

MMY

**REPUBLIC OF CAMEROON**

CPTE N° 1751/P/21

**Peace – Work – Fatherland**

ON 04/04/21

**CIVIL HEARING ON 02 September 2022**

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THE YEAR 2022

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FILE N° 2003/RG/21

ON 04/11/2021

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JUDGEMENT N°950/CIV

ON

02 SEPTEMBER 2022

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**CONTRADICTORY**

**CASE**

-TCHATAT Jean Patrice

(Cabinet D&A)

C/

-Société MAERSK

-TOCHE Salomon

(Me ZANGUE)

**NATURE OF THE CASE**

Summon for the return of a  
container

**COURT RULING**

(Read the operative part)

The High Court of Wouri, ruling in the Civil Division, in its ordinary public hearing held at the Law Court of the said town, on the second day of September two thousand and twenty two, and in which was seated:

---Mr DIPANDA MBIA Eugene Aimé, Judge at the High Court of this town:

-----PRESIDENT-----

---Assisted by Lawyer MFOUT MFOSSA Yvette, Registrar holding the pen;

---Delivered the following judgment:

-----BETWEEN-----

--Mr. TCHATAT Jean Patrice, having as adviser the D&A Law Firm in Douala;

---Plaintiff, pleading and concluding

-----ON ONE HAND-----

-----AND-----

---MAERSK SA, a maritime transport company whose registered office is in Douala, having as counsellor lawyer ZANGUE & Partners, attorneys at the Bar of Cameroon;

---Mr. TOCHE Salomon, residing at Douala;

---Defendant, pleading and concluding by the said board;

-----ON THE OTHER HAND-----

--- Without the present qualities being able to harm or prejudice the rights and interests of each of the parties involved, but on the contrary, expressions with reservation of fact and law;

-----FACTS AND PROCEDURE-----

--- Hearing that is duly registered of 27th October 2021, from attorney KOUGANG Gabriel, Bailiff of Justice in Douala, registered on 4th November 2021 under volume 008, fol 100, n°1955 at the price of 4000 according to number 633361438 of the same day as the registration, **Mr TCHATAT Jean Patrice**, having as adviser the D&A Law Firm has given a summon to the **Maritime Transport Company**

**MAERSK SA**, Mr. TOCHE Salomon to appear before the High Court of Wouri ruling in civil matters in order to be heard, as stated in the said summons:

FOR

-- Understood that the applicant is the owner of the container N° HASU447885/9 transported by the Maritime Transport Company MAER.SK S.A whose head office is in Douala;

That he had two containers of 40 foot each N° HASU447885/9 and TCHU705161/2 from America to the Autonomous Port of Douala;

That on arrival of the said goods, Mr TCHATAT Jean Patrice completed all customs clearance formalities and various receipts issued in the name of the applicant until the exit voucher;

That he has in his keeping all the originals of the said documents and the registration documents of the vehicles contained in his containers;

That he was however surprised not to enter in possession of his goods because his name was substituted and replaced by a certain TOCHE Salomon who since then remains untraceable;

That it is thus within the framework of an investigation opened at the gendarmerie brigade South of the port, the applicant realized that one of his two containers, namely the one with number TCHU705161/2 of 40 feet was taken away by this fictitious character named TOCHE Salomon with certainly the complicity of the company MAERSK SA whereas the bill of lading accompanying this container has written the applicant's number TCHATAT Jean Patrice;

that in order to safeguard the remaining container No. HASU447885/9, the Commander of brigade south of the Douala sea port has issued

a notice of

Blocking order by the applicant;

That since the investigation is underway, this ghost Mr. TOCHE Salomon has never appeared and MAERSK S.A. has remained unmoved;

That on 24 May 2021, the petitioner filed a petition with the Public Prosecutor at the Littoral Court of Appeal seeking the lifting of the blockage on container N°. HASU447885/9;

That on the instruction of the Public Prosecutor's Office of the Court, the Commander of Brigade, South of the Port has on June 14, 2021 given a release ordering the unblocking of the container N° HASU447885/9 to the benefit of its legitimate owner Mr. TCHATAT Jean Patrice;

That this MESSAGE was notified by the said authority to the debtor of the obligation to return, which to date has remained without effect;

Whereas more than half of the goods in this container and which is intended for sale has almost perished and the others losing their value as a result of their retention by the MAERSK S.A. Company;

That since then, Mr TCHATA Jean Patrice has only received summonses and threats in relation to the fact that his container is blocked at the Douala Sea Port Authority;

That no obstacle of a legal nature can be evoked by the above mentioned company to justify the retention of the applicant's container, especially since all the charges have been crossed out and the exit voucher issued;

That the fact that the MAERSK S.A. Company retained the container No. HASU447885/9 even though the release of the blockage was given constitutes an assault of which

- It is necessary to put an end to it by ordering the return of the said container to its owner Mr. TCHATAT Jean Patrice;

**FOR THESE REASONS:**

To come to the parties;

To note that the applicant is the owner of the container N° HASU447885/9 transported by the Maritime Transport Company MAERSK SA whose head office is in Douala;

**CONSEQUENTLY:**

Kindly order the return, by the MAERSK SA Maritime Transport Company of the container N° HASU447885/9 to its owner Mr. TCHATAT Jean Patrice;

Kindly order the provisional execution of the decision to intervene not withstanding all the means of appeal;

**WITH ALL RESERVATIONS**

The case was called for the first time at the hearing of 05 November 2021;

At the hearing of 07 January 2022, the council for the plaintiffs requested a judicial transfer, and on that same day the court handed down a preliminary ruling as follows

**ON THESE GROUNDS**

-Ruling publicly, contradictorily to the parties, in civil chamber, at first instance;

BY WAY OF PRELIMINARY RULING

---Gives notice to Mr. TCHATAT Jean Patrice who is requesting a judicial transfer;

---Orders a judicial transport by the MAERSK SA Company for the purpose of verifying the effectiveness of container n ° HASU44788519 and to proceed to the useful observations;

---The present composition of the court is appointed to carry out this procedure, with the possibility of sub-delegation;

---Fixes the costs of the measure at 120,000 CFA francs to be borne by the applicant;

---Says that the judicial transport will take place on 14 January 2022 at 10 a.m. in the presence of all parties;

--Reserves the costs;

---Refers the case to 04 February 2022 for execution ADD and conclusion of attorney ZANGUE;

WITH ALL RESERVATIONS:

At the hearing of 04 February 2022, counsel for the plaintiff, Cabinet ZANGUE D&P, Attorneys at the Bar of Cameroon, produced their submissions as follows:

FOR THESE REASONS:

And any other to be added, deducted or even automatically substituted:

- In regards to the International convention for the unification for certain rules related to Bills of Lading of 1924 and its subsequent amendments;

- In reference to the Convention of 25 August 1924 Hague Rules.

- With regards to the subsequent versions of the Brussels Convention of 1924-1968, amended in 1968-1979 Hague Rules Visby and extended by the Protocol of 21 December 1979;

- In line with the convention of United States on the transport of goods by Sea signed in Hamburg on 31 March 1978;

To note that MAERSK S.A. is only a carrier of the goods and not the owner;

To note that the company MAERSK S.A., seems to hide the person of TOCHE Salomon, this she pretends to ignore that he is also a party to the trial;

To note that TOCHE Salomon was regularly summoned;

To note that he is the owner of the container number HASU447885/9 transported by the shipping company MAERSK S.A. whose head office is in Douala;

To note that the applicant had two containers of 40 feet each, No. HASU447885/9 and TCHU751/2, docked at the Douala Port Authority for shipment to America;

To note that on arrival of the said goods, Mr TCHATAT Jean Patrick completed all the customs clearance formalities and various receipts issued in the name of the applicant up to the exit voucher;

To note that he holds all the originals of the said documents;

To note that he was nevertheless surprised not to enter into possession of his goods because his name was substituted and replaced by a certain TOCHE Salomon who since then remains untraceable;

To note that TOCHE Salomon was regularly summoned and it is up to the latter to appear and produce proof of his alleged right of ownership;

To note that the company MAERSK S.A., who had to assert a neutral stand in the case in question, not taking the defense of this fictitious character who has already stolen one of the respondent's containers;

To note that the name of Mr. TCHATAT Jean Patrice appears on the copy of the BL which is the bill of lading accompanying the said container until its arrival at the autonomous port of Douala;

To find that the name of the respondent appears on all the invoices and receipts issued by Maersk weeks after the arrival of the container;

To find that under maritime law the carrier is not entitled to change the name on the bill of lading after the goods have arrived at their destination;

Find that under maritime law the carrier has no right to change the name on the bill of lading after the goods have arrived at destination;

Find that MAERSK S.A. cannot claim today that there is an invisible person whose name appears on the original of the BL and who claims the goods of the respondent when, and especially, when all the formalities of the customs clearance have been completed by the Respondent;

To note that it is extremely urgent that the restitution requested be ordered, as the said container contains goods that have already expired for some of them and others that are in the process of expiring due to their retention by the defendant company;

To find that once a consignee has been named and the goods have already arrived, the carrier company and the shipper must notify the owner of the goods;

Find that this alleged modification is a kind of triangle orchestrated to arrogate the respondent of his property;

To note that it is in this way that during an investigation opened at the Gendarmerie Brigade South of the port, the applicant realized that one of his two containers, container number TCKU705161/2 of 40 foot, had been removed under customs control by this fictitious character named TOCHE Salomon with certainly the complicity of the company MAERSK S.A whereas the bill of lading accompanying this container carries the name of the applicant TCHATAT Jean Patrice;

To note that in order to safeguard the remaining container N° HASU447885/9, the Commander of Brigade South of the port has issued a blocking notice at the request of the applicant.

To note that since the investigator has been following his course, the ghost of Mr TOCHE Salomon has never appeared and the MAERSK S.A. Company has remained unmoved;

To note that on 24 May 2021, the applicant applied to the Public Prosecutor at the Littoral Court of Appeal for the release of the only remaining container;

To note that on the instructions of the Public Prosecutor's Office of the Court of Appeal, the Commander of Brigade South of the Douala sea Port released the blockage of container No. HASU447885/9 on 14 June 2021;

To note that the said authority has notified the debtor of the obligation to return the container, which to date has remained without effect;

To note that half of the goods in this container have almost perished and the others have lost their value due to their retention by the company MAERSK;

Find that no legal obstacle can be raised by the above-mentioned company to justify the retention of the Applicant's container;

Find that there is an urgent need for the container to be returned to its owner;

**CONSEQUENTLY:**

Receives the respondent's action and declare it well founded;

Ordered the MAERSK Company to issue the exit voucher in the name of Mr Jean Patrice TCHATAT for the exit of the container number HA5U447885/9;

Ordered the MAERSK Company to deliver this exit voucher as from the pronouncement of the decision under penalty of 500 000fcfa per day of delay.



To request that the court decision is valid as a release order and original BL if MAERSK does not comply after 30 days of the court decision.

### **WITH ALL RESERVATIONS**

At the hearing of 1st April 2022, the council for the plaintiff, ZANGUE D&P Law Firm, Attorneys at bar of Cameroon, produced their conclusions as follows

### **FOR THESE REASONS:**

And all others to be added, deducted or even automatically substituted, if necessary;

Having regard to the provisions of Articles 536, 357 and 545 of the Merchant Shipping Code;

Having regard to the judicial transport report of 14 January 2022;

Having regard to the jurisprudence and doctrine, together with the exhibits;

### **ON THE UNFOUNDED NATURE OF THE CLAIM DUE TO THE MODIFICATION BY THE SHIPPER OF THE CONSIGNEE OF THE CONTAINER**

---CONSIDER that Mr. TCHATAT Jean Patrice requests that the return of container No. HASU447885/9 be ordered for his benefit by the company MAESRK Line Agency Cameroun SA;

---To justify his claim, he claims that he is the owner of the said container and that no legal obstacle can justify the retention of the said container by the company;

NOTE that articles 536, 537 and 545 of the CEMAC Merchant Shipping Code respectively provide as follows:

ARTICLE 536: << 1. The right of control over the goods can only be exercised by the controlling party and is limited to the right;

a) To give or modify instructions concerning the goods without them constituting a modification of the contract of transportation;

(b) To obtain delivery of the goods at the scheduled stopover or, in the case of domestic transport, at any place mid-way;

(c) To replace the consignee by any other person including the controlling party.

2. The right of control exists during the whole period of responsibility of the carrier provided in article 545 and is extinguished at the expiry of that period >>;

#### ARTICLE 537 :<<

1. Except as provided in paragraphs 2, 3 and 4 of this article: <<

(a) The shipper is the controlling party unless, at the time of the conclusion of the contract of shipment, it designates the consignee, the documentary shipper or another person as the controlling party;

(b) The controlling party may transfer the right of control to another person. Such shipment becomes effective against the carrier when the carrier is notified by the transferor, and the transferee becomes the controlling party;

and c) the controlling party shall duly identify itself when exercising the right of control.

2. In the case of the issuing of a non-negotiable transport document the terms of which indicate that it must be surrendered in order to obtain delivery of the goods;

(a) The shipper is the controlling party and may transfer the right of control to the consignee named in the document by transferring the document to that person without endorsement. If more than one original of the document has been issued, all originals shall be transferred in order for the right of control to be transferred as well.

(b) In order to exercise the right of control, the controlling party shall produce the document and duly identify itself. If several originals of the document have been issued, all originals shall be presented otherwise the right of control cannot be exercised >>;

ARTICLE 545 << 1. The carrier is responsible for the goods, in reference to this chapter, from the time of their receipt, by a performing party or himself for their shipment until their delivery>>;

NOTE that the Shipper, exercising his right of control over the goods, may change the consignee and request the Carrier to hand over the goods to any consignee other than the one initially named;

NOTES that in case of violation by the Carrier of these transport rules, he will be held responsible;

NOTES that Mr TCHATAT remained silent on the question of why he did not sue the Shipper who instructed the change of consignee;

NOTES that the Shipper, the PANAOEA SHIPPING Company, instructed MAERSK, its Carrier, on 09 December 2020, to change the consignee of container No. HASU447885/9 and to deliver it not to Mr TCHATAT Jean Patrice as initially ordered, but rather to Mr Salomon TOCHE;

TO SAY AND JUDGE THAT the MAERSK Company cannot, without engaging its responsibility, deliver the litigious container to Mr TCHATAT who is no longer the addressee;

SAY AND JUDGE THAT the container cannot be returned to Mr TCHATAT if he does not present the original bills of lading;

Consequently,

Dismiss Mr TCHATAT Jean Patrice's claim as unfounded;

Sentenced him to reimburse expenses of the case, to be paid to attorney Serges Martin ZANGUE;

#### **WITH ALL RESERVATIONS**

On 16 May 2022, the Public Prosecutor's Office made the following request:

#### **FOR THESE REASONS**

We request that the high court of justice in Wouri be pleased to:

- Receive the Public Prosecutor's Office's application
- Receive the plaintiff in his action;
- Declare him unfounded and dismiss him;
- Order him to pay the costs

#### **WITH ALL RESERVATIONS**

--After several useful postponements, the debates were declared closed and the case was put into deliberation during the hearing for judgment to be rendered on September 2, 2022;

---After this last hearing, the Court, emptying the case on the bench, rendered the following judgment through the judge presiding over the hearing:

-----LE TRIBUNAL-----

---Having regard to Law No. 2006/015 of 29 December 2006 on the organization of the judiciary in Cameroon, as amended and supplemented by Law No. 2011/027 of 14 December 2011;

---As seen from the documents in the file of the case;

---Whereas, by a duly registered feat of 27 October 2021, from the Ministry of Attorney **KOUGANG Gabriel**, court bailiff in Douala, registered on 04 November 2021 under volume 008, fol 100, n°1955 at the price of 4000 according to number 633361438 of the same day as the registration of, Mr **TCHATAT Jean Patrice**, having for counsellor the D&A Law Firm, has summoned the **Transport Maritime Company MAERSK SA and Mr TOCHE Salomon** to appear before the High Court of Wouri ruling in civil matters for the restitution of a container;

---Hearing in support of his claim, he stated that he had two 40-foot containers No. HASU447885/9 and TCHU7O5161/2 transported from North America by the Maritime Transport Company MAERSK S.A; That he has paid all charges inherent to the transport of these containers;

That he was surprised at the moment of taking possession of the said containers to notice that his name had been replaced by that of a certain TOCHE Salomon, unknown to him;

That having noticed that his container No. TCHU705161/2 had already been removed by this unknown person, he had an investigation initiated by the Brigade south of port which issued a notice of blocking of container No. HASU447885/9, then gave a release notice later-on, ordering the return of the container to its rightful owner, who is the petitioner;

That this release notice and restitution have remained unapplied since then;

That the goods contained in this container have certainly perished while the non-perishable ones have already lost their value;

That he has no choice but to bring the matter before the court of law to recover his rights;

--- Notes that, in support of his allegations, he produced in thermo copies: a BL n°204056123 in the name of TCHATAT Jean Patrice, a certificate of customs clearance, two receipts of payment of the duties for the container number: 204056123, a receipt for payment of the costs to the company MAERK, a receipt for payment of the duties for the container number: 204056123, a report on the visit of the container, an exit report, a correspondence with instructions from the Public Prosecutor of Douala-Bonanjjo, two messages from the Port Brigade Commander concerning the blocking and unblocking of the container and the invoices and receipts issued by MAERSK SA bearing the name of Jean Patrice TCHATAT;

--Notes that, in reaction, the MAERSK S.A. Company through its counsellor, the law firm Zangue & Partners, concluded by dismissing this reason;

She explained that in her capacity as carrier, she received from PANACEA SHIPPING (shipper) to transport from Houston in the United States to Douala in Cameroon, the two containers earlier mentioned to be returned to the applicant.

That on December 09, 2020, the PANACEA SHIPPING Company changed its instructions, indicating that the said containers were henceforth to be delivered to Mr. TOCHE Salomon;

That in the face of the claimant's challenges, MAERSK asked him to present the three original bills of lading, the only alternative to hand over the containers, a request that remained unanswered;

That the claimant instead brought the case before the judge of summary jurisdiction from hour to hour, and, faced with the decision of incompetence of the said judge, he initiated the present proceedings;

That his attitude is based on the successive provisions of the CEMAC Merchant Marine Code in its articles 536, 537 and 545;

That on reading the provisions of the merchant marine code mentioned above, it is clear that the shipper remains the sole owner and principal of a container until it is released;

That under these conditions, any carrier who violates these provisions would be liable;

That the fact of having paid costs does not change anything, as it is true that even any ordinary person can be committed to paying costs;

That the Defendant has stated without being contradicted that the costs paid by the Plaintiff were reimbursable;

That the judicial transport carried out for the purpose of ascertaining the facts has itself supported the above arguments;

That the Claimant is attacking the wrong person and can only be dismissed;

Whereas the Claimant has argued that MAERSK S.A. is the carrier of the goods and not the owner;

That the company MAERSK S.A which seems to hide this character of TOCHE Salomon behind it pretends to be unaware that he is also a party to the lawsuit, in that he was regularly summoned;

That he is the owner of the container number HASU447885/9 transported by the maritime transport company MAERSK S.A whose head office is in Douala;

That he had two 40-foot containers, No. HASU447885/9 and TCHU705161/2, transported to America for the Autonomous Port of Douala

That on their arrival, Mr TCHATAT Jean Patrick has completed all customs clearance formalities and various receipts issued in his name up to the exit voucher;

That he holds all the originals of the said documents;

That he was however surprised not to enter in possession of his goods because his name was substituted and replaced by a certain TOCHE Salomon who since then remains untraceable;

That TOCHE Salomon was regularly summoned and it is up to the latter to appear and to produce proof of his alleged right of ownership;

That MAERSK S.A which should have affirmed its neutrality in the case in question cannot take the defense of this fictitious character who has already stolen one of the respondent's containers;

That the name of Mr TCHATAT Jean Patrice appears on the copy of the BL which is the bill of lading accompanying the said container until its arrival at the autonomous port of Douala;

To note that the name of the concluding party appears on all the invoices and receipts issued by the MAERSK company weeks after the arrival of the container,

That in maritime law, the carrier does not have the right to modify the name on the original bill of lading after the goods arrive at destination;

That MAERSK S.A. cannot claim today that there is an invisible person whose name appears on the original bill of lading and who claims the goods of the principal when all the formalities of the customs clearance have been accomplished by the principal;

That it is extremely urgent that the restitution requested be ordered, as the said container contains goods that have already expired for some of them and others that are in the process of expiring due to their retention by the defendant company;

That once a consignee has been named and the goods have already arrived, the carrier and shipper must notify the owner of the goods;

That this alleged change is a kind of triangle orchestrated to relieve the respondent of his property;

That within the framework of an investigation opened in the Gendarmerie Brigade South of the Port, one of its two containers in particularly number TCKU 705161/2, a 40 feet was removed under customs control by this fictitious character named TOCHE Salomon with certainly the complicity of the company MAERSK S.A whereas the bill of lading accompanying this container contains the name of the applicant TCHATAT Jean Patrice;

That in order to safeguard the remaining container n° HASU447885/9 the Commander of Brigade South of the Port issued a blocking notice at the request of the applicant;

That the investigation follows its course, this ghost of Mr. TOCHE Salomon has never presented itself and the company MAERSK S.A. remained unmoved;

That on May 24, 2021, he submitted to the Public Prosecutor of the Littoral Court of Appeal a request for the release of the only remaining container;

That on the instructions of the Public Prosecutor's Office of the court of first instance, the Brigade Commander South of the port has on June 14, 2021 uplifted the blocking notice of container n° HASU447885/9;

That this MESSAGE was notified by the said authority to the debtor of the obligation of the restitution which to date remains without effect;

That no obstacle of a legal nature can be evoked by the above mentioned company to justify the retention of the container;

That he requests that MAERSK company should be ordered to deliver the exit voucher in the name of Mr. Jean Patrice TCHATAT for the exit of the container n°HASU447885/9, under penalty of 500 000 FCFA per day of delay;

That he also requests that it be indicated that the present judgment will act as a release order and original BI if the company MAERSK



does not perform after 30 days from the pronouncement of the present decision,

---Note that only Plaintiff and MAERSK have made submissions through their respective councils;

That it is necessary to rule contradictorily with regard to and by against TOCHE Salomon;

---Note that this action is admissible as introduced in accordance with articles 5 and 14 of the Code of Civil and Commercial Procedure;

That it is necessary to examine its merits;

---Notes the plaintiff requests the return of the container N°HASU447885/9 by the company MAERK SA;

In reaction, the MAERK SA company opposed by confirming that she did not receive any bill of lading (BL) carrying initially the name of the applicant. The name of the respondent was modified via an e-mail from the shipper to Mr. TOCHE Salomon;

Notes that, it is agreed that the BL n' 204056123 was delivered by the shipper the company PANACEA SHIPPING to the profit of Mr. TCHATAT Jean Patrice;

That he has carried out all the administrative and customs formalities as proven by the certificate of clearance, the receipts of payment of duties for container number 204056123, the inspection report and the payment of the expenses to MAERSK Company;

That the change of the name of the consignee by the shipper occurred after the completion of the above mentioned formalities;

That the document produced by the MAERSK Company as proof of this modification of the consignee of the litigious container does not bear the name of Mr. TOCHE Salomon;

That the litigious container was put in the hands of justice according to a message carried by the brigade commander South of the Sea Port and a release notice was issued according to another message carried on the 14<sup>th</sup> of June 2021 notified to the MAERSK Company by the same authority in execution of the instructions of the public prosecutor;

That in addition, the legal transport carrier MAERSK Company stated that Mr. TOCHE Salomon did not put any act in order to enter in possession of the afore mentioned container and did not produce neither the original of the bill of lading, all things which confers a probative value to the BL n° 204056123 established in the name of TCHATAT Jean Patrice;

That it follows that the modification of the name in the system, to the profit of TOCHE Salomon, on the basis of an e-mail and putting the invoices paid by the applicant, constitutes an act of disdain;

That it is consequently necessary to order the delivery of exit voucher and the restitution of the container N° HASU447885/9 by the Company of Maritime Transport MAERSK S.A to its owner Mr. TCHATAT Jean Patrice;

--Notes that in order to overcome any desire of resistance, it is necessary to attach to the present decision a fine of 10.000 FCFA per day of delay as from its notification;

--- Similarly, it is appropriate to say that in the event of non-execution within 30 days after its notification, the present decision will replace the release order of the said container;

--- Notes that the present decision does not follow the outlines of article 3 of the law n°97/018 of August 7, 1997 fixing certain provisions relating to the execution of the legal decisions;

It is appropriate to say that there is no need for provisional execution;

Notes that, in application of the provisions of article 50 of the Code of Civil and Commercial Procedures, it is appropriate that the expenses should be borne by the defendants;

----- FOR THESE REASONS-----

---Stating publicly and contradictorily with regard to the plaintiff and the MAERSK Company and the absence of TOCHE Salomon, in civil and commercial matters, in the first instance and after having deliberated in accordance with the law;

---Gives notice to the Public Prosecutor's Office of its requests;

---Receives Mr. TCHATAT Jean Patrice in his action;

--- Says it is partially justified

---Notes that Mr. TCHATA Jean Patrice, on the basis of BL No. 204056126, has paid the duties on container HASU447885/9 and a certificate of clearance has been issued to him;

---Notes furthermore that Mr. TOCHE Salomon has not produced the original bill of lading attesting to his ownership, let alone any document with a view to taking possession of the contested container;

---Orders the delivery of the exit voucher and the return by the MAERSK S.A. Maritime Transport Company of the container N° HASU447885/9 to its owner Mr. TCHATAT Jean Patrice under a fine of 10.000 FCFA per day of delay as from the notification of the present decision;

---Said that in case of non-execution within a period of 30 days after its notification, the present decision will replace the release order of the said container;

---Says that there is no need for provisional execution;

---Orders the defendants to pay all expenses;

---Done, judged and pronounced in open court on the same day, month and year as above;

In witness whereof the minute of the present judgment has been signed by the President, and the Court Clerk, in approval ----- lines and ----- words crossed out as well as -----resend to the margin/-

**THE PRESIDENT**

**THE COURT CLERK**