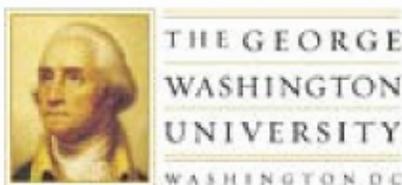


The Burger Court Opinion Writing Database

Ridgway v. Ridgway

454 U.S. 46 (1981)

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

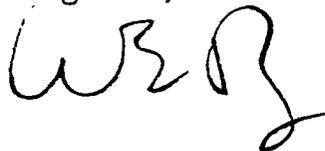
October 26, 1981

Re: No. 80-1070 - Ridgway v. Ridgway

Dear Harry:

I join.

Regards,

A handwritten signature in black ink, appearing to be 'WB', written in a cursive style.

Justice Blackmun

Copies to the Conference

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

CHAMBERS OF
JUSTICE WM. J. BRENNAN, JR.

October 27, 1981

RE: No. 80-1070 Ridgway v. Ridgway

Dear Harry:

I agree.

Sincerely,



Justice Blackmun

cc: The Conference

REPRODUCED FROM THE COLLECTIONS OF THE MANUSCRIPT DIVISION, LIBRARY OF CONGRESS

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

CHAMBERS OF
JUSTICE BYRON R. WHITE

October 24, 1981

Re: 80-1070 - Ridgway v. Ridgway

Dear Harry,

Join me, please.

Sincerely yours,



cpm

Justice Blackmun

Copies to the Conference

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

CHAMBERS OF
JUSTICE THURGOOD MARSHALL

October 26, 1981

Re: No. 80-1070 - Ridgway v. Ridgway

Dear Harry:

Please join me.

Sincerely,

T.M.
T.M.

Justice Blackmun

cc: The Conference

To: The Chief Justice
Justice Brennan
Justice White
Justice Marshall
Justice Powell
Justice Rehnquist
Justice Stevens
Justice O'Connor

0\$1070F 23-OCT-81 DICK

From: Justice Blackmun

Revised: OCT 28 1981

Re-circulated: _____

1st DRAFT

SUPREME COURT OF THE UNITED STATES

No. 80-1070

DONNA RIDGWAY AND PRUDENTIAL INSURANCE
COMPANY OF AMERICA, PETITIONERS *v.*
HAYLEY D. RIDGWAY ET AL.

ON WRIT OF CERTIORARI TO THE SUPREME JUDICIAL COURT
OF MAINE

[November —, 1981]

JUSTICE BLACKMUN delivered the opinion of the Court.

This case presents the issue whether an insured serviceman's beneficiary designation under a life policy issued pursuant to the Servicemen's Group Life Insurance Act of 1965 (SGLIA), Pub. L. 89-214, 79 Stat. 880, prevails over a constructive trust imposed upon the policy proceeds by a state court decree.

I

The Facts

Richard H. Ridgway was a career sergeant in the United States Army. April D. Ridgway was his wife. Richard and April were the parents of three children, Hayley, Laurie, and Brady, all minors. The Ridgways' marriage, however, ended with a divorce granted by a Maine court on December 7, 1977. The state divorce judgment, entered on April's complaint and apparently following property settlement negotiations, ordered Richard, among other things, to pay specified amounts monthly for the support of the three children. App. 13. It also ordered him

“to keep in force the life insurance policies on his life now outstanding for the benefit of the parties' three children.

Pages 12, 15
Footnotes 7-11 Renumbered
Stylistic Changes

To: The Chief Justice
Justice Brennan
Justice White
Justice Marshall
Justice Powell
Justice Rehnquist
Justice Stevens
Justice O'Connor

081070F rev. 11/2/81 spw

From: Justice Blackmun

Circulated: _____

Recirculated: NOV 3 1981

2nd DRAFT

SUPREME COURT OF THE UNITED STATES

No. 80-1070

DONNA RIDGWAY AND PRUDENTIAL INSURANCE
COMPANY OF AMERICA, PETITIONERS *v.*
HAYLEY D. RIDGWAY ET AL.

ON WRIT OF CERTIORARI TO THE SUPREME JUDICIAL COURT
OF MAINE

[November —, 1981]

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"to keep in force the life insurance policies on his life now outstanding for the benefit of the parties' three children.

✓

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

CHAMBERS OF
JUSTICE HARRY A. BLACKMUN

November 6, 1981

MEMORANDUM TO THE CONFERENCE

Re: No. 80-1070 - Ridgway v. Ridgway

In response to John's dissent, I propose two footnote additions. These are enclosed. The first will be dropped at the end of the first word in the fifth line on page 11 of the majority opinion. The second will be added to the present footnote 10 on page 15. Other footnote numbers will be revised accordingly.

I do not propose anything further in response to Lewis.

This case is tentatively marked to come down on Tuesday, November 10. If anyone wishes to put it over, that is all right with me.

Harry
—

(To be added at the end of the first word in the fifth line on page 11)

⁷JUSTICE STEVENS suggests that the "interest in permitting a serviceman to designate the beneficiary of his insurance policy [expressed in §770(a)] is not compromised" by the Maine court's decision. Post, at 10. While that may or may not be true as a matter of policy, the statute expressly commands that SGLIA proceeds go to the beneficiary or beneficiaries designated by the service member. And the implementing regulations expressly command that a "change of beneficiary ... will take effect only if it is in writing, signed by the insured and received [by the appropriate office] prior to the death of the insured," 38 CFR §916(d) (1980); "[n]o change or cancellation of beneficiary ... in a last will or testament, or in any other document shall have any force or effect unless such change is received by the appropriate office." §9.16(f). Yet JUSTICE STEVENS points to nothing in the language or history of the statute and regulations which suggests that Congress and the Administrator did not mean what they said.

(To be added to the present footnote 10 on page 15)

JUSTICE STEVENS, meanwhile, argues that "it is most unlikely that Congress intended §770(g) to operate as a bar to claims advanced by an insured's dependents for support," post, at 4, because "there is near uniformity in the views of commentators and courts that spendthrift clauses and exemption statutes do not bar a minor child's claim for support." Id., at 8. And he suggests that "[t]he federal interest incorporated within exemption statutes is an interest in preventing federally-supported benefits from satisfying claims of commercial creditors. Id., at 8-9.

While these are attractive arguments, neither of them survives close scrutiny. The more recent decisions, many involving facts almost identical to those before us, are virtually unanimous in concluding that the NSLIA anti-attachment provision overrides the contrary dictates of state family law. E.g., Hoffman v. United States, 391 F.2d 195 (CA9 1968) (anti-attachment provision overrides property settlement incorporated in divorce decree); Kimball v. United States, 304 F.2d 864 (CA6 1962) (same); Eldin v. United States, 157 F.Supp. 34 (SD Ill. 1957) (same); Williams v. Williams, 255 N.C. 315, 121 S.E.2d 536 (1961) (same); Fleming v. Smith, 69 Wash.2d 277, 284, 418 P.2d 147, 151 (1966) (same). Cf. United States v. Donall, 466 F.2d 1246 (CA6 1972); Taylor v. United States, 459 F.2d 1007 (CA9), cert. denied, 409 U.S. 967 (1972); Suydam v. United States, 131 U.S.App. D.C. 352, 404 F.2d 1329 (1968); Fitzstephens v. United States, 189 F.Supp. 919 (Wyo. 1960); Heifner v. Soderstrom, 134 F.Supp. 174 (ND Ia. 1955). And it was against the background of

Pages 11, 15-16
Footnotes 7-12 Renumbered

To: The Chief Justice
Justice Brennan
Justice White
Justice Marshall
Justice Powell
Justice Rehnquist
Justice Stevens
Justice O'Connor

081070F, 11-7-81, rev. Wilma

From: Justice Blackmun

Circulated: _____

Recirculated: NOV 9 1981

2nd DRAFT

SUPREME COURT OF THE UNITED STATES

No. 80-1070

DONNA RIDGWAY AND PRUDENTIAL INSURANCE
COMPANY OF AMERICA, PETITIONERS *v.*
HAYLEY D. RIDGWAY ET AL.

ON WRIT OF CERTIORARI TO THE SUPREME JUDICIAL COURT
OF MAINE.

[November 10, 1981]

JUSTICE BLACKMUN delivered the opinion of the Court.

This case presents the issue whether an insured service-
man's beneficiary designation under a life policy issued pur-
suant to the Servicemen's Group Life Insurance Act of 1965
(SGLIA), Pub. L. 89-214, 79 Stat. 880, prevails over a con-
structive trust imposed upon the policy proceeds by a state
court decree.

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Richard H. Ridgway was a career sergeant in the United
States Army. April D. Ridgway was his wife. Richard and
April were the parents of three children, Hayley, Laurie, and
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ended with a divorce granted by a Maine court on December
7, 1977. The state divorce judgment, entered on April's
complaint and apparently following property settlement ne-
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ified amounts monthly for the support of the three children.
App. 13. It also ordered him

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outstanding for the benefit of the parties' three children.

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pp. 15 + 16

0\$1070F, 11-7-81, rev. Wilma

To: The Chief Justice
Justice Brennan
Justice White
Justice Marshall
Justice Powell
Justice Rehnquist
Justice Stevens
Justice O'Connor

From: Justice Blackmun

Circulated: _____

Recirculated NOV 9 1981

4th DRAFT

SUPREME COURT OF THE UNITED STATES

No. 80-1070

DONNA RIDGWAY AND PRUDENTIAL INSURANCE
COMPANY OF AMERICA, PETITIONERS *v.*
HAYLEY D. RIDGWAY ET AL.

ON WRIT OF CERTIORARI TO THE SUPREME JUDICIAL COURT
OF MAINE

[November 10, 1981]

JUSTICE BLACKMUN delivered the opinion of the Court.

This case presents the issue whether an insured service-
man's beneficiary designation under a life policy issued pur-
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ended with a divorce granted by a Maine court on December
7, 1977. The state divorce judgment, entered on April's
complaint and apparently following property settlement ne-
gotiations, ordered Richard, among other things, to pay spec-
ified amounts monthly for the support of the three children.
App. 13. It also ordered him

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outstanding for the benefit of the parties' three children.

REPRODUCED FROM THE COLLECTIONS OF THE MANUSCRIPT DIVISION, LIBRARY OF CONGRESS

October 14, 1981

80-1070 Ridgway v. Ridgway

Dear John:

As you, Bill Rehnquist and I are in dissent in this case, I will try my hand on the fraud theory that I mentioned at Conference.

If I understand the theory you mentioned, I am afraid it will be difficult to reconcile with our decisions. But, if you write, you may possibly persuade me.

Sincerely,

Justice Stevens

lfp/ss

cc: Justice Rehnquist

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

CHAMBERS OF
JUSTICE LEWIS F. POWELL, JR.

October 26, 1981

80-1070 Ridgway v. Ridgway

Dear Harry:

Although I am impressed by the promptness with which you have circulated a thorough Court opinion, I will probably circulate a dissent.

Sincerely,



Justice Blackmun

lfp/ss

cc: The Conference

The Chief Justice
Justice Brennan
Justice White
Justice Marshall ✓
Justice Blackmun
Justice Rehnquist
Justice Stevens
Justice O'Connor

0\$1070G-DICK—29-OCT-81—rev.

FROM: Justice Powell

OCT 30 1981

1st DRAFT

SUPREME COURT OF THE UNITED STATES

No. 80-1070

DONNA RIDGWAY AND PRUDENTIAL INSURANCE
COMPANY OF AMERICA, PETITIONERS *v.*
HAYLEY D. RIDGWAY ET AL.

ON WRIT OF CERTIORARI TO THE SUPREME JUDICIAL COURT
OF MAINE

[October —, 1981]

JUSTICE POWELL, dissenting.

I agree with the Court that the Servicemen's Group Life Insurance Act of 1965 (SGLIA or the Act) broadly preempts state law. But the Court agrees, as it must in light of previous decisions, that the preemptive power of this Act does not extend to cases of fraud or breach of trust. *Ante*, at 11, citing *Yiatchos v. Yiatchos*, 376 U. S. 306, 309 (1966).¹ See also *Free v. Bland*, 369 U. S. 663, 670 (1962) (preemption may not be used to create a "sanctuary for a wrongdoer's

¹The Court does find a "fundamental distinction," *ante* at 12, between this case and the application of the fraud exception to the saving bond program in *Yiatchos*. If there is a distinction, the principle of not allowing federal preemption to shield fraud or breach of trust is equally applicable. *Hisquierdo v. Hisquierdo*, 439 U. S. 472, 582 (1979). As do the SGLI provisions in this case, the savings bond regulations in *Yiatchos* bestowed upon the bond purchaser—irrespective of the source of his purchasing funds—an apparently absolute and preemptive federal right to designate who would benefit from the federal program upon his death. See *Free v. Bland*, 369 U. S. 663, 669 (1962). And as in this case, the party suffering from the exercise of this preemptive right claimed, as a matter of state law, to have a "shared" right to the asset in question. Indeed, in this case that state law claim is stronger than in *Yiatchos*, since April and her children assert (under the state property settlement and divorce decree) an exclusive right to the entire SGLI policy—not a "shared" interest conferred by state community property law.

0\$1070G rev. 11/2/81 spw

The Chief Justice
 Justice Brennan
 Justice White
 Justice Marshall ✓
 Justice Blackmun
 Justice Rehnquist
 Justice Stevens
 Justice O'Connor

From: Justice Powell

Circulated: _____

Re-circulated: NOV 3 1981

2nd DRAFT

SUPREME COURT OF THE UNITED STATES

No. 80-1070

DONNA RIDGWAY AND PRUDENTIAL INSURANCE
 COMPANY OF AMERICA, PETITIONERS *v.*
 HAYLEY D. RIDGWAY ET AL.

ON WRIT OF CERTIORARI TO THE SUPREME JUDICIAL COURT OF MAINE

[November —, 1981]

JUSTICE POWELL, with whom JUSTICE REHNQUIST joins, dissenting.

I agree with the Court that the Servicemen's Group Life Insurance Act of 1965 (SGLIA or the Act) broadly preempts state law. But the Court agrees, as it must in light of previous decisions, that the preemptive power of this Act does not extend to cases of fraud or breach of trust. *Ante*, at 11, citing *Yiatchos v. Yiatchos*, 376 U. S. 306, 309 (1966).¹ See also *Free v. Bland*, 369 U. S. 663, 670 (1962) (preemption

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To: The Chief Justice
Justice Brennan
Justice White
Justice Marshall
Justice Blackmun
Justice Rehnquist
Justice Stevens
Justice O'Connor

1, 6-7
nn. 1, 3, 6

0\$1070G rev. 06-NOV-81 DRB

From: Justice Powell

Circulated: _____

Recirculated: NOV 6 1981

3rd DRAFT

SUPREME COURT OF THE UNITED STATES

No. 80-1070

DONNA RIDGWAY AND PRUDENTIAL INSURANCE
COMPANY OF AMERICA, PETITIONERS *v.*
HAYLEY D. RIDGWAY ET AL.

ON WRIT OF CERTIORARI TO THE SUPREME JUDICIAL COURT
OF MAINE

[November —, 1981]

JUSTICE POWELL, with whom JUSTICE REHNQUIST joins,
dissenting.

finds The Court holds that the Servicemen's Group Life Insurance Act of 1965 (SGLIA or the Act) broadly preempts state law. The Court also ~~agrees~~, as it must in light of previous decisions, that the preemptive power of this Act does not extend to cases of fraud or breach of trust. *Ante*, at 11, citing *Yiatchos v. Yiatchos*, 376 U. S. 306, 309 (1966).¹ See also *Free v. Bland*, 369 U. S. 663, 670 (1962) (preemption may not

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

CHAMBERS OF
JUSTICE WILLIAM H. REHNQUIST

October 26, 1981

Re: No. 80-1070 Ridgway v. Ridgway

Dear Harry:

I shall await the dissent.

Sincerely,

Justice Blackmun

Copies to the Conference

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

CHAMBERS OF
JUSTICE WILLIAM H. REHNQUIST

November 2, 1981

Re: No. 80-1070 Ridgway v. Ridgway

Dear Lewis:

Please join me.

Sincerely,

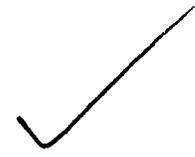


Justice Powell

Copies to the Conference

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

CHAMBERS OF
JUSTICE JOHN PAUL STEVENS



October 15, 1981

Re: 80-1070 - Ridgway v. Ridgway

Dear Lewis:

Thanks for your note. I will make an effort to persuade you that our prior decisions do not control this case. I think Tom Clark left the door wide open in his Wissner opinion.

Respectfully,

Justice Powell

cc: Justice Rehnquist

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

CHAMBERS OF
JUSTICE JOHN PAUL STEVENS

October 26, 1981

Re: 80-1070 - Ridgway v. Ridgway

Dear Harry:

As I suggested at Conference, Wissner recognized the distinction between commercial obligations and family obligations and rejected the community property claim asserted in that claim after placing it in the commercial category. Whether or not that analysis of community property law was correct, it seems to me that it precludes Wissner from having dispositive effect in this case.

The fact that federal law gives the serviceman a right to change beneficiaries does not really differentiate this insurance from most other insurance policies. A policy that denied the insured that right would be a strange animal.

In sum, since I remain convinced that there is no overriding federal interest that requires us to reject the State court's treatment of the issue, I will be circulating a dissent in a few days.

Respectfully,



Justice Blackmun

Copies to the Conference

0\$1070I 05-NOV-81 DRB

To: The Chief Justice
Justice Brennan
Justice White
Justice Marshall
Justice Blackmun
Justice Powell
Justice Rehnquist
Justice O'Connor

From: Justice Stevens

Circulated: NOV 5 '81

Recirculated: _____

1st DRAFT

SUPREME COURT OF THE UNITED STATES

No. 80-1070

**DONNA RIDGWAY AND PRUDENTIAL INSURANCE
COMPANY OF AMERICA, PETITIONERS, v.
HARLEY D. RIDGWAY ET AL.**

**ON WRIT OF CERTIORARI TO THE SUPREME JUDICIAL BENCH
OF MAINE**

[November —, 1981]

JUSTICE STEVENS, dissenting.

As a matter of state law, the Maine Supreme Judicial Court imposed a constructive trust on the proceeds of Sergeant Ridgway's life insurance. The trust effectuates a settlement agreement and an express judicial decree that commanded Ridgway to maintain the policy in effect for the benefit of his minor children.¹ The propriety of the imposition of a constructive trust under Maine law is, of course, not

¹The imposition of a constructive trust on these facts is common in the law, and has been recognized in cases in which no wrongdoing could be imputed to the designated beneficiary. *Simonds v. Simonds*, 45 N. Y. 2d 233, 380 N. E. 2d 189, 408 N. Y. S. 2d 359 (1978); *McKissick v. McKissick*, 93 Nev. 139, 560 P. 2d 1366 (1977); *Richards v. Richards*, 58 Wis. 2d 290, 206 N. W. 2d 134 (1973); see also G. Bogert, *Trusts & Trustees* § 475 (rev. 2d ed. 1978). As stated in *Simonds v. Simonds, supra*, 45 N. Y. 2d, at 242, 380 N. E. 2d, at 194, 408 N. Y. S. 2d, at 364 (citations omitted):

"Unjust enrichment, however, does not require the performance of any wrongful act by the one enriched. Innocent parties may frequently be unjustly enriched. What is required, generally, is that a party hold property 'under such circumstances that in equity and good conscience he ought not to retain it.' A bona fide purchaser of property upon which a constructive trust would otherwise be imposed takes free of the constructive trust, but a gratuitous donee, however innocent, does not."

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081070I, 11-9-81, DRB

7p. 2, 3, 8, 9

To: The Chief Justice
Justice Brennan
Justice White
Justice Marshall
Justice Rehnquist
Justice O'Connor

From: Justice Stevens

2nd
1st DRAFT

Circulated: _____
Recirculated: NOV 9 81

SUPREME COURT OF THE UNITED STATES

No. 80-1070

DONNA RIDGWAY AND PRUDENTIAL INSURANCE
COMPANY OF AMERICA, PETITIONERS, v.
HARLEY D. RIDGWAY ET AL.

ON WRIT OF CERTIORARI TO THE SUPREME JUDICIAL BENCH
OF MAINE

[November 10, 1981]

JUSTICE STEVENS, dissenting.

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