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FEDERAL MARITIME COMMISSION

-----X  
NATHAN FREEMAN

Complainant,

Docket No. 08-01

v

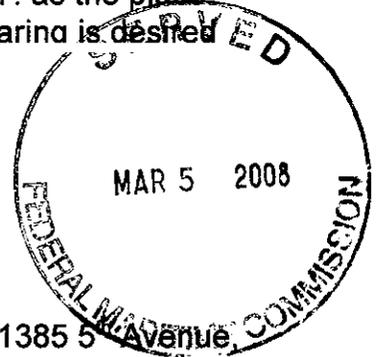
**COMPLAINT**

Complainant designates  
New York, N.Y. as the place  
at which a hearing is desired

MEDITERRANEAN SHIPPING Co. S.A.  
and SHIPCO TRANSPORT, INC.,

Respondents.

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I. Complainant, Nathan Freeman is an individual residing at 1385 5<sup>th</sup> Avenue, New York, New York 10029, is the sole owner of the shipment concerned in this complaint and the person with the most interest in the shipment. .

II. Upon information and belief, Respondent, Mediterranean Shipping Company S.A. Genova ("MSC") is an ocean common carrier with an office, under the name of Mediterranean Shipping Company (USA) Inc., located at 420 5<sup>th</sup> Avenue, New York, New York 10018-2702. MSC is the ocean common carrier of the shipment concerned in this complaint.

Upon information and belief, Respondent, Shipco Transport, Inc., ("Shipco") is a non-vessel-operating common carrier ("NVOCC") with an office located at 20 Pulaski Street, Bayonne, New Jersey 07002 and 2430 Mall Dr. Ste 200, North Charleston, South Carolina 29406. Shipco is the NVOCC of the shipment concerned in this complaint.

III. Respondent, MSC is an ocean common carrier within the meaning of 46 U.S.C. App. § 40102 (17), formerly 46 U.S.C. App. §1702 (16) and Shipco is a non-vessel-operating common carrier within the meaning of 46 U.S.C. §40102 (16), (19), formerly 46 U.S.C. App. §1702 (17) (B). This complaint is filed pursuant to 46 U.S.C. §41301 (a), formerly 46 U.S.C. App. § 1710 (a), seeking reparations for injuries caused to complainant by respondents' violation of 46 U.S.C. § 41102 (c), formerly 46 U.S.C. App. § 1709 (d) (1), formerly 46 U.S.C. §10 (d) (1) of the Shipping Act of 1984, in willfully, arbitrary and wrongfully refusing to provide complainant with an original bill of lading for complainant's shipment concerned in this complaint thereby preventing complainant from obtaining possession of his shipment resulting in the total loss of the shipment as is more particularly alleged hereinafter. Respondents are guilty of unreasonable practices relating to delivery of complainant's shipment within the meaning, intent and scope of 46 U.S.C. §41102 (c). See *Corpco International Inc. v. Straightway, Inc.*, Federal Maritime Commission, docket No. 97-05.

IV (A). In or about early May, 2006 , complainant engaged C. Martin Taylor and Company, Inc., of 2831 Talleyrand Ave. Suite 209, Jacksonville, Florida 32206 ("Taylor") as a freight forwarder to arrange the transportation of complainant's property, the shipment herein, consisting of two containers of scrap plastic. Complainant paid all the ocean freight and other charges of the shipment, totaling about \$9,555.00. A copy of the invoice of Taylor, dated May 26, 2006 is annexed hereto and made a part hereof as **exhibit 1**.

Upon information and belief, on or about May 24, 2006, without complainant's

knowledge or consent, Taylor engaged Respondent, Shipco as NVOCC to make arraignments with an ocean common carrier to carry complainant's shipment from Jacksonville, Florida to the Port of Cotonou, Benin, Africa. Shipco made arraignments with MSC to carry complainant's shipment. Upon information and belief, a copy of a copy of a bill of lading dated, May 24, 2006, as provided to complainant by Shipco, is annexed hereto and made a part hereof as **exhibit 2** and a copy of a copy of a bill of lading dated, Cotonou 04/09/ 2006, as provided to complainant by MSC is annexed hereto and made part hereof as **exhibit 3**. The date, "Cotonou 04/09/06," is believed to be September 4,2006.

Upon information and belief, on or about July 6, 2006, complainant's shipment arrived at the Port of Cotonou, Benin, Africa, was removed from MSC's vessel and placed in the custody and possession of MSC and/or Shipco at the Cotonou port terminal. Commencing in or about June, 2006, and continuing through about early November 2006,complainant, complainant's customs broker in Cotonou and complainant's wife, Christiane Freeman ("Christiane") the designated consignee of the shipment, residing in Cotonou, made numerous demands to respondents and their agents to provide complainant or complainant's customs broker or complainant's wife-consignee with the original bill of lading for complainant's shipment. Respondents refused to issue such original bill of lading.

The officials of the Port of Cotonou, Benin, required production of the original bill of lading of the shipment as a condition of allowing complainant or his customs broker or complainant's wife-consignee delivery and possession of complainant's

shipment.

Upon information and belief, respondents knew, or in the exercise of reasonable care, should have known the requirement of the Port of Cotonou, Benin, of production of the original bill of lading as a condition for release of the shipment to complainant. But respondents, unreasonably, wilfully and arbitrary refused to issue to complainant, his customs broker or wife-consignee an original bill of lading of complainant's shipment.

**(B)** That further, MSC wrongfully claimed that complainant owed MSC about \$20,000.00 for demurrage relating to complainant's shipment and refused to release complainant's shipment unless payment of the alleged demurrage was made. Thereby, MSC engaged in improper conduct of an unreasonable practice relating to delivery of property in violation of 46 U.S.C. §41102 (c).

That, upon information and belief, in November 2006, the Port Customs officials of Cotonou, Benin, confiscated and seized complainant's shipment as a consequence of complainant's inability to obtain the required original bill of lading from respondents and take delivery and possession of his shipment.

**(C)**. That further, in January, 2007, respondents' unreasonably, fraudulently and deceitfully attempted to extort alleged demurrage charges from complainant for the release of complainant's shipment although respondents knew or should have known that complainant's shipment had been previously confiscated by the Port Customs officials of Cotonou, Benin. Thereby respondents engaged in improper conduct of an unreasonable practice relating to delivery of property in violation of 46

U.S.C. §41102 (c).

V. That by reason of the facts stated in the foregoing paragraphs, complainant has been subject to injury as a direct result of the violation by respondents of 46 U.S.C. §41102 (c) in respondents' refusal to issue an original bill of lading as requested by complainant and required by the Port of Cotonou, Benin to secure delivery of complainant's shipment, directly causing complainant loss of his entire shipment and property.

VI. That complainant has been injured and seeks reparations as followings:

Total loss of the value (agreed sale price, exhibit 4) of the  
the property of the shipment.. .....\$80,000.00,

or in the event of insufficient evidence of such loss, reimbursement of the ocean freight and other charges of the shipment in the sum of \$9,405.00 and the purchase price of the property of the shipment in the sum of \$11,962.00, together with an award of reasonable attorneys fees and punitive damages for the willful, wrongful , and illegal conduct of respondents in their refusal to issue an original bill of lading and conversion of complainant's property. The amount of attorneys fees and punitive damages are to be determined by the Federal Maritime Commission.

**VII. WHEREFORE** complainant prays that respondent be required to answer the charges herein; that after due hearing, an order be made commanding said respondents (and each of them): to cease and desist from the aforesaid violation of said act; to establish and put in force such practices as the Commission determines to

be lawful and reasonable; to pay to said complainant by way of reparations for the unlawful conduct herein above described, the sum of \$80,000.00 with interest, attorney's fees and punitive damages, or such other sum as the Commission may determine to be proper as an award of reparation; and that such other and further order or orders be made as the Commission determines to be proper in the premises.

Dated at Roslyn, N.Y. this 14<sup>th</sup> day of February, 2008.



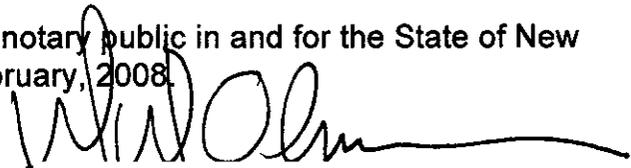
Nathan Freeman, Complainant  
1385 5<sup>th</sup> Avenue, New York, New York 10029.



Donald D. Olman, firm of  
Rassner, Rassner & Olman  
Attorney for Complainant  
14 Tower Place  
Roslyn, New York 11576  
(516) 626-2470  
Fax (516) 2626-2472

State of New York, County of Nassau, ss: Nathan Freeman, being first duly sworn on oath deposes and says that he is the complainant and is the person who signed the foregoing complaint; that he has read the complaint and that the facts stated therein, are true and as to such facts stated upon information and belief, upon information received from others, affiant believes such to be true.

Subscribed and sworn to before me, a notary public in and for the State of New York, County of New York this 14<sup>th</sup> day of February, 2008.



Donald D. Olman  
Notary Public, State of New York  
No. 020L2957125  
Qualified in Nassau County  
Commission Expires 9-30-2009

Attorneys for Respondent, Shipco Transport, Inc:  
Patrick Michael DeCharles, II  
Cichanowicz, Callan, Keane, Vengrow & Textor, LLP  
61 Broadway, Suite 3000  
New York, N.Y. 10006-2802  
(212) 344-7042  
Fax (212) 344-7285

Attorneys for Respondent, Mediterranean Transport, Inc:  
Unknown at this time.

Informal Dispute Resolution procedures have not been used prior the filing of this complaint nor has consultation been sought with the Commission Dispute Resolution Specialist.



C. Martin Taylor and Company, Inc. FNC 2035  
PO Box 3067  
Jacksonville, FL 32206

Bill to: 12124106649

Please Remit payment to

C. Martin Taylor and Company, Inc.  
PO Box 3067  
Jacksonville, FL 32206

NATHAN FREEMAN  
1385 5TH AVE APT 180  
NEW YORK, NY  
TEL: (212) 410-6649

Invoice date: 05/26/06  
Vessel: MSC ALEXANDRIA V683A  
Sailing date: 05/24/06

Your ref: 1504392  
B/L: COT1504392 05/24/06  
Destination: COTONOU

Number and description of Shipment  
-----  
2 CONTAINERS SCRAP PLASTIC  
CONTAINER# MSCU4804765  
CONTAINER# INBU5194973

Notes:  
-----  
OCEAN FREIGHT PREPAID  
FORWARDING/DOC. PREPAID  
INLAND CHARGES (3 CONTAINERS)  
APPLIED TO INVOICE #3563

----- C H A R G E S -----

Forwarding

Accessorial

Forwarding Fee 150.00

Ocean Freight 8125.00  
U.S.CUSTOMS CHARGE 1010.00  
MANIFEST ADDRESS CORRECTION 100.00  
COURIER FEE (2 DOMESTIC) 20.00

Pay this Amount

-----  
\$9405.00

-----  
C. Martin Taylor & Company, Inc. has a policy against payment, solicitation or receipt of any rebate, directly or indirectly, which would be unlawful under the United States Shipping Act, 1916, as amended. Upon request, we shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges. Add 1 1/2% per month to total for past due invoices. Other terms on reverse.  
-----

I N V O I C E No. 3569  
Payment due no later than 06/05/06









MSCUTD086785

IS IT PORT-TO-PORT SHIPMENT ? (Fill-in Boxes 7 & 8) Tick -> X

COMBINED TRANSPORT SHIPMENT ? (Fill-in Boxes 5, 6, 9 & 10) Tick ->

N° of original Bol (number & words)

N° of Bol Rider Pages (number & words)

3/THREE

(1) SHIPPER: (Full details) SHIPCO TRANSPORT INC 2430 MALL DR. STE 200 29406, NORTH CHARLESTON SCALE@SHIPCO.COM

(2) CONSIGNEE: (Not Negotiable unless «To Order of...») NATHAN FREEMAN ROUTE DE FILINGUE NIMAYTEL: 9540 7347 NIGEL

(3) NOTIFY: (No responsibility shall attach to Carrier or to his Agent for failure to notify) CHRISTIAN FREEMAN PO BOX 267 TEL: 21-320601 MOBILE: 21-95969956 COTONOU

(4) SPACE FOR CARRIER'S AGENTS ENDORSEMENTS (FCL/FCL; SLSC) FCL/FCL

(5) PRE-CARRIED BY: (Combined Transport only) XXXXXXXXXXXXXXXXXXXX

(6) PLACE OF RECEIPT: (Combined Transport only) XXXXXXXXXXXXXXXXXXXX

(7) PORT OF LOADING: JACKSONVILLE, FL

(8) PORT OF DISCHARGE: COTONOU, BENIN

(9) PLACE OF DELIVERY: (Comb. Trans. only) XXXXXXXX

(10) MODE OF ON-CARRIAGE: (Comb. Trans. only) XXXXXXXXXXXXXXXXXXXX

(11) VESSEL & VOY. N° MSC JAVA 28A

(12) AGENTS AT PORT OF DISCHARGE / DELIVERY:

(14) CARRIER'S RECEIPT (Continued on attached Bill of Lading Rider page(s), if applicable)

(13) All details shown in Box 13 are furnished by the Shippers, being their Memoranda. Quantity, Condition, Contents and all other information shown in Box 13 are unknown to the Carrier, who has no means to verify their correctness and does not acknowledge them. The statements of the Shippers in Box 13 do not engage the Carrier contractually or in any other manner.

Table with 5 columns: Identity Marks of Cont. or other packages and seal number(s), Corresp. number of cont. or other packgs, Total nbr of ctrs or other packgs received by the carrier, Haz Code, Cargo Description (Continued on attached Bill of Lading Rider page(s), if applicable), Cargo Gross weight, Measurement. Includes entries for INBU5194973/ 40'DV/ TARE: 3750 KG and MSCU4804765/ 40'DV/ TARE: 3740 KG.

(15) FREIGHT & CHARGES («PAYABLE» signifies INTENTION. Cargo shall not be delivered unless Freight & Charges are paid)

Table with 5 columns: Specification of Freight & Charges, Basis, Rate, PAYABLE at, ELSEWHERE. Includes Ad Valorem charges and TOTAL FREIGHT & CHARGES.

IN ACCEPTING this BOL the Merchant expressly agrees to be bound by all the terms, conditions, limitations and exceptions, whether printed, stamped or written hereon and on Page 1, and in particular agrees that the Carrier shall have the right, at its sole discretion, to stow cargo in containers and to carry on deck containers of all kinds including trailers, tanks, flats, canvas top, pallets, vehicles and boats or similar articles used to consolidate goods. RECEIVED FOR SHIPMENT in apparent external good order and condition the containers, packages, units bearing the marks and/or numbers shown in Box 14, said to contain the quantity of goods, weights and measurements stated by Shippers in Box 13, which particulars the Carrier has neither checked nor verified. IN WITNESS whereof, the no. of Original Bills of Lading shown at the top right corner of this contract have been signed. If this is a negotiable (To Order) Bol, the goods will only be delivered if one original Bol, properly endorsed by the Shippers and/or by the bank concerned (and not by the Notify Party), is surrendered, the others to be considered null and void.





## **IRREVOCABLE CONTRACT OF SELLING N° 224/05/06,**

Between **Mrs FAVI Christiana FREEMAN**, address 1329 Sainte Rita, FAVI house, phone: 95969956 Cotonou Benin from a part

And, **Ets LA-RECHMIAL RC N° 25475-A INSAE: 976219107915**  
10 PO Box 1135 Bank account: 311300001304 Ecobank Phone/ 90 90 25 51 /  
93 68 07 78 Cotonou, Benin to another part,

These have been concluding:

### **Article 1:**

Mrs FAVI Christiana FREEMAN, importer, engage herself in selling the goods of the two containers 40'INBU5194973 and MSCU4804765 to the Ets LA- RECHMIAL to a total price of **Forty millions (40.000.000) CFA**

### **Article 2:**

Mrs FAVI Christiana FREEMAN will receive from the beginning of the contract, the amount of **Eight millions (8.000.000) CFA** for the first confirmation of selling.

### **Article 3:**

Mrs FAVI Christiana FREEMAN will receive the amount of **Ten millions (10.000.000) CFA** under presentation of all the originals documents necessary for operation of clearing of goods and the caring-off, of the two containers (Bill of Lading-purchase bill – BIVAC - Freight)

### **Article 4:**

The rest will be balanced in one month time after the clearing and the caring-off the two containers.

### **Article 5:**

The duty paid and the caring-off will be deduced under presentation of the receipt and will be decided from the **Twenty two millions (22.000.000) CFA** remaining

**Article 6:**

Mrs FAVI Christiana FREEMAN and Ets LA-RECHMIAL engage themselves in an irrevocable contract of selling from the beginning of the contract.

**Article 7:**

From the beginning of the contract, all the goods that are in the two containers was definitively granted to Ets LA-RECHMIAL

**Article 8:** In case of non respect of the so-called contract by Mrs FAVI Christiana FREEMAN, she engage herself in paying the damages and interests valued to 18% of the purchase price which is **Seven millions (7.000.000) CFA.**

**Article 9:**

This irrevocable contact of selling is limited to two containers INBU5194973 and MSCU4804765 which was embarked the 24th May 2006 at Jacksonville and BIVAC N° 219864

**Article 10:**

The two parties engage themselves to the respect of the agreements of the present contract

31st May 2006, Cotonou

**Importer**

**Ets LA- RECHMIAL**

**Mrs FAVI Christian FREEMAN**

**DOSSA Anollinaire**

Docket No.

FEDERAL MARITIME COMMISSION

NATHAN FREEMAN

Complainant,

-v-

MEDITERRANEAN SHIPPING Co. S.A.,  
and SHIPCO TRANSPORT, INC.

Respondents.

---

**COMPLAINT**

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**DONALD D. OLMAN, firm of  
RASSNER, RASSNER & OLMAN**  
Attorney for Complainant  
14 Tower Place  
Roslyn, New York 11576  
516 626-2470

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FEDERAL MARITIME COMMISSION

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NATHAN FREEMAN

Complainant,

Docket No. 08-01

FEDERAL MARITIME COMMISSION

v

INTERROGATORIES

MEDITERRANEAN SHIPPING Co. S.A.  
and SHIPCO TRANSPORT, INC.,

Respondents.  
-----X



**PLEASE TAKE NOTICE**, that complainant, pursuant to 46 CFR 502.205 of the Rules of Practice and Procedure of the Federal Maritime Commission requests that Respondents each serve answers to the following interrogatories:

**PLEASE TAKE FURTHER NOTICE** that the interrogatories set forth herein herein relate to a shipment of two containers identified as INBUS5194973 and MSCU4804765 from Jacksonville, Fl. to Cotonou, Benin, consisting of plastic scrap under a bill of lading of Mediterranean Shipping Company S.A., Geneva, BoL MSCUTD086785, shipped on board 24/05/2006.

1. Did Respondent, Mediterranean Shipping Company S. A., Geneva ("MSC") or Respondent, Shipco Transport, Inc. ("Shipco") deliver to complainant, or any person or entity acting on complainant's behalf, the original bill of lading for the shipment?

2. If the answer to 1. supra. is yes, state the date when, by whom and to whom and the place where, the original Bill of Lading was delivered.

3. If the answer to 1. supra. is no, state why the original bill of lading was not delivered.

4. State whether complainant, or any person or entity acting on his behalf, made a request for delivery of the original bill of lading.

5. If the answer to 4. supra. is yes, state the all dates when each request was made, the manner in which each request was made, by whom and to whom each request was made.

6. If the answer to 4. supra is no, state whether MSC made an offer to complainant or any person or entity acting on his behalf to deliver the original bill of lading

Dated: February 21, 2008

Donald D. Olman, firm of  
Rassner, Rassner & Olman  
Attorney for Complainant  
14 Tower Place  
Roslyn, New York 11576  
516 626-2470

FEDERAL MARITIME COMMISSION

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NATHAN FREEMAN

Complainant,

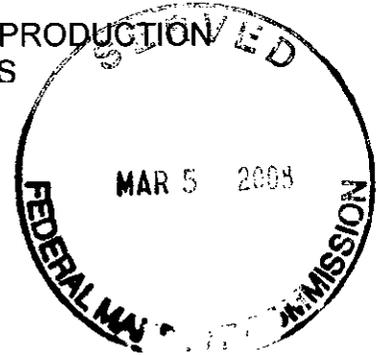
Docket No. 08-07

v

REQUEST FOR PRODUCTION  
OF DOCUMENTS

MEDITERRANEAN SHIPPING Co. S.A.  
and SHIPCO TRANSPORT, INC.,

Respondents.  
-----X



**PLEASE TAKE NOTICE**, that complainant, pursuant to 46 CFR 502.206 of the Rules of Practice and Procedure of the Federal Maritime Commission requests that Respondents produce for inspection and copying, the documents designated below, at the office of complainant's attorney, Donald D. Olman, firm of Rassner, Rassner & Olman, at 14 Tower Place, Roslyn, New York 11576 at 10:00 A.M. on or before March 30, 2008.

**PLEASE TAKE FURTHER NOTICE**, that the said documents may be served by mail to the attorney for complainant at his office on or before March 30, 2008

**PLEASE TAKE FURTHER NOTICE**, that the documents requested herein relate to a shipment of two containers identified as INBUS5194973 and MSCU4804765 from Jacksonville, Fl. to Cotonou, Benin, consisting of plastic scrap under a Bill of Lading of Mediterranean Shipping Company S.A., Geneva, BoL MSCUTD086785, shipped on board 24/05/2006.

1. Bills of lading issued or made by each respondent, each copy of which is to consist of both sides in legible form, relating to the shipment.

2. License of Respondent, Shipco Transport, Inc. ("Shipco") as a NVOCC in effect at the time of the shipment.

3. Bond, surety or insurance policy as required by the Federal Maritime Commission in effect at the time of the shipment.

4. E-mail, fax, correspondence and communications of any other nature sent to, or received from complainant, Christian Freeman, or C. Martin Taylor & Co., Inc., freight forwarder, or any person or entity acting on their behalf, relating to the shipment together with all documents transmitted with any such communication.

5. With respect to Respondent, Shipco, including any person or entity acting on its

behalf, E-mail, fax, correspondence and communications of any other nature, sent to, or received from, Respondent, Mediterranean Shipping Co. S.A. ("MSC") or any person or entity acting on it's behalf, relating to the shipment, together with all documents transmitted with any such communication.

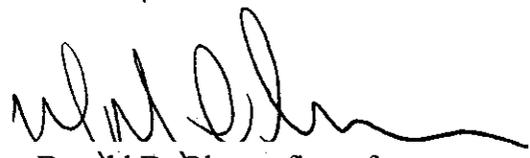
6. With respect to Respondent, MSC, including any person or entity acting on it's behalf, E-mail, fax, correspondence and communications of any other nature, sent to, or received from Respondent, Shipco, or any person or entity acting on it's behalf relating to the shipment together with all documents transmitted with any such communication.

7. With respect to both respondents, including any person or entity acting on either or both of there behalf, e-mail, fax, correspondence and communications of any other nature, sent to or received from, any person or entity, in addition to items 4 thru 6 supra., relating to the shipment.

8. With respect to Shipco, contracts, agreements, memorandums, or documents of any nature relating to arrangements made with C. Martin Taylor & Co. Inc., complainant, Christian Freeman, or MSC or any person or entity acting on there behalf, relating to the shipment.

9. With respect to both respondents, including any person or entity acting on either or both of there behalf, e-mail, fax, correspondence and communications of any other nature, sent to or received from, any person or entity acting in a official capacity of the Port of Cotonou, Benin, relating to the shipment.

Dated: Roslyn, New York  
February 21, 2008



Donald D. Olman, firm of  
Rassner, Rassner & Olman  
Attorney for Complainant  
14 Tower Place  
Roslyn, New York 11576  
516 626-2470

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FEDERAL MARITIME COMMISSION

FEDERAL MARITIME COMMISSION

NATHAN FREEMAN

Complainant,

Docket No. 08-01

REQUEST FOR PRODUCTION OF DOCUMENTS



MEDITERRANEAN SHIPPING Co S.A.  
and SHIPCO TRANSPORT, INC.,

Respondents.

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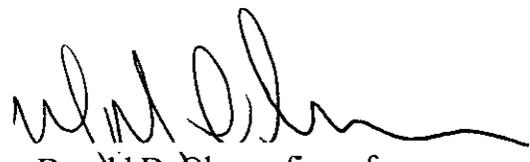
6. With respect to Respondent, MSC, including any person or entity acting on it's behalf, E-mail, fax, correspondence and communications of any other nature, sent to, or received from Respondent, Shipco, or any person or entity acting on it's behalf relating to the shipment together with all documents transmitted with any such communication.

7. With respect to both respondents, including any person or entity acting on either or both of there behalf, e-mail, fax, correspondence and communications of any other nature, sent to or received from, any person or entity, in addition to items 4 thru 6 supra., relating to the shipment.

8. With respect to Shipco, contracts, agreements, memorandums, or documents of any nature relating to arrangements made with C. Martin Taylor & Co. Inc., complainant, Christian Freeman, or MSC or any person or entity acting on there behalf, relating to the shipment.

9. With respect to both respondents, including any person or entity acting on either or both of there behalf, e-mail, fax, correspondence and communications of any other nature, sent to or received from, any person or entity acting in a official capacity of the Port of Cotonou, Benin, relating to the shipment.

Dated: Roslyn, New York  
February 21, 2008



Donald D. Olman, firm of  
Rassner, Rassner & Olman  
Attorney for Complainant  
14 Tower Place  
Roslyn, New York 11576  
516 626-2470