

# The Burger Court Opinion Writing Database

## *United States v. Hopkins*

427 U.S. 123 (1976)

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

CHAMBERS OF  
THE CHIEF JUSTICE

May 4, 1976

Re: 75-246 - United States v. Hopkins

MEMORANDUM TO THE CONFERENCE:

In light of Bill Brennan's memo, I took a second look at this case and conclude on balance I can support a narrow affirmance, tracking the Court of Claims opinion.

In light of our pressures with only about seven weeks to go, this case is worth a try for a brief Per Curiam affirmance. If the assignee finds this unfeasible, he will of course be free to give expanded treatment.

Regards,

WSB

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

CHAMBERS OF  
THE CHIEF JUSTICE

June 2, 1976

Re: 75-246 - United States v. Hopkins

Dear Bill:

I voted to reverse at Conference and for a while I thought I could "live with" an affirmance. However, I find it will not wash and I will add my name to the position expressed by Lewis, without elaboration. If Harry finds time to do a dissent, I may also join that.

Regards,

WSB

Mr. Justice Rehnquist

Copies to the Conference

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

CHAMBERS OF  
THE CHIEF JUSTICE

June 17, 1976

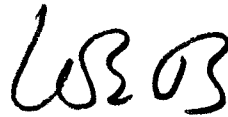
PERSONAL

Re: 75-246 - United States v. Hopkins

Dear Harry:

Add me to your "dissent-concurrence" in this  
case.

Regards,

A handwritten signature in dark ink, appearing to read "WB", which stands for Warren E. Burger.

Mr. Justice Blackmun

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

CHAMBERS OF  
THE CHIEF JUSTICE

June 21, 1976

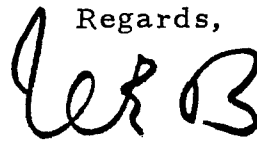
Re: 75-246 - U. S. v. Hopkins

Dear Bill:

Please join me in your per curiam circulated

June 18.

Regards,

A handwritten signature in dark ink, appearing to be 'WRB' or similar, written in a cursive style.

Mr. Justice Rehnquist

Copies to the Conference

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

CHAMBERS OF  
JUSTICE WM. J. BRENNAN, JR.

April 29, 1976

MEMORANDUM TO THE CONFERENCE

RE: No. 75-246 United States v. Hopkins

I voted at conference to reverse. I am changing my vote to affirm. I am now satisfied after examination of the legislative history and cases cited therein that the Amendment to the Tucker Act includes jurisdiction to entertain actions by Exchange employees.

W.J.B. Jr.

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WB

J  
WB  
United States v. Hopkins - No. 75-246

5/26/76

MR. JUSTICE BRENNAN, concurring in part and dissenting in part.

The question presented in this case is "[w]hether the Court of Claims has jurisdiction to entertain a suit against the United States for money damages for the improper discharge of an employee of a military exchange." As the Court acknowledges, we granted certiorari to resolve a conflict between the decision of the Court of Claims, 513 F.2d 1360, and Young v. United States, 498 F.2d 1211 (1974), decided by the Court of Appeals for the Fifth Circuit. I agree with the Court's holding that the 1970 amendment to the Tucker Act in Pub. L. 91-350 "is applicable to employment contracts as well as those for goods or other services." Ante, at 3. But by declining to decide whether exchange employees serve by appointment or under an express or implied contract, the Court stops short of answering the question presented and fails to resolve the conflict. I therefore dissent from the Court's judgment insofar as it leaves open the possibility that the Court of Claims might decide that it has no jurisdiction in this case on the ground that exchange employees serve by "appointment."

Although the Court implies that there is some uncertainty as to whether Judge Kunzig's opinion decided the issue not reached by the Court, his opinion unequivocally sets forth and resolves that issue.

To: The Chief Justice  
 Mr. Justice Stewart  
 Mr. Justice White  
 Mr. Justice Marshall  
 Mr. Justice Blackmun  
 Mr. Justice Powell  
 Mr. Justice Rehnquist  
 Mr. Justice Stevens

From Mr. Justice Brennan

Circulated: 5/27/76

Resirculated: \_\_\_\_\_

1st DRAFT

## SUPREME COURT OF THE UNITED STATES

No. 75-246

United States, Petitioner,	}	On Writ of Certiorari to the
v.		United States Court of
Alice R. Hopkins, etc.		Claims.

[June —, 1976]

MR. JUSTICE BRENNAN, concurring in part and dissenting in part.

The question presented in this case is “[w]hether the Court of Claims has jurisdiction to entertain a suit against the United States for money damages for the improper discharge of an employee of a military exchange.” As the Court acknowledges, we granted certiorari to resolve a conflict between the decision of the Court of Claims, 513 F. 2d 1360, and *Young v. United States*, 498 F. 2d 1211 (1974), decided by the Court of Appeals for the Fifth Circuit. I agree with the Court’s holding that the 1970 amendment to the Tucker Act in Pub. L. 91-350 “is applicable to employment contracts as well as those for goods or other services.” *Ante*, at 3. But by declining to decide whether exchange employees serve by appointment or under an express or implied contract, the Court stops short of answering the question presented and fails to resolve the conflict. I therefore dissent from the Court’s judgment insofar as it leaves open the possibility that the Court of Claims might decide that it has no jurisdiction in this case on the ground that exchange employees serve by “appointment.”

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“[P]laintiff argues that his relationship with the

To: The Chief Justice  
 Mr. Justice Stewart  
 Mr. Justice White  
 Mr. Justice Marshall  
 Mr. Justice Blackmun  
 Mr. Justice Powell  
 Mr. Justice Rehnquist  
 Mr. Justice Stevens

From: Mr. Justice Brennan

Circulated: \_\_\_\_\_

Recirculated: 6/1/76

2nd DRAFT

# SUPREME COURT OF THE UNITED STATES

No. 75-246

United States, Petitioner, } On Writ of Certiorari to the  
                                   v.        } United States Court of  
 Alice R. Hopkins, etc. } Claims.

[June —, 1976]

MR. JUSTICE BRENNAN, concurring in part and dissenting in part.

The question presented in this case is "[w]hether the Court of Claims has jurisdiction to entertain a suit against the United States for money damages for the improper discharge of an employee of a military exchange." As the Court acknowledges, we granted certiorari to resolve a conflict between the decision of the Court of Claims, 513 F. 2d 1360, and *Young v. United States*, 498 F. 2d 1211 (1974), decided by the Court of Appeals for the Fifth Circuit. I agree with the Court's holding that the 1970 amendment to the Tucker Act in Pub. L. 91-350 "is applicable to employment contracts as well as those for goods or other services." *Ante*, at 3. But by declining to decide whether exchange employees serve by appointment or under an express or implied contract, the Court stops short of answering the question presented and fails to resolve the conflict. I therefore dissent from the Court's judgment insofar as it leaves open the possibility that the Court of Claims might decide that it has no jurisdiction in this case on the ground that exchange employees serve by "appointment."

Although the Court implies that there is some uncertainty as to whether Judge Kunzig's opinion decided the issue not reached by the Court, his opinion unequivocally sets forth and resolves that issue.

"[P]laintiff argues that his relationship with the

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

CHAMBERS OF  
JUSTICE POTTER STEWART

May 21, 1976

No. 75-246 - U. S. v. Hopkins

Dear Bill,

I agree with the Per Curiam you  
have circulated in this case.

Sincerely yours,

P.S.

Mr. Justice Rehnquist

Copies to the Conference

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

CHAMBERS OF  
JUSTICE POTTER STEWART

June 15, 1976

No. 75-246, U. S. v. Hopkins

Dear Bill,

Your proposed revisions of this  
Per Curiam are wholly acceptable to me.

Sincerely yours,

P.S.  
/

Mr. Justice Rehnquist

Copies to the Conference

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

✓ ✓

CHAMBERS OF  
JUSTICE POTTER STEWART

June 18, 1976

75-246, United States v. Hopkins

Dear Bill,

I agree with your Per Curiam as  
recirculated today.

Sincerely yours,

P.S.  
1.5

Mr. Justice Rehnquist

Copies to the Conference

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

CHAMBERS OF  
JUSTICE BYRON R. WHITE

May 21, 1976

Re: No. 75-246 - United States v. Hopkins

Dear Bill:

Please join me.

Sincerely,



Mr. Justice Rehnquist

Copies to Conference

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

CHAMBERS OF  
JUSTICE BYRON R. WHITE

June 16, 1976

Re: No. 75-246 - United States v. Hopkins

Dear Bill:

I agree with your suggested changes.

Sincerely,



Mr. Justice Rehnquist

Copies to Conference

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

CHAMBERS OF  
JUSTICE BYRON R. WHITE

June 21, 1976

Re: No. 75-246 - United States v. Hopkins

Dear Bill:

I again agree.

Sincerely,



Mr. Justice Rehnquist

Copies to Conference

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

CHAMBERS OF  
JUSTICE THURGOOD MARSHALL

June 21, 1976

Re: No. 75-246 -- United States v. Hopkins

Dear Bill:

Please join me.

Sincerely,



T.M.

Mr. Justice Brennan

cc: The Conference

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

CHAMBERS OF  
JUSTICE HARRY A. BLACKMUN

May 28, 1976

Re: No. 75-246 - United States v. Hopkins

Dear Bill:

I shall be circulating a partial dissent within a  
few days.

Sincerely,

H.A.B.

Mr. Justice Rehnquist

cc: The Conference

To: The Chief Justice  
 Mr. Justice Brennan  
 Mr. Justice Stewart  
 Mr. Justice White  
 Mr. Justice Marshall  
 Mr. Justice Powell  
 Mr. Justice Rehnquist  
 Mr. Justice Stevens

From: Mr. Justice Blackmun

Circulated: 6/14/76

Recirculated: \_\_\_\_\_

No. 75-246 - United States v. Hopkins

MR. JUSTICE BLACKMUN, dissenting in part and con-  
 ccurring in part.

I cannot accept the Court's assertion, ante, p. 4, that the  
 Court of Claims did not decide whether respondent served by  
 "appointment." The Court of Claims explicitly considered that  
 possibility, rejected it, and stated that respondent's employment  
 "must be viewed as arising from either an express or implied  
 contract, and we hold accordingly." 513 F.2d, at 1365. <sup>1/</sup> I would  
 have thought that those words mean exactly what they say. Because  
 I conclude that the Court of Claims erred in the reasoning by which  
 it rejected the argument that respondent was appointed, and because

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

CHAMBERS OF  
JUSTICE HARRY A. BLACKMUN

June 21, 1976

Re: No. 75-246 - United States v. Hopkins

Dear Bill:

I can join, and do, your proposal of June 18.

Sincerely,

A handwritten signature in dark ink, appearing to read "Harry", with a long horizontal stroke extending to the right.

Mr. Justice Rehnquist

cc: The Conference

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

CHAMBERS OF  
JUSTICE HARRY A. BLACKMUN

June 21, 1976

Re: No. 75-246 - United States v. Hopkins

Dear Bill:

I can join, and do, your proposal of June 18.

Sincerely,



Mr. Justice Rehnquist

cc: The Conference

[note to Justice Rehnquist only]

Dear Bill:

As of the moment there are two number one footnotes.  
Perhaps you have already noticed this.

H. A. B.

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

CHAMBERS OF  
JUSTICE LEWIS F. POWELL, JR.

May 21, 1976

No. 75-246 United States v. Hopkins

Dear Bill:

Please add, to your Per Curiam in the above case,  
the following:

Mr. Justice Powell dissents from the  
opinion of the Court substantially for the  
reasons stated by Judge Skelton in his  
dissenting opinion in the Court of Claims.  
Hopkins v. United States, 513 F.2d 1360,  
at 1366 (1975).

Sincerely,

*Lewis*

Mr. Justice Rehnquist

lfp/ss

cc: The Conference

To: The Chief Justice  
 Mr. Justice Brennan  
 Mr. Justice Stewart  
 Mr. Justice White  
 Mr. Justice Marshall  
 Mr. Justice Blackmun  
 Mr. Justice Powell  
 Mr. Justice Stevens

From: Mr. Justice Rehnquist

Circulated: MAY 20 1976

Recirculated: \_\_\_\_\_

1st DRAFT

# SUPREME COURT OF THE UNITED STATES

No. 75-246

United States, Petitioner, } On Writ of Certiorari to the  
 v. } United States Court of  
 Alice R. Hopkins, etc. } Claims.

[June —, 1976]

PER CURIAM.

This case involves a suit by respondent, a civilian employee of the Army and Air Force Exchange Service (AAFES), claiming wrongful discharge from his employment. He asserted jurisdiction under the Tucker Act, 28 U. S. C. § 1491 (as amended 84 Stat. 449 (1970)), which provides for suits in the Court of Claims upon any express or implied contract with such military exchanges. Petitioner moved to dismiss for lack of jurisdiction. The Court of Claims concluded that it had jurisdiction because respondent's relationship with AAFES was based upon an implied contract of employment and such a contract is covered, since 1970, by the Tucker Act. We granted certiorari to resolve a conflict between this decision and a contrary holding of the United States Court of Appeals for the Fifth Circuit in *Young v. United States*, 498 F. 2d 1211 (CA5 1974).

The status of claims against military post exchanges has been in some doubt since the decision of this Court in *Standard Oil Co. v. Johnson*, 316 U. S. 481 (1942). There the Court, in striking down a state tax on the distribution of motor fuel by Army post exchanges held that such exchanges "are arms of the Government deemed by it essential for the performance of governmental functions. They are integral parts of the War Depart-

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

Circulated: \_\_\_\_\_  
 Recirculated: MAR 2 1976

2nd DRAFT

# SUPREME COURT OF THE UNITED STATES

No. 75-246

United States, Petitioner, } On Writ of Certiorari to the  
 v. } United States Court of  
 Alice R. Hopkins, etc. } Claims.

[June —, 1976]

PER CURIAM.

This case involves a suit by respondent, a civilian employee of the Army and Air Force Exchange Service (AAFES), claiming wrongful discharge from his employment. He asserted jurisdiction under the Tucker Act, 28 U. S. C. § 1491 (as amended 84 Stat. 449 (1970)), which provides for suits in the Court of Claims upon any express or implied contract with such military exchanges. Petitioner moved to dismiss for lack of jurisdiction. The Court of Claims concluded that it had jurisdiction because respondent's relationship with AAFES was based upon an implied contract of employment and such a contract is covered, since 1970, by the Tucker Act. We granted certiorari to resolve a conflict between this decision and a contrary holding of the United States Court of Appeals for the Fifth Circuit in *Young v. United States*, 498 F. 2d 1211 (CA5 1974).<sup>1</sup>

The status of claims against military post exchanges has been in some doubt since the decision of this Court in *Standard Oil Co. v. Johnson*, 316 U. S. 481 (1942).

<sup>1</sup> Contrary to the assertion of the dissent, *Young* decided only that Congress had not intended the amendment to the Tucker Act to apply to AAFES employment contracts. It did not decide whether AAFES employees had such a contract. 498 F. 2d, at 1217. Consequently this decision resolves the conflict.

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

CHAMBERS OF  
JUSTICE WILLIAM H. REHNQUIST

June 15, 1976

MEMORANDUM TO THE CONFERENCE

Re: No. 75-246 - United States v. Hopkins

The Chief assigned this case to me to be written as a per curiam, and in due course I circulated a draft. As I saw it, there were two issues in the case:

(1) Did the 1970 Amendment to the Tucker Act, which brought within the ambit of the term "express or implied contract with the United States" an express or implied contract with the military exchanges, include express ✓ or implied contracts between such exchanges and their employees?

(2) If the answer to the first question was in the affirmative, did the particular respondent in this case have an express or

implied contract with the military exchange  
for which he worked?

My draft answered the first question in the affirmative. With respect to the second question, the draft holds that because respondent alleged he had a contractual relationship with the exchange, that allegation was sufficient to withstand a motion to dismiss, and the judgment of the Court of Claims is therefore to be affirmed and the cause remanded for answering the question of whether or not there was such an express or implied contract on the basis of a full record. In the course of treating these questions, the draft said that the opinion for the majority in the Court of Claims, though ambiguous, did not actually decide the question of whether this respondent, or persons in his position generally, hold their positions by virtue of an express or implied contract rather than by appointment.

Bill Brennan has circulated an opinion concurring with my draft in his answer to the first question, but dissenting from its treatment of the second question; he says that

the Court of Claims did treat the second question, decided that these employees do have a contractual relationship, and that he agrees with that decision.

Lewis asked me to show him as dissenting for the reasons stated by Judge Skelton in his dissenting opinion in the Court of Claims.

Harry has circulated an opinion dissenting in part and concurring in part. As I understand his opinion, he does not disagree with my treatment of the first question, but feels that the second question should be decided by the Court of Claims in the light of applicable regulations which he has come across, in which he sets forth in his opinion. I must confess that he did a more thorough job of research on this aspect of the case than I did. He agrees with Bill Brennan, and disagrees with the draft, on the question of whether the Court of Claims actually decided whether or not this respondent had a contractual employment, rather than an appointive one. But he disagrees with Bill Brennan, as I understand it, in that he feels there is at least a strong probability that this respondent, and probably others like him, hold their positions by

appointment, with the result that this respondent would therefore be hard put to make out his allegation of a contractual relationship. He would remand to the Court of Claims for determination of this latter question.

The Chief Justice has indicated his agreement with Lewis' position, and has also indicated that he would wait and see what Harry wrote.

Potter, Byron, and John have joined my proposed draft. In the interest of getting a Court opinion on a question which seems to me to be a classical example of a case which ought to be able to muster one, I spoke to Harry and said that in view of the fact that both he and Bill Brennan disagreed with my interpretation of the opinion of the Court of Claims, I would be quite willing to change my treatment of that opinion in the draft so as to say that the majority did decide the second question , and would then go on to say that because of that court's apparently having overlooked much of the material which Harry cites in his dissent, its

judgment should be vacated on that point and the case sent back for a determination of the second question on a full record in the light of applicable administrative regulations and other relevant materials. Harry has indicated that if these changes were made, he might well be able to state in his separate opinion that he joins the opinion of the Court.

If agreeable with those who have already joined my draft, I therefore propose the following changes:

For the two present full paragraphs on page 4 of the second draft of the per curiam, substitute the following:

"The government alternatively contends that AAFES employees do not have a contractual relationship with their employer, and that like orthodox federal employees they serve by 'appointment' to a particular position. While there is some ambiguity in the opinion of the Court of Claims, that court apparently agreed with respondent that he and others like him did have a contractual employment relation-

ship with AAFES. We think it would be both unnecessary and unwise for us to decide the question at this stage of the case, and we think that the Court of Claims gave insufficient attention to applicable administrative regulations when it undertook to decide the question.

"The issue before the Court of Claims arose on the Government's motion to dismiss respondent's complaint, under Rule 38(b), Ct. Cl. Rules, and there is no doubt that respondent alleged in his complaint that he had a contract with AAFES. This is sufficient to withstand a motion to dismiss. Conley v. Gibson, 355 U.S. 41 (1957). Whether he in fact had such a contract, or whether the nature of the relationship between an employee of AAFES and his employer is an 'express or implied contract' within the meaning of Pub.

L. 91-350 are issues that will remain for decision upon the development of a fuller record following remand of this case.

The consideration of this question should include not only the authorities which it discusses in the opinion now under review, and which are summarized in a separate opinion of Mr. Justice Brennan, but also those regulations and authorities discussed in the separate opinion of Mr. Justice Blackmun.

The last paragraph of the present draft would be changed so as to read as follows:

"Respondent's allegation that his discharge constituted a breach of a contract of employment was sufficient, under the provisions of Pub. L. 91-350, to withstand the Government's motion to dismiss the complaint on the grounds of lack of jurisdiction in the Court of Claims, and the judgment of that Court so holding is therefore affirmed. That portion of its judgment

deciding that respondent held his employment position by virtue of an express or implied contract, rather than by appointment, is vacated and the cause remanded for further proceedings on that question.

It is so ordered."

Sincerely,

*WHR*

P.S. If Bill withdraws his separate opinion, I will naturally omit reference to it and refer only to the "separate opinion of Mr. Justice Blackmun". WHR

S a

I

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

CHAMBERS OF  
JUSTICE WILLIAM H. REHNQUIST

June 18, 1976

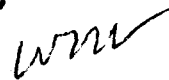
MEMORANDUM TO THE CONFERENCE

Re: No. 75-246, United States v. Hopkins

Since I circulated my memorandum of June 15th further developments have occurred in this case. To wit: 1) Bill Brennan has withdrawn his opinion and joined Harry. 2) Harry has suggested that I incorporate into the per curiam the material which was previously contained in his separate opinion, thus avoiding the difficulties of cross reference contained in my most recent draft.

Accordingly, I attach a proposed revision of the draft in this case, beginning with the first full paragraph of page 4 and continuing to the end.

Sincerely,



To: The Chief Justice  
 Mr. Justice Brennan  
 Mr. Justice Stewart  
 Mr. Justice White  
 Mr. Justice Marshall  
 Mr. Justice Blackmun  
 Mr. Justice Powell  
 Mr. Justice Stevens

From: Mr. Justice Brennan

Circulated: \_\_\_\_\_

Recirculated: MAY 27 1976

2nd DRAFT

# SUPREME COURT OF THE UNITED STATES

No. 75-246

United States, Petitioner, } On Writ of Certiorari to the  
 v. } United States Court of  
 Alice R. Hopkins, etc. } Claims.

[June —, 1976]

PER CURIAM.

This case involves a suit by respondent<sup>a</sup> a civilian employee of the Army and Air Force Exchange Service (AAFES), claiming wrongful discharge from his employment. He asserted jurisdiction under the Tucker Act, 28 U. S. C. § 1491 (as amended 84 Stat. 449 (1970)), which provides for suits in the Court of Claims upon any express or implied contract with such military exchanges. Petitioner moved to dismiss for lack of jurisdiction. The Court of Claims concluded that it had jurisdiction because respondent's relationship with AAFES was based upon an implied contract of employment and such a contract is covered, since 1970, by the Tucker Act. We granted certiorari to resolve a conflict between this decision and a contrary holding of the United States Court of Appeals for the Fifth Circuit in *Young v. United States*, 498 F. 2d 1211 (CA5 1974).<sup>b</sup>

The status of claims against military post exchanges has been in some doubt since the decision of this Court in *Standard Oil Co. v. Johnson*, 316 U. S. 481 (1942).

<sup>a</sup> Contrary to the assertion of the dissent, *Young* decided only that Congress had not intended the amendment to the Tucker Act to apply to AAFES employment contracts. It did not decide whether AAFES employees had such a contract. 498 F. 2d, at 1217. Consequently this decision resolves the conflict.

*1) The named respondent is the widow of the original plaintiff. For convenience, respondent's dissent will hereafter be referred to as "dissent".*

To: The Chief Justice  
 Mr. Justice Brennan  
 Mr. Justice Stewart  
 Mr. Justice White  
 Mr. Justice Marshall  
 Mr. Justice Blackmun  
 Mr. Justice Powell  
 Mr. Justice Stevens

From: Mr. Justice Rehnquist

Circulated: \_\_\_\_\_

Recirculated: JUN 23 1976

3rd DRAFT

# SUPREME COURT OF THE UNITED STATES

No. 75-246

United States, Petitioner, | On Writ of Certiorari to the  
 v. | United States Court of  
 Alice R. Hopkins, etc. | Claims.

[June —, 1976]

PER CURIAM.

This case involves a suit by respondent's decedant,<sup>1</sup> a civilian employee of the Army and Air Force Exchange Service (AAFES), claiming wrongful discharge from his employment. He asserted jurisdiction under the Tucker Act, 28 U. S. C. § 1491 (as amended 84 Stat. 449 (1970)), which provides for suits in the Court of Claims upon any express or implied contract with such military exchanges. Petitioner moved to dismiss for lack of jurisdiction. The Court of Claims concluded that it had jurisdiction because respondent's relationship with AAFES was based upon an implied contract of employment and such a contract is covered, since 1970, by the Tucker Act. We granted certiorari to resolve a conflict between this decision and a contrary holding of the United States Court of Appeals for the Fifth Circuit in *Young v. United States*, 498 F. 2d 1211 (CA5 1974).

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<sup>1</sup>The named respondent is the widow of the original plaintiff.

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

CHAMBERS OF  
JUSTICE JOHN PAUL STEVENS

May 21, 1976

Re: 75-246 - United States v. Hopkins

Dear Bill:

Please join me.

Sincerely,



Mr. Justice Rehnquist

Copies to the Conference

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

CHAMBERS OF  
JUSTICE JOHN PAUL STEVENS

June 16, 1976

Re: 75-246 - United States v. Hopkins

Dear Bill:

Please join me.

Sincerely,

A handwritten signature in dark ink, appearing to be "JPS", written in a cursive style.

Mr. Justice Rehnquist

Copies to the Conference

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

CHAMBERS OF  
JUSTICE JOHN PAUL STEVENS

June 21, 1976

Re: 75-246 - United States v. Hopkins

Dear Bill:

Please join me in your June 18 circulation.

Sincerely,



Mr. Justice Rehnquist

Copies to the Conference