

## Syllabus

NOTE: Where it is feasible, a syllabus (headnote) will be released, as is being done in connection with this case, at the time the opinion is issued. The syllabus constitutes no part of the opinion of the Court but has been prepared by the Reporter of Decisions for the convenience of the reader. See *United States v. Detroit Timber & Lumber Co.*, 200 U. S. 321, 337.

**SUPREME COURT OF THE UNITED STATES**

## Syllabus

ALABAMA *v.* BOZEMAN

## CERTIORARI TO THE SUPREME COURT OF ALABAMA

No. 00–492. Argued April 17, 2001– Decided June 11, 2001

The Interstate Agreement on Detainers (Agreement) creates uniform procedures for lodging and executing a detainer, *i.e.*, a legal order that requires a State to hold a currently imprisoned individual when he has finished serving his sentence so that he may be tried by a different State for a different crime. As relevant here, the Agreement provides that a State that obtains a prisoner for purposes of trial must try him within 120 days of his arrival, Art. IV(c), and if it returns him to his “original place of imprisonment” prior to that trial, charges “shall” be dismissed with prejudice, Art. IV(e). While respondent Bozeman was serving a federal prison sentence in Florida, the Covington County, Alabama, district attorney sought temporary custody of Bozeman to arraign him on firearms charges and to appoint counsel. When taken to Covington County, Bozeman spent the night in the county jail, appeared in local court the next morning, obtained local counsel, and was returned to federal prison that evening. About one month later, he was brought back to the county for trial. Bozeman’s counsel moved to dismiss the state charges on the ground that, because Bozeman had been “returned to the original place of imprisonment” (namely, the federal prison) “prior to” “trial” on state charges being “had,” in violation of Article IV(e), the local court had to dismiss the charges with prejudice in light of Art. IV(e)’s command as to remedy. Bozeman was convicted, and an appeals court affirmed. The State Supreme Court reversed, holding that the Agreement’s literal language controlled and required dismissal of the state charges.

*Held:* The literal language of Article IV(e) bars any further criminal proceedings when a defendant is returned to the original place of imprisonment before trial. Pp. 5–10.

(a) Alabama claims that Article IV(e)’s basic purpose is to prevent

## Syllabus

shuttling that would interrupt a prisoner's rehabilitation and that, since the one-day interruption here did not interrupt rehabilitation significantly any violation is "technical," "harmless," or "*de minimus*." However, the Agreement's language militates against an implicit exception, for it is absolute, as the word "shall" is ordinarily the language of command. *Anderson v. Yungkau*, 329 U. S. 482, 485. Moreover, the Agreement makes no distinction among different kinds of arrivals, *e.g.*, exempting those that are followed by return within a short, specified time period, or those that are simply for arraignment purposes. Pp. 5–7.

(b) Even assuming that the Agreement exempts violations that, viewed in terms of its purposes, are *de minimus*, the violation here could not qualify as trivial, because the "no return" provision's purpose cannot be a simple, direct effort to prevent the interruption of rehabilitation. Article IV(e)'s requirement that the prisoner remain in the county jail means that he will typically spend 120 days away from the sending State's rehabilitation programs, whereas returning him prior to trial— in violation of IV(e)— would permit him to participate in the sending State's program for some of those days. To call such a violation "technical," because it means fewer days spent away from the sending State, is to call virtually *every* conceivable antishuttling violation "technical." The Agreement may seek to remove rehabilitation obstructions in a different way: Requiring the receiving State to pay for the prisoner's incarceration during the pretrial period (pursuant to Article V) may give the State an incentive to shorten that period and dispose of detainees expeditiously. Alternatively, the Agreement's drafters may have sought to minimize the number of shuttles in the belief that the "shuttling" itself adds to the uncertainties obstructing rehabilitation programs, see Art. I. Regardless of the antishuttling remedy's original purpose, given the Agreement's absolute language, it is enough to explain why Alabama's view is not plausible and to point to other purposes more easily squared with Article IV(e)'s text and operation. Pp. 7–9.

(c) Alabama's additional claim that return to the sending State after a brief journey to the receiving State for pretrial purposes is helpful, not harmful, to the prisoner is a policy argument more appropriately addressed to legislatures. And the federal statutory provision to which the Solicitor General points governs only when the United States is a receiving State, which does not help Alabama's cause. Although this Court rejects Alabama's interpretation of the Agreement, a receiving State is not barred from returning a prisoner when it would be mutually advantageous and the prisoner accordingly waives his Article IV(e) rights. Pp. 9–10.

781 So. 2d 165, affirmed.

Syllabus

BREYER, J., delivered the opinion of the Court, Parts I, II–A, and II–C of which were unanimous, and Part II–B of which was joined by REHNQUIST, C. J., and STEVENS, O’CONNOR, KENNEDY, SOUTER, and GINSBURG, JJ.