

## Frederick Douglass, Slum Landlord?

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One aspect of Frederick Douglass's post-Civil War life largely ignored by historians is his non-journalistic business enterprises. One of these was Douglass's ownership of multiple residential properties in Rochester, New York, that he rented to tenants. Some of these properties Douglass owned were for the use of family members and in-laws and to retain his ability to vote in New York elections after his principal residence had been destroyed in a fire in June 1872. Other Rochester houses, however, Douglass purchased as investments and paid local realtors to maintain and rent them for his profit. An accident affecting a tenant, Henrietta Lynne, of one of these houses at 113 Hamilton Street would ensnare Douglass in a protracted and rancorous legal controversy. In a letter from Douglass to a Rochester attorney, William J. McPherson—hired to resolve the dispute—reproduced below, Douglass decides he has no responsibility for his tenant's injury although her fall seems to have been caused by a rotten plank on the house's rear porch. Rejecting his lawyer's advice to offer a cash settlement, Douglass announces his willingness to be sued in court: "to let the law do me right and justice, for it seems to me that there is a determination to make me responsible for an accident that I had no means of preventing."

Further details of this dispute are revealed in a series of more than twenty letters between Douglass, John D. Tomlin, Douglass's Rochester property manager, McPherson, Lynne, and her lawyers. Douglass had placed the two-story Hamilton Street house under Tomlin's care in 1887, and the latter advised him of its deteriorated condition. In early May 1888, Tomlin leased the house at a rent of \$5 a week to John E. Lynne, a house painter, and his wife Henrietta, who sometimes worked as a singing instructor. The couple and their family moved into the house on 14 May 1888 and, ten days later, Henrietta sustained an injury to her right leg when it broke through a rotten plank on the house's rear stoop. Tomlin notified Douglass of the accident in a letter on 25 July 1888 because the Lynnes were unable to make their rent payments. In mid-August, lawyers representing Lynne wrote Douglass that they had advised her to contact Douglass to make a settlement for her injury. Douglass replied to those lawyers that he had no direct knowledge of the circumstances of Lynne's injury, said she was negligent in not informing his property agent Tomlin of defects in the porch, and concluded: "Of course I cannot but regret Mrs. Lynn's misfortune, but, as I have said, I am not aware that she has any claim against me, legal or moral." Henrietta Lynne then wrote directly to Douglass, charging Tomlin with misrepresentation and negligence in the care of the Hamilton Street house. Douglass apparently hired McPherson to investigate the matter provoking Henrietta Lynne to write Douglass that the lawyer was "a sneak and a drunkard."<sup>1</sup> McPherson had offered Douglass advice to pay his injured tenant Henrietta B. Lynne \$500 "as a gift on your part and to avoid the expense of litigation" in a letter dated 14 September 1888 and must have repeated it at a 1 October 1888 meeting between the two men. In the letter, McPherson claimed that Lynne had been seen moving around the house without the aid of crutches, branded her a liar, and declared that "she is after bloodmoney."<sup>2</sup>

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<sup>1</sup> John D. Tomlin to Frederick Douglass, 25 July 1888, reel 4, 829–31L, Frederick Douglass to Donald McNaughton and Joseph W. Taylor, 20 August 1888, reel 5, frames 50-51L, Henrietta B. Lynne to Frederick Douglass, 28 August, 23 September 1888, reel 5, frames 68–72, 105–08L, Frederick Douglass Papers, Library of Congress.

<sup>2</sup> William P. McPherson to Frederick Douglass, 14 September 1888, General Correspondence File, reel 5, frames 113–14, Frederick Douglass Papers, Library of Congress.

The legal dispute between Douglass and the Lynnes eventually reached the Municipal Court of the City of Rochester. Incomplete records indicate that Douglass was suing John E. Lynne, apparently over unpaid rent on the Hamilton Street house. The property manager, Tomlin, had recommended that Douglass allow the Lynne family to remain in the house that winter despite their inability and/or refusal to pay rent because he feared the vacant dwelling would be vandalized. Tomlin successfully requested that Douglass release him from managing the house in January 1889. In the meantime, Douglass engaged a new lawyer, John Van Voorhis, who advised him to ignore the Lynne’s lawyer’s requests for settlement negotiations, suggesting: “Let them perspire for a while. I am convinced the case is put up against you & I would resist it by all fair means.” A deposition for the Rochester Municipal court proceeding was taken on 2 February 1889 in the Hamilton Street house from Henrietta Lynne before a court referee. Lynne was represented by Joseph W. Taylor and Douglass by Van Voorhis. Lynne testified that Douglass had visited her in the house the preceding August and promised that her family could remain there rent-free until she recovered from the fall. She also claimed that Douglass had promised additional financial compensation to be agreed upon later. The results of the legal action for eviction are not known but the Lynnes ultimately vacated the house. As late as May 1894, Henrietta Lynne, now separated from her husband, was writing Douglass requesting a payment of \$5,000 in damages for her accident.<sup>3</sup> Douglass died the following February, his legal dispute with Henrietta Lynne apparently unresolved.

In many ways, what is most surprising about his letter to William McPherson is just how unremarkable Douglass’s response was. Like many (if not most) landlords, Douglass chose to ignore his tenant’s complaint and refused to accept any responsibility for what had occurred. Today there is, of course, no way for us to judge the merits of either party’s case. Surviving correspondence does indicate that Douglass paid to have the necessary repairs made to the back porch to prevent further accidents, but other letters indicate that the overall condition of the house remained poor at best. Similarly, there are indications that Henrietta Lynne was truly injured by the accident, although as time passed, Douglass’s representatives clearly believed that both the extent and the duration of her injury was much exaggerated. Given all that followed as the case dragged on year after year, however, it is hard not to wonder if both landlord and tenant might have been better served had Douglass simply accepted McPherson’s advice and reached a settlement with the Lynnes in the fall of 1888.

Perhaps the most compelling aspect of this document, however, is the light it sheds on a largely unexamined part of Douglass’s business interests: his engagement in the real estate business. Scattered throughout his surviving correspondence and financial records, most of which are part of the Library of Congress’s Frederick Douglass collection, are numerous references to Douglass’s real estate investments. Indeed, aside from his rental properties (which included not only those in Rochester, but at least four houses in Washington, D.C., as well as five houses in the Fells Point area of Baltimore), Douglass also held notes on dozens of properties scattered across three states (New York, Maryland, and Ohio), as well as the District of Columbia, worth tens of thousands of dollars.<sup>4</sup> Properly investigated, this material might not only

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<sup>3</sup> J[ohn] D. Tomlin to Frederick Douglass, 7, 26, 31 December 1888, 9 January 1889, reel 5, frames 222–23, 234–35L, 242, 246–47; Henrietta B. Lynne to Frederick Douglass, 7 May 1894, General Correspondence File, reel 7, frames 759, Frederick Douglass Papers, Library of Congress, Deposition for the Municipal Court City of Rochester, 3 February 1889, Legal File, 1843–1900, reel 30, frames 483–96, Frederick Douglass Papers, Library of Congress.

<sup>4</sup> In a ledger entry dated 1 October 1889, Lewis H. Douglass records dozens of notes on properties held by his father, the total value of which came to just over \$56,000. Financial Papers, General Accounts File, reel 28, frames 652–54, Frederick Douglass Papers, Library of Congress.

provide a window into the extent and nature of Douglass's venture into the real estate business, but also provides unique insight into the world of Black business and entrepreneurship in late nineteenth-century America.

[n.p.] 3 October 1888.

MR. MCPHERSON.<sup>5</sup>

DEAR SIR

Given our conversation on Monday last, I have thought much of your proposition that I should offer Mrs. Lynn<sup>6</sup> five hundred dollars for the alleged damage she has received by reason of a fall through a defective plank in the platform at the kitchen door of the house she rents on Hamilton Place. I have been carefully reading her letters and those of her attorneys<sup>7</sup> and have arrived at the

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<sup>5</sup> A native of Scotland, William J. McPherson (1831–1910) spent most of his life in Rochester, New York and by 1863, he was running his own law firm there. Once a successful attorney, McPherson spent much of his later career entangled in a series of legal problems that stemmed from a very brief second marriage to a widow, Mary Locke McVean of St. Louis, Missouri that took place in February 1895. Widowed within weeks of the marriage, McPherson used his late wife's wealth to, among other things, purchase several properties in Rochester, claiming that she had no heirs and had died intestate. However, his wife's brothers promptly sued him, and McPherson was ultimately ordered by courts in both Missouri and New York to make full restitution to her family of all her property. Although he continued to practice law until he retired in 1908, McPherson's reputation was shattered, and he never recovered from the financial losses he incurred because of his legal troubles. McPherson spent his final years confined as a patient in the Rochester State Hospital for the Insane, where he died in 1910. Alexander McPherson, *Glimpses of Church and Social Life in the Highlands in Olden Times and other papers* (Edinburgh, Scot., 1893), 349–57; "The East Savings Bank of Rochester vs. William J. McPherson, Impleaded with Others," *Supreme Court Appellate Division-Fourth Department* (Rochester, 1899), 74–116; *United States Circuit Courts of Appeals Reports, with Annotations*, 171 vols. (Rochester, 1903), 58:455–62; 1850 U.S. Census, New York, Orleans County, 21B; 1880 U.S. Census, New York, Monroe County, 442A; 1900 U.S. Census, New York, Monroe County, 85B; 1910 U.S. Census, New York, Monroe County, 293B; "U.S. City Directories, 1822–1995," Ancestry.com; Find a Grave (online).

<sup>6</sup> Henrietta Bradt Allen Lynne (1852–1930) was born in Oswego County, New York. Her father, Peter Bradt was a farmer and descended from seventeenth century Dutch colonists. By 1870, she was married to Stiles Allen, a drugstore clerk. Allen died in Cayuga County in 1875 leaving Henrietta a widow with an infant daughter. Later that same year she married Canadian John Edward Wellington Lynne (1847–1913) and settled in Port Hope, Ontario. The family, which expanded to include an additional six children, remained in Canada until 1886 when they moved to Rochester, New York, and rented one of Frederick Douglass's properties. In 1887, Lynne was employed as a foreman, but after that he mostly worked as a house painter. Henrietta, who taught music, seems to have separated from her second husband sometime in the 1890s, and by 1900 she was living in Harrisburg Pennsylvania with four of her children by Lynne, three of whom were working in a local bindery. Lynne, however, remained behind in Rochester where he lived with one of their daughters and her family until he died in 1913. At the time she died in 1930, Henrietta was living in Philadelphia. 1860 U.S. Census, New York, Oswego County, 10; 1870 U.S. Census, New York, Oswego County, 259; 1881 Canada Census, Ontario, Durham East, Ancestry.com; 1900 U.S. Census, Pennsylvania, Dauphin County, 7A; 1910 U.S. Census, New York, Monroe County, 245B; "Pennsylvania, U.S., Marriages, 1852–1968," Ancestry.com; "U.S. City Directories, 1822–1995," Ancestry.com.

<sup>7</sup> By this date, Douglass had received at least four letters from Henrietta Lynne and two from her lawyers, the Rochester legal firm of Donald McNaughton and Joseph W. Taylor. In her February 1889 court deposition, Lynne claimed that Douglass had also visited her in the Hamilton Street residence in August 1888. Lynne's correspondence also mentions receiving visits from several other members of Douglass's family. Lynne's letter claimed that doctors had told her that she might need to be on crutches for life and implied that Douglass could afford to pay her

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conclusion that in view of the demands made on her part and by her attorneys, it will be useless to make such a tender as you propose. I have no idea that the tender would be accepted, while at the same time, I am quite sure that it would be used to my disadvantage I am obliged to you for the interest you have thus far taken in the matter, and will be glad to compensate you for the same. Please send me your bill<sup>8</sup> and do nothing more in the case unless further advised. I propose to let the law do me right and justice, for it seems to me that there is a determination to make me responsible for an accident that I had no means of preventing.

Very truly Your friend

FREDERICK DOUGLASS.

ALS: General Correspondence File, reel 5, frames 131–33, Frederick Douglass Papers, Library of Congress.

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considerable financial compensation. Donald McNaughton and Joseph W. Taylor to Frederick Douglass, 16 August, 24 September 1888, reel 5, frame 46R, 108R–109, Frederick Douglass to Donald McNaughton and Joseph W. Taylor, 20 August 1888, reel 5, frames 50–51L, Henrietta B. Lynne to Frederick Douglass 23, 28 August, 23 September, 1 October, reel 5, frames 57–58L, 68–72, 105–08L, 127–29L, General Correspondence File, Frederick Douglass Papers, Library of Congress.

<sup>8</sup> McPherson wrote Douglass on 28 January 1889, acknowledging receipt of a payment from Douglass of twenty-eight dollars for his legal services. He told Douglass “I think that if I had had the matter of the removal of Lynn in hand, he would have been removed or we would have known the reason why not. *I think she is a tough lot to deal with* & he Lynn is simply her simple henchman.” William P. McPherson to Frederick Douglass, 28 January 1889, General Correspondence File, reel 5, frames 258R–59L, Frederick Douglass Papers, Library of Congress.