

# 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

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

SPJA

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.

W/

Mr. Justice Marshall

TM

November 24, 1970

Re: No. 98 - Marlee 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

November 25, 1970

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

Dear Thurgood:

Please join me in your opinion  
for this case.

Sincerely,

B.R.W.

Mr. Justice Marshall

cc: The Conference

*Carry*

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

2

## SUPREME COURT OF THE UNITED STATES

No. 99.—OCTOBER TERM, 1970

Marshall, J. 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 charges<sup>1</sup> 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 agreement<sup>2</sup> approved in 1962 by the Federal Maritime Commission.<sup>3</sup> Prior to 1964, the Terminal

<sup>1</sup> 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*.

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

<sup>3</sup> See § 15 of the Shipping Act, 46 U. S. C. § 814.

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

3

From: Marshall, J.

No. 99.—OCTOBER TERM, 1970

Circulated:

Recirculated: DEC 2 1970

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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

From: Marshall, J.

## SUPREME COURT OF THE UNITED STATES

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## STYLISTIC CHANGES THROUGHOUT.

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

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 Terminal Association  
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On Writ of Certiorari to the  
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[December 8, 1970]

MR. JUSTICE MARSHALL delivered the opinion of the Court.

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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