



Grounds of Injunction

GROUNDS OF INJUNCTION

1. Employe has taken the usual oath.
2. Has been under the rule of Regents 1940, re no Communist be employed in the University and insofar as he is concerned, he has never been cited for failure in "impartial scholarship or free pursuit of truth", which is the stated objective of the agreement.
3. Requires a declaration by the employe that the Communist Party is one advocating overthrow of the Government by force and violence—a declaration contrary to California State Law, which legalizes the Communist Party in this state. This declaration should be made by the Regents, if at all, as a basis of demand and not by the employe.
4. The agreement is worthless in that it requires declaration of non-membership only at time of signing and not subsequently.
5. Agreement will make of University of California a hotbed of which hunting and occasion any liberal-minded employe possible suit to defend himself against charges based on opinion.
6. The Regents are committing an illegal act contrary to their oath of office in denying payment of state funds to member of the Communist Party, which is a legal party in this state.

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7. Agreement works in favor of Communists as it can be shown they have no regard for oath or agreement where the Communist Party is concerned. And furthermore, having signed such an agreement, the Regents will then have to have legal proof as to the membership of the employe in the Communist Party (see Bridges Case as to cost to state).
8. The employe refuses to sign an agreement to the effect that such agreement is in the interests of "impartial scholarship and free pursuit of truth". Employe believes the direct opposite, viz. that the agreement will make the University of California safe for Communists and unsafe for teachers devoted to "impartial scholarship and free pursuit of truth." Employe will not under threat of dismissal sign an agreement willfully, prejudicially and autocratically imposed by a majority of the Regents, acting contrary to law, to good judgment, to precedent, and to American university standards.
9. Employe firmly believes that only through faculty control can impartial scholarship and free pursuit of truth be determined and those employes not qualifying be singled out and ultimately dismissed.
10. Employe declares that confrontation with such contract, as a condition of tenure and pension rights, and resulting in cancellation, by reason of not signing, of all previous pension earnings of a lifetime under the normal

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previous conditions of tenure throughout his years of service, is a deprivation of property without due process

of law.