

The Burger Court Opinion Writing Database

American Foreign Steamship Co. v. Matisse
423 U.S. 150 (1975)

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



✓

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

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CHAMBERS OF
THE CHIEF JUSTICE

December 8, 1975

Re: 74-966 - American Foreign SS Co. v. Matisse

Dear Thurgood:

I join your opinion circulated December 3.

Regards,

WGB

Mr. Justice Marshall

Copies to the Conference

✓

5

✓

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

CHAMBERS OF
JUSTICE WM. J. BRENNAN, JR.

December 4, 1975

RE: No. 74-966 American Foreign Steamship Co. v.
Matise, etc.

Dear Thurgood:

I agree.

Sincerely,

Bul

Mr. Justice Marshall

cc: The Conference

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

CHAMBERS OF
JUSTICE POTTER STEWART

December 3, 1975

74-966 - American Fireign S. S. Co. v. Matise

Dear Thurgood,

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

Sincerely yours,

P.S.
✓

Mr. Justice Marshall

Copies to the Conference

✓

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

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CHAMBERS OF
JUSTICE BYRON R. WHITE

December 5, 1975

Re: No. 74-966 - American Foreign Steamship Co.
v. Matisse

Dear Thurgood:

I agree.

Sincerely,

Byron

Mr. Justice Marshall

Copies to Conference

✓
DEC 3 1975

2nd DRAFT

SUPREME COURT OF THE UNITED STATES

No. 74-966

| | | |
|----------------------------|---|---|
| American Foreign Steamship | } | On Writ of Certiorari to the United States Court of Appeals for the Ninth Circuit. |
| Company, Petitioner, | | |
| v. | | |
| Lillian M. Matise, etc. | | |

[December —, 1975]

MR. JUSTICE MARSHALL delivered the opinion of the Court.

Granville C. Matise, a seaman, brought this suit alleging that upon his discharge from the S. S. *American Hawk*, petitioner, the ship's owner, withheld \$510 in wages from him. Matise claimed that, pursuant to 46 U. S. C. § 596, he was entitled to two days' pay for every day that payment of the \$510 had been delayed.

46 U. S. C. § 596 provides in relevant part:

"The master or owner of any vessel [making foreign voyages] shall pay to every seaman his wages . . . within 24 hours after the cargo has been discharged or within four days after the seaman has been discharged, whichever first happens. . . . Every master or owner who refuses or neglects to make payment in the manner hereinbefore mentioned without sufficient cause shall pay to the seaman a sum equal to two days' pay for each and every day during which payment is delayed beyond the respective periods, which sum shall be recoverable as wages in any claim made before the court."

The parties to this case differ over the meaning of "sufficient cause" under § 596; they are in conflict, too, over

5,7,8

DEC 11 1975

3rd DRAFT

SUPREME COURT OF THE UNITED STATES

No. 74-966

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|-------------------------------|---|---|
| American Foreign Steamship | } | On Writ of Certiorari to the United States Court of Appeals for the Ninth Circuit. |
| Company, Petitioner, | | |
| v. Lillian M. Matise, etc. | | |

[December —, 1975]

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

CHAMBERS OF
JUSTICE THURGOOD MARSHALL

January 7, 1976

MEMORANDUM TO THE CONFERENCE

CASE HELD FOR No. 74-966, AMERICAN FOREIGN
STEAMSHIP COMPANY v. MATISE

No. 74-1184 American Trading Transportation
Company v. Escobar.

Respondent, a seaman, was discharged from petitioner's ship on grounds of misconduct while the ship was docked in Subic Bay in the Philippines. While respondent did not receive his full wages in Manila, petitioner did agree to pay his air fare to San Francisco if respondent signed a guarantee to reimburse petitioner for all repatriation costs. When respondent arrived in San Francisco, he was paid his wages less repatriation costs that had been incurred by petitioner.

Respondent filed suit under 46 U.S.C. §596. The District Court found that respondent had been discharged for good cause and that petitioner's payment of repatriation expenses represented a payment of wages in kind so that there was no "withholding" under §596. Relying on its previous decision in Matise, CA9 reversed on this point, rejecting the District Court's analysis on the grounds that §596 provides that wages are to be paid to the seaman. It went on to find the "withholding" to be without sufficient cause and held that there was no discretion in the District Court in determining the length of time to which §596's double wage penalty applies.

CA9's refusal to view petitioner's payment of respondent's repatriation expenses as a "payment of wages" was based on an analysis which we rejected in Matise. We held there that the language of §596 is not a per se bar on all indirect payments of wages. It may be that the weight put in Matise on the unique

fact situation of that case (i.e., respondent's consent to the application of his wages to a plane fare and the special benefit that he received from the plane ticket) provides a basis for distinguishing that case from this one and for finding a "withholding" here. Nevertheless, CA9 should have a chance to reconsider its ruling in light of our decision in Matise.

I will vote to GRANT, VACATE AND REMAND FOR RECONSIDERATION IN LIGHT OF No. 74-966, American Foreign Steamship Company v. Matise.

Jm.
T.M.

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

CHAMBERS OF
JUSTICE HARRY A. BLACKMUN

December 4, 1975

Re: No. 74-966 - American Foreign Steamship Co.
v. Matisse

Dear Thurgood:

I agree.

Sincerely,



Mr. Justice Marshall

cc: The Conference

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

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CHAMBERS OF
JUSTICE LEWIS F. POWELL, JR.

December 4, 1975

No. 74-966 American Foreign Steamship
Company v. Matisse

Dear Thurgood:

Please join me.

Sincerely,

Lewis

Mr. Justice Marshall

lfp/ss

cc: The Conference

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

CHAMBERS OF
JUSTICE WILLIAM H. REHNQUIST

✓
3
December 4, 1975

Re: No. 74-966 - American Foreign Steamship v. Matisse

Dear Thurgood:

Please join me.

Sincerely,

WHR

Mr. Justice Marshall

Copies to the Conference