

**(S E R V E D )**  
**( FEBRUARY 8, 1993 )**  
**(FEDERAL MARITIME COMMISSION)**

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**WASHINGTON, D. C.**

February 8, 1993

**DOCKET NO. 90-39**

**TRANSPORTATION SERVICE, INCORPORATED AS AGENT  
FOR SEA-LAND SERVICE, INC., SEABOARD MARINE, LTD.  
AND CROWLEY CARIBBEAN TRANSPORT, INC.**

**v.**

**INTERLATIN PRODUCE CO., INC.**

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**JOINT MOTION GRANTED; THE COMPLAINT OF THE OCEAN CARRIERS,  
AND THE COUNTERCLAIMS OF THE RESPONDENT SHIPPER OF FRUITS,  
ARE ALL SETTLED; A MODEST SUM OF MONEY AGREED TO BE PAID  
BY RESPONDENT; THE COMPLAINT AND COUNTERCLAIMS ARE  
SATISFIED, AND DISMISSED WITH PREJUDICE**

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The original complaint in this proceeding relates to section 10(a)(1) of the Shipping Act of 1984. For a time final action on this proceeding was withheld.

The counterclaims of the respondent relate to matters other than the mere failure to pay tariff charges. The counterclaims concern the complainants' alleged incorrect weights

for the shipments, untimely deliveries, incorrect demurrage and bunker charges, as well as damaged conditions of cargoes.

The joint settlement agreement of the parties is based on the facts, circumstances, cost of possible litigation, and the likelihood of success were the case tried on its merits. Of course, it is the policy of the Commission and of the Courts to approve reasonable settlements.

The complaint sought damages of \$41,385.24 plus interest and attorneys' fees. The counterclaims of the respondent (the equivalent of a complaint by the respondent) sought damages of \$53,183.58, plus interest and attorneys' fees.

The amount of settlement to be paid by the respondent is a modest sum, and the joint motion would keep it confidential.

The joint settlement motion is granted; and good cause appearing, both the complaint and the counterclaims are deemed satisfied by the settlement agreement. The complaint and counterclaims are dismissed with prejudice.



Charles E. Morgan  
Administrative Law Judge