

THOMAS, J., dissenting

SUPREME COURT OF THE UNITED STATES

No. 02–634

GREEN TREE FINANCIAL CORP., NKA CONSECO
FINANCE CORP., PETITIONER *v.* LYNN W.
BAZZLE, ETC., ET AL.

ON WRIT OF CERTIORARI TO THE SUPREME COURT OF SOUTH
CAROLINA

[June 23, 2003]

JUSTICE THOMAS, dissenting.

I continue to believe that the Federal Arbitration Act (FAA), 9 U. S. C. §1 *et seq.*, does not apply to proceedings in state courts. *Allied-Bruce Terminix Cos. v. Dobson*, 513 U. S. 265, 285–297 (1995) (THOMAS, J., dissenting). See also *Doctor’s Associates, Inc. v. Casarotto*, 517 U. S. 681, 689 (1996) (THOMAS, J., dissenting). For that reason, the FAA cannot be a ground for pre-empting a state court’s interpretation of a private arbitration agreement. Accordingly, I would leave undisturbed the judgment of the Supreme Court of South Carolina.