

The Burger Court Opinion Writing Database

Port of Boston Marine Terminal Assoc. v. Rederiaktiebolaget Transatlantic

400 U.S. 62 (1970)

Paul J. Wahlbeck, George Washington University
James F. Spriggs, II, Washington University
Forrest Maltzman, George Washington University



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

CHAMBERS OF
THE CHIEF JUSTICE

December 2, 1970

Re: No. 99 - Port of Boston Marine Terminal Association
v. Rederiaktiebolaget Transatlantic

Dear Thurgood:

Please join me in your opinion in the above.

Regards,

W B

Mr. Justice Marshall

cc: The Conference

REPRODUCED FROM THE COLLECTION OF THE MANUSCRIPT DIVISION, LIBRARY OF CONGRESS

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

CHAMBERS OF
JUSTICE HUGO L. BLACK

November 30, 1970

Dear Thurgood,

Re: No. 99- Port of Boston Marine
Terminal Assoc. v. Rederiaktiebolaget
Transatlantic.

I agree.

Sincerely



H. L. B.

Mr. Justice Marshall

cc: Members of the Conference

BPJ

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

CHAMBERS OF
JUSTICE WILLIAM O. DOUGLAS

November 24, 1970

Dear Thurgood:

I voted the other way in
No. 99. But I have read your opinion
and so far as I can tell it does not
interfere with my ideas on busing in the
school cases, so I acquiesce.

W. O. D.

will

Mr. Justice Marshall

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TM

November 24, 1970

Re: No. 99 - Marine Terminal v. Rederi
Transatlantic

Dear Thurgood:

Your method of treating this case satisfies
me, and I am glad to join your opinion.

Sincerely,

J. M. H.

Mr. Justice Marshall

CC: The Conference

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

CHAMBERS OF
JUSTICE WM. J. BRENNAN, JR.

November 30, 1970

RE: No. 99 - Port of Boston Marine Terminal
Association, et al. v. Rederiaktiebolaget
Transatlantic

Dear Thurgood:

I agree with your opinion in the above
case.

Sincerely,

Bill

Mr. Justice Marshall

cc: The Conference

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

CHAMBERS OF
JUSTICE POTTER STEWART

November 24, 1970

RE: No. 99 - Marine Terminal v. Rederi Transatlantic

Dear Thurgood,

I am glad to join your opinion for the Court in this case, with two minor suggestions.

Since two different courts of appeals are involved, for the benefit of the casual reader I think it might be well to add "for the First Circuit" after "Court of Appeals" in the second line of the first full paragraph on page 5.

By the same token, I suggest that you substitute the word "any" for "the" as the first word of the next to last line of the opinion on page 9.

Sincerely yours,

P.S.
✓

Mr. Justice Marshall

Copies to the Conference

REPRODUCED FROM THE COLLECTIONS OF THE MANUSCRIPT DIVISION, LIBRARY OF CONGRESS

November 25, 1970

Re: No. 99 - Port of Boston Marine
Terminal Assn v. Nederi.

Dear Thurgood:

Please join me in your opinion
for this case.

Sincerely,

B.R.W.

Mr. Justice Marshall

cc: The Conference

REPRODUCED FROM THE COLLECTIONS OF THE MANUSCRIPT DIVISION, LIBRARY OF CONGRESS

To: The Chief Justice
Mr. Justice Black
Mr. Justice Douglas
Mr. Justice Harlan
Mr. Justice Brennan
Mr. Justice Stewart
Mr. Justice White
Mr. Justice Blackmun

Agard

SUPREME COURT OF THE UNITED STATES

John Marshall, J.

No. 99.—OCTOBER TERM, 1970

Circulated: NOV 24 1970

Recirculated: _____

Port of Boston Marine
Terminal Association
et al., Petitioners,
v.
Rederiaktiebolaget
Transatlantic.

On Writ of Certiorari to the
United States Court of Ap-
peals for the First Circuit.

[November —, 1970]

MR. JUSTICE MARSHALL delivered the opinion of the Court.

The underlying dispute here is whether vessel owners or consignees will pay charges¹ for cargo left on the wharves at the Port of Boston. But the central question we face is whether a resolution of this dispute by the Federal Maritime Commission is binding on respondent. We believe that the Court of Appeals was in error in holding that the Commission's determination was not binding. Accordingly, we reverse.

The Port of Boston Marine Terminal Association is a conference of maritime terminal operators acting pursuant to an agreement² approved in 1962 by the Federal Maritime Commission.³ Prior to 1964, the Terminal

¹ The charge involved here is called "wharf demurrage" and is the charge assessed when cargo remains on the pier or wharf after five days, the free time at the Port of Boston. See n. 5, *infra*.

² Agreement No. 8785. The agreement set out the basic scheme for the protected price fixing engaged in by the terminal operators.

³ See § 15 of the Shipping Act, 46 U. S. C. § 814.

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To: The Chief Justice
Mr. Justice Black
Mr. Justice Douglas
Mr. Justice Harlan
Mr. Justice Brennan
Mr. Justice Stewart
Mr. Justice White
Mr. Justice Blackmun

SUPREME COURT OF THE UNITED STATES

From: Marshall, J.

No. 99.—OCTOBER TERM, 1970

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Recirculated: DEC 2 1970

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Rederiaktiebolaget
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To: The Chief Justice
Mr. Justice Black
Mr. Justice Douglas
Mr. Justice Harlan
Mr. Justice Brennan
Mr. Justice Stewart
Mr. Justice White
Mr. Justice Blackmun

4

SUPREME COURT OF THE UNITED STATES

From: Marshall, J.

Circulated: _____

No. 99.—OCTOBER TERM, 1970

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Port of Boston Marine
Terminal Association
et al., Petitioners,
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To: The Chief Justice
Mr. Justice Black
Mr. Justice Douglas
Mr. Justice Harlan
Mr. Justice Brennan
Mr. Justice Stewart
Mr. Justice White
Mr. Justice Blackmun

NOTICE: This opinion is subject to formal revision before publication in the preliminary print of the United States Reports. Readers are requested to notify the Reporter of Decisions, Supreme Court of the United States, Washington, D.C. 20543, of any typographical or other formal errors, in order that corrections may be made before the preliminary print goes to press.

SUPREME COURT OF THE UNITED STATES

From: Marshall, J.

Circulated: DEC 7 1970

No. 99.—OCTOBER TERM, 1970

Recirculated: _____

Port of Boston Marine
Terminal Association
et al., Petitioners,
v.
Rederiaktiebolaget
Transatlantic.

On Writ of Certiorari to the
United States Court of Ap-
peals for the First Circuit.

[December 8, 1970]

MR. JUSTICE MARSHALL delivered the opinion of the Court.

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³ See § 15 of the Shipping Act, 46 U. S. C. § 814.

November 27, 1970

Re: No. 99 - Port of Boston Marine Terminal Assn.
v. Rederiaktiebolaget Transatlantic

Dear Thurgood

Please join me in your proposed opinion for
this case.

Sincerely,

H. A. B.

Mr. Justice Marshall

cc: The Conference