

ORDERS FROM APRIL 25 THROUGH  
JUNE 1, 1963

April 25, 1963

Appeal Dismissed

No. 82-8142. RAY & DEPARTMENT OF THE NAVY ET AL.  
Appeal from C. A. 9th Cir. dismissed for want of jurisdiction.  
Treating the papers wherein the appeal was taken as a petition.

Miscellaneous Orders

REPORTER'S NOTE

The next page is purposely numbered 901. The numbers between 794 and 901 were intentionally omitted, in order to make it possible to publish the orders with *permanent* page numbers, thus making the official citations available upon publication of the preliminary prints of the United States Reports.

No. A-812. MATTHEW ET AL. v. UNITED STATES.  
Application to recall and stay the mandate of the United States Court of Appeals for the Fifth Circuit, addressed to Justice Brennan and referred to the Court, denied.

No. D-585. IN RE DEMANDMENT OF LITZBERMAN. Dis-  
bursement entered. [For earlier order herein, see 438 U. S. 1127.]

No. D-586. IN RE DEMANDMENT OF COLEMAN. Dis-  
bursement entered. [For earlier order herein, see 438 U. S. 928.]

No. D-587. IN RE DEMANDMENT OF BROWN. Dis-  
bursement entered. [For earlier order herein, see 438 U. S. 935.]

\*For the Court's order approving *Bookman's* Edn., see vol. 2, 928.

sively, and their application to this case would not result in manifest injustice. The States entered into contractual-type agreements with the United States to disburse the money in accordance with specified conditions. The States had no legitimate claim to a right to be able to breach these agreements with impunity.<sup>2</sup> In the absence of any contrary congressional intent, agreements such as these are surely enforceable in a court of law. Therefore, at most, the 1978 Amendments merely changed the appropriate forum for litigating the Federal Government's claim that the agreements had been breached from a court of competent jurisdiction to an administrative tribunal. Because there is no manifest injustice in a simple change of venue, see also, e.g., 11-115, S. 3, *Hallmark v. Commerce*, 239 U. S. 505, 506 (1915), there is no bar to the retroactive application of the 1978 Amendments, and this case must be finally decided on its merits. The narrow question before the Court is whether it is at all reasonable to hold that the States were intended to be bound by the agreements. The answer will be found in the language of the agreements themselves. If a recipient has violated the Title I commitment, it is to be paid. Rather, it concerns the question whether the Secretary has the right to recover Title I funds under any circumstances. In my view, there is a significant question whether a State can be required to repay if it has committed no more than a technical violation of the agreement or if the state, of course, made a new regulation or construction of the statute issued after the State entered the program and had its plan approved.