

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
IN ADMIRALTY**

DEVON INTERNATIONAL TRADING, INC.,))	
)	
Plaintiff,)	
)	
vs.)	CASE NO. 3:06-cv-00285-RV-MD
)	
M/V SANKO RALLY, her engines, tackle,)	
appurtenances, etc., <i>in rem</i> , et al.,)	
)	
Defendants.)	

ORDER

Plaintiff DEVON INTERNATIONAL TRADING, INC., Defendant PACTRANS AIR & SEA, INC., have moved the Court to dismiss the claims for cargo damage in the pending matter on the following terms:

(1) The cargo claims of Devon are dismissed "without prejudice" up to the amount of the assignment given by Devon to China National Chartering Corporation ("Sinochart"), i.e., \$350,000. All cargo claims of Devon over this amount are dismissed "with prejudice".

(2) All cargo claims of Pactrans (including, but not limited to, for indemnity or contribution) are dismissed "with prejudice."

Defendants M/V SANKO RALLY, *in rem*, SANKO STEAMSHIP CO., LTD., and GRANDSLAM ENTERPRISE CORP. (collectively "Sanko") do not object to the dismissal of the action on the foregoing terms. Further, all rights, terms and conditions of the Charter Party between Sanko Steamship Co., Ltd. and China National Chartering Corp. ("Sinochart") dated 25 April 2006 are preserved, and not waived or otherwise impacted by this Order.

WHEREFORE, having considered the Motion, the Court finds it to be well taken, and GRANTS the same in accord with the terms stated herein. This dismissal does not pertain to or impact the transferred and consolidated action by Pactrans against Sanko, which seeks indemnity and/or contribution for demurrage claims. Each party to bear its own costs associated with the instant dismissal. The Court will retain jurisdiction for sixty (60) days should it be necessary to enforce the terms of the settlement reached by the Parties herein.

DONE this the 27th day of October, 2008.

/s/ Roger Vinson

ROGER VINSON
SENIOR U.S. DISTRICT JUDGE