

The Burger Court Opinion Writing Database

Northeast Marine Terminal Co. v. Caputo
432 U.S. 249 (1977)

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



✓ ✓ ✓ 6
Supreme Court of the United States
Washington, D. C. 20543

CHAMBERS OF
THE CHIEF JUSTICE

June 6, 1977

Re: 76-444;454 NE Marine Terminal Co. v. Caputo; International
Terminal Operating Co. v. Blundo

Dear Thurgood:

I join on the assumption that you are accepting
Byron's suggested changes.

Regards,



Mr. Justice Marshall
cc: The Conference

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

CHAMBERS OF
THE CHIEF JUSTICE

June 10, 1977

RE: 76-444 - N. E. Marine Terminal Co. v. Caputo
76-454 - International Terminal Operating v. Blundo

Dear Thurgood:

These cases will be stricken from the list of cases set for Monday in accordance with your memo of June 9.

Regards,



Mr. Justice Marshall

Copies to the Conference

cc: Mr. Cornio

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

CHAMBERS OF
JUSTICE WM. J. BRENNAN, JR.

June 3, 1977

(5)

RE: Nos. 76-444 & 454 Northeast Marine Co. v. Caputo
and International Terminal Operating Co. v. Blundo

Dear Thurgood:

I agree.

Sincerely,



Mr. Justice Marshall

cc: The Conference

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

CHAMBERS OF
JUSTICE POTTER STEWART

(S)

June 6, 1977

Nos. 76-444 & 76-454, Northeast
Marine Terminal v. Caputo

Dear Thurgood,

I am glad to join your opinion for
the Court in these cases. I agree with all
of Byron's comments.

Sincerely yours,

P.S.
P.J.

Mr. Justice Marshall

Copies to the Conference

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

(3) ✓

CHAMBERS OF
JUSTICE BYRON R. WHITE

June 3, 1977

Re: Nos. 76-444 & 76-454 - Northeast Marine Terminal
Co., Inc. v. Caputo

Dear Thurgood:

Please join me in your very good opinion in this case. I have only one or two comments. The last sentence in the paragraph ending at the top of page 14 would reach the consignee's truck driver who was helping Caputo load the truck. The last paragraph of footnote 36 would not exclude such a truck driver since his responsibility is not "only" to pick up stored cargo for further transhipment. I would suppose, however, that the truck driver who also helps load at the pier is excluded.

Also with respect to footnote 36, I would prefer omitting the last sentence of the first paragraph. There is no use stirring up litigation.

I should also say that while I am sure it is an accurate quotation, the last quotation in the first paragraph of footnote three is difficult to understand.

OK
OK
OK
Sincerely,

Byron

Mr. Justice Marshall

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*B21
Thurgood Marshall
Releasor
Releasor* 11

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

CHAMBERS OF
JUSTICE BYRON R. WHITE

June 8, 1977

Re: Nos. 76-444 & 76-454, Northeast Terminal Co.
v. Caputo

Dear Thurgood:

I'm still aboard.

Sincerely,



Mr. Justice Marshall

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JUN 2 1977

No. 76-444, Northeast Marine Terminal Company, Inc. v. Caputo
No. 76-454, International Terminal Operating Co., Inc. v. Blundo

MR. JUSTICE MARSHALL delivered the opinion of the Court.

In 1972, Congress amended the Longshoremen's and Harbor Workers' (LHWCA) Compensation Act, 33 U.S.C. § 901 et seq. in substantial part to "extend [the Act's] coverage to protect additional workers." S. Rep. No. 92-1125, 92nd Cong., 2d Sess. 1 (1972). In these consolidated cases we must determine whether respondents Caputo and Blundo, injured while working on the New York City waterfront, are entitled to compensation. To answer that question we must determine the reach of the 1972 amendments.

The sections of the Act relevant to these cases are the ones providing "coverage" and defining "employee." They provide, with italics to indicate the material added in 1972:

Coverage

Compensation shall be payable . . . in respect of disability or death of an employee, but only if the disability or death results from an injury occurring upon the navigable waters of the United States (including any adjoining pier, wharf, dry dock, terminal, building way, marine railway, or other adjoining area customarily used by an employer in loading, unloading, repairing, or building a vessel) § 3(a), 33 U.S.C. § 903(a)(1975 Supp.)

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

CHAMBERS OF
JUSTICE THURGOOD MARSHALL

June 7, 1977

Re: No. 76-444, Northeast Marine Terminal Company, Inc. v. Caputo
No. 76-454, International Terminal Operating Co., Inc. v. Blundo

Dear Byron:

Thank you for your memorandum. In light of your comments I propose to make the following modifications.

With respect to your concern with the last sentence of the first paragraph of footnote 36, I shall be glad to omit the sentence.

Regarding the quotation in footnote 3, the word "property" is missing from the definition. It should read: "[A] marine terminal operator, who may own or lease the terminal property, is responsible for the safe handling of the ship, the delivery and receipt of the ship's cargo, and all movement and handling of that cargo between the point-of-rest and any place on the marine terminal property except to shipside." While the definition is still not a model of clarity, it is the best I could find and I think it is useful for the opinion to give some indication of what these terms mean.

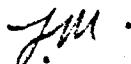
As to your concern with the truck driver, I agree that he should be excluded even if he helps to load and it was my intent to have the opinion do so. Perhaps that intent would be clearer if the last paragraph of footnote 36 were to read:

"In addition, we reiterate that Caputo did not fall within the excluded category of employees 'whose responsibility is only to pick up stored cargo for further trans-shipment.' Sen. Rep. at 13; H. Rep. at 11. As we indicated *supra* at 11, that exclusion pertains to workers, such as the consignees' truck drivers Caputo was helping, whose presence at the pier or terminal is for the purpose of picking up cargo for further shipment by land transportation."

Also, I will amend the fourth sentence on p. 11 to read:

"Thus, employees such as truck drivers whose responsibility on the waterfront is essentially to pick up or deliver cargo unloaded from or destined for maritime transportation are excluded."

Sincerely,



T. M.

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

CHAMBERS OF
JUSTICE THURGOOD MARSHALL

June 9, 1977

Re: No. 76-444 - N.E. Marine Terminal Co. v. Caputo
No. 76-454 - International Terminal Operating v. Blundo

Dear Chief:

I see that these cases are set for Monday. As I remember, I explained to the Conference that I doubted they would be ready for Monday but they would be ready for Thursday. I suggest that they be taken off the Monday list and saved for Thursday.

Sincerely,



T. M.

Mr. Chief Justice

cc: The Conference

5, 19, 22, 24, 25, 30

6/13/77

1st PRINTED DRAFT

SUPREME COURT OF THE UNITED STATES

Nos. 76-444 AND 76-454

Northeast Marine Terminal Company, Inc., et al., Petitioners,

76-444 *v.*

Ralph Caputo et al.

International Terminal Operating Company, Inc., Petitioner,

76-444 *v.*

Carmelo Blundo et al.

On Writs of Certiorari to the United States Court of Appeals for the Second Circuit.

[June —, 1977]

MR. JUSTICE MARSHALL delivered the opinion of the Court.

In 1972 Congress amended the Longshoremen's and Harbor Workers' Compensation Act, (LHWCA) 33 U. S. C. § 901 *et seq.*, in substantial part to "extend [the Act's] coverage to protect additional workers." S. Rep. No. 92-1125, 92d Cong., 2d Sess., 1 (1972).¹ In these consolidated cases we must determine whether respondents Caputo and Blundo, injured while working on the New York City waterfront, are entitled to compensation. To answer that question we must determine the reach of the 1972 amendments.

The sections of the Act relevant to these cases are the ones providing "coverage" and defining "employee." They provide, with italics to indicate the material added in 1972:

"Coverage"

"Compensation shall be payable . . . in respect of disability or death of an employee, but only if the disability

¹ Pub. L. 92-576, 86 Stat. 1251, "Longshoremen's and Harbor Workers' Compensation Act Amendments of 1972," hereinafter 1972 Amendments,

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

CHAMBERS OF
JUSTICE THURGOOD MARSHALL

June 20, 1977

MEMORANDUM TO THE CONFERENCE

Cases held for 76-444 and 76-454 -- Northeast Marine Terminal, Inc. v. Caputo and International Terminal Operating Co., Inc. v. Blundo

(1) 76-571 John T. Clark & Son of Boston, Inc. v. Stockman

Petitioner challenges the compensation awarded to respondent who was injured while engaged in stripping a container recently discharged from a vessel. The container had been put ashore at another location and then trucked to petitioner's terminal for stripping. The ALJ and BRB found that respondent was engaged in longshoring operations at a covered situs. The Court of Appeals for the First Circuit affirmed, relying on reasoning essentially similar to our reasoning in Northeast.

✓ The facts of this case are identical in pertinent part to those in Blundo's case. It is clear from our opinion that stripping a container is a "longshoring operation" and that a terminal such as this one -- adjacent to navigable waters and used for loading and unloading vessels -- is a covered situs. The fact that the container was originally taken from a vessel elsewhere and moved to this terminal is irrelevant. Since these are the only objections petr makes, I will vote to deny. *OK*

(2) 76-641 P.C. Pfeiffer Co., Inc. v. Ford

This petition challenges the compensation awards given two claimants injured while handling cargo on the

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

CHAMBERS OF
JUSTICE HARRY A. BLACKMUN

June 7, 1977

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Re: No. 76-444 - N.E. Marine Terminal Co.
v. Caputo
No. 76-454 - International Terminal Operating
Co. v. Blundo

Dear Thurgood:

Please join me. I fear, however, that this will not be
the last word in this area.

Sincerely,

Harry

Mr. Justice Marshall

cc: The Conference

✓
Supreme Court of the United States
Washington, D. C. 20542

CHAMBERS OF
JUSTICE LEWIS F. POWELL, JR.

June 3, 1977

(1)

No. 76-444 Northeast Marine v. Caputo
No. 76-454 International Terminal v. Blundo

Dear Thurgood:

Please join me.

Sincerely,

Lew

Mr. Justice Marshall

lfp/ss

cc: The Conference

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

CHAMBERS OF
JUSTICE WILLIAM H. REHNQUIST

(7)

June 7, 1977

Re: Nos. 76-444 & 76-454 - Northeast Marine
Terminal v. Caputo

Dear Thurgood:

Please join me.

Sincerely,

WW

Mr. Justice Marshall

Copies to the Conference

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

(4)

CHAMBERS OF
JUSTICE JOHN PAUL STEVENS

June 3, 1977

Re: 76-444; 454 - Northeast Marine Terminal
Co. v. Caputo

Dear Thurgood:

Please join me.

Respectfully,



Mr. Justice Marshall

Copies to the Conference