

GLOSSARY **of** **MARINE INSURANCE** **and** **SHIPPING TERMS**



Organized December 17, 1885

Association of Marine Underwriters of San Francisco, Inc.

Second Edition, 2001

The Association of Marine Underwriters of San Francisco,
Inc.

It is the objective of the Association to promote professionalism in the ocean marine insurance industry, discuss topics of interest, and to conduct study classes on various aspects of marine insurance from time to time as deemed advisable. Such classes shall be available to the general public.

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GLOSSARY OF MARINE INSURANCE AND SHIPPING TERMS



Organized December 17, 1885

This is a glossary of shipping terms and marine terminology as it pertains to Marine Insurance. The information has been gathered from many sources believed to be reliable, but the Association assumes no responsibility for the accuracy of the information.

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for the 21st Century

Dedication

"WE STAND ON THE SHOULDERS OF GIANTS WHO HAVE GONE BEFORE"

This glossary is the result of the combined efforts of many who have gone before us, and we thank them for sharing their time, energy, experience and knowledge over the years and making this glossary possible.

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THE STREET AND THE SEA

By
JAMES A. QUINBY

There are dwellers in houses of steel and stone
Who list to the voice of the street.
There are seekers of ocean trails dim and lone,
Where the far horizons meet.
They are sundered apart, these two, by the space
That lies from star to star ---
The toiler who walks in the market-place
And the spirit who roves afar.

I have prayed to the God of the canyon'd lane
And the God of the off-shore breeze,
For I yearn in the fullness of time to gain
A little from each of these,
An echoing thrill from the cruising fleet ---
A boon that my place shall be,
Where the smell of the sea comes up to the street
And the street goes down to the sea.

JAMES QUINBY was employed as an average adjuster after his graduation from Stanford Law school in 1921 and in 1926 associated with the law firm Derby, Single and Sharp which had relocated in San Francisco from the Hawaiian Islands in 1905. He was soon writing a regular column for a magazine called Pacific Marine Review and eventually took to incorporating bits of verse into his column.

Over time, there were quite a few of these poems and a group of his associates took it upon themselves to underwrite the cost of publishing them as a group which became known by the lead poem "The Street and the Sea." The Law firm later became known as Derby, Cook, Quinby and Tweedt and he practiced law until his retirement in 1976. Mr. Quinby was known for his integrity, wit and intellect. He passed away in 1989 at the age of 95.

The collection of some 48 nautical verses is now in its 4th printing.

PERILS OF THE SEA

By
JAMES A. QUINBY

The first time I signed as mate, the Old Man says to me,
"Don't forget that cargo damage comes from Perils of the Sea."
And so through all my years of sailin' ships in sun and fog,
I know the proper answers when I'm writin' up my log.
Did some rivets get corroded in Starboard Number Four?
Did we stow our reefer cargo on the fire-room floor?
Don't worry, Lad. The log will show the working of my plan.
I can multiply the Beaufort Scale as well as any man.
So if your cargo suffers little mishaps such as these –
If we stow your tea and coffee in with Gorgonzola cheese
And the slight resultant odor causes claims from consignees,
I rouse the vasty deep and magnify the vagrant breeze.
Such damage, Lad, is always due to Perils of the Seas.

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AMERICAN BUREAU OF SHIPPING

- "Sea Language Washes Ashore" pages 121 -127
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Mrs. James A. Quinby

Poems of James A. Quinby:

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ABAFT

"Aft of." See "Aft."

ABANDON / ABANDONMENT

To relinquish or tender all rights of ownership of hull or cargo to insurers as the preliminary step to recovering an insurance claim for an actual or constructive total loss.

ABOARD or ONBOARD

Persons or cargo on a vessel or other conveyance.

A B S - See "American Bureau of Shipping."

ACCIDENT

An unforeseen occurrence or happening; a fortuitous event.

ACT OF GOD

A natural event such as flood, storm, lightning, or earthquake not caused by nor preventable by any human agency, and for which no transporter can be held accountable.

ACTUAL CASH VALUE

Fair market value of property; as opposed to replacement cost or replacement cost less depreciation.

ACTUAL TOTAL LOSS - See "Total Loss."

ADMIRALTY COURT

A court having legal jurisdiction over maritime matters; in the United States, the Federal District Courts and the U.S. Supreme Court, not the State Courts.

ADMIRALTY LAW

The branch of law dealing with maritime matters.

ADR - See "Alternative Dispute Resolution."

AD VALOREM

"According to value" or "agreed value"; e.g. an ad valorem freight rate is based on the cargo's value, not its weight or volume.

ADVENTURE

The commercial enterprise involving uncertainties, risks, and hazards, in which a vessel and cargo are subjected to the peril of a loss, delay or damage at sea. Merchandise is shipped by the seller on speculation to arrive safely at a foreign port to be sold for a profit. The vessel carries the merchandise in order to earn freight. The vessel and cargo together make up the "common venture." In clipper ship days, the captain participated in the profits of the venture to give him the incentive to make profitable voyages for the owners. Fishing vessel owners still give their crew "shares" of the venture's profits.

ADVICE OF SHIPMENT

A notice sent to a buyer advising that the shipment has gone forward, the name of vessel, routing, and anticipated arrival date, etc.

AFFREIGHTMENT - See "Contract of Affreightment."

AFT / AFTER

Towards or near the stern of a vessel.

AGENT

A person authorized to transact business for or on behalf of another person or company; e.g. a "ship's agent" would book cargo for the pending voyages of a shipping line and make other arrangements for the vessel and/or its owners such as supplies and repairs.

AGREED VALUATION

The value of cargo or a vessel agreed between the owner and the insurance company at time of inception of an insurance policy .

A. I. D. (Agency for International Development)

A U.S. government agency.

AIR WAYBILL

The contract of carriage between a shipper and an air carrier; serves a similar purpose as the Bill of Lading on a vessel, but it is not a negotiable document like an ocean Bill of Lading.

ALAE - See "Allocated Loss Adjusting Expense."

ALE (Allocated Loss Expense) - See "Allocated Loss Adjusting Expense."

ALLISION

The striking of a moving vessel with a stationary vessel or other stationary object. See also "Collision."

ALLOCATED LOSS ADJUSTING EXPENSE (ALAE)

Costs paid by an insurance company to adjust a particular claim; e.g. a survey fee on a cargo water damage claim.

ALL RISKS

The broadest form of insurance coverage available, providing protection against all perils of physical loss or damage from an external cause. Loss must be fortuitous, i.e. accidental, to be covered. All risks does not cover inevitable loss, wear and tear, delay, inherent vice, pre-shipment condition, inadequate packaging, or loss of market.

ALONGSIDE

An area next to the side of a vessel. Cargo delivered "alongside" is placed on the dock or barge within reach of the transport ship's tackle so it can be loaded.

ALTERNATIVE DISPUTE RESOLUTION (ADR)

Optional ways of settling disputes between parties other than by a formal trial. The most common forms of ADR are:

- **NEGOTIATION**

The process in which disputing parties and their attorneys discuss and compromise their differences.

- **SETTLEMENT CONFERENCE**

Any meeting of disputing parties and their attorneys in which they discuss possible settlement of the issues. It may be Voluntary if agreed by the parties (see "Mediation" below), or Mandatory if ordered by the court. Many courts mandate a pre-trial settlement conference in which a judge presides but does not make a final decision on the issues.

- **MEDIATION**

An informal process in which the disputing parties choose one neutral mediator to conduct a meeting and help them resolve their disputes by discussing, negotiating, and reaching a settlement acceptable to all of them. Mediation can be either Voluntary if agreed by the parties, or Mandatory if ordered by the court. The mediator does not make a final decision on the issues.

- **ARBITRATION**

A formal procedure in which the disputing parties choose one or three neutral arbitrators to conduct a hearing, listen to the positions of the parties, evaluate evidence and testimony, and then make a decision on the issues. Arbitration can be either Binding or Non-Binding on the parties, as they agree beforehand.

- **EARLY NEUTRAL EVALUATION**

An informal procedure that compels the disputing parties to evaluate the strengths and weaknesses of their positions early in a dispute. The early neutral evaluator is an attorney with expertise in the issues involved, who critiques and responds candidly to the merits of the positions of the parties, and makes specific recommendations about the terms of the settlement agreement, thereby providing a "reality check" for all parties. The neutral evaluator does not make a final decision on the issues.

- **MINI-TRIAL**

A flexible procedure in which the disputing parties agree to the format of an abbreviated trial. The rules of evidence are relaxed and witnesses are not usually called. A neutral advisor monitors the proceedings in which the parties present their cases to a judge, magistrate, or jury who then give an advisory opinion on the probable outcome of the case. Mini-trials provide a realistic preview of how the parties might fair at trial. The judge, magistrate, or jury does not make a final decision on the issues.

AMBIT

The geographic scope of a voyage, including time extensions, covered by cargo insurance; e.g. Warehouse to Warehouse Clause, South American Clause, and the Marine Extension Clauses.

AMERICAN BUREAU OF SHIPPING (ABS)

Inspection service in the United States that inspects and surveys vessels and grants their "class" if the vessel meets the standards of construction, material, workmanship, and maintenance; and certifies the vessel as "seaworthy." ABS publishes the RECORD, which is an alphabetical register of vessels describing the date built, dimensions, engines, type of construction, and other pertinent data.

AMIDSHIPS

In the vicinity of the middle portion of a vessel; between bow and stern.

APPARENT GOOD ORDER

Cargo that is received and appears to be free of damage so far as can be determined without opening the package or container.

APPROVED MERCHANDISE

Under an Open Cargo Policy, goods that are approved by the insurance company for coverage under the specified insuring conditions and rates of the policy. Other goods can be "held covered," but subject to terms and conditions to be determined.

APPROVED PACKING

Packaging that meets the packaging industry standards of sufficient design and construction to protect the cargo from the normal hazards expected to be encountered during the intended voyage, including normal domestic handling and storage from point of origin to final destination.

APPROVED VESSEL

In the American market, a cargo-carrying vessel over 1,000 net registered tons and under 20 years of age that insurance companies accept to carry the insured cargo without additional premium. Shipments aboard other vessels are accepted and may be subject to additional premiums, called "penalties," which results in these vessels being called "penalty vessels." The London market uses a different standard.

ARBITRATION -See "Alternative Dispute Resolution."

ARRANGED TOTAL LOSS - See "Total Loss."

ARREST

A legal action in Admiralty to seize a vessel, cargo, container or other maritime property as security for a claim or to enforce a maritime lien. The claim may be brought "in rem" against the arrested property itself and not necessarily against the property's owner (which may be unknown). See "Attachment" and "In Rem."

ARRIVAL NOTICE

A notification of the vessel's arrival by the transporter to the consignee, or the "Notify

Party," or the "Also Notify Party" as listed on the Bill of Lading.

AS IS WHERE IS

Description of the terms under which property is sold, meaning that it is to be sold at its present location and in its present condition without warranty as to quality or quantity. See "Salvage Value."

ASSAILING THIEVES

Persons committing robbery by force; e.g. at gunpoint. The term does not include theft by any of the vessel's crew or passengers, clandestine theft, or pilferage by stealth; one of the perils enumerated in the "Perils" clause of a Marine Insurance Policy. See also "Barratry."

ASSIGNMENT

The transfer of rights, title, and interest from one party to another by contract or by endorsing a check, bill of lading, or policy of insurance over to another party. An Assignee acquires no greater rights than were held by the Assignor.

ASTERN

1. At or towards the rear of the vessel.
2. Behind a vessel.
3. To move in a reverse direction.

ATHWART / ATHWARTSHIPS - See "Transverse."

ATTACHMENT

A seizure of property to secure an eventual judgment against the owner. Unlike arrest, the property is not the named party in the case and the defendant must own the property for it to be subject to attachment. See "Arrest" and "In Rem."

AVERAGE

Any loss or damage to a vessel or cargo that is due to an insured peril and is less than a total loss. See "Particular Average," "General Average," and "Average Clauses."

AVERAGE ADJUSTER

A marine claims specialist who prepares statements of Particular or General Average, etc. concerning claims for losses, expenses and contributions. The person is usually appointed by the vessel owner and is usually a member of the Association of Average Adjusters.

AVERAGE AGREEMENT - See "General Average Agreement."

AVERAGE BOND - See "General Average Agreement."

AVERAGE CLAUSES (Particular Average Clauses)

The perils listed in the insurance policy establish the basic perils that are covered by a

named peril policy, and a total loss due to any one of these perils is covered in full. The various Average Clauses determine when PARTIAL LOSSES due to a named peril in the policy are covered.

The Average Clauses fall into two categories: **FPA** (Free of Particular Average) and **WA** (With Average):

- **FPA - AC** (Free of Particular Average - American Conditions) – Limits recovery of partial losses to those directly CAUSED BY the vessel stranding, sinking, burning, or being in collision with another vessel.
- **FPA - EC** (Free of Particular Average - English Conditions) – Limits recovery of partial losses due to a named peril in the policy occurring on a voyage in which the vessel is stranded, sunk, burnt, or in collision with another vessel. Under F P A - E C, it is NOT NECESSARY that the actual damage be CAUSED BY the vessel stranding, sinking, burning, or being in collision, but only that one of these HAS OCCURRED sometime during the voyage to open up the F P A Warranty. Today these conditions are usually worded so that damages caused by collision are covered, but so that a collision does not open the FPA warranty.
- **WA if amounting to 3%** (With Average with a Franchise equal to 3% of the insured value) – Limits recovery of partial losses due to a named peril in the policy to those reaching a Franchise (3% is usual for many commodities, but the Franchise can be any percentage of the insured value, or any amount agreed upon by the insurance company and the Assured). See "Franchise." The Clause can be written in a variety of ways, including:
 - With Average, if amounting to 3%.
 - With Particular Average, if amounting to 3%.
 - Particular Average Payable, if amounting to 3%.
 - Average Payable, if amounting to 3%.
 - To pay Particular Average, if amounting to 3%.
 - Subject to Particular Average, if amounting to 3%.
- **WA IRRESPECTIVE OF PERCENTAGE** (With Average, No Franchise) - Allows full recovery of all partial losses due to a named peril in the policy. This clause can also be written in a variety of ways, as above, with the words "if amounting to 3%" replaced by "irrespective of percentage," or deleted entirely.

BALLAST

Heavy material (usually water or rocks) placed in a vessel's hold to maintain proper stability, trim, or draft. A vessel "in ballast" is carrying no commercial cargo and therefore is not earning any freight or revenue for the voyage.

BANK

A ridge or shallow place in the water, e.g. Grand Banks off the coast of Newfoundland.

BANK DRAFT (Bill Of Exchange)

An order by a purchaser directing the bank to make a payment from the purchaser's account, usually through an intermediary bank. Typical bank drafts are negotiable

instruments and are similar in many ways to checks drawn on checking accounts in a bank. A Sight Draft is payable upon demand, i.e. "upon sighting." See "Commercial Set."

BAR

A ridge of sand or gravel silted up across the mouth of a river, estuary, or harbor forming a shoal that may hinder navigation.

BAREBOAT CHARTER

A type of charter of a vessel. See "Charter Party."

BARRATRY

Fraudulent, criminal, or wrongful act willfully committed by vessel's captain or crew which causes loss or damage to the vessel or cargo.

BEAM

The width of a vessel at its broadest point.

BEAUFORT SCALE

A scale of common observations to describe wind and sea conditions ranging from "0" for sea calm, to force "12" for hurricane force winds (devised by British Admiral Sir Francis Beaufort in 1806). See "Weather Warnings" Appendix D.

BELOW (DECK)

Under the main or weather deck of the vessel.

BENEFIT OF INSURANCE CLAUSE

A clause in the contract of carriage by which the bailee of goods claims the benefit of any insurance policy effected by the cargo owner on the goods in the care of the bailee. If the contract of carriage is subject to the U.S. Carriage of Goods by Sea Act, the clause is void.

BERTH

1. Mooring place for a vessel. A location for a vessel at a pier or dock.
2. The place where a crew member or passenger sleeps on a vessel.

BILGE

The lowest part inside a vessel's hull where water, oil, and heavier than air gasses settle and collect.

BILL OF EXCHANGE - See "Bank Draft" and "Commercial Set."

BILL OF LADING (B/L, Blading, and Lading)

A document issued by the carrier (or its agent) establishing the terms of carriage and acknowledging receipt of cargo. The B/L describes the kind and quantity of cargo being shipped; the name of the shipper, consignee, ports of loading and discharge, carrying vessel, and other shipping information.

The Bill of Lading serves as:

1. The carrier's receipt given to the shipper in exchange for cargo.
2. The document of title in the hands of a lawful possessor; this is not true of a non-negotiable B/L.
3. The contract of carriage between the shipper and the carrier.
4. Evidence of the apparent condition of the cargo when received by the carrier. If the cargo shows damage, the Master will note exceptions on the B/L, e.g. "all coils rusted" or "13 bags broken and leaking." See "Commercial Set."

Some examples of bills of lading are:

- **CLEAN B/L:** a B/L without notation of damage exceptions to the cargo or the packing. A clean B/L is prima facie evidence of the apparent good order and condition of the cargo when received by and accepted for carriage by the carrier.
- **HOUSE B/L:** a B/L issued by a freight forwarder or consolidator (acting as an NVOCC) to the shipper, when the actual transporter of the cargo issues its "Master B/L" to the NVOCC.
- **INTERMODAL B/L:** a through B/L covering cargo moving via two or more different modes of transportation; truck, train, airplane, or vessel. Also known as a Multimodal B/L or Combined Transport B/L.
- **MASTER B/L:** a B/L issued by the actual transporter of the cargo showing the shipper to be a freight forwarder or consolidator (acting as an NVOCC), when the NVOCC issues its House B/L to the shipper.
- **THROUGH B/L:** a B/L covering the entire transit of cargo from its point of origin to its final destination and applying to all of the connecting carriers even though they are not parties to the contract.

B/L or BLADING - See "Bill of Lading."

BLOCK

A device with a roller through which chain or rope is passed as a turning point to facilitate moving or pulling a load; a pulley. See "Tackle."

BLOCKING AND BRACING

Materials (usually lumber) used to secure, immobilize and protect cargo by preventing

its free movement or shifting during transit. See "Cargo Packing" Appendix A.

BLUE WATER

A term used to distinguish ocean-going vessels from vessels used on inland or coastal waters (referred to as "Brown Water"). Blue water vessels are generally larger and more strongly built to endure the open ocean without the benefit of shelter, unlike brown water vessels that can seek a safe harbor when a storm is forecast.

BOARD

To gain access to a vessel by going "onboard" or "aboard."

BOARD FOOT

The basic unit of measure for lumber. One board foot equals a board one inch thick, one foot long, and one foot wide. Thus a two inch thick board ten feet long and one foot wide contains twenty board feet.

BOATSWAIN (pronounced "Boh' sun")

The crewman in charge of the deck crew and equipment.

BOLLARD

A steel post or posts anchored to the pier to which ship's mooring lines are secured. Double bollards are sometimes angled away from each other.

BONDED CARGO

Cargo moving under a bond to U.S. Customs or Internal Revenue Service warehouse, to be delivered or released only under stated conditions.

BONDED WAREHOUSE

A warehouse authorized by Customs authorities for more secure storage of goods on which payment of duties is deferred until the goods are removed.

BOOKING

Arrangements with a carrier for the acceptance and carriage of cargo; i.e., a space reservation.

BOOM

1. A heavy spar, usually attached to a mast, used for lifting cargo and equipment.
2. A long spar extending the length of a sail on a sailboat.

BORDEREAU

1. A multiple entry insurance declaration form.
2. A multiple entry list of insurance claims.
3. Any list of documents or other items.

BOTH-TO- BLAME COLLISION CLAUSE

When two vessels collide, they become liable to each other proportionately for the total damage. The vessel with the lesser damage may impose upon the cargo being carried to contribute to the amount to be paid to the other vessel. The "Both to Blame Collision Clause" in the cargo policy provides that in such event, the cargo policy will cover such contribution. See "Collision Clause" and "Cross Liabilities."

BOTTOMRY BOND

An ancient form of ship's mortgage (now obsolete). Before the days of modern communications and banking, when ships were in foreign ports and in need of supplies or repairs, the captain could pledge the vessel (in rem) as security for a loan. Loans taken out against the cargo were called "respondentia."

BOW

The front or forward part of a vessel, opposite the stern.

BOW THRUSTER

A propeller mounted transversely in the forefoot (and sometimes the stern) of a vessel to push the vessel sideways. It can be used during docking maneuvers instead of a tug.

BRACKISH

An intermingling of sea (salt) water and fresh water.

BREAK BULK

1. Non-containerized cargo such as cartons, pallets, boxes, barrels as well as pipe, lumber, or steel stowed directly in the vessel's hold as opposed to containerized or bulk cargo. See "Containerization" and "Bulk Shipments."
2. To unload and distribute a portion or all of the contents of a rail car, container, or trailer.

BRIDGE

Part of the vessel enclosing the steering, propulsion and other controls, and navigation instruments from which the officers control the vessel.

BRINE

Water that is heavily saturated with salt, e.g. seawater.

BROKEN STOWAGE

The loss of space in the hold of a vessel caused by irregularity in the shape of packages. Any void or empty space in a container not occupied by cargo, as opposed to solid stow.

BROWN WATER

A term used to describe vessels, e.g. tugs and barges, working on inland rivers or coastal waters, as opposed to vessels on the ocean. See "Blue Water."

BULK CARGO - See "Bulk Shipments."

BULKHEAD

1. Vertical partitions (usually running athwartships) separating compartments in a vessel, railcar, aircraft, or truck (corresponding to walls in a building).
2. A retaining wall running along the shore at the head of a pier to resist erosion of the beach and provide deep water all along the pier with an apron to provide access to the pier from the road or parking lot.

BULK SHIPMENTS

Shipments which are not packaged, but are loaded directly into the vessel's holds. Examples of commodities that can be shipped in bulk are ores, coal, scrap iron, grain, vegetable oil, tallow, fuel oil, fertilizers, and similar commodities.

BULWARK

An extension of a vessel's side above the main deck approximately waist-high. See also "Gunwale."

BUMBERSHOOT

A marine insurance policy covering multiple liability coverages in excess of one or more different underlying policies (comparable to the Commercial Liability Umbrella covering liabilities on land). "Bumbershoot" is the English word for "Umbrella," i.e. "all encompassing."

BUNKERS

Fuel to be used by the vessel's engines for power during the voyage; but not fuel loaded on board the vessel as cargo.

BUOY

A floating marker or navigational device that is anchored in one spot. Different colors and shapes designate channels or mark hazards or obstructions.

BUOYANCY

The resulting upward force exerted by a liquid on a floating object equal to the weight of water displaced; the ability of a vessel to float. See "Vessel Stability."

BURDENED VESSEL - See "Give-way Vessel."

BURNT

A vessel is considered "burnt" if there is some damage by fire to some structural part of the vessel. See "Fire."

CABOTAGE

1. Coastal trade and navigation between ports within the same country.
2. Air transportation within the same country.

CAMEL

A large float (often a small barge or cluster of logs) placed between a large ship and a pier or between two ships to prevent rubbing or chafing. See "Fender."

CAPSTAN

A rotating cylinder used for hauling in rope or line or for lifting heavy loads.
See "Winch."

CAPTAIN'S PROTEST - See "Master's Protest."

CARGO

Goods, merchandise, or commodities of every description which may be carried aboard a vessel or other conveyance, in consideration of the freight charged. It does not include provisions, stores, or fuel (bunkers) for use on board the vessel.

CARGO MANIFEST - See "Manifest."

CARGO N O S

Cargo "Not Otherwise Specified" in a tariff.

CARGO TONNAGE - See "Tonnage."

CARNET

An international customs document, acting as a passport for merchandise that allows goods to temporarily enter certain foreign countries and return to the United States without paying duty or posting customs bonds in either country; e.g. goods for trade shows, display, or demonstration.

CARRIAGE OF GOODS BY SEA ACT (COGSA) - See "Carrier's Liability Acts (Ocean)."

CARRIER

1. A transporter of cargo or passengers; a steamship company, trucker, airline or railroad. Carriers may be either a "common carrier" (operating under a public tariff for established routes, stops, and terms of carriage for various commodities) or a "contract carrier" for individually negotiated contracts.
2. An insurance company is sometimes referred to as a "carrier."

CARRIER'S LIABILITY ACTS (OCEAN)

***FIRE STATUTE* -1851**

U.S. statute that provides no vessel owner or bareboat charterer can be held liable for any loss or damage to cargo on board the vessel by reason of fire on board, unless the fire has been caused by the design or neglect of the shipowner or bareboat charterer.

***LIMITATION OF LIABILITY* -1851**

The U.S. Limitation Act, a companion to the Fire Statute, allows a shipowner or bareboat charterer of a vessel to limit its liability for any loss, damage or personal injury caused by the vessel to the value of the vessel as long as the loss or damage occurred without the privity or knowledge of the owner or bareboat charterer. Liability can be limited to the value of the vessel at the end of the voyage and the pending freight. In the case of loss of life or personal injury caused by a seagoing vessel, the minimum limitation value of the vessel is \$60 per gross ton.

***HARTER ACT* - 1893**

U.S. statute that voids clauses in ocean bills of lading which attempt to relieve the vessel owner of liability for loss or damage to cargo arising from negligence in loading, stowage, care and proper delivery or clauses that attempt to avoid or lessen the vessel owner's obligations to exercise due diligence to provide a seaworthy vessel and crew for the carriage and delivery of cargo. It relieves a vessel owner of liability for errors in navigation or management of the vessel if the owner exercises due diligence to make the vessel in all respects seaworthy. The Harter Act still applies to carriage of goods not subject to COGSA, including the period before loading and after discharge. It applies to carriage between U.S. ports (e.g. U.S. mainland to / from Hawaii and/or Alaska) unless the bill of lading expressly makes COGSA applicable to such shipments.

***HAGUE RULES* - 1922**

International rules based essentially on the U.S. Harter Act for the regulation of bills of lading in the carriage of goods by sea. The rules were recommended to the governments of all the maritime nations for adoption as the basis for their various carriage of goods by sea acts. The U.S. adopted the Hague Rules with some minor changes in 1936 as the "U.S. Carriage of Goods by Sea Act" (C O G S A).

***CARRIAGE OF GOODS BY SEA ACT* - 1936 (COGSA)**

U.S. statute adopting the Hague Rules. It applies to bills of lading covering ocean carriage of goods between U.S. ports and foreign ports and sets forth the responsibilities, defenses, and immunities of carriers and vessel owners for loss of or damage to cargo. It provides for a minimum carrier / ship liability of \$500 per package (or customary freight unit if applicable) and for a one year time limit from the date of delivery for filing suit against the carrier and ship.

continued on the next page

CARRIER'S LIABILITY ACTS (OCEAN) - continued

***HAGUE - VISBY RULES* - 1968**

Amendment to the 1922 Hague Rules brought about by a development in transportation that could not have been foreseen in 1922 - containerization. The Visby amendment provides that when a container, pallet or similar article of transport is used to consolidate cargo, the number of packages or units enumerated in the Bill of Lading shall be deemed to be the number of packages or units shipped. It also increased the carrier's package liability limit from 100 pounds sterling to 10,000 French Francs (or equivalent).

***HAMBURG RULES* - 1978**

Proposal by the United Nations Conference on Trade and Development (in Hamburg) to amend the Hague Rules in their entirety. The proposal would make the carrier liable for all damage resulting to cargo regardless of cause and without limitation while the goods were in the care & custody of the carrier. The Hamburg Rules would come into effect among signatory countries when approved by 20 of those countries. Traditional shipowning countries such as England and the U.S. are opposed to the Rules.

POMERENE ACT - Also known as the U.S. Federal Bill of Lading Act of 1916, it establishes the requirements for the issuance of ocean bills of lading in the U.S.

CAULKING

Material used to plug seams between planks of a wooden vessel to prevent water from entering.

CAUSA PROXIMA - See "Proximate Cause."

CEILING

1. In meteorology, the height at which the cloud base covers all or part of the sky.
2. The inside lining or planking of a ship's hull extending up the side of the ship to the first deck. This ceiling is therefore on the sides of the ship and what would normally be called a "ceiling" in a house is termed the "overhead" on a ship.

CELLS (Container Ships)

The system of vertical steel tracks in container vessels running from the main deck to the bottom of the hold that permits containers to be stowed in a vertical line and held in position. Containers are then stacked one atop another. Also called "cell guides," much like an elevator shaft in a building.

CENTER OF BUOYANCY - See "Vessel Stability."

CENTER OF GRAVITY - See "Vessel Stability."

CERCLA - See "Pollution Liability."

CERTIFICATE OF INSPECTION

1. A document certifying that merchandise (such as perishable cargo) was in good condition immediately prior to its shipment.
2. The document issued by the U.S. Coast Guard certifying an American flag vessel's compliance with applicable laws and regulations.

CERTIFICATE OF INSURANCE

1. In Marine Insurance, a document issued on behalf of an insurance company covering a specific shipment. It states the terms and conditions of the cargo insurance and is subject to the terms and conditions of the underlying open cargo policy. It is not a "stand-alone" policy. It is used when evidence of insurance is required, especially by a bank issuing a letter of credit. See "Special Cargo Policy" and "Commercial Set."
2. In general insurance, a document usually issued by an agent or broker as evidence of insurance coverage stating the type, effective dates and limits of coverage. It does not stand in place of the policy and no changes to the policy can be effected by it.

CERTIFICATE OF ORIGIN

A certified document used in international commerce to show the country of origin of the goods.

C & F (Cost and Freight) - See "Cargo Terms of Sale" Appendix F

CFS (Container Freight Station) - See "Container Handling Facilities."

CFS - CFS

A notation on bills of lading indicating that cargo was consolidated at one container freight station, transported to another container freight station, and then deconsolidated at that CFS.

CHARTERER

A person or company that rents, hires, or leases a vessel from its owner.

CHARTERER'S LEGAL LIABILITY

Responsibility of the charterer to the vessel owner, and sometimes to the cargo owner or a third party for damages to vessel, cargo, or other persons or property.

CHARTER PARTY

A written contract between the owner of a vessel and the party desiring to employ the vessel (charterer); sets forth the terms of the arrangement such as duration of agreement, freight rate, and ports involved in the trip.

MAJOR TYPES OF CHARTER PARTIES:

- **TIME CHARTER** - A contract to rent a fully-equipped vessel including crew for a certain period of time.
- **VOYAGE CHARTER** - A contract to rent a fully-equipped vessel including crew for a specific voyage between 2 or more designated ports.
- **SPACE CHARTER** - A contract for only a portion of the vessel, e.g. one hold, or space on deck. Space charters are used to have a vessel call at an out of the way or an unscheduled port.
- **BAREBOAT CHARTER** - A contract to rent a vessel without equipment, crew, fuel, or stores.

CHASSIS

A trailer frame with wheels for carrying a cargo container on the highway. See page 99.

CHOCK

1. A block or wedge placed around wheels or barrels to prevent them from rolling or moving.
2. A fitting on the deck of a vessel through which dock or anchor lines are led and held in place.

CIF (Cost, Insurance and Freight) - See "Cargo Terms of Sale" Appendix F.

CLASSIFICATION SOCIETIES

Organizations which survey and classify ships according to their condition for insurance and other purposes; e.g. Lloyd's Register of Shipping (England), American Bureau of Shipping (ABS - United States), Bureau Veritas (Norway).

CLEAN BILL OF LADING - See "Bill of Lading."

CLEARANCE LIMITS

The height beyond which vehicles and cargo cannot clear bridges, tunnels, etc.

CLEAT

A fitting on a vessel's deck or a pier for securing lines. Also, the act of securing a line to a cleat.

CLIP-ON

Detachable refrigeration equipment used with an insulated container that does not have its own built-in refrigeration unit.

COASTWISE

Water transportation along the coast; also known as "Brown Water." See "Cabotage."

COFR (Certificate Of Financial Responsibility)**COGSA** (Carriage Of Goods by Sea Act) - See "Carrier's Liability Acts (Ocean)."**COINSURERS**

Two or more insurance companies sharing a single risk under a subscription policy. The total participation of all coinsurers adds up to 100% of the risk, and each coinsurer has a separate contract with the Assured. Each company is a direct insurer and not a "reinsurer." See "Subscription Policy" and "Reinsurance."

COLLISION

In Marine Insurance, a vessel striking another vessel or floating, not stationary, object.

COLLISION CLAUSE

A clause in a hull insurance policy insuring the shipowner's legal liability for collision damage to another vessel, its freight, or cargo; a.k.a. the "Running Down Clause." See "Both to Blame Collision Clause."

COLREGS (Collision Regulations)

International Regulations for Preventing Collision at Sea, 1972 (also known as the "International Rules of the Road" and "navigation rules") is a treaty between participating maritime nations that governs the conduct of ships approaching other vessels so as to avoid the risk of collision. It applies in all international waters and to local waters of countries that do not have their own local rules. The United States has local rules for Inland Waters, and for the Great Lakes and the Western Rivers, and all other waters within the coastal headlands -- such as San Francisco Bay and Puget Sound.

COMMERCIAL INVOICE - See "Invoice" and "Commercial Set."**COMMERCIAL SET** (of Documents) - See individual words:

Set of four "negotiable" documents that represents and takes the place of the goods themselves in the financing of the cargo sales transaction, comprised of:

1. Commercial Sales Invoice.
2. Bill of Lading.
3. Certificate of Insurance.
4. Bank Draft.

COMMODITY

Any physical thing having utility and trade value.

COMMON CARRIER

A company (vessel owner, railroad, airline or trucker) providing transportation services to the general public for the carriage of goods over a fixed route on a regular schedule with prices and terms of carriage published in a tariff. See "Contract Carrier."

COMMON CHARGES

When adjusting hull claims, an expense that would have to be incurred twice if vessel were hauled separately for regular vessel maintenance and for damage repair, but is incurred only once if maintenance and repairs are done at the same time; e.g. the haul out charge and drawing the vessel's tailshaft. These common charges are shared equally by vessel owner and the insurance company in adjusting the hull claim.

COMPARATIVE FAULT / NEGLIGENCE

A legal principle where damages are measured and apportioned in terms of percentage of fault to the responsible parties. The principle is most often seen in collision cases. See "Proportionate Fault."

COMPROMISED TOTAL LOSS - See "Total Loss."**CONCEALED DAMAGE**

Damage to the contents of a package which is externally in apparent in good condition.

CONDEMNATION

In a War Risk insurance policy, property which has been captured by the enemy is not considered an absolute total loss until it has been condemned by a competent court of the enemy or one of its allies. Prior to condemnation there is always the remote chance that the property will be released. Prior to condemnation such seized property is a Constructive Total Loss; after condemnation, the property is an Absolute Total Loss.

CONFERENCE

An association of vessel owners operating in the same trade route who operate under collective conditions and agree on tariff rates and terms.

CONNECTING CARRIER

A transportation company that carries cargo or passengers to a destination to which the first carrier does not go. The liability for delivery still rests with the first carrier who issues a "through Bill of Lading" and the connecting carrier operates as a sub-contractor to the primary carrier.

CONNECTING CONVEYANCE

The inland or ocean transport vehicle that carries cargo before and/or after the main ocean or air transit.

CONSIGNEE

The party (usually the buyer) named in a bill of lading or air waybill who is entitled to

receive cargo that is shipped by the consignor and delivered by the transporter.

CONSIGNMENT

1. A shipment of goods from a shipper to a consignee.
2. Goods of others held for sale without taking title.

CONSIGNOR

The party who ships goods, the shipper; usually the seller.

CONSOLIDATION

Combining shipments of two or more shippers or suppliers for one or more consignees into one container.

CONSOLIDATION CLAUSE / ENDORSEMENT

A clause or endorsement in an open cargo policy providing coverage at an agreed premium on goods while in transit to, and while at, a common consolidation point for the purpose of preparing or consolidating the goods for export.

CONSTRUCTIVE TOTAL LOSS - See "Total Loss."

CONSULAR DOCUMENTS

A formal statement certified by a consular official describing goods, and the value, quantity, nature, and origin of the cargo shipped.

CONSUMPTION ENTRY

The process of declaring the importation of foreign-made goods into the United States for use in the United States.

CONTAINER

A rectangular metal box used to transport cargo between two or more modes of transit; i.e. truck, train, vessel or airplane. The same loaded container is transferred, eliminating the intermittent handling of cargo; also called "Multimodal." Intermodal containers may be 20 feet, 40 feet, 45 feet, 48 feet, or 53 feet in length; 8'0" or 8'6" in width, and 8'6" or 9'6" in height. They may be ventilated, insulated, refrigerated, flat rack, vehicle rack, open top, bulk liquid or other configurations. Specialized containers for air shipments are called "Igloos" due to their shape. See "TEU" and "FEU." See "Cargo Packing" Appendix A.

CONTAINER CRANE

A special purpose shoreside crane positioned alongside the vessel with enough reach to load / unload containers to/from the container cells on the ship.

CONTAINER HANDLING FACILITIES:

- **CONTAINER DEPOT**

A designated area where empty or off-lease containers are stored or repaired.

- **CONTAINER FREIGHT STATION (CFS)**

A shipping dock where container cargo is consolidated by destination. Incoming containers with multiple cargo destinations are unloaded (stripped). Cargo is sorted by destination and cargo with the same destination is either reloaded (stuffed) into one container for continued transit or sent directly to the destination without being containerized. Generally a CFS handles less than full container load (LCL) shipments.

- **CONTAINER TERMINAL**

A materials handling and storage facility for the transfer of containers between trucks, rail cars, and vessels.

- **CONTAINER YARD (CY)**

An open area (usually fenced with controlled access) at the carrier's terminal where fully loaded containers are received and held awaiting further transit.

CONTAINERIZATION

Shipping system based on large cargo-carrying containers that can be easily interchanged between trucks, trains, and vessels without re-handling the contents. See "Container."

CONTAINER LOAD

A load sufficient in size to fill an entire container either by cubic measurement or by weight. Also known as "Full Container Load" (FCL).

CONTAINER MANIFEST

Document showing contents of a container.

CONTAINER SEAL

A metal or plastic strip or metal bolt or cable installed through the door locking handles of a loaded container that prevents the door from being opened without breaking the seal. Seal numbers are recorded on the shipping documents and are compared with the seal numbers on the doors when the doors are opened at destination. Missing seals or non-matching numbers provide evidence of possible tampering during the transit.

CONTAINER TERMINAL - See "Container Handling Facilities."

CONTAINER YARD (CY) - See "Container Handling Facilities."

CONTINGENCY INSURANCE

Backup insurance that protects a party's interest if certain events occur, e.g. if the Assured buys or sells cargo on terms under which the insurance is arranged by the other party, and that insurance fails to respond to a covered loss, the Contingency Insurance protects the Assured's interest in the shipment.

CONTRABAND

During time of war, materials carried aboard a vessel that could aid a belligerent in the process of the war, such as arms, weapons, or munitions.

CONTRACT

A legally binding agreement (oral or written) between two or more persons or organizations creating an obligation to do or not to do a particular thing. The essentials are competent parties, legal subject matter, consideration (value), mutual understanding, and mutual obligations, e.g. an insurance policy, bill of lading, and charter party. See "Third Party."

CONTRACT CARRIER

A company (steamship, airline, railroad, or trucker) providing transportation services under individual contracts or agreements with specific parties (not the general public) to transport passengers or property to specified locations at an agreed time and charge. Not a "common carrier" (although some companies may serve in the capacity as both a common and a contract carrier). See "Common Carrier."

CONTRACT OF AFFREIGHTMENT

The document evidencing the terms of carriage between a shipper and a carrier. It is usually expressed in the Bill of Lading and is subject to the Carriage of Goods by Sea Act (COGSA) if a U.S. port and a foreign port are involved, or the Harter Act if two U.S. ports are involved. See "Bill of Lading."

CONTRIBUTION

The amounts to be paid by cargo owners and vessel owner for their share of a General Average loss or Salvage Award.

CONTRIBUTORY NEGLIGENCE

A legal principle where the claimant is found partially at fault for causing its own damages or injury. The principle has been replaced by the doctrine of comparative negligence in many jurisdictions.

CONTRIBUTORY VALUES

The actual value of each cargo shipment and of the vessel at the time of arrival at the destination or termination of the voyage (even in a damaged condition) that is used to calculate each cargo owner's and the vessel owner's share of the General Average loss or Salvage Award. See "General Average."

CONTROLLED ATMOSPHERE

A system that controls the mixture of gases within a container to retard decay of

perishables during a voyage. See page 101.

CORNER POST

Structural frame member at each corner of a container supporting the top, sides, and floor. It is the strength member by which the container is lifted by the container crane for loading / unloading aboard the vessel. See page 99.

COUNTERVAILING DUTY

An additional duty imposed to offset export grants, bounties or subsidies paid to foreign suppliers in certain countries by the government of that country for the purpose of promoting export.

COUNTRY DAMAGE

Damage to baled or bagged goods (e.g. cotton, coffee and similar commodities) caused by excessive moisture from damp ground or exposure to weather, or by grit, dust, or sand forced into the cargo by windstorm or inclement weather, prior to commencement of transit.

COXSWAIN (pronounced "kok' sen")

A crew member who is in charge of a small boat and acts as helmsman.

CRADLE

A wooden or metal framework to support a vessel upright while out of the water being built, repaired, lifted, or transported. It may have wheels for moving the vessel.

CREW

Seamen on board who operate and navigate a vessel; may include or exclude the master and officers. See "Seaman."

CRISTAL - See " Pollution Liability. "

CRO (Cancelling Returns Only)

A phrase used in hull policies to indicate that the rate does not allow lay-up returns.

CROSS LIABILITIES

1. In the event of a collision where both vessels are at fault, liability is apportioned between the two parties according to their degree of fault. See "Collision Clause."
2. A clause often used in contracts and in the Additional Assured Endorsement to an insurance policy stating that, even though both parties are named as an Assured for joint coverage under a policy of insurance, each will retain the rights against the other as though separate policies had been issued to each Assured. Also called a "Severability of Interest" clause, it is usually required to be shown on the Certificate of Insurance and/or Additional Assured Endorsement when the other party is to be named on the policy.

CROW'S NEST

The place or position on a mast where a crew member can stand and watch for fish or other vessels.

CTL (Constructive Total Loss) - See "Total Loss."

CURE - See "Seaman's Rights and Remedies."

CURRENT

A flow of water or air in a definite direction. See "Tides."

CUSTOMS BONDED WAREHOUSE - See "Bonded Warehouse."

CUSTOMS BROKER (Customshouse Broker)

A person or firm licensed by the U.S. Treasury Department, who is hired by the cargo importer to expedite clearance of their cargo through U.S. Customs.

CYCLONE

A tropical storm with winds of 74 mph or greater in the South Western Pacific Ocean (Philippines), South China Sea, and the Indian Ocean. See "Storm" and "Weather Warnings" Appendix D.

CY- CY

A shipment from one Container Yard to another Container Yard.

DEADHEAD

1. A vessel sailing in ballast (i.e. without cargo) to its next port for loading cargo.
2. A submerged (but floating) log which can be hazardous to the vessel's hull and propellers.
3. A tractor pulling an empty container on a chassis.

DEADWEIGHT TONNAGE (DWT) - See "Tonnage."

DECK

1. The horizontal platforms extending from one side of the vessel's hull to the other, forming levels of a vessel corresponding to the floors or stories of a building; e.g. main deck, 2nd deck, weather deck, etc.
2. The floor structure itself of any of these levels, upon which the cargo is placed.

DECK CARGO - See "On Deck Cargo."

DECKHOUSE

An enclosed structure, such as a cabin or other compartment built on the deck of a ship.
See "Pilothouse."

DECK LOAD CONDITIONS

Insuring conditions in a cargo policy for cargo carried "on deck"; i.e. the areas of a barge or other vessel exposed to the weather. "F P A A C including j w o " means Free of Particular Average, American Conditions, including the risks of jettison and washing overboard. See "Average Clauses," "Particular Average," and "Jettison."

DECLARATION

An insurance form filled out by the Assured for reporting / declaring individual shipments under an Open Cargo Policy. It is usually used for declaring import shipments where evidence of insurance is not required. A multi-entry declaration is called a bordereau. See "Certificate of Insurance" and "Special Cargo Policy."

DEDUCTIBLE / DEDUCTIBLE AVERAGE (DA)

Either a percentage of the insured value or a specified dollar amount which is subtracted from the total amount of claim. It is applied to partial loss claims, but not usually to total loss or General Average claims.

DELAY

Late arrival of cargo at destination caused by adverse weather, mechanical breakdown, or some other reason resulting in late arrival of the vessel. See "Loss of Market."

DELAY CLAUSE

A clause in most cargo insurance policies (even under All Risks coverage) excluding claims for loss or damage arising from delay, even if the delay is caused by an insured peril. See "Marine Extension Clauses."

DELIVERY RECEIPT

A form used to acknowledge acceptance of cargo, noting the apparent condition (whether sound or damaged). It often serves as the basis for preparation of the ocean bill of lading.

DEMURRAGE

1. A penalty or storage charge for cargo or containers held beyond the allowed number of days "free time" at a warehouse or railhead before it is picked up by the consignee.
2. A penalty that a Charterer pays the vessel owner for keeping the vessel at the port of loading or discharge longer than agreed in the voyage Charter Party. See "Detention" and "Free Time."

DENSITY

The ratio of the weight of a substance to its volume at a given temperature and pressure; e.g. the weight of cargo in pounds per cubic foot.

DEPRECIATION

An allowance for a decrease in value of property through wear, deterioration, obsolescence, or damage; it may be expressed as a dollar amount or a percentage of the property's sound value.

DERRICK

A large crane mounted on a barge. See "Derrick Barge" under "Vessel Types" Appendix G.

DESTINATION

The place to which a cargo shipment is to be delivered.

DETENTION

1. The prevention, by governmental authority, of vessel and/or cargo leaving port, particularly during time of hostilities.
2. A penalty charge against shippers or consignees for delaying carrier's equipment beyond allowed free time. See "Demurrage."

DEVANNING

The unloading of a cargo container.

DEVIATION

In Admiralty law, any unreasonable variation in the conduct of a vessel in the carriage of goods whereby the risk of damage to the shipment could be increased; e.g. a vessel straying from the customary course of the voyage to call at an unscheduled port, overcarrying the goods beyond the port of discharge stated in the bill of lading, delay in carrying the goods, or carrying cargo on deck of a vessel not designed for carriage of containers on deck. Such a deviation causes the carrier and the ship to lose their COGSA defenses and limitations for loss or damage to the cargo. Any deviation to save life or property at sea is not unreasonable and does not make the carrier liable for any resulting loss or damage to cargo.

A Marine Cargo Policy generally includes a Deviation Clause to protect the cargo owner in case of deviation or change of voyage or, in case of an error in the description of the interest, vessel or voyage.

DIFFERENCE IN CONDITIONS (D.I.C.)

A supplemental form of insurance giving the Assured broader coverage than is provided in a basic policy, e.g. a contract may only require basic fire coverage, whereas the buyer wishes coverage for "All Risks" to protect his or her financial interest. This extra coverage would insure the difference in conditions between the limited policy and the broader one.

DINGHY - See "Vessel Types" Appendix G.

DISCHARGE

To unload cargo from a vessel.

DISCLOSURE

The duty of the Assured and its broker to tell the insurance company every material circumstance before acceptance of the risk. See "Utmost Good Faith."

DISPLACEMENT - See "Tonnage."**DIVERT / DIVERSION**

To change the scheduled voyage or destination of a vessel. See "Destination."

DIVIDED DAMAGES

A method of apportioning damages from a vessel collision, where the total damages of both vessels were divided equally between the two vessels without regard to the degree of fault of each vessel. This method of equal division of damages was firmly established in the United States until it was replaced by the doctrine of Proportionate Fault by the U.S. Supreme Court decision in United States v. Reliable Transfer Co., 1975. See "Proportionate Fault."

DOCK

1. For vessels, an area of water between two piers or alongside a pier, where a vessel is moored during loading and unloading of cargo or passengers. Sometimes refers to a floating structure to which vessels are tied up. See "Pier" or "Wharf." See also "Floating Dry Dock" and "Graving Dock" under "Vessel Types" Appendix G.
2. For land transportation, a loading or unloading platform (usually at the height of the truck bed for ease of loading) at a warehouse or carrier terminal.

DOGS

1. A means of securing a door or hatch aboard a ship.
2. Steel teeth on the front of small tugs used for repositioning floating logs.

DOLLY

A set of wheels that supports the front of a trailer when the tractor unit is disconnected.

DOLPHIN

A group of pilings driven into the bottom of the harbor and tied together to form a strong mooring post. It is usually located at either end of a pier and is used to moor a vessel whose length extends beyond the pier.

DONKEY ENGINE

A small engine on deck to power winches used to hoist sails, adjust rigging and tackle, weigh anchor, or operate deck pumps.

DOOR-TO-DOOR

Transportation of a container and its contents from the warehouse of the consignor to

the warehouse of the consignee by various means of transport. Also known as "House-to-House." See "Multimodal" and page 98 for an illustration.

D.O.T. (Department Of Transportation)

A U.S. government agency.

DRAFT

1. Depth of water required for a vessel to float clear of the bottom. The vertical distance from the waterline to the lowest part of a vessel.
2. A financial instrument to transfer money:
 - a. The Buyer's payment for goods through a bank in a cargo sales transaction.
See "Commercial Set."
 - b. BANK DRAFT - A payment order to a bank. See "Bank Draft."
 - c. SIGHT DRAFT - A payment order payable upon presentation, i.e. "sighting."

DRAYAGE

Charge made for local hauling by dray or truck. Same as Cartage.

DREDGE SPOILS

Material picked up from the river or sea bottom by dredges and pumped or deposited ashore or in deep water.

DRY-BULK CONTAINER

A container constructed to carry grain, powder, and other free-flowing solids in bulk.
See page 101.

DRY DOCK - See "Floating Dry Dock" and "Graving Dock" under "Vessel Types" Appendix G.

DUAL VALUATION CLAUSE

A clause in hull policies used when insuring older vessels so one value is used for total loss purposes and a higher value for all other claim and repair purposes. The lower value is the one on which all questions of total loss depend and usually represents the approximate market value of the vessel. The higher value (fixed by negotiation at a sum above the market value) applies to all other claims: particular average, general average, sue and labor, and collision claims, etc.

DUE COURSE OF TRANSIT

Uninterrupted movement of goods from point of origin to destination without delay or any change caused by cargo owner.

DUE DILIGENCE

Proper care and attention on the part of a vessel owner to the maintenance and welfare of the vessel and crew.

DUMPING

Exporting merchandise to a country at a price less than cost or fair market value, usually through a subsidy by the government of the exporting country.

DUNNAGE

Loose wood or other material used in a vessel's hold or in a container to secure and support cargo during the voyage to prevent damage and movement and shifting of the cargo. See page 106.

DUTY

A Government tax levied on imports. In the U.S., it is collected by U.S. Bureau of Customs upon entry of the goods into the country.

EARLY NEUTRAL EVALUATION - See "Alternative Dispute Resolution."

EDGE PROTECTOR

An angle piece fitted over the edge of boxes, crates, bundles, and other packages to prevent the pressure from straps or bands from cutting into the package.

EIR - See "Equipment Interchange Receipt."

EJUSDEM GENERIS (of the same kind, class or nature) - See "Omnibus Clause."

EMBARGO

A governmental order restricting the hauling or movement of a particular commodity or commodities to or from a particular country.

ENDORSEMENT

1. A legal signature usually placed on the reverse of a check or draft; signifies transfer of financial rights from the holder to another party.
2. A legal signature placed on a negotiable bill of lading to transfer ownership of the bill of lading (and hence the cargo referred to in it) to another party.
3. A legal signature placed on a negotiable certificate of insurance to transfer rights to another party.
4. An amendment to an insurance policy.

ENTRY DOCUMENTS

Customs papers required to clear an import shipment for admission into the general commerce of a country.

EQUIPMENT

Articles necessary for the safety, maintenance or navigation of the vessel on its intended voyage, which are not part of the vessel's hull or machinery and which are not the personal property of the crew; e.g. anchors, cables, mooring lines, lifeboats, lifesaving apparatus, signal lights, radio installation, navigational instruments, cooking utensils, furniture, provisions and stores.

EQUIPMENT INTERCHANGE RECEIPT (E I R)

A receipt issued when a container and chassis enter or leave a port's terminal area by truck; usually noting the date and time, whether the container is full or empty, the number of any seals affixed to the container, and the condition of the container.

ESTUARY

The mouth of a river where it widens and runs into the sea. The fresh water becomes brackish as it meets the ebb and flow of the salty tide.

ETA (Estimated Time of Arrival)**ETD** (Estimated Time of Departure)**ETHYLENE**

A gas produced by many fruits and vegetables that accelerates the ripening and aging processes. See "Controlled Atmosphere" and page 101.

EX (Point of Origin)

The point where a shipment begins transit, e.g. "Ex Factory" or "Ex Mine" or "Ex Warehouse." See "Cargo Terms of Sale" Appendix F.

EXCEPTION

A notation on a shipping document (Bill of Lading or Delivery Receipt) qualifying the condition of the merchandise to indicate damage, suspected damage, or shortage.

EXCESS INSURANCE

Some risks (commonly liability and some types of property) are written on a layered basis, in which one or more layers of excess policies are placed on top of the primary policy; stacked up much like layers of a cake to provide higher limits of coverage. Losses are paid by the primary layer first, and then, one by one, by as many excess layers as are necessary to pay the entire loss or until all of the excess layers are exhausted.

EX GRATIA PAYMENT

An insurance company's payment of a claim that is not clearly covered by the policy, as a commercial expedient to maintain goodwill between Assured and the insurance company.

EXHIBITION COVER

Insurance coverage for merchandise in transit to and while on exhibit (usually at a trade show) and the return shipment (unless the merchandise is sold) to point of origin. A cargo policy normally only covers while merchandise is in transit until arrival at destination. Only the marine policy can extend coverage on shore, not the war policy.

EXPORT

Shipment of goods to a foreign country.

EXPORT LICENSE

A government document permitting the "Licensee" to engage in the export of designated goods to certain destinations.

FAK - See "Freight All Kinds."

FAS (Free Alongside Ship) - See "Cargo Terms of Sale" Appendix F.

FATHOM - See "Weights and Measures" Appendix E.

FCL (Full Container Load) - See "Container Load."

FC & S (Free of Capture & Seizure)

Clause excluding war risks from the Marine Insurance Policy. War risks can be covered by issuing a separate War Policy for an additional premium.

FDA (Food and Drug Administration)

A U.S. government agency.

FEDERAL MARITIME COMMISSION (FMC)

The U.S. Governmental regulatory body responsible for administering maritime affairs including the tariff system, freight forwarder licensing, NVOCC licensing, enforcing the shipping acts, approving carrier conference agreements, and monitoring confidential service contracts between carriers and shippers under Ocean Shipping Reform Act.

FEEDER SERVICE

A vessel which transfers cargo or containers between outlying areas and a central loading area or a larger vessel as part of a long ocean voyage.

FENDER

A device fastened to or hung over the side of a vessel to prevent the vessel from rubbing or chafing against other vessels, piers, or wharves. See "Camel."

FEU (Forty foot Equivalent Unit) - See "TEU."

FFD (Fit For Duty) - See "Seaman's Rights and Remedies."

FIA (Full Interest Admitted)

The insurance company acknowledges the Assured's financial interest in the property and agrees to its value without proof or documentation of ownership. See "P P I ."

FIFTH WHEEL

The semi-circular coupling device mounted horizontally on the back of a tractor which engages and locks with a trailer allowing the trailer to pivot and turn.

FIO - See "Free In and Out."

FIRE

One of the perils specified in the Perils Clause in an insurance policy. It includes not only direct damage by flames, but also indirect damage incurred from smoke, or damage from water or chemicals used to extinguish the fire. The definition does not extend to cover spontaneous combustion.

FIRE STATUTE - See "Carrier's Liability Acts (Ocean)."

FIT FOR DUTY (F F D) - See "Seaman's Rights and Remedies."

FLAMMABLE / INFLAMMABLE

Easily ignitable, capable of burning. "Flammable" and "Inflammable" have the same meaning. Something that cannot be burned is "nonflammable."

FLAT RACK

An open container without sides or top used for carrying odd sized cargo to facilitate loading and stowing in a containership. See page 100.

FLOATING DRY DOCK - See "Vessel Types" Appendix G.

FLOOR BOARD

Removable grating which provides a platform or "floor" over the bilge of a vessel.

FLOTSAM

Floating wreckage of a vessel or its cargo. See "Jetsam" and "Lagan."

FMC - See "Federal Maritime Commission."

FOB (Free on Board) - See "Cargo Terms of Sale" Appendix F.

FOB/FAS ENDORSEMENT

Supplemental insurance coverage purchased by the seller on an export shipment that is sold on FOB, FAS, C&F or similar terms of sale where the seller does not arrange the transit insurance. The buyer's insurance may only cover the buyer's interests after the title transfers and may not cover losses before title transfers. This supplemental coverage protects the seller's interest in the cargo from the time goods leave the point of origin until title transfers to the buyer during transit, usually when cargo is loaded aboard the vessel.

FORCE MAJEURE

Superior Force. See "Force Majeure Clause" and "Act of God."

FORCE MAJEURE CLAUSE

A clause in a contract exempting the parties from their obligations under the contract as a result of conditions beyond their control. See "Act of God."

FOREIGN TRADE ZONE - See "Free Trade Zone."

FORKLIFT

A vehicle with prongs or forks used to pick up and move cargo loaded on pallets or skids.

FORTUITOUS

Accidental; happening by chance.

FORWARD

In the direction of the bow of the vessel.

FORWARDING CHARGES

The costs necessarily incurred to forward cargo to its intended destination in the event the carrying vessel meets with a casualty and is unable to complete the voyage.

FOUND

Room and board provided for work, in addition to wages. See "Seaman's Rights and Remedies."

FOUNDER

A vessel sinking as the result of incursion of water into the hull. (A similar word "flounder" meaning "to move clumsily and with difficulty" is probably a combination of "founder" and "blunder"). See "Sinking."

FPA (Free of Particular Average) - See "Average Clauses."

FPIL– See "Full Premium If Lost."

FRANCHISE

Either a percentage of insured value or a specified dollar amount in an insurance policy which must be reached before an insured loss is paid in full. It is similar to a deductible in that insured losses less than the franchise amount are not paid, but different from a deductible in that insured losses equal to, or more than, the franchise are paid in full. Also known as a "disappearing deductible." See "Average Clauses."

FREE ALONGSIDE SHIP (F A S) - See "Cargo Terms of Sale" Appendix F.

FREEBOARD

The vertical distance from the waterline to the top of the main deck, at the side of the vessel, measured amidships.

FREE IN AND OUT (F I O)

Cost of loading and unloading a vessel borne by the charterer; i.e. stevedoring expenses.

FREE OF PARTICULAR AVERAGE (FPA) - See "Average Clauses."

FREE ON BOARD (F O B) - See " Cargo Terms of Sale" Appendix F.

FREE OUT (F O)

Cost of only unloading a vessel borne by the charterer; i.e. stevedoring expenses (loading costs are borne by someone else).

FREE PORT - See "Free Trade Zone."

FREE SURFACE EFFECT

The change in stability of a vessel caused by liquids moving about freely in a tank or hold. As a vessel rolls, liquids in tanks or breached compartments accentuate the roll by moving freely from side to side of the tank accumulating first on one side and then the other. This movement can reduce the stability of the ship. The effect can be reduced by having baffles in a tank to reduce the free movement or by either emptying the tank or filling it completely so there is no "free surface."

FREE TIME

The period of time cargo will be held for pick up at the port of discharge before storage charges are applied.

FREE TRADE ZONE

A secure zone or area in a port or airport designated for duty-free entry of foreign goods or components. The goods may be stored, displayed or assembled into larger parts. Duty is paid when the finished product enters the U.S. market or is re-exported to another country without paying duty in the U.S. Also called a "Foreign Port" or "Foreign Trade Zone."

FREE WATER (F W)

The layer of water that forms when water is present with immiscible liquids, such as oil. The lighter liquid forms a layer above the heavier liquid; e.g. oil usually floats above the free water.

FREIGHT

1. The charge made by a carrier for transporting goods.

Some Different Types of Freight Are:

- **COLLECT FREIGHT** - Freight payable at destination provided the vessel delivers the goods in specie.
- **GUARANTEED FREIGHT** - Freight payable whether the goods are delivered or not, provided the failure to deliver the goods resulted from causes beyond the carrier's control.
- **ADVANCE FREIGHT** - Partial payment of the bill of lading freight in advance.
- **PREPAID FREIGHT** - Payment of the full bill of lading freight in advance; in other respects is the same as guaranteed freight.

2. The cargo being transported.

FREIGHT ALL KINDS (FAK)

A notation on a bill of lading indicating that different kinds of cargo are being shipped.

FREIGHT FORWARDER

A party who acts as an agent of the shipper in making transportation arrangements, preparing necessary documents, and generally expediting the entire process of exporting cargo.

FRUSTRATION CLAUSE

A clause in the War Policy stating that there has not been a loss simply because of termination (or frustration) of the voyage due to an outbreak of hostilities. There must be actual physical damage to the cargo for there to be a loss.

FULL CARGO

A cargo of one kind, usually in bulk form, taking up the entire cargo space of a vessel.

FULL CONTAINER LOAD (FCL) - See "Container Load."**FULL PREMIUM IF LOST (FPIL)**

A clause used on hull policies making the entire policy premium fully earned if the insurance company pays a total loss for the insured vessel. There is no return premium due the Assured if the total loss occurs before the end of the policy period.

FURNITURE

The fittings or fixtures which, though not actually affixed to the vessel, are for use thereon and are reasonably necessary for its safety and navigation.

GALLEY

The place where food is prepared on a vessel; i.e. the vessel's kitchen.

GANTRY CRANE

A frame built across the width of a vessel from which blocks and rigging are suspended. A gantry crane is a crane on which the load is suspended from a traveling trolley.

GAS FREE CERTIFICATE

Written confirmation that a tank or other confined space has been inspected and confirmed purged of all explosive and other harmful gasses.

GATT (General Agreement on Tariffs and Trade)

A multinational treaty to help reduce trade barriers between the signatory countries and to promote trade through tariff concessions. The World Trade Organization (WTO) superseded GATT in 1994.

GBL (Government Bill of Lading)**GENERAL AVERAGE (GA)**

An ancient principle of equity, recognized by maritime nations, pre-dating the concept of insurance and still valid today, in which all parties involved in a sea adventure (vessel, cargo, and freight) proportionately share losses resulting from a voluntary and successful

effort to save the entire venture from an imminent peril. There are two types of General Average acts:

1. VOLUNTARY SACRIFICE of a part of the vessel or a part of the cargo, e.g. jettison of property to stabilize the vessel during heavy weather.
2. EXTRAORDINARY EXPENSE necessarily incurred for the joint benefit of vessel and cargo, e.g. towing charges incurred to assist a disabled vessel to a port of refuge.

GENERAL AVERAGE ADJUSTER - See "Average Adjuster."

GENERAL AVERAGE AGREEMENT

A guarantee by the owner of the cargo (usually the consignee) to pay that proportion of the general average contribution, salvage, or special charges owed by the shipment, and to give information about its value so an Average Adjustment can be prepared. The vessel owner will not release cargo for delivery to the consignee until the cargo owner signs this average agreement or bond, which is prepared by the general average adjuster.

GENERAL AVERAGE BOND - See "General Average Agreement."

GENERAL AVERAGE DEPOSIT

A cash deposit (usually based on the estimated percentage of General Average) which the General Average Adjuster demands from the owner of the cargo to secure the payment of its proportion of the General Average. This cash deposit is usually demanded as additional security to the General Average Bond. The deposit may be replaced by a General Average Guarantee.

GENERAL AVERAGE EXPENDITURES - See "General Average."

GENERAL AVERAGE GUARANTEE

An insurance company's written guarantee to the General Average Adjuster guaranteeing to pay the legally due proportion of General Average finally assessed against the Assured's insured cargo. This guarantee is usually accepted by the Adjuster in lieu of a cash deposit and is additional security to the bond signed by the owner of the goods.

GENERAL AVERAGE SACRIFICE - See "General Average."

GENERAL AVERAGE SECURITY

Documents presented by cargo owners to a General Average Adjuster to replace the vessel owner's maritime lien on cargo for its share of General Average and to obtain release of cargo from the steamship company. GA Security consists of a GA Bond and either a cash deposit or an insurance company's Guarantee. See "Non-separation of Interest Agreement."

GENERAL CARGO

A vessel's cargo consisting of a variety of commodities shipped by one or by many merchants.

GENERAL MARITIME LAW

A compilation of rules, concepts, and legal practices that evolved into common law (case law) relating to the carriage of goods and passengers by water. It is administered by special courts known as Admiralty Courts. General maritime law is the seagoing equivalent of common law and is supplemented by statutory law such as the Jones Act.

GENERATOR SET (Gen Set)

A portable electrical generator set which can be attached to a refrigerated container to power the refrigeration unit during transit or to provide emergency or temporary electrical power.

GIVE-WAY VESSEL

When meeting another vessel, the vessel that does not have the right of way under the navigational rules and must keep out of the way of the other vessel; formerly called the "burdened vessel." See "ColRegs" and "Stand-on Vessel."

GMT (Greenwich Mean Time) - See "Time Zones" Appendix C.

GO-DOWN

In the Far East, a warehouse where goods are delivered and stored.

GOOD FAITH - See "Utmost Good Faith."

GOODS

Cargo shipped by water, air, or land.

GRAVING DOCK - See "Vessel Types" Appendix G.

GRAVITY, CENTER OF - See "Vessel Stability."

GROSS TONNAGE - See "Tonnage."

GROSS WEIGHT

1. The total weight of the cargo, its packing material, and the chassis or container or railcar.
2. For vessel weight, see "Tonnage."

GROUNDING

A vessel striking or touching the bottom; running aground. See "Stranding."

GROUND TACKLE

A general term for all anchors, cables, ropes, etc. used to moor or anchor a vessel.

GRT (Gross Registered Ton) - See "Tonnage."

GUNWALE (rhymes with "funnel")

The short extension of a vessel's side above the main deck. See also "Bulwark."

HAGUE RULES - See "Carrier's Liability Acts (Ocean)."

HAGUE-VISBY RULES - See "Carrier's Liability Acts (Ocean)."

HALYARD

Rope, line, and tackle usually attached to the mast and used for hoisting and lowering items such as equipment or sails.

HAMBURG RULES - See "Carrier's Liability Acts (Ocean)."

HARBOR MASTER

A person who supervises berthing of yachts and other vessels in a harbor or marina.

HARTER ACT - See "Carrier's Liability Acts (Ocean)."

HATCH

An opening, generally rectangular, in a vessel's deck affording access to the compartment below.

HAUL DAYS

The day a repair yard hauls a vessel out of the water (for maintenance work, repair work, or storage) and the day it hauls the vessel back into the water are both haul days. Each time the vessel is hauled, the repair yard charges the vessel owner for two haul days and as many full lay days in between as it takes to do the work. See "Haul Out" and "Lay Days."

HAUL OUT

To draw or lift a vessel from the water to the shore for maintenance work, repair work or storage.

HAZ MAT (Hazardous Materials)

Substances classified by the U.S. Environmental Protection Agency (EPA).

Transportation of hazardous materials is strictly regulated by the U.S. Department of Transportation.

HEAD

A vessel's toilet. The name is believed to have come from the fact that the toilet facilities on sailing ships were located in the bow (head) of the vessel.

HEAVE

1. To throw a dock line, anchor line, or life ring.
2. To pull, raise, or lift, e.g. heave in the anchor line, or heave on the capstan or a block and tackle.
3. Heave to - to bring the ship to a stop in heavy weather, e.g. reduce sails or power.
4. Also *hove*, e.g. the ships hove into view above the horizon or alongside.
5. Heave Ho. A command to push or pull together, e.g. on the anchor line (the slang term came from sea chanties sung while pulling up the anchor).
6. See "Vessel Movement."

HELD COVERED

An extension of coverage by an insurance company in certain circumstances where coverage is not already provided by the policy. To take advantage of the policy's "held covered" clause, it is usually required that the insured give prompt notice to the

insurance company of the circumstances that have taken place, and pay any reasonable additional premium required.

HELMSMAN

The person responsible for steering a vessel. See also "Coxswain."

HIGH CUBE CONTAINER

A container over 8 feet 6 inches in height.

HIMALAYA CLAUSE

A clause in bills of lading extending to stevedores, terminal operators, etc. certain defenses available to the shipowner in the bill of lading, e.g. stevedores using the carrier's liability limitation of \$500 per package.

HOLD

An enclosed space on the vessel in which cargo is carried.

HOLDDOWN CLAMP

A device used to hold a container to the truck chassis during transit. See page 99.

HOOK DAMAGE

Damage to breakbulk cargo caused by stevedores' hooks.

HOUSE-TO-HOUSE - See "Door-to-Door."

HOUSE-TO-PIER

Cargo loaded into a container by the shipper and unloaded from the container at the port of discharge.

HULL

The structural framework of a vessel, together with all decks, deck houses, and hull plating, but exclusive of engines, masts, spars, rigging, and equipment.

HUMPING

The process of making up trains in a railroad yard by uncoupling the cars on a track that is slightly elevated to the train being made up on the classification tracks in the yard. The cars roll down the incline and are switched to the correct tracks, where they connect to the various trains being made up.

HURRICANE

A tropical cyclone with winds of 74 mph or greater in the North Atlantic, Caribbean / West Indies, and North Pacific Oceans. The winds rotate in a counter-clockwise direction in the Northern Hemisphere and clock-wise in the Southern Hemisphere moving from east to west following the general direction of the wind and ocean current in the area. They originate over water in the tropics between 5 and 30 degrees of latitude (2/3 of them in the Northern Hemisphere). When they leave the warm waters of the tropics, they lose their power and the wind diminishes. See "Storm" and "Weather Warnings" Appendix D.

HUSBAND / HUSBANDING AGENT

An agent in a foreign port who takes care of the ship's needs.

IBNR - See "Incurred But Not Reported."

ICC

1. See "Interstate Commerce Commission."
2. International Chamber of Commerce.

IMCO

International Maritime Consultative Organization. A forum in which most major maritime nations participate and through which recommendations for the carriage of dangerous goods, bulk commodities and maritime regulations become internationally acceptable.

IME (Independent Medical Examination)

IMPLIED WARRANTY - See "Warranty."

IMPORT

To receive goods from a foreign country.

IMPORT LICENSE

A document required and issued by some national governments authorizing the importation of goods.

INBOARD

Within the perimeter of the vessel's hull. See also "Outboard."

INBOARD - OUTBOARD / OUTDRIVE

A permanently mounted inboard engine connected through the transom of a vessel to an outboard propeller drive assembly that both propels the vessel and is turned from side to side to steer the vessel. This form of engine eliminates the need for a rudder, rudder post, shaft log, stuffing box, stern bearing, coupling, and conventional propeller shaft. Inboard-Outboard is also known as "stern drive."

IN BOND

Cargo moving under Customs control where duty has not yet been paid.

INCHMAREE CLAUSE (Additional Perils Clause)

First added to hull policies following an English case involving the vessel "INCHMAREE." It expands coverage to include consequential damage directly caused by explosion, breakdown of electrical machinery, bursting of boilers, breakage of shafts, latent defect in machinery or hull, accidents in handling cargo, repairer's negligence, crew negligence, et al; as long as the damage does not result from want of due diligence by the vessel owner. The clause was later added to cargo policies.

INCOTERMS

The "International Chamber Of Commerce Terms of Sale." These terms were last amended in the year 2000. See "Cargo Terms of Sale" Appendix F.

INCREASED VALUE INSURANCE

Insurance that covers an excess amount over the insured value of the property; hull or cargo. Such insurance is for a separate agreed amount in excess of the agreed value of the property and is written on a separate policy form which is essentially Total Loss Only insurance. Hull policies limit the amount of I.V. insurance that an owner may place in excess of the hull agreed value.

INCURRED BUT NOT REPORTED (IBNR)

An insurance company term for losses that have occurred but have not yet been reported to the company. It is a factor in insurance company accounting that permits the company to take such losses into account for actuarial purposes.

INDEMNIFY

To reimburse a party for loss, damage or expense.

INDEMNITY

Payment or reimbursement for loss, damage or expense.

INFLAMMABLE - See "Flammable."

INHERENT VICE

A loss caused by the nature of the thing insured and not the result of a fortuitous external cause; e.g. spontaneous combustion of bulk grain.

IN PERSONAM

Suit against a named individual, corporation or other business entity; i.e. "the person." See "In Rem."

IN REM (against the thing)

A maritime lien against a vessel or containers. This unique feature of Admiralty Law allows a claimant to have a vessel or container arrested or seized to enforce a legal action, rather than arresting its owner (whose identity may not be known). The seized property is held as security until the claim is decided or until acceptable security is substituted. See "Arrest" and "Attachment."

INSPECTION CERTIFICATE

A certificate issued by an independent agent or firm attesting to the quality and/or quantity of the merchandise being shipped. Such a certificate is usually required in a letter of credit for commodity shipments.

INSTITUTE CLAUSES

Clauses agreed in the London insurance market and offered by the Institute of London Underwriters. (Clauses offered by the American market are titled "American Institute of Marine Underwriters Clauses.")

INSURABLE INTEREST

A real stake in a specific property to the extent that loss of or damage to the property could cause a financial loss.

INSURANCE CERTIFICATE - See "Certificate of Insurance."

INTERMODAL - See "Multimodal."

INTERNATIONAL SAFETY MANAGEMENT (ISM) CODE

The International Management Code for the Safe Operation of Ships and for Pollution Prevention requiring every company and bareboat charterer operating a vessel to design and implement a Safety Management System; effective 7/1/98 on some vessels and 7/1/02 on other types of vessels.

INTERSTATE COMMERCE COMMISSION (I C C)

The U.S. federal agency charged with enforcing laws applicable to common carriers transporting cargo between states. It was abolished January 1, 1996 and replaced by the Surface Transportation Board.

INVOICE

The Seller's bill of sale for the goods sold, specifying the type of goods, quantity, price, and terms of sale. See "Commercial Set."

I Q F (Individually Quick Frozen)

Small pieces of food that are frozen individually before being packed and shipped.

IRRESPECTIVE OF PERCENTAGE

Loss or damage due to a peril insured against collectible in full, without a franchise having to be reached, or a deductible applied. See "Average Clauses."

IRRETRIEVABLE DEPRIVEMENT - See "Total Loss."

IRREVOCABLE LETTER OF CREDIT

Letter of credit in which the specified payment is guaranteed by the bank if all terms and conditions are met by the drawee and which cannot be revoked without joint agreement of both the buyer and the seller.

ISM CODE - See "International Safety Management (ISM) Code."

JACOB'S LADDER

A rope ladder suspended from the side of a vessel used for boarding or leaving the vessel; e.g. as used by a pilot.

JASON CLAUSE (Negligence General Average Clause)

A clause in ocean bills of lading providing that any general average will be borne proportionately by vessel, cargo, and freight even if the general average arises out of the vessel owner's negligence, errors of the master or crew, or unseaworthiness of the vessel. Without this clause, cargo has no obligation to contribute to any general average arising from these causes.

JETSAM

Anything which is voluntarily cast overboard from a vessel in time of distress. See "Jettison" and "Flotsam."

JETTISON

The deliberate throwing overboard of cargo, or of part of the vessel's superstructure, equipment or stores, in the event of an emergency. Cargo or equipment might be jettisoned to lighten a vessel to relieve her from a strand, to stabilize her during a storm, or to get rid of flammables or explosives during a fire. (Washing overboard is the accidental loss of equipment or cargo overboard due to the action of the elements.)

JETTY

A pier, mole, wharf, or other structure projecting into a body of water to influence the current or tide or to protect a harbor or shoreline.

JOINT POLICY - See "Subscription Policy."

JONES ACT

A 1920 U.S. Statute which provides that a seaman injured by the negligence of the vessel owner, master, or fellow crew member can recover damages for his or her injuries from the vessel owner. See "Seaman's Rights and Remedies."

JURY RIG

A temporary or makeshift arrangement of equipment set up to take the place of rigging or equipment which was lost or carried away; i.e. to make temporary repairs. Originally, in the days of sail, it referred to the ship's masts and rigging. It now refers to any temporary repairs made to continue the operation of the equipment or vessel before a proper or complete repair can be made.

J W O (jettison and washing overboard) - See "Jettison" and "Deck Load Conditions."

KEEL

Centerline strength member running fore and aft along the bottom of a vessel; the vessel's backbone.

KING PIN

A coupling pin centered on the front underside of a truck chassis; couples to the tractor.

KNOCKED DOWN (K D)

Articles which are disassembled either to reduce the cubic footage displaced or to make a better shipping unit, to be re-assembled at destination; e.g. knocked down furniture.

KNOT

Unit of speed equal to one nautical mile (6,080.20 ft.) per hour. One statute mile equals .868 nautical mile, or one nautical mile equals 1.15 statute miles. In the days of sail, speed was measured by tossing a log overboard which was secured by a line to the vessel. Knots were tied into the line at approximately six feet intervals (the breadth of a man's arm span). As the vessel sailed on, the number of knots passing over the side in a measured period of time were counted and thus became the measure of ship's speed.

KNOWN LOSS

A loss that has already occurred and is known to exist by one or both parties prior to the placement of insurance coverage. As a condition of the placement of the insurance, a warranty "no known or reported losses" is frequently used by the insurance company to exclude such losses.

LACHES

A doctrine in Admiralty Law in which a party's failure to do the required thing in a timely manner causes the party to lose that right of action; e.g. unreasonable delay in asserting a claim.

LADEN

Loaded aboard a vessel.

LADING - See "Bill of Lading."

LA E (Loss Adjusting Expenses) - See "Allocated Loss Adjusting Expense."

LAGAN (Ligan)

A heavy article thrown overboard with a buoy to mark where it is located for recovery at a later time; e.g. crabpots.

LAIID-UP

A vessel removed from active operation or navigation.

LANDBRIDGE

Movement of cargo by water from one country through the port of another country, then by rail or truck to an inland point in that country or to a third country; e.g. a through-movement of Asian cargo to Europe across North America.

LANDED COST

The total cost of goods to a buyer, including transportation, duty, and other costs.

LANDED VALUE

Market value of cargo at destination on the final day of discharge from the ocean vessel.

L.A.S.H. (Lighter Aboard Ship) - See "Vessel Types" Appendix G.

LASHING

Wire, rope, turnbuckles, chains, etc. used to secure cargo in a container or truck trailer, or to secure cargo or containers on a vessel to prevent shifting during transit.

LATENT DEFECT

Any defect which has not resulted from wear and tear and which cannot be discovered

by a diligent Assured through the use of any known or customary test. In particular, latent defects are not limited to defects in metal.

LATITUDE / LONGITUDE

A grid system of reference in which every point on the surface of the earth can be located using its unique coordinates:

- **LATITUDE** lines (called Parallels) circle the earth and are parallel to the Equator. Latitude locates a point's distance North or South of the Equator, and is measured in degrees, minutes, and seconds, from 0° at the Equator to 90° at the North Pole or South Pole.
- **LONGITUDE** lines (called Meridians) radiate from the North Pole to the South Pole and are not parallel. Longitude locates a point's distance East or West of the Prime Meridian (Greenwich, England), and is measured in degrees, minutes, and seconds from 0° at the Prime Meridian to 180° at the International Date Line.

For example, San Francisco has coordinates 37° 48' N and 122° 24' W and is located on:

- a Latitude line 37° 48' North of the Equator, and
- a Longitude line 122° 24' West of the Prime Meridian.

LATITUDE LINES + LONGITUDE LINES = GRID SYSTEM



LAY DAYS

1. The number of days a vessel is out of the water for maintenance work, repair work, or storage. See "Haul Out" and "Haul Days."
2. The number of days a ship may use a dock for loading or unloading cargo before demurrage is charged.
3. The number of days between yacht races to allow repair of vessels and crew rest.

LAYTIME

The amount of time a vessel is allowed to remain in port before incurring delay

penalties. See "Demurrage."

LAY-UP - See "Laid-Up."

LAY-UP RETURNS

A return premium given to the Assured by the insurance company for periods the vessel was not operated during the policy term.

L/C (Letter of Credit)

L C L (Less than full Container Load)

Shipments of two or more shippers consolidated into one container to make a full container load.

LEAD UNDERWRITER

The insurance company which sets the terms and usually accepts the largest participation in a joint or subscription policy and the other subscribing companies usually agree to follow.

LEAGUE - See "Weights and Measures" Appendix E.

LEGAL LIABILITY

Responsibility imposed by law.

LETTER OF CREDIT (L C) (L O C)

A document issued by a bank and used to pay for cargo. The buyer arranges a letter of credit from its local bank, creating a fund in a foreign bank near the seller in a specified amount in the seller's favor. The buyer authorizes the seller to draw drafts against the fund for goods purchased by the buyer. A sum of money is paid to the seller under specific terms and conditions, including the receipt by the bank of certain documents within a given time. See "Cargo Terms of Sale" Appendix F.

LETTER OF INDEMNITY

A letter agreeing to reimburse a party or hold it harmless for loss or damage. It is sometimes used as a fraudulent practice in which a cargo owner gives a vessel owner a guarantee of "no claim" if the vessel owner issues a clean bill of lading to the cargo owner to satisfy a letter of credit requirement, when the cargo laden aboard is actually damaged.

LETTER OF UNDERTAKING

A letter issued by a Protection and Indemnity Club or other financial organization guaranteeing reimbursement to a party for loss or damage (usually to cargo). It is a more informal form of security and less expensive than posting a bond to guarantee performance. However, it is only as good as the good faith of the entity issuing the letter as there is no third party (such as a bank or insurance company) to guarantee performance.

LHWCA – See "Longshoremen's and Harbor Workers' Compensation Act."

LIABILITY INSURANCE

Insurance to cover the legal responsibility of an Assured.

LIEN

A property right in which a party has a legal claim upon cargo or vessel for the satisfaction of some debt or duty.

LIGAN - See "Lagan."

LIGHTER - See "Barge" under "Vessel Types" Appendix G.

LIGHTERAGE

Transportation of cargo between an ocean-going vessel and the pier by a smaller vessel called a lighter or barge. A lighter is used when the water is not deep enough for the ocean-going vessel to lie alongside the pier or wharf, or when the discharge facilities of the port are so congested that lighterage is more efficient.

LIMITATION OF LIABILITY ACT - See "Carrier's Liability Acts (Ocean)."

LINE OF DEMARCATION

The line between two points where the navigational rules of international waters and inland waters meet. See "Colregs."

LINER

A vessel sailing between specified ports on a regular schedule (as opposed to a "Tramp Steamer" which has no regular schedule).

LINER NEGLIGENCE CLAUSE

Replaces Inchmaree Clause in the Hull policy and provides virtually All Risks coverage on a vessel, as long as the damage does not result from want of due diligence by the vessel owner.

LIST

The amount of vessel tilt or heel (measured in degrees) from the vertical upright position. A list can be caused by improper stowage or shifting of cargo or fuel to one side of the vessel, or a flooded tank or hold. It is different than the normal rolling that a vessel experiences as it rides over the waves in the ocean. See "Vessel Stability."

LLOYD'S AGENT

A representative of Lloyd's of London located in ports throughout the world. They serve three primary functions:

1. Reporting the arrival and departure of vessels.
2. Inspecting vessels and issuing certificates to show they maintain their "Class."
3. Surveying cargo losses for Lloyd's members.

Lloyd's Agents are also nominated by various marine insurance companies to act as cargo survey or settling agents.

LLOYD'S CONFIDENTIAL INDEX

A listing of vessels with descriptions, data, major claims, prior vessel names and owners on each vessel registered at Lloyd's. The index also shows all vessels in a fleet under common ownership or management.

LLOYD'S REGISTER

An alphabetical listing of vessels including their specifications and other information valuable to shipping and marine insurance industries.

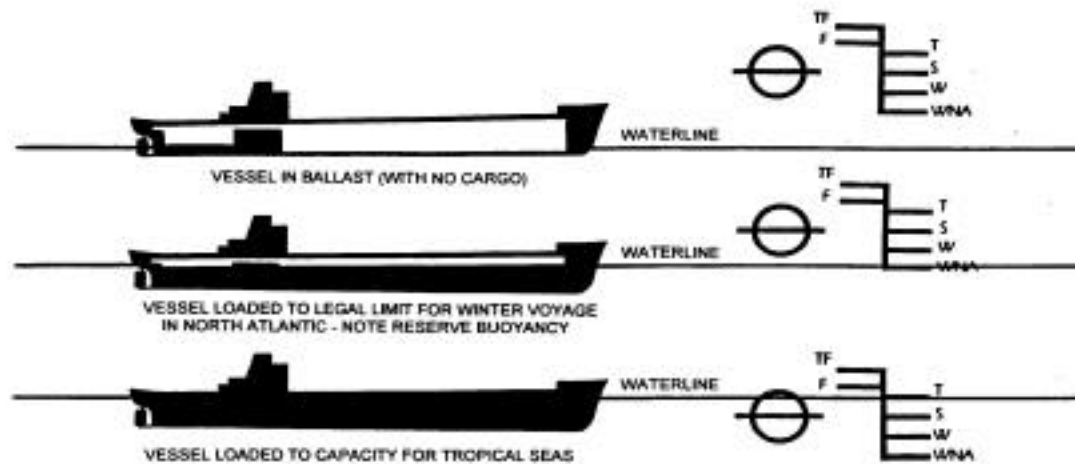
LLOYD'S REGISTER OF SHIPPING

An organization maintained for the surveying and classing of vessels so that insurance companies and others may know the quality and condition of the vessels offered for insurance or employment.

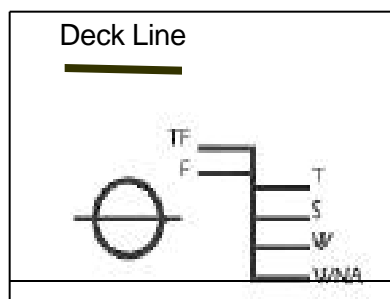
LNG (Liquified Natural Gas carrier) - See "Vessel Types" Appendix G.

LOAD LINE

A mark on a vessel's side indicating the maximum depth to which it may be safely immersed when loaded with cargo. This depth is variable and depends on the waters of operation, time of year, and type of cargo; e.g. winter, North Atlantic, timber will have a special depth. Laws regulate the amount of cargo a vessel can carry and still maintain enough reserve buoyancy and a low enough center of gravity to ensure its safety in adverse weather and dangerous seas. The white areas in the pictures below are empty spaces for paying cargo, and the remaining space houses a vessel's main and auxiliary machinery, living quarters and supply lockers.



While there are other load lines, the most common is the **PLIMSOLL MARK**, which was established by the British Parliament in 1876 to prevent overloading of vessels. It was named after Samuel Plimsoll, a member of British Parliament, who was interested in maritime safety.



The Plimsoll Mark

The letters signify:

- TF** Tropical Fresh Water Load Line
- F** Fresh Water Load Line
- T** Tropical Load Line
- S** Summer Load Line
- W** Winter Load Line
- WNA** Winter, North Atlantic Load Line

LOAN RECEIPT

Document signed by the Assured acknowledging receipt of money advanced by the insurance company as an interest-free loan (instead of payment of a loss) repayable to the insurance company only if the loss is recovered from a third party and then only to the extent of the recovery.

LOC - See "Letter of Credit."

LOCK

An enclosed area of water with a gate at each end. Water can be let in or out to raise or lower vessels from one level to the next through a canal or around a dam.

LONGITUDE - See "Latitude / Longitude."

LONGSHOREMAN / LONGSHORE WORKER

An individual employed locally in a port to load and unload vessels. See "Stevedore."

LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION ACT

A federal worker's compensation statute (1927) which requires an employer to pay an employee (other than a crew member of a vessel) benefits for injury, disability or death resulting from injury arising out of maritime employment on navigable waters of the U.S., or adjoining areas customarily used by such employer in loading, unloading, repairing, or building a vessel. The 1972 Amendments preserved the rights of Longshoremen and Harbor Workers to sue the vessel owner for his or her negligence, but they can no longer claim for unseaworthiness of the vessel. The Defense Base Act and Outer Continental Shelf Act provide similar benefits to workers at these offshore locations.

LOSS ADJUSTING EXPENSE (LAE) - See "Allocated Loss Adjusting Expense."

LOSS OF MARKET

A reduction in the value of merchandise for reasons other than physical damage - either late arrival or obsolescence; e.g. Christmas trees arriving undamaged in January. This is a "business loss" and is not recoverable under a Marine Cargo Policy.

LOSS OF SPECIE

A change in the nature or character of cargo or a vessel so that it is no longer the thing insured. See "Total Loss."

LOST OR NOT LOST

An agreement by the insurance company that, even though a voyage of a vessel or cargo may have already commenced, coverage will attach from the beginning of the voyage provided the Assured has no knowledge as to the status of the vessel. A notation is usually made on the insurance policy that the coverage has been bound "Lost Or Not Lost" and is accompanied by a statement signed by the Assured "warranted no known or reported losses" as of that date.

LSWCA – See "Longshoremen's and Harbor Workers' Compensation Act."

LTL (Less than a full Truck Load)

MAINTENANCE

1. Necessary measures to keep the vessel in operating condition.
2. See "Seaman's Rights and Remedies."

MANDATORY SETTLEMENT CONFERENCE - See "Alternative Dispute Resolution."

MANIFEST

An itemized list by Bill of Lading number of the kind and quantity of all cargoes loaded aboard a vessel or other conveyance prepared by the transporter.

MARINA

A docking facility for private pleasure boats. There may be several hundred berths at one location. The facility often contains a fuel dock, other marine supplies, a parking lot, a ramp or haul out facility for trailered boats, and other commercial facilities.

MARINE EXTENSION CLAUSES (M E C)

A clause in the Cargo Policy extending the Warehouse to Warehouse Clause to provide continuous coverage on the cargo during any deviation, delay, forced discharge, reshipment, transshipment or other interruption in the due course of transit that is beyond the control of the Assured.

Note: this clause

- only extends the policy during delays;
- does not add "delay" as an insured peril.

See "Ambit," "Delay Clause" and "Warehouse to Warehouse Clause."

MARINE INSURANCE ACT

1906 English law which codified marine insurance case law into a comprehensive code for consistent application. U.S. lacks a counterpart code and depends on case law precedent for its legal decisions.

MARINE LEAGUE - See "Weights and Measures" Appendix E.

MARINE RAILWAY

Tracks built on an incline from under water where a vessel can be floated onto a cradle to a distance inshore sufficient to allow access to the vessel's underbody after the vessel on its cradle has been drawn out of the water.

MARITIME

Matters pertaining to commerce or navigation upon the sea or in seaports. See "Admiralty Court."

MARITIME LIEN - See "General Average Security" and "Lien."

MARKS

1. Indications on a lead line showing the depth of the water.
2. Buoys or other navigation aids marking a channel or obstruction.
3. Letters, numbers or symbols placed on packages for identification.

MARLINE SPIKE

A pointed metal spike used by deck crew to separate strands of rope for splicing or untying knots. Something done in a skillful manner is called "marline spike seamanship."

MAST

A vertical spar on a vessel used to carry sails, navigational lights or signals, and rigging for loading and unloading cargo or equipment.

MASTER

Person who has command of a vessel; the captain.

MASTER'S PROTEST

1. Sworn statement of the captain describing any unusual happening during the voyage, and disclaiming vessel responsibility therefor.
2. Accident report submitted by the captain on a hull claim.

MAXIMUM CURE - See "Seaman's Rights and Remedies."

MEC - See "Marine Extension Clauses."

MEDIATION - See "Alternative Dispute Resolution."

METACENTER - See "Vessel Stability."

MINI-TRIAL - See "Alternative Dispute Resolution."

MOORING / MOORAGE

Where a vessel is secured and held in place by chains, ropes, lines, or two anchors;

e.g. to a mooring buoy, wharf or pier. A buoy securely anchored to the bottom by a heavy weight is used for tying up vessels.

MULTIMODAL

The transportation of cargo using two or more modes of transportation. Same as Intermodal. See page 98 for illustration.

NAMED PERILS POLICY

Any marine policy limiting coverage to perils specifically listed in the policy; as opposed to an All Risks policy. See "All Risks."

NAVIGATIONAL LIMITS - See "Trading Warranties."

NEGLIGENCE

Doing something that a reasonable and prudent person would not do, or not doing something that a reasonable and prudent person would do in a particular situation. The failure to exercise normal care or act reasonably under the circumstances.

NEGLIGENCE CLAUSE

A clause in a property insurance policy extending the policy to cover the peril of negligence; e.g. Inchmaree Clause.

NEGLIGENCE GENERAL AVERAGE CLAUSE - See "Jason Clause."

NEGOTIABLE INSTRUMENT

A document (such as a bank draft, promissory note, check, or bill of lading) transferable from one party to another in good faith, for a consideration.

NET TONNAGE - See "Tonnage."

NEW FOR OLD

Insurance coverage for repairs to a vessel to be accomplished employing new parts to replace old damaged parts without deduction for depreciation.

NEW JASON CLAUSE - See "Jason Clause."

NFFD (Not Fit For Duty) - See "Seaman's Rights and Remedies."

NO-CURE, NO-PAY

A form of salvage contract in which the salvor receives no payment if he or she fails to save any property, and is paid only if successful.

NON-DELIVERY

A loss in which an entire shipping package and its contents are missing at destination. Non-delivery does not include pilferage of cargo from a package where the package

itself is delivered.

NON-SEPARATION OF INTEREST AGREEMENT

Additional form required as General Average Security in the event cargo must be separated from the vessel and forwarded to destination by another vessel. Cargo owner's signature on this document preserves the vessel owner's maritime lien on cargo. See "General Average Security."

NON-VESSEL OPERATING COMMON CARRIER (NVOCC)

A cargo consolidator who buys a block of space from a carrier, divides it, and re-sells it to smaller shippers. The NVOCC issues Bills of Lading, publishes tariffs, and otherwise conducts itself as an ocean common carrier, except that it does not provide the actual ocean or intermodal transportation of cargo.

NOT FIT FOR DUTY (N F F D) - See "Seaman's Rights and Remedies."

NOTICE OF ABANDONMENT - See "Abandon / Abandonment."

NVOCC - See "Non-Vessel Operating Common Carrier."

OCEAN BILL OF LADING - See "Bill of Lading."

OCEAN SHIPPING REFORM ACT (1999) (OSRA)

This legislation further deregulates ocean shipping by permitting the parties to make service contracts confidential from disclosure to other shippers or carriers. A service contract essentially guarantees a minimum volume commitment from shippers in exchange for lower freight rates or better contract terms from carriers. The service contract may alter terms and conditions on nonnegotiable bills of lading.

OIL POLLUTION - See "Pollution Liability."

OMNIBUS CLAUSE

1. Phrase in the perils clause of cargo and hull policies that covers "All other perils, losses, and misfortunes" meaning perils of the same nature as those specifically described in the perils clause; known as doctrine of "ejusdem generis."
2. Clause in a yacht policy that affords other people the same protection as the Assured when they are operating the Assured's yacht with the Assured's prior permission.

ON BOARD - See "Aboard."

ON DECK CARGO

Cargo carried on the main deck of the vessel, or other spaces above the main deck; cargo carried on deck is subject to damage by wind, sea water, and being washed overboard. See "Deck Load Conditions."

OPA 90 (Oil Pollution Act of 1990) - See "Pollution Liability."

OPEN ACCOUNT

A trade arrangement in which goods are shipped to a foreign buyer without guarantee of payment.

OPEN POLICY

A cargo policy with no expiration date that provides automatic coverage of cargo shipments to or from an Assured in a specified trade at agreed rates, terms, and conditions. The marine and war policies are usually two separate open policies.

OPRC - See "Pollution Liability."

ORIGIN - See "Point Of Origin."

OS & D REPORT

A report documenting the condition of a cargo shipment as "Over, Short or Damaged" at unloading.

OSRA - See "Ocean Shipping Reform Act."

OUTBOARD

Outside the perimeter of the vessel's hull. See "Inboard."

OUTDRIVE – See "Inboard – Outboard."

OUT OF COMMISSION

A vessel without certain items of equipment or gear necessary for operation, such as batteries, fuel, water, navigational aids, etc. See "Port Risk" and "Laid-Up."

OWNER AD PRO HOC - (for this particular occasion)

Charterers of vessels who, for all intents and purposes, are the temporary owners of the vessel during the charter period. It is found in the LSHW (Longshoremen's and Harbor Workers' Act).

PA (Particular Average) - See "Average Clauses."

PACKING LIST

An itemized list of commodities shipped showing marks and numbers but no values.

PALLET

A low platform, usually wooden, on which several packages or pieces of cargo are stacked for efficient movement by a forklift or for storage; a skid. See "Cargo Packing" Appendix A.

PANDI - See "Protection and Indemnity."

PARTIAL LOSS

Any loss to cargo or a vessel that is less than a total loss. If the partial loss is directly caused by a peril insured against, it is a particular average loss. See "Particular Average."

PARTICULAR AVERAGE (PA)

A partial loss of the property insured (cargo or vessel) caused by a peril insured against, and which is not a General Average loss. See "Average Clauses" and "General Average."

PARTICULAR AVERAGE ADJUSTMENT / PA ADJUSTMENT

Cargo is insured at an agreed valuation; therefore, the surveyor establishes the percentage of damage to the goods which is then applied to the agreed value to determine the amount of claim. Where a percentage of damage cannot be agreed, it is common for the damaged goods to be sold. The amount of claim is then computed by determining the sound market value of the goods on the date of sale (as if undamaged), comparing it to the amount for which they were sold, thereby obtaining a percentage of depreciation which can be applied to the agreed value. See "Salvage Loss Adjustment."

PARTICULAR AVERAGE CLAUSES - See "Average Clauses."

PARTLOW CHART – See "Temperature Recording Devices."

PEAK VALUE

The market price of certain traded commodities is established on a daily basis in Commodity Markets. If a consignment of such a commodity is shipped, Peak Value represents the highest market value reached during the voyage. A Peak Value Endorsement establishes the highest value as the insured value of the commodity for that voyage.

PENNSYLVANIA RULE

A legal case against the vessel "PENNSYLVANIA" that has become a general point of law. The case held that where a vessel violates any statutory duty or navigational rule of the road, it must prove not only that the violation did not cause the collision, incident, or tort but could not have contributed to it in any way.

PERILS CLAUSE

The clause in a Marine Policy that specifies the risks or hazards insured against.

PERILS OF THE SEA

Fortuitous accidents or casualties, peculiar to transportation on navigable water, such as stranding, sinking, collision of the vessel, striking a submerged object, or encountering heavy weather or other unusual forces of nature.

PERILS ON THE SEA

Perils which are named and covered by the policy which are other than "Perils of the Seas"; e.g. fire, which is not a peril unique to the sea.

PHYTOSANITARY CERTIFICATE

A certificate issued by the U.S. Department of Agriculture to satisfy import regulations of foreign countries; indicates that a U.S. shipment has been inspected and found free from harmful pests and plant diseases.

P & I - See "Protection & Indemnity."

PIER

A fixed platform (usually on pilings) extending perpendicular to the shore over the water to provide access to vessels or boats. See "Wharf" and "Dock."

PIGGYBACK

A rail service in which intermodal containers are carried on rail cars with their truck trailer chassis' attached. See "Stacktrain" and "Container."

PILFERAGE

The theft of part or all of the contents from a shipping package where the package itself is delivered at destination.

PILOT

A navigator who is expert at navigating the waters of a particular port. Many ports require that vessels over a specified tonnage have a licensed Pilot take the vessel into and out of port.

PILOTHOUSE

The deckhouse which encloses the steering wheel, compass, and navigational equipment; and from which the helmsman steers the vessel. Also known as wheelhouse.

PITCH

1. The angle of a propeller blade to its axis.
2. Caulking material used as a sealant between planks of a wooden vessel.
3. See "Vessel Movement."

PLIMSOLL MARK - See "Load Line."

POINT OF ORIGIN

Location (City and Country) where a cargo shipment begins transit.

POLLUTION LIABILITY

Contamination of the water, land or air from oil, oil products, hazardous chemicals or effluent. Several pieces of legislation (listed chronologically below) have been enacted by the federal government and several states to control and assess penalties against those who pollute:

TOVALOP - 1968 (*Tanker Owners' Voluntary Agreement Concerning Liability for Oil Pollution*). An agreement subscribed by most of the world's tanker operators whereby they agree to reimburse governments for pollution clean-up costs in the event of an oil spill. Each member insures its potential liability under the agreement.

CRISTAL - (*The Contract Regarding an Interim Supplement to the Tanker Liability for Oil Pollution 1971*). Provides a fund supported by oil cargo owners to satisfy damages suffered by governments and individuals caused by an oil spill. The fund will pay a maximum of \$135 million. Participation in TOVALOP is a prerequisite for coverage under CRISTAL.

CERCLA - (*Comprehensive Environmental Response, Compensation and Liability Act of 1980*). Applies to the discharge of hazardous substances such as chemical waste, solid waste, garbage, biological materials, heat, discarded equipment and industrial waste, in addition to petroleum.

FWPCA - (*Federal Water Pollution Prevention and Control Act of 1990*) is part of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980.

OPA 90 - (*Federal Water Pollution Prevention and Control Act and Oil Pollution Act of 1990*). A federal law supplementing the Federal Water Pollution Prevention and Control Act (FWPCA) of 1971 setting stringent liabilities and criminal penalties for pollution in U.S. waters.

OPRC - (*The Oil Pollution Preparedness Response and Cooperation Convention*) was adopted by IMO (International Maritime Organization of the United Nations) in 1990 as a cooperative agreement between signatory nations to establish pre-positioned pollution response equipment and cooperate with equipment and manpower in the event of an oil spill.

POMERENE ACT - See "Carrier's Liability Acts (Ocean)."

PORT

1. The left side of the vessel or airplane when onboard facing the bow. It is so named because the rudder (steering oar) of early sailing vessels was located on the right side, making it impossible to dock the vessel with the right side facing the pier, so the left side had to face the pier and the port. Port was originally referred to as the "larboard" side, but that was confused with "starboard," so it was officially changed by order of the British Navy in 1844. See "Starboard."
2. A harbor with piers or docks where vessels load and unload cargo or passengers.
3. A large opening in a vessel's side for handling cargo and passengers. Automobiles are often loaded this way.

PORTAINER

A container crane.

PORT OF CALL

Port where a vessel loads or discharges cargo.

PORT OF ENTRY

Port where cargo is unloaded in an importing country.

PORT OF REFUGE

Nearest port available to a vessel in a storm or other emergency.

PORT RISK

Insurance on a vessel which is laid-up and out of commission, not navigating, and confined to the port area.

POWER TAKEOFF (PTO)

A device attached to an engine that supplies power to a stationary pump or other auxiliary equipment.

P P I (Policy Proof of Interest)

A notation on an insurance policy used to indicate that the policy itself is proof of an Assured's insurable interest in the property; no further proof of such interest need be submitted by the Assured to collect a covered loss. PPI policies are not written for parties who have no insurable interest in the property and who are gambling that there may be a loss, since gambling policies are illegal in all maritime countries. See "F I A ."

PRATIQUE

Clearance granted by a Health Officer certifying the vessel and crew to be clear of contagious diseases and releasing the vessel from quarantine. A foreign vessel must fly a yellow "Q" flag upon entering port and anchor in a designated anchorage until a local health officer grants clearance.

PREFERENCE CARGO

Government owned (e.g. defense) or subsidy cargo (such as A.I.D. shipments of grain) is required to be carried by U.S. flag carriers to help support the U.S. merchant marine and personnel. Refer to Cargo Preference Act of 1904 and 1954 (Public Law 83-664).

PRIMA FACIE

A fact presumed to be true so far as can be judged from the first disclosure, until disproved by some evidence to the contrary. A "clean" Bill of Lading is prima facie evidence of the apparent good order of cargo, i.e. cargo is presumed to be in good order when received by the carrier, and the burden is on the carrier to prove otherwise.

PRIMARY INSURANCE

The first layer of insurance on a risk. Excess policies can provide higher limits of coverage when stacked above the primary layer. See "Excess Insurance."

PRIVILEGED VESSEL - See "Stand-On Vessel."**PRIVITY**

Knowledge of a condition.

PROCESSING COVER

Endorsement that extends coverage of the Warehouse-to-Warehouse Clause to continue while the merchandise is being assembled or worked on.

PRO FORMA INVOICE

An invoice provided by a supplier prior to the shipment of merchandise, informing the buyer of the kinds and quantities of goods to be sent, their value and specifications (weight, size, etc.).

PROMPT NOTICE

Notification by an Assured to the insurance company or the company's representative within a reasonable period of time after the occurrence of a loss.

PROPELLER

The metal "wheel" or "screw" with two or more blades mounted at an angle to the hub. It is attached to the end of the propeller shaft and turns in the water providing a vessel with propulsion by pushing against the water. See "Shaft."

PROPORTIONATE FAULT

A method of apportioning liability for damages when two vessels collide, where each vessel's liability for the total damages (percentage) is based on that vessel's degree of fault or negligence for the collision. It replaced the doctrine of Divided Damages in the United States in 1975 (U.S. v. Reliable Transfer Co.) to agree with the custom and practice of the other maritime nations of the world. See "Divided Damages."

PROTECTION & INDEMNITY (P&I)

Insurance against the shipowner's third party legal liability for damage to property (such as cargo, harbors, docks, buoys, etc.), collision liability (insofar as such liability is not already covered under the Collision Clause in the hull policy), personal injury, and loss of life. Also known as "PANDI."

PROTEST - See "Master's Protest."

PROXIMATE CAUSE

Doctrine of "causa proxima non remota spectator," or that it is to be the direct, primary, and immediate cause of loss that is to be considered, and not the remote or incidental cause.

PULP TEMPERATURE

The temperature of the internal flesh of refrigerated commodities.

PUNITIVE DAMAGES

Damages in excess of the amount of the actual loss, that are awarded by the court as punishment of a defendant or to set an example for others. Also known as "exemplary damages" or "extra contractual damages."

QUARANTINE

A restraint placed on a vessel and all on board upon entering a port pending determination of the health conditions on board to protect the public from contagious diseases. During the quarantine period, the yellow "Q" flag is hoisted. See "Pratique."

QUAY (Pronounced "key")

A wharf or reinforced bank where vessels are loaded or unloaded.

RDC (Running Down Clause) - See "Collision Clause."

RE-COOPER / RE-COOPERAGE

To repair or replace damaged packaging and consolidate sound cargo during transit in order for the cargo to complete the voyage. It is so named after the cooper, whose work was making and repairing barrels and casks, which were used as shipping packages on early cargo vessels.

RECORD - See "American Bureau of Shipping."

RECOVERY

Amount received from a third party responsible for a loss on which a claim has been paid. See "Subrogation."

RED LABEL

A label on shipments of dangerous material requiring on-deck stowage.

RED LETTER CLAUSE

A clause printed in red on a contract to alert the parties to certain limitations and exclusions in the contract. The clause originated with ship repair contracts.

REEF

A ridge of rock or coral lying at or very close to the surface of the sea forming a barrier and hazard to navigation.

REEFER

Refrigerated container or cargo hold of a vessel. See page 100.

REINSURANCE

An arrangement between insurance companies, where one company (the ceding company) cedes a portion of a risk (policy, premium, and losses) to the other insurance company (the assuming company or reinsurer). Thus the risk of loss is spread and a disproportionately large loss under a single policy does not fall on one company. Reinsurers can be other insurance companies or companies specializing in reinsurance only.

There are two types of reinsurance:

1. **FACULTATIVE** - reinsurance of one particular risk (policy) where the reinsurer retains the right (faculty) to accept or reject each risk offered by the ceding company.
2. **TREATY** - reinsurance (usually written on an annual basis) of an entire class of business consisting of many policies, where the ceding company agrees to cede and the reinsurer agrees to assume all of the risks (policies) of a particular class of business.

When a ceding company places either facultative or treaty reinsurance, the reinsurance is usually placed on one of the following bases:

- **PRO RATA or QUOTA SHARE** - reinsurance in which the reinsurer shares a pro rata portion of the premium and losses of the ceding company on a fixed percentage basis; e.g. 25%, 30%, or some other percentage.
- **EXCESS OF LOSS** - reinsurance in which the reinsurer (subject to a specified limit) pays 100% of the losses of the ceding company in excess of a certain agreed limit (e.g. \$1,000,000. retention) either on a per risk basis or in excess of a certain aggregate of all losses of a particular type (e.g. \$10,000,000 for windstorm losses). It includes various kinds of reinsurance: catastrophe, per risk, per occurrence, and aggregate excess of loss.

RELEASE

A document signed by a third party claimant acknowledging receipt of a claim payment and agreeing to make no further claim.

REPATRIATION

Transporting a seaman from a foreign port back to the port where he or she signed on as part of the vessel's crew. See "Seaman's Rights and Remedies."

RESPONDENTIA

An ancient form of loan by the ship's master secured by the cargo. If the cargo arrived at destination, the loan was to be repaid; but if the cargo did not arrive, the borrower did not have to repay the loan. See "Bottomry Bond."

RIGGING

Collective term for all the ropes, lines, wires, chains, and rods used to support the masts, and move the spars and sails of a vessel.

RISK

A fortuitous peril or hazard; i.e. something that may happen, not something that is inevitable.

R.O.D. (Rust, Oxidation, and Discoloration)

An exclusion often used when insuring shipments of steel.

ROLL - See "Vessel Movement."**RO-RO** - See "Vessel Types" Appendix G.**RUB RAILS**

Superimposed heavy strips of wood or other material running the length of the vessel on the outside of the hull to protect the hull against impact and scraping damage.

RUDDER

A movable fin extending into the water (usually at the aft end of the vessel) used to steer the vessel.

RUNNING DOWN CLAUSE - See "Collision Clause."**RUNNING LIGHTS**

Various colored lights required by law on vessels underway between sunset and sunrise to distinguish its height, starboard from port, and stern from bow. Vessels at anchor use different lights.

RYAN/COX TAPE - See "Temperature Recording Devices."

SACRIFICE

The deliberate destruction or jettisoning of property to prevent greater loss. See "General Average."

SAID TO CONTAIN (STC)

A disclaimer on ocean bills of lading indicating that the ocean carrier did not verify the type, quantity, or condition of the cargo when the ocean carrier received the loaded and sealed container to transport.

SALVAGE

1. A contractual or voluntary service rendered by a third party for assistance at sea in saving vessel or cargo from peril.
2. The monetary award for rendering such service. See "Salvage Award."
3. Vessel or cargo which is saved from loss at sea.

SALVAGE AWARD

The sum awarded to salvors for saving property damaged or endangered in a maritime adventure.

SALVAGE CHARGE

The cost incurred by a third party in saving, preserving, and reclaiming cargo or vessel from a loss at sea.

SALVAGE LOSS ADJUSTMENT

Insurance company's adjustment of a constructive total loss cargo claim by paying the difference between the insured value and the salvage proceeds realized by selling the damaged cargo. See "Particular Average Adjustment / PA Adjustment."

SALVAGE VALUE

The estimated amount of money that could be realized by selling damaged property, cargo or the vessel.

SALVOR

1. A third party who saves or assists in the saving of a vessel or cargo from loss at sea.
2. A person or firm who arranges for the sale of distressed or damaged property.

SCREW - See "Propeller."

SCUTTLING

The deliberate sinking of a vessel by opening the sea valves, cutting holes through the hull, or otherwise admitting water into the vessel.

SDR - See "Special Drawing Rights."

SEA-BEE VESSELS - See "Vessel Types" Appendix G.

SEAL - See "Container Seal."

SEAMAN

A person employed on board a vessel whose labor contributes to the main objective of the vessel; a sailor or mariner, commonly excluding the officers of a ship.

SEAMAN'S RIGHTS AND REMEDIES

1. TRADITIONAL ENTITLEMENTS (based in general maritime law and the employment relationship)

General maritime law provides four remedies which are owed by the employer (not necessarily the vessel owner) to a seaman who shows that an illness or injury first manifested itself while working in the service of the vessel or subject to the call of the vessel. These "Entitlement" remedies are owed immediately without consideration of the fault or negligence of the employer / vessel owner or the unseaworthiness of the vessel:

1.1 MAINTENANCE - A daily living allowance for room and board (food and shelter) while the seaman is recovering ashore; the intent is to provide reasonable subsistence. A seaman is not entitled to receive maintenance while being provided with equivalent room and board, e. g. hospital inpatient, jail inmate, etc. Daily rates may vary from port to port, and rates in union contracts are enforceable. A typical maintenance rate is \$20. - \$40. per day.

1.2 CURE - Best available medical care for treating a sick or injured seaman in or out of a hospital, including the reasonable and necessary cost of doctors, nurses, hospital, medicine, rehabilitation, transportation for medical treatment, and repatriation (see below).

NOTE: Maintenance and Cure are owed until the seaman recovers and is fit for duty, or until maximum cure is reached, whichever occurs first. **MAXIMUM CURE** is reached when a seaman receives the maximum benefit of medical treatment, no further improvement of the seaman's condition is achieved, the condition appears incurable, or any further treatment will merely relieve pain and suffering, but will not improve the medical condition. When maximum cure is reached, the seaman's medical condition is declared to be permanent and stationary, and the employer's / vessel owner's obligation to pay Maintenance and Cure ends; if a relapse occurs the obligation may resume.

continued on the next page

Seaman's Rights and Remedies - continued

1.3 UNEARNED WAGES - Wages that would have been earned after the illness or injury until the end of the voyage. This amount could include "tips" or a share of the "catch." The end of the voyage depends on the particular case, and may be the end of the season for which the seaman was hired, or until the next regular pay period if the seaman was salaried.

1.4 REPATRIATION - Transporting a seaman from a foreign port back to the port where he or she signed on as part of the vessel's crew.

2. ADDITIONAL REMEDIES (based in general maritime law and statutes)

A seaman also has remedies available to him or her for recovering damages (money) in addition to the "Entitlements" above. The seaman must prove Jones Act statutory negligence of the employer / vessel owner or unseaworthiness of the vessel to receive additional damages under these remedies. Pursuing the additional remedies usually involves attorneys, lawsuits, and even trials if negotiations between the seaman and the employer / vessel owner fail to produce an agreed settlement. The two additional remedies are:

2.1 JONES ACT STATUTORY NEGLIGENCE OF THE EMPLOYER (not necessarily the vessel owner). A seaman must prove Jones Act statutory negligence of the employer / vessel owner, its agents, servants, or employees caused a seaman's illness or injury in order to receive damages. Any causal connection, no matter how slight allows the seaman to recover.

2.2 UNSEAWORTHINESS OF THE VESSEL. Under general maritime law, a vessel owner owes an absolute duty to a seaman to provide a seaworthy vessel reasonably fit for its intended use, and that duty cannot be delegated to anyone else. A seaman must prove his or her illness or injury was caused by the unseaworthiness (defective condition) of the vessel, its equipment, or its crew in order to receive damages; this requirement is not dependent on the vessel owner's negligence.

Comparative negligence of the seaman does not bar recovery under either "Additional" remedy; it merely reduces the amount of damages recoverable. Under either additional remedy, a seaman can recover for pain and suffering, lost income, future loss of earning capacity, medical expenses, and any other reasonable damage or loss resulting from the Jones Act statutory negligence of the employer / vessel owner or the unseaworthiness of the vessel. The seaman can, and usually does, claim for both of these additional remedies. There is no limit to the amount of damages the seaman can recover from the employer / vessel owner for these additional remedies, but there is a limit to the amount of coverage that is available to the vessel owner under its P&I insurance policy for these claims.

SEAWORTHY

The sound condition of a vessel's hull and equipment, machinery, crew, and stowage of cargo, so it is reasonably fit to successfully meet all the varying conditions of sea, wind, and weather normally to be expected on the intended voyage.

SED (Shipper's Export Declaration)

SETTLEMENT CONFERENCE - See "Alternative Dispute Resolution."

SETTLING AGENT

An insurance company's representative in a foreign country who is authorized to settle claims and make payment on behalf of the insurance company.

SEWERAGE

1. A system of sewer pipes and drains for the removal of water and waste material.
2. Sewage; waste material.

SHAFT

The tailshaft (or drive shaft) that transmits power from the engine to the vessel's propeller.

SHIP

A general term for a large seagoing vessel of considerable size. It is not the type, construction, rig, machinery, equipment, or means of propulsion that makes a ship, but rather the purpose of marine transportation (either military or commercial). Pleasure vessels are called "yachts." A ship becomes a subject of admiralty jurisdiction from the moment its keel first touches the water. See "Vessel Types" Appendix G.

SHIP CHANDLER

An individual or company selling equipment and supplies for vessels.

SHIPPER

The consignor (usually the seller) who tenders the goods to a carrier to transport to the consignee.

SHIPPER'S INSTRUCTIONS

The consignor's instructions to its agent and/or transporters of cargo. The instructions may be varied; e.g., specific details/clauses to be printed on the B/L, directions for cargo pickup and delivery.

SHIPPER'S LOAD AND COUNT (SL&C)

Notation on a bill of lading indicating that the contents of a container were loaded and counted by the shipper; i.e. not checked or verified by the transporter.

SHIP'S BELLS

1. The ringing of a bell makes an audible signal to mark time of the watch on board ship. One bell sounds for each half hour starting at the commencement of the watch. One bell means 12:30, two bells mean 1:00, three bells mean 1:30, and so on until 4:00 (eight bells). At 4:30 the cycle begins again with one bell.
2. Each vessel must carry a bell to sound when the vessel is anchored in fog.

SHIP TYPES - See "Vessel Types" Appendix G.

SHOAL

Any place in a sea, river, etc. where the water is shallow and difficult to navigate.

SHRINK WRAP

Polyethylene or similar substance heat-treated and shrunk around several units, thereby securing them as a single unit on a pallet. See page 104.

SIGHT DRAFT - See "Draft."

SIGHTING THE BOTTOM

Examining the underside of a vessel.

SILVER NITRATE

A chemical used by cargo surveyors to test for the presence of salt (sea) water.

SINKING

A vessel which loses buoyancy and descends until it rests on the bottom or submerges as far as it can under the surface of the water. It is not necessary that it disappears entirely beneath the surface, since a vessel may sink in shallow waters and still have its superstructure exposed.

SISTER

1. To double a structural component of a vessel to increase its strength; e.g. the doubling of the ribs in the structure of a ship when one is broken or cracked.
2. Resembling another object in form, size, or design; e.g. sister ships.

SISTERSHIP CLAUSE

In the event of a collision between two vessels owned by the same Assured, this clause in the hull policy confers on the Assured the same rights as if the two vessels were separately owned and separately insured.

SKEG

The aft section of the keel.

SKIDS

A pair or series of parallel runners, fitted beneath boxes or packages to raise them clear of the floor to permit easy access of forklift blades or other handling equipment. See "Pallet."

SKIFF - See "Vessel Types" Appendix G.

SLACK WATER - See "Tides."

SL & C - See "Shipper's Load & Count."

SLOOP - See "Vessel Types" Appendix G.

SLOPS

Material collected after such operations as stripping, tank washing, or dirty ballast water separation. It may include oil, free water, suspended sediment and suspended water and is usually contained in a tank or tanks permanently assigned to hold such material. Also known as "Bilge Water."

SMALL CRAFT WARNINGS

A system of flags displayed during the day and lights shown at night at prominent locations in a harbor to warn mariners of anticipated weather conditions and wind strength. See "Weather Warnings" Appendix D.

SOUND

1. Undamaged condition of cargo or a vessel, i.e. sound condition.
2. To measure the depth of water in which the vessel is sailing or the amount of liquid in a tank.
3. A long narrow body of water connecting two larger bodies of water, e.g. Puget Sound.

SOUTH AMERICAN CLAUSE

A clause in a cargo policy defining when coverage terminates on shipments to South America. On such shipments, this clause overrides both the Warehouse to Warehouse Clause and the Marine Extension Clauses (MEC) and extends coverage after discharge from the overseas vessel.

Coverage ends when one of the following first occurs:

- When the cargo is delivered at the final warehouse at the destination named in the policy, or
- 60 days after discharge from the overseas vessel, or
- 90 days after discharge from the overseas vessel on shipments via the Magdalena River.

See "Warehouse to Warehouse Clause."

SPARS

A general term for pieces of rounded wood or metal used on vessels to support its rigging, principally as masts and booms.

SPECIAL CARGO POLICY

A stand-alone cargo policy covering a specific shipment for one voyage or trip. It is the complete policy and not subject to the terms and conditions of an open cargo policy, even if issued in conjunction with an open cargo policy. It is used when evidence of insurance is required, especially by a bank issuing a letter of credit. See "Certificate of Insurance."

SPECIAL DRAWING RIGHTS (SDR)

An international monetary unit used to measure and compare the changing market values of currencies of member countries of the International Monetary Fund. It is equal to the market value of currencies of the 5 member countries: U.S. dollar, French franc, German mark, Japanese yen, and British pound sterling.

SPINNAKER

A large colorful triangular sail on a sailboat which is used when running before the wind, usually when racing.

SPOILS

Material dredged from the bottom of a river or harbor; dredge spoils.

SPONTANEOUS COMBUSTION

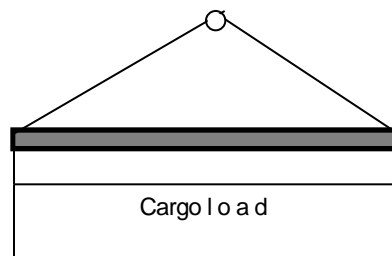
Self ignition of combustible material by the internal development of heat, without the action of an external cause. See also "Fire."

SPOTTING

Locating a container or railcar in a designated place to be loaded or unloaded.

SPREADER

1. A horizontal steel beam which is attached to a crane wire and is used to spread lifting wires apart so they are vertically aligned to lift cargo safely and efficiently without bending or flexing.



Spreader bar

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2. Spreaders used for lifting containers have 4 remotely operated twist locks to attach to the corners of the container.
3. A bar on the mast of a sailboat used to keep lines apart and taut.

SPRING LINE

A docking line led forward or aft at an angle to the vessel to prevent forward or aft movement of the vessel.

SR & CC WARRANTY (Strikes, Riots & Civil Commotions)

A clause in marine insurance policies that excludes liability for losses caused by the acts of strikers, locked-out workers, or persons taking part in labor disturbances or riots or civil commotions or for losses which are directly caused by persons acting maliciously. This coverage may be restored to the policy by means of the S R & C C Endorsement, for an additional premium.

STABILITY - See "Vessel Stability."**STACKTRAIN**

A rail service in which intermodal containers are loaded two-high on railcars. Truck trailer chassis' are NOT transported with the containers. See "Piggyback" and "Container."

STAND-ON VESSEL

When meeting another vessel, the vessel with the right of way under the navigational rules; formerly called "privileged vessel." See "ColRegs" and "Give-way Vessel."

STARBOARD

The right side of a vessel or airplane when onboard facing the bow. The word is derived from "steer board" referring to a steering board or oar located on the right side amidships (rather than at the stern) of early sailing ships, which was used as a rudder. See "Port."

STATUTE OF LIMITATION

A law limiting the time in which claims or lawsuits may be filed.

STC - See "Said To Contain."**STEM**

The vertical part of a vessel's bow between the waterline and the main deck where the sides of the vessel come together. Most stems are angled forward to increase buoyancy as the vessel dips through the waves, but some older vessels (e.g. "TITANIC") were designed with a plumb (i.e. straight up and down) bow.

STERN

The rear or aft part of a vessel, opposite the bow.

STERN DRIVE – See "Inboard – Outboard."

STEVEDORE

1. A company that employs longshore workers to load or unload vessels.
2. Can also refer to a person who loads or unloads a vessel; a longshore worker.

STEVEDORING

The act of loading or unloading cargo from vessels.

STORES

Consumable supplies carried aboard a vessel for use during the voyage; e.g. provisions for the crew and fuel for the engine.

STORM

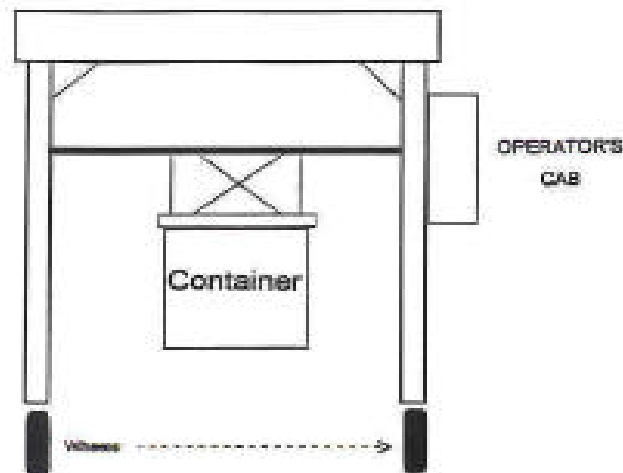
A general term for strong winds accompanied by rain, snow or other violent weather conditions. Storms originating at sea are known by different names in different areas of the world: see "Hurricane," "Typhoon," and "Cyclone." Other local names for storms having their origin over land: "Tornado"; "Williwaw"; and some local ones: "Willy-Willy" in Australia, Baguio and the Philippines; "Cordonazo" in Mexico and the west coast of Central America; "Mistral" in the Mediterranean; "Monsoon" and "Dafeng" in China. See "Weather Warnings" and "Beaufort Wind Scale" Appendix D.

STOWAGE

The placement of cargo aboard the vessel. See page 106.

STRADDLE CARRIER

A mobile 4-wheeled vehicle which straddles a container and lifts and transports it to and from the vessel within the container yard.



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STRAIGHT BILL OF LADING - See "Bill of Lading."

STRANDING

The grounding of the vessel, causing it to remain fast for an appreciable length of time. Mere contact of the vessel with the bottom without losing momentum and proceeding on course is commonly termed as "touch-and-go" and is not considered a stranding.

STRIKES COVER - See "SR & CC Warranty."

STRIPPING

To unload cargo from a container; devanning.

STUFFING

To load cargo into a container.

SUBROGATION

The transfer of the Assured's right of recovery to the insurance company after payment of a claim. The insurance company steps into the shoes of their Assured (usually the cargo owner) and pursues recovery from any third parties responsible for the loss.

SUBROGATION RECEIPT

A document signed by the cargo owner acknowledging receipt of payment of a claim, and assigning its rights of recovery (against any third party) to the insurance company.

SUBSCRIPTION POLICY

A policy issued on behalf of two or more insurance companies who "subscribe" to a stated percentage of the coverage. In the event of default of any of them, each company is only liable for its stated portion of the risk and not that of any other insurer. Also known as a "Joint Policy." This is not reinsurance. See "Coinsurers."

SUBSTITUTED EXPENSES

Expenses incurred to prevent or reduce a loss for which the insurance company would have been liable.

SUE AND LABOR

Action of the Assured or its representative to prevent or minimize loss or damage to insured property for which an insurance company would be liable. The Assured is required by the insurance policy to take this action so as not to jeopardize the insurance claim. See "Sue and Labor Clause."

SUE AND LABOR CLAUSE

The clause in a marine policy requiring the Assured, in the event of a loss, to act as a prudent uninsured to prevent or minimize damage by taking steps to save and preserve the property from further loss or damage. The clause provides that charges or expenses reasonably incurred in preserving the property are recoverable from the insurance company, if the loss itself is recoverable.

SUMMARY JUDGMENT

A ruling by a judge that there is no genuine issue of material fact and that the party bringing the motion is entitled to prevail as a matter of law.

SUPERSTRUCTURE

The structure above the main deck of a vessel.

SURGE - See "Vessel Movement."

SURVEY

An inspection report issued by a marine surveyor to show the condition of cargo, vessel, or other maritime property, either before or after a loss.

SURVEYOR

A marine specialist who inspects cargo, vessels, and other maritime property to determine:

1. The condition and/or value of property. Condition can include adequacy of packing, stowage aboard the vessel, and/or towage arrangements. The surveyor is not an insurance company loss adjuster, but an independent expert who acts without prejudice to the parties involved.
2. The cause, nature, and extent of damage and recommended methods of repair and/or replacement. The surveyor is not an adjuster, and all actions are without prejudice to the insurance policy terms and conditions.

SWAY - See "Vessel Movement."

SWEAT DAMAGE

Cargo damage caused by water condensing from humid air inside a container or hold of a vessel due to a drop in the outside temperature.

TACKLE

A system of ropes and lines (tackle) and pulleys (block) used to gain mechanical advantage to move heavy objects or rigging; collectively called "running rigging." Sometimes it is pronounced "taykle."

TAIL SHAFT - See "Shaft."

TARE WEIGHT

The weight of packing material, container, vehicle, etc., i.e. everything except the cargo. The tare weight is deducted from the total weight to calculate the weight of the cargo load being transported.

TARIFF

A publication setting forth the conditions, charges, rates, and rules of transportation companies for carrying cargo.

TEMPERATURE RECORDING DEVICES

- **BUILT-IN TEMPERATURE RECORDER (PARTLOW)**
The temperature recording device that is part of a reefer container's cooling equipment. During transit, the temperature of the air coming out of the cooling equipment, before it enters the cargo container, is continuously recorded on a round chart, i.e. the Partlow chart. As the equipment cycles on and off (just like a home refrigerator) "peaks" and "valleys" are produced on the chart as the output is recorded. The chart is in the possession of the carrier before, during, and after the voyage.
- **PORTABLE TEMPERATURE RECORDER (RYAN, COX and other brands)**
A battery powered self-contained temperature recording device that is independent of a reefer container's cooling equipment. One or more units are placed in a container (usually by the supplier) when the cargo is loaded. During transit, the temperature of the air inside the cargo container is continuously recorded on a roll of paper, e.g. the Ryan tape. When the cargo is unloaded at its final destination, the unit is removed by the consignee, who usually opens the unit and removes the tape. The unit can be sent to the manufacturer for testing and authentication of its accuracy.

TENDER

1. A small boat. See "Vessel Types" Appendix G.
2. To offer for acceptance; e.g. as tender of abandonment of property or the tender of defense of a lawsuit.
3. To offer goods for transportation or to make railcars, trucks or containers available for loading or unloading of cargo.

TERMINAL

A large open storage area adjoining a wharf, pier, or runway for loading or unloading dry, bulk, or container cargo from vessels or aircraft to trucks or railcars.

TERMS OF SALE - See Appendix F.

TEU (Twenty-foot Equivalent Unit)

A standard size designation of an ocean cargo container, since the early containers were 20 feet in length. Later containers were 40 feet in length and were sized by their cargo carrying capacity in terms of 20 foot units; i.e. a 40 foot container is the equivalent of two 20 foot containers; 1 FEU = 2 TEU's. Vessels are sized by the number of containers of a certain size they can carry; i.e. the number of TEU's or FEU's.

THIEVES

Persons stealing property. See "Assailing Thieves."

THIRD PARTY

A person or company outside the two parties to a contract; e.g. someone other than the Assured or the insurance company.

THWARTSHIP – See "Transverse."

TIDES

The alternating rise and fall of the oceans of the world (usually twice a day) as they react to the gravitational attraction between the earth and the sun and the moon. Tides are made up of two components: the height of the water and the flow of the current as the height changes. No two tides are the same height.

Some of the more common terms to describe various stages of tide are:

- **RIISING TIDE** - the vertical movement of water as the current flows in towards land.
- **FALLING TIDE** - the vertical movement of water as the current flows out from land.
- **CURRENT** - the horizontal movement of water which leads to the rise and fall in the level of water.
- **FLOOD TIDE** - the horizontal flow of water (current) towards the land. (This is the opposite of wind direction which is expressed in the direction the wind is blowing from).
- **EBB TIDE** - the horizontal flow of water (current) out to sea.
- **SLACK WATER** - the brief time when the current is not in motion as it reverses between flood and ebb and vice versa.
- **HIGH TIDE** or **HIGH WATER** - when the water reaches its greatest height in the tidal cycle.
- **LOW TIDE** or **LOW WATER** - when the water reaches its lowest height in the tidal cycle.
- **SPRING TIDES** - Tides which have the greatest range between low water and high water. This usually occurs once a month when the earth, sun, and moon are aligned and results in the greatest amount of current.
- **NEAP TIDES** - Tides which have the least range between low and high water. This usually occurs once a month when the earth, sun, and moon are out of alignment and results in the least amount of current.

TIME CHARTER - See "Charter Party."

TIME POLICY

A policy covering the subject matter for a specified period of time.

TIME ZONES - See Appendix C.

TLO - See "Total Loss Only."

TONNAGE (Vessel)

- **DEADWEIGHT TONNAGE** - Actual weight in tons (2240 lbs.) of cargo, stores, fuel, passengers and crew that can be carried by a vessel when fully loaded to summer load line mark. See "Loadline."
- **DISPLACEMENT TONNAGE** - Weight of water in tons (2240 lbs.) that a vessel displaces either empty or loaded.
- **GROSS TONNAGE** - The total capacity in cubic feet of all the spaces within the hull and the enclosed spaces above the deck available for cargo, stores, fuel, passengers and crew. One gross ton equals 100 cubic feet of capacity.
- **NET TONNAGE** - Cargo carrying capacity of a vessel; i.e. gross tonnage of a vessel less spaces used for stores, fuel, passengers, crew, navigation and propulsion machinery. One net ton equals 100 cubic feet of cargo capacity.

TOPSIDES

The upper part of a vessel's sides, from the waterline to the rail.

TOTAL LOSS (TL)

1. **ACTUAL TOTAL LOSS** - Total loss of a vessel or cargo when the property is completely lost or destroyed due to one of the following:
 - **PHYSICAL DESTRUCTION** - e.g. plywood being totally consumed by fire.
 - **IRRETRIEVABLE DEPRIVEMENT** - the owner of the property is deprived of the use of the property even though it is still intact and undamaged; e.g. a shipment of silver ingots is lost overboard; even though they still exist and are undamaged at the bottom of the ocean, they are irretrievably lost.
 - **LOSS OF SPECIE** - changes in the character of the property so that it ceases to be the thing shipped; e.g. bags of cement wetted by sea water and hardened into concrete.
 - **VESSEL LOST** - a vessel (and its cargo) is posted "missing" at Lloyd's and is considered an actual total loss, even though there is no evidence of it sinking.

continued on the next page

TOTAL LOSS – continued

2. **CONSTRUCTIVE TOTAL LOSS (CTL)** - A vessel or cargo is so damaged that an

actual total loss is inevitable, or the part or remnant remaining can only be recovered and repaired at a cost exceeding the insured value of the property.

3. **COMPROMISED (OR ARRANGED) TOTAL LOSS** - A negotiated total loss settlement between the property owner and the insurance company under unusual circumstances, e.g. a vessel owner accepts a settlement of less than the face value of the hull policy and retains title to the vessel.

TOTAL LOSS ONLY (TLO)

An insurance policy covering ONLY the total loss of a vessel, cargo, or other property from an insured peril. A partial loss, even from an insured peril, is NOT covered by the Total Loss Only policy.

TOUCH & GO - See "Stranding."

TOVALOP - See "Pollution Liability."

TOWER'S LIABILITY

A tug boat owner's legal liability arising out of the operation of tug boats towing or pushing barges or other vessels. (Pronounced toe ers, not as in radio tower.)

TPND (Theft, Pilferage, and Non-Delivery)

Theft, pilferage and non-delivery of cargo.

TRACTOR

A self-propelled vehicle used for pulling one or more detachable trailers on a highway; as in "tractor-trailer" combinations. Sometimes it is called a truck tractor or highway tractor to differentiate it from a farm tractor. See "Tractor Tug" in "Vessels Types" Appendix G.

TRADE LOSS

Commodities shipped in bulk are subject to natural shrinkage and evaporation. A trade loss is the percentage of that particular commodity normally lost during the voyage, and is therefore not a fortuitous loss. When insuring such commodities, insurance companies usually apply a deductible equal to the normal percentage (commonly _%) lost, in order to avoid paying inevitable losses.

TRADING WARRANTIES

The geographical scope of a vessel's operation stated in an insurance policy; navigating limits.

TRAILER

The detachable part of a truck that is pulled by the tractor, usually consisting of a wheeled chassis and a cargo container; e.g. tractor-trailer combination. See page 99.

TRAMP STEAMER

A vessel maintaining no regular schedule, calling at any port where it may be able to

pick up available cargo. See "Liner."

TRANSOM

The vertical portion of a vessel's stern, connecting its sides, bottom, and decks.

TRANSSHIPMENT (Transshipment)

The transfer of cargo from one vessel or conveyance to another for further transit to complete the voyage and carry the cargo to its ultimate destination; e.g. a connecting carrier.

TRANSTAINER

A large wheeled vehicle used to lift and move containers around a container yard. See "Straddle Carrier."

TRANSVERSE

Across the width of a vessel; athwartship.

TREATY - See "Reinsurance."

TRIM

To adjust sails, rigging, or cargo to balance a ship to achieve optimum performance.

TRIMARAN - See "Vessel Types" Appendix G.

TSUNAMI

A tidal wave caused by an earthquake under the sea. See "Storm."

TUG - See "Vessel Types" Appendix G.

TUMBLEHOME

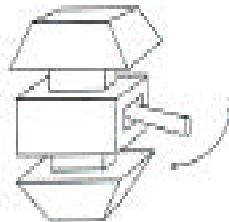
An inward curve of the sides of a vessel.

TURNAROUND

In water transportation, the time needed for a vessel to dock, discharge cargo, refuel, service machinery, make incidental repairs, load new cargo, and depart. See "Demurrage."

TWIST LOCK

A metal locking device with a rectangular cone-shaped top and bottom that is inserted into each of the four corner posts of a container and is turned or twisted to lock the container to the spreader for lifting to or from the vessel deck or to or from another container. See "Corner Post" and "Spreader."



TWIST LOCK DEVICE

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TYPHOON

A tropical cyclone with winds of 74 mph or greater in the China Seas and the Northwest Pacific Ocean. See "Storm."

UBERRIMAE FIDEI (pronounced Oo ber ee may fee day) - See "Utmost Good Faith."

ULCC (Ultra Large Crude Carrier) - See "Vessel Types" Appendix G.

ULLAGE

The unfilled portion of a drum or tank.

ULTIMATE NET LOSS

The total paid on a claim including expenses.

UNCLAIMED FREIGHT

Cargo that has not been picked up by the consignee, and may be subject to demurrage or late charges.

UNDER DECK

The spaces below the maindeck of a vessel.

UNDER INSURANCE

Insurance effected for less than the value of the property at risk.

UNDERLYING INSURANCE

All insurance policies below a particular layer of excess insurance. See "Primary Insurance" and "Excess Insurance."

UNDISCOVERED LOSS CLAUSE

A cargo insurance clause providing coverage for losses that are not discovered until boxes are opened after the termination of the risk. See "Concealed Damage."

UNEARNED WAGES - See "Seaman's Rights and Remedies."

UNITIZATION / UNIT LOAD

The consolidation of a quantity of individual items into one large shipping unit (usually on a pallet) for easier handling. See Appendix A.

UNIVERSAL TIME (U T C) (Universal Time Coordinated)

Divides the world into 24 time zones, the same as Greenwich time, but the hours are expressed using the 24 hour clock, i.e. military time (1400 = 2 p.m.). See "Time Zone Map" Appendix C.

UNSEAWORTHY - See "Seaworthy."

UTC - See "Universal Time."

UTMOST GOOD FAITH (Uberrimae Fidei)

A basic principle of insurance is that the Assured and his or her broker must disclose and truly represent every material circumstance to the insurance company before a risk is accepted for coverage. Marine insurance contracts demand the utmost good faith in disclosing all information that may possibly influence the judgment of the insurance company because the vessel or cargo may be in some far off place in the world, not subject to inspection or verification. It goes beyond the ordinary requirement that there be no actual fraud, which is implied in all contracts. A breach of good faith entitles the insurance company to void the contract. See "Lost or Not Lost."

VALUATION CLAUSE

The clause in the Marine Policy that contains a consistent basis of valuation agreed upon by the Assured and the insurance company and which establishes the insured value of the cargo or vessel when the insurance attaches. See "Dual Valuation clause."

VALUED POLICY

A policy in which the insured value of the property insured has been agreed between Assured and insurance company when the policy attaches rather than after a loss has occurred; as opposed to an Actual Cash Value policy.

VANNING

The loading of cargo into a container or van.

VENTILATED CONTAINER

A container designed with openings in the side and/or end walls to permit the exchange of inside and outside air when the container doors are closed.

VENTURE - See "Adventure."

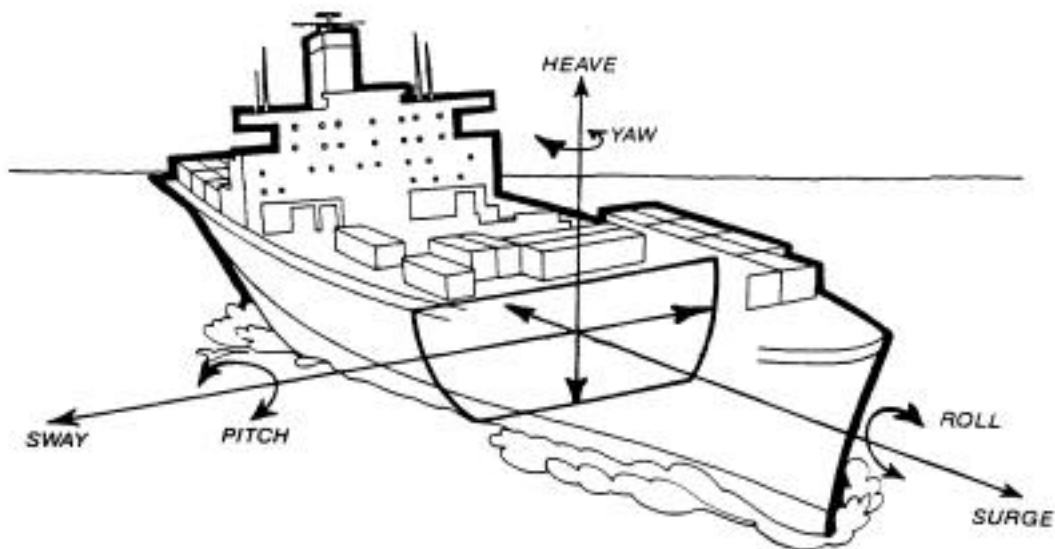
VESSEL

Watercraft of every description used as a means of transporting people or cargo from place to place on navigable waters. See "Vessel Types" Appendix G.

VESSEL MOVEMENT (caused by the action of the waves as the vessel moves through the water)

A vessel at sea may move in six different directions at the same time:

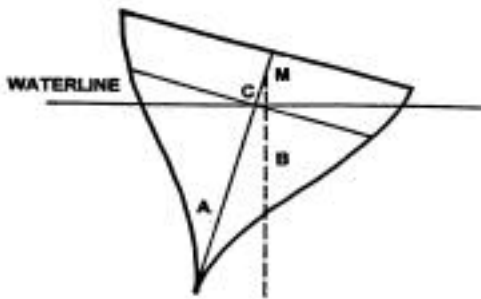
1. **HEAVE** - Rise or fall of the entire vessel.
2. **SURGE** - Forward or aft movement of the entire vessel.
3. **SWAY** - Sideways movement of the entire vessel.
4. **PITCH** - Rise and fall motion (bow and stern) on the width center axis.
5. **ROLL** - Side to side (port and starboard) rocking motion on the length center axis.
6. **YAW** - Port and starboard twisting motion on the vertical center axis.



VESSEL STABILITY

The tendency of a floating vessel to return to its original upright position of equilibrium after being tipped by the forces of wind and sea. In order to maintain its stable upright position a vessel's Center of Gravity must lie vertically below its Metacenter on the Center of Buoyancy line.

- **CENTER OF GRAVITY** - The central point around which the total mass or weight of a vessel and its cargo is evenly distributed and balanced. The point at which all of the downward forces of a vessel's weight can be considered to act. If the Center of Gravity is low the vessel is "stiff." If the Center of Gravity is high the vessel is "tender" and tends to roll more in the waves. If the Center of Gravity is too high the vessel's stability decreases and it could capsize. The Center of Gravity is "C" on the diagram below.
- **CENTER OF BUOYANCY LINE** - The vertical line at which all of the upward forces of the water's support (buoyancy) can be considered to act. The center plane of a vessel; "A" on the diagram below when it is floating upright, and "B" when slightly tipped.
- **METACENTER** - The highest point to which the Center of Gravity may rise and still permit a vessel to have positive stability; "M" on the diagram below. The Metacenter must be above the Center of Gravity, or the vessel would be top-heavy and capsize.



C - Center of Gravity (point)

A - Center of Buoyancy Line of a floating vessel

B - Center of Buoyancy Line when a vessel is tipped

M - Metacenter (point) at the intersection of verticals MA and MB

VOLUNTARY SETTLEMENT CONFERENCE (VSC) - See "Alternative Dispute Resolution."

VOYAGE

1. A vessel's journey by sea from one port to another. A "round voyage" would be a vessel's journey from its Home Port through all of its Ports-of-Call and return to its Home Port.
2. The journey of cargo from its point of origin to its final destination.

VOYAGE CHARTER - See "Charter Party."

VSC (Voluntary Settlement Conference) - See "Alternative Dispute Resolution."

WA (With Average) - See "Average Clauses."

WAREHOUSE

A place for the shipment, delivery, consolidation, distribution, or storage of cargo. See "Terminal" and "Go Down."

WAREHOUSE ENDORSEMENT

An endorsement that may be added to the Marine Cargo Policy to provide coverage on cargo while being stored.

WAREHOUSE TO WAREHOUSE CLAUSE

A clause in a cargo policy defining when coverage attaches and terminates.

Coverage attaches when the cargo leaves the warehouse at the place named in the policy, and continues during the ordinary course of transit after discharge at the final port.

Coverage ends when one of the following first occurs:

- When the cargo is delivered at the final warehouse at the destination named in the policy , or
- 15 days after discharge if the final destination is within the port, or
- 30 days after discharge if the final destination is outside the port.

See "Ambit" and "Marine Extension Clauses."

WARRANTY

An undertaking in which the Assured promises to comply with certain conditions. Non-compliance constitutes a breach of warranty and the insurance company is discharged from liability from the date of the breach.

- **EXPRESSED WARRANTY** - An agreement written in the policy that the Assured must strictly and literally comply with. A violation thereof voids the insurance; e.g. trading warranties.
- **IMPLIED WARRANTY** - Fundamental conditions implied in a contract of marine insurance: 1.) Seaworthiness of the vessel; 2.) Legality of the adventure.

WAR RISKS

Those risks related to two (or more) belligerents engaging in hostilities, whether or not there has been a formal declaration of war. Such risks are excluded by the F.C. & S. (Free of Capture and Seizure) Warranty, but may be covered by a separate War Risk Policy, at an additional premium.

WATERCRAFT - See "Vessel" and "Vessel Types" Appendix G.

WAYBILL

A document prepared by a transportation company (usually a trucker or airline) as a receipt for the cargo at the point of shipment; showing point of origin, destination, route, consignor, consignee, description of shipment, and amount charged for the transportation service. It is forwarded with the shipment or sent by mail to the agent at the transfer point or waybill destination. Unlike an ocean bill of lading, a waybill is NOT a document of title and is NOT a negotiable document.

WAYS

The framework on which a vessel is built and from which it slides into the water upon launching.

WEAR & TEAR

The ordinary wearing away of the various parts of a vessel, machinery, and equipment through use. Such damage is not accidental in nature, but is inevitable.

WEIGHTS AND MEASURES - See Appendix E.**WHARF**

A fixed platform (usually on pilings) built parallel to the shore to which vessels tie up to load or unload cargo or passengers. (A pier is a similar structure but is built perpendicular to the shoreline.) See "Pier" and "Dock."

WHARFAGE

Fees charged to cargo and vessels for using a wharf or pier.

WHARFINGER

The owner or operator of a wharf.

WHEEL

1. A vessel's propeller. See "Propeller."
2. The steering wheel of the vessel used to move the rudder.

WHEELHOUSE - See "Pilothouse."**WINCH**

A rotating cylinder used for pulling rope or line. See "Capstan."

WITHOUT BENEFIT OF SALVAGE

A clause in an insurance policy in which the insurance company agrees that, in the event of loss or damage, salvage which may be realized from the property involved shall not be deducted from the claim.

WITHOUT PREJUDICE

1. A notation in a report to indicate that the opinion is objective and unbiased to any interested party involved.
2. A claim paid "without prejudice" to the policy terms and conditions. Payment is made without admission of liability, where doubt exists that the claim is recoverable, and payment does not set a precedent for recovering future claims.

W P A (With Particular Average) - See "Average Clauses."

WRECK

A vessel so battered, broken or destroyed by a storm, fire, grounding or other disaster that it is without further use as a vessel; a shipwreck. See "Total Loss."

YARD

A place of construction, repair, and/or storage of vessels; e.g. a dockyard, boatyard, shipyard, or repairyard.

YAW - See "Vessel Movement."

YORK-ANTWERP RULES (Y.A. Rules)

An international code for adjusting General Average claims on a uniform basis.

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APPENDIXES

A. CARGO PACKING

- CONTAINER TYPES Page 98
- PACKAGE TYPES Page 102
- A BASIC GUIDE TO PACKING Page 106

B. SEA LANGUAGE ARTICLES

- “SEA LANGUAGE WASHES ASHORE” Page 121
- “WORDS that WALKED the PLANK” Page 128

C. TIME ZONES of the World

- Introduction Page 134
- World Map Page 135

D. WEATHER WARNINGS

- BEAUFORT WIND SCALE Page 136
- HURRICANE SCALE Page 137
- WEATHER ADVISORIES Page 137

E. WEIGHTS AND MEASURES and Conversion Tables

Page 138

F. CARGO TERMS OF SALE

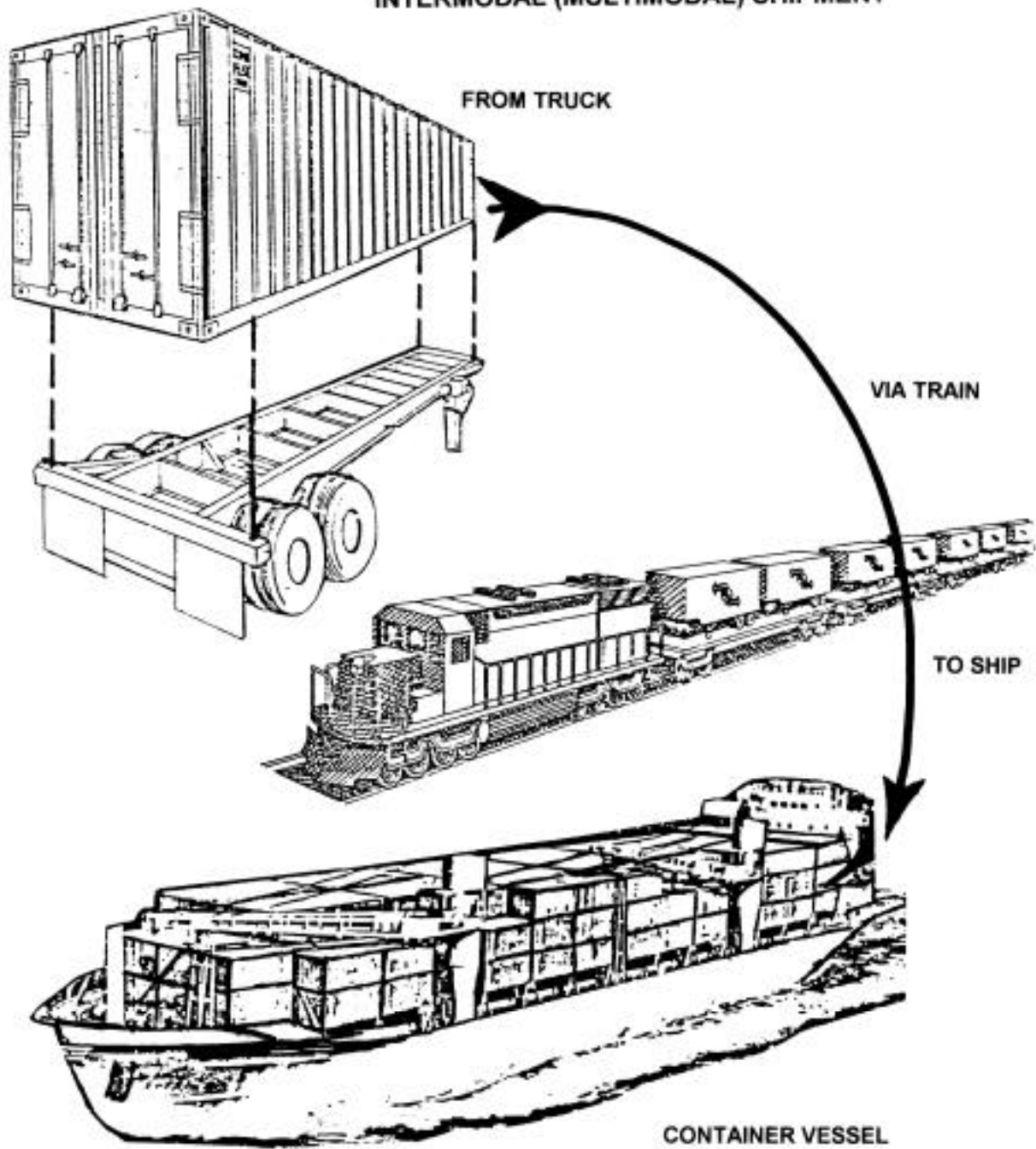
- Diagram of American Foreign Trade Definitions -1941 Page 141

G. VESSEL TYPES

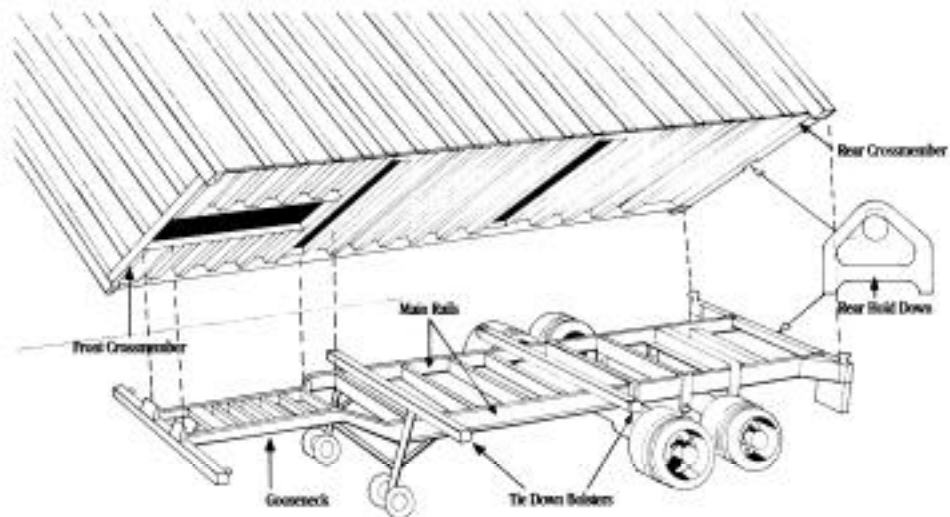
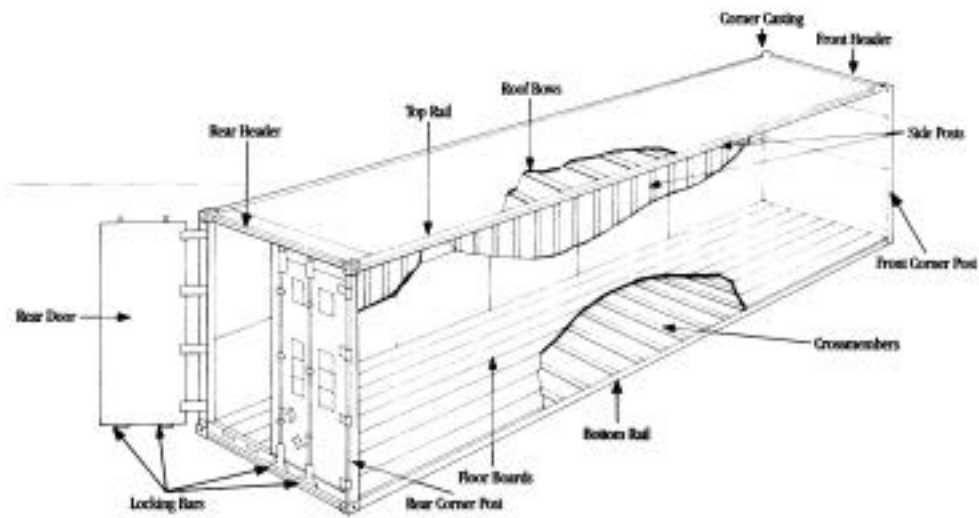
Page 142

APPENDIX A - CARGO PACKING

INTERMODAL (MULTIMODAL) SHIPMENT



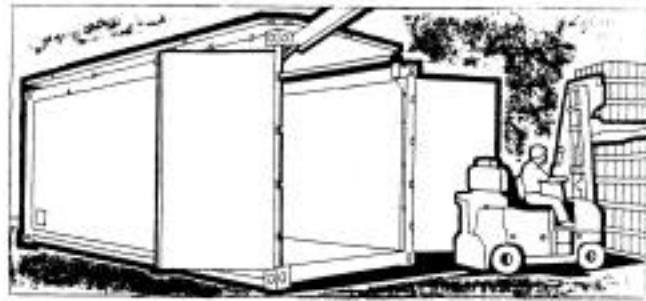
PARTS OF A CARGO CONTAINER



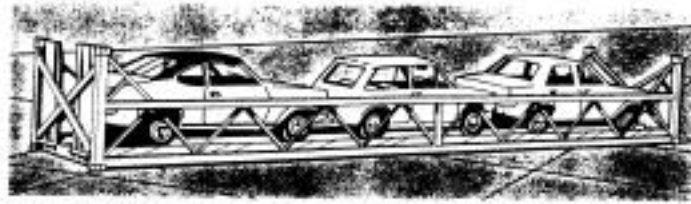
PARTS OF A TRAILER / CHASSIS



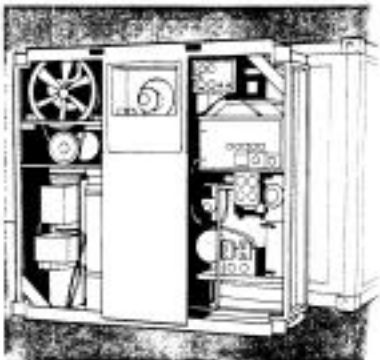
Airline Igloo



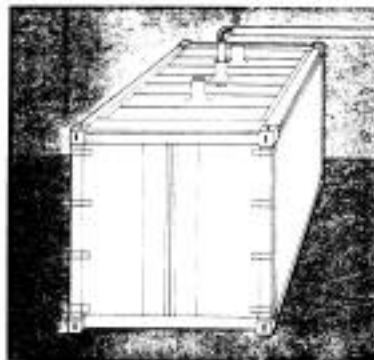
Open top / hard top



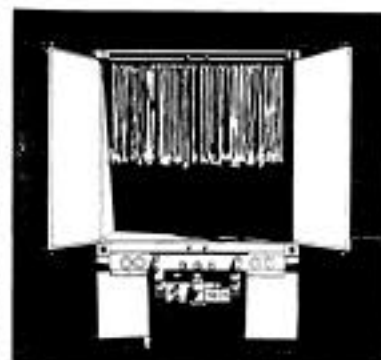
Auto



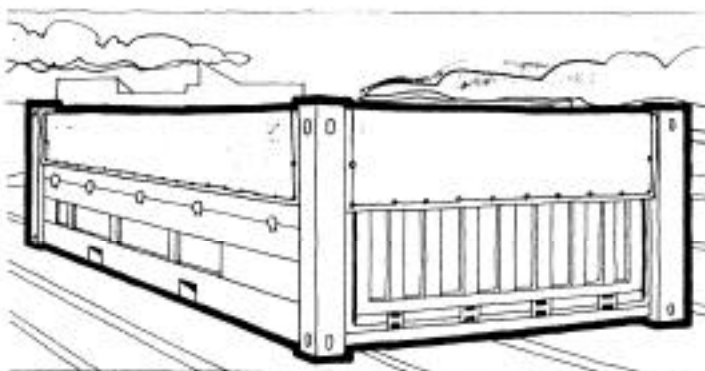
Controlled atmosphere



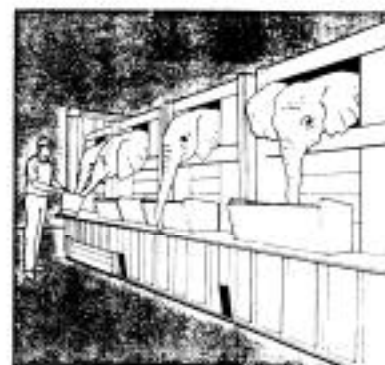
Dry bulk



Garment



Open top



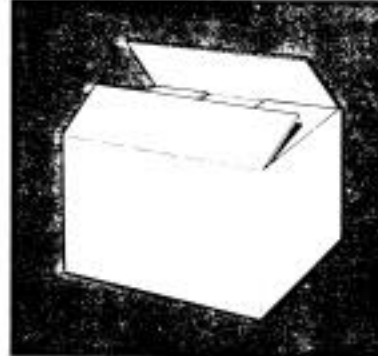
Livestock

APPENDIX A (continued) - PACKAGE TYPES

**CLEATED
PLYWOOD BOXES**



**FIBREBOARD BOXES
(CARTONS)**



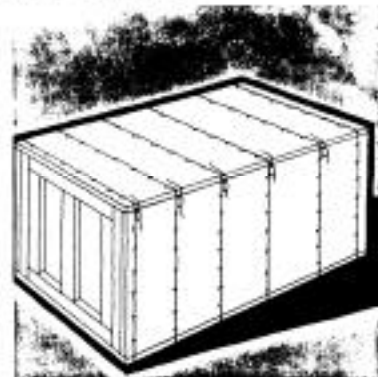
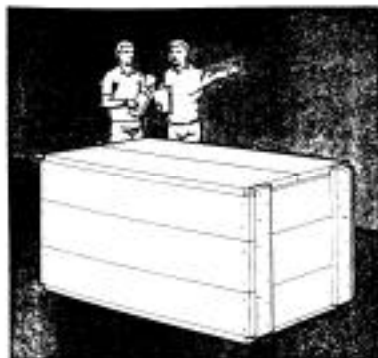
NAILED WOOD BOXES



CRATES



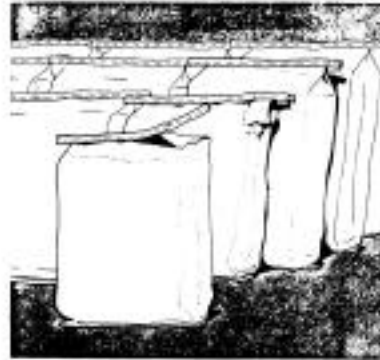
**WIREBOUND BOXES
AND CRATES**



BARRELS,
CASKS OR KEGS



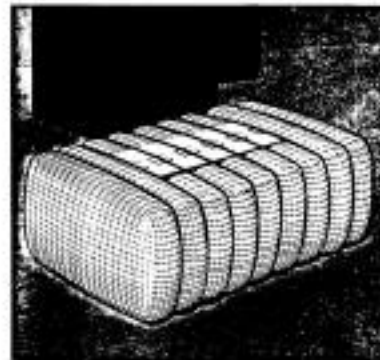
MULTI-WALL
SHIPPING SACKS



FIBRE DRUMS



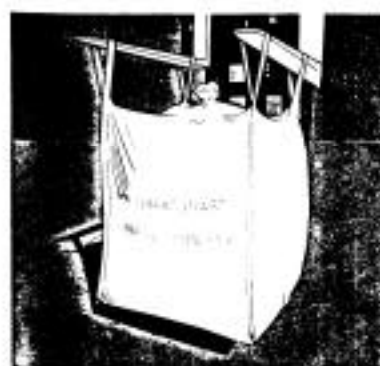
BALES



STEEL DRUMS

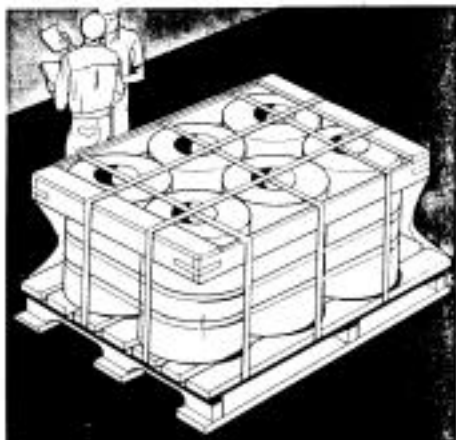


Flexible intermediate bulk container

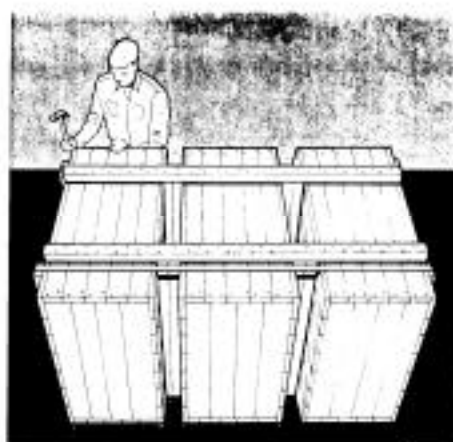
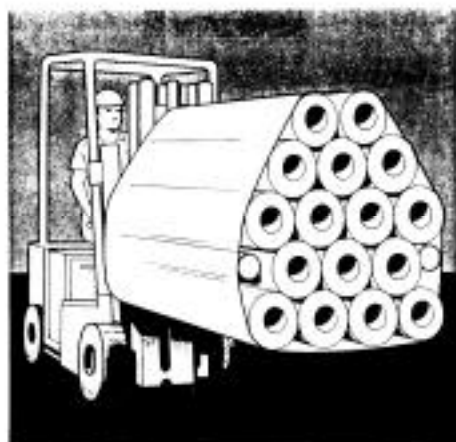
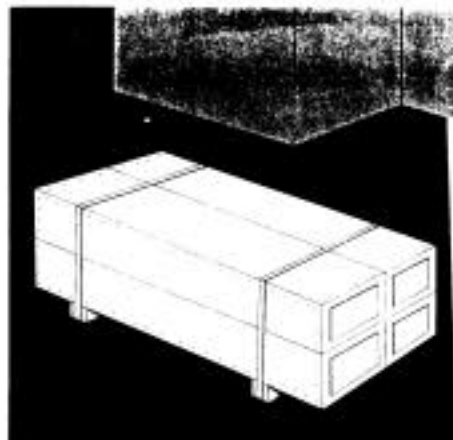


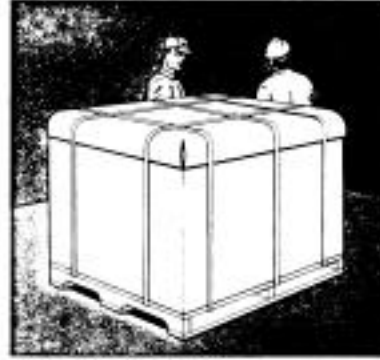
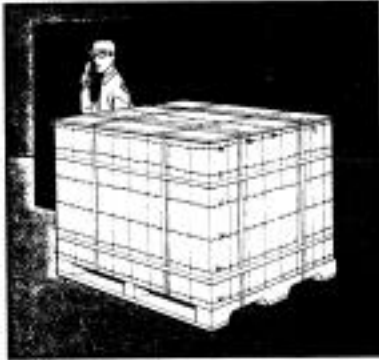
APPENDIX A (continued) - PACKAGE TYPES

PALLETIZED & UNITIZED SHIPMENTS

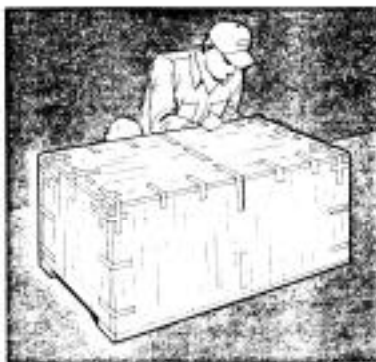
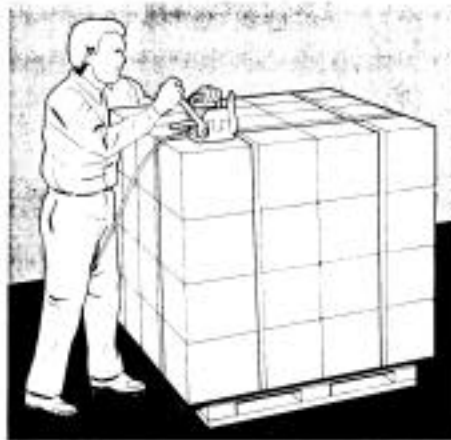


Shrink wrapped





Palletized consolidation container



Shrink film overwrap of palletized load

APPENDIX A (continued) - A BASIC GUIDE TO PACKING

PLAN THE STOW

OBSERVE WEIGHT LIMITATIONS

Do not exceed rated capacity of container or barge.

Do not exceed permissible weight concentrations per square foot of deck.

Check highway weight-axle limitations on both sides of the ocean voyage because some containers have total capacities which exceed local permissible limits.

DISTRIBUTE WEIGHT EQUALLY

Avoid concentrating heavy weights at one side or one end.

Stow heaviest items on the bottom.

Heavy, dense items should be boxed, crated or placed on cradles or skids to distribute weight.

AVOID MIXING INCOMPATIBLE CARGO

Cargo which exudes odor or moisture should not be stowed with cargo susceptible to tainting or water damage.

Items with sharp projections or of awkward or unusual shape should be segregated from other cargo by boxing, crating, padding or use of partitions.

Cargo subject to leakage or spillage should not be stowed on the top of other cargo.

OBSERVE HAZARDOUS MATERIAL REGULATIONS

Consult with carrier for regulations and restrictions on shipping:

- combustibles
- explosives
- flammable liquids
- flammable solids
- gaseous material
- radioactive material
- magnetized material
- corrosives
- poisons
- oxidizers
- etiologic agents

After receiving information from carrier, proceed as follows:

Label and mark hazardous material properly. (See *Hazardous Materials* section.) Affix warning placards to container exterior. Note that placards vary throughout the world. What is acceptable at origin may not be in compliance with enroute or destination countries' regulations. Check before shipment to avoid embargo or delay.

Record the nature of the cargo on all shipping documents.

HAVE ALL CARGO AND MATERIALS READY BEFORE STOWAGE BEGINS

This facilitates proper placement, stacking, and weight distribution. Additionally, it precludes removal of cargo already stowed to accommodate unexpected items and permits installation of blocking, bracing and filling of voids as stowing operations progress.

PLAN FOR EASE OF UNLOADING

Stow cargo in reverse order of desired cargo discharge.

Be sure that cargo for multiple consignees is physically separated by partitions, dividers, or other suitable means.

Make sure that forklift openings in pallets or skids face doors.

Provide lift clearance at top of container for items to be handled by forklift.

Fill the voids, but avoid wedging or jamming cargo in container.

COSMETIC DAMAGE

The exterior packing of your commodity is often the first representative the consignee sees of your company. A package showing exterior damages, although perhaps only cosmetic in nature, can cause loss of market, poor shipper/consignee relationships, and more importantly cause the goods to be rejected and/or not paid for even though the commodities inside may arrive without damage. Repackaging commodities can be very costly as well as time consuming.

Cosmetic damages can be prevented by referring to the *Basic Packing Guide* section of this booklet. Remember, the appearance of your product is in many cases as important as the product itself.

DUNNAGE AND STOWAGE MATERIALS

LUMBER

Should be clean and dry (not above 19 percent moisture content).

Most common sizes used as dunnage and for bracing are nominal 2" x 4" and 4" x 4".

Should be free from significant splits.

Use as filler, decking, blocking, bracing, and for constructing partitions/dividers.

PLYWOOD

Should be clean and dry.

Use for partition faces, dividers, auxiliary decking, and blocking in limited spaces.

INFLATABLE

Available in paper, fabric, rubber or plastic; in both reusable and disposable versions.

Use it for filling voids; light and medium duty bracing.

Be sure cargo facing inflatable dunnage will not cause punctures. Also, a check for sharp edges and/or protrusions of packaging, pallet or containers, etc. must be made.

PATENTED SYSTEMS

Various patented cargo control and dunnage systems are available. Pre-built partitions, shelves, straps, laminated liner board bulkheads, and dunnage bars facilitate stowage and securing of cargo.

FIBERBOARD

Available in sheets, rolls and in prescored structural shapes for light-duty bracing.

Use sheets for dividers, decks, partition facings and auxiliary decks.

Use rolled fiberboard sheets (solid or corrugated) for linings or facings and for filling voids.

STRAPPING

Heavy duty metal strapping is used to separate cargo units and for tying down heavy or awkward items.

Nonmetallic strapping is used to separate and tie down light cargo units.

Nonmetallic strapping has only a fraction of the strength of similar steel material and would not resist shearing on a sharp edge as well. Furthermore, it will stretch as much as nine percent under heavy loads.

Metal and plastic straps must be firmly anchored and properly tensioned. Be sure not to puncture container panels when attaching strapping anchors. The use of corner (anti-chafing) pads is recommended.

STOWING THE CARGO

FIBERBOARD BOXES

Fiberboard boxes containing tightly packed, dense items which support sides and ends of the box are stowed using the "bonded block" method.

Fiberboard boxes containing lightweight or fragile items which provide little or no support to the box surfaces are stowed by stacking directly one atop the other. This method takes advantage of the vertical rigidity of the side walls and corrugations in each box.

Use plywood or lumber dunnage, or fiberboard dividers as auxiliary decking sheets to segregate tiers of different sized fiberboard containers.

Provide plastic or water-repellent shrouds over top and sides of load to protect against damage from water (ship's sweat or holed containers).

Use dunnage or pallets on the container deck to provide a condensate sump area, protecting lower tiers from moisture.

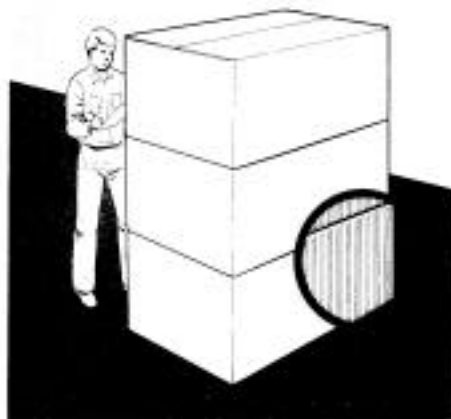
Fill all voids by bracing or using fillers to prevent sliding or shifting of cargo.

Fill end voids to prevent movement of cargo.

USE OF RETAINING OR DUNNAGE PAPER IN "BONDED BLOCK" STOWAGE

Use rough dunnage paper between stowage blocks of fiberboard containers with smooth exteriors to prevent sliding or shifting.

Vertical positioning of corrugated flutes provides best support for stacking.



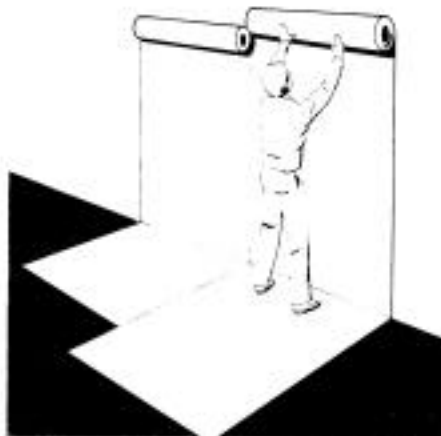
Fill end voids to prevent movement of cargo.



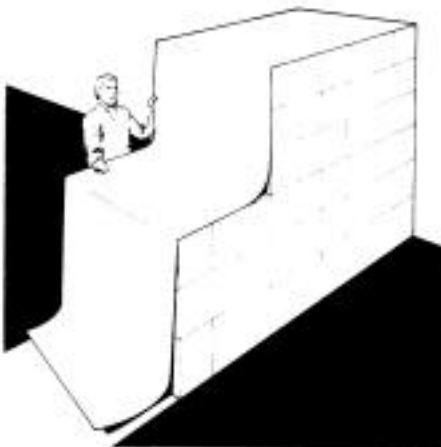
When stacking directly on top of lower boxes, keep voids at the center and immobilize by constructing partitions.



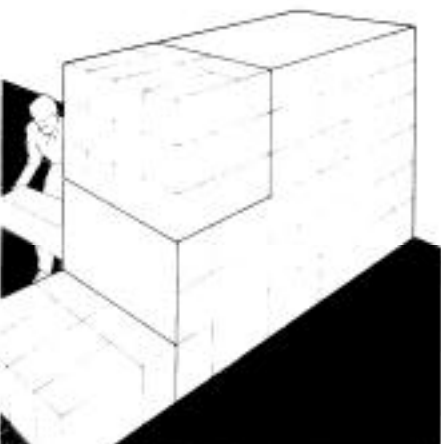
1. Roll paper along deck for a length equal to eight blocks of stowed boxes and then up end wall.



2. Stow first two blocks to full height of planned stow. Stow second two blocks to half-height. Release rolls and fold back over first two blocks; then down to and over second two blocks, and down to deck.

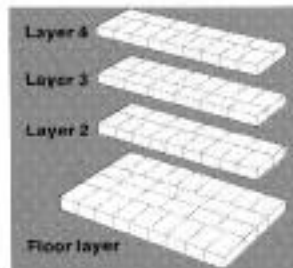


3. Complete stow of second two blocks; then anchor paper to deck by stowing third two blocks to half-height.



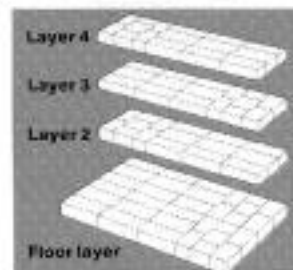
4. Repeat first, second, and third steps for continuation of load.

BONDED BLOCK STOWAGE METHODS



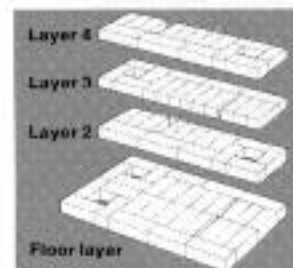
PATTERN A
Alternating
layers in each
block are
reversed.

Alternating
blocks are
reversed



PATTERN B
Alternating
layers are
reversed

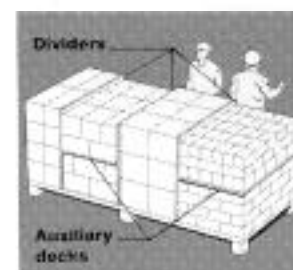
Blocks are
identical



PATTERN C
Alternating
layers in each
block are
reversed.

"Chimney" is
used to com-
pensate for
excess space,
as are minor
voids in each
layer.

Alternating
blocks less
"chimney"
end are
reversed



Use of dividers
and auxiliary
decks to seg-
regate cargo
by type, size,
or destination.

WOOD CRATES

WOOD BOXES AND CRATES

Crates of uniform size and weight should be stacked directly one atop another.

Separate groups of crates with different weights or dimensions by use of partitions, dividers, or auxiliary decking.

Fill voids at top, sides, or ends by use of partitions or fillers.

If large voids are present, block, brace, and tie down cargo to prevent movement in any direction.

When contents are susceptible to water damage, provide plastic or water-repellent paper shrouds over the top and sides of the load.

Use dunnage on container deck to provide sump area for condensate drainage if crates are not skidded.

When bracing crates, apply bracing to strength members only, not to panels or sheathing.

MACHINERY AND HEAVY ITEMS

Distribute weight by proper placement and use of cradles or skids.

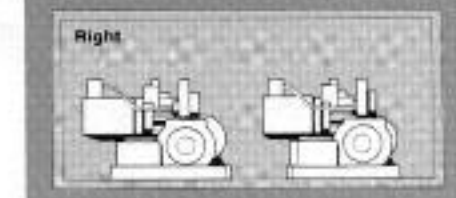
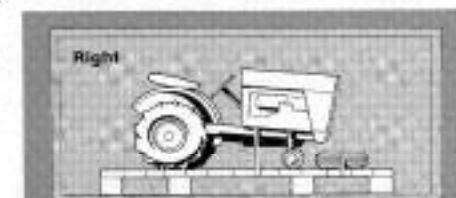
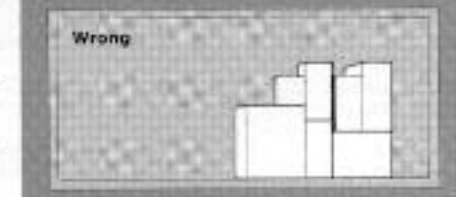
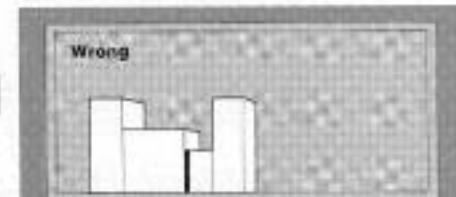
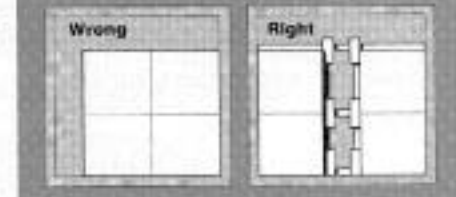
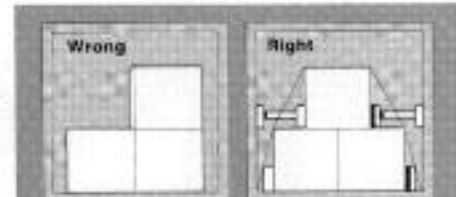
Use deck cleats and bracing to prevent lateral and fore-and-aft movement. Use the downs of metal strapping to prevent vertical movement.

Extremely heavy, dense items should be through bolted to the container deck. Consult with carrier or container leasing operator for approved method(s).

Top-heavy items should be shored and braced to prevent toppling. Do not brace against the side panels of the container. All bracing must bear on a structural member of the container.

Provide plastic or water-resistant paper shrouds over the top and sides of the item to prevent water damage.

Weight distri-
bution—heavy
loads.



BAGS, SACKS AND BALES

Use "crosstier" method of stacking bags and sacks. (Refer to illustration.)

Use sufficient dunnage layer on container deck to provide sump area for condensate drainage.

Separate bags, sacks and bales from other cargo by using partitions or auxiliary decks.

When stowing bales, provide dividers between rows and tiers to prevent chafing and friction between metal bands or strapping.

LIQUID CARGO (DRUMS)

Provide adequate dunnage on container deck to prevent leakage or spillage from damaging lower tiers.

Stow liquid cargo below the other cargo.

Separate liquid cargo from the other cargo by use of partitions and auxiliary decks.

Stow liquid cargo with containers full and bung holes up.

Use dividers to protect drum rims from chafing damage.

COMPLETING THE STOW:

Isolate Cargo From Container Doors

Construct partition across rear of stowed cargo to prevent it from contacting doors and falling out when doors are opened.

Provide Water Damage Protection—Cover cargo adjacent to doors with plastic or water-proof paper sheets to protect cargo from possible leakage at door gaskets.

Ventilated Cargo—Be sure air flow in container is unrestricted and that vents are open and clear.

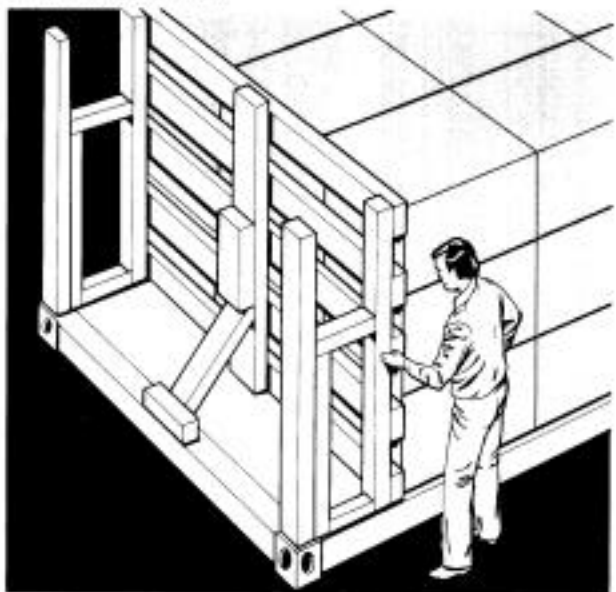
Close and Seal Container—Be sure all locking lugs are engaged.

Affix locks and seals. (On containers with side and end doors—be certain to check both.)

Record seal numbers and enter on shipping documents.



Bags and sacks "crosstier" loading.



Bracing the completed load to prevent rearward movement.



ir Cargo service has become more attractive to shippers as aircraft capacity, frequency

of lifts, handling facilities, and the number of points served have been improved.

Air cargo losses can be controlled with the shipper himself as the key figure in effective loss control. Recognition of the hazards involved, packing cargo to survive the toughest leg of the journey, and prudent selection of transportation services will assist the shipper in realizing successful, loss-free delivery of his goods.

Inadequate packing and improper marking of cargo are the leading causes of air cargo losses. It is these areas in which the shipper can effectively influence the sound arrival of his goods.

THE AIR CARGO ENVIRONMENT HAZARDS:

IN THE AIRCRAFT

Acceleration/Deceleration—Fore-and-aft pressures are exerted on cargo during takeoff and landing. Compression forces are exerted during rough landings.

Turbulence—Rough or "bumpy" flight conditions subject cargo to rapid alternating vertical movements, imposing heavier pressures one moment, and almost weightless conditions the next.

Altitude—As altitude increases, atmospheric pressure decreases, subjecting liquid cargo to leakage hazards and pressurized cargo to increased internal pressure.

Temperature—Aircraft cargo compartment temperatures normally range between 30°F and 70°F (–1°C and 21°C). If the aircraft is parked with cargo aboard in freezing or very hot weather, cargo will be subjected to unusual cold or heat conditions.

Cargo Compartments—The main cargo compartments of air freighters are normally well equipped for adequate stowage. Passenger aircraft belly compartments, however, are often loaded without provision for adequate restraint of cargo, permitting its movement during flight and inviting damage from adjacent cargo.

IN TERMINALS

Handling—Many large terminals are equipped with conveyor systems and mechanical cargo handling gear, permitting rapid and safe movement within the terminal. Overcrowded conditions contribute to handling damage as facilities are overtaxed. Manual handling is common as cargo is stacked on pallets and in containers ("ig-loos"). In smaller terminal facilities, it is the rule.

Storage—Modern terminals are equipped with segregated security areas for high-value cargo, and some have cold storage (reefer) facilities for perishables. Terminals not so equipped are subject to increased theft, pilferage, and deterioration loss hazards. Overcrowded conditions may require storage of some cargo outdoors, exposed to the elements.

Ramps—Cargo is commonly exposed to the weather while enroute to loading ramps. If cargo transfer carts, pallets and containers are not adequately covered (tarped), water damage may result. High-value cargo is particularly susceptible to theft when not in the aircraft or the terminal.

Security—Security conscious carriers provide maximum physical measures to protect cargo from theft or pilferage. Restricting working areas to employees, applying modern locking and alarm devices, and enforcing strict cargo documentation procedures are examples. When these measures are not used, cargo security is jeopardized.

Restricted Articles—Only trained personnel should handle dangerous goods. Consult appropriate Hazardous Materials regulations, such as the IATA's Restricted Articles Guide.

ON TRUCKS

Most cargo is delivered to both carrier and consignee by truck. Air carriers have only limited control over trucking firms providing these services.

Often, air cargo is stored in warehouses or on transfer docks before forwarding, increasing exposure to loss through theft, pilferage and handling damage.

"Hijackings"—the theft of entire truckloads of air cargo—continues as a serious problem in recent years.

INSIST ON PROMPT PICKUP AND DELIVERY OF YOUR CARGO!

This is the most effective means of reducing exposure to theft, pilferage and hijacking.

PREPARING CARGO FOR AIR SHIPMENT

Pack For The Toughest Leg Of The Journey: Truck or rail transport to air terminal, handling in terminals, stowing in aircraft, in flight, unloading aircraft, transfer to terminals, rail or truck transport to consignee.

Cargo Should Be Packed To Withstand: Stacking up to eight feet high, pressure from adjacent cargo, crushing action of tie-down straps, manual handling, exposure to the elements.

Unitize, Palletize, Containerize to: Minimize manual handling, reduce incidence of lost or stray items, limit exposure to theft and pilferage, minimize stowage damage, provide water-protective coverings which will accompany pallet and unit loads on entire journey.

LIQUID CARGO

Do not fill containers completely—provide expansion space to compensate for temperature and/or pressure variations.

Be sure all caps, valves and seals are tightly closed.

Put orientation marks (arrows) on all sides of package.

HAZARDOUS CARGO

Consult with your carrier to obtain the most recent regulations, restrictions, and labeling requirements. See *Hazardous Materials* section.

LARGE, HEAVY, OR AWKWARD CARGO

Check with carrier to determine allowable aircraft floor weight concentrations.

Provide skids for ease of mechanical handling.

Check dimensions to be sure cargo will pass through aircraft loading doors.

Provide adequate locations for application of tie-down straps.

WATER DAMAGE PROTECTION

Pack cargo in wooden crates with waterproof paper or polyethylene liners.

Line non-impregnated fiberboard boxes with waterproof paper or polyethylene.

Large items can be shrouded with polyethylene sheeting. Be sure there are drain holes in the base of the crate.

Use desiccants (moisture-absorbent materials) in conjunction with waterproof barrier wrapping when packing moisture-sensitive items. Use shrink wrap, stretch wrap or plastic shrouds on unit and pallet loads.

PERISHABLE CARGO

Provide adequate package ventilation where required.

Furnish appropriate instructions (e.g., carrying temperatures, handling requirements, etc.) to carriers.

Use direct flights where possible.

Delivery and pick-up should be closely timed with aircraft departure and arrival.

MARKING

Avoid marks and advertising which reveal that contents are of a valuable or desirable nature.

Apply appropriate coded identification marks to at least three sides of item.

Use international handling symbols.

Include handling instructions in both English and the language of the country of destination.

Use indelible inks and water-proof labels.

AIR CARGO CONTAINERIZATION

Shippers can realize savings and minimize cargo loss by containerizing their air cargo shipments. Airlines encourage use of containers by providing special tariffs for containerized FAK (Freight-All-Kinds) shipments on many routes.

Certain commodities are excluded from air cargo FAK special rates. Consult with your carrier or forwarder for specifics on excluded items and on articles prohibited by IATA "Restricted Articles Regulations."

Air carriers prefer containerized shipments for a number of reasons:

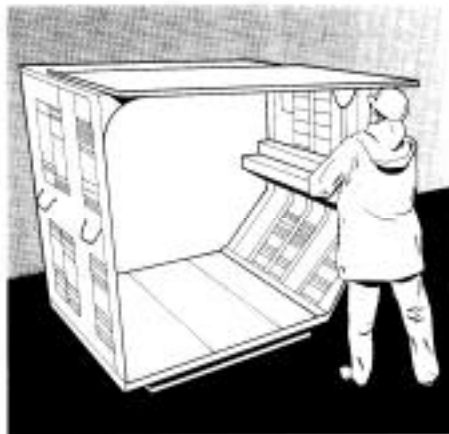
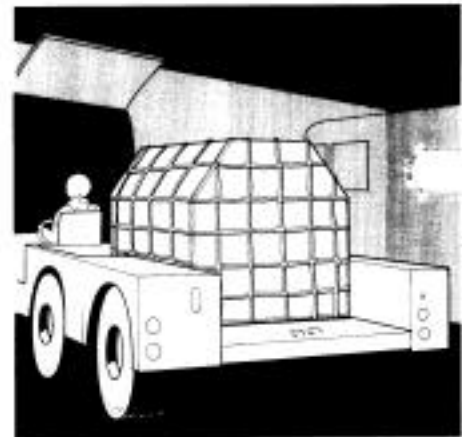
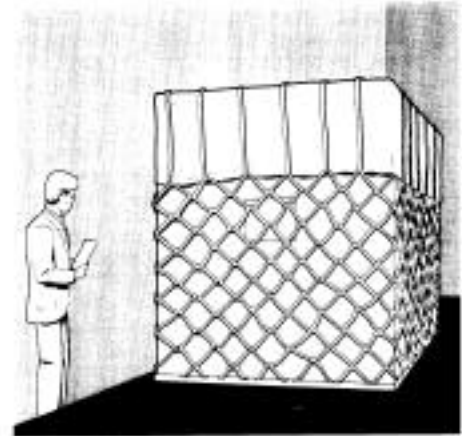
Reduces the number of individual pieces of cargo which must be handled in terminals.

Provides for most efficient use of cubic capacity of aircraft.

Permits use of mechanical handling systems and equipment to best advantage.

Speeds loading and unloading of aircraft.

Minimizes exposure of cargo to weather, theft, pilferage, and handling damage while in custody of the carrier.



AIR CARGO CONTAINERS FALL INTO THREE BASIC CATEGORIES

1. AIR CARGO PALLETS

Designed for use with conveyor systems in terminals and in aircraft. The low-profile flat pallet is equipped with fittings for securing the pallet firmly to the aircraft deck.

Cargo is normally secured to the pallet by use of cargo nets, tightened over cargo by the application of tensioned straps.

Contoured, semi-structural covers called "igloos," "hulahuts," or "cocoon" are used with pallets to provide protection for cargo and keep cargo within safe dimensions for loading in aircraft. Igloos may be attached to the pallet by use of cargo nets over the exterior, or the igloo may be permanently attached to the pallet.

These containers may have one side (front) open, with cargo secured by nets or have metal or fiberglass removable doors which are capable of being sealed.

2. LOWER DECK CONTAINERS

Developed for use in the lower deck cargo spaces of high-capacity aircraft; they are fully structured and completely enclosed.

Cargo is loaded into the container which may be equipped with shelves for accommodation of small or irregularly shaped cargo.

The container doors of metal, fabric or a combination of both are closed and sealed.

Containers are locked directly into aircraft restraint systems

without need for nets or tie-downs.

Provide dunnage or shelving to prevent crushing of cargo into recessed end of lower deck container.

3. BOX-TYPE CONTAINERS

Developed in standard sizes to facilitate establishment of uniform shipping rates, they are used to consolidate shipments.

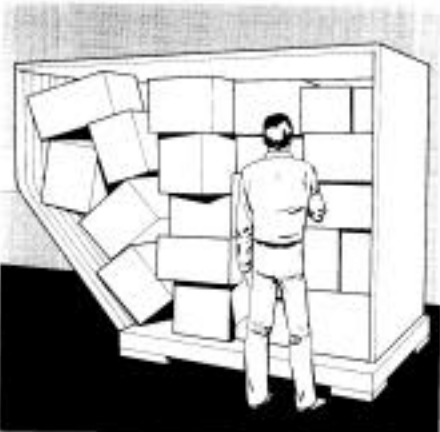
Available from various manufacturers, they may be purchased by the shipper or used by freight forwarders to consolidate the shipper's cargo into one easily handled and rated unit.

Constructed of wood, fiberglass, plywood, fiberboard, metal or combinations of these materials, all must conform to the basic standards prescribed by the Air Transport Association (ATA) for domestic use, or the International Air Transport Association (IATA) for international shipments.

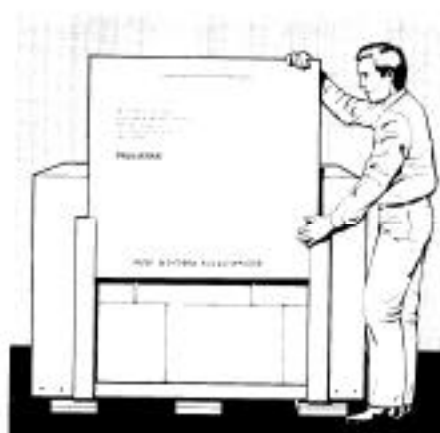
Contoured Box—(igloo configurations) are handled and loaded aboard aircraft in the same manner as the pallet-igloo combinations.

Air/Land Containers—Introduction of the 747-class freighter has permitted adding the air dimension to the intermodal container. Lightweight 20- and 40-foot containers permit land and air freight transportation without rehandling or reloading.

Square-sided box-type containers are normally loaded on pallet-igloo combinations by the carrier for stowage aboard the aircraft.



Provide dunnage or shelving to prevent crushing of cargo into recessed end of lower deck container.

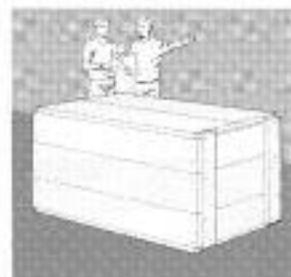


3. Many a well-designed box fails because the load is not properly fitted or secured in the container. If necessary, use proper blocking and bracing to adequately secure the load. A properly fitted or secured load should not move when the container is roughly handled.



If the load must be kept upright, equip the box with lift handles, skids, top peaks or gables, or some similar device to assure the box being stowed and handled in an upright position.

6. Boxes should be equipped with corrugated fasteners or similar devices where contents are substantially valued and susceptible to pilferage.



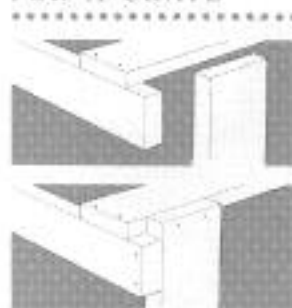
7. Boxes should be lined with a waterproof barrier material, sealed at the edges with a waterproof tape or adhesive, to protect both the contents and the interior packing material.

Administrative instructions to teachers

Weight of Contents (Pounds)	Number of End Cleats	Softwood			Hardwood		
		Thickness Sides, Top & Bottom	Thickness Ends	Thickness and Width of Cleats	Thickness Sides, Top & Bottom	Thickness Ends	Thickness and Width of Cleats
Load Supports Container Walls							
Over 50	2	3/4"	3/4"	3/4" x 1 1/2"	3/4"	3/4"	3/4" x 1 1/2"
	4	3/4"	3/4"	3/4" x 1 1/2"	3/4"	3/4"	3/4" x 1 1/2"
50 - 100	2	3/4"	3/4"	3/4" x 2"	3/4"	3/4"	3/4" x 1 1/2"
	4	3/4"	3/4"	3/4" x 2"	3/4"	3/4"	3/4" x 1 1/2"
100 - 250	2	3/4"	3/4"	3/4" x 2"	3/4"	3/4"	3/4" x 2 1/2"
	4	3/4"	3/4"	3/4" x 2"	3/4"	3/4"	3/4" x 2 1/2"
250 - 400	2	3/4"	3/4"	3/4" x 2"	3/4"	3/4"	3/4" x 2 1/2"
	4	3/4"	3/4"	3/4" x 2"	3/4"	3/4"	3/4" x 2 1/2"
400 - 600	4	3/4"	3/4"	3/4" x 2"	3/4"	3/4"	3/4" x 2 1/2"
600 - 800	4	1 1/8"	1 1/8"	1 1/8" x 3 1/2"	1 1/8"	1 1/8"	1 1/8" x 3 1/2"
800 - 1000	4	1 1/8"	1 1/8"	1 1/8" x 4"	1 1/8"	1 1/8"	1 1/8" x 4"
Load Gives Little or No Container Support							
Over 50	2	3/4"	3/4"	3/4" x 2 1/2"	3/4"	3/4"	3/4" x 1 1/2"
	4	3/4"	3/4"	3/4" x 2 1/2"	3/4"	3/4"	3/4" x 1 1/2"
50 - 100	2	3/4"	3/4"	3/4" x 2 1/2"	3/4"	3/4"	3/4" x 1 1/2"
	4	3/4"	3/4"	3/4" x 2 1/2"	3/4"	3/4"	3/4" x 1 1/2"
100 - 250	2	3/4"	3/4"	3/4" x 2 1/2"	3/4"	3/4"	3/4" x 2 1/2"
	4	3/4"	3/4"	3/4" x 2 1/2"	3/4"	3/4"	3/4" x 2 1/2"
250 - 400	2	3/4"	1 1/8"	1 1/8" x 3 1/2"	3/4"	1 1/8"	1 1/8" x 2 1/2"
	4	3/4"	3/4"	1 1/8" x 3 1/2"	3/4"	3/4"	3/4" x 2"
400 - 600	4	3/4"	1 1/8"	1 1/8" x 3 1/2"	3/4"	1 1/8"	1 1/8" x 2 1/2"
600 - 800	4	3/4"	1 1/8"	1 1/8" x 3 1/2"	3/4"	3/4"	3/4" x 2"
800 - 1000	4	1 1/8"	1 1/8"	1 1/8" x 4"	3/4"	1 1/8"	1 1/8" x 3 1/2"

Wood—Fir, pine, poplar, balsamwood, cedar, hemlock and larch are included in the softwood category. Hardwoods include ash, elm, cherry, oak, hickory and maple.

3-WAY CORNER... THE STRONGEST, MOST RIGID CORNER CONSTRUCTION FOR A CRATE



GRATES



There are two general types of crates—the open or skeleton crate and the fully sheathed crate. Both types are dependent upon properly constructed frame works. While the drawings in this booklet illustrate the comparative strength of frame members of open crates under vertical compression, the same principles apply to sheathed crates, as they also require diagonal bracing to make them rigid. Keep in mind that sheathing is provided to protect the contents against exposure to the elements.

The open crate can be used where contents are virtually indestructible and packing is required only to facilitate handling and stowage. It also serves well as an overpack to consolidate fiberboard boxes or to provide unit pack stiffness to resist crushing. Three-way corner construction should be reinforced with diagonals.

RELATIVE STRENGTH UNDER DIAGONAL COMPRESSION

Consider these points in sheathed crate construction.

1. Provide a SUBSTANTIAL framework, i.e., corner posts or vertical end struts, edge or frame members, intermediate struts and diagonal braces.

2. Large crates are usually stowed in lower holds, hence must bear great superimposed weights. Insure top strength by frequent top joists under sheathing (never more than 30" apart). DON'T depend on end grain nailing ALONE to hold these joists. Provide joist support positioned directly under the joists' ends.

3. Reinforce floor at load-bearing points when between skids or sill members.

4. Design for vertical sheathing: sides and ends.

5. On skid type crates terminate end sheathing at flooring to permit entry of forklifts. Terminate side sheathing 1/2" short of skid bottoms to prevent tearing away of sheathing when crate is dragged sideways. The use of rubbing strips facilitates handling by forklift trucks.

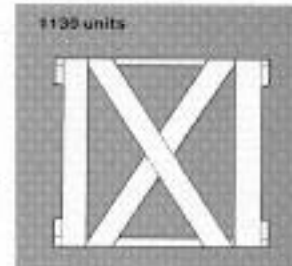
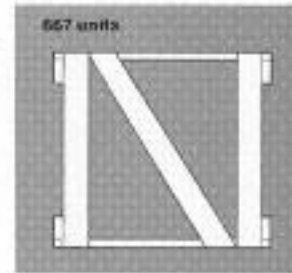
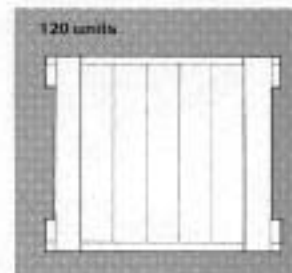
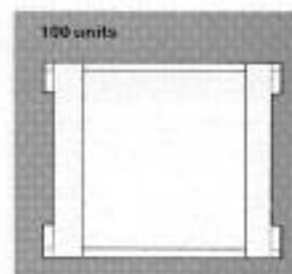
6. On sill-type crates provide lengthwise rubbing strips at base to facilitate handling and prevent tearing adrift of sheathing when the crate is dragged.

7. Where skids are used, be sure they are of sufficient dimensions and an adequate number provided. Skid ends should always be cambered, sling points provided and marked to facilitate loading aboard ship.

8. Reduce cube and interior bracing problems by providing maximum disassembly of the carried item. Spares and disassembled parts should be adequately secured to the crate interior. In so doing, aim at a low center of gravity.

9. Supplement weak end grain nailing of interior bracing by back-up cleats.

10. Line crate interiors (except bottom) with a good grade waterproof barrier material. Ventilate crates containing machinery or other items susceptible to damage from condensation with baffled vents or louvre plates covering ventilation hole clusters in ends or sides. Also, space floor boards 3/8" apart. Consider use of crate top coating where open freight car or open storage may be encountered.



11. Corners of all crates should be reinforced with lengths of 1" flat nailed strapping applied so as to tie together all their faces at each corner.

12. Assure yourself that handling facilities are available for your crate at destination and at intermediate points. Provide consignee with opening instructions to reduce accidental damage during unpacking.



WIREBOUND BOXES AND CRATES



Wirebound boxes and crates have shown themselves useful for a large variety of products not affected by minor distortions of the container. It is an ideal container for overpacks of solid or corrugated fiberboard boxes (cartons). If the wirebound container is not completely filled or if the contents may be affected by possible distortion of the container, properly applied interior blocking and bracing is recommended. The ends of wirebound containers should be reinforced to adequately resist the forces that may be applied during handling, thus preventing damage to contents.

Shippers should **AVOID OVERLOADING** and should not use boxes too large for their contents. Other considerations are:

1. Veneer and cleats should be full thickness, straight grained and sound, free from knots, decay, mildew or open splits. Sound knots not more than 1-1/2" in diameter and less than one-third the width of the piece of veneer are allowable. Wire should be free from rust and scale.
2. Ideal staple spacing is 2-1/2" on crates; 2" on boxes. A minimum of two staples per slat is recommended.
3. Observe care in effecting closures to avoid wire fatigue. Use special closure tools.
4. Consult appropriate tables and your box supplier for export type container specifications.
5. Where contents are susceptible to pilferage or exceed 150 lbs., apply one tension strap around top, bottom, and ends. If over 250 lbs., apply two additional straps 3" from each

end around top, bottom and sides. Also consider applying straps over intermediate cleats.

6. Line box interior with good grade of waterproof barrier material, properly sealed.

CLEATED PLYWOOD BOXES



Properly assembled and used, cleated plywood panel boxes have many uses in foreign trade. Their lightness and comparative strength particularly recommend them for air freight shipments. Shippers may abuse these containers, however, by using second-hand units, overloading, applying strapping improperly, allowing long unsupported panels or failing to properly nail the box closed. Thin panels invite damage to contents through punctures. Follow these points in plywood shipments.

1. Consult appropriate tables to avoid overloading, to determine proper nail spacing and to find correct dimensions of plywood and cleats.

NEVER USE SECOND-HAND BOXES.

2. Reject rotted, split or otherwise defective cleats.
3. Apply intermediate cleats to all panels in excess of 24".
4. Apply strapping only over edge and/or intermediate cleats for maximum support. Strapping which spans unframed areas is easily broken; may injure handlers. Employ stapling to hold banding in place on the cleats.
5. Don't overlook lining with adequate waterproof or vapor-proof barrier material, where contents are susceptible to water damage.

STEEL DRUMS



New steel drums are generally excellent for export. Second-hand drums, unless thoroughly reconditioned and tested, may give trouble because of fatigue caused by dents at the chime and previous damages to closures. Also consider the following:

1. Closures must be made as prescribed by the manufacturer. Back up friction type covers of drums, as well as cans or pails, with soldering or spot welding at three or more points.
2. Be sure adequate seals are used on locking levers and sealing rings of open end drums. Failure of seals may result in accidental opening of covers.
3. Consider use of tamperproof seals at filling and dispensing holes.
4. Make frequent spot checks of automatic filling machinery by weighing filled drums. Shortages may occur at the source.
5. Do not re-use single or one-trip containers.
6. For hazardous/dangerous goods, be sure the drums meet DOT/IMO/IATA-ICAO, or appropriate standard-making group specifications, and are properly labeled for carriage of the intended cargo.

FIBER DRUMS



Fiber drums are gaining importance in the export picture. Before using, however, it should be determined that open storage enroute is not contemplated. Considerations for fiber drums include:

1. High density materials should not be packed into fiber drums.
2. Fiber drums should be filled to the top in order to add rigidity to the package. If contents are such that weight limits will be exceeded if filled to the top, smaller drums should be used. Avoid empty spaces at top of the drum.
3. It is advisable to settle or de-aerate materials—particularly light fluffy powders—during the filling operations. Use of a vibrator or mechanical settler is recommended. Bag-lined drums can be de-aerated simply by manually compressing the filled bag.
4. Keep size of drum compatible with weight of contents to avoid overloading.
5. Closures are important. Be sure sealing rings and locking levers are properly in place and will not be accidentally jarred or pulled loose.
6. Handle with mechanical equipment or roll on bottom chimes. Fiber drums are not designed to roll on sidewalls. Avoid cutting and chafing of sidewalls.
7. If possible, palletize fiber drums to facilitate mechanical handling in warehouses or on docks.
8. Never use a drum that has sidewall damage (cuts, dents) as stacking strength is lost.

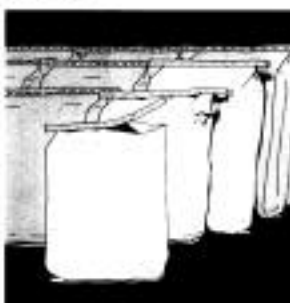
BARRELS, CASKS OR KEGS



The wooden barrel has been a workhorse of overseas trade, dating back to ancient times. Selection of the wrong barrel for your product can result in leakage, contamination, breakage and many other headaches. The following are basic recommendations:

1. Tight (liquid) barrels should be stored bung up. Request stowage on bilges. Slack (dry) barrels should be stored on ends. Never store or ship slack barrels on their side.
2. Provide reinforcing head cleats running from chime to chime at right angles to head-pieces. Cleat thickness should never be greater than chime depth.
3. Use tongue and groove staves with a suitable liner where contents, such as dry chemicals and powders, may sift. Make sure barrel wood and liner material will not contaminate contents.
4. Keep voids in slack barrels to a minimum. Use headliners (strips of coiled elm fastened inside chime) to give barrel heads added strength.
5. Where tight barrels are employed, hoops should be fastened with not less than three fasteners (dogs) per hoop. Provide for inspection at interim transit points, where practicable, to check for leakage. If contents are carried in brine, re-brining at interim points may save contents of leaking units.

MULTI-WALL SHIPPING SACKS



Multi-wall shipping sacks or bags are being used more and more for packaging of powdered, granular and lump materials, particularly dry chemicals. These sacks are flexible containers generally made up from two walls or plies of heavy duty kraft paper to a maximum of six. Often, they are made in combination with special coating, laminations, impregnations, or even plies of textile material such as burlap to give them additional strength and added protection to their contents. Because of the flexibility of these containers, special attention must be given to the use of flexible waterproof or moisture-proof barriers in their construction.

There are several types of bags used, the most common being the pasted bottom or sewn bottom open-mouth, and the pasted valve or sewn valve. The pasted bottom and sewn bottom open-mouth type bags are closed after filling, by sewing through all plies with a strip of tape incorporated into the sewn end in such a way that it folds over the end of the sack to control sifting. They can also be closed by gluing. The valve type bags are closed by manually folding over an external paper sleeve or by the check-valve action of an inner paper sleeve when the bags are full. The internal pressure of the contents causes this, and care must be taken that the bags are sufficiently filled to exert this pressure. It must be recognized that slight leakage will nevertheless occur, particularly when the bags are handled.

The use of these bags for overseas shipments should be limited. This type of container, more than any other, must be adapted to the requirements of the commodity they contain.

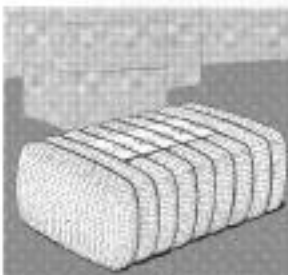
This requires careful research and intelligent selection. It is recommended that the loaded bag does not exceed 50 lbs. Consideration must be given to the value of the product as well as to its hygroscopic properties and chemical and physical characteristics. Utmost consideration must be given to intransit hazards, such as atmospheric conditions or exposure to the elements, number of transfers and handlings, warehouse facilities, etc. Of major importance is the question as to whether the contents of the sack will be subjected to contamination if the bags are ruptured or if foreign matter can filter in through stitching holes.

A good practice for the shipper is to include a supply of open mouth refill or overslip sacks with each shipment.

The number of refill sacks should not be less than one percent of the number of sacks in the shipment and preferably three percent. The refill sacks should be imprinted with instructions for their use as well as identification of the commodity which they will carry. Overslip sacks should be slightly larger than the original sack and constructed of the same number and kind of plies.

Palletizing of a number of sacks, adequately shrink-wrapped and/or banded to the pallet, has been particularly effective in reducing damage and pilferage, and forces use of mechanical handling equipment.

BALES



A well-made bale may be expected to outturn reasonably well in most export trades. Bear in mind, however, that all bales are subject to pilferage, hook holes and water damage. They are, therefore, not recommended for highly valued commodities. To minimize losses, follow these recommendations:

1. Where contents may be subject to damage from strapping pressure, use a primary wrap of fiberboard material.
2. Use an inner wrap of creped or pleated waterproof paper. This type paper is necessary to pre-

vide moisture protection and to give with bale distortions without tearing.

3. Provide heavy outer wrap of burlap or similar cloth able to withstand heavy abrasions in transit.

4. Provide "ears" at corners of small bales to facilitate handling without hooks. Bale weights under 300 lbs. are less apt to be handled with hooks.

5. A minimum of four flat tension bands should be used. Apply tightly at the maximum bale compression to avoid slipping of end hands.

6. Stencil all shipping and cautionary marks on bale. Do not use tags.

CUSHIONING

Fragile and brittle items must be suspended or protected against shock and vibration by a cushion that gradually increases resistance against item movement. Selection of the correct cushioning material depends on the item's size, weight, shape, surface finish and the built-in shock resistance.

Cushioning Materials and Characteristics

Type Material	Cushioning Characteristics (1)						
	Abrasion Resistance	Resilience	Compression	Absorption	Water Resistance	Crusting (2)	Damping Quality (3)
Bound Fiber	Poor	High	Low	Low	High	High	Fair
Cellulosic	Good	Medium	High	(4)	(4)	High	Excellent
Fibrous Glass	(4)	High	Low	Low	High	Low	Fair
Wood Excelsior	Poor	Medium	High	High	(4)	High	Excellent
Hair Felt	(5)	Medium	Low	(5)	(5)	Low	Poor
Solid Fiberboard	Poor	Medium	Low	Low	High	Low	Poor
Wax Shredded Paper	Poor	Low	High	High	Low	High	Excellent
Wrapping Paperboard	Good	Low	High	High	Low	Low	Excellent
Cellular, Plasticized, Polyvinyl Chloride	(4)	High	Low	Yes	High	Low	Good
Rigid or Elastic Polyurethane Foam	(6)	(6)	(6)	(6)	Low	None	(6)
Chemically Blown Cellular Rubber	Good	High	Low	(8)	(8)	Low	Fair
Latex Foam	Good	High	Low	High	Low	Low	Fair
Sponge Rubber	Good	High	Low	High	Low	Low	Fair
Paper Honeycomb	Energy dissipating medium only						
Corrugated Fiberboard	Used primarily as a die cut, delfs, pads and trays						

(1) These ratings are general in nature. Any characteristics of the material in a customized mode.

(2) Crusting describes the extent of surface breakdown in major or minor particles in transit.

(3) Damping quality reflects the ability of the material to progressively diminish vibration or oscillation.

(4) This material is manufactured under different specifications that vary the degree of firmness of the material.

(5) Used primarily as a bedding for large heavy items. Often given in pads.

(6) This is a firm in-place material that can easily be taken up to meet requirements.



Many products or commodities can be economically palletized or unitized to facilitate their

handling, stowage and protection. Often, packing costs can be significantly reduced by palletizing and unitizing. Pallet and unit loads offer the following additional advantages:

Requires use of mechanical handling equipment—reducing the manual handling damage hazard.

Eliminates the multiple handling of individual items—further reducing possible damage from manual handling.

Reduces opportunity for pilferage and theft and permits early detection of tampering.

Speeds loading and unloading of trailers, boxcars, intermodal containers, barges, ships and aircraft.

Facilitates application of waterproofing protection to the load; the overwrap applied accompanies the load for the entire journey.

Reduces incidence of lost or astray items.

Facilitates checking and inventory of shipment.

PALLETIZING is the assembly of one or more packages on pallet base and securing the load to the pallet.

UNITIZING is the assembly of one or more items into a compact load, secured together and provided with skids and cleats for ease of handling.

PALLETIZING CARGO

There are four "standard" pallets that accommodate the various modal intermodal containers presently used in international commerce. The nominal sizes, in inches, of these pallets are 54 x 45, 45 x 45, 49 x 41, and 48 x 40. In addition, other dimensions frequently utilized include 52 x 44, 44 x 44, 35 x 44, 33 x 44, 36 x 45, and 34 x 45.

Select the pallet that:

1. Best utilizes the space of the intermodal transportation to be used.
2. Best utilizes the uniform unit package dimensions of the item to be shipped.
3. Limits the weight of the palletized load to 2,200 pounds (1,000 kg).

Assemble the individual unit packages on the pallet base without an overhang. The load pattern should minimize voids and be interlocking.

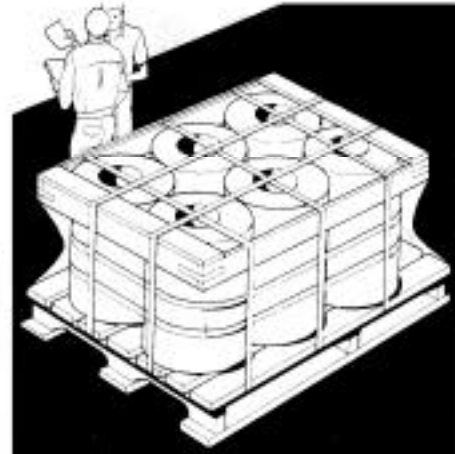
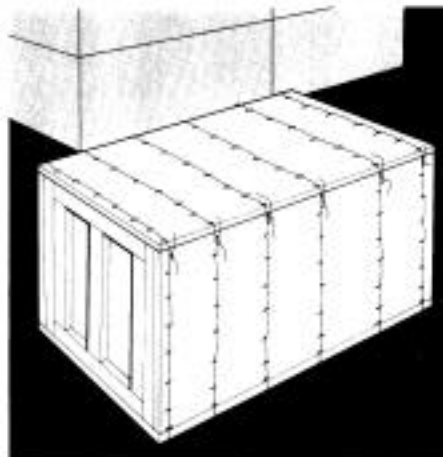
Insert spacers between the rows or layers of irregularly shaped items. Adhesives can be used between cartons in a uniform load.

Secure the load tightly and firmly by using horizontal and vertical strapping. Plastic shrink wrap can be used to stabilize and protect palletized loads.

Provide stacking protection to the top of the pallet by using a lumber, plywood or fiberboard cap. Loads that are susceptible to compression must also be supported with vertical framing.

Palletized loads susceptible to water damage can be protected by shrink wrap or stretch wrap, overwrapping with barrier material, or consolidated shipping in a weathertight container.

Palletized consolidation container



UNITIZING CARGO

Assemble individual items into one unit by bolting, nailing, or strapping together.

Provide unit load with skids to facilitate handling by forklift.

Provide vertical cleats on sides of load to facilitate handling by cargo slings.

Provide water damage protection by using plastic shrink wrap or stretch wrap on individual items before assembly into unit load.

Apply shrink wrap or stretch wrap to entire load.

Use waterproof paper or plastic film overwrap.

The American National Standards Institute (ANSI) publishes a guide to aid manufacturers, consumers and the general public on unit-load and transport-package sizes to efficiently fit within the truck trailer, freight container or railroad boxcar. Unit load stacking patterns are also presented. ANSI can be contacted at 1430 Broadway, New York, NY 10018. Reference ANSI MH10.1M-1980.

SUGGESTIONS FOR VALUABLE SHIPMENTS (AIR)

In planning the shipment of valuable cargo, seek a level of security comparable to the security you know you require for your own premises.

Select a tariff designed for the movement of valuable goods and abide by its recommendations.

Make advance booking with a carrier for shipment so consignees may be on alert for arrival.

Tender shipment to carrier not more than three hours prior to the scheduled departure of the flight for which advance arrangements have been made.

Notify the consignee to accept delivery of the shipment at destination within three hours after scheduled arrival time of flight.

Avoid shipping when consignment will arrive at destination on weekends or holidays. (Some carriers will refuse shipments tendered between 1 p.m. Friday and 8 a.m. Monday.)

When delays in acceptance of valuable merchandise are anticipated, e.g., when weekend or holiday arrivals are unavoidable, arrange for special handling such as transportation via an armored

vehicle or placement in a suitable repository such as provided by Purolator at Kennedy Airport. (Some carrier tariffs provide for special handling charges which are assessed against the shipment when consignee fails to pick up the shipment within three hours of scheduled arrival time of flight.)

Adhere to minimum package dimensions. Most tariffs provide for minimum package size of one cubic foot.

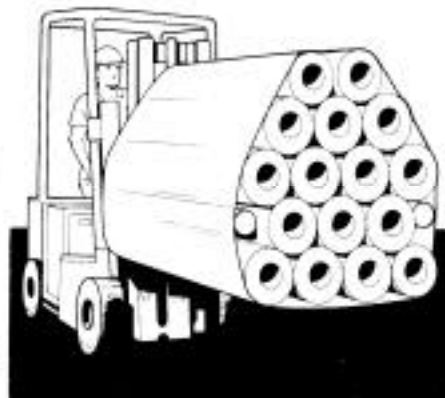
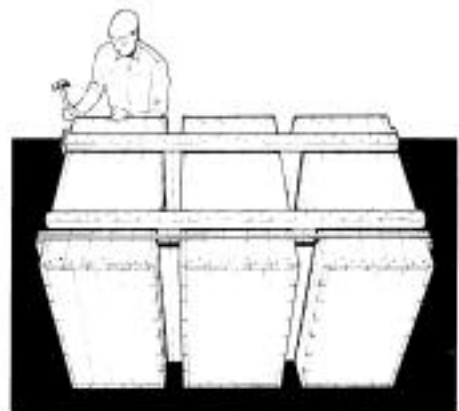
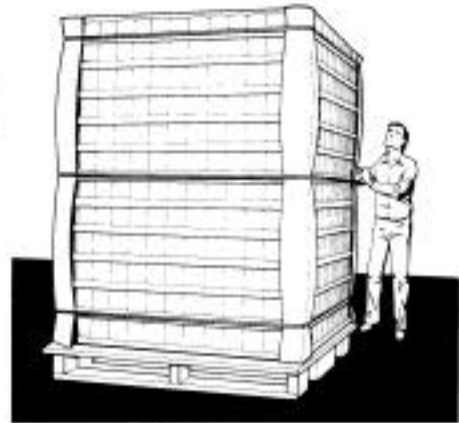
Use only new, well-constructed packaging for your product.

Clear and complete delivery and handling instructions should appear on at least three surfaces of the exterior shipping package.

Eliminate all product identification on the exterior of shipping package.

Avoid shipping on a routine schedule; report suspected theft quickly.

Shrink film overwrap of palletized load—film unifies load, secures it to pallet, and provides water damage protection.



APPENDIX B – SEA LANGUAGE ARTICLES

Sea language washes ashore

Many expressions that had precise meanings for the sailor have become colloquial words and phrases in English that only hint of their maritime origins.

The rich colorful vocabulary of the sea from generations past is still a vibrant part of daily English language. Most persons do not know the origins of words and phrases that have become colloquial expressions, and time has changed or distorted the meanings.

What were precise directions or descriptions have become general phrases that hint at meaning. Yet, they retain the flavor and imply the discipline they once had-and the language of the sea emphasizes discipline. Going to sea - whether for sustenance, transportation, or war-was not a carefree business. The late dean of American maritime history, Samuel Eliot Morison, chastised the poet Allan Cunningham for his ballad:

*“O for a soft and gentle wind!
I heard a fair one cry:
But give to me the soaring breeze
And white waves heaving high.”*

“baloney”

Morison wailed, “ Baloney! No real seaman likes high and heavy seas because they bring trouble and danger. His ideal is the trades - a good steady full-sail breeze...”

“he let the cat out of deleted. the bag”

Discipline has always been demanded by the taskmasters of the sea. “ He let the cat out of the bag,” said today is often followed by an expletive

Six score years ago on board a square rigger, this utterance would have brought chills to the spine, for some poor soul had just committed an offense sufficiently grave to extract the cat-on-nine-tails from its canvas bag. The cat has been out of vogue since the early nineteenth century and needs an introduction. The cat was made of nine lengths of cord, each about 18 inches long with three knots at the tip, fixed to the end of a larger rope which was used as a handle. Flogging, at the very least, would cause severe wounds and could cripple or even cause death. Only Errol Flynn and fellow Hollywood mariners have been able to shrug off its effects. The United States Congress prohibited the use of the cat in 1850, and it was outlawed from the British Royal Navy in 1879. In fact, the cat had fallen into disuse in both fleets shortly after the War of 1812. This brutal instrument is also the basis of the expression “ not enough room to swing a cat.” Obviously, the two-foot cat, added to the length of the fully extended arm of the flogger, required a good measure of working room.

“blue Monday”

A sailor’s misdeeds were recorded daily, and punishment was carried out on the following Monday; thus, the birth of the expression “blue Monday.”

“hands off”

Sailors were considered a rough lot and not to be trusted by their superiors-the officers. Although armed to the teeth when the enemy was at hand, sailors were prohibited from having weapons at any other time. The one exception to this rule was the knife, for this was an essential tool for all seamen. Should, however, the sailor draw his knife in anger, he could lose his hand as specified by British Admiralty law - thus, the derivation of the expression "hands off."

“scuttle butt”

Maritime discipline was harsh: human rights were restricted and, as a result, specific shipboard havens developed. The term “scuttle butt” evolved from this background. There was a cask (butt) with a square hole (scuttle) cut in its bilge, kept on deck to hold water for ready use. On board ships where discipline was strictly enforced, merchant as well as war, the “scuttle butt” was one of the few places on deck where sailors were at liberty to talk; and, today, the term is synonymous with gossip.

“the smoking lamp is lit”

“light up”

Discipline was the ounce of prevention in combating the ancient mariners' greatest fear-fire at sea. Today, “the smoking lamp is lit” frees an individual to “light up” wherever he might be. This interpretation does not bear the severe restriction originally intended. For aboard ship, this lamp was the only place where the sailor had access to fire, and the tobacco had to be smoked in its immediate vicinity, usually the galley (kitchen). To protect the weak-willed from the “cat,” sailors were not permitted to carry flint-the match was not in general use until the middle of the nineteenth century. As iron and steel replaced wood as the primary building material for ships, additional precautions against fire were enforced on vessels carrying dangerous cargoes. For example, mariners were prohibited from wearing shoes using metal nails. A spark in the magazine of a warship or the hold of a merchantman loaded with nitrates or grains could be catastrophic.

“round robin”

“ringleader”

At sea, the captain and the law were synonymous. Martyrdom was the only reward for the individual who opposed injustice. This is illustrated in American literature by Herman Melville's novel *Billy Budd*. However, the system could be challenged if there was strength through numbers, and if leaders could be protected by concealing their identity. Immunity was achieved by the “round robin.” Signatures on a grievance petition would appear as a circular pattern of ribbons similar to the spokes of a wheel. The robin is derived from the French *ruban*, or ribbon. Hiding the identity of the leaders within the circle of signatures may be the origin of the term “ringleader” as well.

“catting around”

Going ashore was in fact as well as name, liberty, and sailors had the reputation of taking full advantage of the relaxed discipline. “Catting around” is a colloquial expression meaning frivolity. Richard Henry Dana wrote that ‘cat’ used as a verb means “to hoist the anchor tip to the cathead.” In order to raise the anchor, hickory bars were inserted into a capstan, a spool-shaped cylinder; and like children on a merry-go-round, the men strained around this apparatus. This may be the origin of “catting around.”

**“mind your
P’s and Q’s”**

Mariners, being the chief patrons of seaport pubs, were often extended credit. A talley board was kept of the pints and quarts that a sailor consumed. The quartermaster of the ship, who was responsible for having a full crew for the next sailing, did well to remind his charges to “mind your P’s and Q’s,” since this equated to their consumption. And, of course, sailors would have to toast the drink with “down the hatch.”

**“down
the hatch”**

**“three sheets
to the wind”**

If a mariner consumed too much alcohol and became intoxicated, he would be “three sheets to the wind.” A sheet is a line used for trimming a sail to the wind. Three broken sheets would render a sailing ship uncontrollable.

**“Loaded to
the gills,”**

Another nautical expression relating to drunkenness, infers that the individual “drank like a fish.”

There are other expressions relating to relaxing of discipline on board ship. A number of these utterances have lost both precise statement as well as meaning.

“shake a leg”

Consider “Shake a leg.” Originally, “show a leg,” was the cry of the boatswain’s mate as he turned out the new watch on board eighteenth- and nineteenth-century British warships. As an incentive to mariners not to desert, they were permitted to have women, ostensibly wives, on board while the ship remained in harbor. Showing a leg was a means of identification.

“son of a gun”

The practice of having women aboard Royal naval ships was not abolished until about 1840. Not surprisingly, the end result of this accommodation was a “son of a gun.” Below-decks in a warship was very crowded and the gangways (passage ways) had to be kept clear. The only place where a woman could give birth was between the guns. Such circumstances were the subject of sea chants:

*“Begotten in the galley and born under the gun.
Every hair a rope yarn,
Every tooth a marline spike,
Every finger a fishhook,
And his blood right good Stockholm tar.”*

Originally, the term “son of a gun” questioned the legitimacy of the birth of an individual.

**“flotsam and
jetsam”**

Another colloquial expression which has unpleasant connotations is “flotsam and jetsam.” Flotsam are goods swept overboard and floating in the sea. Jetsam are goods deliberately thrown overboard when a ship was in imminent danger. Thus, together they are the undesirable elements of society.

**“between the
devil and the
deep blue sea”**

Utterances against the devil are wails of frustration. However, the mariner’s devil was not the anti-Christ, but was a particular seam, a narrow gap between planks, one on each side of the ship just above the waterline. This seam – christened the “devil’s seam” – was the most difficult and dangerous to caulk. A sailor would have to be lowered over the side and work in the dangerous location “between the devil and the deep blue sea.”

the devil to pay

“There’ll be the devil to pay” has a similar derivation. Paying is the act of pouring hot pitch into a seam after oakum has been pounded in, commonly referred to as caulking. In bygone years, the complete utterance was, “There’ll be the devil to

pay and no hot pitch”; thus, not only damning the work location, but also cursing the lack of preparation, since no hot pitch was ready.

**“at
loggerheads”**

Caulking was a frustrating job. Nerves became raw as the hot pitch was spread along the seams. A loggerhead was a tool used for this work. Fights would break out, and the tool would be used as a weapon. The seriousness of the affair was captured by the expression that the combatants were “at logger-heads.” This term today describes an angry relationship between two individuals.

“by and large”

The principles of sailing a full-rigged ship are as mysterious to some as those of splitting an atom. And yet, the English language draws extensively upon the rich language barked out by captains and mates to sailors on deck and aloft during bygone days. A captain would be wise to give the order to sail “by and large” to an inexperienced helmsman (steerer). The ship would not be sailing directly toward its desired destination; but this command would not tax the ability of the helmsman. Colloquially, “by and large” means generally speaking, or lacking precise knowledge or skill.

“taken aback”

If the helmsman did make an error and the wind struck the face or front of the sails, the ship would be “taken aback.” This term means to be stopped suddenly and bears the same significance today.

**“take the wind
out of my sails”**

Should another ship come between a vessel and the wind, that ship would block out the breeze and “take the wind out of my sails.” Colloquially, this saying denotes that someone has been out-performed.

“carry on”

An expression more commonly used in “British” English than in the Yankee provincial form is “carry on.” Recall the series of British movie comedies, *Carry On, Nurse* and *Carry On, Teacher*. Aboard the square rigger, “carry on” was a specific order not to shorten sail, but to carry as much canvas as possible. A Yankee might bellow “full steam ahead,” a nautical expression of a later era.

“knows the ropes”

An individual who “knows the ropes” today is an expert who knows what to do.

A century-and-a-half ago, a novice sailor knew no more than the names and uses of the primary ropes, and his discharge papers were marked “knows the ropes.”

“listless.”

When the wind fills sails, a ship takes on a slight inclination or list. Accordingly, the only time the sailing ship is not listing is when there is no wind at all and the ship becomes “listless.” Today, the word means dull or lifeless.

**“give me
some leeway”**

On board a square rigger, to ask “give me some leeway” would be requesting the helmsman to leave adequate room between the ship and an object on the windward side. Colloquially, this is used commonly to request room to spare.

**“it’s an ill wind...
no good”**

To an experienced square-rig sailor, the meaning of “it’s an ill wind that blows nobody any good” is apparent, for a sailing ship mariner will curse the calm. But to his way of thinking, a wind from any direction must be benefiting someone. William Shakespeare also appreciated this thought for he used it again and again with slight variation: “Ill blows the wind that profits nobody” and “Not the ill wind which blows no man to good.”

“under the weather”	The sea can be demanding and many nautical expressions have grown out of man’s confrontation with the elements. To be “under the weather” it original meaning today. “Overwhelm” is derived from the Saxon <i>whelmen</i> , which means “to bury in heavy seas.”
“carried away”	Sailing ships are powered by the wind as it fills the sails. Should rigging break, a part would be carried away and control would be lost. When a person gets “carried away,” he also loses control.
“gone by the boards”	If a mast should fall and pass over the bulwarks, the walls of the ship surrounding the main deck, it would have “gone by the boards.” As implied in the colloquial meaning, the mast would be irretrievable.
“Cut and Run”	Decisions aboard sailing ships had to be prompt. Any order took time to execute. Sailing ships lying in poorly protected harbors were anchored with their bow toward the sea, for in bad weather they were safer at sea than pinned against the shore. If a storm arose, the captain could give the order to “cut and run.” The anchor cable would be sliced and the ship put to sea immediately.
“figureheads” “figureheads”	The parts of a ship are often referred to in daily speech. Ornate enhanced the bows of most sailing ships: Originally there to ward off evil spirits, as sailors became less superstitious, the pragmatic value of this art gave way to its decorative appeal. Today, a person who is a “figurehead” is also ornamental.
“the bitter end”	“Bitts” are two vertical beams through which the ship’s anchor cable passes. If all of the anchor cable were run out, that which remained on board running through the bitts would be “the bitter end.”
“the cut of his jib”	The expression “I don’t like ‘the cut of his jib,’” warns to beware of a stranger. The jib is a triangular sail set in the stays of the foremast. Many regions of the world have recognizable ways of cutting and rigging a jib, thus revealing a stranger’s identity.
“booby hatch”	Midway down the deck of a ship is a “booby hatch.” Not found on many ships, this is a small opening used to facilitate movement to below-decks. The evolution to the current meaning has been lost. Deranged sailors were often confined below-decks and generally this hatch was the smallest and the least used. These facts may have influenced the current meaning, a mental institution. Until a few decades ago, sailors slept in hammocks and only a few officers on each ship had bunks. During the early nineteenth century, before passenger ships were in common use, packet ships plied regular routes. Packets were designed to carry mail, special cargoes, and passengers whose accommodations included small permanent sleeping berths known as “cribs.”
“lowering boom”	Most cargo ships are equipped with booms, which lift cargo on board. When the loading is finished, the booms are lowered. Today, “lowering the boom” means to bring something to an end.
“high and dry”	Shipbuilding has also been the source of several common expressions to language. A beached ship, or one under repair, was considered “high and dry,” much as the person who is out of his element.
“greased the ways”	To ease the launching of a vessel, grease - in the old days lard - was applied to the runners under a hull, hence “greased the ways.” Now it means the path has been eased or smoothed.

“no quarter given”	Sea warriors have yielded rich additions to our vocabulary such as the expression “no quarter,” a phrase meaning no mercy. During combat in medieval times, an officer could surrender and purchase his life for a quarter of his yearly earnings. The call “no quarter given” notified an opponent that the fight must be to the death.
“long shot”	Notwithstanding the superb marksmanship exhibited in the movies, sailing-ship cannon were effective only at ranges less than 50 yards, anything beyond that distance was considered to be a “long shot.” Today, as yesterday, the expression means of great odds and is particularly associated with the race track.
“fish or cut bait”	The fisherman has also contributed to the rich nautical vocabulary. “Fish or cut bait” emphasizes that there is no room for an idler on these hard-working boats.
“hook, line, and sinker”	Have you ever “taken the bait?” Once you have, you are “hooked!” And if you become more deeply involved than reason would dictate, you have fallen “hook, line, and sinker.”
“A-1”	Most people have unknowingly adopted the language created by the merchant mariner to express quality and honesty. “A-1” condition tells that the hull - the A rating - is in superior condition as is the gear - the “one” rating. This system, created by Lloyd’s of London and is used by ABS in its shipping register <i>Record</i> .
“posh”	<i>Posh</i> accommodations were the most expensive available aboard the British P&O line, which sailed between England and India using the Suez Canal. The word, stamped on the ticket, was a composite of the first initial of the words “Port Out Starboard Home.” This cabin arrangement placed the ticket holder on the shaded side of the ship for the entire voyage. This was particularly important as the ship passed through the boiling Red Sea.
“fits the bill”	Bills of lading are manifests listing goods entrusted to a ship’s captain to be transported. The recipient of these goods would be a prudent man if he checked the merchandise to be sure that it “fits the bill.”
“clean bill of health,”	And a ship’s “bill of health” is a certificate signed by an authority stating the general health conditions in the port and on board the departing ship. A “clean bill of health,” one without reservations, was highly desired. If plague were found on board, a ship would be “quarantined.” The first case of isolating a ship for this reason occurred in Marseilles and the vessel was held for forty days, or <i>quarant</i> in French; thus the evolution of the term quarantine.
“mark twain”	“Mark Twain!” was the cry of river men measuring the depth of water to determine if it was sufficient for safe passage for the vessel and is the pen name of Samuel Langhorne Clemens.
“java”	Geographic names became synonymous with goods and events within the sailor’s vocabulary, and have been borrowed freely. “Java” is coffee, the logical reason that during past centuries the island then called Java were among the primary sources of coffee beans.
“shanghaied”	Have you ever been “shanghaied” from some place? During the last century, sailors found life so good in that port they had to be tricked or bullied back to their ship.
“windfall”	Luck also has its place in nautical expressions. In past centuries trees could not be cut on specified tracts of land in Great Britain. These forests were timber reserves for the Royal Navy - a critical national resource. However, if a

tree blew down, the proprietor could use the timber for his own ends; thus a stroke of good fortune, or a “windfall.”

“aboveboard” No sea story is complete without pirates, and the language owes a debt to Blackbeard and Henry Morgan who plundered the Spanish Main four hundred years ago. “Aboveboard,” today meaning honesty, may have been derived from the pirate practice of hiding crews below-decks and trying to entice merchant ships to come close. Another method of deception employed by pirates, as well as by some ships of the line, was to “sail under false colors” or a different flag. Today this expression is used to describe an attempted deception.

“false colors”

“buccaneer,” These pirates had few havens ashore where they could obtain supplies. However, many of the Caribbean islands were populated by wild cattle and their meat became a primary staple for the pirates. The French word *boucan* is a grill for cooking meat. From this has evolved “buccaneer,” or one who eats dried meat.

“stinkpot” Recalling Robert Louis Stevenson’s character Long John Silver in *Treasure Island*, one can almost hear him refer to Jim Hawkins as a “stinkpot.” This term “stinkpot” well describes an incendiary bomb filled with combustibles used by eighteenth century privateers. This infernal device was thrown or dropped onto the decks of an opposing ship. The intolerable stench and smoke filled the decks causing tumult.

On an evening when a breeze is soaring and the white waves heave high, think of other salty words and phrases that have added flavor to our speech and think too of the sailors who confront the seas and hope for a fair wind from the trades.

Robert L. Scheina

Surveyor

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APPENDIX B CONTINUED – SEA LANGUAGE ARTICLES

Words That Walked the Plank

Seafarers have left the English language a polyglot legacy of everyday words and phrases.

Did buccaneers ever make anyone **walk the plank**? Maybe. We do know that the name **buccaneer** derives from the boucan, a grill kept aboard ship to cook the meat of captured cattle. Those whose dietary **mainstay** was boucan-cooked beef became known as boucan-iers. On a sailing ship the mainstay is the principal rope of a ship's rigging (holding the mainmast in place), but ashore it denotes that which is a chief reliance.

Bouccaniers would often **fly under false colors** using the flag of a state friendly or neutral towards the targeted vessel long enough for the pirates to get within boarding range, at which point the pirate ship **showed its true colors**.

When apprehended, pirates were summarily hanged. In Elizabethan England, the hanging was often done at the desolate Thames tidewaters and the felon buried in mud "so that none may find his foul body nor account for his soul at the resurrection." Some think this is the source of the expression a **stick in the mud**, meaning someone deadly dull whose company is undesirable.

In the 17th-century, hangings were greatly streamlined by a Mr. **Derrick**, an enterprising hangman who invented a special angled beam, topped by a tassel arrangement, that pivoted off the main stalk of the gallows. It gave a production-line speed to the entire execution process. Today his invention - still bearing his name - has less grisly uses.

English is **chockablock** with words spawned at sea. Chockablock itself once denoted that two tackle blocks had been brought together and that no more slack could be taken on the rope. Today "chockablock," shortened to "chock," merely means "completely," as often used in the term "**chock full**."

Going Berserk

Reaching into the past for sea-language stories, one can easily go **overboard** or **get carried away**, phrases which today can be used in degrees of intensity impossible with their original meanings. (It is hard to imagine a sailor going slightly over the side of the ship, or of rigging breaking to the point where the ship became only a little uncontrollable). An extension of getting carried away is to be taken for a **Nantucket sleigh ride**, in which a small whaleboat whose harpoon has found its mark in a lively whale finds itself towed at a furious clip for miles.

In any case, getting carried away is better than going **berserk**. Or, more precisely, "bare-sark," sark being the Old Norse word for shirt, and bare-sark meaning the bold practice of facing foes bereft of chest armor, protected only by sword and strength. A sark is also found in the poetry of Robert Burns. One of his odes tells of a young witch who wore a cutty sark, or cut-down shirt. *Cutty Sark* became the name of one of the most famous of all sailing clippers - and later of whiskey labels. And so a mini-skirted Scottish witch secured a place in maritime history and popular culture.

The Viking culture had another interesting custom, that of setting a dead chief's corpse aboard his flagship, which was launched with steering lashed so that, set afire, it would head out towards the setting sun. This gives us the idiom **gone west**, meaning departed.

The Vikings began coining expressions for us around the seventh century. About a thousand years earlier, in 338 BC, the Romans captured an enemy fleet at Actium (later Anzio). To mark the event, the Romans removed the bronze rams capping the bows of the enemy ships, bringing them to Rome as decorations for the speaker's stage at the Forum. The name for this bowpiece, **rostrum**, eventually became a word describing the stage itself, and today means any stage for public speaking.

Those Roman sailors, by the way, set their sails to a sprit or yard called an **antenna**.

Sea battle has given us many words. During the Punic Wars, for example, a term arose to describe the fellows commanding the warring vessels: "Magestis Navis." Over the years it was shortened to simply **Master**. During the reign of Henry VIII of England (1509-47), as one "tale-spinner" tells it, the French burned the English town of Brighton. Henry dispatched ships commanded by one Admiral **Wallop** to deal them a reprisal, and the Admiral ravaged the French coast so thoroughly that his name soon became a synonym for any devastating blow.

Dutch Uncles

In the heat of battle intrepid gunners would defy the enemy and **stick to their guns** while the crew retreated into a special armored keep whose doors had slots through which guns could be fired. This was **fighting in closed quarters**. Later, "closed" was changed to "close," and the term now means personal combat. John Paul Jones had his "decks painted red," (decks, bulwark and gun ports) so that "a new hand, unused to scenes of strife, might not grow faint at the sight of blood splashed nearby." Dutch captains would pass around genever (from which we get **gin**) to brace the flagging spirits of their men and thus give rise to the idea of **Dutch courage**.

English and Dutch being close language cousins, it is sometimes hard to tell who has borrowed what from whom. Today's English certainly contains many phrases that walked the boards of Dutch sailing vessels. One might say Dutch sailors left behind enough words and phrases to sink a ship. A ship to windward was "te loef" - today, a person closer to the wind than to his mates might be **aloof**. In Dutch a tree is a "boom," as are the rounded spars that, extended, hold studding sails that give the ship more speed, in which case she is said to be booming along, from which some say we derive the idea of **booming times**. The captain of a vessel is a "schipper" (pronounced as in **skipper**), he stands on deck, and when his boat moves rapidly it is said to "skoet" (**scoot**).

The Dutch word for a peg was "peil," and for lead was "loth." The name given to one who was so skilled in ship handling as to be able to bring a ship to port without the use of the lead line (at the end of which was a lead peg) for feeling depths was given the honorary nickname of "lead-peg" or "peil-loth," the tool his skill obviated. From this comes the title **Pilot**.

For one who ran war contraband, whose tactics enabled embattled survivors to carry on a fight and thus delay a combat loss, the Dutch used the word "vrijbuitter" (**freebooter**). The Spanish called the freebooter a "filibustero." Today, a dilatory tactic (often a continuous speech in the U.S. Congress lasting for days) employed to delay or prevent action by a legislative body (a political "combat loss" to its opponents) is called a **filibuster**.

Jolly Good Speech

To **maintain an even keel** in this discussion, credit must be given the numerous Englishmen who set to sea and sent their lingo over the oceans. Once there was a privileged class of squires at sea who carried the banner, or ensign, of their lord and master into battle. When this class eventually received its commission, the name given the rank was that of "the flag," or **Ensign**.

The Ensign's master may well have been a senior officer, one of a group who often wore large wigs and so became known to the common seaman as **bigwigs**. One such bigwig was a certain Admiral Vernon, who habitually wore a long coat made of grosgrain (or grogram) - a blend of silk and wool - and was consequently referred to as "Old Grog." Vernon's great idea was that the Admiralty could save money by cutting the sailors' standard rum ration to 50% water. This was implemented and the men contemptuously referred to the new, inferior drink as grog, and to one who became inebriated on it as groggy.

Pubs, inns and taverns were not always the cleanest of places, and patrons in these establishments were often bothered by hovering insects. One method quickly adopted for protecting their liquor was to place a piece of toast atop the glass. From this practice we get the Spanish **tapas bar** (tapas = toast) and the English expression **to drink a toast**.

Taking the great English passenger lines to India, travelers found the most comfortable trip to be in cabins that were shaded during the hottest parts of the journey. These turned out to be portside to India and starboard on the return. The abbreviation stamped on the ticket was **POSH** - port out, starboard home - which soon became a synonym for "luxurious."

Top-Rate and a Big Cheese

In India, the natives referred to sailors' britches as **dungarees**, which today means blue jeans. Blue jeans are made of **denim**, which was employed for French fishermen's pants long before Levi Straus sold it to prospectors during the American Gold Rush of 1849. The fabric's original name was serge de Nimes. Back in India, an important (or self-important) official with whom a captain might have to bargain for his ship's papers was, in one Indian dialect, a "chiz," begetting the Englishman's question "who's the **big cheese** (top guy) around here?"

When a ship was classed by Lloyd's of London as being top-rate, it was given the mark A-1, A for hull and 1 for machinery (as is used today in the ABS classification). Soon, **A-1** became an expression of honesty and quality.

Discussing the obscure origins of common words and phrases is a practice some enjoy and others honestly cannot **fathom**. "Fathom" originally meant to measure water depth in fathoms. It now means to penetrate and thus come to understand a problem or situation. "Fathom" meaning a depth unit equal to six feet supposedly derives from the Old English "faetm," which means "to embrace." According to one sea language chronicler, the English Parliament had been discussing the need to establish a small, standard unit of depth measure and came to a rather whimsical solution: since an embrace encompassed the distance between a man's hands when placed around his sweetheart - as in a sailor bidding her goodbye - and as that distance averaged about six feet, then six feet should become that standard unit.

Tie Me Up, Tie Me Down

When not embracing sweethearts, old-time sailors had a whale of a time **spinning yarns**. The whale, of course, was the biggest creature a sailor had ever seen (outside of a few sea serpents), and so "**a whale of a ...**" became a superlative for anything large and important. But yarn spinning? That literally meant to make a spun-yarn rope. Two sailors had to operate a small winch-like device that twisted two or more rope yarns or fibers together. It was a long process, and to pass the time the sailors took to talking and story-telling.

How the old-time sailors found themselves aboard ship could be a story in itself - if they were **shanghied**. An unlucky gob might be knocked out in a bar, transported through a tunnel to a secret dock and forced to serve aboard a China-bound freighter (San Francisco is famous for this). Once aboard, discipline was severe, and crewmen often found themselves accused of **working Tom Cox's traverse**, meaning skillful loafing (though Tom's own story is long forgotten). They were punished for infractions (which they tried to keep secret) by a whipping with a cat o'nine tails (**to let the cat out of the bag**).

Tales abounded of Davy Jones, the goblin of the deep that personified the terror of the unknown. Only **Davy Jones' locker**, the sea floor itself (where all items gone overboard wind up, including the bodies of dead sailors), has become a fixture of shoreside mythology.

Tales of the **Flying Dutchman**, captain van Decken, condemned for impiety and venality to roam forever the waters off the Cape of Good Hope, also continue to haunt tellers of folklore worldwide.

Out on the golf course, a source of many tall tales itself, one encounters the fairway - but not the

mariner's **fairway**, which is a straight course down a mild sea channel. From weather talk comes the idea of the **fair-weather sailor**, one whose competency lasts only as long as the calm weather, and later of the "fair-weather friend." Caught by a sudden shift of wind, the ship's sails might be pressed back flat against the masts and the ship would become unmanageable or **taken aback**, much as a person caught by surprise. Another way a sailing ship might become unmanageable would be to break three of the lines used to trim its sails to the wind. These lines are called "sheets," and so another synonym for drunkenness (with which sea-talk is heavily laden) developed: **three sheets to the wind**. Speaking of ship's cordage, there is an old saying that goes "There are only seven ropes on a ship. Most of them are lines." A novice sailor familiar with the names and functions of only the basic ropes was said to **know the ropes**.

To rig once meant simply to fit a vessel with sails and cordage. As a noun, **rig** later referred to a style of dress or to a horse-and-buggy (and today to a car or mechanical setup). Today, "to rig" commonly means to contrive ingeniously or to manipulate by dishonest means.

A number of expressions come from the sailor's rope-handling vocabulary. A seaman might call for more rope on a line, saying **cut me some slack**, or request the helmsman leave adequate room between the vessel and an object on the ship's windward side by yelling out "**give me some leeway**." Should one vessel sail windward of another it would block the breeze and thus **take the wind out its sails**. A ship could make forward progress against the wind by tacking (sailing at an angle to the breeze) and **taking a new tack** until the best approach was found. In calm weather a sailor was known to attempt to **raise the wind** (which now means to secure money or credit) by whistling (**whistle in the wind** now means talking to keep up one's courage).

Windbags

To make the ship run before the wind, it was necessary to bring the yards around to a right angle with the keel. This was called **squaring away**, which today means to pay a debt or to get even. Before squaring away, it was always necessary to **see which way the wind blows**. If in a squall any yards, masts or sails were lost, they would fall into the sea and **go by the boards** or be completely lost. Sailors believed every wind was useful for some ship, somewhere, so "**it's an ill wind that blows nobody any good**." If a ship's papers weren't in order she couldn't leave port and would remain **tied up**. Should a storm approach a vessel at anchor, the captain would give orders to **cut and run** or make a quick escape by severing the anchor line. If the weather turned on a vessel at sea, the captain would seek whatever shelter, however meager, was available - **any old port in a storm**. Temporary spars and rigging contrived after a storm or accident were called **jury rigs**.

A butt was a barrel, and scuttlebut the barrel containing the day's freshwater rations. The **scuttlebut** (much like an office water fountain) became a center for conversation, and now means gossip. One seaman might tell another "**Sling your hook!**" (meaning "Get lost!"), although Shakespeare advised us: "Those friends thou hast and their adoption tried/grapple them to thy soul with hooks of steel."

Curiosities

It seems that everybody has their favorite tall tales, and compilers of sea etymologies are no different. One source will "define" a word or phrase by reeling off a yarn, and another source might spin a tale equally long and call into question or even deny the definition. Sometimes "definitions" seem to border on the fanciful or wishful. For example, did "squid" originate in an ancient word "squit," meaning to squirt? Or the famous word **landlubber**: does it originate as a corruption of "land-lover" or as a descendent of the Middle English "looby" (awkward), which describes a novice seaman or land-lover at sea? And the expression "**to deep six**" something: does it refer to grave digging, or to the last fathom above Davy Jones' locker?

On some full-rigged ships, the topmost sail was a small one called the **skyscraper**. Whether it has anything to do with those tall buildings lining the streets of Manhattan is matter of debate. Similarly

debatable is the **douse**, a seafarer's word meaning to abate or extinguish. Ashore it also means to drench. Word has it that the origin may lie in a very old synonym for the verb "to smite."

To leave someone in the lurch is to leave him in an unsupported or vulnerable position. This may derive from the sailor's favorite game, cribbage in which lurch (itself derived from Middle French "lourche" or deceived) refers to a decisive defeat in which an opponent wins by more than double the loser's score.

Workmen laboring from midnight to eight A.M. are said to be on the **graveyard shift**, from the sailor's graveyard watch, midnight to four A.M. Supposedly, this was once called the "gravy-eyed" watch because it was at the time of night when the eyes became sticky. Over the years, they say, gravy-eyed became the less graphic but more gothic graveyard.

Imported From Afar

"There is a tide in the affairs of men," wrote Shakespeare, probably reflecting on the penetration of the sea into shoreside metaphor. Some stock phrases in English are: **to tide over**, meaning to sustain; "to turn the tide," meaning a (usually for the better) change of luck; **against the tide** (or current or flow), meaning contrary to popular trend and usually very difficult; **with the tide**, meaning to conform.

Rapidly recounting any long list is known as **reeling off** - a term that once referred to the ship's log. Today, a speed log aboard ship is a mechanical or electrical device. Originally, though, the **log** was just that - a piece of wood called a "log chip," tied to the end of a line wound onto a spinning reel. The log line was divided by marks called "knots." To measure speed, the log would be thrown overboard and the line would begin paying out as the ship sailed. After a definite number of seconds (timed by sandglass), the mariner could ascertain from the marks how far the ship had gone and from that number calculate its speed (in, **knots**). When the ship was booming along, the log reel would sound a humming note, from which the "reeling off" of speech derives.

"Log" also refers to the ship's official diary of weather and events, usually kept by the chief officer. The book was originally called the ship's journal, but it got the name "logbook" from the log board, a slate on which speed readings from the log line were recorded. Thus, **to be logged** is to have ones derelictions reported, and to "log" anything has come to mean simply to write it down into a record. An old story goes that one mate, who had been three sheets to the wind and unable to write the ship's log, found the next day that the captain had assumed that duty and logged him as being drunk. The mate said nothing, but added at the end of the next day's log "captain sober today."

When asked to render a service, a mariner might reply "**No can do**" if it is not possible or "**Can do**" if it is. These and other expressions come from Pidgin English, a simplified version of the language chiefly spoken in the Orient. **Chop-chop** meant rapidly, and so a Pidgin English name for the Chinese eating utensils called "k'wai-tsze" (nimble ones) developed: **chop-sticks**. What one eats with chop-sticks was called chow (but not "chowder," which comes from the French word for cauldron, "chaudier").

You Savvy Pidgin?

"Three piecee bamboo" described a three masted vessel. (**Three Sticks Bamboo**, a variation, was the title of a recent book about *Sealandia*, the first ocean-going ship propelled solely by diesel engines.) Expecting a ship to arrive, one might **makee look-see** or "have a look-see" meaning to reconnoiter or search for. A sailor might have asked a Chinese "**You savvy?**" meaning "You understand?," which derives from the Spanish word "sabe" (he knows). It is also used to mean possessing practical know-how.

In a kind of reverse-Pidgin English, another Levantine import could be the phrase **so long**, meaning goodbye, which is held by some to be the seaman's imperfectly understood version of the Eastern farewell "salaam."

The Swedish word "skaffning" (grub or food) metamorphosed into the term "skoff'm" (same

meaning) and now shows up as the slang verb **skoff**, meaning to devour or to seize. When it's time to **chow down** (eat heartily), one dish sailors love to "skoff up" is **curry**, whose name comes from the Tamil-Malawayan word "kari." Over in Berlin, Germans had for centuries loved to take their little sailing craft out for a wild ride on that city's windy river, the Spree. Today, **going out on a spree** refers to any unrestrained indulgence, such as a sailor ashore on a liberty trip engaging in a drinking bout. As long as no bones were broken, everything was **hunky-dory**, a term of approval that supposedly comes from the name of a Japanese port street - hunki dori - that catered especially to sailors.

At the opposite end of the spectrum from hunky-dory we find the terror of the early seafarer, scurvy. Originally it was a condition resulting from a lack of Vitamin C, marked by spongy gums, loosening of the teeth and bleeding into skin and mucous membranes. Today, **scurvy** describes anything as contemptible or disgustingly mean - as in "a scurvy trick." A companion to such a thought may be the phrase "**there'll be Hell to pay**," meaning a time for comeuppance is drawing near.

As some folks tell it, "Hell" was the name of the wooden hull seam just above the waterline, because repairing it at sea was extraordinarily difficult and dangerous. ("Pay" here means filling the seam with hot pitch after caulking.) The original phrase is "**Hell to pay and no pitch hot!**" and probably led to the thought of being **between the Devil and the deep blue sea**.

The Last Word

Collecting sea-born etymologies can become a tall tale itself after awhile, full of so many colorful characters and episodes that it could outlast the spinning of many yarns or occupy many nights in a smoky bar. For example, there are the two sailors who were so desperate for a drink that they drove a spigot into the alcohol-filled casket carrying the body of an old Admiral back to England for burial. Thus arose the expression "**to tap the Admiral**," for the desire to drink any liquor at all (no matter how bad). This bit of nautical English does not seem to have survived the era of Prohibition.

Some even say crewmen twisted the Middle English "yea" into the familiar **aye**. But in the end, asks an old joke, who has the last word at sea, the officers or the crew? The answer: The crew, of course - "Aye, aye, sir."

(JOE EVANGELISTA)

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APPENDIX C - TIME ZONES OF THE WORLD

Noon is the time at which the sun is directly overhead any given location, but this would mean that noon is a constantly moving point and different cities would be 15 minutes or 25 minutes apart, depending on their location. As travel and communications became more universal, it became apparent that a standard of time was needed between different locations. An international conference was held in Washington In 1884, to decide the matter.

Since there are 24 hours in a day, it was decided to divide the world into 24 time zones of 1 hour each. Since the earth is 360 degrees, that meant that each time zone was about 15 degrees of longitude or about 900 miles wide - which is about the distance the sun appears to travel in one hour. For convenience, each time zone uses the average time of that zone and Greenwich, England was decided to be the reference point and called the "prime meridian." Each time

zone is labeled starting to the east of prime with “A” and circling the world. Pacific Standard Time is “R” and Greenwich is “Z” (or Zulu in the military phonetic alphabet). (“I” and “O” were not used.)

Where the time switches from being “before” prime (i.e. before the sun rises at Greenwich) to “after” prime is called the International Date Line which is the point at which the day is arbitrarily changed to the next day. This point is located exactly opposite Greenwich, which turns out to be in a virtually uninhabited part of the Pacific Ocean, so it inconveniences no one. Local variations are made to avoid splitting cities in two and alignments are often made with state lines to minimize confusion.

Daylight Saving Time is an arbitrary adjustment to give people more daylight in the evening hours in the summer and has nothing to do with the sun.

APPENDIX D - WEATHER WARNINGS

The Beaufort Wind Scale

Named after Sir Francis Beaufort, a British Admiral who developed it in 1805, the Beaufort Scale is a universal method of describing wind and sea states according to the descriptions supplied:

---- Wind ----					
Force	M.P.H	Knots	Wave Ht.	Name	Description
0	Under 1	Under 1	0 ft.	Calm	Sea like glass, smoke rises vertically.
1	1-3	1 - 3	.3	Light Air	Ripples on water with appearance of scales.
2	4-7	4 - 6	.5	Light Breeze	Leaves rustle, feel wind on face, small wavelet on water.
3	8-12	7 - 10	.75	Gentle Breeze	Smoke, but not wind vanes, shows direction of wind. Large wavelets, scattered whitecaps on water.
4	13 - 18	11 - 16	1 - 2	Moderate Breeze	Leaves in constant motion on trees, flag flutter; Large wavelets, many whitecaps begin to form.
5	19- 24	17 - 21	3 - 4	Fresh Breeze	Small trees sway. Moderate waves with whitecaps and spray.
6	25 - 31	22 - 27	5 - 6	Strong Breeze	Large branches in motion on trees. Large waves begin to form. Whitecaps and spray everywhere on the water.
7	32 - 38	28 - 33	7 - 9	Moderate Gale	Whole trees in motion. Sea heaps up. White foam from breaking waves blows in streaks along the direction of the wind (scud).
8	39 - 46	34 - 40	10 -15	Gale	Wind breaks twigs off trees; difficult to walk against the wind. Waves long with well-marked white streaks on surface.
9	47 - 54	41 - 47	15 - 20	Strong Gale	Shingles blown off roofs. High waves, rolling seas, streaks everywhere. Visibility reduced due to heavy spray.
10	55 - 63	48 - 55	20 - 30	Storm	Trees uprooted, structural damage to buildings. Very high waves with overhanging crests. Visibility difficult. Sea white & tumbling.
11	64 - 72	56 - 64	30 - 40	Violent Storm	Extremely high waves. Small ships lost to view between waves. Sea completely covered with long white patches of foam and froth.
12	73+	65+	40' +	Hurricane	Air completely filled with foam and driving spray

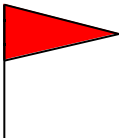
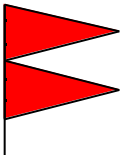
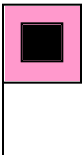
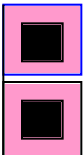
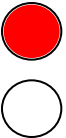
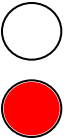
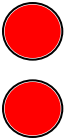
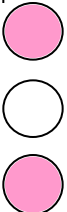
Hurricane Scale (Saffir - Simpson - U.S. Weather Service)

---- Wind ----				
Category	M.P.H	Knots	Wave Surge	Description
I	74 - 95	64 - 82	+ 4' - 5'	Damage to lightly constructed buildings and signs. Some coastal flooding.
II	96 - 110	83 - 95	+ 6' - 8'	Some roof damage on buildings. Considerable damage to trees and shrubs. Coastal flooding and small craft breaking loose from moorings.
III	110 - 130	96 - 113	+ 9' - 12'	Some structural damage to buildings. Large trees blown down. Severe rain. Low lying areas flooded. Evacuation recommended.
IV	131 - 155	114 - 135	+ 13' - 18'	Extensive damage to buildings and trees.
V	155 +	135 +	18' +	Buildings blown away. Torrential rain and flooding.

See "Storms" in main Glossary for description of the way storms are named.

Weather Advisories (U.S. Weather Service)

Storm advisories are displayed at selected U.S. marinas, Coast Guard Stations and harbor locations.

	Small Craft 20 - 38 mph	Gale 39 - 54 mph	Storm 55 - 73 mph	Hurricane 74 + mph
Day signals (flags)				
Night signals (lights)	 red over white light	 white over red light	 two red lights	 red white red

APPENDIX E - WEIGHTS & MEASURES

LENGTH CONVERSIONS

U.S.	=	METRIC	=	U.S.
inches	x 2.54	= centimeters	x .3937	= inches
feet	x 30.48	= centimeters	x .0328	= feet
yards	x .9144	= meters	x 1.0936	= yards
land miles	x 1.6093	= kilometers	x .62137	= land miles
nautical miles	x 1.8533	= kilometers	x .5396	= nautical miles

US SYSTEM

12 inches	= 1 foot
3 feet	= 1 yard
5.5 yards	= 1 rod
40 rods	= 1 furlong
8 furlongs	= 1 land mile
1 land mile	= 5,280 feet
6 feet	= 1 fathom
120 fathoms	= 1 cable length
1 nautical mile	= 6,076.115 feet
3 nautical miles	= 1 league

METRIC SYSTEM

10 millimeters	= 1 centimeter
10 centimeters	= 1 decimeter
10 decimeters	= 1 meter
10 meters	= 1 decameter
10 decameters	= 1 hectometer
10 hectometers	= 1 kilometer

VOLUME CONVERSIONS

U.S.	=	METRIC	=	U. S.
teaspoons	x 5	= milliliters	x .2	= teaspoons
tablespoons	x 15	= milliliters	x .06667	= tablespoons
fluid ounces	x 29.6	= milliliters	x .034	= fluid ounces
cup (8 ounces)	x .237	= liters	x 4.219	= cups
pints	x .473	= liters	x 2.114	= pints
quarts (liq.)	x .9463	= liters	x 1.0567	= quarts (liq.)
gallons	x 3.78541	= liters	x .26417	= gallons
cubic inches	x 16.387	= milliliters	x .06102	= cubic inches
cubic feet	x .028317	= cubic meters	x 35.3145	= cubic feet
cubic yards	x .7646	= cubic meters	x 1.3079	= cubic yards

U.S. SYSTEM

LIQUID MEASURE

4 fluid ounces	= 1 gill
2 gills	= 1 cup
2 cups	= 1 pint
2 pints	= 1 quart
4 quarts	= 1 gallon
31.5 gallons	= 1 barrel
2 barrels	= 1 hogshead
42 gallons oil	= 1 barrel oil

METRIC SYSTEM

1 cubic centimeter	= 1 milliliter
1,000 cc	= 1 liter
liter	= .001 cubic meter
10 milliliters	= 1 centiliter
10 centiliters	= 1 deciliter
10 deciliters	= 1 liter
10 liters	= 1 decaliter
10 decaliters	= 1 hectoliter
10 hectoliters	= 1 kiloliter

DRY MEASURE

2 pints	= 1 quart
8 quarts	= 1 peck
4 pecks	= 1 bushel
6 bushels	= 1 chaldron
128 cubic feet	= 1 cord (wood)

AREA CONVERSIONS

U.S.		=	METRIC		=	U.S.
sq. inches	x 6.4516	=	sq. centimeters	x .155	=	sq. inches
sq. feet	x .0929	=	sq. meters	x 10.764	=	sq. feet
sq. yards	x .8361	=	sq. meters	x 1.196	=	sq. yards
sq. miles	x 2.5899	=	sq. kilometers	x .3861	=	sq. miles
acres	x .4047	=	hectares	x 2.471	=	acres

U.S. SYSTEM

144 sq. inches = 1 sq. foot
 9 sq. feet
 30.25 sq. yards
 160 sq. rods
 640 acres
 1 sq. miles = 1 section
 36 sections = 1 township

METRIC SYSTEM

100 sq. millimeters = 1 sq. centimeter
 = 1 sq. yard
 10,000 sq. centimeters = 1 sq. meter
 1,000,000 sq. millimeters = 1 sq. meter
 100 sq. meters = 1 are
 100 ares = 1 hectare
 100 hectares = 1 sq. kilometer
 1,000,000 sq. meters = 1 sq. kilometer

WEIGHT CONVERSIONS

U.S.		=	METRIC		=	U.S.
ounces (Avoir.)	x 28.349	=	grams	x .03528	=	ounces (Avoir.)
pounds (Avoir.)	x .45359	=	kilograms	x 2.2046	=	pounds (Avoir.)
short tons	x .9072	=	metric tons	x 1.102	=	short tons
long tons	x 1.016	=	metric tons	x .9842	=	long tons

U.S. SYSTEM

TROY

(used in gold, silver & jewels)
 1 grain = .0648 grams (metric)
 3.086 grains = 1 carat
 24 grains = 1 pennyweight
 20 pennyweights = 1 ounce
 12 ounces = 1 pound

METRIC SYSTEM

10 milligrams = 1 centigram
 10 centigrams = 1 decigram
 10 decigrams = 1 gram
 10 grams = 1 decagram
 10 decagrams = 1 hectogram
 10 hectograms = 1 kilogram
 1,000 kilograms = 1 metric ton

APOTHECARIES

(used in pharmacies)

1 grain = .0648 grams (metric)
 20 grains = 1 scruple
 3 scruples = 1 dram
 8 drams = 1 ounce
 12 ounces = 1 pound

AVOIRDUPOIS

(for all other uses)

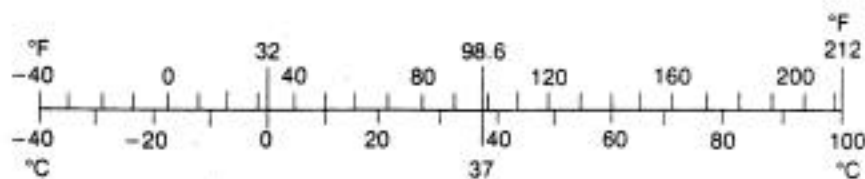
1 grain = .0648 grams (metric)
 27.34 grains = 1 dram
 16 drams = 1 ounce
 16 ounces = 1 pound
 25 pounds = 1 quarter
 4 quarters = 1 hundredweight (cwt)
 100 pounds = 1 hundredweight (cwt)
 20 hundredweights = 1 short ton
 2,000 pounds = 1 short ton
 2,240 pounds = 1 long ton

APPENDIX E (continued) - WEIGHTS AND MEASURES

TEMPERATURE CONVERSIONS

$$\frac{\text{FAHRENHEIT} - 32}{1.8} = \text{CELSIUS}^* = \frac{\text{FAHRENHEIT} - 32}{9/5}$$
$$^{\circ}\text{F} - 32 \times .5556 = ^{\circ}\text{C} \times 1.8 + 32 = ^{\circ}\text{F}$$

*same as Centigrade



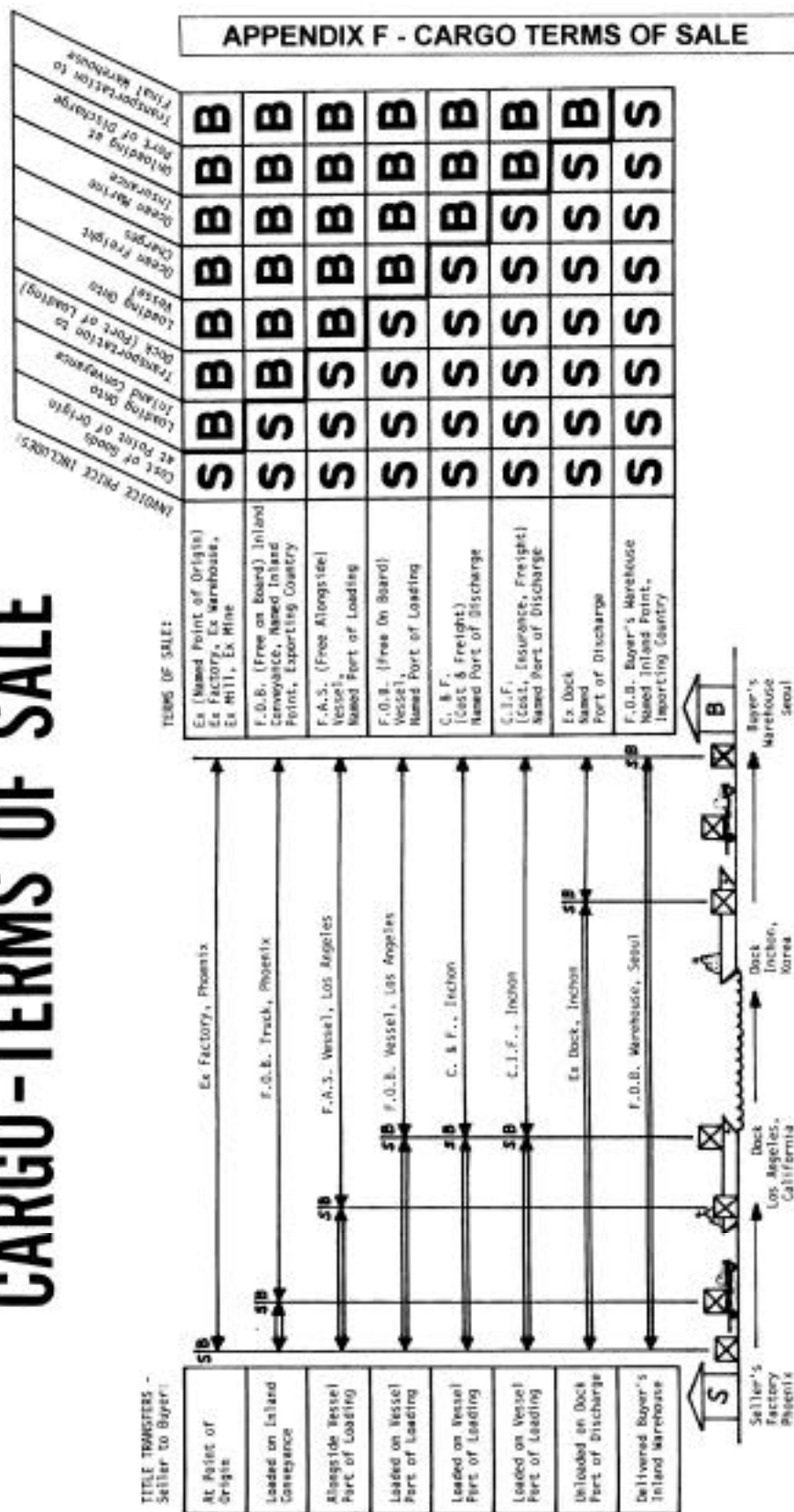
LENGTH MEASUREMENTS



(rulers are for comparison use only - are not accurate)

DIAGRAM OF AMERICAN FOREIGN TRADE DEFINITIONS - 1941

CARGO-TERMS OF SALE



FEEDBACK LETTER TO ASSOCIATION

TO: ASSOCIATION OF MARINE UNDERWRITERS OF SAN FRANCISCO
P.O. Box 194623, San Francisco, CA 94119-4623

RE: EDUCATION COMMITTEE
GLOSSARY REVISION

DEAR EDITORS:

THESE WORDS SHOULD BE ADDED TO YOUR GLOSSARY:

THESE CORRECTIONS SHOULD BE MADE:

THESE CHANGES SHOULD BE MADE:

OPTIONAL NAME:

ADDRESS

Sea Fever

John Masefield

I must do down to the seas again, to the lonely sea and sky,
And all I ask is a tall ship and a star to steer her by,
And the wheel's kick and the wind's song and the white sail's shaking,
And a grey mist on the sea's face and a grey dawn breaking.

I must go down to the seas again, for the call of the running tide
Is a wild call and a clear call that may not be denied;
And all I ask is a windy day with the white clouds flying,
And the flung spray and blown spume and the sea-gulls crying.

I must go down to the seas again to the vagrant gypsy life,
To the gull's way and the whale's way where the wind's like a whetted knife;
And all I ask is a merry yarn from a laughing fellow-rover,
And quiet sleep and a sweet dream when the long trick's over.