

How NYU almost shut free speech out of Town Hall

THIS REPORT was written just hours before the GUARDIAN-sponsored meeting on the Oswald case at Town Hall in New York, a meeting which the management of Town Hall—operated by New York University—did its utmost to keep from taking place. The fact that the meeting did occur can be credited to the persistence of the NATIONAL GUARDIAN, with an able assist from Edward J. Ennis, general counsel of the American Civil Liberties Union, and a group of devoted GUARDIAN supporters who accept without qualification the validity of the First Amendment to the United States Constitution.

It was not until the afternoon of Feb. 17, a scant 24 hours before, that the meeting was assured, despite the fact that the hall—seating 1,500 persons—had been completely sold out. The whole episode makes a mockery out of the vaunted dedication of NYU (founded in 1831) to the right of free inquiry. Because of its significance for the never-ending struggle for free

speech and the right of peaceable assembly, it must be brought to the attention of the City of New York and the nation. This is the story:

IN A LETTER dated Jan. 14 the GUARDIAN confirmed a telephone conversation with Town Hall on renting the hall and specified the number and prices of tickets. A check for half the rental was mailed to and deposited by Town Hall which, as is its custom, then printed the tickets. The GUARDIAN advertised the meeting in its pages and circularized 11,000 New York area readers by mail.

On Jan. 28, the GUARDIAN received a letter signed by Town Hall's director, Ormond Drake, who is associate dean of NYU's Division of General Education. The letter noted that the New York Journal-American (Hearst) of Jan. 24 carried a story saying that Mrs. Marguerite Oswald would "appear on your program to proclaim her son's innocence." The letter said that the lease with the GUARDIAN stated that the meeting would be addressed by Mark Lane and that its "terms have been materially altered" (apparently by the fact of Mrs. Oswald's appearance). There was no reference to the other speakers. The letter went on:

"I must now inform you that Town Hall cannot sign the lease form . . . In our opinion Mrs. Oswald's appearance in Town Hall could be incendiary . . . Town Hall does not choose to be a party to the airing of a case that is presently being studied by the Presidential Commission . . . Town Hall does not believe that the appearance of Mrs. Oswald on a public platform would serve any useful purpose."

Drake said the GUARDIAN's check for the hall rental would be returned; it was.

The same day the GUARDIAN informed Drake by

phone that the meeting's purpose was to keep all avenues of inquiry open in the assassination of President Kennedy and the Oswald case and that there would be other distinguished and concerned speakers; that NYU ought to be opposed to the suppression of any aspects of such an all-important inquiry. It insisted that the cancellation be reconsidered to avoid a civil liberties fight.

Drake replied that the decision had been made on the highest university level. He referred the GUARDIAN to NYU's President James Hester (who remained unavailable to the GUARDIAN). A letter was sent to Town Hall demanding compliance with the terms of the contract; the returned check was sent to Town Hall again.

IN CONSULTATION WITH its attorney, I. G. Needleman, the GUARDIAN reached Ennis, who agreed to represent the GUARDIAN without fee in the event legal action was necessary. In addition the ACLU itself was informed of Town Hall's arbitrary action; it said it would investigate.

Ennis apparently is a man of some persuasion. At the very least he managed to impress upon the NYU officials how untenable their position was and how naked they would look in the glare of publicity that would accompany a legal action. On Feb. 5 the GUARDIAN received another letter from Drake dated Feb. 4. It said:

"Considering the total circumstances surrounding the issue between us, we now suggest we enter into an agreement for a meeting on the evening of Feb. 18 . . ." But the concession was made with a tight fist and was vitiated by new and harassing conditions. Drake wrote: "Because of the nature of the program, we ask that you post a \$25,000 bond to protect the physical property at Town Hall in the event of material damage . . . We wish for a highly satisfactory meeting on Feb. 18."

In a letter of response the same day, after consulting with the GUARDIAN, Ennis expressed his "personal gratification that the university officials concerned have upon reflection determined that the meeting should be allowed to proceed." He asked "further consideration" of the bond proposal:

"In the present case there is no more reason to apprehend physical damage than in the case of any customary public meeting at Town Hall. No disturbance accompanied the [GUARDIAN-sponsored] Town Hall meeting [Felix Greene last spring] and no disturbance accompanied the widely publicized meeting to discuss the Oswald case held at the Henry Hudson Hotel [in New York] Jan. 24 at which Mark Lane discussed the Oswald case.

"I am sure that you and your associates will appreciate that belief in and respect for the constitutional rights of free speech and assembly . . . require that the onerous condition of a large bond as security against completely improbable physical damage not be exacted . . . Such a general requirement, suggestive of an unconstitutional condition, would penalize proponents of a peaceable assembly, rather than its opponents unlawfully threatening physical disturbance, and would subject the peaceable assembly to the veto by commercial surety companies which might exact the deposit of full cash collateral for a bond or refuse it altogether in the case of unpopular meetings."

Ennis noted also a statement by Police Commissioner Murphy on June 20, 1963: "The police will protect the right of all to peacefully assemble and petition. They will brook no interference with these rights by anyone." If there were any reason to suspect a disturbance before Feb. 18, Ennis said, there would be ample time to obtain police protection both for persons and property.

OVER →

DRAKE'S REPLY on Feb. 7 was clear: No bond, no meeting. The letter also supported the GUARDIAN's belief, held since the original cancellation, that persons beyond the university were interested in killing the meeting: Drake said the demand for bond was determined "following conferences involving other interests and thus it reflects the concern of more than this institution."

With time growing short, and in the knowledge that legal action might carry past the meeting date and thus forestall the meeting in any case, the GUARDIAN proceeded, at considerable cost, to obtain a one-day \$25,000 insurance policy against property damage at Town Hall. The action was taken reluctantly and with a view to possible legal action for damages after Feb. 18. The insurance policy was submitted to Town Hall Feb. 12.

On Feb. 13 came the reply: The policy was unsuitable. Only a bond would be acceptable—or \$25,000 in cash in escrow in an approved bank. On Friday, Feb. 14—a day dedicated to love—all efforts turned up (as Ennis had predicted) only loveless bonding companies who turned a universal thumbs down.

At this stage there was not time for legal action. The GUARDIAN in a last-minute move appealed privately to a group of supporters, and the first four persons approached agreed to supply the necessary funds in bonds and cashier's checks for the escrow. The transaction was completed Feb. 17; that afternoon Town Hall turned over the signed lease for the hall. Up to that point it had instructed its box office to inform callers that it had no listing for an event on the evening of Feb. 18.

THE GUARDIAN DOES NOT PLAN to let the matter rest here. The whole ugly story is a disgrace to the concept of free speech and free inquiry. It was clear that the officials of Town Hall and the "other interests" preferred a situation in which 1,500 indignant persons would be milling about in West 43rd St., off Times Square, at the height of the theater hour—exactly the kind of situation that NYU purportedly sought to avoid—than to have these 1,500 persons sitting quietly inside Town Hall listening to serious-minded and informed speakers seeking to ascertain the facts about the "crime of the century."

Thus, once again, the persisting question must be asked, and with greater urgency than ever: Why are honest efforts to present as much information as possible about the events in Dallas on the weekend of Nov. 22, 1963, meeting with such resistance? The GUARDIAN will not cease to raise this question or to seek an answer to it.

For the present, we urge all readers and all persons interested in maintaining the Bill of Rights for all, to write letters of protest to President James Hester of New York University, Washington Square, New York, N.Y., over the conduct of NYU in events surrounding the Feb. 18 meeting. The head of an institution of learning which has flunked an elementary course in civil liberties and constitutional law ought to be taught a ringing lesson in basic American principles. Perhaps he can then instruct the "other interests" accordingly.

—THE GUARDIAN

FOOTNOTE: In his Feb. 4 letter to the GUARDIAN, Drake said that as a result of NYU's "negotiations" with the GUARDIAN, Town Hall "for the future would prefer not to have further dealings with NATIONAL GUARDIAN." That is an open question.