

The Supreme Court - March 30, 2020

Today, the Supreme Court of the United States issued the following opinion:

CITGO Asphalt Refining Co. v. Frescati Shipping Co., No. 18-565: This admiralty suit involves the meaning of a maritime contract's "safe-berth clause," which obligated the company chartering the vessel (here, petitioner CITGO Asphalt Refining Company ("CARCO")) to select a "safe" berth allowing the ship to come and go "always safely afloat." The question here was whether the safe-berth clause is a warranty of safety that imposes liability for an unsafe berth regardless of CARCO's diligence in selecting the berth. The United States and the vessel's owner, Frescati Shipping Company, both alleged that CARCO had breached the safe-berth clause when an abandoned anchor in the Delaware River punctured the hull of the vessel CARCO had chartered and that CARCO was thus liable to them for the cleanup costs they had incurred. The Third Circuit found for Frescati and the United States. Today, the Court affirmed, holding that the safe-berth clause is a warranty of safety, imposing liability for an unsafe berth regardless of CARCO's diligence in selecting the berth. Justice Sotomayor authored the Court's opinion. Justice Thomas dissented, joined by Justice Alito.

The Court's decision is available [here](#).

Today, the Supreme Court of the United States granted certiorari in the following case:

Brownback v. King, No. 19-546: Whether a final judgment in favor of the United States in an action brought under the Federal Tort Claims Act ("FTCA"), 28 U.S.C. §1346(b)(1), on the ground that a private person would not be liable to the claimant under state tort law for the injuries alleged, bars a claim under *Bivens v. Six Unknown Named Agents of Federal Bureau of Narcotics*, 403 U.S. 388 (1971), that is brought by the same claimant, based on the same injuries, and against the same governmental employees whose acts gave rise to the claimant's FTCA claim.

Related Capabilities

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