

**FEDERAL MARITIME COMMISSION**

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**Docket No. 1949(F)**

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**WALTER MUZORORI,  
Claimant**

**vs.**

**CANADA STATES AFRICA LINES INC.,  
Respondent**

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**RESPONDENT'S OPPOSITION BRIEF  
WITH RESPONSE TO PROPOSED FINDINGS OF FACT**

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**INTRODUCTION**

Respondent CANADA STATES AFRICA LINES INC. ("CSAL") respectfully submits this Opposition Brief to the claim of WALTER MUZORORI for alleged damages in connection with his shipment of two used tractors from Baltimore to Cape Town.<sup>1</sup> As set forth below, there is no legal or factual basis for Claimant's claim, and it should be dismissed.

The subject shipment of two used Volvo 2005 road tractors ("Cargo") occurred pursuant to a May 14, 2014 contract of carriage embodied in a bill of lading issued by CSAL ("Contract").<sup>2</sup> That Contract designated Cape Town as the discharge port. Claimant alleges that CSAL violated §§ 41102(b)(2) and 41102(c) the Shipping Act by not accepting his request to change the Cargo's Port of Discharge to Walvis Bay, Namibia while the shipment was en route.

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<sup>1</sup> Briefing Schedule, *Muzorori v. Canada States Africa Lines, Inc.* (Fed. Mar. Comm'n. 2015) (No. 1949(I)), at Exhibit 1.

<sup>2</sup> See Claimant's Complaint, *Muzorori v. Canada States Africa Lines, Inc.*, (Fed. Mar. Comm'n. 2015) (No. 1949(I)), at Exhibit 2.

He seeks \$21,948 in purported reparations to cover his cost of transporting the Cargo to Walvis Bay following its discharge in Cape Town.<sup>3</sup>

To prevail in this proceeding, Claimant must prove either that CSAL failed to operate in accordance with the Contract,<sup>4</sup> or that CSAL did not “establish, observe, and enforce just and reasonable regulations and practices relating to or connect with receiving, handling, storing, or delivering property.”<sup>5</sup> The first claim necessarily depends on the Contract, which is the only agreement between the parties. The second claim requires Claimant to demonstrate that CSAL’s practices were either unjust or unreasonable. Both claims fail as a matter of fact and law. Unable to satisfy the required elements, Claimant’s brief reads as a plea for equitable relief predicated on blatant mischaracterization of the relevant facts. As a result, his claims have no basis under the Shipping Act, no support in the record, and ultimately no place before the Commission. We present Claimant’s proposed Findings of Fact (set forth below verbatim as per Claimant’s original text), followed by CSAL’s responses to the same.

### **CSAL’s RESPONSE TO PROPOSED FINDINGS OF FACT**

Claimant’s Proposed Finding #1. *“On May 1<sup>st</sup>, 2014 I delivered by vehicles (2x Volvo truck heads models VNL 64T630) with the shipping line CSAL, schedule to be shipped to Cape Town South Africa aboard Atlantic Impala vessel.”*

**CSAL Response: Admitted in part. On May 1, 2014, CSAL issued a Liner Booking Note to Claimant for the shipment of a single used “Truck Head” from Baltimore, Maryland to Cape Town, South Africa.<sup>6</sup> On May 10, 2014, CSAL issued a draft, unsigned bill of lading to Claimant for the shipment of two used Volvo 2005 road**

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<sup>3</sup> See Claimant’s Brief *Muzorori v. Canada States Africa Lines, Inc.*, (Fed. Mar. Comm’n. 2015) (No. 1949(I)), at Exhibit 3.

<sup>4</sup> 46 U.S.C. § 41102(b)(2).

<sup>5</sup> 46 U.S.C. § 41102(c).

<sup>6</sup> CSAL Liner Booking Note (May 1, 2014), at Exhibit 4.

tractors from Baltimore to Cape Town aboard the *Atlantic Impala*.<sup>7</sup> This is the same document that Claimant designates as “Exhibit 1” in his brief. On May 14, 2014, CSAL issued a signed, original bill of lading to Claimant for the shipment of two used Volvo 2005 road tractors from Baltimore to Cape Town aboard the *Atlantic Impala*.<sup>8</sup> This signed, original bill of lading constitutes the Contract between Claimant and CSAL, and the Volvo 2005 road tractors described in that document constitute the Cargo. Claimant omitted the signed, original bill of lading that constitutes the Contract from the Appendix to his brief.<sup>9</sup> Claimant delivered the Cargo to CSAL’s agent in Baltimore on or before May 5, 2014.<sup>10</sup>

Claimant’s Proposed Finding #2. “Tuesday, May 13, 2014 CSAL invoiced me for the movement to my cargo, total invoice is xxx – See Exhibit 1.”

**CSAL Response: Admitted in part and denied in part.** As set forth in the Response to Claimant’s Proposed Finding #1 above, the document that Claimant designates as “Exhibit 1” in his brief is in a Liner Booking Note issued to Claimant by CSAL on May 1, 2014.<sup>11</sup> This document is not an invoice and should not be mistaken for one. Moreover, none of the supporting documents accompanying Claimant’s brief contain the date “May 13, 2014.” Although CSAL did invoice Claimant for the shipment, Claimant’s description of these events is not consistent with the record.

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<sup>7</sup> Draft CSAL Bill of Lading No. BACP03140002 (May 10, 2014), at Exhibit 5.

<sup>8</sup> Original CSA: Bill of Lading No. BACP03140002 (May 14, 2014), at Exhibit 6.

<sup>9</sup> See Exhibit 3, *supra*, note 3, at 7.

<sup>10</sup> See Exhibit 4, *supra*, note 6.

<sup>11</sup> See *id.*

Claimant's Proposed Finding #3. *"On Thursday May 15, 2014 I sent an email requesting change of port of destination from Cape Town, South Africa to Walvis Bay, Namibia – See Exhibit 2."*

**CSAL Response: Admitted in part and denied in part. There is no e-mail dated May 15, 2014 in the record or contained in Claimant's Appendix. On May 16, 2014, CSAL sent an e-mail to Claimant stating, "[w]e could discharge at Walvis Bay at no additional charge."<sup>12</sup> This statement indicates that, at some time after the vessel sailed from Baltimore, Claimant did inquire about a possible alternative Port of Discharge. On May 19, 2014, CSAL sent a follow-up e-mail asking Claimant to "advise whether [Port of Discharge] change is still required and to which port as we have to send docs to customs soon."<sup>13</sup> That same day, Claimant sent an e-mail to CSAL stating that "[w]e have decided to go with Walvis Bay" and asking CSAL to "let [him] know if there is something to provide on [his] end."<sup>14</sup> (This is the same document that Claimant designates as "Exhibit 2" in his brief.)**

Claimant's Proposed Finding #4. *"On Tuesday May 20<sup>th</sup> 2014, CSAL accepted to change Port of Discharge from Cape Town to Walvis Bay, - See Exhibit 3."*

**CSAL Response: Denied. There is no evidence of any communication dated May 20, 2014 in the record or contained in Claimant's Appendix. Although there were subsequent exchanges between the parties regarding the requested change in the Port of Discharge, at no time did CSAL confirm or accept a change in the Port of Discharge. The document Claimant designates as "Exhibit 3" in his brief does not**

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<sup>12</sup> E-mail from Ekaterina Fouxon to Walter Muzorori (May 16, 2014), at Exhibit 7 (emphasis added).

<sup>13</sup> E-mail from Ekaterina Fouxon to Walter Muzorori (May 19, 2014), at Exhibit 7.

<sup>14</sup> E-mail from Walter Muzorori to Ekaterina Fouxon (May 19, 2014), at Exhibit 8.

**support his assertion on this proposed Finding of Fact. (Per Claimant’s Exhibit 2 -- Exhibit 8 in Respondent’s Appendix -- there would have been no charge if the Port of Discharge had been changed to Walvis Bay; CSAL’s provision of wiring information was a routine part of the shipment transaction, and not an acceptance or acknowledgment of any change in the Port of Discharge.)**

Claimant’s Proposed Finding #5. *“CSAL sent me any updated draft bill of lading with change now showing Walvis Bay as final destination – See Exhibit 4 and supporting emails.”*

**CSAL Response: Admitted in part and denied in part. Although CSAL did at one time prepare a draft bill of lading showing Walvis Bay as the proposed Port of Discharge, that draft bill of lading was never finalized, approved, signed or issued by CSAL. The document Claimant designates as “Exhibit 4” does not have CSAL’s name or logo and is unsigned. (Cf. Exhibit 6 in Respondent’s Appendix.) The record is devoid of anything that might tend to establish that CSAL ever approved, authorized or acknowledged any agreement to change the Port of Discharge.<sup>15</sup>**

Claimant’s Proposed Finding #6. *“Tuesday May 27<sup>th</sup> shipping line accepted partial payment for shipping charges from CITADEL Federal credit union, the other half was later received from California from my partner (shipping bill was paid in full).”*

**CSAL Response: Admitted in part. On May 27, 2014, CSAL sent an e-mail to Claimant acknowledging “partial payment from CITI [B]ank...”<sup>16</sup> Claimant does not submit evidence demonstrating that his “partner” paid the remaining balance.**

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<sup>15</sup> Draft Bill of Lading (May 10, 2014), at Exhibit 9.

<sup>16</sup> E-mail from Tanya Gorbacheva to Walter Muzorori (May 27, 2014), at Exhibit 10.

Claimant's Proposed Finding No. 7. *"Tuesday May 27<sup>th</sup>, CSAL requested from me the clearing agent information in Walvis Bay Namibia. Since I did not have one, I requested that the shipping line recommend one and they provided me with two companies they use. I went with their referral and appointed a company called Woker Freight in Namibia."*

**CSAL Response: Admitted. E-mail correspondence from Woker that same day asks whether the Cargo would be discharged in Walvis Bay or Cape Town, and attaches a draft bill of lading from Woker that designates Cape Town (not Walvis Bay) as the Cargo's Port of Discharge.<sup>17</sup> Since Woker was itself located in Walvis Bay, this establishes that as late as May 27, 2014, Claimant's own agent had nothing that showed any change in the Port of Discharge.**

Claimant's Proposed Finding #8. *"May 30<sup>th</sup>, 2014 CSAL issues original documentation to be used for clearing my cargo to Woker Freight Namibia (Walvis Bay), a Final bill of Lading clearing showing all the details which to my knowledge is our final contractual agreement. See Exhibit 5, clearing showing a stamped landing order from the Minister of Financial Customs Republic of Namibia on June 3<sup>rd</sup>, which was clearly generated from the paperwork provided to CSAL."*

**CSAL Response: Denied. Although CSAL forwarded Claimant a "revised draft with added clearing agent details at Walvis Bay" and asked him to "confirm that all [is] in order to issue originals at destination to Clearing Agent"<sup>18</sup>, that was not a final document. Correspondence in the same e-mail thread indicates that CSAL**

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<sup>17</sup> E-mail from Michelle Fourie to Renicia Balhau (May 27, 2014), at Exhibit 11.

<sup>18</sup> E-mail from Ekaterina Fouxon to Walter Muzorori (Undated), at Exhibit 12.

sent this message on or after May 28, 2014.<sup>19</sup> On May 30, 2014, Claimant sent confirmation to CSAL,<sup>20</sup> and CSAL “sent instructions to issue originals at destination to Clearing Agent.”<sup>21</sup> The context of this correspondence indicates that the destination was Walvis Bay, and the “draft” was a draft bill of lading. There is no evidence indicating that the bill of lading Claimant designates as “Exhibit 5” was the “final contractual agreement” between the parties, however. As is evident from the face of the document, it does not bear CSAL’s name or logo, was not signed by CSAL, was not stamped by CSAL, and does not bear the word “original.”<sup>22</sup> The fact that for some reason this draft bill of lading (designated by Claimant as “Exhibit 4”) bears a Namibian customs and excise stamp dated June 3, 2014 is of no contractual significance and is not evidence of any action by CSAL.<sup>23</sup> The fact that similar stamps appear on a Landing Order<sup>24</sup> and Namibian Customs Release Order<sup>25</sup> suggests that Claimant’s agent at Walvis Bay mistakenly cleared, reviewed and released cargo that in fact never arrived at their port.<sup>26</sup>

Claimant’s Proposed Finding #9. *“On June 1<sup>st</sup>, 2014, I sent my (2) drivers and a representative to Walvis Bay Namibia to collect my cargo. They stayed at the port for (4) days, only to find out that my cargo was not discharged/offloaded in Walvis Bay as per our agreement.”*

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<sup>19</sup> *Id.*

<sup>20</sup> E-mail from Walter Muzorori to Ekaterina Fouxon (May 30, 2014), at Exhibit 13.

<sup>21</sup> E-mail from Ekaterina Fouxon to Walter Muzorori (May 30, 2014), at Exhibit 13.

<sup>22</sup> Draft CSAL Bill of Lading indicating Walvis Bay as the Port of Discharge, with Namibian Customs stamp (May 10, 2014), at Exhibit 14. *Cf.* Exhibit 6, *supra*, note 8.

<sup>23</sup> Compare Exhibit 9, *supra*, note 15, with Exhibit 14, *supra*, note 22.

<sup>24</sup> See Landing Order No. 10339523 (June 3, 2014), at Exhibit 15.

<sup>25</sup> See Namibian Customs Release Order (June 3, 2014), at Exhibit 16.

<sup>26</sup> See Exhibit 11, *supra*, note 17; and E-mail correspondence between Ivan Kokorzhitskyi, Rencia Balhau, and Darryn L Reservee (Jun. 5-6, 2014), at Exhibit 17.

**CSAL Response: Neither admitted nor denied. CSAL has no independent information regarding Claimant's efforts to obtain the Cargo at Walvis Bay. Claimant provides no documents supporting this assertion.**

Claimant's Proposed Finding #10. *"I contacted the shipping line inquiring why my cargo was not at Walvis Bay as per the agreement."*

**CSAL Response: Admitted in part and denied in part. On June 5, 2014, Claimant sent an e-mail to CSAL asserting that "the final bill of lading is Walvis Bay confirmed" and that there had been a mistake.<sup>27</sup> But as set forth above, the only "agreement" between the parties was the Contract, which unambiguously designated Cape Town as the Port of Discharge.<sup>28</sup> So did other documents forwarded by Claimant's own agent.<sup>29</sup> Although there was exchange of communications regarding Claimant's request to change the Port of Discharge, Claimant has not produced any document establishing that there ever was agreement to change the Port of Discharge.**

Claimant's Proposed Finding #11. *"CSAL HQ in Canada (correspondence with Kate (csal employee) at that point did not even know that my cargo was not discharged in Walvis Bay, in fact Kate initial response what that it is impossible that they did not discharge my cargo in Walvis."*

**CSAL Response: Neither admitted nor denied. Claimant provides no documents or other evidence supporting this assertion.**

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<sup>27</sup> E-mail from Walter Muzorori to Ivan Kokorzhytskyi (Jun. 5, 2014), at Exhibit 18.

<sup>28</sup> See Exhibit 6, *supra*, note 8.

<sup>29</sup> See Exhibit 11, *supra*, note 17; and Exhibit 17, *supra*, note 26.

Claimant's Proposed Finding #12. *"We later ascertained that my cargo was still on board the vessel and that the vessel was now docked in Cape Town waiting to discharge."*

**CSAL Response: Admitted.**

Claimant's Proposed Finding #13. *"We requested CSAL to re-route our cargo back to Walvis Bay and for reasons best known to CSAL, my request was not entertained."*

**CSAL Response: Denied.** On June 5, 2014, Claimant sent an e-mail to CSAL stating that "the final bill of lading is Walvis Bay confirmed" and demanding that CSAL correct is alleged mistake.<sup>30</sup> There is no record of any request that CSAL reroute the cargo back to Walvis Bay. Claimant provides no documents or other evidence supporting this assertion.

Claimant's Proposed Finding #14. *"I specifically told CSAL that my cargo cannot be discharged in Cape Town as we have no arrangements, agents etc to handle our cargo there – See Exhibit 6. In Cape Town, South Africa, cargo that is dumped without having an appointed clearing agent attract punitive penalties as a deterrent to shippers and shipping lines in dumping goods in South Africa."*

**CSAL Response: Denied.** There is no record of any communication by Claimant stating that the Cargo could not be discharged in Cape Town.<sup>31</sup> Claimant provides no documents or other evidence supporting this assertion.

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<sup>30</sup> See Exhibit 18, supra, note 27.

<sup>31</sup> *Id.*

Claimant's Proposed Finding #15. *"We also want to state on record that we made all arrangement for our cargo at Walvis Bay, Namibia not at Cape Town, South Africa."*

**CSAL Response: Denied.** As explained above, the Contract designated Cape Town as the Port of Discharge,<sup>32</sup> as did other documents forwarded by Claimant's clearing agent.<sup>33</sup> Additionally, Claimant did not have a clearing agent in Walvis Bay at the time when he shipped the Cargo to Cape Town, or when he requested that the Cargo be diverted to Walvis Bay.<sup>34</sup> Moreover, whether or not, and to the extent to which, Claimant may have made arrangements at Walvis Bay does not negate the fact that the only operative document issued and agreed to by CSAL designated Cape Town as the Port of Discharge.

Claimant's Proposed Finding #16. *"To my surprise CSAL dumped my cargo in Cape Town without my consent, even though I specifically told them to respect our contract. The cargo was therefore discharged at an incorrect port with no local agent to clear the goods."*

**CSAL Response: Denied, except that CSAL admits the Cargo was discharged at Cape Town as per the Contract.**

Claimant's Proposed Finding #17. *"My partner (in Africa) and I spend the great part of period between June 6 to June 19, 2014 in serious engagement with CSAL to move our cargo back to port of Walvis Bay as per contract."*

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<sup>32</sup> See Exhibit 6, *supra*, note 8.

<sup>33</sup> See Exhibit 11, *supra*, note 17; and Exhibit 17, *supra*, note 26.

<sup>34</sup> See Exhibit 3, *supra*, note 3, at ¶¶ 1 and 7.

**CSAL Response: Denied. The Contract designated Cape Town as the Port of Discharge,<sup>35</sup> as did other documents forwarded by Claimant’s own agent.<sup>36</sup>**

Claimant’s Proposed Finding #18. “*CSAL was extremely unhelpful; they send us from pillar to post. After a lot of correspondence; CSAL advised us to submit a claim that they would pass to their insurers - See Exhibit 7.*”

**CSAL Response: Admitted in part and denied in part. On June 10, 2015, CSAL sent an e-mail to Claimant requesting a copy of his “final claim and all supporting documents.”<sup>37</sup> That e-mail clearly stated that this information “may be something that goes through insurance,” but did not indicate whether CSAL would make such a submission.<sup>38</sup> Instead, the purpose of CSAL’s e-mail was to ensure “that proper paperwork is in place if it was determined to accept Claimant’s claim.”<sup>39</sup>**

Claimant’s Proposed Finding #19. “*CSAL also asked us to mitigate losses by making alternative arrangement to move our cargo to final destination, we did precisely that.*”

**CSAL Response: Neither admitted nor denied. CSAL has no independent information regarding Claimant’s efforts to move the Cargo after its discharge at Cape Town. Claimant provides no documents or other evidence supporting this assertion.**

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<sup>35</sup> See Exhibit 6, *supra*, note 8.

<sup>36</sup> See Exhibit 11, *supra*, note 17; and Exhibit 17, *supra*, note 26.

<sup>37</sup> E-mail from Charis Hansen to Walter Muzorori (Jun. 19, 2014), at Exhibit 19 (emphasis added).

<sup>38</sup> *Id.*

<sup>39</sup> *Id.*

Claimant's Proposed Finding #20. *"I incurred huge unplanned expenses that have completely ruined my business and deliverance of contract I had with my customers."*

**CSAL Response: Neither admitted nor denied. CSAL has no independent information regarding Claimant's assertions regarding his expenses, the state of his business, or his contracts with customers. To the extent that Claimant incurred any loss or damage in connection with the subject shipment, they are the direct and proximate result of his own actions and not by reason of any of the Shipping Act.**

Claimant's Proposed Finding #21. *"I contacted the CSAL on numerous times requesting them to fix the issue. To date the shipping company has not issued an apology or assisted in any way with the exorbitant charge that I have incurred in Cape Town."*

**CSAL Response: Admitted in part and denied in part. On June 5, 2014, Claimant sent an e-mail to CSAL stating that "the final bill of lading is Walvis Bay confirmed" and asserting that there had been a mistake.<sup>40</sup> On June 10, 2015, CSAL sent an e-mail to Claimant requesting a copy of his "final claim and all supporting documents."<sup>41</sup> Claimant subsequently contacted CSAL on other occasions before seeking relief through the Commission's informal arbitration process and this small claims proceeding. There was no "apology" to Claimant because CSAL was not at fault. Further, CSAL denies that it had any obligation to assist Claimant with shipping the Cargo after its discharge at Cape Town.**

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<sup>40</sup> See Exhibit 18, *supra*, note 27.

<sup>41</sup> See Exhibit 19, *supra*, note 37 (emphasis added).

Claimant's Proposed Finding #22. *"Because our cargo was discharged at the wrong port destination by CSAL, we incurred direct costs amounting to US\$ 21,948 (see recon and supporting documentation – Exhibit 3) to move my cargo from Cape Town back to Namibia, which was our intended Port of Discharge."*

**CSAL Response: Denied in part. The Contract designated Cape Town as the Port of Discharge,<sup>42</sup> as did other documents forwarded by Claimant's own agent.<sup>43</sup> There is no document establishing that CSAL agreed to change the Port of Discharge from Cape Town, or that the unsigned, draft bills of lading that reference Walvis Bay were issued, approved or acknowledged by CASL. Accordingly, the documentary record does not support the assertion that the cargo was discharged at the "wrong" port. As regards information concerning Claimant's assertion regarding his expenses, the state of his business, and his contracts with customers, CSAL has no independent information regarding such assertions, which are neither indicated nor denied. To the extent that Claimant incurred any loss or damage, it was not the result of any violation of the Shipping Act.**

Claimant's Proposed Finding #23. *"These costs are the main direct costs associated with moving out cargo from port of Cape Town to Namibia, which was completely avoidable had CSAL delivered our cargo in Namibia, port of Walvis Bay as contracted. I therefore demanded that CSAL compensate me in full for failing to fulfill out contractual agreement."*

**CSAL Response: Admitted that Claimant demanded compensation from CSAL; in all other respects denied. The Contract designated Cape Town as the Port of**

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<sup>42</sup> See Exhibit 6, *supra*, note 8.

<sup>43</sup> See Exhibit 11, *supra*, note 17; and Exhibit 17, *supra*, note 26.

Discharge,<sup>44</sup> as did other documents forwarded by Claimant's own agent.<sup>45</sup> There is no document establishing that unsigned, draft bills of lading referencing Walvis Bay were accepted, approved or acknowledged by CSAL, or that CSAL ever agreed to any change in the Port of Discharge. CSAL has no independent information regarding Claimant's expenses, the state of his business, or his contracts with customers, and neither admits nor denies such assertions. To the extent that Claimant incurred any loss or damage, that was the direct and proximate result of his limited experience with international shipping and not the result of any violation of the Shipping Act.

Claimant's Proposed Finding #24. *"CSAL has refused to cooperate hence my approach to FMC."*

**CSAL Response: Denied.** Although CSAL and its counsel have expended considerable time and money listening to Claimant and explaining to him why the Cargo was properly discharged at Cape Town, and repeatedly asked that he provide any evidence that might support his assertion that the Port of Discharge was agreed to be changed, Claimant has not produced evidence demonstrating that the unsigned, draft bills of lading referencing Walvis Bay ultimately amended the parties' original Contract. CSAL has also cooperated with the Commission's efforts to resolve this dispute through informal arbitration and complied with all orders issued by the Commission during these small claims proceedings. There also were good-faith settlement negotiations that were ultimately rejected by Claimant.

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<sup>44</sup> See Exhibit 6, *supra*, note 8.

<sup>45</sup> See Exhibit 11, *supra*, note 17; and Exhibit 17, *supra*, note 26.

Claimant's Proposed Finding #25. *"I contacted Federal Maritime Commission with my dispute."*

**CSAL Response: Admitted.**

Claimant's Proposed Finding #26. *"When FMC contacted CSAL to try to resolve this issue, CSAL, offered \$5,000 (see Exhibit 8. I refused the offer as I spend almost \$22,000 moving my cargo from Cape Town and CSAL offer is well short of my losses not mentioning the opportunity costs I incur as well as the trauma I experienced with this transaction."*

**CSAL Response: Admitted in part and denied in part.** As explained in our March 19, 2015 Status Report, CSAL sent a letter to Claimant and Commission attorney Theresa Dike on August 6, 2014, offering to settle this matter.<sup>46</sup> This is the same document that Claimant designates as "Exhibit 8" in his brief.<sup>47</sup> CSAL made this settlement offer in good faith and without prejudice as part of the Commission's informal dispute resolution process, and on the basis that such offer was not an acknowledgment of any negligence or wrongdoing. Claimant refused CSAL's first settlement offer. CSAL sent a second settlement offer to Claimant March 17, 2015.<sup>48</sup> As with the August 6, 2014 proposal, CSAL made this second settlement offer in good faith and on the basis that it was not an acknowledgment of any negligence or wrongdoing. Claimant refused CSAL's second settlement offer. All of CSAL's attempts to resolve this dispute in a respectful and commercially reasonable manner were unsuccessful.<sup>49</sup> In any event, these settlement offers and the associated

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<sup>46</sup> See Respondent's Status Report, Fed. Mar. Comm'n. Docket No. 1949(F) (March 19, 2015), at Exhibit 20.

<sup>47</sup> See CSAL Draft Receipt and Claim Release, at Exhibit 21.

<sup>48</sup> See CSAL's Second Settlement Offer (Mar 17, 2015), at Exhibit 22.

<sup>49</sup> See Exhibit 20, *supra*, note 46.

**negotiations are of no evidentiary significance, are not admissible for the purpose of establishing alleged Shipping Act violations, and should be stricken from the record.**

Claimant's Proposed Finding #27. *"I have attached all necessary documents to back up my claim and will submit any other information that may be required."*

**CSAL Response: Denied. As shown by CSAL's foregoing response to the proposed finding of fact, Claimant has failed to provide documents establishing that there was any agreement to change the Port of Discharge or that there was any violation of the Shipping Act. Claimant also mischaracterizes documents that he did submit, perhaps unintentionally. In any event, the record fails to support Claimant's claims in this proceeding.**

### **ARGUMENT**

To prevail in a case brought to enforce the Shipping Act, the Claimant must prove by a preponderance of the evidence that CSAL violated that Act,<sup>50</sup> that CSAL's violations caused actual injury,<sup>51</sup> and that his injuries were the proximate result of those violations."<sup>52</sup> This burden is his alone. Commission case law states that "there is no presumption of damage" in Shipping Act proceedings, and that violations "without proof of pecuniary loss resulting from the unlawful act does not afford a basis for reparation."<sup>53</sup> Stated differently, Claimant must show a violation, an injury, and a proximate cause for each claim he asserts. Failure to plead and satisfy these

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<sup>50</sup> 5 U.S.C. § 556(d) ("Except as otherwise provided by statute, the proponent of a rule or order has the burden of proof."); 46 C.F.R. § 502;155 *Exclusive Tug Franchises*, 29 S.R.R. 718, 718-719 (ALJ 2001).

<sup>51</sup> 46 C.F.R. § 41305(b).

<sup>52</sup> *Waterman v. Stockholms Rederiaktiebolag Svea*, 3 F.M.B. 248, 249 (195); see also *James J. Flanagan Shipping Corp. v. Lake Charles Harbor & Terminal Dist.*, 30 S.R.R. 8, 13 (FMR 2003).

<sup>53</sup> *Id.*

elements must result in an unsuccessful claim, even when the Claimant asserts equitable grounds for relief.

Claimant alleges two Shipping Act violations. First, he contends that CSAL failed to operate in accordance with the parties' Contract when it delivered the Cargo to Cape Town rather than to Walvis Bay.<sup>54</sup> That claim is based on Claimant's unsupported assertion that the Contract of carriage (which designated Cape Town as the Port of Discharge) was somehow amended while the Cargo was en route.<sup>55</sup> Second, Claimant asserts that CSAL failed "to establish, observe, and enforce just and reasonable regulations and practices relating to or connected with receiving, handling, storing, or delivering property."<sup>56</sup> Claimant provides absolutely no evidence, facts, or arguments to support this alleged violation.<sup>57</sup>

The record supports neither claim. By his own admission, the Claimant knew before the *Atlantic Impala* departed Baltimore that Cargo was to be delivered to Cape Town.<sup>58</sup> The Claimant also knew that Cape Town was the ultimate Port of Discharge when he *requested* a deviation to Walvis Bay.<sup>59</sup> The initial bill of lading designated Cape Town as the Port of Discharge,<sup>60</sup> as did the signed, original bill of lading that constitutes the Contract.<sup>61</sup> Even the draft bill of lading that was forwarded to Claimant's clearing agent designated Cape Town, not Walvis Bay, as the Port of Discharge.<sup>62</sup>

The fact that there was an exchange of correspondence regarding Claimant's request to change the Port of Discharge does not alter this fundamental fact. Nor does the existence of two

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<sup>54</sup> See 46 U.S.C. § 41102(b)(2).

<sup>55</sup> See Exhibit 3, *supra*, note 2, at ¶¶ 9, 11, 12-16, 20, and 22-23.

<sup>56</sup> 46 U.S.C. § 41102(c).

<sup>57</sup> See generally Exhibit 3, *supra*, note 2.

<sup>58</sup> Exhibit 3, *supra*, note 2, at ¶ 1.

<sup>59</sup> *Id.* at ¶ 3.

<sup>60</sup> See Exhibit 4, *supra*, note 6.

<sup>61</sup> See Exhibit 6, *supra*, note 8.

<sup>62</sup> See Exhibit 11, *supra*, note 17; and Exhibit 17, *supra*, note 26.

draft bills of lading identifying Walvis Bay. As described in greater detail above, those documents do not have CSAL's name or logo, were not signed by CSAL, were not stamped by CSAL, and were not identified as "original."<sup>63</sup> Moreover, Claimant has not produced correspondence or other documentary evidence tending to substantiate his assertion that these unsigned, draft bills of lading somehow served to amend the parties' Contract. To the extent that CSAL personnel referenced these draft documents in e-mail correspondence, they do so exclusively as drafts.<sup>64</sup> Hence there is no evidence that CSAL's discharge of the Cargo in Cape Town violated the terms of the Contract or § 41102(b)(2) of the Shipping Act.

Even if CSAL's actions were somehow construed to have been contrary to the Shipping Act (which is denied), the expenses Claimant claimed to have incurred to move the Cargo from Cape Town to Walvis Bay would not constitute Shipping Act damages. Under the Contract, the parties agreed that CSAL would transport the Cargo from the port of lading to the Port of Discharge. Claimant did not request, and CSAL did not promise, overland transportation to the ultimate consignee in Harare, Zimbabwe as part of the agreement. The record also demonstrates that Claimant did not make the necessary arrangements for import clearance when he booked this shipment. Regardless of whether the Cargo was bound for Cape Town or Walvis Bay, there is nothing in the record indicating how Claimant planned to ship the Cargo from either of these ports. With no showing as to the ultimate, all-in costs, it is impossible to establish whether (i) there was any need to bring the cargo to Walvis Bay from Cape Town in order to get it to Harare, or (ii) whether there was any extra, net cost to Claimant associated with his delivery of tractors to his buyer in Harare.<sup>65</sup>

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<sup>63</sup> See Exhibit 6, *supra*, note 8; and Exhibit 14, *supra*, note 22.

<sup>64</sup> See Exhibit 12, *supra*, note 18.

<sup>65</sup> See Exhibit 6, *supra*, note 8.

Consequently, Claimant's alleged costs cannot be considered damages and cannot be attributed to Shipping Act violations, even in the unlikely event that such violations occurred.

Claimant's § 41102(c) claims are even more defective. For all its assertions of alleged contractual violations, Claimant's brief fails to articulate a single instance where CSAL's regulations or practices produced an unreasonable or unfair result. Nor, for that matter, does it distinguish such results from the narrower contractual injuries discussed above. Consequently, Claimant cannot show a separate violation of the Shipping Act, assess corresponding damages, or demonstrate proximate cause. The issue of whether there was a § 41102(c) claim is not pled, or argued, or supported.

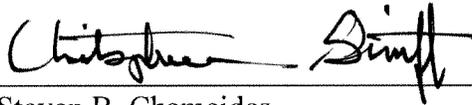
### **CONCLUSION**

Claimant's failure to plead or satisfy the elements of his claim reveals the lack of legal or factual basis for this proceeding. And no matter how he characterizes CSAL's alleged actions or his own purported losses, this case remains a commercial dispute arising in admiralty law rather than an enforcement action under the Shipping Act. This means that Claimant cannot obtain reparations and can no longer avail himself of this forum.

CSAL respectfully remains of the view that, at most, Claimant's claim was a commercial one, addressable under the Contract's dispute resolution clause requiring arbitration, and that the Commission should have declined to assert jurisdiction. In light of the foregoing, CSAL respectfully requests that the Commission dismiss Claimant's Complaint with prejudice, and award CSAL attorney fees and costs given the unfounded nature of this claim and Claimant's

persistence despite clear warning that continued prosecution of a claim found to be without merit would subject him to an award of costs in Respondent's favor.

CANADA STATES AFRICA LINES INC. (CSAL)  
By its Attorneys:

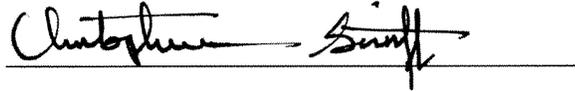
Handwritten signatures of Steven B. Chameides and Christopher M. Swift, written in black ink over a horizontal line.

Steven B. Chameides  
Christopher M. Swift  
Foley & Lardner LLP  
3000 K Street, N.W., Suite 600  
Washington, D.C. 20007  
(202) 672-5300 – Telephone  
(202) 672-5399 – Facsimile

Dated: July 15, 2015

**CERTIFICATE OF SERVICE**

I hereby certified that I electronically filed this document on **July 15, 2015**, and that a true and correct copy of the foregoing was served on the Commission and Complainant via Federal Express – return receipt requested and electronic mail.

A handwritten signature in black ink, appearing to read "Christopher M. Swift", written over a horizontal line.

Christopher M. Swift  
Counsel for Canada States Africa Lines, Inc.

## APPENDIX

- | <u>No.</u> | <u>Exhibit Description</u>  |
|------------|---|
| 1.         | Briefing Schedule, <i>Muzorori v. Canada States Africa Lines, Inc.</i> (Fed. Mar. Comm'n. 2015) (No. 1949(I)),                      |
| 2.         | Claimant's Complaint, <i>Muzorori v. Canada States Africa Lines, Inc.</i> , (Fed. Mar. Comm'n. 2015) (No. 1949(I)).                 |
| 3.         | Claimant's Brief <i>Muzorori v. Canada States Africa Lines, Inc.</i> , (Fed. Mar. Comm'n. 2015) (No. 1949(I)).                      |
| 4.         | CSAL Liner Booking Note (May 1, 2014).  |
| 5.         | Draft CSAL Bill of Lading No. BACP03140002 (May 10, 2014).  |
| 6.         | Original CSA: Bill of Lading No. BACP03140002 (May 14, 2014).   |
| 7.         | E-mail from Ekaterina Fouxon to Walter Muzorori (May 16, 2014); and E-mail from Ekaterina Fouxon to Walter Muzorori (May 19, 2014). |
| 8.         | E-mail from Walter Muzorori to Ekaterina Fouxon (May 19, 2014).   |
| 9.         | Draft CSAL Bill of Lading indicating Walvis Bay as the Port of Discharge (May 10, 2014).  |
| 10.        | E-mail from Tanya Gorbacheva to Walter Muzorori (May 27, 2014); and E-mail from Walter Muzorori to Tanya Gorbacheva (May 27, 2014). |
| 11.        | E-mail from Michelle Fourie to Rencia Balhau (May 27, 2014).  |
| 12.        | E-mail from Ekaterina Fouxon to Walter Muzorori (Undated).  |
| 13.        | E-mail from Walter Muzorori to Ekaterina Fouxon (May 30, 2014); and E-mail from Ekaterina Fouxon to Walter Muzorori (May 30, 2014). |
| 14.        | Draft CSAL Bill of Lading indicating Walvis Bay as the Port of Discharge, with Namibian Customs stamp (May 10, 2014).               |
| 15.        | Landing Order No. 10339523 (June 3, 2014).  |
| 16.        | Namibian Customs Release Order (June 3, 2014).  |

- | <b><u>No.</u></b> | <b><u>Exhibit Description</u></b>   |
|-------------------|---|
| 17.               | E-mail correspondence between Ivan Kokorzhytskyi, Rencia Balhao, and Darryn La Reservee (Jun. 5-6, 2014).                 |
| 18.               | E-mail from Walter Muzorori to Ivan Kokorzhytskyi (Jun. 5, 2014).   |
| 19.               | E-mail from Charis Hansen to Walter Muzorori (Jun. 19, 2014).   |
| 20.               | Respondent's Status Report, <i>Muzorori v. Canada States Africa Lines, Inc.</i> , (Fed. Mar. Comm'n. 2015) (No. 1949(I)). |
| 21.               | CSAL Draft Receipt and Claim Release.   |
| 22.               | CSAL's Second Settlement Offer (Mar 17, 2015).  |

# **EXHIBIT 1**

S	E	R	V	E	D
May 12, 2015					
FEDERAL MARITIME COMMISSION					

**FEDERAL MARITIME COMMISSION**

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**DOCKET NO. 1949(F)**

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**WALTER MUZORORI**

**v.**

**CANADA STATES AFRICA LINES INC. (CSAL)**

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**BRIEFING SCHEDULE**

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On December 23, 2014, the Commission received Walter Muzorori's initial filing of an informal complaint under Subpart S. On January 29, 2015, respondent Canada States Africa Lines, Inc., filed an objection to proceeding under Subpart S. On February 2, 2015, a Notice of Assignment was issued converting this to a formal proceeding under Subpart T and appointing the Administrative Law Judge. 46 C.F.R. § 502.311. On February 19, 2015, an Initial Order was served. On March 19, 2015, the parties both filed status reports.

On May 4, 2015, a pre-hearing conference was held to discuss the status of discovery and settlement negotiations. The parties indicated that no additional discovery was needed but that additional time for settlement discussions would be helpful. The parties were instructed that if they settled their dispute, they should file a motion seeking approval of the settlement agreement with a copy of the settlement agreement. The parties were advised that a Briefing Schedule would be issued if no settlement was reached by May 11, 2015. While the parties are encouraged to continue settlement discussions, at this point, it is necessary to begin briefing in the proceeding.

It is hereby **ORDERED** that the parties comply with the following deadlines:

June 15, 2015	Walter Muzorori files his Initial Brief and Appendix.
July 15, 2015	Canada States Africa Lines files its Opposition Brief and Appendix.
July 30, 2015	Walter Muzorori files his Reply Brief.

All briefs should be filed with the Secretary, served on the other party, and an electronic copy in a word-processing format should be sent to all parties *and to the Office of Administrative Law Judges*. The following requirements shall be followed when filing briefs:

**A. Initial Brief with Proposed Findings of Fact**

The Initial Brief should explain what evidence supports the Complainant's allegation that the Respondents violated the Shipping Act. This document should include: (1) introductory section describing the nature and background of the case, (2) proposed findings of fact in numbered paragraphs with citations to the Appendix, (3) argument based upon principles of law with appropriate citations of the authorities relied upon, and (4) conclusions.

**B. Opposition Brief with Response to Proposed Findings of Fact**

The Opposition Brief should explain what evidence supports the Respondent's allegation that they did not violate the Shipping Act. This document should include: (1) introductory section describing the nature and background of the case, (2) responses to Complainant's proposed findings of fact, and additional findings if necessary, in numbered paragraphs with citations to the Appendix, (3) argument based upon principles of law with appropriate citations of the authorities relied upon, and (4) conclusions.

**C. Reply Brief**

The Reply Brief should respond to the legal arguments discussed in Respondent's brief. This brief may include responses to any findings of fact proposed in the Opposition Brief but may not include new proposed findings of fact.

**D. Appendix<sup>1</sup>**

The documentary evidence on which a party bases its Proposed Findings of Fact must be included in an Appendix in the following format:

1. The cover of the appendix must identify the party or parties that prepared the appendix; *e.g.*, "Complainant's Appendix."
2. The pages of the appendix must be numbered sequentially.

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<sup>1</sup> The parties can see examples of the format required for the Proposed Findings of Fact ("Served October 4, 2007, Procedural Order, Attachment A Administrative Law Judge Tentative Findings of Fact") and the Appendix ("Served October 4, 2007, Procedural Order, Attachment A Administrative Law Judge Tentative Findings of Fact, Appendix") in the proceeding *Clutch Auto, Ltd. v. International Touch Consolidator, Inc.*, FMC No. 1880(F), accessed from the Commission's web site through "Docket Activity Logs."

3. The appendix must begin with a table of contents identifying each document and identifying the appendix page at which each document begins and noting if any pages are entitled to confidential treatment.
4. Each party must ensure that all documents in its appendix are legible.
5. The parties are instructed, to the extent practicable, to cite to a document in an appendix already in the record rather than include the same document in its own appendix. For instance, if Respondent contends that a document included in Complainant's appendix rebuts the evidence Complainant claims supports a proposed finding of fact, Respondent should cite to Complainant's appendix rather than include a second copy of the same document in its own appendix.
6. The parties should include in the appendix only those pages necessary to identify the document and support its proposed fact. For instance, if support for a party's proposed fact is found on pages 79 and 80 of a deposition transcript, the party should include the cover sheet, pages 79 and 80, and only those preceding and following pages necessary for context, not the entire deposition transcript.
7. If a party includes documents in a language other than English in its appendix, Commission Rule 7 provides:

Every document, exhibit, or other paper written in a language other than English and filed with the Commission or offered in evidence in any proceeding before the Commission under this part or in response to any rule or order of the Commission pursuant to this part, must be filed or offered in the language in which it is written and must be accompanied by an English translation thereof duly verified under oath to be an accurate translation.

46 C.F.R. § 502.7. Unless the document has already been translated by another party, the party who wants to use the document must supply the translation.

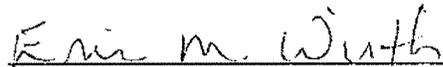
8. The parties must avoid including multiple copies of the same document in the appendix.

**E. Stipulations**

The parties may, by stipulation, agree upon any facts involved in the proceeding. 46 C.F.R. § 502.162. The parties are expected to attempt to narrow the issues and to shorten the proceeding by stipulations. Stipulations must be signed by the parties and should be included in the Appendix. This document must set forth stipulations in numbered paragraphs. Each paragraph must be limited as nearly as practicable to a single factual proposition. The parties must provide an electronic copy of the Stipulations in a word-processing format *to the Office of Administrative Law Judges*.

**F. Electronic Copies of Documents in a Word-Processing Format**

Electronic copies of documents in a word-processing format should be provided by email or on a portable electronic storage device. The parties are directed to consult with each other to determine the most practicable way to send electronic copies to each other. The parties are directed to send the electronic copy to the Office of Administrative Law Judges or send a portable electronic storage device directly to the Office of Administrative Law Judges.

  
\_\_\_\_\_  
Erin M. Wirth  
Administrative Law Judge

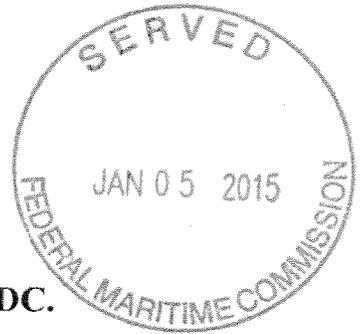
# **EXHIBIT 2**

Exhibit No. 1 to Subpart S [Sec. 502.304(a)]--

**Small Claim Form for Informal Adjudication  
and Information Checklist**

**Federal Maritime Commission, Washington, DC.**

Informal Docket No. 1949(1)



WAGER MUZORORI

INDIVIDUAL

(Claimant)

vs.

CANADA STATES AFRICA (CSA) INC

(Respondent)

I. The claimant is [state in this paragraph whether claimant is an association, corporation, firm or partnership, and if a firm or partnership, the names of the individuals composing the same. State the nature and principal place of business.]

II. The respondent named above is [state in this paragraph whether respondent is an association, corporation, firm or partnership, and if a firm or partnership, the names of the individuals composing the same. State the nature and principal place of business.]

III. That [state in this and subsequent paragraphs to be lettered A, B, etc., the matters that gave rise to the claim. Name specifically each rate, charge, classification, regulation or practice which is challenged. Refer to tariffs, tariff items or rules, or agreement numbers, if known. If claim is based on the fact that a firm is a common carrier, state where it is engaged in transportation by water and which statute(s) it is subject to under the jurisdiction of the Federal Maritime Commission].

IV. If claim is for overcharges, state commodity, weight and cube, origin, destination, bill of lading description, bill of lading number and date, rate and/or charges assessed, date of delivery, date of payment, by whom paid, rate or charge claimed to be correct and amount claimed as overcharges. [Specify tariff item for rate or charge claimed to be proper].

V. State section of statute claimed to have been violated. (Not required if claim is for overcharges).

VI. State how claimant was injured and amount of damages requested.

VII. The undersigned authorizes the Settlement Officer to determine the above-stated claim pursuant to the informal procedure outlined in subpart S (46 CFR 502.301-502.305) of the Commission's informal procedure for adjudication of small claims subject to discretionary

Commission review.

Attach memorandum or brief in support of claim. Also attach bill of lading, copies of correspondence or other documents in support of claim.

(Date) 11/11/2014

(Claimant's signature) NOOR WAZIR

(Claimant's address) 344 REDBUD DRIVE OXFORD P.A. 19363

(Signature of agent or attorney) \_\_\_\_\_

(Agent's or attorney's address) \_\_\_\_\_

**VERIFICATION**

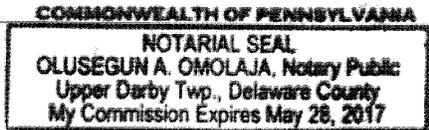
State of \_\_\_\_\_, County of \_\_\_\_\_, ss: \_\_\_\_\_,  
being first duly sworn on oath deposes and says that he or she is \_\_\_\_\_

The claimant [or if a firm, association, or corporation, state the capacity of the affiant] and is the person who signed the foregoing claim, that he or she has read the foregoing and that the facts set forth without qualification are true and that the facts stated therein upon information received from others, affiant believes to be true.

Subscribed and sworn to before me, a notary public in and for the State of PA, County of Delaware, this 11<sup>th</sup> day of December, 2014. (Seal)

[Signature]  
(Notary Public)

My Commission expires, \_\_\_\_\_



Federal Maritime Commission, Washington, DC

1. Claimant

Walter Muzorori, individual resident of Pennsylvania residing at 344 Redbud drive Oxford PA 19363.

2. Respondent

Canada States Africa Lines INC (CSAL). Shipping liner incorporated in Canada

478 McGill Street  
Montreal, Quebec H2Y 2H2 Canada

3 The following shows that CSAL INC Operated Contrary to Agreement and I seek damages as a result.

On May 1<sup>st</sup> 2014 I dropped off my 2 vehicles (2x Volvo truck heads model vnl64t630) with the shipping line CSAL, scheduled to be shipped to Cape Town South Africa, aboard Atlantic Impala.

Tuesday May 13, invoice was issued,

Thursday May 15 I sent an email requesting change of destination from Cape Town to Walvis Bay Namibia or Durban South Africa

Tuesday May 20<sup>th</sup> shipping line accepts change of POD from Cape town to Walvis Bay draft bill of lading sent with change now showing Walvis Bay as final destination.

Tuesday May 27<sup>th</sup> shipping line accepts partial payment for shipping charges from CITADEL Federal credit union, the other half was later received from California from my partner (shipping bill paid in Full)

Tuesday May 27<sup>th</sup> shipping line requests clearing agent information in Walvis Bay Namibia, since I did not have one, I requested that the shipping line recommends one and I went with their referral (Workers Freight in Namibia)

May 30<sup>th</sup> shipping line issues originals to clearing agent in Namibia (Walvis Bay) Final bill of Lading clearly showing all the details which to my knowledge is our final contractual agreement

June 1<sup>st</sup> my 2 drivers and a representative arrive at Walvis Bay Namibia to collect cargo, they stay at the port for 4 days only to find out that my cargo was not dropped in Walvis Bay as per our agreement. I contacted the shipping line asking why my cargo was not at Walvis Bay. To my surprise they dumped my cargo in Cape Town even though I specifically told the shipping line that they had to respect our contract. I have since incurred lots of charges, I have contacted the shipping line numerous times asking them to fix the issue. To date the shipping company has not issued an apology nor assist with the exorbitant charges that I have incurred in Cape Town.

I incurred a total of US\$ 21,948 to move my cargo from Cape Town back to Namibia, which was our intended POD. I therefore demand that CSAL compensate me in full for failing to fulfil our contractual agreement.

I contacted Federal maritime Commission with my dispute,

Shipping line, offered \$5,000, of which I refused since I've spent almost \$22,000 moving my cargo from Cape Town.

I have attached all necessary documents to back up my claim

(S E R V E D)  
( JANUARY 5, 2015 )  
(FEDERAL MARITIME COMMISSION)

**FEDERAL MARITIME COMMISSION**

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**INFORMAL DOCKET NO. 1949(I)**

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**WALTER MUZORORI**

v.

**CANADA STATES AFRICA LINES INC. (CSAL)**

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**NOTICE OF FILING OF SMALL CLAIMS COMPLAINT AND ASSIGNMENT**

---

Notice is given that the claim in this proceeding, filed by Walter Muzorori, was served this day upon the respondent named above. On or before January 30, 2015, Respondent must file its response to the claims stated in the complaint. Respondent must also state whether it consents to the adjudication of this matter under the informal procedures set forth under Subpart S of the Commission's Rules of Practice and Procedure (46 C.F.R. 502.301-305). Failure of respondent to submit a timely response expressly refusing the informal procedure set forth in Rule 304 of Subpart S will be deemed, conclusively, to indicate consent to the informal procedure. Respondent must send a copy of the response to the claimant at complainant's address stated on the complaint.

This proceeding is assigned to the Chief Administrative Law Judge to designate a Small Claims Officer for decision. All communications pertaining to this matter must include the Informal Docket No. 1949(I), Walter Muzorori v. Canada States Africa Lines, Inc. (CSAL), and be addressed to Small Claims Officer, Federal Maritime Commission, Office of Administrative Law Judges, Room 1088, 800 North Capitol Street, N.W.,

20573-0001. Electronic submissions may also be made to [Judges@fmc.gov](mailto:Judges@fmc.gov). A party must send a copy of any and all documents sent to the Small Claims Officer to every other party in the proceeding. A party filing documents must attach a statement certifying that the copies of the documents were sent to all other parties in the proceeding.



Rachel E. Dickon  
Assistant Secretary

# **EXHIBIT 3**

**Docket Number 1949F**

**WALTER MUZORORI**

**(Complainant)**

**Versus.**

**CANADA STATES AFRICAN LINES (CSAL)**

**(Respondents)**

**FEDERAL MARITIME COMMISSION**

**(Formal Complaint)**

**WASHINGTON, DC**

**COMPLAINANT'S BRIEF**

**TO THE HONORABLE COMMISSION**

I am an honest, hardworking individual getting into a trucking business in Africa. I purchased two tractor trucks in Wilmington, North Carolina and contracted CSAL to transport them via ship to Walvis Bay, Namibia in Africa. The transportation of the trucks by CSAL went horribly wrong as the carrier (CSAL) did not discharge my cargo at the agreed port of destination resulting in crippling my business; I was left in huge debt and close to bankruptcy.

I come to the commission to seek redress as all efforts to resolve the matter amicably with CSAL have failed. I feel it is a case of large corporate organization taking advantage of a small man and dragging the issue so that I just give up. I also note that if I was permanently based in Africa I would not have been able to seek this redress with the commission and CSAL would have just gotten away with this malpractice.

I seek redress of the commission in line with the spirit per your mission statement and policy declaration:

"To foster a fair, efficient and reliable international ocean transportation system and to protect the public from unfair and deceptive practices"

Declaration of Policy

To achieve the policies declared in Section 2 the Commission is authorized to protect the consumer, the shipper and the public to maintain an orderly and responsible development of international ocean shipment to supervise and control the ocean common carriers known as Marine Terminal Operators in the Shipping Act and to investigate the complaints lodged against and if necessary to impose penalties upon the ocean common carriers

This present case was filed under the Shipping Act. The purpose of enacting the Shipping Act was to enhance not to limit the spirit of the common law rule. The Shipping Act was enacted to provide an efficient and economic transportation system in the ocean commerce of the United States to promote the growth and development of the United States exports through competitive and efficient ocean transportation and to establish a nondiscriminatory regulatory process for the common carriage of goods by water The Shipping Act Section 2.

Title 46 › Subtitle IV › Part A › Chapter 411 of the Shipping Act provides a list of actions that are prohibited of the ocean carriers.

CSAL violated Section 46 U.S. Code § 41102 - General prohibitions

The Shipping Act which prohibits the common carrier from operating in contrary to the agreement – see section below of the code

**“(b) Operating Contrary to Agreement.**— A person may not operate under an agreement required to be filed under section 40302 or 40305 of this title if

**(2) the operation is not in accordance with the terms of the agreement or any modifications to the agreement made by the Federal Maritime Commission.**

**(c) Practices in Handling Property.**— A common carrier, marine terminal operator, or ocean transportation intermediary may not fail to establish, observe, and enforce just and reasonable regulations and practices relating to or connected with receiving, handling, storing, or delivering property.”

CSAL violated the sections quoted above by not delivery my trucks at the agreed port of destination

Chronology of events: CSAL Operated Contrary to Agreement.

1. On May 1<sup>st</sup> 2014 I delivered my vehicles (2x Volvo truck heads model VNL 64T630) with the shipping line CSAL, scheduled to be shipped to Cape Town South Africa, aboard Atlantic Impala vessel.
2. Tuesday May 13, 2014 CSAL invoiced me for the movement to my cargo, total invoice is xxxx – **SEE EXHIBIT 1.**
3. On Thursday May 15, 2014 I sent an email requesting change of port of destination from Cape Town, South Africa to Walvis Bay, Namibia – **SEE EXHIBIT 2**
4. On Tuesday May 20<sup>th</sup> 2014, CSAL accepted to change of Port of Discharge from Cape Town to Walvis Bay, - **SEE EXHIBIT 3**
5. CSAL sent me an updated draft bill of lading with change now showing Walvis Bay as final destination – **SEE EXHIBIT 4 and supporting emails**

6. Tuesday May 27<sup>th</sup> shipping line accepted partial payment for shipping charges from CITADEL Federal credit union, the other half was later received from California from my partner (shipping bill was paid in full)
  
7. Tuesday May 27<sup>th</sup>, CSAL requested from me the clearing agent information in Walvis Bay Namibia. Since I did not have one, I requested that the shipping line recommend one and they provided me with two companies they use. I went with their referral and appointed a company called Wokers Freight in Namibia
  
8. May 30<sup>th</sup>, 2014 CSAL issued original documentation to be used for clearing my cargo to Woker Freight Namibia (Walvis Bay), a Final bill of Lading clearly showing all the details which to my knowledge is our final contractual agreement  
**SEE EXHIBIT 5, clearly showing a stamped landing order from the Ministry of Finance Customs Republic of Namibia on June 3<sup>rd</sup>, which was clearly generated from the paperwork provided by CSAL.**
  
9. On June 1<sup>st</sup>, 2014 I sent my (2) drivers and a representative to Walvis Bay Namibia to collect my cargo. They stayed at the port for (4) days, only to find out that my cargo was not discharged/offloaded in Walvis Bay as per our agreement.
  
10. I contacted the shipping line inquiring why my cargo was not at Walvis Bay as per the agreement.

11. CSAL HQ in Canada (correspondence with Kate (csal employee) at that point did not even know that my cargo was not discharged in Walvis Bay, in fact Kate initial response was that it is impossible that they did not discharge my cargo in Walvis
12. We later ascertained that my cargo was still on board the vessel and that vessel was now docked in Cape Town waiting to discharge.
13. We requested CSAL to re-route our cargo back to Walvis Bay and for reasons best known CSAL, my request was not entertained.
14. I specifically told CSAL that my cargo cannot be discharged in Cape Town as we have no arrangements, agents etc to handle our cargo there - **SEE EXHIBIT 6**. In Cape Town, South Africa, cargo that is dumped without having an appointed clearing agent attracts punitive penalties as a deterrent to shippers and shipping lines in dumping goods in South Africa.
15. We also want to state on record that we made all arrangements for our cargo at Walvis Bay, Namibia not at Cape Town, South Africa.
16. To my surprise CSAL dumped my cargo in Cape Town without my consent, even though I specifically told them to respect our contract. The cargo was therefore discharged at an incorrect port with no local agent to clear the goods.
17. My partner (in Africa) and I spent the great part of period between June 6 to June 19, 2014 in serious engagements with CSAL to move our cargo back to port of Walvis Bay as per contract.

- 
18. CSAL was extremely unhelpful; they sent us from pillar to post. After a lot of correspondence, CSAL advised us to submit a claim which they would pass to their insurers  
- **SEE EXHIBIT 7**
19. CSAL also asked us to mitigate loss by making alternative arrangements to move our cargo to final destination, we did precisely that.
20. I incurred huge unplanned expenses that have completely ruined my business and deliverance of contracts I had with my customers.
21. I contacted the CSAL on numerous times requesting them to fix the issue. To date the shipping company has not issued an apology or assisted in any way with the exorbitant charges that I have incurred in Cape Town.
22. Because our cargo was discharged at the wrong port destination by CSAL, we incurred direct costs amounting to US\$ 21,948 (**see recon and supporting documentation – EXHIBIT 3**) to move my cargo from Cape Town back to Namibia, which was our intended Port of Discharge.
23. These costs are the main direct costs associated with moving our cargo from port of Cape Town to Namibia, which were completely avoidable had CSAL delivered our cargo in Namibia, port of Walvis Bay as contracted. I therefore demanded that CSAL compensate me in full for failing to fulfil our contractual agreement.
-

24. CSAL has refused to cooperate hence my approach to FMC

25. I contacted Federal Maritime Commission with my dispute,

26. When FMC contacted CSAL to try and resolve this issue, CSAL, offered \$5,000 (**see EXHIBIT 8**). I refused the offer as I spent almost \$22,000 moving my cargo from Cape Town and CSAL offer is well short of my losses not mentioning the opportunity costs I incurred as well the trauma I experienced with this transaction

27. I have attached all necessary documents to back up my claim and will submit any other information that may be required.

### **Complainants Appendix**

Exhibit 1: Invoice to transport the goods

Exhibit 2: Email requesting change of port of destination from Cape Town to Walvis Bay

Exhibit 3: Email accepting change of port of destination.

Exhibit 4: New bill of lading showing Walvis Bay

Exhibit 5: Stamped Bill of Lading by the Ministry of Finance Namibia.

Exhibit 6: Email to CSAL clearly stating that Cape Town was not an option.

Exhibit 7: Email from CSAL advising me to move my cargo and submit receipts for reimbursement.

Exhibit 8: Offer from CSAL

# **EXHIBIT 4**

**Exhibit I invoice**

 <b>CSAL - Canada States Africa Line</b> 478 McGill Street MONTREAL, QC H2Y 2H2 Tel: (514) 940-0660 Fax: (514) 940-6600		<b>LINER BOOKING NOTE</b>		Page: 1/3			
		<b>1. BOOKING #</b> S002863CH		<b>2. DATE</b> 01-May-2014			
<b>5. SHIPPER</b> Walter Muzorori 344 Redbud Drive 19363 Walter Muzorori wmuzorori@yahoo.com		<b>3. VESSEL NAME / VOYAGE</b> ATLANTIC IMPALA / S403		<b>4. OPTIONAL VOYAGE</b>			
		<b>6. AGENT IN PORT OF LOADING</b> ATLANTIC RO-RO CARRIERS 95 River St., 3rd Floor 07030 Hoboken, NJ Andrei Lazourenko Phone : (201) 356-2300 Fax: (201) 356-2299		<b>7. DELIVERY CUT-OFF / PICK UP CUT-OFF</b> 05-May-2014 <b>8. ESTIMATED SAILING DATE</b> 10-May-2014 <b>ESTIMATED DATE OF ARRIVAL TO POD</b> 04-Jun-2014			
<b>9. FORWARDER</b>	<b>10. BILLING PARTY</b> Walter Muzorori 344 Redbud Drive 19363 Walter Muzorori wmuzorori@yahoo.com	<b>11. PLACE OF RECEIPT</b>		<b>12. TERMINAL</b> RUKERT TERMINAL RUKERT TERMINALS CORPORATION 2021 SOUTH CLINTON STREET 21224, MD BALTIMORE Phone: 410-276-1013 ATTN: Frank Olszewski			
		<b>13. PORT OF LOADING</b> BALTIMORE MD UNITED STATES					
		<b>14. DISCHARGE PORT</b> CAPE TOWN SOUTH AFRICA					
		<b>15. FINAL DESTINATION</b>					
<b>16. CARGO SPECIFICATION / DESCRIPTION</b>							
Item: 1	1	UNIT(S)	Truck Head, Used, Max 30'L	Total MTONS 7.71 MT Total CBM 85.00 CBM			
Total:				7.71 MT 85.00 CBM			
<b>17. FREIGHT RATE (USD) TERMS OF SHIPMENT</b>							
<b>Item #</b>	<b>Charge</b>	<b>Cur</b>	<b>Rate Per</b>	<b>Item #</b>	<b>Charge</b>	<b>Cur</b>	<b>Rate Per</b>
1	NETFREIGHT	USD	4400.00 UNIT				
1	Bunker Adjustment Factor	USD	150.00 UNIT	1	B/L Fee	USD	50.00 LUM
Remarks: TERMS: FOT/LO PAYMENT: prepaid payment within 5 banking days from vessel sailing, unless otherwise specified IF BOOKING IS CANCELED AFTER 1-May-2014 PLEASE SEE CLAUSE 5 BELOW							
<b>18. SPECIAL INSTRUCTION</b> CARRIAGE ON DECK AT CARRIER'S OPTION.				<b>19. RESPONSIBLE PARTY FOR WHARFAGE</b> CSAL CANADA-STATES-AFRICA-LINE INC.			
<b>20. HAZARDOUS CARGO REQUIREMENTS</b> IMO Dangerous Goods Declaration to be submitted to CSAL by SHIPPER prior cargo delivery to Port of Loading UN NO.: EMS: CLASS: EMERG NO.:				<b>21. RESPONSIBLE PARTY FOR B/L MASTER</b> Walter Muzorori			
				<b>22. RESPONSIBLE PARTY FOR SED</b> Walter Muzorori			
				<b>23. RESPONSIBLE PARTY FOR THC IN POL</b> CSAL CANADA-STATES-AFRICA-LINE INC.			
<b>24. SPECIAL NOTES</b> GENERAL TERMS 1) MINIMUM BILL OF LADING CHARGES: 1. \$1000.00 NON-HAZ; 2. \$1500.00 HAZARDOUS (CLASS 1 OR 7 NOT INCLUDED); 3. \$2500.00 HAZARDOUS (CLASS 1 AND 7) 2) SHIPPERS ARE RESPONSIBLE TO PROVIDE THE FOLLOWING INFORMATION AT LEAST 48 HRS PRIOR TO THEIR CARGO BEING LOADED ON BOARD THE VESSEL: A. PRECISE AND ACCURATE DESCRIPTION OF THE CARGO, CARGO WEIGHT AND VOLUME; THE NUMBERS AND QUANTITIES OF THE LOWEST EXTERNAL PACKAGING UNIT; SHIPPERS COMPLETE NAME/ADDRESS OR ID NUMBER ASSIGNED BY U.S. / CANADIAN CUSTOMS; COMPLETE NAME AND ADDRESS OF THE CONSIGNEES OR OWNERS OR OWNER'S REPRESENTATIVES OR ID NUMBER; HAZ MAT INFORMATION (DANGEROUS GOODS DECLARATION); CONTAINER NUMBERS; SEAL NUMBERS. INCORRECT, INSUFFICIENT, FRAUDULENT OR DELAYED INFORMATION SENT TO CARRIER MAY RESULT IN PENALTIES, FINES, AND PROSECUTION FROM US CUSTOMS FOR WHICH SHIPPER AND/OR THEIR AGENTS IN PORT OF LOADING WILL BE HELD FULLY RESPONSIBLE. 3) FOR US BOUND CARGO - ALL SHIPPERS WILL BE REQUIRED TO PROVIDE AN ACCEPTED COPY OF THE ISF FILING FORMS: 72 HOURS BEFORE LOADING FOR CONTAINERIZED CARGO; 48 HOURS BEFORE LOADING FOR BREAK-BULK CARGO. ALL NON-COMPLIANT SHIPMENTS MAY BE SUBJECT TO DELAYS, FINES, NO-LOAD DISPOSITIONS AS WELL AS DEAD FREIGHT AND CHARGES FOR VESSEL DETENTION / DAMAGES. 4) MASTER B/L AND EXPORT DECLARATIONS ARE DUE IN OUR OFFICE NOT LATER THAN 24 HRS PRIOR TO VESSEL ARRIVAL OTHERWISE LATE DOCUMENT FEE OF \$75.00 PER B/L SET WILL APPLY. 5) CANCELLATION CLAUSE: ANY BOOKING CANCELED SEVEN (7) DAYS OR LESS BEFORE CUT-OFF DATE WILL BE CHARGED HUNDRED PERCENT (100%) OF TOTAL FREIGHT. FOR CANCELLATIONS FOURTEEN (14) DAYS OR LESS PRIOR TO CUT-OFF 40% DEAD FREIGHT WILL BE CHARGED SHIPPER'S FAILURE TO DELIVER THE CARGO TO THE TERMINAL BY THE CUT-OFF DATE MAY RESULT IN CANCELLATION OR ROLLING OF THE BOOKING. 6) WHARFAGE/THC/STORAGE CHARGES AT THE PORT OF LOADING/DISCHARGE ARE FOR SHIPPER/RECEIVER A/C AS PER RESPECTIVE PORT AUTHORITY BOOKING NOTE IS VALID ONLY IF SIGNED BY BOTH PARTIES WITHIN 48 HRS FROM BOOKING DATE: PLS CONFIRM BY RETURN FAX							
<b>SIGNATURE</b> CSAL 				<b>SIGNATURE (SHIPPER / FORWARDER)</b>			

# **EXHIBIT 5**

SHIPPER / EXPORTER (COMPLETE NAME AND ADDRESS) WALTER MUZORORI 344 REDBUD DRIVE OXFORD PA 19363 USA TEL: 484-880-5964	BOOKING NO. S002863CH EXPORT REFERENCES	BILL OF LADING NO. BACP03140002
---	---	------------------------------------

CONSIGNEE (COMPLETE NAME AND ADDRESS) RONALD MACHUMI 19 UITERWYK STREET VAN REEBIEKSHOFF BELLVILLE 7530 CAPE TOWN SOUTH AFRICA	FORWARDING AGENT, F. M. C. NO.
--	--------------------------------

NOTIFY PARTY (COMPLETE NAME AND ADDRESS) RONALD MACHUMI 19 UITERWYK STREET VAN REEBIEKSHOFF BELLVILLE 7530 CAPE TOWN SOUTH AFRICA	ALSO NOTIFY-ROUTING & INSTRUCTIONS
---	------------------------------------

PLACE OF INITIAL RECEIPT*	PLACE OF INITIAL RECEIPT**	POINT AND COUNTRY OF ORIGIN
VESSEL ATLANTIC IMPALA	VOY FLAG S403 MALTA	PORT OF LOADING BALTIMORE
PORT OF DISCHARGE CAPE TOWN	PLACE OF DELIVERY BY ON-CARRIER *	PLACE OF DELIVERY BY ON-CARRIER**

PARTICULARS FURNISHED BY SHIPPER -- CARRIER NOT RESPONSIBLE

Container No /Seal No Marks and Numbers	No. of Pkgs.	Description of Packages and Goods	Gross Weight KGS	Measure CBM
	2 X ---	UNIT(S) ROAD TRACTORS, USED	12700.00	150.00
	2	VIN: 4V4NC9GH35N396534 - VOLVO 2005 VIN: 4V4NC9GHX5N396529 - VOLVO 2005  VEHICLES NEW OR USED RECEIVED WITHOUT TECHNICAL INSPECTION AND WITHOUT CHECKING EQUIPMENT AND ACCESSORIES INSIDE OR OUTSIDE AND ANY LOOSE ITEMS INSIDE VEHICLE, THEREFORE CARRIER, SHIP OWNER, STEVEDORE AND TERMINAL OPERATORS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE OF WHATEVER CAUSE AND WITHOUT LIABILITY AS TO CONDITION OF VEHICLE. **** FREIGHT PREPAID **** AES ITN: X20140507396159 "CARRIED ON DECK WITH SHIPPER'S PERMISSION AND KNOWLEDGE, CARRIER IS WITHOUT LIABILITY FOR LOSS AND DAMAGE HOWSOEVER CAUSED"	12700.00	150.00

THESE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS.  
DIVERSION CONTRARY TO U.S. LAW PROHIBITED.

RECEIVED On Board the sealed Container or Packages or other shipping units said to contain the goods described above in apparent good order and condition unless otherwise stated, weight, measure, marks, numbers, quality, contents and value unknown, for transport and delivery at the port or place stated herein unto Consignees or their Assigns, they paying all freight due plus other Charges incurred in accordance with the Terms and Conditions contained on the face and back of this Bill of Lading.  
IN ACCEPTING this Bill of Lading, Merchant expressly agrees that Containers may be stowed on deck without notice pursuant to Clause 10 on the back of this Bill of Lading, and accepts and agrees to all the following terms and conditions (including definitions), whether written, printed, stamped or otherwise incorporated, as fully as if they were all signed by Merchant.  
DELIVERY OPTIONS for Containerized Goods: (A) direct unstuffing in the port after expiration of free time period; (B) Carrier haulage arrangements under the inland rates of Carrier payable in advance; and (c) Merchant haulage subject to either deposit with Carrier of full replacement value of the Container or other security arrangements acceptable to Carrier.  
Note: "apparent good order and condition" when used with reference to Goods that are metal or wood/paper products does not mean that, when received, such Goods or the packaging thereof were free of visible staining, chafing, cutting or breakage, or of moisture, or of rust or oxidation or other consequences thereof, or that the packaging and marking of the Goods were adequate to ensure their safe transit and proper delivery. If the shipper so requests, a substitute bill of lading will be issued omitting the foregoing definition and setting forth any variations as to staining, chafing, cutting, breakage, moisture, etc., that may appear on the mate's or tally clerk's receipts. (Terms and Conditions continued on the back hereof)  
\* Applicable only when document used for through-transport  
\*\* For information only, does not imply through-transportation  
A set of 3 Bills of Lading (excluding copies) is hereby issued by Carrier, all of the same tenor and date, one of which being accomplished the others shall be void. One original Bill of Lading must be surrendered for delivery of Goods.

ON BEHALF OF MASTER

By: \_\_\_\_\_

ISSUED AT:

DATED: 05.10.2014

MO/DAY/YR



# **EXHIBIT 6**



**CANADA-STATES-AFRICA-LINE, INC.**  
 478 MCGILL STREET  
 MONTREAL, QUEBEC H2Y 2H2 CANADA

**INTERNATIONAL BILL OF LADING**

NOT NEGOTIABLE UNLESS CONSIGNED "TO ORDER"

SHIPPER / EXPORTER (COMPLETE NAME AND ADDRESS) WALTER MUZORORI 344 REDBUD DRIVE OXFORD PA 19363 USA TEL: 484-880-5964		BOOKING NO. S002863CH	BILL OF LADING NO. BACP03140002
CONSIGNEE (COMPLETE NAME AND ADDRESS) MR RONALD MACHUMI 5 BARBOUR ROAD CRANBORNE, HARARE, ZIMBABWE		EXPORT REFERENCES	
NOTIFY PARTY (COMPLETE NAME AND ADDRESS) ALTIITUDE FREIGHT 4 PEARSON ROAD TABLEVIEW 7441 CT: Gerald Binneman TEL: 021-5561212 CELL: .0823021793 FAX: 021-5567723		FORWARDING AGENT, F.N.C. NO.	
PLACE OF INITIAL RECEIPT*		ALSO NOTIFY-ROUTING & INSTRUCTIONS	
VESSEL ATLANTIC IMPALA	VOY. S403	FLAG MALTA	POINT AND COUNTRY OF ORIGIN
PORT OF DISCHARGE CAPE TOWN	PORT OF LOADING BALTIMORE	LOADING PIER / TERMINAL	
	PLACE OF DELIVERY BY ON-CARRIER*	PLACE OF DELIVERY BY ON-CARRIER**	

PARTICULARS FURNISHED BY SHIPPER -- CARRIER NOT RESPONSIBLE				
Container No./Seal No. Marks and Numbers	No. of Pkgs.	Description of Packages and Goods	Gross Weight KGS	Measure CBM
	2 X ---	UNIT(S) ROAD TRACTORS, USED	12700.00	150.00
	2	VIN: 4V4NC9GH35N396534 - VOLVO 2005 VIN: 4V4NC9GHX5N396529 - VOLVO 2005	12700.00	150.00
VEHICLES NEW OR USED RECEIVED WITHOUT TECHNICAL INSPECTION AND WITHOUT CHECKING EQUIPMENT AND ACCESSORIES INSIDE OR OUTSIDE AND ANY LOOSE ITEMS INSIDE VEHICLE, THEREFORE CARRIER, SHIP OWNER, STEVEDORE AND TERMINAL OPERATORS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE OF WHATEVER CAUSE AND WITHOUT LIABILITY AS TO CONDITION OF VEHICLE. ***** FREIGHT PREPAID ***** AES ITN: X20140507396159 "CARRIED ON DECK WITH SHIPPER'S PERMISSION AND KNOWLEDGE, CARRIER IS WITHOUT LIABILITY FOR LOSS AND DAMAGE HOWSOEVER CAUSED"				

THESE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS.  
 DIVERSION CONTRARY TO U.S. LAW PROHIBITED.

RECEIVED ON BOARD the named Container or Packages or other shipping units said to contain the goods described above in apparent good order and condition unless otherwise stated, weight, measure, marks, numbers, quality, contents and value unknown for transport and delivery at the port or place stated herein unto Consignee or their Agents, they paying all freight due plus other charges indicated in accordance with the Terms and Conditions contained on the front and back of this Bill of Lading.

IN ACCEPTING this Bill of Lading, Merchant expressly agrees that Consignee may be stowed on deck without notice pursuant to Clause 10 on the back of this Bill of Lading, and accepts and agrees to all the following terms and conditions (including definitions), whether written, printed, stamped or otherwise incorporated, as fully as if they were all signed by Merchant:

DELIVERY OPTIONS for Consignee Goods: (A) direct unloading in the port after expiration of free time period; (B) Carrier haulage arrangements under the inland rates of Carrier payable in advance; and (C) Merchant haulage subject to either deposit with Carrier of full replacement value of the Container or other security arrangements acceptable to Carrier.

Note: "Apparent good order and condition" when taken with reference to Goods that are metal or wood/paper products does not mean that, when received, such Goods or the packaging thereof were free of visible staining, chalking, cutting or breakage or of moisture, or of rust, oxidation or other consequences thereof, or that the packaging and marking of the Goods were adequate to ensure their safe stowage and proper delivery. If the shipper so requests, a notational Bill of Lading will be issued omitting the foregoing definition and setting forth any variations as to staining, chalking, cutting, breakage, moisture, etc., that may appear on the marks or tally clerk's receipts. (Terms and Conditions continued on the back hereof)

\* Applicable only when document used for through-transportation.  
 \*\* For information only; does not apply through-transportation.  
 A set of 3 Bills of Lading (including copies) is hereby issued by Carrier, all of the same tenor and date, one of which being accomplished the others shall be void. One original Bill of Lading must be surrendered for delivery of Goods.

ON BEHALF OF SHIPPER  
**MITCHELL COITTS MARITIME**  
 By: *[Signature]*  
 A member of the Sturrock Grindrod Maritime Group  
 ISSUED AT: CAPE TOWN  
 As agents only for

DATED: 05.10.2014

**ORIGINAL**

**CS.A.L.**

MO/DAY/YR



# **EXHIBIT 7**

Support of Exhibit 1

From: CISN Ekaterina Fouxon <kate@cisnav.com>;  
To: CSALINE Ekaterina Fouxon <kate@csaline.com>; 'walter muzorori' <wmuzorori@yahoo.com>; CSALINE Eugene Nutovich <eugene@csaline.com>; CISN Yuliya Nasedkina <yulia@CISNAV.com>;  
Cc: rmachumi@gmail.com <rmachumi@gmail.com>;  
Subject: RE: RE: RE: Inv. 2005571 - S002863CH/BACP03140002 / Atlantic Impala S403  
Sent: Mon, May 19, 2014 4:09:42 PM

Hi Walter,

Please advise whether POD change is still required and to which port as we have to send docs to customs soon.

Thank you,

Best Regards,

Kate (Ekaterina) Fouxon

Canada States Africa Line  
478 McGill Street | Montreal | Quebec | H2Y 2H2 | Canada  
(O) +1.514.940.0660 | (D) +1.514.940.6611 ext 220 | (F) +1.514.940.6600  
Skype: [ekaterina.fouxon.cisn](mailto:ekaterina.fouxon.cisn) | E-mail: [kate@csaline.com](mailto:kate@csaline.com) | [www.csaline.com](http://www.csaline.com)

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From: CSALINE Ekaterina Fouxon  
Sent: Friday, May 16, 2014 12:40 PM  
To: 'walter muzorori'; CSALINE Ekaterina Fouxon; CSALINE Eugene Nutovich; CISN Yuliya Nasedkina  
Cc: [rmachumi@gmail.com](mailto:rmachumi@gmail.com)  
Subject: RE: RE: RE: Inv. 2005571 - S002863CH/BACP03140002 / Atlantic Impala S403

Walter,

We could discharge at Walvis Bay at no additional charge.

Please advise.

Best Regards,

# **EXHIBIT 8**

Exhibit 2 of 3 change of POD

This email and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are not the intended recipient or the person responsible for delivering the email to the intended recipient, be advised that you have received this email in error, and that any use, dissemination, forwarding, printing, or copying of this email is strictly prohibited. If you received this email in error, please immediately notify Canada States Africa Line at +1.514.940.0660 or via e-mail [info@csaline.com](mailto:info@csaline.com)

**From:** CISN Ekaterina Fouxon  
**Sent:** Monday, May 19, 2014 2:06 PM  
**To:** 'walter muzorori'; CSALINE Ekaterina Fouxon; CSALINE Eugene Nutovich; CISN Yuliya Nasedkina  
**Cc:** [rmachumi@gmail.com](mailto:rmachumi@gmail.com)  
**Subject:** RE: RE: RE: RE: Inv. 2005571 - S002863CH/BACP03140002 / Atlantic Impala S403 POD change to WV

Hi Walter,

Please find attached CSAL bank details for wire payment.

Best Regards,

Kate (Ekaterina) Fouxon

Canada States Africa Line  
478 McGill Street | Montreal | Quebec | H2Y 2H2 | Canada  
(O) +1.514.940.0660 | (D) +1.514.940.6611 ext 220 | (F) +1.514.940.6600  
Skype: [ekaterina.fouxon.cisn](https://www.skype.com/user/ekaterina.fouxon.cisn) | E-mail: [kate@csaline.com](mailto:kate@csaline.com) | [www.csaline.com](http://www.csaline.com)

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**From:** walter muzorori [<mailto:wmuzorori@yahoo.com>]  
**Sent:** Monday, May 19, 2014 1:46 PM  
**To:** CSALINE Ekaterina Fouxon; CSALINE Eugene Nutovich; CISN Yuliya Nasedkina; CISN Ekaterina Fouxon  
**Cc:** [rmachumi@gmail.com](mailto:rmachumi@gmail.com)  
**Subject:** Re: RE: RE: RE: Inv. 2005571 - S002863CH/BACP03140002 / Atlantic Impala S403

Kate,

We have decided to go with Walvis Bay. Please let me know if there is something to provide on my end. I also just left the bank and they have requested full wire institutions in order for me to complete the transfer. Thank you

Sent from Yahoo Mail on Android

# **EXHIBIT 9**

Exhibit 4: Final destination Walvis Bay

SHIPPER / EXPORTER (COMPLETE NAME AND ADDRESS) WALTER MUZORORI 344 REDBUD DRIVE OXFORD PA 19363 USA TEL: 484-880-5964			BOOKING NO. S002863CH	BILL OF LADING NO. BACP03140002
CONSIGNEE (COMPLETE NAME AND ADDRESS) RONALD MACHUMI 19 UITERWYK STREET VAN REEBIEKSHOFF BELLVILLE 7530 CAPE TOWN SOUTH AFRICA			EXPORT REFERENCES	
NOTIFY PARTY (COMPLETE NAME AND ADDRESS) WOKER FREIGHT SERVICES PTY LTD THE MARITIME BUILDING 2 THIRD STREET PO BOX 4 WALVIS BAY, NAMIBIA TEL: +264642012211 CONTACT@WFS.COM.NA			FORWARDING AGENT, F.M.C. NO.	
PLACE OF INITIAL RECEIPT*			ALSO NOTIFY-ROUTING & INSTRUCTIONS	
PLACE OF INITIAL RECEIPT**			POINT AND COUNTRY OF ORIGIN:	
VESSEL ATLANTIC IMPALA	VOY. S403	FLAG MALTA	PORT OF LOADING BALTIMORE	LOADING PIER / TERMINAL
PORT OF DISCHARGE WALVIS BAY			PLACE OF DELIVERY BY ON-CARRIER *	PLACE OF DELIVERY BY ON-CARRIER**

PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE

Container No./Seal No. Marks and Numbers	No. of Pkgs.	Description of Packages and Goods	Gross Weight KGS	Measure CBM
	2 X	UNIT(S)	12700.00	150.00
	---	ROAD TRACTORS, USED		
	2	VIN: 4V4NC9GH35N396534 - VOLVO 2005 VIN: 4V4NC9GHX5N396529 - VOLVO 2005	12700.00	150.00
		VEHICLES NEW OR USED RECEIVED WITHOUT TECHNICAL INSPECTION AND WITHOUT CHECKING EQUIPMENT AND ACCESSORIES INSIDE OR OUTSIDE AND ANY LOOSE ITEMS INSIDE VEHICLE, THEREFORE CARRIER, SHIP OWNER, STEVEDORE AND TERMINAL OPERATORS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE OF WHATEVER CAUSE AND WITHOUT LIABILITY AS TO CONDITION OF VEHICLE. **** FREIGHT PREPAID **** AES ITN: X20140507396159 "CARRIED ON DECK WITH SHIPPER'S PERMISSION AND KNOWLEDGE, CARRIER IS WITHOUT LIABILITY FOR LOSS AND DAMAGE HOWSOEVER CAUSED"		

THESE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS. DIVERSION CONTRARY TO U.S.LAW PROHIBITED.

RECEIVED On Board the sealed Container or Packages or other shipping units said to contain the goods described above in apparent good order and condition unless otherwise stated, weight, measure, marks, numbers, quality, contents and value unknown, for transport and delivery at the port or place stated herein unto Consignees or their Assigns, they paying all freight due plus other Charges incurred in accordance with the Terms and Conditions contained on the face and back of this Bill of Lading. IN ACCEPTING this Bill of Lading, Merchant expressly agrees that Containers may be stowed on deck without notice pursuant to Clause 10 on the back of this Bill of Lading, and accepts and agrees to all the following terms and conditions (including definitions) whether written, printed, stamped or otherwise incorporated, as fully as if they were all signed by Merchant.

DELIVERY OPTIONS for Containerized Goods: (A) direct unstuffing in the port after expiration of free time period; (B) Carrier haulage arrangements under the inland rates of Carrier payable in advance; and (c) Merchant haulage subject to either deposit with Carrier of full replacement value of the Container or other security arrangements acceptable to Carrier.

Note: "apparent good order and condition" when used with reference to Goods that are metal or wood/paper products does not mean that, when received, such Goods or the packaging thereof were free of visible staining, chafing, cutting or breakage, or of rot, rust, oxidation or other consequences thereof, or that the packaging and marking of the Goods were adequate to ensure their safe transit and proper delivery. If the shipper so requests, a substitute bill of lading will be issued omitting the foregoing definition and setting forth any notations as to staining, chafing, cutting, breakage, moisture, etc. that may appear on the mate's or tally clerk's receipts. [Terms and Conditions continued on the back hereof]

\* Applicable only when document used for through-transport.

\*\* For information only, does not apply through-transportation.

A set of 3 Bills of Lading (excluding copies) is hereby issued by Carrier, all of the same tenor and date, one of which being accomplished the others shall be void. One original Bill of Lading must be surrendered for delivery of Goods.

ON BEHALF OF MASTER

By: \_\_\_\_\_

ISSUED AT:

DATED: 05.10.2014

MO/DAY/YR

# **EXHIBIT 10**

478 McGill Street | Montreal | Quebec | H2Y 2H2 | Canada  
(O) +1.514.940.0660 | (D) +1.514.940.6611 ext 241 | (F) +1.514.940.6600  
E-mail: [tanya@csaline.com](mailto:tanya@csaline.com) | [www.csaline.com](http://www.csaline.com)

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**From:** walter muzorori [<mailto:wmuzorori@yahoo.com>]

**Sent:** Tuesday, May 27, 2014 11:51 AM

**To:** CSALINE Tanya Gorbacheva

**Cc:** [rmachumi@gmail.com](mailto:rmachumi@gmail.com); CSALINE Anna Bachkeeva; CSALINE Charis Hansen; CSALINE Ekaterina Fouxon; CSALINE Eugene Nutovich

**Subject:** Re: RE: RE: RE: RE: RE: Inv. 2005571 - S002863CH/BACP03140002 / Atlantic Impala S403 POD change to WV

Tanya

The other half was posted after C.O.B eastern time, so it should reflect today.

Sent from Yahoo Mail on Android

---

**From:** CSALINE Tanya Gorbacheva <[tanya@csaline.com](mailto:tanya@csaline.com)>;

**To:** 'walter muzorori' <[wmuzorori@yahoo.com](mailto:wmuzorori@yahoo.com)>;

**Cc:** [rmachumi@gmail.com](mailto:rmachumi@gmail.com) <[rmachumi@gmail.com](mailto:rmachumi@gmail.com)>; CSALINE Anna Bachkeeva <[anna@csaline.com](mailto:anna@csaline.com)>; CSALINE Charis Hansen <[charis@csaline.com](mailto:charis@csaline.com)>; CSALINE Ekaterina Fouxon <[kate@csaline.com](mailto:kate@csaline.com)>; CSALINE Eugene Nutovich <[eugene@csaline.com](mailto:eugene@csaline.com)>;

**Subject:** RE: RE: RE: RE: RE: Inv. 2005571 - S002863CH/BACP03140002 / Atlantic Impala S403 POD change to WV

**Sent:** Tue, May 27, 2014 3:42:26 PM

Good morning Walter,

We got you partial payment from CITI bank US.

Thank you,

Best Regards,

Tanya Gorbacheva

Canada States Africa Line

478 McGill Street | Montreal | Quebec | H2Y 2H2 | Canada  
(O) +1.514.940.0660 | (D) +1.514.940.6611 ext 241 | (F) +1.514.940.6600

# **EXHIBIT 11**

## Swift, Christopher M.

---

**From:** Michelle Fourie <Michelle.Fourie@wfs.com.na>  
**Sent:** Tuesday, May 27, 2014 6:12 AM  
**To:** SGM-NAM-WBY\_Freight Distribution  
**Cc:** Antua Jacobs; Gloudie Olivier; Gregor Swartbooi; Ingar Blankenberg; Ingrid Liguma; James H. Shipena; Rodney Eichab  
**Subject:** URGENT: BACP03140002  
**Attachments:** BACP03140002.pdf  
**Importance:** High

Good Day Rencia

Please confirm if the unit will be discharged in WVB or CPT?

Regards,  
Michelle

worker freight services | michelle fourie | clearing and forwarding consultant  
tel +264 64 2012341 | fax +264 64 215246  
2 Third Street | PO Box 4 | Walvis Bay, Namibia  
[michelle.fourie@wfs.com.na](mailto:michelle.fourie@wfs.com.na) | <http://www.wfs.com.na>

Manica Group Namibia (Pty) Ltd is committed to excellence in its service delivery. If you are in any way dissatisfied with any service or conduct by our employees or wish to make suggestions on how we can improve our services, please send your concerns and comments to [feedback@manica.com.na](mailto:feedback@manica.com.na)

All business is strictly undertaken as per our Standard Trading Conditions; available at our offices or as a download from our website at [www.manica.com.na](http://www.manica.com.na).

ny of the above-mentioned factors.

SHIPPER / EXPORTER (COMPLETE NAME AND ADDRESS) WALTER MUZORORI 344 REDBUD DRIVE OXFORD PA 19363 USA TEL: 484-880-5964	BOOKING NO. S002863CH EXPORT REFERENCES	BILL OF LADING NO. BACP03140002
---	---	------------------------------------

CONSIGNEE (COMPLETE NAME AND ADDRESS) RONALD MACHUMI 19 UITERWYK STREET VAN REEBIEKSHOFF BELLVILLE 7530 CAPE TOWN SOUTH AFRICA	FORWARDING AGENT, F.M.C. NO.
--	------------------------------

NOTIFY PARTY (COMPLETE NAME AND ADDRESS) RONALD MACHUMI 19 UITERWYK STREET VAN REEBIEKSHOFF BELLVILLE 7530 CAPE TOWN SOUTH AFRICA	ALSO NOTIFY-ROUTING & INSTRUCTIONS
---	------------------------------------

PLACE OF INITIAL RECEIPT*	PLACE OF INITIAL RECEIPT**	POINT AND COUNTRY OF ORIGIN
VESSEL ATLANTIC IMPALA	VOY. FLAG S403 MALTA	PORT OF LOADING BALTIMORE
PORT OF DISCHARGE CAPE TOWN	PLACE OF DELIVERY BY ON-CARRIER *	PLACE OF DELIVERY BY ON-CARRIER**

PARTICULARS FURNISHED BY SHIPPER -- CARRIER NOT RESPONSIBLE

Container No./Seal No. Marks and Numbers	No. of Pkgs.	Description of Packages and Goods	Gross Weight KGS	Measure CBM
	2 X	UNIT(S)	12700.00	150.00
	---	ROAD TRACTORS, USED	-----	-----
	2	VIN: 4V4NC9GH35N396534 - VOLVO 2005 VIN: 4V4NC9GHX5N396529 - VOLVO 2005	12700.00	150.00
		VEHICLES NEW OR USED RECEIVED WITHOUT TECHNICAL INSPECTION AND WITHOUT CHECKING EQUIPMENT AND ACCESSORIES INSIDE OR OUTSIDE AND ANY LOOSE ITEMS INSIDE VEHICLE, THEREFORE CARRIER, SHIP OWNER, STEVEDORE AND TERMINAL OPERATORS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE OF WHATEVER CAUSE AND WITHOUT LIABILITY AS TO CONDITION OF VEHICLE. **** FREIGHT PREPAID **** AES ITN: X20140507396159 "CARRIED ON DECK WITH SHIPPER'S PERMISSION AND KNOWLEDGE, CARRIER IS WITHOUT LIABILITY FOR LOSS AND DAMAGE HOWSOEVER CAUSED"		

**THESE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS. DIVERSION CONTRARY TO U.S. LAW PROHIBITED.**

RECEIVED On Board the sealed Container or Packages of other shipping units said to contain the goods described above in apparent good order and condition unless otherwise stated, weight, measure, marks, numbers, quality, contents and value unknown, for transport and delivery at the port or place stated herein unto Consignees or their Assigns: they paying all freight due plus other Charges incurred in accordance with the Terms and Conditions contained on the face and back of this Bill of Lading.

IN ACCEPTING this Bill of Lading, Merchant expressly agrees that Containers may be stowed on deck without notice pursuant to Clause 10 on the back of the Bill of Lading, and accepts and agrees to all the following terms and conditions (including definitions), whether written, printed, stamped or otherwise incorporated, as fully as if they were all signed by Merchant.

DELIVERY OPTIONS for Containerized Goods: (A) direct unstuffing in the port after expiration of free time period; (B) Carrier haulage arrangements under the inland rates of Carrier payable in advance; and (c) Merchant haulage subject to either deposit with Carrier of full replacement value of the Container or other security arrangements acceptable to Carrier.

Note: "apparent good order and condition" when used with reference to Goods that are metal or wood/paper products does not mean that, when received, such Goods or the packaging thereof were free of visible staining, chafing, cutting or breakage, or of moisture, or of rust, oxidation or other consequences thereof, or that the packaging and marking of the Goods were adequate to ensure their safe transit and proper delivery. If the shipper so requests, a substitute bill of lading will be issued omitting the foregoing definition and setting forth any notations as to staining, chafing, cutting, breakage, moisture, etc., that may appear on the mate's or tally clerk's receipts. (Terms and Conditions continued on the back hereof)

\* Applicable only when document used for through transport.

\*\* For information only, does not imply through transportation.

A set of 3 Bills of Lading (excluding copies) is hereby issued by Carrier, all of the same tenor and date, one of which being accomplished the others shall be void. One original Bill of Lading must be surrendered for delivery of Goods.

ON BEHALF OF MASTER

By \_\_\_\_\_

ISSUED AT:

DATED: 05.10.2014

MO/DAY/YR

# **EXHIBIT 12**

Support of Exhibit 1

Hi Walter,

Please find attached revised draft with added clearing agent details at Walvis Bay. Please confirm that all in order to issue originals at destination to Clearing Agent.

Thank you,

Best Regards,

Kate (Ekaterina) Fouxon

Canada States Africa Line  
478 McGill Street | Montreal | Quebec | H2Y 2H2 | Canada  
(O) +1.514.940.0660 | (D) +1.514.940.6611 ext 220 | (F) +1.514.940.6600  
Skype: [ekaterina.fouxon.cisn](https://www.skype.com/user/ekaterina.fouxon.cisn) | E-mail: [kate@csaline.com](mailto:kate@csaline.com) | [www.csaline.com](http://www.csaline.com)

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From: CSALINE Ekaterina Fouxon  
Sent: Wednesday, May 28, 2014 9:16 AM  
To: CSALINE Ekaterina Fouxon; 'walter muzorori'  
Cc: [rmachumi@gmail.com](mailto:rmachumi@gmail.com)  
Subject: RE: RE: RE: RE: RE: RE: Inv. 2005571 - S002863CH/BACP03140002 / Atlantic Impala S403 POD change to WV

Good morning Walter,

Please advise as per below.

Thank you,

Best Regards,

Kate (Ekaterina) Fouxon

Canada States Africa Line  
478 McGill Street | Montreal | Quebec | H2Y 2H2 | Canada  
(O) +1.514.940.0660 | (D) +1.514.940.6611 ext 220 | (F) +1.514.940.6600  
Skype: [ekaterina.fouxon.cisn](https://www.skype.com/user/ekaterina.fouxon.cisn) | E-mail: [kate@csaline.com](mailto:kate@csaline.com) | [www.csaline.com](http://www.csaline.com)

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# **EXHIBIT 13**

Email confirming change of P.O.D

Support of Exhibit 1

Muzorori, Walter

---

**From:** walter muzorori <wmuzorori@yahoo.com>  
**Sent:** Tuesday, July 08, 2014 8:20 AM  
**To:** Muzorori, Walter  
**Subject:** Fw: RE: RE: RE: Inv. 2005571 - S002863CH/BACP03140002 / Atlantic Impala S403 POD change to WV

Sent from Yahoo Mail on Android

**From:** CSALINE Ekaterina Fouxon <kate@csaline.com>;  
**To:** 'walter muzorori' <wmuzorori@yahoo.com>; CSALINE Ekaterina Fouxon <kate@csaline.com>; 'Ronald Machumi Transnet National Ports Authority CPT' <Ronald.Machumi@transnet.net>;  
**Cc:** rmachumi@gmail.com <rmachumi@gmail.com>;  
**Subject:** RE: RE: RE: Inv. 2005571 - S002863CH/BACP03140002 / Atlantic Impala S403 POD change to WV  
**Sent:** Fri, May 30, 2014 3:02:59 PM

Hi Walter,

I have sent instructions to issue originals at destination to Clearing Agent.

Thank you and have a great weekend to all,

Best Regards,

Kate (Ekaterina) Fouxon

Canada States Africa Line  
478 McGill Street | Montreal | Quebec | H2Y 2H2 | Canada  
(O) +1.514.940.0660 | (D) +1.514.940.6611 ext 220 | (F) +1.514.940.6600  
Skype: [ekaterina.fouxon@csaline.com](mailto:ekaterina.fouxon@csaline.com) | E-mail: [kate@csaline.com](mailto:kate@csaline.com) | [www.csaline.com](http://www.csaline.com)

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**From:** walter muzorori [mailto:wmuzorori@yahoo.com]  
**Sent:** Friday, May 30, 2014 10:51 AM  
**To:** CSALINE Ekaterina Fouxon; 'Ronald Machumi Transnet National Ports Authority CPT'  
**Cc:** rmachumi@gmail.com  
**Subject:** Re: RE: RE: Inv. 2005571 - S002863CH/BACP03140002 / Atlantic Impala S403 POD change to WV

Confirmed

Sent from Yahoo Mail on Android

# **EXHIBIT 14**

SHIPPER / EXPORTER (COMPLETE NAME AND ADDRESS) WALTER MUZORORI 344 REDBUD DRIVE OXFORD PA 19363 USA TEL: 484-880-5964		BOOKING NO. S002863CH	BILL OF LADING NO. BACP03140002
CONSIGNEE (COMPLETE NAME AND ADDRESS) MR RONALD MACHUMI 5 BARBOUR ROAD CRANBORNE, HARARE, ZIMBABWE		EXPORT REFERENCES	
NOTIFY PARTY (COMPLETE NAME AND ADDRESS) WOKER FREIGHT SERVICES PTY LTD THE MARITIME BUILDING 2 THIRD STREET PO BOX 4 WALVIS BAY, NAMIBIA TEL: +264642012211 CONTACT@WFS.COM.NA		FORWARDING AGENT, F.M.C. NO.	
PLACE OF INITIAL RECEIPT*		ALSO NOTIFY ROUTING & INSTRUCTIONS	
VESSEL ATLANTIC IMPALA	VOY. FLAG S403 MALTA	POINT AND COUNTRY OF ORIGIN	
PORT OF LOADING BALTIMORE	LOADING PIER / TERMINAL		
PORT OF DISCHARGE WALVIS BAY, NAMIBIA	PLACE OF DELIVERY BY ON-CARRIER*	PLACE OF DELIVERY BY ON-CARRIER**	

PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE				
Container No./Seal No. Marks and Numbers	No. of Pkgs.	Description of Packages and Goods	Gross Weight KGS	Measure CBM
	2 X	UNIT(S) ROAD TRACTORS, USED	12700.00	150.00
	---	VIN: 4V4NC9GH35N396534 - VOLVO 2005		
	2	VIN: 4V4NC9GHX5N396529 - VOLVO 2005	12700.00	150.00
		VEHICLES NEW OR USED RECEIVED WITHOUT TECHNICAL INSPECTION AND WITHOUT CHECKING EQUIPMENT AND ACCESSORIES INSIDE OR OUTSIDE AND ANY LOOSE ITEMS INSIDE VEHICLE, THEREFORE CARRIER, SHIP OWNER, STEVEDORE AND TERMINAL OPERATORS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE OF WHATEVER CAUSE AND WITHOUT LIABILITY AS TO CONDITION OF VEHICLE. ***** FREIGHT PRRPAID ***** AES IIN: X20140507396159 "CARRIED ON DECK WITH SHIPPER'S PERMISSION AND KNOWLEDGE, CARRIER IS WITHOUT LIABILITY FOR LOSS AND DAMAGE HOWSOEVER CAUSED"		

**MINISTRY OF FINANCE**  
**CUSTOMS & EXCISE**  
  
**03-06-2014**  
  
**WALVIS BAY**  
**IMPORT NO 2**  
  
**REPUBLIC OF NAMIBIA**

THESE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS. DIVERSION CONTRARY TO U.S. LAW PROHIBITED.

RECEIVED On Board the named Commodities or Packages or other shipping units shall contain the goods described above in any event good order and condition unless otherwise stated, weight, measure, marks, numbers, quality, contents and value unknown for transport and delivery at the port or place stated herein and Consignees or their Agents they paying all freight due plus other charges incurred in accordance with the Terms and Conditions contained on the face and back of this Bill of Lading.

IN ACCEPTING this Bill of Lading, Merchant expressly agrees that conditions may be shown on deck without notice pursuant to Clause 10 on the back of this Bill of Lading, and accepts and agrees to all the following terms and conditions (including definitions), whether written, printed, stamped or otherwise incorporated, as fully as if they were all signed by Merchant.

DELIVERY OPTIONS for Containerized Goods: (A) direct unstuffing in the port after unstuffing of this time period; (B) Carrier's handling arrangements under the inland rates of Carrier payable in advance; and (C) Merchant's handling subject to either deposit with Carrier of full replacement value of the Container or other security arrangements acceptable to Carrier.

Note: "appears good order and condition" when used with reference to Goods that are metal or wood/paper products does not mean that, when received, such Goods or the packaging thereof were free of visible staining, chaffing, cutting or damage, or of moisture, or of rust, corrosion or other consequences thereof, or that the packaging and marking of the Goods were adequate to ensure their safe transit and proper delivery. If a shipper so requests, a suitable bill of lading will be issued omitting the foregoing definition and stating forth any deviations as to staining, chaffing, cutting, breakage, moisture, etc., that may appear on the metal or fully clerks' receipts. [Terms and Conditions continued on the back hereof]

Applicable only when documents used for through transport.

\*\* For information only, does not imply through transportation.

A set of 3 Bills of Lading (including copies) is hereby issued by Carrier, all of the same tenor and date, one of which being accomplished the others shall be void. One original Bill of Lading must be surrendered for delivery of Goods.

ON BEHALF OF MASTER

By: \_\_\_\_\_

ISSUED AT:

DATED: 05.10.2014

MO/DAY/YR

# **EXHIBIT 15**

Exhibit 5

LANDING ORDER



I/We agree that the mentioned goods be received, stored and/or shipped in accordance with the conditions published in the official tariff books (Or any amendments thereof or supplement thereto) of the Namibian Ports Authority and its regulations, and it is agreed that the said conditions and regulations shall be applicable to this contract in the same manner as though they were fully set out herein.

10339523

Importer / Agent: MR RONALD MACHUMI  
 5 BARBOUR ROAD  
 HARARE, ZIMBABWE

Order No.  
 Importers Ref.  
 F/Forwarders Ref. SH00007164

Breakbulk: XXX Container Operator: KING & SON  
 Bulk: B/E No. C22405 Date: 03/06/2014

Containers: Bill of Lading No. BACP03140002 Date: 05/10/2014  
 Canceling / Amending / Liquidating: Country of origin: US

All charges paid on original order of: Country of Destination: ZW

Clearance effected by: WOKER FREIGHT SERVICES (PTY) LTD.  
 166 3RD STREET EAST WALVIS BAY NAMIBIA  
 Nominated Transporter: OWN Mode of Transport: Road: X

Vessel: ATLANTIC IMPALA E.T.A: 01-Jun-14 Voyage No: S403 Port of Loading: BALTMORE Port of Discharge: WALVIS BAY

Marks & Numbers	Number	Description of Goods	Gross Mass (kg)	Cubic Meas:
CHS:4V4NC9GH35N396529	2	ROAD TRACTORS VOLVO	25400	300
CHS:4V4NC9GHX5N396529			25400	0

RELEASED  
 04 JUN 2014

TOTAL: 2  
 L:6.4 X 2 X 2 =25.6M

IMO Class	Reefer Temp. Set.	Special	IA
Description: FCL, LCL, MT		XXX	X

Namibian Ports Authority (Pty) Ltd  
 Customer Clearance  
 2014-06-04  
 136t. Walvis Bay, Namibia  
 Marketing & Strategic Business  
 Development

MATES RECEIPT  
 Any discrepancies to be settled at once. Party in error to pay expenses of breaking out.  
 Name of Namport Representative: Signature: Date:  
 Mate's Name: Signature: Date:

I/We hereby declare to pay Namibian Ports Authority all charges due on this consignment.

BASE	Rate code	Factor	Rate	VAT	Amount
		25.6	165.00	633.60	N\$4,224.00
Storage		0	0.00	0.00	N\$0.00
Sub Total			633.60		N\$4,224.00

MINISTRY OF FINANCE  
 Namibian Exports Authority Date Stamp  
 CUSTOMS & EXCISE  
 03-06-2014  
 WALVIS BAY  
 IMPORT NO 2  
 Customs and Excise Date Stamp

Republic of Namibia  
 Signatory's Company: WOKER FREIGHT SERVICES (PTY) LTD.  
 166 3RD STREET EAST WALVIS BAY NAMIBIA  
 Tel No: 09284 84 2012075  
 Name of Authorised Signatory: NDINA  
 Date of Issue: 03 JUN 14  
 Signature: [Signature]

Account No: 10170 TOTAL: N\$4,857.60

# **EXHIBIT 16**

RELEASE ORDER

OFFICE CODR: WALV Walvis Bay

TAX CODE	AMOUNT PAID	AMOUNT DEFERRED	RECEIPT DETAILS
Import Customs Duty (ICD):	0.00	42644.40	Receipt : ( ) of
AdValorem Duty (ADU):	0.00	0.00	Total Paid : 0.00
Excise Duty (EXC):	0.00	0.00	Printed on : 03/06/2014
Value Added Tax (VAT):	0.00	35181.62	Time : 12:09:25
Other taxes	0.00	0.00	
<b>TOTAL:</b>	<b>0.00</b>	<b>77826.02</b>	

DECLARANT : WOK001  
 WOKER FREIGHT SERVICES (PTY) LTD  
 P.O. BOX 4  
 WALVIS BAY

IMP/EXP :  
 MR RONALD MACHUMI  
 5 HARBOUR ROAD  
 CRANBORNE  
 HARARE , ZIMBABWE

DECLARATION TYPE: IN 0  
 REGISTRATION: C22405 of 03/06/2014  
 ASSESSMENT: A22103 of 03/06/2014  
 Total Packages: 2 No. Of Items: 2

Marks and Numbers	No. Packages	Type of packages	Gross Weight	Supplementary Quantity
	1	LOOSE	12700.00	1.00

ITEM DESCRIPTION : -- Road tractors for semi-trailers of =  
 vehicle mass EXCEEDING 1600 Kg  
 MODEL, 2005

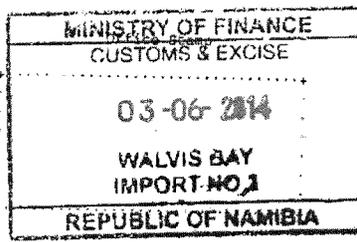
PARTICULARS: ROAD TRACTOR VOLVO  
 CHS 4V4NC9GH35N396534

LICENSE DETAILS:  
 ADDITIONAL INFO: BOND: KUC-WFS001 PN: 0012403016

ITEM DESCRIPTION : -- Road tractors for semi-trailers of =  
 vehicle mass EXCEEDING 1600 Kg  
 MODEL, 2005

PARTICULARS: ROAD TRACTOR VOLVO  
 CHS: 4V4NC9GHX5N396529

LICENSE DETAILS:  
 ADDITIONAL INFO:



Total  
 Gross : 25400.000  
 Weight

*[Handwritten Signature]*  
 Signature of Officer

Release Authorised by

0	SAD 500 - CUSTOMS DECLARATION FORM	1. DECLARATION	A. OFFICE OF DESTINATION OR DEPARTURE
1	2. EXPORTER/CONSIGNOR	TIN   XXXXXXXXXXXXXXXXXX	OFFICE CODE   MANIFEST NUMBER
2	HSIC	IM   8	WALV
3	WALTER MUZORORI 344 REDBUD DRIVE OXFORD PA 19363 USA	3. FORMS   4.	REGISTRATION NO. & DATE*   ASSESSMENT NO. & DATE*
4		1   2	C 22405
5			03/06/2014
6	8. IMPORTER/CONSIGNEE	TIN	7. DECLARANT REF. NUMBER   RECEIPT NO. & DATE
7	HSIC	5. ITEMS   6.	2014 / SSI00007164
8	MR RONALD MACHOMI 5 BARBOUR ROAD CHAMBORNE HARARE, ZIMBABWE	9.   10.   11.   12.   13.	13A. INVOICE NO. & DATE
9			
14. DECLARANT/AGENT		TIN   WOK001	15. COE   16. COO   17. COD
WOKER FREIGHT SERVICES (PTY) LTD P.O. BOX 4 WALVIS BAY			US   ZW
20. DELIVERY TERMS			
CIF			
18. IDEN., DATE AND NATIONALITY		19. CONTAINER	22. CURRENCY AND TOTAL FOB VALUE
TRANSPORT AT ARRIVAL		0/1	23. RATE OF EXCHANGE
ATLANTIC IMPALA S403		0	NAD   213222.00   1.0000
21. IDEN., DATE AND NATIONALITY		28.	24. OTHER COSTS DETAILS
TRANSPORT AT FRONTIER			CURRENCY   AMOUNT
ATLANTIC IMPALA S403			
25. TMF	26. TMI	27.	PREIGHT   NAD   10661.10
1	XX		INSURANCE
29. OOE		30.	OTHER
WALV   Walvis Bay			
31. MARKS AND NUMBERS	ROAD TRACTOR VOLVO	32. ITEM NO	33. COMMODITY CODE
PACKAGES AND	CHS:4V4NC9GH35ND96534	1	87012020 000
DESCRPTN OF GOODS	NUMBER & TYPE OF PACKAGES	1	34. COC   35. G MASS KGS.   36. PREPS
	1   OO   LOOSE		US   12700.00
CONTAINER NUMBERS			37. CPC   38. M. MASS KGS.   39. QUOTA
			8000   000   12700.00
DESCRIPTION		40. SUMMARY DECLARATION/PREV. DOCUMENT	
-- Road Tractors for semi-trailers of a vehicle mass EXCEEDING 1600 Kg MODEL, 2005			
BOND:KUC-WFS001 PN:0012403015		41. SUPP. UNITS   42. CUSTOMS VAL   43. V.M	
		a. 1.00   106611.00	
		b.	
44. LICENCE NUMBER	DEDUCTED VALUE	DEDUCTED QUANTITY	EX. WAREHOUSE CODE
ADDITIONAL INFORMATION			45.
PRODUCED DOCUMENT	REMOVAL IN BOND (R.I.B) & DATE	REBATE CODE	46. STATISTICAL VALUE
BOND:KUC-WFS001 PN:0012403015			111942.00
47. TAXES & DUTIES	TYPE   DUTY/TAX BASE   RATE   AMOUNT	M.P.	48. ACCOUNT CODE
	ICD   106611.00   20.0000   21322.20   0		49. IDENTIFICATION OF WAREHOUSE/TIME LIMIT
	VAT   117272.10   15.0000   17590.81   0		
SUMMARY OF TOTAL DUTIES AND TAXES			
TOTAL DUTIES & TAXES			0.00
TOTAL OF FIRST ITEM OF THIS PAGE =>			38913 01   0
TOTAL PAYABLE			
DECLARATION		FOR OFFICIAL USE	
I, <i>Abdulla</i> being the <i>Agent</i> hereby declare that the particulars herein are true and correct and comply with the provisions of the Customs and Excise Act		MINISTRY OF FINANCE CUSTOMS & EXCISE 03-06-2014	
Signature <i>Abdulla</i> I.D number		date <i>03-06-2014</i>	

31. PACKAGES AND DESCRTN OF GOODS	MARKS AND NUMBERS ROAD TRACTOR VOLVO CHS:4V4NC9GHXSNJ96529	32. ITEM NO 2	33. COMMODITY CODE 87012020 000
NUMBER & TYPE OF PACKAGES	1   00   LOOSE	34. COC US	35. G MASS KGS 12700.00
CONTAINER NUMBERS		37. CPC 8000   000	38. N. MASS KGS 12700.00
DESCRIPTION	-- Road tractors for semi-trailers of * vehicle mass EXCEEDING 1600 Kg MODEL, 2005		
44. LICENCE NUMBER		DEDUCTED VALUE	DEDUCTED QUANTITY
EX. WAREHOUSE CODE		45.	
46. STATISTICAL VALUE		111942.00	

44. ADDITIO. INFORMATI. PRODUCED DOCUMENT	LICENCE NUMBER	DEDUCTED VALUE	DEDUCTED QUANTITY	EX. WAREHOUSE CODE	45.
REMOVAL IN BOND (R.I.B) & DATE	REBATE CODE		46. STATISTICAL VALUE		
				111942.00	

31. PACKAGES AND DESCRTN OF GOODS	MARKS AND NUMBERS	32. ITEM NO	33. COMMODITY CODE
NUMBER & TYPE OF PACKAGES		34. CNTY OF ORGN	35. G MASS KGS
CONTAINER NUMBERS		37. CPC	38. NET MASS KG
DESCRIPTION	SUMMARY DECLARATION/PREVIOUS DOCUMENT		
44. LICENCE NUMBER		DEDUCTED VALUE	DEDUCTED QUANTITY
EX. WAREHOUSE CODE		45.	
46. STATISTICAL VALUE		111942.00	

44. ADDITIO. INFORMATI. PRODUCED DOCUMENT	LICENCE NUMBER	DEDUCTED VALUE	DEDUCTED QUANTITY	EX. WAREHOUSE CODE	45.
REMOVAL IN BOND (R.I.B) & DATE	REBATE CODE		46. STATISTICAL VALUE		
				111942.00	

31. PACKAGES AND DESCRTN OF GOODS	MARKS AND NUMBERS	32. ITEM NO	33. COMMODITY CODE
NUMBER & TYPE OF PACKAGES		34. CNTY OF ORGN	35. G MASS KGS
CONTAINER NUMBERS		37. CPC	38. NET MASS KG
DESCRIPTION	SUMMARY DECLARATION/PREVIOUS DOCUMENT		
44. LICENCE NUMBER		DEDUCTED VALUE	DEDUCTED QUANTITY
EX. WAREHOUSE CODE		45.	
46. STATISTICAL VALUE		111942.00	

44. ADDITIO. INFORMATI. PRODUCED DOCUMENT	LICENCE NUMBER	DEDUCTED VALUE	DEDUCTED QUANTITY	EX. WAREHOUSE CODE	45.
REMOVAL IN BOND (R.I.B) & DATE	REBATE CODE		46. STATISTICAL VALUE		
				111942.00	

47. TAXES & DUTIES	TYPE	DUTY/TAX BASE	RATE	AMOUNT	M.P.	TYPE	DUTY/TAX BASE	RATE	AMOUNT	M.P.	
	ICD	106611.00	20.0000	21322.20	0						
	VAT	117272.10	15.0000	17590.81	0						
TOTAL OF FIRST ITEM OF THIS PAGE ==>					38913.01	0	TOTAL OF SECOND ITEM OF THIS PAGE ==>				
TOTAL OF THIRD ITEM OF THIS PAGE ==>							GRAND TOTAL FOR ALL PAGES ==>				
							0.00				

# **EXHIBIT 17**

**Swift, Christopher M.**

---

**From:** Rencia Balhao [<mailto:RenciaB@sturrockgrindrod.com>]  
**Sent:** Friday, June 06, 2014 9:06 AM  
**To:** CSALINE Ivan Kokorzhytskyi  
**Cc:** Armando Calaca; Mitchell Cotts Darryn L  
**Subject:** RE: BACP03140002 (POD changing)

Good Day Ivan

Please be advised that I received the draft bill from the clearing agent as per attached.

Thank you..,

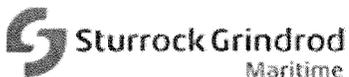


**Rencia Balhao**  
Freight Coordinator Clerk

**As Agents only**

Grindrod House, 174 3<sup>rd</sup> Street, Walvis Bay  
PO Box 529, Walvis Bay, 9000, Namibia  
P +264 64 219 550, F +26 64 203 994, M +264 81 682 3938  
E [RenciaB@sturrockgrindrod.com](mailto:RenciaB@sturrockgrindrod.com)

[www.sturrockgrindrod.com](http://www.sturrockgrindrod.com)



**Sturrock Grindrod Maritime (Namibia)**  
A member of the Sturrock Grindrod Maritime Group

Disclaimer

All business is undertaken subject to the standard trading conditions of the company and the South African Association of Ship Operators and Agents, copies available on request.

**From:** CSALINE Ivan Kokorzhytskyi [<mailto:ivan@csaline.com>]  
**Sent:** 06 June 2014 01:28 PM  
**To:** Rencia Balhao  
**Cc:** Armando Calaca; Mitchell Cotts Darryn L  
**Subject:** RE: BACP03140002 (POD changing)  
**Importance:** High

Good day Rencia,

Appreciate your urgent reply.

Thank you,

Best Regards,

Ivan Kokorzhytskyi  
Port Operations and Sales Coordinator

**Canada States Africa Line**

478 McGill Street | Montreal | Quebec | H2Y 2H2 | Canada  
(O) +1.514.940.0660 | (C) +1.514.458.8730 | (F) +1.514.940.6600  
Skype: [csal.ivan.kokorzhytskyi](tel:csal.ivan.kokorzhytskyi) | E-mail: [ivan@csaline.com](mailto:ivan@csaline.com) | [www.csaline.com](http://www.csaline.com)

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**From:** CSALINE Ivan Kokorzhytskyi  
**Sent:** Thursday, June 05, 2014 10:04 AM  
**To:** Rencia Balhao  
**Cc:** Armando Calaca ([ArmandoC@sturrockgrindrod.com](mailto:ArmandoC@sturrockgrindrod.com)); Mitchell Cotts Darryn L  
**Subject:** RE: BACP03140002 (POD changing)

Good day Rencia,

Please advise where did you get this draft of BL where Cape Town is shown as POD?

Best Regards,

Ivan Kokorzhytskyi  
Port Operations and Sales Coordinator

**Canada States Africa Line**

478 McGill Street | Montreal | Quebec | H2Y 2H2 | Canada  
(O) +1.514.940.0660 | (C) +1.514.458.8730 | (F) +1.514.940.6600  
Skype: [csal.ivan.kokorzhytskyi](tel:csal.ivan.kokorzhytskyi) | E-mail: [ivan@csaline.com](mailto:ivan@csaline.com) | [www.csaline.com](http://www.csaline.com)

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**From:** Darryn La Reservee (Mitchell Cotts Maritime) [<mailto:DarrynL@mitchellcotts.co.za>]  
**Sent:** Thursday, June 05, 2014 9:55 AM  
**To:** CSALINE Ivan Kokorzhytskyi  
**Cc:** Armando Calaca ([ArmandoC@sturrockgrindrod.com](mailto:ArmandoC@sturrockgrindrod.com))  
**Subject:** RE: BACP03140002 (POD changing)

Hi Ivan

It was sent to me on the attached email.

Regards

Darryn

**From:** CSALINE Ivan Kokorzhytskyi [<mailto:ivan@csaline.com>]  
**Sent:** 05 June 2014 03:51 PM  
**To:** Darryn La Reservee (Mitchell Cotts Maritime)

**Cc:** Armando Calaca ([ArmandoC@sturrockgrindrod.com](mailto:ArmandoC@sturrockgrindrod.com))

**Subject:** RE: BACP03140002 (POD changing)

Hi Darryn,

Please advise where did you get Draft of BL BACP03140002 with POD Cape Town.

Best Regards,

Ivan Kokorzhytskyi

Port Operations and Sales Coordinator

Canada States Africa Line

478 McGill Street | Montreal | Quebec | H2Y 2H2 | Canada

(O) +1.514.940.0660 | (C) +1.514.458.8730 | (F) +1.514.940.6600

Skype: [csal.ivan.kokorzhytskyi](skype:csal.ivan.kokorzhytskyi) | E-mail: [ivan@csaline.com](mailto:ivan@csaline.com) | [www.csaline.com](http://www.csaline.com)

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**From:** Darryn La Reservee (Mitchell Cotts Maritime) [<mailto:DarrynL@mitchellcotts.co.za>]

**Sent:** Thursday, June 05, 2014 2:37 AM

**To:** CSALINE Ivan Kokorzhytskyi

**Cc:** Armando Calaca ([ArmandoC@sturrockgrindrod.com](mailto:ArmandoC@sturrockgrindrod.com))

**Subject:** RE: BACP03140002 (POD changing)

Hi Ivan

I did not receive any COD for the cargo and the B/L I was sent stated Cape Town. Attached WVB out turn report does not show these VIN numbers.

VIN: 396534

VIN: 396529

RIC: Armando, were these above truck heads discharged in WVB?

Regards

Darryn

**From:** CSALINE Ivan Kokorzhytskyi [<mailto:ivan@csaline.com>]

**Sent:** 04 June 2014 06:46 PM

**To:** Darryn La Reservee (Mitchell Cotts Maritime)

**Subject:** BACP03140002 (POD changing)

Hi Darryn,

We had 2 trucks under BL BACP03140002 showed on stowage for discharging in Cape Town (underwing portside #3AFT). But as per documents their destination was changed to Walvis Bay.

Please advise whether they were discharged in Walvis Bay or they are still on board?

Best Regards,

Ivan Kokorzhytskyi  
Port Operations and Sales Coordinator

Canada States Africa Line  
478 McGill Street | Montreal | Quebec | H2Y 2H2 | Canada  
(O) +1.514.940.0660 | (C) +1.514.458.8730 | (F) +1.514.940.6600  
Skype: [csal.ivan.kokorzhytskyi](https://www.skype.com/user/ivan.kokorzhytskyi) | E-mail: [ivan@csaline.com](mailto:ivan@csaline.com) | [www.csaline.com](http://www.csaline.com)

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# **EXHIBIT 18**

Exhibit 6

**From:** Muzorori, Walter [<mailto:Walter.Muzorori@GenesisHCC.com>]

**Sent:** Thursday, June 05, 2014 3:11 PM

**To:** CSALINE Ivan Kokorzhytskyi

**Cc:** Ronald Machumi Transnet National Ports Authority CPT ([Ronald.Machumi@transnet.net](mailto:Ronald.Machumi@transnet.net)); [rmachumi@gmail.com](mailto:rmachumi@gmail.com); CSALINE Ekaterina Fouxon

**Subject:** RE: Cargo

Ivan,

Please be advised that I do not need my cargo in Cape Town.

**From:** CSALINE Ivan Kokorzhytskyi [<mailto:ivan@csaline.com>]

**Sent:** Thursday, June 05, 2014 3:03 PM

**To:** Muzorori, Walter

**Cc:** Ronald Machumi Transnet National Ports Authority CPT ([Ronald.Machumi@transnet.net](mailto:Ronald.Machumi@transnet.net)); [rmachumi@gmail.com](mailto:rmachumi@gmail.com); CSALINE Ekaterina Fouxon

**Subject:** RE: Cargo

Dear Walter,

Understood below as no intention to discharge in Durban. We'll proceed with discharging in Cape Town.

Thank you,

Best Regards,

Ivan Kokorzhytskyi

Port Operations and Sales Coordinator

Canada States Africa Line

478 McGill Street | Montreal | Quebec | H2Y 2H2 | Canada

(O) +1.514.940.0660 | (C) +1.514.458.8730 | (F) +1.514.940.6600

Skype: [csal.ivan.kokorzhytskyi](https://www.skype.com/user/ivan.kokorzhytskyi) | E-mail: [ivan@csaline.com](mailto:ivan@csaline.com) | [www.csaline.com](http://www.csaline.com)

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**From:** Muzorori, Walter [<mailto:Walter.Muzorori@GenesisHCC.com>]

**Sent:** Thursday, June 05, 2014 3:00 PM

**To:** CSALINE Ivan Kokorzhytskyi

**Cc:** Ronald Machumi Transnet National Ports Authority CPT ([Ronald.Machumi@transnet.net](mailto:Ronald.Machumi@transnet.net)); [rmachumi@gmail.com](mailto:rmachumi@gmail.com); CSALINE Ekaterina Fouxon

**Subject:** RE: Cargo

Ivan,

The final bill of lading is Walvis Bay confirmed and, we remitted a payment for that service. I think you should honor your mistake and correct it accordingly.

Thank you

**From:** CSALINE Ivan Kokorzhytskyi [<mailto:ivan@csaline.com>]

**Sent:** Thursday, June 05, 2014 2:15 PM

# **EXHIBIT 19**

Exhibit

7

---

**Muzorori, Walter**

---

**From:** Muzorori, Walter  
**Sent:** Wednesday, June 10, 2015 3:05 PM  
**To:** rmachumi@gmail.com  
**Subject:** FW: Cargo to Walvis bay

I have been looking for this email

**From:** Charis Hansen [mailto:charis@arrctx.com]  
**Sent:** Thursday, June 19, 2014 12:13 PM  
**To:** Muzorori, Walter  
**Cc:** rmachumi@gmail.com  
**Subject:** RE: Cargo to Walvis bay

Dear Walter,

You will need to provide us with your final claim and all supporting documents. This will then be reviewed and expenses will be considered whether reasonable and unavoidable. As this may be something that goes through insurance, it is important that proper paperwork is in place.

Kind regards,  
Charis

**Charis Hansen**  
V.P. Sales and Customer Service, Gulf Region

**ATLANTIC RO-RO CARRIERS OF TEXAS, INC**  
515 N. Sam Houston Parkway East | Suite 250 | Houston | Texas | 77060 | U.S.A.  
(O) +1.281.931.3600 | (F) +1.281.931.5966  
(C) +1.713.269.9280  
Skype: charis.hansen | E-mail: [charis@arrctx.com](mailto:charis@arrctx.com) | [www.arrctx.com](http://www.arrctx.com)  
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**From:** Muzorori, Walter [mailto:[Walter.Muzorori@GenesisHCC.com](mailto:Walter.Muzorori@GenesisHCC.com)]  
**Sent:** Wednesday, June 18, 2014 9:54 AM  
**To:** Charis Hansen  
**Cc:** [rmachumi@gmail.com](mailto:rmachumi@gmail.com)  
**Subject:** RE: Cargo to Walvis bay

Charis,

My last message was to inform you as to what costs we were going to incur. We can submit a claim but we are not sure what the procedure is.  
Please advise.

Thank you

# **EXHIBIT 20**

March 19, 2015

**Via FedEx & Electronic Mail**

Hon. Erin M. Wirth  
Administrative Law Judge  
Federal Maritime Commission  
Room 1088, 800 N. Capitol Street, N.W.  
Washington, D.C. 20573-0001

Status Report – Docket No. 1949(F),  
*Walter Muzorori v. Canada States Africa Line, Inc. (CSAL)*

Dear Judge Wirth:

Pursuant to your February 19, 2015 Initial Order, Respondent CSAL Canada States Africa Line, Inc. (“CSAL”) respectfully submits this status report for the above-captioned matter. CSAL reserves all rights and defenses in these proceedings, including its objection to the Commission’s jurisdiction.

Although it had been Respondent’s intention to submit a joint status report, efforts to obtain statements from Claimant Walter Muzorori regarding the status of discovery matters and settlement negotiations were unavailing. Counsel for Respondent had prepared and sent to Claimant a pro forma response, containing Respondent’s contentions as to the status of discovery and settlement, and with the request that Claimant provide his own statement for inclusion in the report. Despite explanation by counsel as to the purpose of the status report, Mr. Muzorori submitted in response to our request a re-argument of his contentions in this matter, with annexed exhibits purporting to support his assertions.

After review, we determined that it would be prejudicial to Respondent for such argumentative material to be filed jointly without opposition as to do so might give rise to some implication or argument that Respondent was acquiescing to Claimant’s view of the operative facts. We therefore advised Claimant that his proposed contribution was not responsive and offered him another opportunity to submit appropriate statements for inclusion in a joint report. We also advised Claimant that if he did not do so, Respondent would need to file a status report on its own. Claimant subsequently declined to provide responsive statements for inclusion in a joint report. Accordingly, Respondent is filing this status report independently.

**I. DISCOVERY**

On March 17, 2015, counsel for CSAL served an informal discovery request on Claimant to produce bills of lading, invoices, correspondence, and other documents Claimant contends support his claim. Counsel for CSAL spoke by telephone with Claimant on March 18, 2015 and Claimant subsequently submitted some materials claimed to be responsive. CSAL anticipates a need for follow-up discovery requests to address apparent gaps in the documentary record and an unfounded reliance on draft documentation that never came into force.

Federal Maritime Commission  
Office of Administrative Law Judges  
March 19, 2015  
Page 2

## II. SETTLEMENT NEGOTIATIONS

On August 6, 2014, CSAL sent a letter to Claimant and Commission attorney Theresa Dike offering to settle this matter for \$5,000. CSAL made this settlement offer in good faith and without prejudice as part of the Commission's informal dispute resolution process, and on the basis that such offer was not an acknowledgment of any negligence or wrongdoing. Claimant refused CSAL's first settlement offer.

On March 17, 2015, counsel for CSAL sent a second settlement offer to Claimant via Federal Express and electronic mail. As with the August 6, 2014 proposal, CSAL made this second settlement offer in good faith and on the basis that it was not an acknowledgment of any negligence or wrongdoing. Claimant and Counsel for CSAL subsequently spoke by telephone on March 18, 2015 and Claimant stated that he would reject CSAL's second settlement offer.

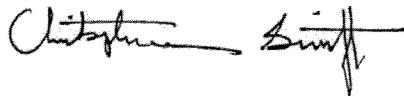
Since the beginning of this dispute, Claimant has rejected two reasonable settlement offers, stymied the FMC's informal dispute resolution process, and harassed CSAL personnel. And despite CSAL's good faith explanations and proactive assistance with this Joint Status Report, he ultimately appropriated the collaborative process mandated in the Initial Order to submit a document that amounts to an amended Complaint. These actions suggest that Claimant is more interested in a confrontation than a solution. Although CSAL hopes to resolve this dispute in a respectful and mutually-beneficial manner, the prospects for settlement appear dim.

\* \* \*

Please contact the undersigned with any questions regarding this status report. You may reach Mr. Chameides at (202) 672-5372 or [schameides@foley.com](mailto:schameides@foley.com) and Dr. Swift at (202) 295-4103 or [cswift@foley.com](mailto:cswift@foley.com).

Respectfully submitted,

CANADA STATES AFRICA LINE INC. (CSAL)  
By its Attorneys:



Steven B. Chameides  
Christopher M. Swift  
Foley & Lardner LLP  
3000 K Street, N.W., Suite 600  
Washington, D.C. 20007  
(202) 672-5300 – Telephone  
(202) 672-5399 – Facsimile

# **EXHIBIT 21**

Exhibit 8

**RECEIPT AND CLAIM RELEASE**

We, the undersigned

being lawful holders of B/L BACP03140002

under B/L No. BACP03140002 dated 05.10.2014

for the cargo of 2 used Volvo road tractors

VIN:4V4NC9GH35N396534

VIN:4V4NC9GHX5N396529

carried on the vessel Atlantic Impala

with destination to: Cape Town

for and in consideration of the sum of \$ 5,000 [five thousand US dollars 00/100] with the receipt of which by these presents for ourselves, shippers, voyage charterers, consignee, final receivers, cargo underwriters, and for any their successors, and assigns the full in final settlement of the claim for the above mentioned carriage.

It is herein declared that with the payment of the above amount: the vessel, her engines and boilers etc., her Master and crew, her Owners, her disponent Owners or her bareboat or time Charterers, her managers/operators, Atlantic Ro-Ro Carriers Inc., her stevedores, her agents and/or any representatives, her underwriters have become fully and finally RELEASED from all in rem and in personal claims, demands, debts, obligations, liabilities, suits, liens, repairs, loss or shortage of, or damage to cargo, handling charges, any kind of expenses, any kind of taxes or duties, any kind of fees, any kind of fines and causes of action of law, in equity or in admiralty.

The undersigned represents and warrants that it is the proper party to assert this claim for aforementioned carriage and to receive the proceeds of the settlement and agrees to indemnify, defend and hold harmless the parties released herein from any further suits including any cross claims filed in any jurisdiction.

For the same consideration, it is understood that the sum paid as reflected by this receipt and claim release agreement is not an admission of fault on the part of the parties released herein, no unseaworthiness or fault of negligence of the vessel. The payment is to represent a compromise settlement concluded on without prejudice basis and in no case may mean any acknowledgement of a liability of the released parties.

Date: \_\_\_\_\_

[Name of undersigned company]

Place: \_\_\_\_\_

[signature of authorized person]

[name of the undersigned person]

[stamp of undersigned company]

# **EXHIBIT 22**

Exhibit (4)



ATTORNEYS AT LAW  
WASHINGTON HARBOUR  
3000 K STREET, N.W.  
SUITE 600  
WASHINGTON, D.C. 20007-5109  
202.672.5300 TEL  
202.672.5399 FAX  
WWW.FOLEY.COM

WRITER'S DIRECT LINE  
202.672.5372  
schameides@foley.com EMAIL

CLIENT/MATTER NUMBER  
080202-0101

March 17, 2015

VIA FEDEX & ELECTRONIC MAIL

Mr. Walter Muzorori  
344 Redbud Drive  
Oxford, PA 19363

Re: Second Settlement Offer – Docket No. 1949(F),  
*Walter Muzorori v. Canada States Africa Line, Inc. (CSAL)*

Dear Mr. Muzorori:

We write on behalf of our client Canada States Africa Line, Inc. ("CSAL") to make a second offer to settle your claim in the above-captioned matter. This proposal follows CSAL's August 6, 2014 settlement offer, which CSAL made in good faith during the course of informal dispute resolution sponsored by the Federal Maritime Commission. CSAL makes this second offer without prejudice, while reserving all rights and defenses in these proceedings. CSAL's proposed settlement terms are as follows:

1. CSAL would pay you \$5,000 (Five Thousand U.S. Dollars) in full settlement of the claims set forth in your January 5, 2015 Informal Complaint. CSAL would make this payment solely and exclusively for the purpose of resolving this dispute, and without acknowledgment of any alleged negligence, wrongdoing, or damages associated with the Cargo or Shipment.
2. You would withdraw the Complaint<sup>1</sup> and terminate all associated proceedings before the Commission.
3. The parties would exchange full releases.

As explained during the Commission's informal dispute resolution process and further elaborated in CSAL's Answer to your Complaint, CSAL considers that it performed as required under the applicable contract of carriage and was not responsible for any alleged damages you claim. Nonetheless, CSAL is making this settlement offer in the interest of seeking an efficient resolution.

<sup>1</sup> See Small Claim Form for Information Adjudication and Information Checklist, *Walter Muzorori v. Canada States Africa Line, Inc.*, (Fed. Mar. Comm'n., Jan. 5, 2015) (No. 1949(I)).

BOSTON  
BRUSSELS  
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MIAMI

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NEW YORK  
ORLANDO  
SACRAMENTO

SAN DIEGO  
SAN FRANCISCO  
SHANGHAI  
SILICON VALLEY

TALLAHASSEE  
TAMPA  
TOKYO  
WASHINGTON, D.C.



FOLEY & LARDNER LLP

Mr. Walter Muzorori  
March 17, 2015  
Page 2

If you agree to this settlement offer, then please sign the acknowledgment below and return a copy of this letter to us at the above address. We will then prepare an appropriate settlement agreement and release, and arrange for payment to you upon receipt of the fully executed documents.

If you do not timely accept this offer, CSAL will presume that you intend to proceed with your claim and consequently use all appropriate measures to defend its interests and oppose your claim.

This offer will remain open until 5:00 p.m. EDT, March 27, 2015.

Respectfully,

*Steven B. Chameides*  
Steven B. Chameides  
Christopher M. Swift *by: C. Swift*

Counsel to Canada States Africa Line, Inc.

SBC:cms



FOLEY & LARDNER LLP

Mr. Walter Muzorori  
March 17, 2015  
Page 3

**Settlement Agreement**

I accept the foregoing Settlement Offer and the terms specified therein.

\_\_\_\_\_  
Walter Muzorori  
344 Redbud Drive  
Oxford, PA 19363

\_\_\_\_\_  
Date