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Fiorello H. La Guardia
and the Stuyvesant Town
Controversy of 1943

By DOMINIC J. CAPECI, JR.*

CAN it be, Mr. Mayor," an incredulous housewife asked Fiorello H. La Guardia in the spring of 1943, "that you, of all people, are sanctioning and approving discrimination?" Mrs. B. Fishman's question came in response to the Stuyvesant Town controversy, and before it subsided, La Guardia was embroiled in the most heated racial issue of his mayoral career. The issue was further complicated by questions concerning the role of private enterprise in the field of public housing and the relationship of municipal government with businesses involved in such projects. Nor was the controversy ameliorated by the fact that New Yorkers were waging a war against fascism abroad and confronting increased racial tensions at home.¹

On Sunday, April 18, 1943, in his weekly radio broadcast from City Hall, La Guardia announced plans for a municipal contract with the Metropolitan Life Insurance Company to construct a housing project on the east side of lower Manhattan. The Stuyvesant Town Houses, so named because the site of the project was once part of the Peter Stuyvesant farm, were designed to cover eighteen city blocks in the "gas-house district" from East Fourteenth to East Twentieth streets and from Avenue C and the waterfront to First Avenue. Estimated at a cost of 40 to 50 million dollars, thirty-five apartment buildings would

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¹Fishman to La Guardia, June 14, 1943, Box 762, Fiorello H. La Guardia Papers, Municipal Archives and Record Center, New York City (hereafter cited as FHLP). For a history of Stuyvesant Town from its inception to 1970, see Arthur Simon, *Stuyvesant Town, U.S.A.: Pattern for Two Americas* (New York, 1970). The author would like to thank Mr. Charles Cunneen, Vice-President of Housing Investments of Metropolitan Life Insurance Company, for bringing Simon's book to his attention.

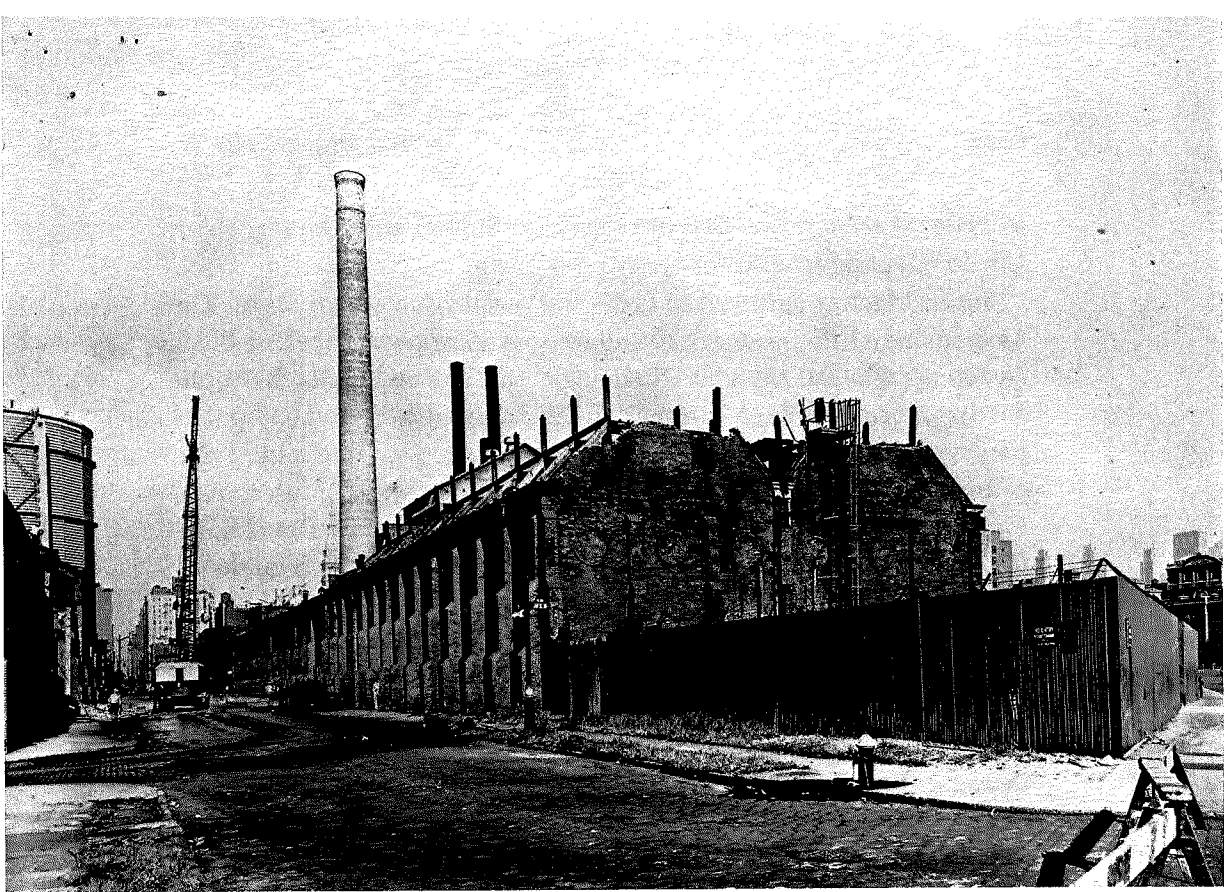
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house 30,000 middle-class tenants on a landscaped site containing "roadways, open courts and other facilities for a maximum of light and air." In return, the City of New York agreed to grant a tax exemption of more than one million dollars annually for twenty-five years, contribute 504,449 square feet of land (or nineteen percent of the total site area), and exercise its power of eminent domain in assisting Metropolitan Life to assemble the land. Although vague about specific contractual agreements, La Guardia gave assurances that the negotiation combined "prudence and good business." Indeed, his administration was preparing a postwar housing program that would "put every city in this country to shame." Despite La Guardia's enthusiasm for the project, which marked one of the earliest efforts at involving private enterprise in municipal housing, opposition to the Stuyvesant Town project emerged almost immediately.²

According to municipal law, the City Planning Commission and the Board of Estimate had to approve the contract. But even before the commission met on May 5, lines of opposition developed. The amended Redevelopment Companies Law, which was specifically designed to bring fiduciaries into the field of public housing, drew many objections from various quarters. The Citizens Housing Council and the State Housing Commission, for example, criticized the minimum amount of government control in carrying out a quasi-public project. La Guardia and Commissioner of Parks Robert Moses, who was most responsible for making Stuyvesant Town possible, considered the criticism groundless. Probably at Moses' suggestion, James Felt, owner of the realty company that had been given the lucrative site assemblage contract for Stuyvesant Town, wrote to the *New York Times* that the amended law would enable "insurance companies to transform sprawling blighted areas . . . into wholesome residential communities." Citing Stuyvesant Town and calling for cooperation between government and private enterprise in public housing, Felt condemned the "organization of opposition at public hearings."³

² *New York Times*, April 19, 1943, 1, May 6, 1943, 36, and April 20, 1943, 22; *Amsterdam News*, June 5, 1943, 2; quoted in *New York Times*, April 19, 1943, 9.

³ *New York Times*, April 22, 1943, 24; for Felt's ties to Moses, see Robert A. Caro, *The Power Broker: Robert Moses and the Fall of New York* (New York, 1974), 805; *New York Times*, May 2, 1943, Section 8, 2.



New York's old "gashouse" district on the east side of Lower Manhattan, the site of the future Stuyvesant Town Houses. COURTESY OF METROPOLITAN LIFE.

La Guardia, Moses, and Felt notwithstanding, criticism mounted and focused on several issues, most of which were voiced at the public hearings held by the City Planning Commission on May 19 and the Board of Estimate on June 3. The Citizens Housing Council, Citizens Union, United Neighborhood Houses, tenant leagues, labor unions, and interested citizens raised objections regarding tax exemption and eminent domain powers for Metropolitan Life; the population density planned for Stuyvesant Town and the displacement of people now living in the site; the absence of plans for public schools or recreational facilities in a community the size of Jacksonville, Florida; the conversion of two blocks of commercial waterfront to residential uses; the lack of controls over Metropolitan Life profits; the creation—in the words of Stanley M. Isaacs, former Manhattan Borough President and present City Council member—of a “medieval walled city, privately owned, in the heart of New York.” The issue that raised the most con-

troversy, however, was that of racial discrimination by Metropolitan Life in selecting tenants for Stuyvesant Town.⁴

Several factors surfaced to bring the racial issue center stage. The Metropolitan Life Insurance Company was notorious for seeking black customers while at the same time neglecting to employ black people. In 1935, for example, Metropolitan Life carried over 100,000 policy holders in Harlem, yet refused to hire one black agent in or out of that community. Moreover, there already existed an example of discriminatory tenant selection by Metropolitan Life in its all-white Bronx housing unit, the Parkchester. Most explosive, however, were remarks by Frederick H. Ecker, chairman of Metropolitan Life and president of the Stuyvesant Town Housing Corporation. "Negroes will be excluded," the *New York Post* of May 20 quoted Ecker. "Negroes and whites don't mix. Perhaps they will in a hundred years, but they don't now." George Gove, manager of Metropolitan Life's housing projects, reinforced Ecker's position. In response to questions raised by State Assemblyman William T. Andrews of Harlem about the tenant selection policy for Stuyvesant Town, Gove revealed on April 22 that "no provision" would be made "in this development for Negro families." When Andrews pressed for clarification of this statement, Gove reiterated: "My letter was direct and explicit and requires no further explanation."⁵

Some explanation, nonetheless, is needed to understand why Metropolitan Life wanted control of tenant selection. As implied in Ecker's remarks, the answer lies in the interrelationship of prevailing economic and racial beliefs. Control of tenant selection allegedly reduced the amount of risk involved in a multimillion-dollar investment. "We shall," Ecker later elaborated, "rent apartments to applicants solely on the basis of the standard which must govern a fiduciary's prudent in-

⁴ Correspondence in Box 762, FHL; "Transcript of the Stenographic Record of the Discussion on Calendar No. 4 at the Meeting of the Board of Estimate Held on June 3, 1943," Box 762, FHL (hereafter cited as Transcript); *New York Times*, May 20, 1943, 23, for Isaacs' quote.

⁵ Mayor's Commission on Conditions in Harlem, "The Negro in Harlem: A Report on Social and Economic Conditions Responsible for the Outbreak of March 19, 1935" (typescript, 1935), 30-31, Box 2550, FHL; *Amsterdam News*, May 29, 1943, 1; *New York Post*, May 20, 1943, 9; testimony of Andrews, Transcript, 26-27. Copies of this correspondence are in Box 762, FHL.

vestment in the particular neighborhood in which Stuyvesant Town . . . is located." Such thinking, of course, contended that black people inherently depleted property values. If blacks were permitted in Stuyvesant Town, the *New York Post* quoted Ecker, they "would depress all the surrounding property." Unlike most private and some public housing during the New Deal, which experienced discrimination in tenant selection because of racial views held by local residents and congressional members, Metropolitan Life sought control over tenancy as a means to protect its investment.⁶

Following the planning commission's approval of the Stuyvesant Town contract by a five to one vote on May 19, 1943, the controversy sharpened considerably as Ecker's quote became publicized. Councilmen Isaacs and Adam Clayton Powell, Jr., announced that they would introduce in the City Council a resolution requesting the Board of Estimate to write an antidiscriminatory tenant provision into the Stuyvesant Town contract. Moses responded, no doubt for La Guardia as well as himself, that persons insisting on such a provision were "looking for a political issue and not for results in . . . slum clearance." Perhaps because of Moses' remarks, both black and white citizens appealed to La Guardia to correct Ecker's attitude or cancel the contract. O'Dell Hatchett of lower Harlem could not believe that the mayor would "support a project so lacking in democratic principles" or desert "the underdogs . . . at such a late date." Dorothy Wallace, a concerned white correspondent, informed the mayor that discriminatory tenant selection was opposed "by thousands upon thousands of white citizens who place democratic planning above the advantage to be secured by the few." And a spokesman for the Permanent Committee for Better Schools in Harlem observed: "At a time when Negro and white Americans are dying on the battle fields to preserve our Nation, it seems shocking that such a project could even be proposed." Sides were clearly drawn by June 3, the date of the Board of Estimate's public hearing. "The question," a *New York Times* editor accurately

⁶Ecker to La Guardia, July 26, 1943, Box 2562, FHLP; *New York Post*, May 20, 1943, 1. For Ecker's success in housing investments, see "Metropolitan Life Makes Housing Pay: How to Order a City," *Fortune*, April, 1946, 1-8 (reprint). For discriminatory tenant selection in some federal programs, see Joseph L. Arnold, *The New Deal in the Suburbs: A History of the Greenbelt Town Program, 1935-1954* (Columbus, 1971), 143.

stated, "is how far the municipality can afford to go to induce private enterprise to provide medium-income housing."⁷

On the morning of June 3, a letter from Moses appeared in the *New York Times* elaborating the administration's position and previewing his testimony before the Board of Estimate. Both in the letter and the public hearing, he emphasized that the city initiated the negotiations and elaborated the risks being taken by Metropolitan Life; he praised Ecker and challenged all objections to the contract. The heart of Moses' position was his contention that the future of New York City was contingent upon committing private capital to invest in public housing. If the board rejected the contract, he warned, it would be "the death knell of slum clearance by private enterprise." These points were reiterated by Deputy Mayor Rufus McGahen, who represented La Guardia. Even Ecker gave assurances that Metropolitan Life was merely supporting La Guardia's effort "to improve vital conditions in the city."⁸

⁷Lawrence M. Orton dissented not over the tenant selection controversy but because the project lacked a public school and violated the population density standards of the city's master plan. *New York Times*, May 21, 1943, 8, and May 29, 1943, 11, for Moses' quote; Hatchett to La Guardia, May 31, 1943, Wallace to La Guardia, May 28, 1943, and E. L. Dimithy to La Guardia, May 29, 1943, Box 762, FHL; *New York Times*, June 2, 1943, 24.

⁸*New York Times*, June 3, 1943, 20; testimony of Moses, Transcript, 10; testimony of McGahen, Transcript, 53-56; testimony of Ecker, Transcript, 13.



*Frederick H. Ecker,
chairman of Metropolitan Life
and a controversial figure
in the development of Stuyvesant Town.*
NEW YORK TIMES.

On the specific issue of discriminatory tenant selection, advocates of the project were less articulate and often evasive. Moses hotly advanced the argument that charges of racism were irrelevant because the project was "a private development." Pretending not to know exactly what tenant policy Metropolitan Life planned to follow, he contended that it was "their business." Bronx Borough President James J. Lyons went even further, implying that to assume there was going to be discrimination was un-American. Drawing on the arguments of Moses and Lyons, McGahen alluded to "misunderstanding" and "misapprehension." Although Stuyvesant Town was not a public project, he reported La Guardia's confidence that "in its operation" there was not going "to be any unfair or unreasonable exclusion." And Ecker almost totally ignored tenant policy by testifying that Metropolitan Life was going to exercise its "best judgment and make the enterprise successful."⁹

The opposition was not convinced. Isaacs insisted that the tax inducements, eminent-domain powers, and land "gift" of nearly twelve acres was "a huge subsidy from the city" which made the project public. As such, he concluded, it "must be consistent with the public interest . . . on questions of who shall be allowed in." The belief that Metropolitan Life planned to practice discrimination in selecting tenants was reinforced by Ecker's refusal to deny the charges. In fact, when Isaacs asked him to publicly state that the town was "to be opened to every man white or colored, Jew or Gentile," Ecker "did not stir." Later in the hearing, Assemblyman Andrews' revelations of the Gove letters upheld the opposition's contentions. Of equal concern to the opponents was the question of precedent. "If these housing projects are conceived on an exclusive discriminatory basis," members of the biracial City-Wide Citizens' Committee on Harlem warned La Guardia by telegram, "they will establish inequality and intolerance in the very fabric of the postwar world." The belief that race discrimination was intended for Stuyvesant Town necessitated a specific contractual provision to prohibit discriminatory tenant selection. Former Solicitor General Henry Epstein challenged Moses' contention that every tenant application was inherently protected against discrimina-

⁹ Transcript, testimonies of Moses, 8, Lyons, 28, McGahen, 53 and 55, and Ecker, 13.

tion by existing constitutional amendments and laws. "If there is no intent to discriminate," argued Zarah Williamson of the American Civil Liberties Union, "then there can be no possible objection to incorporating a provision against discrimination."¹⁰

Debate ended and the complex issue that pitted the need for private capital in public housing against the principle of open housing came to a vote. Despite overwhelming protest from respected individuals and organizations, La Guardia had the necessary ballots for victory. According to the *New York Times*, McGahen cast the first ballot—the three mayoral votes—which "swung the tide to the proposition by announcing the mayor's approval of the project." In fact, La Guardia's and Moses' politicking before the hearing had probably assured victory. McGahen was joined by Comptroller Joseph D. McGoldrick and the borough presidents of Brooklyn, The Bronx, Queens, and Richmond for an eleven to five vote. City Council President Newbold Morris and Manhattan Borough President Edgar Nathan opposed the contract. The question remained: why had La Guardia supported Stuyvesant Town?¹¹

It certainly was not for reasons of political popularity. Despite the *New York Times*' endorsement of the board's action, La Guardia appears to have lost some support over the Stuyvesant Town project. "Hitler won a victory in New York City," Adam Clayton Powell, Jr., editorialized in the *People's Voice*. Over 20,000 black and white persons meeting at the Negro Freedom Rally in Madison Square Garden on June 7 applauded Powell's suggestion to impeach La Guardia. Some blacks and whites were puzzled by La Guardia's position. "Do you," a black city worker asked in amazement, "truthfully believe that a Negro will be permitted to gain occupancy in Stuyvesant Town?"

¹⁰Testimony of Isaacs, Transcript, 15, 20, and 22; *New York Times*, June 4, 1943, 23; testimonies of Andrews and Peter V. Cacchione, Transcript, 30 and 32, respectively; Algernon D. Black and Charles A. Collier, Jr., telegram to La Guardia, June 1, 1943, Box 762, FHLP; testimony of Epstein, Transcript, 30; testimony of Williamson, Transcript, 52.

¹¹Twenty-four witnesses at the public hearing testified against the contract; only Moses and Ecker testified in its favor. Among the public officials opposing the contract were council members Isaacs, Meyer Goldberg, Morris, and Cacchione and assembly members Andrews and Hulan Jack; *New York Times*, June 4, 1943, 23. According to the city charter, the mayor and the city council president possessed three votes each; the number of votes possessed by borough presidents varied according to population.

Others, like an East Harlem teacher, were hurt because mayoral action caused students to regard their democratic teachings as “empty phrases.” A few were outraged because the contract made “a mockery and travesty of the principles upon which this country was founded.” Extending this concept to the war effort, the Harlem Committee Teachers Union asserted: “If Negro and white can die side by side, they should be permitted to live side by side.” In contrast to this opposition, only one citizen wrote to La Guardia supporting the racial implications of Stuyvesant Town.¹²

Several factors explain La Guardia's position; perhaps the most important were his commitment to improve housing in New York and his relationship with Moses. In 1921 La Guardia's first wife, Thea, and their only child had died of tuberculosis. If in power, he confided to a journalist, “I would tear out . . . filthy tenements, so that fewer would be infected with tuberculosis like that beautiful girl of mine . . . and my baby.” No doubt it was this commitment that accounts for La Guardia undertaking a massive public-housing program as mayor and placing a copy of Jacob Riis' exposé on slum conditions, *How the Other Half Lives*, in the cornerstone of the first project built by his administration. From 1934 through 1943 he drew heavily from New Deal funds, providing the New York City Housing Authority with capital to erect fourteen low-rent public-housing projects for 17,040 families at a cost of 90,419,000 dollars. Almost fifteen percent of all tenants were black, although blacks comprised only a bit more than six percent of New York's total population. In the words of Robert A. Caro, the most recent biographer of Moses, these projects numbered “far more than in any other city in America.”¹³

¹² *New York Times*, June 5, 1943, 14; *People's Voice*, June 12, 1943, 15; *Amsterdam News*, June 12, 1943, 1; Herbert P. Weisiger to La Guardia, June 12, 1943, Anna W. Lubka to La Guardia, June 16, 1943, Mary A. Donnelly to La Guardia, June 16, 1943, and Harlem Committee Teachers Union telegram to La Guardia, June 18, 1943, Box 762, FHLP. Between June 10 and June 16, La Guardia received numerous protests from individuals and organizations; in the Complaints on Discrimination folder alone, there are 58 personal letters, 23 letters and telegrams from organizations, and more than 300 post cards. For the only favorable letter, see “A White Citizen to La Guardia,” June 8, 1943, Letters of Protest, 1943, folder, Box 762, FHLP.

¹³ Quoted in Arthur Mann, *La Guardia: A Fighter Against His Times, 1882-1933* (New York, 1959), 140; Newbold Morris, *Let the Chips Fall: My Battles Against Corruption* (New York, 1955), 196; New York City Housing Authority, *Tenth Annual Report: 1944* (New York, 1945), 10-11; Caro, *The Power Broker*, 613.

As Caro convincingly shows, a close relationship emerged between La Guardia and Moses. Both were accomplishment oriented, dogmatic and domineering, and genuinely committed to advancing their ambitions and the needs of New York City. Singular in purpose, they often disagreed on the manner in which a specific objective should be achieved; yet each man needed the other. La Guardia appointed Moses parks commissioner and obtained the federal monies necessary for public projects. In turn, Moses provided La Guardia with expert plans that New Deal authorities would fund and with scandal-free public works that could be constructed in time for the mayor to benefit from them in the next election. Moses, furthermore, controlled a certain amount of public opinion and had significant influence with state legislators who made decisions affecting New York City. Emotionally charged, the relationship seems to have been grounded in suspicion and grudging mutual respect.¹⁴

Having been initially frozen out of New Deal public housing by the mayor, Moses eventually entered that field in 1938. La Guardia appointed him to a committee charged with advising the mayor on "slum clearance and housing in connection with the [State] Constitutional Convention." The committee believed, Moses later recalled, that the problem of public housing was so immense that it "could not be solved by public funds alone." The legislature unsuccessfully sought to assist private enterprise involved in low-income housing. La Guardia and state officials then investigated the possibilities of committing insurance and savings companies to public housing. Stuyvesant Town was one of the sites under serious consideration, but negotiations broke down because the companies involved considered the commitment "full of all kinds of risks." Moses was given the task of initiating legislative action that would deal with their apprehensions. The result was the Redevelopment Companies Law of 1942 and, finally, the Hampton-Mitchell Amendment of 1943, which was drawn specifically for Stuyvesant Town at La Guardia's and Moses' request. The legislation met Metropolitan Life's concerns over tax exemption and eminent domain and, despite protest, left the issue of tenant selection alone. The road was now clear and on April 18, 1943, after five years of effort,

¹⁴Caro, *The Power Broker*, 447-67, 611-14, 634-36, and 702.

a jubilant mayor announced the Stuyvesant Town contract.¹⁵

La Guardia was not immediately aware of Metropolitan Life's "intended policy of racial restriction." Unlike Moses, he was considered among the most sincere—if not the most sincere—white civil-rights advocates in public office. In contrast, Moses countenanced racial discrimination in state and municipal parks and withheld public works from Harlem. Apparently La Guardia had left all negotiations with Metropolitan Life to Moses, who shared Ecker's personal prejudices and conservative business sense. Moses had always built for the middle class rather than the poor, and he knew of the insurance company's concern over tenant selection. Frequent government trips to Washington in addition to operating the city in the midst of war made it impossible for La Guardia to either head the negotiations or examine the day-to-day agreements that were being reached by Moses and Ecker. Previous disagreements with Moses notwithstanding, La Guardia considered him the best qualified for this delicate assignment. If anything, La Guardia was overjoyed at the prospect of committing private enterprise to public housing. Once La Guardia became painfully aware of the controversy over discrimination in tenant selection, he still supported promulgation of the municipal contract with Metropolitan Life. If Moses had cast the mold, La Guardia—even at the risk of his liberal reputation—seemed unwilling to break it.¹⁶

Moses convinced La Guardia of the importance of not renegeing on the contract that had been five years in the making. Every criticism presented to the City Planning Commission on May 19, Moses complained to La Guardia, was based on the belief that "a wicked corporation" was trying to put something over on the city. In fact, Metropolitan Life was responding to the city's initiative and facing "enormous risks" that no other fiduciary was willing to assume. "If this project

¹⁵ Robert Moses, *Public Works: A Dangerous Trade* (New York, 1970), 430; testimony of Moses, Transcript, 3; La Guardia to Louis H. Pink, December 1, 1939, and January 1, 1940, and Pink to La Guardia, July 5, 1940, Box 2566, FHLP; testimony of Moses, Transcript, 4; *New York Times*, March 11, 1943, 34, and April 19, 1943, 9. According to Assemblyman Andrews, "pressure" was applied to pass the Hampton-Mitchell Amendment without provisions for nondiscriminatory tenant selection, Transcript, 26.

¹⁶ The source for La Guardia's ignorance of Metropolitan Life's tenant policy is Newbold Morris. See Charles Garrett, *The La Guardia Years: Machine and Reform Politics in New York City* (New Brunswick, 1961), 386, n. 4; Caro, *The Power Broker*, 318–19, 557–60, and 510; testimony of Moses, Transcript, 5.



Mayor Fiorello La Guardia (right) and his parks commissioner, Robert Moses.
COURTESY OF THE NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION.

fails because of last-minute exactions or if the word gets around that it has been seriously impeded," Moses warned La Guardia, "you are at an end of genuine large-scale slum clearance through the use of private capital." Moses succeeded, for on June 3 Deputy Mayor McGahen stated an almost identical position before the Board of Estimate.¹⁷

¹⁷Moses to La Guardia, May 20, 1943, Box 2554, FHLP; testimony of McGahen, Transcript, 55.

On the issue of discriminatory tenant selection, La Guardia may have received Moses' private assurances that black applicants would be allowed tenancy in Stuyvesant Town. Moses had given such assurances to Newbold Morris. More likely, La Guardia realized his dilemma, and not wanting to jeopardize the contract or his public word, sought to buy time. Perhaps he felt, as Morris later believed, that since black citizens were "in his camp anyway he could get away with it"—at least temporarily. Indeed, of the three black newspapers in New York City, only Powell's *People's Voice* directly criticized La Guardia for Stuyvesant Town; the *Republican Age* was only critical of the Board of Estimate's decision, and the Democratic *Amsterdam News* gave the public hearing unedited coverage. Hence, La Guardia directed McGahen to support the contract before the Board of Estimate, emphasizing his belief that unfair exclusion would not occur in the project.¹⁸

After June 3, La Guardia focused his attention on a course designed to promulgate the Stuyvesant Town contract, ameliorate Metropolitan Life's tenant policy if possible, and recoup his liberal credentials. Unlike Moses, La Guardia did not share the belief that opponents to Stuyvesant Town were "long-haired critics, fanatics and demagogues" who refused "to recognize the difference between public and private enterprise." He knew the inconsistency between his progressive record and the contract; and by no stretch of the imagination could he dismiss criticism from Isaacs, Andrews, Morris or, more importantly, from the "little people" who wrote letters of protest and disappointment.¹⁹

"I wonder," a patient Walter White asked on June 16, "if you would let me know your reasons for approving the Stuyvesant Town project?" La Guardia stalled his long-time friend and executive director of the National Association for the Advancement of Colored People. Almost two weeks later, he matter-of-factly asked to be shown statements "that the Metropolitan . . . has barred Negroes." White immediately

¹⁸"Reminiscences of Newbold Morris," Columbia Oral History Collection, New York, 93 (hereafter cited as COHC); quoted in Garrett, *The La Guardia Years*, 386, n. 4; *People's Voice*, June 12, 1943, 15; *Age*, June 12, 1943, 6; *Amsterdam News*, June 12, 1943, 21.

¹⁹Robert Moses, "What's the Matter with New York?" *New York Times*, Section 6, August 1, 1943, 28.

forwarded copies of Ecker's now-famous quote and the George Gove-William T. Andrews letter, which La Guardia had possessed for a month! "I would appreciate," White closed, "your advising me of what steps you plan to take now that you have the facts."²⁰

La Guardia unquestionably felt the pressure accelerated by the racial climate. Already in 1943 tensions had exploded into riot in several cities, most notably Los Angeles, Beaumont, Texas, and Mobile, Alabama. The worst disorder, however, began in Detroit on June 20, and before it ended forty hours later, 34 persons had been killed, more than 700 injured, and 2,000,000 dollars in property destroyed. La Guardia began preparations to ease racial tensions and avert riots in New York City.²¹

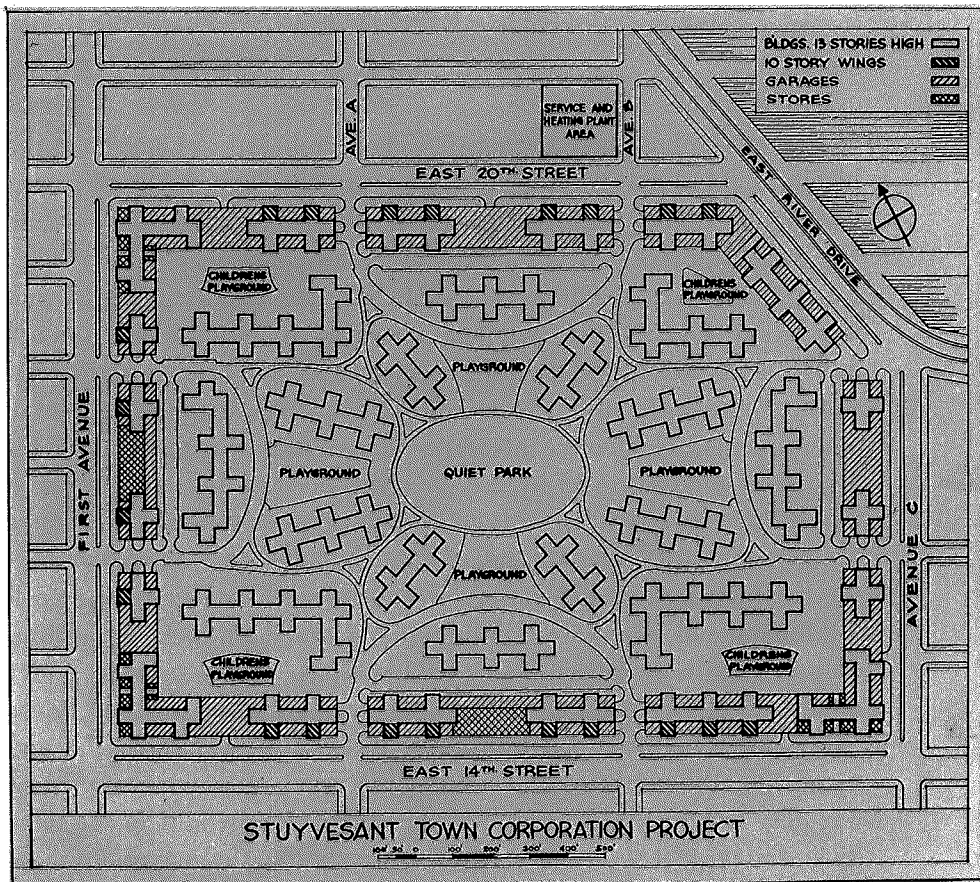
For whatever reasons—personal philosophy, public pressure, the Detroit riot—by July 31, La Guardia had decided on a new policy more in keeping with his beliefs. In a letter to Ecker, he indicated that the privileges of tax exemption and eminent domain powers meant that Stuyvesant Town carried with it "certain public obligations." Hence he informed Ecker: "There can be no discrimination in tenant selection based on prejudice or contrary to any provisions of our State Constitution or State Law." La Guardia went further, warning Ecker that if litigation involving racial discrimination in tenant selection occurred after Stuyvesant Town began operation, he would enforce the law. At last La Guardia made amends with his liberal conscience.²²

Nonetheless, La Guardia did not send the letter of July 31 to Ecker. Having found the process of judicial review the key to resolving his dilemma, La Guardia decided to keep the matter private until the last possible moment—until the signing of the contract. He probably concluded that this strategy would reduce the possibility of Ecker pulling out of the agreement and preserve the precedent of private enterprise in public housing. Nor was judicial review a new concept in mayoral strategy; on at least two previous major occasions—those involving unification of the municipal rapid transit system and limitations on

²⁰White to La Guardia, June 16, 1943, White to La Guardia, June 29, 1943, and Andrews to La Guardia, May 29, 1943, Box 762, FHLP.

²¹Harvard Sitkoff, "The Detroit Race Riot of 1943," *Michigan History*, LIII (Fall, 1969), 183–206; for La Guardia's efforts to ease racial tensions, and the outburst in New York City, see Dominic J. Capeci, Jr., *The Harlem Riot of 1943* (Philadelphia, 1977).

²²La Guardia to Ecker, July 31, 1943, Box 2554, FHLP.



A scale drawing of the locations of buildings and facilities in Stuyvesant Town. COURTESY OF THE MUNICIPAL ARCHIVES.

discriminatory advertisements by employment agencies—La Guardia consummated municipal agreements without guarantees that his position was legally correct and relied on the courts to verify it if the issue arose.²³

In a public ceremony on August 4, La Guardia announced the new policy with a surprised Ecker at his side. Just before signing the contract between Stuyvesant Town, Incorporated, and New York City, La Guardia stated verbatim the original contents of his undelivered letter of July 31. Ecker's irate reaction was predictable, especially after receiving La Guardia's statement in memorandum form five days later.

²³ See penciled margin note, *ibid*; La Guardia to Franklin D. Roosevelt, March 28, 1940, Box 2572, and La Guardia to Mrs. Ogden Reid, May 6, 1942, Box 2669, FHLP.

In a lengthy rebuttal on August 16, Ecker reminded La Guardia of the history behind the Stuyvesant Town project. The Redevelopment Companies Law of 1942 was drafted under mayoral direction to obtain the cooperation of private enterprise in slum clearance. When it became evident that no fiduciary could be persuaded to invest under that legislation, La Guardia "specifically offered to sponsor any amendment" necessary to induce Metropolitan Life to proceed with Stuyvesant Town. La Guardia, he continued, was "in close touch with these amendments," which were introduced at his "instance," passed with his "support," and approved by the governor because the mayor "asked him to do so" in spite of objections by some legislators over the absence of "public control over the selection of tenants." Indeed, Ecker contended, La Guardia had informed the governor that objections regarding tenant selection were unfounded and that no fiduciary, presumably for business rather than racial reasons, would operate under tenant selection limitations. All matters "affecting the contract" were "fully discussed" with La Guardia. If La Guardia had stated "at any time" that the contract was contingent upon municipal control of tenancy, Ecker summarized, Metropolitan Life "would never have given the project serious attention." Accordingly, the mayoral memorandum represented "a completely changed attitude." Metropolitan Life would meet its contractual obligations but, Ecker stressed, they were "in no way bound" by the conclusions in La Guardia's memorandum.²⁴

Of course, what Ecker said was true. In addition to La Guardia's deep desire to draw insurance companies into the public-housing field, other factors probably affected his judgment. No doubt the brilliant and persuasive Moses stressed the attractive side of the negotiations, which appealed to La Guardia's accomplishment orientation, and played down controversial issues such as tenant selection. Sometimes, an admirer recalled, Moses could give "a totally different interpretation" from what one might think "by reading the happenings in the paper." Perhaps La Guardia wanted to believe, as Ecker later stated, that the question of tenant selection was "one of business and economics, and not of racial prejudice." Once Ecker's discriminatory inten-

²⁴"Memo Concerning Stuyvesant Town, Inc.," August 9, 1943, and Ecker to La Guardia, August 16, 1943, Box 2562, FHLLP.

tions were publicized and the controversy erupted, however, La Guardia had little room in which to maneuver.²⁵

Moses had engineered the entire contract, but it is too much to accept Isaacs' contention that Moses alone was responsible for discrimination in Stuyvesant Town. La Guardia's support for an amendment that disregarded tenancy controls, his receipt of the Gove-Andrews letters, his misleading inferences to Walter White about that correspondence and Ecker's statement, and Metropolitan Life's discriminatory record cannot possibly indicate total ignorance. More likely La Guardia followed Moses' advice until it was too late. Then he retreated to neutral ground, signing the contract with the intention of abiding by judicial review. La Guardia expected to keep hopes alive for future public housing by private enterprise and simultaneously protect both his contractual word and his liberal reputation. "The mayor had a sensitivity on this issue which virtually drove him into a tantrum at the very mention of Stuyvesant Town," reminisced councilman Benjamin J. Davis, Jr. "It was as though he realized he had made a political mistake, but couldn't turn back for the fear of losing face." In short, he muddled through the entire controversy once it surfaced.²⁶

In the long run, La Guardia's position insured the construction of some additional public housing by private enterprise. Nine months after consummation of the Stuyvesant Town contract, Moses was negotiating with Metropolitan Life for construction of another postwar housing project. At Moses' suggestion La Guardia contacted Ecker, reiterating the belief that private capital was necessary in public housing because all postwar municipal, state, and federal projects could not "clear as much as ten percent of the City's slum areas." Because of the Stuyvesant Town controversy and the Harlem riot, which had occurred on August 1, 1943, the mayor was no doubt "particularly anxious" to have a private project started in Harlem, where conditions were "particularly bad." Such a project would cater to an income group

²⁵Moses to La Guardia, May 20, 1943, Box 2554, FHLP; "Reminiscences of Reverend George Barry Ford" (COHC), 125-26; Ecker to La Guardia, August 16, 1943, Box 2562, FHLP.

²⁶"Reminiscences of Stanley M. Isaacs" (COHC), vol. 2, 165. Isaacs and Moses were bitter antagonists. Caro, *The Power Broker*, passim; Benjamin J. Davis, Jr., *Communist Councilman from Harlem: Autobiographical Notes Written in a Federal Penitentiary* (New York, 1969), 127.

just above that eligible for public housing and supplement plans by the New York Housing Authority for two public-housing projects planned for Harlem—the Abraham Lincoln and James Weldon Johnson houses. Sensitive to the Stuyvesant Town controversy, Moses assured *La Guardia* that he would be “fully informed” and that “the Metropolitan will not get a single thing it is not entitled to.” *La Guardia* supported Moses’ efforts in this area, but he was more cautious than before. “Certainly,” he admonished Moses, “I will have to check every matter personally.”²⁷

Indeed, another project was forthcoming as a result of Moses’ negotiations. Metropolitan Life agreed to build the Riverton Houses in the twelve-acre area bound by East 135 and 138 streets, Fifth Avenue, and the Harlem River. Riverton would cost 6,000,000 dollars, house 1,200 families, and correspond to the general layout planned for Stuyvesant Town. “It is,” a *New York Times* reporter commented, “designed as a sort of Harlem counterpart” to Stuyvesant Town. Part of Ecker’s willingness to enter into another project with New York City was probably due to the litigation that Metropolitan Life faced over the issue of discriminatory tenant selection in Stuyvesant Town. Responding to a suit brought before the Appellate Division of the New York State Supreme Court by Eliot D. Pratt, counsel for Metropolitan Life emphasized plans to construct the Riverton Houses, where tenancy would be “predominantly, if not exclusively colored.” Riverton would require a much smaller investment than Stuyvesant Town and would promote de facto segregation while giving Metropolitan Life the appearance of being nondiscriminatory. For business and political reasons, then, *La Guardia* and Ecker agreed to collaborate on a Harlem project. On November 18, 1944, the mayor praised Ecker for his “great contribution to modern housing development” and signed the Riverton contract.²⁸

²⁷ Moses to *La Guardia*, April 4, 1944, and *La Guardia* to Ecker, April 5, 1944, Box 2562, FHLP; Moses to *La Guardia*, April 17, 1944, and *La Guardia* to Moses, April 21, 1944, Box 2554, FHLP.

²⁸ *New York Times*, September 18, 1944, 21; Churchill Rodgers, “Brief of Respondents Metropolitan Life Insurance Company and Stuyvesant Town Corporation,” Box 2554, FHLP; for the Pratt case, which was decided in Metropolitan Life’s favor, see Simon, *Stuyvesant Town, U.S.A.*, 36–40; quoted in *New York Times*, November 19, 1944, 42.

“This brings,” Moses had crowed a bit earlier, “the Metropolitan story up to date.” Moses’ remarks were only partly true, for there remained the question of discriminatory tenant selection in Stuyvesant Town and in future quasi-public housing projects. In fact, La Guardia’s belated emphasis on judicial review came after several legal suits were filed—including one naming him as defendant. Court actions came from several quarters, but the two most important cases involved property owners who did not want their land condemned and made available for the site of Stuyvesant Town (*Murray v. La Guardia*) and the National Association for the Advancement of Colored People, who challenged the project’s tenant policy (*Dorsey v. Stuyvesant Town*). In all cases, the state courts decided in favor of Metropolitan Life, and the United States Supreme Court refused to review their decisions. If La Guardia had believed that judicial review would remedy the injustices of the Stuyvesant Town contract, he was proved wrong.²⁹

It was, however, the controversy over Stuyvesant Town that prevented discriminatory tenant selection in similar projects of the future. Councilmen Isaacs and Powell introduced a bill designed to amend the municipal code and deny any redevelopment company tax exemption if it practiced discrimination in tenant selection. Throughout the remainder of 1943, the bill was stalled in the committee on finance. In January 1944, however, Isaacs and Benjamin J. Davis, Jr., who had replaced Powell, introduced another bill. Shortly thereafter, Louis Cohen and Walter R. Hart introduced a third. Both new bills withheld the privileges of tax exemption and eminent domain from any redevelopment company that discriminated in tenant selection, but the Isaacs-Davis version provided for retroactive enforcement. In a public hearing before the finance committee of the City Council on February 4, Moses erroneously stressed that the “great era of public housing with public funds” was over. “All you can do if you pass these bills,” he concluded in presenting the mayoral position, “is to . . . stop any future housing development by the insurance companies and the banks.”

²⁹Moses to La Guardia, April 17, 1944, Box 2554, FHLP; for the Murray case, see the *New York Times*, July 3, 1943, 15, and December 3, 1943, 25; for the Dorsey case see Simon, *Stuyvesant Town, U.S.A.*, 57-69; *New York Times*, February 8, 1944, 26; National Association for the Advancement of Colored People, *Annual Report, 1950* (New York, 1951), 28.

Isaacs considered Moses' position "arrant nonsense," and pressed for councilmanic action. A new law was in the making, but would it include Stuyvesant Town?³⁰

Finally, on April 18, the committee on finance introduced a compromise bill. Unlike the Isaacs-Davis bill, it was not retroactive, and unlike the Cohen-Hart bill, it dispensed with penalties of imprisonment and fines. Rather, the new measure would terminate tax-exemption privileges in the event that the New York State Supreme Court found discrimination, and only if the discrimination was not removed within sixty days of the court's findings. In sum, it was designed to prevent a recurrence of discriminatory tenant selection while not jeopardizing Stuyvesant Town. Obviously the compromise was in deference to La Guardia, who had the power in the City Council to insist on a politically acceptable outcome. The opposition realized this, for the Isaacs-Davis and Cohen-Hart bills were eventually filed in preference to the finance committee's bill.³¹

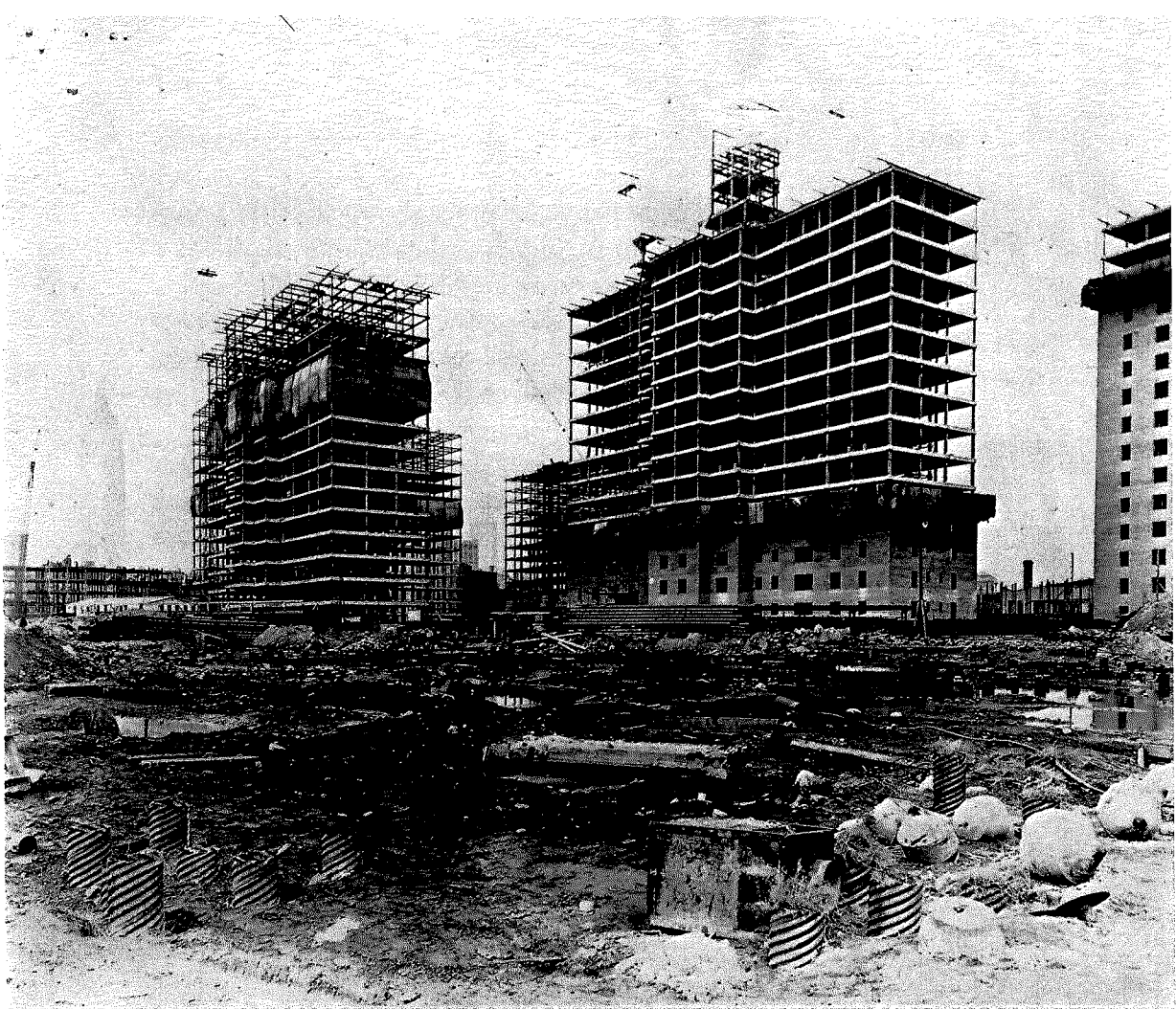
On May 15, almost a month after the compromise bill had been introduced, the City Council enacted it by a thirteen to nothing vote (with two council members not voting). After some initial opposition the measure was unanimously approved by the Board of Estimate. On July 5, following a perfunctory public hearing, La Guardia signed Local Law No. 20, which prohibited racial discrimination against any person seeking tenancy in "any future project built by private capital . . . under the Urban Redevelopment Law."³²

Certainly La Guardia and Moses did not believe that fiduciaries could be drawn into municipal housing without granting them control over tenant selection. Their belief is somewhat debatable, but not

³⁰ Introductory No. 281, *Proceedings of the City Council of New York, 1943* (Municipal Reference Library, New York City), vol. 1, 863. Isaacs and Davis introduced two bills, No. 7 and No. 44; however, the former so closely resembled Isaacs-Powell No. 281 of 1943 that it was filed. *Proceedings of the City Council of New York, 1944* (Municipal Reference Library, New York City), vol. 1, 25 and 122-23. Cohen introduced the bill, later amended by Hart. Introductory No. 14 and 26, *ibid.*, vol. 1, 39 and 52; quoted in *New York Times*, February 5, 1944, 19, and February 16, 1944, 19.

³¹ *Proceedings of the City Council of New York, 1944*, vol. 1, 324, 808, 828-29, and 841-42.

³² *New York Times*, May 16, 1944, 23, May 26, 1944, 23, June 9, 1944, 17, June 29, 1944, 36, and July 6, 1944, 13; Local Law No. 20, City Council of New York, "Local Laws of New York City, 1944-1945" (Municipal Reference Library, New York City), n.p.



Stuyvesant Town under construction in the mid nineteen forties.

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totally unfounded. Quasi-public projects, offering valuable privileges of tax exemption and eminent-domain powers, presented businesses with a sound, profitable investment. Despite the Stuyvesant Town controversy, La Guardia's public reversal, and the passage of Local Law No. 20, Metropolitan Life still agreed to build the Riverton Houses. However, this project may have been an attempt—in the words of Davis—"to buy off" the opposition to Stuyvesant Town. Indeed, Metropolitan Life's next project, the Peter Cooper Village, was built as a private-housing enterprise and not under the Redevelopment Companies Law. Once La Guardia had agreed to permit Metro-

politan Life control of tenant policy, he probably would have endangered the negotiations—not to mention his relationship with Moses—by turning against Ecker. In the face of public criticism, his decision to soft pedal this issue until signing the contract was political and even courageous. The Stuyvesant Town project set the precedent for quasi-public housing, and the controversy which it created set the precedent for nondiscriminatory tenant selection.³³

La Guardia committed his major error before the controversy erupted. Given the principles involved—particularly during a war being fought in the name of democracy and at a time when racial tensions were high—a contract that smacked so obviously of discrimination should never have been negotiated. Once it was, La Guardia found himself in the difficult position of choosing between civil rights and public housing. Newbold Morris, who shared the Mayor's genuine commitment to these areas, considered his Board of Estimate vote against the Stuyvesant Town contract as probably the "hardest" ballot he had ever cast. Unlike La Guardia, he correctly contended that "this project, huge as it is, is nowhere near as large as the principle [of democracy]." The forced integration of Stuyvesant Town by municipal law ultimately occurred, but not under the mayoralty of Fiorello H. La Guardia.³⁴

³³ Davis, *Communist Councilman from Harlem*, 128; *New York Times*, January 4, 1945, 21, and March 11, 1945, section 8, 1.

³⁴ Testimony of Morris, Transcript, 56 and 58; for the Earl Brown-Stanley Isaacs law (1951), which prohibited discrimination in private-housing projects that received municipal tax exemption or financial aid, see Simon, *Stuyvesant Town*, 85-91.