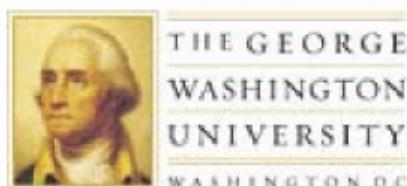


The Burger Court Opinion Writing Database

The Bremen v. Zapata Off-Shore Co.
407 U.S. 1 (1972)

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



Please from me

Mr. Justice Douglas
Mr. Justice Brennan
Mr. Justice Stewart
Mr. Justice White
Mr. Justice Marshall
Mr. Justice Blackmun
Mr. Justice Powell
Mr. Justice Rehnquist

1st DRAFT

From the Supreme Justice

Circulated: JUN 2 1972

Recirculated:

No. 71-322

M/S Bremen and Unterweser
Reederei, GMBH,
Petitioners,
v.
Zapata Off-Shore Company.

On Writ of Certiorari to
the United States Court
of Appeals for the Fifth
Circuit.

[June —, 1972]

MR. CHIEF JUSTICE BURGER delivered the opinion of the Court.

We granted certiorari to review a judgment of the United States Court of Appeals for the Fifth Circuit declining to enforce a forum selection clause governing disputes arising under an international towage contract between petitioner and respondent. The Circuits have differed in their approach to such clauses.¹ For the reasons stated hereafter, we vacate the judgment of the Court of Appeals.

In November 1967, respondent Zapata, a Houston-based American corporation, contracted with petitioner Unterweser, a German corporation, to tow Zapata's ocean-going, self-elevating drilling rig Chaparral from Louisiana to a point off Ravenna, Italy, in the Adriatic Sea where Zapata had agreed to drill certain wells.

¹ Compare, e. g., *Central Contracting Co. v. Maryland Casualty Co.*, 367 F. 2d 341 (CA3 1966), and *Wm. H. Muller & Co. v. Swedish American Line Ltd.*, 224 F. 2d 806 (CA2), cert. denied, 350 U. S. 903 (1955), with *Carbon Black Export, Inc. v. The SS Monrosa*, 254 F. 2d 297 (CA5 1958), cert. dismissed, 359 U. S. 180 (1959).

To: The Chief Justice
Mr. Justice Brennan
Mr. Justice Stewart
Mr. Justice White
Mr. Justice Marshall
Mr. Justice Blackmun
Mr. Justice Powell
Mr. Justice Rehnquist

From: DeGrazia, J.

2nd DRAFT

Circulated: 6-3

SUPREME COURT OF THE UNITED STATES

ED STATES Recirculated: _____

No. 71-322

M/S Bremen and Unterweser
Reederei, GMBH,
Petitioners,
v.
Zapata Off-Shore Company. } On Writ of Certiorari to
the United States Court
of Appeals for the Fifth
Circuit.

[June —, 1972]

MR. JUSTICE DOUGLAS, dissenting.

Petitioner contracted with respondent to tow respondent's drilling barge from Louisiana to Italy. The towage contract contained a "forum selection clause" providing that any dispute must be litigated before the High Court of Justice in London, England. While the barge was being towed in the Gulf of Mexico a casualty was suffered. The tow made for Tampa Bay, the nearest port, where respondent brought suit for damages in the District Court.

Petitioner sued respondent in the High Court of Justice in London, which denied respondent's motion to dismiss.

Petitioner, having previously moved the District Court to dismiss, filed a complaint in that court seeking exoneration or limitation of liability as provided in 46 U. S. C. § 185. Respondent filed its claim in the limitation proceedings, asserting the same cause of action as in its original action. Petitioner then filed objections to respondent's claim and counterclaimed against respondent, alleging the same claims embodied in its English action plus an additional salvage claim.

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

CHAMBERS OF
JUSTICE WM. J. BRENNAN, JR.

June 5, 1972

RE: No. 71-322 - M/S Bremen v. Zapata
Off-Shore

Dear Chief:

I agree.

Sincerely,



The Chief Justice

cc: The Conference

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

CHAMBERS OF
JUSTICE POTTER STEWART

June 5, 1972

No. 71-322 - M/S Bremen v. Zapata

Dear Chief,

I am glad to join your opinion in
this case.

Sincerely yours,

P. S.

The Chief Justice

Copies to the Conference

To: The Chief Justice
Mr. Justice Douglas
Mr. Justice Brennan
Mr. Justice Stewart
~~Mr. Justice Marshall~~
Mr. Justice Blackmun
Mr. Justice Powell
Mr. Justice Rehnquist

1st DRAFT

SUPREME COURT OF THE UNITED STATES

No. 71-322

Docket: White, J. Circulated: 6-7-72

Recirculated: _____

M/S Bremen and Unterweser
Reederei, GMBH,
Petitioners,
v.
Zapata Off-Shore Company.

On Writ of Certiorari to
the United States Court
of Appeals for the Fifth
Circuit.

[June —, 1972]

MR. JUSTICE WHITE, concurring.

In concur in the opinion and judgment of the Court except insofar as it comments on the issues which it remands to the District Court. In my view these issues are best left for consideration by the District Court in the first instance.

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

CHAMBERS OF
JUSTICE THURGOOD MARSHALL

June 5, 1972

Re: No. 71-322 - M/S Bremen v. Zapata Off-Shore

Dear Chief:

Please join me.

Sincerely,


T.M.

The Chief Justice

cc: Conference

Supreme Court of the United States
Washington, D. C. 20543CHAMBERS OF
JUSTICE HARRY A. BLACKMUN

June 5, 1972

Re: No. 71-322 - M/S Bremen v. Zapata
Off-Shore Co.

Dear Chief:

Please join me.

Sincerely,

H.A.B.

The Chief Justice

cc: The Conference

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

CHAMBERS OF
JUSTICE LEWIS F. POWELL, JR.

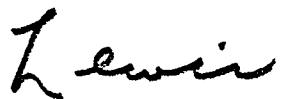
June 6, 1972

Re: No. 71-322 M/S Bremen v. Zapata

Dear Chief:

Please join me.

Sincerely,



The Chief Justice

cc: The Conference

Supreme Court of the United States

Washington, D. C. 20543

CHAMBERS OF
JUSTICE WILLIAM H. REHNQUIST

June 6, 1972

Re: No. 71-322 - Bremen v. Zapata

Dear Chief:

Please join me.

Sincerely,



The Chief Justice

Copies to the Conference