

The Burger Court Opinion Writing Database

Mitchell v. W.T. Grant Co.

416 U.S. 600 (1974)

Paul J. Wahlbeck, George Washington University

James F. Spriggs, II, Washington University

Forrest Maltzman, George Washington University



Supreme Court of the United States
Washington, D. C. 20543

CHAMBERS OF
THE CHIEF JUSTICE

May 4, 1973

Re: No. 72-6160 - Mitchell v. W. T. Grant Co.

Dear Potter:

Please show me as joining in Byron's "snapper"
in the above case.

Regards,

WESB

Mr. Justice Stewart

Copies to the Conference

Supreme Court of the United States
Washington, D. C. 20543

CHAMBERS OF
JUSTICE WILLIAM O. DOUGLAS

April 28, 1973

Dear Potter:

Please join me in your per curiam
in 72-6160, Mitchell v. W.T. Grant Co.

W.W.
William O. Douglas

Mr. Justice Stewart

cc The Conference

Supreme Court of the United States
Washington, D. C. 20543

CHAMBERS OF
JUSTICE WM. J. BRENNAN, JR.

April 26, 1973

Re: No. 72-6160 -- Mitchell v. W.T. Grant Co.

Dear Potter:

Please join me in your per curiam.

Sincerely yours,

Brennan

Mr. Justice Stewart

Copies to the Conference

To: The Chief Justice
Mr. Justice Douglas
Mr. Justice Brennan
Mr. Justice White
Mr. Justice Marshall
Mr. Justice Blackmun
Mr. Justice Powell
Mr. Justice Rehnquist

2nd DRAFT

SUPREME COURT OF THE UNITED STATES

Stewart, J.

APR 25 197

LAWRENCE MITCHELL v. W. T. GRANT
COMPANY

Circulated:

Recirculated:

ON PETITION FOR WRIT OF CERTIORARI TO THE SUPREME
COURT OF LOUISIANA

No. 72-6160. Decided ——————, 1973

PER CURIAM.

The petitioner, Lawrence Mitchell, a resident of Louisiana, purchased a refrigerator, stove, stereo, and washing machine from the respondent, W. T. Grant Company, on an installment sales contract. After making the installment payments for almost a year, Mitchell fell behind in his payments in early 1972. Thereupon, the respondent company instituted suit in the First City Court of New Orleans for \$574.19, the balance due on the contract.

Simultaneously with filing that action, and before Mitchell had any notice of it, the company obtained a writ of sequestration ordering the constable to seize the goods in question. Under Louisiana law, an agent of the company was able to secure this writ merely by filling in the blanks on the appropriate form documents, filing a security bond, and presenting these papers to a judge of the First City Court of New Orleans. The judge then certified and signed the documents and issued *ex parte* the writ of sequestration. Five days later, a constable served Mitchell with the complaint and, at the same time, executed the writ by seizing the refrigerator, stove, washing machine, and stereo.

Thereafter, Mitchell filed a motion to dissolve the writ of sequestration on the ground that he had been denied due process of law in that he had received no notice and had been afforded no opportunity to defend his right to the personal property before the seizure. The motion

To: The Chief Justice
Mr. Justice Douglas
Mr. Justice Brennan
Mr. Justice Stewart
Mr. Justice Marshall
Mr. Justice Blackmun
Mr. Justice Powell
Mr. Justice Rehnquist

1st DRAFT

From: White, J.

SUPREME COURT OF THE UNITED STATES

LAWRENCE MITCHELL ^{Recirculated:} v. W. T. GRANT
COMPANY

ON PETITION FOR WRIT OF CERTIORARI TO THE SUPREME
COURT OF LOUISIANA

No. 72-6160. Decided —, 1973

MR. JUSTICE WHITE, concurring.

I continue to believe that *Fuentes v. Shevin*, 407 U. S. 67 (1972), was a misconceived interpretation and application of the Due Process Clause; but given that decision, I must concur in the result reached here.

Supreme Court of the United States
Washington, D. C. 20543

CHAMBERS OF
JUSTICE THURGOOD MARSHALL

April 26, 1973

Re: No. 62-6160 - Mitchell v. Grant

Dear Potter:

I agree with your per curiam.

Sincerely,


T.M.

Mr. Justice Stewart

cc: Conference

Supreme Court of the United States
Washington, D. C. 20543

CHAMBERS OF
JUSTICE HARRY A. BLACKMUN

May 3, 1973

Re: No. 72-6160 - Mitchell v. Grant

Dear Byron:

Please join me in your brief concurrence in the result. Others have not voted. My joinder is subject to anything that may be forthcoming by way of dissent.

Sincerely,

H. A. B.

Mr. Justice White

Copies to the Conference

May 3, 1973

No. 72-6160 Mitchell v. W. T. Grant

Dear Potter:

Please join me in your Per Curiam.

I would appreciate, however, your adding the brief concurring statement which I am circulating herewith.

Sincerely,

LFP

Mr. Justice Stewart

cc: The Conference

Mr. Justice Douglas
Mr. Justice Brennan
Mr. Justice Stewart
Mr. Justice White
Mr. Justice Marshall
Mr. Justice Blackmun
Mr. Justice Rehnquist

1st DRAFT

From: Powell, J.

SUPREME COURT OF THE UNITED STATES

Circulated: MAY 3 1973

LAWRENCE MITCHELL *v.* W. T. GRANT COMPANY Recirculated:

ON PETITION FOR WRIT OF CERTIORARI TO THE SUPREME COURT OF LOUISIANA

No. 72-6160. Decided —, 1973

MR. JUSTICE POWELL, concurring.

On the authority of *Fuentes v. Shevin*, 407 U. S. 67 (1972), in which I did not participate, I concur in the Court's *per curiam* opinion. I do so subject to my understanding that the opinion is not to be construed as preventing legislative authorization of reasonable safeguards to protect legitimate rights of vendors against the possibility of fraudulent concealment or transfer of tangible personal property sold under conditional sales or other types of installment sales contracts. There have been abuses on both sides of the equation in the vast and relatively uncharted area of deferred purchase contracts. In light of *Fuentes*, legislatures may now wish to devise fair and balanced enforcement provisions which will protect the buyer against overreaching and the seller against dishonesty. I do not construe *Fuentes* or this case as foreclosing such legislation.

Supreme Court of the United States
Washington, D. C. 20543

CHAMBERS OF
JUSTICE WILLIAM H. REHNQUIST

May 10, 1973

Re: No. 72-6160 - Mitchell v. W. T. Grant Co.

Dear Potter:

Please show me as joining in Byron's "snapper" in the above case.

Sincerely,

WRW

Mr. Justice Stewart

Copies to the Conference