

The Burger Court Opinion Writing Database

J.W. Bateson Co. v. United States ex rel. Board of Trustees of National Automatic Sprinkler Industry Pension Fund

434 U.S. 586 (1978)

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

December 10, 1977

Re: 76-1476 - J.S. Bateson Co., Inc. v.
U.S. ex rel

MEMORANDUM TO THE CONFERENCE:

My vote is to reverse.

Regards,

WGB

Wm
Brennan
Oct 77

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

(4)

CHAMBERS OF
THE CHIEF JUSTICE

January 5, 1978

Dear Thurgood:

Re: 76-1476 Bateson v. United States

I join.

Regards,

LSB

Mr. Justice Marshall

cc: The Conference

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

CHAMBERS OF
JUSTICE WM. J. BRENNAN, JR.

January 23, 1978

RE: No. 76-1476 J.W. Bateson Co. v. U.S. ex rel. Board
of Trustees of the National Automatic
Sprinkler Industry Pension Fund, et al.

Dear John:

Please join me in the dissenting opinion you have
prepared in the above.

Sincerely,

Mr. Justice Stevens

cc: The Conference

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

(2)

CHAMBERS OF
JUSTICE POTTER STEWART

January 3, 1978

Re: No. 76-1476, J.W. Bateson Co. v.
Board of Trustees

Dear Thurgood,

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

Sincerely yours,

Mr. Justice Marshall

Copies to the Conference

P.S.
1.31

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

CHAMBERS OF
JUSTICE BYRON R. WHITE

January 12, 1978

Re: 76-1476: J. W. Bateson Co., Inc.
v. U. S. ex rel. Board
of Trustees

Dear Thurgood:

Please join me.

Sincerely,



Mr. Justice Marshall

Copies to the Conference

1st DRAFT

SUPREME COURT OF THE UNITED STATES

No. 76-1476

J. W. Bateson Company, Inc.,
et al., Petitioners,

v.

United States ex rel. Board of
Trustees of the National Au-
tomatic Sprinkler Industry
Pension Fund et al.

On Writ of Certiorari to
the United States Court
of Appeals for the Dis-
trict of Columbia Cir-
cuit.

[January 3, 1978]

MR. JUSTICE MARSHALL delivered the opinion of the Court.

Under the Miller Act, 49 Stat. 793, as amended, 80 Stat. 1139, 40 U. S. C. § 270a *et seq.*, a prime contractor on a federal construction project involving over \$2,000 must post a payment bond to protect those who have a direct contractual relationship with either the prime contractor or a "subcontractor." The issue in this case is whether the term "subcontractor," as used in the Act, encompasses a firm that is technically a "sub-subcontractor."

The material facts are not in dispute. Petitioner J. W. Bateson Co. entered into a contract with the United States for construction of an addition to a hospital and provided a payment bond signed by Bateson's president and by representatives of petitioner sureties. Bateson, the prime contractor, subcontracted with Pierce Associates for a portion of the original work, and Pierce in turn subcontracted with Colquitt Sprinkler Co. for the installation of a sprinkler system, one of the items specified in the contract between Bateson and the United States. Under a collective-bargaining agreement with respondent Road Sprinkler Fitters Local Union No. 669, Colquitt was obligated to pay over amounts withheld from

10 JAN 1978

2nd DRAFT

SUPREME COURT OF THE UNITED STATES

No. 76-1476

J. W. Bateson Company, Inc.,
et al., Petitioners,
v.
United States ex rel. Board of
Trustees of the National Au-
tomatic Sprinkler Industry
Pension Fund et al.

On Writ of Certiorari to
the United States Court
of Appeals for the Dis-
trict of Columbia Cir-
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The material facts are not in dispute. Petitioner J. W. Bateson Co. entered into a contract with the United States for construction of an addition to a hospital and provided a payment bond signed by Bateson's president and by representatives of petitioner sureties. Bateson, the prime contractor, subcontracted with Pierce Associates for a portion of the original work, and Pierce in turn subcontracted with Colquitt Sprinkler Co. for the installation of a sprinkler system, one of the items specified in the contract between Bateson and the United States. Under a collective-bargaining agreement with respondent Road Sprinkler Fitters Local Union No. 669, Colquitt was obligated to pay over amounts withheld from

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p. 6
25 JAN 1978

Recirculation

3rd DRAFT

SUPREME COURT OF THE UNITED STATES

No. 76-1476

J. W. Bateson Company, Inc.,
et al., Petitioners,
v.
United States ex rel. Board of
Trustees of the National Au-
tomatic Sprinkler Industry
Pension Fund et al.

On Writ of Certiorari to
the United States Court
of Appeals for the Dis-
trict of Columbia Cir-
cuit.

[February —, 1978]

MR. JUSTICE MARSHALL delivered the opinion of the Court.

Under the Miller Act, 49 Stat. 793, as amended, 80 Stat. 1139, 40 U. S. C. § 270a *et seq.*, a prime contractor on a federal construction project involving over \$2,000 must post a payment bond to protect those who have a direct contractual relationship with either the prime contractor or a "subcontractor." The issue in this case is whether the term "subcontractor," as used in the Act, encompasses a firm that is technically a "sub-subcontractor."

The material facts are not in dispute. Petitioner J. W. Bateson Co. entered into a contract with the United States for construction of an addition to a hospital and provided a payment bond signed by Bateson's president and by representatives of petitioner sureties. Bateson, the prime contractor, subcontracted with Pierce Associates for a portion of the original work, and Pierce in turn subcontracted with Colquitt Sprinkler Co. for the installation of a sprinkler system, one of the items specified in the contract between Bateson and the United States. Under a collective-bargaining agreement with respondent Road Sprinkler Fitters Local Union No. 669, Colquitt was obligated to pay over amounts withheld from

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

CHAMBERS OF
JUSTICE HARRY A. BLACKMUN

January 3, 1978

Re: No. 76-1476 - J. W. Bateson Co. v. United States
ex rel. Board of Trustees

Dear Thurgood:

At the end of your opinion, will you please note that
I took no part in the consideration or decision of this case.

Sincerely,



Mr. Justice Marshall

cc: The Conference

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

CHAMBERS OF
JUSTICE LEWIS F. POWELL, JR.

January 4, 1978

✓
(3)

No. 76-1476 Bateson v. United States

Dear Thurgood:

Please join me.

Sincerely,

Lewis

Mr. Justice Marshall

lfp/ss

cc: The Confernce

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

CHAMBERS OF
JUSTICE WILLIAM H. REHNQUIST

January 3, 1978

Re: No. 76-1476 - Bateson Co. v. Board of Trustees

Dear Thurgood:

Please join me.

Sincerely,



Mr. Justice Marshall

Copies to the Conference

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

CHAMBERS OF
JUSTICE JOHN PAUL STEVENS

December 12, 1977

Re: 76-1476 - Bateson v. U.S. ex rel. Board of
Trustees of the National Automatic
Sprinkler Industry Pension Fund

Dear Bill:

Yes, I will be happy to prepare a dissent.

Respectfully,



Mr. Justice Brennan

Wm Brennan
Dec 77

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

CHAMBERS OF
JUSTICE JOHN PAUL STEVENS

January 3, 1978

Re: 76-1476 - Bateson v. United States ex rel.
Board of Trustees of the National Automatic
Sprinkler Industry Pension Fund et al.

Dear Thurgood:

Although you have written a most persuasive opinion, I would still like to try my hand at a dissent taking the position that the coverage should extend to all persons who perform labor on the project.

Respectfully,



Mr. Justice Marshall

Copies to the Conference

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

From: Mr. Justice Stevens

Circulated: **JAN 20 1978**

Recirculated: _____

2nd DRAFT

SUPREME COURT OF THE UNITED STATES

No. 76-1476

J. W. Bateson Company, Inc.,
et al., Petitioners,
v.

United States ex rel. Board of
Trustees of the National Au-
tomatic Sprinkler Industry
Pension Fund et al.

On Writ of Certiorari to
the United States Court
of Appeals for the Dis-
trict of Columbia Cir-
cuit.

[February —, 1978]

MR. JUSTICE STEVENS, dissenting.

Reading the word "subcontractor" as narrowly as the Court does creates a system of protection for construction workers that I cannot believe Congress intended. It drives a wedge between employees working side-by-side on tasks equally vital to "the prosecution of the work." 40 U. S. C. § 270a (a) (2). Under the Court's reading, those who work for the general contractor or for a "first-tier" subcontractor are protected by the bond; those who work for other subcontractors are unprotected.

The Court's construction of the statute derives strong support from the statement in the Committee reports distinguishing between "sub-subcontractors" and "more remote relationships." Nevertheless, I am persuaded that contrary evidence of congressional intent outweighs the isolated statement upon which the Court's decision primarily rests. I shall therefore first explain why I think the Act protects every person who has supplied labor or material in the prosecution of the work provided for in the prime contract. Thereafter, I shall explain why I believe the excerpt from the Committee reports does not compel a contrary conclusion.

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P-1

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

From: Mr. Justice Stevens

Circulated: _____

Recirculated: JAN 26 1978

3rd DRAFT

SUPREME COURT OF THE UNITED STATES

No. 76-1476

J. W. Bateson Company, Inc.,
et al., Petitioners,
v.
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Trustees of the National Au-
tomatic Sprinkler Industry
Pension Fund et al.

On Writ of Certiorari to
the United States Court
of Appeals for the Dis-
trict of Columbia Cir-
cuit.

[February —, 1978]

MR. JUSTICE STEVENS, with whom MR. JUSTICE BRENNAN
joins, dissenting.

Reading the word "subcontractor" as narrowly as the Court does creates a system of protection for construction workers that I cannot believe Congress intended. It drives a wedge between employees working side-by-side on tasks equally vital to "the prosecution of the work." 40 U. S. C. § 270a (a)(2). Under the Court's reading, those who work for the general contractor or for a "first-tier" subcontractor are protected by the bond; those who work for other subcontractors are unprotected.

The Court's construction of the statute derives strong support from the statement in the Committee reports distinguishing between "sub-subcontractors" and "more remote relationships." Nevertheless, I am persuaded that contrary evidence of congressional intent outweighs the isolated statement upon which the Court's decision primarily rests. I shall therefore first explain why I think the Act protects every person who has supplied labor or material in the prosecution of the work provided for in the prime contract. Thereafter, I shall explain why I believe the excerpt from the Committee reports does not compel a contrary conclusion.

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

From: Mr. Justice Stevens

Circulated: _____

Re-circulated: JAN 31 78

4th DRAFT

SUPREME COURT OF THE UNITED STATES

No. 76-1476

J. W. Bateson Company, Inc.,
et al., Petitioners,
v.
United States ex rel. Board of
Trustees of the National Au-
tomatic Sprinkler Industry
Pension Fund et al.

On Writ of Certiorari to
the United States Court
of Appeals for the Dis-
trict of Columbia Cir-
cuit.

[February —, 1978]

MR. JUSTICE STEVENS, with whom MR. JUSTICE BRENNAN joins, dissenting.

The Court's narrow reading of the word "subcontractor" creates a system of protection for construction workers that I cannot believe Congress intended. It drives a wedge between employees working side-by-side on tasks equally vital to "the prosecution of the work." 40 U. S. C. § 270a (a)(2). Under the Court's reading, those who work for the general contractor or for a "first-tier" subcontractor are protected by the bond; those who work for other subcontractors are unprotected.

The Court's construction of the statute derives strong support from the statement in the Committee reports distinguishing between "sub-subcontractors" and "more remote relationships." Nevertheless, I am persuaded that contrary evidence of congressional intent outweighs the isolated statement upon which the Court's decision primarily rests. I shall therefore first explain why I think the Act protects every person who has supplied labor or material in the prosecution of the work provided for in the prime contract. Thereafter, I shall explain why I believe the excerpt from the Committee reports does not compel a contrary conclusion.