10-1983

Helicoptieros Nationales de Colombia, S.A. v. Hall

Lewis F. Powell Jr.

82-1127 Helicopteros

General (personal) juris - ~~does~~ did not exist
It requires a presence in a state
somewhat analogous to the presence
of a resident: i.e. that justifies
juris. in any kind of suit. World-Wide Volkswagen
not

Special juris - close case, but probably not.
This may arise from a Δ's
particular contacts w/in the state
Parties in this case have largely
ignored distinction bet. "general"
& "special juris"

No S/Ct cases ~~define~~ identify
standard to be applied.

It has been suggested that:
"The activity that is said to
be the necessary 'contact'
must be a required element
of the Π's substantive case".

Examples: "libel" suit ok where published
(2) ctt. suit where made, performed
or breached.
(3) real estate title case where
prop. located or title
changed.

There was Resp's argument

Resp. conceded the suit (negligence of pilot) did not arise from "contacts" in Tex.

Π standard

Cause of action here did not arise out of any Tex. contacts.

Rev 8-1

No. 82-1127, Helicopteros v. Hall Conf. 11/11/83

The Chief Justice Rev.

Int. Shoe recognized that whether contacts are substantial in forum state is controlling. Here they were not.

Perkins is to be contrasted.

Mere purchase of goods in a state is not enough.

International trade would be affected

Justice Brennan Aff'm

Close case. But Π's were employees of ~~[redacted]~~ the Joint Venture. Also Δ's contacts in Tex. were substantial. Purchased helicopters, employees trained, ctt negotiated in Texas.

Perkins supports affirmance.

Justice White Rev

Too thin a case to support gen. juris.

Nor did cause of action arise out of anything that happened in Tex.

(I agree with B R W)

Justice Marshall Rev.

Agree with BRW

Justice Blackmun Rev

Rosenberg: purchases not enough.
Other contacts not sufficient

Justice Powell Rev.

See my notes

Justice Rehnquist Rev.

Decision is unfortunate for TTS.

But contacts in Tex not unfr. enough for gen. juris, & tort actions arose in S. America.

Justice Stevens Rev.

Agree

Justice O'Connor Rev

Agree

World wide Volkswagen relevant?

To: The Chief Justice
Justice Brennan
Justice White
Justice Marshall
Justice Powell
Justice Rehnquist
Justice Stevens
Justice O'Connor

From: **Justice Blackmun**

Circulated: _____

Recirculated: FEB 3 1984

STYLISTIC CHANGES
P. 10
Joe will draft a letter to HAB on "juris. by necessity"
LFP 2/5

2nd DRAFT

SUPREME COURT OF THE UNITED STATES

No. 82-1127

letter delivered 2/7

HELICOPTEROS NACIONALES DE COLOMBIA, S. A., PETITIONER *v.* ELIZABETH HALL ET AL.

ON WRIT OF CERTIORARI TO THE SUPREME COURT OF TEXAS

[February ——, 1984]

JUSTICE BLACKMUN delivered the opinion of the Court.

We granted certiorari in this case, —— U. S. —— (1983), to decide whether the Supreme Court of Texas correctly ruled that the contacts of a foreign corporation with the State of Texas were sufficient to allow a Texas state court to assert jurisdiction over the corporation in a cause of action not arising out of or related to the corporation's activities within the State.

I

Petitioner Helicopteros Nacionales de Colombia, S.A., (Helicol) is a Colombian corporation with its principal place of business in the city of Bogota in that country. It is engaged in the business of providing helicopter transportation for oil and construction companies in South America. On January 26, 1976, a helicopter owned by Helicol crashed in Peru. Four United States citizens were among those who lost their lives in the accident. Respondents are the survivors and representatives of the four decedents.

At the time of the crash, respondents' decedents were employed by Consorcio, a Peruvian consortium, and were working on a pipeline in Peru. Consorcio is the alter-ego of a joint venture named Williams-Sedco-Horn (WSH).[1] The

[1]The participants in the joint venture were Williams International Sudamericana, Ltd., a Delaware corporation; Sedco Construction Corporation, a Texas corporation; and Horn International, Inc., a Texas corporation.

venture had its headquarters in Houston, Tex. Consorcio had been formed to enable the venturers to enter into a contract with Petro Peru, the Peruvian state-owned oil company. Consorcio was to construct a pipeline for Petro Peru running from the interior of Peru westward to the Pacific Ocean. Peruvian law forbade construction of the pipeline by any non-Peruvian entity.

Consorcio/WSH[2] needed helicopters to move personnel, materials, and equipment into and out of the construction area. In 1974, upon request of Consorcio/WSH, the chief executive officer of Helicol, Francisco Restrepo, flew to the United States and conferred in Houston with representatives of the three joint venturers. At that meeting, there was a discussion of prices, availability, working conditions, fuel, supplies, and housing. Restrepo represented that Helicol could have the first helicopter on the job in 15 days. The Consorcio/WSH representatives decided to accept the contract proposed by Restrepo. Helicol began performing before the agreement was formally signed in Peru on November 11, 1974.[3] The contract was written in Spanish on official government stationery and provided that the residence of all the parties would be Lima, Peru. It further stated that controversies arising out of the contract would be submitted to the jurisdiction of Peruvian courts. In addition, it provided that Consorcio/WSH would make payments to Helicol's account with the Bank of America in New York City. App. 12a.

Aside from the negotiation session in Houston between Restrepo and the representatives of Consorcio/WSH, Helicol had other contacts with Texas. During the years 1970–1977, it purchased helicopters (approximately 80% of its fleet),

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spare parts, and accessories for more than $4,000,000 from Bell Helicopter Company in Fort Worth. In that period, Helicol sent prospective pilots to Fort Worth for training and to ferry the aircraft to South America. It also sent management and maintenance personnel to visit Bell Helicopter in Fort Worth during the same period in order to receive "plant familiarization" and for technical consultation. Helicol received into its New York City and Panama City, Fla., bank accounts over $5,000,000 in payments from Consorcio/WSH drawn upon First City National Bank of Houston.

Beyond the foregoing, there have been no other business contacts between Helicol and the State of Texas. Helicol never has been authorized to do business in Texas and never has had an agent for the service of process within the State. It never has performed helicopter operations in Texas or sold any product that reached Texas, never solicited business in Texas, never signed any contract in Texas, never had any employee based there, and never recruited an employee in Texas. In addition, Helicol never has owned real or personal property in Texas and never has maintained an office or establishment there. Helicol has maintained no records in Texas and has no shareholders in that State.[4] None of the respondents or their decedents were domiciled in Texas, Tr. of Oral Arg. 17, 18,[5] but all of the decedents were hired in

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[4] The Colombian national airline, Aerovias Nacionales de Colombia, owns approximately 94% of Helicol's capital stock. The remainder is held by Aerovias Corporacion de Viajes and four South American individuals. See Brief for Petitioner 2, n. 2.

[5] Respondents' lack of residential or other contacts with Texas of itself does not defeat otherwise proper jurisdiction. *Keeton* v. *Hustler Magazine, Inc.*, *post*, at —— (slip op. 9); *Calder* v. *Jones*, *post*, at —— (slip op. 5). We mention respondents' lack of contacts to show that nothing in the nature of the relationship between respondents and Helicol could possibly enhance Helicol's contacts with Texas. The harm suffered by respondents did not occur in Texas. Nor is it alleged that any negligence on the part of Helicol took place in Texas.

Houston by Consorcio/WSH to work on the Petro Peru pipeline project.

Respondents instituted wrongful death actions in the District Court of Harris County, Tex., against Consorcio/WSH, Bell Helicopter Company, and Helicol. Helicol filed special appearances and moved to dismiss the actions for lack of *in personam* jurisdiction over it. The motion was denied. After a consolidated jury trial, judgment was entered against Helicol on a jury verdict of $1,141,200 in favor of respondents.[6] App. 174a.

The Texas Court of Civil Appeals, Houston, First District, reversed the judgment of the District Court, holding that *in personam* jurisdiction over Helicol was lacking. 616 S. W. 2d 247 (1981). The Supreme Court of Texas, with three Justices dissenting, initially affirmed the judgment of the Court of Civil Appeals. App. to Pet. for Cert. 46a–62a. Seven months later, however, on motion for rehearing, the court withdrew its prior opinions and, again with three Justices dissenting, reversed the judgment of the intermediate court. 638 S. W. 2d 870 (1982). In ruling that the Texas courts had *in personam* jurisdiction, the Texas Supreme Court first held that the State's long-arm statute reaches as far as the Due Process Clause of the Fourteenth Amendment permits. *Id.*, at 872.[7] Thus, the only question remaining for the court to

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[6] Defendants Consorcio/WSH and Bell Helicopter Company were granted directed verdicts with respect to respondents' claims against them. Bell Helicopter was granted a directed verdict on Helicol's cross-claim against it. Consorcio/WSH, as cross-plaintiff in a claim against Helicol, obtained a judgment in the amount of $70,000.

[7] The State's long-arm statute is Tex. Rev. Civ. Stat. Ann., Art. 2031b (Vernon 1964 & Supp. 1982–1983). It reads in relevant part:

"Sec. 3. Any foreign corporation . . . that engages in business in this State, irrespective of any Statute or law respecting designation or maintenance of resident agents, and does not maintain a place of regular business in this State or a designated agent upon whom service may be made upon causes of action arising out of such business done in this State, the act or acts of engaging in such business within this State shall be deemed equiva-

decide was whether it was consistent with the Due Process Clause for Texas courts to assert *in personam* jurisdiction over Helicol. *Ibid.*

II

The Due Process Clause of the Fourteenth Amendment operates to limit the power of a State to assert *in personam* jurisdiction over a nonresident defendant. *Pennoyer* v. *Neff*, 95 U. S. 714 (1877). Due process requirements are satisfied when *in personam* jurisdiction is asserted over a nonresident corporate defendant that has "certain minimum contacts with [the forum] such that the maintenance of the suit does not offend 'traditional notions of fair play and substantial justice.'" *International Shoe Co.* v. *Washington*, 326 U. S. 310, 316 (1945), quoting *Milliken* v. *Meyer*, 311 U. S. 457, 463 (1940). When a controversy is related to or "arises out of" a defendant's contacts with the forum, the court has said that a "relationship among the defendant, the forum, and the litigation"

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lent to an appointment by such foreign corporation . . . of the Secretary of State of Texas as agent upon whom service of process may be made in any action, suit or proceedings arising out of such business done in this State, wherein such corporation . . . is a party or is to be made a party.

"Sec. 4. For the purposes of this Act, and without including other acts that may constitute doing business, any foreign corporation . . . shall be deemed doing business in this State by entering into contract by mail or otherwise with a resident of Texas to be performed in whole or in part by either party in this State, or the committing of any tort in whole or in part in this State. The act of recruiting Texas residents, directly or through an intermediary located in Texas, for employment inside or outside of Texas shall be deemed doing business in this State."

The last sentence of § 4 was added by 1979 Tex. Gen. Laws, ch. 245, § 1, and became effective Aug. 27, 1979.

The Supreme Court of Texas in its principal opinion relied upon rulings in *U-Anchor Advertising, Inc.* v. *Burt*, 553 S. W. 2d 760 (Tex. 1977); *Hoppenfeld* v. *Crook*, 498 S. W. 2d 52 (Tex. Civ. App. 1973); and *O'Brien* v. *Lanpar Co.*, 399 S. W. 2d 340 (Tex. 1966). It is not within our province, of course, to determine whether the Texas Supreme Court correctly interpreted the State's long-arm statute. We therefore accept that court's holding that the limits of the Texas statute are coextensive with those of the Due Process Clause.

is the essential foundation of *in personam* jurisdiction. *Shaffer* v. *Heitner*, 433 U. S. 186, 204 (1977).[8]

Even when the cause of action does not arise out of the foreign corporation's activities in the forum State,[9] due process is not offended by a State's subjecting the corporation to its *in personam* jurisdiction when there are sufficient contacts between the State and the foreign corporation. *Perkins* v. *Benguet Consolidated Mining Co.*, 342 U. S. 437 (1952); see *Keeton* v. *Hustler Magazine, Inc.*, *post*, at —— (slip op. 8–9). In *Perkins*, the Court addressed a situation in which state courts had asserted general jurisdiction over a defendant foreign corporation. During the Japanese occupation of the Philippine Islands, the president and general manager of a Philippine mining corporation maintained an office in Ohio from which he conducted activities on behalf of the company. He kept company files and held directors' meetings in the office, carried on correspondence relating to the business, distributed salary checks drawn on two active Ohio bank accounts, engaged an Ohio bank to act as transfer agent, and supervised policies dealing with the rehabilitation of the corporation's properties in the Philippines. In short, the foreign corporation, through its president, "ha[d] been carrying on in Ohio a continuous and systematic, but limited, part of its general business," and the exercise of general jurisdiction

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[8] It has been said that when a State exercises personal jurisdiction over a defendant in a suit arising out of the defendant's contacts with the forum, the State is exercising "specific jurisdiction" over the defendant. See von Mehren & Trautman, Jurisdiction to Adjudicate: A Suggested Analysis, 79 Harv. L. Rev. 1136, 1144–1164 (1966).

[9] When a State exercises personal jurisdiction over a defendant in a suit not arising out of the defendant's contacts with the forum, the forum State has been said to be exercising "general jurisdiction" over the defendant. See Brilmayer, How Contacts Count: Due Process Limitations on State Court Jurisdiction, 1980 S. Ct. Rev. 77, 80–81; von Mehren & Trautman, 79 Harv. L. Rev., at 1136–1144; *Calder* v. *Jones*, *post*, at —— (slip op. 3).

over the Philippine corporation by an Ohio court was "reasonable and just." 342 U. S., at 438, 445.

All parties to the present case concede that respondents' claims against Helicol did not "arise out of," and are not related to, Helicol's activities within Texas.[10] We thus must explore the nature of Helicol's contacts with the State of Texas to determine whether they constitute the kind of continuous and systematic general business contacts the Court found to exist in *Perkins*. We hold that they do not.

It is undisputed that Helicol does not have a place of business in Texas and never has been licensed to do business in the State. Basically, Helicol's contacts with Texas consisted of sending its chief executive officer to Houston for a contract-negotiation session; accepting into its New York bank account checks drawn on a Houston bank; purchasing helicopters, equipment, and training services from Bell Helicopter for substantial sums; and sending personnel to Bell's facilities in Fort Worth for training.

The one trip to Houston by Helicol's chief executive officer for the purpose of negotiating the transportation-services contract with Consorcio/WSH cannot be described or regarded as a contact of a "continuous and systematic" nature, as *Perkins* described it, see also *International Shoe Co.* v. *Washington*, 326 U. S., at 320, and thus cannot support an assertion of *in personam* jurisdiction over Helicol by a Texas court. Similarly, Helicol's acceptance from Consorcio/WSH of checks drawn on a Texas bank is of negligible significance for purposes of determining whether Helicol had sufficient contacts in Texas. There is no indication that Helicol ever requested that the checks be drawn on a Texas bank or that there was any negotiation between Helicol and Consorcio/WSH with respect to the location or identity of the

[10] Because there is no contention that Texas could have asserted specific jurisdiction over Helicol, we need not address the question of the nature of the relationship between a cause of action and a contact necessary to a determination that the cause of action "arises out of" the contact.

bank on which checks would be drawn. Common sense and everyday experience suggest that, absent unusual circumstances,[11] the bank on which a check is drawn is generally of little consequence to the payee and is a matter left to the discretion of the drawer. Such unilateral activity of another party or a third person is not an appropriate consideration when determining whether a defendant has sufficient contacts with a forum State to justify an assertion of jurisdiction. See *Kulko* v. *California Superior Court*, 436 U. S. 84, 93 (1978) (arbitrary to subject one parent to suit in any State where other parent chooses to spend time while having custody of child pursuant to separation agreement); *Hanson* v. *Denckla*, 357 U. S. 235, 253 (1958) ("The unilateral activity of those who claim some relationship with a nonresident defendant cannot satisfy the requirement of contact with the forum State"); see also Lilly, Jurisdiction Over Domestic and Alien Defendants, 69 Va. L. Rev. 85, 99 (1983).

The Texas Supreme Court focused on the purchases and the related training trips in finding contacts sufficient to support an assertion of jurisdiction. We do not agree with that assessment, for the Court's opinion in *Rosenberg Bros. & Co.* v. *Curtis Brown Co.*, 260 U. S. 516 (1923) (Brandeis, J., for a unanimous tribunal), makes clear that purchases and related trips, standing alone, are not a sufficient basis for a State's assertion of jurisdiction.

The defendant in *Rosenberg* was a small retailer in Tulsa, Okla., who dealt in men's clothing and furnishings. It never applied for a license to do business in New York, nor had it at any time authorized suit to be brought against it there. It never had an established place of business in New York and never regularly carried on business in that state. Its only connection with New York was that it purchased from New York wholesalers a large portion of the merchandise sold in

[11] For example, if the financial health and continued ability of the bank to honor the draft are questionable, the payee might request that the check be drawn on an account at some other institution.

its Tulsa store. The purchases sometimes were made by correspondence and sometimes through visits to New York by an officer of the defendant. The Court concluded: "Visits on such business, even if occurring at regular intervals, would not warrant the inference that the corporation was present within the jurisdiction of [New York]." *Id.*, at 518.

This Court in *International Shoe* acknowledged and did not repudiate its holding in *Rosenberg*. See 326 U. S., at 318. In accordance with *Rosenberg*, we hold that mere purchases, even if occurring at regular intervals, are not enough to warrant a State's assertion of *in personam* jurisdiction over a nonresident corporation in a cause of action not related to those purchase transactions.[12] Nor can we conclude that the fact that Helicol sent personnel into Texas for training in connection with the purchase of helicopters and equipment in that State in any way enhanced the nature of Helicol's contacts with Texas. The training was a part of the package of goods and services purchased by Helicol from Bell Helicopter. The brief presence of Helicol employees in Texas for the purpose of attending the training sessions is no more a significant contact than were the trips to New York made by the buyer for the retail store in *Rosenberg*. See also *Kulko* v. *California Superior Court*, 436 U. S., at 93 (basing California jurisdiction on 3-day and 1-day stopovers in that State "would make a mockery of" due process limitations on assertion of personal jurisdiction).

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[12] This Court in *International Shoe* cited *Rosenberg* for the proposition that "the commission of some single or occasional acts of the corporate agent in a state sufficient to impose an obligation or liability on the corporation has not been thought to confer upon the state authority to enforce it." 326 U. S., at 318. Arguably, therefore, *Rosenberg* also stands for the proposition that mere purchases are not a sufficient basis for either general or specific jurisdiction. Because the case before us is one in which there has been an assertion of general jurisdiction over a foreign defendant, we need not decide the continuing validity of *Rosenberg* with respect to an assertion of specific jurisdiction, *i. e.*, where the cause of action arises out of the purchases by the defendant in the forum State.

III

We must clarify some misconceptions evidenced in the Texas Supreme Court's opinion and in the respondents' brief. A separate concurrence by two of the Justices of the Texas Supreme Court implies that because Helicol is an alien corporation, the contacts needed to justify an assertion of jurisdiction over it by a Texas court are less than those necessary to justify jurisdiction over a corporation that, although foreign to Texas, is incorporated or headquartered within the United States. See 638 S. W. 2d, at 875. The stated rationale for that proposition is that the customary concern about encroaching upon the jurisdiction of a sister State is nonexistent here because no other State would have had jurisdiction over Helicol, a citizen of Colombia. *Ibid.* The concurring Justices seek to support that reasoning by citing language from this Court's opinion in *World-Wide Volkswagen Corp.* v. *Woodson*, 444 U. S. 286 (1980). In *World-Wide Volkswagen*, the Court did indicate that one of the functions of the minimum-contacts requirement is to protect the coequal sovereignty of the States. *Id.*, at 291–292. That function, of course, is not served where there is no sister State competing for jurisdiction. The due process concerns of protecting the defendant against the burden of litigating in a distant or inconvenient forum, however, remain. Nothing in *World-Wide Volkswagen* or any other opinion of this Court supports the notion that the minimum-contacts analysis can be relaxed when the defendant is an alien corporation not subject to suit in another State. See Lilly, 69 Va. L. Rev., at 127–128.

Related to the notion that Helicol merits less protection under the Due Process Clause because it is not a United States corporation is respondents' argument that Texas should be allowed to assert jurisdiction in this case under a doctrine of "jurisdiction by necessity." See Brief for Respondents 16–20. Respondents would justify a Texas court's assertion of *in personam* jurisdiction over Helicol by pointing

out that Texas was the only United States forum with which all three defendants to the original suit had some contact. *Id.*, at 17; Tr. of Oral Arg. 29. The propriety of the State's jurisdiction over the other co-defendants, however, is irrelevant to the determination of jurisdiction with respect to Helicol. "Each defendant's contacts with the forum State must be assessed individually." *Calder* v. *Jones*, *post*, at —— (slip op. 6); see *Rush* v. *Savchuk*, 444 U. S. 320, 332 (1980).

The Texas concurrence also seeks to bolster the propriety of Texas' assertion of personal jurisdiction over Helicol by comparing the burden that respondents, as plaintiffs, would face in having to go to a foreign country to prosecute their action with the burden Helicol faced in defending the suit in Texas. 638 S. W. 2d, at 875. According to the Texas concurrence, it would be unreasonable to place the former burden on respondents, while it was not unreasonable to place the latter burden on Helicol. We recognize that Helicol may have been in a better position to litigate outside its home forum than are respondents. Such balancing of interests between plaintiff and defendant, however, is irrelevant to the inquiry whether a State may properly assert jurisdiction over a foreign defendant once it has been established that the contacts between the defendant and the potential forum State are insufficient to meet the minimum-contacts requirement of the Due Process Clause. Cf. *Hanson* v. *Denckla*, 357 U. S., at 251 ("However minimal the burden of defending in a foreign tribunal, a defendant may not be called upon to do so unless he has had the 'minimal contacts' with that State that are a prerequisite to its exercise of power over him").

The judgment of the Supreme Court of Texas is reversed.

It is so ordered.

February 6, 1984

82-1127 Helicopteros Nacionales de Colombia v. Hall

Dear Harry:

I have one small reservation about the second draft of your opinion, circulated February 3.

I do not think it is necessary in this case to foreclose entirely the doctrine of "jurisdiction by necessity," as your opinion apparently would do on pages 10-11. The Court left open the viability of the doctrine in at least one form in Shaffer v. Heitner, 433 U.S. 186, 211, n. 37 (1977).

Would it not be sufficient in this case simply to say that the plaintiffs failed to carry their burden of showing that the defendants could not be sued together in a single forum, since all of them may be suable in Colombia or Peru?

This would leave for another case the broader question of whether a court ever might base personal jurisdiction in part on the "necessity" of suing all the defendants together.

Sincerely,

Justice Blackmun

lfp/ss

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

CHAMBERS OF
JUSTICE SANDRA DAY O'CONNOR

February 6, 1984

Re: No. 82-1127 Helicopteros Nacionales de Colombia v. Elizabeth Hall et al.

Dear Harry,

Please join me.

Sincerely,

Sandra

Justice Blackmun

Copies to the Conference

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

CHAMBERS OF
JUSTICE BYRON R. WHITE

February 13, 1984

Re: 82-1127 - Helicopters Nacionales v. Hall

Dear Harry,

Please join me.

Sincerely,

Byron

Justice Blackmun

Copies to the Conference

pp. 9 + 10

To: The Chief Justice
Justice Brennan
Justice White
Justice Marshall
Justice Powell
Justice Rehnquist
Justice Stevens
Justice O'Connor

LFP

From: **Justice Blackmun**

Circulated: _____

Recirculated: FEB 22 1984

3rd DRAFT

SUPREME COURT OF THE UNITED STATES

No. 82-1127

Join
2/22

HELICOPTEROS NACIONALES DE COLOMBIA, S. A., PETITIONER *v.* ELIZABETH HALL ET AL.

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The Texas Court of Civil Appeals, Houston, First District, reversed the judgment of the District Court, holding that *in personam* jurisdiction over Helicol was lacking. 616 S. W. 2d 247 (1981). The Supreme Court of Texas, with three Justices dissenting, initially affirmed the judgment of the Court of Civil Appeals. App. to Pet. for Cert. 46a–62a. Seven months later, however, on motion for rehearing, the court withdrew its prior opinions and, again with three Justices dissenting, reversed the judgment of the intermediate court. 638 S. W. 2d 870 (1982). In ruling that the Texas courts had *in personam* jurisdiction, the Texas Supreme Court first held that the State's long-arm statute reaches as far as the Due Process Clause of the Fourteenth Amendment permits. *Id.*, at 872.[7] Thus, the only question remaining for the court to

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[6] Defendants Consorcio/WSH and Bell Helicopter Company were granted directed verdicts with respect to respondents' claims against them. Bell Helicopter was granted a directed verdict on Helicol's cross-claim against it. Consorcio/WSH, as cross-plaintiff in a claim against Helicol, obtained a judgment in the amount of $70,000.

[7] The State's long-arm statute is Tex. Rev. Civ. Stat. Ann., Art. 2031b (Vernon 1964 & Supp. 1982–1983). It reads in relevant part:

"Sec. 3. Any foreign corporation . . . that engages in business in this State, irrespective of any Statute or law respecting designation or maintenance of resident agents, and does not maintain a place of regular business in this State or a designated agent upon whom service may be made upon causes of action arising out of such business done in this State, the act or acts of engaging in such business within this State shall be deemed equiva-

decide was whether it was consistent with the Due Process Clause for Texas courts to assert *in personam* jurisdiction over Helicol. *Ibid.*

II

The Due Process Clause of the Fourteenth Amendment operates to limit the power of a State to assert *in personam* jurisdiction over a nonresident defendant. *Pennoyer* v. *Neff*, 95 U. S. 714 (1877). Due process requirements are satisfied when *in personam* jurisdiction is asserted over a nonresident corporate defendant that has "certain minimum contacts with [the forum] such that the maintenance of the suit does not offend 'traditional notions of fair play and substantial justice.'" *International Shoe Co.* v. *Washington*, 326 U. S. 310, 316 (1945), quoting *Milliken* v. *Meyer*, 311 U. S. 457, 463 (1940). When a controversy is related to or "arises out of" a defendant's contacts with the forum, the court has said that a "relationship among the defendant, the forum, and the litigation"

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lent to an appointment by such foreign corporation . . . of the Secretary of State of Texas as agent upon whom service of process may be made in any action, suit or proceedings arising out of such business done in this State, wherein such corporation . . . is a party or is to be made a party.

"Sec. 4. For the purposes of this Act, and without including other acts that may constitute doing business, any foreign corporation . . . shall be deemed doing business in this State by entering into contract by mail or otherwise with a resident of Texas to be performed in whole or in part by either party in this State, or the committing of any tort in whole or in part in this State. The act of recruiting Texas residents, directly or through an intermediary located in Texas, for employment inside or outside of Texas shall be deemed doing business in this State."

The last sentence of § 4 was added by 1979 Tex. Gen. Laws, ch. 245, § 1, and became effective Aug. 27, 1979.

The Supreme Court of Texas in its principal opinion relied upon rulings in *U-Anchor Advertising, Inc.* v. *Burt*, 553 S. W. 2d 760 (Tex. 1977); *Hoppenfeld* v. *Crook*, 498 S. W. 2d 52 (Tex. Civ. App. 1973); and *O'Brien* v. *Lanpar Co.*, 399 S. W. 2d 340 (Tex. 1966). It is not within our province, of course, to determine whether the Texas Supreme Court correctly interpreted the State's long-arm statute. We therefore accept that court's holding that the limits of the Texas statute are coextensive with those of the Due Process Clause.

is the essential foundation of *in personam* jurisdiction. *Shaffer* v. *Heitner*, 433 U. S. 186, 204 (1977).[8]

Even when the cause of action does not arise out of the foreign corporation's activities in the forum State,[9] due process is not offended by a State's subjecting the corporation to its *in personam* jurisdiction when there are sufficient contacts between the State and the foreign corporation. *Perkins* v. *Benguet Consolidated Mining Co.*, 342 U. S. 437 (1952); see *Keeton* v. *Hustler Magazine, Inc.*, *post*, at —— (slip op. 8–9). In *Perkins*, the Court addressed a situation in which state courts had asserted general jurisdiction over a defendant foreign corporation. During the Japanese occupation of the Philippine Islands, the president and general manager of a Philippine mining corporation maintained an office in Ohio from which he conducted activities on behalf of the company. He kept company files and held directors' meetings in the office, carried on correspondence relating to the business, distributed salary checks drawn on two active Ohio bank accounts, engaged an Ohio bank to act as transfer agent, and supervised policies dealing with the rehabilitation of the corporation's properties in the Philippines. In short, the foreign corporation, through its president, "ha[d] been carrying on in Ohio a continuous and systematic, but limited, part of its general business," and the exercise of general jurisdiction over the Philippine corporation by an Ohio court was "reasonable and just." 342 U. S., at 438, 445.

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[8] It has been said that when a State exercises personal jurisdiction over a defendant in a suit arising out of the defendant's contacts with the forum, the State is exercising "specific jurisdiction" over the defendant. See von Mehren & Trautman, Jurisdiction to Adjudicate: A Suggested Analysis, 79 Harv. L. Rev. 1136, 1144–1164 (1966).

[9] When a State exercises personal jurisdiction over a defendant in a suit not arising out of the defendant's contacts with the forum, the State has been said to be exercising "general jurisdiction" over the defendant. See Brilmayer, How Contacts Count: Due Process Limitations on State Court Jurisdiction, 1980 S. Ct. Rev. 77, 80–81; von Mehren & Trautman, 79 Harv. L. Rev., at 1136–1144; *Calder* v. *Jones*, *post*, at —— (slip op. 3).

All parties to the present case concede that respondents' claims against Helicol did not "arise out of," and are not related to, Helicol's activities within Texas.[10] We thus must explore the nature of Helicol's contacts with the State of Texas to determine whether they constitute the kind of continuous and systematic general business contacts the Court found to exist in *Perkins*. We hold that they do not.

It is undisputed that Helicol does not have a place of business in Texas and never has been licensed to do business in the State. Basically, Helicol's contacts with Texas consisted of sending its chief executive officer to Houston for a contract-negotiation session; accepting into its New York bank account checks drawn on a Houston bank; purchasing helicopters, equipment, and training services from Bell Helicopter for substantial sums; and sending personnel to Bell's facilities in Fort Worth for training.

The one trip to Houston by Helicol's chief executive officer for the purpose of negotiating the transportation-services contract with Consorcio/WSH cannot be described or regarded as a contact of a "continuous and systematic" nature, as *Perkins* described it, see also *International Shoe Co.* v. *Washington*, 326 U. S., at 320, and thus cannot support an assertion of *in personam* jurisdiction over Helicol by a Texas court. Similarly, Helicol's acceptance from Consorcio/WSH of checks drawn on a Texas bank is of negligible significance for purposes of determining whether Helicol had sufficient contacts in Texas. There is no indication that Helicol ever requested that the checks be drawn on a Texas bank or that there was any negotiation between Helicol and Consorcio/WSH with respect to the location or identity of the bank on which checks would be drawn. Common sense and everyday experience suggest that, absent unusual circum-

[10] Because there is no contention that Texas could have asserted specific jurisdiction over Helicol, we need not address the question of the nature of the relationship between a cause of action and a contact necessary to a determination that the cause of action "arises out of" the contact.

stances,[11] the bank on which a check is drawn is generally of little consequence to the payee and is a matter left to the discretion of the drawer. Such unilateral activity of another party or a third person is not an appropriate consideration when determining whether a defendant has sufficient contacts with a forum State to justify an assertion of jurisdiction. See *Kulko* v. *California Superior Court*, 436 U. S. 84, 93 (1978) (arbitrary to subject one parent to suit in any State where other parent chooses to spend time while having custody of child pursuant to separation agreement); *Hanson* v. *Denckla*, 357 U. S. 235, 253 (1958) ("The unilateral activity of those who claim some relationship with a nonresident defendant cannot satisfy the requirement of contact with the forum State"); see also Lilly, Jurisdiction Over Domestic and Alien Defendants, 69 Va. L. Rev. 85, 99 (1983).

The Texas Supreme Court focused on the purchases and the related training trips in finding contacts sufficient to support an assertion of jurisdiction. We do not agree with that assessment, for the Court's opinion in *Rosenberg Bros. & Co.* v. *Curtis Brown Co.*, 260 U. S. 516 (1923) (Brandeis, J., for a unanimous tribunal), makes clear that purchases and related trips, standing alone, are not a sufficient basis for a State's assertion of jurisdiction.

The defendant in *Rosenberg* was a small retailer in Tulsa, Okla., who dealt in men's clothing and furnishings. It never applied for a license to do business in New York, nor had it at any time authorized suit to be brought against it there. It never had an established place of business in New York and never regularly carried on business in that State. Its only connection with New York was that it purchased from New York wholesalers a large portion of the merchandise sold in its Tulsa store. The purchases sometimes were made by correspondence and sometimes through visits to New York

[11] For example, if the financial health and continued ability of the bank to honor the draft are questionable, the payee might request that the check be drawn on an account at some other institution.

by an officer of the defendant. The Court concluded: "Visits on such business, even if occurring at regular intervals, would not warrant the inference that the corporation was present within the jurisdiction of [New York]." *Id.*, at 518.

This Court in *International Shoe* acknowledged and did not repudiate its holding in *Rosenberg*. See 326 U. S., at 318. In accordance with *Rosenberg*, we hold that mere purchases, even if occurring at regular intervals, are not enough to warrant a State's assertion of *in personam* jurisdiction over a nonresident corporation in a cause of action not related to those purchase transactions.[12] Nor can we conclude that the fact that Helicol sent personnel into Texas for training in connection with the purchase of helicopters and equipment in that State in any way enhanced the nature of Helicol's contacts with Texas. The training was a part of the package of goods and services purchased by Helicol from Bell Helicopter. The brief presence of Helicol employees in Texas for the purpose of attending the training sessions is no more a significant contact than were the trips to New York made by the buyer for the retail store in *Rosenberg*. See also *Kulko* v. *California Superior Court*, 436 U. S., at 93 (basing California jurisdiction on 3-day and 1-day stopovers in that State "would make a mockery of" due process limitations on assertion of personal jurisdiction).

omission

III

We hold that Helicol's contacts with the State of Texas

[12] This Court in *International Shoe* cited *Rosenberg* for the proposition that "the commission of some single or occasional acts of the corporate agent in a state sufficient to impose an obligation or liability on the corporation has not been thought to confer upon the state authority to enforce it." 326 U. S., at 318. Arguably, therefore, *Rosenberg* also stands for the proposition that mere purchases are not a sufficient basis for either general or specific jurisdiction. Because the case before us is one in which there has been an assertion of general jurisdiction over a foreign defendant, we need not decide the continuing validity of *Rosenberg* with respect to an assertion of specific jurisdiction, *i. e.*, where the cause of action arises out of the purchases by the defendant in the forum State.

were insufficient to satisfy the requirements of the Due Process Clause of the Fourteenth Amendment.[13] Accordingly, we reverse the judgment of the Supreme Court of Texas.

It is so ordered.

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[13] As an alternative to traditional minimum-contacts analysis, respondents suggest that the Court hold that the State of Texas had personal jurisdiction over Helicol under a doctrine of "jurisdiction by necessity." See *Shaffer* v. *Heitner*, 433 U. S. 186, 211, n. 37 (1977). We conclude, however, that respondents failed to carry their burden of showing that all three defendants could not be sued together in a single forum. It is not clear from the record, for example, whether suit could have been brought against all three defendants in either Colombia or Peru. We decline to consider adoption of a doctrine of jurisdiction by necessity—a potentially far-reaching modification of existing law—in the absence of a more complete record.

February 22, 1984

82-1127 Helicopteros Nacionales v. Hall

Dear Harry:

Please join me.

Sincerely,

Justice Blackmun

lfp/ss

cc: The Conference

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

CHAMBERS OF
JUSTICE JOHN PAUL STEVENS

February 22, 1984

Re: 82-1127 - Helicopteros v. Hall

Dear Harry:

Please join me.

Respectfully,

Justice Blackmun

Copies to the Conference

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

CHAMBERS OF
JUSTICE WILLIAM H. REHNQUIST

February 23, 1984

Re: No. 82-1127 Helicopteros Nacionales de Columbia v. Hall

Dear Harry:

Please join me in your most recent circulation. I withdraw my earlier concurrence.

Sincerely,

WHR

Justice Blackmun

cc: The Conference

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

CHAMBERS OF
JUSTICE THURGOOD MARSHALL

February 23, 1984

Re: No. 82-1127-Helicopteros Nacionales De Colombia, S.A. v. Hall

Dear Harry:

Please join me.

Sincerely,

T.M.

Justice Blackmun

cc: The Conference

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

CHAMBERS OF
THE CHIEF JUSTICE

March 1, 1984

Re: 82-1127 - Helicopteros Nacionales De Colombia v. Hall

Dear Harry:

I join.

Regards,

Justice Blackmun

Copies to the Conference

&82-1127 Helicopteros v. Hall (Joe)%

HAB for the Court 11/14/83
1st draft 2/3/84
2nd draft 2/3/84
3rd draft 2/22/84
4th draft 4/18/84
Joined by SOC 2/6/84
Joined by BRW 2/13/84
Joined by LFP 2/22/84
Joined by JPS 2/22/84
Joined by WHR 2/23/84 (withdrew concurrence)
Joined by TM 2/23/84
Joined by CJ 3/1/84

WJB dissent
1st draft 4/17/84
2nd draft 4/19/84