

IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA,)
)
Plaintiff,) MOTION AND NOTICE OF MOTION
) FOR AN ORDER REQUIRING
v.) DEFENDANT TO ANSWER
) INTERROGATORIES
TILDEN GARDENS, INC., a)
corporation,) C. A. No. 2703-69
)
Defendant.)
_____)

To: THE ATTORNEYS OF RECORD FOR THE DEFENDANT

The United States of America, plaintiff, respectfully moves this Court, in accordance with the provisions of Rule 37(a) of the Federal Rules of Civil Procedure, to require the defendant to answer the Interrogatories heretofore directed to it by the plaintiff in accordance with the provisions of Rule 33 of the Federal Rules of Civil Procedure. The grounds for this motion are more fully set forth in the accompanying memorandum of the United States.

PLEASE TAKE NOTICE that the United States will bring this motion on for a hearing at a time and place to be determined by the Court.

Respectfully submitted,

THOMAS A. FLANNERY
United States Attorney

Frank E. Schwelb
FRANK E. SCHWELB
Attorney
Department of Justice

As soon as he heard that my name was Pearlman, Mr. Hughes said he was sorry, but that Tilden Gardens did not admit Jews. I told him that this was my first bout with discrimination against Jews in housing, and I was not about to let it go at that. Mr. Hughes explained that he was only trying to save me embarrassment. He told me I would not be happy living in a place with no other Jews. Moreover, he told me, the Membership Committee of Tilden Gardens had recently turned a couple down just for being Jewish after their daughter had negotiated for the purchase. He said that the daughter was a very nice person and that it was embarrassing for him to have to tell her that the parents would be rejected when their Jewish faith was the only reason. He did not give me the name of the couple or the daughter. Mr. Hughes mentioned that he lived in the Broadmoor, on Connecticut Avenue, and that there was no discrimination there. He tried to interest me in an apartment at the Broadmoor. I expressed my indignation to Mr. Hughes about the anti-semitism at Tilden Gardens and told him that my husband and I were good neighbors and caused no difficulty to anyone, and that I was offended that we should be denied an available apartment simply because we were Jewish. However, in view of what Mr. Hughes told me, we did not press our application, and soon afterwards my husband and I moved to our present address.

4. I have made no secret of this incident and many of my friends and acquaintances, including many Jews, know about it.

Evelyn Pearlman
EVELYN PEARLMAN

Sworn to before me
this 29th day of January 1970

Paul D. Moran
NOTARY PUBLIC

My Commission Expires Oct. 14, 1973

AFFIDAVIT

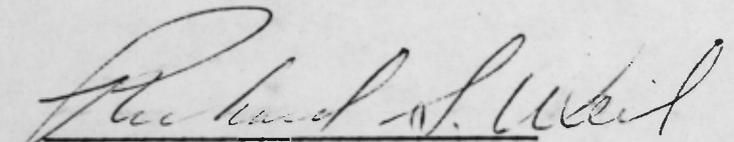
WASHINGTON)
) SS
DISTRICT OF COLUMBIA)

RICHARD S. WEIL, being duly sworn, deposes and says:

1. I am an attorney with the Employment Section of the Civil Rights Division of the U. S. Department of Justice. I make this affidavit in support of the motion of the United States for a preliminary injunction in the case of United States v. Tilden Gardens, Inc., C. A. No. 2703-69, now pending in the United States District Court for the District of Columbia.

2. During the month of August, 1969, I was assigned to the former Eastern Section of the Civil Rights Division and conducted several interviews during an investigation conducted by our Division to determine if the defendant Tilden Gardens, Inc., was engaged in racially discriminatory practices in violation of Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601 et seq. We had received information as a result of an FBI investigation to the effect that J. Nelson Hughes, a Washington, D. C. realtor with offices at 4620 Wisconsin Avenue, N. W., handled most apartment sales at Tilden Gardens. I telephoned Mr. Hughes to ask him some questions pertinent to our investigation. After I had identified myself, he advised that he had handled over 80% of the apartment sales at Tilden Gardens over the past eighteen or nineteen years. He stated that he knew of only

three instances in which a prospective purchaser had not been approved, and he advised that no owner of an apartment who was seeking to sell it had ever instructed him not to show it to Negroes or Jews. He said he had personally never refused an apartment to anyone on account of race or religion. He did state, however, that Jews and Negroes have telephoned him in regard to apartments at Tilden Gardens, but that after his conversations with them, none had ever inspected an apartment or filed a formal application. He declined to state what, if anything, in his conversations with the inquiring Jews or Negroes had discouraged them.


RICHARD S. WEIL

Sworn to before me this
29th day of January 1970


Lucille M. Stegich
Notary Public

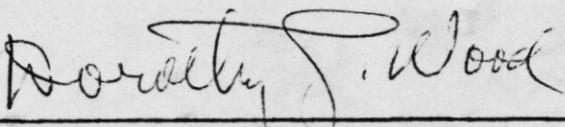
My Commission Expires January 14, 1972

Because of my impression referred to above, I have told prospective buyers, when they asked whether Tilden Gardens, Inc., accepted Negroes or Jews, that applications for purchase of apartments there could be rejected without specific reasons being given except for the restriction in the by-laws against children under sixteen and against pets; but that I knew of no Negro or Jewish stockholders in Tilden Gardens, Inc. No Negro or Jewish client who made an inquiry of me or who looked at apartments there with me subsequently filed an application for ownership in Tilden Gardens, Inc.

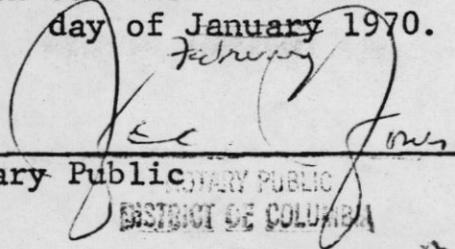
On one occasion in 1968 a woman lawyer whose name I do not recall, and who seemed to me to have excellent qualifications, expressed interest in looking at an apartment which I had advertised in Tilden Gardens. She said she was Jewish and that she had always heard Tilden Gardens did not accept Jews, and she asked me to find out before she looked at an apartment whether it seemed possible that her application would be acted upon favorably by the Corporation. I telephoned Mr. Harvey Mann of Lee White and Company who handles settlements of apartment purchases at Tilden Gardens and whom I had met in connection with my sales of apartments there. I told him I had a prospective client, a woman lawyer, who was Jewish and asked him if he thought she might be

accepted at Tilden Gardens, Inc. I gave no other information about the client as I had not met her and knew nothing else about her except what she had told me. Mr. Mann said he thought there was no chance that an application from her would be accepted. I so advised my prospective buyer and she took no further steps to purchase an apartment there.

In connection with the case of Mr. Samuel Eastman, I was told by Mr. Mann and by the attorney for Tilden Gardens, Inc., that his application was rejected because he had four children. It was stated in documents provided for Tilden Gardens, Inc., by Mr. Eastman at the time of his application, that the four children would not be residing with him.


DOROTHY G. WOOD

Sworn to before me this
2 day of January 1970.


Notary Public
DISTRICT OF COLUMBIA

My Commission Expires May 14, 1973

AFFIDAVIT

WASHINGTON)
) ss
DISTRICT OF COLUMBIA)

Samuel T. Eastman, being duly sworn, deposes and says:

1. I am a white man. I was born on January 18, 1926 in Fayetteville, Arkansas. I am Public Affairs Officer for the District of Columbia Government. I make this affidavit to relate my experiences with respect to racial discrimination in housing by Tilden Gardens, Inc. and its agents during the year 1969. I believe that I was denied an apartment at Tilden Gardens solely because representatives of that complex believed that I might have Negro guests.

2. On September 27, 1969, I was married to the former Elizabeth Hazes, and we live at 615 G Street, S.E., Washington, D. C. I was previously married to Phyllis Eastman, and have four children by her, ranging in age from five to twenty. We were divorced in June 1969, and my former wife has custody of our children. In April 1969, when I applied for housing at Tilden Gardens, the divorce was in the process of completion.

3. During April of last year, I got in touch with a Georgetown real estate agent, Mrs. Dorothy Wood, in response to a newspaper advertisement for a cooperative

apartment at Tilden Gardens. On April 12, she and I, together with my present wife, went to look at Apartment 303-I in the H and I group of buildings of the complex. Mrs. Wood told me that the ownership interest in this apartment belonged to an elderly couple, Mr. and Mrs. H. C. Hallam, who were living in a nursing home. The total price of the apartment was \$17,000. The down payment, due upon approval of my application, was \$4,000. Of this amount, \$1,000 was to be paid at the time of the signing of the sales contract. I was interested in taking the apartment and, on April 14, 1969, I signed a "Contract for Purchase of Cooperative Apartment," a copy of which is attached as Exhibit "A". I also made a down payment of \$1,000 by Union Trust Company Check No. 222 in favor of Lee, White & Company (the financial management of Tilden Gardens). A copy of this check is attached as Exhibit "B". Mr. Harvey W. Mann acknowledged receipt of the agreement and check by a letter to me dated May 13, 1969. A copy of this letter is attached as Exhibit "C". I also furnished a biographical sheet, a copy of which is attached as Exhibit "D". Letters of reference were written on my behalf by James Clark, Chief Clerk of the District Committee of the U.S. House of Representatives, and by Mr. George C. Wilson, a reporter for the Washington Post. Copies of these letters are attached as Exhibits "E" and "F".

4. Between May 15 and 18, 1969, I received a telephone call from Mr. Harvey Mann, Secretary and Treasurer of Tilden Gardens, requesting that I submit to an interview by the directors of "H" and "I" buildings. The interview took place May 19, 1969, and the persons interviewing me were Miss Anne Guilford and Mr. Theodore C. Lewis. Most of the interview consisted of casual conversation about Tilden Gardens, but Mr. Lewis, noting that my religion was not mentioned on my biographical sheet, asked if I belonged to a church. I said that I did not, but that I had been raised as a Protestant. I asked what the religious question had to do with my interest in living at Tilden Gardens. Mr. Lewis replied that information on religion helped to round out a picture of a man's character. Near the end of the interview, Mr. Mann told me that the tenants of Buildings "H" and "I" would have to vote on my application, and that I would be advised of the results at a later date.

5. On May 20, 1969, the day after the interview, I received a telephone call from Mr. Mann, who asked that I visit his office about a matter which he did not wish to discuss over the telephone. On May 21, 1969, I went to his office in response to his request. Mr. Mann asked me whether I was aware that no apartment at Tilden Gardens had been sold to a Jew or a Negro in its forty years of existence. Elaborating further, Mr. Mann

told me that the problem stemmed from my employment with Mayor Washington. Emphasizing that he, Mr. Mann, was acting as an agent for the apartment complex -- and not necessarily expressing his personal views -- he said that the question was whether or not I would have Negro guests in my apartment or in the apartment dining room. I said that I would, and that I felt that it was a very basic right for any homeowner to have any guest whom he pleased. Mr. Mann asked if this was a "political thing," which would be understandable, or whether it represented my personal views. I told him politics had nothing to do with it. I also told him that if accepted, and if I decided to sell at a later date, I would not decline to sell my apartment to a Negro, although I would not seek out a Negro for that purpose. Mr. Mann said that my position on social relations with Negroes might well cause hostility at Tilden Gardens and that he did not think I would be comfortable there if I was accepted. He suggested that if I wished to withdraw my application, this would be an appropriate time to do so, and that I could get my \$1,000 back without any financial loss. I declined to withdraw my application, and asked Mr. Mann how I should proceed to pursue it. He told me that there would have to be a vote of the tenants of Buildings H and I, and I believe he said that residents whose apartments represented two thirds of the outstanding

stock would have to vote in my favor for me to be approved. I asked how word would come out that I may be undesirable and he said that my biographical sheet would be circulated. I also suggested that there is always a word of mouth grapevine, and he nodded yes.

6. At the conclusion of the conversation, I told Mr. Mann that I was amazed that Tilden Gardens had withstood the legal decisions and social pressures of the day. Mr. Mann replied, "You realize this is a stock purchase and you are not directly purchasing housing," or words to that effect.

7. On June 5, 1969, Mr. Mann advised me by letter that my application for the apartment had been rejected because the stockholders voted not to approve it. A copy of his letter is attached hereto as Exhibit "G". Mrs. Wood later told me that she had reason to believe that the stated reason for my rejection would be that I had four children and that it was possible that they might reside with me -- even though I had emphasized that I understood that the bylaws of Tilden Gardens prohibit residence by minor children.

8. I had made it clear to Mr. Mann that, under the provisions of my divorce, my children would be in the custody of my first wife. During my interview with Mr. Lewis and Miss Guilford, one of them asked me if the children would be living with me, and when I explained

that they would not, no further comment was made. Except for the racial reasons related to me by Mr. Mann during our interview of May 21, 1969, as described in the preceding paragraphs, no representative of Tilden Gardens ever suggested any reason why I would not be eligible to live there. In addition, Mrs. Wood told me during the course of our dealings that, unfortunately, Tilden Gardens does not accept Negroes or Jews, and she advised that I would have a better chance of admission if I did not use Mayor Washington as a reference, even though my employment with the Mayor would have to be listed in my biographical statement. My decision not to use the Mayor as a reference, however, was made because I did not wish to cause him the inconvenience of responding to such a reference inquiry.

9. In conclusion, my attempt to obtain the apartment at Tilden Gardens was made in good faith. If my application had been approved, I would have moved in to stay; I also had decided to make an active effort to change the racial policy at the complex through my votes as a tenant-stockholder.

SAMUEL EASTMAN

Sworn to before me this
_____ day of _____, 1970.

NOTARY PUBLIC

hereinafter called the purchaser

offers to buy from the owner, hereinafter called the seller, 500 shares of the capital stock of Tilden Gardens, Inc. Series "A", together with the stockholder's leasehold rights in and to apartment unit No. 303-E in the Building located at 3000 Tilden Street N. W. in the District of Columbia, and has deposited with Lee, White & Company, transfer agents for said corporation, the sum of One thousand dollars (\$ 1000.00) as part payment, upon the following terms and conditions:

(1) Total price of stock and leasehold, Seventeen thousand dollars (\$ 17,000.00)

The purchaser to pay Four thousand dollars (\$ 4000.00) in cash on date of settlement of which sum the above deposit shall be a part.

The purchaser to give a collateral note for the deferred purchase money in amount Thirteen Thousand dollars (\$ 13,000.00)

with interest at 7 3/4 per centum per annum payable at Washington, D. C., as follows:

Monthly payment, including interest and principal, of \$150.00 per mo., with

balance of note due in full five years after date of settlement; with privilege of prepayment.

with assignment thereof in the usual form, to be delivered to the seller.

(2) The said stock and leasehold rights to be purchased subject to the provisions of the charter and by-laws of Tilden Gardens, Inc., a corporation organized under the laws of the State of Delaware, and holder of the legal title to the building aforesaid; and in the event this sale is not approved by the required number of stockholders or ratified by the Board of Directors as provided in said by-laws, the above deposit is to be returned to the purchaser and the sale declared off.

(3) All rents, assessments, operating charges, etc., are to be adjusted to date of settlement. The present assessment is Operating Expense \$ 70.00 per month. The costs of settlement are to be paid as follows: The Purchaser is to pay a Transfer Fee of \$50.00 and the cost of documentary transfer stamps. The seller is to pay a Transfer Fee of \$15.00 and all other incidental costs of settlement.

(4) Within 30 days from date of acceptance by the seller, or as soon thereafter as the sale is approved by the stockholders and directors as aforesaid, the seller and purchaser shall make full settlement in accordance with the terms hereof. If the purchaser shall fail to do so, his above deposit may be forfeited at the option of the seller, in which event the purchaser shall be relieved from any further liability hereunder, or without forfeiting the said deposit the seller may avail himself of any legal or equitable rights which he may have under this contract. In the event of forfeiture of the deposit, the seller shall allow the agent from such deposit the full commission, but such amount shall not exceed the amount of the deposit forfeited.

(5) Settlement is to be made at the office of the aforesaid transfer agents, and the deposit with them of the purchase money, notes and security, the stock certificate with stockholder's lease, and such other papers as are required of either party by the terms of this indenture shall be considered good and sufficient tender of performance of the terms hereof.

(6) The purchaser expressly covenants as one of the conditions of this indenture that he is purchasing this cooperative apartment in good faith for his immediate and personal occupancy as a dwelling for himself or his immediate family.

(7) The seller to pay their agent who negotiates this contract a commission of six percent of the purchase price, and the transfer agents shall make deduction of the aforesaid commission from the proceeds of the settlement and make payment thereof to the said agent.

(8) The purchaser expressly agrees that he will not have with him in the apartment any children under sixteen years of age, and that he will not keep any pets including dogs, cats, parrots, or other such pets in his apartment.

(9) Structural Changes, Alterations, Remodeling and Extensive Renovations must first be approved by Tilden Gardens, Inc., before such work is started.

(10) Locker Space will be assigned by the Director of the Building.

(11) Purchase price includes all kitchen equipment presently installed; also one air conditioner in bedroom window. All other personal property of Sellers to be removed from premises by date of settlement, and premises to be broom clean.

This offer to be executed in triplicate by the purchaser, and when accepted by the seller, contains the final and entire contract between the parties hereto, and they shall not be bound by any terms, conditions, statements or representations, oral or written not herein contained.

RECEIPT of the deposit recited in this indenture on the above terms is acknowledged:

LEE, WHITE & COMPANY

By _____

The Stock Certificate and Lease to be issued in the name of

Samuel E. Eastman

Samuel E. Eastman

(Purchase)

We, the owners of the stock and leasehold rights named above, do hereby accept the above offer, and agree to sell the same on the terms above recited, which we ratify as our contract.

Seller (Seller)

Financial References:

1349 B Street, N.W.

Social References:

U.S.C. 110

EXHIBIT "A"

EXHIBIT "B" 5

SAMUEL T. EASTMAN 1731 - 16 STREET, N.W., NO. 454 WASHINGTON, D. C. 20009		No. <u>222</u> ³
PAY TO THE ORDER OF <u>Sec, WTB + Company</u>		<u>April 15 1969</u> - 15-58 511
<u>One Thousand and 00/100</u>		<u>\$ 1,000.00</u>
UNION TRUST COMPANY OF THE DISTRICT OF COLUMBIA WASHINGTON, D.C.		<u>Samuel T. Eastman</u>
part payment of <u>Widow's Pension</u> ⑆0511⑆0052⑆⑆⑆ 285 788⑈		

TILDEN GARDENS, INC.
Cooperative Apartments
WASHINGTON, D. C. 20005

FISCAL OFFICE
GLOBAL BUILDING

May 13, 1969

Mr. Samuel T. Eastman
1706 - 16th Street, N.W., #454
Washington, D. C. 20009

Dear Mr. Eastman:

Enclosed is your copy of the agreement to purchase Apartment Number 303-I, 3000 Tilden Street, N. W., Washington, D. C., from Mr. and Mrs. Henry C. Hallam. I have acknowledged receipt of your deposit of \$1,000.00.

We have also received your written personal history.

Yours very truly,



Harvey W. Mann
Secretary and Treasurer

HWM:s
Enclosure

Biographical Information:

April 15, 1969

Name: Samuel T. Eastman
Birthday: January 18, 1926
Birth Place: Fayetteville, Arkansas
Occupation: Public Affairs Officer, D. C. Government
Home Address: 1701 - 16th Street, N.W., Washington, D. C.
Telephone: Home - 265-4627, Office - 629-2577

I have lived in the Washington area since I was five. My father, now retired, was an attorney in the General Counsel's Office of the General Accounting Office.

I graduated from George Washington High School in Alexandria, served as an infantryman in Europe during World War II, and then attended George Washington University for about two years. I left college to take a job with the Evening Star Newspaper Company, where I worked as a reporter for 17 years, the last 4 of which were spent covering Congress. I left the Star in 1966 to take the job of Public Affairs Officer for the D. C. Government initially with the Board of Commissioners and presently for Mayor Walter E. Washington.

I am in the process of being divorced on the uncontested grounds of desertion. My wife has custody of our four children, who will continue to live with her in Annandale, Virginia. The divorce, handled by Attorney Joseph C. Bennet, Jr., (4057 Chain Bridge Road, Fairfax) will be final July 1 of this year.

My salary is \$21,100 and, under the expected Federal pay raise, will go to about \$28,000 July 1.

May 15, 1969

Mr. Harvey W. Mann,
Treasurer,
Tilden Gardens, Inc.
Global Building
1025 Vermont Avenue, N. W.
Washington, D. C.

Dear Mr. Mann:

In reply to your letter of May 2, 1969, in regard to Samuel T. Eastman, I have known him for over seven years, during which time I have gained increasing respect for him as a gentleman, for his abilities, sincerity and devotion to whatever task has been assigned to him.

He is a prodigious worker and highly regarded by those closely associated with him. I feel he would be a welcome owner and neighbor in your development.

With kind regards,

Sincerely yours,

James T. Clark
Clerk

JTC/lra

May 15, 1969

Received, Public Affairs Office

MAY 20 1969

Mr. Harvey Mann
Lee, White Company
Global Building
Washington, D. C.

Dear Mr. Mann:

I understand from Mr. Samuel Eastman that your firm previously sent to me a request for a character appraisal of Mr. Eastman.

Although for some reason I never received that letter, I would like to attest to Mr. Eastman's integrity and high character. I have known him for almost a decade and have had a chance to observe him in all kinds of situations, professionally and personally.

We were colleagues at The Washington Star and have been close personal friends since leaving.

I am sure Mr. Eastman -- who I understand is interested in a Tilden Gardens apartment -- would be a most desirable resident.

Please feel free to call on us for any further testimony on Mr. Eastman's outstanding character.

Very truly yours,

George C. Wilson

TILDEN GARDENS, INC.

Cooperative Apartments

WASHINGTON, D. C. 20005

FISCAL OFFICE
GLOBAL BUILDING

June 5, 1969

Mr. Samuel T. Eastman
1706 - 16th Street, N. W., #454
Washington, D. C. 20009

Dear Mr. Eastman:

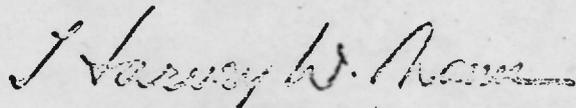
I acknowledged receipt on May 13, 1969 in the behalf of Tilden Gardens, Inc., H-1 Building, of your proposed contract for purchase of Cooperative Apartment Number 303-1, 3000 Tilden Street, N. W., Washington, D. C., along with a check made payable to Lee, White & Company in the sum of \$1,000.00, and thereafter referred it to the stockholders of the company for their immediate consideration.

I regret to advise you that the stockholders of Tilden Gardens, Inc., H-1 Building, in accordance with the authority vested in them and specifically set out in paragraph (2) of the proposed offer, did not approve your offer.

In view of the foregoing, I am returning herewith your check heretofore submitted to me, made payable to Lee, White & Company, in the sum of \$1,000.00.

I would appreciate your returning to me the copy of the proposed offer in your possession.

Respectfully yours,



Harvey W. Mann
Secretary and Treasurer

HWM:s

CC: Mr. and Mrs. H. C. Hallam
Mrs. Dorothy G. Wood