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SWORN STATEMENT

I, Alexander Dallin, make the following statement under oath, of my free will, and in the knowledge that it may be introduced in evidence in connection with the litigation pending in court in Munich, Germany, between Wilhelm Korff and the Columbia University Research Project on Hungary. I affirm under oath that the following statements are true to the best of my knowledge.

I am Associate Professor of International Relations at Columbia University. In the spring of 1957, the University decided to establish a Research Project on Hungary, with the aim of conducting a thorough study of social, political, and economic trends in Hungary since 1945. It was intended to make use of the considerable number of refugees from Hungary who had reached Austria, the German Republic, Great Britain, the United States and other countries in late 1956-early 1957, to secure information and opinions not hitherto available to the Western scholarly community. The project, under the auspices of the School of International Affairs at Columbia University, received the financial support of the Ford Foundation. It received no publicity so as to permit the work to proceed without political complications. No government connections were either needed or desired, though the Department of State and its missions abroad, including the U.S. Consulate General in Munich and the Embassy at Bad Godesberg were fully informed of our work. It was decided at an early date to take advantage of the availability of a group of highly-skilled, Hungarian-speaking American professors and instructors during the summer of 1957 to organize a systematic interviewing project in Europe, with the headquarters to be located in the Munich area. The Executive Committee of the Project includes a cross-section of heads of relevant departments at the University. I was asked to become director of the Project, and I in turn hired Mr. Robert L. Fischelis as Executive Officer for the European phase of our work. Mr. Fischelis enjoyed the full confidence and respect of our staff.

The staff of the Project, as it went to Europe for the period from June to September 1957 (during the summer recess at American universities) consisted, in addition to myself and Mr. Fischelis, of interviewers employed by Columbia University (though many of them are normally--and are now--employed as professors at other universities, such as Chatham College, Syracuse, New York Law School, Oxford, American University, and Harvard), their families, and two secretaries. Their names were contained on the list which Mr. Fischelis had in his possession and--as he and Herr Korff agree--showed the owner of Haus Seeblick at the time of the rental of the premises for use by the Project. There was nothing whatsoever misleading about this list, which constitutes the official roster of our personnel. It appeared to satisfy Herr Korff in that the staff consisted largely of "professors." It also included the secretarial personnel listed above. There was here no deception whatsoever.

I make this point in response to a reading, this week, of the statements by the lawyers of Herr Korff, dated December 4, 1957, January 25, 1958, May 22, 1958, and June 27, 1958, as well as the state-

ment submitted by our legal counsel to Langericht München I on June 6, 1958. I must confess that, after a year's absence from the scene, it startles and grieves me to find the litigation still in process and centering on a variety of miscellaneous and often petty points which, in their totality, I fear, lead me to affirm with the greatest possible vigor that the statements contained in the plaintiff's submissions are full of the grossest distortions of facts, plain inventions, half-truths, and untruths. I say this advisedly, after carefully searching my memory, my conscience, and my understanding of the other side's desire for "compensation" and victory.

It may be of some use to have me state my sincerest recollection of the various events in dispute. (I should add that the appeal to the testimony of Frau Franziska Muench at various points in the plaintiff's statements strikes me as utterly irresponsible. Reference is made at these points to events alleged to have occurred during the first half of September 1957, whereas Frau Muench had been ill, or claimed to have been ill, for over a month and never once came to work at the Project during the time span mentioned. Her "testimony" can not possibly be based on an actual knowledge of the events.)

To dispell what doubt there may have been raised by the other side's assertion: Mr. Fischelis was fully authorized, as an employee of the University and an officer of the Project, to sign the contract in question. I should add that he warned us, by air mail letter, of the "difficult character" of the owner of Haus Seeblick and the possibility of his insistence on various fictitious and petty prerogatives. I must admit that I was so preoccupied with the larger and (to me) more important problems confronting our Project that I dismissed this warning. The interviewing was a rush operation, and minor inconveniences had obviously to be taken in stride.

Our team arrived at Feldafing on June 6, 1957. For the following three months (until the middle of September), we worked at a pace which permitted of virtually no time off, no relaxation, and no failures. I am happy to say that I had the wholehearted cooperation of the staff and a real sense of enthusiasm and devotion on their part to a type of work that, we all felt, was important. We also enjoyed, and this I greatly appreciate, the support of German colleagues at universities and institutes as well as in the Bavarian and West German Governments. We maintained our main office at Feldafing (some of our staff with their families residing at Haus Seeblick; others living in adjacent hotels and rented rooms) but had teams of our interviewers travel to various other localities in Germany, Austria, Switzerland, Italy, France, and England for interviewing. We also recruited a German secretarial staff which, on the premises at Haus Seeblick, transcribed on the typewriter the recorded interview notes of our staff. These transcripts in turn were reproduced by us on a so-called ditto machine (a type of hectographing process). The work naturally presupposed also bringing refugees to Haus Seeblick for

interviewing purposes. Normally a group would be picked up, after prior selection and scheduling, in Munich or in neighboring camps, in the early morning; would be driven to Feldafing; and would be returned to their residence the same night. On no occasion did any refugee stay at Haus Seeblick over night.

I must take the strongest exception to the characterization of our behavior given in Dr. Schottky's letter of November 25, 1957, and Dr. Hertkorn's appeal of May 22, 1958, p. 2. To assert that Haus Seeblick was transformed into a "kind of refugee camp," that "conditions prevailed as in the earlier DP camps", is to invent a situation without any foundation--and at the same time to expose Herr Korff's political opinions in a rather strange light. There was no semblance of a refugee camp: the only residents of the house were our staff; the only guests were (in addition to a few American and German friends resident in the Munich area) the Hungarian refugees interviewed by us, never kept over night, and never befriended beyond the obvious personal contacts established in the course of an interviewing day or two. It is equally untrue to assert that the staff members of the project "appropriated all kitchen equipment" and "prepared food for some 30-40 non-resident Hungarian refugees." For a period of about four days, sometime in late June 1957, Herr Korff and his staff--at our request and against generous compensation, specially agreed upon--prepared lunch (consisting normally of soup, sandwiches, and milk or coffee) for our staff, parts of their families, and from eight to twelve refugees who were being interviewed that particular day. The agreement, voluntarily concluded between Herr Korff and the Project, was an experiment which we jointly found not to be satisfactory, and it was promptly terminated by mutual consent. I affirm categorically that there was never any cooking on our part for thirty or forty refugees, or even for any smaller number, in Herr Korff's kitchen. As for the "appropriation" of kitchenware, the single instance the plaintiff may have in mind is the ridiculous episode of a water glass discussed below. I must admit that my mind may have been on other things, but I fail to find any actual basis in the charge that "there were constantly baby diapers in the wash basin and the diapers hung in the windows of the rented rooms to dry." The fact is that we were busy--very busy interviewing, recording, assessing our results, and discussing these among us. There may have been some diapers hanging in the rooms in which (on the second floor) three of the families resided who had children ranging from ten weeks to one year old. I am not sure what other process for drying the diapers was either expected or provided for; nor do I recall that this was ever made the subject of any reprimand from Herr Korff or his staff.

I am prepared to say that our staff was eager to keep to itself, to reduce frictions to a minimum, to concentrate on its own work, and not to bother or embarrass anyone.

It is of course unquestionable that there was wear and tear on the property, furniture, and equipment of Haus Seeblick. This is

both normal and was fully anticipated by both parties. I have not seen the assessment by Dipl.-Ing. Seidel, which is referred to in the papers to which I have had access, and I cannot therefore comment upon the damage assessment in detail. I should like to state, however, that the premises were far from in perfect condition when we moved in. Thus (and this my colleagues are of course prepared to confirm under oath), the rugs were heavily worn; the upholstery in the living room was shabby; the floor in several bedrooms had water spots and was not protected (by linoleum or some other covering) from water splashing. Windows leaked when it rained. And the furniture--largely U.S. army surplus--had been exposed to considerable use prior to our arrival. Moreover, the cleaning of the house was of so inadequate a nature that deterioration was bound to ensue (and on several occasions we found ourselves compelled to do some cleaning by ourselves: the one person hired by Herr Korff for the purpose could not have, with the best will, kept the house in adequate shape).

The only exception to the normal wear and tear was the broken arm of one easy chair in the living room. Its breakage was promptly communicated to Hausmeister Buchberger, and it was agreed to have it fixed or glued at our cost. At the time of my departure I went through the premises rented by us (to the extent that they were still open to us) and was unable to find any traces of unusual damage. I might add that the close and frequent scrutiny of the property by the owner and Hausmeister would never have permitted any damage of consequence to go unnoticed.

It is alleged by the plaintiff that a plant died as a result of our activities. I assume that this is what, in earlier correspondence, Herr Korff called the effect of "nefarious fumes" generated by the fluid of our ditto machine in the basement. This was, I submit, part of the chicanery to which we were constantly exposed. There was nothing to prevent Herr Korff and his staff (who closely inspected the basement every single day) from removing the plant at any time. Neither I nor any of my colleagues saw any evidence of the plant's withering, though I cannot claim to have paid overly much attention to it. Nor can I take seriously the alleged disappearance of some coat hangers. Herr Korff has not been in the hotel business for any considerable period of time. While I was too busy in Feldafing to spend my time counting coat hangers, I can assure the owner that Americans are not customarily in need of extra hangers, which one receives free of charge from any cleaning establishment. They are scarcely considered an object of value.

Another point, which I have at least heard before, concerns the allegation that the Project violated the contract in offering drinks to staff and guests and in bringing liquor and soft drinks into the building without purchasing these from the management. For one thing, it is preposterous to depict our group as a "drinking" company. For another, I know of only two occasions when this problem came up. The first was the one and only formal reception held by the Project, attended by a variety of officials of the Bavarian State Government, the Institut für Zeitgeschichte in Munich, the Consulate General of

the U.S. in Munich, and visiting American, British, and German academic officials. Dr. Korff was specifically and personally invited, too, but refused to attend. Mr. Fischelis, in consultation with me, expressly asking the owner's permission in advance for the purchase of the liquor and wine required for the punch served on this occasion, as Herr Korff did not have the requisite drinks in his house. He consented, with the understanding that we would pay him the equivalent of what would have been his profit from such a sale to us. The amount thus owed (I cannot recall the exact sum, but I believe it was in the vicinity of DM 100.-) was paid to Herr Korff with the next monthly rental payment and was accepted by him. We had thus every reason to assume that he did not consider this a violation of the contract. Indeed, he never so indicated to any one of us, to the best of my knowledge, until after his attempt to cancel our lease. The second instance (which I cannot pin to a specific date) was inquiry from me to Herr Buchberger, one evening when we were working late, whether we could have some bottles of Coca-cola. I was told that the house did not keep any but that the cafe across the street did. Thereupon we got a few bottles there; the drinks were consumed the same evening, and the empty bottles returned the following morning. In view of the inability of the plaintiff to supply the drinks we desired on either occasion, I could not (and still cannot) seriously conceive of our action as a meaningful violation of the contract.

I have earlier commented--and, I trust, disposed with the requisite vigor--regarding the assertion of our having served food to non-residents. This is simply not true.

The petty episode of the alleged "breaking into" a kitchen cupboard has, I assume, been amply described in previous testimony. It amounted to the following: Mrs. Priscilla Molnar, the young wife of one of our interviewers resident in the house, in search of an empty water glass, one evening used the key from one of the open kitchen closets (which we had been using with the management's full consent and knowledge) to open the adjacent closet, which was apparently locked. We had never been informed that this closet was not to be touched, opened, or used by us. From this cupboard, opened with the very same key we had been accustomed to using, and containing miscellaneous kitchenware and glassware, Mrs. Molnar removed a water glass. After using it in the kitchen, she placed the washed glass on the draining board. She failed to lock the closet from which the glass had been taken. Mrs. Molnar told me of the episode (which she had forgotten) when Herr Korff rather violently accused us of breaking into his property with a false key made for this purpose. I cross-examined Mrs. Molnar--a meek person, never seeking trouble--and I examined the kitchen closely, and I am completely convinced that all that was involved was a misunderstanding. At no time was there any "false key" used by any of us. Mrs. Molnar in my presence apologized to Herr Korff, who refused to accept the apologies and told me, in rather hysterical tones, that he deemed this to be part of our "invasion."

Another series of charges pertain to the locking of rooms and their keys. I can affirm that I personally--and all of the Project members I have had an opportunity to quiz on this subject in New York--have never heard anything of an alleged use of "Steckschloesser" by any of us in Haus Seeblick. It is entirely true that, on several occasions, we kept the keys to this or that room in the premises leased by us--for instance, to prevent surreptitious inspection of our mail, which we had reason to suspect was taking place; or to make sure another Project member could occupy a room in the house. The basic difference of view here, I believe, stemmed from our conviction that the premises were rented by the Project as such, which could determine who on its staff would occupy which room for how long, and could move our personnel and offices as we saw fit (so long as we did not damage to the property). Herr Korff believed, or purported to believe, that, once a member of our Project vacated the room, he was free to resume possession of it for whatever use he saw fit. It is this difference of view--with the law clearly on our side--that was apparently at the root of the argument over the use of the room occupied by Miss Eliana Covacich, the Project's Executive Secretary, during her temporary absence. I maintain that Mr. Fischelis was entirely within his right to use her room (with her entire prior and subsequent consent) for whatever legitimate use connected with the work of the Project he saw fit. As Mr. Fischelis and Miss Covacich have testified, the key to her room was actually refused by Herr Buchberger and the cleaning woman--the specific statements in the plaintiff's submissions to the contrary notwithstanding. An appeal to Herr Korff by me personally led to a tirade on his part (I recall the scene outside his room very vividly) in which he once again told me that seeing our Project at work made him regret the Nazis had not finished their job. It will be understood that under the circumstances I had little inclination to prolong our conversation.

I have no knowledge of any keys which, Herr Korff claims, are lacking. At various times during the "crisis" in the first half of September, he and his staff made a point of locking rooms legally rented to us for the entire period of our tenure and walking off with the keys and subsequently refusing us entry. I submit that I know of no keys left in possession of the Project; that I instructed Mr. Fischelis to return all the keys when he left the premises on September 15; that there is no conceivable reason why we should have any keys to rooms in Haus Seeblick, as we have no intention whatsoever to return to the house.

The reference, in the paragraphs above, to Herr Korff's personal behavior toward us prompts me to put in a vigorous denial of the allegation that the school boys resident on the top floor came to assist or protect him against possible violence on our part. This ludicrous nonsense not only fails to recognize the (admittedly irrelevant) fact that these boys feared Herr Korff as a holy terror but ignores his insulting, threatening, and gross behavior toward various members of our staff. One evening, after a brief verbal exchange of

unpleasantness (after the middle of July, Herr Korff would customarily refuse to talk to any of our staff, including myself) he shouted through the stairway that we "would live to regret being in his house." On another occasion, a few weeks later, he described us as a "dirty group of Jewish refugees" and "another invasion of UNRRA varmin." He told Miss Covacich (also an American citizen) that we had "brought the Balkans into his house" ("Sie haben mir den Balkan ins Haus gebracht"); within the hearing of myself as well as other staff members, he called Miss Covacich a "gypsy," and he physically attempted to push both Miss Covacich, and my wife, Florence C. Dallin, out of his path. I am entirely sincere in reporting that on several occasions I had to calm the mothers of the various small children resident in the house when they expressed to me their concern that there was no telling what harm Herr Korff could do the children in a state of rage, such as we frequently observed it.

It is, I hope, understandable, that under the circumstances it was well-nigh impossible to devote all our energy and attention to the single business we wanted to be occupied with: our urgent work. Time and again an evening of work had to be sacrificed to draft a reply to Herr Korff; time and again, Mr. Fischelis or myself had to be alerted when out of town that a new letter or message had arrived, or a new argument had arisen, or Herr Korff was threatening to take this or that action. Step by step, petty chicanery grew into more serious nuisances (such as the sudden suspension of one of our telephones--which, incidentally, I am prepared to testify, was never until then refused to him or his staff: I personally called him twice to the telephone and I let roomers not connected with the Project use the telephone on several occasions); and soon our entire work was genuinely endangered by the successive cutting of electric power (without prior warning), so that neither the dittoing could take place nor the baby milk stored in a rented refrigerator could be kept could. In clear violation of the contract, hot water was not given us. I want specifically to contradict the statement of Herr Korff's counsel on this point: a request to the cleaning woman and to the Hausmeister regarding hot water brought the reply that these would not be forthcoming until all the money Herr Korff felt he had coming to him was paid. Cleaning of rooms was suddenly suspended; waste paper baskets were not emptied; linens were not changed, beds were not made, etc. When questioned regarding the suspension of all services and the disappearance of all kitchen equipment thitherto available to us, the cleaning woman half-jokingly informed me that there was "a state of siege" or "a war of nerves." The vinal step--the seizure of three stenorette recording machines--occurred after my own departure from Feldafing, and I cannot personally testify to it.

In connection with the seizure of the stenorettes I must take emphatic exception to the statement contained in plaintiff's counsel's letter of December 4, 1957 that the team members expected to resell the stenorettes in the United States privately at a price several

times higher. I categorically assert that the stenorettes were all the property of the Columbia University Project, and that neither the Project nor any of its members have made, are making, or will make any profit whatsoever from its sale or from any other transaction connected with the activities of the Project.

The assertion that the rooms could not be cleaned because they had been locked by us are untrue. I affirm that the offices as well as the living quarters on the second floor were open to the cleaning woman (who, moreover, had second keys to all rooms) and that her statement to me that she was not to clean them was made inside Room 9--one of the rooms she was to clean.

As director of the Project I felt compelled to authorize the payment of rent for the hotel rooms of the remaining project members and their families at the neighboring Hotel Elizabeth--the only hotel near-by with adequate facilities. I could not expect them (any more than my own family) to remain in Haus Seeblick with babies and small children under the living conditions prevailing there. I on my part would have been delinquent in my responsibilities toward our staff, had I failed to assure them of clean rooms, hot water, and other minimal amenities which we expected of Haus Seeblick, and of a measure of peace of mind which plainly we could no longer expect Herr Korff to supply. This rental therefore added to the material damage incurred by us as a result of Herr Korff's arbitrary disruption of our work. I may add that our work did not cease until the very last day of our stay in Feldafing--we were so far behind (for various reasons, including Herr Korff's interference) that every hour had to be used for interviewing, recording, and transcribing, and secretaries worked overtime.

The Project could have raised considerably higher claims for damages from Herr Korff, if one were to take into account the time actually spent by us on the repair of obstructions, distractions, and chicanery willfully put in the way of our work by him and his staff. The Project is plainly not interested in any monetary gain. While I cannot speak for the University on this point, I fully share the view of my colleagues that a speedy and if possible amicable termination of the litigation is in every one's interest. Unfortunately the plaintiff has thus far, it seems, refused any reasonable offer of settlement.

The Project had an important task to fulfill. Myself and my colleagues are still at work, analyzing the materials we have collected and writing reports based on them. We had no intention of involving ourselves in any legal complications; we had neither the interest in it, nor any competence for it. We behaved, as a group, with as much integrity, self-restraint, and decency as any other group of American families I have seen in Europe. It is so much more unfortunate, it seems to me, that a variety of petty disputes should have led to so serious an interference on the part of Herr Korff and such apparent obstinacy on his part at present.

I am prepared to elaborate on any of my statements made above if this should prove desirable for the course of justice.