

Detours on the Way to Your Contractually Selected Forum

Glenn West, writing in Weil, Gotshal & Manges LLP's **Global Private Equity Watch**, writes about a case in which a cut-and-pasted forum selection clause from an unrelated contract made its way into the wrong document.

The cut-and-pasted text declared that "any action pertaining to this agreement shall be the State of Illinois." When the plaintiff sued the defendant in Florida, where the defendant's headquarters were located, the defendant moved to dismiss on the basis that the contract required choice of Illinois as the forum.

The Florida appellate court said that mandatory forum selection clauses mean what they say, even when what they say was the result of a supposed cut and paste error. Accordingly, the case was dismissed for being filed in an improper forum.

West sees the ruling as good news for the careful transactional lawyer and bad news for those who fail to draft a bespoke clause.

Read the article.