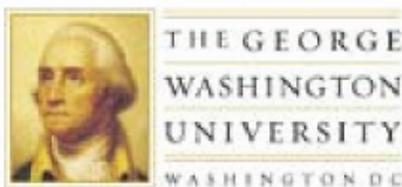


The Burger Court Opinion Writing Database

Griffin v. Oceanic Contractors, Inc.
458 U.S. 564 (1982)

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 3, 1982

Re: 81-614 - Griffin v. Oceanic Contractors, Inc.

MEMORANDUM TO THE CONFERENCE:

In part on the basis that the way to get rid of
a "bad law" is to enforce it, e.g., Snail Darter,
my vote is to reverse.

=
Regards,

WMB

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

CHAMBERS OF
THE CHIEF JUSTICE

JUN 2 5-10 1982

June 2, 1982

Re: No. 81-614 - Griffin v. Oceanic Contractors, Inc.

Dear Bill:

I join.

Regards,



Justice Rehnquist

Copies to the Conference

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

CHAMBERS OF
JUSTICE Wm. J. BRENNAN, JR.

May 19, 1982

MAY 21 1982

RE: No. 81-614 Griffin v. Oceanic Contractors, Inc.

Dear Bill:

I agree.

Sincerely,



Justice Rehnquist

cc: The Conference

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

CHAMBERS OF
JUSTICE BYRON R. WHITE

May 18, 1982

Re: 81-614 - Griffin v.
Oceanic Contractors, Inc.

Dear Bill,

I join.

Sincerely yours,



Justice Rehnquist

Copies to the Conference

cpm

85 MAY 18 1982

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

CHAMBERS OF
JUSTICE THURGOOD MARSHALL

May 19, 1982

Re: No. 81-614 - Griffin v. Oceanic Contractors, Inc.

Dear Bill:

Please join me.

Sincerely,



T.M.

Justice Rehnquist

cc: The Conference

May 18, 1982

Re: No. 81-614 - Griffin v. Oceanic Contractors, Inc.

Dear John:

You and I were alone in dissent in this case. My notes indicate that you felt very strongly about what the result should be. Would you like to take on the dissent? I do not wish to overburden you, so would you let me know?

Sincerely,

HAB

Justice Stevens

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

June 22, 1982

CHAMBERS OF
JUSTICE HARRY A. BLACKMUN

Re: No. 81-614 - Griffin v. Oceanic Contractors, Inc.

Dear John:

Please join me in your dissent.

Sincerely,



Justice Stevens

cc: The Conference

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

CHAMBERS OF
JUSTICE LEWIS F. POWELL, JR.

May 19, 1982

81-614 Griffin v. Oceanic Contractors

Dear Bill:

Please join me.

Sincerely,



Justice Rehnquist

lfp/ss

cc: The Conference

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

From: **Justice Rehnquist**

Circulated: MAY 18 1982

Recirculated: _____

1st DRAFT

SUPREME COURT OF THE UNITED STATES

No. 81-614

**DANNY L. GRIFFIN, PETITIONER *v.* OCEANIC
CONTRACTORS, INC.**

**ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF
APPEALS FOR THE FIFTH CIRCUIT**

[May —, 1982]

JUSTICE REHNQUIST delivered the opinion of the Court.

This case concerns the application of 46 U. S. C. §596, which requires certain masters and vessel owners to pay seamen promptly after their discharge and authorizes seamen to recover double wages for each day that payment is delayed without sufficient cause. The question is whether the district courts, in the exercise of discretion, may limit the period during which this wage penalty is assessed, or whether imposition of the penalty is mandatory for each day that payment is withheld in violation of the statute.

I

On February 18, 1976, petitioner signed an employment contract with respondent in New Orleans, agreeing to work as a senior pipeline welder on board vessels operated by respondent in the North Sea. The contract specified that petitioner's employment would extend "until December 15, 1976 or until Oceanic's 1976 pipeline committal in the North Sea is fulfilled, whichever shall occur first." App. 41. The contract also provided that respondent would pay for transportation to and from the work site, but that if petitioner quit the job prior to its termination date, or if his services were terminated for cause, he would be charged with the cost of transportation back to the United States. Respondent reserved

p. 11

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

From: **Justice Rehnquist**

Circulated: _____

Recirculated: MAY 21 1982

2nd DRAFT

SUPREME COURT OF THE UNITED STATES

 No. 81-614

**DANNY L. GRIFFIN, PETITIONER v. OCEANIC
CONTRACTORS, INC.**

**ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF
APPEALS FOR THE FIFTH CIRCUIT**

[May —, 1982]

JUSTICE REHNQUIST delivered the opinion of the Court.

This case concerns the application of 46 U. S. C. §596, which requires certain masters and vessel owners to pay seamen promptly after their discharge and authorizes seamen to recover double wages for each day that payment is delayed without sufficient cause. The question is whether the district courts, in the exercise of discretion, may limit the period during which this wage penalty is assessed, or whether imposition of the penalty is mandatory for each day that payment is withheld in violation of the statute.

I

On February 18, 1976, petitioner signed an employment contract with respondent in New Orleans, agreeing to work as a senior pipeline welder on board vessels operated by respondent in the North Sea. The contract specified that petitioner's employment would extend "until December 15, 1976 or until Oceanic's 1976 pipeline committal in the North Sea is fulfilled, whichever shall occur first." App. 41. The contract also provided that respondent would pay for transportation to and from the work site, but that if petitioner quit the job prior to its termination date, or if his services were terminated for cause, he would be charged with the cost of transportation back to the United States. Respondent reserved

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

CHAMBERS OF
JUSTICE JOHN PAUL STEVENS

ES 2A 15 71 SS'

May 20, 1982

Re: 81-614 - Griffin v. Oceanic Contractors

Dear Bill:

In due course I shall circulate a dissent.

Respectfully,



Justice Rehnquist

Copies to the Conference

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

From: Justice Stevens

Circulated: JUN 27 '82

Recirculated: _____

1st DRAFT

SUPREME COURT OF THE UNITED STATES

No. 81-614

DANNY L. GRIFFIN, PETITIONER *v.*
OCEANIC CONTRACTORS, INC.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF
APPEALS FOR THE FIFTH CIRCUIT

[June —, 1982]

JUSTICE STEVENS, dissenting.

In final analysis, any question of statutory construction requires the judge to decide how the legislature intended its enactment to apply to the case at hand. The language of the statute is usually sufficient to answer that question, but "the reports are full of cases" in which the will of the legislature is not reflected in a literal reading of the words it has chosen.¹ In my opinion this is such a case.

Qualifying language in 46 U. S. C. § 596 supports a much narrower construction than the Court adopts. For over 50 years after the statute's most recent amendment in 1915, federal judges consistently construed it to avoid the absurd result the Court sanctions today. Their reading of the statute

¹ "It is a familiar rule, that a thing may be within the letter of the statute and yet not within the statute, because not within its spirit, nor within the intention of its makers. This has been often asserted, and the reports are full of cases illustrating its application. This is not the substitution of the will of the judge for that of the legislator, for frequently words of general meaning are used in a statute, words broad enough to include an act in question, and yet a consideration of the whole legislation, or of the circumstances surrounding its enactment, or of the absurd results which follow from giving such broad meaning to the words, makes it unreasonable to believe that the legislator intended to include the particular act." *Holy Trinity Church v. United States*, 143 U. S. 457, 459 (1892).

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

CHAMBERS OF
JUSTICE SANDRA DAY O'CONNOR

77 00 15 708 58*

May 21, 1982

No. 81-614 Griffin v. Oceanic Contractors

Dear Bill,

Please join me.

Sincerely,



Justice Rehnquist

Copies to the Conference