be some words exchanged about "obstructing a process of law," names would be taken, and the buyer would be cited for criminal trespass. The deputies would then leave the scene, and the cited striker would later surrender on his own and post bail. On one occasion a deputy was overheard telling a buyer who was blocking the door to his home: "Make it look good." It was a practical solution to a volatile situation, as demonstrated by the next eviction attempt.

On January 29, 1970, Sheriff Woods brought along two hundred deputies and Chicago Task Force Policemen. The movers were able to pick the lock, cut telephone wires, and put the furniture into the snow before CBL people could arrive on the scene. Sixteen security guards, hired by Universal Builders, were posted inside the house to prevent its reoccupation. But after the deputies and police had gone, CBL members and supporters trapped the guards inside the house. The guards fired some shots. Joseph Gibson, a South Side member of the strike, probably prevented the development of a more explosive situation by calming the crowd and then assuring the guards that they would not be harmed if they came out. The guards left the house. The crowd moved the furniture back. Soon after this attempt, Sheriff Woods announced that he would never again send two hundred men and spend \$25,000 of the taxpayers' money for a twenty-minute eviction, and ordered a halt to all eviction attempts until the courts had ruled in the cases of those families charged with criminal trespass. Universal Builders immediately sued Woods for \$7 million, and the circuit court threatened contempt citations.

In early February, 1970, two federal judges heard Tom Sullivan's arguments against the eviction law, but decided to abstain from passing on it because of Marshall Patner's case, *Rosewood*, which raised the same questions about the statute and was then pending before the Illinois Supreme Court. Then, in a remarkable display of legal red-tape cutting, Tom Sullivan managed to have a number of eviction cases

transferred from the circuit courts and consolidated with *Rosewood*. The court scheduled arguments in *Rosewood* for early March of that year.

There was also activity on another fevel. In early April, 1970, Chicago Mayor Richard J. Daley agreed to intervene in the dispute. He had been petitioned to intervene once before, in early February. At that time an agreement had been worked out by lawyers for Universal Builders and Sullivan's group. But the South Side strikers, who were the ones under most imminent threat of eviction, had rejected the agreement because of the alleged political influence behind it and the fact that it did not mention renegotiation of the contracts. There were rumors that there were connections between high officials in Universal Builders and the Democratic organization, and some South Side people noted that before Mayor Daley came into the conflict, Universal Builders had not been in the mood for compromise. But it is just as probable that both Mayor Daley and Universal officials were concerned over the tension and potential racial conflict that the evictions might cause. Both Robert Ming and Tom Sullivan were equally concerned. When they presented the February agreement to the South Side strikers, tempers were high. And they were being criticized by both Judge Will and other lawyers for not keeping the people in line. Only about fifty South Side strikers accepted the first agreement.

There were additional reasons for them to request Mayor Daley to me'diate a second agreement. By late February, Sheriff Woods had departed from the sham eviction ritual and gotten down to the serious business of actually clearing the houses. During the early morning two hundred deputies and policemen would arrive in buses, close off an entire South Side block to prevent CBL members and supporters from entering, and evict all striking families on the block. Each eviction took less than an hour: while the deputies and policemen closed off the street, professional movers went in and cleared the houses; then the deputies and officers moved back into the buses and drove off to the next eviction site, leaving at the houses security guards armed with shotguns. During the last few weeks of March and until the halt called by Mayor Daley before the second mediation session, Woods successfully evicted twenty-one striking families. Even while five hundred CBL members and supporters were downtown petitioning Mayor Daley to re-enter the dispute, Woods was evicting four more striking families.

On April 7 the sessions began in Mayor Daley's office. Buyers, sellers, and lawyers for both sides held separate meetings. Mayor Daley announced on television, "What is now on the streets will be brought to the bargaining table, and settled there with the buyers and sellers sitting around it." The sessions were long. Reports from inside the office called them "fine meetings," "productive." The City Council passed a resolution endorsing the mayor's intervention. One CBL leader remarked: "I'd like to say something in favor of the mayor, this great mayor. He doesn't want anyone to leave these meetings, and he just keeps on hollering at you until you get an agreement."

Rumors went around: Mayor Daley was in contact with judges of the Illinois Supreme Court who were about to deliver their opinion in Rosewood; Mayor Daley was considering revoking the building license of Universal Builders if the latter did not call off the evictions; Mayor Daley would order Sheriff Woods to hold off the evictions until after the Rosewood decision had been handed down. Many buyers who engaged in this speculation were forgetting that Universal was no longer building houses, and that Sheriff Woods, a Republican and a county official, was acting under court orders. Many believed in the mayor's power to "control" the sellers, even if the courts could not. The faith that many lower-class Chicago black people have in Daley is one of his major political assets.

n April 8, after two sessions, Mayor Daley announced a solution that was "fair to all." Even the CBL leaders, walking out of his office, called it a "very good" settlement. Both Sidney Clark and Arthur Green signed it. The press called it "A Nice Day's Work for the Mayor," and hoped that the buyers would accept and tensions ease. Since the agreement was between Universal Builders and the South Side buyers, Mayor Daley arranged a meeting between them at the Sherman House. Again Sullivan and Ming urged the strikers to accept. There was a one-week deadline.

The April agreement to end the payment-with-holding strike was almost the same as the previous agreement. The strikers were to pay all withheld money and all future installments directly to Universal. In return, Universal would deposit \$50,000 in an account and claim it and all eviction costs only if the Illinois Supreme Court upheld the constitutionality of the eviction law. If the court struck down the law, the \$50,000 would remain in the account, subject to court orders pending the outcome of *Clark* v. *Universal Builders*, and the striking buyers would not have to pay eviction costs. All contract sales would be reinstated, all eviction judgments vacated, and Universal

would not charge penalty interest rates for past defaults in payment. (This second agreement differed from the first in that Universal also promised to put aside an additional \$500 each month pending outcome of *Clark*, and indicated that it might consider refinancing some or all of the contracts.)

A number of South Side strikers rejected the agreement because it contained no specific provision for renegotiation of the contracts. Both Clark and Green were criticized for signing the agreement, and soon joined other strikers in denouncing it. "I think the South Side people *lost* in the mayor's office," one participant observes, "by not insisting that they were in there not to stop the evictions but to renegotiate."

Two days before the agreement deadline, the Illinois Supreme Court handed down its decision in *Rosewood.* Avoiding the constitutional questions, the court reinterpreted the state eviction law to allow contract buyers to raise equitable defenses in eviction proceedings. The court did not pass on the appeal bond provisions of the act, and only the few buyers who had posted appeal bonds could take advantage of the decision.

The strike was never officially ended. But most of the South Side strikers finally accepted the proposed agreement, turned their escrow money over to Universal, and waited for the outcome of *Clark* v. *Uni*versal Builders in the federal courts.

In Lawndale a number of families continued to withhold, but the back of the group effort was broken. Sheriff Woods handled the West Side evictions carefully, moving only a few families at a time. But some CBL members and supporters continued to move families back into the houses. Most strikers agreed to pay, however, when Judge Will, before resigning from the two class actions, announced that he would dismiss all strikers as plaintiffs from the lawsuit.

he seventy-to-eighty South Side buyers who rejected the agreement reached in Mayor Daley's office were eventually evicted by Sheriff Woods and his successor. Some moved back in and were evicted again, and again. The tension that had been building between the two sides of the organization now exploded into hostility and charges of "selling out." The core of South Side people who opposed ending the strike against Universal broke with the CBL and began their own organization, led by Sidney Clark and Arthur Green. This splinter group drew support from independent politicians, white students, and some vocal South Side businessmen. Neither Clark nor Green will discuss the grievances

"We are not compromising on anything. You people have struggled too long and too much. If anybody got any Uncle Tom ideas about sneaking in and messing up, you better just stay on out."

of the group or his own involvement, but it is clear that the mood was bitter. South Side buyers sympathetic to the West Side people were excluded from the splinter group's meetings, and attempts were made to produce some sense of vindication for its members. At one point a group of them "sat in" at the governor's office to protest Universal's policies; on another occasion they "evicted" the head of the Chicago FHA office. Once, when some of those living in their houses under criminal trespass charges were ordered jailed for a few days, supporters from Jesse Jackson's Operation Breadbasket demanded to be locked in the cells with them. Sidney Clark expressed the mood of the group during a public meeting. "We are not in the business of compromising," he said. "We are not compromising on anything. You people have struggled too long and too much. If anybody got any Uncle Tom ideas about sneaking in and messing up, you better just stay on out of the way because this is a for-real movement here. Universal is going to renegotiate these contracts. Universal is not going to make the money it made before."

The group's bitterness and mistrust were accentuated by the intervention of another outside influence. In the summer of 1970 Sherman Skolnick, a white legal researcher who chaired an organization called the Citizens' Committee to Clean Up Corruption in the Courts, was invited to address one of the meetings. Skolnick brought along "fact sheets" bearing the title "Who Represents Who In the Contract Buyers League?" which were passed out to the audience. The sheets denounced a number of judges; among them was the name of Federal Judge J. Sam Perry, who had been assigned to hear Clark v. Universal Builders following Judge Will's release of it. Skolnick also listed Albert Jenner as a bank director and charged his law firm with torpedoing civil rights cases in the past. Skolnick alleged that Jenner's firm had volunteered its services to the CBL in order to turn the thrust of the grass-roots movement into the courts where it could be killed off, and that the possibility of having to renegotiate "25,000 contracts in the city of Chicago" threatened a number of banks holding mortgages from the sellers. "If they couldn't turn this grass-roots movement around, their banks would go under. They need this blood money to exist on," he told the group, and suggested that the Catholic Church and the Democratic Party were also involved in the attempt to "sell out" the movement. A class action, he said, was "the work of the devil" because of its binding nature on those not immediately involved in bringing the action, and suggested that both Clark and Baker were "sellout" cases. "You think that some lawyer like Jenner, who makes \$2500

a day as a bank director, is going to get up feeling for poor working people who work two and three jobs to make their payments?" he said. "The first thing that'll happen if you win is that his bank will go under. So which side is he on? . . . What the hell do they give a damn about your constitutional rights? You've got to deal with first things first. Get this picture: A bank director went to court in your name, Jenner, and the case went to other bank directors who sit in robes and call themselves judges, and they sit next to the flag and tell you about the Constitution and all that bullshit! The only ones who are not bank directors are you!"

What is most significant about this meeting is that the people seemed to want to believe him. In late August, 1970, nine South Side buyers, including Sidney Clark and Arthur Green, filed a complaint in the Cook County Circuit Court. They named as defendants Jack Macnamara, Albert Jenner, Tom Sullivan, Robert Ming, John Stifler, Charles Baker, a Catholic bishop of Chicago, the Archbishop of Chicago, the Gamaliel Foundation, Gordon Sherman, and several of the white workers. Sherman Skolnick

drafted the complaint.

The allegations attacked every level that had contributed to the Contract Buyers League. The Catholic bishop was charged with being the beneficial owner of contracts through a connection with one of Universal's ten companies; the Gamaliel Foundation was charged with having an interest in safeguarding the relationship between the Catholic bishop and Universal, funneling money to the lawyers disguised as "litigation costs," and with financing the CBL in order to ensure that the organization did not get out of hand; Baker was charged with being an agent for the lawyers, who allegedly used him to solicit employment from Clark, Green, and other South Side buyers; Jenner, Sullivan, Stifler, and Ming were alleged to have falsely and maliciously purported to be the attorneys for South Side buyers during the negotiations in Mayor Daley's office, and were charged with failing to carry out their instructions; Gordon Sherman was accused of funneling money through the Gamaliel Foundation to the lawyers. The list of damages claimed by the plaintiffs included the interference with their rights to seek redress of their own grievances; blockading of their rights to solicit their own lawyers; the alleged compromising of their rights and destinies through control of the lawsuit; and personal claims for public humiliation and the disruption of their property and family lives. They asked \$5 million in exemplary damages, \$5 million in actual damages, and costs.

The filing of this case in 1970 was not only sym-

bolic of the growing mistrust of white motives which continues to isolate blacks and whites. It was a renunciation of three years of dedication, sacrifice, and personal pain on the part of both black contract buyers and the people who supported them. The breach between the two classes of black people was widened. Ironically, the people with fewer middle-class pretensions—the West Siders—retained their perspective. The lawyers were hurt and irritated. Sullivan, Ming, Stifler, and Jenner immediately withdrew from handling the nine plaintiffs, but continued to represent the eighty other South Side buyers who had been evicted but who did not join in the suit. But they requested an injunction to prevent the nine buyers and Skolnick from interfering with their preparation of the two major lawsuits. They also requested a hearing to determine whether they had properly and adequately represented the class of plaintiffs. At the hearing it was determined that they had. Subsequently, charges against Gordon Sherman and the Catholic bishop were dropped, but the charges against all the others remain unchanged. They denied the charges but did not move for dismissal, in order to avoid providing the plaintiffs with additional ammunition. The case is still pending.

IV How It Ends

espite the bitter split that threatened the CBL, the entire experience has been a successful one. Speculation on the outcome of either of the two federal court cases would be premature, but it is worthwhile to define some of the legal difficulties which Sullivan and the other lawyers are likely to face.

In doing so, one might consider the statement of one of the South Side buyers who joined in the suit against Sullivan. "There are enough laws on the books now to protect adequately all the people in this country," he said. "You don't have to go into court and start begging and pleading about rights and all that." But in point of fact, there are relatively few laws on the books that can provide meaningful remedies for contract buyers. A tenet of American law is that courts are extremely reluctant to interfere in contractual relationships. This is probably the reason why the early volunteer lawyers eventually decided that nothing could be done for the buyers. Most lawyers recognize that only a radical reconsideration of the policy reasons and values that support the inviolability of contracts can help the buyers.

Both Clark v. Universal Builders and Baker v. F & F Investment are challenging the federal courts to make such a reconsideration. But the fact that an essentially commercial appeal has been made within the context of a civil rights complaint charging racial discrimination tends to make the problem even more complex. Beyond the reluctance of courts to interfere in commercial areas there is a fundamental weakness in the two CBL cases based on the Supreme Court's decision in Jones v. Mayer in 1968. The discrimination alleged in the two cases does not fit the conceptual model on which Jones was decided. In the usual civil rights case, as in *Jones*, a black plaintiff alleges that a white defendant's treatment of him was not equal to that which was actually given to whites. But in the two CBL cases no such allegations were possible because of a lack of evidence that the sellers had ever made more favorable contract sales to whites. And in ruling that the CBL complaints had stated a claim under Section I of the 1866 Civil Rights Act, Judge Will raised the point that may well symbolize the real significance of the CBL experi-

Defendants contend that this holding would mean that every non-white citizen has a cause of action... to either rescind or reform... a purchase or leasing of either real or personal property by the simple allegation that he was charged more than a white person would have been charged or that he received less favorable terms and conditions than would have been given a white person.

The essential words are "would have been charged." In the absence of evidence that the sellers actually charged or would have charged whites less for similar property, the conduct does not seem to fit the traditional conceptual model. Moreover, Judge Will's analysis assumes that property in a changing neighborhood would have some value in a white market. These ambiguities could result in the CBL's losing the two lawsuits. On the other hand, as one commentator suggests, Judge Will could have been moving toward a new theory of liability, merging both civil rights and commercial law, and dispensing with the old conceptual model.

There is already considerable pressure on the federal courts to develop some approach to commercial discrimination. In Baltimore, where a grass-roots movement similar to the CBL has grown up, a civil rights complaint, Montebello Community Association v. Goldseker, was filed about a year after the Chicago lawsuits. Besides Montebello, similar sales practices are being challenged in Washington, D.C., and the CBL office has received calls and visitors from many other cities.





At a Wednesday night CBL meeting: Left, Tom Boodell. Above, Mrs. Ruth Wells. Below, other buyers.



"Repeatedly, lawyers have been forced to improvise and to push beyond the frontier... not because of their own ingenuity...but because the people said, 'Well, screw it, we're going to do it this way anyhow.'"

Many people are convinced that without the two strikes and the evictions the courts would never have moved as far as they have in Clark, Baker, Rosewood, and related cases. Jack Macnamara is convinced of that much. "Everybody knows it," he says; "if they deny it, they're blind! Nothing would have happened if it hadn't been for the activities of the people! The people themselves created a situation which forced people to respond on a somewhat parttime basis." And Tom Sullivan says almost the same thing. "Repeatedly," he says, "lawyers have been forced to improvise and to push beyond the frontier, so to speak, not because of their own ingenuity or anything that they started, but rather despite themselves and over their objections that it couldn't be done, because the people said, 'Well, screw it, we're going to do it this way anyhow."

Among the buyers there is absolute certainty that nothing would have been done if they had not acted. In fact, many of the people who continued to withhold their payments after the major part of the strike was over did so because they did not believe that any relief would come through the courts.

he Contract Buyers League survived the strike, but it is not the same organization. One reason is that Jack Macnamara has left. During the evictions he had to be hospitalized for exhaustion. In late 1970 he asked to be released from his Jesuit vows. In June, 1971, he married Peggy O'Connor, a CBL volunteer. It was a Catholic wedding, but Mrs. Luceal Johnson was asked to stand beside the priest and speak. The young black man who once beat Macnamara also attended. A few months after the wedding Macnamara took a job with Applied Resources Incorporated in New York, and left Lawndale. His leaving was in accordance with the original goals of the old Presentation Church Project: "To move on, once the machinery for an organized and developing community was set up, and leave the people to function on their own." During the three years of his involvement he had remained in the background, requiring the black members to make their own decisions. Macnamara's departure was probably an extension of this same determination to make the black people aware of their own potential to fight for themselves. In fact, he said as much to them before leaving. "All kinds of credit is given at CBL meetings," he told them. "People talk about all that white people are doing in supporting what you people are doing. They couldn't have done a thing without you. The real heroes of the CBL are not the white men, and it's about time that black people stopped saying thank you to white men, except in a very general way, and started saying, 'It's about time you gave us what we had coming.' A lot of people have said that I have done a lot for the people. I think the real thing is that the people have done a lot for me. And I'd like to thank them."

But the people have also done a lot for themselves. Almost 200 buyers have saved close to \$2 million in principal and interest from renegotiated contracts. Some families have had their balances reduced by as much as \$40,000 under the CBL's "fair-price formula." Others have accepted smaller settlements from the Federal Savings and Loan Insurance Corporation, which took over a number of bankrupt savings and loan associations that had granted mortgages to speculators. Quite a number of other families have accepted smaller settlements from their sellers in return for signing out of the lawsuits. In many instances, according to CBL leaders, the sellers will also pay to patch up the outsides of the houses. An estimated 150 to 200 West Side people have announced themselves renegotiated and have dropped all contact with the CBL. Nothing within the power of the leaders has been able to make them disclose the amounts of their settlements. In some cases, Clyde Ross says, a family is told by the seller to remain silent because it is getting a better deal than all the others. The longer the West Side case is delayed, the fewer buyers there may be in the plaintiff class. In fact, when Baker is finally scheduled for trial, there might not be a plaintiff class.

Aside from their uncertain situations as plaintiffs, however, the CBL people have made a number of commercial accomplishments. The First National Bank of Chicago is now allowing Lawndale homeowners conventional mortgages at reasonable interest rates. And several insurance companies have been convinced by Clyde Ross that the underwriting of homeowners' policies in "high-risk" areas can be profitable. Although the coverage is still not available to all black families in Chicago, as of January, 1972, more than three hundred CBL families had obtained new policies with broader coverage at an average savings of \$100 in annual premiums. There is also some talk of receiving rehabilitation money from the Department of Housing and Urban Development. But despite over three years of meetings with HUD and city officials, nothing substantial has developed. "I don't know what will come of it," Charles Baker admits, "but the government has already approved the loan. The only problem is getting it by the city. But if they do let it by, we'll have \$100,000, and a lot of these people who have already been renegotiated might show up again."

Although the CBL is still functioning, it is ques-

tionable how much longer it will be able to exert the influence it once had. Through 1971 it was more an administrative than a mass activity organization. In the small office on Pulaski Road, Clyde Ross, Charles Baker, Henrietta Banks, Ruth Wells, and a few white workers helped the people who wanted to apply for mortgages or insurance. At the peak of its appeal, in early 1970, the Wednesday night meetings could draw up to six hundred members and supporters on a subzero Chicago night. Budding politicians, sensing the arrival of a strong grass-roots organization, would attend the meetings with leaflets and encouraging speeches. By the next winter, however, the meetings seldom drew more than one hundred people. And few politicians. In June, 1971, when CBL held its third annual benefit at Presentation Church, fewer than three hundred members and supporters were present. By the end of last summer the meetings drew only thirty to forty members.

But Charles Baker believes that the CBL is just as effective now as it was several years ago. "We're still serving our purpose," he says. "Our purpose was to get the people relief from the contracts. Even though some of them are doing it on their own, they wouldn't have done it if it hadn't been for us."

There is also the matter of the practical knowledge the people have gained from their experience. "The good part about it," says Mrs. Luceal Johnson, who will not receive anything even if Baker is successful, "is that nobody will ever cheat me again the longest day I live! Nobody will ever sit back on his fanny and say, 'Here come a sucker. Let's get her!' Won't get me no more! I'm through being cheated. They got to get up and live off the sweat of their own brows. And I'm so sure they ain't g'on cheat me no more until I'll move into a tent before I buy another house and get it unjustly. I'll move into a pup-tent! And I'm going to teach my children to don't buy one the way I bought it."

Both Charles Baker and Clyde Ross, former factory workers, now understand the fine points about contracts, mortgages, insurance, and interest. So do a number of the others. Charles Baker, speaking of his hopes for the eventual rehabilitation of Lawndale, says, "Talk about *freedom?* Since I've been in this I've seen the perfect way you can get freedom: with this!" and points to his head. The lessons are not lost. A policy at the meetings is that when there are no further questions from the audience, one of the leaders will ask the audience questions:

"What would be the first step if you were going to buy another house to keep from getting gypped like you did last time?"

"Have it appraised!" is the collective response.

The lessons are not lost.

The circle widens. A group of Chicago lawyers, following Tom Sullivan's suggestion, has started a fund that will supply scholarships for black students who want to pursue careers in law. By the end of 1971 there was more than \$90,000 in the fund, and twenty black students were enrolled in Chicago area law schools. Ten more will enter in the fall of 1972. Sidney Clark, the former South Side leader, is already attending law school at night, on his own.

n another level there is the matter of the whites who volunteered their help and support to the organization. Most of them were new to both experiences: the inner city and black people. Most of the Presentation Project workers had some initial difficulties with young black people in the Lawndale area, but all seem to have gained clearer perspectives on the nature of the many levels of tension between the two groups. One young man, Mike Gecan, a recent Yale graduate whose family lives in a "changing" area of Chicago's far West Side, has been trying to develop a white grass-roots organization to combat the fears aroused by the blockbusters who are said to be operating in the area. And one elderly white couple, regular attenders of all CBL meetings, say in response to the question, Why?, "It's the only thing left in the country that we know about where there's still a chance to see justice demonstrated." There are at least one hundred whites who no longer fear walking through the Lawndale community.

There is also the question of the money: the \$2 million in renegotiated savings and the inestimable amount that might result from the two lawsuits. Many of the people want to rehabilitate the houses and create businesses that will employ, and perhaps also rehabilitate, the young people of the community. "Don't tell me we can't operate our own businesses," Charles Baker says. "We've been operating the white man's businesses all our lives. You have to put your own business in your own neighborhood. People say they want Lawndale to be the best place in Chicago to live. There's nothing nice here now, but you've got a lot of vacant lots, and sooner or later somebody's going to start building. We got the best chance in the world to start out right, if we get citizen participation like we have in CBL." To implement this plan, the leaders have announced a project to buy some of the three hundred vacant lots in the area before urban renewal buys them and begins "relocating" the community.

Beyond the political and economic goals of the

"This is no trick! Tell them we are going to trial."

four-year struggle, the effort symbolized a conflict, for many of those involved, between the determined assertions of themselves and institutions that had kept them physically and psychically "in their place." To all of them the many orders to continue payments directly to the sellers ignored what was essentially an issue of human dignity. As Tom Boodell says, "The main difficulty most strikers had was the emotional problem of paying money to the sellers. CBL people were willing to pay anyone but the sellers, and almost on the basis that 'we don't care what happens to it afterwards." Many have had an opportunity to test the strength of these institutions on a number of levels. The contact has made some cynical and bitter. Many still believe that the two class actions are "sellout" cases. One black woman, who bought a house vacated by an evicted South Side striker, laughs resignedly when asked about the two cases. "Is that still going on?" she asks. "It's a joke! We just have to learn there's no justice for the Negro. We have to learn to accept what they let us have." But many others have taken quite an opposite point of view. They are silently waiting for the trials to begin, and end.

Sam Perry announced that trial of Clark v. Universal Builders would begin in early 1972. Until that time Maureen MacDonald and other white Gamaliel Foundation workers had been concentrating on researching West Side contract sales situations. They immediately dropped work on Baker v. F & F Investment and began compiling building cost comparisons and interviews in preparation for Clark, before Judge Perry ordered an end to discovery work.

Sullivan, Boodell, Stifler, and the other lawyers began going out to the Wednesday night meetings regularly: each week one of them would be present to explain the last steps in the trial preparation to CBL members, and to urge them to bring all South Side buyers still in the *Clark* plaintiff class to the

meetings so that their depositions could be taken. In an attempt to bring the two factions together again, one of the lawyers told the few South Side people in the audience that the depositions had to be completed as fast as possible, and encouraged them to spread the word on the South Side. "Tell them we are prepared to meet with them anyplace they want," the lawyer said. "The meetings will be over here," Charles Baker said.

The South Side people began coming over to the West Side meetings. On some Wednesday nights there would be fifty of them present; on other nights almost one hundred. They were quiet, and settled a bit uneasily into the chairs among the West Side people. Some members of the splinter group attended, and brushed off questions about its past. "I have nothing to say that's important," one man said, smiling with timidity. Others asked polite questions about Clark, wanting to know what was expected of them. Some had lost their homes during the evictions; some had not; some had never been involved in CBL. All of them were urged by the lawyers to tell other South Side families about the trial date and the necessary interviews. "Even if you hate me," Clyde Ross told them, his voice straining with the effort, "even if you can't stand your neighbor and don't want to talk to him, at least stop hating him long enough to tell him about the trial. This is no trick! Tell them we are going to trial."

Much, much more than the complaints of thirty-five hundred Chicago contract buyers has been joined into the two class actions. The implications are wide and deep. Countless black people in all parts of the country are watching Chicago and waiting for the outcome of the two CBL cases.

The two cases represent, as Clarence Darrow said in a 1926 trial involving other black people who tried to buy property, a "cross-section of human history." They represent, he said, "the future, and the hope of some of us that the future shall be better than the past."

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