

OCTOBER TERM, 1958.

CLARK, J., dissenting. 360 U.S.

in private industry, he is still not entitled to the secrets. It matters not if as a consequence he is unable to secure a specific job or loses one he presently enjoys. The simple reason for this conclusion is that he has no constitutional right to the secrets. If access to its secrets is granted by the Government it is entirely permissive and may be revoked at any time. That is all that the Cabinet officers did here. It is done every day in governmental operation. The Court seems to hold that the access granted Greene was for his benefit. It was not. Access was granted to secure for the Government the supplies or services it needed. The contract with ERCO specifically provided for the action taken by the Cabinet officers. Greene as General Manager of ERCO knew of its provisions. If every person working on government contracts has the rights Greene is given here the Government is indeed in a box. But as was said in *Perkins v. Lukens Steel Co.*, 310 U. S. 113, 127-128 (1940):

"Like private individuals and businesses, the Government enjoys the unrestricted power to produce its own supplies, to determine those with whom it will deal, and to fix the terms and conditions upon which it will make needed purchases. . . . Judicial restraint of those who administer the Government's purchasing would constitute a break with settled judicial practice and a departure into fields hitherto wisely and happily apportioned by the genius of our polity to the administration of another branch of Government."

The Court refuses to pass on the constitutionality of the procedures used in the hearings. It does say that the hearings provided for in the program permit the restraint of "employment opportunities through a denial of clearance without the safeguards of confrontation and cross-examination." I think the Court confuses admin-