18-565 CITGO ASPHALT REFINING CO. V. FRESCATI SHIPPING CO., LTD.

DECISION BELOW: 886 F3d 291

LOWER COURT CASE NUMBER: 16-3470, 16-3552, 16-3867, 16-3868

QUESTION PRESENTED:

Whether under federal maritime law a safe berth clause in a voyage charter contract is a guarantee of a ship's safety, as the Third Circuit below and the Second Circuit have held, or a duty of due diligence, as the Fifth Circuit has held.

CERT. GRANTED 4/22/2019