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 Lumber Co.,* 200 U. S. 321, 337.

SUPREME COURT OF THE UNITED STATES

Syllabus

DEAL *v.* UNITED STATES

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

No. 91–8199. Argued March 1, 1993—Decided May 17, 1993

On the basis of his use of a gun in committing six bank robberies on different dates, petitioner Deal was convicted, in a single proceeding, of six counts of carrying and using a firearm during and in relation to a crime of violence in violation of 18 U. S. C. §924(c)(1). Section 924(c)(1) prescribes a 5-year prison term for the first such conviction (in addition to the punishment provided for the crime of violence) and requires a 20-year sentence ``[i]n the case of [a] second or subsequent conviction under this subsection.'' The District Court sentenced Deal to 5 years imprisonment on the first §924(c)(1) count and to 20 years on each of the five other counts, the terms to run consecutively. The Court of Appeals affirmed.

Held: Deal's second through sixth convictions in a single proceeding arose ``[i]n the case of his second or subsequent conviction'' within the meaning of §924(c)(1). There is no merit to his contention that the language of §924(c)(1) is facially ambiguous and should therefore be construed in his favor under the rule of lenity. In context, ``conviction'' unambiguously refers to the finding of guilt that necessarily precedes the entry of a final judgment of conviction. If it referred, as Deal contends, to ``judgment of conviction,'' which by definition includes both the adjudication of guilt and the sentence, the provision would be incoherent, prescribing that a sentence which has already been imposed shall be 5 or 20 years longer than it was. Deal's reading would have the strange consequence of giving a prosecutor unreviewable discretion either to impose or to waive the enhanced sentence by opting to charge and try a defendant either in separate prosecutions or under a single multicount indictment. The provision also cannot be read to impose an enhanced sentence only for an offense committed after a previous sentence has become final. While

lower courts have held that statutes providing enhancement for ``subsequent offenses'' apply only when a second offense has been committed after conviction for the first, those decisions depend on the fact that it cannot legally be known that an ``offense'' has been committed until there has been a conviction. The present statute does not use the term ``offense,'' and so does not require a criminal act after the first conviction; it merely requires a conviction after the first conviction. Nor is the rule of lenity called for on grounds that the total length of Deal's sentence (105 years) is ``glaringly unjust.'' Under any conceivable reading of §924(c)(1), some criminals convicted of six armed bank robberies would receive a sentence of that length. It is not ``glaringly unjust'' to refuse to give Deal a lesser sentence merely because he escaped apprehension and conviction until the sixth crime had been committed. Pp. 2–8.

DEAL *v.* UNITED STATES

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954 F. 2d 262, affirmed.

SCALIA, J., delivered the opinion of the Court, in which REHNQUIST, C. J., and WHITE, KENNEDY, SOUTER, and THOMAS, JJ., joined. STEVENS, J., filed a dissenting opinion, in which BLACKMUN and O'CONNOR, JJ., joined.