Discharge - Cargo check list.

ABC CONTAINERLINES DEMISE
CO-ORDINATION OF CARGO INTERESTS - NEW ZEALAND

BY

PAULINE BARRATT
JONES FEE

The Demise of ABC Containerline

ABC Containerline was founded in 1979 by Tsvi Rosenfeld. Its establishment was supported and financed by the Belgian Government, apparently for two reasons - to create a local shipping industry with associated employment opportunities for local seafarers; and also to provide work for the Belgian shipyards which had suffered badly in the recession of the 1970's.

ABC operated outside conference arrangements, and in its early days created market share for itself by an aggressive attack on the conference carriers, especially the European Conference. Its policy was to undercut conference freight rates by 5-10%. This meant that cargo interests had a real financial incentive to ship with ABC, while at the same time the freight rates were not so low as to push the conference carriers into outright warfare. Over the years ABC developed a real niche for itself as an independent operator, with a round the world service which was particularly suited to non time - sensitive cargoes. The round the world service was carried out with five ships. Four of them, the "Cornelis Verolme", the "Ellen Hudig", the "Antwerpen" and the "Brussel" were owned by ABC; while the fifth, the "Martha II", was to all outward appearances a time chartered vessel. Two other ships owned by ABC, the "Helen" and the "Deloris" were engaged in the bulk trade.

ABC was, from the start, somewhat rosily viewed by New Zealand exporters as a "white knight" which had rescued them from the grip of the conference carriers. This view may have had some justification

Tel 64-9-373 0050
Fax 64-9-379 3679
firm@jonesfee.co.nz
http://www.jonesfee.co.nz

PO Box 1801
Auckland 1
New Zealand
DX CP 18020

4th Floor
Krukziener House
17 Albert Street
Auckland 1

Partners: Greg Jones LLB
Philippa Fee LL.B (Hons)
Craig Langstone LLB
Daniel McLellan LLB
Associate: Pauline Barratt LLB, BA, MCIT

Member of the Pacific Maritime Law Group

as competition on freight rates was certainly helpful to exporters; but on the other hand time sensitive cargoes still often needed the conferences. For the 18 years that ABC operated, there was clearly a need for both the independent and the conference carriers.

By late 1995 and early 1996, ABC's fortunes were very much a mixed bag. On the one hand it was experiencing increased levels of support from New Zealand importers and exporters and was introducing new services and routes. It also began refining its service into New Zealand and Australia from South East Asia, by accepting cargo at Pasir Gudang in Johore Baru, Malaysia, for loading every 18 days. At about the same time ABC began accepting cargoes in 20ft and 40ft dry vans from Semarang in Indonesia; and also announced an 8.5% increase, in a twelve month period, for its Israel - New Zealand service. It was the only carrier providing this service.

On the other hand, there were obvious signs of cash flow problems. ABC was very well known for delaying payment of trade accounts for months at a time; and those in the legal profession who are in the business of chasing cargo claims, had known for a long time that only the most aggressive action would convince ABC to even answer correspondence on claims. This was usually put down to claim evasion and not associated with financial difficulties. After all, ABC had been around for years.

Then on 14 February 1996 the "Martha II" was arrested in Sydney in an action commenced by Den Norske Bank, the ship's mortgagee. Mr Rosenfeld expressed public outrage that a ship under charter to ABC should be arrested, thereby disrupting ABC's schedule and sullying its reputation. Mr Rosenfeld said that the "Martha II" was owned jointly by two companies called Combo Carriers and

Bulk Vaart Holdings, that ABC only had it on time charter, and that the arrest was the result of a dispute between the owners and their bank. ABC was not, he said, involved in the dispute and was merely an innocent bystander.

This was of course no consolation to cargo owners with cargo on the "Martha II", especially those whose cargo had, for some reason, been loaded after the arrest. This included the Australian companies Ricegrowers Co-operative Pty and Seatide Pty, which had loaded 245 containers of rice on the "Martha II" for shipment to Liverpool and Israel. Ricegrowers is Australia's single biggest commodity exporter.

When the dispute over "Martha II" seemed to be incapable of quick resolution, Ricegrowers and Seatide began legal action in Sydney to have their containers taken off the ship, so they could make other arrangements for it. There were a number of reasons for this. Some were purely financial - the rice destined for Liverpool was being consigned to Kellogg's for making into rice bubbles. Ricegrowers had to ensure a continuous supply of rice, or be in breach of contract and face claims for liquidated damages. Other reasons were more humanitarian. The rice which was going to Israel was to feed the Palestinian community on the West Bank, where it is a staple commodity.

Court orders were made in the Federal Court of Australia which allowed the "Martha II" to sail from Melbourne to Port Botany while under arrest and on arrival at Port Botany she was moved to a mooring buoy at Port Jackson. On 6 March a further order was made in the Federal Court which eventually allowed the "Martha II" to sail into Port Botany to discharge all the cargo shipped by Ricegrowers and Seatide; along with the other cargo on the ship. The reason this was done was because the next ship

in the ABC fleet, the "Cornelis Verolme", was due in Australia and would be able to pick up the cargo from the "Martha II". Mr Rosenfeld said that as a result of the dispute over the "Martha II" she was to be withdrawn from service.

Cargo owners were generally comfortable with this arrangments, partly because it meant that arrangements would not have to made to the ship cargo with other carriers, but also because of the public statements issued by ABC's agents in Sydeny, and by Mr Rosenfeld, to the effect that the "Martha II" was the only vessel affected by the arrest proceedings and that no other vessel were likely to be affected by the dispute with Den Norske Bank. Cargo carried on the "Cornelis Verolme", it was said, would have an expedited journey to market and there would be no further delays.

The "Cornelis Verolme" is known as a "conbulker" in that she carries both bulk and containerised cargoes. She was built in 1983 at a shipyard in Hoboken, Belgium. She is 20,000m in length, has a deadweight of 42,077 tonnes and has a capacity of around 1120 TEU. She is equipped to carry reefer containers as well as standard containers. The ship's holds have been specially strengthened for heavy cargoes, especially bulk cargoes. She picked up the cargo from the "Martha II" and left Sydney on 14 March. This is the ship which eventually left Sydney on 14 March, carrying her own cargo as well as that from the "Martha II". It is possibly an indication of why ABC was in financial trouble, that the ship had capacity to take on so much additional cargo.

The crossing of the Tasman normally takes four days, so the "Cornelis Verolme" should have arrived in Auckland on 18 March. However, after the "Cornelis Verolme" left Sydney there were two things

happened to rather alter what was going on. The first was that the real problem with the "Martha II" became public. Contrary to what Mr Rosenfeld had been saying about the dispute not involving ABC Containerline, it transpired that ABC Containerline was very much involved. The fact of the matter was that the "Martha II" had originally been called the "TNT Express" and had been owned by TNT Shipping in Australia. It had been sold by TNT Shipping to Combo Carriers of Luxembourg, and Bulk Vaart Holdings of the Netherlands, but what had not previously been stated was that Combo Carriers and Bulk Vaart Holdings were in the same group of companies as ABC Containerline, and were ultimately owned by Mr Rosenfeld and his family interests. The owners had mortgaged the ship to Den Norske Bank, but the ship's only income was charter fees from ABC Containerline. It was when ABC Containerline failed to make payments to owners, that owners defaulted in their obligations to the bank. Therefore, Mr Rosenfeld was technically correct in saying that the arrest of the "Martha II" arose from a dispute between the owners of the ship and the bank, but had failed to go on and say that Combo Carriers' default arose from the financial problems of ABC Containerline. In fact, what was said publicly was that the ship had been sold to Combo Carriers and Bulk Vaart Holdings after TNT Shipping had severed its links with ABC.

Of course, by the time this information became public, the cargo from the "Martha II" had already been loaded onto the "Cornelis Verolme" and the "Cornelis Verolme" had left Sydney. Cargo owners were not able to make altnerative arrangements for shipment of their cargo and had to simply wait and see what would happen. Stories abounded about ABC's problems, and there were some indications that ABC was trying to refinance. These indications all came from Mr Rosenfeld, who went so far as to say that a major cash injection into the company had been arranged but he wouldn't say who the investor

was. Whether or not there every really was an investor is not clear, but if there was money it never eventuated.

At about the same time, matters came to a head in respect of a cargo claim against ABC Containerline, which had been ongoing for some time. About a year previously Turners & Growers had shipped a cargo of onions to Canada, which had arrived in poor condition. A claim had been lodged with ABC, but rather typically not much progress had been made with it. When the problems with the "Martha II" came to light the solicitors who were acting for Turners & Growers' insurers asked ABC's P & I Club for a letter of guarantee in respect of the claim, which was around $500,000.00. The P & I Club declined to offer the security. The solicitors then took the view that if they could not obtain a club letter of security, they would have to obtain security in another manner, and applied for a warrant of arrest of the "Cornelis Verolme", to be executed on her arrival in Auckland. It was later discovered that all ABC's P & I cover had been cancelled for non-payment of calls.

News of the issue of the warrant very quickly made its way back to ABC Containerline. However, the ship never arrived in Auckland. Pacific Maritime, ABC's agent in Auckland, issued a bulletin which said that there was the threat of arrest and that until the identity of the arresting party could be discovered and the threat verified, the ship would not berth. It was said that it was in the best interests of all parties for the vessel to remain at anchor, to protect cargo interests because if the ship was arrested, the cargo would be impounded.

Over the next few days Pacific Maritime issued a number of bulletins to explain the ship's absence from

the Port of Auckland. Explanations ranged from the threat of arrest, to steering failures and breakdowns, and problems surrounding a proposed refinancing by ABC Containerline. The specific location of the ship was not given, and for about 17 days no-one really knew where she was.

Eventually Turners & Growers' insurers had had enough. They chartered the Westpac Rescue helicopter to search for the "Cornelis Verolme", and located her off Cape Rodney. The Westpac helicopter radioed a precise location back to the Police launch, the Deodar, which was standing by at its Auckland berth, with Turners & Growers' insurer's lawyer on board, as well as a High Court bailiff. As soon as the location came through, the Deodar left port. She came upon the "Cornelis Verolme" which was at that time steaming north towards the outer limits of New Zealand's territorial waters. The ship was directed to turn around and heave to, which she did. She was boarded by the court bailiff, who executed the warrant of arrest. The bailiff and the lawyer stayed on board the ship as she came back towards Auckland and anchored behind Rangitoto Island.

By all accounts the master of the ship was very pleased to be somewhere close to land. The ship was very low on food and water and its bunker supplies were also low. One of the first tasks which the High Court Registrar had to attend to, was arranging for food and water to be sent to the ship.

Much later on in the piece the master gave evidence before the High Court and he was asked about the 17 days that the ship had stood off the New Zealand coast. He said that there had been no engine failures or break downs - he was told by his principals in Belgium that he was to send a fax to Pacific Maritime saying that this was the problem, as an excuse for not coming in. He also said that at the time

of the arrest the "Cornelis Verolme" was steaming north with the intention of leaving New Zealand territorial waters. Again this was on instructions from Belgium. He was not sure where the ship was eventually supposed to go.

Something else which emerged late in the piece was that the issue of the arrest warrant was only an excuse for keeping the ship out of port. The real truth was that Ports of Auckland Limited was owed a substantial sum by ABC Containerline, and it had given ABC notice that the "Cornelis Verolme" would not be given a berth until the debt was cleared. ABC was simply unable to pay the debt at that stage but obviously did not want to say so.

The arrival of the "Cornelis Verolme" meant that at least cargo owners now knew where their cargo was. The next issue was what to do with it. This was complicated by the fact that ABC's problems had clearly got past the point of no return - the "Antwerpen" was arrested in Singapore, the "Brussel" was arrested in Halifax in Canada, and the "Ellen Hudig" was arrested shortly afterwards in Haifa, Israel. It was obvious that the cargo was not going to continue to destination and would have to be taken off the ship in Auckland. This was confirmed when, two days after the arrest of the "Cornelis Verolme", ABC was declared bankrupt in the Commercial Court in Antwerp, and trustees appointed to manage the company's affairs.

Ricegrowers from Australia were very concerned about their 245 containers; and they, together with a New Zealand importer with five containers on board the ship were the first cargo interests to push for discharge of their boxes. However, after talking to the Ports of Auckland, which had the vessel's stow

plan, it very quickly became clear that it was simply not going to be possible to take the containers belonging to those interests off the ship, without dealing with everyone else's cargo as well. The main reason for this was cost. The containerised cargo was of course stowed in order, according to its intended discharge port. To reach any individual container intended for say, Liverpool, might mean moving 50 or 60 other containers out of the way first. Ports of Auckland charges for container movements on a per lift basis, so this was going to be an incredibly expensive operation. Added to that was the fact that the "Cornelis Verolme" was not tied up alongside but was sitting behind Rangitoto Island. She was going to need tugs and a pilot to bring her in at a cost of around $33,000.00 a time and someone was going to have to pay for this.

In the end, two initial steps were taken. The first was to file an application with the court for the discharge of the cargo. The second was to call a meeting of all interested parties, to thrash out the logistics of how this was all going to work.

The meeting took place on a Friday afternoon in mid April. The plan was to bring the ship into port at midnight on that Friday night because that was when a working berth would be available, but to do that court orders would need to be made by 6.00pm on Friday night. The timing was critical, because of the port's need to call its labour for the midnight shift.

The meeting started at about two o'clock and there were about twenty two people present. There were three or four representatives of Ports of Auckland Limited, there were representatives of the various container leasing companies, some cargo interests and other creditors of ABC Containerline were there,

and of course there were a number of lawyers present. Considering the range of interests, there was an enormous degree of co-operation.

The meeting began with Ports of Auckland stating fairly firmly that because of limits on its stack space it could only handle the discharge of around 350 containers out of the approximately 1,200 containers on board. It seemed that even this was about four times larger then the normal container discharge handled by the port company, and it was simply the maximum number of containers which could be accommodated on the hard stand, especially given that there was no real way of knowing how long some of those containers might stay there. This led to the fairly easy decision to only remove from the ship the New Zealand import cargo. There were about the right number of those; and in any event the New Zealand discharge cargo was stacked for first discharge anyway and could be got at without costly restows.

The next issue was who was going to have to pay for this. New Zealand consignees had already, in most cases, prepaid port service charges but those charges had not been passed on to Ports of Auckland and the consignees would have to pay again, as well as meet a share of the cost of bringing the ship into port. The costs were worked on a per container basis.

The next question was how the containers were to be released from the wharf. Ports of Auckland did not want to be releasing containers to people without bills of lading and Sea Containers Limited which owned the majority of the containers on board the ship, wanted to know where its containers would be going after discharge. Eventually it worked out that anyone who still had freight to pay would have to

pay it into court rather than to Pacific Maritime. Cargo owners would then have to go to Pacific Maritime which at that stage was still trading, present their documents, and obtain a delivery order. This could then be given to Ports of Auckland Limited who would collect the discharge costs, and release the containers after clearance from Sea Containers.

Everyone was happy with that, so the next step was insurance. There was general agreement that the insurance position with the ship should be protected, because no-one knew whether the ship's own insurances were current, and the Registrar and Turners & Growers in particular were keen not to be responsible if there was a collision or other incident while in port.

The insurance was placed for US$11 million through GAK in Sydney. The Registrar was to be initially responsible for the premium, with the question of who would ultimately have to pay it being left open at that stage.

After all that was put together, a draft court order was prepared and the details phoned to Justice Morris who, with most other High Court judges, was at the Law Conference in Dunedin. The order was read to the judge over the telephone, the logic behind the different steps was explained to him, and he made the orders for us with ten minutes to spare.

The ship then came in late on Friday night and discharged cargo over the weekend before going back out to Rangitoto after the New Zealand import cargo had come off.

Monday morning brought it's own problems. Media publicity had been given to the discharge, so that cargo owners would know that their cargo was available for collection. That's when the phone started ringing. People wanted to know exactly what they had to do to secure the release of their cargo and it had to be explained to everyone who phoned. Then there were complaints about Sea Containers. Sea Containers had decided to charge bonds to people removing containers from the wharf - these were to be refundable but only on the return of containers to Auckland. Also the amounts were high - $5,000.00 for a dry container, $30,000.00 for a reefer and $45,000.00 for a tank container. The bonds had to be in cash or bank cheque, and many people simply couldn't come up with it. Ports of Auckland Limited was also complaining, because the need to provide the bonds was causing huge hold ups in the removal of the containers from the wharf.

Sea Containers wouldn't back down on their bonding requirements, so an application was filed to try and have them prevented from being charged. After some discussion in the court a compromise position was reached and an order was made in terms of the compromise - Sea Containers was allowed to charge bonds but only of $1,000.00 for a dry container, $1,500.00 for a reefer container and $5,000.00 for a tank container. The order also put a halt to another problem which had cropped up at the last minute - some of the overseas container leasing companies were refusing to allow containers off the wharf unless the cargo interests agreed to meet the cost of relocating them to Europe. The order said that the overseas companies would have to nominate return depots in New Zealand and could not charge costs for relocation outside New Zealand.

While this was going on, we were being inundated with phone calls and faxes from the owners of

cargoes which were never intended to be discharged in New Zealand in the first place, but which were clearly going to have to be taken off the ship here so that they could be transhipped with other carriers. The initial thought was that if the port company had some reasonable warning of when the ship was expected to come into port, that the rest of the containers would all come off in one go. However, nothing is ever that simple and it very quickly became obvious that this would not work.

To begin with, we became aware for the first time that the ship was carrying a bulk cargo of 3,000 tonnes of mineral sand in its number one hold, right up in the bow. The port company relayed a message from the master, who said that around 350 containers would have to stay on the ship, midships, to act as a counter balance for the weight of the sand. Otherwise, the ship would have a very serious stability problem and would be in real danger of breaking her back and sinking.

The next problem was one of cost. We negotiated with port company over its charges and eventually reached some agreement on what the discharge cost ought to be, but there needed to be a mechanism which would give Ports of Auckland an absolute guarantee of payment. The only way that this could be done was to have the money available in advance. This meant circulating costing details to all the cargo interests who had been in contact and asking them to remit the required amount into our trust account by telegraphic transfer.

This is the point at which it became a real administrative nightmare. We began receiving dozens of payments into our trust account but what we had asked people to do was to fax us evidence of their payment, together with details of the containers in which they were interested and proof of lodgment.

Huge numbers of people simply disregarded that instruction, so we ended up with lots of unidentified amounts appearing on our bank statements and not being able to identify for days in some cases, who the payments belonged to. Our agreement with the port was that we would provide a list of container numbers, where payment had been received for those containers, so it was absolutely critical to work out what money we had and what it related to.

Eventually it all came together and we were able to provide the port with a schedule on the Friday before Queen's Birthday weekend. The ship came in over Queen's Birthday weekend and took off around 600 containers, which was the maximum number that the master would allow to be discharged. Unfortunately, this was fewer then the number we had payment for, so the next exercise was explaining to those people whose containers had stayed on board, that it had simply been the luck of the draw. By agreement with the port company we had however managed to have taken off all the reefer containers and a number of others which were known to carry perishable or very time sensitive cargoes.

This all left 300 odd containers still on board and a number of those container owners were in contact with us almost daily, wanting to know when they could get their cargoes. At about this time, in desperation, we installed new software into our computers to allow faxed bulletins to be sent as broadcasts.

The problem which had to be resolved before carrying out the final discharge, was the bulk mineral sand. This had been loaded at Bunbury in Western Australia and was being shipped to the United States, where it was to be sued as a toughening agent in making armour plated glass. The sand,

properly called spodumene, had a number of characteristics which meant that disposing of it was not a simple process. The main problem was that the spodumene had to be kept in absolutely pristine condition for it to be any use in glass manufacture. It couldn't be allowed to get at all dirty, and could not be allowed to get wet. This meant that it if was to be discharged from the "Cornelis Verolme", it had to be done in dry conditions and stored in better than food grade storage facilities.

A second problem was that the sand was not a particularly high value cargo, being worth only around NZ$300,000.00. Because the Port of Auckland doesn't normally handle bulk cargoes of this type, the cost of taking off the ship looked like being higher then was really worthwhile, especially given that there would have to be the cost of storage and on-forwarding incurred as well.

Given all these factors, the owners of the sand in New York were extremely reluctant to have the sand taken off the ship, and said that they thought it was best left where it was on the off chance the ship might eventually continue its voyage. We frankly thought that this was pie in the sky, and in any event we needed the sand to come off the ship so that the rest of the containers could come off.

When the sand owners continued to resist moves to discharge the product, we appointed an Auckland surveyor to see what he could come up with. This was Neil Abbott at GAB Robins. What Neil came up with was not especially encouraging. It turned out that there was no alternative market in New Zealand for this product, except for one company which said that it could alter its manufacturing process to use it, but it would take five years to get through the quantity involved and really wasn't all that interested.

The cost of dumping the sand in a landfill was hugely expensive; and in any event we had some real concerns about whether it could be done given that the spodumene is a silica based product carrying the risk of silicosis.

We thought about dumpling the product at sea but decided that that would need a resource consent and also would be very expensive given that the "Cornelis Verolme" does not have it's own gear.

However, it was all still quite expensive, so Neil tried offering the sand through international commodities brokers. There was no luck here either.

Eventually we applied to the court for an order requiring the sand owners to declare their intentions towards the product within a specified time frame, failing which we would be able to deal with it as we thought fit. This application prompted the sand owners to say that they were making arrangements for the discharge and storage of the sand, but they thought that the entire cost should be borne by the owners of the containerised cargo, given it was they who wanted the cargo off the ship in the first place. This led to some further negotiations, which resulted in the owners of containerised cargo agreeing to pay a lump sum amount towards the discharge of the sand.

With this problem out the way, there were some concerns of the port company which needed to be resolved. The only economically sensible step to take was to discharge all the containers still on the ship, even if we had not received payment of discharge costs from the owners of those containers. We did not want to end up in a situation where half a dozen containers were left on board because of non

payment of funds, only to find that the owners later wanted these containers. The cost of trying to retrieve them, especially given the cost of the tugs and pilot, would have been absolutely prohibitive.

On the other hand, Ports of Auckland Limited was concerned that if a number of containers were discharged when payment had not been made (possibly indicating lack of interest in the contents) those containers might be abandoned and give the Port an extra headache in disposing of the contents. After some discussion it was agreed that all the containers should be taken off the ship, but that we would not ask the port company to proceed with the discharge until we were holding payment up front, from almost all interests. We agreed that a maximum of 10 containers could be left in limbo; and if those had not been collected and paid for within a month of discharge, the Registrar of the High Court would attend to sale of the contents. The proceeds of sale would go towards meeting the port company's discharge costs, with any shortfall being paid for by the other cargo interests.

Once this arrangement was in place it was possible to do the costings for the final part of the discharge and we once again went through the process of collecting funds from the overseas interests. We also had to go through the lengthy process of tracking down the owners of the containers for which we had no commitment, to reduce the number to below 10 in terms of the agreement with the port company. Eventually we got to the position where one container was to be abandoned, but when we found out what was in it, it made us rather review the plan about selling the contents. It turned out that the container was packed with used car batteries, which were being sent back to Sweden from Australia to be recycled. The contents were obviously hazardous and toxic and would not have had a market for sale in this country. Neither would it even have been possible to dump the contents in a landfill. It

therefore seemed that rather than selling the contents of this abandoned container to defray its discharge costs, it was going to end up costing money.

Under the circumstances, we approached Sea Containers, who owned the container itself, to see whether they wished to meet the discharge costs and the cost of forwarding the container to destination. Sea Containers declined, so we applied to the court for an order allowing that one container to remain on board. The order was granted, but the owner later took delivery.

At this stage we asked the port to start making arrangements to bring the ship in to begin the sand discharge. This is about the time that Auckland weather turned bad and of course, the sand needed to be discharged in the dry. It also needed to be discharged at a time when the ship could move from the sand berth, at the completion of that discharge, straight to the container berth. The two berths needed to be consecutively available, so it wasn't just a question of waiting for a fine day.

Four or five consecutive discharge dates had to be cancelled because of wet weather. Eventually however, the ship came into port and discharged the sand with the remaining containers coming off immediately afterwards.

Of course while this was all going on there were New Zealand interests with cargo on the "Antwerpen", the "Ellen Hudig" and the "Brussel" which were under arrest in Singapore, Israel and Canada respectively. Those ports were all facing the same problems as we had had, as it was essential for all the cargo to come off the ships and be transhipped onto other lines.

Auckland was the only port authority which did not insist on having production of original bills of lading. Ports of Auckland accepted that the bills of lading could be almost anywhere given that most of the cargo was for transhipment, and it also accepted that because people were going to have to spend money to retrieve their containers and forward them to destination, it would be unlikely for anyone to fraudulently try and appropriate a container which did not belong to them. So, while the discharges in Haifa and Singapore were substantially delayed through the need for bills of lading to be collected and sent to those ports, that didn't happen here.

All the ships have now been sold. The "Cornelis Verolme" left Auckland in April, and is now reportedly owned by Turkish interests. The spodumene has gone as well - shippied out on a Spliethoff vessel, destined for Vladivostock.

Pauline Barratt
Associate