Letter to Edward C. Tolman from Stanley A. Weigel, January 11, 1954

[Letter, January 11, 1954]

January 11, 1954
Professor Edward C. Tolman
1530 Laloma
Berkeley, California
Dear Edward:

PERSONAL AND CONFIDENTIAL

Please let me know what you think of the utility of either or both of the enclosures, which are to be treated as confidential.

Since Neylan's report was printed in full in the January 4th issue of the University Bulletin, I think the Bulletin ought to carry my letter of October 8th, to the Regents, in full, or else that it ought to be reproduced and circulated to the faculty with an appropriate note to the effect that since the Neylan view has been widely publicized in the Bulletin and elsewhere, the faculty should consider the position of the non-signers as set forth in the letter.

I don't see too much point in circulating the letter relating to the resigners, but you might also consider this.

Please let me know what you think about all this.

Best.

SAW:AC

Enclosures

Sincerely

Letter to Regents of the University of California, January 1954

January, 1954
The Regents of the University of California
Administration Building
Berkeley 4, California
Gentlemen:

The 11-page report of the Special Committee appointed to consider payment of compensation to the faculty members who were unlawfully discharged in 1950 was distributed to the press at the last meeting of the Regents in Los Angeles. The next day, it was also distributed to the press by Mr. Neylan's law office in San Francisco. Therefore, it is manifestly a public document.

Careful examination of the report will reveal a large number of misstatements of fact, as can be verified from the pertinent public, court and University records. In addition, it is permeated throughout with misleading implications, the error of which can be similarly verified by checking the same records.

The Regents of the University of California, including those whose names have been associated with the report, will, I am confident, not wish to be misled by misstatement of verifiable facts nor by error in inferences and conclusions.

Documentation at this time by any person or persons not officially connected with the Board of Regents is not likely to serve the important objective of ending the underlying controversy. However, as an intended service to that body, the members of which are actively engaged in a great variety of public and private enterprises, there is submitted herewith one analysis of the referenced report.

Yours very truly

A DOCUMENTED LIST OF 44 ERRORS IN THE 11 PAGE NEYLAN REPORT ON BACK PAY AS HANDED TO THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AND CIRCULATED TO THE PRESS ON DECEMBER 18, 1953.

The statements in the left-hand columns of the following pages are verbatim from the report of the Special Committee, John Francis Neylan, Chairman. The error in each statement is set forth alongside in the right-hand column. The sources which establish the error are cited in brackets immediately following each assignment of error. The list of errors is not complete. In the interest of relative brevity, it is limited to those which are the more significant or typical or both.

Exact Words of Neylan Report	Nature and Proof of Error
"Mr. Weigel's letters are formal demands upon The Regents for payment of sums of money to twenty-two former or present members of the Faculty in individual amounts ranging from $2500.00 to $23,000.00."	Wrong. Neither letter states any amount whatever. The figures used are sums found by the University authorities to be due the returning professors and recommended by the President of the University to the Regents for payment. [Proof: The letters themselves; the President's report to the Regents on January 30, 1953.]
"The aggregate amount demanded by Mr. Weigel is in excess of $300,000.00, but this does not represent the maximum, which could reach $750,000.00."	Wrong. No amount in excess of $300,000.00 nor any other specific amount has at any time ever been demanded by anyone on behalf of the professors. [Proof: No such demand in any form at any time was ever made.]

Exact Words of Neylan Report	**Nature and Proof of Error**
"All twenty-two of the claimants refused to sign a non-Communist statement suggested by the Faculty, on referendum, March 22, 1950, formulated by a Committee of Alumni April 20, 1950, prescribed by The Regents April 21, 1950, — and discontinued by The Regents October 19, 1951."	Incomplete. Omits the vital fact that the discontinuance did not apply to the non-signers. [Proof: (1) Pages 14-18 of the official minutes of the Regents meeting of October 19, 1951; (2) the University records establishing that nonsigners were not tendered appointments until late 1952.]
"Fourteen executed the Oath after being ordered by the Supreme Court to do so as a condition of employment."	Wrong. The Court made no such order. The only order was against Robert M. Underhill as Secretary and Treasurer of the Regents, in these exact words: "NOW, THEREFORE, WE DO HEREBY COMMAND YOU, Robert M. Underhill, as Secretary and Treasurer of the Regents of the University of California, etc., your agents, deputies and all persons acting in your aid or in the aid of any of you, that you issue a letter of appointment to each of the above named petitioners to his respective post on the faculty of the — 2 — University of California upon his taking the oath now required of all public employees by the Levering Act." [Proof: Peremptory Writ of Mandate, April 23, 1953.]

Exact Words of Neylan Report	**Nature and Proof of Error**
"Six refused to sign after the Court decision."	Wrong. None "refused" to sign. All six declined the appointments tendered them by the Regents under the Supreme Court mandate and resigned because they did not want to return to Berkeley. Notwithstanding his decision not to return to Berkeley, one of the six, Gian-Carlo Wick, did sign the Levering Act oath. [Proof: (1) The six are and long since have been employed as follows: Ludwig Edelstein, Professor of Humanistic Studies, The Johns Hopkins University, Baltimore, Maryland; Edwin S. Fussell, Department of English, Pomona College, Claremont, California; Ernst H. Kantorowicz, Professor of History, Institute for Advanced Study, Princeton, New Jersey; Stefan Peters, Connell, Price & Company, Boston, Massachusetts; Brewster Rogerson, Department of English, Kansas State College, Manhattan, Kansas; Gian-Carlo Wick, Professor of Physics, Carnegie Institute of Technology, Pittsburgh, Pennsylvania. (2) Professor Wick's letter of Dec. 13, 1952, to the Regents.]
"None of the twenty-two claimants rendered any service to the University after July 1, 1950."	Wrong. All served the University of California from July 1, 1950, until they were "dismissed" by unlawful action on Aug. 25, 1950. All stood ready thereafter to serve, but were barred by that action. [Proof: The University and court records.]
"Seven of the claimants were non-litigants."	Wrong. Five, not seven, were non-litigants. [Proof: The court records.]
"The Court ordered that Mr. Pockman be paid for his services 'up to and including 30 days following October 3, 1950, the effective date of the Statute, but having failed to take the Oath, he is not entitled to compensation for any subsequent period."	Misleading. Fails to mention the vital difference between the Pockman case and that of the professors. In the Pockman case the court held that Mr. Pockman was rightfully discharged for refusing to take a lawful oath, and the court approved the discharge. In the case of the University of California professors, the court held they were wrongfully discharged for refusing to sign an unlawful declaration and the court ordered their restoration to their posts. [Proof: (1) Pockman v. Leonard, 39 C. (2d) 676; (2) Tolman v. Underhill, 39 C. (2d) 708.]

Exact Words of Neylan Report	**Nature and Proof of Error**
"In Bowen vs. County of Los Angeles, the Petitioner, a civil service employee, had worked up to November 29, 1950, but refused to sign the Levering Oath.	Misleading. Same reason. [Proof: Bowen v. County of Los Angeles, 39 C. (2d) 715; (2) Tolman v. Underhill, 30 Cal. (2d) 708.]
"The Court Order read: `Let a Writ of Mandate issue for the limited purpose of directing payment of Petitioner's salary up to and including 30 days after October 3, 1950.'"	
"In Bisno vs. Leonard, the Petitioner was a teacher, without tenure, who refused to take the Levering Oath. The Court Order read: `Insofar as Petitioner seeks payment of salary or other relief for any period subsequent to 30 days after October 3, 1950, the Application is denied. Let a Writ of Mandate issue for the limited purpose of directing payment of Petitioner's salary up to and including 30 days after October 3, 1950.'"	Misleading. Same reason. [Proof: (1) Bisno v. Leonard, 39 C. (2d) 888; (2) Tolman v. Underhill, 39 C. (2d) 708.]

Exact Words of Neylan Report	**Nature and Proof of Error**
"In Horowitz vs. Conlan, the Petitioner was a teacher in the San Francisco Unified School District, with tenure. The Court held he could be compensated only up to November 3, 1950. `Let a Writ of Mandate issue for the limited purpose of directing payment of Petitioner's salary up to and including 30 days after October 3, 1950.'"	Misleading. Same reason. [Proof: Horowitz v. Conlan, 39 C. (2d) 889; Tolman v. Underhill, 39 C. (2d) 708.]
"In Hanchett vs. Leonard, the Order was identical."	Misleading. Same reason. [Proof: Hanchett v. Leonard, 39 C. (2d) 890; Tolman v. Underhill, 39 C. (2d) 708.]
"`No question is raised as to Petitioners' loyalty or as to their qualifications to teach, and they are entitled to a Writ directing respondent to issue to each of Petitioners a Letter of Appointment to his post on the faculty of the University upon his taking the Oath now required of all public employees by the Levering Act (see Fraser vs. Regents of U.C.) "'Let a Writ of Mandate issue for the limited purpose above indicated.'"	Misleading. Careless. Fails to explain that the emphasis was that of the writer of the Neylan report, not that of the Court; no less than nine typographical errors within the quotes. [Proof: Tolman v. Underhill, 39 C. (2d) 708, 713.]
"Under instructions of The Regents, its counsel filed a Petition for Clarification, and Regent Brodie E. Ahlport was represented by counsel."	Incomplete. Omits the fact that not only Regent Ahlport but also Regent Neylan was represented by separate counsel, namely Regent Neylan. [Proof: The public records of the Supreme Court of the State of California.]

Exact Words of Neylan Report	**Nature and Proof of Error**
"Mr. Weigel pressed upon the Court's notice prior to the decision of October 17, 1952, the matter of compensation, and in his Brief filed March 11, 1953 in support of his Application for a Peremptory Writ, discussed the matter at length."	Misstatement. Misleading. The matter of compensation was not so "pressed" upon the court's notice; the sole focus of the case by all counsel and the court having been on the validity of the special declaration which was held unlawful. The brief filed March 11, 1953, urged that the court's opinion was clear and that the Petition for Clarification should be denied, which it was. [Proof: Records of the Supreme Court.]
"In its Order of April 23, 1953, the Court directed the Petitioners to sign the Levering Oath as a condition precedent to appointment, and ordered The Regents to issue Letters of Appointment only after this was done."	Misstatement. The order was not a direction to the petitioners (the professors) at all or in any way whatever. [Proof: The order itself.]
"As a matter of law, there is not only no authority for back pay, but direct and repeated decisions against payment of any funds even for services rendered after November 3, 1950 - in the absence of the execution of the Levering Oath."	Erroneous. The law is precisely the opposite. It is clear from an unbroken line of authorities that one wrongfully discharged from a position is entitled to compensation for the full period from the date of wrongful discharge to the date of restoration to the position. Neither the California Supreme Court nor any other California court has ever held that those wrongfully discharged for rightfully refusing to take an unlawful declaration are to be denied compensation for their wrongful discharge. Nor has it ever been held or even implied by any court that the Levering Act has any retroactive effect. [Proof: Scores of decisions of the California Supreme Court and District Courts of Appeal, including those referred to in the Neylan report.]
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"In dealing with the claims of Mr. Weigel's clients your Committee finds it impossible to reconcile a number of conflicting elements."	Misleading. There are no conflicting elements. There is nothing to reconcile. [Proof: The public, the University and the court records.]

Exact Words of Neylan Report	**Nature and Proof of Error**
"The claim for back pay is predicated upon the theory that the non-signers were vindicated in their stand. This theory is without foundation, and is refuted by the division of Mr. Weigel's clients."	Wrong. The non-signers (and many Regents) stood on their view that the special declaration was unlawful. The three justices of the California District Court of Appeal and the seven justices of the California Supreme Court who examined into the question held it was unlawful. [Proof: Tolman v. Underhill, 103 A.C.A. 348; 39 C. (2d) 708.]
"If the non-signers were vindicated, why do six of Mr. Weigel's clients refuse to sign the Levering Oath and ask for severance pay under the resolution of August 25, 1950?"	Misstatement. Misleading. None "refused" to sign the Levering Oath. Having accepted other positions elsewhere, where they are not "civil defense workers", the Levering Act did not apply to them. [Proof: The Levering Act.]
"The fact is these six, whether mistakenly or otherwise, stood by their convictions that a loyalty oath or statement was a violative of academic freedom and tenure."	Misleading. The reasons why five did not sign the Levering Act Oath range from the fact that it would have been a useless act (since they chose not to return to the University of California) to the belief that the sacred oath to support and defend the Constitution of the State and nation, which all had taken, is a sufficient declaration of loyalty for and to all Americans who are neither afraid nor suspicious of their fellow-citizens. [Proof: The Levering Act, the University records, the public records.]
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"If Mr. Weigel says his clients had no opportunity to sign the Levering Oath, how does he explain its execution in October, 1950, by his client Dr. John W. Caughey?"	Misleading. The Special Committee was advised more than two weeks before the report that Dr. Caughey, in October of 1950, was employed in other service by an agency of the State of California, took the Levering Act oath in connection with that service and, having taken it, also sent it in to the University. [Proof: Official court reporter's certified transcript of the meeting on December 3, 1953, between the Committee and the professors.]
"All twenty-two of the demands had a common origin in the expressed conviction of the claimants that the requirement of a non-Communist loyalty oath or declaration as a condition of employment constituted an invasion of academic freedom and violated tenure."	Misleading. Many of the 22 professors found a significant difference between a declaration singling out teachers for a special loyalty declaration and a loyalty oath of general application to all those in public service, whether teachers or not. [Proof: Public records and letters on file with the University.]

Exact Words of Neylan Report	**Nature and Proof of Error**
"On August 25, 1950, The Regents by a majority vote held the remainder of these claimants were no longer in the employ of the University."	Incomplete. Omits to state that a single vote would have changed the result and that the action taken was in defiance of the advice of the attorney for the Board of Regents itself, which advice was proved sound by the subsequent action of the two highest courts of the state. [Proof: The minutes of that meeting and the decisions of the courts.]
"The Regents having been advised by our counsel, Eugene M. Prince, Esq., that the decision was erroneous, were debating the matter of Petition for Rehearing when advised the Supreme Court of California had divested the District Court of jurisdiction."	Wrong. The Petition for Rehearing had been filed and denied before the Supreme Court acted in any manner whatever. Moreover, the statement that the Supreme Court of California "had divested the District Court of jurisdiction" is misleading in suggesting that it was anything precipitate or unusual. Whenever the Supreme Court grants a hearing in any case, the legal effect is always to vest jurisdiction in the Supreme Court. Finally, this statement — 8 — omits the hard fact that the Supreme Court did not adopt the views urged upon it by the named counsel, but, on the contrary, held that the demanded declaration was unlawful. [Proof: the University records; the court records.]
"On October 19, 1951, in an effort to restore harmony, The Regents discontinued the requirement of a non-Communist statement on the Letter of Appointment and thereafter the sole oath required was the Levering Oath."	Incomplete: Omits the vital fact that the discontinuance did not apply to the non-signers. [Proof: (1) Pages 14-18 of the official minutes of the Regents meeting of Oct. 19, 1951; (2) the University records establishing that non-signers were not tendered appointments until late 1952.]

Exact Words of Neylan Report	Nature and Proof of Error
"In the case involving the University regulation, which had already been withdrawn by The Regents, the Court held the regulation invalid, only because the State in the exercise of its police power had preempted the field."	Misleading. Incomplete. Fails to point out that there had been no withdrawal as to the non-signers. Neglects to state that the preemption consisted of requirements to take the traditional oath to support and defend the Constitution (which every one of the 22 professors had gladly taken). Does not make it clear that the preemption consisted of a body of law going back as far as the year 1872. The partial truth of this statement in the report apparently is typical of what has created the impression in the minds of some Regents that it was the Levering Act which preempted the field to make the special declaration unlawful. That is nonsense, because, for one thing, the Levering Act did not come into being until after the attempted imposition of the special declaration and, for another, the state preemption of the field had occurred even prior to the date of the existence of the Regents of the University of California as a corporate constitutional body. No responsible lawyer would deny that the case involving the University regulation makes it clear that the Regents of the University of California never, at any time — 9 — in the entire history of that body, had the lawful right to demand a special loyalty declaration. [Proof: Tolman v. Underhill, 39 C. (2d) 708.]
"It is very significant and important to bear in mind that the only ground for setting aside The Regents' regulation was the fact that the State enacted such a regulation to protect all public agencies, including the University."	Misleading. Incomplete The error of this statement is aggravated by the use of the phrase "such regulation", suggesting that the state preemption consisted of a single regulation, such as the Levering Act. As a matter of fact, it consisted of a body of regulations, originating, as pointed out above, as early as 1872 — regulations which required no more than the taking of the traditional oath to support and defend the Constitution and to discharge one's office to the best of one's ability. [Proof: Tolman v. Underhill, 39 C. (2d) 708.]
"The Supreme Court only decided which authority should impose a perfectly valid regulation, - to which these claimants objected."	Wrong. Misleading. Incomplete. Same comment for the same reasons, plus one further unjustified implication that the special University declaration stricken down by the Supreme Court decision was perfectly valid except for the preemption of the field. The Supreme Court did not so hold. A further vice in this particular statement is the suggestion, by the use of the phrase "these claimants", that all the professors objected to all loyalty declarations. This simply is not and never has been true. [Proof: Tolman v. Underhill, 39 C. (2d) 708; the public and University records.]
"This objection to a loyalty oath or statement was raised by all twenty-two claimants prior to decision by the Supreme Court."	Wrong. Misleading. Same reasons and proof.

Exact Words of Neylan Report	Nature and Proof of Error
"However, our examination of the records disclosed that both before and after decision the claimants had split into a number of categories holding irreconcileable views, some invoking different remedies and others doing nothing."	Misleading. There are no irreconcilable differences of views between or among the professors who ask for severance pay, on the one hand, and those who, having returned to the University, seek fair compensation for the period when they were wrongfully barred from their posts. Moreover, what difference does it make, on the merits, what remedies may have been invoked? And what is the significance of the phrase "others doing nothing"? Is the University going to draw an invidious distinction between a professor who went to court to fight for his rights and another professor, standing in exactly the same position, who chose not to litigate? Is it contended that the special declaration was unlawful only as to those who litigated? Is the University, having reappointed a number of professors, including non-litigants, as a result of the Supreme Court decision, going to treat them differently on the principle of their right to compensation for the two and a half years they were barred from their posts? [Proof: The University and the public records.]
"Mr. Weigel apparently was not advised of the facts in relation to some of the claimants and as a solution offered only the suggestion that The Regents should initiate some legal proceeding notwithstanding the decisions of the Supreme Court."	Wrong. The court reporter's certified transcript of the meeting upon which the quoted statement is based shows that counsel for the professors was under the impression that two of those he represented had been paid severance pay, whereas in fact only one had. It further shows that such counsel did not have a record of the date of the Regents' receipt of the Levering Act oath as signed by one of those he represents. It also shows that members of the Committee who attended that meeting, including the Chairman, were not previously advised of many facts and were under misapprehensions concerning many. It also shows that it is not true that — 11 — the only solution offered was the stated suggestion. On the contrary, the solution urged and emphasized was that the professors should be paid what is due them and should not be forced to litigate. The referenced suggestion was made in response to the inquiry of a Committee member who indicated that he believed the professors were morally entitled to back pay but felt that the Levering Act stood in the way. [Proof: Official court reporter's certified transcript of the meeting on December 3, 1953, between the Committee and the professors.]
"Even if the Regents attempted such an extraordinary method of dealing with this matter, they would encounter the identical difficulties which confront Mr. Weigel."	Misleading. There is nothing "extraordinary" about actions for declaratory relief. [Proof: California Code of Civil Procedure, §§ 1060-1062a.]

Exact Words of Neylan Report	Nature and Proof of Error
"The Supreme Court has already decided the issue, and its decision is final."	Wrong. Misleading. Incomplete. The sole issue before the Supreme Court was as to the validity of the special declaration. The court held it invalid. Not an iota of evidence as to the amount of salary of any professor was before either the District Court of Appeal or the Supreme Court. [Proof: Tolman v. Underhill, 103 A.C.A. 348, 39 C. (2d) 708; Memorandum dated Feb. 16, 1953, signed and filed with Supreme Court by John Francis Neylan, Esq., as counsel for Regent Ahlport and himself, in which, after having stated the view that the Supreme Court was "not the proper forum" and the Tolman case not "the type of proceeding for trying claims for salary or alleged breach of contract" (said memorandum, page 6, lines 11-12), Mr. Neylan then added positively: "There is no evidence before the Court on such subjects." (Said memorandum, page 6, lines 15-16.)
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"Seven of the twenty-two claimants rendered no service for two and a half years, took no legal action to remedy any alleged wrong, and have no standing as beneficiaries of the Writ of Mandate."	Wrong. Misstatement. Misleading. As pointed out above, only five of the professors took no legal action. Errs in stating that no services were rendered for two and a half years; the professors all performed all duties incumbent upon them from July 1, 1950, until they were wrongfully discharged. Incredible in suggesting that the University of California would draw an invidious distinction against professors who did not sue. [Proof: Tolman v. Underhill, 39 C. (2d) 708; the University records; the appointment of Dr. Caughey and the tender of appointments to the five who did not sue.]
"Fifteen of the claimants were litigants, and of these some executed the Levering Oath as directed by the Supreme Court, and others did not. Unquestionably, all of these stood on a parity up to the time of the decision, yet claim is made for two and a half years' pay for some and one years' severance pay for others."	Wrong. The error is multiple. (1) Seventeen of the claimants were litigants. (2) The Court did not direct any of them or anyone else to execute the Levering Act oath. There is no inequity in the fact that those who have returned to the University seek fair compensation for back pay and that those who have permanently resigned from the University demand that the offer of severance pay be honored. [Proof: Tolman v. Underhill, 39 C. (2d) 708; the court records; the University records.]
"On behalf of one of these, Dr. John W. Caughey, claim is made for $11,000.00, and on behalf of another, Harold Winkler, claim is made for $8,600.00."	Misleading. Fails to point out that these figures are not "claims" but the amounts recommended to the Regents for payment, such recommendation having been made by the President of the University and based upon procedures through University channels previously set up by the Board of Regents itself. [Proof: Regents minutes of November 21, 1952, January 30, 1953.]
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Exact Words of Neylan Report	**Nature and Proof of Error**
"The Regents have no information as to the reasons for refusal of the remaining twenty claimants to sign the Levering Oath until ordered to do so by the Supreme Court as a condition of appointment."	Misleading. Erroneous. The Committee was fully advised of the reasons. Moreover, no professor was ordered to sign the Levering Oath. [Proof: Official court reporter's certified transcript of the meeting on December 3, 1953, between the Committee and the professors; the true provisions of the order as quoted above at pages 1-2.]
"The Regents have no information as to why twenty-one of the claimants did not sign the Levering Oath in October, 1951, when The Regents' non-Communist statement requirement was withdrawn."	Wrong. The official minutes of the Regents meeting of October 1951 show the requirement was not withdrawn as to the non-signers. [Proof: The official minutes of the Regents meeting of Oct. 19, 1951.]
"The Regents have no information as to the reasons which impelled some of the litigants to resign rather than comply with the Order of the Supreme Court to execute the Levering Oath as a condition of appointment, and why Mr. Weigel asks only severance pay on their behalf."	Wrong. Multiple Error. (1) No order of the Supreme Court was directed against any professor. (2) No professor failed to comply with any order of the Supreme Court. (3) The reasons why they resigned were that they had obtained preferable posts elsewhere. (4) Again repeats the distortion that the professors were ordered to sign. [Proof: The public records, the court records, the University records.]
"Neither the Court nor The Regents had the power to extend the effective date of the Levering Oath beyond November 3, 1950, which fact was emphasized repeatedly in the Court's decisions."	Misleading. None of the professors and no one representing them has ever suggested that the Court or the Regents had the power to extend the effective date of the Levering Act oath beyond November 3, 1950. No question of extending any effective date of the Levering Act oath is involved. The sole matter involved is proper redress for wrongful dismissal. The Levering Act will be searched in vain for any hint of application to or prohibition of the payment of such redress. [Proof: The Levering Act, the court records, the public records, the records of the University.]

Exact Words of Neylan Report	Nature and Proof of Error
"A summary of the entire record shows the Supreme Court was fully advised upon all phases of the controversy involving loyalty oaths and statements which had been the subject of debate and litigation from May, 1949, including problems of compensation and back pay."	Wrong. Misleading. Ignores the fact that the sole question decided by the Supreme Court as to the University of California professors was that they were unlawfully dismissed. The quoted statement should be compared with the statement in the Memorandum dated February 16, 1953, signed by Mr. John Francis Neylan and by him filed with that court, long after the Supreme Court decision had become final. In that Memorandum Mr. Neylan flatly stated, as to problems of compensation and back pay, that "There is no evidence before the Court on such subjects" and expressly supported the view that the Supreme Court was "not the proper forum" nor the Tolman case the "type of proceeding for trying claims for salary". [Proof: Tolman v. Underhill, 39 C. (2d) 708; said Memorandum, page 6, lines 15-16 and lines 11-12.]
"The small minority of non-signers has had its day in Court."	A curious statement. It seems to imply that since the court has decided the professors were wrongfully dismissed, the door has been closed to determination of the amount of redress due them on account of the wrongful dismissal.
"In conclusion, your Committee directs attention to the fact that if The Regents had not complied fully and in good faith with the Peremptory Writ of April 23, 1953, Mr. Weigel would have discharged his duty to his cleints [sic] by having The Regents cited for contempt."	Misleading. The writ ordered the Regents to appoint the professors. It made no order regarding redress for back pay. That is a different and separate matter. [Proof: Tolman v. Underhill, 39 C. (2d) 708; scores of cases, which, in unbroken line, hold that persons wrongfully discharged are entitled to full redress for losses sustained as a result of such action.]
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"Your Committee recommends that out of a proper respect for the decisions of the Supreme Court of California, and for The Regents' responsibilities as Trustees of the finances of the University, the claims embodied in Mr. Weigel's letter of October 3, 1953, be rejected."	Misleading. Invidious. The professors not only respect the decisions of the Supreme Court of California and the responsibilities of the Regents, but affirmatively rely upon those decisions and responsibilities as establishing their right to proper redress in payment of losses sustained due to unlawful dismissal which barred them from their posts for more than two years. [Proof: All relevant records, court, University, public and private.]