

The Burger Court Opinion Writing Database

United States v. Moore

423 U.S. 77 (1975)

Paul J. Wahlbeck, George Washington University
James F. Spriggs, II, Washington University in St. Louis
Forrest Maltzman, George Washington University



✓
 To: Mr. Justice Douglas
 Mr. Justice Brennan
 Mr. Justice Stewart
 Mr. Justice White
 Mr. Justice Marshall ✓
 Mr. Justice Blackmun
 Mr. Justice Powell
 Mr. Justice Rehnquist

From: The Chief Justice

Circulated: NOV 4 1975

Recirculated: _____

1st DRAFT

SUPREME COURT OF THE UNITED STATES

No. 74-687

United States, Petitioner,	} On Writ of Certiorari to the
v.	
Thomas W. Moore, Jr.,	
etc., et al.	
	United States Court of Ap- peals for the Fifth Circuit.

[November —, 1975]

MR. CHIEF JUSTICE BURGER delivered the opinion of the Court.

We granted certiorari to decide whether obligations of an insolvent debtor arising from default in the performance of government contracts, occurring before an assignment for the benefit of creditors, are entitled to the statutory priority for "debts due to the United States" when the amount of the obligation was not fixed at the time of the assignment. We hold that the obligations, even though unliquidated in amount when the insolvent debtor made the assignment, are entitled to the statutory priority accorded debts due the United States under 31 U. S. C. § 191, and we reverse.

(1)

The facts are not in dispute. In June 1966 respondent Emsco Screen and Pipe Company of Texas, Inc., contracted with the United States in three separate contracts to supply to the Navy, the Army, and the Defense Supply Agency certain fabricated items at an aggregate agreed price of \$310,296. Emsco subsequently advised the Navy that it could not perform the contracts without an advance of money not yet due under the terms of the contract; the Government was unwilling to make the

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

CHAMBERS OF
THE CHIEF JUSTICE

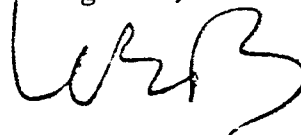
November 5, 1975

Re: No. 74-687 - United States v. Moore

MEMORANDUM TO THE CONFERENCE:

There is an obvious error on the "bottom line"
in this case. It has been corrected.

Regards,

A handwritten signature in dark ink, appearing to be 'WRB' with a large, sweeping flourish at the end.

V
 PP. 4, 5, 7, 8, 9, 10

To: Mr. Justice
 Mr. Justice
 Mr. Justice
 Mr. Justice
 Mr. Justice
 Mr. Justice
 Mr. Justice
 Mr. Justice
 Mr. Justice

From: Mr. Justice

Circulated:

Recirculated: NOV 16 1975

2nd DRAFT

SUPREME COURT OF THE UNITED STATES

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

CHAMBERS OF
JUSTICE WM. J. BRENNAN, JR.

November 17, 1975

RE: No. 74-687 United States v. Moore

Dear Chief:

I agree.

Sincerely,

Brennan

The Chief Justice

cc: The Conference

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

CHAMBERS OF
JUSTICE POTTER STEWART

November 5, 1975

Re: No. 74-687, United States v. Moore

Dear Chief,

I am glad to join your opinion for the Court in this case.

Sincerely yours,

P.S.
/

The Chief Justice

Copies to the Conference

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

CHAMBERS OF
JUSTICE BYRON R. WHITE

November 6, 1975

Re: No. 74-687 - United States v. Moore

Dear Chief:

Please join me.

Sincerely,

Byron

The Chief Justice

Copies to Conference

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

CHAMBERS OF
JUSTICE THURGOOD MARSHALL


November 17, 1975

Re: No. 74-687 -- United States v. Thomas W. Moore, Jr.

Dear Chief:

Please join me in your opinion in this case.

Sincerely,


T.M.

The Chief Justice

cc: The Conference

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

CHAMBERS OF
JUSTICE HARRY A. BLACKMUN

November 6, 1975

Re: No. 74-687 - United States v. Moore

Dear Chief:

Please join me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Harry", with a horizontal line underneath.

The Chief Justice

cc: The Conference

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

CHAMBERS OF
JUSTICE LEWIS F. POWELL, JR

November 6, 1975

No. 74-687 United States v. Moore

Dear Chief:

Please join me.

Sincerely,

Lewis

The Chief Justice

lfp/ss

cc: The Conference

✓

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

V

CHAMBERS OF
JUSTICE WILLIAM H. REHNQUIST

November 13, 1975

Re: No. 74-687 - United States v. Moore

Dear Chief:

Please join me.

Sincerely,

WHR

The Chief Justice

Copies to the Conference