

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

Corus International Trading, )  
Limited, a Delaware corporation, )  
                                  )  
                                  Plaintiff, )  
                                  )  
                                  v. )                          09 C 7396  
                                  )  
Cavert Wire Company, Inc., )  
a North Carolina Company, )  
                                  )  
                                  Defendant. )

MEMORANDUM ORDER

Cavert Wire Company, Inc. ("Cavert") has filed its Answer and Counterclaim in this commercial litigation initiated by Corus International Trading, Limited ("Corus"). This memorandum order is issued sua sponte because Answer ¶ 5 challenges venue in this judicial district on the premise that the parties' contract did not include Corus' General Terms And Conditions of Sale, Paragraph 21 of which (headed "CHOICE OF LAW") reads:

This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois which are in force on the date of this Agreement. Whenever a term defined by the Uniform Commercial Code as adopted in the State of Illinois is used in this contract, the definition in said Uniform Commercial Code shall control. All actions or proceedings arising directly or indirectly or otherwise in connection with, out of, related to or from this contract shall be brought only in the Circuit Court of Cook County in the State of Illinois or in the U.S. District Court for the Northern District of Illinois, Eastern division and Buyer [Cavert] hereby consents and submits to the jurisdiction of such courts for the purpose of such actions or proceedings.

In this instance the transaction between the parties followed the familiar pattern of such business deals: negotiations between the parties that resulted in the issuance of Corus' Order Acknowledgment, under which Corus accepted Cavert's order "subject to our standard conditions of sale overleaf and the other terms set out herein." Further negotiations then resulted in a revised Order Acknowledgment, which also contained the identical language and the General Terms And Conditions Of Sale.

Because Cavert has acknowledged that the parties reached a sale agreement, followed by Corus' shipment of goods pursuant to its terms, it is difficult to understand just what Cavert contends should make the earlier-quoted Paragraph 21 inapplicable to their deal. Unless Cavert files a further submission on or before January 18, 2010 that sets out the legal basis for its position and any authorities that it seeks to draw to its aid, this Court will strike its Answer ¶ 5 and, relatedly, its Answer ¶ 4, which "denies that a substantial part of the events giving rise to the present claim occurred in the Northern District of Illinois."



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Milton I. Shadur  
Senior United States District Judge

Date: January 5, 2009