

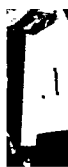
第幾先生指正

親

文翔持

贈

廿三年  
廿一日



## 海運法序

我國自鴉片戰爭以來，海禁大開，東西各國，通商日益繁盛，海商法之需要，亦因而日形深切。但我海商法頒布施行爲時甚晚，且以領事裁判權存在之關係，凡華原洋被之案件，復適用外國法例，一般航商通用文件，無不沿用外國文字，尤以英文爲最普通，故我國商人與外商訂立是類契約者，於文字上或法理上，終不免有所隔閡，實商業上之缺陷也。津門魏君文翰有鑒於此，爰取各國所共守之海商習慣公約而逐譯之，並附通用文件，及關係法令，以資參攷。名之曰海運法。條分縷晰，秩序井然，誠爲溝通中西適應時世需要之作。現在我國正擬收回領事裁判權，對於一切法律與夫司法人才，無不積極準備，而要以關於海商法者，尤爲缺乏。魏君此書一出，不特商人可得商法之指南，卽一般學者，研究海商法學，或立法者，修訂海商法例，有此參攷資料，亦可多獲他山之助，其裨益豈淺鮮哉。



民國二十二年三月

中山鄭天錫序於金陵

## 序言

我國航業幼稚莫可諱言厥因雖夥而不事研求實其一也夫研求必賴有考證而考證尤賴能搜集雖然豈易言哉業航者以襲取皮毛爲能事欲求其知所當然者且不多觀况等而上之者乎至國人之不業航者則復以爲痛癢無關迄鮮過問遑論研求縱有其志又苦無專門冊籍以資考證鄙人經營航業垂三十年深知研求考證搜集有相互之必要但排除環境日苦不給有志未伸自慙正切友人魏文翰君以法律專家研究航海法例歷有年所心得頗多今不惜犧牲其光陰將關於航業必要事件搜集成書復不惜巨資以刊印之俾供國人研求考證之用豈僅裨益航業已哉此實鄙人固所願而求未得者尊爲航業津梁倘亦我同業我國人所許可者耶謹抒鄙臆以爲之介有餘榮焉是爲序二十二年四月鎮海虞和德序





## 自序

海南發達最早之地，爲地中海沿岸，非尼西與羅迪諸國，尤其較著者也。當羅迪時代，已有若干共同遵守之航海習慣，迨至路易第十四時代，法國已有完備之海商法令，英國當時雖無法典式之法令，然其習慣與判例，極爲詳明，亦有軌可循。在近數十年來，世界各海商國家團體，根據習慣而謀海商法令或規則之統一，例如約克恩的華浦規則，航海避碰程章，碰撞統一公約，載貨證券統一規則，海上人命安全公約等，均爲世界各國共同同意所遵守者，此外歐美各國，以英國爲最先進，單獨製定之海商法令，爲數尤夥。

查我國與外國，向少商業往來，自雅片戰役後，始正式與外國通商，外商在我國經營輪船事業者，首推中國航業公司，即太古輪船公司，成立于同治五年，其次爲印度中國輪船公司，即怡和輪船公司，成立于光緒元年，我國輪船招商局，亦于同治十一年間成立。

我國向鮮海商法令，雖于民國七年，因江寬輪船與楚材兵艦碰撞，有製定航律之建議，然迄未實現，直至民國十八年十二月卅日，始正式公佈中華民國海商法，于二十年一月一日施行。嗣海商法令，經公佈施行者，爲數亦復不少，然我國航商普通所用之文件，仍沿用英文，均根據世界海商習慣及公約所製定者，然因沿用已久，對於習慣公約，每有疏忽之虞，加之該文件等詞字異特，尤有隔膜之弊，偶于事故發生，瞭然不知若何措置者，實非鮮見，不佞不揣剪陋，謹將世界所共同遵守之海商習慣公約，及通用之文件，譯成中文，並附英文原本，以便參閱。再對於海運主要部份，分章討論，冀與譯成之公約文件，合成一氣，而有系統，深知缺欠之處甚多，倘閱者諸公，進而指正之，則幸甚焉。租船合同，雖系海運重要文件之一，然其所適用之法律，與載貨證券所適用者大致相同，故列入件附。

民國二十二年一月

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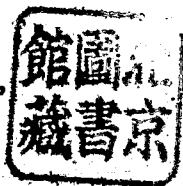


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# 海運法

## 第一章 載貨證券

凡貨物交付某一船舶，代為運送，該船舶所有人，或其代理人，或船長，因之發給文件，承認貨物業已裝載，並註明運送條件，是項文件，在英文即謂之，*Bill of Lading*，在中文即俗稱之曰提單。然 *Bill of Lading* 名詞之適用，僅限于船舶運送，而提單名詞，凡于貨品運送，由運送人所發給之承認收受之文件，均得適用之，固不限于船舶運送之文件。查我國民法債編第六百二十五條至第六百三十條，關於提單之規定，均指同法第六百二十二條之運送物品而言，英文與中文名詞所適用之範圍，既不相同，似不應混用。復查我國海商法關於船舶運送物品所發給之文件，稱之曰載貨證券，其第八十五條至第八十九條之規定，均與各國關於 *Bill of Lading* 之普通法令大致相同，雖于第八十六條訂明載貨證券應由船長簽名，似與 *Bill of Lading* 在習慣上大都由運送人及其代理人或船長簽名之規定，稍有不同，要不能因簽名者僅明訂為船長，即將載貨證券認為 *Bill of Lading* 以外之文件，且船舶因運送物品，普通發給之承認收受文件，除 *Bill of Lading* 外，則為 *Mate's Receipts*，即船主收據，倘假定載貨證券為 *Mate's Receipts*，海商法第八十五條至第八十九條大部份均不



(南)

能適用，基上意旨，故可斷定載貨證券決非 *Mate's Receipt*，確係 *Bill of Lading*。

載貨證券爲件貨運送之主要文件，因託運人之請求，由運送人或其代理人所發給者，雖于我國海商法第八十六條規定，載貨證券應由船長簽名，然實際上習慣上，均由運送人或其代理人簽發，惟船主收條 *Mate's Receipt* 係由船長或其他船上負責人員簽發者，但船主收條並非載貨證券，已如上述。

按普通習慣，託運人或其代理人，先向運送人或代理人商洽所擬裝之船舶及貨物目的港。又貨物之件數，然後按時將該貨品運至該船舶停靠之碼頭，或將該貨品以駁船或其他小船運至該船之旁邊，該船舶得按情節將貨品由碼頭小工及或吊機運入船艙，並堆積相當地位，同時船上負責人員計數，以明貨品件數之準確，于該貨品運至船上完畢後，船上負責人員發給船主收條 *Mate's Receipt*，是爲準確貨品件數，業已裝載之證明，託運人以之得請求換取載貨證券，該載貨證券記載之條文甚多，雖各輪船公司發給之格式各異，然大致均同，查我國各輪船公司之載貨證券，現尙均爲英文，受英籍商輪公司如怡和太古各公司之影響甚鉅，我國商人沿用英文文件已久，因之不求甚解，發給者率由舊章，收受者亦不究其實意，每遇意外事變發生，則瞭然不知所依，誤會橫生，實非鮮見，茲特將招商局之載貨證券，英國怡和公司所代理之印度中國公司載貨證券，三北輪埠公司之載貨證券，其原文及譯文列舉于后，以便研究。

## Sample A

Shipped, in good order and condition by.....

in and upon the C. M. S. N. Co.'s Steamer called the.....whereof.....  
is Commander for the present Voyage, or whoever else may go in Command, and  
now lying in the Port of SHANGHAI, and bound for.....with liberty to  
receive and deliver Cargo and Passengers at any Ports, and take any vessel in tow  
on the route, and to land Cargo into Godowns, or tranship to a Hulk if not taken  
delivery of on arrival.

being marked and numbered as in the margin, and to be delivered in like good order and condition, at the Port of.....

(The Acts of God, the Emperor's Enemies, Pirates, Restraint of Princes, and Rulers,

Fire at Sea or on Shore, Accidents from Machinery, Boilers, Steam, stranding or wreck however caused, or from collision or any other Accident of the Seas, Rivers, and Steam, Navigation of whatsoever nature or kind, misfeasance, error in judgment negligence or default of pilot, master, mariners, engineers or other persons in the service of the ship whether in navigating the ship or otherwise excepted,) unbo..... or to his or their Assigns. Freight for the said Goods to be Paid in SHANGHAI, as per margin, ship lost or not lost with average accustomed

In Witness whereof the Commander or Agent of the said Steamer hath affirmed to..... Bill of Lading, all of this tenor and date: the one of which Bills being accomplished, the other to stand void.

Dated in SHANGHAI.....19

weight, Contents and value unknown, and not accountable for Leakage, Breakage, or Consequences arising from insufficiency of Address or Package.

China Merchants Steam Navigation Company.

Per.....

提單樣本(甲)

招商局載貨證券

業已裝載，其情形狀況均佳，裝載人爲

裝于招商總局船舶名稱

由

爲本次航程船長，或由他人爲船長，該船舶現停泊上海港口，開往

得在任何

港地自由上下貨客，並得沿路拖帶任何船隻，如貨已到達而未經領受時，即得將貨物卸入棧房，或移轉其他船隻。

其標記號數，在頁邊註明，應依照同等情形狀況交付，在港口

(天災國敵海盜，王公當局之制止，海上陸地之火燒，以及因機器鍋爐汽機擱淺船破所有之事故。或因碰撞，或因海江河航行所發生之一切種種事故，又因引水人船長船員或其他船上服務人員之不當行爲，錯誤見解，不慎或過失，無論船舶在航行中與否，均在例外。)

交付  
或其受讓人上開貨物運費，應在上海給付，如頁邊所記載者，無論船舶滅失與否，

至海損一節，應依照慣例辦理。

茲憑見證本船船長或代理人發給

生效力，其他作廢。

上海 年 月 日

重量內容及價值不明，走漏破碎，或因住址，或因包皮不充分所發生之結果，均不負責。

招商總局

押簽

丈量及重量

噸數 尺數

本公司對於絲類及超過銀二百五十兩價值之包裹，不負責任，但其價值，于裝船時，業經聲明，及其運費，業經依照價值丈量給付者，不在此限。

**Sample B**

**Indo-China Steam Navigation Company Ltd. No.....**

Shipped in apparent good order and condition, by.....

on board the Steamship"....."whereof..... is Master for this present voyage lying in the port of SHANGHAI and bound for.....with liberty to discharge and receive Goods and Passengers and to call at any Port or Ports in or out of the customary route for any purpose, and to take in coal or other necessary supplies at any intermediata Port or Ports to sail with or without Pilots and to tow and assist vessels in all situations of distress, and to land cargo into godowns or tranship to a Hulk, if not taken delivery of on arrival.

being marked and numbered as per margin, and to be delivered subject to the

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exceptions and conditions hereafter mentioned, in the like good order and condition from the ship's tackles (where the ship's responsibility shall cease), at the aforesaid Port of..... or so near therunto as she may safely get, unto..... or to his or their assigns. Freight for the said goods and primage (if any), to be paid in..... Ship lost or not lost, Average payable according to York-Antwerp Rules 1924 and other charges as accustomed.

The following are the exceptions and conditions above referred to:—

1. Weight measure quality contents and value unknown (except for freight purposes) and not responsible for specification, gauge, brand or countermark.
2. The Act of God, the king's Enemies, pirates, robbers, or thieves by land or sea, arrests or restraints of Princes, Rulers or People, restrictions or consequences of Quarantine boycott loss or damage from machinery, boilers or steam or from explosion, heat, or fire on board, in bulk or craft or on shore, jettison, barratry, any act, neglect or default whatsoever of Pilots, Master or Crew in the management or navigation of the ship, results direct or indirect of strikes or other

refusal of duty on the part of Captain, Officers, Engineers or Crew and all and every the dangers and accidents of the seas, rivers and canals and of navigation of whatever nature or kind are excepted.

2a. The ship is not liable for loss or damage occasioned by unseaworthiness at the time of Shipment or beginning of the voyage or unfitness to receive or carry its cargo or perform the voyage provided owners have exercised reasonable diligence to make the ship seaworthy refit.

3. The ship is not liable for accident, loss or damage of any description resulting from any of the following causes or perils, viz:—insufficiency of packing or reasonable wear and tear of packages, or inaccuracies, obliteration or absence of marks, numbers, address or description of goods shipped, leakage, breakage loss or damage by dust from coaling, on the voyage, sweat, rust, decay, or any consequences arising from overcarriage or loss of market.

4. Fines and expenses, and losses by detention of ship or Cargo, caused by incorrect marking or by incomplete or incorrect description of contents or weight

or of any other particulars required by the authorities at the port of discharge, upon either the packages or Bills of Lading, shall be borne by the owners of the goods.

5. The steamer while detained at any Port for the purpose of coaling is at liberty to discharge and receive goods and Passengers.

The Owners of this steamer will not be accountable for Gold, Silver, Bullion, Specie, Jewellery, Precious Stones or Precious Metals, or beyond the amount of One Hundred Mexican Dollars for any one package, unless such valuation is declared and so expressed in this Bill of Lading at the time of shipment, and Freight paid in proportion to the measurement or weight and valuation.

6. If medicinal fluids, or any other goods of an inflammable, damaging, or dangerous nature are shipped without being previously declared and arranged for, they are liable, upon discovery, to be thrown overboard or otherwise dealt with at the discretion of the Master and the loss will fall upon the Shippers or Owners of such Fluids or Goods who will in addition not only be liable to the penalties imposed

by Statute but also for all damages sustained in consequences of such shipment.

7. Consignees to take delivery of their cargo from on board as soon as vessel is ready to discharge otherwise it will be landed at consignees risk and expense and no claims will be entertained on same, any custom of the port to the contrary notwithstanding. In the event of any packages being refused on account of condition, they are, if in bad order, to be examined on board the steamer, and contents certified to, when steamer's responsibility will cease. Claims accompanied by certificate to be sent immediately to the agents of steamer at Port of discharge, no claim will be entertained unless made within one month of the date of arrival of the steamer.

8. This cargo is subject to reweighing and/or remeasurement at port of destination. Should it turn out in excess of Bill of Lading quantity, three times freight is to be paid on such excess. A wrong description of contents shall release the Company from all responsibility in case of seizure or detention.

9. In case of Quarantine, the Goods may be discharged into quarantine depot, hulk, or other vessel, as required for the ships despatch. Quarantine expenses upon

the Goods of whatever nature or kind, shall be borne by the Owners of the Good. Steamer not responsible for damage to goods disinfected by Quarantine Authorities.

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10. In case of the blockade or interdiction of the port of discharge, or if the entering of or discharging in the Ports shall be considered by the Master unsafe by reason of war or disturbances, the Master may land the Goods at the nearest safe and convenient Port, at the expense and risk of the Owners of the Goods; and the Ship's responsibility shall cease when the Goods are so discharged into proper and safe keeping, the Master giving immediate notice of same to consignees of the Goods so far as they can be ascertained.

11. The Master or Agent shall have a lien on the Goods for payments made or liabilities incurred in respect of any charges stipulated herein to be borne by the Owners of the Goods.

12. In case any part of the within goods cannot be found during the ship's stay at the port of destination, they are when found to be sent back by first steamer at the ship's risk and expense.

13. The ship shall not be liable for incorrect delivery unless each Package shall have been distinctly and permanently marked by the shippers before shipment with the correct name of the port of destination, or for breakage or damage to castings, cast iron pipes or unprotected cargo, Fish, fruits vegetables and all perishable goods and all cargo carried on deck is conveyed solely at the risk of the shipper.

14. If the Owners of the Ship shall have exercised due diligence to make said ship in all respects seaworthy, and properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from fault or negligence of the pilot, master or crew in the navigation or management of the ship, or from latent or other defects, or unseaworthiness of the ship, whether "existing" at the time of shipment or at the beginning of the voyage, but not discoverable by due diligence, the consignees or Owners of the cargo shall not be exempted from liability for contribution in General Average, or for any special charges incurred, but with the ship owner shall contribute in General Average, and shall pay such special charges, as if such danger damage or disaster had not resulted from such

fault, negligence, latent or other defect.

15. The Company's liability in case of loss or injury to goods for which they may be responsible within the limits of this Bill of Lading to be calculated on and in no case to exceed the net invoice cost and disbursement.

16. The Owners will not be responsible for capture, seizure and detention and the consequences thereof, or any attempt thereat nor for any consequences of hostilities or warlike operation, whether before or after declaration of war

17. TRANSHIPMENT CARGO.-Cargo for ports at which this steamer does not call will be transhipped at the Company's discretion, subject to all the conditions required by the vessel or vessels completing the transit. All transshipment to be at the expense of the steamer, but at the risk of the owner of the Goods.

IN WITNESS whereof the Master or Agent of the said Ship has signed .....  
Bills of Lading, exclusive of the Master's copy, all of this tenor and date one of which being accomplished, the other to stand void.

Dated in SHANGHAI, this.....day at .....

For The Indo-China Steam Navigation Company, Limited,

JARDINE, MATHESON & Co., Ltd., - General Managers.

Per:.....

### 提單樣本(乙)

印度中國汽船公司(即怡和輪船公司)

印度中國汽船公司

第 號

業已裝載,其外表情形狀均佳,裝載人爲

裝于

船舶上,由

爲本次航程船長,該船舶現泊上海港口,開往

得在慣例航路內,或航路外之任何港口,

自由上下貨客及停泊,並得在其航程間任何港口,收受煤炭或其他必需給養品。無論有無引水人,均得駛行,在所有危急情形下,均得拖帶救助船隻,如貨已到達而未經領受時,即得將貨物卸入棧房,或移轉其他船隻。



其標記號數，在頁邊註明，除受下列例外及條件拘束外，應依照同等情形狀況，由船舶屬具間交付。  
船舶責任因止于此。在港口

或在該船舶所能安全駛達之最近處，交付

或其受讓人上開貨物運費及雜費，應在

給付，無論船舶滅失與否，海損應按照一九

二四年約克恩的華浦規則分配。至其他費用，亦按慣例辦理。

下列各項即係上開之例外及條件

(一) 重量丈量品質，內容及價值不明，(關於計算運費不在此限。)種類尺寸記號加記，均不負責。

(二) 甲 天災、國敵、海盜、陸地或海上之強盜及賊竊、王公當局人民之拘捕或制止，防疫處或抵制貨物所為之拘束及其結果，機器鍋爐或汽機所有之滅失損害，船上船壳或船具或在陸上因爆裂熱力火燒所有之滅失損害，引水人船長船員因管理駕駛船舶所有之投棄，故意違職，錯誤過失，及一切行為，又船長職員機師船員及其他人員所為罷工或拒絕職務之直接或間接之結果，及海江河中與航行所發生之危險事故等項，均在例外。

(二) 乙 船舶對於貨物裝運時，或開始航駛時，因缺乏航海安全能力所發生之滅失損害，或對於收受運送貨物履行航程為不適宜所發生之滅失損害，均不負責，但以所有人業盡相當謹慎，使該船舶有航海安全能力及適宜者為限。

(三) 船舶對於因下列各項或海難所發生之一切事故滅失損害，均不負責。

包裹不充分。

包裹之自然消損。

裝運貨物之標記、號數、地址、或註載係不確者、塗抹者、或未經註明者。

走漏破碎。

航程中因煤屑所發生之滅失損害。

汗水、生鏽、腐爛、或因運載過量及市價虧損所發生之一切結果。

(四) 包裹或載貨證券之標記內容重量、或其他依卸載港主管機關應為各項未經充分或明確記載，因致船舶貨物扣押，其所發生之罰金費用或損失，均歸貨物所有人負擔。

(五) 船舶因上煤而停留任何港口時，得自由上下貨客。

船舶所有人對於金銀、錢財、古玩、珠寶、貴重寶石、貴重金屬、或在一百元價值以上包裹，不負責任。但該價值業經聲明，並于裝運時註明于載貨證券，而運費按照丈量重量價值比例給付者，不在此限。

(六) 如藥類流動品、或其他燃燒性、損害性、危險性之貨物，于裝運時未預為聲明或接洽者，該流動品或貨物于被發覺後，得由船長斟酌處分之、或投棄之、其貨物所有人或託運人應負一切損失。

責任，除承受依法所有之處罰外，並負擔因是項裝運所發生之一切損害。

(七) 受貨人于船舶準備卸貨時，即應由船上受領，否則該貨物起陸之危險及費用，由該受領人負擔，並不持有若何請求，雖卸載港口之習慣，與此不符者，亦無影響，倘包裹因狀況不佳，而拒絕受領者，如係情形損壞，應在船上檢驗其內容，亦應予以證明，船舶之責任，因之停止，所有要求，連同證明單，應即送遞卸載港之船舶代理人，以便是項請求之接收，但是項請求，應于船舶到達之日起一個月內為之。

(八) 貨物之重量丈量，在港口或目的地得重為計算之，倘量數超過載貨證券註明之量數，其超過之類數，應按運費三倍給付，倘貨物內容之記載錯誤，本公司不負沒收或扣留之責。

(九) 如因防疫關係，貨物得卸載于防疫處棧房、蘆棧，或其他船隻，均以便利船舶開駛情節為斷，又因防疫關係，對於該貨所生之費用，由貨物所有人負擔，船舶對貨物因主管防疫處消毒所有之損害，不負責任。

(十) 如卸載港業被武力或命令封鎖時，或船長因戰爭或暴動認該港口之駛進或卸載未為平安時，該船長得于其最近之安全便利港口，將貨物起陸，其費用及危險，由貨物所有人負擔，于貨物業在相當及安全處所卸載後，船舶責任即為停止，船長應即將是項情節，通知可查明之受貨人。

(十一) 船長或其代理人對於貨物，應有留置權，凡貨物所有人在本券內所應負擔之金錢給

付及義務，均得因之留置。

(十二) 如本券註明之貨物，無論爲任何部份，于船舶停在目的港時，未能尋見者，該貨物部份于尋見時，應由第一個船舶送還，其危險及費用，由船舶負擔。

(十三) 船舶對於貨物交付錯誤，不負責任。但每包均經託運人在裝運前清楚永久註明，而目的港之名稱，亦爲明確註明者，不在此限。再船舶對於生鐵器生鐵管，或無保護貨物之破碎缺殘，不負責任。關於魚類、水菓、菜蔬一切易腐之物，及裝于甲板之貨物，其運送危險責任，由託運人完全負擔。

(十四) 如船舶所有人對於船舶之航海安全能力，水手設備給養，業盡相當謹慎之責，茲經同意，凡因下列各項所發生之危險損害或大禍時，一引水人、船長、或船員，因駕駛或管理船舶所爲之過失及不慎，又船舶在裝運時，航程開駛時，所有之暗藏缺殘，或其他缺殘，航海安全能力缺乏，雖經謹慎方法，猶不能發現者，一受貨人或貨物所有人，不得避免其同海損及其他費用之分担責任，船舶所有人對於其同海損及其他特別費用，亦應負擔，其負擔情節，以假定該危險損害或大禍，並非因該過失、不慎、暗藏缺殘，或其他缺殘所致者論。

(十五) 本公司對於貨物之滅失損害，依照本載貨證券應負責任時，其損失計算，不得超過發票之成本及費用。

(十六) 船舶所有人對於捉捕、沒收、扣留，及其一切影響，或上開意圖行爲，或宣戰前後之敵對

或戰爭行為，均不負責。

(十七) 貨物轉運——凡運往本船舶不停泊港口之貨物，得以本公司之斟酌轉運，但應受完成轉運船舶章程之拘束，其一切轉運費用，由本船舶負擔，但其危險責任由貨物所有人負擔。

茲憑見證，本船舶船長或代理人簽發 份載貨證券，船長一份，不計在內，其字義日期均同，如其一份已發生效力，其他作廢。

年 月 日

印度中國汽船公司

怡和輪船公司 總經理人

Sample C

S. P. 總 19

B/L No. ....

SHIPPED in apparent good order and condition by .....  
at the Port of SHANGHAI, on board the Steam Ship "....."  
(under Chinese flag), commanded by .....for the present voyage

or whomsoever may be placed in command, Bound for.....

Leading Marks	Distinctive Numbers	Number and Description of Packages	Contents

Packages of Merchandise marked, numbered and described in this Bill of Lading (weight, measure quantity, brand, contents, quality, and value unknown-except for freight purposes), and to be conveyed and delivered, subject to the terms, provisions and exceptions herein contained, INCLUDING THOSE ON THE BACK HEREOF, whether written, printed, stamped, or incorporated, in like good order and condition at the Port of.....  
 (or so near thereto as she may safely get) unto.....

or to his or their assigns

(Notify.....)

2

FREIGHT and/or charges as per margin and all other payments becoming payable under this Bill of Lading to be paid by the Shippers in advance on delivery of the Bill of Lading, in cash Without any allowance or discount, or at the destination by the Consignees as may be agreed upon and declared in the margin hereof. Freight and/or charges are deemed to have been earned on shipment, whether the ship or goods be lost or not lost at any stage of entire transit.

In Witness Whereof, the Master or Agent of the said Ship or Carrier has signed.....Bill of Lading (excluding Captain's Copy) all of this tenor and date, one of which being accomplished the others to stand void,

Dated in SHANGHAI, this .....day of.....193.....

THE SAN PEH S. N. Co., Ltd.

Per.....

Terms and Provisions referred to on face here and all of which are agreed to by shipper.

1. The Carrier (which expression wherever and hereon includes the shipowners, charterers, agents and/or master of any carrying vessel) reserves the right of charging freight by weight, measurement, value, and of reweighing or remeasuring and charging freight accordingly before delivery; the expenses incident to reweighing or remeasuring shall be borne by the owner of the goods if the weights or measurements are found to be incorrect. Parcels for different consignees collected or made up in a single package addressed to one consignee shall pay full freight on each parcel. In case any damage or loss results to the Carrier, ship, cargo, lighters, cranes, or hoisting tackle, owing to incorrect weight, or no weight having been declared, the shipper, consignee and/or owner of the goods shall be responsible therefore.

2. The goods may be stowed in poop, forecabin, deck house, shelter deck or any covered-in space commonly used in the trade for the carriage of goods, and such goods shall be deemed for all purposes to be stowed under deck.

3. The Carrier shall have the following liberties, any warranty or rule of



law to the contrary notwithstanding, to sail with or without pilots and/or tugs, to tow or assist vessels or craft in all situations; to be towed; to adjust compasses, and to go on trial trips, to carry goods of all kinds, dangerous or otherwise; to carry live-stock and/or cargo on deck, To proceed to and stay at any port or ports, place or places in any rotation for any purposes whatsoever, whether in or out of, or beyond the customary or advertised route, and all such ports or places shall be deemed to be included in the intended voyage, and to sail before or after advertised dates, to deviate for the purpose of saving life or property, to put the ship into dry-dock for any purpose whatsoever with the whole or part of the cargo shipped under this Bill of Lading on board, at any time and place, before or after sailing, or after arrival at the port of discharge.

4. Neither the Carrier nor the ship shall be responsible for loss or damage arising or resulting from The act of God; perils, dangers and accidents of the seas, rivers, lakes, canals or other navigable waters; stranding, grounding, heeling over, upsetting, submerging or sinking of ship, or wrecks however caused; collision or

contact of the vessel with any other external substance, whether with vessels of the same ownership or otherwise; jettison; fire or heat on board, in hull or craft or on shore however caused; steam; explosion; bursting of boiler, breakdown of shafting or machinery, or other accidents to or defects latent in any part of the hull, tackle, boilers, machinery, pumps, tanks or pipes of any kind, or appurtenances; straining, entry or admission of water or oil into the vessel by any cause or for any purposes or leaking or omission of water or oil from any tank or other receptacle in or upon the vessel, act of war or of public enemies; arrest or restraint of princes, rulers or people, or seizure under legal process; delay, detention or deviation arising out of or consequent upon the employment of the vessel in the mail or any other special service of the Government of the ship's flag, quarantine restrictions, riots and civil commotions; boycotts, rising or mutiny among passengers or crew; pirates, robbers or thieves by land or water, whether on board or not of pilferage, whether by persons directly or indirectly in the employment or service of the Carrier or otherwise; strikes, lockouts or stoppage or restraint of labour from whatever cause,

whether partial or general; desertions of mariners, or results direct or indirect of strikes or other refusal of duty on the part of master, officer, engineers or crew; barratry of the master or crew; rain; frost; snow; thaw; ice; spray; vermin; rats dust from coaling, fumigation; climatic effects; spontaneous combustion, sweating; rust; chemical action; putrefaction; evaporation; change of character; natural decay or deterioration; wear and tear of packages; wastage in bulk or weight or any other loss or damage arising from inherent defect, quality or vice of the goods; leakage; breakage; drainage; chamage; hook-holes; injury caused by other cargo in contact or proximity, or from evaporation, faint or smell from other goods or otherwise, insufficiency of packing, inadequacy, errors in enclosures, obliteration or absence of marks and numbers, address and description of goods shipped; act; neglect, or default whatsoever of the master, officers, engineers, firemen, pilots or other servants of the Carrier, in the navigation or in the management of the ship; any other cause arising without the actual fault or privity of the Carrier, or without the fault or neglect of the agents or servants of the Carrier; any act or omission of the shipper or owner of

the goods, his agent or representatives; risk of craft, Lifter or hulk or Transhipment of land carriage any consequence arising from over-carriage, prolongation of voyage, or loss of mark or however caused. The Carrier/or the Ship is not liable for loss or damage occasioned by unseaworthiness at the time of shipment or beginning of the voyage or unfitness to receive or carry the cargo or perform the voyage, or by the manner of stowage, provided the Carrier has exercised reasonable diligence to make the ship seaworthy and fit. Any deviation in saving or attempting to save life or property at sea, or any reasonable deviation shall not be deemed an infringement or breach of the contract, of carriage, and the Carrier shall not be liable for any loss or damage resulting therefrom.

5. The Carrier shall be at liberty to lighten or otherwise carry the goods to or from the ship and/or tranship the goods before or after the commencement of the voyage by any other steamer. In case of accident or should the ship put into a port of refuge or from any cause be prevented from commencing or proceeding in the ordinary course of her voyage the Carrier shall be at liberty to

discharge into craft and/or land the goods or any part thereof and/or store afloat or ashore and/or tranship and/or forward to destination by land or water, and extra charges if incurred shall be borne by the consignee or owner of the goods.

6. If on account of strikes, lockouts or labour troubles (whether the Carrier or his employees are parties thereto or not), blockade, interdict, prohibition of importation, riot, war or other disturbance, plague, fire, insufficient water, weather, ice, congestion or unavailability of anchorage, harbour, berthing, wharf, storage, hulk, lighter or labour facilities, or any other cause whatsoever beyond the Carrier's control, it shall be considered by the Carrier or his agent of the Master impossible, or unsafe or, inadvisable to proceed to and/or remain in the port to discharge, or likely to be delayed thereto or at any subsequent port or place or liable to subject the ship to any risk whatsoever, the Carrier or the Master shall be at liberty to proceed to the nearest convenient port or place and there to land and/or store the goods afloat or ashore and/or tranship and/or forward same to destination by land or water, at the sole risk of the consignee and/or owner of the goods, who

shall bear and pay extra freight, charges and expenses incurred, and upon such discharge the Carrier's responsibility shall cease.

7. In the event of quarantine or sanitary or other similar regulations whatsoever or wheresoever arising, or if entry into the port or place of discharge or transshipment, or staying thereat or communication therewith would render the ship liable to quarantine there or at any other port or place, the Goods may be discharged into quarantine depot, lazaretto, hulk or other vessel or craft as required for the ship's despatch; or, should this be impracticable, the Master may proceed on his voyage and land the Goods at the nearest safe port or place, in his opinion, at the risk and expense of the consignee or owner of the Goods, and the Carrier's responsibility shall cease when the Goods are so discharged or landed, Quarantine expense of whatsoever nature or kind shall be borne by the consignee or owner of the Goods. The Carrier or the ship shall not be responsible for damage to the Goods disinfected by quarantine authorities.

8. Fruits, vegetables, flowers, fishes and all perishable Goods Glass or Glass-

ware, chinaware, earthenware, crockery, castings or any articles of a brittle or fragile nature, goods in crates or unprotected pieces, all kinds of oil, spirits, liquid samshoo, kinger, and other goods carried on deck are solely at the risk of the shippers, consignees or owners of the goods.

9. The shipper, consignee, and owner of the goods, shall bear and pay the cost of all mending, baling and cooverture of, and repairs to packages, boxes, crates, wrapper, bags or barrels, etc., resulting from insufficiency of packing, or from excepted perils.

10. Goods of an inflammable, explosive, corrosive, damaging, dangerous or injurious nature to the shipment whereof the Carrier, Master or agent of the Carrier has not consented with knowledge of their nature and character, any goods contraband or prohibited by the law of the port of shipment, discharge or call, whether the shipper be aware thereof or not, may, upon discovery, at any time before discharge be landed at any place, or thrown overboard, or destroyed or rendered innocuous by the Master or Carrier without compensation, and the shipper

of such goods shall be liable for all damages and expenses, or any responsibility whatsoever, directly or indirectly arising out of or resulting from such shipment. If any goods shipped with such knowledge and consent shall become a danger to the ship or cargo, they may in like manner be landed at any place, or thrown overboard, or destroyed or rendered innocuous by the Carrier or Master without liability on the part of the Carrier except a general average if any.

11. Delivery of the goods shall be taken by the consignees from the ship's tackle immediately the ship is ready to discharge, or, at the option of the Carrier or his agents, the goods may be landed or discharged into lighters, craft, or into the wharf or quay or into warehouse, or godown, or any suitable place, and there stored at the sole expense and risk of the consignees, any custom of the port to the contrary notwithstanding, but subject to the Carrier's lien, and always subject to the regulations and conditions of such hulk, lighters, wharf, warehouse, godown, whether the property be under management of the Carrier or other persons. The Carrier shall be at liberty to discharge, day and night, Sundays and holidays included, as fast as



ship can deliver, regardless of weather conditions, and the Carrier shall be under no liability to notify the consignees of the arrival of the goods. In all cases the Carrier's liability is to cease as soon as the goods are free from the ship's tackle. Consignees to pay charges for sorting and stacking the goods on wharf or in shed.

12. In case any part of the goods herein specified cannot be found during the ship's stay at the port of destination, the goods are, when found, to be forwarded to their destination by first ship at the Carrier's risk and expense, but free from liability for any loss, depreciation or damage arising from over-carrriage or from return carriage.

13. Optional delivery is only granted when arranged prior to the shipment of the goods and is expressed in the Bill of Lading; consignees desiring to avail of the option so expressed, must give notice to the Carrier's agent at the first port of ship's call named in the option, at least 24 hours prior to ship's arrival there, or the goods will be carried on port to port to the final destination of which option extends, at the risk and expense of the shippers, consignees or owners of the goods.

14. If required, this Bill of Lading, duly endorsed shall be surrendered exchange for delivery order or the goods.

15. In no circumstances will the Carrier accept responsibility for delivery to other than leading marks. The Carrier shall not be liable for incorrect or mis-delivery, or seizure or detention, unless each package shall have been distinctly, correctly and permanently marked by the shipper before shipment with a distinctive mark and number to correspond with the Bill of Lading and also with the correct name of the port of destination, which last must be in letters not less than two inches long. All fines and expenses and losses by detention of ship or cargo, caused by incorrect marking or by incomplete or inaccurate description of contents or weight or of any other particulars required by the authorities at the port of discharge or any place during transit, upon either the package, or Bill of Lading, shall be borne by the shippers, consignees or owners of the goods implicated. A false or wrong description of contents, measurement, weight or value, whereby the full amount of freight due is not declared, shall entitle the Carrier to charge do-

able the freight, which must be paid previous to delivery. In case of obliteration of such marks and numbers or address or of the same not being sufficiently distinctive to enable the agent of the Carrier to identify the goods or if any packages of grain or similar goods be slack or torn, the said agent will make as fair allotment of goods to this Bill of Lading as is under the circumstances practicable and the goods or sweepings so allotted shall be accepted by the consignees in full discharge of any liability of the carrier hereunder.

16. Neither the Carrier nor the Ship shall in any event be or become liable for any loss or damage to or in connection with goods in an amount exceeding One Hundred Shanghai taels (Taels 100.00) per package or unit, or equivalent of that sum in other currency, unless the nature and value of such goods have been declared by Shipper before shipment and inserted in the Bill of Lading, and freight paid in proportion to the value and weight or measurement. This declaration if embodied in the Bill of Lading shall be prima facie evidence, but shall not be binding or conclusive on the Carrier. Neither The carrier nor the Ship shall be responsible in any

event for loss or damage or in connection with goods, if the nature or value thereof has been knowingly misstated by the Shipper in the Bill of Lading.

17. The Master, the Carrier or his agent shall have a lien upon the goods, and the right to sell same by public auction or otherwise, at his discretion, not only for all freight, additional freight, dead freight demurrage, detention, and charges, and for all payments made and liabilities incurred in respect of charges, damages, expenditure, fines, costs and expenses, and interest, which under the provision of this Bill of Lading are to be borne and paid by the Shipper, Consignee and/or Owner of the goods, but for all previously unsatisfied freight, charges, fines, damages and other charges of whatsoever nature due to him or them by the shipper, Consignee and/or Owner of the goods whether payable in advance or not.

18. Any claim for loss, short delivery or damage must with the general nature of such loss or damage be preferred in writing to the Carrier or his agent, at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the Bill of Lading, or, within three days,

If the loss or damage be not apparent at the time; otherwise, the claim shall be deemed as waived and the Carrier shall be discharged therefrom. In the case of any actual or apprehended loss or damage the Carrier and the receiver shall give all reasonable facilities to each other for inspecting and tallying the goods. In any event the Carrier and the Ship shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after delivery of the goods or the date when the goods should have been delivered.

19. All admitted claims shall be adjusted and settled on the money basis of the marketable sound value of similar goods at the port of destination less such freight and all other charges as saved; and where such value cannot be really ascertained, plus all charges actually paid thereon.

20. General Average shall be payable according to York-Antwerp Rules, 1924, and shall be adjusted at Shanghai or place selected by the Carrier and by an adjuster appointed by him, if the Carrier shall have exercised due diligence to make the ship in all respects seaworthy, and to have her properly manned, equipped and supplied, it is

hereby agreed that in case of danger damage or disaster, resulting from accidents or faults or errors in navigation, or in the management of ship, or from any latent defect in the ship, her machinery or appurtenances, or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (provided the defect or unseaworthiness was not discoverable by the exercise of due diligence), the shippers, consignees or owners of the cargo shall nevertheless, pay salvage, and any special charges incurred in respect of the cargo, and shall contribute with the Carrier in General average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred for the common benefit, or to relieve the adventure from any common peril. In case of salvage services rendered to the ship and/or cargo under this Bill of Lading, during the voyage, by a vessel or vessels belonging wholly, or in part to the same owner or Carrier, or under the same management, such salvage services shall be paid for as fully as if such assisting or salvaging vessel belonged to a third party. Such deposit as the Carrier or his agent may deem sufficient to cover the estimated contribution

of the goods and any special charges thereon shall, if required, be paid to the Carrier or his agent previously to delivery.

21. Transhipment of cargo for ports where the ship does not call or for the Carrier's purposes, to be at the Carrier's expense, but at the risk of the owners of the goods from the time goods leave the ship's deck when the ship's responsibility shall cease and the Master or the Carrier or his agent has the privilege to discharge and store the goods at the port of transhipment either on shore or in lighters. Goods forwarded by ship or otherwise for shipment or after transhipment to be subject to the conditions and exceptions of the forwarding conveyance supplemented by those expressed herein and at the risk of the owners of the goods. Goods to be forwarded as soon as practicable, but the Carrier does not guarantee that ships shall have room at ports of transhipment and accept no liability for detention, any expense for storing or warehousing to be borne by the consignees. For dutiable cargo transshipment, the Carrier or his agent may give such undertaking as Customs require at port of transshipment with respect to dealing with cargo at the port

where duty is payable and all charges involved or liability incurred shall be borne by the owners of the goods, Consular fees on cargo, if any, are to be borne by the consignees. The carrier act as forwarding agents only from their ship's port of discharge and in all cases their liability is to cease as above provided.

23. This contract shall be governed by the laws of the flag of the ship carrying the goods. Nothing in this Bill of Lading shall affect the rights and obligations of the Carrier under any statute relating to the limitation of the liability of owners of vessels.

23. The terms, provisions and exceptions contained in this Bill of Lading shall also apply during the transportation in craft or in hulk or on shore, or when stored in warehouses or godowns wheresoever directed.

24. In accepting this Bill of Lading the Shipper Consignee Owner of the goods and the Holder of the Bill of Lading, expressly agree to all its terms, provisions, and exceptions written, printed stamped or incorporated as fully as they were sig-



ned by such Shipper, Consignee Owner or Holder.

### 提單樣本(丙)

#### 三北輪埠有限公司載貨證券

業已裝載，其外表情形狀況均佳，裝載人爲

，在上海港口裝于

船舶

上，(中國國旗)由

或另一人爲本次航程船長，開往

貨物之包裹，業在載貨證券上註明，標記號數及情節，(重量、丈量、容量、種類、內容、品質、及價值不明，關於計算運費不在此限。)均受本券正面及背面各項條件規定例外之拘束，無論其爲書寫者、印者、蓋印者、補充者、均有效力，依照同等情形狀況運送，在下列港口交貨。

(或在該船舶所能安全駛達之最近處)交付

或其受

讓入(通知

)運費及所有頁邊各費，又本載貨證券下所應付之費，均

由託運人在交付本券時預爲給付現款，不折不扣，或經同意，並經頁邊註明後，得由受貨人在目的地

給付，一經裝載，運費及各費即視為獲得，將來船舶或貨物，無論在任何運送程度，滅失與否，均不發生影響。

茲憑見證，本船舶船長或代理人或運送人押簽

份載貨證券，（船長一份不計在內）

其字義日期均同，如其一份已發生效力，其他作廢。

上海 年 月 日

三北輪埠有限公司

簽押

### 背面所印各條

此係本券前面所謂之條件規定，均經託運人同意者。

(一) 運送人（本名稱包括運送船舶之所有人、承租人、代理人或船長）得自由依重量、丈量或價值收取運費，並得于交貨前重為計算重量或丈量，其運費照收。如重量或丈量確係錯誤時，其因重為計算重量丈量之費用，應由貨物所有人負擔，如數個不同受貨人之包件，集于一處，或聚於一個包裹，以一個受貨人之住址為住址者，每一包件應付十足運費，倘因重量不確，或因重量未為註明，致運送人、船舶、貨物、駁船、起重機、升降機、蒙受損失時，受貨人及貨物所有人應負責任。

(二) 貨物得在艙頂、船頭、甲板、房間，或遮蓋甲板，或在依運載是項貨物習慣所通用之有遮蓋

地位堆放，是項貨物應視為在甲板下堆放者同。

(三) 運送人應有下列自由，雖保證條件或法令與之不符者，亦無影響。無論有無引水人，均得駛行，在所有情形下，均得拖帶救助船隻，或被拖帶，並得變更羅盤及駛行試車，所有貨物，無論危險與否，均得運送，牲畜及貨物，並得裝載于甲板上，無論任何原故，均得向任何港口駛進或停泊，即使與習慣或廣告之航線不同，亦應認為在原擬航線範圍之內，並得在廣告之開駛日期前後開駛，或為救護生命財產而變更航程，隨時隨地，無論為何原因，或在開駛前後，或在到達卸載港後，均得將船舶放置乾塢內，其載貨證券下之貨物全部或一部，仍否載在船上均可。

(四) 運送人或船舶對於下列情節所發生之滅失損害不負責任。

天災、海、江、湖、河或其他可駛航之水所發生之海難危險及事故，無論任何原因所發生之擱淺、陷沙、船斜、船翻、船沒、或沉、或船破，無論與外界物體或與是否同一所有人之船舶所發生之碰撞、或接觸、投棄，無論任何原因，在船上、船身、或陸地所發生之火燒、酷熱、蒸汽爆炸、鍋爐崩裂、機槓機桿破裂、或其他船壳屬具、鍋爐、機槓、抽水機、水器管子、或其他附屬物之偶然損失，或暗藏、癩疵、損壞，或無論任何原因，水或油流入船內，或水或油未由各項盛器內置入船中，戰鬥、公敵、王公當局、人民之拘捕，或制止，或合法之扣留，或以本國政府因郵遞或其他特別原因使用船舶時所發生遲延逗留，或變更航程，防疫處之拘束，騷擾及民衆暴動，抵制貨物或旅客水手之騷動，海盜或水陸盜賊，無論直接間接，係運送人

僱用人員在船上或船外搶劫行爲，無論一部份或全部份罷工、阻工、或拘束工人行爲，船員逃棄，或無論任何原因所發生之船長、船員、機師、水手、罷工或拒絕職務情事，船長或水手之故意行爲，雨、霜、雪、冰、水浪、虫、鼠、煤屑、瀰船、氣候影響、自然燃燒、汗鏽、化學變合、凝結、汽散、質變、自身腐亂、包裹自然消費貨物本身，對於重量體量所發生之消損或損失，漏碎流推送鈎傷，因與其他貨物接觸所蒙之損害，溶散或其他爛染，包裹不足，運送貨物標記，號數住址說明之缺欠，錯誤不確，塗抹遺落，船長、船員、機師、海員、火夫、引水人于運送人之其他僱員，於航駛或管理船舶時所有之行爲忽疎過失，或與運送人及其僱員或代理人無關所發生之過失，託運人貨物所有人或其代理人之行爲或不爲裝運器具之危險，包裝太緊，轉運或陸運所發生之運送過量，航程逾期，或市價跌落，於裝運時或航程開始時，船舶缺乏航海安全能力，或不宜接受運送貨物，或不宜航駛，或其堆放之情形不宜，運送人及船舶均不負損失之責，但以運送人業盡相當謹慎，使該船舶有航海安全能力及適宜者爲限，于意圖在海上救助生命財產變更航程，或爲相當之變更航程者，均不得認爲違反本契約之規定，運送人不負損失之責。

(五) 運送人得自由用駁船或其他方法將貨物運上或運下，船舶並得於航程開始前後用其他船舶轉運，倘因意外事變，或須赴避難港，或其他原因，船舶不能依通常手續開駛航程，運送人得自由將貨物之全部或一部卸入其他裝運器具，或起陸，或在陸地，或在浮具堆存或轉動，或由水陸運往目的地，其額外費用，均由受貨人或貨物所有人負擔。

(六) 如因罷工阻工工潮（無論運送人之僱員有關與否）武力封鎖，命令封鎖，禁止進口，暴動戰鬥，或其他不靖，瘟疫大火，水量不足，天氣不佳，冰凍或港口下鋪，碼頭停船靠岸，堆存無隙，壘船駁，船工人或其他原因，非運送人所能制止所發生之阻礙，於運送人代理人或船長認為在該港口不安，不應停留或駛行，或認為易於延延危險或發生在其他港口之影響，運送人得自由駛至最近安全港口地點，將貨物起陸，或在陸地，或在浮具堆存或轉運，或由水陸運往目的地，其一切危險，額外運費，雜費，費用，均由受貨人或貨物所有人負擔，是項卸載後運送人之責任，即為停止。

(七) 如因防疫衛生，或其他類似規則，或如因駛入該港卸載轉運或停泊，或與之交通，易致船在該港或他港因防疫而扣留者，貨物得卸載于防疫處棧房壘棧，或其他船隻，均以便利船舶開駛情節為斷。倘是項情節不能辦到時，船長得駛進，依其個人意見，將貨物在最近之安全港地起陸，其危險及費用，由受貨人或貨物所有人負擔，於貨物卸載或起陸後，運送人之責任，即為停止，其因防疫所發生之一切費用，均由受貨人或貨物所有人負擔，運送人或船舶對於貨物因主管機關防疫消毒所發生之損害，不負責任。

(八) 水果、菜蔬、雞蛋、鮮花、植物、魚及其他易壞之物，玻璃及其製造品，磁器、陶器、生鏽或其他易於折爛之物，有木架之物，或無保護之物，所有油酒流質生薑，及其他裝于甲板之貨物，均由託運人受貨人或貨物所有人完全負責。

(九) 託運人、受貨人及貨物所有人，對於包裹不足或例外危險所發生之修補、裝包、補桶及包裹、箱架、包袋、修理、種種費用，均應負擔。

(十) 凡貨物其性質對於裝運，係燃燒性、爆烈性、消損性、損壞性、危險性，運送人、船長或代理人，對其性質未予明瞭後，允許裝運者，或貨物係違禁品，或為裝載港、卸載港、停泊港依法禁止者，無論託運人知曉與否，于發覺後在卸載前船長或運送人得無償，隨時隨地將其起陸、投海、消滅，或消除其危險性，該託運人並應負擔一切損失費用，及直接間接責任，倘是項貨物之裝運，係經明瞭同意者，對於船舶或貨物發生危險時，船長或運送人仍得同樣隨時隨地將其起陸、投海、消滅，或消除其危險性，除共同海損分担部分外，運送人不負其他任何責任。

(十一) 受貨人於船舶準備卸貨時，即應由船上受領，否則運送人或其代理人得以自由意思將貨物起陸或卸入堆存、棧、駁船、浮具，或碼頭倉庫棧房，或其他適宜地點，其一切費用危險，由受貨人負擔，但該港習慣，與上開情節不符合者，從習慣，而運送人之留置權及棧、駁船、浮具、碼頭倉庫棧房之各種章程，無論其屬於運送人者與否，均應遵守保留，運送人得自由於晝夜星期日休假，無論天氣狀況如何，盡力卸貨，運送人並無通知受貨人貨已到達之義務，於貨物離船後，運送人之義務，立即停止，對於在碼頭或陸地檢點或堆積貨物之費用，應由受貨人負擔。

(十二) 如本券註明之貨物，無論為任何部份，於船舶停在目的港時，未能尋見者，該貨物部份

於尋見時，應由第一個船舶送還，其危險及費用，由運送人負擔，但因運送超過及回轉所發生之滅失，跌價或損失，均不在內。

(十三) 隨意（在非一個固定港口）出貨之權利，應於裝運前明白規定，並應記明於載貨證券上。凡受貨人欲隨時出貨者，應於船舶到達第一個隨意出貨港前二十四小時通知運送人，否則該貨物由甲港運至乙港，至船舶最終之隨意出貨港，其危險費用，均由託運人、受貨人、貨物所有人負擔。

(十四) 在必須時，本載貨證券於背書後掉換棧單或貨物。

(十五) 運送人除依照重要記號交貨外，不負任何責任，運送人對於貨物交付錯誤、拘捕、扣留，不負責任。但每包於裝運前，業經託運人清楚無訛，永久註明，而該記號及號數與載貨證券所註明者相同，又其目的港名稱無訛，每一字母均為二寸長者，不在此限。於各卸載港或各地主管人員認包裹或載貨證券上之記號不確，或內容重量或其他項之註明不確不全，因致船舶或貨物扣留所發生之罰金、費用損失，均由託運人、受貨人、貨物所有人負擔，對於內容、丈量、重量、價值、因虛偽或錯誤記載，致全額運費未為報明者，運送人得雙倍取運費，必須於出貨前付清，如因記號、號數、住址、塗抹或不清，以致運送人、代理人不能認清貨物時，或殺類包裹散碎時，該代理人得於相當範圍內，依照載貨證券盡力分配貨物，其分配之貨物，或拾得部份，應由受貨人接收，而運送人之責任，即為免除。

(十六) 運送人或船舶對於每一包或一單位貨物之損失，不負超過上海規元壹佰兩或同等

金錢價值之責任但其價值業於裝運前由託運人聲明，並註明載貨證券，而運費依照價值、重量、丈量比例給付者，不在此限。倘貨物之性質價值，因託運人故意在載貨證券為不實之記載者，縱使貨物蒙受損失，運送人或船舶亦均不負責。

(十七) 船長、運送人或其代理人對於貨物有留置權，並得自由拍賣，或以其他方法變賣之，抵償本次運費增加運費運費損失船期誤期及扣留損失雜費，及載貨證券上託運人、受貨人、貨物所有人關於雜費、損失費用、罰金、所應給付之款及義務，並應抵償以前該託運人、受貨人、貨物所有人所欠之運費、雜費、罰金、損失等項，無論預付者與否，均應在內。

(十八) 倘貨物有滅失、缺少，或損失情事，是項滅失或損失情節之請求，應由依照載貨證券受貨人在卸載港於貨物移出前或移出時，以書面向運送人或其代理人為之，倘是項滅失或損失，係於移出時不易發現者，應於三日內為之，否則是項請求權，作為自動拋棄論，運送人不負任何責任，如貨物有實際或可能之損失，運送人與受貨人雙方均應互予便利，以便檢貨計數，倘於貨物交付日起，或應為交付日起，一年內未經起訴者，運送人或船舶之責任，即認為免除。

(十九) 所有承認之請求，均以金錢依照目的港是項同等貨物市價，扣去減省之運費及其他費用，為計算之標準。於是項實際價值不能確定時，應以成本價值，另加已付之實際費用為計算標準。

(二十) 共同海損應依照一九二四年約克思的華浦規則辦理，在上海或運送人所指定之其



他地點，由運送人所指定之海損精損人計算之，如船舶所有人對於船舶之航海安全能力水手設備給養業盡相當謹慎之責，茲經雙方同意，凡因下列各項所發生之危險損害或大禍時——因駕駛或管理船舶之過失錯誤，或在裝運時或航程開始時，因船舶機器屬具或航海安全能力之暗藏缺殘，（以雖經謹慎方法猶不能發現者為限）——託運人受貨人或貨物所有人對於貨物仍應給付撈救或其他特別費用，並應對於為共同利益或避免共同海難所為之犧牲滅失費用，連同運送人分担其同海損，倘本船舶或本載貨證券接收救助，而該施救船舶與本船舶屬於同一所有人運送人或管理人者，是項施救之應享酬金，如該船舶之屬於第三者同，於必須時，在交貨前運送人或其代理人得命繳納保證金，以便對於貨物或特別費用分担可為計算之共同海損。

（二十一） 凡運往本船舶不停泊港口之貨物，運送人得為之轉運，其費用由運送人負擔，其危險責任由貨物所有人負擔，自貨物離去本船舶甲板時起，本船舶責任即為消除。船長運送人或其代理人，在轉運港得將貨物起陸，卸入駁船，裝運送運，轉運之貨物，應受各送運機關之規則條例，但其危險責任，仍由貨物所有人負擔，貨物之運送愈速愈好，運送人並不保證在轉運港船舶有裝運地位及負擔遲延責任，所有因倉庫堆存所生之費用，由受貨人負擔，倘轉運之貨物係應付稅者，運送人得保證稅餉，應按轉運港普通慣例辦理，但稅餉及所有費用或責任由貨物所有人負擔，貨物應有之領事館費由受貨人負擔，於貨物在本船舶卸載港離去本船後，運送人僅為送運代理人，其運送人之責任，

即爲消除。

(二十二) 本契約受本船舶國籍國之法律拘束，本載貨證券對於在法律上船舶所有人責任限制，關於運送人應享之權利義務，不發生影響。

(二十三) 本載貨證券之一切條件，在運送中，於浮具、躉船、陸地或於倉庫、堆棧及其他地點均適用之。

(二十四) 於接收本載貨證券後，託運人、受貨人、貨物所有人及本券持有人，均認爲對於本券一切條件規則例外，無論其爲書寫者、鉛印者、蓋印者、明白表示同意，如上開託運人、受貨人、貨物所有人，持有人簽字者同。

詳查上開三項載貨證券，雖怡和公司與三北公司者較招商局者稍長，然皆根據世界各國海商慣例而製成，其意義及效果大致相同。著者復查閱日本大阪商輪株式會社(Osaka Shosen Kaisha Company) 日本郵船會社(Nippon Yusen Kaisha Company) 美國大來輪船公司(The Robert Dollar Company) 英國昌興輪船公司(Canadian Pacific Steamships Company) 法蘭西郵船公司(Messageries Maritimes of Francais) 北德意志郵船公司(North German Lloyd) 義大利郵船公司(Lloyd Triestino) 各公司發給之載貨證券亦與上開三項之條文大約相同，故

該三項載貨證券，亦係世界海商通行文件之代表物。

## 第二章 載貨證券之性質

運送人或其代理人所發給之載貨證券，普通均爲三份，所註明之主要部份爲（一）船舶名稱及國籍，（二）託運人之姓名住所，（三）貨物之種類、品質、數量及其包皮之種類個數及記號，（四）裝載港及目的港，（五）運費，（六）載貨證券之份數，（七）填發之年月日，（八）船舶行駛停泊及裝卸貨客之情節，（九）免除責任及海商慣例之記載。

詳查是項文件，雖似託運人與運送人間締結之契約，然非絕對的拘束雙方，倘雙方另有其他規定，而能由每一方舉證者，其規定自優於載貨證券中之條件。例如載貨證券中雖書明已裝一百八十包棉紗，倘實際僅裝一百包棉紗，其餘之八十包並未裝載，託運人自不得要求一百八十包。但如發生爭執，運送人應負責證明所運送者僅爲一百包，而非一百八十包。

倘載貨證券由託運人讓與善意第三者時，該載貨證券於運送人與其持有人間確係絕對的契約。如載貨證券書明爲一百八十包棉紗時，運送人不得舉證僅負一百包之責，蓋載貨證券係物品所有權代表文件，原可在商場上流通轉讓者，於善意第三者出代價取得該載貨證券後，要不能准許原約之一方以另有規定或其他原因作爲合法之抗辯，世界各國法令大致皆然。我國民法第六百二十七條至六百二十九條亦有同樣之規定，第六百二十七條「提單填發後，運送人與提單持有人間，關

於運送事項，依其提單之記載。」第六百二十八條「提單縱爲記名式，仍得以背書移轉於他人，但提單上有禁止背書之記載者不在此限。」第六百二十九條「交付提單於有受領物品權利之人時，其交付就物品所有權移轉之關係，與物品之交付有同一之效力。」

復查上開法例，與英國一八五五年之載貨證券法，又一八八九年費特法，大致相同。茲特將上開英國法令，臚列於后，以供參考。

### 一八五五年載貨證券法 Bills of Lading Act 1855

茲依商業習慣，載貨證券因背書而移轉其貨品之物權，讓渡於被背書人，但該載貨證券所載之一切契約權利，仍屬於原託運人或所有人，故是項權利，爲便利起見，應隨物品讓渡。茲載貨證券所簽之貨，每未實際的裝載於船舶上，於該載貨證券落於善意出代價第三者手中時，爲公道起見，船長或其他簽註人，不得以貨未裝載而持異議，茲特制定法律如下。

(一) 載貨證券證明之受貨人或被背書人，因該證明得領受貨品物權，並同時對於該貨品取得訴訟上一切權利義務，該載貨證券之契約如與之締結者同。

(二) 本法之規定對於貨物中途停運權利，對於向原託運人或所有人請求運費權利，或對於受貨人被背書人因其爲受貨人被背書人及領受貨物之一切義務，均不發生影響。

(三) 凡受貨人被背書人以代價取得之載貨證券，於該證券註明貨已裝運船上者，縱貨品未能全部的或局部的業已裝運，該載貨證券對於船長或其他簽註人，應為貨已裝運之絕對證據。如載貨證券持有人於接收是項證券時，業受實際通知，貨未裝船者，不在此限。但於船長或其他簽註人證明該項不實之記載，非彼之錯誤所致，且係託運人持有人或其前手欺騙行為所致者，則可免除其應負之責任。

英文原本附後

### Bills of Lading Act, 1855

Whereas by the custom of merchants, a bill of lading of goods being transferable by endorsement, the property in the goods may thereby pass to the endorsee but nevertheless all rights in respect of the contract contained in the bill of lading continue in the original shipper or owner; and it is expedient that such rights should pass with the property. And whereas it frequently happens that the goods in respect of which bills of lading purport to be signed have not been laden on board, and it is proper that such bills of lading in the hands of a bona fide hol-

der for value should not be questioned by the master or other person signing the same on the ground of the goods not having been as aforesaid:—

(1) Every consignee of goods named in a bill of lading, and every endorsee of a bill of lading to whom the property in the goods therein mentioned shall pass upon or by reason of such consignment or endorsement, shall have transferred to and vested in him all rights of suit, and be subject to the same liabilities in respect of such goods as if the contract contained in the bill of lading had been made with himself.

(2) Nothing herein contained shall prejudice or affect any right of stoppage in transitu, or any right to claim freight against the original shipper or owner, or any liability of the consignee or endorsee, by reason or in consequence of his being such consignee or endorsee, or of his receipt of the goods by reason or in consequence of such consignment or endorsement.

(3) Every bill of lading in the hands of a consignee or endorsee for valuable consideration representing goods to have been shipped on board a vessel, shall be

conclusive evidence of such shipment as against the master or other persons signing the same, notwithstanding that such goods or some part thereof may not have been so shipped unless such holder of the bill of lading shall have had actual notice at the time of receiving the same that the goods had not been in fact laden on board; Provided that the master, or other person so signing, may exonerate himself in respect of such misrepresentation by showing that it was caused without any default on his part, and wholly by the fraud of the shipper, or of the holder, or some person under whom the holder claims.

### 一八八九年費特法 Factor's Act, 1889.

#### 第十條

於貨物所有權文件，合法移轉於第三者，而該第三者為購主或貨物所有人後，復移轉於出代價之善意第三者時，上開末次移轉，對於賣主留置權或貨物中途停運權之不受拘束，正如載貨證券對於貨物中途停運權之不受拘束同。

英原本附後



## Factor's Act, 1889.

(10) Where a document of title to goods has been lawfully transferred to a person as a buyer or owner of the goods, and that person transfers the document to a person who take the same in good faith and for valuable consideration the last-mentioned transfer shall have the same effect for defeating any vendor's lien or right of stoppage in transitu as the transfer of a bill of lading has for defeating the right of stoppage in transitu.

查閱前列英國法令，均有貨物中途停運權(Stoppage in transitu)之記載。倘託運人將貨物業已交付運送人，於貨物尚在運送期間，或受貨人尚未接受貨物前，託運人於未得物價時，得通知運送人中止是項貨物之交付。我國民法第六百四十二條，亦有類似之規定。第六百四十二條條文，「運送人未將運送物之達到通知受貨人前，或受貨人於運送物達到後，尚未請求交付運送物前，託運人對於運送人知已填發提單者，其持有人對於運送人得請求中止運送返還運送物或為其他之處分。」但依英國法律，倘於中途停運權行使以前，載貨證券已落於善意第三者手中時，是項權利，即不能行使。

### 第三章 船舶所有人（即運送人）責任

船舶所有人，係運送人之一，其責任義務，於海商法無明文規定時，自應適用民法，查民法第六百三十四條，「運送人對於運送物之喪失毀損或遲到，應負責任，但運送人能證明其喪失毀損或遲到係因不可抗力，或因運送物之性質，或因托運人或受貨人之過失而致者，不在此限。」是船舶運送人之責任甚重，殊為明顯。惟海運係含有冒險性之營業，海難海損，均係常見之事，故世界海商各國，對於船舶運送人之責任，均謀相當削減方法，以示公允。近世國際間各海商團體，曾數開會議，於一九二三年在布拉蘇（Brussels）決議若干規則，以便世界各國關於載貨證券法令之統一，嗣英比各國，遵照是項決議，製成法律，公佈施行，其間對於船舶所有人即運送人之責任，殊多減免之處。

關於船舶所有人原有及在我國現行法令下之責任，著者前曾擬一論文，標題為「船舶運送人對於托運人法律上應負之責任」，今謹列於后，藉表現其責任之繁重，關於近世對於是項責任之削減，今亦將英國一九二四年公佈施行之海運法，及美國赫德法全部譯出，列舉於后，以便比較，互有發明也。

#### 船舶運送人對於託運人法律上應負之責任

運送人者，係以運送貨品旅客爲營業，而享有運費之人。託運人者，係以貨品委託他人代爲運送之人。故運送人間與託運人間發生之關係甚多，如裝載堆放運送投棄卸載提存等項，兩者間均生利害之關係，而運送人對於託運人應負之責任，亦因而甚繁，不佞在本篇所研究者，即運送人以船舶爲貨品之運送，對於貨品發生滅失毀損遲到情事，運送人應負若何責任是也。茲舉例以說明之，如託運人某甲，委託運送人某乙之船舶，裝運笨重機器百座，由子港運至丑港，在航程中突遇颶風，如不減輕噸重，則船舶勢將不能抵抗滔天之狂浪，而船舶旅客及貨品，均有立即沉沒之虞，因以船長之指揮，將該項笨重機器，完全投於海中，運送人對於是項滅失之貨品，究負若何責任。又如船舶裝運橘橙，由子港至丑港，於航行間忽然變更航程，因曠日廢時之結果，而橘橙大半霉爛，並失去市面之需要，運送人是否應負遲到損毀之責任。查船舶對於貨品之運送，簡言之分爲兩種，（一）以件數運送爲目的者，如甲輪每數日來往上海天津一次，代客運送貨品。（一）以船舶全部或一部之運送爲目的者，如乙輪全部租與某公司運送煤炭，由某港至某港。以件數爲目的之運送，運送人因託運人之請求，應填發載貨證券。以船舶全部爲目的之運送人，應訂立書面運送契約。

託運人將貨品委託運送人運送，經裝載後，其貨品全在運送人及其僱用人管理監視之下，如運送人及其僱用人，或玩忽職務，或串通盜賊，以致貨品損毀滅失，至屬易事，故國家立法，爲防微杜漸起見，對於運送人在法律上應負之責任規定極爲嚴重，無論發生任何事件，除法律別有規定外，均須負

貨品安全之責，否則即須賠償。美國一八九三年赫德法，英國一八九四年商船法，又一九二四年海運法，施行前之判例，均載明運送人對於運送之貨品負絕對安全責任。我國民法第六百三十四條上半段之規定，與上開法例，亦頗相符。

但運送人對於運送貨品之滅失、損毀、遲到，所負責任之重大，雖如上述，然亦有下例例外。

(一) 因不可抗力而生之損失 貨品之損失如發生於不可抗力之原因者，運送人不負責任。盜損害賠償，係發生於故意或過失不法侵害他人權利之行爲，此於民法第一百八十四條明有規定。倘運送人業盡相當謹慎，並無上開故意或過失行爲，自不負任何賠償責任。參閱民法第一百八十八條第一項之規定，是相當注意爲免除損害賠償責任之主要關鍵。復參閱民法第二百二十五條第一項規定，「因不可歸責於債務人之事由，致給付不能者，債務人免給付責任。」是債務人所負之責，亦以可歸責之事由爲限。倘因外界勢力之發生，雖經運送人之相當注意謹慎，而貨品仍不免蒙受損害情事者，運送人似不應負責。

(二) 貨品投棄 船舶在航程中，因共同海難，倘不減輕船舶噸重，則船舶與全部貨品，均有沉沒之虞，船長因緊急處分，得將一部份貨品投棄海中，因此而生之損失，運送人不負責任。蓋因此項貨品之投棄，而得保全其餘貨品，其受益者當分攤補償其損失，但運送人之分攤責任，僅限於其受益部份。例如運費船舶等項，我國海商法第一百三十五條明爲規定，「共同海損應以所存留之船舶積貨

之價格及運費之半額，與共同海損之損害額為比例，由各利害人分別負擔。」至貨品之如何投棄，方認為共同海損，請參閱本書第四章一八九〇及一九二四年約克思的華浦規則。

(三) 貨品自腐 運送物品，內部腐化者，運送人不負責任。例如貨品為牲畜，染有疾病，非由運送人過失所致之疾病而死亡，運送人不負賠償損害之責。又如水果食品，以霉爛發餿而生之損失，與運送人無涉。又如物品裝包不善之過失所致，亦不能求償損失。然裝包不善之情形，顯易發現，而運送人不予以相當注意，或未加相當謹慎者，仍應負責。我民法第六百三十五條「運送物因包皮有易見之瑕疵，而喪失或毀損時，運送人如於接收該物時，不為保留者，應負責任。」亦明為規定。

運送人所負之責任，雖有上開例外，但有下列情形，仍應負責。

船舶開始航行時，必須具有航海安全能力，至船舶之構造設備，必須能抵抗本次航海之一切普通海險，而無缺欠。我國海商法第九十條，船舶所有人應担保船舶於發航時，有安全航海之能力，本條既曰担保，如不安全，則須負責。依照英美判例，如船舶設備未周，以無冷氣間之設備，而裝肉食，嗣後因此發生損失，認為無安全航海能力。又如水管應有木箱圍護，以免意外，如無木箱，亦認為無安全航海能力。至船舶之喪失，由機器或其他部份欠妥，因而發生損失，更屬違反航海安全能力之担保也。但船舶是否具有安全航海能力，該船舶之年齡，以及是否經過合格之測驗，或保險公司之承保，皆得引作參攷，以資認定。

然查閱英美各國輪船公司發給之備貨證券（見前。）船舶所有人或運送人之責任，不如上述之廣泛，並以書面條件一再縮小責任範圍，大都根據於美國一八九三年所頒布之赫德法，及英國一九二四年施行之海運法，然我國輪船公司發給之載貨證券，多抄襲於英國者，返觀我國法例，則無是項限制，且詳閱我國民法，並有第六百四十九條之規定，「運送人交與託運人之提單，或其他文件上，有免除或限制運送人責任之記載者，除能證明託運人對於其責任之免除或限制，明示同意外，不生效力。」本條規定，並得適用於海商法，是以如遇意外發生，則我國輪船公司所發給之備貨證券中列具之各項條件，究應發生若何效力，頗有研究餘地。況我國法院，復頻援引民法第二百二十二條之規定，「故意或重大過失之責任，不得預先免除。」船舶所有人之責任，因之益加重也。

#### 附民法債編

### 第十六節 運送營業

#### 第一款 通則

第六百二十二條 稱運送人者，謂以運送物品或旅客為營業而受運費之人。

第六百二十三條 關於物品或旅客之運送，如因喪失損傷或遲延而生之賠償請求權，自運送終了或應終了之時起，二年間不行使而消滅。

## 第二款 物品運送

第六百二十四條 託運人因運送人之請求，應填給託運單，託運單應記載左列事項，並由託運人簽名。

一 託運人之姓名及住址。

二 運送物之種類、品質、數量及其包皮之種類、個數及記號。

三 目的地。

四 受貨人之名號及住址。

五 託運單之填給地及填給之年月日。

第六百二十五條 運送人因託運人之請求，應填發提單，提單應記載左列事項，並由運送人簽名。

一 前條第二項所列第一款至第四款事項。

二 運費之數額，及其支付人為託運人或為受貨人。

三 提單之填發地，及填發之年月日。

第六百二十六條 託運人對於運送人應交付運送上及關於稅捐警察所必要之文件，並應為必要之說明。

第六百二十七條 提單填發後，運送人與提單持有人間，關於運送事項，依其提單之記載。

第六百二十八條 提單縱爲記名式，仍得以背書移轉於他人，但提單上有禁止背書之記載者，不在此限。

第六百二十九條 交付提單於有受領物品權利之人時，其交付就物品所有權移轉之關係，與物品之交付有同一之效力。

第六百三十條 受貨人請求交付運送物時，應將提單交還。

第六百三十一條 運送物依其性質，對於人或財產有致損害之虞者，託運人於訂立契約前，應將其性質告知運送人，怠於告知者，對於因此所致之損害，應負賠償之責。

第六百三十二條 託運物品，應於約定期間內運送之。無約定者依習慣。無約定亦無習慣者，應於相當期間內運送之。前項所稱相當期間之決定，應顧及各該運送之特殊情形。

第六百三十三條 運送人非有急迫之情事，並可推定託運人若知有此情事，亦允許變更其指示者，不得變更託運人之指示。

第六百三十四條 運送人對於運送物之喪失毀損或遲到，應負責任，但運送人能證明其喪失毀損或遲到，係因不可抗力，或因運送物之性質，或因託運人或受貨人之過失而致者，不在此限。

第六百三十五條 運送物因包皮有易見之瑕疵，而喪失或毀損時，運送人如於接收該物時，不爲保



留者，應負責任。

### 第六百三十六條

運送物因運送人之僱用人，或其所委託為運送之人，有過失而致喪失毀損或遲到者，運送人應負責任。

### 第六百三十七條

運送物由數運送人相繼為運送者，除其中有能證明無前三條所規定之責任者外，對於運送物之喪失毀損或遲到，負連帶責任。

### 第六百三十八條

運送物有喪失毀損或遲到者，其損害賠償額，應依其應交付時目的地之價值計算之。

運費及其他費用，因運送物之喪失毀損，無須支付者，應由前項賠償額中扣除之。運送物之喪失毀損或遲到，係因運送人之故意或重大過失所致者，如有其他損害，託運人并得請求賠償。

### 第六百二十九條

金錢有價證券、珠寶或其他貴重物品，除託運人於託運時報明其性質及價值者外，運送人對於其喪失或毀損，不負責任。價值經報明者，運送人以所報價額為限，負其責任。

### 第六百四十條

因遲到之損害賠償額，不得超過因其運送物全部喪失可得請求之賠償額。

### 第六百四十一條

如有第六百三十三條第六百五十條第六百五十一條之情形，或其他情形，足以

妨礙或遲延運送，或危害運送物之安全者，運送人爲保護運送物所有人之利益，應爲必要之注意及處置。

運送人怠於前項之注意及處置者，對於因此所生之損害應負責任。

第六百四十二條 運送人未將運送物之達到通知受貨人前，或受貨人於運送物到達後，尙未請求

交付運送物前，託運人對於運送人如已填發提單者，其持有人對於運送人，得請求中止運送返還運送物，或爲其他之處分。

前項情形，運送人得按照比例，就其已爲運送之部分，請求運費及償還因中止返還或其他處分所支出之費用，並得請求相當之損害賠償。

第六百四十三條 運送人於運送物到達目的地時，應即通知受貨人。

第六百四十四條 運送物到達目的地，並經受貨人請求交付後，受貨人取得託運人因運送契約所生之權利。

第六百四十五條 運送物於運送中，因不可抗力而喪失者，運送人不得請求運費，其因運送而已受領之數額，應返還之。

第六百四十六條 運送人於受領運費及其他費用前，交付運送物者，對於其所有前運送人應得之運費及其他費用，負其責任。

### 第六百四十七條

運送人爲保全其運費及其他費用，得受清償之必要，按其比例，對於運送物有留置權。運費及其他費用之數額，有爭執時，受貨人得將有爭執數額提存，請求運送物之交付。

### 第六百四十八條

受貨人受領運送物，並支付運費及其他費用，不爲保留者，運送人之責任消滅。運送物內部有喪失或毀損，不易發見者，以受貨人於受領運送物後十日內，將其喪失或毀損，通知於運送人爲限，不適用前項之規定。

運送物之喪失或毀損，如運送人以詐術隱蔽，或因其故意或重大過失所致者，運送人不得主張前二項規定之利益。

### 第六百四十九條

運送人交與託運人之提單，或其他文件上有免除或限制運送人責任之記載者，除能證明託運人對於其責任之免除或限制，明示同意外，不生效力。

### 第六百五十條

受貨人所在不明或拒絕受領運送物時，運送人應即通知託運人，並請求其指示，如託運人之指示，事實上不能實行，或運送人不能繼續保管運送物時，運送人得以託運人之費用寄存運送物於倉庫。運送物如有不能寄存於倉庫之情形，或有腐壞之性質，或顯見其價值不足抵償運費及其他費用時，運送人得拍賣之。運送人於可能之範圍內，應將寄存倉庫或拍賣之情事，通知託運人及受貨人。

第六百五十一條 前條之規定，於受領權之歸屬有訴訟，致交付遲延者，適用之。

第六百五十二條 運送人得就拍賣代價中扣除拍賣費用運費及其他費用，並應將其餘額，交付應

得之人，如應得之人所在不明者，應為其利益提存之。

第六百五十三條 運送物由數運送人相繼運送者，其最後之運送人，就運送人全數應得之費用，及

其他費用得行使第六百四十七條第六百五十條及第六百五十二條所定之權利。

## 英國一九二四年貨物海運法 Carriage of Goods by sea Act, 1924

修正關於貨物海運法律（一九二四年八月一日）

茲因於一九二二年十月間，在布拉蘇（Brussels）開集海商法國際會議，該會議代表中，本國代表亦在內，全體同意，應分向各該國政府建議採取一種草案，作為訂定條約之根據，以便統一關於載貨證券諸規則。

茲因於一九二三年十月間，後在布拉蘇集議上開草案中之規則業經上開會議所委派之委員修正。

茲因為便利起見，上開修正之規則，即略加改正之本法附則（本法稱之曰規則），除本法別有規定外，應享法律上效力，確定運送人在載貨證券下應負之責任義務，及應享之權利免責。

茲特因君王之神聖，貴爵民衆之意見，允許於本屆國會會議，以其權威制定本法如下。

(一) 除本法別有規定外，本規則對於由英吉利愛爾蘭北部任何港口所發出之載貨船舶，而爲貨物海運者，無論其運至任何港口，或在英吉利愛爾蘭北部境內，或其境外，均適用之。

(二) 凡適用本規則之貨物海運契約，其意義均不得釋爲運送人對於所供給之船舶曾允許有絕對的航海安全能力。

(三) 凡適用本規則由英吉利愛爾蘭北部所發出之有契約證據力之載貨證券，或其類似之所有權文件者，該載貨證券或文件內，應註明該證券文件等之效力，須受本法各規則之拘束。

(四) 關於由英吉利愛爾蘭北部任何港口所發出之載貨船舶，而爲貨物海運者，無論運至英吉利愛爾蘭北部境內，或運至愛爾蘭自由國境內之任何港口，本規則第六節之效力，係假定該條所稱之特別貨物爲普通的任何貨物，而該節之第二段，但書部份，亦假定業已刪除者。

(五) 依照商業習慣，於載貨證券所填註之整裝積貨之重量，係第三者所檢查點收而非運送人或託運人所爲者，縱該檢查點收之量數註明於載貨證券，但該載貨證券無論本規則有任何之規定，不得作爲運送人業已將貨物如數收到之證據，亦不得作爲託運人於裝運時保證其量數準確之證據。

(六) (甲) 本法之名稱，曰一九二四年貨物海運法。

(乙)本法之規定，對於一八九四年商船法第四百四十六條至第四百五十條又第五百零二條第五百零三條及上開各條依法修正各法，又對於其他法令關於限制船舶所有人責任之規定，均不發生影響。

(丙)本法各規則之規定，對於一九二四年六月三十日前訂立之貨物海運契約，均不適用之，又對於根據上開貨物海運契約所發給之載貨證券，或其他類似之所有權文件，無論其發給之日期，在上開時日之前或以後亦不適用之。

附則

### 關於載貨證券規則

#### 第一節 定義

本規則內下列名詞，應依照本段所規定之意義。

(甲)「運送人」包括所有人或與託運人締結運送契約之船舶承租人。

(乙)「運送契約」僅於載貨證券或其他類似之所有權文件所訂立之貨物海運契約採用之，凡根據船舶租賃契約所發給之載貨證券或其他上開類似文件，於是項證券文件規定運送人與持證券文件人之關係時起，亦在採用範圍之內。

(丙)「貨」包括貨物物品商品及所有一切物件，但牲畜及依照運送契約須裝載甲板

上而業已照裝之積貨，則不在內。

(丁)「船舶」係供貨物海運所用之船舶。

(戊)「貨物運送」其期間係自貨物裝載時至起貨物由船舶卸載時止。

### 第二節 承運之險

除本規則第六節別有規定外，關於貨物海運契約，運送人對於貨物之裝載處理堆放運送保管注意及交付等項，應按照下列之規定，負擔責任義務及享受權利免責。

### 第三節 責任義務

(一) 運送人於航程開始前應盡相當慎重之責。

(甲) 使該船舶有航海安全能力。

(乙) 使該船舶有相當水手設備及給養。

(丙) 使該船舶載貨部份之艙冷氣間及其他地位，對於貨物之接受運送保存，均為適宜安全。

(二) 除本規則第四節別有規定外，運送人對於載運之貨，應相當的謹慎的裝載處理堆放運送保存注意及卸載。

(三) 於接收貨物後，運送人船長或運送人之代理人，因託運人之請求，應發給載貨證券，並應

註明下列各項。

(甲)重要記號爲認明貨物所必須者，該記號卽爲託運人於貨物裝載前用書而知照者。但該記號應在貨物上印註表明，啓封卽見，或在貨物之皮包上印明，均應清楚，以至航海完成時爲止。

(乙)件數或多寡輕重量數，悉依託運人所知照者。

(丙)貨物表面上之情形狀況。

但運送人船長或運送人之代理人，對於接收之貨物，於依據情理中之揣測，認爲不符，或無相當方法整理者，不負在載貨證券簽註記號件數或多寡輕重量數之義務。

(四)是項載貨證券，卽爲運送人業已依照本節第三段甲乙丙三項之規定接收貨物之證據。

(五)託運人對於運送人應保證在發運時其知照之號數及多寡輕重量數準確，倘因不準確之故而發生滅失損害及費用等項時，應由託運人對於運送人負賠償責任，但運送人對於託運人以外之人於運送契約所應負之責任義務，不得因承受是項賠償權利而有若何減免。

(六)于貨物在卸載港依照運送契約交付受貨人前或交付時，而對於運送人或其他代理人未爲關於滅失損害及損失情節書面通知者，或損害情形非係明顯而于交付後三日內未爲通知者，是項交付得認作運送人業已按照載貨證券條件交付之證據。



於受領貨物時，其貨物之情形，係經雙方會同檢查者，是項書面通知得免省之。

但無論若何情節，倘由貨物交付之日起，或應交付之日起，一年內並未提起訴訟者，運送人及船舶關於損害賠償之責任，應即消滅。

對於實際或預料之滅失損害，運送人與受貨人關於貨物之審查點數，應互相協助。

(七) 於貨物裝載後，其運送人船長或運送人之代理人，所應填發之載貨證券，得因託運人之請求填發「已裝」載貨證券，而託運人應將關於該貨前已取得之所有權文件在收受「已裝」載貨證券時繳回。但運送人船長運送人之代理人得在發運港於該項文件上簽註裝運該貨之船舶名稱及裝運日期，于簽註完畢時，該項文件按照本節之意義，即應視作「已裝」之載貨證券。

(八) 關於本節所規定運送人之責任義務，無論於運送契約內有任何條件約定或同意之記載，凡意在免除其過失錯誤，未為所加害貨物之損害賠償責任者，或意在削減其他本規則之義務者，該項條件約定或同意，應取消并作廢及無效。

其承受保險利益之條件，或其他類似之條件，應認為免除運送人責任之條件。

#### 第四節 權利免責

(一) 運送人或船舶對於船舶之航海安全能力所發生之滅失損害，不應負責。但運送人方面，未盡相當慎重方法，使該船舶有航海安全能力，使該船舶有相當水手設備給養，及使該船舶載貨部

份之艙房冷氣間及其他地位對於貨物之接受運送保存，均為適宜安全，依照第三節第一段所規定者，不在此限。

於因航缺乏海安全能力發生滅失或損害時，運送人或其他凡欲引用本節意在免除責任之人，應負舉證之責，證明相當慎重方法，業已行使。

(二) 運送人或船舶對於下列各項所發生之滅失損害，不應負責。

(甲) 因管理船舶或使船舶航駛之船長海員引港人或運送人之僱員所為之一切不  
意或過失之行爲。

(乙) 火燒但係運送人之實際過失，或參加所致者，不在此限。

(丙) 海中或可航行水中之一切海難危險及事變。

(丁) 天災（人力不可抗力者）

(戊) 戰事。

(己) 公敵。

(庚) 君王人民之拘捕制止，或合法之扣留。

(辛) 因防除疾病傳染所受之拘束。

(壬) 託運人貨主或其代理人或代表人之一切行爲或不爲。

(癸) 無論任何原因發生之工潮，全部的或局部的一切罷工阻工滯工禁工等情。

(子) 騷擾及民衆暴動。

(丑) 在海中對於生命財物所爲之救護或意圖救護之行爲。

(寅) 因貨物本身原有瑕疵性質腐敗所發生整裝重量之損壞或其他滅失損害等事。

(卯) 包裹之瑕疵。

(辰) 記號之瑕疵或不充分。

(巳) 暗藏之瑕疵，雖用慎重方法而不能發現者。

(午) 無論任何原因，其發生並非運送人之實際錯誤，或參加或其代理人僱員之實際錯

誤過失所致者，但欲取得本段免責利益之人應負舉證之責證明其滅失損害並非

運送人之實際錯誤或參加，或其代理人僱員之實際錯誤或不經意所致者。

(三) 對於運送人或船舶之一切滅失損害，無論發生於任何原因，凡非由於託運人或其代理

人或其僱員之行爲錯誤，或不經意所致者，託運人不應負責。

(四) 於在海中救護或意圖救護生命財物時，航程因之變更，或航程僅爲情理中之變更者，是

項變更，均不得認爲侵犯破壞本規則或運送契約之規定，對於因此所發生之滅失損害，運送人不負

賠償責任。

(五) 運送人對於每包或每單位，超過壹百金磅價值，或他國貨幣同等價值之貨物，無論若何情節，不應負其滅失損害之責任，但於發運前，託運人將該貨之種類價值，業經聲明並簽註於載貨證券者，不在此限。

此項聲明，如簽註於載貨證券，得認作有證據力，但對於運送人並無絕對的拘束力。

運送人船長或運送人之代理人與託運人得同意約定超過本段規定價值之最高價額，但該最高價額，不得低於上開之價額。

(六) 運送人船長或運送人之代理人，對於裝運燃燒性暴烈性或危險性之貨物，在並未於明瞭該貨之真像而允為裝運者，得隨時隨地在卸載前將該貨起陸，消除或消滅其危險性而不負賠償責任。託運人對於該貨裝運所發生之一切直接或間接損害費用，仍應負責。倘該項貨物之裝運，其性質業已明瞭並經同意，運送人於該項貨物對於船舶或積貨成為危險物時，仍得將該貨隨時隨地起陸消除或消滅其危險性，而不負賠償責任，但如發生共同海損時，不在此限。

#### 第五節 權利免責之放棄責任義務之增進

運送人得於本規則所規定各節之下，自由的將其全部或局部權利免責放棄，或責任義務增加，但該項放棄或增加，須在發給託運人之載貨證券上註明之。

本規則之規定，於船舶租賃契約不得援用之，但根據船舶租賃契約所發給之載貨證券，應援用

本規則之規定，關於載貨證券所註明之合法共同海損各項，本規則概不加以阻止。

## 第六節 特別情形

縱有前開各節之規定，運送人、船長或運送人之代理人與託運人，對於某種特別貨物，仍得自由的締結契約。例如運送人對於該項貨物應負之責任義務，應享之權利免責，及其對於供給船舶應有之航海安全能力，惟以不違反公共正義為原則。又例如運送人之僱員代理人對於該項貨物海運之裝載處理，堆放運載保管注意及卸載，應有之相當慎重，但於此項特別情節下，不得發給載貨證券。其一切雙方同意之條件，均應載明收據上，該項收據，係不能流通市面之文件，其非流通性之意義，並應註明於載貨證券。

無論任何契約，一經締結後，應有完全法律效力，但本節之規定，對於依照普通營業慣例所為之普通商業裝運，不適用之。本節之規定，僅於其他特別貨物裝運時適用之。例如該裝運之財物，其性質情形或其運送方法之情節條件狀況，斟酌情理，有締結特別契約之必要者。

## 第七節 本規則引用之界限

關於裝載船舶前，或由船舶卸載後之海運貨物，運送人或託運人對於該貨之滅失損害，或該貨之保管注意處理，或對於運送人或船舶所負之責任，得自由締結任何合同條件，約定保留例外等項規則，均不加以制止。

## 第八節 義務之限制

凡運送人之責任，於其他有效法令之海船所有人責任限制部分中載明者，該運送人之權利義務，不受本規則之影響。

## 第九節

本規則所引用之貨幣單位應為金價。

英文原本附後

## Carriage of Goods by Sea Act, 1924.

(14 & 15 Geo. 5, c. 29)

An Act to amend the law with respect to the carriage of goods by sea.

(1st August, 1924.)

Whereas at the International Conference on Maritime Law held at Brussels in October, 1924, the delegates at the Conference, including the delegates representing His Majesty, agreed unanimously to recommend their respective Governments to adopt as the basis of a convention a draft convention for the unification of certain

rules relating to bills of lading:

And whereas at a meeting held at Brussels in October, 1923, the rules contained in the said draft convention were amended by the Committee appointed by the said Conference:

And whereas it is expedient that the said rules as so amended and as set out with modifications in the Schedule to this Act (in this Act referred to as "the Rules") should, subject to the provisions of this Act, be given the force of law with a view to establishing the responsibilities, liabilities, rights and immunities attaching to-carriers under bills of lading:

Be it therefore enacted by the King's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:-

1. Subject to the provisions of this Act, the Rules shall have effect in relation to and in connection with the carriage of goods by sea in ships carrying goods from any port in Great Britain or Northern Ireland to an other port whether in

or outside Great Britain or Northern Ireland.

2. There shall not be implied in any contract for the carriage of goods by sea to which the Rules apply any absolute undertaking by the carrier of the goods to provide a seaworthy ship.

3. Every bill of lading, or similar document of title, issued in Great Britain or Northern Ireland which contains or is evidence of any contract to which the Rules apply shall contain an express statement that it is to have effect subject to the provisions of the said Rules as applied by this Act.

4. Article VI, of the Rules shall, in relation to the carriage of goods by sea in ships carrying goods from any port in Great Britain or Northern Ireland to any other port in Great Britain or Northern Ireland or to a port in the Irish Free State, have effect as though the said Article referred to goods of any class instead of to particular goods and as though the proviso to the second paragraph of the said Article were omitted.

5. Where under the custom of any trade the weight of any bulk cargo inserted



in the bill of lading is a weight ascertained or accepted by a third party other than the carrier or the shipper and the fact that the weight is so ascertained or accepted is stated in the bill of lading, then, notwithstanding anything in the Rules, the bill of lading shall not be deemed to be prima facie evidence against the carrier of the receipt of goods of the weight so inserted in the bill of lading, and the accuracy thereof at the time of shipment shall not be deemed to have been guaranteed by the shipper.

6. (1) This Act may be cited as the Carriage of Goods by Sea Act, 1924.

(2) Nothing in this Act shall affect the operation of sections four hundred and forty-six to four hundred and fifty, both inclusive, five hundred and two, and five hundred and three of the Merchant Shipping Act, 1894, as amended by any subsequent enactment, or the operation of any other enactment for the time being in force limiting the liability of the owners of seagoing vessels.

(3) The Rules shall not by virtue of this Act apply to any contract for the carriage of goods by sea made before such day, not being earlier than the thirtieth

day of June, nineteen hundred and twenty-four, as His Majesty may by Order in Council direct, nor to any bill of lading or similar document of title issued, whether before or after such day as aforesaid, in pursuance of any such contract as aforesaid.

## SCCHEDULE

### Rules Relating to Bills of Lading.

#### Article 1.—Definitions.

In these Rules the following expressions have the meanings hereby assigned to them respectively, that is to say—

- (a) "Carrier" includes the owner or the charterer who enters into a contract of carriage with a shipper:
- (b) "Contract of carriage" applies only to contracts of carriage covered by a bill of lading or any similar document of title, in so far as such document relates to the carriage of goods by sea, including any bill of lading or any similar document as aforesaid issued under or pursuant to a charter-party from the moment at

which such bill of lading or similar document of title regulates the relations between a carrier and a holder of the same:

(c) "Goods" includes goods, wares, merchandises, and articles of every kind whatsoever, except live animals and cargo which by the contract of carriage is stated as being carried on deck and is so carried:

(d) "Ship" means any vessel used for the carriage of goods by sea:

(e) "Carriage of goods" covers the period from the time when the goods are loaded on to the time when they are discharged from the ship.

#### Article 11.—Risks.

Subject to the provisions of Article VI, under every contract of carriage of goods by sea the carrier, in relation to the loading, handling, stowage, carriage, custody, care, and discharge of such goods, shall be subject to the responsibilities and liabilities, and entitled to the rights and immunities hereinafter set forth.

#### Article III.—Responsibilities and Liabilities.

1. The carrier shall be bound, before and at the beginning of the voyage to

exercise due diligence to—

(a) Make the ship seaworthy:

(b) Properly man, equip, and supply the ship:

(c) Make the holds, refrigerating and cool chambers, and all other parts of the ship in which goods are carried fit and safe for their reception, carriage and preservation.

2. Subject to the provisions of Article IV., the carrier shall properly and carefully load, handle, stow, carry, keep, care for and discharge the goods carried,

3. After receiving the goods into his charge, the carrier, or the master or agent of the carrier, shall, on demand of the shipper, issue to the shipper a bill of lading showing among other things—

(a) The leading marks necessary for identification of the goods as the same are furnished in writing by the shipper before the loading of such goods starts, provided such marks are stamped or otherwise shown clearly upon the goods if uncovered, or on the cases or coverings in which such goods are contained, in

such a manner as should ordinarily remain legible until the end of the voyage;

(b) Either the number of packages or pieces, or the quantity, or weight, as the case may be, as furnished in writing by the shipper;

(c) The apparent order and condition of the goods;

Provided that no carrier, master or agent of the carrier, shall be bound to state or show in the bill of lading any marks, number, quantity, or weight which he has reasonable ground for suspecting not accurately to represent the goods actually received, or which he has had no reasonable means of checking.

4. Such a bill of lading shall be prima facie evidence of the receipt by the carrier of the goods as therein described in accordance with paragraph 3 (a), (b), and (c).

5. The shipper shall be deemed to have guaranteed to the carrier the accuracy at the time of shipment of the marks, number, quantity, and weight, as furnished by him, and the shipper shall indemnify the carrier against all loss, damages, and expenses arising or resulting from inaccuracies in such particulars, the right of the carrier to such indemnity shall in no way limit his responsibility and liability under

the contract of carriage to any person other than the shipper.

6. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, or, if the loss or damage be not apparent, within three days, such removal shall be prima facie evidence of the delivery by the carrier of the goods as described in the bill of lading.

The notice in writing need not be given if the state of the goods has at the time of their receipt been the subject of joint survey or inspection.

In any event the carrier and the ship shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after delivery of the goods or the date when the goods should have been delivered.

In the case of any actual or apprehended loss or damage the carrier and the receiver shall give all reasonable facilities to each other for inspecting and tallying the goods.

7. After the goods are loaded the bill of lading to be issued by the carrier, master or agent of the carrier, to the shipper shall, if the shipper so demands, be a "Shipped" bill of lading, provided that if the shipper shall have previously taken up any document of title to such goods, he shall surrender the same as against the issue of the "shipped" bill of lading. but at the option of the carrier such document of title may be noted at the port of shipment by the carrier, or agent, with the name or names of the ship or ships upon which the goods have been shipped and the date or dates of shipment and when so noted the same shall for the purpose of this Article be deemed to constitute a "Shipped" bill of lading.

8. Any clause, covenant or agreement in a contract of carriage relieving the carrier or the ship from liability for loss or damage to or in connection with goods arising from negligence, fault or failure in the duties and obligations provided in this Article or lessening such liability otherwise than as provided in these Rules, shall be null and void and of no effect.

A benefit of insurance or similar clause shall be deemed to be a clause relie-

ving the carrier from liability.

Article IV.—Rights and Immunities.

1. Neither the carrier nor the ship shall be liable for loss or damage arising or resulting from unseaworthiness unless caused by want of due diligence on the part of the carrier to make the ship seaworthy, and to secure that the ship is properly manned, equipped and supplied, and to make the holds, refrigerating and cool chambers and all other parts of the ship in which goods are carried fit and safe for their reception, carriage and preservation in accordance with the provisions of paragraph 1 of Article III.

Whenever loss or damage has resulted from unseaworthiness, the burden of proving the exercise of due diligence shall be on the carrier or other person claiming exemption under this section.

2. Neither the carrier nor the ship shall be responsible for loss or damage arising or resulting from—

(a) Act, neglect, or default of the master, mariner, pilot, or the servants of



the carrier in the navigation or in the management of the ship:

- (b) Fire, unless caused by the actual fault or privity of the carrier;
- (c) Perils, dangers and accidents of the sea or other navigable waters;
- (d) Act of God;
- (e) Act of war;
- (f) Act of public enemies;
- (g) Arrest or restraint of princes, rulers or people, or seizure under legal process;
- (h) Quarantine restrictions;
- (i) Act or omission of the shipper or owner of the goods, his agent or representative;
- (j) Strikes or lock-outs or stoppage or restraint of labour from whatever cause, whether partial or general;
- (k) Riots and civil commotions;
- (l) Saving or attempting to save life or property at sea;

(m) Wastage in bulk or weight or any other loss or damage arising from inherent defect, quality, or vice of the goods:

(n) Insufficiency of packing:

(o) Insufficiency or inadequacy of marks:

(p) Latent defects not discoverable by due diligence:

(q) Any other cause arising without the actual fault or privity of the carrier, or without the fault or neglect of the agents or servants of the carrier, but the burden of proof shall be on the person claiming the benefit of this exception to show that neither the actual fault or privity of the carrier nor the fault or neglect of the agents or servants of the carrier contributed to the loss or damage.

3. The shipper shall not be responsible for loss or damage sustained by the carrier or the ship arising or resulting from any cause without the act, fault or neglect of the shipper, his agents or his servants.

4. Any deviation in saving or attempting to save life or property at sea, or any reasonable deviation shall not be deemed to be an infringement or breach of Rules

or of the contract of carriage, and the carrier shall not be liable for any loss or damage, resulting therefrom.

5. Neither the carrier nor the ship shall in any event be or become liable for any loss or damage to or in connection with goods in an amount exceeding 100L. per package or unit, or the equivalent of that sum in other currency, unless the nature and value of such goods have been declared by the shipper before shipment and inserted in the bill of lading

This declaration if embodied in the bill of lading shall be prima facie evidence, but shall not be binding or conclusive on the carrier.

By agreement between the carrier, master or agent of the carrier and the shipper another maximum amount than that mentioned in this paragraph may be fixed provided that such maximum shall not be less than the figure above named.

Neither the carrier nor the ship shall be responsible in any event for loss or damage to or in connection with goods if the nature or value thereof has been knowingly mis-stated by the shipper in the bill of lading.

6 Goods of an inflammable, explosive or dangerous nature to the shipment whereof the carrier, master or agent of the carrier, has not consented, with knowledge of their nature and character, may at any time before discharge be landed at any place or destroyed or rendered innocuous by the carrier without compensation, and the shipper of such goods shall be liable for all damages and expenses directly or indirectly arising out of or resulting from such shipment.

If any such goods shipped with knowledge and consent shall become a danger to the ship or cargo, they may in like manner be landed at any place or destroyed or rendered innocuous by the carrier without liability on the part of the carrier except to general average, if any.

Article V.—Surrender of Rights and Immunities, and Increase of Responsibilities and Liabilities.

A carrier shall be at liberty to surrender in whole or in part all or any of his rights and immunities or to increase any of his responsibilities and liabilities under the Rules contained in any of these Articles, provided such surrender or

increase shall be embodied in the bill of lading issued to the shipper.

The provisions of these Rules shall not be applicable to charter-parties, but if bills of lading are issued in the case of a ship under a charter-party they shall comply with the terms of these Rules. Nothing, in these Rules shall be held to prevent the insertion in a bill of lading of any lawful provision regarding general average.

#### Article VI.—Special Conditions.

Notwithstanding the provisions of the preceding Articles, a carrier, master or agent of the carrier, and a shipper shall in regard to any particular goods be at liberty to enter into any agreement in any terms as to the responsibility and liability of the carrier for such goods, and as to the rights and immunities of the carrier in respect of such goods, or his obligation as to seaworthiness, so far as this stipulation is not contrary to public policy or the care or diligence of his servants or agents in regard to the loading, handling, stowage, carriage, custody, care, and discharge of the goods carried by sea provided that in this case no bill

of lading has been or shall be issued and that the terms agreed shall be embodied in a receipt which shall be a non-negotiable document and shall be marked as such.

Any agreement so entered into shall have full legal effect:

Provided that this Article shall not apply to ordinary commercial shipments made in the ordinary course of trade, but only to other shipments where the character or condition of the property to be carried or the circumstances, terms and conditions under which the carriage is to be performed, are such as reasonably to justify a special agreement.

Article VII.—Limitations on the application of the Rules.

Nothing herein contained shall prevent a carrier or a shipper from entering into any agreement, stipulation, condition, reservation, or exemption as to the responsibility and liability of the carrier or the ship for the loss or damage to or in connection with the custody and care and handling of goods prior to the loading on and subsequent to the discharge from the ship on which the goods are carried by sea.

Article VIII.—Limitations of Liability.

The provisions of these Rules shall not affect the rights and obligations of the carrier under any statute for the time being in force relating to the limitation of the liability of owners of sea-going vessels.

Article IX.

The monetary units mentioned in these Rules are to be taken to be gold value.

美國赫德法一八九三年(Harter Act)

本法之製定，係關於財物運送中之船舶駕駛，載貨證券及其間義務職責及權利。

茲經美國上下議院聯合會議製定。

第一條 無論任何船舶，由美國港口或在美國與外國港口間運送商品財物，如其經理人代理人或船長或所有人在載貨證券或船運文件設有詞句契約或合同，因之該船舶或經理人或所有人等對於保管之合法商品財物不負疏過失，或未盡相當裝載堆放保存謹慎或相當交貨諸行為所發生之滅失或損失之責者，均應認為違法。凡類似之字句，如在載貨證券或船運收據設定者，均應認為向未設定，並根本失效。

### 第二條

無論任何船舶，于由美國港口或在美國與外國港口間運送商品財物，如其所有人船長代理人或經理人在載貨證券或船運文件設有契約合同，因之該所有人對於該船舶之相當設備，水手給養屬具，或對於該船舶之使有航海安全能力，及履行本次航程所擔負之應盡相當慎重義務，或因之該船長職員代理人或受僱人對於運送貨物之謹慎處理堆放管理交貨所擔負之相當義務，如有減少或缺殘或免除時，均應認為違法。

### 第三條

倘船舶所有人于由美國港口或開往美國港口運送商品財物，業盡相當慎重，使該船舶有相當水手設備給養時，該船舶其所有人代理人或承租人對於因該船駕駛管理之過失錯誤，所發生之損失滅失，不負責任。又該船舶其所有人承租人代理人或船長對於因海上或其他可航行水上之海難天災公敵，或運送貨物本身之缺殘，性質損壞，或因包裹欠全，合法拘捕，或因託運人貨物所有人其代理人代表人之行為或不為，或因在海中意圖救助生命財產及其因之變更航程所發生之一切滅失，均不負責。

### 第四條

船舶所有人于由美國港口或在美國與外國港口間運送商品財物者，應向合法商品託運人發給載貨證券，或船運文件，其間應註明指證之記號，包裹之件數或重量，其係為運送人之重量或係託運人之重量，及交付船舶所有人船長或代理人商品財物之外表狀況，是項文件即認為收到商品大致之證明。



第五條 船舶代理人所有人或船長，于違反本法任何規定時，及因請求未為發給載貨證券證時，應受二千元以下罰金處分，因是項違法所發生之罰金及費用，對於該違法代理人所有人或船長之船舶，應有留置權，該船舶所在地之美國合衆政府地方法院，得以命令拍賣之。罰款之半數，給付因違法受損害方，其餘悉數歸美國合衆政府所有。

第六條 本法對於美國合衆政府修正法，第四二八一條至第四二八三條之規定，或對於船舶所有人代表人其他責任規定，均不發生影響。

第七條 本法第一條及第四條之規定，于牲畜運送不准用之。

第八條 本法由一八九三年七月一日施行。

英文原本附後

### ACT OF CONGRESS, 1893. (HARTER ACT).

An act relating to navigation of vessels, bills of lading, and to certain obligations, duties, and rights in connection with the carriage of property,

1. Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, that it shall not be lawful for the mana-

ger, agent, master or owner of any vessel transporting merchandise or property from or between ports of the United States and foreign ports to insert in any bill of lading or shipping document any clause, covenant, or agreement, whereby it, he, or they shall be relieved from liability for loss or damage arising from negligence, fault or failure in proper loading, stowage, custody, care, or proper delivery of any and all lawful merchandise or property committed to its or their charge. Any and all words or clauses of such import inserted in bills of lading or shipping receipts shall be null and void and of no effect

2. That it shall not be lawful for any vessel transporting merchandise or property from or between ports of the United States of America, and foreign ports, her owner, master, agent, or manager to insert in any bill of lading or shipping document any covenant or agreement whereby the obligations of the owner or owners of the said vessel to exercise due diligence, (to) properly equip, man, provision and outfit said vessel, and to make said vessel seaworthy and capable of performing her intended voyage, or whereby the obligations of the master, officers,

agents, or servants to carefully handle and stow her cargo, and to care for and properly deliver same, shall in any wise be lessened, weakened, or avoided.

3. That if the owner of any vessel transporting merchandise or property to or from any port in the United States of America shall exercise due diligence to make the said vessel in all respects seaworthy and properly manned, equipped, and supplied neither the vessel, her owner or owners, agent, or charterers, shall become or be held responsible for damage or loss resulting from faults or errors in navigation, or in the management of the said vessel nor shall the vessel, her owner or owners, charterers, agents, or master be held liable for losses arising from dangers of the sea or other navigable waters, acts of God, or public enemies, or the inherent defect quality, or vice of the things carried, or from insufficiency of package, or seizure under legal process, or for loss resulting from any act or omission of the shipper or owner of the goods, his agent or representative, or from saving or attempting to save life or property at sea, or from any deviation in rendering such service.

4. That it shall be the duty of the owner or owners, master or agent of any vessel transporting merchandise or property from or between ports of the United States and foreign ports to issue to shippers of any lawful merchandise a bill of lading, or shipping document stating, among other things, the marks necessary for identification number of packages, or quantity, stating whether it be carriers or shippers weight and apparent order or condition of such merchandise or property delivered to and received by the owner, master, or agent of the vessel for transportation, and such document shall be prima facie evidence of the receipt of the merchandise therein described.

5. That for a violation of any of the provisions of this Act, the agent, owner, or master of the vessel guilty of such violation, and who refuses to issue on demand the bill of lading herein provided for, shall be liable to a fine not exceeding two thousand dollars. The amount of the fine and costs for such violation shall be a lien upon the vessel, whose agent, owner, or master is guilty of such violation, and such vessel may be libelled therefor in any district court of the

United States, within whose jurisdiction the vessel may be found. One-half of such penalty shall go to the party injured by such violation, and the remainder to the government of the United States.

6. That this Act shall not be held to modify or repeal sections forty-two hundred and eighty-one, forty-two hundred and eighty-two, and forty-two hundred and eighty-three of the Revised Statutes of the United States, or any other Statute defining the liability of vessels, their owners, or representatives.

7. Sections one and four of this Act shall not apply to the transportation of live animals.

8. That this Act shall take effect from and after the first day of July, eighteen hundred and ninety-three.

Approved, February 13th, 1893.

## 第四章 共同海損

船舶裝運貨物，尙在航程中，忽遇颶風，如不減輕載重，該船舶勢將不能抵抗滔天之狂浪，而船舶旅客及貨物，均有立即沉沒之虞，因以船長之指揮，將積貨之一部份投于海中，是項投棄，係爲避免船舶與積貨共同危險之行爲，即謂之共同海損行爲。然該被投棄之積貨所有人，不應獨負損失，凡受益之各方利害關係人，均應分担是項損失，而爲之補償。

前開法例，即共同海損之基本原則，查是項原則，係通行于古代羅迪國民 Rhodians，現爲世界海商各國所共同遵守者，羅迪 Rhodian 原則，凡在危險時爲公共利益所給與或犧牲者，應由大眾分担補償。"That what is in time of danger given or sacrificed for the sake of all shall be replaced by the Contribution of all," 法蘭西路易第十四時代之法典，亦曰爲船舶及積貨共同利益所發生之特別費用及損害，應認爲共同海損，並應由全部（船舶及積貨）共同負擔。英國勞雲氏法官亦曰凡爲保存船舶及積貨因特別犧牲或費用所發生之損失，應認爲共同海損，並應由各方利害關係人比例負擔。我國海商法第一百二十九條，「稱共同海損者，謂在海難中船長爲避免船舶及積貨之共同危險所爲處分，而直接發生之損害及費用，」共同海損，係海商特有之問題，凡世界海商團體，均望世界各國有統一之辦法，故自一八六〇年迄今，屢有國際間會議，並訂定約

克恩的物浦規則現世界各國海商團體所發給之載貨證券，或海上保險契約，均記明共同海損，依照一八九〇年或一九二四年約克恩的物浦規則辦理，該項規則原本譯本，附印于后，以供參閱。

查共同海損之損失，可分為三項，（一）積貨，（二）船舶之某部份，（三）特別費用。積貨為避免共同危險，經以船長命令而被投棄者，係屬最顯明之損害，應由共同海損補償，倘該積貨係裝載于甲板之上，經投棄者，則不認為共同海損，蓋甲板上不應堆積貨物也，但如運送木材或火車頭，非裝于甲板上不可者，倘經投棄，亦認為共同海損。我國海商法第一百三十一條亦有規定，第一百三十一條「裝載於甲板上貨物，經投棄者不認為共同海損，但其裝載為航運種類或商業習慣所許者，不在此限。」船艙起火，勢將蔓延，因之將船底鑿洞，引水入艙，以闔息滅，船舶因是項鑿洞所蒙之損害，應認為共同海損，至特別費用之應為共同海損者，于約克恩的華浦各條述之詳明，茲不贅釋。共同海損之分担，應有下列三項問題，（一）共同海損分攤之地點時間，（二）共同海損損失之計算及其應補償情節，（三）共同海損分担之財產及其均担之比例部份，上開三項問題，均由一九二四年約克恩的華浦規則第七原則第十六條第十七條解答詳明，而我國海商法第一百三十六條第一百三十七條第一百四十一條，亦有相當之規定。

第一百三十六條，「關於共同海損之分担類，船舶以到達地到達時之價格為價格，積貨以卸載地卸載時之價格為價格，但關於積貨之價格，應扣除因滅失無須支付之運費及其他費用。」

第一百三十七條，「共同海損之損害額，以到達地到達時之船舶價格，或卸載地卸載時之積貨價格定之，但關於積貨價格，應扣除因滅失或毀損無須支付之費用。」

第一百四十一條「船長對於未清償分担額之貨物所有人，得留置其貨物，但提供担保者，不在此限。」

### 約克恩的華浦規則 (York Antwerp Rules, 1890)

查是項規則，並非國際間之法令，乃世界海商國家之海商團體為謀共同海損統一辦法所公同議定者。各國商船及水險公司所填發之載貨證券，租船合同，以及保險單，對於共同海損，類皆載明。依據是項規則辦理。溯是項規則之起源，係在一六八〇年五月三日，由英國各大商埠之海商團體及商會發起，召集歐美各商會及海商團體，定期開會於英屬之格蘭斯哥 (Glasgow)，出席者有各國商會海商團體律師海損揭算員及保險公司等，議定共同海損規則十一條，並議定另請專家潤色文字後，再行提交各國立法機關核議，嗣因英國勞德公司 Lloyd's，(為世界海商中最有勢力者) 對於所潤色之文字，尚不滿意，以致是項規則竟遭擱置，嗣經一八六二年及一八六四年兩次會議，條文雖經規定，但效力尚未發生，及至一八七六年又開會議於比利門 Brnoel，一八七七年開會議於恩的華浦，Antwerp，議定規則計十二條，名之曰約克與恩的華浦規則，各國始遵用之。一八九〇年國際



法典統一改進會開會於利物浦 Liverpool，將規則名稱改稱爲約克恩的華浦規則 York-Antwerp, Rules 計十八條，自是以後，各國海商團體之遵用者益衆，一九二四年又開會於司刀克樓姆 Stockholm，擴充條文爲二十三條，此約克恩的華浦規則產生及成立之經過也。我國輪船公司所填發之載貨證券（即提單），船舶定期運送契約（即租船合同），對於共同海損，均載明依照是項規則辦理，而水險之保險單上亦如之，其重要實可概見。

茲特將一八九〇年又一九二四年之規則，繙譯于后，以供我國海商事件之參考。

一八九〇年約克恩的華浦規則

### 第一條 甲板上積貨經投棄者

裝載於甲板上之積貨，經投棄者，不得由共同海損補償。

凡未經建造于船舶本身之建造物，皆視爲甲板之一部份。

### 第二條 爲共同安全起見所爲之投棄及處分所發生之損失

爲共同安全起見，所爲之犧牲，及爲安全起見，意在投棄，而由船洞引水，因之船舶及積貨或其中一項而發生損失，該項損失，應由共同海損補償。

### 第三條 息滅船火

爲息滅船上之火焰，因引水或其他，如故意將焚燒之船舶擱淺或擊洞等情，致船舶及積貨或其

中之一項發生損失時，該項損失，應由共同海損補償，但被焚燒部分之船舶，及整裝或零裝之積貨，不得領受補償。

#### 第四條 割斷沉沒物

凡因割斷沉沒物或桅桿殘餘部分，或其他被海難業經沖失物件所發生之滅失或損失，不得由共同海損補償。

#### 第五條 自願擱淺

當船舶如不故意駛入沙岸擱淺時，則該船舶即有沉沒或被逐上岸或觸礁之情事發生。凡因此項情節該船舶故意駛岸擱淺，因之船舶積貨及運費或其中之一項所發生之損失，不得由共同海損補償，但於其他情節，為共同安全起見，船舶故意駛岸擱淺者，其所發生之滅失或損失，應由共同海損補償。

#### 第六條 船帆滿風——船帆之損失或滅失

為共同安全起見，強使船舶脫離擱淺，或驅使船舶向高地擱淺，如船帆及桅桿或其中之一項所發生之損失或滅失時，應由共同海損補償。但於船舶漂浮時，船舶積貨及運費或其中之一項因船帆滿風所蒙受之損失或滅失，不得由共同海損補償。

#### 第七條 因起浮船舶機器蒙受損失

船舶擱淺岸上，而位置危險，因竭力使之起浮，船舶機器鍋爐所蒙受之損失，應認為共同海損。但以能證明浮起船舶之意旨，為共同安全而甘冒損害危險之情節為限。

第八條 船舶擱淺岸上所發生之減輕費用及其損失

於船舶擱淺岸上時，為起浮起見，而卸載積貨管煤給養品或其中之一項者，其因減輕所為之額外費用，取船費用及重裝費用，（以已經應用者為限），及因此所發生之滅失或損失，均應認為共同海損。

第九條 積貨船料及給養品用作燃料

積貨船料及給養品或其中之一項於海難中為共同安全起見，因必需而被用作燃料時，應認為共同海損。惟以燃料業經充分預備為限，但應推算所應銷用煤斤之量數，以最後港口離去日之價格核計，責令船舶所有人負擔，並移增於共同海損資方。

第十條 避難港之費用等項

（甲）船舶因事變犧牲或其他特殊情形，為共同安全而必須駛入避難港地，其駛進該項港地之費用，應認為共同海損。並於其運載原有積貨或其一部份駛去時，其因駛入或折回所有離去之費用，亦應認為共同海損。

（乙）無論在裝載停泊或避難港地，其由船舶卸載積貨之費用，應認為共同海損。但卸載以必須

爲共同安全起見，或使船舶因犧牲或事變所蒙之損害，得以修繕。而是項修繕，爲本次航海所必需者爲限。

(丙) 倘由船舶卸載積貨之費用，已認爲共同海損，該積貨之重裝堆放費用及所有堆棧費用，均認爲共同海損。但船舶被沒收或不駛行原定航綫時，自沒收或放棄原綫之日起，其棧租即不得認爲共同海損。

(丁) 于業已認爲共同海損之船舶，爲運送全體積貨起見，停留于可爲修繕之港地，然以節省費用起見，該船舶復被拖至其他港地或目的地，或其一部份積貨移轉于其他船舶，或以其他方法輸送，其所有一切拖帶費、移裝費、輸送費，或其中之一項，(以所省之費用爲限)，應按照減省之額外費用，由有關係各方比例負擔。

#### 第十一條 避難港海員之工資及開支等項

依照第十條之規定，如有修繕或其他情節，致船舶駛入或滯留港地，其船主職員船員在此特別滯留時期，至船舶開駛或應開駛時日止之一切工資及開支，均應認爲共同海損。但船舶被沒收或不駛行原定航綫時，其船主職員船員之一切工資開支，自沒收或放棄原綫之日起，不得認爲共同海損。

#### 第十二條 因卸載積貨之損失

積貨如因卸載、堆存、重裝、堆放等事，所受之必須損害或滅失，應認爲共同海損。以上開各項費用，

業經認為共同海損者為限。

第十三條 修繕費用內之扣除

關於共同海損之分派，于已承認共同海損之修繕，應以（新換舊）情節作下列之扣除。  
關於鋼質或鐵質之船舶，由原始登記日起，至事變之日止。

（甲）一年之內者

所有修繕應完全承認，但油漆或底面則扣除三分之一。

（乙）一年至三年者

船身之木器、桅杆、帆、帆、傢俱、絲絨、陶器、五金、玻璃、船帆、索具、繩索、被單、巨纜（與鉛絲練環者有別）、幕幔、套子、油漆等，無論修繕或換新，均扣除三分之一。鉛絲、索具、鉛絲繩索、鉛絲巨纜及鍊環、輔助抽水機器絞盤及接連物起重機，及接連物等，均扣除六分之一。其他修繕，均完全承認。

（丙）三年至六年者

除桅杆、帆、帆之鐵器、機械（鍋爐及其裝設物在內），扣除六分之一外，其他依照上開乙項扣除。

（丁）六年至十年者

除桅杆、帆、帆之鐵器、機械（鍋爐及其裝設物在內），之修繕掉換及一切巨纜、繩索、被單、索具，均

得扣除三分之一外，其餘依照上開丙項扣除。

(戊)十年至十五年者

除船身鐵器、水泥及纜纜，扣除六分之一外，其餘之修繕換掉，均扣除三分之一，如船錨則完全承認。

(己)十五年以上者

所有修繕換掉，均扣除三分之一，船錨完全承認，纜纜扣除六分之一。

(庚)普通情形

除給養品與機械鍋爐外，所有扣除各項，均照船舶之年齡計算，不得以某一部份之年齡計算，倘油漆底層於事變前六個月內未曾油漆者，其油漆底層不得承認，至以舊料修繕，未用新料及給養品未經消用者，不應扣除。

關於木質或兩合質船舶

船舶於事變時，原始登記日期在一年以下者（新換舊）之扣除，不得為之。

在此項時期後，除下列特別情形外，均應扣除三分之一，船錨完全承認，纜纜應扣除六分之一，給養品未經消用者，不得扣除。

剝去舊包皮之同量金屬包皮，應完全承認，但得扣除舊包皮之得款，釘子毡氈及人工之金屬敲用品，得扣除三分之一。

## 關於普通船舶

所有船舶，其鐵器由灣伸直，及卸裝工資，均應完全承認。

船塢費用，以及移動推運費用，使用車剪機及船塢材料費用，均應完全承認。

### 第十四條 臨時修繕

於業經承認共同海損之臨時修繕（新換舊）之扣除，不得爲之。

### 第十五條 運費滅失

倘積貨之損失或滅失，發生於共同海損之行爲，或認爲應由共同海損補助者，其運費因之滅失者，亦應由共同海損補償。

### 第十六條 因犧牲致積貨損失補償之數額

凡貨物因犧牲所蒙之損害或滅失，而認爲應由共同海損補償者，其貨主蒙損之數額，以船舶到達日或該次航海終結日之貨物市價爲標準。

### 第十七條 分担價額

共同海損分担數額，應以航海終結財物實在價額，連同共同海損之損害補償數額集合核算。但自共同海損處分行爲日以後之港口費及船員工資等費，均應由船東之運費，旅客票價內扣除，蓋假在共同海損處分之日，而積貨與船舶淪沒，該港口費及工資亦無由發生，自亦不得認爲共同海損。至

共同海損處分行爲以後發生之一切費用，除已認爲共同海損費用外，均應由財物價額內扣除之。  
旅客之行李及隨身物件，凡未記明載貨證券者，均不得分擔共同海損。

### 第十八條

除依照上開各條規定，凡于運送契約，未經載明共同海損依照本項規則辦理者，其分派應依照該管之法令及習慣辦理之。

英文原本附後

## YORK—ANTWERP RULES, 1890

### Rule I.—Jettison of Deck Cargo.

No jettison of deck cargo shall be made good as general average

Every structure not built in with the frame of the vessel shall be considered to be a part of the vessel.

### Rule II.—Damage by Jettison and Sacrifice for the Common Safety.

Damage done to a ship and cargo, or either of them, by or in consequence of a sacrifice made for the common safety, and by water which goes down a ship's



hatches opened, or other opening made for the purpose of making a jettison for the common safety, shall be made good as general average.

Rule III.—Extinguishing Fire on Shipboard.

Damage done to a ship and cargo, or either of them, by water or otherwise, including damage by beaching or scuttling a burning ship, in extinguishing a fire on board the ship, shall be made good as general average; except that no compensation shall be made for damage to such portions of the ship and bulk cargo, or to such separate packages of cargo, as have been on fire.

Rule IV.—Cutting away wreck.

Loss or damage caused by cutting away the wreck or remains of spars, or of other things which have previously been carried away by sea-peril, shall not be made good as general average.

Rule V.—Voluntary Stranding.

When a ship is intentionally run on shore, and the circumstances are such that if that course were not adopted she would inevitably sink, or drive on shore or

on rocks, no loss or damage caused to the ship, cargo, and freight, or any of them, by such intentional running on shore, shall be made good as general average. But in all other cases where a ship intentionally run on shore for the common safety, the consequent loss or damage shall be allowed as general average.

Rule VI.—Carrying press of Sail, — Damage to or Loss of Sails.

Damage to or loss of sails and spars, or either or them, caused by forcing a ship off the ground or by driving her higher up the ground, for the common safety, shall be made good as general average; but where a ship is afloat, no loss or damage caused to the ship, cargo, and freight, or any of them, by carrying a press of sail shall be made good as general average.

Rule VII.—Damage to Engines in Refloating a Ship.

Damage caused to machinery and boilers of a ship, which is ashore and in a position of peril, in endeavouring to refloat, shall be allowed in general average, when shown to have arisen from an actual intention to float the ship for the common safety at the risk of such damage.

Rule VIII.—Expenses Lightening a Ship when Ashore, and Consequent Damage.

When a ship is ashore, and, in order to float her, cargo, bunker coals, and ship's Stores, or any of them, are discharged, the extra cost of lightening, lighter hire, and re-shipping (if incurred), and the loss or damage sustained thereby, shall be admitted as general average.

Rule IX.—Cargo, Ship's Materials, and Stores Burnt for Fuel.

Cargo, ship's materials, and stores, or any of them, necessarily burnt for fuel for the common safety at a time of peril shall be admitted as general average; when and only when an ample supply of fuel had been provided; but the estimated quantity of coals that would have been consumed, calculated at the price current at the ship's last port of departure at the date of her leaving, shall be charged to the shipowner and credited to the general average.

Rule X.—Expenses at port of Refuge, &c.

(a).—When a ship shall have entered a port or place of refuge, or shall have

returned to her port or place of loading, in consequence of accident, sacrifice, or other extraordinary circumstances, which render that necessary for the common safety, the expenses of entering such port or place shall be admitted as general average, and when she shall have sailed thence with her original cargo, or a part or it, the corresponding expenses of leaving such port or place, consequent upon such entry or return, shall likewise be admitted as general average.

(b).—The cost of discharging cargo from a ship, whether at a port or place of loading, call, or refuge, shall be admitted as general average, when the discharge was necessary for the common safety or to enable damage to the ship, caused by sacrifice or accident during the voyage, to be repaired, if the repairs were necessary for the safe prosecution of the voyage.

(c).—Whenever the cost of discharging cargo from a ship is admissible as general average, the cost of reloading and storing such cargo on board the said ship, together with all storage charges on such cargo, shall likewise be so admitted. But when the ship is condemned or does not proceed on her original voyage, no

storage expenses incurred after the date of the ship's condemnation or of the abandonment of the voyage shall be admitted as general average.

(d).—If a ship under average be in a port or place at which it is practicable to repair her, so as to enable her to carry on the whole cargo, and if, in order to save expenses, either she is towed thence to some other port or place of repair or to her destination, or the cargo or a portion of it is transhipped by another ship, or otherwise forwarded, then the extra cost of such towage, transhipment, and forwarding, or any of them (up to the amount of the extra expense saved) shall be payable by the several parties to the adventure in proportion to the extraordinary expense saved.

Rule XI.—Wages and Maintenance of Crew in Port of Refuge, &c.

When a ship shall have entered or been detained in any port or place under the circumstances or for the purposes of the repairs, mentioned in Rule X., the wages payable to the master, officers, and crew, together with the cost of maintenance of the same, during the extra period of detention in such port or place until the

ship shall or should have been made ready to proceed upon her voyage, shall be admitted as general average. But when the ship is condemned or does not proceed on her original voyage, the wages and maintenance of the master, officers, and crew, incurred after the date of the ship's condemnation or of the abandonment of the voyage, shall not be admitted as general average.

**Rule XII.—Damage to Cargo in Discharging, &c.**

Damage done to or loss of cargo necessarily caused in the act of discharging, stowing, reloading, and stowing, shall be made good as general average, when and only when the cost of those measures respectively is admitted as general average.

**Rule XIII.—Deductions from Cost of Repairs.**

In adjusting claims for general average, repairs to be allowed in general average shall be subject to the following deductions in respect of "new for old," viz:—

In the case of iron or steel ships, from date of original register to the date of accident,—

Up to 1 year old (A).

All repairs to be allowed in full, except painting or coating of bottom, from which one third is to be deducted.

Between 1 and 3 years (B).

One-third to be deducted of repairs to and renewal of woodwork of hull, masts and spars, furniture, upholstery, crockery, metal and glassware, also sails, rigging, ropes, sheets, and hawsers (other than wire and chain), awnings, covers, and painting.

One-sixth to be deducted of wire rigging, wire ropes and wire hawsers, chain cables and chains, donkey engines, steam winches and connexions, steam cranes and connexions; other repairs in full.

Between 3 and 6 years (C.)

Deductions as above under clause B, except that one-sixth be deducted of ironwork of masts and spars, and machinery (inclusive of boilers and their mountings).

Between 6 and 10 years (D.)

Deductions as above under clause C, except that one-third be deducted off ironwork of masts and spars, repairs to and renewal of all machinery (inclusive of boilers and their mountings), and all hawsers, ropes, sheets, and rigging.

Between 10 and 15 years (E.)

One-third to be deducted off all repairs, and renewals, except ironwork of hull and cementing and chain cables, from which one-sixth to be deducted. Anchors to be allowed in full.

Generally (G.)

The deductions (except as to provisions and stores, machinery, and boilers) to be regulated by the age of the ship, and not the age of the particular part of her to which they apply. No painting bottom to be allowed if the bottom has not been painted within six months previous to the date of accident. No deduction to be made in respect of old material which is repaired without being replaced by new, and provisions and stores which have not been in use.

In the case of wooden or composite ships:—



When a ship is under one year old from date of original register, at the time of accident, no deduction new for old shall be made. After that period a deduction of one-third shall be made, with the following exceptions:—

Anchors shall be allowed in full. Chain cables shall be subject to a deduction of one-sixth only.

No deduction shall be made in respect of provisions and stores which had not been in use.

Metal sheathing shall be dealt with, by allowing in full the cost of a weight equal to the gross weight of metal sheathing stripped off, minus the old metal, nails felt, and labour metalling are subject to a deduction of one-third.

In the case of ships generally:—

In the case of all ships, the expense of straightening bent ironwork, including labour of taking out and replacing it, shall be allowed in full.

Graving dock dues, including expenses of removals, garrages, use of shears, stages, and graving dock materials, shall be allowed in full.

**Rule XIV.—Temporary Repairs.**

No deductions "new for old" shall be made from the cost of temporary repairs of damage allowable as general average.

**Rule XV.—Loss of Freight.**

Loss of freight arising from damage to or loss of cargo shall be made good as general average, either when caused by a general average act, or when the damage to or loss of cargo is so made good.

**Rule XVI.—Amount to be Made Good for Cargo Lost or Damaged by Sacrifice.**

The amount to be made good as general average for damage or loss of goods sacrificed shall be the loss which the owner of the goods has sustained thereby, based on the market values at the date of the arrival of the vessel or at the termination of the adventure.

**Rule XVII.—Contributory Values.**

The contribution to a general average shall be made upon the actual values of

the property at the termination of the adventure to which shall be added the amount made good as general average for property sacrificed; deduction being made from the shipowner's freight and passage-money at risk, of such port charges and crew's wages as would not have been incurred had the ship and cargo been totally lost at the date of the general average act or sacrifice, and have not been allowed as general average; deduction being also made from the value of the property of all charges incurred in respect thereof subsequently to the general average act, except such charges as are allowed in general average.

Passengers' luggage and personal effects, not shipped under bill of lading, shall not contribute to general average.

#### Rule XVIII.—Adjustment.

Except as provided in the foregoing rules, the adjustment shall be drawn up in accordance with the law and practice that would have governed the adjustment had the contract of affreightment not contained a clause to pay general average according to these rules.

## 一九二四年約克恩的華浦規則(York Antwerp Rules, 1924)

### 第一原則

稱共同海損行為者，請在共同海事冒險間，因由危難而保留財物，為共同安全起見，所為或發生之故意及相當特別犧牲費用也。

### 第二原則

共同海損之犧牲及費用，應由各利害關係人分擔之，依照下列規定為標準。

### 第三原則

共同海損行為所直接發生之損害滅失或費用，始得認為共同海損。

船舶或積貨因航行遲延所蒙受之損害或滅失，及因同一原因所蒙受之間接損失，如耽誤船期市場損失等，均不得認為共同海損。

### 第四原則

共同海損之應受分擔權利，不得因發生犧牲或費用之事項，為冒險關係中之一方所致者而受影響，但對於向該過失負責方之請求權，不因之發生阻礙。

### 第五原則

共同海損請求方對於該滅失或費用之應認爲共同海損者，須負證明之責任。

### 第六原則

凡替代應認爲共同海損費用所發生之特別費用，亦應認爲共同海損，並應受補償，但以共同海損費用減省之數類爲限。

### 第七原則

共同海損關於損失及分擔之計算，應以航海完成地完成時之價值爲標準。

本原則對於海損報告書制成地點之決定，不發生影響。

### 第一條 甲板上積貨經投棄者

裝載於甲板上之積貨，經投棄者，不得由共同海損補償，但其裝運爲商業習慣所許者，不在此限。

### 第二條 爲共同安全起見所爲之投棄及犧牲所發生之損失

爲共同安全起見所爲之犧牲，及爲共同安全起見意在投棄，而由船洞引水，因之船舶及積貨或其中之一項而發生損失，該項損失，應由共同海損補償。

### 第三條 息滅船火

爲息滅船上之火焰，因引水或其他，如故意將焚燒之船舶擱淺或擊洞等情，致船舶或積貨或其中之一項發生損失時，該項損失應由共同海損補償，但被焚燒部分之船舶，及整裝或零裝之積貨，不

得領受補償。

#### 第四條 割斷沉沒物

凡因割斷沉沒物，或梳桿殘餘部分，或其他被海難業經沖失物件，所發生之滅失或損失，不得由共同海損補償。

#### 第五條 自願擱淺

當船舶如不故意駛入沙岸擱淺時，則該船舶即有沉沒或被逐上岸或觸礁之情事發生，凡因此項情節，該船舶故意駛岸擱淺，因之船舶積貨及運費或其中之一項所發生之損失，不得由共同海損補償，但於其他情節，為共同安全起見，船舶故意駛岸擱淺者，其所發生之滅失或損失，應由共同海損補償。

#### 第六條 船帆滿風——船帆之損失或滅失

為共同安全起見，強使船舶脫離擱淺，或驅使船舶向高地擱淺，如船帆及梳桿或其中之一項所發生之損失或滅失時，應由共同海損補償，但於船舶漂浮時，船舶積貨及運費或其中之一項，因船帆滿風所蒙受之損失，或滅失，不得由共同海損補償。

#### 第七條 因起浮船舶機器蒙受損失

船舶擱淺岸上，而位置危險，因竭力使之起浮，船舶機器鍋爐所蒙受之損失，應認為共同海損，但

以能證明浮起船舶之意旨，爲共同安全而甘冒損害危險之情節爲限，惟于船舶在浮起狀態中，其機器鍋爐所蒙受之滅失或損害，不得由共同海損補償。

#### 第八條 船舶擱淺岸上所發生之減輕費用及其損失

於船舶擱淺岸上時，其積貨及船上燃料及給養品，或其中之一項，因共同海損行爲而卸載者，其因減輕所爲之額外費用，駁船費用，及重裝費用，（以已經應用者爲限，）及因此所發生之滅失或損失，均應認爲共同海損。

#### 第九條 船料及給養品用作燃料

船料及給養品或其中之一項，於海難中爲共同安全起見，因必須而被用作燃料時，應認爲共同海損，惟須燃料業經充分預備爲限，但應推算所應銷用煤斤之量數，以最後港口離去日之價格核計，該煤斤量數會移增于共同海損查方。

#### 第十條 避難港之費用等項

（甲）船舶因事變犧牲，或其他特殊情形，爲共同安全而必須駛入避難港地，或折回裝載港地，其駛進該項港地之費用，應認爲共同海損，並於其運載原有積貨或其一部份駛去時，其因駛入或折回所有離去之費用，亦應認爲共同海損。

（乙）無論在裝載停泊或避難港地，其積貨因船上處理或卸載所發生之費用，及燃料給養品之

費用均應認爲共同海損但其處理或卸載以必須爲共同安全起見或使船舶因犧牲或事變所蒙受之損害，得以修繕，而是項修繕，爲本次航海所必需者爲限。

(丙)倘因積貨安置或卸載，及燃料給養品之費用，已認爲共同海損，該積貨重裝堆放費用，及船上燃料給養品費用，以及所有積貨燃料給養品堆棧費用，(倘發生應包括火險)亦均認爲共同海損，但船舶被沒收或不駛行原定航綫時，自沒收或放棄原棧之日起，其棧租即不得認爲共同海損，但船舶沒收或航綫放棄時，積貨尙未完全卸載，上開之各項棧租，仍應認爲共同海損，至積貨完全卸載日爲止。

(丁)于業已認爲共同海損之船舶，爲運送全體積貨起見，停留于可爲修繕之港地，然以節省費用起見，該船舶復被拖至其他港地或目的地，或其一部份積貨移轉于其他船舶，或以其他方法輸送，其所有一切拖帶費，移轉費，輸送費，或其中之一項，(以所省之費用爲限)應按照減省之額外費用，由各關係方比例負擔。

#### 第十一條 避難港海員之工資及開支等項

依照第十條之規定，如有修繕或其他情節，致船舶駛入或滯留港地，其船主職員船員在此特別滯留時期，至船舶開駛或應開駛時日止之一切工資及開支，均應認爲共同海損，但船舶被沒收或不駛行原定航綫時，其船主職員船員之一切工資開支，自沒收或放棄原棧之日起，不得認爲共同海損。



倘船舶沒收或航綫放棄時，積貨尙未完全卸載，上開船員工資開支仍應認爲共同海損，至積貨完全卸載日爲止。

#### 第十二條 因卸載積貨之損失

積貨燃料給養品，如因處理，卸載，堆存，重裝，堆放等事所受之必須損害或滅失，應認爲共同海損。但以上開各項費用，業經認爲共同海損者爲限。

#### 第十三條 修繕費用內之扣除

關於共同海損之分派，于已承認共同海損之修繕，應以（新換舊）情節作下列之扣除。

關於鋼質或鐵質之船舶，由原始登記日起，至事變之日止。

（甲）一年之內者

所有修繕，應完全承認，但油漆或底面，則扣除三分之一。

（乙）一年至三年者

船身之木器梳櫛傢俱，絲絨、陶器、五金、玻璃、船帆、索具、繩索、被單、巨纜（與鉛絲鍊環者有別）、幕幔、套子、油漆等，無論修繕或換新，均扣除三分之一。鉛絲、索具、繩索、巨纜、無線器具、鍊環、巨纜及鍊環、電流用具、輔助抽水機器、汽機、絞盤、及接運物、汽機起重機及接運物、及電汽機械，均扣除六分之一，其他修繕，均完全承認。

(丙)三年至六年者

除電流用具扣除三分之一，又除桅桿帆杠之鐵器機械（鍋爐及其裝設物在內）扣除六分之一外，其他依照上開乙項扣除。

(丁)六年至十年者

除桅桿帆杠之鐵器補助抽水機器汽機絞盤起重機及附屬物等，又及機械（鍋爐及其裝設物在內）無線電器具，巨纜，繩索，被單，帆杠之修繕掉換，扣除三分之一外，其他部份，依照上開丙項扣除。

(戊)十年至十五年者

除船身鐵器，水泥及練纜，扣除六分之一外，其餘之修繕掉換，均扣除三分之一，如船鋪則完全承認。

(己)十五年以上者

所有修繕掉換，均扣除三分之一，船鋪完全承認，鍊纜扣除六分之一。

(庚)除給養品與電流用具，無線電器具及機械鍋爐外，所有扣除各項，均照船舶之年齡計算，不得以某一部份之年齡計算，倘油漆底層於事變前六個月內未曾油漆者，其油漆底層，不得承認，至以舊料修繕，未用新料，及給養品絞盤未經消用者，不應扣除。

關於木質或兩合質船舶

船舶于事變前，原始登記日期在一年以下者（新換舊）之扣除，不得爲之。

在此項時期後，除下列特別情形外，均應扣除三分之一。船艙完全承認，鍊纜應扣除六分之一，給養品未經消用者，不得扣除。

剝去舊包皮之同量金屬包皮，應完全承認。但得扣除舊包皮之得款。釘子毡氈及人工金屬蔽用品，得扣除三分之一。

倘船舶裝有逐水冷氣、電氣、其他機械、或電流用具，或無線電器具者，是項機械、電流、無線電器具修繕之扣除，依照鐵質或鋼質之船舶規則辦理。

#### 關於普通船舶

所有船舶，其鐵器由灣伸直，及卸裝工資，均應完全承認。

船塢費用，以及移動推運費用，使用車剪機及船塢材料費用，均應完全承認。

#### 第十四條 臨時修繕

倘船舶在裝載停泊避難港地，爲共同安全，或因其共同海損所發生之損害，而爲臨時之修繕，是項修繕費用，應認爲共同海損。但因偶然損害，僅爲航海完成，而爲臨時修繕時，其費用之所應認爲共同海損者，以所減省之費用爲限。蓋假使于該地不爲修繕時，其費用將來亦必發生，並應認爲共同海損也。

于業經承認共同海損之臨時修繕（新換舊）之扣除，不得爲之。

#### 第十五條 運費減失

倘積貨之損失或滅失，發生于共同海損行爲，或認爲應由共同海損補償者，其運費因之滅失者，亦應由共同海損補償。

但其所有人因本次犧牲而減省爲獲運費之費用，應由滅失之總運費內扣除。

#### 第十六條 因犧牲致積貨損失補償之數額

凡貨物因犧牲所蒙之損害或滅失，而認爲應由共同海損補償者，其貨主蒙損之數額，以船舶到達日或于航海未于原訂目的港終結者，以該次航海終結日之貨物市價爲標準。

倘受損貨物，于到達後出售，其由共同海損補償之損失，應以船舶到達日完好價值作標準，依照完好價值，與出售所得之價值計算。

#### 第十七條 分担價額

共同海損分担數額，應以航海終結，財物實淨價額，連共同海損之損害賠償數額集合核算，但自共同海損處分行爲日以後之港口費及船員工資等費，均應由船東之運費旅客票價內扣除，蓋假在共同海損處分之日，而積貨與船舶淪沒，該港口費及工資，亦無由發生，自亦不得認爲共同海損，至共同海損處分行爲以後發生之一切費用，除已認爲共同海損費用外，均應由財物價額內扣除之。

旅客之行李及隨身物件，凡未記明載貨證券者，得不分担共同海損。

#### 第十八條 船舶損害

倘船舶及其機器或齒輪，因損害或滅失，而為修繕更換者，其共同海損承許之數額，為修繕或更換該項損害滅失部份之實際普通價值。但于新換舊部份，應依上開第十三條扣減，倘不為修繕，應承認價值相當之貶損，但不得超過修繕之估計為限。

倘船舶業受實際完全喪失，或假定完全喪失時，其因共同海損行為所發生之承認共同海損，損害或滅失之數額，應為該船舶完好狀態之價值，扣減非共同海損損害修繕之價值及餘物出賣之款銀。

#### 第十九條 未經聲明或不實聲明之積貨

貨物之裝載，未經船舶所有人或其代理人知悉，或于裝載時故為謊報者，其蒙受損害或滅失，不應認為共同海損。但該項貨物，倘有存留，仍應分擔共同海損。

貨物于其裝載時，為不實之聲明，而其價值少于實在價值者，其損害或滅失之承受分擔權，應依照聲明價值計算，但該項貨物之分擔，應照實在價值計算。

#### 第二十條 港口發生之費用

于航海延長時間，所發生燃料及給養品之消耗，及船長職員船員之工資日用，係因船舶駛入避

難港地或返還裝載港地者，應認爲共同海損。但以駛入該項港地之費用，業已依照第十條（甲）認爲共同海損者爲標準。

于滯留時間，在裝載停泊或避難港地所消耗之燃料及給養品，亦應認爲共同海損，但其期間，應以船長職員船員之工資日用，業已依照第十一條認爲共同海損爲標準。惟因修繕所消耗之燃料及給養品，不得認爲共同海損。

#### 第二十一條 款項之供給

爲共同海損所支付款項，其百分之二，應認爲佣金，並應認爲共同海損，但于該款項不由分擔關係之一方供給者，因籌款所爲抵押或其他借款之必須費用，或由同一原因，貨主因貨物出賣，蒙受之損失，應認爲共同海損。

爲給付共同海損用款所發生之墊款，其保證墊款費用，亦應認爲共同海損。

#### 第二十二條 損失經共同海損補償之利息

開支犧牲，及承賠諸費用，應計利息，並應認爲共同海損，依照冒險完成之最終目的港口地之週年法定利率計算。倘無規定之法定利率，則依週年五厘至共同海損報告書完成爲止，但分擔關係各方，或共同海損保證金，于此期間內，有償還者，當另爲相當計算。

#### 第二十三條 保證金之處理

積貨所負擔之共同海損、撈救酬金、或其他費用，于其保證金收受後，該保證金應即以特別戶名存儲，以能生息者為最佳，由兩個信託人（其一由船舶所有人推舉，其一由繳款人推舉）保管，其存儲之銀行，亦應由信託人選定。是項保證金連同利息，即作為積貨應給付共同海損撈救酬金或其他費用各方之保證及信託。該信託人得將保證金付賬或發還，悉依海損揭算人之書面指導，關於是項保證金及其付賬或發還各項，與各方之實際責任，不發生影響。

### York-Antwerp Rules, 1924

#### Rule A.

There is a general average act when, and only when, any extraordinary sacrifice or expenditure is intentionally and reasonably made or incurred for the common safety for the purpose of preserving from peril the property involved in a common maritime adventure.

#### Rule B.

General average sacrifices and expenses shall be borne by the different contributing interests on the basis hereinafter provided.

**Rule C.**

Only such damages, losses or expenses which are the direct consequence of the general average act shall be allowed as general average.

Damage or loss sustained by the ship or cargo through delay on the voyage, and indirect loss from the same cause, such as demurrage and loss of market, shall not be admitted as general average.

**Rule D.**

Rights to contribution in general average shall not be affected though the event which gave rise to the sacrifice or expenditure may have been due to the fault of one of the parties to the adventure; but this shall not prejudice any remedies which may be open against that party for such fault.

**Rule E.**

The onus of proof is upon the party claiming in general average to show that the loss or expense claimed is properly allowable as general average.

**Rule F.**



Any extra expense incurred in place of another expense which would have been allowable as general average shall be deemed to be general average and so allowed but only up to the amount of the general average expense avoided.

#### Rule G.

General average shall be adjusted as regards both loss and contribution upon the basis of values at the time and place when and where the adventure ends.

This rule shall not affect the determination of the place at which the average statement is to be made up.

#### Rule I.—Jettison of Cargo

No jettison of cargo shall be made good as general average, unless such cargo is carried in accordance with the recognised custom of the trade.

#### Rule II.—Damage by Jettison and Sacrifice for the Common Safety.

Damage done to a ship and cargo, or either of them, by or in consequence of a sacrifice made for the common safety, and by water which goes down a ship's hatches opened or other opening made for the purpose of making a jettison for the

common safety, shall be made good as general average.

**Rule III.—Extinguishing Fire on Shipboard.**

Damage done to a ship and cargo, or either of them, by water or otherwise, including damage by beaching or scuttling a burning ship, in extinguishing a fire on board the ship, shall be made good as general average; except that no compensation shall be made for damage to such portions of the ship and bulk cargo, or to such separate packages of cargo, as have been on fire.

**Rule IV.—Cutting away Wreck.**

Loss or damage caused by cutting away the wreck or remains of spars, or of other things which have previously been carried away by sea-peril, shall not be made good as general average.

**Rule V.—Voluntary Stranding.**

When a ship is intentionally run on shore, and the circumstances are such that if that course were not adopted she would inevitably drive on shore or on rocks, no loss or damage caused to the ship, cargo and freight or any of them by such

intentional running on shore shall be made good as general average. But in all other cases where a ship is intentionally run on shore for the common safety, the consequent loss or damage shall be allowed as general average.

**Rule VI.—Carrying Press of Sail—Damage to or Loss of Sails.**

Damage to or loss of sails and spars, or either of them, caused by forcing a ship off the ground or by driving her higher up the ground, for the common safety, shall be made good as general average; but where a ship is afloat, no loss or damage caused to the ship, cargo, and freight, or any of them, by carrying a press of sail, shall be made good as general average.

**Rule VII.—Damage to Engines in Refloating a Ship.**

Damage caused to machinery and boilers of a ship, which is ashore and in a position of peril, in endeavouring to refloat, shall be allowed in general average, when shown to have arisen from an actual intention to float the ship for the common safety at the risk of such damage; but where a ship is afloat no loss or damage caused by working the machinery and boilers shall be made good as general average.

Rule VIII.—Expenses Lighening a Ship when Ashore and Consequent Damage.

When a ship is ashore and cargo and ship's fuel and stores or any of them are discharged as a general average act, the extra cost of lighening, lighter hire and reshipping (if incurred) and the loss or damage sustained thereby shall be admitted as general average.

Rule IX.—Ship's Materials and Stores Burnt for Fuel.

Ship's materials and stores, or any of them, necessarily burnt for fuel for the common safety at time of peril, shall be admitted as general average, when and only when an ample supply of fuel had been provided; but the estimated quantity of fuel that would have been consumed, calculated at the price current at the ship's last port of departure at the date of her leaving, shall be credited to the general average.

Rule X. (a).—Expenses at Port of Refuge, &c.

When a ship shall have entered a port or place of refuge, or shall have returned to her port or place of loading, in consequence of accident, sacrifice, or other

extraordinary circumstances, which render that necessary for the common safety, the expenses of entering such port or place shall be admitted as general average; and when she shall have sailed thence with her original cargo, or a part of it, the corresponding expenses of leaving such port or place consequent upon such entry or return shall likewise be admitted as general average.

**Rule X. (b)**

The cost of handling on board or discharging cargo, fuel or stores, whether at a port or place of loading, call or refuge, shall be admitted as general average when the handling or discharge was necessary for the common safety or to enable damage to the ship caused by sacrifice or accident to be repaired, if the repairs were necessary for the safe prosecution of the voyage.

**Rule X. (c).**

Whenever the cost of handling or discharging cargo, fuel or stores is admissible as general average, the cost of reloading and stowing such cargo, or stores on board the ship, together with all storage charges (including fire insurance, if incurred)

on such cargo, fuel or stores, shall likewise be so admitted. But when the ship is condemned or does not proceed on her original voyage, no storage expenses incurred after the date of the ship's condemnation or of the abandonment of the voyage shall be admitted as general average. In the event of the condemnation of the ship or the abandonment of the voyage before completion of discharge of cargo, storage expenses, as above, shall be admitted as general average up to the date of completion of discharge.

Rule X. (d).

If a ship under average be in a port or place at which it is practicable to repair her, so as to enable her to carry on the whole cargo, and if, in order to save expenses, either she is towed thence to some other port or place of repair or to her destination, or the cargo or a portion of it is transhipped by another ship, or otherwise forwarded, then the extra cost of such towage, transhipment and forwarding, or any of them (up to the amount of the extra expense saved) shall be payable by the several parties to the adventure in proportion to the extraordinary expense saved.

Rule XI.—Wages and Maintenance of Crew in Port of Refuge, & c.

When a ship shall have entered or been detained in any port or place, under the circumstances, or for the purposes of repairs mentioned in Rule X., the wages payable to the master, officers and crew, together with the cost of maintenance of the same, during the extra period of detention in such port or place until the ship shall or should have been made ready to proceed upon her voyage, shall be admitted as general average. But when the ship is condemned or does not proceed on her original voyage, the wages and maintenance of the master, officers and crew, incurred after the date of the ship's condemnation or of the abandonment of the voyage, shall not be admitted as general average. In the event of the condemnation of the ship or the abandonment of the voyage before completion of discharge of cargo, wages and maintenance of crew, as above, shall be admitted as general average up to the date of completion of discharge.

Rule XII.—Damage to cargo in Discharging, & c.

Damage to or loss of cargo, fuel or stores caused in the act of handling dis-

charging, storing, reloading and stowing shall be made good as general average, when and only when the cost of those measures, respectively, is admitted as general average.

**Rule XIII.—Deductions from Cost of Repairs.**

In adjusting claims for general average, repairs to be allowed in general average shall be subject to the following deductions in respect of 'new for old' viz:—

For the case of iron or steel ships, from date of original register to the date of accident—

Up to 1 year old (A) •

All repairs to be allowed in full, except painting or coating of bottom, from which one third is to be deducted.

Between 1 and 3 years (B)

One-third to be deducted off repairs to and renewals of woodwork of hull, masts and spars, furniture, upholstery, crockery, metal and glassware, also sails, rigging, ropes, sheets and hawsers (other than wire and chain), awnings, covers and painting. One-sixth to be deducted off wire rigging, wire ropes and wire hawsers,



wireless apparatus, chain cables and chains, insulation, donkey engines steam steering gear and connections, steam winches and connections, steam cranes and connections and electrical machinery; other repairs in full.

**Between 3 and 6 years (C.)**

Deductions as above under clause B, except that one-third be deducted off insulation, and one-sixth be deducted off ironwork of masts and spars, and all machinery (inclusive of boilers and their mountings).

**Between 6 and 10 years (D.)**

Deductions as above under clause C, except that one-third be deducted off ironwork of masts and spars, donkey engines, steam steering gear, winches, cranes, and connections, repairs to and renewal of all machinery (inclusive of boilers and their mountings), wireless apparatus and all hawsers, ropes, sheets and rigging.

**Between 10 and 15 years (E.)**

One-third to be deducted off all repairs and renewals except ironwork of hull and cementing and chain cables, from which one-sixth to be deducted, Anchors to

be allowed in full,

Over 15 years (F.)

One-third to be deducted off all repairs and renewals. Anchors to be allowed in full, One-sixth to be deducted off chain cables.

Generally (G.)

The deductions (except as to provisions and stores, insulation, wireless apparatus, machinery and boilers) to be regulated by the age of the ship; and not the age of the particular part of her to which they apply. No painting bottom to be allowed if the bottom has not been painted within six months previous to the date of the accident. No deduction to be made in respect of old material which is repaired without being replaced by new, and provisions, stores and gear which have not been in use.

In the case of wooden or composite ships:—

When a ship is under one year old from date of original register, at the time of accident, no deduction new for old shall be made. After that period a deduction

of one-third shall be made, with the following exceptions:—

Anchors shall be allowed in full, Chain cables shall be subject to a deduction of one-sixth only.

No deduction shall be made in respect of provisions and stores which had not been in use.

Metal sheathing shall be dealt with, by allowing in full the cost of a weight equal to the gross weight of metal sheathing stripped off, minus the proceeds of the old metal. Nails, felt, and labour metalling are subject to a deduction of one third.

When a ship is fitted with propelling, electric or other machinery, or with wireless apparatus to be subject to the same deduction as in the case of iron or steel ships.

In the case of ships generally:—

In the case of all ships, the expense of straightening bent ironwork, including labour of taking out and replacing it, shall be allowed in full.

Graving dock dues, including expenses of removals, cartage, use of shears.

stages, and graving dock materials, shall be allowed in full.

Rule XIV.—Temporary Repairs.

Where temporary repairs are affected to a ship at a port of loading, call or refuge, for the common safety, or of damage caused by general average sacrifice the cost of such repairs shall be admitted as general average; but where temporary repairs of accidental damage are effected merely to enable the adventure to be completed, the cost of such repairs shall be admitted as general average only up to the saving in expense which would have been incurred and allowed in general average had such repairs not been effected there.

No deductions 'new for old' shall be made from the cost of temporary repairs allowable as general average.

Rule XV.—Loss of Freight.

Loss of freight arising from damage to or loss of cargo shall be made good as general average, either when caused by a general average act, or when the damage to or loss of cargo is so made good.

Deduction shall be made from the amount of gross freight lost of the charges which the owner thereof would have incurred to earn such freight, but has, in consequence of the sacrifice, not incurred.

**Rule XVI.**—Amount to be made good for Cargo Lost or Damaged by Sacrifice.

The amount to be made good as general average for damage to or loss of goods sacrificed shall be the loss which the owner of the goods has sustained thereby, based on the market values at the date of the arrival of the vessel or at the termination of the adventure where this ends at a place other than the original destination.

Where goods so damaged are sold after arrival, the loss to be made good in general average shall be calculated by applying to the sound value on the date of arrival of the vessel the percentage of loss resulting from a comparison of the proceeds with the sound value on date of sale.

**Rule XVII.**—Contributory Values.

The contribution to a general average shall be made upon the actual net values of the property at the termination of the adventure, to which values shall be added the amount made good as general average for property sacrificed, if not already included, deduction being made from the shipowner's freight and passage money at risk, of such charges and crew's wages as would not have been incurred in earning the freight had the ship and cargo been totally lost at the date of the general average act and have not been allowed as general average; deduction being also made from the value of the property of all charges incurred in respect thereof subsequently to the general average act, except such charges as are allowed in general average.

Passengers' luggage and personal effects not shipped under bill of lading shall not contribute in general average.

#### Rule XVIII. — Damage to Ship.

The amount to be allowed as general average for damage or loss to the ship, her machinery and/or gear when required or replaced shall be the actual reason-

able cost of repairing or replacing such damage or loss, deductions being made as above (Rule XIII.) when old material is replaced by new. When not repaired, the reasonable depreciation shall be allowed, not exceeding the estimated cost of repairs.

Where there is an actual or constructive total loss of the ship the amount to be allowed as general average for damage or loss to the ship caused by a general average not shall be the estimated sound value of the ship after deducting therefrom the estimated cost of repairing damage which is not general average and the proceeds of sale, if any.

**Rule XIX.—Undeclared or Wrongfully Declared Cargo.**

Damage or loss caused to goods loaded without the knowledge of the ship-owner or his agent or to goods willfully misdescribed at time of shipment shall not be allowed as general average, but such goods shall remain liable to contribute, if saved.

Damage or loss caused to goods which have been wrongfully declared on ship-

ment at a value which is lower than their real value shall be contributed for at the declare value, but such goods shall contribute upon their actual value.

**Rule XX. Expenses bearing up for Port, & c.**

Fuel and stores consumed, and wages and maintenance of master, officers and crew incurred, during the prolongation of the voyage occasioned by a ship entering a port or place of refuge or returning to her port or place of loading shall be admitted as general average when the expenses of entering such port or place are allowable in general average in accordance with Rule X. (a).

Fuel and stores consumed during extra detention in a port or place of loading, oil or refuge shall also be allowed in general average for the period during which wages and maintenance of master, officers and crew are allowed in terms of Rule XI, except such fuel and stores as are consumed in effecting repairs not allowable in general average.

**Rule XXI.—Provision of Funds.**

A commission of 2 per cent. on general average disbursements shall be allowed



in general average, but when the funds are not provided by any of the contributing interests, the necessary cost of obtaining the funds required by means of a bottomry bond or otherwise, or the loss sustained by owners of goods sold for the purpose, shall be allowed in general average.

The cost of insuring money advanced to pay for general average disbursements shall also be allowed in general average.

**Rule XXII.—Interest on Losses made good in General Average.**

Interest shall be allowed on expenditure, sacrifices and allowances charged to general average at the legal rate per annum prevailing at the final port of destination at which the adventure ends, or where there is no recognised legal rate, at the rate of 5 per cent. per annum, until the date of the general average statement, due allowance being made for any interim reimbursement from the contributory interests, or from the general average deposit fund.

**Rule XXIII.—Treatment of Cash Deposits.**

Where cash deposits have been collected in respect of cargo's liability for

general average, salvage or special charges, such deposits shall be paid into a special account, earning interest where possible, in the joint names of two trustees (one to be nominated on behalf of the shipowner and the other on behalf of the depositors) in a bank to be approved by such trustees. The sums so deposited, together with accrued interest, if any, shall be held as security for and upon trust for payment to the parties entitled thereto of the general average, salvage or special charges payable by the cargo in respect of which the deposits have been collected. The trustees shall have power to make payments on account or refunds of deposits which may be certified to in writing by the average adjuster. Such deposits and payments or refunds shall be without prejudice to the ultimate liability of the parties.



## 第五章 船舶碰撞

萬國航海避碰章程章共三十一條，爲世界各海商國家團體所共同遵守者。我國洋式船舶，因各港口規則之規定，亦一律遵守。該章程對於船舶航駛應守之規則詳爲訂定，其原本譯本，列舉于后。又于一九一二年世界海商國家，在布拉蘇 Brussels 所議訂之碰撞法律公約，其條文計十八條，亦爲船舶碰撞重要規則，爲各國海商團體所共同遵守者。對於碰撞責任之規定，尤爲詳明，其原本譯本，亦列舉于后。

船舶須依照章程航駛，非有必要情節，其舉動不得變更，或違反章程。倘船舶于無必要情節，而違反章程，因之發生碰撞時，該船舶應假定有相當過失。倘行動之船舶，與停泊之船舶，在白晝間碰撞，該行動之船舶，應假定有過失。凡駕駛船舶之人，未盡普通駕駛員相當技能謹慎及能力者，或違反航駛章程者，或因船舶本身缺殘而發生損害者，均認爲有過失。其負有過失之人或船舶，應負損害賠償之責。

船舶發生碰撞之原因及結果，不外下列四項情節。

(一) 碰撞係由不可抗力之原因所致者，彼此均不負責任，各蒙受損害方自己理楚。(二) 碰撞係由互撞船舶雙方過失所致者，應按其過失程度比例，互爲担負。(三) 碰撞係由蒙受損害船舶

之過失所致者，其損害應由本船舶負擔。(四)碰撞係由某一船舶單獨過失所致者，其損害應由負有過失之船舶賠償。

關於碰撞，係由于不可抗力之解釋，英國殊多判例，茲舉其最顯著者詳述于后，某一艘船駛入泰晤士河，忽遇重霧，立即以謹慎方法，預備將船舶下錨停泊，並竭力偵查附近有無船舶，不意忽將業已停泊之另一船舶碰撞，該停泊船舶，雖鳴警號，然以有原諒之原因，該某船舶亦未聽聞，是項碰撞，即謂不可抗力之結果。故凡駕駛員未違背章程，其船舶亦未有缺殘，縱業盡普通相當技能謹慎及能力，而仍未能避免碰撞者，似應歸責于不可抗力之原因。

倘互撞之船舶，均有過失時，其責任應互為賠償。茲假定甲乙兩船之過失，不能判定其輕重時，其損害應平均負擔。甲受損害為三千元，乙受損害為二千元，甲應向乙追索1500元，減去1000元之餘數，即五百元。蓋甲應賠償乙之一半，而乙亦賠償甲之一半，結數甲尚應找入五百元。我國海商法第一百十六條第一項，「碰撞之各船舶，有共同過失時，各依其過失程度之比例，負其責任，不能判定其過失之輕重時，雙方平均負其責任。」一九一一年碰撞統一公約，第四條第一項，「倘兩個以上船舶均有過失時，其責任應依其各個過失程度比例負擔，但依照當時情節，倘不能確定其過失程度時，或其過失似屬相等時，其責任應平均負擔。」

倘因碰撞積貨，蒙受損失時，積貨之所有人，得向過失負責之船舶要償。依照載貨證券之普通規

定，運送該項貨物之船舶，不負賠償責任，而一九二三年世界各國載貨證券統一會議第四節第二條丙項之議決，積貨所有人亦不得向本船舶要求損害賠償。但我國民法第六百四十九條定明，凡載貨證券上免責之記載，而未經託運人明示同意者，均不發生效力。故在我國現行法律之下，積貨所有人于未明示同意時，得向本運送船舶及碰撞對手方船舶雙方取償，責令其依照過失程度比例負擔。如船舶或積貨，保有海上保險時，保險人于結付保險金額後，得代位向失過負責方要求損害賠償。

船舶所有人之責任，亦有限制。

英國商船法第五百另二條及第五百另三條之規定。

英國商船法 一八九四年

第五〇二條

英國航海船舶或其一部份所有人，對於下列情節，倘非有實際過失或關係，不負賠償任何滅失或損失之責。

(甲) 如貨物商品，或其他載于船上之物件，因在船上火燒所蒙受之滅失或損失。

(乙) 如金、銀、鑽石、鐘表、珠寶、或貴重寶石，載于船上者，其真實性質價值，未經其所有人或託運人以載貨證券或書面向船舶所有人或船長聲明，因盜竊侵佔移去所蒙受之滅失或損失。

### 第五〇三條

第一項 船舶所有人無論英籍或外籍，如無實際過失或關係，對於下列事項之發生。

(甲) 對於船舶運送之旅客發生生命喪失或身體損害情事。

(乙) 對於船上裝載之貨物商品或其他物件發生損失滅失情事。

(丙) 因船舶駕駛不當，對於其他船舶之旅客所發生生命喪失或身體損害情事。

(丁) 因船舶駕駛不當，對於其他船舶或其他船上裝載之貨物商品或其他物件所發生損失滅

失情事。

所負之賠償責任不得超過下列數額。

(甲) 關於生命喪失或身體損害，無論其為單獨發生者，或與其他船舶貨物商品或其他物件之喪失滅失共同發生者，其數額不得超過船舶噸位，以每噸十五金鎊計算之總額。

(乙) 關於其他船舶貨物商品，或其他件之喪失或損失，無論另有生命喪失，或身體損害與否，其數額不得超過船舶噸位，以每噸八金鎊計算之總額。

英文原本列后

The Merchant Shipping Acts, 1894 to 1921.

603. The owner of a British sea-going ship, or any share therein shall not be liable to make good to any extent whatever any loss or damage happening without his actual fault or privity in the following cases, namely:—

(a) Where any goods, merchandise, or other things whatsoever taken in or put on board his ship are lost or damaged by reason of fire on board the ship; or

(b) Where any gold, silver, diamonds, watches, jewels, or precious stones taken in or put on board his ship, the true nature and value of which have not at the time of shipment been declared by the owner or shipper thereof to the owner or master of the ship in the bills of lading or otherwise in writing, are lost or damaged by reason of any robbery, embezzlement, making away with, or secreting thereof.

603. The owners of a ship, British or foreign, shall not, where all or any of the following occurrences take place without their actual fault or privity; (that is to say,)

(a) Where any loss of life or personal injury is caused to any person being carried in the ship;



(b) Where any damage or loss is caused to any goods, merchandise, or other things whatsoever on board the ship;

(c) Where any loss of life or personal injury is caused to any person carried in any other vessel by reason of the improper navigation of the ship;

(d) Where any loss or damage is caused to any other vessel, or to and goods, merchandise, or other things whatsoever on board any other vessel, by reason of the improper navigation of the ship;

be liable to damages beyond the following amounts; (that is to say.)

1. in respect of loss of life or personal injury, either alone or together with loss of or damage to vessels, goods, merchandise, or other things, an aggregate amount not exceeding fifteen pounds for each ton of their ship's tonnage; and
2. in respect of loss of, or damage to, vessels, goods, merchandise, or other things, whether there be in addition loss of life or personal injury or not, an aggregate amount not exceeding eight pounds for each ton of their ship's tonnage.

日本商法第五百四十四條，船舶之所有者，當于船長爲法定權限內之行爲，及船長或其他船員

行其職務，而致加損害于他人者，航海畢後，得將該船舶並運送貨及就其船舶所應有之損害賠償或報酬之請求權委于債權者，而免其責任。

德國商法第四百八十六條第一項第三款因船員過失所發生之損害賠償，船舶所有人個人對于第三者所負之責任，以船舶價值及運費為限。

我國海商法第二十三條之規定船舶所有人對左列事項所負責任，以本次航海之船舶價值運費及其他附屬費為限。

- 一 船長船員引水人或其他一切服務，于船舶之人員，因執行業務所加損害于第三人之賠償。
- 二 交付船長運送之貨物，或船上其他一切財產物品所受損害之賠償。
- 三 本于載貨證券所生之債務。
- 四 在履行契約中所犯航海過失之賠償。
- 五 船舶所加于海港倉庫及航路之工作物之損害所應修理之義務。
- 六 關於除去沉船漂流物之義務及其從屬之義務。
- 七 救助及撈救之報酬。
- 八 在共同海損中屬於船舶所有人應分擔之部分。
- 九 船長在船籍港外以其職權因保存船舶或繼續航海之實在需要所為行為或契約所生之

債務，而其需要非由發航時準備不足，船具缺陋，或設備疏忽而生者。

前項運費包括旅客票價在內。

第一項所稱附屬費指船舶因受損害應得之賠償。

## 國際航海避碰章程

一九一〇年本譯文係  
我國江海關譯定者

增訂航海避碰章程一千九百年各國業經頒行。

中華現奉

總稅務司轉奉

中華政府命令，再譯再印此項華洋合璧章程，頒行各口，俾中國行江行海洋式兵商船隻，一律奉行，其餘華式船隻，不在此例。

航海避碰章程（譯文）

凡例

以下章程，凡船在大洋及近海各道，爲出海船可以行駛之處，皆應遵守。

凡輪船揚帆而不展輪者，均作帆船論，凡船既展輪，則不論揚帆與否，均作輪船論。

輪船二字，指凡船用機器行者而言。

章程中謂船浮動者，指非下錨，非繫岸，非擱淺時而言。

又章程中有燈光可見若干里字樣，請當黑夜無月光無陰雲時可見而言。由是思之，如第二條之第五節內，所論加用號燈一層，亦有令人錯認之處。

### 第一條

號燈章程，無論何等天氣，總以日入爲始，日出爲止。各船均應遵用，其他燈足致誤認爲號燈者，概不准見露船外。

### 第二條 輪船浮動時應用號燈（共五節）

#### 第一節

于頭桅前面或傍桅，或在桅以前，掛白光明燈一盞（名曰桅燈）如船無頭桅，即掛在船頭，其所掛處，高距船身上須在二丈以上（從英國尺寸下做此）如船闊逾二丈者，則高距船身上不得少過船闊尺數。（譬如船闊三丈，則燈高距船身須在三丈以上是也）惟船有闊逾四丈者，則高距船身，不必逾四丈之數。所造燈式，務使其光常明，不斷射照地平圓八分之五合羅經十字。（即二百二十五度）安置之法，務使其光分照船之左右兩邊，各合羅經十字之廣。（即一百十二度三十分）其兩邊之十字，係由船頭正線起，至左右船腰偏後二字止，燈光所照，當令距五海里以外見可。

#### 第二節

船之右邊，設綠燈一盞，所造燈式，務使其光常明，不斷射照地平圓十六分之五合羅經十字，（即一百十二度三十分）安置之法，務使其光由船頭正線起，至船腰右邊正線偏後二字止，燈光所照，當令距二海里以外可見。

### 第三節

船之左邊，設紅燈一盞，所造燈式，務使其光常明，不斷射照地平圓十六分之五合羅經十字，（即一百十二度三十分）安置之法，務使其光由船頭正線起，至船腰左邊正線偏後二字止，燈光所照，當令距二海里以外可見。

### 第四節

紅綠二燈（名曰邊燈）之背，應各配矩式套一具，套長自燈火處起，而向船頭，至短須三尺，以阻燈光斜射船頭。

### 第五節

輪船浮動時，可加用白燈一盞，式燈與第一節桅燈同。此燈與桅燈之位置，須與船身龍骨之行比正。二燈上下相距，至少須一丈五尺，其下燈應設在上燈前，兩燈前後相距尺數，當多于上下相距之尺數。（如二燈上下相距二丈則前後距離應逾二丈）

### 第三條

凡輪船拖帶他船而行者，除應用邊燈外，尚須直掛白光明燈二盞，上下相距，不得少過六尺，若拖帶不止一船，自其本船尾起，至被拖末船船尾止，長逾六十丈者，則應加用白光明燈一盞，懸于二燈六尺以上，或六尺以下均可。所造燈式及安置處，須與第二條第一節之桅燈同，惟加用之一燈，高距船身，在一丈四尺以上亦可。

輪船拖帶他船時，可另設小白燈一盞，掛烟筒後或尾桅後，以便被拖之船，憑以轉舵，然不得使其燈光，照過船腰左右正線以前。

#### 第四條（共四節）

##### 第一節

凡船遇故（如輪壞、桅折、舵壞等類）不能駕駛者，應于船上最易見之處，直懸圓照紅燈二盞，高與桅燈齊，倘係輪船，即以此燈代桅燈，二燈上下相距，不得少過六尺，燈光所照，當令距二海里以外可見，日間則于船上最易見之處，相連直懸黑球兩個，或形似球者亦可，徑大二尺，其上下相距，亦不得少過六尺。

##### 第二節

修理電線及安放電線之船，應于桅燈處，（見第一條第一節）直懸圓照明燈三盞，若係輪船，即以此燈代桅燈，每燈相距不得少過六尺，上下，兩燈用紅色，中間一燈，用白色。燈光所照，當令距二海里

以外可見，日間應于船上最易見之處，相連直懸物三件爲號，其物徑大至小須二尺上下，二件球形紅色，中間一件斜方◇形，白色，每件相距，亦不得少過六尺。

### 第三節

此條內所列各項船隻，未行動時，不得設邊燈，如既行動，則須設邊燈。

### 第四節

此條所用號燈號物，欲使他船見之，卽知示號之船，係不能駕駛，故不能讓路，非遇險求援之號也。其遇險求援之號，詳第三十一條。

### 第五條

帆船浮動時，及船之被拖而行者，應照第二條輪船之例，遵用邊燈，惟其中所載白燈（卽桅燈）永不准用。

### 第六條

小船浮動時，值風浪狂大，不能安置邊燈者，應將邊燈點明備用，如遇與他船相近，須及時以紅綠燈向本船左右分示之，以免碰撞，俟出險後，始可將邊燈收入。燈外示時，務使其光愈顯愈好，然綠光不得見于船左，紅光不得見于船右，倘能將邊燈穩執不動，無使燈光偶見于船腰左右正線偏後二字以外，更爲妥善。

欲使該邊燈便于取用，而不至錯誤，應將燈之外罩，油以紅綠，與燈光同色，並須配全炬式燈套。

### 第七條（共四節）

輪船重數，在四十噸以下，及槳船帆船，重數在二十噸以下者，（重數者指船身及載重之數而言）浮動時不必強其照第二條之例，備用號燈，若該船既不用第二條號燈，則當照以下號燈選用。

#### 第一節

一輪船重數在四十噸以下者，應于船頭最易見之處，或在烟筒前或傍，在烟筒懸白光明燈一盞，高距船面，不得少過九尺，所造燈式及安置之法，應與第二條第一節同。燈光所距，當令距二海里以外可見一邊，燈之式及安置之法，亦與第二條第二三節同。燈光所照，當令距一海里以外可見，或用紅綠二燈，並成爲一者亦可。（曰合色燈）務使綠光由船頭正線照起，至右邊船腰正線偏後二字止。紅光由船頭正線照起，至左邊船腰正線偏後二字止，此須掛燈于白燈不少逾三尺之下。

#### 第二節

行海船上載用之小輪船，所掛白燈，高距船面，可以不及九尺，然必須掛在合色燈之上。（見本條第一節次段）

#### 第三節

凡船重數在二十噸以下，或使槳或使帆行駛者，應備便一燈，右邊配綠玻璃，左邊配紅玻璃。（名



日雙邊燈) 遇與他船相近時，卽以此燈示之，以免碰撞，俟出險後，始可將該燈收入，燈外示時，綠光不得見于船左，紅光不得見于船右。

#### 第四節

漿船或使漿或使帆，應備便白光燈一盞。遇與他船相近時，卽以此燈示之，以免碰撞。

此條內所列各項船隻，不必強其照第四條首節，及第十一條末段之例，備用號燈。

#### 第八條

一引水船，在界內行駛，覓人招僱時，(外國各港口皆有引水船分界引水不得僭越凡船欲進港須先示號覓僱引水其無引水而擅行進口者罰金至充引水者須先經官考驗果熟港道始給憑據准其充作引水人) 不得用他船所用號燈，惟於桅頂懸圓照白燈一盞，每十五分鐘加點火號一次，不得逾延。

一引水船與他船相近時，應將邊燈點明備用，按時閃照，以示其船頭所向何方，然綠光不得見於船左，紅光不得見於船右。

一引水船，如須駛傍他船以渡引水人過船者，可手執白燈外示不必懸於桅頂，亦不必循以上條例，用紅綠燈，可另備雙邊燈(見第七條第三節)一盞點明，以便應用。

一凡引水輪船，係專爲引水人領有管理引水事務之長官或董事所給字據者之用，當未拋錨電

人招僱時，除凡各引水船應懸之燈外，應在桅杆白光燈下，相距約有八尺，另懸紅光燈一個，平時夜間周圍，應照二海里以外，該船仍照他船行駛，兩旁常點之紅綠兩燈，亦應照點。

一已拋錨之引水輪船，覓人招僱時，除各引水船隻應懸之燈外，當在桅上，另懸四面紅光燈一盞，惟不點兩旁之紅綠兩燈。

一引水船不覓人招僱時，應照他船之例，按該船噸數，遵用所定號燈。

#### 第九條（中國及暹羅漁船不在此條之例共十節）

漁船浮動時，而不捕魚，不須照本條之例，備用號燈者，應照該船噸數，遵用所定號燈。

#### 第一節

露艙小船，（指船上無相連不斷之艙板以防禦海水衝入者）當夜間捕魚時，所用器具，自船伸至十五丈以內，應懸四面白光燈一盞。

露艙小船，當夜間捕魚時，所用器具，自船伸至十五丈以外，除應懸四面白光燈外，如遇逼近他船，或他船駛近時，應於上燈之下，上下相距三尺以外，前後相距五尺以外，於安置器具之方向，加懸白光燈一盞。

#### 第二節

漁船（除第一節所載之露艙小船外）當下網隨流網魚時，無論漁網全數或一分子，漂在水中，

須於船上最易見之處，懸圓照白光燈兩盞，兩燈上下，相距當在六尺以外，一丈五尺以內，前後相距，（與船身龍骨平行算非從斜算）當在五尺以外，一丈以內，下燈應懸在安置漁網之方向，燈光所照，當令距三海里以外可見。

地中海及日本高麗交界各海面以內，捕魚帆船重數二十噸以內者，下燈不必強其照設，惟既不設此項號燈，如遇與他船相近時，須於安置捕魚器具之方向，懸白光燈一盞，燈光所照，當令距一海里以外可見。

荷國漁船，當下釣時，應照隨流下網漁船之例，備用號燈。俄船在俄國交界海面，除波羅的海外，亦照此例。

### 第三節

漁船（除第一節所載之露艙小船外）當下釣時，無論釣繩繫定或扯回，但未下網或不能行動，如第八節所載者，應照隨流下網漁船例，備用號燈，當釣繩拋出，或隨船拖動者，其應設號燈，悉照輪船及帆船浮動時辦理。

地中海及日本高麗交界各海面以內，捕魚帆船，重數二十噸以內者，下燈不必強其照設，惟既不設此項號燈，如遇與他船相近時，當於下釣方向，懸白光燈一盞，燈光所照，當令距一海里以外可見。

俄船在俄國交界海面，除波羅的海外，亦照此例。

以下兩節所云之地中海，乃合黑海及其附近相連屬之內海而言。

#### 第四節

漁船當打撈時。(指漁船用鈎叉網器打撈海底螺蚌之類)

一輪船打撈時，應於桅燈處，(見第二條第一節)挂白綠紅三色燈一盞，所造燈式及安置之法，務使白光由船頭正線起，照至左右各二字止，其紅綠二光，由船頭正線偏左偏右各二字起，照至船腰左右正線偏後各二字止，復於三色燈之下，相距以六尺以外，一丈二尺以內，挂圓照白光常明燈一盞，一帆船打撈時，應懸圓照白光常明燈一盞，如遇與他船相近，當及時於船上最易見之處，燃白色火號或火把，必示彼船得知為要，以免碰撞。

本節所列各種號燈，其光當令距二海里以外可見。

#### 第五節

凡用爬網取鱉及漁船用爬網捕魚者，應照打撈漁船之例，遵用所定號燈。

#### 第六節

所有漁船，除照本條定例備用號燈外，可隨時加燃火號，或操作時應用之燈。

#### 第七節

凡漁船長十五丈以內，下鐘後應懸四面白光燈一盞，燈光所照，當令距一海里以外可見。

凡漁船長十五丈以外，下錨後應懸四面白光燈一盞，燈光所照，當令距一海里以外可見，此外當照第十一條之例，按該船尺數，另懸號燈一盞。

凡漁船無論長十五丈以內，或十五丈以外，當安置捕魚器具時，如遇與他船相近，應於錨燈之下，上下相距三尺以外，前後相距五尺以外，按安置捕魚器具方向，加懸白光燈一盞。

#### 第八節

凡漁船因捕魚器具，為水中礁石等物牽挂，不能轉動者，日間應將第十節所定日間標號撤去，夜間應照下錨後之例，備用號燈，如值陰霧霧雪大風雨時，則照用下錨後用應之霧號。（查照第十五條第四節及未段）

#### 第九節

各項漁船，重數二十噸以上者，於下網下釣及用各式打撈器具時，值陰霧霧雪大風雨天氣，應按時鳴霧號一聲，（每次不得逾一分鐘之久）接續搖鐘一次，其所鳴霧號，帆船用角，輪船用汽管或汽雷，漁船重數在二十噸以內者，不必強其照用，上列各號，惟既不用，此項霧號，每一分鐘內，須放他種響亮號聲一次。

#### 第十節

漁船浮動捕魚時，無論用網用鉤，或用他種打撈器具，如與他船相近，日間應于船上最易見之處，

鑿蓋一具，或他物可爲標號者示之，使知有網鉤等類在水，當下錨後，而器具尙在水中者，如遇他船駛近時，須懸挂前例之標號，以示該路並無阻礙之處。

各項船隻，列在本條內，遵用上列各種號燈者，可不必強其照備第四條第一節及第十一條末段所定號燈。

#### 第十條

凡船將被他船趕上者，（謂後船行駛快于前船）應于船尾，示一白光或火號，以警趕來之船。此種白光用燈亦可，惟所造燈式，及安置與配套之法，務使其光常明，不斷照地平圓八分之三合羅經十二字，（即一百三十五度）由船尾正線起，照至船腰左右正線偏後各二字止，（即兩邊各六十七度三十分）燈光所照，當令距一海里以外可見，掛燈處高與邊燈齊。

#### 第十一條

一凡船長十五丈以內者，下錨後應于船頭最易見之處，懸圓照白燈一盞，（名曰錨燈）高距船身，不得逾二丈，所造燈式，務使其光常明不斷，周圍四照，當令距一海里以外可見。

一凡船長十五丈以上者，下錨後應于船頭懸錨燈一盞，高距船身，自二丈至四丈均可，再于船尾或近船尾處，亦懸一燈，（與錨燈同）此燈掛處，低于前燈，須在一丈五尺以外。

一船長尺數，應照船牌中所載尺數，以爲定準。

一凡船擱淺于港道或近港道，而爲船所必經之路者，照此條例，按船長尺數，懸鑄燈外，尙須懸紅燈兩盞。（見第四條第一節）

#### 第十二條

凡船隻欲警覺他船，除照例選用號燈外，可加用火號或爆響之號，而不致誤認爲遇險之號者均可。

#### 第十三條

兵船成軍而行，及護商兵船行駛時，不免加用號燈，藉以指示進退行止。

凡各國自有另章者，自不能爲航海公法所阻，卽商船各公司定有暗號，藉以互相辨識者，既經本國准行刊刻通報，亦不能爲航海公法所阻。

#### 第十四條

輪船有時獨用風帆駛行，而烟筒未經放下，及不能放下者，日間應于船頭最易見之處，懸黑球一個，或形之似球者，徑大二尺。（凡例云輪船揚帆而不展輪者，則作帆船論。第二十條云輪船遇帆船，則輪船當避讓時，有輪船獨用風帆駛行，而烟筒未經放下者，夜間照例，不懸桅燈，固易辨識，若日間值造飯蒸水時，烟不免自筒內上升，他船見之，或誤認爲此船係輪帆兼用者，一以輪船之例待之，一守帆船之例，均不避路，難免無碰撞之虞，所增此條，使輪帆各船，一望而知，毫無難辨，獲益匪淺。）

第十五條（此條所定霧號凡船浮動時皆須照章遵用）

若係輪船，則用汽管汽雷，若係帆船，及船被拖而行者，則用角，條中所謂長聲者，指聲長自四秒至六秒之久。

輪船應配響亮汽管或汽雷一具，用湯汽或他種氣放響，其安置之處，不可有他物阻抑其聲音，並須配響亮號角一具，用機器放響，響亮號鐘一口。（凡有用鐘之處，屬土耳其國之船，可以鼓代鐘。各處出海小船，多有用鑼者，亦可以鑼代鐘。）

帆船重數二十噸以上者，應配響亮號角一具，號鐘一口。

凡遇陰霧霧雪大風雨時，無論晝夜，以下所列霧號，皆應分別遵用。

### 第一節

輪船在水能進退時，每二分鐘時，應放長聲一響。

### 第二節

輪船浮動，仍停止而無進退者，每二分鐘時，應放長聲二響，二響相間，約一秒鐘。

### 第三節

帆船浮動時，每一分鐘時，應吹角為號，得船右之風而駛者，吹一聲，得船左之風而駛者，連吹二聲。如風自船腰之後而來，得順風而駛者，則連吹三聲。



#### 第四節

船隻下錨後，每間一分鐘，即搖鐘一次，連聲速搖，每次約五秒鐘之久。

#### 第五節

拖帶他船者，及安放撈起電線之船，暨浮動後遇故而不能避來船之路，或不能照章駕駛者，不得用本條第一第三兩節之號，應每二分鐘時，連放霧號三響，先放長聲一響，即繼以短聲二響，被拖之船，亦可作此號，但不准用他號。

帆船及小船，重在二十噸以下者，不必強其照用以上各號，惟該船既不用以上各號，則當每一分鐘時，用他種響亮號音示警。

荷國引水輪船，當覓人招僱時，凡值陰霧雪大風雨天氣，每二分鐘應先放長聲汽雷一響，過一秒鐘放長聲汽雷一響，再過一秒鐘復放長聲汽雷一響，當不覓人招僱時，仍照他項輪船之例，備用號聲。

#### 第十六條

凡值陰霧雪大風雨之天，船行均應隨勢酌情，減其速率，從緩而進，並須格外小心，以防意外之虞。

凡輪船聞來船霧號，其聲自本船船腰前向而來，莫能確辨其處者，斯時無他故阻礙，應即停輪審

察，然後再行展輪，小心行駛，以避碰撞之險。

轉舵轉帆章程（第十七條至第二十七條）

欲知有無碰撞之險，其時如無他故阻礙，可於本船上以羅經細測來船行駛方向，若來船之向對本船，羅經度數，歷久不變，則須防有碰撞之險。

### 第十七條

凡兩帆船相近時，欲避碰撞之險，其一須按後列五節讓路。（例共五節）

#### 第一節

得順風旁風船，應避逆風者之路。

#### 第二節

兩船皆逆風折行，則得船左之風而駛者，應避得船右之風而駛者之路。

#### 第三節

兩船均得旁風駛行，而迎風之向不同，（一自船在一自船左）則得船左之風而駛者，應避得船右之風而駛者之路。

#### 第四節

兩船均得旁風駛行，而迎風之向亦同，其在上風之船，應避在下風者之船。

## 第五節

凡順風之船，（即風自船後來）總當引避他船。

### 第十八條

兩輪船對遇，或幾於對遇，應各改向轉右，彼船由此船左邊駛過，以避碰撞之險，此條專指兩船對遇，或幾於對遇而言，藉以免碰撞之險，非指兩船相遇時，仍得各守原向駛行，而無窒礙者而言也。何謂對遇，或幾於對遇，如日間見來船前後桅，與本船之桅成爲一行，或將成一行，夜間於船頭各見彼此兩邊之邊燈是也。凡此皆在此條之例，若日間見來船由本船前面橫駛而過，夜間見來船之綠燈與本船之綠燈相對，或來船之紅燈與本船之紅燈相對，或僅見綠燈而不見紅燈，或僅見紅燈而不見綠燈，或來船紅綠二燈並見於他向，而非在本船之前者，凡此皆不在此條之例。

### 第十九條

兩輪船縱橫相遇，見來船在本船之右者，則本船應避來船之路，以免碰撞之險。（甲乙兩船縱橫相遇，如甲在乙右邊，則乙當避甲。）

### 第二十條

輪船遇帆船，則輪船應避帆船之路，以免碰撞之險。

### 第二十一條

凡兩船相遇，彼船既照章讓路，則此船不得變易原向，亦不得加減速率而行，惟若因下霧或別故，兩船相見甚近之際，應讓路之彼船，不能獨承免碰之責，則此船亦應隨機設法，以免碰撞。（按以下二十七二十九條辦理。）

### 第二十二條

凡船須照章讓路者，如無他故阻礙，不得向所避之船前面橫駛而過。（如甲當避乙之路，則甲不得向乙船頭駛過。）

### 第二十三條

凡輪船須照讓路章者，與來船逼近時，須隨機應變，應緩進則當緩進，應停輪則當停輪，應退輪則當退輪。（如甲應讓乙之路，而值與乙逼近，甲當相機緩進，或停止或退行。）

### 第二十四條

以上所定章程，（指自第十七條起，）無論何項，凡此船趕過彼船者，則此船應避彼船之路，（甲行快而乙行緩，甲從乙後趕過其前，則甲當避乙之路，）凡船由前船船腰正線偏後二字之後駛進者，（處此部位夜間自不見前船邊燈，）皆作趕駛船論。縱彼此兩船，偶有改易船向，按章而論，不得易視趕駛船為橫駛船，而免其讓路之責。迨已駛過，被趕船，始得自由其便，此趕駛船日間有時不能確知本船或在前船船腰偏後二字之前，或在後船船腰偏後二字之後，（若則前船船腰偏後二字以前則作

橫駛船論若在前船船腰偏後二字以後則作趕駛船論（倘疑惑莫決，則當自視爲趕駛船，而不得辭讓路之責也。

### 第二十五條

凡輪船過狹窄港口時，值穩便而無窒礙，應傍船右之港口邊行駛。（出入港者傍船右邊而行。）

### 第二十六條

帆船遇駛帆漁船捕魚時，無論用網用鉤，或用他種器具打撈者，均應避此漁船之路，然該漁船不得藉此條之例，阻塞他船往來所必由之路。

### 第二十七條

以上各條章程（指自第十七條起）均應謹記遵行，而不可違，然遇船行臨危時，有相碰之險，以及變生倉猝之際，致不得已，臨機應變，則可暫時違例，藉救目前之急。

### 第二十八條（船相見時所用號聲）

本條內所謂短聲者，指聲響約一秒鐘之久。

輪船浮動時，見有他船在望，其須照章改向之船，應將所改之向，用汽管汽或雷作號，通知在望之船，所定之號列左。

放短聲一響，謂本船現已改向轉右。

放短聲二響，謂本船現已改向轉左。

放短聲三響，謂本船現已倒輪快退。

### 第二十九條（行船以小心爲主）

所有章程，無論何項船隻船東船主，以及水手等，如於應設之號燈，或廢而不設，當用之標號，或廢而不用，當司更瞭望而不瞭望，按駕駛之常法，或特出之情形，當留心應變者，而疎忽不留心應變，均不得辭其咎。

### 第三十條（各國港口內河等處自定另章）

各國港口內河等處，如經本國另有行船章程，自不能爲航海公法所拘。（各國港道內河內海形勢各異，故多有自定另章，與航海公法不無異同，如本國定有另章，當即刊刻通報各國，俾各國船隻，到該地方時，知所遵行。）

### 第三十一條（遇險之號）

凡船隻遇險，欲求他船或岸上施救者，應照以下所列之號，或兼用或分用均可。

日間之號

一、每約一分鐘之久，放炮一響，或用他項爆號。

一、用萬國通語旗書中遇險旗號，懸掛 N C 旗二面。

一 示遠標號，懸掛方旗一面，不拘在旗之上下，加掛一球，或形之似球者亦可。

一 連放霧號不停。

夜間之號

一 每約一分鐘之久，放炮一響，或用他項爆號。

一 在船上燃火（如燒油桶等類以爲火號）。

一 不時放一火箭或火球，炸放各式各色火星者。

一 連放霧號不停。

行船避碰要訣（譯英商部長格雷詩句）

一 兩輪相遇

眼前遇有來船，綠紅兩燈俱見，必須轉舵右行，自露紅燈一面。

二 兩輪一來一去

兩船綠燈對照，或係紅對紅燈，自然全無危險，不妨直往前行。

三 兩輪縱橫遇相（最爲危險須格外留神）

甲 來船紅燈一現，在我輪船右邊，應守船船通例，讓路勿阻來船。

或左或左或退，抑或停輪不前，預先決定行止，方盡舵工職權。

乙 如在我船左邊，望見來船橫渡，認明確是綠燈，在他右邊無誤。  
不必更改航程，順勢直行如故，他乃綠燈輪船，應避我船去路。

四 行船須留神看望

無論我船須當，抑或尙有懷疑，必須時常看望，以免事到臨危。  
倘遇危地位無，無處轉向之時，或緩或停或退，更當處置合宜。

英文原本附后

#### PREFATORY NOTE.

The following English text of the "Regulations for Preventing Collisions at Sea," 1910 issue, which are now internationally operative, is, together with a Chinese translation thereof, published by order of the Chinese Government for general information and for the guidance of all concerned.

It should be noted that their acceptance by China refers only to Chinese vessels of foreign type, and that Chinese vessels of native type do not come under their operation.



CECIL A. V. BOWRA,

Chief Secretary.

Inspectorate General of Customs,

Peking, April 1912.

## REGULATIONS FOR PREVENTING COLLISIONS AT SEA.

### Preliminary.

These Rules shall be followed by all vessels upon the high seas and in all waters connected therewith, navigable by sea-going vessels.

In the following Rules every steam-vessel which is under sail and not under steam is to be considered a sailing vessel, and every vessel under steam, whether under sail or not, is to be considered a steam-vessel.

The word "steam-vessel" shall include any vessel propelled by machinery.

A vessel is "under way," within the meaning of these Rules, when she is not at anchor, or made fast to the shore or aground.

Rules concerning Lights, etc.

The word "visible" in these Rules, when applied to lights, shall mean visible on a dark night with a clear atmosphere.

Article, 1.—The Rules concerning lights shall be complied with in all weathers from sunset to sunrise, and during such time no other lights which may be mistaken for the prescribed lights shall be exhibited.

Art. 2.—A steam-vessel when under way shall carry—

(a.) On or in front of the fore-mast, or if a vessel without a fore-mast then in the fore part of the vessel, at a height above the hull of not less than 20 feet, and if the breadth of the vessel exceeds 20 feet, then at a height above the hull not less than such breadth, so, however, that the light need not be carried at a greater height above the hull than 40 feet, a bright white light, so constructed as to show an unbroken light over an arc of the horizon of 2° points of the compass, so fixed as to throw the light 10 points on each side of the vessel, viz, from right ahead to 2 points abaft the beam on either side, and of such a character as to be visible

at a distance of at least 5 miles,

(b.) On the starboard side a green light, so constructed as to show an unbroken light over an arc of the horizon of 10 points of the compass, so fixed as to throw the light from right ahead to 2 points abaft the beam on the starboard side, and of such a character as to be visible at a distance of at least 2 miles,

(c.) On the port side a red light, so constructed as to show an unbroken light over an arc of the horizon of 10 points of the compass, so fixed as to throw the light from right ahead to 2 points abaft the beam on the port side, and of such a character as to be visible at a distance of at least 2 miles.

(d.) The said green and red side lights shall be fitted with in board screens projecting at least 3 feet forward from the light, so as to prevent these lights from being seen across the bow.

(e.) A steam-vessel when under way may carry an additional white light similar in construction to the light mentioned in subdivision (a.). These two lights shall be so placed in line with the keel that one shall be at least 15 feet higher than

the other, and in such a position with reference to each other that the lower light shall be forward of the upper one: The vertical distance between these lights shall be less than the horizontal distance.

Art. 3.—A steam-vessel when towing another vessel shall, in addition to her side lights, carry two bright white lights in a vertical line one over the other, not less than 6 feet apart, and when towing more than one vessel shall carry an additional bright white light 6 feet above or below such lights, if the length of the tow, measuring from the stern of the towing vessel to the stern of the last vessel towed, exceeds 600 feet. Each of these lights shall be of the same construction and character, and shall be carried in the same position as the white light mentioned in Article 2, (3,) except the additional light, which may be carried at a height of not less than 14 feet above the hull.

Such steam-vessel may carry a small white light abaft the funnel or after-mast for the vessel towed to steer by, but such light shall not be visible forward of the beam.

Art. 4.--(a.) A vessel which from any accident is not under command shall carry at the same height as the white light mentioned in Article 2, (a.) where they can best be seen, and if a steam vessel, in lieu of that light, two red lights, in a vertical line one over the other, not less than 6 feet apart, and of such a character as to be visible all round the horizon at a distance of at least 2 miles; and shall by day carry in a vertical line one over the other, not less than 6 feet apart, where they can best be seen, two black balls or shapes, each 2 feet in diameter.

(b.) A vessel employed in laying or in picking up a telegraph cable shall carry in the same position as the white light mentioned in Article 2, (a.), and if a steam-vessel, in lieu of that light three lights, in a vertical line one over the other, not less than 6 feet apart, The highest and lowest of these lights shall be red, and the middle light shall be white, and they shall be of such a character as to be visible all round the horizon at a distance of at least 2 miles. By day she shall carry in a vertical line one over the other, not less than 6 feet apart where they can best be seen, three shapes not less than 2 feet in diameter, of which the highest

and lowest shall be globular in shape and red in colour, and the middle one diamond in shape and white.

(c.) The vessels referred to in this Article, when not making way through the water, shall not carry the side lights, but when making way shall carry them.

(d.) The lights and shapes required to be shown by this Article are to be taken by other vessels as signals that the vessel showing them is not under command and cannot therefore get out of the way.

These signals are not signals of vessels in distress and requiring assistance. Such signals are contained in Article 31.

Art. 5.—A sailing-vessel under way, and any vessel being towed, shall carry the same lights as are prescribed by Article 2 for a steam-vessel under way, with the exception of the white lights mentioned therein, which they shall never carry.

Art. 6.—Whenever, as in the case of small vessels under way during bad weather, the green and red side lights cannot be fixed, these lights shall be kept at hand, lighted and ready for use, and shall, on the approach of or to other vessels, be

exhibited on their respective sides in sufficient time to prevent collision, in such manner as to make them most visible, and so that the green light shall not be seen on the port side nor the red light on the starboard side, nor, if practicable, more than 2 points abaft the beam on their respective sides.

To make the use of these portable lights more certain and easy the lanterns containing them shall each be painted outside with the colour of the light they respectively contain, and shall be provided with proper screens,

Art. 7.—Steam-vessels of less than 40, and vessels under oars or sails of less than 20, tons gross tonnage respectively, and rowing-boats when under way, shall not be obliged to carry the lights mentioned in Article 2, (a.), (b.), and (c.), but if they do not carry them they shall be provided with the following lights:—

(1.) Steam-vessels of less than 40 tons shall carry—

(a.) In the fore part of the vessel, or on or in front of the funnel, where it can best be seen, and at a height above the gunwale of not less than 9 feet, a bright white light constructed and fixed as prescribed in Article 2, (a.), and of such a

character as to be visible at a distance of at least 2 miles.

(b.) Green and red side lights constructed and fixed as prescribed in Article 2, (b.) and (c.) and of such a character as to be visible at a distance of at least 1 mile, or a combined lantern showing a green light and a red light from right ahead to 2 points abaft the beam on their respective sides. Such lantern shall be carried not less than 3 feet below the white light.

(2) Small steam-boats, such as are carried by sea-going vessels, may carry the white light at a less height than 9 feet above the gunwale, but it shall be carried above the combined lantern, mentioned in subdivision (1.) (b.).

(3) Vessels under oars or sails, of less than 20 tons, shall have ready at hand a lantern with a green glass on one side and a red glass on the other, which, on the approach of or to other vessels, shall be exhibited in sufficient time to prevent collision so that the green light shall not be seen on the port side nor the red light on the starboard side;

(4) Rowing-boats, whether under oars or sail, shall have ready at hand a lantern



showing a white light, which shall be temporarily exhibited in sufficient time to prevent collision.

The vessels referred to in this Article shall not be obliged to carry the lights prescribed by Article 4, (a.), and Article 11, last paragraph.

Art 8.—Pilot-vessels, when engaged on their station on pilotage duty shall not show the lights required for other vessels, but shall carry a white light at the masthead, visible all round the horizon, and shall also exhibit a flare-up light or flare-up lights at short intervals, which shall never exceed 15, minutes.

On the near approach of or to other vessels they shall have their side lights lighted, ready for use, and shall flash or show them at short intervals, to indicate the direction in which they are heading, but the green light shall not be shown on the port side, nor the red light on the starboard side.

A pilot-vessel of such a class as to be obliged to go alongside of a vessel to put a pilot on board may show the white light instead of carrying it at the masthead, and may, instead of the coloured lights above mentioned, have at hand, ready for

use, a lantern with a green glass on the one side and a red glass on the other, to be used as prescribed above.

A steam pilot-vessel exclusively employed for the service of pilots licensed or certified by any pilotage authority or the committee of any pilotage district when engaged on her station on pilotage duty and not at anchor, shall in addition to the lights required for all pilot-boats carry, at a distance of 8 feet below her white masthead light, a red light visible all round the horizon, and of such a character as to be visible on a dark night with a clear atmosphere at a distance of at least 2 miles, and also the coloured side lights required to be carried by vessels when under way.

When engaged on her station on pilotage duty and at anchor she shall carry, in addition to the lights required for all pilot-boats, the red light above mentioned, but not the coloured side lights.

Pilot-vessels when not engaged on their station on pilotage duty shall carry lights similar to those of other vessels of their tonnage.

Art. 9.—Fishing-vessels and fishing-boats, when under way and when not required by this Article to carry or show the lights herein-after specified, shall carry or show the lights prescribed for vessels of their tonnage under way. (This Article not apply to Chinese or Siamese vessels.)

(a.) Open boats, by which it is to be understood boats not protected from the entry of sea water by means of a continuous deck, when engaged in any fishing at night with outlying tackle extending not more than 150 feet horizontally from the boat into the sea-way, shall carry one all round white light

Open boats, when fishing at night, with outlying tackle extending more than 150 feet horizontally from the boat into the sea-way, shall carry one all round white light, and in addition, on approaching or being approached by other vessels, shall show a second white light at least 3 feet below the first light and at a horizontal distance of at least 5 feet away from it in the direction in which the outlying tackle is attached.

(b.) Vessels and boats, except open boats as defined in subdivision (a.), when fishing

with drift, nets, shall, so long as the nets are wholly or partly in the water, carry two white lights where they can best be seen. Such lights shall be placed so that the vertical distance between them shall be not less than 6 feet and not more than 15 feet, and so that the horizontal distance between them, measured in a line with the keel, shall be not less than 5 feet and not more than 10 feet. The lower of these two lights shall be in the direction of the nets, and both of them shall be of such a character as to show all round the horizon, and to be visible at a distance of not less than 3 miles.

Within the Mediterranean Sea and the seas bordering the coast of Japan and Korea sailing fishing-vessels of less than 20 tons gross tonnage shall not be obliged to carry the lower of these two lights; should they, however, not carry it, they shall show in the same position (in the direction of the net or gear) a white light, visible at a distance of not less than 1 sea mile, on the approach of or to other vessels.

Dutch vessels and boats when engaged in the "kol," or handline fishing, will

carry the lights prescribed for vessels fishing with drift-nets,

Also as regards Russian vessels, in the seas (excluding the Baltic) bordering the coasts of Russia,

(c.) Vessels and boats, except open boats as defined in subdivision (a.), when line fishing with their lines out and attached, to or hauling their lines and when not at anchor or stationary within the meaning of subdivision (b) shall carry the same lights as vessels fishing with drift-nets. When shooting lines, or fishing with towing lines, they shall carry the lights prescribed for a steam or sailing vessel under way respectively.

Within the Mediterranean Sea and in the seas bordering the coasts of Japan and Korea sailing fishing-vessels of less than 20 tons gross tonnage shall not be obliged to carry the lower of these two lights; should they, however, not carry it, they shall show in the same position (in the direction of the lines) a white light, visible at a distance of not less than 1 sea mile, on the approach of or to other vessels.

(The expression "Mediterranean Sea," contained in subdivisions (b.) and (c.)

of this Article, includes the Black Sea and the other adjacent inland seas in communication with it.)

(Also, as regards Russian vessels, in the seas (excluding the Baltic) bordering the coasts of Russia.)

(d.) Vessels when engaged in trawling, by which is meant the dragging of an apparatus along the bottom of the sea,-----

(1.) If steam-vessels, shall carry in the same position as the white light mentioned in Article 2, (a.); a tricoloured lantern, so constructed and fixed as to show a white light from right ahead to 2 points on each bow and a green light and a red light over an arc of the horizon from 2 points on each bow to 2 points abaft the beam on the starboard and port sides respectively, and not less than 6 nor more than 12 feet below the tricoloured lantern a white light in a lantern, so constructed as to show a clear uniform and unbroken light all round the horizon,

(2.) If sailing-vessels, shall carry a white light in a lantern, so constructed as to show a clear, uniform, and unbroken light all round the horizon, and shall also,

on the approach of or to other vessels show where it can best be seen, a white flare up light or torch in sufficient time to prevent collision.

All lights mentioned in subdivision (d.), (1.) and (2.), shall be visible at a distance of at least 2 miles.

(e.) Oyster dredgers and other vessels fishing with dredge-nets shall carry and show the same lights as trawlers.

(f.) Fishing-vessels and fishing-boats may at any time use a flare-up light in addition to the lights which they are by this Article required to carry and show, and they may also use working lights.

(g.) Every fishing-vessel and every fishing-boat under 150 feet in length, when at anchor, shall exhibit a white light visible all round the horizon at a distance of at least one mile.

Every fishing-vessel of 150 feet in length or upwards, when at anchor, shall exhibit a white light visible all round the horizon at a distance of at least 1 mile, and shall exhibit a second light as provided for vessels of such length by

Article 11.

Should any such vessel, whether under 150 feet in length, or of 150 feet in length or upwards, be attached to a net or other fishing gear, she shall, on the approach of other vessels, show an additional white light at least 3 feet below the anchor light, and at a horizontal distance of at least 5 feet away from it in the direction of the net or gear.

(h.) If a vessel or boat when fishing becomes stationary in consequence of her gear getting fast to a rock or other obstruction, she shall in daytime haul down the day signal required by subdivision (k); at night show the light or lights prescribed for a vessel at anchor; and during fog, mist, falling snow, or heavy rain-forms make the signal prescribed for a vessel at anchor. (See subdivision (d.) and the last paragraph of Article 15.)

(i.) In fog, mist, falling snow, or heavy rainstorms, drift-net vessels attached to their nets, and vessels when trawling, dredging, or fishing with any kind of drag-net, and vessels line fishing with their lines out, shall, if of 20 tons gross



tonnage or upwards respectively, at intervals of not more than 1 minute make a blast (it steam-vessels, with the whistle or siren, and if sailing-vessels, with the horn), each blast to be followed by ringing the bell. Fishing vessels and boats of less than 20 tons gross tonnage shall not be obliged to give the above-mentioned signals; but if they do not, they shall make some other efficient sound-signal at intervals of not more than 1 minute.

(k.) All vessels or boats fishing with nets or lines or trawls, when under way, shall in daytime indicate their occupation to an approaching vessel by displaying a basket or other efficient signal where it can best be seen. If vessels or boats at anchor have their gear out, they shall, on the approach of other vessels, show the same signal on the side on which those vessels can pass.

The vessels required by this Article to carry or show the lights herein-before specified shall not be obliged to carry the lights prescribed by Article 4, (a), and the last paragraph of Article 11.

Art. 10.—A vessel which is being overtaken by another shall show from her

stern to such last-mentioned vessel a white light or a flare-up light.

The white light required to be shown by this Article may be fixed and carried in a lantern, but in such case the lantern shall be so constructed, fitted, and screened that it shall throw an unbroken light over an arc of the horizon of 12 points of the compass, viz., for 6 points from right aft on each side of the vessel, so as to be visible at a distance of at least 1 mile. Such light shall be carried as nearly as practicable on the same level as the side lights.

Art. 11.—A vessel under 150 feet in length, when at anchor, shall carry forward, where it can best be seen, but at a height not exceeding 20 feet above the hull, a white light in a lantern, so constructed as to show a clear, uniform, and unbroken light visible all round the horizon at a distance of at least 1 mile.

A vessel of 150 feet or upwards in length, when at anchor, shall carry in the forward part of the vessel, at a height of not less than 20 and not exceeding 40 feet above the hull, one such light, and at or near the stern of the vessel, and at such a height that it shall be not less than 15 feet lower than the forward light

another such light.

The length of a vessel shall be deemed to be the length appearing in her certificate of registry.

A vessel aground in or near a fairway shall carry the above light or lights and the two red lights prescribed by Article 4, (a.)

Art. 12.—Every vessel may, if necessary in order to attract attention in addition to the lights which she is by these Rules required to carry, show a flare-up light or use any detonating signal that cannot be mistaken for a distress signal.

Art. 13.—Nothing in these Rules shall interfere with the operation of any special rules made by the Government of any nation with respect to additional station and signal lights for two or more ships of war or for vessels sailing under convoy, or with exhibition of recognition signals adopted by shipowners, which have been authorised by their respective Governments and duly registered and published.

Art. 14.—A steam-vessel proceeding under sail only, but having her funnel up

shall carry in daytime, forward, where it can best be seen, one black ball or shape 2 feet in diameter.

Sound-signals for Fog, etc.

Art. 15.—All signals prescribed by this Article for vessels under way shall be given—

(1.) By “steam-vessels” on the whistle or siren;

(2.) By “sailing-vessels and vessels towed” on the fog horn.

The words “prolonged blast” used in this Article shall mean a blast of from 4 to 6 seconds duration.

A steam-vessel shall be provided with an efficient whistle or siren, sounded by steam or some substitute for steam, so placed that the sound may not be intercepted by any obstruction, and with an efficient fog horn, to be sounded by mechanical means, and also with an efficient bell. A sailing-vessel of 20 tons gross tonnage or upwards shall be provided with a similar fog horn and bell.

(In all cases where the Rules require a bell to be used a drum may be

substituted on board Turkish vessels, or a gong where such articles are used on board small sea-going vessels. )

In fog, mist, falling snow, or heavy rainstorms, whether by day or night, the signals described in this Article shall be used as follows, viz:--

(a.) A steam-vessel having way upon her shall sound, at intervals of not more than 2 minutes, a prolonged blast.

(b.) A steam-vessel under way but stopped and having no way upon her shall sound, at intervals of not more than 2 minutes, two prolonged blasts, with an interval of about 1 second between them.

(c.) A sailing-vessel under way shall sound, at intervals of not more than 1 minute, when on the starboard tack one blast, when on the port tack two blasts in succession, and when with the wind abaft the beam three blasts in succession.

(d.) A vessel when at anchor shall, at intervals of not more than 1 minute, ring the bell rapidly for about 5 seconds.

(e.) A vessel when towing, a vessel employed in laying or in picking up a

telegraph cable, and a vessel under way, which is unable to get out of the way of an approaching vessel through being not under command, or unable to manoeuvre as required by these Rules, shall, instead of the signals prescribed in subdivisions (a.) and (c.) of this Article, at intervals of not more than 2 minutes, sound three blasts in succession, viz. one prolonged blast followed by two short blasts. A vessel towed may give this signal and she shall not give any other.

Sailing vessels and boats of less than 20 tons gross tonnage shall not be obliged to give the above-mentioned signals, but if they do not they shall make some other efficient sound-signal at intervals of not more than 1 minute.

( Dutch steam pilot-vessels, when engaged on their station on pilotage duty in fog, mist, falling snow, or heavy rainstorms are required to make at intervals of 2 minutes at most, one long blast with the siren, followed after 1 second by a long blast with the steam whistle, and again after 1 second by a long blast on the siren. When not engaged on their station on pilotage duty, they make the same signals as other steamships. )

Speed of Ships to be Moderate in Fog, etc.

Art. 16.—Every vessel shall, in a fog, mist, falling snow, or heavy rainstorms, go at a moderate speed, having careful regard to the existing circumstances and conditions.

A steam-vessel hearing, apparently forward of her beam, the fog signal of a vessel the position of which is not ascertained, shall, so far as the circumstances of the case admit, stop her engines, and then navigate with caution until danger of collision is over.

## STEERING AND SAILING RULES.

### Preliminary-Risk of Collision.

Risk of collision can, when circumstances permit, be ascertained by carefully watching the compass bearing of an approaching vessel. If the bearing does not appreciably change, such risk should be deemed to exist.

Art. 17.—When tow sailing-vessels are approaching one another, so as to involve

risk of collision, one of them shall keep out of the way of the other as follows,  
viz:—

(a.) A vessel which is running free shall keep out of the way of a vessel which is close-hauled.

(b.) A vessel which is close-hauled on the port tack shall keep out of the way of a vessel which is close-hauled on the starboard tack.

(c.) When both are running free, with the wind on different sides, the vessel which has the wind on the port side shall keep out of the way of the other.

(d.) When both are running free, with the wind on the same side, the vessel which is to windward shall keep out of the way of the vessel which is to leeward.

(e.) A vessel which has the wind aft shall keep out of the way of the other vessel.

Art. 18.—When two steam-vessels are meeting end on, or nearly end on, so as to involve risk of collision, each shall alter her course to starboard, so that each may pass on the port side of the other.



This Article, only applies to cases where vessels are meeting end on, or nearly end on, in such a manner as to involve risk of collision, and does not apply to two vessels which must, if both keep on their respective courses, pass clear of each other.

The only cases to which it does apply are, when each of the two vessels is end on, or nearly end on, to the other; in other words, to cases in which, by day, each vessel sees the masts of the other in a line, or nearly in a line, with her own; and by night, to cases in which each vessel is in such a position as to see both the side lights of the other.

It does not apply, by day, to cases in which a vessel sees another ahead crossing her own course; or by night, to cases where the red light of one vessel is opposed to the red light of the other, or where the green light of one vessel is opposed to the green light of the other, or where a red light without a green light, or a green light without a red light, is seen ahead, or where both green and red lights are seen anywhere but ahead.

Art. 19.—When two steam-vessels are crossing, so as to involve risk of collision

sion, the vessel which has the other on her own starboard side shall keep out of the way of the other.

Art. 20.—When a steam-vessel and a sailing-vessel are proceeding in such directions as to involve risk of collision, the steam-vessel shall keep out of the way of the sailing vessel.

Art. 21.—where by any of these Rules one of two vessels is to keep out of the way, the other shall keep her course and speed.

Note.—When, in consequence of thick weather or other causes, such vessel finds herself so close that collision cannot be avoided by the action of the giving-way vessel alone, she also shall take such action as will best aid to avert collision. (See Articles 27 and 29.)

Art. 22.—Every vessel which is directed by these Rules to keep out of the way of another vessel, shall, if the circumstances of the case admit, avoid crossing ahead of the other.

Art. 23.—Every steam-vessel which is directed by these Rules to keep out of

the way of another vessel, shall, on approaching her, if necessary, slacken her speed or stop or reverse.

Art. 24.—Notwithstanding anything contained in these Rules, every vessel overtaking any other shall keep out of the way of the overtaken vessel.

Every vessel coming up with another vessel from any direction more than 2 points abaft her beam, i. e., in such a position, with reference to the vessel which she is overtaking, that at night she would be unable to see either of that vessel's side lights, shall be deemed to be an overtaking vessel; and no subsequent alteration of the bearing between the two vessels shall make the overtaking vessel a crossing vessel within the meaning of these Rules, or relieve her of the duty of keeping clear of the overtaken vessel until she is finally past and clear.

As by day the overtaking vessel cannot always know with certainty whether she is forward of or abaft this direction from the other vessel, she should, if in doubt, assume that she is an overtaking vessel and keep out of the way.

Art. 25.—In narrow channels every steam-vessel shall when it is safe and

practicable, keep to that side of the fairway or mid-channel which lies on the starboard side of such vessel.

Art. 26.—Sailing-vessels under way shall keep out of the way of sailing-vessels or boats fishing with nets or lines or trawls. This Rule shall not give to any vessel or boat engaged in fishing the right of obstructing a fairway used by vessels other than fishing vessels or boats.

Art. 27.—In obeying and construing these Rules due regard shall be had to all dangers of navigation and Collision and to any special circumstances which may render a departure from the above Rules necessary in order to avoid immediate danger.

Sound-signals for Vessels in Sight of one another.

Art. 28.—The words 'short blast' used in this Article shall mean a blast of about one second's duration.

When vessels are in sight of one another, a steam-vessel under way, in taking any course authorised or required by these Rules, shall indicate that course by the following signals on her whistle or siren, viz:—

One short blast to mean, "I am directing my course to starboard."

Two short blasts to mean, "I am directing my course to port."

Three short blasts to mean, "My engines are going full speed astern"

#### No Vessel, under any Circumstances, to Neglect Proper Precautions

Art. 29.—Nothing in these Rules shall exonerate any vessel or the owner or master or crew thereof from the consequences of any neglect to carry lights or signals, or of any neglect to keep a proper lookout, or of the neglect of any precaution which may be required by the ordinary practice of seamen, or by the special circumstances of the case.

#### Reservation of Rules for Harbours and Inland Navigation.

Art. 30.—Nothing in these Rules shall interfere with the operation of a special rule, duly made by local authority, relative to the navigation of any harbour, river, or inland waters.

#### Distress Signals.

Art. 31.—When a vessel is in distress, and requires assistance from other vessels

or from the shore, the following shall be the signals to be used or displayed by her, either together or separately, viz:—

In the daytime—

- (1) A gun or other explosive signal fired at intervals of about a minute.
- (2) The International Code signal of distress, indicated by N, C.
- (3) The distant signal, consisting of a square flag, having either above or below it a ball or any-thing resembling a ball.
- (4) A continuous sounding with any fog-signal apparatus.

At night—

- (1) A gun or other explosive signal fired at intervals of about a minute.
- (2) Flames on the vessel (as from a burning tar barrel, oil barrel etc.)
- (3) Rockets or shells throwing stars of any colour or description, fired one at a time at short intervals.
- (4) A continuous sounding with any fog-signal apparatus.

THE RULE OF THE ROAD.

Aids to Memory, in Four Verses, by the late Mr. Thomas Gray, O. B.

1. Two Steamships Meeting.

When both side-lights you see ahead,

Port your helm and show your Red.

2. Two Steamships Passing.

Green to Green—or Red to Red—

Perfect safety—Go ahead.

Two Steamships Crossing.

[Note,—This is the position of greatest danger; there is nothing for it but good look-out, caution, and judgment.]

If to your Starboard Red appear,

It is your duty to keep clear;

To act as judgment says is proper;

To Port—or Starboard—Back—or Stop her!

But when upon your Port is seen.

A steamer's Starboard Light of Green,

There's not so much for you to do,

For Green to Port keeps clear of you.

4. All Ships must keep a Good Look-out.

Both in safety and in doubt,

Always keep a Good Look-out.

In danger, with no room to turn,

Ease her! stop her! Go astern!

### 國際間關於碰撞法律統一公約(于一九一〇年九月三日在比京布拉蘇簽字)

#### 第一條

于海船間，或于海船與內河船舶間，發生碰撞時，其船舶或船上之財物或人員，因蒙損害所得之賠償，無論是項碰撞發生于任何水面，應依照下列規定辦理。

#### 第二條

倘是項碰撞，係出于偶然，或係由于不可抗力所致，或碰撞原因，係屬不能明瞭時，其損害應由蒙



受方自負。

本規定對於船舶或其中之一，雖係在事變發生時停泊（或繫纜）亦適用之。

### 第三條

倘碰撞係由一船舶過失所致者，該船舶應負損害賠償責任。

### 第四條

倘兩個以上船舶，均有過失時，其責任應依其各個過失程度比例負擔，但依照當時情節，倘不能確定其過失程度時，或其過失似屬相等時，其責任應平均負擔。

凡加害于其他船舶或船上積貨，或船員旅客，或其他人員之財產，或隨身需要物品之損失，應由過失船舶依照上開比例負擔，船舶對於加害第三者所負之損害賠償責任，亦不得超過是項比例。

關於死亡或傷害所有之損害，其過失船舶，應連帶並單獨對第三者負責，某一船舶所給付之數額，於業已超過本條第一項規定之比例應担部份時，得向其他過失船舶請求返還是項權利，不因本項前半段之規定而受影響。

關於是項返還請求權，以及任何契約之意義及效果，又關於船舶所有人對於本船人員責任限制之法律，均應由各國法律自由訂定。

### 第五條

前開各項責任，得於碰撞係因引水人過失所致者適用之，雖引水人係依法強制聘用者亦同。

#### 第六條

由碰撞所發生之損害賠償請求權，並不因海難報告書已否聲明，或其他正式手續已否履行而發生影響。

關於碰撞責任事項，所有法律上之假定過失，均不應成立。

#### 第七條

損害賠償起訴權，由事變發生之日起，經過兩年不行使者，認為消滅。依照第四條第三項所應返還分担部份之起訴權，應由給付之日起一年內為之。

上開限期，得由受審法院，依照本國法律停止或中止之。

倘於被告船舶，不能在原告之籍居國或營業總事務所圍領海內拘捕時，是項期間得延長之。其關於延長之法律，得由締結契約各國自由製定之。

#### 第八條

於船舶碰撞後，其每一船舶船長於不甚危害其船舶船員旅客範圍內，應竭力救助其他船舶船員及旅客。

各該船長應於可能範圍內，將其船舶名稱及船籍港，並開來及開往之處所通知於他船舶。

違反上開各項規定時，對於船舶所有人義務，並不加重。

#### 第九條

本締結契約各方，倘對前條開列侵權行為無明文禁止者，應建議於其立法機關，以便採取相當方法，而禁止是項侵權行為。

本締結契約各方，對於前項負責辦理之事項，應於最近可能期間，互相通知其各該國所已有及擬公佈之法律或規定。

#### 第十條

本公約所規定各項，對於各國船舶所有人責任限制之法令，或對於因運送契約或其他契約所發生之義務，均無拘束力，但本條之規定，對於嗣後國際會議之議決，並不發生影響。

#### 第十一條

本公約各條，對於軍艦或政府船舶而專用於公務者，不適用之。

#### 第十二條

凡訴訟有關係船舶各方人員，屬於本締結契約各國間之人民者，本公約各條得適用之，至其他情節，凡各國法律定明適用本公約各條者，亦得適用之。

但

(一)於各方利害關係人，屬於非締結契約之一國者，上開各項規定，得由本締結契約之一方，因相對方同意遵守時適用之。

(二)於各方利害關係人，同屬於受訴法院國之國民者，該國之法律，並非本公約各項之規定，應適用之。

### 第十三條

凡一船舶，加害其他船舶，或各船舶之貨物人員，無論其原因係發生於是否業盡行為能力，或發生於違背規章事項，其損害賠償責任，亦係本公約範圍內之事務，雖實際碰撞，並未發生者亦同。

### 第十四條

本締結契約各方，於本公約所規定各項施行後三年內，得有權召集會議，以便研究修正，尤應研究適用之範圍應如何擴大。

行使前開權利之一方，應將其意見，由比利時政府通知其他締結契約之各方，該比利時政府，即應預備手續，於六個月內召集是項會議。

### 第十五條

凡未在本公約簽字各國，得履行聲請手續，為本公約之附約方，是項附約，應由普通外交方式通知比利時政府，該政府再通知其他各國政府，於是項通知送達比利時政府一個月後，附約即發生效

力。

### 第十六條

本公約所規定各項，應追認之。

於本公約簽訂之日起，至多以一年為期，比利時政府應通知各業經聲明預備追認之締結契約方，以便決定本公約所規定各項，應否施行，於是項決定成立後，所有追認文件，應即提存布拉蘇（Brussels），本公約各項，應於一個月後施行。

為出席布拉蘇會議國家之利益起見，本公約契約得再伸長一年，在此伸長期間後，各國僅得依照第十五條之規定，為附約方。

### 第十七條

倘締結契約之某方聲明退約時，於是項聲明之通知送達比利時政府之日起，一年後方發生效力，本公約各項，對於其他締結契約之各方，仍享有效力。

### 附條

雖於第十六條有追認之規定，各方對於第五條所有碰撞，係因強制引水人過失所致之責任，規定並無承認之義務，但各締結契約方，對於船舶所有人之責任限制，嗣後另有約定者，不在此限。

英文原本附後

International Convention for the Unification of Certain Rules of  
Law in Regard to Collisions

Signed at Brussels, September, 23rd, 1910 (a)

Art. 1. Where a collision occurs between sea-going vessels or between sea-going vessels and vessels of inland navigation, the compensation due for damages caused to the vessels or to any things or persons on board thereof, shall be settled in accordance with the following provisions, in whatever waters the collision takes place.

Art. 2. If the collision is accidental, if it is caused by force majeure, or if the cause of the collision is left in doubt, the damages are borne by those who have suffered them.

This provision is applicable notwithstanding the fact that the vessels, or any one of them, may be at anchor (or otherwise made fast) at the time of the casualty.

Art. 3. If the collision is caused by the fault of one of the vessels, liability

of make good the damages attaches to the one which has committed the fault.

Art. 4. If two or more vessels are in fault the liability of each vessel is in proportion to the degree of the faults respectively committed. Provided that if, having regard to the circumstances, it is not possible to establish the degree of the respective faults, or if it appears that the faults are equal, the liability is apportioned equally.

The damages caused, either to the vessels, or to their cargoes or to the effects or other property of the crews, passengers, or other persons on board, are borne by the vessels in fault in the above proportions, and even to third parties a vessel is not liable for more than such proportion of such damages.

In respect of damages caused by death, or personal injuries, the vessels in fault are jointly as well as severally liable to third parties, without prejudice, however, to the right of the vessel which has paid a larger part than that which, in accordance with the provisions of the first paragraph of this article, she ought ultimately to bear, to obtain a contribution from the other vessel or vessels in fault.

It is left to the law of each country to determine, as regards such right to obtain contribution, the meaning and effect of any contract or provision of law which limits the liability of the owners of a vessel towards persons on board.

Art. 5. The liability imposed by the preceding articles attaches in cases where the collision is caused by the fault of a pilot, even when the pilot is carried by compulsion of law.

Art. 6. The right of action for the recovery of damages resulting from a collision is not conditional upon the entering or a protest or the fulfillment of any other special formality.

All legal presumptions of fault in regard to liability for collision are abolished.

Art. 7. Actions for the recovery of damages are barred after an interval, of two years from the date of the casualty.

The period within which an action must be instituted for enforcing the right to obtain contribution permitted by paragraph 3 of Art. 4, is one year from the



date of payment.

The grounds, upon which the said periods of limitation may be suspended or interrupted are determined by the law of the Court where the case is tried.

The high contracting parties reserve to themselves the right to provide, by legislation in their respective countries, that the said periods shall be extended in cases where it has not been possible to arrest the defendant vessel in the territorial waters of the State in which the plaintiff has his domicile or principal place of business.

Art. 8. After a collision the master of each of the vessels in collision is bound, so far as he can do so without serious danger to his vessel, her crew and her passengers, to render assistance to the other vessel, her crew and her passengers.

He is likewise bound so far as possible to make known to the other vessel the name of his vessel and the port to which she belongs, and also the names of the ports from which she comes and to which she is bound.

A breach of the above provisions does not of itself impose any liability in the

owner of a vessel.

Art. 9. The high contracting parties whose legislation does not forbid infringements of the preceding article bind themselves to take or to propose to their respective Legislatures the measures necessary for the prevention of such infringements.

The high contracting parties will communicate to one another as soon as possible the laws or regulations which have already been or may be hereafter promulgated in their States for giving effect to the above undertaking.

Art. 10. Without prejudice to any conventions which may hereafter be made, the provisions of this convention do not affect in any way the law in force in each country with regard to the limitation of shipowner's liability, nor do they affect the legal obligations arising from contracts of carriage or from any other contracts.

Art. 11. This convention does not apply to ships of war or to Government ships appropriated exclusively to a public service.

Art. 12. The provision of this convention shall be applied as regards all persons

interested when all the vessels concerned in any action belong to states of the high contracting parties, and in any other cases for which the national laws provide.

Provided always that—

(1) As regards persons interested who belong to a noncontracting State, the application of the above provisions may be made by each of the contracting States conditional upon reciprocity.

(2) Where all the persons interested belong to the same State as the court trying the case, the provisions of the national law and not of the convention are applicable.

Art. 13. This convention extends to the making good of damages which a vessel has caused to another vessel, or to goods or persons on board either vessel, either by the execution or non-execution of a manoeuvre or by the non-observance of the regulations, even if no collision had actually taken place.

Art. 14. Any one of the high contracting parties shall have the right, three-years after this convention comes into force, to call for a fresh conference with a

view to possible amendments, and particularly with a view to extending, if possible, the sphere of its application.

Any Power exercising this right must notify its intention to the other powers, through the Belgian Government, which will make arrangements for convening the conference within six months.

Art. 15. States which have not signed this convention are allowed to adhere to it on request. Such adhesion shall be notified through the diplomatic channel to the Belgian Government, and by the latter to each of the other Governments; it shall become effective one month after the sending of the notification by the Belgian Government.

Art. 16. This convention shall be ratified.

After an interval of at most one year from the day when the convention is signed, the Belgian Government shall place itself in communication with the Government of the high contracting parties which have declared themselves prepared to ratify the convention, with a view to deciding whether it should be put into

force.

The ratifications shall, if so decided, be deposited forthwith at Brussels, and the convention shall come into force a month afterwards.

The protocol shall remain open another year in favour of the States represented at the Brussels Conference. After this interval they can only adhere to it on conforming with the provisions of Article 15.

Art. 18, In the case of one or the high contracting parties denouncing this convention, such denunciation shall not take effect until a year after the day on which it has been notified to the Belgian Government, and convention shall remain in force as between the other contracting parties.

#### Additional Article

Notwithstanding any thing in the provisions of article 16, it is agreed that it shall not be obligatory to give effect to the provisions of Article 5, establishing liability in cases where a collision is caused by the fault of a pilot carried by compulsion of law, until the high contracting parties shall have arrived at an agree-

ment on the subject of the limitation of liability of ship-owners.

江蘇上海第一特區地方法院民事判決（二〇年地字一〇七七號）

判決

原告太古輪船公司（設法租界外灘二一至二三號）

法定代理人梯愛區亞而曉（住同上）

右訴訟代理人（從略）

被告寧紹商輪有限公司（設江西路六三號）

法定代理人袁履登（住同上）

沈際雲（住同上）

右訴訟代理人（從略）

右兩造因請求賠償涉訟一案，經本院判決如左。

主文

原告之訴駁回

訴訟費用由原告負擔

### 事實

原告聲明，請判決被告賠償原告損失二萬五千零八十二兩四分，並令負擔訟費，其陳述略謂：原告所有四川輪船，於民國二十年七月五日晨五時十一分，離公司第四號碼頭，駛黃浦江上，向公園灣方向進行，當時見前面有新北京輪船，靠上海河岸駛而來，四川即放汽笛一聲，表示向右，五時十七分，見新寧紹輪船，由浦東之河面順潮疾駛而來，其時四川放汽笛二聲，表示向左，新寧紹乃回放汽笛一聲，但並不依照所放汽笛意旨行駛，繼續改向左轉，仍向前進行，又放汽笛一聲，忽改爲右轉，橫過四川船頭，其時四川回放汽笛短聲三響，立即後退，當時新寧紹與四川相離，僅百數十尺之遙，乃新寧紹仍開足快輪，並不表示信號，忽轉向左方，以其右部船頭，猛擊四川船右方齊第一船艙部分，並沿四川右部擦撞至五十尺之多，復新寧紹更掉換方向，將船身後部，復將四川猛撞，致四川又受損害，碰撞之後，新寧紹乃駛行過去，四川亦起錨而行，事後四川輪修理損失各費，包括估價拖駁停泊等項，共計規元二萬五千零八十二兩四分，依照海商法第一百五十五條之規定，損害賠償之費，應由新寧紹負擔云云。被告答辯，略謂本案之過失，責任匪屬，自應以該碰撞前二輪之一切航駛情形，及上海港關於碰撞法令爲根據。查上海港口，由楊樹浦至蘇州河，爲兩個並行航路，近上海岸者，謂之內航路，近浦東岸者，謂之外航路，中間以浮筒若干劃分之，兩個航路，均可航輪，且按照通常航行法例，輪船在每一個航路

上，均應靠右手方駛進，其一切航行規定，均依照萬國航海避碰章程辦理，是項章程之適用，見諸上海港口規則第十二條。復查該日上午，內航路有寶賜洋行之伊塞特慕勒船，在第八號浮筒附近掉頭，新寧紹乃延外航路順潮駛入，至耶松船塢一帶，過第一號浮筒，漸駛至內航路右手，方遙見四川，並一再放汽笛，以資警告。按航海慣例，在是項狀況之下，四川應駛入外航路，以免兩輪成爲斜切情形，或仍沿外航路右手方，緩駛或停輪以待，乃四川違反慣例，且違反萬國航海避碰章程，仍開車前進，直至二輪距離甚近，始放汽笛二聲，向左手方駛來，立成碰撞情勢，新寧紹爲避免重大碰撞起見，急將船首轉左，並將右面引擎停車後，又將左面引擎開快倒車，免去兩輪重大碰撞之禍，竊查關於此項狀況之下，兩輪應負之責任，經萬國航海避碰章程第十九條第二十一條第二十二條第二十三條第二十五條第二十七條明爲規定，而諾門與北京案之判例，亦與本案情形相同，諾門等於本案之四川，北京等於本案之新寧紹，其最終判決，諾門負擔過失之責任，且新寧紹爲順潮之輪，四川輪爲逆潮之輪，逆潮之輪，應俟順潮之輪先行，今四川輪不依法航駛，造成碰撞之結果，自應負擔過失之責，原告所列舉之賠償數額，似無審究之必要，請以中間判決駁斥原告之訴，並令負擔訟費云云。

#### 理由

本件被告，應否負損害賠償責任，自以新寧紹輪船與四川輪船之碰撞，其過失責任，究應歸責何方爲斷。而過失之歸屬何方，則以新寧紹與四川之航線，有無錯誤，及新寧紹之航行速度，是否適當爲先決



問題。茲爲分別審究之如下。(一)航線 查上海港口之航路，東爲浦東河面，西爲上海河面，中間有浮筒劃分，凡輪船進出口之航行，每從上海河面進出，遇有障礙時，亦可從浦東方面進出，惟進出口之輪船，均須向船之右手方行駛。(進口輪船近上海岸爲船之右手方，出口輪船近浦東岸爲船之右手方。)爲兩造所承認無異，參閱萬國航海避碰章程第二十五條，凡輪船遇狹窄港道時，值穩便而無窒礙，應傍船右之港道邊行駛，亦有此規定。復查新寧紹於去年七月五日晨四時餘進吳淞口，四時五十分駛近第十一號浮筒時，見賚賜洋行之伊塞特慕勒輪船，在上海河面第八號浮筒附近掉頭，故由浦東河面航行，業經被告提出賚賜洋行簽名之航海紀錄節本爲證據，該簿所載，於是日上午四時三十分，開始掉頭，於五時三十分竣事，是新寧紹當初之由浦東河面航行，因有障礙所致，迨在浦東河面駛過第八號浮筒以後，又不能穿越浮筒中間而過，亦據證人江海關河警斯丹考夫及上海市航業公會會員陳幹青到案證明，故被告謂必須駛過第一號浮筒以後，方能斜向上海方面，即新寧紹之右手方行駛，自屬可信。且新寧紹在浦東河面行駛之際，與四川距離尙遠，如原告所呈第一圖，實與碰撞之原因，並無關係。蓋新寧紹與四川之碰撞，已在新寧紹行駛上海河面，即在新寧紹向右手方行駛之後，如原告所呈第三圖第四圖第五圖，故欲審究航線之錯誤，應從新寧紹行駛上海河面後之情形爲其依據。查新寧紹已向船之右手方行駛，四川亦應向船之右手方行駛，如原告所呈之第二圖第三圖，四川儘有機會，可以改向右手方行駛，乃據原告之陳述，謂因新寧紹從浦東河面順潮疾駛而來，四川放汽

笛二聲，表示轉左，新寧紹回放汽笛一聲，表示轉右，但並不依照汽笛意旨行駛，繼續改向左轉，又放汽笛一聲，忽改爲右轉，橫過四川船頭云云。然如原告所呈第一圖，新寧紹在浦東河面行駛之際，四川尚難望及，第二圖第三圖第四圖第五圖則新寧紹已由浦東河面駛至上海河面，據四川船主排令之陳述，謂在北京路外灘，看見新寧紹云云。可見原告陳述，已有不符，新寧紹既放汽笛一聲，則其表示所行之航線，即係向右，原告雖攻擊，其並不依照汽笛之意旨行駛。然除四川船主排令及四川大副羅有是項陳述，依民事訴訟法第三百零二條第二項第二款，尙難認爲有力之證言外，固無相當佐證，若證人溫州輪船二副，勤脫謂新寧紹從浦東到上海一方過去云云，是即向船之右手方行駛，新寧紹並未不依汽笛之意旨，極爲明瞭。又參閱萬國航海避碰章程第十八條，載明兩輪船對遇，或幾於對遇，應各改向轉右，四川既與新寧紹對遇，而改向左轉，其航線之錯誤，應由四川負責，而不能歸責於新寧紹，自不待言，原告又謂四川業已停輪，新寧紹忽將船首向左，將四川擦撞云云。然查其時新寧紹與四川行駛之方向，已成斜切之勢，新寧紹又係順潮行駛，被告辯稱，爲避免重大之碰撞起見，故將船首向左，以致從四川之右手方擦過，如原告所呈第四圖第五圖，在此急迫情形之下，新寧紹若不掉頭，必成爲斜切之碰撞，被告之抗辯，亦非無理。(二)速度 查原告攻擊新寧紹之速度過當，以新寧紹之速度過於新北京之速度爲詞，故以新北京爲比例證人，新北京船主美特四川船主排令四川大副羅有，溫州二副勤脫，雖均一致謂其行駛過快，但查原告所呈第一圖至第五圖，(1)表示新寧紹。(2)表示新北

京新寧紹與新北京均係並行，不過略有前後，即新寧紹與四川相撞地點，在北京路與仁記路外灘之間，而新北京亦已行至北京路外灘，此可按原告所呈之圖以證明之，故亦不能令新寧紹負行駛過速之責，原告請求賠償原因，既不存在，關於數項部份，毋庸再為審究。

據上論斷本件原告之訴為無理由，依民事訴訟法第八十一條為判決如主文。

如不服本判決，得於送達後二十日內，向江蘇高等法院第二分院提起上訴。

中華民國二十一年八月二十二日

江蘇上海第一特區地方法院民一庭

## 第六章 運費

以船舶運送貨物所得之酬報，是謂之運費。凡因簽發載貨證券而爲運送貨物所得之酬報，或以船舶全部出租所得之酬報，均稱之曰運費。惟船舶全部出租所得之酬報，最宜稱之曰船租。查我國海商法第七十條第二項，雖曰以船舶之全部或一部供運送爲目的者，然船舶除以件貨爲運送目的外，而以一部供運送或租用者，甚爲鮮見，故本章云船舶全部出租者，即包括船舶一部之意義也。

關於件貨之運送，其運費計算標準，及給付運費之時間，在載貨證券均有相當記載，倘無記載者，其計算標準，當從裝載地之普通習慣，其給付時間，以貨物運送至目的港，並于船長得爲交付貨物時，爲運費獲得給付之時間。倘于運送航程中，貨物滅失，或因其他原因，貨物未能送至目的港時，運送人不得請求運費。民法第六百四十五條，「運送物於運送中，因不可抗力而喪失者，運送人不得請求運費，其因運送而已受領之數額，應返還」是項滅失，雖由運送人不應負責之事項發生，或不可抗力之事項發生者，運費亦視作未獲得論。蓋依約該貨物應送至目的港，今不止未能送至目的港，且于達到目的港前，業已滅失，運送人自不得請求運費。

于航程中，船舶遭遇海難，因之不能再爲航駛，而船長或運送人不擬由他船舶或以其他方法繼續運送至目的港者，是運送人自行拋棄其運費權利，該貨物既未到達目的港，運費自未獲得。倘船舶

于遇難後，船長仍設法繼續將貨物運至目的港者，于該貨物到達目的港時，運送人得請求運費。惟繼續運送部份之運費，如較低或較高時，其分担方法，應以海商法第九十五條之規定為標準。第九十五條，「船舶在航海中遭難，或不能航海而貨物，仍由船長設法運到目的地時，如其運費較低於約定之運費者，託運人減支兩運費差額之半數。」

于運送中貨物質形變遷，其變遷之程度，已非原裝之物者，運送人似不應請求運費。倘貨物于運送中，受有水漬或其他原因，僅蒙受損害者，託運人似不應拒付運費。關於上開兩項情形，我國法律，尚無明白規定，英國雖有若干判例，然亦有互異之處。其趨勢似與上開原則相近。前開關於運費各節，均以普通運費為立場，倘運費係預付者，其原則與以前所論斷者迥異，蓋依約定在某時日或在某地點運費須為預付者，于該約定事項或條件發生時，運費即認為獲得。託運人即應給付。嗣後該貨物假使中途滅失，或因不可抗力未能到達目的港時，其運費亦應給付。凡業已給付之運費，託運人亦不得請求返還。我國法律，關於此點，雖未明定，但英國關於此點之法律，頗為詳明。近上海第一特區地方法院，曾受理預付運費某一案件，其判決亦與上開法例相似，茲為闡發法理起見，特將該案有關各條件，抄錄于后，以供參考。

運費一經獲得，運送人對貨物有留置權，各國皆然。我國民法第六百四十七條，亦有類似之規定，「運送人為保全其運費及其他費用，得受清償之必要，按其比例，對於運送物有留置權，運費及其他

費用之數額有爭執時受貨人得將有爭執之數額，提存請求運送物之交付。運費如因貨物滅失致減少數額，而該貨物滅失，係認為共同海損者，其滅失之運費，應由共同海損分擔補償。例如

某甲委託運送人某乙之船舶，裝運笨重機器百座，由子港運至丑港，在航程中，突遇颶風，如不減輕載重，則船舶勢將不能抵抗滔天之狂浪，而船舶旅客及貨品，均有立即沉沒之虞，因以船長之指揮，將該項笨重機器，完全投于海中。

其被投棄之機器，依民法第六百五十五條之規定，運送人不應請求運費，是項減少之運費，自應依共同海損規則補償。我國海商法第一百三十三條，又一八九〇年及一九二〇年約克恩的物浦規則第十五條，均有詳明之規定。

海商法第一百三十三條，「運費因積貨之滅失或損害，致減少或全無者，認為共同海損，但運送人因此減省之費用，應扣除之。」

一八九〇年約克恩的華浦規則第十五條，「倘積貨之損失或滅失，發生於共同海損之行爲，或認為應由共同海損補償者，其運費因之滅失時，亦應由共同海損補償。」

一九二四年約克恩的華浦規則第十五條，「倘積貨之損失或滅失，發生於共同海損行爲，或認為應由共同海損補償者，其運費因之滅失者，亦應由共同海損補償。」

但其所有人，因本次犧牲而減省為獲運費之費用，應由滅失之總運費內扣除。

運費並得爲海上保險之標的物，海商法第一百五十九條，

「關於運費之保險，以運送契約內所載明之運費類爲保險價額，運送契約未載明時，以卸載時卸載港認爲相當之運費類爲保險價額。」

關於以船舶全部運送所獲得之運費（即船租），其法律關係，與上開各節大致相同。

## 江蘇上海第一特區地方法院民事判決（二十年地字第一三三五號）

判決

原告源安輪船公司。

法定代理人趙雲台（住四川路騰鳳里九十號）

訴訟代理人（從略）

被告上海中威輪船公司。

法定代理人陳順通（住四川路二十九號）

訴訟代理人（從略）

右兩造因解約涉訟一案，本院判決如左。

注收

被告應償還原告洋參千八百另八角一分。

原告其餘之訴駁回。

訴訟費用，由被告負擔三分之二，餘由原告負擔。

### 事實

原告代理人聲明，請判令被告返還原告人運費船鈔照費存煤各費共洋一萬四千一百五十元另八角一分，並自本年二月三日起，至執行終了日止，按年五厘之利息，訟費由被告負擔，其陳述略稱：原告於民國二十年十二月五日，與被告訂定按時運送契約（俗稱長期租船契約）載明被告以其所有，隸屬中國國籍載重三千五百噸之太平輪船全部，自交船起於三個月時期內，爲原告供給運送，由原告每月支付運費一萬三千五百元，如不滿一月，以每月三十日按日計算，又該約第四十二條載：「如中國與任何國家發生戰爭，本契約受任何影響時，任何一方，得將本契約無償解除之。」自上開契約訂定以後，被告人於二十年十二月二十六日，將上開船舶，交付原告，並由原告預付運費一個月，嗣又於二十一年一月二十六日，又付一個月運費，至本年一月二十八日，中日間突然發生戰事，原告人當於二月三日，依據契約第四十二條規定，通知被告，聲明解除契約，並通知船長，關於航程部分，自解除日起，應受被告人指揮，各在案。詎被告以中日間雖有敵對行爲，尙未正式宣戰，因以未構成法律上所請國家間之戰爭等爲理由，拒絕解除契約，並拒絕返還原告人預付各款項，共計洋一萬四千一百五



十元另八角一分，祇得依法訴求等語，當提出證據第一至第三十三號爲證。

被告代理人答弁意旨，略稱查兩造訂定之契約，第四十二條載，「倘中國向外國作戰，因之使本合同蒙受阻礙，每一方均得無條件解約。」茲我國自九一八以來，雖各處有不斷之抵抗，但不能認爲戰爭，此徵之我國外交當局，及我國出席國聯代表宣言，足資證明。故原告人即不得以該約條件，業已成就爲解約口實，又查原告根據本件租船合同，本得在中國南北洋各港口行駛，當一二八事變時，太平輪船，適在天津，並准備開往廣東，是與上海戰爭，相隔遼遠，實不發生阻礙問題，即就上海口岸而論，當戰事激烈時，中國輪船進出口者，亦無日無之，故原告不能援引契約第四十二條爲解約論據，此外原告依約預付之運費項，依一般法理，亦不得請求返還，請予駁回原告之訴，並令負擔訟費等語，當提出報紙及抄信等件爲證。

#### 理由

查本件審究要點，即（一）原告之解約，是否合於兩造訂定之條款，（二）其請求返還預付運費等項，依法能否認爲正當，是已就第一點言，原契約條件有二，即（甲）戰爭，（二）因戰爭致本契約受影響。據此審究，所謂「戰爭」，依兩造間締約之集意解釋，其意義並非專指中國與任何國家爲自動，並具普遍性之戰爭而言，且就戰爭之定義言，乃一國對於他國，欲其服從己之意志，而施之強暴行爲之總稱，故凡爭鬥行爲，發生於兩國或兩國以上之間，而其爭鬥，又包含有各種強暴之行爲時，則已構

成所謂戰爭，至於戰爭之一般效果，是否具備，要無甚重要關係，故原告根據一、二、八滬上戰爭為解約證據，自無不當，再依原契約訂定，因戰爭致本契約受影響之條件言，亦不能以專就上海一埠或他埠當滬戰可以通航為未受影響或阻礙，為該項解除條件未完成之理由，因當時客觀戰事之演進情況，既非常事人間所能預測，而沿海運貨之情形如何，更難依平常狀況，以為推斷原告，原告代理人謂滬上戰事，已影響於本契約，要難認為不合，故原告解約之請求，甚屬正當。次就第二點言，查按時繼續航所訂立之運送契約，託運人於發航後解約，本依海商法第七十五條七十七條解釋，託運人應支付全額運費，其已預支之運費，不仍請求返還，自不待言，查本件兩造，係訂立按時繼續航之全部傭船契約，換言之，即預定運送期間傭船契約，與海商法第七十五條第七十六條，按航運送者，迥然有別，依照上開說明，原告關於預支之運費，除得依據海商法第九十六條規定，得為扣除，其另裝貨物，所得運費四分之三，及因解約減省費用之全部外，要無請求返還預支運費之餘地，緣非各是，則船舶遠離船籍港而不獲相當貨運時，船舶所有人必致受重大之損失也。惟原告預付之船鈔長熏船照預存用煤等項，共計洋三千八百另八角一分，既不屬運費範圍之內，自應由被告照數返還，爰依民事訴訟法第八十二條，特為判決如主文。

中華民國二十一年拾月四日

江蘇上海第一特區地方法院民事庭。



## 附件

### 附件第一

#### 甲 起除沉船責任之研究

福星公司所有之福慶輪船，于民國二十一年十一月十六日下午晚間，在吳淞口外裏銅沙附近海面，因鍋爐關係，傾覆沉沒，江海關以該沉船有礙航道，除設置燈浮標記外，並限令該船舶所有人，具結提供，以便船東自己打撈，同時並通知該船保險公司扣留保險金額，嗣因船東未能遵限具結提供，江海關遂于民國二十一年十一月二十九日，分登上海中西報紙，招請投標打撈福慶沉輪啓事各則，航業界閱悉之下，多爲惶惑，正不知江海關之職權，究何所據，且回憶民國二十年四月十四日，大昌輪船因與大華輪船撞碰，亦沉沒于吳淞口外，雖經江海關自己出價，將該沉輪炸毀，然亦曾函扣留保險金額在案，江海關對於起除沉船之職權，似有研究之必要。

查我國向鮮海商法令，關於起除沉船規章，亦不完備，惟于前清光緒十八年有德國北京輪船在上海附近之白節山海面沉沒，由江海關安設燈浮標記示警，十月之久，需費甚鉅，旋經設法起除費銀壹萬二千餘兩，同年又有英國飛馬輪船，在吳淞口內欄江沙地方沉沒，停滯水中二載，雖經江海關安設燈

浮標記，而鄂威國哪阿輪船，于二十一年三月間駛抵該處，與水中沉船相碰，亦遭沉沒，後由江海關將二船炸除，費銀七千餘兩，根據上開各項情節，江海關總稅務司擬定起除沉船章程數則，令飭各江海關一律遵守，嗣復于民國四年六月二十一日由大總統批准。

#### 附起除沉船章程

第一條 凡船隻沉溺或擱淺或因別故致船主暨水手等離開其船，在河內或在港口或在出入港口之水道及海面船隻來往之衝衝，均應由附近之海關稅務司查勘酌訂該沉船是否與他船行駛或當時或將來有妨礙。

第二條 若稅務司酌訂該沉船實與他船行駛有礙，則立即將該船並貨物一併扣拿，隨通知該船業主，若該業主出具切實保結註明情願按稅務司酌度情事，所定期限，自行用費將沉船起除並未起除之前用費安置警船之浮標等件等語，方准按照辦理，自行打撈貨物，若該業主自通知之日起限三日不具切結，即由海關將沉船起除，所有船料及貨物等件，俱由海關存留，該沉船若由海關用費起除，則打撈之料貨等件即由海關拍賣將所得之價銀補償起除之經費及安置警船之標記等費用，如有盈餘，即將所餘之數付還業主，倘有不敷，即令業主出資補足其數，若該業主不服，即可據情上控。

#### 第四條

本章程自批准日施行。

中華民國四年六月二十一日大總統批准如所擬辦理，卽由該處分行遵照，並交外交部照會各國駐使查照，摺並發交通部照錄章程分飭各關監督一體遵照。

對於起除沉船現各江海關所奉行者，均係上開章程，按章程第二條係規定起除辦法，其第三條係規定負擔費用之責任，詳核其規定，船舶所有人所負擔者實係無限責任，全部起除費均應由其負擔，故一遇起除沉船事項發生，江海關卽援用是項章程，限令具結提供，不遵則強制執行，然自民國二十年一月一日海商法公佈施行後，船舶所有人之責任不似該章程所規定之鉅，查海商法第二十三條第一項第六款載關於除去沉船漂流物之義務及其從屬義務，船舶所有人所負之責任，僅以本次航海之船舶價值運費及其他附屬費爲限，故于船舶沉沒後，除本次航海之運費及附屬費外，船舶所有人不應再負任何責任，該前開章程與海商法抵觸部份，自應失效，其第二條及第三條之規定，當不適用，乃江海關動輒援引，未免失據。

復查海商法令以英國爲最完備，現行有效之商船法第五百三十條又第五百三十一條，均有起除沉船費用，由港口官署給付之規定，田波立（Tannerley）所著之解釋，亦有船舶所有人，個人不負起除沉船費用之註明，上海市航業同業公會于民國二十年亦曾向交通部呈請起除沉船費用，應由江海關在船鈔項下撥付洵屬允當。

至江海關函扣保險金額一節不特手續與法欠合，其主張亦不應成立，蓋保險並非船舶所有人，依法

所必應爲之事，亦非船舶成分之一部份，其不在船舶價值運費及其他附屬費之內，甚屬明顯，依法不得請求。

乙 船壳保險之契約（尙有若干附屬條件均未列入故本契約並非完整者）

爲保險事，

公司茲以本名義爲自己或代表他人爲他人及其關係人特爲保險，所有上開各方關係人，均在享受保險利益範圍之內，無論標的物，業經滅失與否，其保險期間，爲 月由

年 月 日 時起至 年 月 日 時止。

在港口，在海上，在船塢，在乾塢，在行動中，在吊機上，或蘊船上，所有時間，所有地點，所有情節，無論何事，何業，及何種地點，或動機，或揚帆，或駛行，無論有無引水人，無論在任何狀況，拖帶救助船隻或被拖帶，或駛行試車，其所有之船身及器具材料，機械鍋爐用具，軍器軍火鎗砲小船及傢俱等，統稱之曰

船舶，

本船舶本次航行船主

或其他代行船主職務之人，或將來本船無論更易何名，或船主無

論更換何人關於本船船身及附屬具等項，其保險責任，開始由前開年月日時起，繼續有效，至前開年月日時止。

本被保險船舶，因獲得必須給養品，救助或修繕情事，得行駛開駛任何港口地點，而對於本保險契約不發生任何影響，關於被保險人方面，本船舶之估價，認爲

船壳及材料等項，計估價



機器及鍋爐等項，計估價值

估價值共計

本契約承保價額，計爲

關於核算船舶是否爲假定完全滅失，應以保險金額，作爲修繕價額，其船舶缺殘，餘剩部份之價值，不在計算之內。關於船舶冒險及危險，華安水火保險股份有限公司于本次航海所情願担任負責者，爲海難、軍艦、火災、敵國、海盜流賊、竊盜、投棄、捕艦、及返捕艦、復仇、及海捕、以及王候、國家之拘捕、扣押逗留等情，及船長船員故意之過失，以及可爲損害之其他一切危險滅失及不幸，倘本契約載明之船舶，或其一部份蒙受不利或損害，以及任何滅失或不幸，本契約被保人或其一份子，或其僱員，或其受讓人，得告訴或設法，並得爲抗辯奔走保護，恢復本船或其一部份，而于本保險契約之關係，毫不發生影響。

至本保險公司所應負擔之費用，應以本保險數額之保險單，及多寡為準，茲經同意，本書面憑據，即保險契約，其所有真實效力，與倫敦成立之書面憑據，即保險契約相同。故本公司對於被保險人，或其遺產執行人，財產管理人，或其受讓人，特為表示情願允許，並拘束本公司財產及動物，以便真實履行前列條件，並特為聲明本保險契約之代價，業已收受依照保險率

百分之幾本華安水

火保險股份有限公司，立契允許同意，並拘束公司及其財物動產，倘發生滅失（上天禁止者），須于三十天期滿，在上海將保險之金錢數額完全給付，至海損滅失及本保險其他事項之分攤，本公司亦須依照本保險之條件，及各件情形之慣例辦理。

茲經同意，英國勞億之普通辦法，應認為本保險契約分攤請求之標準。

特為保證，捉捕、擒獲、拘捕、扣留、押留，及其事後影響，或其任何行為，海盜除外，均不在本保險範圍之內，再戰爭、暴動、罷工、阻工，或工人搔擾，民衆起鬧，或宣戰前後，因備戰情形所發生之影響，亦均不在本保險範圍之內，又因碰觸地雷，所發生之要求，亦不在本保險範圍之內。

于保險範圍內之航程或時期，在不同時期，倘發生數單次純海損，而每次均在

以下者，則不

核算，僅認為自然之消損，船壳保險應于本船業已安全到達目的港時為止，于本船在本保險契約有效期間，離去胡利江一次以上者，每次須給付百分之一，所有暹羅交趾秘魯中國政府或任何政府，在各該政府沿岸，因本船船經營不法，或違禁營業所為之扣押擒獲或其他行為，因而發生危險或滅失，

以及積貨中裝有火藥，因而發生危險或滅失，又以及克羅姆由巴樂未至錫蘭沿岸，于探水線內，在十月十五日至十二月十五日全部期間內，蒙受狂浪暴風，與一切海險所發生之危險或滅失，均不在本保險範圍之內，前述危險滅失，應由被保險人負擔，與保險人無涉，但本保險契約以上所訂，與本語不合者例外。

茲悉見詞，本華安保險公司經理，在上海特于保險契約簽字，計一式兩紙，字義均同，倘其一發生效力，其他作廢。

年 月 日

簽字

茲並經雙方同意，倘本被保險之船舶，與其他船舶碰撞，而本被保險人，因之對於此次碰撞所發生之損害賠償，應當並必須向他人為金錢給付者，本簽字人應給付被保險人，業經給付金錢數額之四分之一，作為本船舶保險金額，應負擔部份，但于每一次碰撞其所負之義務，以不逾本被保金額四分之一之比例部份為限，倘本被保船舶之賠償義務，發生爭執，而已訴訟進行，對於負擔義務，加以限制時，于得到本簽字人書面同意後，其被保險人所應付及必須給付之費用，亦應按照比例負擔四分之一，倘于碰撞船舶，雙方均有過失時，除一方或雙方賠償責任，在法律上另有限制外，其請求應以互相給付原則辦理之，每一方之船舶所有人，應給付其相對船舶所有人損害之二分之一，或其他比例，依照被保險人因此項碰撞，業已查明所應費給付或收受之數額辦理。

關於被保險人，下列應當或必須給付之義務，均不在本節規定範圍之內，例如因依法令規定應負起除障礙物之義務，例如因碰撞加害港口碼頭隄岸平台及其他之義務，或例如被保險船舶對於積貨或其他規定之義務，或生命喪失或人身損害之義務。

（本段係解釋前節之意）

倘本保險船舶，與另外船舶發生碰撞，或承受撈救，而該另外船舶之全部或一部份，屬於同一所有人或同一管理處時，本被保險人，于本保險契約內所享之權利，正如該另外船舶完全屬於與本被保險船舶無關之所有人同，但于此項情節之下，其因碰撞所負之義務，或撈救應得酬金之數額，須由本公司與被保險人雙方同意之一個公斷人解決之。

在本保險契約期滿時，本船舶尚在海中，或遇難或在避難港，或停泊港，假該船舶如業已盡通知本公司之責任時，仍應認為已經保險，其保費依照比例，按月計算，至目的港到達時為止。

關於積貨營業地點，或開駛日期，縱被保險人于保證條件有違反之處，亦認為已經保險，惟以被保險人必須盡通知之能事，及一經關照其應加之保費，即允諾照加為限。

于本船舶出售或移轉于新管理處，除本保險人對於此項出售或移轉，書面同意時，本保險契約，由出售或移轉之日起，作為解除，惟于本船舶業已裝載積貨，並已離去裝載港，或空船正在海中，不在此例，于此例外情形中，其解除應暫停止，如載有積貨，以卸載地為止，如空船以目的港為止，其保費應依比

例每日計算，本段所載明者，在本契約內，雖于書寫打字，或鉛印部份，有相反之文義者，亦應發生效力，共同海損及撈救，應依冒險完成地所有之法律及習慣分配之，作為運送契約內對於此點毫無特別規定論，但運送契約內明有規定，其分配應依約克安的華浦一八九〇年規則，（倘積貨為木材第一條之「不」字應取消，）或約克安的華浦一九二四年規則辦理者，從其規定。

關於撈救及其費用，或關於告于或設法既內所生之費用，本契約所應負擔部份，僅為保險標的物所應負擔部份，其比例如保險金額扣減保險人所應負之損害滅失之與被撈救財物之價值。

在海州、大浦、天津、海河、巴拿馬運河、蘇埃士運河、滿登司特運河，及其有關聯河道，又莫士河，在羅克河上游，又蒲洛提河，（由布諾亞瑞士平原北部劃一直線，至散白提河口，）及其附屬河道，又德牛河提莫拉河，碧魯包或靠近楊尼克利或巴爾山等處，所有之觸岸擱淺，均不得認為擱淺。

茲經鄭重聲明，並同意所有保險人與被保險人，關於被保財物所為之恢復、留救、保存、諸行為，均不得認為關於委付之拋棄或承認之表示。

茲經同意，倘本契約保費未繳納時，本公司隨時得將本契約解除，其通知書一經送達或郵遞至被保險人，或本契約明定受款人處，即認為業已解除，自通知書送達或郵遞之日起，本契約即作為無效。但其因保險業已獲得之相當保費，計算至解除之日止，仍應存留，並即應給付。

倘因失險而發生滅失損害，因之于本保險契約發生請求時，在查驗前，於可能範圍內，應即書面通知

公司如在外國，應通知最近勞僱代理人，以便公司斟酌情形，自己委派查驗人，但於損害範圍，業經查明後，公司或公司委託被保險人，得為招請是項損害之修繕投標。

公司得以一個月期間通知，隨時與被保險人解除本保險契約，屆一個月期滿後，如船舶載貨，則以本  
次到達卸載港為止，如係空船，則以本次到達目的港為止，本契約即為解除，保費應依照比例每日計  
算。

倘本船舶於每連續之三十日期間，停留港地或船塢其

保費應為退還，在此期間，並無海損，

其所有危險，均由保險人負擔，倘於保險尚未開始之月，雙方同意解除保險契約，其每月

保費，應為退還其船舶到達者亦同。

倘發生滅失情事，本保險契約之保費，倘未給付部份，應於賠償數額中扣除之，倘於保費到期未經給  
付時，本契約立即失效。

英文原本附後

### Be It Known That

As well in his or their own Name, as for and in the Name and Names of all  
and every other Person or Persons to whom the same doth, may, or shall appertain

in part or in all; do make INSURANCE, and hereby cause himself or themselves, and them, and every of them to be INSURED, lost or not lost, at and from and for and during the space of

Calendar Months commencing

day of	19	, and ending
day of	19	.

In port and at sea, in docks, and graving docks, and on ways, cridions and pontoons, at all times, in all places and on all occasions, services and trades whatsoever, and whatsoever, under steam of sail with leave to sail with or without pilots, to tow and assist vessels or craft in all situations and to be towed and to go on trial trips. Upon the Body, Tackle, Materials, Machinery, Boilers, Apparel, Ordnance, Munition, Artillery, Boats, and other Furniture of the good Vessel called the

Whereof is Master, under God,

for this present voyage, or

whosoever else shall go for Master in the said Vessel, or by whatsoever other Names or Names the said Vessel, or the Master thereof, is or shall be named or called:—  
**BEGINNING** the adventure upon the said Body, &c., from and immediately after as above

and so to continue and endure until as above.

And it shall be lawful for the said Vessel to proceed and sail to, and touch and stay at any Ports or Places whatsoever, for necessary Provisions, Assistance, or Repairs without prejudice to this **INSURANCE**; the said Vessel, for so much as concerns the **ASSURED**, is and shall be rated and valued at

**HULL and MATERIALS, &c,**.....Valued at

**MACHINERY and BOILERS, &c,**.....Valued at.....

**TOTAL VALUATION**.....

Whereof this Policy Insures



The Insured value shall be taken as the repaired value in ascertaining whether the vessel is a constructive total loss, and nothing in respect of the damaged or break-up value of the vessel shall be taken into account. Touching the Adventures and Perils which the said Wah An Fire and Marine Insurance Company, Limited, themselves are content to bear, and to take upon them in this Voyage; they are of the Seas, Men-of-War, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Marque, and Counter-Marque, Surprisals, and Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes and people of what Nation, Condition, or Quality soever; Barratry of the Master and Mariners; and of all other Perils, Losses, and Misfortunes, that have or shall come to the Hurt, Detriment, or Damage of the said Vessel or any part thereof; and in case of any Loss or Misfortune, it shall be lawful for the ASSURED his or their Factors, Servants, or assigns, to sue, labour, and travel for, in and about the Defence, Safeguard, and recovery of the

said Vessel or any part thereof, without Prejudice to this INSURANCE; to the Charges whereof the said COMPANY will contribute, according to the rate and quantity of the sum herein assured. AND it is agreed that this Writing or Policy of INSURANCE shall be of as much Force and Virtue as the surest Writing or Policy of INSURANCE made in LONDON, And so the said COMPANY are contented, and do hereby promise, and bind themselves, their Company Goods and Chattels, to the ASSURED, his or their Executors, Administrators, or Assigns for the true performance of the Premises; confessing themselves paid the consideration due unto them for this INSURANCE, at and after the rate of

per Cent. The said The Wah An Fire and Marine Insurance Company, Limited, covenant, promise, and agree, add oblige themselves, their Company Goods and Chattels, in case of Loss happening, (which God forbid) to satisfy and pay in Shanghai the sum of Money by them so assured at the expiration of Thirty Days The adjustment of all average, Losses, and other Matters relating to this INSURANCE shall, in like manner, be made by the said Company. Agreeably to the tenor

of this Policy, and according to the established practice there in such cases.

It is agreed that the practice of English Lloyds shall be recognised as the standard for adjusting claims under this Policy.

Warranted free of capture, seizure, arrest, restraint or detainment and the consequences thereof, or any attempt thereat, piracy excepted, and also from all consequences of hostilities, riots, strikes, lockouts or labour disturbances, civil commotions or warlike operations whether before or after declaration of war; also free from all claims arising through contact with mines.

In case of several particular averages, upon distinct occasions during the Voyage or period insured none which are respectively under                    are to be taken into account; but all such to be deemed wear and tear. The risk on the HULL to expire after the Vessel shall have arrived at her destined port in good Safety. One per cent. to be paid or each time more than once that the Vessel leaves the River Hooghly under this policy. All Risks or Losses arising from Detention, Seizure, or any Act or Acts of the Governments of Siam, Cochin-China, Peru, or China, or

of any Governments within the acknowledged limits of its own coasts, in consequence of the Vessels being engaged in illicit of Contraband Trade;—also from Gun powder as cargo, as likewise from Storms or sales of wind or other dangers of the Seas, on the coast of Coromandel from Point Palmiras to Ceylon and within Soundings between the 15th day of October and 15th day of December inclusive, are hereby excepted; which risks or losses are to be borne by the Assured, and not by the Assurers; any thing hereinbefore contained to the contrary notwithstanding.

In witness whereof I THE MANAGER of The Wah An Fire and Marine Insurance Company, Limited, on behalf of the said COMPANY have herunto subscribed my name in SHANGHAI to                      Polio                      of the same tenor and date, one of which being accomplished the others to stand void, this

Day of                      in the Year One Thousand Nine Hundred and

THE WAH AN FIRE & MARINE INSURANCE Co., Ltd.

Regd.

General Manager.

And it is further agreed that if the Ship hereby Insured shall come into collision

with any other Ship or Vessel and the Assured shall in consequence thereof become liable to pay and shall pay by way of damages to any other person or persons any sum or sums in respect of such collision the Undersigned will pay the Assured such proportion of three-fourths of such sum or sums so paid as their respective subscriptions hereto bear to the value of the Ship hereby Insured, provided always that their liability in respect of any one such collision shall not exceed their proportionate part of three-fourths of the value of the Ship hereby Insured, and in cases in which the liability of the Ship has been contested, or proceedings have been taken to limit liability, with the consent in writing of the Undersigned, they will also pay a like proportion of three-fourths of the costs which the Assured shall thereby incur, or be compelled to pay; but when both Vessels are to blame, then unless the liability of the Owners of one or both of such Vessels becomes limited by law, claims under this clause shall be settled on the principle of cross-liabilities as if the Owners of each Vessel had been compelled to pay to the Owners of the other of such Vessels such one half or other proportion of the latter's damages as may have

been properly allowed in ascertaining the balance or sum payable by or to the Assured in consequence of such collision.

Provided always that this clause shall in no case extend to any sum which the assured may become liable to pay, or shall pay for removal of obstructions under statutory powers, for injury to harbours, wharves, piers, stages, and similar structures, consequent on collision; or in respect of the cargo or engagements of the Insured Vessel, or for loss of life or personal injury.

Should the Vessel hereby insured come into collision with or receive salvage services from another vessel belonging wholly or in part to the same owners, or under the same management, the Assured shall have the same rights under the policy as they would have were the other Vessel entirely the property of owners not interested in the Vessel hereby insured; but in such cases the liability for the collision, or the amount payable for the services rendered, shall be referred to a sole arbitrator to be agreed upon between the Company and the Assured.

Should the Vessel at the expiration of this policy be at sea, or in distress, or

at a port of refuge or of call, she shall, provided previous notice be given to the Company be held covered at a pro rata monthly premium, to her port of destination.

120  
of

Held covered in case of any breach of warranty as to cargo, trade, locality or date of sailing provided notice be given, and any additional premium required to be agreed immediately after receipt of advices.

Should the Vessel be sold or transferred to new management, then, unless the Underwriters agree in writing to such sale or transfer, this Policy shall thereupon become cancelled from date of sale or transfer, unless the Vessel has cargo on board and has already sailed from her loading port or is at sea in ballast, in either of which cases such cancellation shall be suspended until arrival at final port of discharge if with cargo, or at port of destination if in ballast. A pro rata daily return of premiums shall be made, this clause shall prevail, notwithstanding any provision whosoever written typed or printed in the policy inconsistent herewith.

General average and salvage to be adjusted according to the law and practice obtaining at the place where the adventure ends, as if the contract of affreightment

contained no special terms upon the subject; but where the contract of affreightment so provides the adjustment shall be according to York-Antwerp Rules 1890 (omitting in the case of wood cargoes the first word, "No," of Rule 1.) or York-Antwerp Rules 1924.

In the event of expenditure for Salvage, Salvage charges, or under the Sue and Labour Clause, this Policy shall only be liable for its share of such proportion of the amount chargeable to the property hereby insured as the insured value, less loss and/or damage, if any, for which the insurer is liable bears to the value of the salvaged property.

Grounding or stranding in the River of Dapu at Haichow, or in the Hai-Ho of Tientsin, or in the Panama Canal, Suez Canal, or in the Manchester Ship Canal or its connections, or in the River Mersey above Rook Ferry Slip, or in the River Plate (above a line drawn from the North Basin Buenos Aires to the mouth of the San Pedro River) or its tributaries, or in the Danube, Demerara, or Bilbao River or on the Yenikale or Bilbao Bar, shall not be deemed to be a stranding.



And it is expressly declared and agreed that no acts of the Insurer or Insured, in recovering, saving, or preserving the property insured, shall be considered as a waiver or acceptance of abandonment.

It is hereby agreed that if the premium on this Policy is not paid, this Company shall have the right to cancel this Policy at any time, and written notice given or mailed to the assured, or to the payee named in this policy, shall be deemed a cancellation and on and after the date when such notice shall be given or mailed, this policy shall be null and void; but such a proportional part of any such premium for any risk as shall have been earned up to the date of such cancellation, shall thereupon remain and become immediately due and payable.

In the event of accident whereby loss or damage may result in a claim under this Policy notice shall be given in writing to the Company where practicable, and, if abroad, to the nearest Lloyd's Agent also, prior to survey, so that they may appoint their own Surveyor if they so desire: and wherever the extent of the damage is ascertainable, the Company may take or may require the Assured to take tenders for the

repair of such damage.

The company shall be at liberty at any time to give to the assured one month notice in writing of its intention to cancel the Policy. Whereupon the policy shall be cancelled and determined upon the next arrival of the ship at final port of discharge if with cargo or at port of destination is it ballast after the expiration of such one month, a pro rata daily return of premium shall be made.

To return the premium of  $\frac{0}{0}$  for every Thirty consecutive days the Vessel may be in Port or in Dock, not under average during such period the Vessel being at the risk of the Under Writers, and  $\frac{0}{0}$  of the monthly premium for each uncommenced month if it be mutually agreed to cancel this policy, and arrival.

In the event of loss, any portion of the premium on this policy remaining unpaid shall be deducted from the amount recoverable. And in the event of the premium being unpaid when due this Policy shall forthwith become void.

## 丙 海上保險關於船舶委付之研究

### 事實

中國國籍保險公司，承保中國國籍船舶一艘，保險種類為船壳，保險範圍為完全滅失，及或假定完全滅失，(Total Loss And/or Constructive Loss Only) 在保險有效期間，于二個月前，該船舶在海中沉沒，嗣後被保險人于通知保險公司後，自將船舶打撈，現停于船塢內，迄今尚無若何表示，基上事實發生下列二個問題。

(一) 是項能打撈之沉沒，可否認為完全滅失，或假定完全滅失。

(二) 即使可認為完全滅失，或假定完全滅失，然現在船舶已停于船塢內，該被保險人可否仍持原議行使委付權。

### 解答意見

完全滅失之解釋，分為二種，一曰實際完全滅失。一曰假定完全滅失。如被保險船舶，(一)業經完全消毀。或(二)因重大損失業已失去船舶之形體效用。或(三)永久不能再歸復。被保險人所有于上開三項情節得其一，即謂之實際完全滅失。而被保險人亦無須為委付之通知，保險人即須在相當期間給付全部保險金額，如被保險船舶，(一)認為有實際完全滅失之可能因而委付者。或(二)

欲免除實際完全滅失，其所需費用，超過被保船舶價值者。于上開情節得其一，即謂之假定完全滅失。惟被保險人欲得全部保險金額，須為委付之通知，蓋處是項情節之下，被保險人得認是項損失為局部的而非全部的，于是項損失認為全部的時，其委付應就被保標的物全部為之，經保險人承諾後該標的物即視為保險人所有，並須給付全部保險金額，但委付之通知，應于接到可靠之滅失消息後，相當期間內為之，故實際或假定完全滅失，均應釋為完全滅失。上開各節，係依據歐美各國海上保險習慣，及普通法理論斷，尤以英國法例為標準。一譯閱我國法令，關於船舶委付之規定，盡載于海商法第一百六十三條第一至第一百六十六條，又第一百六十九條，及第一百七十三條，與本件有關者，尤以第一百六十三條，及第一百七十三條為最重要，查第一百六十三條，被保險船舶，得為委付之條件。

(一) 船舶被捕獲或沉沒或破壞時。

(二) 船舶因海損所致之修繕費總額達于保險金額四分之一時。

(三) 船舶不能為修繕時。

(四) 船舶行蹤不明或被官署扣留已逾四個月仍放未行時。

是該四項條件所指者，係完全滅失，情節甚為明瞭，然並無實際與假定之別，凡被保險船舶，于有該四項情形之一者時，被保險人即得為委付，而委付權應于第一百七十三條情節四個月內為之，「第一百七十三條，——委付之權利於知委付原因發生後，自得為委付之日起，經過四個月不行使而消

滅。」

查本件事實，該船舶與保險公司，均係中國國籍，倘發生爭執，自應以中國法律處斷，于法無明文，則從習慣，無習慣則從法理，此為我國民法總則第一條所明定。故關於委付之習慣，及歐美各國法例，在我國法律上，亦有相當地位。本件船舶，係屬業經沉沒者，依據海商法第一百六十三條之規定，被保險人自得委付之，核與各國法例習慣，亦無不合。英國法例，雖有實際假定之分，然于船舶沉于大洋海底，決無撈救之望時，固因作實際完全滅失，然船舶沒于淺水，于因費用係為撈救時，亦認作假定完全滅失。Anderson vs. Royal Exchange Co. (1695). Doyle vs. Dollos (1831). Komp vs. Halliday (1865). Blairmore Co vs. Maordei (1898). Montreal Light Co vs. Sedzwick (1910). 今本件船舶雖經撈救，然其曾經沉沒，係不爭之事實，即得認為完全滅失，一經委付之通知，保險人即須給付全部保險金額，毫無疑義，况我國關於船舶沉沒，于海商法第一百六十三條明有規定乎。

本件輪船沉沒事實，既發生于兩個月前，其委付權即由斯時發生，倘該權尚未拋棄，至今仍應存在，至該輪船之撈救，係由被保險人所自為，並不影響委付權利，蓋保險契約載明，（倘本契約載明之船舶，或其一部分蒙受不利或損害，以及任何滅失或不幸本契約被保人，或其一份子，或其僱員，或其受讓入，均得告訴或設法並得為抗辯奔走保護恢復本船或其一部份，而于本保險契約之關係，毫不發生影響。 And in case of any loss or Misfortune it shall be lawful to the assured, their

factors, Servants and assigns to sue, labour and travel for, in and about the defense, Safe guards & recovery of the Said goods and merchandise, and ship etc. or any part thereof Without Prejudice to this insurance.)該委付權既在依據海商法第一百七十  
三條之規定期內，被保險人自得隨時行使委付權。

### 附件第二

「海商法」「海商法施行法」「民法（自第六百二十二條至第六百五十三條）」「船舶法」  
「船舶登記法」「船舶登記法施行細則」「船舶國籍證書章程」「船舶丈量章程」「船舶檢  
查章程」「航政局組織通則」「航政局辦事細則」「船員檢定委員會暫行章程」「船員證  
書暫行章程」「船員檢定暫行章程」「輪船註冊給照章程」「內河航行章程」「小輪船丈  
量檢查及註冊給照章程」「東北各江商船領江證書章程」「船舶載重法」「運隊乘船裝  
運危險物品規則」「商辦造船廠註冊規則」「漁輪長漁撈長登記暫行規定」「商船職員證  
書章程」

海商法（國民政府公布）民國二十年一月一日施行

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第一章 通則

第一條 本法稱船舶者，謂在海上航行及在與海相通能供海船行駛之水上航行之船舶。

第二條 左列船舶，除船舶碰撞外，不適用本法之規定。

一 總噸數不及二十噸，或容量不及二百擔之船舶。

二 專用於公務之船舶。

三 以櫓權為主要運轉方法之船舶。

第三條 左列船舶為中國船舶。

一 中國官署所有者。

二 中國人民所有者。

三 依照中國法律所設立，在中國有本店之左列各公司所有者。

甲 無限公司，其股東全體為中國人者。

乙 兩合公司或股份兩合公司，其無限責任股東全體為中國人者。

丙 股份有限公司，其董事三分之二以上為中國人並其資本三分之二以上為中

國人所有者。



第四條 凡船舶在船上應備有左列文書。

一 國籍證書。

二 通行證書。

三 海員名冊。

四 旅客名冊。

五 屬具目錄。

六 航海記事簿。

第五條 船舶非經登記，領有國籍證書，不得航行。但法令別有規定者，不在此限。

第六條 船舶之扣押，假扣押，自船長執有發航許可書之時起，以迄於航海完成時止不得爲之。但爲使航海可能所生之債務，不在此限。

第七條 海商本法無規定者適用民法之規定。

## 第二章 船舶

### 第一節 船舶所有權

第八條 船舶，除本法有特別規定外，適用民法關於動產之規定。

第九條 除給養品外，凡於設備上及營業上必要之一切成分及屬具皆視爲船舶之一部。

第十條 船舶全部或一部之讓與，非作成書面並依左列之規定，不生效力。

一 在中國，應呈經讓與地或船舶所在地主管官署蓋印證明。

二 在外國，應呈經中國領事官署蓋印證明。

第十一條 船舶所有權之移轉，非經登記，不得對抗第三人。

第十二條 船舶建造中，承攬人破產而破產管財人不為完成建造者，船舶定造人得將船舶及業經交付或預定之材料照估價扣除已付定金給償收取之，並得自行出資，在原處完成建造。但使用船廠，應給與報償。

第十三條 共有船舶之處分，及其他與共有共同利益有關之事項，應按各共有人應有部份之價值，以其過半數決之。

第十四條 船舶共有人出賣其應有部份時，其他共有人，得以同一價格儘先承買。

因船舶共有權一部份之出賣，致該船舶喪失中國國籍時，應得共有人全體之同意。

第十五條 船舶共有人以其應有部份供抵押時，應得其他共有人多數之同意。

第十六條 船舶共有人對於利用船舶所生之債務，就其應有部份負比例分擔之責。

共有人對於發生債務之管理行為曾經拒絕全意者，關於此項債務，得委棄其應

有部份於他共有人而免其責任。

第十七條 船舶共有人爲船長而被辭退時，得退出共有關係，並請求返還其應有部分之資

金。

前項資金數額，依當事人之協議定之，協議不成時，由法院裁判之。

第一項所規定退出共有關係之權，自被辭退之日起，經一個月不行使而消滅。

第十八條 共有關係不因共有人中一人之死亡、破產或禁治產而終止。

第十九條 船舶共有人應選任船舶經理人經理其營業。如經理人爲共有人以外之人時，應

經共有人全體之同意。

第二十條 船舶經理人，關於船舶之纜裝及利用，在訴訟上或訴訟外，代表共有人。

第二十一條 船舶經理人非經共有人之書面許可，不得出賣或抵押其船舶。

船舶共有人對於船舶經理人權限，所加之限制，不得對抗善意第三人。

第二十二條 船舶經理人於每次航海完成後，應將其經過情形報告於共有人。

第二十三條 船舶所有人對左列事項所負責任，以本次航海之船舶價值、運費及其他附屬費

爲限。

一 船長、船員、引水人或其他一切服務于船舶之人員，因執行業務所加損害於

第三人之賠償。

- 二 交付船長運送之貨物，或船上其他一切財產物品所受損害之賠償。
  - 三 本于載貨證券所生之債務。
  - 四 在履行契約中所犯航海過失之賠償。
  - 五 船舶所加於海港、倉庫及航路之工作物之損害所應修理之義務。
  - 六 關於除去沉船、漂流物之義務及其從屬之義務。
  - 七 救助及撈救之報酬。
  - 八 在共同海損中，屬於船舶所有人應分擔之部分。
  - 九 船長在船籍港外，以其職權，因保存船舶或繼續航海之實在需要所為行為，或契約所生之債務而其需要非由發航時準備不足，船具缺陋或設備疏忽而生者。
- 前項運費，包括旅客票價在內。
- 第一項所稱附屬費，指船舶因受損害應得之賠償。
- 前條責任限制之規定，於左列情形不適用之。
- 一 本於船舶所有人之行為或過失所生之債務。

第二十四條

## 第二十五條

二 前條第九款所定債務經船舶所有人之允許者。  
三 本於船員及其他服務船舶之人員之僱用契約所生之債務。  
船舶所有人欲依第二十三條之規定限制其責任者，對於本次航行之船舶價值，應證明之。

船舶價值之估計，以左列時期之船舶狀態為準。

一 因碰撞或其變他事所生共同海損之債權，及事變後以迄於第一到達港時所生之一切債權，其估價依船舶於到達第一港時之狀態。

二 關於船舶在停泊港內發生事變所生之債權，其估價依船舶在停泊港內事變發生後之狀態。

三 關於積貨之債權，或本於載貨證券而生之債權，除前二款情形外，其估價依船舶於到達目的港時，或航海中斷地之狀態，如積貨應送達於數個不同之海港，而損害係因全一原因而生者，其估價依船舶於到達該數港中之第一港時之狀態。

四 關於第二十三條所規定之其他債權，其估價依船舶航海完成時之狀態。

## 第二十六條

船舶所有人或船舶共有人為船長時，僅得對於其航海過失及船舶服務人員之

過失，依第二十三條之規定，主張限制其責任。

## 第二節 優先權及抵押權

### 第二十七條 左列各款債權有優先受償之權。

一 訴訟費，及爲債權人之共全利益而保存船舶或標賣，並分配賣價所支出之費用，噸稅，燈塔稅，港稅，及其他同類之捐稅，引水費，拖船費，自船舶開入最後港後之看守費，保存費及檢查費。

二 船長船員及其他服務船舶人員，本於僱傭契約所生之債權，其期間未滿一年者。

三 爲撈救及救助所負之報酬，及船舶對於共同海損之分擔額。

四 船舶所有人或船員之過失所致之船舶碰撞，或其他航海事變，旅客及船員之身體傷害，積貨之滅失或損壞，加於海港，倉庫航路之工作物之損害賠償。

五 船長在船籍港外，依其職權，爲保存船舶或繼續航海之實在需要所爲之行為，或契約所生之債權。

六 對於託運人所負之損害賠償。

前項第一款至第四款所列優先權之位次在船舶抵押權之前。

第二十八條 依前條規定得優先受償之標的物如左。

一 船舶、船具及屬具，或其殘餘物。

二 在發生優先債權之航海期內之運費。

三 船舶所有人因本次航海中船舶所受損害或運費損失應得之賠償。

四 船舶所有人因共同海損應得之賠償。

五 船舶所有人在航海完成前為施行救助，或撈救，所應得之報酬。

第二十九條 第二十七條第二款之債權，得就同一僱傭契約期內所為一切航海應得運費之全部，優先受償，不受前條第二款之限制。

第三十條 屬於同次航海之優先債權，其位次依第二十七條各款之規定。

一款中有數債權者，不分先後，比例受償。

第二十七條第三款及第五款所列債權，如有二個以上屬於同一種類，其發生在後者，優先受償。

因同一事變所生之債權，視為同時發生之債權。

第三十一條 不屬於同次航海之優先債權，其後次航海之優先債權先於前次航海之優先債權。

第三十二條 優先債權，不因船舶所有權之移轉而受影響。

第三十三條 第二十七條各款之優先權，除法律別有規定外，以左列原因而消滅。

一 該條第一款情形，船舶離去債權發生地者。

二 該條第二款情形，自債權得為請求之日起，經過一年不行使者。

三 該條第三款情形，自救助或撈救之行爲完成，或海損分擔確定之日起，經過六個月不行使者。

四 該條第四款第六款情形，自損害發生之日起，經過六個月不行使者。

五 該條第五款情形，自債權得為請求之日起，經過六個月不行使者。

第三十四條 船舶抵押權之設定，應以書面爲之。

第三十五條 船舶抵押權，得就建造中之船舶設定之。

第三十六條 船舶抵押權之設定，除法律別有規定外，僅船舶所有人或受其特別委任之人始得爲之。

第三十七條 船舶抵押權之設定，非經登記，不得對抗第三人。

第三十八條 船舶共有人中一人，或數人，就其應有部份所設定之抵押權，不因分割或出賣而受影響。



### 第三章 海員

#### 第一節 船長

第三十九條 船長，由船舶所有人僱用之。

船舶所有人，得隨時辭退船長，但無正當理由而辭退時，船長得請求賠償因此所受之損害。

第四十條 船長在航海中，縱其僱用期限已滿，亦不得自行解除，或中止其職務。

第四十一條 船長對於執行職務中之過失，應負責任。如主張無過失時，應負證明之責。

第四十二條 船舶之指揮，僅由船長負其責任。

船長非因事變或不可抗力，不得變更船舶之預定航程。

第四十三條 船長在航海中，為維持船上治安，得為緊急處分。

第四十四條 船長在航海中，不論遇何危險，非經諮詢各重要船員之意見，不得放棄船舶，放棄船舶時，船長非將旅客船員救出，不得離船，並應盡其力所能及，將船舶文書、郵件、金錢，及貴重貨物救出。

船長違反前項之規定者，處七年以下有期徒刑，因而致有死亡者，處無期徒刑或十年以上有期徒刑。

第四十五條 船長在船舶上，除船舶文書外，應備有關於載貨之各項文件。

第四十六條 主管官署依法查閱船舶文書時，船長應即呈驗。

第四十七條 船長定船舶到達目的港，或入停泊港後，除休假日外，應在二十四小時內，報請主

管官署檢定其船舶之到達日時。

第四十八條 船長應于前條所定之期限內，將船舶文書呈送于左列官署。

一 在中國，呈送於該目的港，或停泊港之主管官署。

二 在外國，呈送於中國領事官署。

前項官署，應將船舶到港及離港日時，在航海記事簿上簽證，於船舶發航時發還船長。

第四十九條 船長除有必要外，不得開槍。亦不得在船舶文書未經呈驗前卸載任何貨物。

第五十條 船長遇船舶沉沒、擱淺、意外事故強制作泊，或其他有關於船舶、積貨、船員或旅客之非常事變時，應作成海事報告，載明實在情況，呈送主管官署。

前項海事報告，應有船員或旅客之證明。

第五十一條 海事報告未經船員或旅客證明者，不能發生裁判上之證據力，但其報告係船長於遭難後，獨身脫險之處所作成者，不在此限。

第五十二條 船長得代表船舶所有人僱用服務於船舶之人員，並得訂立航海所必要之契約。船舶在船籍港或在懸裝港，而船舶所有人或其代理人亦在該港時，船長非經其同意，不得爲前項行爲。

第五十三條 船舶非經第四十八條第一項所列官署證明爲不堪航海者，船長非受船舶所有人之特別委託，不得變賣之。但契約另有訂定者，不在此限。

違反前項規定而爲變賣者，其變賣無效。如有損害，並應賠償。

第五十四條 船長非爲支付船舶之修繕費、救助費或其他繼續航海所必要之費用，不得爲左列行爲。

一 抵押船舶。

二 爲金錢之借入。

三 將積貨之全部或一部變賣或出賣。

船長變賣或出質積貨時，其損害賠償額，依其貨物應到達時目的港之價值定之。但應扣除因變賣或出質所減省之費用。

第五十五條 船長如將貨物裝載于甲板上致生損害或滅失時，應負責任。但經託運人之同意或爲航運種類或商業習慣所許者，不在此限。

第五十六條 船長違反第四十條及第四十五條至四十九條之規定者，處六月以下有期徒刑或拘役或五百元以下之罰金。

## 第二節 船員

第五十七條 船員關於其職務，應服從其上級船員及船長之命令。船員非經許可，不得離船。

第五十八條 船員不得在船舶上私載貨物，如私載之貨物爲違禁品或有致船舶或積貨受損害之處者，船長得將該貨物投棄。

第五十九條 按航給薪之船員，於航程或航海日數延長時，得按薪額比例請求增薪。但於航程或航海日數縮短時，不得減薪。

第六十條 船員於服務期內受傷或患病者，由船舶所有人負擔治療費。但其受傷或患病，係因酒醉或重大過失或不守紀律之行爲所致者，不在此限。

第六十一條 船員非因執行職務而受傷或患病，已逾三個月者，船員所有人得停止治療費之負擔。

第六十二條 船員因受傷或患病致死，而其治療費由船舶所有人負擔者，並應負擔其埋葬費。

第六十三條 船員因受傷或患病上陸，應由船舶所有人支給必要之費用。

第六十四條 船員在船舶所有人負擔治療費之期間內，仍支原薪。

第六十五條 船員於受僱港以外，其僱傭關係終止時，不論任何原因，船長有送回原港之義務。

其因患病或受傷而上陸者，亦同。

前項送回原港之義務，包括運送居住食物及其他必要費用之負擔而言。

第六十六條 定期僱傭契約，其期限於航海中屆滿者，以船舶到達第一港後經過四十八小時

為終止。

第六十七條 船員不論其為按月或按航給薪，如在受僱期內死亡者，自死亡之日起，比照原薪

加給三個月薪金。如因執行職務致死亡者，應自死亡之日起，比照原薪，加給一年薪金。

第六十八條 船長或船舶所有人，於發航前無正當事由而辭退船員時，如船員係按月給薪者，

自辭退日起，加給一個月薪金，其在發航後辭退者，加給二個月薪金。如係按航給薪而在發航前辭退者，應給半薪。

其在發航後辭退者，應給全薪。

第六十九條 因不可抗力，致航海不能而辭退船員時，船員僅得就其已服務之日數，請求薪金。

#### 第四章 運送契約

##### 第一節 貨物運送

第七十條 貨物運送契約，為左列二種。

一 以貨件之運送爲目的者。

二 以船舶之全部或一部供運送爲目的者。

第七十一條 以船舶之全部或一部供運送爲目的之運送契約，應以書面爲之。

第七十二條 前條運送契約，應載明左列事項。

一 當事人之姓名住所。

二 船舶名稱國籍及噸數。

三 運送貨物之種類及其概數。

四 運送之預定期限。

五 運費。

第七十三條 以船舶之全部或一部供運送之契約，不因船舶所有權之移轉而受影響。

第七十四條 運送人所供給之船舶，有瑕疵不能達運送契約之目的時，託運人得解除契約。

第七十五條 以船舶之全部供運送時，託運人於發航前得解除契約，但應支付運費三分之一。

如託運人已裝載積貨之全部或一部者，並應負擔裝卸之費用。

第七十六條 以船舶之一部供運送時，託運人於發航前非支付其運費之全部，不得解除契約。

如託運人已裝載貨物之全部或一部者，並應負擔裝卸費用，及賠償加於其他積

貨之損害。

前項情形，託運人皆爲契約之解除者，各託運人僅負其前條所規定之責任。

第七十七條

前二條之規定，於按時或爲數次繼續航海所訂立之運送契約，不適用之。

第七十八條

以船舶之全部，於一定時期內供運送者，託運人僅得以約定或以船舶之性質而定之方法，使爲運送。

第七十九條

前條託運人，僅就船舶可使用之期間負擔運費。但因航海事變所生之停止，仍應繼續負擔運費。

前項船舶之停止，係因船舶所有人或其代理人之行爲或因船舶之狀態所致者，

託運人不負擔運費。如有損害，並得請求賠償。

船舶行蹤不明時，託運人以得最後消息之日爲止，負擔運費之全部，並自最後消

息後以迄於該次航海通常所需之期間應完成之日負擔運費之半數。

第八十條

以船舶之全部或一部供運送者，其託運人所裝載之貨物，不及約定之數量時，仍應負擔全部運費。但應扣除船舶因此所減省費用之全部及因另裝貨物所取得

運費四分之一。

第八十一條

以船舶之全部或一部供運送者，於卸載貨物之準備完成時，船長應即通知受貨

人。

件貨之運送，受貨人應依船長之指示，即將貨物卸載。

第八十二條 受貨人怠於受領貨物時，船長得將貨物提存，並通知受貨人。

受貨人不明，或受貨人拒絕受領貨物時，船長應提存貨物，並通知託運人。

第八十三條 以船舶之全部或一部供運送者，其裝載期間，以託運人接到船舶準備裝貨通知

之翌日起算卸載期間，以受貨人按照契約應開始卸貨時之翌日起算。無約定時，

裝卸期間及其起算，從各地之習慣。前項裝卸期間，休假日不算入。

裝載或卸載超過裝卸期間者，運送人得按其超過之日期，請求相當損害賠償。

前項超過裝卸期間，休假日亦算入之。

第八十四條 裝卸期間，僅遇裝卸不可能之日始不算入。超過裝卸期間，雖遇有不可抗力時，亦

算入之。

第八十五條 船長於貨物裝載後，因託運人之請求，應發給載貨證券。

第八十六條 載貨證券，應載明左列各款事項，由船長簽名。

一 船舶名稱及國籍。

二 託運人之姓名住所。



三 貨物之種類，品質，數量及其包皮之種類，個數及記號。

四 裝載港及目的港。

五 運費。

六 載貨證之份數。

七 填發之年月日。

第八十七條 載貨證券有數份者，在貨物目的港請求交付貨物之人，縱僅持有載貨證券一份，

船長不得拒絕交付。

不在貨物目的港時，船長非接受載貨證券之全數，不得為貨物之交付。

二人以上之載貨證券持有人請求交付貨物時，船長應即將貨物提存，並通知會

為請求之各持有人。

船長已依第一項之規定交付貨物之一部後，他持有人請求交付貨物者，對於其

賸餘之部分亦同。

第八十八條 載貨證券之持有人有二人以上者，其中一人先於他持有人受貨物之交付時，他

持有人之載貨證券，失其效力。

載貨證券之持有人有二人以上，而船長尚未交付貨物者，其持有先受發送或交

付之證券者，得先於他持有人行使其權利。

第八十九條 民法第六百二十七條至第六百三十條及第六百四十九條，關於提單之規定，於載貨證券準用之。

第九十條 船舶所有人，應担保船舶於發行時有安全航海之能力。

船舶所有人，為免除前項責任之主張時，應負舉證之責。

第九十一條 運送人對於禁運及偷運貨物之運送，應拒絕之。其貨物之性質，足以毀損船舶或危害海員或旅客之健康者，亦同。

違反前項之規定者，對於因此所生之損害負賠償責任。

第九十二條 船長發見未經報明之貨物，得在裝載港將其起陸，或使支付同一航程同種貨物應付最高額之運費。如有損害，並得請求賠償。

前項貨物，在航海中發見時，如係違禁物，或其性質足以發生損害者，船長得投棄之。

第九十三條 船舶發航後，因不可抗力不能到達目的地而將原裝貨物運回時，縱其船舶契約為去航及歸航之運送，託運人僅負擔去航運費。

第九十四條 船舶在航海中，因海上事故而須修繕時，如託運人於到達目的地前提取貨物者，

應付全部運費。

### 第九十五條

船舶在航海中遭難，或不能航海，而貨物仍由船長設法運到目的地時，如其運費較低於約定之運費者，託運人減支兩運費差額之半數。

如新運費等於約定之運費，託運人不負擔任何費用。如新運費高於約定之運費，其增高額，由託運人負擔之。

### 第九十六條

託運人因解除契約應付全部運費時，得扣除運送人因此減省費用之全部及另裝貨物所得運費四分之一。

### 第九十七條

因不可歸責於船舶所有人運送人或其代理人之事由所致之滅失或損害，船舶所有人運送人不負責任。

爲前項不負責之主張者，應負舉證之責。

### 第九十八條

託運人於載貨證券故意虛報貨物之性質或價值時，運送人或船舶所有人對於其貨物之滅失或損害，不負責任。

### 第九十九條

貨物未經船長或運送人之同意而裝載時，船舶所有人或運送人，對於其貨物之滅失或損害，不負責任。

### 第一百條

載貨證券之發給人，對於依載貨證券所記載應爲之行為，均應負責。

前項發給人，對於貨物之各連續運送人之行為，應負保證之責。但各連續運送人，僅對於其自己航程中所生之滅失、損害及遲到，負其責任。

## 第二節 旅客運送

第一百零一條 旅客之運送，除本節另有規定外，準用關於貨物運送之規定。

第一百零二條 旅客之膳費，包括於票價之內。

第一百零三條 船長應依船票所載，運送旅客至目的地。

船長違反前項規定時，旅客得解除契約。如有損害，並得請求賠償。

第一百零四條 旅客於發航前得給付票價三分之一，解除契約。但因死亡、疾病或其他基於本身不得已之事由，不能航海者，運送人得請求票價四分之一。

第一百零五條 旅客在船舶發航或航海中，不依時登船者，仍應給付全部票價。

第一百零六條 船舶不於預定之日發航者，旅客得解除契約。

第一百零七條 旅客在航海中，自願上陸者，仍負擔全部票價。其因疾病上陸或死亡時，僅按其已運送之航程，負擔票價。

第一百零八條 船舶因不可抗力，不能繼續航海時，船長應設法將旅客運送至目的地。

第一百零九條 船長在航海中，為船舶之修繕時，非以同等輪船完成其航海者，對於旅客，應無償

供給居住及給養。

第一百一十條 旅客死亡時，其在船上之行李，船長應以最利於繼承人之方法處置之。

### 第三節 船舶拖帶

第一百一十一條 共同或連接之拖船，因航海所生之損害，對被害人負連帶責任。但他拖船對於加害之拖船，有求償權。

第一百一十二條 拖船與被拖船如不屬於同一所有人時，其損害賠償之責任，應由拖船所有人負之。但契約另有訂定者，不在此限。

### 第五章 船舶碰撞

第一百一十三條 船舶之碰撞，不論發生於何地，皆依本章之規定處理之。

第一百一十四條 碰撞係因不可抗力而生者，被害人不得請求損害賠償。

第一百一十五條 碰撞係因于一船舶之過失所致者，由該船舶負損害賠償之責。

第一百一十六條 碰撞之各船舶，有共同過失時，各依其過失程度之比例，負其責任，不能判定其過失之輕重時，雙方平均負其責任。

第一百一十七條 有過失之各船舶，對於因死亡或傷害，所生之損害應負連帶責任。前二條責任，不因碰撞係由引水人之過失所致而受影響。

第一百二十八條 因碰撞所生之請求權，自碰撞日起算，經過兩年，不行使而消滅。

第一百二十九條 船舶碰撞，不論發生於何地，若被害爲中國船舶或中國人，在中國港口，河道或領

水內，不論何時，法院皆得扣押加害之船舶。

前項被扣押船舶得提供相當担保，請求放行。

第一百二十條 關於碰撞之訴訟，得向左列法院起訴。

一 被告之住所或營業所在地之法院。

二 碰撞發生地之法院。

三 被告船舶船籍港之法院。

四 船舶扣押地之法院。

#### 第六章 救助及撈救

第一百二十一條 船長於不甚危害其船舶，船員旅客之範圍內，對於淹沒或其他危難之人，應盡力救助。

違反前項之規定者，處三年以下之有期徒刑，或拘役。

第一百二十二條 對於船舶或船舶上所有財物，施以救助或撈救而有效果者，得按其效果請求相

當之報酬。

第一百二十三條 屬於同一所有人之船，間之救助或救撈，得請求報酬。

第一百二十四條 報酬金額，由當事人協議定之。協議不成時，得請法院定酬之。

第一百二十五條 前條規定，於施救人與船舶及施救人間之分配報酬之比例，準用之。

第一百二十六條 於實行施救中，救人者，對於船舶及財物之救助報酬金，有參加分配之權。

第一百二十七條 經以正當理由拒絕施救，而仍強爲施救者，不得請求報酬。

第一百二十八條 船舶碰撞後，各碰撞船舶之船長，於不甚危害其船舶、船員或旅客之範圍內，對於

他船舶海員及旅客，應盡力救助。

各該船長，除有不可抗力之情形外，在未確知繼續救助爲無益前，應停留於發生

災難之處所。

各該船長，應於可能範圍內，將其船舶名稱及船籍港，並開來及開往之處所，通知

於他船舶。

違反第一項之規定者，處五年以下有期徒刑。

## 第七章 共同海損

第一百二十九條 稱共同海損者，謂在海難中，船長爲避免船舶及積貨之共同危險所爲處分而直

接發生之損害及費用。

第一百三十條

因船舶或貨物固有瑕疵，或因利害關係人之過失所致之損害及費用其他關係人仍應分担之。但對於固有瑕疵，或過失之負責人，得請求償還。

第一百三十一條

裝載於甲板上之貨物經投棄者，不認為共同海損。但其裝載為航運種類或商業習慣所許者，不在此限。

前項貨物，若經撈救，仍應分担共同海損。

第一百三十二條

無載貨證券，亦無船長收據之貨物或未記載於屬具目錄之屬具，經投棄者，不認為共同海損。但經撈救，仍應分担共同海損。

第一百三十三條

運費因積貨之滅失或損害致減少或全無者，認為共同海損。但運送人因此減省之費用，應扣除之。

第一百三十四條

貨幣，有價證券及其他貴重物品，除經報明船長者外，不認為共同海損。

第一百三十五條

共同海損，應以所存留之船舶，積貨之價格，及運費之半額，與共同海損之損害額為比例，由各利害關係人分担之。

第一百三十六條

關於共同海損之分担額，船舶以到達地，達到時之價格為價格，積貨，以卸載地，卸載時之價格為價格。但關於積貨之價格，應扣除因滅失無須支付之運費及其他費用。

費用。



第一百三十七條 共同海損之損害額，以到達地，到達時之船舶價格，或卸載地卸載時之積貨價格定之。但關於積貨價格，應扣除因滅失或毀損無須支付之費用。

第一百三十八條 滅失或損害之貨物，於裝載時曾爲不實之聲明，而所聲明之價值少於實在價值者，其滅失或損害，以聲明之價值爲準。分擔額，以實在之價值爲準。聲明之價值，多於其實在之價值者，其滅失或損害，以實在之價值爲準。分擔額，以聲明之價值爲準。

第一百三十九條 船上所備糧食，武器，海員之衣物，薪資，及旅客之行李皆不分擔海損。

前項物品如被投棄，其損害，應由各關係人分擔之。

第一百四十條 共同海損之計算，由全體關係人協議定之。協議不成時，由商事公斷處或法院定之。

第一百四十一條 船長對於未清償分擔額之貨物所有人，得留置其貨物。但提供担保者不在此限。

第一百四十二條 利害關係人于受分擔後，復得其船舶或貨物之全部或一部者，應將其所受之分擔額，返還於關係人。但得將其所受損害及復得之費用，扣除之。

第一百四十三條 應負分擔義務之人，得委付其存留物而免分擔海損之責。

第一百四十四條 因共同海損所生之債權，自計算確定之日起，經過一年不行使而消滅。

## 第八章 海上保險

第一百四十五條 關於海上保險，本章無規定者，適用保險法之規定。

第一百四十六條 保險契約應以書面爲之，並應載明左列事項。

- 一 訂約之年月日。
  - 二 當事人之姓名及住所。
  - 三 所保危險之性質。
  - 四 保險責任開始之時日及保險期間。
  - 五 保險金額。
  - 六 保險費。
  - 七 無效及失權之原因。
- 利害關係人，皆得向保險人請求保險單之謄本。
- 第一百四十七條 得以貨幣估價之物，而屬於航海危險者，皆得爲保險之標的物。
- 第一百四十八條 保險期間除契約別有訂定外，關於船舶及其屬具，自船舶起錨或解纜之時以迄目的港投錨或繫纜之時，爲其期間，關於貨物，自貨物離陸之時以迄於其目的港起陸之時，爲其期間。

第一百四十九條 保險人得將其所保之險向他人爲再保險。

本章關於保險之規定，於再保險準用之。

第一百五十條 保險人對於保險標的物，因海上一切事變及災害所生之滅失損害及費用負其責任。

第一百五十一條 戰爭之危險，除契約有反對之訂定外，保險人應負責任。

第一百五十二條 保險於危險發生前，因可歸責於要保人或被保險人之事由而解除契約者，保險人得請求約定保險費之半數。

第一百五十三條 因要保人或被保險人或其代理人之重大過失所生之危險，保險人不負責任。

第一百五十四條 就危險之有無爲保險者，經證明在契約訂立前，要保人或被保險人已知船舶之滅失或被保險人已知船舶之安全到達者，其契約無效。

第一百五十五條 貨物保險時未確定裝運之船舶者，要保人或被保險人於知其已裝載於船舶時，應將該船舶之名稱及國籍，即通知於保險人。不爲通知者，保險契約失其效力。

第一百五十六條 要保人或被保險人於保險人破產時，得解除契約，但以保險人不提供担保者爲限。

第一百五十七條 關於船舶之保險，以保險人責任開始時之船舶價額，爲保險價額。

第一百五十八條 關於貨物之保險，以裝載地，裝載時之貨物價額，裝載費所納稅捐應付之運費保險費，及可期待之利得爲保險價額。

第一百五十九條 關於運費之保險，以運送契約內所載明之運費額爲保險價額。運送契約未載明時，以卸載時卸載港認爲相當之運費額，爲保險價額，以淨運費爲保險標的物，而其總額未經約定者，以總運百分之六十爲淨運費。

第一百六十條 關於因貨物之到達時應有利得之保險，其保險價額未經契約約定者，以保險金額視爲保險價額。

第一百六十一條 貨物之損害額，依其在到達港於完好狀態應有之價值與其受損狀態之價值比較定之。

第一百六十二條 受損害之船舶或貨物，由船長依第五十三條第五十四條之規定或因不可抗力而變賣者，以變賣價額與保險價額之差額，爲損害額。但因變賣後所減省之一切費用，應扣除之。

第一百六十三條 被保險船舶之委付，得於有左列各款情形之一時爲之。

- 一 船舶被捕獲或沉沒或破壞時。
- 二 船舶因海損所致之修繕費總額，達於船舶金額四分之一時。

三 船舶不能爲修繕時。

四 保險行雖不明或被官署扣押，已逾四個月仍未放行時。

第一百六十四條 被保險貨物之委付，得於有左列各款情形之一時爲之。

一 船舶因遭難或其他事變不能航海，已逾四個月而貨物尙未交付於受貨人，要保人或被保險人時。

二 裝運貨物之船舶行蹤不明，已逾四個月時。

三 因應由保險人負保險責任之損害，於航海中變賣貨物，達於其全價值四分之三時。

四 貨物之毀損或腐壞，已失其全價值四分之三時。

第一百六十五條 運費之委付，得於船舶行蹤不明，已逾四個月時爲之。

第一百六十六條 專就戰事危險爲保險者，被保險之船舶，貨物或運費之委付，得在被捕獲或被扣留時爲之。

第一百六十七條 委付應就保險標的物之全部爲之。但僅一部發生委付之原因者，得就其一部份爲之。

委付不得附有條件。

第一百六十八條 委付經承諾或經判決爲有效後，自發生委付原因之日起，保險標的物即視爲保險人所有。

第一百六十九條 被保險之船舶，於依第一百六十三條第四款之規定爲委付後歸來者，保險人仍應給付保險金額。

第一百七十條 要保人或被保險人於知保險之危險發生後，應即通知保險人。

第一百七十一條 保險人應於收到要保人或被保險人證明文件後三十日內，給付保險金額。

保險人對於前項證明文件如有疑義，而要保人或被保險人提供担保時，仍應將保險金額全部給付。

前項情形，保險人之保險金額返還請求權，自給付後經過一年不行使而消滅。

第一百七十二條 要保人或被保險人自接到貨物之日起，一個月內，不將貨物所受損害通知保險人或其他代理人時，視爲無損害。

第一百七十三條 委付之權利，於知委付原因發生後自得爲委付之日起，經過四個月不行使而消滅。

第一百七十四條 因保險契約所生之請求權，除本法另有規定外，自得爲請求之日起，經過兩年不行使而消滅。

海商法施行法（十九年十一月二十五日公布二十年一月一日施行）

第一條 海商事件發生在海商法施行以前者，除本施行法有特別規定外，不適用海商法。

第二條 海商法第四條所規定之各項文書，其格式由交通部定之。

第三條 海商法第四條所規定之圖籍證書，在未能發給以前，以交通部船舶執照代之。

第四條 海商法第十一條及第三十七條之規定，在未能依法登記前，不適用之。

第五條 海商法第二十七條至第三十二條之規定，其債權發生在海商法施行以前者，亦適用之。

第六條 海商法第三十五條第三十六條及第三十八條之規定，其抵押權設定在海商法施行以前者，亦適用之。

第七條 海商法第一百一十三條至第一百二十條之規定，其碰撞發生在海商法施行以前者，亦適用之。

第八條 海商法第一百六十三條至第一百六十九條及第一百七十三條之規定，其委付之原因發生在海商法施行以後者，雖保險契約成立在海商法施行以前，亦適用之。

第九條 本施行法自海商法施行之日施行。

船舶法（十九年十二月四日國民政府公布二十年七月一日施行）

第一章 通則

第一條 本法所稱船舶，依海商法之規定。

第二條 非中國船舶，不得懸掛中華民國國旗。

第三條 除有左列各款情形之一者外，非中國船舶，不得在中華民國港灣口岸停泊。

一 法律有特別規定者。

二 經中華民國政府許可者。

三 爲避難者。

第四條 船舶非領有船舶國籍證書，或船舶臨時國籍證書，不得航行，但遇左列各款情事之一，

經主管航政官署許可者，不在此限。

一 試航時。

二 丈量噸位時。

三 有正當事由時。

第五條 船舶非經領有船舶國籍證書，或船舶臨時國籍證書，不得懸掛中華民國國旗，但遇左



列各款情事之一時，不在此限。

一 中華民國國慶日或紀念日。

二 停泊外國港口時遇該國國慶日。

三 除前兩款外應表示慶祝或敬意時。

四 舉行進水儀式時。

五 依前條之規定准其航行時。

第六條 船舶應備具左列各款標誌。

一 船名。

二 船籍港名。

三 船舶登記噸數。

四 船舶登記號數。

五 吃水尺度。

前項標誌，不得毀壞塗抹，但為避免捕獲起見者，不在此限。標誌事項，因登記事項之變更而發生變更時，應即行改正。

第七條 船舶應備具左列各款文書

- 一 船舶國籍證書。
- 二 船舶登記證書。
- 三 船舶檢查證書。
- 四 船舶噸位證書。
- 五 海員證書。
- 六 海員名冊。
- 七 旅客名冊。
- 八 運送契約及關於裝載貨物之書類。
- 九 屬具目錄。
- 十 航海記事簿。

第八條 船名由船舶所有人自定，但不得與同一船籍港之他船名相同，或字音相混。

## 第二章

第九條 船舶應於初次航行未開始時，航行期間屆滿時，及航行期間內遇必要時，施行檢查。

初次航行未開始時，及航行期間屆滿時之檢查，由船舶所有人聲請船舶所在地之主管航政官署施行之。航行期間內之檢查，由船舶所在地之主管航政官署依職權施行。

之。

第十條 已受檢查之船舶航行期間，輪船以三個月以上，一年以內爲限。航船以六個月以上，三年以內爲限。逾限非重經檢查合格，不得航行。其在航程中限滿者，應於限滿後最初到達之港，聲請該港之主管航政官署施行檢查。

第十一條 船舶檢查，由主管航政官署委派檢查員於船舶所在地施行之。

交通部認爲必要時，不依前項之規定，特派檢查員施行之。

第十二條 檢查員依照船舶檢查章程之規定，施行檢查後，認爲合格時，應將指定航路，搭載人額，汽壓限制，及航行期間，分別開列呈請主管航政官署，給予船舶檢查證書。

第十三條 主管航政官署，得隨時委派檢查員到船查驗，如認爲有不合法令規定情形，或航海上易生危險或障礙，急需檢查時，得令其暫時停止航行。

第十四條 船長發見船舶之船身不固，或屬具不完備，或其他事由，足致航海上易生危險或障礙時，應聲請所在港或發見後最初到達港之主管航政官署施行檢查。

第十五條 船舶所有人對檢查之結果，如有不服時，得聲敘事由，呈請交通部特派檢查員施行再檢查，在再檢查未決定以前，不得變更船舶之原狀。

第十六條 中國人民所租用在中國各港間或中國與外國間航行之外國船舶，依交通部命令之

規定，施行檢查。

第十七條

外國船舶，自中國港載客貨出發者，應由船長向該港之主管航政官署呈驗，該船舶之檢查證書，如經驗明該證書有効期間已屆滿時，應由該官署施行檢查。

第十八條

前二條所定之船舶，經檢查合格，發給證書後，方得航行。

第三章 船舶丈量

第十九條

船舶應於請領國籍證書前，由船舶所有人，向船舶所在地之主管航政官署聲請丈量。

第二十條

船舶如係在外國製造，或取得者，應於最初到達之中國港，依前條之規定，聲請丈量。

第二十一條

業經登記之船舶，遇船身式樣或容積有變更，或察覺噸位計算有錯誤時，船舶所有人，應於變更完畢或發覺之日起，一個月以內，依第十九條之規定，重行聲請丈量，其由主

管航政官署發覺者，應由該官署之職權重行丈量。

第二十二條

外國船舶由中國港載運客貨出發者，應由船長向該港之主管航政官署呈驗該船舶之噸位證書，除該國丈量程式與中國丈量程式相同，或互相承認者外，應由該官署施

行丈量。

第二十三條

船舶丈量後，應由主管航政官署發給，或換給船舶噸位證書。

第四章 船舶國籍證書

第二十四條 船舶所有人應於領得船舶檢查證書及船舶噸位證書後，自行認定船籍港。依船舶登記法之規定，爲所有權之登記。

第二十五條 船舶依前條之規定登記後，主管航政官署，除依船舶登記法之規定，發給登記證書外，應呈請交通部發給船舶國籍證書。

第二十六條 船舶國籍證書，如遇遺失、破損，或登記事項變更時，船舶所有人，應自發覺之日起，三十日內，向船籍港之主管航政官署，聲請補發或換發。

第二十七條 船舶在船籍港以外之中國港或外國港停泊中，發生前條情事時，該船舶之船長，應向該國之主管航政官署，或中國領事館，聲請發給船舶臨時國籍證書。在航行中發生前條情事時，該船舶之船長，得向到達國之主管航政官署，或中國領事館，爲前項之聲請。

第二十八條 遇前條情事，船舶所有人，應於該船舶到達船籍港後十日內，向主管航政官署繳銷船舶臨時國籍證書，換領船舶國籍證書。

第二十九條 業經登記之船舶，如遇滅失、沉沒，或被捕或喪失國籍時，船舶所有人，應自發覺之日起三十日內，向船籍港之主管航政官署聲請註銷登記。除船舶國籍證書確經遺失者外，並應繳還證書。船舶失蹤經六個月尚無着落者，亦同。

遇前項情事，逾期不聲請註銷登記，及繳還證書者，該主管航政官署，得定一個月以內

之期限催令註銷及繳還逾期仍不遵照辦理而無正當理由者得依職權註銷之並註銷其證書。

第三十條 在中國甲港或外國港取得船舶，而認定中國乙港爲船籍港者，應向船舶所在港之主管航政官署，或中國領事館聲請發給船舶臨時國籍證書，俟到達船籍港後，依第二十四條之規定，聲請登記，並繳銷船舶臨時國籍證書。

第三十一條 船舶臨時國籍證書之有効期間，在國外發給者，不得超過一年，在國內發給者，不得超過六個月，但遇不得已事故時，限滿得聲請展限。

第三十二條 船舶國籍證書之有効期間，無論已否屆滿，一經到達船籍港，卽失其効力。

#### 第五章 罰則

第三十三條 違反第三條之規定者，處船長二千元以下之罰金，其情節重大者，並得沒收其船舶及所載貨物。

第三十四條 希圖假冒國籍，違反第二條之規定者，處船長一千元以下之罰金，其情節重大者，並得沒收其船舶。

第三十五條 以虛僞事實，聲請登記檢查或丈量，因而取得船舶國籍證書，船舶登記證書，船舶檢查證書，或船舶噸位證書者，處一年以下有期徒刑，或一千元以下之罰金。

第三十六條 違反第四條或第五條之規定者，處船長五百元以下之罰金。

第三十七條 違反第六條之規定者，處船舶所有人五百元以下之罰金。

第三十八條 違反第二十六條或第二十七條之規定者，處五百元以下之罰金。

第三十九條 有左列各款行爲之一者，處船長一千元以下之罰金。

一 船舶未經領有船舶檢查證書而航行者。

二 無故不遵守指定之航路或航間行期或超過汽壓限制者。

三 拒絕檢查員之臨時查驗或違背停止航行之命令者。

四 違反第十八條之規定者。

第四十條 有左列各款行爲之一者，處船長五百元以下之罰金。

一 違反第七條之規定者。

二 船舶未將屬具整備完妥而航行者。

三 所載旅客，超過限定人類者。

第四十一條 本法關於船長之罰則，於代理船長或執行船長職務者準用之。

## 第六章 附則

第四十二條 船舶檢查章程，船舶丈量章程，及船舶國籍證書章程，由交通部定之。

第四十三條 本法施行日期，以命令定之。

## 船舶登記法（十九年十二月國民政府公布）

### 第一章 總則

第一條 本法所稱船舶，依海商法之規定。

第二條 船舶登記，由船籍港主管航政官署行之。

第三條 船舶關於左列權利之保存、設定、移轉、變更、限制、處分、或消滅，均應登記。

一 所有權。

二 抵押權。

三 租賃權。

第四條 船舶應行登記之事項，非經登記不得對抗第三人。

第五條 登記應由登記權利人，及登記義務人，或其代理人，共同向主管航政官署聲請之。

由代理人聲請登記時，應提出本人簽名之授權書。

第六條 因判決確定或繼承遺產之登記，應取具證明文件，由登記權利人一方聲請之。

第七條 官署或自治團體，為登記權利人時，由登記權利人，取具登記義務人之承諾字據，或他



項證據，聲請登記。

第八條 官署或自治團體，為登記義務人時，登記權利人取具該官署或自治團體證明登記原

因之文據，得聲請登記。

第九條 因官署或自治團體，執行拍賣或公賣處分，為所有權移轉之登記時，登記權利人取具

該官署或自治團體證明登記原因之文據，得聲請登記。

第十條 聲請登記，應呈送左列文件。

一 聲請書。

二 證明登記原因之文件。

三 曾經登記者其登記證明書。

四 登記原因與第三人有關係者其證明文件。

五 登記義務人之權利登記證明文件。

證明登記原因之文件，如係有執行力之判決時，無須提出前項第四款及第五款之文件。

第十一條 聲請書應開具左列事項，由聲請人簽名。

一、船舶種類名稱及其載量。

二 船籍港。

三 登記原因及其年月日。

四 登記之目的。

五 證明登記原因文件之件數。

六 登記費之數額。

七 登記之官署。

八 聲請之年月日。

九 聲請人之姓名、籍貫、住所、職業，聲請人如爲法人時，其名稱及事務所。

十 有船舶經理人時，其經理人之姓名、籍貫、住所。

十一 由代理人聲請時代理人之姓名、籍貫、住所、職業。

第十一條 登記聲請書，應由主管航政官署照定式印刷發行。

第十三條 登記原因附有特約者，應於聲請書內一併敘明。

第十四條 登記權利人不止一人時，聲請書內應載明各人應有部份。

第十五條 登記原因本無文據，或雖有而不能提出者，應于聲請書內敘明事由，取具保證書，並添

具聲請書副本。

前項保證書，應敘明聲請人確無假冒及原文件不能呈出之實情，由二人以上之保證人簽名，其保證人以在同一船籍港區域內，已有船舶所有權登記之成年人為限。

第十六條 聲請登記，須附呈第三人承諾之字樣者，應由第三人于聲請書內簽名。

第十七條 數船舶同時登記，如其登記原因及登記目的，均屬相同者，得於同一聲請書聲請登記。

第十八條 關於登記義務人之權利，登記證明文件滅失時，應於聲請書內敘明其事由，並由登記義務人取其保證書二份，連同聲請書一併呈送。

第十九條 聲請登記遇有左列情形之一者，應予駁回，但經聲請人遵令依限補正時，仍應依原次序登記之。

- 一 聲請事件不在管轄之內者。
- 二 聲請事件不在應行登記之列者。
- 三 當事人不遵令親到受詢問或代理人權限不明者。
- 四 聲請書不合程式者。
- 五 聲請書所載當事人船舶或權利之標示或關於登記原因之事項與登記簿或證明登記原因之文件不符者。
- 六 聲請時必要之文件未備者。

七 未繳納登記費者。

## 第二十條

主管航政官署登記完畢，應即發給登記證明書於聲請人。

登記證明書應記載左列各款，及登記完畢字樣，並鈐用主管航政官署印。

一 登記人姓名住所。

二 登記號數。

三 收件年月日及號數。

四 船舶之標號。

五 船籍港。

六 登記原因及其年月日。

七 登記目的。

八 權利先後欄數。

九 登記年月日。

## 第二十一條

由登記權利人一方聲請登記時，主管航政官署登記完畢，應即用登記通知書，通知登記義務人。

## 第二十二條

登記員登記完畢後，發現登記有錯誤或遺漏時，應速通知登記權利人及登記義務人。

第二十三條 因左列情形之一，未能正式登記者，得爲暫時登記。

一 未具備聲請登記程序上必要之條件時。

二 預爲保留以船舶權利之設定移轉變或消滅爲目的之請求權時。

三 請求權附有期限或條件，或有將來始行確定之情形者亦同。

第二十四條 暫時登記，得由登記權利人取其登記義務人之承諾字據聲請之。不能取具承諾字據者，應聲明事由，並提出證明登記原因之文件。

者，應聲明事由，並提出證明登記原因之文件。

第二十五條 登記人之姓名名稱住所或籍貫等有變更時，應取具證明文件連同聲請書聲請附記登記。

第二十六條 權利變更之登記與第三人有利害關係時，應添具第三人承諾之字據，連同聲請書，聲請附記登記。

第二十七條 聲請更正登記與第三人有利害關係時，準用前條之規定。

第二十八條 主管航政官署，受理設定抵押權、租賃權或權利變更之聲請時，除分別登記外，應於所有權登記證明書上註明之。

第二十九條 登記簿一部，或全部滅失時，應由主管航政官署呈請交通部酌定三個月以上之期限，由主管航政官署公告登記權利人爲回復登記之聲請，依限聲請者，仍保持其原有之

登記次序。

第三十條 爲前條回復登記之聲請時，得僅由登記權利人檢具原登記證明書聲請之。

第三十一條 同一船舶有二個以上之同種權利登記者，其權利先後除法令別有規定外，以登記之先後爲準。

第三十二條 登記之先後，在登記用紙中，爲同部者，以權利先後欄爲準，爲異部者，以收件號數爲準。已爲暫時登記者，其正式登記之次序，應依暫時登記之次序，但在正式登記以前，其暫時登記不發生登記之效力。

第三十三條 附記登記之次序，應依主登記之次序，但附記登記間之次序，應依其登記之先後。

## 第二章 所有權登記程序

第三十四條 初次聲請登記所有權者，應取具證明，其爲所有人之文據，但聲請書無須填具第十條第二款至第五款所列之事項。

第三十五條 初次聲請登記所有權者，應取具主管航政官署所給之船舶噸位證書，及船舶檢查證書，連同聲請書，一併呈送其在本國製造之船舶，如有抵押權者，應取具船舶製造地主管航政官署所給之登記抵押權證明文件，連同聲請書一併呈送。

第三十六條 聲請登記所有權時，登記權利人之國籍，有疑義者，應出具切結聲明，確無冒認中華民國

國籍情事，連同聲請書一併呈送。

### 第三十七條

初次聲請登記所有權時，應記載左列各款，於聲請書船舶標示欄內。

- 一、船舶之種類及名稱。
- 二、取得國籍之年月日但在本國製造者不在此限。
- 三、船質。
- 四、總噸數或担數。
- 五、登記噸數或担數。
- 六、進水之年月日。
- 七、汽機之種類及其數目。
- 八、推進機之種類及其數目。

如係帆船，除載明前項第一款至第六款外，應載明帆桅數目。

### 第三十八條

聲請登記所有權時，登記權利人如為法人，應將法人成立之登記憑證，或其影本，連同聲請書一併呈送。

### 第三十九條

初次聲請登記所有權時，如其船舶為二人以上共有者，聲請書內應載明各人之應有部分，及船舶經理人姓名住所。

登記後船舶所有人，如將其所有權之一部分，移轉於他人時，應用前項之規定。

#### 第四十條

第三十七條所載各款，或船籍港，或船舶經理人有變更時，均應檢具所有權、登記證明書、聲請附記登記。

前項情形如該船舶已登記，有抵押權或租賃權時，應取具該登記權利人之承諾字樣，連同聲請書一併呈送。

#### 第四十一條

主管航政官廳受理前條聲請時，除爲附記登記外，應於所有權登記證明書上註明之。

#### 第四十二條

因變更船籍港而聲請登記時，應檢具舊船籍港登記航政官署所給之登記簿謄本書，同聲請書一併呈送。

#### 第四十三條

船舶經理人變更之登記，由原登記人聲請之。

#### 第四十四條

船舶經理人之姓名住所或籍貫，變更之登記，應取具證明文件自行聲請之。

#### 第四十五條

所有權移轉之登記，如其有關係，因而消滅時，應註銷船舶經理人之登記。

#### 第四十六條

有左列情事之一時，所有權之登記人，應聲明事由敘述證明文件，聲請註銷登記。

一 船舶滅失或沉沒時。

二 船身拆散時。

三 船舶蹤跡不明，經過六個月時。



#### 四 船舶喪失中華民國國籍時。

#### 第三章 抵押權及租賃權登記程序。

第四十七條 因抵押權之設定，而聲請登記者，聲請書內應記明債權金額，其訂有清償時期，及利息或附帶條件，或其他特約者，均應一併登記。

第四十八條 因抵押權之設定，而聲請登記者，如已有抵押權之登記在前時，聲請期內應聲明其已登記之抵押權。

第四十九條 因抵押權之設定，而聲請登記者，如設定人非為債務人時，聲請人應載明債務人之姓名年齡籍貫住所。

第五十條 因抵押權之設定，而聲請登記者，如所担保之債權非金錢債權時，聲請期內應聲明債權之估價。

第五十一條 以數船舶共同担保債權，而聲請登記者，應另具共同担保目錄，將各船舶分任擔保之部分，詳細列明，由申請人簽名，共同担保，目錄如有數頁，每頁騎縫處，均應簽名，聲請人不止一人時，得由一人為之。

第五十二條 因抵押權之移轉，而聲請登記者，如其移轉係因一部債權之讓與，或代為清償時，聲請書內應聲明其讓與或代為清償之債額。

第五十三條

登記製造中船舶之抵押權，應記載左列各款於聲明書，向製造地主管航政官署聲請之。

一 船舶之種類。

二 龍骨之長度，如係以担數表示容量者，應載其船舶長度。

三 計畫之寬度及深度。

四 計畫之容量。

五 製造地。

六 造船者之姓名住所，如造船者爲法人時，其名稱及事務所。

七 登記原因及其年月。

八 登記之目的。

九 登記之官署。

十 聲請之年月日。

十一 聲請人之姓名年齡籍貫住所，如係法人時，其名稱及事務所。

十二 由代理人聲請時代理人之姓名年齡籍貫住所。

關於前項第一款至第六款，應附呈造船者所給之憑證。

#### 第五十四條

因租賃權之設定，而聲請登記時，聲請書內應載明租金數額，其定有存續期間，或付租時期，或許可轉租，或其他之特約者，均應載明，因轉租而聲請登記者，如其轉租之許可，未經登記時，聲請書內除前項所列事項外，並應加具原出租人之承諾字據。

#### 第五十五條

為登記所有權之船舶，如在製造中，已有抵押權之登記者，其船籍港不屬於登記抵押權之主管航政官署管轄時，聲請書內，應附具登記抵押權之影本，及登記抵押權利人之承諾字據。

#### 第五十六條

船長依據海商法第五十四條規定，設定抵押權而聲請登記者，在國內以當地主管航政官署為登記官署，在國外以最近之中國領事官署為登記官署。

#### 第五十七條

船長為前條聲請時，應於其聲請書內，載明設定抵押權之事由，如有證明代理權之文件時，應一併呈送主管航政官署，於登記完畢後，應將證明代理權之文件發還。

#### 第四章 註銷登記程序

#### 第五十八條

登記權利遇有第四十六條第一款至第三款情形，而登記義務人死亡時，由登記權利人聲請註銷登記，但應加具登記義務人之死亡證明書。

#### 第五十九條

登記權利人，因登記義務人蹤跡不明，不能共同為註銷登記之聲請時，登記權利人得聲請該船籍港之主管航政官署，酌定相當期間公告之，公告期滿後，得僅由登記權利

人聲請註銷登記。

第六十條 註銷暫時登記，由暫時登記人聲請之，但利害關係人加具暫時登記人之承諾書，或其他證明書者，亦得聲請之。

第六十一條 註銷登記於第三人有利害關係時，聲請人應加具第三人之承諾書，或其他證明書。

### 第五章 登記費

第六十二條 聲請船舶登記時，應依左列各款分別繳納登記費。

一 因遺產繼承取得所有權者，船舶價值千分之二，但非配偶或直系親屬繼承者千分之三。

二 因贈與及其他無償名義，取得所有權者，船舶價值千分之十，但公益事業因捐助而取得者千分之二。

三 因前二款以外之原因，取得所有權者，船舶價值千分之四。

四 為所有權之保存者，或共有船舶之分割者，船舶價值千分之一。

五 取得抵押權者，債權金額千分之二。

六 租賃權存續期間，未滿十年者，船舶價值千分之一，存續期間十年以上者，船舶價值千分之二，存續期間無定者，船舶價值千分之一，因租賃權轉租而登記者，其已

經過之期間，應自存續期間中扣除，以其餘期，視為存續期間，計算登記費。

七 暫時登記每件國幣一元。

八 附記登記每件國幣五角。

九 更正登記每件國幣五角。

十 註銷登記每件國幣五角。

十一 回復註銷之登記每件國幣五角。

第六十三條 聲請移轉或註銷船籍港時，應依左列各款分別繳納登記費。

一 轉籍每十噸一角。

二 銷籍每十噸五分。

前項噸數依總噸數計算，不足十噸以十噸計。

以担數標示容量者，每百担以十噸計。

## 第六章 附則

第六十四條 聲請人或利害關係人，對於處理登記之主管航政官署，認為有違法或不當之處分時，

得依法提起訴願或行政訴訟。

第六十五條 聲請給與登記簿謄本或節本者，應繳納抄錄費，其聲請郵寄者，並應繳納郵費。

第六十六條 聲請閱覽登記簿，或其附屬文件者，應繳納閱覽費。

第六十七條 本法施行細則，由交通部定之。

第六十八條 本法施行日期及其區域，以命令定之。

### 船舶登記法施行細則（二十年六月五日部令公布）

#### 第一章 船舶登記簿冊

第一條 航政局應設置船舶登記簿，以船籍港區別之。

第二條 船舶登記簿每頁分爲登記號數欄，及船舶標示所有權抵押租賃權等四部，除船舶

標示部外，其餘各部，應分爲事項欄及權利先後欄。

登記號數欄，記載該船舶登記次序。

船舶標示部，記載船舶登記法第三十七條所規定船舶之標示及其變更事項。

所有權部之事項欄，記載關於船舶所有權之事項。

抵押權部之事項欄，記載關於船舶抵押權之事項。

租賃權部之事項欄，記載關於船舶租賃權之事項。

各部之權利先後欄，記載事項欄內所載登記事項之先後。

第三條 船舶登記簿，應依次編列號數，記明於簿面，并於簿面及每頁騎縫處，加蓋航政局局印，

#### 第四條

簿面之裏面，記明頁數，由主管人員簽名。

航政局除船舶登記簿外，應設置左列簿冊。

- (一) 船舶所有人名簿。
- (二) 船舶共有人名簿。
- (三) 船舶特別登記簿。
- (四) 船舶特別共有人名簿。
- (五) 船舶回復登記簿。
- (六) 船舶補充登記簿。
- (七) 船舶登記案隱簿。
- (八) 船舶登記收件簿。
- (九) 登記證明書給與簿。
- (十) 登記謄本節本給與簿。
- (十一) 登記通知簿。
- (十二) 各種通知簿。
- (十三) 印章簿。

(十四) 聲請文件收據存根簿。

(十五) 聲請文件檔案簿。

(十六) 保證書檔案簿。

(十七) 共同担保目錄檔案簿。

(十八) 登記費收入簿。

(十九) 登記費收據存根簿。

(二十) 調查筆錄檔案簿。

(二十一) 登記閱覽簿。

(二十二) 繳還收據檔案簿。

前項各款簿冊得編訂索引目錄。

船舶登記收件簿之號數，每年一月一日更新之。

第五條 各種簿冊，均應編定頁數，遇有筆誤時，得由主管人員蓋章改正，不得扯毀。

第六條 聲請人不止一人時，收件簿得僅記載其首列人姓名及此外若干名。

前項情形發給文件及費用之收據時，僅發給其首列人。

第七條 各種船舶登記簿冊，一部或全部，因天災事受滅失時，航政局應即將滅失之冊數頁數



滅失事由，及回復登記所需之期限，呈報交通部核辦。

## 第二章 登記聲請書

第八條 聲請書有數頁時，聲請人應於其騎縫處蓋章，聲請人不止一人時，由首列人爲之。

第九條 聲請書應記載其必要之事項，及登記費之數額。

第十條 船舶所有人應於聲請登記時，將其印鑑呈送航政局備查，印鑑更換時亦同。船舶所有人係法人時，應將法人登記所用之印鑑呈送航政局備查。

前二項之規定，不適用於官署。

第十一條 登記人請求證明其登記事項，並無變更，或並無某種事項之登記時，應提出聲請書二份，載明請求證明之事項及年月日，由聲請人簽名蓋章。

前項聲請書二份，以一份存案備查，其餘一份注明此項聲請業經本局註明字樣，加蓋局印，發還聲請人。

第十二條 航政局接受聲請書時，應將收件年月日收件號數聲請人姓名登記之目的，記載於收件簿，并將收件年月日，收件號數，記載於聲請書。

前項收件號數應按收到之先後編定之。

航政局收到聲請書後，應給與收據，記明事由件數號數及年月日。

前項收據聲請人應于領還證據文件時檢還之。

第十三條 航政局對於聲請書所載事實，應爲必要之調查。

### 第三章 登記程序

第十四條 登記先後，應按收件號數之次序爲之。

第十五條 事項欄之登記，應依次記載號數於權利先後欄。

第十六條 船舶標示部之登記，應記載收件年月日，收件號數，登記目的，及聲請書所載關於船舶之標示。

事項欄之登記，應記載收件年月日，收件號數，登記權利人姓名住所，登記原因，及其年月日，登記目的，並聲請書所載關於權利應行記載之事項。

登記員於前二項登記完畢時，應於其後加蓋名章。

第十七條 爲前條登記後，應於權利先後及事項二欄作縱線與餘白分界。

第十八條 登記權利人不止一人時，登記簿中得僅記載聲請書首列人姓名住所，及此外若干名，其餘姓名住所，記載於共有人名簿登記，義務人不止一人時亦同。

第十九條 附記登記之權利先後欄，應與主登記之欄數相同，但應於主登記欄內記明附記登記之號數。

第二十條 暫時登記，應登記於相當之事項欄內，但其左方須留餘白。

暫時登記後爲正式登記時，應登記於前項餘白。

第二十一條 依船舶登記法第二十五條或第四十條爲附記登記時，應將前記已經變更之事項註銷之。

第二十二條 依船舶登記法第二十九條所定之期限內，爲回復登記時，應將回復登記簿，將原登記號數權利先後欄數，收件年月日，收件號數，各爲相當之登記，並將回復登記事由，附記於登記證明書。

第二十三條 回復登記簿，應於船舶登記法第二十九條所定期限屆滿時截止之，其登記事項，應移載於新登記簿相當部欄，註明移載之年、月、日，並將新登記簿之號數，附記於原登記證明書。

第二十四條 登記簿某一部欄登記已滿時，應將該部欄續記事項，登記於補充登記簿，仍用原號數，並於已滿之部欄左方，註明補充登記簿之冊數頁數。

第二十五條 船舶轉籍之登記，如同屬於一航政局管轄時，應將原船籍港登記簿內之事項，移載於新船籍港登記簿，其登記號數欄內，須註明原船籍港名及其原登記號數，前項情形所移載之事項，應將轉籍證書收件之年、月、日，註明於船舶標示部，由登記員加蓋名章。

原船籍港登記簿內關於該船舶登記之記載，應於移載後截止。

第二十六條 依船舶登記法第四十六條，為註銷登記時，應於登記簿中，塗銷登記號數及標示事項，

并於船舶標示部註明註銷原因。

第二十七條 滅失船舶，在滅失前，曾與他船舶共同為租賃或抵押者，應於他船舶登記簿相當事項

欄內，記明滅失原因及其年月日。

前項情形，他船舶船籍港，屬於他航政局管轄時，應即通知該航政局為前項之登記。

第二十八條 製造中船舶為抵押權登記時，應記載於特別登記簿。

第二十九條 前條登記，應於登記號數欄內記載其號數，船舶標示部內記載登記義務人之姓名住

所，事項欄內記載聲請登記抵押權之事由。

第三十條 在製造中，已有抵押權登記之船舶，為所有權登記時，應於登記所有權後，將抵押權之

登記，移載於船舶登記簿，並記明年月日，由登記員加蓋名章。

為前項登記後，特別登記簿之記載，應即截止。

第一項之登記，其船籍港不屬於登記抵押權之航政局時，登記員應據特別登記簿之

謄本，將其抵押權之事項，記載於登記簿。

第三十一條 截止登記時，應將截止之事由及其年月日，記載於船舶標示部內，由登記員加蓋名章，

並將船舶之標示及登記號數塗銷之，同時於索隱簿之備考欄內，記明其事由。

### 第三十二條

依船舶登記法第五十六條之規定，爲登記時，應記載於特別登記簿。

### 第三十三條

前條登記應於登記號數欄內記載其登記證明書之號數，船舶標示部內記載船舶之種類名稱容量，及其船籍港事項欄內，記載船舶所有人之姓名住所及登記抵押權之事由。

前項登記後，應即截止記載，將謄本移送主管船籍港之航政局。

航政局收到前項謄本時，應移載於登記簿，並記明其事由及年月日，由登記員加蓋名章。

### 第三十四條

依船舶登記法第三十九條之規定，爲登記時，應於共有人名簿姓名住所欄船名欄及應有部分欄內，依聲請書所載次序，記載其姓名、住所、船名及應有部分號數欄內，記載號數。備考欄內，記載聲請書之收件年月日及收件號數。登記簿冊數、頁數、權利先後欄數，由登記員加蓋名章。

前項記載完畢後，應註明以上若干名字樣。

登記原因未記明應有部分者，應於應有部分欄劃一橫線。

### 第三十五條

共有人名簿登記完畢時，應於登記簿事項欄之後，註明共有人名簿之冊數頁數及號

數。

第三十六條 因共有人姓名住所有變更，或部分有移轉變更，而為登記時，除於登記簿登記外，應於共有人名簿備考欄內，記載登記目的之新事由，聲請書收件年月日，收件號數，及權利先後欄數，由登記員加蓋名章，並註銷業經變更之事項。

第三十七條 前條情形，如備考欄無餘白時，應補充用紙，仍用原號數記載其新事由，收件年月日，收件號數，及權利先後欄，並於其左方註明，係與某共有人名簿某冊某頁連續字樣，由登記員加蓋名章。

第三十八條 共同担保目錄，應於其書面餘白處，記明聲請書之收件年月日，收件號數。

第三十九條 因讓與或捨棄權利先後次序，而為變更登記時，應於事項欄記明其事由，聲請書年月日，收件號數，並於權利先後欄數字之左方，以數字標明其變更登記之次序，由登記員加蓋名章。

第四十條 為附記登記時，應於主登記之權利先後欄數字之左方，標明附記號數。

#### 第四章 登記簿之閱覽及謄本節本

第四十一條 聲請給與登記簿之謄本或閱覽登記簿，或其附屬文件者，應依式填寫聲請書，向該管航政局聲請之，航政局接受前項聲請時，應依其收件號數之次序，速為相當之處理。

第四十二條 登記簿之謄本，應與登記簿同一格式謄錄全部記載，但業經註銷之部分，得省略之。

第四十三條 登記簿之謄本或節本製成時，應分別記載左列字樣及年月日，由登記員加蓋名章。

(一) 謄本應記明右謄本係照某船籍港登記簿某號謄錄無誤字樣。

(二) 節本應記明右節本係照某船籍港登記簿某號謄錄無誤字樣。

第四十四條 給與登記簿之謄本或節本時，應於給與簿記載謄本或節本之區別件數，給與年月日，及聲請人姓名，並將謄本或節本與該簿，加蓋騎縫印。

移送謄本或節本於他航政局時，準用前項規定。

第四十五條 登記員對於閱覽聲請書所敘理由，認為不正當時，得駁斥其聲請，並將駁斥理由，記入聲請書。

第四十六條 閱覽人對於登記簿或附屬文件記載，如有疑義時，得請求登記員說明。

#### 第五章 附則

第四十七條 本細則所定各項簿冊，及聲請書格式，依附式之規定。

第四十八條 本細則自船舶登記法施行之日施行。

船舶國籍證書章程（二十年六月五日部令公布）

第一條 本章程依船舶法第四十二條之規定制定之。

第二條 中國船舶，應由航政局依船舶法第二十五條之規定，呈請交通部發給船舶國籍證書。

船舶國籍證書，依第一號書式爲之。

第三條 航政局爲前條之呈請時，應將船舶檢查證書，船舶噸位證書，及船舶登記證明書各原本，一併呈送交通部備查。

第四條 船舶國籍證書所載事項有變更時，船舶所有人應照第三號書式填具聲請書，呈由該管航政局，就原證書分別改正，但船名或船舶所有人變更時，應由航政局轉呈交通部換發新證書。

第五條 船舶國籍證書，如遇遺失或破損時，應聲敘事由，呈請該管航政局轉呈交通部補發或換發。

第六條 船舶所有人於領得換發證書時，應迅將舊證書繳由該管航政局，呈部註銷。

第七條 船舶臨時國籍證書，依照第二號書式，由交通部製定，發交各航政局或領事館備用。

第八條 船長依船舶法第二十七條之規定，聲請發給船舶臨時國籍證書時，應填具聲請書，連同證明文件，一併呈送當地航政局或領事館核發。

第九條 船舶所有人依船舶法第三十條之規定，聲請發給船舶臨時國籍證書時，應填具聲請書，



連同取得所有權之證明文件，一併呈送當地航政局或領事館核發。

第十條 航政局或領事館發給前兩條之證書時，應呈報交通部備案。

第十一條 船舶臨時國籍證書之有效期間，船舶須到達船籍港者，以航行期間為標準，其他情形，以領得船舶國籍證書所需期間為標準，應依船舶法第三十一條所定期間以內，由當地航政局或領事館酌定之。

第十二條 聲請變更船舶臨時國籍證書所載事項時，應開列新舊事項，呈請最近航內局或領事館更正。

船舶臨時國籍證書，如遇遺失或破損時，得聲敘事由，呈請最近航政局或領事館補發或換發時，應將原領證書繳還。

第十三條 船舶臨時國籍證書於有效期間屆滿時，或領得船舶國籍證書時，應繳還最近航政局，呈部註銷。

第十四條 船舶國籍證書或船舶臨時國籍證書，應繳還而不能繳還時，應聲敘事由，呈請該管航政局公告作廢。

船舶國籍證書或船舶臨時國籍證書，應繳還而不繳還時，依船舶法第三十八條之規定處罰外，並由該管航政局公告作廢。

第十五條 船舶所有人發覺船舶國籍證書，或船舶臨時國籍證書所載事項，有錯誤或遺漏時，應即

請該管航政局更正或添註。

前項情事，由航政局發覺時，應通知船舶所有人，呈繳證書，由該局更正或添註。

第十六條 遇有前兩條情事時，應由該管航政局，呈報交通部備案。

第十七條 本章程關於航政局之職權，準用於交通部所指定之航政機關或專員。

第十八條 本章程自船舶法施行之日施行。

## 船舶丈量章程（二十年六月五日部令公布）

### 第一章 通則

第一條 本章程依船舶法第四十二條之規定制定之。

第二條 中國船舶除左列各款外，依本章程之規定施行丈量。

一 總噸數不及二十噸或容量不及二百担之船舶。

二 專用於公務之船舶。

三 以櫓槳爲主要運轉方法之船舶。

第三條 左列外國船舶除法令，有特別規定者外，準用本章程之規定施行丈量。

一 中國人民所租用在中國各港間，或中國與外國各港間航行之外國船舶。

二 依法律或政府許可，在中國港灣口岸間航行之外國船舶。

三 依船舶法第二十二條之規定，應受丈量之外國船舶。

第四條 船舶丈量，由交通部航政局或交通部指定之機關或專員施行之。

## 第二章 聲請程序

第五條 船舶丈量，應由船舶所有人或經理人或租用人聲請之，但船舶不在船籍港或有正當事由，得由船長聲請之。

第六條 新造船舶，應於全部裝置完畢時，聲請丈量，但為便利起見，得於裝置未畢以前，聲請先行丈量船舶之一部份。

第七條 在外國製造，或由外國購置之中國船舶，應於最初到達中國港時，聲請丈量。

第八條 聲請丈量，應於聲請書內註明左列各款事項，由聲請人簽名蓋章。

一 船舶所有人姓名或名稱及住所。

二 船舶種類。

三 船名。

四 船質。

五 甲板層數及帆桅數目。

六 容量。

七 造船廠名及地點。

八 進水年月。

九 丈量地點。

除前項各款外，丈量員認爲必要時，得令聲請人呈驗其他文件圖說。

### 第九條

舊有船舶，因修理或改造，致船身構造或容量有變更時，應將變更部份，於聲請書內詳細註明，并附呈原領之船舶噸位證書，聲請丈量。

### 第三章 丈量程序

### 第十條

船舶丈量，應在航政局或交通部指定機關之所在地施行之，但船舶如不能駛赴該地時，得於聲請時敘明事由，就船舶所在地施行之。

### 第十一條

船舶丈量時，聲請人及船長輪機長均須在場備丈量員之詢問，或幫同辦理，船長輪機長因事不能在場時，得委託其他船員代理。

### 第十二條

船舶丈量，如船內裝載貨品或堆積物件於丈量有妨礙時，應由聲請人先時清除，如臨時經丈量員認爲有清除之必要者，聲請人不得拒絕。

第十三條 船舶滿載貨物，或有他種障礙，一時不能清除，而急須丈量者，得由丈量員酌用變通辦法，其不能準確者，俟清除後重行丈量。

第十四條 專供或兼供乘客之船舶，應將乘客艙位，另行丈量。

#### 第四章 噸位計算

第十五條 船舶之容積，以百立方英尺爲一噸。

以担數表示容量之船舶，以十立方英尺爲一担。

第十六條 計算船舶之噸數，以全船上下各層艙位之容量爲總噸數。但在上層艙面不設圍蔽之處所，得免除丈量，不算入總噸數。

第十七條 自總噸數內，減去駕駛輪機，並航行安全及船員居住衛生等所用處所，不能供載貨乘客之使用者，爲登記噸數。

第十八條 船舶丈量後，不得將艙面未設圍蔽或不算入登記噸數之處所，供載貨乘客之用，但遇特種貨物須裝載艙面者，不在此限。

第十九條 船舶丈量後，如計算噸位有錯誤時，得聲請查明更正，或派員復行丈量，但在未經復量以前，聲請人不得變船舶之原狀。

#### 第五章 丈量書據

第二十條 船舶丈量後，航政局應依照第一號書式發給船舶噸位證書，但依第十二條之規定，變通辦法丈量者，其證書依照第二號書式。

第二十一條 依第十九條之規定復量者，照第三號書式發給復量單。

第二十二條 丈量書據如有遺失或毀損時，船長應迅具事由，呈報航政局聲請補發或換發。

第二十三條 船舶遇左列情事之一時，應將丈量書據繳還航政局。

- 一 船舶喪失國籍時。
- 二 船舶滅失沉沒或被捕時。
- 三 船舶拆散時。
- 四 船舶失跡，經六個月尚無着落時。

船舶遇前項情事，如丈量書據，業經滅失者，船長應將不能繳還之情由，呈報航政局。

### 第六章 丈量費

第二十四條 丈量船舶，應由聲請人依附表之規定，繳納丈量費。

船舶丈量手續費表

總噸數	丈量費
二十噸以上五十噸未滿	二十元

五十噸以上百噸未滿	三十元
百噸以上三百噸未滿	四十元
三百噸以上五百噸未滿	五十元
五百噸以上千噸未滿	六十元
千噸以上二千噸未滿	八十元
二千噸以上三千噸未滿	一百元
三千噸以上四千噸未滿	一百二十元
四千噸以上六千噸未滿	一百四十元
六千噸以上八千噸未滿	一百六十元
八千噸以上一萬噸未滿	一百八十元
一萬噸以上每二千噸加二十元其尾數未滿二千噸者以二千噸計以擔數表示容量之船舶以十擔作一噸計算	

第二十五條 同一所有人有二艘以上同樣之船舶同時聲請丈量者除一艘照前條規定數目繳費

外，其餘各艘減半繳費。

第二十六條 依第九條之規定丈量者，如丈量部份之噸數，不及原有總數噸之半者，減半繳費。

第二十七條 依第十三條之規定，用變通辦法丈量者，照第二十四條之規定繳費，其復行丈量時，減半繳費。

第二十八條 依第十九條之規定，重行丈量者，除聲請人有變更船舶原狀情事，或復量結果，原計算之噸數並無錯誤，須照章繳費外，其餘無須繳納丈量費。

第二十九條 依第十條但書之規定丈量者，除照第二十四條之規定繳費外，並須繳納丈量員照章應領之旅費。

第三十條 丈量已著手施行，而聲請人撤回聲請時，應照聲請書所載容量，繳納丈量費。

第三十一條 依第二十二條聲請換發或補發丈量文據者，每件應繳納二元。

#### 第七章 附則

第三十二條 本章程自船舶法施行之日施行。

### 船舶檢查章程（二十年六月五日部分公布）

#### 第一章 通則



第一條 本章程依船舶法第四十條之規定制定之。

第二條 中國船舶，除左列各款外，依本章程之規定，施行檢查。

一 總噸數不及二十噸或容量不及二百擔之船舶。

二 專用於公務之船舶。

三 以權權爲主要運轉方法之船舶。

第三條 左列外國船舶，除法令有特別規定者外，準用本章程之規定，施行檢查。

一 中國人民所租用在中國各港間，或中國與外國間航行之外國船舶。

二 依法律或政府之許可，在中國港灣口岸間航行之外國船舶。

三 依船舶法第十七條之規定，應受檢查之外國船舶。

第四條 船舶檢查，由交通部航政局施行之，但在未設航政局之港埠，得由交通部指定之機關

或專員施行之。

## 第二章 檢查種類

第五條 船舶檢查分左列三種。

一 特別檢查。

二 定期檢查。

### 三 臨時檢查。

第六條 特別檢查對於新造之船舶，或購自外國之船舶，或船身機器之全部或一部，經過修改之船舶施行之。

第七條 特別檢查，應就船身機器，及船具之構造，並其狀況與能力檢查之。

第八條 無須受檢查之船舶，變更爲應受檢查之船舶時，應聲請施行特別檢查。

第九條 船舶受特別檢查合格後，經過一年時，應受定期檢查。

第十條 定期檢查每年施行一次，但帆船每年施行一次。

第十一條 定期檢查應就船身機器船具等之狀況，及客室船員室，暨其他設備檢查之。

第十二條 臨時檢查得隨時就船舶之一部或全施部行之。

第十三條 船舶變更航路種類，客貨艙位，或船上設備時，應聲請施行臨時檢查。

### 第三章 聲請程序

第十四條 船舶檢查，應由船舶所有人，船舶經理人或船舶租用人聲請之，但船舶不在船籍港，或有正當事由，得由船長聲請之。

船舶經理人或船舶租用人聲請檢查時，應呈驗證明文件。

第十五條 聲請檢查，應於聲請書內，註明左列各款事項，由聲請人簽名蓋章。

一 船名。

二 船舶種類。

三 總噸數或擔數。

四 登記噸數或擔數。

五 船籍港。

六 行駛航路。

七 營業種類。

八 聲請檢查之日期及處所。

九 檢查種類及聲請事由。

十 船舶所有人姓名或名稱及住所。

第十六條 聲請檢查製造中之船舶時，船舶所有人應填具聲請書，連同製造樣本及圖說，一併呈

驗，但帆船得免呈圖說。

第十七條 前條檢查聲請書，應分別填報左列事項，由聲請人簽名蓋章，如船舶所，有人與製造人

係屬兩人時，應聯名蓋章。

一 船舶種類及其預定性質。

- 二 船壳船骨及甲板材料。
  - 三 計劃容量。
  - 四 計劃汽壓。
  - 五 計劃馬力。
  - 六 汽機種類及數目。
  - 七 汽鍋種類及數目。
  - 八 推進器種類及數目。
  - 九 使用目的。
  - 十 預定航路。
  - 十一 造船廠名及其地點。
  - 十二 主任技師姓名。
  - 十三 起工年月。
- 圖說分左列數種，並須附記尺寸。
- 一 船體中央橫截面圖。
  - 二 船體中心線縱截面圖。

- 三 甲板平面圖。
- 四 汽機橫截面圖。
- 五 汽機縱截面圖。
- 六 汽鍋橫截面圖。
- 七 汽鍋縱截面圖。

除前二項各款外，經檢查員認為必要時，得令聲請人呈驗其他文件圖說。

#### 第四章 檢查程序

第十八條 檢查船舶，應在航政局或交通部指定機關之所在地施行之，但經聲請人聲敘事由，不能在該地施行時，得在其他處所施行之。

第十九條 船舶檢查時，輪船須有船長及輪機長在場，帆船須有船長在場。

船長及輪機長，因事不能在場時，得委託其他船員代理。

第二十條 檢查船舶，如船長輪機長或其他代理人不在場時，檢查員得延期施行。

第二十一條 檢查船舶時，船長及輪機長應接受檢查員之要求，並於必要時須幫同辦理，如有所詢問時，須詳細陳述之。

第二十二條 船舶受第二次以後之檢查時，船長應呈驗船舶國籍證書，船舶登記證明書，船舶檢查

證書，船舶噸位證書，海員證書，船員名冊，旅客名冊，航海記事簿，及其他必要之書類，但沿海及內河船舶得免呈旅客名冊及航海記事簿。

### 第二十三條

依船舶法第十五條之規定，聲請再檢查時，應由船舶所有人，船舶經理人，或船舶租用人，開具不服事項，聲敘理由，呈由該管航政局，轉呈交通部核辦。

### 第二十四條

交通部對於前條之聲請，認為理由不充分或該船舶變更原狀時，應令航政局仍依原檢查員之報告為準。

## 第五章 檢查書據

### 第二十五條

檢查員檢查完畢時，應將船舶檢查簿交付船長保管之。

### 第二十六條

船舶檢查合格後，由航政局發給船舶檢查證書，船舶檢查證書，應依照第二號書式。

### 第二十七條

船舶檢查證書或船舶檢查簿如有遺失時，船長應迅具事由，向原發給之航政局聲請補發。

### 第二十八條

船舶檢查證書所載事項發生變更時，船長應迅即開具變更事項，向最近航政局聲請換發。

### 第二十九條

遇左列情事之一時，應將船舶檢查證書繳還航政局。

一 船舶喪失國籍時。

二 依法令之規定船舶已無須檢查時。

三 船舶之航行期間屆滿時。

四 領有漁船檢查證書之船舶變更使用目的時。

五 船舶滅失沉沒或被捕時。

六 船舶失蹤經六個月尚無着落時。

前項規定，遇第五款第六款情形，其船舶檢查證書，確經遺失者，不適用之。

### 第三十條

遇左列情事之一時，應將舊船舶檢查證書，繳還航政局。

一 換領船舶檢查證書時。

二 因船舶檢查證書毀損再請發給時。

### 第三十一條

遇左列情事之一時，得聲請航政局發給通航證書。

一 船舶檢查後，或換領補領船舶檢查證書尚未領受時。

二 船舶於檢查中，有入塢或上架之必要而中止檢查，經檢查員認為得暫准航行時。

三 在外國取得船舶，遇該船舶原有檢查證所載航行期間屆滿，經驗船師給有證明

書時。

前項第三款情形，須向中國領事館聲請發給。

通航證書應依照第三號書式。

第三十二條 通航證書有效期間，以足數領受船舶檢查證書，或航行之日數為準，由航政局或領事館酌定之。

第三十三條 通航證書應於領受船舶檢查證書後，或有效期間屆滿時，由船長於五日內繳還航政局。

第三十四條 船長應將船舶檢查證書通航證書，懸示於船上明顯處所。

第三十五條 船舶檢查證書及通航證書，應行繳還而不能繳還時，須將理由呈報該管航政局，由局登刊公報，聲明作廢，但該項書類所載之有效期間，業已屆滿者，不在此限。

#### 第六章 航路指定

第三十六條 航路分左列四種。

- 一 遠洋航路。
- 二 近海航路。
- 三 沿海航路。
- 四 內河航路。



第三十七條 各船舶指定之航路，其適航與否，由檢查員審定，呈報航政局核准。

檢查員對於聲請航路，認為有限制氣候之必要時，對於其指定航路，得附限時期。

第三十八條 內河船舶，其最大速率，能於二小時以內往返之沿海港口間，得准其指航定行，前項船

舶，應聲敘事由，呈請航政局核准。

第三十九條 船舶在航行期間內變更航路時，應分別開列新舊指定航路，聲請航政局核准。

#### 第七章 乘客定額

第四十條 乘客定額，由航政局察看船舶設備情形，依照乘客定額計算表核定之，并發給乘客定

額證書，檢查船舶如發見原定乘客定額不合時，得重行核定之。

乘客定額證書，應依照第四號書式。

第四十一條 乘客未滿十二歲者，以二人作一人計算，未滿三歲者不計。

第四十二條 左列人員不以乘客論，但第一款及第二款住在客室者，應作乘客計算。

一 船舶所有人、船舶經理人或船舶租用人。

二 船員及其他在船服務者。

三 航行中被救助者。

第四十三條 船長應將乘客定額證書，懸示於船上明顯處所。

第四十四條 船長應將客室及船員常用室劃分。

第四十五條 客室內載貨時，船長應將乘客類數，依照容積比例減少。

第四十六條 船舶變更乘客定額時，應聲敘事由，呈請航政局核准，換發乘客定額證書。

第四十七條 近海沿海及內河船舶，臨時搭載多數軍隊移民，或其他多數農工時，應聲請航政局核准，按照臨時乘客定額計算表，發給臨時乘客定額證書。

臨時乘客定額證書，應依照第五號書式。

第四十八條 前條聲請，應填報左列事項，連同船舶檢查證書，送呈航政局核准。

一 乘客種類及人數。

二 航行里程。

三 平均速率。

四 起訖及經過地點。

五 預定航行期間。

六 可充客室之處所。

第四十九條 臨時乘客定額證書，應由船長於該次航行終了時，迅即繳還航政局註銷。

第五十條 載客不及十五人之船舶，不適用本章程之規定。

## 第八章 汽壓限制

第五十一條 船舶之汽壓限制，應視機器之現狀核定之。

第五十二條 檢查員封鎖保險汽門時，應將鑰匙緘封交付船長。

第五十三條 船長接受保險汽門之鑰匙後，應慎重保管，非遇緊急不得已事故，不得啓封。

第五十四條 保險汽門鑰匙遺失，或其緘封損壞時，或船長將保險汽門鑰匙之封綫啓封時，應即開具事由，聲請最近航政局重行緘封。

## 第九章 航行期間

第五十五條 已受檢查之船舶，其航行期間，由航政局視船舶之現狀，依船舶法第十條之規定核定之。

第五十六條 航行期間屆滿後，非重經檢查合格，不得航行，其在航程中期滿者，應於期滿後最初到達之港，聲請該管航政局施行檢查。

第五十七條 船舶在航行期間內，遇有左列情形之一時，船舶所有人、船舶經理人、船舶租用人或船長，應即呈明航政局。

- 一 船舶入塢或上架時。
- 二 船身或機器之主要部份及重要屬具經更換或修理或損傷時。

三 機器或汽鍋拆卸時或推進機軸取出時。

### 第十章 檢查費

第五十八條 船舶檢查，應由聲請人依附表之規定，繳納檢查費。

第五十九條 無須受檢查之船舶，若經聲請檢查，已著手施行時，須繳納檢查費。

第六十條 發給補發或換發船舶檢查證書時，又發給或補發通航證書乘客定額證書及臨時乘客定額證書時，輪船應各繳證書費二元，帆船一元。

第六十一條 請領英文譯本證書時，輪船每分應繳費四元，帆船二元。

第六十二條 補發船舶檢查簿時，總噸數一百噸以上之輪船，應繳納十元，未滿一百噸之輪船七元。

帆船五元。

第六十三條

檢查費繳費單，應記載船舶名稱、總檢杓數、噸種類，及收費之數額。

第六十四條 船舶在航政局或交通部指定機關所在地以外處所受查時，檢查聲請人除繳納檢杓費外，並應繳納檢查員照章應領之旅費。

第六十五條

### 第十一章 附則

本章程自船舶法施行之日施行。

# 交通部航政局辦事細則（二十年六月十三日部令公布）

## 第一章 總則

- 第一條 本細則依航政局組織法第十三條之規定制定之。
- 第二條 航政局職員執行職務，悉依本細則之規定。
- 第三條 職員名額，應依照航政局組織法之規定，由局長酌量事務之繁簡，呈部核定。
- 第四條 航政局爲辦事便利起見，得於所轄區域內，酌設辦事處。

## 第二章 職權

- 第五條 職員處理事務，應服從長官之命令，但對於事務有意見時，得隨時陳述，聽候採擇。
- 第六條 各科事務，依航政局組織法第五條及第六條所定職掌分配之。
- 第七條 各科所辦事務有互相關聯者，由關係之各科科長，會商辦理，其意見不同時，應陳明局長核定之。
- 第八條 職員對於所辦事務，未經長官許可，應嚴守秘密，不得洩漏。

## 第三章 考勤

- 第九條 航政局辦公時間，每日八小時，但因氣候上之關係，得由局務會議議決，酌量縮短之。

第十條 航政局置考勤簿，職員到局時，須親筆簽到。

前項考勤簿，於規定到局時間後，十五分鐘以內，呈送局長核閱。

第十一條 職員應將每週工作，填具報告表，送由主管長官核閱蓋章，每月彙呈局長考核。

第十二條 職員因病或有不得已事故，不能到局服務者，應聲明事由，呈請給假。

第十三條 職員請假，須呈經局長核准，其假期每月不得逾三日，每年不得逾一個月，但因特別情形，經局長核准者，不在此限。

第十四條 職員因故遲到者，須向長官補陳理由，因故須先散值時亦同。

第十五條 職員請假日期，及其事由，應由第一科按日登記，每月列表，呈送局長核閱，半年報部備案。

第十六條 職員出差及差竣回局，均須註明於考勤簿內備查。

第十七條 休假日及每日散後，各職員應輪流值日，遇有特別要公須急辦者，應隨時陳明長官辦理。

值日職員，如因故不能值日時，須委託其他職員，代理其職務。

第十八條 值日職員當值日時，每月由第一科先期擬呈局長核定揭示之。

第十九條 值日職員應將值日經過工作，填註於值日簿內，逐日送請局長核閱。

第二十條 職員在辦公時間，非因公務，不得接見賓客。

#### 第四章 文書

第二十一條 文件之收發，案卷之保管，由第一科指定專員辦理之。

第二十二條 文件收到後，由第一科長折閱，按其性質，列為緊急最要次要尋常四種，標明主管科發

交辦理收發人員錄由編號登簿，送請局長核閱後，分送各科承辦。

緊急文件，得由第一科長提呈局長先行擬辦。

第二十三條 關於機要文件，由局長指定人員辦理之。

第二十四條 到文如有附件，均須隨文附送，不得遺漏散失，發出時亦同。

第二十五條 文件經局長核閱分配後，主管人員應即擬稿簽名，經由科長核呈局長核簽，如有特別

情形須緩辦者，應註明理由。

第二十六條 各科互相關聯之文件，應由關係主要科擬稿，或會同擬辦，但須會同簽名。

第二十七條 科長於核稿時，須於添註塗改之首尾，加蓋私章，以明責任。

第二十八條 文件辦畢後，即須歸檔，由保管案卷人員編號保管。

前項保管案卷辦法，由各局自定之。

第二十九條 一切文件案卷，均不得攜出局外。

第五章 會計及庶務

第三十條 航政局經費，應按月依照預算造具概算書，呈部核發。

第三十一條 每屆月終，應將本月出納數目，造具計算書，連同收據粘存簿，於次月五日以前，呈部查核。

第三十二條 會計及庶務，由第一科指定人員辦理之。

第三十三條 辦理會計，應用新式簿記，置現金出納簿、分類簿、收支總簿，分別登記，由部隨時派員檢查之。

第三十四條 辦理會計人員，對於收支款項，每日應填日報表，月終應填月報表，由第一科長核送局長查閱。

第三十五條 款項積至五百元者，須即送交指定之銀行儲存之。

第三十六條 支用款項在三十元以下者，由主管科長核定，三十元以上者，呈由局長核定之。

第三十七條 辦理會計人員，對於款項，非經局長或主管科長之簽字，不得支付。

第三十八條 航政局所有器物，應編號登記，由辦理庶務人員保管，并於各辦公室列表揭示，其不能編號之物品，但記其種類數量。

第三十九條 職員需用物品，應於規定之領用單內，書明名稱數量，月日並簽名，向辦理庶務人員領



用。

物品至不需用，或因損壞，換領新物時，均應將原物交還保存。

第四十條 購入發出收回及現存物品，均應登冊，每屆月終，由第一科長檢查之。

第四十一條 航政局之警衛及公衆衛生事務，由辦理庶務人員，秉承主管科長督率之。

第四十二條 公役之僱用考核，由辦理庶務人員管理，並須取具負責之保證。

#### 第六章 出差

第四十三條 職員因公出差，請領旅費，應依照

國府頒布之國內出差旅費規則支給之。

#### 第七章 懲獎

第四十四條 航政局職員之獎懲規則另定之。

#### 第八章 局務會議

第四十五條 航政局重要事務，由局務會議決定之。

第四十六條 局務會議之會期，由局長定之。

第四十七條 局務會議以局長科長組織之，必要時并得指定人員列席。

第四十八條 局務會議以局長爲主席，局長因事不能出席時，由局長指派一人代理之。

第四十九條 局務會議應作成記錄，每屆月終呈部備案。

第九章 附則

第五十條 本細則如有未盡事宜，得由航政局呈部修改之。

第五十一條 本細則自公布日施行。

交通部航政局組織通則（十八年十二月二十日部令公布）

第一條 交通部爲處理航政事宜，依照本部組織法第五條之規定，於各港埠設置航政局。

第二條 航政局設置處所，及其管轄區域，以部令行之。

第三條 航政局依區域之大小，及航業之狀況，分爲一二三三等，其等級以部令定之。

第四條 航政局設左列各科。

(一) 第一科。

(二) 第二科。

(三) 第三科。

前項各科，依事務之繁簡，得以部令增減之。

第五條 航政局第一科之職掌如左。

- 一 關於權要及考績事項。
- 二 關於收發文件及保管案卷事項。
- 三 關於宣布局令事項。
- 四 關於典守印信事項。
- 五 關於本局經費之預算及出納事項。
- 六 關於編製統計報告事項。
- 七 關於本局庶務事項。
- 八 其他不屬於各科事項。

#### 第六條

航政局第二科之職掌如左。

- 一 關於輪船民船之檢驗丈量事項。
- 二 關於輪船民船之登記及發給牌照事項。
- 三 關於船員引水之考核監督事項。
- 四 關於造船事項。

#### 第七條

航政局第三科之職掌如左。

- 一 關於航路標誌之監督或管理事項。

二 關於港務碼頭蘆船堆棧之監督或管理事項。

三 關於港內險難之救護事項。

四 關於航路之疎濬測量事項。

第八條 航政局於得必要處所，設置分局，或附屬機關，其設置處所及管轄區域，以部令定之。

第九條 航政局各設局長一人，技術員若干各人，科設科長一人，一等局得設秘書一人，均由部令派充之。

第十條 航政局各設科員若干人，由局長遴選呈部派充之。

第十一條 航政局因事務之必要，得酌用稽查及僱員。

第十二條 各航政局章程及無辦事細則，以部令定之。

第十三條 本通則各有未盡事宜，以部令修正之。

第十四條 本通則自公布日施行。

### 交通部船員檢定委員會暫行章程（二十一年八月十六日公布）

第一條 交通部為檢定全國輪船船員，依據組織法第五條之規定，設立船員檢定委員會。

第二條 本會補助航政司，處理關於檢定船員時審查及考驗事宜。

第三條 本會設委員五人至七人，由部長遴選具有航政專門學識經驗人員派充之。

第四條 本會設委員長一人，由部長就委員中指定之。

第五條 委員長主持本會一切事務，如因事故不能執行職務時，得指定委員一人代理之。

第六條 航政司遇船員呈請檢定時，應將呈請書及其附件，交本會審查。

第七條 本會收受前條呈請書，得由委員長分配各委員審查之。

第八條 本會委員應依船員檢定章程，就各項憑證書類，分別審核，擬具意見書，提交委員長。

第九條 前條意見書提出後，應由委員長定期開會審查之。

第十條 本會開會時，非有全體委員過半數出席，不得開議。

第十一條 本會開會時，以委員長主席，委員長因事缺席時，應指定委員一人為臨時主席。

第十二條 本會會議，以出席委員過半數之同意，決之可否，同數取決於主席。

第十三條 本會開會審議完竣後，應將議決之審查意見書，交由航政司呈請 部長核定合格者，發給證書。

第十四條 本會舉行考驗時，應由委員長呈請 部長指派委員辦理。

考驗結果，應評定成績，製成意見書，連同試題試卷，送由航政司，呈請 部長核定。

第十五條 前條考驗，得就各港埠會同航政局局長辦理。

第十六條 本會遇必要時，得臨時呈請 部長，聘用技術專門人員。

第十七條 本會設事務員二人至四人，由委員長呈請 部長派充之。

第十八條 本會因繕校紀錄，得酌用僱員。

第十九條 本章程施行日期，以部令定之。

### 交通部船員檢定暫行章程（二十一年八月十六日公布）

第一條 凡在本國輪船，充當駕駛員或輪機員，均須經交通部檢定合格，發給證書，始得服務，但在

不滿五十總噸之輪船服務者，其辦法另定之。

前項所稱輪船，係指專用或兼用船機運轉之船舶。

第二條 船員檢定，分原級檢定與升級檢定二種。

第三條 原級檢定，應依左列各款資歷，分級辦理。

（一）在艙面繼續服務及充當駕駛員共滿八年，並曾充或現充船長者，得受船長原級檢定。

（二）現艙面繼續服務，及充當駕駛員共滿六年，並曾充或現充大副者，得受大副原級檢定。

(三) 在艙面繼續服務，及充當駕駛員，共滿四年，並曾充或現充二副者，得受二副原級檢定。

(四) 在艙面繼續服務已滿二年，並曾充或現充三副者，得受三副原級檢定。

(五) 在輪機室繼續服務，及充當輪機員，共滿八年，並曾充或現充輪機長者，得受輪機長原級檢定。

(六) 在輪機室繼續服務，及充當輪機員，共滿六年，並曾充或現充大管輪者，得受大管輪原級檢定。

(七) 在輪機室繼續服務，及充當輪機員，共滿四年，並曾充或現充二管輪者，得受二管輪原級檢定。

(八) 在輪機室繼續服務已滿二年，並曾充或現充三管輪者，得受三管輪原級檢定。

第四條 船長輪機長以下各級船員，領有證書，曾充證書上所定職務滿二年，執有服務證明書者，均得受升級檢定，但大副須服務滿三年，方得受升級檢定。

受升級檢定者，除依前項規定辦理外，在服務期間，須執有本管船長所簽具任事勤敏、技術增進、品行善良之報告書。

第五條 受檢定者，須經國內外醫學校畢業，並領有開業執照之醫生檢驗體格證明左列各款。

(一) 身體健全。

(二) 目力良好無色盲病。

(三) 耳聽聰敏。

(四) 無神經病。

第六條 受檢定者，須開具詳細履歷，聲明諳習某種航路，或某種機器，及服務船隻之船名，總噸數

或機器馬力，並呈驗各項證明文件，及最近半身二寸相片兩張。

第七條 受船長輪機長原級檢定，或大副大管輪升級檢定者，年齡須滿二十七歲，受其他船員檢

定者，須滿二十二歲。

第八條 受檢定者，其服務資歷，應以各該員之本管船長，或船東，或船東代理人所簽具之證明書，

及服務期間，本管船長之報告書為準，但受遠洋或沿海輪船船長原級檢定或大副升級

檢定，依另條之規定。

第九條 受遠洋或沿海輪船船長原級檢定者，應取具船東或船東代理人簽具之報告書，受遠洋

或沿海輪船大副升級檢定者，應取具本管船長或船東或船東代理人簽具之報告書，呈

繳審核。

前項報告書，經交通部認為合格後，並應考驗學術，以筆試口試，分別行之。



第十條 本管船長或船東，或船東代理人爲船員簽具證明書或報告書時，須親自簽名蓋章，如證明事件有虛僞捏冒情事，得送法院論罪。

第十一條 曾充海軍軍官者，得附具履歷及各種證明文件，呈請檢定。

依前項聲請檢定者，比照第三條之規定辦理之。

第十二條 船員經檢定合格後，由交通部登報公布其無職業者，並通知航業同業公會轉知各公司酌予聘用。

第十三條 檢定不合格者，得審核其學術經驗品性，酌給低一級或低二級之證書。

第十四條 有左列情形之一者，不得受檢定。

(一) 現處徒刑或褫奪公權，尙未復權者。

(二) 受撤銷船員證書之處分者。

(三) 受收回船員證書之處分，尙未滿期者。

第十五條 在本章程施行以前，領有商船職員證書者，除充當中國輪船各級職員之外國人外，在原證書有效期間內，仍得照常服務，其期間未滿，自願受檢定者聽。

第十六條 現充中國輪船各級職員之外國人，無論已否領有商船職員證書，自本章程施行之日起，六個月以內，均應依本章程第一條及船員證書章程之規定，經檢定合格，領有證書者，方

得服務。

第十七條 領有本章程所規定之證書，或商船職員證書者，遇發現其原呈報之資歷有疑義時，應重行檢驗之。

第十八條 本章程施行日期，以部令定之。

### 交通部船員證書暫行章程（二十一年八月十六日公布）

第一條 本章程所稱船員，係指在輪船上服務之駕駛員及輪機員而言。

第二條 駕駛員及輪機員，應分左列等級。

一 駕駛員。

船長 大副 二副 三副

二 輪機員。

輪機長 大管輪 二管輪 三管輪

第三條 船員證書於船員檢定合格後，由交通部發給或換給之。

第四條 船員證書，分左列二種。

一 駕駛員證書。

二 輪機員證書。

第五條 各級駕駛員證書，皆分左列三種。

一 甲種證書 凡受檢定合格，堪充遠洋輪船駕駛員者發給之。

二 乙種證書 凡受檢定合格，堪充近海輪船駕駛員者發給之。

三 丙種證書 凡受檢定合格，堪充江湖輪船駕駛員者發給之。

凡係商船學校或相當學校畢業，富有天文駕駛船藝等學識，及航海各種經驗者，發給駕駛員甲乙二種證書，如係舵工或係船上練習出身者，發給駕駛丙種證書。

領有駕駛員甲種證書者，得充乙種或丙種同級之職務。領有乙種證書者，得充丙種同級或甲種低一級之職務。領有丙種證書者，得充甲種低二級或乙種低一級之職務。

第六條 各級輪機員證書，皆分左列二種。

一 甲種證書 凡在學校卒業，領有卒業證書，並在機械工廠及輪船輪機室實習期滿，領有證明書，經檢定合格，堪充輪機員者發給之。

二 乙種證書 凡在機械工廠或輪船輪機室實習期滿，領有證明書，經檢定合格，堪充輪機員者發給之。

領有輪機員乙種證書者，不得充當輪機長之職務。

第七條

船員證書自發給之日起，以五年爲有效期間。船員證書發給外國人時，以一年爲有效期間。

第八條

諸領船員證書者，應繳證書費五元，及印花費二元。

第九條

船員證書遺失時，應即登報聲明作廢，並須取具本管船長或船東或船東代理人之證明書，將遺失實情，呈報交通部審核，補發新證書。

船員證書遇破損時，應將原證書繳銷，呈請換發新證書，補發或換發新證書時，應繳本章程第八條所定各費。

第十條

船員犯左列各款行爲之一者，經交通部查核屬實，得撤銷或收回其證書。

一 船員因職務上應爲而不爲，或不應爲而爲，以致破壞船舶，或損失他人生命財產者，撤銷其證書。

二 船員私自夾帶，或賄縱他人私帶違禁物品者，撤銷其證書。

三 船員因酗酒或其他失當行爲，致發生碰撞或擱淺等情事，得按其情節輕重，撤銷或收回其證書。

四 船員現處徒刑或褫奪公權，尙未復權者，撤銷或收回其證書。

前項收回證書，由交通部按其情形，酌定收回之期間，期滿後得由本人呈請發還。

- 第十一條 前條船員證書撤銷或收回後，交通部得酌量情形，改發低一級或低二級之船員證書。
- 第十二條 船員如有偽造變造或冒用他人證書情事，除撤銷其證書外，並得送法院論罪。
- 第十三條 交通部商船職員證書章程，自本章程施行之日廢止之。
- 第十四條 本章程施行日期以部令定之。

### 交通部輪船註冊給照章程（二十年五月二日部令公布）

- 第一條 凡營業之輪船，無論官廳或公司，或個人所有，均須遵照本章程，呈請交通部核准註冊給照。
- 第二條 凡營業之漁輪及夾板船等，適用本章程之規定。
- 第三條 凡輪船及漁輪夾板船等，非經交通部註冊給照，不得航行。
- 第四條 凡輪船及漁輪夾板船等，行駛航線，由交通部分別江海內港各項，於執照內指定之，各航商將部照赴海關呈驗後，按照指定之航線行駛，並遵照各海關理船廳現行章程辦理，船舶執照應常置船上，以備查驗。
- 第五條 凡經註冊給照之輪船及漁輪夾板船等，由交通部行知航線內地方官署隨時保護之。
- 凡呈請註冊給照時，應呈報之事項如左。

- 一 船舶使用者之姓名或其機關。
  - 二 船舶種類及其名稱。
  - 三 船舶總噸數及淨噸數。
  - 四 船舶長廣及吃水尺寸。
  - 五 船舶質料及甲板層數。
  - 六 機器種類及其數目。
  - 七 機器馬力及行駛速率。
  - 八 推進器之種類及其數目。
  - 九 航線圖說。
  - 十 航線起訖及經過處。
  - 十一 船舶購置或租賃及其價值。
  - 十二 船舶建造年月日造船廠名及地點。
  - 十三 管船員之姓名資格。
- 輪船及漁輪，初次呈請註冊給照時，應檢同所有權證明文件及丈量檢驗執照，一併呈驗，但夾板船得免驗丈量及檢驗執照。

漁輪呈請註冊給照時，除依前二項之規定外，並應呈驗實業部發給之漁業執照。

船舶呈報行駛內河航線，每船不得過三條，應由同一處所起點，經過地點，須依次順列，不得繞越凌亂，夾板船減報機器種類及數目，機器馬力推進器種類及數目，造船廠名及地點。

第六條 船舶執照得直接請領，或呈由地方官署，及主管航政官署轉呈請領。

第七條 如在同一航線內，其輪船或漁輪夾板船等名稱，不得與領照在先之同類船舶名稱相同。

第八條 凡船舶事業，係公司經營者，除所有航線及船舶依照第三條及第五條呈請註冊給照外，

關於公司之組織，須依法令呈由主管官署註冊，亦應將左列各款，呈報交通部備案。

- 一 公司名稱及其種類。
- 二 公司合同及一切章程。
- 三 資本及創辦人認股數目。
- 四 設立之年月日。
- 五 創辦人及經理人之姓名籍貫住址。
- 六 總公司及其分所之設立地方。
- 七 營業之期限。

八 所置船舶之數。

九 每股額定銀數若干，已繳若干，及分期繳納方法與股票之式樣。

第九條 如遇推廣營業，變更公司章程時，除照公司法辦理外，須呈報交通部核准。

第十條 輪船及漁輪夾板船於領有交通部執照後，應駛赴海關驗明，始得行駛，如驗有不符者，應

即禁止其航行。

各海關驗明後，於照上註明某海關驗訖及其年月日，每三個月由海關監督彙總報部。

第十一條 新置船舶，急須行駛，不及呈部請領執照時，得呈請海關監督先發暫行船牌，以便行駛，但

須於三個月內，按照本章程呈部領照，如逾期未經呈部，或所報事項經交通部駁斥不准

者，應由海關將所發暫行船牌調銷，或禁止其行駛。

海關發給暫行船牌，應隨即呈報交通部備案。

第十二條 遇有左列情事，呈報交通部換給執照。

一 變更航線。

二 開闢碼頭。

三 更換船舶名稱。

四 其他變更執照中所載各項。



前項變更航線，如係內河航線，合計總數有逾三條以上者，應將停駛某條航線呈明註銷。依本條換給執照者，應繳照費，照本章程第十六條之定額，收取二分之一。

### 第十三條

如有左列各項情事，應即呈報交通部，並將執照繳銷。

一 船舶損毀不能航行時。

二 自行停業或經官廳以職權令其停業時。

三 船舶轉售贈與或租與他人時。

### 第十四條

如違背關於航政之各項規則，各主管官署得呈請交通部將其所領執照調銷。

### 第十五條

執照如有遺失或毀損時，得聲明理由，呈請交通部補發，但須照本章程第十六條之定額，繳納四分之一之補照費。

### 第十六條

註冊給照依左列之規定繳納冊照費。

一 總噸數未滿十噸者。二十元。

二 十噸以上至五十噸。四十元。

三 五十噸以上至一百噸。六十元。

四 一百噸以上至五百噸。一百元。

五 五百噸以上至一千噸。一百五十元。

六 一千噸以上至二千噸。 二百元。

七 二千噸以上至四千噸。 二百八十元。

八 四千噸以上。 每五百噸加二十五元，但未滿五百噸者，仍以五百噸計。

第十七條 本章程施行後，海關對於本國船舶，毋庸發給船牌或內港專照及江照。

第十八條 本章程如有未盡事宜，由交通部隨時以部令修正公布之。

第十九條 本章程施行後，所有以前輪船註冊給照章程即行廢止。

第二十條 本章程自公布日施行。

### 交通部內河航行章程（民國二十年十二月十二日部令公布）

第一條 凡船舶在內河航行，除法令有特別規定者外，均應遵照本章程之規定。

第二條 輪船日間航行，應于船頭懸掛自定船旗，船尾懸掛國定商船旗，兩旗不得懸掛一處。

第三條 輪船夜間航行，自日入起，至日出止，應照左列之規定，分別設置號燈。

一 各輪須於船頭桅杆及船尾，各懸一白色明燈，並于船之左舷，設一紅色燈，右舷設一綠色燈，紅綠兩燈背面，各設矩形遮蔽器具，不使燈光互相映射後方。

二 輪船拖帶船隻時，於桅杆白燈下，加懸白燈二盞，高下相離，約六英尺，每一拖船，須各

於明顯之處，懸一白色明燈。

第四條 輪船夜間停泊，應于船頭桅杆，懸一白色明燈。

第五條 輪船如遇中途擱淺，或機器損毀，不能行駛時，在日間應于明顯之處，上下連掛黑球兩個，在夜間陰照平常懸一白色明燈外，並應於掛黑球之處，換掛紅色燈兩盞。

第六條 帆船夜間航行，須於船上明顯之處，懸一白色明燈。

第七條 漁船在河道夜間捕魚時，須於船頭船尾，各懸一白色明燈。

第八條 兩輪船迎頭相遇，應各靠右邊讓路，使他輪得向本輪左邊駛過。

第九條 兩輪船縱橫相遇，如甲輪見乙輪在本輪船頭之右者，應察看情形或減少速度，或力即停輪，或倒輪後退讓避乙輪所行之路。

甲輪既經讓路，乙輪亦應察看情形，設法讓避，不得逕向甲輪前面橫駛而過。

第十條 兩輪船同一方向行駛，後輪欲越過前輪時，除照本章程第十六條第一項鳴放汽號外，應避前輪所行之路，但遇河道狹窄交叉或轉灣處，不得爭先越過。

第十一條 前三條之規定，於帆船與帆船間亦適用之。

第十二條 帆船在內河航行，平時除無他項阻礙外，應靠船右河岸行駛。

第十三條 兩帆船互相接近，有碰撞之虞時，兩船之一般，須照下列規定避讓航路。

一 自由行駛之船舶須讓用帆行駛之船舶。

二 自由行駛之船舶相近時，其逆水者須讓順水者。

三 用帆行駛之船舶相近時，其順風者須讓逆風者。

第十四條 輪船與帆船相遇，輪船應讓避帆船行駛之路。

第十五條 輪船通語汽號如左。

一 短聲汽號一響，表明本船向右。

二 短聲汽號二響，表明本船向左。

三 短聲汽號三響，表明本船倒退。

第十六條 兩輪船前後行駛，如後輪欲越過前船時，應放長聲汽號三響，短聲汽號一響，通知前船，於

未接前船答允汽號前，不得爭先越過。

前項情形，前輪不允許後輪越過者不答，允許者答放汽號亦如之，但不得無故不答。

第十七條 輪船越過帆船時，除緩輪前進外，應放長聲汽號一響。

第十八條 輪船遇左列情形，除緩輪前進外，每二分分鐘應放長聲汽號一響。

一 遇霧、遇雪，或大雨時。

二 經過河道交叉曲折或轉灣時。

第十九條 輪船於航行中遇險求救時，應速放汽號或霧號，或擊警鐘，或用通語旗號，夜間或兼放藍火，至遇救得爲止。

第二十條 輪船在河道交叉狹窄曲折轉灣，或堤岸低陷之處航行時，緩輪徐行。

第二十一條 船舶於航行時中，遇有他船求救時，除本船亦在危險中外，無論何時，應立時盡力施救。

第二十二條 船舶於航行中，不得將污穢煤屑，及壓載沙石等，任意投棄河內。

第二十三條 凡船舶不得在河道中流，或交叉轉灣處停泊。

第二十四條 關於本章程未規定之事項，得適用航海避碰章程之規定。（交通部令等四〇〇號二十一年九月廿七日日本條在航海避碰章程未施行前，暫行廢止。）

第二十五條 違反本章程之規定者，航政官應得停止其航行。

第二十六條 本章程自公布日施行。

### 小輪船丈量檢查及註冊給照章程（二十一年一月二十日公布）

#### 第一章 通則

第一條 凡輪船除總噸數滿二十噸以上者，應依船舶法船舶登記法之規定辦理外，其餘未滿二十噸之小輪船，應依本章程之規定辦理。

前項小輪船，係包括未滿二十噸之漁輪而言。

第二條 小輪船丈量檢查事項，交通部得委託當地航政官署，或地方官署，或專員辦理。

第三條 小輪船非經呈請交通部註冊給照，不得航行，但已領有臨時航行證者，不在此限。

## 第二章 丈量及檢查

第四條 小輪船丈量或檢查，應由所有人或租賃人將該船駛赴該管官署所在地。聲請施行。但

聲請人敘明事由，不能駛赴該地時，得就該船所在地施行之。丈量或檢查聲請書，由該

管官署印就，隨時交聲請人填用。

第五條 丈量及檢查，得由聲請人同時聲請施行。

第六條 丈量或檢查時，聲請人及管船員（俗稱老大）司機，均須在場幫同辦理。

### 第一節 丈量程序

第七條 聲請丈量，應於聲請書內填明左列各款，由聲請人簽名蓋章。

一 所有人姓名或名稱及住所。

二 船名。

三 船貨。

四 甲板層數。

五 容量。

六 造船年月及廠名地點。

七 丈量地點。

第八條

新造小輪船，應於全部裝置完畢時，聲請丈量，但爲便利起見，得於裝置未畢以前，聲請先行文量其一部份。

第九條

舊有小輪船，因修理或改造，致船身構造或容量有變更時，應將變更部份，於聲請書內，詳細註明，檢同原有之丈量書據，聲請丈量。

第十條

輪船內裝載貨物，或堆積物件，於丈量有妨礙時，應由聲請人先時清除，如臨時經丈量員認爲有清除之必要者，聲請人不得拒絕。

第十一條

專供或兼供乘客之小輪船，應將乘客艙位，另行丈量。

第十二條

小輪船經丈量後，如計算噸數有錯誤時，得聲請查明更正，或派員復行丈量，但在未經復量以前，聲請人不得變更該船之原狀。

第十三條

小輪船經丈量後，應發給噸位證書，如依前條之規定經復量者，應發給復量單。

第二節 檢查程序

第十四條

聲請檢查，應於聲請書內，填明左列各款，由聲請人簽名蓋章。

- 一 所有人姓名或名稱及住所。
- 二 船名。
- 三 船質。
- 四 總噸數及淨噸數。
- 五 機器種類。
- 六 機器馬力及行駛速率。
- 七 營業種類。
- 八 聲請檢查之事由。
- 九 檢查地點。

### 第十五條

聲請檢查新造未竣工之小輪船，應於聲請書內填明左列各款，由聲請人簽名蓋章，連同製造樣本及圖說，一併呈驗。

- 一 所有人姓名或名稱及住所。
- 二 船名。
- 三 船質。
- 四 計畫容量。



五 計畫汽壓。

六 計畫馬力。

七 機器種類。

八 營業種類。

九 造船廠名及地點。

十 主任技師姓名。

十一 起工年月。

十二 檢查地點。

第十六條 管船員應於檢查前，將貨艙客艙及船員常用室，分別劃定。

第十七條 乘客定額，應由該管官署，按照該船設備情形及丈量噸位核定之，並於檢查證書內註明。

第十八條 乘客定額有變更時，管船員應敘明事由，聲請該管官署核准。

第十九條 汽壓限制，應由該管官署按照機器之現狀核定之，並於保險汽門封鎖後，將鑰匙絨封交管船員保管。

第二十條 管船員遇有緊急不得已事故，將保險汽門啓封時，或保險汽門鑰匙絨封有損壞時，應

即敘明事由，聲請該管官署，重行緘封。

第二十一條 檢查合格之小輪船，其航行期間，由該管官署核定之，但最長期間不得過一年。

航行期間屆滿後，非重經檢查合格，不得航行。

第二十二條 在航行期間內，遇有左列情形之一時，非經聲請臨時檢查合格，不得航行。

一 遭遇碰撞或災變有損傷時。

二 客貨艙位或重要設備有變更時。

三 船身經入塢或上架修理時。

四 保險汽門經啓封時。

五 船身或機器之重要部份經更換或損傷時。

六 機器或汽鍋拆卸或推進機軸拆損時。

第二十三條 小輪船初次檢查合格後，應發給檢查簿及檢查證書，以後每經檢查後，應將檢查情形，

依式記載於檢查簿，並換給檢查證書。

依前條之規定，經臨時檢查者，應給臨時檢查證書。

第二十四條 除第二十二條各項情形，應聲請檢查外，檢查證書所載事項有變更時，管船員應敘明

事由，聲請該管官署查明更正，並加蓋官章證明。

### 第三章 註冊給照

第二十五條 小輪船註冊給照，應由所有人向交通部直接呈請，或呈由當地航政官署，或地方官署轉呈請領。

第二十六條 呈請註冊給照時，應具報左列事項。

- 一 小輪船所有人姓名或名稱及住所。
- 二 船舶種類及船名。
- 三 總噸數及淨噸數。
- 四 長廣深度及吃水尺寸。
- 五 船質及甲板層數。
- 六 機器種類。
- 七 機器馬力及行駛速率。
- 八 推進器種類。
- 九 航綫圖說。
- 十 航線起訖及經過地點。
- 十一 購置價值。

十二 造船年月造船地點及廠名。

十三 管船員之姓名及資歷。

### 第二十七條

呈請註冊給照時，應檢同所有權證明文件，及丈量檢查書據，一併呈驗。

小輪船經丈量檢查後，在未領到執照前，得聲請該管官署發給臨時航行證，但有效期間以兩個月為限。

### 第二十八條

為漁輪呈請註冊給照時，除依前二條之規定辦理外，並應呈驗實業部發給之漁業執照。

### 第二十九條

呈報內河航綫，每船不得過三條，並應以同一處所為起點，其經過地點，須依次順列，不得繞越凌亂。

內河航綫，遇有特別故障，或輪班擁擠時，應由當地航政官署，或地方官署查明呈報交通部，停發該航綫內之輪船執照。

### 第三十條

在同一航綫內之小輪船，不得與領照在先者同名。

### 第三十一條

小輪船執照，應常置本船上備查。

### 第三十二條

已經註冊給照之小輪船，當地航政官署及地方官署，均應隨時保護。

### 第三十三條

已領執照之小輪船，如有違反規章，或濫載競爭情事，當地航政官署，或地方官署，應查

明制止，或呈報交通部請銷執照。

第三十四條 小輪船遇第二十六條第一款至第十款所載事項，有變更時，應呈報交通部換給執照，

如將該船租賃他人時，應聲請該管官署備案，並於執照上註明，加蓋官章證明。

第三十五條 小輪船遇有左列情事之一時，應呈報交通部繳銷執照。

一 船身毀損不能航行時。

二 自行停業或經官署以職權令其停業時。

三 轉售贈與時。

四 因噸數增加依船舶法之規定應領取國籍證書時。

第四章 丈量費、檢查費及冊照費

第三十六條 聲請丈量檢查，或註冊給照者，應各依附表定額，繳納丈量費、檢查費，或冊照費。

第三十七條 依第四條但書之規定，就該船所在地施行丈量或檢查者，除依定額繳費外，並須繳納

丈量員或檢查員照章應領之旅費。

前項旅費，如遇數船同在一處，同時施行丈量或檢查時，與一船同其數船不屬一人所

有者，各按其應丈量及檢查費用之多寡比例分担之。

第三十八條 丈量或檢查已着手施行，而聲請人撤回聲請時，仍應照定額繳費。

第三十九條 依第八條之規定，分別部份丈量時，應共作一次照定額繳費。

第四十條 依第九條之規定，丈量該船變更部分時，應照定額繳費。

第四十一條 依第十一條之規定，丈量乘客艙位時，無須另繳丈量費。

第四十二條 依第十二條之規定，復行丈量時，除聲請人有變更該船原狀情事，或復量結果，原計算之噸數，並無錯誤者，均須照定額繳費外，無須繳納丈量費。

第四十三條 依第二十條之規定，聲請重行緘封，或依第二十四條之規定，聲請更正。蓋章時應各繳手續費二元，但因有臨時檢查之必要，已繳檢查費者，無須另行繳費。

第四十四條 小輪船經丈量檢查後，發給丈量噸位證書、復量單，或檢查簿、檢查證書、臨時檢查證書時，均無須另行繳費，但此項書據，如有遺失毀損，聲請原發官署補發或換發者，各應繳手續費二元。

第四十五條 小輪船執照，如因遺失毀損，或所載事項變更，呈請交通部補發或換發者，應照定額二分之一繳費。

呈請發給補發或換發執照者，均應附繳印花稅二元。

第四十六條 依第二十七條第二項之規定，請給臨時航行證及依第三十四條之規定為租賃備案者，應繳手續費二元。

## 第五章 附則

第四十七條 小輪船違反第三條第二十一條第二項，第二十二條或第二十七條第二項但書之規定而航行者，該管官署得科以一百元以下之罰款。

第四十八條 違反第十八條第二十條第二十四條，第三十四條或第三十五條之規定，該管官署得

科以五十元以下之罰款。

載客逾額者，依前項之例科罰，但為救濟危難於可能範圍內，逾額搭載者，不在此限。

第四十九條 辦理丈量，檢查註冊給照之公務人員，如有違章需索，或故意留難情事，小輪船所有人租賃人或管船員，得向交通部或當地司法官署據實呈訴。

第五十條 本章程施行前，已經丈量或檢查領有證書或憑單者，一律有效。但如因船身改造，容量變更，及原定航行期間已屆滿時，應照本章程之規定辦理。

第五十一條 本章程施行前，已領有輪船執照，或船舶執照者，除總噸數滿二十噸以上者，應依法改領船舶國籍證書外，其餘一律繼續有效。

第五十二條 本章程自公布日施行。

丈量檢查及册照費表

册 照 費	臨 時 檢 查 費	定期檢查費		新造船之檢查費		丈 量 費	類 別 總 噸 數
		非 旅 客 船	旅 客 船	非 旅 客 船	旅 客 船		
二 十 元	十 五 元	十 五 元	二 十 元	二 十 元	二 十 五 元	十 五 元	二十噸以上未滿
十 二 元	九 元	九 元	十 二 元	十 二 元	十 五 元	九 元	十噸未滿

交通部東北各江商船領江證書章程（二十一年一月二十一日公布）

第一條 本章程適用於東北各江商船領江人員。



第二條 商船領江分大領江二領江兩級。

第三條 領江須呈經航政局審查合格，由交通部發給證書後，方得服務。

第四條 請領領江證書，須具有左列資格。

一 年滿二十六歲以上，在商船上繼續服務，已滿六年，並曾充大領江一年以上者，得請領大領江證書。

二 年滿二十三歲以上，在商船上繼續服務，已滿三年，並曾充二領江一年以上者，得請領二領江證書。

前項資格，須由所屬公司或本管船長，以書面證明之。

第五條 在商船上練習領江滿三年以上，由本管船長及領江出具證明，堪以充當二領江職務者，得請領二領江證書，充當二領江滿三年以上，由本管船長出具證明，堪以充當大領江職務者，得請領大領江證書。

第六條 凡請領領江證書者，須備最近半身像片兩張，親赴主管航政官署指定之醫生處檢查體格，證明下列各項，並由醫生於像片上簽字為證。

一 身體健全。

二 目光良好。

三 耳聾聰明。

四 無神經病。

五 不吸鴉片。

第七條

凡請領領江證書者，須開具詳細履歷，聲明諳習某航線，並呈驗在商船上服務之證明書，（以商船船長或公司負責人員所出證書為限），檢查體格證明書，及醫生簽字之像片兩張。

第八條

領江執行業務，以證書所載航線為限。

第九條

凡請領領江證書者，須繳左列之證書費，並隨繳印花稅二元。

甲 大領江二十元。

乙 二領江十元。

第十條

凡為商船領江，出具證明書，須親筆署名蓋章，方為有效，如證明事件有虛偽假冒情事，查明屬實後，得移送法院論罪。

第十一條

商船領江證書，如有塗改假冒，查明屬實者，除取銷其證書外，並得移送法院論罪。

第十一條

領江證書如有遺失時，應即登報聲明作廢，取具本公司或本管船長之證明書，將遺失實情，呈報航政局查核，轉呈交通部補給，并照定額繳納證書費二分之一。

證書毀損請補給者亦同。

第十三條 商船領江證書有效期間爲五年，期滿後請換新證書時，仍依本章程之規定辦理。但證書費繳定額二分之一。

第十四條 海員管理暫行章程，關於規定船員之事項，於領江準用之。

第十五條 領江犯下列各項之一者，交通部或主管航政官署，得收回或撤銷其證書，但收回期間，最長不得過二年。

- 一 因酒醉狂暴，或其他失當行爲，或才力不能勝任，致船舶失事者。
- 二 夾帶違禁物品，或有其他犯罪行爲者。

前項收回證書之期間屆滿後三個月以內，得由本人呈請發還證書，逾期不給。

第十六條 本章程自公布之日施行。

### 船舶載重線法（二十年十二月五日國民政府公布）

第一條 中國船舶除左列各款外，應依本法測定並劃明載重綫。

- 一 總噸數未滿一百噸，或容量未滿一千担之船舶。
- 二 軍艦、漁船、游艇及非用於運送客貨之船舶。

第二條 船舶載重線爲最高吃水線，船舶航行時，其載重不得超過該線。

第三條 船舶載重線，應由船舶所有人或運送人聲請主管航政官署測定後，遵照劃明於船身兩旁。

第四條 船舶載重線畫明後，應由主管航政官署驗明發給船舶載重線證書。

第五條 船舶載重線證書，有效期間爲五年，期滿後船舶所有人或運送人，應重行聲請測定。

第六條 船舶航行遠洋或在外國口岸，其載重線證書之有效期間，屆滿時在該船舶駛回本國口岸以前，視爲有效，但不得逾三個月。

第七條 船舶載重線證書於重行測定時，如主管官署認爲船舶仍屬堅固，得延長證書有效期間，但不得逾五年。

第八條 船舶在本國口岸，因特別情形，急須發航，不及請領或換領船舶載重線證書時，得聲請主管航政官署發給臨時證書，但其有效期間，以一個月爲限。

第九條 專用於運載木料或油料之船舶，其載重線測定之位置，得較尋常船舶酌量加高。

第十條 船舶載重線經畫明後，不得修改塗抹或隱蔽。

第十一條 船舶載重線經畫明後，遇有左列各款情事之一時，應將證書繳銷，聲請重行測定。

一 船面構造變更，影響於載重線之計算時。

二 船身受損，有礙船舶之安全時。

三 船上艙口護具，船邊圍欄，排水口，及水手居室之通行道等，各項設備有缺損時。

四 經主管航政官署查驗，船舶各項設備與證書所載不符時。

第十二條 未盡有載重綫或船舶載重綫證書，有效期間屆滿，未經重行測定之船舶，除有第七條之情形外，不得航行。

第十三條 外國船舶，航至中國口岸時，應將船舶載重綫證書，呈由主管航政官署查驗，如有左列各款情事之一者，主管航政官署得將其船舶暫行扣留，並通知該船國藉領事。

一 船舶載重超過證書所規定之限制者。

二 載重線之地位與證書所載不符者。

三 船舶各部有第十一條各款情事之一者。

第十四條 違反第二條，第十條，第十一條，或第十二條之規定者，處百元以上，千元以下之罰金。

第十五條 以詐欺行為，取得載重線證書，或臨時證明書者，處二年以下有期徒刑，或百元以上，千元以下之罰金。

第十六條 本法施行細則，由交通部定之。

第十七條 本法施行日期，以命令定之。

軍隊乘船裝運危險物品規則（二十年五月一日軍政部公布）

- 第一條 軍隊乘船，裝運危險物品，每因處理不慎，發生意外，茲爲防範起見，特訂定本規則遵守之。本規則所稱危險物品，係指各種火藥、槍彈、砲彈、炸彈、毒氣、暨各種火具而言。
- 第二條 運輸危險物品，在上船之前，須由運輸部隊（機關）最高主任長官指派押運專員，攜帶軍用運輸護照或證明書，送經船主驗明，指定適宜艙位，方可裝載。
- 第三條 存放危險物品之貨艙附近，除船員外，無論何項旅客，不准擅入，以免發生意外。
- 第四條 裝運危險物品之貨艙，不得與機器房及廚房靠近，以免震動爆烈。
- 第五條 凡性質不同之危險物品，不得用同一艙位裝載，一切容易引火或爆發物品，不得接近，且須與普通商貨隔離。
- 第六條 危險物品之裝卸處理，務須穩妥安全，迅速完竣，並不得有拋擲輾轉等情事。
- 第七條 存放危險物品之艙門，應日夜落鎖，門外之四週，由押運專員不時巡視，并派士兵輪流守衛，以防疏虞。
- 第八條 押運員與護送兵，不准吸煙飲酒滋事，担任守衛之士兵，並不准隨意坐臥及擅自離開情事。

第九條 押運官兵對於開船停船應受船員之調度，不准妄加干涉，尤不准有凌辱船員之舉動。

第十條 押運官兵，除指定人數及物品外，如有包攬搭客及夾帶貨物情事，并有違反本條例之規定者，准由船主報告，就近最高軍事機關，先行處置後，呈報軍政部核辦。

第十一條 本規則如有未盡事宜，得呈請修正之。

第十二條 本規則自公布日施行。

### 商辦造船廠註冊規則（民國二十一年一月九日公布）

第一條 凡商辦造船廠，均應依本規則之規定，聲請主管航政局查核後，轉呈交通部註冊，發給執照，但無機器設備者，不在此限。

第二條 未領執照之商辦造船廠，不得承造船舶。

第三條 商辦造船廠聲請註冊，應向主管航政局領取註冊聲請書，依式填寫左列各款，附具圖說，并取具同業一家以上之證明。

一 資本數額。

二 工程師資格。

三 船塢設備。

四 機器廠設備。

第四條 已經領照之商辦造船廠，業主變更時，應重行聲請註冊。

第五條 已經領照之商辦造船廠，如停止業務，或變更地址，或擴充營業時，應分別情形，聲請主管航政局查核後，轉呈交通部備案，并撤銷或換給執照。

第六條 主管航政局如發見造船廠之船塢機器設備，或工程師資格，與原聲請書所載不符，經查實時，得呈請交通部撤銷其執照。

第七條 執照遺失時，應登報聲明作廢，聲請主管航政局轉呈補領。

第八條 請領執照，應依左列之規定繳費。

一 能造一千噸以上之船舶者。 四十元。

二 能造百噸以上之船舶者。 二十元。

三 能造百噸以下之船舶者。 十元。

換領或補領執照，依上列規定，減半繳費。

第九條 本規則自公布之日施行。

商辦造船廠發執照聲請書

換請補



為聲請事竊

茲因

交通部商辦造船廠註冊規則請予

鑒核轉呈

交通部發給執照以資遵守實為公便謹呈

航政局

具聲請書人

住址

證明人

住址

中華民國

年

月

日

計開

船廠名稱	地址

所有  
依照

發執照理合開左列事項敬請

造船廠

執照費	附呈文件	聲請事由	能造最大船舶	機器廠設備	船塢設備	技士名額及資格	船廠所有人	資本數額

如有船架起重機等設備，應列入船塢設備欄內。

如係外國人所辦，應於廠主欄內註明國籍。

### 漁輪長漁撈長登記暫行規則（民國二十一年二月六日部令公布）

第一條 凡中華民國人民，在舉行漁業人員考試以前，志願為本國之漁輪長漁撈長者，應依本規則向實業部呈請登記。

第二條 漁輪長漁撈長以服務遠洋漁輪者為甲種，以服務近海漁輪者為乙種。

第三條 甲種漁輪長漁撈長，須有左列資格之一。

一 在國內外水產大學或專門學校漁撈科畢業，曾任乙種漁輪長或漁撈長一年以上，並在遠洋漁輪上，繼續任大副二年以上者。

二 在國內外商船專門學校航海科畢業，曾任乙種漁輪長三年以上，并繼續任遠洋漁輪大副滿二年者。

第四條 乙種漁輪長漁撈長須有左列資格之一。

一 在高級水產學校漁撈科畢業，在乙種漁輪上繼續服務滿三年後，並曾任大副一年以上者。

二 在商船學校航海科畢業，在乙種漁輪上，繼續服務滿三年後，再任大副一年以上者。  
三 在乙種漁輪上，繼續服務滿五年後，連任大副二年以上者。

第五條 前兩條規定之資格，除學校畢業者，查驗證書外，並須由服務漁輪之機關，或公司，或船長，或航政局，或稅務司出具證明書。

第六條 凡呈請登記者，應具呈請書連同證明文件登記費印花稅，並最近二寸半身相片二張，呈送實業部。

第七條 登記費額甲種各三十元，乙種各十五元，審查不合格時，連同印花稅發還之。

第八條 實業部對於登記之呈請，依本規則第一條至第五條審查之，其合格者給予登記證。

第九條 本規則公布前，已任各漁輪長漁撈長者，應於本規則公布後三個月內，呈請登記。

第十條 凡由水產學校漁撈科出身，並領有商船船長證書者，得免領本部漁輪長或漁撈長登記證，充任漁輪長或漁撈長。

第十一條 凡一漁輪，其漁輪長領有商船船長證書，而非水產學校漁撈科出身者，仍須添用一有領得本部登記證之漁撈長。

第十二條 漁輪長漁撈長執行職務，有違反法規，損害漁業或航業者，實業部得註銷其登記，並追繳其登記證。

第十三條 本規則自公布之日施行。

### 商船職員證書章程

交通部以商船職員之證書章程，多有不合，特令航政司酌加修改，現修正章程，業經核准，於昨日以部令公布，茲錄其修正商船職員證書章程於後。

第一條 本章程所稱之商船職員，係指在商船服務之駕駛及輪機兩種船員而言。

第二條 商船駕駛及輪機職員分列各級。

一 駕駛員(甲)船長，(乙)大副，(丙)二副，(丁)三副。

二 輪機員(甲)輪機長，(乙)大管輪，(丙)二管輪，(丁)三管輪。

第三條 商船各級職員須呈請交通部，考驗合格給予證書，始得服務。

第四條 商船職員證書分左列三種。

一 甲種證書發給航行遠洋商船職員者。

二 乙種證書發給航行近海及沿海商船職員者。

三 丙種證書發給航行江湖商船職員者，前項證書內凡船員職務及諳習某條航線，或某

種機器，須分別標準，以資區別。

第五條 凡在國內外大學或專門學校學習商船學得有駕駛或輪機機械等科畢業證書，并在商船

第六條

上實習或會充服務者，得應商船職員考試，商船職員考試章程另訂之。

在商船職員考試未舉行前，凡得有前條之畢業證書，已在商船上充當職員，取具本公司或本管船長證明書，依照本章程第十三條至第十五條之規定，呈請交通部審核合於下列資格之一者，得暫行發給本章程第四條所列相當船員證書。

- 一 在商船上繼續服務已滿九年，並曾充船長滿一年以上者，得給予船長證書。
  - 二 在商船上繼續服務已滿六年，並曾充大副滿一年以上者，得給予大副證書。
  - 三 在商船上繼續服務已滿四年，並曾充二副滿一年以上者，得給予二副證書。
  - 四 在商船上繼續服務已滿二年，並曾充三副滿一年以上者，得給予三副證書。
  - 五 在商船上繼續服務已滿九年，並曾充輪機長滿一年以上者，得給予輪機長證書。
  - 六 在商船上繼續服務已滿六年，並曾充大管輪滿一年以上者，得給予大管輪證書。
  - 七 在商船上繼續服務已滿四年，並曾充二管輪滿一年以上者，得給予二管輪證書。
  - 八 在商船上繼續服務已滿二年，並曾充三管輪照一年以上者，得給予三管輪證書。
- 前項服務年限之計算，除充任第二條所列之各船員，應按年月計算外，其充任舵工伙夫長銅匠鐵匠等職務之年限，超過二年以上者，概作二年計算，實習期間亦同，有前條畢業證書而未充商船職員者，得在商船上實習，俟滿前項年限後，再請發給船員證書，船長輪機長以

下各級船員領有證書者，充證書上所載職務滿二年，執有服務證明書者，得按照本章程第十三條至第十五條之規定，呈請核發高一級之證書，但大副大管輪須服務滿三年者，方得升級。

### 第七條

在本章程未公布以前，已在商船上充當職員，而無本章程第五條之畢業證書者，經本公司或本管船長具書證明其服務成績，呈部審核時，得比照本章程第六條所定之服務年限及其職務，暫行發給相當之船員證書。

前項核審有必要時，得由部派員面試。

### 第八條

領有甲種船員證書者，得充乙種或丙種同級之職務，領有乙種證書者，得充丙種同級或甲種低一級之職務，領有丙種證書者，得充甲種低二級或乙種低一級之職務，若所充低一級或低二級之職務，繼續不斷滿兩年以上者，得改換甲種或乙種證書，至領有甲種證書而服務於近海及沿海之輪船，屆升級時，只能請換乙種證書，領有乙種證書而服務於江湖輪船，屆升級時，祇能領丙種證書。

### 第九條

非商船學校或程度相當之學校出身者，不得領甲種船長或輪機長證書。

### 第十條

在二百噸以下輪船服務之船員，請領證書者，由交通部查核該輪所行駛之航線，酌量核發低一級或二級之證書，以示限制。

第十一條 在本章程未公布以前，已領有船員證書者，應依照本章程第十三條至第十五條之規定，

呈請交通部審核合格後，換給新證書，第七條第二項之規定本條亦適用之。

第十二條 凡充當船長輪機長者，年齡須在二十八歲以上，其餘船員須滿二十歲以上。

第十三條 凡請領商船職員證書者，須備最近二寸半身像片兩張，親赴交通部指定之醫生處檢查

體格，證明下列各項，並由醫生於像片上簽字為證。

- 一 身體健全者。
- 二 目光良好無色盲病者。
- 三 耳聽聰明者。
- 四 無神經病者。
- 五 不吸鴉片者。

第十四條 凡請領商船職員證書者，須開具詳細履歷，聲明諳習某條航線或某種機器，並呈驗學校

畢業證書，在商船服務證明書，該證明書須粘貼本人二寸半身像片一張，於去職時或升

調時由本輪船長或公司負責人簽具，除蓋私章外，並加蓋本輪或公司圖記，至像片上亦

須騎蓋該項圖記，檢查體格證明書及醫生簽字之像片兩張。

第十五條 凡請領商船職員證書者，須繳左列證書費，並隨繳印花稅費二元。



甲 船長輪機長各四十元。

乙 大副大管輪各三十元。

丙 二副二管輪各二十元。

丁 三副三管輪各十元。

#### 第十六條

凡爲商船職員出具證明者，須照第十四條規定，親筆署名蓋章，并加蓋公司，或輪船圖記，方爲有效，如證明事件有虛偽捏冒，經查明屬實後，本部得沒收船員所繳之證書印花各費，并提交法庭，以僞證論罪。

#### 第十七條

自本章程公布之日起六個月內，凡服務於中國商船之駕駛輪機兩種職員，無論其已否領取外國船員證書，均須向交通部請領船員證書。

#### 第十八條

凡行駛內河不滿二十噸商船之職員，得不適用本章程之規定。

#### 第十九條

中國海軍軍官願在商船服務者，須由海軍最高長官，將履歷及各種證明文件，咨送交通部審核合格者，給予相當船員證書，其辦法仍依本章程之規定。

#### 第二十條

商船職員領得證書後，應各順次裝掛於該商輪顯明之處。

#### 第二十一條

商船職員證書如有塗改假冒者，經人控告，查明屬實後，應即取消其證書，并科以比額

證書費十倍之罰金。

第二十二條 商船職員證書如有遺失時，應即登報聲明作廢，并須取具本公司或本管船長之證明書，將遺失實情，呈報交通部審核補給，并須繳納本章第十五條所定證書費二分之一，證書毀損請補給者亦同。

第二十三條 商船職員證書有效期間為五年，期滿後請換新證書時，仍依本章程之規定辦理，但證書費繳定額二分之一。

第二十四條 商船職員犯下列各項之一者，交通部得取銷或收回其證書，但收回之期間，最長不得過三年。

一 商船職員經法庭證實或別種證明，因不應為而為，或應為而不為，致破壞船舶及損失生命財產者，即取銷其證書。

二 商船職員經法庭證實，或別種證明，因酒醉狂暴或其他失當行為，或才力不能勝任，致發生撞沉及擱淺等情事者，按其情節重輕取銷或收回其證書。

三 商船職員自行夾帶或賄縱他人私帶違禁物品，或有其他犯罪行为者，即取銷或收回其證書。

四 商船職員經法庭判決受刑事處分，褫奪公權，尙未復權者，即取銷或收回其證書。前項收回證書，交通部得按其情形，宣告收回之期間，於期滿後得由本人呈請發還。

書。

第二十五條 前條船員證書取消或收回後，交通部得酌其情形，改給低一級或低二級之船員證書。

第二十六條 本章程如有未盡事宜，得由交通部隨時修正之。

第二十七條 本章程自公布之日施行。

### 附件第三

#### 國際海上人命安全公約（見時事新報）

本公約係德、奧、比、加、拿、丹、麥、西、班、牙、愛、爾、蘭、美、英、芬、蘭、法、印、度、意、日、那、威、荷、蘭、瑞、士、諸國發起，於一九二九年五月一日於倫敦簽訂，尙未實行，而我國政府，亦迄未加入。該公約共六十六條，又附件二項，第一項附件爲本公約當然之一部份，我國立法院於民國二十一年十月二十九日將本公約全部通過，本公約第一項附件之譯文，係由上海市航業同業公會交來者，附誌銘謝。本公約第二項附件，即修正航海避碰章程，然以一九一〇年公議之避碰章程，業刊於船舶碰撞章內，茲不重印。

#### 國際海上人命安全公約

弁言

#### 第一章 序言

#### 第二章 船舶構造

第三章 救生設備

第四章 無線電設備

第五章 航海安全

第六章 證書

第七章 通則

第八章 終則

附件

章程

構造

救護設備

航海安全

證書

# 國際海上人命安全公約

弁言

德意志、奧地利、比利時、加拿大、丹麥、西班牙、愛爾蘭、美利堅、英吉利、芬蘭、法蘭西、印度、義大利、日本、那威、荷蘭、瑞典、蘇聯、各國政府，咸願於公認可中，樹立統一原則與法規，以增進海上人命之安全，以爲達此目的，莫宜於訂立公約，爲此各派全權代表如左。

德意志政府派駐英全權大使施達謀，政府顧問電政部委員柯尼士，法律顧問電政部諮議威南，輪船種類登記會社總裁萊士，國有輪船登記部總裁博士武蘭士，柏林郵政部委員齊史，海軍中將觀象台主任多明尼。

奧地利政府派駐英海軍代表費克士，海軍少校後備員富利，航政局局長譚維斯。

比利時政府派海軍總局局長顧孟海，海政局局長溫哥，海政局顧問顧爾。

加拿大政府派海軍部代理部長約翰史敦，駐英高等委員處秘書派柯特。

丹麥政府派工商部海務局助理秘書克羅，最高法院法官達勃沙任遜，船長大副主考官洛克，柯彼勒合衆輪船公司技術主任高屏，工商部技監萊遜，工商部工程委員寶爾遜。

西班牙政府派駐歐海軍委員長海軍少將沙納士。

愛爾蘭政府派駐英公務委員特蘭多，工商部海務處檢驗船舶主任福士德。

美利堅政府派國會議員兼航漁委員會委員長華愛士，商務部航政委員梯婁立，法部條約委員會委員長白伍士，海軍部造修司司長海軍少將洛克，海軍上校海道測量局長甘孚，商務部無線電

司司長特蘭爾，海軍少將德爾索，美國汽船公司聯合會會長華克，美國全國造船聯合會會長施密士，美國航業聯合會會長海軍上校麥立司脫。

芬蘭政府派航務局局長伯爵司特，考察航務專員盤門，芬蘭航業業主聯合會會長領事官克敦。法蘭西政府派國會議員利亞，公用局航務處處長海軍上校哈白爾休，海軍中校航務處處長馬利，海軍上校駐英法使館海軍參贊沙羅特。

英吉利政府派海軍中將子爵利克孟，阿孟士大學海軍造船教授子爵艾培爾，造船聯合會副會長愛爾，海軍上校商務部海政司專門委員培特，商務部海政司司長鮑意特，合衆國商航聯合會會長子爵克利，商務部檢驗船舶主任諱尼爾，航業指導委員會委員長子爵顯爾，商務部海政司副秘書子爵顯勃伍特，商航局海軍上校馬爾爾。

印政府派商務子爵柯培特，海軍上校海口檢驗員威士，新提亞輪船公司總經理馬士特。

義大利政府派航務處主任殷勤倪，海軍中將航務處總工程師愛蘭沙，駐英義使館顧問伯爵維蘭那夫，僑務局顧問金倪倪，陸軍少將港務處副處長馬納，海軍技監佛蘭梯，郵電部電務司司長倪門，海軍中校畢許利。

日本政府派遞信省航務局局長山本，海軍大佐大田，駐英大使館一等秘書伊勢。

那威政府派那威駐英公使福特，商航部船務司司長韓遜，商航部船務工程處主任檢驗員師爾

海特，那威航船副聯合會會長馬士德蘭特，海員救火員聯合會理事培克蘭。

荷蘭政府派航政局局長航海軍中將福克，前任東印度航政局局長葛齊，海軍造艦檢驗船舶顧問屈力爾，海岸船舶無線電專員白蘭，亞姆亞公司經理亞木蘭，前任和蘭輪船公司總理俞爾肯。

瑞典政府派瑞典駐英大使男爵派密司梯納，商務局助理秘書斬爾遜，社會局海政專員愛葛脫。蘇聯政府派駐法俄大使伍蘭士，列寧號船長埃齊上校。

以上各代表，互將全權證書校閱，認為妥善，議訂條款如左。

## 第一章 序言

第一條 締約各國政府担任實行本公約各條款，以增進海上人命之安全，於公布各項章程外，并採取必要辦法，俾本公約得以完全實行。

本公約各條款須加第一附件所載章程，方為完備，該章程與本公約，有同等力量，凡引用本公約處，同時即包含引用該章程之意。

第二條 公約之適用及其釋義。

第一款 本公約各條款適用於締約各國所屬船舶，按照本公約第六十二條，適用本公約屬地之船舶，亦適用之，其內容如左。

第二款 (船舶構造) 適用於國際航海之載客船舶，船舶之用機器運

行者)

第三章 (救護設備) 適用於國際航海之載客船舶 (船舶之用機器運行者)

第四章 (無線電設備) 適用於國際航海之各種船舶，但一千六百噸以下之運貨船舶，不在此限。

第五章 (航海安全) 各處航行之各種船舶均適用之。

第六章 (證書) 適用本公約第二章第三章第四章之各種船舶均適用之。

第二款 適用上述各章船舶之種類，在各章均有明確規定適用之範圍亦同。

第三款 本公約除別有明文規定外其名稱之含義有左。

(甲) 稱船之屬於某國者謂該船曾在某國海港註冊。

(乙) 稱主管機關者謂註冊該船之政府。

(丙) 稱國際航海者謂船舶由締約國海港駛往他處，或由他處到達締約國海港，凡殖民地海外屬地保護國委任統治地，均視為一國。

(丁) 稱載客船舶者謂載客在十二人以上者。



(戊) 稱章程者謂第一附件所載者。

第四款 本公約除別有明文規定外，於戰艦不適用之。

### 第三條 不可抗力事件。

船舶於起碇時，不受本公約拘束者，於其因天氣不良，或其他不可抗力致變，更其航程時，亦不適用本公約之規定。

凡乘客因不可抗力或因船長有搭救被難乘客之義務，而載於其船者，於決定本公約條款適用於某船舶時，可勿須顧及。

## 第二章 船舶構造

### 第四條 適用之範圍。

第一款 本章所有規定除別有明文規定外，祇適用於國際航海之載客新船。

第二款 所謂載客新船者，謂新船安放龍骨或以他種船舶改爲載客輪船，始於一

九三一年（即中華民國二十年）七月一日或在其後者，其他載客輪船

稱原有載客輪船。

第三款 主管機關對於船之航線及航程情形，認爲適用本章各項規定，爲無理由，或無必要者，得分別船類酌量免除，但以船之航程距離最近陸地，不逾二

十海里者爲限。

#### 第四款

載客輪船航程距離，最近陸地，不逾二百海里者，如能證明章程第九第十  
第十五第十九各條之規定，於理由或實施爲不適當者，其主管機關得從  
寬免其遵守。

#### 第五款

原有載客輪船供國際航海，其設備未能與本公約關於載客新輪之規定  
適合者，其主管機關應按照增進航海安全上之實際及理由改良之。

#### 第六款

國際航海之載客輪船運送多數散艙旅客時，例如結隊進香者，其主管機  
關，如認本章之規定，不能實施時得免其遵守，但以能合左列情形者爲限。  
(甲)此種特別業務必須船舶造構完全合格。

(乙)設法訂立適用於此種業務之普通章程，如載運此種乘客與其他締  
約政府，有直接關係者，應與該政府協定之。

#### 第七款

凡不用機器運行之船及舊式木質船如沙船帆船等類，不適用本章之規  
定。

### 第五條 船內之防水分段。

#### 第一款

船舶應依其業務性質爲適當之分段，依後列各條及章程行之。

第二款 分段之程度，視船身之長短，與船之業務爲衡，例如載客船舶，爲船身之最長者，其分段程度亦最鉅。

第三款 章程第一條至第五條揭載決定船舶分段程度之方法。

第四款 凡船舶爲維持其必需的分段程度計，應核定合於分段吃水線之載重線，並標明於船之兩旁，倘船內之地位，能互用於載客及運貨時，船東得請求主管機關之核准，增加合於分段吃水線之一條或多條之載重線，其已核定載重線之乾舷及營業之狀況，應載明於安全證書外，依章程第七條之規定辦理。

第六條 船首及機艙隔堵與軸洞等部份。

船首船尾以及機艙之極端處，應設防水隔堵之用螺旋輪推進之船舶，應設有防水輪軸洞，或合章程第六條所規定之同等防水分段。

第七條 構造及試驗。

章程第八條至第十三條及第十五條至二十一條之規定，對於左列諸項適用之。

(甲) 關於分段隔堵內層底防水甲板長洞通氣管禦火隔堵等之構造及試驗。

(乙) 關於管理隔堵船旁氣候甲板等開口處之規則及關閉開口處之方法。

(丙)關於試驗及規定檢驗隔堵與船旁開口處之閉塞方法。

(丁)關於防水分段間之太平門。

(戊)關於抽水設備。

(己)關於汽機後退力及助理運舵機具。

## 第八條 隱度試驗。

凡載客新輪於完工時應用傾斜方法，決定其隱度之要素，關於隱度各項資料，應盡量供給船上職員，得為有效之運用。

## 第九條 航海記事簿之登載。

凡啓閉防水分段等事以及各項檢驗操演，依章程第十四條之規定，在航海記事簿上登載之。

## 第十條 船舶之初次及繼續檢驗。

關於檢驗船身鍋爐機器及其他設備之普通原則，無論載客新輪，或原有客輪，均載在章程第二十二條締約各國政府應担任左列事項。

(一)根據此種原則訂立詳細章程或將原有章程修正以適合此種原則。

(二)務使章程能切實奉行，前項詳細章程，當處處注意於人命安全及船舶能否適合

於所任業務。

### 第三章 救生設備

#### 第十一條 釋義。

本章各名詞釋義如左。

(甲)謂新船者指船舶之龍骨於公歷一九三一年(即中華民國二十年)七月一日  
或在其後始行安放者,其他船舶統稱原有船舶。

(乙)謂短程國際航海者,指國際航海距最近陸地不逾二百海里者。

(丙)謂浮具者指艙面浮椅浮凳除救生艇救生圈及救生衣外之其他一切浮具。

#### 第十二條 適用之範圍。

第一款 本章除別有明文規定外,適用於用機器運行之載客新輪經營國際航海  
事業者。

第二款 短程國際航海之載客新輪,準用本章第十三條第十四條第十九條第二  
十五條之特別規定。

第三款 主管機關對於船之航線及航程情形,認為適用本章各項規定,為無理由,  
或無必者,得免其遵守,但以船之航程距離最近陸地不逾二十海里者為

陽

#### 第四款

凡用機器運行之原有載客輪船，用於國際航海者，其救護設備有未合本章關於載客新輪之規定者，其主管機關須設法使該項客輪在中華民國二十年七月一日以前，將設備充量改善，以適合本章第十三條所定原則及其他各項規定。

#### 第五款

國際航海之載客輪船（以機器運行者）運送多數散艙旅客時，例如結隊進香者，其主管機關如認本章所規定不能實施時，得免其遵守，但以合於左列情形者為限。

（甲）在業務情形可能範圍內其救生艇救生具及消防各項必須完備。

（乙）所有救生艇及救護器械須與第十三條規定之意義相符克應不時之需。

（丙）在船每人各有救生衣一件。

（丁）應設法訂立適用於此種業務之普通章程如載運此種乘客與其他締約政府有直接關係者，並應與該政府協定之。

### 第十三條 救生艇及浮具。

本章規定船內之救生艇及浮具，其宗旨在危急時立能應用並足敷應用。

第一款 爲謀立能應用救生艇及浮具須有左之效用。

(甲) 船舶逆航中任何傾側輾轉，亦能將救艇浮具放下水面穩而且速。

(乙) 使乘客得以附搭便捷而不至擁擠。

(丙) 安置救艇浮具之處，務使移動時各無障礙。

第二款 爲謀足敷應用救生艇及浮具須有左之設備。

(甲) 除參照乙項辦法外，所備救生艇位，必須能容全船之人，此外並須置備在船人數四分之一之浮具。

(乙) 短程國際航海之載客輪船其救生艇，按章程第三十九款之規定配置之，並須加備浮具俾艇與具，足供全船之人，如章程第三十八條所

明定者，此外再備在船人數十分之一之浮具。

(丙) 載客輪船之救生艇已足容全船之人者可不增加。

#### 第十四條 立能應用及足敷應用之要義。

確定前條所載之立能應用及足敷應用之辦法應依章程第三十七條第三十八條第

三十九條之規定。

第十五條 救生艇救生浮筏浮具之定式。

所有救生艇救生浮筏浮具樣式應照本公約及章程第二十四條至第二十九條規定之條件。

第十六條 救生艇之構造。

所有救生艇必須如法構造其樣式及量度比例堪勝航海之任，並於載定原配人數及備具時，綽有任重之量，其艇身並須充分堅固，經載足人數及備具時，得安全放下水面。乘客登艇之設備，乘客在甲板上登艇，須有適當之設備，每一吊艇之架，應備一適用繩梯。

第十八條 救生艇及浮筏之容量。

每種之法定救生艇及認可之浮筏浮具容載人數暨認可條件，應依照章程第三十條至第三十五條所載決定之。

第十九條 救生艇及浮筏之設備。

救生艇及浮筏之設備須依章程第三十六條之規定。

第二十條 救生衣救生圈。

第一款 凡船舶適用本章所規定者，其在船每人必須各有救生衣一件，其樣式以



曾經主管機關核定者爲準，除所備之衣兼合孩童穿着外，應充分另置合

於孩童穿着之衣。

第二款 除前項救生衣外並應備曾經核定之救生圈，其數按照章程第四十條之規定爲之。

第三款 前項救生衣圈與章程所揭明之需要，不相適合，主管機關不予核准。

第四款 本條所稱之救生衣，包含各種適合身體之用器，並有與救生衣相同之水上飄浮性者。

## 第二十一條 太平門之作用危急時之燈光。

第一款 船內妥設入口出口通達各部份及各層甲板等處。

第二款 在船之各部尤其在甲板上安置救艇之處，須安置電燈或其他種燈光，以足應安全上之需要爲準，依該船航海吃水最淺時之水面距離計算，苟救生艇所在之甲板，距該船水淺九米突又百分之十五（合英尺三十尺）以上者，其燈光於救生艇向外鬆放時及靠船時，必須可以普照此項自身單獨發光之具足供必要時之用者，必須置備而安置於第一層甲板之上。

第二款 船內統繪之太平門無論該輪爲乘客，或船員所居住，須置危急時之燈光，

晝夜不息，以自身單獨之力發光，如以上所指者，以備總電機失其效用時之需。

## 第二十二條 救生艇之合格航員及其組織。

第一款 凡適用本章規定之船每艇每筏須按照章程第四十一條所規定之人數置合格航員。

第二款 合格航員之分派船長按照當時情形爲之。

第三款 謂合格航員者指船員曾經主管機關按照前項章程之規定給予有效之證書者。

第四款 救艇人員之組織準用章程第四十二條之規定。

## 第二十三條 拋繩器。

凡適用本章規定之船應各備拋繩器具，其式樣按照主管機關所核定者。

## 第二十四條 危險物品，消防設備。

第一款 凡船上所載無論貨物或壓重品，如其物之性質、數量，或裝船方法，其一部或全部，有危及乘客生命，或船舶安全者，禁止之，但因海上遭難，或因奉有主管機關之命令，裝載國用之海陸軍軍用品，不在此限，各主管機關應確

定何爲危險物品，隨時公布，並將裝載及收藏，應行注意之處指示。

第二款 稽查及消滅火意，準用章程第四十三條之規定。

第二十五條 命令船員集合及操演。

全船船員應預爲分配船舶遭難之緊急特務，此項船員集合之名單，須載明各員及其任務，在得令時，應到之處，應任之爭。凡在船未發航以前，此項名單，即須劃定公布，經主管官署之認可，該單應揭示於船之各部，在船員住所尤應多貼，至船員奉令集合及各種操演方法，按照章程第四十四條第四十五條行之。

第四章 無線電設備

第二十六條 本章之適用及其定義。

第一款 本章適用於國際航海各船舶，但貨船在一千六百噸以下者除外。

第二款 本章所稱貨船，謂不載客之船舶。

第二十七條 無線電之裝置。

第一款 左列各種船舶，除第二十八條所載情形外，均應照按第三十一條所規定裝置無線電。

(甲) 所有大小載客輪船。

## 第二十八條

關於第二十七條例外情形。

第二款 二千噸以下之貨船，得展緩按照第一條甲項，裝置無線電，但展緩期限，不得逾本公約自施行日起，五年以內。

(乙) 所有貨船在一千六百噸，或一千六百噸以上者。

第一款 主管機關如承認某船之航線，及航程情形，無裝置無線電之理由或必要

者，得免除第二十七條所規定。

(一) 載客輪船。

(甲) 某船或某種船舶，其航程(一) 距離最近陸地不逾二十海里者，(

二) 往復兩海港間，而其外海航程，不逾二百海里者。

(乙) 載客輪船，其航線全在指定區域以內，如本條附則所載者。

(二) 貨船，某貨船或某種貨船，其航程距離，最近陸地不逾一百五十海里者。

第二款 下列各種船舶，得免置無線電。

(一) 拖駁船及原有帆船，原有帆船係指該船之龍骨，在公歷一九三一年(即中華民國二十年)七月一日以前安放者。

(二) 船舶之構造粗率者，如印度貿易船及中國沙船之類，該種船舶無法裝置無線電機。

(三) 非國際航船之船舶或間有例外航行國外僅一次者。

## 第二十八條 附則（以英法原文所載者為準。）

第一款 波羅的海附近區以東劃線，以烏脫薩爾（Utsire 那威）在其北為起點，至帖克塞耳島（Texel 荷蘭）在其南為止處，是為蘇聯領海以外之區域。

第二款 韃靼海峽 Gulf of Tartary 及鄂霍次克海 Sea of Okhotsk 於往復呼克圖島 Hokkai do 與日本庫頁島 Sakhaline 兩地間，所有航海經過之路線。

第三款 朝鮮海峽中劃一線者，由浦賀 Kawajiri Misaki 至釜山又劃一線，南由長崎 Misasaki 至歧，法島 Gifard Island（該島位濟州島西南）由此達丁都，Iints（Amherot Island 亞姆斯島）

第四款 黃海之位於北緯三十七度平行線之北。

第五款 台灣海峽中劃一線，北由富吉樞古 Huki Kaku 至福州又一劃線，南由前角 South Taoe（The South point of Formosa）至香港。

第六款 在左列界限以內之區域者：

半行於北緯十度，由東經九十四度，迄亞洲海岸而至西貢（Cape Tiwan 鐵望角）成各直線，於鐵望角巴拉望島（Pala wan Island）之南端爲北緯四度三十分東經一百十度巴爾島（Dalmer Island）至約克角（Cape York）之間，分爲北緯零度，東經一百四十度，及北緯零度，東經一百四十八度並南緯十度，東經一百四十八度等，而迄於澳洲北海岸，由約克角至巴斯達爾文，Porth Darwin 成各直線，於查爾士角 Cape Charles 阿許馬礁爲南緯十度，東經一百四十九度，聖誕島（Christmas Island）爲北緯十度東經九十四度，又北緯十度東經九十四度是處在澳洲與美國領海以外之區域。

第七款 加勒比海（Carribean Sea）在美國管轄範圍以外者，以帆船航程爲限。

第八款 太平洋南部而迄赤道之屬爲西子午線一百三十度，南緯三十四度之平行線及澳大利亞領海以外之澳洲海岸線。

第九款 東京灣及中國海各部，由香港迤西劃線，至北緯十七度，東經一百十度處，由此向南，至北緯十度，再由此向西而至西貢。

第十款 印度洋各部，於往復馬達加斯加島，Madagascar 復合島 Reunion 及

馬立島 Mauritiou 之間，所有航海經過之路線。

第二款 北大西洋及地中海各部，於往復加薩勒倫加，Casablanca (Morocco 摩

洛哥)及奧倫 Oran (Algeria 亞爾日利亞)之間。

## 第二十九條 值更。

第一款 載客輪船，載客輪船依照章程第二十七條所規定裝置無線電爲保安起

見，如無自動警報設備，須備合格報務員或經認可之值更員，於海上航行時，值更服務如下。

(甲)所有載客輪船在三千噸以下，其值更任務由主管機關裁定之。

(乙)所有載客輪船在三千噸以上者，不論晝夜，均須值更主管機關，對於所屬之載客輪船自三千噸至五千五百噸者，在本公約發生效力一年以內，免除晝夜值更，惟該客在免除期間內，至少每日須值更八小時。

第二款 貨船貨船，依照第二十七條所規定，裝置無線電時，爲保安起見，如無自動

警報設備，須置合格報務員，或經認可之值更員，於航海時值更職務如下。

(甲)所有三千噸以下之貨船，其值更時間由主管機關裁定之。

(乙)三千噸至千五百噸貨船，每日值更至二十八小時。

(丙)五千五百噸以上貨船，須晝夜值更，主管機關對於所屬船舶之包括上述兩項內者，在本公約發生效力一年以內，免除晝夜值更，惟該船在免除期間內，至少每日須值更八小時，主管機關對於所屬船舶在五十五百噸以上八千噸以下者，得再展期一年，免除晝夜值更，惟該船舶在展限一年內，至少每日須值更十六小時。

### 第三款

所有船舶，有自動警報設備者，於海上航行中如報務員或值更員不在值更時，其警報機須能完全自動工作。

某種船舶其值更時間之支配，由主管機關裁定者，此種裁定時間，以依照現行國際無線電公約所列無線電報務規程為妥，某種船舶每日須更八小時或十六小時者，其時間支配以依照現行國際無線電公約所列無線電報務規程為準。

### 第四款

自動警報者指自動警報收報機，其各款設備，係依照一九二七年國際無線電公約附載之章程第十九條第二十一款所列舉者。



第五款 合格報務員者指報務員就有證書，依照現行國際無線電公約，附以總章

所列各條認為合格者。

第六款 經認可之值更員者，指值更員執有主管機關所給值更員證書者。

### 第三十條 值更員。

第一款 非具有左列學識者，締約各國政府，不得給予值更員證書。

(甲) 鳴笛遭難緊急之各種信號，能接收並瞭解者。

(乙) 每分鐘耳能接收電碼，(如字親數目及句讀標點)十六碼者，每碼

五字體，每數目字或句讀標點以兩字體計算。

(丙) 能調整船上所用收報機者。

第二款 締約各國政府，應設法使值更員，保守通信秘密。

第二十一條 技術上之需要，第二十七條所述無線電裝置，及第四十七條之求向器應有左列之設

置。

第一款 船上電台應依照其所屬政府規定之條例設於最安全並距水線最高之

處。

第二款 電報房與瞭望台之間應有話筒或電話或其他通語之設備。

第三款 電報房應備準確並有秒針之鐘表。

第四款 電報房應裝置意外備用之安全光燈。

第五款 無線電設備應包括主要與意外（備用）兩部分但主要部份已有各種意外（備用）之設備者，則不另為意外部份之設備。

第六款 遵照本公約應裝設無線電之船舶，其主要與意外（備用）部份之設備應能收發現行國際無線電約所規定之音公波（波長）及各電浪備航行安危之用。

第七款 主要與意外（備用）發報機所發音波以一百為最少。

第八款 主要發報機平常通信距離一百海里，即日間在通常情形之下，附船相距最少須一百海里而通信者，其發出之符號，祇用礦石式之收報機，無擴音機而能收受明晰者。

第九款 船舶電台通常應隨時有收發一百海里距離之能力。

第十款 意外（備用）部份，所有設備，應裝在船上之上部，最安全及距水線最高之處，意外（備用）部份之設備，其電源供給，應與船上汽機及總電機無連帶關係，並可開動迅速，能繼續使用六小時以上者，凡船舶有晝夜值更

者其意外（備用）無線電之設備，應依照第八款所規定，其常通通信距離，至少八十海里，其他種類船舶至少五十海里。

第十一款 收報裝置應能收受主管機關規定，用以拍發時報符號及氣象報告之電波。

第十二款 收報部份應有礦石式收報機之設備。

第十三款 船舶裝用自動警報收報機者，其報房報務員房及瞭望台，均須配裝播音機，俾能因他方之警號及急呼而連續報警，迨對方停呼警報機開關，祇可裝設一具於報房內。

第十四款 前述船舶其報務員退值時，須將自動警報收報機連接於天線，並試驗其效用，迨完全滿意後，即行報告艦長或值更員。

第十五款 船舶航行時其備用電源，須保持其完全效用，自動警報機，須每二十四小時試驗一次，上述兩事辦理完妥後，即須登記航海記事簿。

第十六款 無線電報房須置備日記簿，登記報務員，值更員姓名，及無線電報務之關於海上安全者，如有遭難及緊急通信須特別完全登記。

第十七款 第四十七條所規定之求向器，應能收別音嚮，以資檢定正確方向，並須

能收現行國際無線電報公約所規定之遭難求救及無線電標誌各種波長。

瞭望台與無線電台間，須有充分通信設備。

### 第三十二條 效力。

一九二七年華盛頓國際無線電報公約及其附屬章程所規定各事項均於下列範圍內繼續有效。

(一) 應遵照該公約及附屬章程暨將來修改之公約章程所規定者。

(二) 應遵照本公約爲補充上述書文書所規定者。

### 第五章 航海安全

第三十三條 適用之範圍，本章所有規定除另有規定外對於各種船舶在各處航海均適用之。

第三十四條 危險報告，船舶航海如遇冰山漂流物熱帶風及其他於航海有直接危險者，其船長應在可能範圍中，將該項危險消息，依章程第四十六條之規定報告附近各船舶與相距海港最近之海政官署，該署接到上項報告時，應爲一切必要處分，務使此項危險報告，即傳達於利害關係者及其他管理官署，所有傳達消息之各項費用，不得向各船舶取償。

### 第三十五條

觀象任務，締約各國政府應獎勵收集船舶在海中所作氣象報告，並用最善辦法審查傳播互換，藉供航海之需要，更應互相合作實行下列觀象辦法。

(甲) 關於暴風颶風及熱帶風之消息，用無線電通告，並在各處海港用適宜之信號警告往來船舶。

(乙) 每日用無線電廣播與船務有關之氣象報告及預測。

(丙) 擇若干船舶在規定時間担任氣象觀測將其所得記載用無線電報告以利其他船舶及各觀象機關並設各海岸電台以資收轉。

(丁) 鼓勵各船舶長於任何時間，覺察風力在盤福脫表十度以上者，向附近船舶報告之，(即風力在小數表八度或八度以上者)關於傳遞本條甲乙兩款所載之消息，除報告方式應依照一九二七年華盛頓國際無線電報公約附載之章程第三十一條第一第三第五各款與第十九條第二十五條中諸規定，辦理外，在傳達氣象預先報告以及各種警告時，各船電台應依該章程第三十一條第二款之規定，各船舶將所得氣象觀測電報國立觀象機關時，得按一九二七年華盛頓國際無線電報公約所增訂章程第三條之規定提前拍發。

關於供給船舶用之預兆報告氣候警告簡報及其他氣象報告，應由公務機關依照開

係國協定之辦法，廣爲傳達於各處。

本條所載之國際氣象任務其辦法，務須使之一致於可能範圍內，當遵照國際氣象公會之建議，在履行本公約時締約政府如有氣象問題而欲研究或諮詢者，得與該公會接洽。

### 第三十六條

巡察冰區，漂流物，締約政府負巡視大西洋北部冰山及考察該處結冰情形之任務，並施行一切適當處分消滅或毀除，其在大西洋北部從黑貂角至北緯三十四度及西經七十度交叉點之假定線以東之漂流物，但以當時認爲有必須消滅或毀除者爲限。

締約政府，爲上述三項服務，應準備巡船，以不逾三艘爲限，在冰季期內，開往附近紐芬蘭大隄南部東南部及西南部一帶之冰山洋面，警告橫渡大西洋及往來該危險區之船舶，並觀察結冰之概況，及消滅或毀除所有漂流物在任務區域內，該巡船應予他船舶或船員所需要之援助。

每年其餘時間中該巡船對於觀察結冰概況仍繼續辦理一面常備巡船一艘担任搜尋及消滅或毀除漂流物事務。

### 第三十七條

冰區之巡察，管理及經費。

茲公請美政府繼續辦理巡視冰區考察冰性及毀滅漂流物事宜，下列各國爲締約各國之特別有關係者，担任該任務之經常臨時各費，按左列比例攤認之：比利時百分之二，加拿大百分之三，丹麥百分之二，法百分之六，德百分之十，英百分之四十，義百分之六，日本百分之二，荷蘭百分之五，那威百分之三，西班牙百分之二，瑞典百分之二，蘇聯百分之二，美百分之十八。

締約政府在中華民國二十一年九月一日之後有權停撥此費，但行使此權之政府即使早有通知，其九月一日以前經費，總須撥付，凡欲享用此項權利者，至少須在九月一日六個月以前通知他締約政府，故擬自二十一年九月一日起停撥者，則通知書至遲須在是年三月一日送達，以後依此辦理。

無論何時，如美政府通知不願繼續担任，或任何締約政府通知停撥經費，或擬請變更納費份數，締約政府，應依照渠等相互利益決定之。

締約各國政府不撥付該三項任務經費者，得將本條與第三十六條之規定，提出修正，經取得同意後行之。

### 第三十八條 將近冰區時之航行速率。

夜行中船長據報船已駛到或將近冰區時，應即減低速率，或改換航向，遠離危險。

第三十九條 大西洋北部之航線。

船舶橫渡大西洋北部，依常用之兩端航線行駛，對於海上人命安全，雖經相當之認可，須循此航線而行者，仍須詳加考察，俾就經驗所得，對此航線謀有以改正之。

關於選定及探索航線之任務，應由輪船所屬之公司担負之，但締約政府，經公司請求，應將有關該航線之一切報告充分給予之。

締約各國政府應責成各公司，於船舶發航以前，將所擬經行之航線，及在該線中另有更易之處，明白公布之，并勸令渡大西洋船舶，於可能範圍內，循舊路行駛，經由紐芬蘭大隄附近，往來美國海港之船舶，在漁汛時中，避開紐芬蘭漁獵場所，即北緯四十三度之北，勿駛出區域外之素稱水險地方，承辦巡察冰區之政府，如查有船舶，不依常行或公布之航線，或在漁汛時橫行上述之漁獵場所，而往來萬國海港者，或行經素有冰險之地方者，應即將此項情事報告主管機關。

第四十條 航海避碰章程。

締約各國政府，公認本公約第一附件，國際航海避碰章程，有修正之必要，即由英政府將修正全文，分送各國政府之曾經承認原有章程者，詢問是否可以採用，並將其結果報告，曾有代表出席本會議之各國政府，盡力設法，使修正章程，於公歷一九三一年（



即中華民國二十年七月一日得以施行。

#### 第四十一條 舵機令。

締約政府公議自公歷一九三一年（即中華民國二十年）六月三十日夜半十二時起，舵機令即駕駛指揮令，用以傳達舵工者，應以直接意義行之，例如船在前進中傳令「右舷」或「右」或與此同一含義之用語其命意之所在，照現船舶之構造及配置，欲舵輪舵葉及船首均向右轉之謂。

#### 第四十二條 濫用遭難信號。

船舶除為表示其遭難外，不得用國際遭難信號其有任何信號，易與國際遭難信號相混者，亦禁用之。

#### 第四十三條

鳴警，遭難信號及緊急信號。

船舶遭難危急立待救援者，方得用鳴警及遭難之信號，其因他故待援，或欲先聲警告，以備於必要時再用鳴警，或遭難信號者，應依一九二七年華盛頓國際無線電報公約第三十條之規定，以緊急信號行之。

船舶於既發鳴警或遭難信號後，認為無須他助者，應即依照現行國際無線電報公約之規定通知關係電台。

第四十四條 拍發遭難來信之速度。

凡拍發關於遭難緊急及安全之電信，其速度每分鐘不得超過十六字。

第四十五條 遭難電信，執行職務程序。

第一款 船長於本船收到遭難之無線電信時，應即開足速力馳往援助，但船長委

實無能為力，或按當時特殊情形，認為無理由，或無必要為之執行，或依本條第三款第四款之規定，應免執行者不在此限。

第二款 遭難船船長與應援之各船船長商洽後，得酌量情形，徵發一船或數船，為

之援助，其被徵之各船船長，應即應徵，繼續開足速力，馳往救援。

第三款 船長如接到其他被徵船船長通知，謂其正在執行應徵職務者，得解除本

條第一款規定之責任。

第四款 船長如接得他船已經達到遭難船處之通知，謂協助已無必要者，得解除

本條第一款規定之責任，設其船為被徵發者，得解除本條第二款規定之責任。

第五款 船長接到他船遭難之無線電信，如委實無能為力，或按當時特殊情形，認

馳救為無理由，或無必要者，應即通知該船，並將其未能馳救之理由，書明

第六款 本條一切規定，於一九一〇年九月二十三日，在普魯塞所訂之國際海上救助及施救報酬公約，並無損害於該公約第一條規定之施救義務。

第四十六條 號燈。

國際航海船舶，在一百五十噸以上者，應備有效用之號燈一盞。

第四十七條

求向器之裝置，載客船舶在五噸或五噸以上者，於本公約施行月起，二年以內應依照本公約第三十條第十七條之規定，裝置經核定之求向器一具，（即無線電羅經）

第四十八條

船員之支配。

締約各國政府為保持海上人命安全計，對於本國船舶負責維持辦法，或採用辦法，總期各船支配船員人數充足，並能勝任。

第六章 證書

第四十九條

證書之發給。

載客船舶，經檢閱勘驗後，認其與本公約第二、第三、第四各章內所列舉之各項需要，完全適合者，應發給證書，稱為安全證書。

載客船舶以外之船舶，經檢閱後，認其與本公約第四章內所列舉之各項需要完全適

合者，應發給證書，稱為無線電報安全證書。

各船舶經締約國政府，按照本公約第二第三第四各章之規定，特許免除者，應發給證書，稱為特許免除證書。

船舶之檢閱及勘驗，關於執行本公約及用於前項船舶之附則部份，以及免除之特許，應由船舶註冊政府之官員辦理之，此項檢閱及勘驗任務，或選任勘驗專員，司理其事，或交認可之機關執行，但無論如何辦理，該關係政府須保證其完備及效果。

凡船舶之安全證書，無線電報安全證書，以及特許免除證書，應由船舶註冊之政府，或該政府之特派員，或特任機關發給之，但無論如何辦理，均由該政府担负完全責任。

#### 第五十條 他國政府代行發給證書。

締約各國政府，對於他國船舶之隸屬本公約範圍者，經該船註冊政府之委託，得施行檢驗，如該船備具本公約之規定需要，並得代發安全證書，無線電安全證書，但一切責任仍屬諸委託之政府，該證書內，應載明係受註冊該船之政府委託代發，此項證書與根據本公約第四十九條所發給者，有同等效力，同為公認之證書。

#### 第五十一條 證書格式。

證書以發給證書圖之官方文字為之，其格式依照章程第四十七條所定之範本為之，

證書印文悉照此項標準證書所載，其餘事由之需筆寫者，用羅馬字或阿拉伯字母，其副本照此辦理。

締約各國政府應互送各種證書樣本，以資認識，此項互換樣本，應設法於公歷一九三二年（即中華民國二十一年）一月一日以前完成之。

第五十二條 證書之有效期間每次發給證書，其有效期間不得逾十二個月，證書期滿，而船舶不在其本國海港時，得由該國管理官員，予以展期，但所展之期，以船舶完成回國航程之時日，並於事實上認為正當，而有理由者為限。

前項證書之展期，至多不得逾五個月，船舶經此展期到達本國後，不得因已獲展期，未領到新證書復行離國。

第五十三條 證書之承認。

締約國政府，依法發給之證書，他締約國政府應承認之，與本國所發給者有同等效力。監察。

第五十四條 船舶依公約第四十九條或第五十條領事證書，在停泊其他締約國海港時，關於該船是否執有合法證書，其適航狀態與證書是否相符，換言之，即該船航海於乘客及船員能否安全等事，應受所在國之主管官員監察，如行使監察職權之官員，認為須加干涉

時，應將必須干涉之緣由，通知該船註冊國之領事官。

#### 第五十五條 權利。

船舶無合法證書之船舶不得要求本約所賦予之權利。

#### 第五十六條 證書之限制。

船舶担任特別航程時，其船員乘客之人數，較法定許可之最多限額爲少，而因此減少證書所載救生艇及其他救生設備，第四十九及第五十二條所述之主管官員，得發給聲明書聲明按照情形，尙無違反現行公約所規定該書應附入證書內，關於該船救生設備事項，即以該書代之，惟該書之有效，僅限於此次特別航程。

#### 第七章 通則

#### 第五十七條 相等物品。

船舶應用之裝置器具及其定式，其中或須爲特種設備者，均經載在本公約主管機關，對於所有改用器材可爲前項之替代者，經試驗滿意，認其效用至少亦與本公約所規定者相同，得核准改用之。

主管機關核准前項事件，應即通知其他主管機關，經其請求時，並將各項詳細之說明，連同試驗之報告交付之。

第五十八條 法令章程報告書

左列事項，締約各國政府担任互相通知。

(一) 關於本公約內事件，應有公布之法規命令章程。

(二) 關於本公約施行效果之一切報告，或彙報，不屬祕密者，下列事項之收集及傳達，

由英政府担任之。

第五十九條 同意後應行之辦法。

本公約所規定於締約各國政府之全體，或數國同意後應行之辦法，茲議決由英政府，向其他締約國政府接洽，徵求其對於此項辦法之提議，是否承受，將並接洽結果報告各締約國政府。

第六十條 原有條約與本公約。

第一款 本公約代替一九一四年一月二十日在倫敦所訂之海上人命安全公約，故該項公約應即廢止。

第二款 其他關於人命安全之條約公約，以及附帶辦法，為締約國政府間，現時所遵守者，在各專約期內，對於左列事項，完全繼續有效。

(甲) 關於不適用本公約之船舶。

(乙)關於適用本公約之船舶，有本公約無明文規定之事項，上述之公約，條約以及附帶辦法，與本公約有抵觸者，應採用本公約之規定。

第三款 本公約無明文規定之事項，聽由各締約國政府立法制定之。

### 第六十一條 修正將來之會議

第一款 締約各國政府，認本公約有修正或改良之必要，得隨時向英政府提議，由英政府轉達其他各締約國政府，如得全體（包括已經批准或加入本公約之政府，而尙未發生效力者）同意，即依議修正之。

第二款 修正本公約會議之日期地點，由締約各國政府協定之。本公約施行五年後，經三分之一締約各國政府之請求開會，英政府應召集之。

### 第八章 終則

### 第六十二條 屬地適用公約之辦法

第一款 締約各國政府在畫押批准及加入本公約時，或在其後得以書面向英政府聲明，願將本公約適用於殖民地海外屬地保護國委任統治地全部或一部，英政府接到該項聲明書一個月後，本公約即適用於聲明書所述之地方，無聲明書不能適用。



第二款 締約各國政府，不論何時，欲將本公約停止適用於其殖民地、海外屬地保護國、委任統治地、全部或一部，得以書面通知英政府，自通知書送達日起，一年以後，發生效力，但此項屬地等，應以曾依照前款之規定，適用本公約，已有五年以上者爲限。

第三款 依照第一、第二兩款之規定，適用及停止適用本公約應由英政府通知其他締約國政府，并載明適用或停止本公約之日期。

第六十三條 本約正文，批准，

本公約應載明訂約日期，英法兩文本同爲正本。

本公約應加批准。

批准文件交英政府保存，由其分別通知其他畫押或加入本公約之政府，並將收到該文件日期報告之。

第六十四條 加入本公約。

各國政府（除本公約第六十二條所指之地方不在此限外）未經簽訂本約者，得於公約施行後，隨時以書面遞寄英政府，聲明加入，自該聲明送達日起，三個月後發生效力，前項之加入，應由英政府通知其他簽訂或加入本公約之政府，並將收到聲明書日期

報告之，各國政府，意欲加入本公約，而對於二十八條附則規定之區域，擬為增加者，在未加入以前，應通知英政府，請其照轉其他締約政府，若得全體同意，此項增加區域，應於該政府聲明加入時增訂在述附則中。

#### 第六十五條 公約施行日期。

本公約在已將批准書送達之政府間於公歷一九三一年（即中華民國二十年）七月一日發生效力，但在是日至少須有五國已將其批准書，交存英政府，若屆期未滿此數，應將施行日期展至有五國批准書交到後之三個月，此後他國批准書於本公約施行後送達者，亦於送達後三個月發生效力。

#### 第六十六條

退出公約之辦法締約國政府於本公約施行五年後，得隨時退出，但應用書面，向英政府聲明，由其轉達其他締約國政府，所有收到聲明書之日期並應報告之。

前項退出公約之聲明書於送達英政府之日起一年以後方生效力。

本公約由各國全權代表畫押以昭信守。

本公約於一九二九年五月一日訂於倫敦，正約一份交英國政府保存，其校正鈔本由英政府分送各締約國政府。

附件一（稿由上海市航業同業公會交來）

章程

構造

第一款釋義

第一項 分段載重線，係指用以決定船舶分段之吃水線而言，最深分段載重線，適等於最大吃水之載重也。

第二項 船舶長度，依指在最深分段載重線之兩極端，所引之二垂線間長度而言。

第三項 船舶寬度，係指在最深分段載重線或其下部，由肋骨外面起至肋骨外面止之極端寬度而言。

第四項 隔堵甲板，係指橫置防水隔堵所到達之最高甲板而言。

第五項 限界線，係指與船側隔堵甲板表面以下三時（七十六公釐）之線而言。

第六項 吃水云者，係指在船舶長度之中央部，從龍骨上面起，至所述之分段載重線止之垂直距離而言。

第七項

某處所之滲透率，係指該處所足以被水佔領之百分率而言，某處所之體積擴張至限界線以上者，其體積應測至限界線之高度爲止。

第八項

機艙，係指自龍骨上面起，延至限界線止，並介在兩端主橫置防水隔堵間，此兩個防水隔堵水爲界處，所以供正副推進機器（如裝有汽缸時，汽缸亦在內）及一切永久煤艙之用者而言。

第九項

搭客處所，係指爲容納搭客，及搭客使用而設備之處所而言，但行李室、貯藏室、糧食室及郵件室，不在此內。爲第三款起見，在限界線以下，爲容納船員及船員使用而設備之處，所應作搭客應所論。

第十項

在一切情形之下，體積應算至船型線爲止。

第二款 可浸長度

第一項

船舶長度上之任意一點之可浸長度，須斟酌船舶形狀吃水及其他特性，而以計算方法決定之。

第二項

船舶有連續隔堵甲板時，其一定點之可浸長度，乃指在後述第三款所規定之一定假定下，船舶不致浸過限界線（以所述之一定點爲長度中心）而可浸之船舶長度之最大部分而言。

第三項 船舶無連續隔堵甲板時，其任意一點之可浸長度，得以透一假設連續限界線止決定之，但顧及受損後之下降及吐簾 (Tide)，該假設連續限界線以下之船邊及隔堵，須力求防水。

第三款 滲透率

第一項 第二款所述之一定假定，乃關係於限界線以下處所之滲透率者也。

決定可浸長度時，在限界線以下，船舶之次述各部全長內，均須使用一律之平均滲透率。

甲 第一款第八項所解釋之機艙。

乙 機艙以前之部分。

丙 機艙以後之部分。

第二項 甲 對於汽船，其機艙各處之一律平均滲透率，須由下式決定之。

$$80 + 12.5 \left( \frac{B-D}{A} \right)$$

但 a……第一款第九項所解釋之搭客處所體積，該搭客處所，乃在限界線以下機艙之範圍內者。

c……在限界線以下，機艙之範圍內，撥充貨物煤炭，或倉庫用之甲板間體積。

v……在限界線以下，機艙之全體積。

乙 用內燃機運轉之船舶，其一律平均滲透率須用上式所得之數多五。

丙 由詳細計算法所決定之平均滲透率，較由上式所得之數為小，但經主管機關認可時，此項計算數值，可代用由公式所得之數值，對於此種計算第一款第九項所解釋搭客處所之滲透率，須作為95，一切載貨載煤及貯藏地方之滲透率，作為60，二重底汽油艙及其他船艙之滲透率，須採取主管機關所認可之各種數值。

第三項 機艙以前（或以後）之部分，其各處之一律平均滲透率，須由下式決定之。

$$63 + \frac{25}{V} P$$

但 a. . . . . 在限界線以下，機艙之前面（或後面）第一款第九項所解釋之搭客處所體積。

v . . . . . 在限界線以下，機艙以前（或以後）部分之全體積。

第四項 二個防水橫置隔堵間之甲板分段室內，有搭客或船員處所者，除完全閉圍於鋼製之永久隔堵內，而撥充他項用之處所外，其餘全部，應作搭客處所論。然若所述之搭客或船員處所完全閉圍于鋼製之永久隔堵內者，則限於項閉圍處所，須作搭客處所論。

第四款 分段室之可許長度

第一項 分段室最大可許長度，（以船舶長度之任意一點為中心）以所謂分段係數之適當係

數，乘其可浸長度即得之。

分段係數須依賴於船舶長度，又對於一定長度，須按該船舶使用目的之業務性質而變更，本係數隨

甲 船舶長度增加及

乙 由係數A，（適用於初次從事運貨之船舶之係數，）變成係數B，（適用於初次從事搭客之船舶之係數，）而規則的連續的減少。

係數A, B, 之變化由下（I）及（II）表示之。但

L 為第一條第二項所解釋之船舶長度。

L 以呎表示時。

$$A = \frac{190}{L-198} + .18 \quad (L=430 \text{ 及 } 430 \text{ 以上})$$

L 以公尺表示時。

$$A = \frac{58.3}{L-60} + .18 \quad (L=131 \text{ 及 } 131 \text{ 以上}) \dots\dots\dots (I)$$

L 以呎表示時。

$$B = \frac{100}{L-138} + .18 \quad (L=260 \text{ 及 } 260 \text{ 以上})$$

L 以公尺表示時。

第二項 業務之標準。

$$B = \frac{20.3}{L-43} + .18 (L=70 \text{ 及 } 70 \text{ 以上}) \dots\dots\dots (ii)$$

P 長度一定之船舶，其適當之分段，係數須用由下式 (iii) 及 (iv) 所得業務數之標準，以後稱為標準數，決定之。

但 C<sub>0</sub> ……標準數。

L ……第一款第二項所解釋之船舶長度。

M ……第一款第八項所解釋之機艙體積之外，並加以在內船底之上，或機艙前後之任何永久汽油艙之體積。

P ……第一款第九項所解釋之限界線以下之搭客處所之全體積。

V ……限界線以下之船舶全體積。

$$P = KN,$$

但 N — 船舶許可搭客人數。

K 具有下列數值。

K 之數值。

長度用呎類積用立方呎表示時。

.61



長度用公尺體積用立方公尺表示時。

• 056L

$\frac{M}{V}$ 之數值較  $P$  與限界線以上之實際搭客處所全體積之和為大時，若所用  $P$  之數值不少於  $\frac{1}{3}KN$  得採用其小數。

$P$  大於  $P$  時。

$$Q_2 = \frac{M + 2P}{V + P - P} \dots\dots\dots (iii)$$

在其他情形之下。

$$Q_2 = \frac{M + 2P}{V} \dots\dots\dots (vi)$$

船舶無連續隔堵甲板時，其體積應計算至決定可浸長度時所用之實際限界線為止。

### 第三項 分段規則。

甲 船舶長度四百三十呎（一百三十一公尺）及四百三十呎以上之船舶，其船自船

後面之分段，如標準數為二十三，或少於二十三時，應以公式（I）所與之係數  $A$

決定之。標準數為一百二十三，或多於一百二十三時，應以公式（II）所與之係數

$B$  決定之。標準數在二十三與一百二十三之間時，應以係數  $E$  決定之，但係數  $E$  須

用係數  $A$  及  $B$  間之直線間插法由下式求之。

$$E = A - \frac{(A - B)(Q_2 - 23)}{100} \dots\dots\dots (v)$$

當係數E不及40，並經主管機關認可，許其不必遵照本船之機器分段室內之係數E時，此種分段室之區劃，應以一增大係數決定之，但此項增大係數，不得超過40°。

乙 船舶長度不及四百三十尺（一百三十一公尺）但不少於二百六十呎（七十

九公尺）之船舶，其船首艙後面之分段，具有等於S之標準數時，但

$$S = \frac{9882 - 20L}{34} \quad (L \text{ 以呎表示}) \quad \frac{3574 - 25L}{13} \quad (L \text{ 爲公尺表})$$

應以係數I決定之，具有一百二十三或一百二十三以上之標準數時，應以公式(ii)所與之係數B決定之，具有S與一百二十三之間之標準數時，應以係數I及係數間之直線間插法，由下式求之。

$$E = \frac{(I-B)(98-g)}{123-g} \dots\dots\dots (vi)$$

丙 船舶長度不及四百三十尺（一百三十一公尺）但不少於二百六十呎（七十九公尺），而具有少於S之標準數之船舶，及船舶長度不及二百六十呎（七十九公尺）之一切船舶，其船首艙後面之分段，應以係數I決定之，但主管機關認爲船舶之任何部分，事實上不能遵照此項係數時，在此種情形之下，主管機關察其環境，得許此項之廢弛，以示公正者，不在此例。

丁 丙之規定，對於任何長度之船舶，其搭客數額，多於12但不多於

$$\frac{L^2 (\text{BR}) (1.2 (\text{A/R}))}{7000} \text{ 或 } 50 \text{ (取二者中之小者)} \text{ 亦應適用之。}$$

#### 第五款 關於分段之特別規則

第一項 若兩個隣近分段室，互相共通，而其合成長度，不超過可許長度之二倍（取二者中之短

者）時，其中一個分段室，得超過由第四款規則所決定之可許長度。

若此兩個隣近分段室之一個，位在機艙內部，而第二段室所位在部分之平均滲透率，與機艙之滲透率不同時，應使此兩個分段室之合成長度，適合於兩個分段室所位在兩部分之平均滲透率之平均數。

若此兩個隣近分段室，具有不同之分段係數時，該兩個分成段室之合成長度，應比例的決定之。

第二項 船舶長度四百三十呎（一百三十一公尺）及四百三十呎以上之船舶，船首艙後面主

橫置隔堵之一個，應於距前部垂線不得大於可許長度之處所裝置之。

第三項 主要橫置隔堵，作成屈折亦可，但屈折之一切部分，須在兩船側垂直面以內，該兩垂直面

與外板相距，須在最深分段載重之高度上，向中心線直角量度等於第一款第三項所解釋之船舶寬度之五分之一。

屈折之任何部分，在上述限制外時，須作為依據次項規則之一級論。

第四項 在左列條件之下，主要橫置隔堵，作成階級亦可。

甲 以所述之隔堵，分離之兩個分段室，其合成長度，不超過可浸長度百分之九十時。

乙 在階級中，設置增加分段，以保持如平面隔堵所獲得之同樣安全度。

第五項 主要橫置隔堵作成屈折或階級時，須用一個等價平面隔堵以決定分段。

第六項 若二個隣近主橫置隔堵，或此等同容積之平面隔堵間距離，或通過隔堵最近於作成階級部分之橫平面間距離，少於十呎（三〇五公尺），加船舶長度百分之二以上，而主分段室之全體積不致浸汜時，用其他方法所規定之，此種分段室之可許長度，得比例的增加之。

在此種情形內，不受損船側上所假設之有效浮力體積，不得大於受損船側上所假設之體積。

第七項 設置防水甲板船身外殼內部防水或非防水縱置隔堵時，主管機關須對於船舶安全上不可少之點，加以認可，（尤其顧及在構造配置中，因偏斜而發生汜浸之結果）。

第六款 船首尾艙隔堵及機艙隔堵軸洞等

第一項 凡船須設一個船艙隔堵，或碰撞隔堵，延至隔堵甲板止為防水者，該隔堵之設置處所，須

距前部垂線，不得少於船長之百分之五，亦不得多於十呎（三〇五公尺），加船身長線百分之五。

若船舶有一長前部上層構造時，其船首艙隔堵，須延至隔壁甲板之上，一層甲板止，爲能禦風雨之構造，倘若距前部垂線，至少在船舶長度百分之五，而形成階級之隔堵部分，能有效的防禦風雨時，本項延長，不必設在高於隔壁之下面。

第二項 船尾艙隔堵及第一款第八項所解釋之機艙，與前後之載貨及搭客處所，分離之隔堵，亦須設置，並須達至隔堵甲板止，爲防水，但若對於分段之船舶安全度，不致減少時，船尾艙隔堵，得在隔堵甲板以下截止之。

第三項 在一切情形之下，船尾管須閉圍在防水處所內，船尾軟墊箱之活動部份，洩漏在防水軸洞，或其他處所之內，但該處所之體積，爲由船尾軟墊箱之活動部份洩漏浸水時，限界線亦不致被浸沒者。

第七款 分段吃水線之指定標誌及記載

第一項 在本公約第五節之規定所指定及標誌之分段載重線，須記載於安全證書內，對於主要搭客狀態，則用記號 O<sub>1</sub> 區別之，對於交代狀態，則用 O<sub>2</sub>、O<sub>3</sub> 等區別之。

第二項 登入安全證書內之各吃水線，其各適應之乾舷，須與公認國家乾舷規則所決定之乾舷

相同，在相同之位置，及由相同之甲板線測定之。

第三項 任何分段載重線標誌，決不得安置在鹹水中，最深載重線須由船體強度，及（或）公認國家乾舷規則決定之。

第四項 不論分段載重線標誌之位置如何，凡船舶不得載貨過多，而浸過載重線標誌者，但此載重線標誌，與公認國家乾舷規則所規定者相同，且須適合於季節及地方之情況。

第八款 防水隔堵之構造及初次試驗等

第一項 防水分段隔堵，不論其為橫隔堵或縱隔堵，其構造方式，務須得以適當餘裕之抵抗支撐，在隔堵中達至限界線止之水頭壓力，此等隔堵之構造，須得主管機關認可。

第二項 隔堵上之階級及屈折，務須防水並應具有與該部分隔堵同一程度之強力肋骨或梁，通過防水甲板或防水隔堵時，此種甲板或隔堵，須作構造上之防水，但不得用木材或水門汀為之。

第三項 以水充滿主分段室，而施行之試驗，非屬強制的者，隔堵之完全試驗，應由檢查員執行之，並無論在任何情形，應執行防水試驗。

第四項 船首艙須用達至最深分段載重線之水高試驗之。

第五項 二重底（導管龍骨亦在內）及船身外殼內部，則應受達至限界線止之水高。

第六項 以裝液體爲目的之箱，及構成船舶分段部分之箱，若試驗水高決不少於箱頂上三尺（九二公尺）時，須用達至最深分段載重線止之水高，或以龍骨頂起至限界線止之深度，三分之二之水高，試驗其防水（二者中取其大者）。

第九款 防水隔堵上之開口

第一項 防水隔堵上之開口數須與該船舶之設計及適當之操作相合，範圍內減至最少限度，對於該項開口之關閉，應講求妥善之法。

第二項 甲 管排水孔、電燈線等貫通防水分段隔堵時，其配置須要保全該隔堵之水密度。

乙 水門戶不得設在防水分段隔堵之上。

第三項 甲 在左列各目內，不得開設門及人孔或通路之開口。

(一) 限界線以下之船艙隔堵。

(二) 載貨處所與其隣近載貨處所，或永久煤艙，或豫備煤艙，（在第七項所規定者不在此例）分離之防水隔堵。

乙 倘若處理船首艙內液體之管，裝置有扭下瓣一個，得在隔堵甲板以上操作，而其配分器在船首艙內側，緊着於船首艙隔堵時，則船首艙隔堵在限界線以下之處所，不得被一個以上之該項管貫通之。

第四項 甲 裝置在永久煤艙及預備煤艙間之隔堵上之防水門，須設在隨時可以接近之處，但

第九項乙所規定之甲板間煤艙門，不在此例。

第五項 乙 爲避免煤炭阻礙防水煤艙門之關閉起見，須用障壁或其他方法，施以滿意之裝置。在機艙以內，及離開煤艙及軸洞門之處所，各主橫隔隔堵，不得裝置一個以上之門，以互相來往，此項門之安置法，其門坎愈高愈善。

第六項 甲 防水門之型式，其認爲許可者，爲鉸鏈門、梭槽門及他種同等型式之門，但僅用螺顯釘緊着之板門，不在此例。

乙 一個鉸鏈門，須備置以數個鎖，得隔堵各側關閉之。

丙 梭槽門閉得爲水平移動，或上下移動，凡祇須用手關閉之梭槽門，其齒輪須在門自身之處，得以關閉外，同時應在隔堵甲板以上，容易到達之處，亦得關閉之。

丁 若門須用下墜，或墜落重重之作關閉時，該門須備具適當裝置，以調節關閉運動，其齒輪之配置方法，務使該門得在自身之兩側，及隔堵甲板上容易到達之處解放之，並須備置手齒輪，其配置方法，務使在門自身及隔堵甲板以上之處，得以關閉之，同時亦務使其不用墜落之後，該手齒輪須由上部或下部位置，立刻得以再用。

戊 須由中央管治用動置關閉之門，其齒輪之配置方法，務使該門得用動力，亦得在門



自身之處關閉之，若將總機關閉之後，再由分機關開啓時，其配置務使該門得自動的關閉之，務使任何門得受局部配置，保持其關閉狀態，蓋爲防止，由總機關開啓該門故也，此種利用動力關閉之門，須備置以手齒輪，得在門之自身，及由隔堵甲板以上容易到達之處轉動之。

己 各種門須在門自身以外之各操作地點，裝候指示器，以表示門之啓閉。

第七項 甲 在搭客船員及工作處所之鉸鏈防水門，只許設在一甲板以上，該甲板下側之舷側之最低點，至少須高於最深分段載重線七呎（二，一三公尺），凡鉸鏈防水門一概不准設在上述甲板以下之搭客處所，船員處所及工作處所內。

乙 構造合格之鉸鏈防水門，得在分離甲板間載貨處所之隔堵，但在第十款第十一項規定之下所許可，設置船側載貨門之高度上設置之，此等門須於開始航行前關閉之，航行中須保持其關閉狀態，在港中開啓此種門之時間，均須記入航海記事簿內，如欲設置該項門時，其個數及配置，須經主管機關之特別考慮，並應由所有人提出陳述書證明，該項門爲絕對必要者。

第八項 其他一切防水門，須爲梭槽門。

第九項 甲 航海中，有時必須開啓之防水門，（洶道通路之門，不在此例，）設置在主要橫置防

水隔堵上其門坎之高度，在最深分段載重線以下時，須適用下列各則。

(一) 該項門之數，超過五個時，一切防水梭槽門，須用動力開閉，並須由船橋之一地點，得同時關閉之，該項門同時關閉之前，須發警告音信號。

(二) 該項門數，不過五個時。

(1) 若標準數不過30，一切防水梭槽門，祇須用手開閉之。

(2) 若標準數超過30，但不過60時，一切防水梭槽門，得為下壓門，或為用動力開閉之門，亦可，但下壓門須裝置以解放及手齒輪，在門自身及由隔堵甲板以上之處所轉動之。

(3) 若標準數超過60時，一切水密梭槽門，須用動力開閉之。

乙 航海中為調整煤炭起見，有時須開啓之防水門，設在隔堵甲板以下之甲板間煤庫時，該項門須用動力開閉之，該項門之開閉，須記載在航海記事簿內。

丙 關聯於冷藏貨物之圍壁通路，通過一個以上之主要橫置防水隔堵，而其開口之門坎，高於最深之分段載重線，不及七尺（二，三公尺）時，設在該項閉開口之防水門，須用動力開閉之。

第十項 隔堵上之可移動板，除在機艙以外，一概不准使用，該項板於船舶未離港之前，須常安放

在其原位，在航海中，除緊迫必要之情形外，不得除去之，再安置該項板時，為確保其接觸部防水起見，須與以必要之注意。

### 第十一項

凡防水門在航海中，為迫於船舶操作上之必要而開啓外，皆應保持其關閉狀態，且應隨時為立刻可以關閉之準備。

### 第十二項

由船員室到達至燒火室之圍壁通路或通道，及為導管或任何其他種目的之圍壁通路或通道通過主要橫置防水隔堵時，該項圍壁通路或通道，務須防水，並須遵守第十二項之規定。

凡到達至各該項通道或圍壁通路，之至少一端之進路，如在航行中，作為通路用時，該進路須通過一圍壁，延長其防水至一高度，可以充分許可到達限界線以上，到達至圍壁通路或通道之他端之進路，得通過一防水門型式為依，船內位置所規定者，此種圍壁通路或通道，不得延長通過船首艙隔堵以後最初之分段隔堵。

對於強制吃水，而欲設之通道或圍壁通路，貫通主橫置防水隔堵時，此等通道或圍壁通路，須經主管機關之特別考慮。

### 第十款 限界線以下船側之開口

### 第一項

關閉船側，任何開口之器具，其配置及効率，務須與其目的設置之位置，及主管機關滿意，

互相一致。

## 第二項

甲 甲板間任意舷窗之窗台，低於一線，該線與舷側之隔堵甲板平行，其最低之點，高於最深分段載重線，為船舶寬度百分之 $2\frac{1}{2}$ 時，在該甲板間內之一切舷窗，須用不能開啓之型式。

乙 在甲板間內，除甲所要求之不能開啓型式舷窗外，其他之舷窗窗台，低於一線，該線與舷側之隔堵甲板平行，其最低之點，高於最深分段載重線，為十二尺（三、六六公尺），加船舶寬度百分之 $1\frac{1}{4}$ 時，其在該甲板內之一切舷窗，其構造方法，務須有效的防止，未得船主承諾之人關閉舷窗。

丙 其他舷窗，得為任何普通之開啓型式。

丁 若在甲板間內乙所述之任何舷窗，窗台低於一線，該線與舷側之隔堵甲板平行，而其最低之點，高於該船舶由任何港出發時所浮之吃水線為 $1\frac{1}{2}$ 尺（一、三七公尺），加船舶之寬度百分之 $1\frac{1}{4}$ 時，該甲板間內之一切舷窗，須防水關閉之，在船舶未離港之前，須閉鎖之，及務使其在航海中，不得開啓。

在港內開啓此種舷窗之時間，暨離港時關閉及閉鎖此種舷窗之時間，均須記入航海記事簿內，主管機關得指示制限平均吃水，在此制限平均吃水內，此等舷窗窗台，須在本項

所解釋之纜以上，及在此制限平均吃水內，在船主負責之不得，准其在航海中開啓之，在熱帶海洋天氣良好時，該項制限吃水得，加多一尺（三〇五公尺）。

### 第三項

有效鉸連之側舷窗蓋，須裝置于左列各種舷窗，但該舷窗蓋之配置，可使其易及有效的開閉，並可以防水關緊之。

甲 規定用不開啓型式之舷窗。

乙 距前部垂線船身長度八分之一以內處所設之舷窗。

丙 在第二項乙所解釋位置內所設之舷窗。

丁 在航海中不能到達之舷窗。

戊 擬容納水夫及火夫處所內所設之舷窗。

己 擬容納火槍搭客處所內所設之舷窗。

### 第四項

設在隔堵甲板以下之舷窗，除前項規定之舷窗外，須裝置以有效之內側舷窗蓋，該蓋得移動及收藏在舷窗之附近。

### 第五項

舷窗及其舷窗蓋，如在航海中，不能到達時，須於船舶未在海面上航行之前，緊實關閉之。

### 第六項

專撥充搭載貨物，或煤炭之處所，不得設置舷窗。

### 第七項

無主管機關之特別認可，自動通氣舷窗，不得設在限界線以下之船側。

第八項 設在船側之一切機器暨其他吸水口及排水口，其裝置方法，務使預防海水意外之浸入。

第九項 排水孔衛生排渣口，及設在船側之其他同樣開口，務使各排出口，作為多數之衛生排渣口，及其他管口用，或用其他滿意方法，將其數目減至最少限度。

第十項 從限界線以下處所，貫通船側而設之排水口，為防止海水浸入船內起見，須備以有效且容易到達之器具，對於各個排水口，得許備有自動不返轉瓣一個，備有由隔堵甲板以上，可以關閉之確實器具者，或得許其備有無上述裝置之自動不返轉瓣兩個，其兩個中上部之一個，須要高於最深分段載重線，其安放位置，務使其業務狀態中，得以隨時接近，施行試驗者，當備置一個確實作用瓣時，隔堵甲板以上之操作位置，須隨時很容易到達，並須備以裝以指示該項瓣之門閉。

第十一項 設在限界線以下之舷門載貨門，及載煤門，須具有充分之強力，該項門須於船舶發航前有效的關閉及保全部，設在最深分段載重線以下之載貨門及載煤門，須經主管機關之特別考慮。

第十二項 各乘灰筒乘芥筒等之船內開口，須設以有效之蓋，若該船內開口，位在限界線以下時，其蓋須為防水以外，並於最深分段載重線，在容易到達之處筒內，設自動不返轉瓣一個，管該管不用時，其蓋及瓣須保持其密閉狀態。

第十一款 防水門舷窗等之構造及初次試驗

第一項 在前各款章程內，所述之一切防水門舷窗舷門載貨門載煤門瓣管葉灰筒葉芥筒之設計材料及構造，須得主管機關之認可。

第二項 各防水門須用達至限界線止之水高壓力試驗之，該試驗須於船舶服役前於裝置防水門之前或後施行之。

第十二款 防水甲板圍壁等之構造及初次試驗

第一項 防水甲板圍壁通道導管龍骨及通氣管，應位於對應高度之防水隔堵，具同一之強度，造成彼等防水之方法，及關閉彼等開口之一切裝置，均須得主管機關之滿意，防水通氣管及防水圍壁，至少須達至限界線。

第二項 船舶完成後，防水甲板應施行注水試驗或漲水圍壁通道，及通氣管，應施行注水試驗。

第十三款 防水門等之定期操作及觀察

凡新造及現存船舶，所有防水門舷窗瓣及污水管葉灰口葉芥口之關閉機械，其動作之操演，應每週施行一次。

航程超過一週以上之船舶，於離港之前，應施行全部操演一次，其他船舶於航海期間內，至少每週施行全部操演一次，但在主要橫置隔堵上之各防水動力門，及各鉸鏈門，為航海中所使用者，每日

必須施行操演一次，防水門及連接其間之各機構與指示器所有瓣，其關閉為使分段室防水時所必要者，在航海中均應於一定期間視察之，至少每週施行一次。

#### 第十四款 航海記事簿之記載

凡新造及現存船舶，其鉸鏈門可移動板、舷窗、舷門、載貨門、載煤口及其他之開口，在航行中，為本章程規定，其必須關閉者，均應於離港之前，一律關閉之，其啓閉（如為本章程所許可）之時間，均應載於航海記事簿內。

凡本章程所規定之操演及視察，其紀錄應載於航海記事簿內，對於任何缺點之發見，亦須為明晰之記錄。

#### 第十五款 二重底

第一項 凡長度為二百尺（六十一公尺）及二百四十九尺（七十六公尺）以下之船舶，至少應自機艙起，設置二重底，延至船首隔堵，或於可能實行之範圍內，接近該處止。

第二項 凡長度為二百四十九尺（七十六公尺）及三百尺（一百公尺）以下之船舶，在機艙之外，至少應設置二重底，延至船首艙隔堵，或於可能範圍內，接近該處為止。

第三項 凡長度為三百尺（一百公尺）及三百尺以上之船舶，於其中央部，至少應設置二重底，延至船首艙及船尾艙隔堵，或於可能範圍內，接近該處為止。



第四項 凡須設置二重底之處，其內船底應延至兩船側，務使其保護船底灣曲部為止。

若二重底邊板之外邊，與船底灣曲部外板之交點，無論在任何點，均不低於一定水平面時，則前述之船底灣曲部護，作為合格論，但所謂一定水平面者，係指通過一對角線與船艏長度中央部之肋骨外面之交點之水平面而言，而該對角線，乃通過船底基線上距船艏中心線為船艏寬度二分之一之點，與船底基線傾成二十五度角者。

第五項 構造於二重底內，與排水設備相連之污水潭，不得超過必要之度，向下伸展，並距外板或二重底邊板之內邊，不得少於十八寸（四五尺公釐），在階輪船軸洞之後。

#### 第十六款 禦火隔堵

凡船舶應於隔堵甲板上，裝置禦火隔堵，由船之一邊，延至他邊，其配置方法，須得主管機關之認可。

禦火隔堵，須用鋼或其他防水材料構成之，且在該隔堵設置在船內之狀況之下，能有效防止，在隔堵上發生溫度，華氏一千五百度（攝氏八百十五度）之火，蔓延達一小時之久。

此等隔堵上之階級屈折及關閉，此等隔堵上之開口之器具，應能禦火，並不透火焰。

在任何上部構造之內，任何兩個連接禦火隔堵之平均距離，概不得超過一百三十一尺（四十四公尺）。

第十七款 限界線以上之船側及其他開口等

第一項 舷窗、舷門、載貨口、載煤口，及其他關閉限界線以上之船側，各開口之器具，應具有効之設計及構造，又設置此項開口之處所，及此項開口對於最深分段載重線之位置，應具有効之強力。

第二項 隔塔甲板，或其上層之甲板，應使之不能漏風雨，即在普通海面狀況內，水不能向下面滲透，在驟露氣候甲板上之一切開口，須具有充分高度，及充分強力之艙口欄板，並須備置以有效器具，得以迅速關閉以防。

第三項 在各種天氣之下，爲迅速清除氣候甲板上之水之必要，應設置排水口及（或）污水管。

第十八款 防水分段室之太平口

第一項 於搭客及船員處所內，應設置太平口之相當之設備，使每分段室內人員，得以達到艙面甲板。

第二項 應備置以與防水門無關係之有效之設備，使船員自各汽機室、軸洞、燒火室，及其他工作處所，得以逃避。

第十九款 抽水設備

汽船

### 第一項

船舶須設置有效之抽水設備，於事變後，不論該船爲直立成偏斜，在一切可能狀況之下，得由任何防水分段室內抽水或排水，因此除在船艙之狹窄分段室以外之處，翼部吸收，概爲必要灣曲部上設置有密閉內鋪板時，須爲適當之設備，俾分段室內之水，藉此得集流至吸收管，又須備置有效器具，以排除絕緣艙內之水。

### 第二項

除備置由主要機器操作普通污水唧筒，或與此同一效力之機室唧筒以外，尚須備置用獨立動力之污水唧筒兩個，但長度不及三百尺（九一·五公尺）之船舶，具有不及30之標準數時，得備置曲柄型之有效手用唧筒兩個，一前一後，或可移動之動力唧筒一個，以替代上述添置之獨立動力，污水唧筒中之一個之用者，均不在此列。

在一切情形內，當標準數超過30時，須另外添置獨立動力之唧筒。

衛生船塢及一般役務之唧筒，若裝置有連接於抽污水係之，必要連結時，得作爲用獨立動力之污水唧筒辦理。

### 第三項

規定要兩個或兩個以上之獨立動力之唧筒時，其配置之法，務使至少有一個動力唧筒在船舶航行中能受氾浸之一切普通情形內，得有效使用之，是以動力唧筒之一個，須爲可靠，並可受浸之緊急唧筒，凡置在隔堵甲板以上之動力源，在危急之任何情形內，須俾此項唧筒，得以有效使用。

第四項

動力污水唧筒，如在可能範圍時，須安放在獨立之防水分段室內，其裝置及安放方法，務使此等分段室，雖受同一之損害，而一不致容易被浸汽機及汽鍋在兩個或兩個以上之防水分段室時，能排除污水之唧筒，須在可能範圍內，配置於此等分段室內。

第五項

除專為船首分段室而備置之唧筒以外，各污水唧筒，不論其為用手或用動力操作，其配置之法，務使能由船內之任何船艙或機艙，抽去其中之水。

第六項

各個用獨立動力之污水唧筒，須能使在污水總管內所流水速度，為每分時不少於四百尺（一二公尺），並須具有直接連結於置有獨立動力唧筒之分段室之分離吸水管一道，其直徑不得少於污水總管之直徑，由各個獨立動力污水唧筒分出之直接吸水管之配置法，務使從船舶一邊，得以其中之水。

第七項

主要循環唧筒，須有直接吸水管，備以非反轉瓣，達至機艙內，最低排水水準而為止，吸水管直徑，其最低限度，須等於主要海水入口直徑之三分之二，燃料為煤或有時用煤，而汽機與汽鍋間，無防水隔堵時，須備置直接放水管道，至少要從一個循環唧筒，或交代的向船外放水，循環放水管道得設以支管。

第八項

甲 為排除載貨處所，或機艙內之水所規定之唧筒，其分出之一切水管，須與裝水處所，或裝油處所充滿時，或排除時所用之管，明瞭區別之。

乙 在煤艙或煤油燃料之貯藏艙之下，不得使用鉛管，在汽鍋艙或機艙內，（置有煤油沈澱艙或煤油燃料唧筒標準之發動機室，包括在內，）亦不得使用之。

第九項 主管機關，須制定關於污水總管及支管之直徑之規則，規定此項直徑，應各按船舶之大小，及排水分段室之大小，而比例的定之。

第十項 污水及船塹抽水組織之配置，務使防止從海面入水，或從水船塹處所流入載貨處所，或機艙內或防止由一分段室流入他分段室內，並須施以特別設備，具有污水及船塹連結之任何深艙，當裝載貨物時，或當裝有水船塹而已，被污水管排除時，偶然的從海面進水，為免除在任何分段室內之吸收，污水管因碰撞或擱淺而截斷，或受其他損害，而使其他分段室受浸汙，須施以相當設備，因此吸收污水管，在任何部分，置在船側附近，或導管龍骨內時，須在污水管開放端之分段室內之污水管內，亦備置以非及轉彎一個，或扭下彎一個，俾能從隔堵甲板以上之位置活動之。

第十二項 一切配置箱，及與污水之抽水設備，連結之龍頭及瓣，須置在普通環境下，隨時可到達之位置內，其安置之法，務使受浸汙時，緊急污水唧筒得在任何分段室內活動之，若祇有一個管系，與一切唧筒共通時，支配吸收污水管所必要之龍骨或瓣，應得由隔堵甲板以上之處所操作之，若除備置主抽污水組織之外，尚備置一個緊急抽污水組織時，該緊急抽

污水組織，須要與主組織獨立，其配置之法，務使緊急鳴筒能在浸汜狀態下之任何分段室操作之。

#### 發動機船

第十三項 發動機船之抽污水設備，在可實行之範圍內須與其同一大小之汽船所規定之抽污水

設備相同，但關於主環循筒者除外。

#### 第二十款 後退力

船舶應具充分之後退力，使在任何環境之下，得以保持其適當之操縱。

#### 第二十一款 補助操舵裝置

凡船舶均須備置一補助操舵裝置，但其力量，得小於主操舵裝置，倘有相當設備，可以用人力操作時，須用汽力或機器力的操作，在本章程或在本章程之意義內，一個複式操舵裝置，應作為一個補助操舵裝置。

#### 第二十二款 船舶之初次及繼續檢驗

第一項 凡新造或現存船舶，應受左列規定之檢驗。

#### 甲 船舶服務前之檢驗。

乙 一年一次之定期檢驗。

丙 其他遇有特殊情形之臨時檢驗。

第二項 前項所規定檢驗之施行如左。

甲 船舶服務前之檢驗，係包括船身機器及設備（船底外部與汽鍋內外部亦在此內）之全部而言，此項檢驗，應查船身汽鍋，及其屬具，主機器及補助機器救生設備，及其他設備之配置材料，與構造尺寸，是否遵守本公約之規定，及該船舶隸屬國政府，對於船舶之目的業務所制定之細則規定，又本檢查應查明船舶各部工程及設備，在各方面是否妥善。

乙 定期檢驗，係包括船身汽鍋機器及設備（船底外部亦在此內）之全部而言，此項檢驗，應查明該船舶之船身汽鍋，及其屬具主及補助機器救生設備，及其他設備，是否妥善而適合其目的業務，並是否遵守本公約之規定，及其隸屬國政府所制定之細則規定。

丙 因周圍之狀況，而施行一般或部分檢驗，應每于發生事故，或發見缺點，足以影響船舶之安全，或救生設備，或其他設備之效率及完備者時，或每於重要修理或更新時施行之，此項檢驗，應查明其必要之修理及更新，是否有効的完成修理及更新所用之材料及工程，在各方面是否妥善，並該船舶是否遵守本公約之規則，及該船隸屬

國政府所制定之細則規定。

第三項 前項所規定之細則，對於主要汽鍋，及補助汽鍋，連續器汽管，高壓蒸溜器，及發動機之燃料輸所施行之初次及繼續水壓試驗之必要條件（包括所用之試驗壓力）及二連續試驗間之期間，應詳密規定之。

主要汽鍋及補助汽鍋連續器燃料輸及蒸溜器及內徑大於三寸（七十六公厘）之汽管，應定期的以水壓試驗之。

第二十三款 檢驗後狀態之維持

船舶依第二十二款之規定，檢驗完訖後，凡為檢驗所及之構造配置機器設備等，非經主管機關之允許，概不得改變之。

救護設備。

第二十四款 救艇之標準

救艇之標準型式，分類如左。

第一級 固定船側之露艙救艇，（甲）僅具內部浮力裝置者，（乙）兼具內外部浮力裝置者。

第二級（甲）具有內外部浮力裝置之露艙救艇，其船側上部能疊者，及（乙）具有固定或能疊

之防水舷牆之甲板艇。



凡救艇具浮力裝置，依賴於船身主要部之一之前述調節時，或其立方容積不及三、五立方公尺（等於一二五立方尺）時，該項救艇，概不得承認之。

凡救艇當滿載搭客及設備品時，其重量超過二〇三〇〇公斤（等於二十噸）者，概不得承認之。

### 第二十五款 第一級救生艇

第一級救生艇，須具有至少等於救艇長度之百分之四之平均舷弧。

第二級救生艇之空氣箱，其安置之法，務使在氣候險惡之狀態下，滿載時得確保其穩度。

許可搭載人員一百名或一百名以上之救生艇，其浮力裝置之體積，須增加至主管機關認可為止。  
第一級救生艇亦須具備下列條件

#### 甲 僅具內部浮力裝置之救生艇

本型式之木製艇之浮力，應以防水空氣箱供給之。

本空氣箱之全體積，須至少等於該救艇立方容積三十分之一，本型式之金屬製艇之浮力，不得少於同立方容積之前述木製艇之浮力，防水空氣箱之體積，應依次增加之。

#### 乙 兼具內外浮力裝置之救生艇

本型式之木製艇之內部浮力，須以防水空氣箱供給之。

本空氣箱之全體積，須至少等於該救艇立方容積之10%。

外部浮力裝置，得以用軟木或其他具有同一效力之材料爲之，但此項浮力裝置，不得使用蘭軟木屑粒狀碎軟木或其他粒狀碎物質，或籍空氣膨脹之任何器具。

木製艇之浮力裝置，如爲軟木時，其體積須不得小於該救艇立方容積之一千分之三十三，如爲軟木以外之材料時，其體積及配置，務使該救艇之浮力及穩度，不得小於具有軟木浮力裝置之相同救艇。金屬製救艇之浮力，不得小於同立方容積之前述木製救艇之浮力，防水空氣箱及外部浮力裝置之體積，應依次增加之。

#### 第二十六款 第二級救艇

第二級救艇須具備下列條件。

甲 具有內外浮力裝置之露艙救艇，——其船側上部能疊者。

本型式之救艇，應兼備防水空氣箱，及外部浮力裝置，二者體積之總和，即爲該艇所能適應，每一人最少限度，須等於下列數目。

立方公尺

立方呎

空氣箱

四三。

一、五。

外部浮力裝置（如用軟木）六。

〇、二、。

外部浮力裝置，得以軟木或其他具有同一效力之材料爲之，但此項浮力裝置，不得使用闊軟木屑粒狀碎軟木，或其他粒狀碎物質，或籍空氣膨脹之任何器具。

如爲軟木以外之他項材料時，其體積及配置，務使該救艇之浮力及穩度，不得小於具有軟木浮力裝置之相同救艇。

本型式之金屬製救艇，須兼具內外部浮力裝置，以確保該艇之浮力，至少與木製救艇者相等。

本型式救艇之最小乾舷，應隨救艇之長度而定之，並須從滿載時之水面起，至救艇長度之中央部，固定船側之頂部爲止，垂直量之在淡水中之乾舷，不得小於下列數目。

救生艇之長度

最小乾舷

公尺	呎	公厘	吋
七、九〇	二六	二〇〇	八
八、五〇	二八	二二五	九
九、十五	三〇	二五〇	一〇

具有中間長度之救艇之乾舷，由間插法計算之。

能疊之船側，須爲防水。

乙 具有固定或能疊之防水舷牆之甲板救艇。

(一) 具有凹甲板之甲板救艇 本型式救艇凹甲板之面積，至少應等於甲板全面積之百分之三十。

凹甲板距吃水線之高度，無論在任何點，至少須等於救艇長度之 0.3%，此項高度，在凹甲板之

兩端，增加至救艇長度之 1.5%。

本型式救艇之乾舷，須至少備具百分之三十五之豫備浮力。

(二) 具有平甲板之甲板救艇 本型式救艇之最小乾舷，與救艇長度無關係，只依其深度而定之，

艇深度，自龍骨翼板下面起，至救艇長度之中央部，船側甲板之頂部為止，垂直量之。其乾舷則自

救艇長度之中央部，船側甲板之頂部起，至救艇滿載時之水面止量度之。在淡水中之乾舷，不得

小於下列數目，但該數目對於具有等子長度百分之三之平均舷弧之救艇，無須修改，得適用之。

救生艇深度

最小乾舷

公尺	呎	公厘	吋
三二〇。	一一。	七〇。	$2\frac{3}{4}$ 。
四六〇。	一八。	九五。	$3\frac{7}{8}$ 。
六一〇。	二四。	一三〇。	$5\frac{1}{8}$ 。
七六〇。	三〇。	一六五。	$6\frac{1}{2}$ 。

對於中間深度，其乾舷則由間插法求之。

如舷弧較上面所解釋之標準舷弧爲少時，其最小乾舷，得於上表數字加以標準舷弧與在船首尾材測量得之，實際平均舷弧之差額之七分之一求得之，不得因舷弧較標準舷弧爲大，或因甲板之中央彎高量而減少乾舷。

(三)一切甲板救生艇，須置以有效設備，以清除甲板上之水。

#### 第二十七款 發動機艇

無論其爲第二十六款第二項所規定與否，凡附載於船舶，作爲救生設備之一部之發動機艇，應遵守下列條件。

甲 凡發動機艇，應遵守第一級救生艇之規定，並應置有迅速放下水面之適當裝置。

乙 凡發動機艇，應載有豐足之燃料，並須隨時準備使用。

丙 發動機及其屬具，爲保全在險惡氣候狀況下之活動，須將該機適宜閉圍之，並須置後退之設備。

丁 發動機艇當滿載時，其在靜水面之速率，至少應爲六海里內部浮力裝置體積，及置有外部浮力裝置時之外部浮力裝置，體積應增加至適度之比例，以補償發動機探海燈無線電裝置及一切屬具時，可能搭載人員重量之差額。

第二十八款 浮筏

除具備下列條件外，任何型式之浮筏，概不得承認之。

- 甲 凡浮筏須用認可之材料，及爲認可之構造。
- 乙 凡浮筏當浮在水中，或進行中，務須有效及安穩。
- 丙 凡浮筏之兩側，須備以木及帆布，或其他適宜材料之固定，或能疊之絨牆。
- 丁 浮筏之外部周圍，須緊繫一索。
- 戊 浮筏須具強力，使從船舶甲板下水或被投入水中時，亦不致受損害，若爲被投入水中之浮筏，其大小及重量，均應爲便於處理者。
- 己 對於每搭載人員一名浮筏，應具有不少於八五立方公尺（等於三立方呎）之空氣箱，及與此同一効力之浮力裝置。
- 庚 對於每搭載人員一名浮筏，應具有不少於三、七二〇平方公分（等於四平方呎）之甲板面積，並應有効的支持搭載人員出於水外。
- 辛 空氣箱或與其同一効力之浮力裝置，應於可能之範圍內，置近浮筏之兩旁，此項浮力之裝置，不得用籍空氣膨脹之任何裝置。

第二十九款 浮具

所有浮具，無論其為座位甲板椅，或其他浮具，關於浮力對於一人或以一四、五，除其在淡水中所能支持以公斤表示之總重，（如鐵重以磅表示時則以33除之）所得之人數，務須充分，如浮具之浮力，係賴空氣者，應於危急時使用前，不需空氣膨脹之。

浮具適浮之人數，須依上述方法求得之，最小人數或周圍三〇，五公分（等於一呎）之數，以決定之。

此項認可浮具，須遵守下列條件。

甲 浮具應以適當之工程及材料構成之。

乙 浮具當浮在水中或進行中，務須有勁及安穩。

丙 浮具之大小強力及重量，均應使其不藉機器設備而易於處理，遇必要時，應使其從搭載該浮具之船舶甲板上，投於水中時，亦不致受損害。

丁 空氣箱或與其同一効力之裝置，應於可能範圍內，置近浮具之兩旁。

戊 浮具之外部周圍，須緊緊一索。

第三十款 第一級救生艇之立方容積

第一項 第一級救生艇之立方容積，須用 *Surlinger* (Simpson's) 法則，或同樣精確度之，其他方法決定之方形船尾救艇之容積，應作為尖形船尾救艇容積計算之。

第二項 例如用 Sarrines 法則計算之救艇之立方公尺（或立方呎）容積得以下式表示之。

$$\text{容積} = \frac{L}{19} (4A + 3B + 4C)$$

L 爲以公尺（或呎）表示艇之兩端長度，從船首材外板內面起，計至船尾材外板內面爲止，具有方形船尾之救艇，其救艇長度，則測至船尾橫材之內面止。

ABC 係表示將長度 L 四等分所得之三點，即距前部四分之一長度之點，長度中央之點，及距後部四分之一長度之點之橫截面積，（相當於救艇兩端之面積作爲省略）面積 ABC 應視爲對於各橫截面，遞次依左式算出之平方公尺（或平方呎）數。

$$\text{面積} = \frac{h}{19} (a + 4b + 3c + 4d + e)$$

H 爲以公尺（或呎）表示之深度，在外板內面，從龍骨起，計至舷端之高度爲止，或如後列之規定，在某種情形內，計至較低於舷端之高度爲止。

a, b, c, d, e 係表示深度之最高點及最下點，暨將深度 H 四等分時所得三點之救艇寬度，以公尺（或呎）表示之。（a 及 e 係深度 h 兩極端之寬度，c 係中點之寬度。）

第三項 若在距救艇之船首尾端，爲救艇長度  $\frac{1}{4}$  兩點所測之舷弧，超過救艇長度之百分之

時，用以計算橫截面積 A 或 C 之深度，應作爲救艇長度中央部之深度，加以救艇長度百分之



#### 第四項

若救艇中央部之深度，超過寬度之百分四十五時，用以計算中央部橫截面積B之深度，應作為與寬度之百分之四十五相等，又用以計算救艇長度四分之一之處所之橫截面積A及C之深度，應作為右述之深度，加以救艇長度之百分之一，但無論在如何情形，計算所用之深度，概不得超過該處所之實際深度。

#### 第五項

若救艇深度大於一二二公分（等於四呎）時，依本規則之規定，所算出之搭載人數，應按一二二公分，與實際深度之比遞減之，至使救艇搭載人員全部穿着救生衣搭載艇上施行試驗，得滿足結果為止。

#### 第六項

各主管機關，對於兩端尖銳之救艇及船型肥滿之救船，應用適當之公式以規定其可許之搭載人數。

#### 第七項

若顯然得知救艇長度寬度及深度之相乘積，乘以係數〇·六，所求得之救艇容積，較依上述方法所求得者為大時，各主管機關，得保留其指定，該救艇容積等於長度寬度及深度之相乘積，乘以係數〇·六之權救艇長度寬度及深度，應依下列方法測度之，長度——從外板外面與船首材之交點為止，如為方形船尾材之交點為止，如為方形船尾救艇時，則至船尾橫材之後面止。

寬度——在救艇寬度最大之處所，從外板外面測度之。

深度——在救艇長度之中央部之外板內面，從龍骨起，至舷檔之高度爲止，但用以計算立方容積之深度，無論在任何情形，概不得超過寬度之百分之四十五。在一切情形內，船舶所有要求用精確丈量法決定救艇立方容積之權。

### 第八項

發動機救艇之立方容積之內，減去等於發動機及其屬具所佔之容積，以求得之，如裝有無線電裝置及探海燈與其屬具時，則並減去等於此項所佔之容積。

### 第三十一款 第二級救艇之甲板面積

### 第一項

甲板救艇之甲板面積，應依下列方法或具有同一精密度之其他方法決定之，下列規定，決定第二級（甲）救艇之固定舷牆以內部分之面積時，亦得適用之。

### 第二項

例如救艇平方公尺（或平方呎），甲板面積，得以下式表示之。

$$\text{面積} = \frac{L}{12} (2a + 1.5b + 4c + 1.5d + 2e)$$

L 爲以公尺（或呎）表示之長度，從外板外面與船首材之交點起，至外板面與船尾材之交點爲止。

a, b, c, d, e, 係表示長度 L 之四等分點，及其第一部分及第四部分之二等分點之水平寬度，以公尺（或呎）表示之，（a 及 e）係船首船尾細分點上之寬度，c 係長度中點之寬度，b 及 d 爲中間點之寬度。

第三十二款 救艇浮筏及浮具之標誌

救艇之尺寸及其可許搭載人數，須以明晰耐久性之文字標誌之，此項標誌，應受特任爲檢驗船舶之官吏之認可。

浮筏及浮具，亦須用同樣方法標誌，其可許搭載人數。

第三十三款 救艇之搭載容積

第一項 標準型式一種之救艇一艘，可搭載之人數，等於以下文所解釋之各種型式之容積，標準

單位或面積單位（按其環境）除救艇之立方公尺或立方呎容積，或平方公尺（或平方呎）面積，所得之最大全數。

第二項 決定人數之容積及面積之標準單位如左。

容積之單位。 立方公尺。 立方尺。

露艙救艇。 第一級甲 〇・三三八。 一〇。

露艙救艇。 第二級乙 〇・二五五。 九。

面積單位。 平方公尺。 平方尺。

第二級 型式。 〇・三二五。 三⅓。

第三項 主管機關於試驗後，如認甲板救艇座位之人數，較以上述標準所求得之數爲大時，得因

其情形採用一小係數之主管機關，須將該甲板救艇試驗成績之詳細事項及圖式通知其他主管機關。

### 第三十四款 容量制限

凡救艇不得標示一較依照此等章程所規定方法算出搭載人數爲大之人數，有左列情形之一時，須制限其人數。

#### 第一項

算出搭載人數，較相當於適合座位之人數爲大時，須限制其爲相當於座位之人數，相當於座位之人數，務使就座後之人，不致防礙槳之使用而決之。

#### 第二項

第一級救生艇以外之救艇，其滿載時之乾舷，少於各型式所規定之乾舷時，其人數須遞減至滿載時之乾舷，最少限度，應等於以上所規定之標準乾舷爲止。

第二級乙（一）之救艇，其艇側之昇高部分，得作爲座位論。

第三十五款 人員重量及相當於人員之重量

爲決定救艇或浮筏可搭載之人數，而執行試驗時，各人須假定其爲穿着救生衣之一成人計算。

檢證乾舷時，甲板救艇，對於其認可搭載人員成人一人裝置，以至少七十五公斤（工人五磅）之重量施行之。

在一切情形，十二歲以下之小孩二人，應作成人一人計算。

第三十六款 救艇及浮筏之設備

第一項 各救艇之標準設備，應由左列各件構成之。

甲 槳一副，豫備槳兩枝，及操舵槳一枝，槳架一副，半鈎竿一枝。

乙 對於各放水孔，須具備木塞兩個（如裝有適當之自動瓣時無須此項木塞）汲水瓢一個，及鍍鋅鐵桶一個。

丙 艇舵及舵柄或舵軛一具，並操舵索。

丁 斧頭兩把。

戊 已盛燥油，並已修剪燈心之煤油燈。

己 桅一枝或數枝，至少須備有得用之篷帆一副，及適當齒輪者。

庚 有效之羅盤針一具。

辛 繫在外側之救命索一條。

壬 沖錨一具。

子 救艇繫繩。

丑 裝有植物性或動物性油五公升（等於一加侖）之容器一個，該容器之構造方法，

務使油能容易散布於水面，其裝置之法，務使能附著於沖錫。

寅 不透氣容器一個，容納有每人份食糧一公斤（等於二磅。）

卯 防水容器一個，內備以附有拉繩之汲器一個，容納有每人份飲料水一公升（等於四分之一咖噲。）

辰 至少須備自然點火式「紅色信號焰」十二個，及置在防水容器內之火柴一盒。

己 每人份濃凝牛奶半公斤（等於一磅。）

午 適當之木櫃一個，用以貯藏設備品中之細小物件者。

未 任何救艇，其被認為可搭載百名以上者，須裝置發動機一個，並應遵守第二十七款之規定。

發動機艇無須桅或帆，或半副以上艇槳之設備，但須備吊艇架兩個。

甲板救艇不設放水口，但至少須備有污水唧筒兩個，凡船舶在北大西洋北緯三十五度之北，裝載搭客者，限於主管機關所規定應備附之救生艇之一部分，須備桅帆及應備置之濃凝牛奶之一半量。

## 第二項

船舶上之救生艇數目，超過十三艘時，其中一艘，須為發動機艇，救生艇數超過十九艘時，其中二艘須為發動機艇，該項發動機艇，備置無線電裝置一副，及探海燈一盞。

無線電裝置，關於範圍及效率，須遵守各主管機關所決定之條件。

探海燈須包含有至少有八十五德之燈一盞，及射鏡一個，及一動力源，該動力源，須在六小時之全時間內，發出顯明有色之光亮，照射於一八〇公尺之距離，約有十八公尺之距離，約有十八公尺之闊度者，又該燈須能繼續放射三小時之久。

無線電裝置之動力，及探海燈之動力，由同一力源發出時，該力源對於兩器具之相當操作，須有充分之準備。

### 第三項

凡經認可之浮筏，其標準設備，須由左列各件構成之。

甲 槳四把。

乙 槳架五個。

丙 自然點火式救生圈燈一具。

丁 沖錘一個。

戊 救艇繫繩。

己 裝有植物性或動物性油四公升半（等於一叻喲）之容器一個，該容器構造方法，務使油能容易散布於水面，其裝置之法，務使能附着於沖錘。

庚 不透氣容器一個，容納有每人份食糧一公斤（等於二磅）。

辛 容納有每人份飲料水一公升（等於四分之一加倫）之防水容器一個，內備有一汲器，附有拉繩者。

壬 至少須備自然點火式紅色信號焰十二個，及裝在防水容器內之火柴一盒。

第四項 凡船舶從事於短期國際航海者，主管機關得免除其救艇裝置，第一項所規定之設備，及

第二項之要求，亦得免除其浮筏裝置第三項所規定之設備。

第三十七款 救艇及浮筏之裝載及處理

第一項 依第三十八款之條件救生艇，得以一艘裝載在他艘之內，但如此裝載之救艇下水前須提高時，應以備置有機器力之提高器具者為限。

第二項 裝載在附著於吊艇架之救艇下之救艇，其增加之救生艇及浮筏，得橫置在一甲板或船橋或船尾樓之上，又縱無使其下水之時，機亦務須使其穩固，並得隨時離開本船浮泛之最好機會。

第三項 務使第二項所規定，增加救艇之多數憑籍認可之器具，能從甲板之一邊，移至他邊，並欲能使救艇從船舶兩邊中之一邊下水。

第四項 救艇得搭載在一個以上之甲板上，但為防止在下面甲板之救艇，被在上面甲板之救艇碰撞起見，以取有適當距離者為限。



第五項 救艇不得安置在船首或其他處所，以免救艇下水時，與推進器發生接近之危險。

第六項 吊艇架須為認可方式，並須排列在一個以上之甲板上，務使置在其下面之救艇，得安全放下，不致礙及其他吊艇架之作用。

第七項 吊艇轆轤吊艇繩，及其他一切齒輪，須具有強度足使裝有全數人員及設備之救艇，能安全放下吊艇，繩須具有充分之強度，使本船在最輕航洋吃水，而在十五度傾斜時，亦能到達水面。

第八項 吊艇架須備以充分力量之齒輪，能保險謂其設備完全，及搭載有完全管理人員之救艇，（但非載有搭客者）能向最大傾斜轉出，在此最大傾斜之下，須使救艇有放下之可能。

第九項 附著於吊艇架之救艇，須將吊艇繩預備完善，以便使用，又由吊艇繩解除救艇之器具，亦須迅速齊備之。（但必要上非同時的。）

第十項 由同一吊艇架操作之救艇，為一艘以上時，若吊艇繩為麻繩，則須備置各個不同之吊艇繩，以操作各救艇，若用鐵線吊救艇，藉機具回復其原狀者，不必備置各個不同之吊艇繩，所用工具，務使能確保其有秩序而迅速放下救艇。

為吊艇繩回復原狀，而裝置有械具時，亦須備置有勁手齒輪。

第十一項 航行短期，國際航路之船舶，該船舶在最輕航洋吃水，其救艇甲板，離吃水線下，超過四。

五公尺（十五呎）時，關於吊艇架之強度，不適用第七項第八項及第十項所列轉出齒輪之規定。

### 第三十八款 救艇浮筏等之數目及容量并吊艇架

#### 第一項

倘吊艇架副數，無須大於為容納船上全部人員所必要之救艇艘數時，船舶須按船舶長度備置吊艇架若干，務須與第三十九款表中（甲）欄所規定之數目相同，各副吊艇架，須有第一級救艇一艘附着之，若附着於吊艇架之救生吊艇架之救生艇，不能容納船上全部人員時，須備置具有標準型式一種之增加救生艇一艘，增加救生艇，第一須裝載在附着於吊艇架之各救艇下面如此裝載之後，其他救艇，須放置船內，但若主管機關之意見，謂當意外事件發生之際，浮筏較此等救生艇容易利用，或更為滿足時，主管機關得許其裝載浮筏，但船上救艇之全容積，至少須達三十九款表中（丙）欄所規定之最小容積。

據主管機關之意見，謂船舶上第三十九款表中（甲）欄所規定之吊艇架副數之安置，為不能實行或不合理時，主管機關在例外條件之下，得認可一吊艇架小副數，但該副數不得少於表中（乙）欄所規定之小副數，並船上救艇之全容積，至少須達（丙）欄所規定之最小容積。

## 第二項

從事短期國際航路之船舶，須依據船舶長度備置吊艇架若干副，須與第三十九款表中

(甲)欄所規定之數目相同，各副吊艇架，須有第一級救艇一艘附著之，若附著於吊艇架之救生艇，不能供給第三十九款表中(丁)欄所指定之最小立方容積，或不能容納船上一切人員時，須備置具有標準型式一種之增加救生艇，或認可浮筏或他種認可浮具之一種，此等備置之設備，對於船上一切，務須充分。

據主管機關之意見，謂從事短期國際航路之船舶上第三十九條款表中(甲)欄所規定之吊艇架副數之安置，為不能實行，或不合理時，主管機關在例外條件之下，得認可一吊艇架小副數，但該副不得少於表中(乙)欄所規定之小副數，並船上救艇之全容積，至少須達(丁)欄所規定之最小容積。

### 第三十九款 吊艇架及救生艇容積表

下表按船舶長度，決定左列事項。

(甲)遵照上述第三十八款規則，為附著第一級救艇，而應設備之吊艇架最少副數。

(乙)在第三十八款規則，所特別認可之吊艇架小副數。

(丙)所要求之救生艇最小容積，但附著在吊艇架之救生艇，及遵照第三十八款規則之

增加救艇，亦包含在內。

(丁)從事短期國際航海之船舶,所求之救生艇最小容積。

公 尺	呎	船 登 簿 長 度		(甲)吊 艇架之 最少數	(乙)特 別認可 之吊艇 架副數	(丙)救生艇之最 小容積		(丁)救生艇之最 小容積	
		立方公尺	立方呎			立方公尺	立方呎		
三及三以下	100及125以下	二	二	二	二	三元	九六	一	100
三及三以下	130及150以下	二	二	二	二	三元	1,130	一	150
三及三以下	150及175以下	二	二	二	二	四元	1,500	二	200
三及三以下	175及200以下	三	三	三	三	五元	1,800	三	250
三及三以下	200及225以下	三	三	三	三	六元	2,300	三	300
三及三以下	225及250以下	四	四	四	四	七元	2,700	四	350
三及三以下	250及275以下	四	四	四	四	八元	3,300	四	400
三及三以下	275及300以下	五	五	五	五	九元	3,900	五	450
三及三以下	300及325以下	五	五	五	五	十元	4,500	五	500
三及三以下	325及350以下	六	六	六	六	十一元	5,100	六	550
三及三以下	350及375以下	六	六	六	六	十二元	5,700	六	600
三及三以下	375及400以下	七	七	七	七	十三元	6,300	七	650
三及三以下	400及425以下	七	七	七	七	十四元	6,900	七	700
三及三以下	425及450以下	八	八	八	八	十五元	7,500	八	750
三及三以下	450及475以下	八	八	八	八	十六元	8,100	八	800
三及三以下	475及500以下	九	九	九	九	十七元	8,700	九	850
三及三以下	500及525以下	九	九	九	九	十八元	9,300	九	900
三及三以下	525及550以下	十	十	十	十	十九元	9,900	十	950
三及三以下	550及575以下	十	十	十	十	二十元	10,500	十	1,000
三及三以下	575及600以下	十一	十一	十一	十一	二十一元	11,100	十一	1,050
三及三以下	600及625以下	十一	十一	十一	十一	二十二元	11,700	十一	1,100
三及三以下	625及650以下	十二	十二	十二	十二	二十三元	12,300	十二	1,150
三及三以下	650及675以下	十二	十二	十二	十二	二十四元	12,900	十二	1,200
三及三以下	675及700以下	十三	十三	十三	十三	二十五元	13,500	十三	1,250
三及三以下	700及725以下	十三	十三	十三	十三	二十六元	14,100	十三	1,300
三及三以下	725及750以下	十四	十四	十四	十四	二十七元	14,700	十四	1,350
三及三以下	750及775以下	十四	十四	十四	十四	二十八元	15,300	十四	1,400
三及三以下	775及800以下	十五	十五	十五	十五	二十九元	15,900	十五	1,450
三及三以下	800及825以下	十五	十五	十五	十五	三十元	16,500	十五	1,500
三及三以下	825及850以下	十六	十六	十六	十六	三十一元	17,100	十六	1,550
三及三以下	850及875以下	十六	十六	十六	十六	三十二元	17,700	十六	1,600
三及三以下	875及900以下	十七	十七	十七	十七	三十三元	18,300	十七	1,650
三及三以下	900及925以下	十七	十七	十七	十七	三十四元	18,900	十七	1,700
三及三以下	925及950以下	十八	十八	十八	十八	三十五元	19,500	十八	1,750
三及三以下	950及975以下	十八	十八	十八	十八	三十六元	20,100	十八	1,800
三及三以下	975及1,000以下	十九	十九	十九	十九	三十七元	20,700	十九	1,850
三及三以下	1,000及1,025以下	十九	十九	十九	十九	三十八元	21,300	十九	1,900
三及三以下	1,025及1,050以下	二十	二十	二十	二十	三十九元	21,900	二十	1,950
三及三以下	1,050及1,075以下	二十	二十	二十	二十	四十元	22,500	二十	2,000
三及三以下	1,075及1,100以下	二十	二十	二十	二十	四十一元	23,100	二十	2,050
三及三以下	1,100及1,125以下	二十一	二十一	二十一	二十一	四十二元	23,700	二十一	2,100
三及三以下	1,125及1,150以下	二十一	二十一	二十一	二十一	四十三元	24,300	二十一	2,150
三及三以下	1,150及1,175以下	二十二	二十二	二十二	二十二	四十四元	24,900	二十二	2,200
三及三以下	1,175及1,200以下	二十二	二十二	二十二	二十二	四十五元	25,500	二十二	2,250
三及三以下	1,200及1,225以下	二十三	二十三	二十三	二十三	四十六元	26,100	二十三	2,300
三及三以下	1,225及1,250以下	二十三	二十三	二十三	二十三	四十七元	26,700	二十三	2,350
三及三以下	1,250及1,275以下	二十四	二十四	二十四	二十四	四十八元	27,300	二十四	2,400
三及三以下	1,275及1,300以下	二十四	二十四	二十四	二十四	四十九元	27,900	二十四	2,450
三及三以下	1,300及1,325以下	二十五	二十五	二十五	二十五	五十元	28,500	二十五	2,500
三及三以下	1,325及1,350以下	二十五	二十五	二十五	二十五	五十一元	29,100	二十五	2,550
三及三以下	1,350及1,375以下	二十六	二十六	二十六	二十六	五十二元	29,700	二十六	2,600
三及三以下	1,375及1,400以下	二十六	二十六	二十六	二十六	五十三元	30,300	二十六	2,650
三及三以下	1,400及1,425以下	二十七	二十七	二十七	二十七	五十四元	30,900	二十七	2,700
三及三以下	1,425及1,450以下	二十七	二十七	二十七	二十七	五十五元	31,500	二十七	2,750
三及三以下	1,450及1,475以下	二十八	二十八	二十八	二十八	五十六元	32,100	二十八	2,800
三及三以下	1,475及1,500以下	二十八	二十八	二十八	二十八	五十七元	32,700	二十八	2,850
三及三以下	1,500及1,525以下	二十九	二十九	二十九	二十九	五十八元	33,300	二十九	2,900
三及三以下	1,525及1,550以下	二十九	二十九	二十九	二十九	五十九元	33,900	二十九	2,950
三及三以下	1,550及1,575以下	三十	三十	三十	三十	六十元	34,500	三十	3,000
三及三以下	1,575及1,600以下	三十	三十	三十	三十	六十一元	35,100	三十	3,050
三及三以下	1,600及1,625以下	三十一	三十一	三十一	三十一	六十二元	35,700	三十一	3,100
三及三以下	1,625及1,650以下	三十一	三十一	三十一	三十一	六十三元	36,300	三十一	3,150
三及三以下	1,650及1,675以下	三十二	三十二	三十二	三十二	六十四元	36,900	三十二	3,200
三及三以下	1,675及1,700以下	三十二	三十二	三十二	三十二	六十五元	37,500	三十二	3,250
三及三以下	1,700及1,725以下	三十三	三十三	三十三	三十三	六十六元	38,100	三十三	3,300
三及三以下	1,725及1,750以下	三十三	三十三	三十三	三十三	六十七元	38,700	三十三	3,350
三及三以下	1,750及1,775以下	三十四	三十四	三十四	三十四	六十八元	39,300	三十四	3,400
三及三以下	1,775及1,800以下	三十四	三十四	三十四	三十四	六十九元	39,900	三十四	3,450
三及三以下	1,800及1,825以下	三十五	三十五	三十五	三十五	七十元	40,500	三十五	3,500
三及三以下	1,825及1,850以下	三十五	三十五	三十五	三十五	七十一元	41,100	三十五	3,550
三及三以下	1,850及1,875以下	三十六	三十六	三十六	三十六	七十二元	41,700	三十六	3,600
三及三以下	1,875及1,900以下	三十六	三十六	三十六	三十六	七十三元	42,300	三十六	3,650
三及三以下	1,900及1,925以下	三十七	三十七	三十七	三十七	七十四元	42,900	三十七	3,700
三及三以下	1,925及1,950以下	三十七	三十七	三十七	三十七	七十五元	43,500	三十七	3,750
三及三以下	1,950及1,975以下	三十八	三十八	三十八	三十八	七十六元	44,100	三十八	3,800
三及三以下	1,975及2,000以下	三十八	三十八	三十八	三十八	七十七元	44,700	三十八	3,850
三及三以下	2,000及2,025以下	三十九	三十九	三十九	三十九	七十八元	45,300	三十九	3,900
三及三以下	2,025及2,050以下	三十九	三十九	三十九	三十九	七十九元	45,900	三十九	3,950
三及三以下	2,050及2,075以下	四十	四十	四十	四十	八十元	46,500	四十	4,000
三及三以下	2,075及2,100以下	四十	四十	四十	四十	八十一元	47,100	四十	4,050
三及三以下	2,100及2,125以下	四十一	四十一	四十一	四十一	八十二元	47,700	四十一	4,100
三及三以下	2,125及2,150以下	四十一	四十一	四十一	四十一	八十三元	48,300	四十一	4,150
三及三以下	2,150及2,175以下	四十二	四十二	四十二	四十二	八十四元	48,900	四十二	4,200
三及三以下	2,175及2,200以下	四十二	四十二	四十二	四十二	八十五元	49,500	四十二	4,250
三及三以下	2,200及2,225以下	四十三	四十三	四十三	四十三	八十六元	50,100	四十三	4,300
三及三以下	2,225及2,250以下	四十三	四十三	四十三	四十三	八十七元	50,700	四十三	4,350
三及三以下	2,250及2,275以下	四十四	四十四	四十四	四十四	八十八元	51,300	四十四	4,400
三及三以下	2,275及2,300以下	四十四	四十四	四十四	四十四	八十九元	51,900	四十四	4,450
三及三以下	2,300及2,325以下	四十五	四十五	四十五	四十五	九十元	52,500	四十五	4,500
三及三以下	2,325及2,350以下	四十五	四十五	四十五	四十五	九十一元	53,100	四十五	4,550
三及三以下	2,350及2,375以下	四十六	四十六	四十六	四十六	九十二元	53,700	四十六	4,600
三及三以下	2,375及2,400以下	四十六	四十六	四十六	四十六	九十三元	54,300	四十六	4,650
三及三以下	2,400及2,425以下	四十七	四十七	四十七	四十七	九十四元	54,900	四十七	4,700
三及三以下	2,425及2,450以下	四十七	四十七	四十七	四十七	九十五元	55,500	四十七	4,750
三及三以下	2,450及2,475以下	四十八	四十八	四十八	四十八	九十六元	56,100	四十八	4,800
三及三以下	2,475及2,500以下	四十八	四十八	四十八	四十八	九十七元	56,700	四十八	4,850
三及三以下	2,500及2,525以下	四十九	四十九	四十九	四十九	九十八元	57,300	四十九	4,900
三及三以下	2,525及2,550以下	四十九	四十九	四十九	四十九	九十九元	57,900	四十九	4,950
三及三以下	2,550及2,575以下	五十	五十	五十	五十	一百元	58,500	五十	5,000
三及三以下	2,575及2,600以下	五十	五十	五十	五十	一百零一元	59,100	五十	5,050
三及三以下	2,600及2,625以下	五十一	五十一	五十一	五十一	一百零二元	59,700	五十一	5,100
三及三以下	2,625及2,650以下	五十一	五十一	五十一	五十一	一百零三元	60,300	五十一	5,150
三及三以下	2,650及2,675以下	五十二	五十二	五十二	五十二	一百零四元	60,900	五十二	5,200
三及三以下	2,675及2,700以下	五十二	五十二	五十二	五十二	一百零五元	61,500	五十二	5,250
三及三以下	2,700及2,725以下	五十三	五十三	五十三	五十三	一百零六元	62,100	五十三	5,300
三及三以下	2,725及2,750以下	五十三	五十三	五十三	五十三	一百零七元	62,700	五十三	5,350
三及三以下	2,750及2,775以下	五十四	五十四	五十四	五十四	一百零八元	63,300	五十四	5,400
三及三以下	2,775及2,800以下	五十四	五十四	五十四	五十四	一百零九元	63,900	五十四	5,450
三及三以下	2,800及2,825以下	五十五	五十五	五十五	五十五	一百一十元	64,500	五十五	5,500
三及三以下	2,825及2,850以下	五十五	五十五	五十五	五十五	一百一十一元	65,100	五十五	5,550
三及三以下	2,850及2,875以下	五十六	五十六	五十六	五十六	一百一十二元	65,700	五十六	5,600
三及三以下	2,875及2,900以下	五十六	五十六	五十六	五十六	一百一十三元	66,300	五十六	5,650
三及三以下	2,900及2,925以下	五十七	五十七	五十七	五十七	一百一十四元	66,900	五十七	5,700
三及三以下	2,925及2,950以下	五十七	五十七	五十七	五十七	一百一十五元	67,500	五十七	5,750
三及三以下	2,950及2,975以下	五十八	五十八	五十八	五十八	一百一十六元	68,100	五十八	5,800
三及三以下	2,975及3,000以下	五十八	五十八	五十八	五十八	一百一十七元	68,700	五十八	5,850
三及三以下	3,000及3,025以下	五十九	五十九	五十九	五十九	一百一十八元	69,300	五十九	5,900
三及三以下	3,025及3,050以下	五十九	五十九	五十九	五十九	一百一十九元	69,900	五十九	5,950
三及三以下	3,050及3,075以下	六十							

七六及二以下	二五及三〇以下	六	五	一六〇	五・六〇〇	六	二・五〇〇
六二及六以下	二七〇及二八五以下	七	五	一七五	六・一〇〇	七	一・〇〇〇
六七及九以下	二八五及三〇〇以下	七	五	一九六	六・六〇〇	八	三・〇〇〇
九二及九六以下	三〇〇及三二五以下	八	六	二二四	七・五〇〇	九	三・三〇〇
九六及一〇二以下	三二五及三三〇以下	八	六	二三五	八・二〇〇	一〇	三・七〇〇
一〇二及一〇七以下	三三〇及三四〇以下	九	七	二五五	九・〇〇〇	一一	四・一〇〇
一〇七及一二三以下	三四〇及三四〇以下	九	七	二七三	九・六〇〇	一二	四・五〇〇
一二三及一二九以下	三四〇及三五〇以下	一〇	七	三〇一	一〇・六〇〇	一三	四・九〇〇
一二九及一三五以下	三五〇及四〇〇以下	一〇	七	三三二	一一・二〇〇	一四	五・一〇〇
一三五及一三三以下	四〇〇及四二五以下	一一	九	三六〇	一二・〇〇〇	一五	五・五〇〇
一三三及一四〇以下	四二五及四六〇以下	一一	九	四〇八	一二・五〇〇	一六	六・〇〇〇
一四〇及一四七以下	四六〇及四九〇以下	一二	一〇	四五一	一三・九〇〇	一七	六・五〇〇
一四七及一五五以下	四九〇及五二〇以下	一二	一〇	四九〇	一四・四〇〇	一八	七・一〇〇

一五及一六以下	五〇及五〇以下	一六	三三	五〇〇	一八七〇	三二七	七・六〇〇
一六及一七以下	五五及五〇以下	一六	三三	五七六	三〇・三〇〇		
一七及一八以下	五九及六〇以下	一六	三三	六〇〇	三三・九〇〇		
一八及一九以下	六〇及六〇以下	一八	三三	六七一	三三・七〇〇		
一九及二〇以下	六四〇及六七〇以下	二〇	三四	七二七	三三・三〇〇		
二〇及二二以下	六七〇及七〇〇以下	二〇	三四	七六六	三三・〇〇〇		
二三及二三以下	七〇〇及七三〇以下	三三	三五	八〇六	三六・三〇〇		
二三及三三以下	七三〇及七六〇以下	三三	三五	八四四	四〇・一八〇		
三三及三四以下	七六〇及七九〇以下	三四	三七	九〇六	三三・一〇〇		
三四及三五以下	七九〇及八二〇以下	三四	三七	九七三	三四・三〇〇		
三五及三六以下	八二〇及八五〇以下	三六	三八	一〇三三	三六・四〇〇		
三六及三七以下	八五〇及八八〇以下	三六	三八	一〇九七	三八・七〇〇		
三七及三八以下	八八〇及九一〇以下	三六	三九	一一六〇	四一・〇〇〇		

二六及二六以下	九五及九六以下	二六	二〇	一・二四五	四三・八〇
二五及二五以下	九〇及九五以下	三〇	三〇	一・三二	四六・三五〇
二四及二四以下	九五及一〇〇以下	三〇	三〇	一・三六〇	四九・七五〇

(甲)及(乙)之註解 船舶長度，超過三一四公尺（等於一，〇三〇呎）時，主管機關須決定該船舶所應備之吊艇架之最少副數，而須將決定該數目之詳細事項，通告其他主管機關。

(丙)及(丁)之註解 第二級救艇之容積，以該救艇之認可人數乘〇，二八三，則得立方公尺容積，以認可人數乘一〇，則得立方呎容積。

(丁)之註解 船舶長度，在三二公尺（等於一百呎）以下，或一六八公尺（等於五五〇呎）以上時，救生艇之立方容積，須由主管機關規定之。

#### 第四十款 救生衣及救生圈

甲 救生衣須以適宜工作及材料構成之。

乙 救生衣須在淡水中至少能支持七，五公斤（等於十六，七磅）之重，至二十四小時之久。

丙 救生衣須表裏均能使用。

救生衣浮力裝置，須依賴空氣室者，一概不准使用。

### 第二項 救生圈須滿足下列之要求。

甲 救生圈須用實質軟塞，或其他與此同等效力之材料。

乙 救生圈須在淡水中至少能支持一四，五公斤（等於三十二磅）之鐵，至二十四小時之久。

救生圈充塞以蘭軟塞鋸屑，或其他疎鬆之粒狀物質，或其浮力裝置，依賴於必須膨脹之空氣室者，一概不准使用。

### 第三項 船舶所應設備之救生圈最少數目，由下表定之。

船舶長度

救生圈最少數目

公尺

呎

六一以下

二〇〇以下

八

六一及一二二以下

二〇〇及四〇〇以下

一二

一二二及一八三以下

四〇〇及六〇〇以下

一八

一八三及二四四以下

六〇〇及八〇〇以下

二四



二四四及以上

八〇〇及以上

三〇

500

#### 第四項

凡救生圈須備以緊繫之把索，各舷至少須有一個浮圈，備有至少二七，五公斤（十五尋）長之救命索，救生圈之半數以上，（無論如何不得少於六個）須備以有效之自然點火式燈，且在水中不熄滅者，此燈須用附著之必要方法，使其保持，接近於所屬之浮圈。

#### 第五項

凡救生圈及救生衣，應放置在船內人員容易得到之處所，並須簡單標示其位置，使關係人員知之。

救生圈須隨時得以迅速除下，投入海中，切勿永久緊繫於該處。

#### 第四十一款 救生艇之合格艇員

凡欲取得現行公約第二十二節所規定之特別救生艇艇員證書者，須經證明其對於救生艇之一切動作及使艇方法，曾經訓練，且熟悉救生艇自身之實際處理，並須有了解及應付關於救生艇操作命令之能力。

各救生艇或浮筏至少須有合於下表所規定之救生艇員。

救生艇或浮筏之搭載人員。 救生艇合格艇員之最少數目

四一人以下

二

四一至六一人

三

六二至八五人

四

八五人以上

五

#### 第四十二款 救艇之組織

各救艇或各浮筏，須派定高級船員一名，或合格救生艇員一人，並須委派第二指導員一人，管理之管理人員，須具有救艇水手名簿，並須察看在其管理下之人員，是否熟悉，彼等所應盡之任務。

各發動機艇，須派定能操作發動機之人員一人管理之，須委派能操作無線電及探海燈裝置之人員一人，在附有該項裝置之救艇內。

視察救艇浮筏浮具，及其他救生等裝置，是否預備適當，以便隨時使用，該項任務，須委派士官一名或數名執行之。

#### 第四十三款 火災之發見及消防

第一項 須組織一種有效巡邏制度，務使得以迅速發見火災之發生，並須備置火災警器一具，或稽查火患制度，在一所或一所以之地點或位置，為高級船員及水夫能最易察覺之處，自動的指示或表示船內任何部分內火災之所在，以補助巡邏制度所不能到達者。

第二項 各船舶須備置有力唧筒，用汽力或其他方法動作之。

總噸數不及四千噸之船舶，應備置該項唧筒兩具，總噸數四千以上之船舶，應備置三具，各唧筒均須同時，能發射二道充分水量之有力射水，能到達船舶之任何一部分，對於離港前之立刻使用，亦應有效。

### 第三項

當防水門及禦火門關閉時，給水管須允許二道有力射水，能同時導入旅客及船員所需用處所之甲板上任何部分，給水管及水龍管須有充分之尺度，並須用適當之材料構成之，給水管之支管，須配置於各甲板上，務使消火水龍管，得容易聯結之。

### 第四項

至少須準備二道有力射水，能迅速及同時導入容納有貨物之任何處所內，此外尚須配置窒息氣，能充分使自由氣之最小體積，等於船內最大艙之總體積之百分之三十，此項窒息氣，能藉一永久管系迅速運至各搭貨分段室內，在汽力運轉之船舶，得承認其以適當比例之汽力替代窒息氣，總噸數不及一千噸之船舶，無須供給窒息氣或汽力之設備。

### 第五項

備置可移動之液體消火器若干具，俾得足用，並至少須備置兩具於各機艙之內。

### 第六項

由煙盞一個，或呼吸具及安全燈一個，構成之消火器具，須置在船內，並將各具保管二所相離之地方。

### 第七項

主汽鍋之使用油料之汽船，除備置二道有力射水，能迅速及同時導入機艙之任何部分外，尚須備置左列各件。

甲 適宜之導水器若干個，能在油上噴水霧，但不致不正當攪亂油表面者。

乙 在燒火室內，備置容器一個，容納砂二八三立方公尺（十立方呎）及濇透梳打之鋸屑，或其他認可之乾燥物，並備置攪亂上述各物之戽斗若干個。

丙 在各汽鍋室及裝置，有燃油裝置一部份之機艙內，須備置認可之可移動消火器兩具，其型式為發出泡沫，或發出其他認可煤質，須宜於熄滅油火之用。

丁 須備置器具，得以迅速發出泡沫，並能分配之於汽鍋室，（若有一個以上之汽鍋室時則任何汽鍋室）或置有燃油標準，或沈澱艙之任何機艙內，此項器具發出之泡沫量，須能適于蔽覆鐵板全面積至一五，二四公分（六吋）之厚度，但該全面積云者，指在任何分段室，由內艙板所形成之面積，若無二重底艙時，則指由艙船外板所形成之面積而言，倘機室與汽鍋室，非完全隔離，而燃料油能由汽鍋室變曲部漸漸流入機室時，此合成之機室，與汽鍋室，應作一個分段室論，消火裝置須在發生火災之分段室外部，得操作或歇制之。

戊 除前述外，具有一個汽鍋室之汽船，須備置至少有一三六公升（三十加侖）容量之泡沫型消火器一具，具有一個以上之汽鍋室之汽船，則須備置此項消火器兩具，此項消火器須備，以水龍管捲在小絞盤上，並適於到達汽鍋室及容納油燃料唧筒

標準處所之任何部分，凡具有與此同一效力之裝置，足以替代一三六公升（三十加侖）之消火器者，亦得認可之。

己 使消火器得以操作之一切容器及瓣，須置在容易可以到達之處所，其安置方法，務使消火器具，不致因火災發生，而容易失其效用。

## 第八項

用內燃機推進之船舶，須於各機艙內，除備置器具，藉以發射二道有力射水，能迅速及同時導入機艙之任何部分者外，應備置泡沫消火器如下。

甲 至少須備有認可之四十五公升（十加侖）消火器一具，對於機器，每一千實馬力，增備認可之九公升（二加侖）消火器一具，但如此增備之九公升消火器之全數，不得少於兩具，然亦無須超過六具。

乙 機艙內設置，有一個小汽鍋時，須備置一三六公升容量之消火器一具，以替代上述之四十五公升（十加侖）消火器，但此一三六公升消火器，須備有適當之水龍管附件，或其他種分配泡沫之適當設備。

## 第九項

使用油燃料之汽船，若機室及汽鍋室，非用鋼製隔堵，完全分隔，或燃料能由汽鍋室彎曲部漸漸流入機室時，軸洞內或機器分段室外側，其他處所須備置消火唧筒一具，如須兩具以上之唧筒時，此項唧筒，不得設置於同一處所。

第十項 對於器具消火煤質或配置，如指定其為特別型式時，則効力不少於此項型式之其他型式，亦得認可之，例如炭化二氣之量，能充分使汽鍋上部附近氣體飽和，約對於燒火室之總體積為百分之二十五時，得認可炭化二氣，以替代泡沫裝置（第七項丁戊。）

第十一項 一切消火器具，應每年至少完全檢查一次，此項檢查，由主管機關所指定之檢查員執行之。

#### 第四十四款 集合表

集合表須指定各個船員分担左列事項之任務。

(甲) 防水門防水瓣等之關閉。

(乙) 救艇浮筏及浮具之設備。

(丙) 放下附着於吊艇架之救艇。

(丁) 其他救艇浮筏及浮具之一切準備。

(戊) 搭客之集合。

(己) 消防。

集合表須分配掌廚部員，以臨危急時，關於搭客之各種任務如左。

(甲) 警報搭客。

(乙) 觀察搭客，已否穿衣，並已否如法穿着救生衣。

(丙) 招集搭客於集合地點。

(丁) 在通路及樓梯，維持秩序，並一般的管理搭客之動靜。

集合表須指定一定信號，以集合船員，就其各自救艇地位，並須指示此等信號之詳細事項。

#### 第四十五項 集合及操演

救艇操演如在可能範圍，須每星期集合船員演習一次。

航海超過一星期之船舶，則于離港前演習之，演操集合日期，須記在航海記事簿內。

若在任何星期中，不能操演集合時，須將不能施行集合之理由記明之。

航海超過一星期之船舶，其集合搭客之實練，須於各航海之初期施行之。

各次救艇操演，須逐次使用別個之救艇，羣操演及檢閱之佈置方法，務使船員得以充分了解彼等所應盡之任務，並應熟練之，務使一切救命設備，及其屬具，時常預備妥貼，俾得即時使用。

呼喚搭客至集合地點之緊急信號，須用繼續發聲汽笛，或汽笛發短聲六響以上，繼以一長聲。從事於短期國際航海之船舶，全航用他種電氣作用之信號，得由船橋管理者外，其

## 航海安全

餘一切船舶，須補添此項緊急信號喚起搭客注意一切信號之意義，須用種種國語明瞭記載硬紙上，揭示於客室及其他搭客處所內。

### 第四十六款 報告之傳達

關於冰山遺棄船舶，熱帶風或其他於航海有直接危險之報告之傳達，是屬義務的發送，報告之方式，非屬義務的，該報告得使用普通國語，（最好使用英文）或使用萬國旗語（無線電章）傳達之，該報告應向一切船舶發出CQ二字，亦應向能與交通之海岸最初地點報告，請其傳達至適當之政府。

在本公約第三十四節下，所發出之一切消息，先用安全信號TTT然後指示其危險性質，TTT  
冰山。

TTT 遺棄船舶。TTT 暴風。TTT 航海。

所應報告事項。

要求報告下列事項，在各種情形時，間用格林威治平均時。

第一項 冰山遺棄船舶，及其他於航海，有直接危險者。

(一) 所觀測之冰山遺棄船舶，或危險之種類。



(二)最近所測定之冰山遺棄船舶，或危險之位置。

(三)觀測時及日期。

## 第二項

熱帶風，(西印度之暴風，中國海之颶風，印度海之旋風，及在其他地方，具有同樣性質之暴風。)

(一)遭遇熱帶風之陳述書，本項義務，應用廣義解釋之船主，具有充分理由，確信有熱帶風在其近傍時，得隨時發送報告。

有熱帶風，在其近傍時，得隨時發送報告。

(二)氣象報告(因精確之氣象材料，對於暴風中心位置，及其移動之確定，襄助極大，故各船主除發警告音信外，須在可能範圍內，尙應發下列氣象報知。)

(甲)晴雨計壓力(Millibar時或公釐。)

(乙)晴雨計壓力之變化(前二小時至四小時之變化。)

(丙)風向(係指真正方向非指磁氣方向。)

(丁)風力(Beaufort或十進尺。)

(戊)海面狀態(平靜平穩澎湃險惡。)

(己)波湧(小湧中湧大湧)及其來向。

晴雨計壓力用 (Millibar) 時，或公釐等語表示時，須於所讀數目之下，加以 (Millibar) 時，公釐等語，並須時常述及其所讀數目，已經改正或未經改正報告晴雨計之變化時，船舶之航路及速率，亦須報告。

一切方向，須用真正方向，不能用磁氣方向。

(三) 時間日期及船舶位置——此項乃指報告氣象觀測時之時間及位置，非指發送音信時之時間及位置，在各種情形所用之時間，須為格林威治平均時。

(四) 繼續觀測——當船主報告熱帶風後，如該船仍在該熱帶風之影響中時，希望（但非義務的）其每於三小時間，隔再行觀測而傳達之。

例

冰山

TTT 冰山 五月十五日格林威治，平均時〇八〇〇在北四六〇五西四四一〇之地點。見一大冰山。

遺棄船舶

TTT 遺棄船舶 四月二十一日，格林威治平均時一六三〇，在北四〇〇六，西一二四三之地點，見一遺棄船舶，迄沉沒者。

航海危險

TTT 航海 正月三日格林威治平均時一八〇〇甲號燈船不在其停泊所。

熱帶風

TTT 暴風 八月十八日，格林威治平均時〇〇三〇，在北二二〇四東一一三五四之地點，

遭遇熱帶風，已改正之晴雨計壓力，九日（Milibus.）現急速下降中，西北風 風力九，大暴風，波湧自東來，航路東北東，速率五海里。

TTT 暴風 九月十四日格林威治平均時一三〇〇，在北二二〇〇西七二三六之地點，有暴風接近之模樣。

已改正之晴雨計，壓力二九六四吋，現正下降中，東北風。風力八。中湧來自東北。疾雨時降。航路三十五度。速率九海里。

TTT 暴風 五月四日，格林威治平均時〇二〇〇，在北一六二〇，東九三〇二之地點，呈已形成大旋風之模樣，南偏西風。風力五。未改正之晴雨計壓力七五三公厘。前三小時降下五公厘。航路北偏。西六十度速率八海里。

TTT 暴風 六月二日，格林威治平均時〇三〇〇，在此一八二二東一二六〇五之地點。颶風向東南。風自北方增加。晴雨計急速下降。

證書

第四十七款 客輪安全證書之樣式。

安全證書

(印章)

國際航海

短期國際航海

依一九二九年海上人命安全國際公約，規定發給之船名信號數字或信號文字。

船籍港。

總噸數。

(政府名)

政府

證明左記事項

簽字人

(姓名)

一 上述船舶曾經依本國際公約規定，受適法之檢查。

二 上述船舶檢查之結果，關於左記事項，與本國際公約之規定相合。

(一) 船身正副汽鍋及機器。



合格救生艇員名。

(五)無線電設備。

當值時間	上述公約第 節之規定	實 際 設 備
有無認可自動警器之設備	.....	.....
有無分離之危急設備	.....	.....
操作者之最少人數	.....	.....
增加操作者或當值者	.....	.....
有無方向探知器之設備	.....	.....

三 上述船舶,不論其他任何點,在本公約規定適用範圍內,悉合于本公約之規定。  
 本證書在 政府權能下,發給之本證書,至 年 月 日止有效。

年 月 日發給。

茲爲發給本證書事職權者簽字或蓋章於左。

(蓋章)

若簽字則須加左列一段。

簽字人宣言，謂上述之政府，援以正當權能發給本證書。

(簽字)

無線電安全證書之樣式。

無線電信安全證書。

(印章)

(國名)

依一九二九年海上人命安全國際公約規定發給之船名。

信號數字或信號文字。

船籍港。

總噸數。

(政府名)

政府

簽字人

(姓名)

證明上述船舶，關於無線電信，與本國際公約之規定相合。

<p>當值時間</p> <p>有無認可自動警器之設備</p> <p>有無分離之危急設備</p> <p>操作者之最少人數</p> <p>增加操作者或當值者</p> <p>有無方向探知器之設備</p>	<p>上述公約第 節規定</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>實際設備</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
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本證書在 政府權能下，發給之本證書，至 年 月 日止有效。

年 月 日發給。

茲為發給本證書事，職權者簽字或蓋章於左。

(蓋章)

若簽字，則須加左列一段。

簽字人宣言，謂上述之政府，授以正當權能，發給本證書。



(簽字)

特准證書之樣式。

特准證書。

(印章)

依一九二九年海上人命安全國際公約規定發給之。

船名。

信號數字或信號文字。

船籍港。

總噸數。

(政府名)

政府。

簽字人。

(姓名)

證明上述船舶在上述國際公約。

節所授之權能下，對於 航路免除本公約之規定。

如在某項條件之下，承諾本特准證書時，則將該條件列記之。

本證書在 政府權能下發給之。本證書至 年 月 日止有效。

年 月 日發給

茲爲發給本證書事，職權者簽字或蓋章於左。

(蓋章)

若簽字則須如左列一段，

簽字人宣言，謂上述之政府，授以正當權能，發給本證書。

(簽字)



International Convention for the Safety of Life at Sea, 1929.

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## International Convention for Safety of Life at Sea.

### PREAMBLE.

The Governments of Germany, the Commonwealth of Australia, Belgium, Canada, Denmark, Spain, the Irish Free State, the United States of America, Finland, France, the United Kingdom of Great Britain and Northern Ireland, India, Italy, Japan, Norway, the Netherlands, Sweden, the Union of Socialist Soviet Republics, being desirous of promoting safety of life at sea by establishing in common agreement uniform principles and rules directed thereto;

Considering that this end may best be achieved by the conclusion of a Convention;

Have appointed their plenipotentiaries, namely:

#### THE GOVERNMENT OF GERMANY:

Gr. Friedrich STHAMER, Ambassador Extraordinary and Plenipotentiary of the German Reich in London.

Mr. Gustav KOENIGS, Ministerialdirigent in the Reichsverkehrsministerium,  
Geheimer Regierungsrat, Berlin.

Mr. Arthur WERNER, Oberregierungsrat in the Reichsverkehrsministerium,  
Geheimer Justizrat, Berlin.

Mr. Walter LAAS, Professor, Director of the "Germanischer Lloyd" Classifica-  
tion Society, Berlin.

Er. Otto RIESS, Director reb. of the Reichsschiffvermessungsamt, Geheimer  
Regierungsrat, Neubrandenburg.

Mr. Hermann GIESS, Ministerialrat in the Reichspostministerium, Berlin.

Vice-Admiral Hugo DOMINIK, President of the "Deutsche Seewarte", Hamburg.

• THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA.

Captain Henry James FEAKET, Royal Australian Navy, Commonwealth Naval  
Representative in London.

Lieut.-Commander Thomas FREE, Royal Reserve (Retired).

Carlson J. K. DAVIS, Commonwealth Director of Navigation.

THE GOVERNMENT OF BELGIUM:

Baron de GERLACHE de GOMERY, Director-General of the Marine Department.

Mr. Gustave de WINNE, Ingenieur en Chef, Director of the Marine Department.

Mr. Georges GOOR, Adviser to the Marine Department.

THE GOVERNMENT OF CANADA:

Mr. Alexander JOHNSTON, Deputy Minister of Marine.

Mr. Lucien PACAUD, Secretary in the Office of the Canadian High Commissioner in London.

THE GOVERNMENT OF DENMARK:

Mr. Emil KROGH, Assistant-Secretary in the Marine Department, Ministry of Industry, Commerce and Shipping.

Mr. V. TOPSØE-JENSEN, Judge of the Supreme Court of Appeal.

Captain V. LORCK, Chief Examiner of Masters and Mates.

Mr. J. A. KÖRNING, Technical Managing Director of the United Steam Ship Company, Copenhagen.



Mr. Aage H. LARSEN, Engineer in Chief of the Ministry of Industry, Commerce and Shipping.

Mr. Arnold POULSEN, Engineer Commissioner to the Ministry of Industry, Commerce and Shipping.

THE GOVERNMENT OF SPAIN:

Rear-Admiral Don Francisco Javier de SALAS y Gonzaloz, Head of the Naval Commission in Europe.

THE GOVERNMENT OF THE IRISH FREE STATE:

Mr. J. W. DULANTY Commissioner for Trade for the Irish Free State in Great Britain,

Mr. E. C. FOSTER, Chief Surveyor in the Marine Branch, Department of Industry and Commerce.

THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

The Honourable Wallace H. WHITE, Junior, Member of Congress, Chairman of the Committee on Merchant Marine and Fisheries.

Mr. Arthur J TYRER, Commissioner of Navigation, Department of Commerce.

Mr. Charles M BARNES, Chief of the Treaty Division, Department of State.

Rear-Admiral George H. ROCK Construction Corps, United States Navy,

Assistant Chief of the Bureau of Construction and Repair, Navy Department

Captain Clarence S. KEMPER, United States Navy, Hydrographer, Navy Department.

Mr. Dickerson N. HOOVER, Supervising Inspector-General of the Steamboat Inspection Service, Department of Commerce.

Mr. William D. TERRELL, chief of the Radio Division, Department of Commerce.

Rear-Admiral John G. TAWRESEY, Construction Corps, United States Navy (Retired), United States Shipping Board,

Mr. Herbert B. WALKER, President of the American Steamship Owners' Association.

Mr. Henry G. SMITH, President of the National Council of American Shipbuilders.

Captain Charles A. McALLISTER, President of the American Bureau of Shipping.

THE GOVERNMENT OF FINLAND:

Caron Gustaf WREDE, President of the Shipping Board.

Captain Väinö BERGMAN, Manager of the Finnish Shipowners' Association.

THE GOVERNMENT OF FRANCE:

Mr. RIO, Senator and former Minister.

Captain HAARBLEICHER, Naval Construction Corps, Director of Mercantile

Shipping Service, Department of Public Works.

Commander MARIE, Naval Construction Corps, Direction of Mercantile Shipping.

Captain THOUROUDE, Naval Attaché to the French Embassy in London.

THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT

BRITAIN AND NORTHERN IRELAND:

Sir Herbert W. RICHMOND, Vice-Admiral, Royal Navy.

Sir Westcott ABELL, Professor of Navy Architecture, Armstrong College,

Newcastle-on-Tyne.

Mr. A. L. AYRE, Vice-President of the Shipbuilding Employers' Federation.

Captain F. W. BATE, Professional Officer, Mercantile Marine Department,  
Board of Trade.

Mr. O.H. BOYD, Mercantile Marine Department, Board of Trade.

Sir William O. CURRIE, President of the Chamber of Shipping of the United  
Kingdom.

Mr. A. J. DANIEL, Principal Ship Surveyor, Board of Trade.

Sir Norman HILL, Chairman of the Merchant Shipping Advisory Committee.

Sir Charles HIPWOOD, Principal Assistant Secretary, Mercantile Marine  
Department, Board of Trade.

Captain A. R. H. MORRELL, Trinity House.

#### THE GOVERNMENT OF INDIA.

Sir Geoffrey L. COSBETT, Commerce Department, Government of India.

Captain E. V. WHISH, Port Officer, Bombay.

Mr. M. A. MASTER, General Manager of the Scindia Steam Navigation  
Company.

THE GOVERNMENT OF ITALY:

Lieut.-General of Fort G, INGIANNI, General Director of the Mercantile Marine.

Vice-Admiral A, ALESSIO, Chief of the Technical Inspectorate of the Mercantile Marine.

Count D. ROGERI DI VILLANOVA, Counsellor to the Italian Embassy in London,

Dr. T. O GIANNINI, Counsellor of Emigration.

Major-General of Port F, MARÈNA, Vice-Inspector of Harbour Master Offices.

Engineer-General E, FERRETTI, Chief of the Technical Office of the Italian Naval and Aeronautical Register.

Mr. G. GNEFFE, Chief of the Telegraph Service of the General Direction of Postal and Telegraphic Services.

Commander L, BIANCHERI, Royal Italian Navy.

THE GOVERNMENT OF JAPAN:

Mr. Yukio YAMAMOTO, Inspector-General of the Mercantile Marine Bureau,  
Expert in the Department of Communications,

Captain Shichihai OTA, Imperial Japanese Navy.

Mr. Haro ISHII, First Class Secretary of Embassy.

THE GOVERNMENT OF NORWAY:

Mr. B VOGEL, Norwegian Minister in London.

Mr. L. T. HANSEN, Director of the Department of Shipping, Ministry of  
Commerce and Navigation,

Mr. J. SCHÖNHEYDER, Surveyor-in-Chief of the Ship and Engineer Division,  
Ministry of Commerce and Navigation.

Mr. Arth H. MATHIESEN, Vice-President of the Norwegian Shipowners'  
Association.

Captain N. MARSTRANDER, Chairman of the Board of the Norwegian Masters'  
Association.

Mr. A. BIRKELAND, Manager of the Norwegian Seamen's and Firemen's Union.

THE GOVERNMENT OF THE NETHERLANDS.

Vice-Admiral C. FOCK, Inspector-General of Navigation.

Mr. Q. H. de GOEJE, Ex-Inspector-General of Navigation, Netherland East Indies.

Mr. A. Van DRIEL, Adviser on Naval Architecture, Shipping Inspection Service.

Mr. J. A. BEAND van den BERG, Inspector of Coastal and Ships' Radiotelegraphy.

Mr. Phs. van OMMEREN, Junior, Chairman of Phs. van Ommeren, Ltd.

Mr. H. G. J. ULLKENS, Ex-Commodore of the Netherland Steamship Company

THE GOVERNMENT OF SWEDEN:

Baron PALMSTIERNA, Swedish Minister in London.

Mr. Nils-Gustaf NILSSON, Assistant Under-Secretary in the Board of Trade.

Captain Erik Axel Fredrik EGGERT, Maritime Expert to the Social Board.

THE GOVERNMENT OF THE UNION OF SOCIALIST SOVIET

REPUBLICS:

Mr. Jan Lvovitch ARENS, Counsellor to the U. S. S. R. Embassy in Pa. Ia.

Captain Karl Pavlovitch EGGI, Commander of the Icebreaker 'Lenin,' Soviet Merchant Fleet (Sovtorflot).

Who, having communicated their full powers, found in good and due form, have agreed as follows:—





## Chapter I.—Preliminary.

### Article 1.

The Contracting Governments undertake to give effect to the provisions of the present Convention for the purpose of promoting safety of life at sea, to promulgate all regulations and to take all other steps which may be necessary to give the present Convention full and complete effect.

The provisions of the present Convention are completed by Regulations contained in Annex I, which have the same force and take effect at the same time as the present Convention. Every reference to the present Convention implies at the same time a reference to the Regulations annexed thereto.

### Article 2.

#### Applications and Definitions.

1. The provision of the present Convention shall apply to ships belonging to countries the Governments of which are Contracting Governments, and to ships

belonging to territories to which the present Convention is applied under Article 63, as follows:—

Chapter II.—(Construction ) to passenger ships (mechanically propelled) on international voyages,

Chapter III.—(Life-saving Appliances) to passenger ships (mechanically propelled) on international voyages.

Chapter IV.—(Radiotelegraphy) to all ships engaged on international voyages except cargo ships of less than 1,600 tons gross tonnage.

Chapter V.—(Safety of Navigation) to all ships on all voyages.

Chapter VI.—(Certificates) to all the ships to which Chapters II, III and IV apply.

2. The classes of ships to which each Chapter applies are more precisely defined, and the extent of the application is shown, in each Chapter.

3. In the present Convention, unless expressly provided otherwise:—

(a) a ship is regarded as belonging to a country if it is registered at a port

of that country;

(b) the expression "Administration" means the Government of the country in which the ship is registered;

(c) an international voyage is a voyage from a country to which the present Convention applies to a port outside such country, or conversely; and for this purpose every colony, overseas territory, protectorate or territory under suzerainty or mandate is regarded as a separate country;

(d) a ship is a passenger ship if it carries more than 12 passengers;

(e) the expression "Regulations" means the Regulations contained in Annex I.

4. The present Convention, unless expressly provided otherwise, does not apply to ships of war.

### Article 3.

#### Cases of Force Majeure.

No ship, which is not subject to the provisions of the present Convention at the time of its departure on any voyage, shall become subject to the provisions of the

present Convention on account of any deviation from its intended voyage due to stress of weather or any other cause of force majeure.

Persons who are on board a ship by reason of force majeure or in consequence of the obligation laid upon the master to carry shipwrecked or other persons shall not be taken into account for the purpose of ascertaining the application to a ship of any provisions of the present Convention.

## Chapter II.—Construction.

### Article 4.

#### Application.

1. This Chapter, except where it is otherwise expressly provided, applies to new passenger ships engaged on international voyages.
2. A new passenger ship is a ship the keel of which is laid on or after the 31 July, 1931, or a ship which is converted to passenger service on or after that date, all other passenger ships being described as existing passenger ships.
3. Each Administration may, if it considers that the route and the conditions

of the voyage are such as to render the application of the requirements of this Chapter unreasonable or unnecessary, exempt from the requirements of this Chapter individual ships or classes of ships belonging to its country which, in the course of their voyage, do not proceed more than 30 miles from the nearest land.

4. In the case of a passenger ship which, in the course of its voyage, does not proceed more than 200 miles from the nearest land, the Administration of the country to which the ship belongs may allow relaxations from such of the requirements of Regulations IX, X, XV, and XIX as may be proved to the satisfaction of to Administration to be reasonable nor practicable.

5. In the case of existing passenger ships engaged on international voyages which do not already comply with the provisions of this Chapter relating to new passenger ships, the arrangements on each ship shall be considered by the Administration of the country to which the ship belongs, with a view to improvements being made to provide increased safety where practicable and reasonable.

6. In the case of passenger ships engaged on international voyages which are

employed in the carriage of large numbers of unberthed passengers in special trades, such, for example, as the pilgrim trade, an Administration, if satisfied that it is impracticable to enforce compliance with the requirements of this Chapter, may exempt ships, when they belong to its country, from those requirements on the following conditions:—

(a) That the fullest provision which the circumstances of the trade will permit shall be made in the matter of construction.

(b) That steps shall be taken to formulate general rules which shall be applicable to the particular circumstances of these trades. Such rules shall be formulated in concert with such other Contracting Governments, if any, as may be directly interested in the carriage of such passengers.

7. This Chapter does not apply to ships which are not mechanically propelled or to wooden ships of primitive build, such as dhows, junks, &c.

#### Article 5.

Watersight Subdivision of Ships

1. Ships shall be as efficiently subdivided as is possible having regard to the nature of the service for which they are intended. The requirements respecting subdivision are in the following Articles and in the Regulations.

2. The degree of subdivision provided for by these requirements varies with the length of the ship and with the service, in such manner that the highest degree of subdivision corresponds with the ships of greatest length primarily engaged in the carriage of passengers.

3. Regulations I to V indicate the method to be followed in order to determine the degree of subdivision applicable to a ship.

4. In order that the required degree of subdivision shall be maintained, a loadline corresponding to the approved subdivision draft shall be assigned and marked on the ship's sides. A ship having spaces which are specially adapted for the accommodation of passengers and the carriage of cargo alternatively may, if the owners desire, have one or more additional loadlines assigned and marked to correspond with the subdivision drafts which the Administration may approve for the alternative service



conditions. The freeboard corresponding to each approved subdivision loadline, and the conditions of service for which it is approved, shall be clearly indicated on the Safety Certificate. Subdivision loadlines shall be marked and recorded in the manner provided in Regulation VII.

#### Article 6.

Peak and Machinery Space Bulkheads, Shaft Tunnels, &c.

All ships shall be fitted with watertight forward and after peak bulkheads and with watertight bulkheads at the extremities of the machinery space, and, in screw ships, with watertight shaft tunnels or equivalent subdivision in accordance with the provisions of Regulation VI.

#### Article 7.

Construction, Testing, &c.

Regulations VIII to XIII and XV to XXI. prescribe rules for—

- (a) the construction and testing of subdivision bulkheads, inner bottoms, watertight decks, trunks, ventilators, fire-resisting bulkheads &c.;

(b) the conditions governing openings in bulkheads, in the ship's sides and in the weather deck, and the character and use of means which shall be provided for closing these openings;

(c) the tests and the periodical inspections and operation of the means of closing openings in bulkheads and in the ship's side;

(d) exits from watertight compartments;

(e) pumping arrangements; and

(f) power for going astern and auxiliary steering apparatus.

#### Article 8.

##### Stability Test.

Every new passenger ship shall be inclined upon its completion and the elements of its stability determined. The operating personnel shall be supplied with such information on this subject as is necessary to permit efficient handling of the ship.

#### Article 9.

Entries in the Official Log Book.

A record of the closing and opening of watertight doors, &c., and of all inspections and drills, shall be entered in the official log book as required by Regulation XIV.

Article 10.

Initial and Subsequent Surveys of Ships.

The general principles which shall govern the survey of ships, whether new or existing, as regards hull, main and auxiliary boilers and machinery, and equipments, are stated in Regulation XXII. Each Contracting Government undertakes—

(1) to draw up detailed regulations in accordance with these general principles, or to bring its existing regulations into agreement with these principles;

(2) to secure that these regulations shall be enforced.

The detailed regulations referred to in the preceding paragraph shall be in all respects such as to secure that, from the point of view of safety of life, the ship is fit for the service for which it is intended.

## Chapter III. — Life-Saving Appliances, &c.

### Article 11.

#### Interpretation.

For the purposes of this Chapter—

(a) the expression "new ship" means a ship the keel of which is laid on or after the 1st July, 1931, all other ships being described as existing ships;

(b) the expression "short international voyage" means an international voyage in the course of which a ship is not more than 200 miles from the nearest land;

(c) the expression "buoyant apparatus" means buoyant deck seats, or buoyant deck chairs, or any other buoyant apparatus, excepting boats, life-buoys and life-jackets.

### Article 12.

#### Application.

1. This Chapter, except where it is otherwise expressly provided, applies to new passenger ships which are mechanically propelled and engaged on international voyages,

2. Special provisions are laid down in Articles 18, 14, 19 and 25 with regard to new passenger ships engaged on short international voyages.

3. Each Administration, if it considers that the route and the conditions of the voyage are such as to render the application of the full requirements of this Chapter unreasonable or unnecessary, may to that extent exempt from the requirements of this Chapter individual ships or classes of ships belonging to its country which, in the course of their voyage, do not go more than 20 miles from the nearest land.

4. In the case of existing passenger ships which are mechanically propelled and engaged on international voyages and which do not already comply with the provisions of this Chapter relating to new passenger ships, the arrangements on each ship shall be considered by the Administration of the country to which the

ship belongs; with a view to securing, so far as this is practicable and reasonable, compliance with the general principles set out in Article 13 not later than the 1st July, 1931, and substantial compliance with the other requirements of this Chapter.

5. In the case of passenger ships which are mechanically propelled and engaged on international voyages and which are employed in the carriage of large numbers of unberthed passengers in special trades, such, for example, as the pilgrim trade, an Administration, if satisfied that it is impracticable to enforce compliance with the requirements of this Chapter, may exempt such ships, when they belong to its country, from those requirements on the following conditions:—

(a) That the fullest provision which the circumstances of the trade will permit shall be made in the matter of life-boats and other life-saving appliances and fire protection,

(b) That all such boats and apparatus shall be readily available within the meaning of Article 13,

(c) That a life-jacket shall be provided for every person on board;

(d) That steps shall be taken to formulate general rules which shall be applicable to the particular circumstances of these trades. Such rules shall be formulated in concert with such other Contracting Governments, if any, as may be directly interested in the carriage of such passengers.

#### Article 13.

#### Lifeboats and Buoyant Apparatus.

The general principles governing the provision of lifeboats and buoyant apparatus in a ship to which this Chapter applies are that they shall be rapidly available in case of emergency and shall be adequate.

1. To be readily available, the lifeboats and buoyant apparatus must comply with the following conditions:—

(a) They must be capable of being got into the water safely and rapidly even under unfavourable conditions of list and trim.

(b) It must be possible to embark the passengers in the boats rapidly and in good order.

(c) The arrangement of each boat and article of buoyant apparatus must be such that it will not interfere with the operation of other boats and buoyant apparatus.

3. To be adequate, the provision of lifeboats and buoyant apparatus must satisfy the following conditions:—

(a) Subject to the provisions of sub-paragraph (b) of this paragraph there must be accommodation in boats for all persons on board, and there must, in addition, be buoyant apparatus for 25 per cent. of the persons on board.

(b) In the case of passenger ships engaged on short international voyages, the boats must be provided in accordance with the requirements set out in the table in Regulation XXXIX, and there must be, in addition, buoyant apparatus so that the boats and buoyant apparatus together provide accommodation for all on board as set out in Regulation XXXVIII. There must, in addition, be buoyant apparatus for 10 per cent. of the persons on board.

(c) No more boats shall be required on any passenger ship than are suffi-



otent to accommodate all persons on board.

Article 14.

Ready Availability and Adequacy.

The arrangements for securing the principles of ready availability and adequacy mentioned in Article 13 shall be in accordance with the provisions of Regulations XXXVII, XXXVIII and XXXIX.

Article 15.

Standard types of Boats, Life Rafts, Buoyant Apparatus.

All the lifeboats, life rafts and buoyant apparatus shall comply with the conditions fixed by this Convention and Regulations XXIV to XXIX.

Article 16.

Construction of Boats,

All boats must be properly constructed, and shall be of such form and proportion that they shall have ample stability in a seaway, and sufficient freeboard when loaded with their full complement of persons and equipment.

Each boat must be of sufficient strength to enable it to be safely lowered into the water when loaded with its full complement of persons and equipment.

Article 17.

Embarkation of the Passengers in the Boats.

Suitable arrangements shall be made for embarking the passengers in the boats at an embarkation deck. There shall also be a suitable ladder provided at each set of davits.

Article 18.

Capacity of Boats and Life Rafts.

The number of persons that a boat of one of the standard types or an approved life raft or buoyant apparatus can accommodate and the conditions of approval of life rafts and buoyant apparatus shall be ascertained in accordance with the provisions of Regulations XXX to XXXV inclusive.

Article 19.

Equipment of Boats and Life Rafts.

Regulation XXXVI prescribes the equipment for boats and life rafts.

Article 20.

Life-jackets and life-buoys.

1. Every ship to which this Chapter applies shall carry for every person on board a life-jacket of a type approved by the Administration, and in addition, unless these life-jackets can be adapted for use by children, a sufficient number of life-jackets suitable for children.
2. Every such ship shall also carry life-buoys of a type approved as aforesaid to the number required by Regulation XL.
3. A life-jacket or life-buoy shall not be approved by an Administration unless it satisfies the requirements of Regulation XL applicable to life-jackets and life-buoys respectively.
4. In this Article the expression "life-jackets" includes any appliance capable of being fitted on the body, having the same buoyancy as a life-jacket.

Article 21.

Means of Ingress and Egress, Emergency Lighting.

1. Proper arrangements shall be made for ingress to and egress from the different compartments, decks, &c.
2. Provision shall be made for an electric or other system of lighting, sufficient for all requirements of safety, in the different parts of the ship, and particularly upon the decks on which the lifeboats are stowed. On ships in which the boat deck is more than 9.15 metres (30 feet) above the waterline at the highest seagoing draught, provision shall be made for the illumination from the ship of the lifeboats when alongside and in process of or immediately after being launched. There must be a self-contained source capable of supplying, when necessary, this safety lighting system, and placed in the upper parts of the ship above the bulk-head deck.
3. The exit from every main compartment occupied by passengers or crew shall be continuously lighted by an emergency lamp. The power for these emergency lamps shall be so arranged that they will be supplied from the independent instal-

action referred to in the preceding paragraph in the event of failure of the main generating plant.

Article 22,

Certificated Lifeboatmen, Manning of the Boats.

1. In every ship to which this Chapter applies there must be, for any boat or life raft carried in order to comply with this Chapter, such number of certificated lifeboatmen as is required by Regulation XLI for that boat.
2. The allocation of the certificated lifeboatmen to each boat and life raft remains within the discretion of the master, according to the circumstances.
3. By "certificated lifeboatman" is meant any member of the crew who holds a certificate of efficiency issued under the authority of the Administration in accordance with the conditions laid down in the afore-mentioned Regulation.
4. The manning of the boats shall be as prescribed in Regulation XLII.

Article 23.

Lone-Throwing Appliances.

Every ship to which this Chapter applies shall carry a line-throwing appliance of a type approved by the Administration.

Article 24.

Dangerous Goods, Fire Protection.

1. The carriage, either as cargo or ballast, of goods which by reason of their nature, quantity, or mode of stowage, are, either singly, or collectively, liable to endanger the lives of the passengers or the safety of the ship, is forbidden.

This provision does not apply to the ship's distress signals, nor to the carriage of naval or military stores for the public service of the State under conditions authorised by the Administration.

Each Administration shall, from time to time by official notice, determine what goods are to be considered dangerous goods, and shall indicate the precautions which must be taken in the packing and stowage thereof.

2. The arrangements to be made for the detection and extinction of fire shall be as prescribed in Regulation XIII.

Article 25,

Muster Roll and Drills.

Special duties for the event of an emergency shall be allotted to each member of the crew.

The muster list shall show all these special duties and shall indicate, in particular, the station to which each man must go, and the duties that he has to perform.

Before the vessel sails, the muster list shall be drawn up and exhibited, and the proper authority shall be satisfied that the muster list has been prepared for the ship. It shall be posted in several parts of the ship, and in particular in that crew's quarters.

Regulations XLIV and XLV prescribe the conditions under which musters of the crew and drills shall take place.

## Chapter IV.—Radiotelegraphy.

### Article 26.

#### Application and Definition.

1. This Chapter applies to all ships engaged on international voyages except cargo ships of less than 1,600 tons gross tonnage.
2. For the purposes of this Chapter a cargo ship means any ship not being a passenger ship.

### Article 27.

#### Fitting of Radio Installation.

1. All ships to which this Chapter applies shall, unless exempted under Article 28, be fitted with a radiotelegraph installation complying with the provisions of Article 31, as follows:—

- (a) All passenger ships, irrespective of size.
- (b) All cargo ships of 1,600 tons gross tonnage and upwards.



2. Each Administration may delay the application of the provisions of paragraph 1 (b) to cargo ships belonging to its country of less than 2,000 tons gross tonnage for a period not exceeding five years from the date of the coming into force of the present Convention,

Article 28.

Exemptions from the Requirements of Article 27.

1. Each Administration may, if it considers that the route and the conditions of the voyage are such as to render a radiotelegraph installation unreasonable or unnecessary, exempt ships belonging to its country from the requirements of Article 27 as follows:—

1.—Passenger ships.

(a) Individual passenger ships or classes of passenger ships which, in the course of their voyage, do not go more than —

(i) 20 miles from the nearest land;

or

(ii) 800 miles in the open sea between two consecutive ports.

(b) Passenger ships which make voyages entirely within the restricted areas specified in the Annex to this Article.

## II.—Cargo Ships.

Individual cargo ships or classes of cargo ships which, in the course of their voyage, do not go more than 150 miles from the nearest land.

2. Each Administration may, in addition, exempt ships belonging to its country of the following classes:—

### I.—Barges in tow and existing sailing ships

An existing sailing ship is one the keel of which is laid before the 1st July, 1931.

II.—Ships of primitive build, such as dhows, junks, &c. if it is practically impossible to fit them with a radiotelegraph installation.

III.—Ships which are not normally engaged on international voyages, but which in exceptional circumstances are required to undertake a single voyage

of that kind

Annex to Article 28.

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1. The Baltic Sea and approaches thereto East of a line drawn from Utsire (Norway) in the North to Texel (Netherlands) in the South, outside the territorial jurisdiction of the Union of Socialist Soviet Republics.
2. The portions of the Gulf of Tartary and the Sea of Okhotsk covered in voyages between ports in Hokkaido and ports in Japanese Sakhalin.
3. The Chosen (Tyosen) Strait between a line in the North drawn from Kawajiri Misaki (Cape Natsumun) to Fusan, and a line in the South drawn from Nagasaki to Giffard Island (off the South-West point of Quelpart Island) and thence to Tin To (Amherst Island).
4. The Yellow Sea North of Parallel 37° North.
5. The Formosa Strait between a line in the North drawn from Fuki Kaku (Syauki Point) to Foochow and a line in the South drawn from South Cape (the South point of Formosa) to Hong Kong.

6. The area within the following limits:—

Parallel 10° N, from long. 94° E, the coast of Asia, coast of Asia to Saigon (Cape Tiwan), straight lines between Cape Tiwan, lat. 4° 30' No. long. 110° E., south point of Palawan Island, Palmas (Miangas) Island, lat. 0° long. 140° E., lat. 0° long. 148° E., lat. 10° S, long 148° E, Cape York, north coast of Australia from Cape York to Porto Darwin (Cape Charles), straight lines between Cape Charles, Ashmore Reef (East Island), lat. 10° S. long. 109° E., Christmas Island, lat. 2, N. long. 94° E., lat. 10° N. long. 94° E, outside the territorial jurisdiction on Australia and of the United States of America.

7. The Caribbean Sea, outside the territorial jurisdiction of the United States of America, in relation to voyages made by sailing ships only.

8. The area of the South Pacific Ocean bounded by the Equator, Meridian 130° W., Parallel 34° S., and coast of Australia, outside the territorial jurisdiction of Australia.

9. The Tong King Gulf and portions of the China Sea lying to the West of a

line drawn from Hong Kong to Lat. 17° No. Long. 110° E, thence due South to Latitude 10° N., and thence West to Saigon.

10. The portions of the Indian Ocean covered in voyages between ports in Madagascar, Reunion and the Mauritius Islands.

11. The portions of the North Atlantic Ocean and Mediterranean Sea covered in voyages between Casablanca (Morocco) and Oran (Algeria) and intermediate ports.

#### Article 20.

Watches.

#### f. Passenger Ships.

Each passenger ship which, in accordance with Article 27, is required to be fitted with a radiotelegraph installation, shall, for safety purposes, carry a qualified operator, and, if not fitted with an auto-alarm, shall, whilst at sea, keep watches by means of a qualified operator or a certified watcher, as under:—

(a) All passenger ships under 3,000 tons gross tonnage, as determined by

the Administration concerned;

(b) All passenger ships of 3,000 tons gross tonnage and over, continuous watch,

Each Administration is authorised to exempt passenger ships belonging to its country from 3,000 tons to 5,500 tons gross tonnage, both included from the requirement of a continuous watch for a period not exceeding one year from the date of the coming into force of the present Convention, provided that during the period of such exemption they shall maintain a watch of at least 8 hours per day.

## 2. Cargo Ships.

Each cargo ship which, in accordance with Article 27, is required to be fitted with a radiotelegraph installation, shall, for safety purposes, carry a qualified operator, and, if not fitted with an auto-alarm, shall, whilst at sea, keep watches by means of a qualified operator or a certified watcher, as under:—

(a) All cargo ships under 3,000 tons gross tonnage, as determined by the Administration concerned;

(b) Cargo ships from 3,000 to 5,500 tons gross tonnage, both included, at least 8 hours' watch per day;

(c) Cargo ships over 5,500 tons gross tonnage, continuous watch.

Each Administration is authorised to exempt ships belonging to its country included in (c) above from the requirement of a continuous watch for a period not exceeding one year from the date of the coming into force of the present Convention, provided that during the period of such exemption they shall maintain a watch of at least 8 hours per day.

Each Administration is also authorised to exempt ships belonging to its country from 5,500 tons to 8,000 tons gross tonnage from the requirement of a continuous watch for a further period of one year, provided that during this further period of exemption they shall maintain a watch of at least 16 hours per day.

3. On all ships fitted with an auto-alarm this auto-alarm shall, whilst the ship is at sea, always be in operation when the operator or watcher is not on watch.

On ships for which the hours of watch are to be determined by the Administration

concerned, such watch should be maintained preferably at hours prescribed set for radiotelegraph service by the International Radiotelegraph Convention in force.

On ships which are required to keep 8 hours' or 16 hours' watch per day, such watch shall be maintained at the hours prescribed for radiotelegraph service by the International Radiotelegraph Convention in force.

4. By auto-alarm is meant an automatic alarm receiver which complies with the requirements of Article 19, § 21, of the General Regulations annexed to the International Radiotelegraph Convention, 1927.

5. By qualified operator is meant a person holding a certificate complying with the provisions of the General Regulations annexed to the International Radiotelegraph Convention in force.

6. By certified watcher is meant any person holding a watcher's certificate issued under the authority of the Administration.

Article 30.

Watchers.



1. A watcher's certificate shall not be granted by a Contracting Government unless the applicant proves that he is capable—

(a) of receiving and understanding the alarm, distress, safety and urgency signals when these signals occur among a series of other signals;

(b) of correct reception by ear of code groups (mixed letters, figures and punctuation marks) at a speed of sixteen groups per minute, each group being composed of five characters and each figure or punctuation mark counting as two characters;

(c) of regulating the receivers used in the ship's radiotelegraph installation.

2. The Contracting Governments undertake to take steps to ensure that certified watchers observe the secrecy of correspondence.

#### Article 31.

#### Technical Requirements.

The radiotelegraph installations required by Article 27 above and the direction-finding apparatus required by Article 47 shall comply with the following require-

ments:—

1. The ship's station must be placed in accordance with the detailed Regulations of the Government of the country to which the ship belongs, in the upper part of the ship in a position of the greatest possible safety, as high as practicable above the deepest load water line.

2. There shall be provided, between the bridge of the ship and the wireless telegraph room, means of communication either by voice pipe or by telephone or in some other manner equally efficient.

3. A reliable clock with a seconds hand must be provided in the wireless telegraph room.

4. A reliable emergency light must be provided in the wireless telegraph room.

5. The installation shall comprise a main installation and an emergency (reserve) installation. If, however, the main installation complies with all the requirements of an emergency (reserve) installation the latter is not then obligatory.

9. The main and emergency (reserve) installations must be capable of transmitting and receiving on the frequencies (wave lengths) and types of waves assigned by the International Radiotelegraph Convention to ships compulsorily fitted with radio-telegraph installations in accordance with the present Convention,

7. The main and emergency (reserve) transmitters shall have a note frequency of at least 100.

8. The main transmitter shall have a normal range of 100 nautical miles, that is to say, it must be capable of transmitting clearly perceptible signals from ship to ship over a range of at least 100 nautical miles by day under normal conditions and circumstances, the receiver being assumed to be one employing a rectifier of the crystal type without amplification.\* (See page 569)

9. Sufficient power must be available in a ship station at all times to operate the main radiotelegraph installation efficiently under normal conditions over the above range.

10. All parts of the emergency (reserve) installation shall be placed in the

upper part of the ship in a position of the greatest possible safety, as high above the deepest load water line as practicable. The emergency (reserve) installation must be provided with a source of energy independent of the propelling power of the ship and of the main electricity system and must be capable of being put into operation rapidly and of working for at least six continuous hours.

For the emergency (reserve) installation, the normal range as defined in paragraph 8 above must be at least 80 nautical miles for ships required to maintain a continuous watch and at least 50 nautical miles for all other ships.\* (See page 569)

11. The receiving installation must permit of the reception of such of the waves used for the transmission of time signals and meteorological messages as may be considered necessary by the Administration.

12. The receiver must be so arranged as to be capable of maintaining reception by means of a rectifier of the crystal type.

13. In ships in which watch is kept by means of an automatic alarm receiver a means of giving audible warning shall be provided in the wireless telegraph

room, in the wireless operator's cabin and on the bridge, which shall operate continuously after the receiver has been operated by the alarm signal or distress call, until stopped. Only one switch for stopping the warning shall be provided and this shall be situated in the wireless telegraph room.

14. In such ships the wireless operator, when going off watch, shall connect the automatic alarm receiver to the aerial and test its efficiency. He shall report to the master or the officer on watch on the bridge whether it is in working order.

15. Whilst the ship is at sea the emergency source of power shall be maintained at its full efficiency and the automatic alarm receiver shall be tested at least once every 24 hours. A statement that both these requirements have been fulfilled must be inserted in the ship's official log daily.

16. A wireless log shall be carried by every ship compulsorily equipped with wireless transmitting apparatus. This document shall be kept in the wireless telegraph room, and in it shall be inserted the names of the operators and watchers as well

as all incidents and occurrences connected with the wireless service which may appear to be of importance to safety of life at sea, and in particular all distress messages and distress traffic in full.

17. The direction-finding apparatus required by Article 47 shall be efficient and capable of receiving clearly perceptible signals and of taking bearings from which the true bearing and direction may be determined. It shall be capable of receiving signals on the frequencies prescribed for distress, direction finding and wireless telegraph beacons by the International Radiotelegraph Convention in force.

Efficient communication shall be provided between the apparatus and the bridge.

(\*Unless a more precise and practical method is available to determine the range of transmitters it is recommended that, as a guide, the following relations between the range, in nautical miles (from ship to ship under normal conditions in daytime) and the power of the ship transmitter in metre amperes for 500 kilocycles per second (600 m.) be used:—

100 nautical miles	60 M A
80 nautical miles	45 M A
60 nautical miles	25 M A

M being the actual height in metres of the aerial from its highest point to the load line,

A being the current in amperes measured at the base of the aerial in case of B, or fully modulated A3, transmitters.)

#### Article 32.

#### Competence.

The matters governed by the International Radiotelegraph Convention, Washington, 1927, and the Regulations annexed thereto remain, and will continue, subject to the provisions:—

- (1) Of that Convention and of the Regulations annexed thereto, and of any Convention and Regulations which may in the future be substituted therefor;
- (2) Of the present Convention in regard to all the points in which it supple-

ments the aforementioned documents,

## Chapter V.—Safety of Navigation.

### Article 33.

#### Application.

The provisions of this Chapter referring to ships, unless otherwise expressly provided, apply to all ships on all voyages.

### Article 34.

#### Danger Messages.

The master of every ship which meets with dangerous ice, a dangerous derelict, a dangerous tropical storm or any other direct danger to navigation is bound to communicate the information, by all the means of communication at his disposal, to the ships in the vicinity, and also to the competent authorities at the first point of the coast with which he can communicate. It is desirable that the said information be sent in the manner set out in Regulation XLVI.



Each Administration will take all steps which it thinks necessary to ensure that when intelligence of any of the dangers specified in the previous paragraph is received, it will be promptly brought to the knowledge of those concerned and communicated to other Administrations interested.

The transmission of messages respecting the dangers specified is free of cost to the ships concerned.

Article 35.  
Meteorological Services.

The Contracting Governments undertake to encourage the collection of meteorological data by ships at sea, and to arrange for their examination, dissemination and exchange in the manner most suitable for the purpose of aiding navigation.

In particular, the Contracting Governments undertake to cooperate in carrying out as far as practicable the following meteorological arrangements:—

- (a) to warn ships of gales, storms and tropical storms, both by the issue of wireless messages and by the display of appropriate signals at coastal points;

(b) to issue daily, by radio, weather bulletins suitable for shipping, containing data of existing weather conditions and forecasts;

(c) to arrange for certain selected ships to take meteorological observations at specified hours, and to transmit such observations by wireless telegraphy for the benefit of other ships and of the various official meteorological services; and to provide coast stations for the reception of the messages transmitted;

(d) to encourage all ship-masters to inform surrounding ships whenever they experience wind force of 10 or above on the Beaufort scale (force 8 or above on the decimal scale).

The information provided for in paragraphs (a) and (b) of this article will be furnished in form for transmission in accordance with Article 31, S S 1, 3 and 5; and Article 19, S 25, of the General Regulations annexed to the International Radiotelegraph Convention, Washington, 1927, and during transmission "to all stations" of meteorological information, forecasts and warnings, all ship stations must conform

to the provisions of Article 31, § 2, of those General Regulations.

Weather observations from ships addressed to national meteorological service will be transmitted with the priority specified in Article 3, Additional Regulations, International Radiotelegraph Convention, Washington, 1927.

Forecasts, warnings, synoptic and other meteorological reports intended for ships shall be issued and disseminated by the national service in the best position to serve various zones and areas, in accordance with mutual arrangements made by the countries concerned.

Every endeavour will be made to obtain a uniform procedure in regard to the international meteorological services specified in this Article, and, as far as is practicable, to conform to the recommendations, made by the International Meteorological Organization, to which organization the Contracting Governments may refer for study and advise any meteorological questions which may arise in carrying out the present Convention.

Article 36,

Ice Patrol, Derelicts,

The Contracting Governments undertake to continue a service of ice patrol and a service for study and observation of ice conditions in the North Atlantic. Further, they undertake to take all practicable steps to ensure the destruction or removal of derelicts in the northern part of Atlantic Ocean east of the line drawn from Cape Sable to a point in latitude  $34^{\circ}$  N, longitude  $70^{\circ}$  W. if this destruction or removal is considered necessary at the time.

The Contracting Governments undertake to provide not more than three vessels for these three services. During the whole of the ice season they shall be employed in guarding the southeastern, southern and south-western limits of the regions of icebergs in the vicinity of the Great Bank of Newfoundland for the purpose of informing trans-Atlantic and other passing vessels of the extent of this dangerous region; for the observation and study of ice conditions in general; for the destruction or removal of derelicts; and for the purpose of affording assistance to vessels and crews requiring aid within the limits of operation of the patrol vessels.

During the rest of the year the study and observation of the conditions shall be maintained, as advisable, and one vessel shall always be available for the search for, and destruction or removal of derelicts.

Article 37.

Ice Patrol, Management and Cost.

The Government of the United States is invited to continue the management of these services of ice patrol, study and observation of ice conditions, and derelict destruction and removal. The Contracting Governments specially interested in these services, whose names are given below, undertake to contribute to the expense of maintaining and operating these services in the following proportions:—

	Belgium	Canada	Denmark	France	Per cent
Belgium	...	...	...	...	2
Canada	...	...	...	...	3
Denmark	...	...	...	...	2
France	...	...	...	...	6

Germany	...	...	...	...	...	...	...	...	...	10
Great Britain and Northern Ireland	...	...	...	...	...	...	...	...	...	40
Italy	...	...	...	...	...	...	...	...	...	6
Japan	...	...	...	...	...	...	...	...	...	1
Netherlands	...	...	...	...	...	...	...	...	...	5
Norway	...	...	...	...	...	...	...	...	...	3
Spain	...	...	...	...	...	...	...	...	...	1
Sweden	...	...	...	...	...	...	...	...	...	2
Union of Socialist Soviet Republics	...	...	...	...	...	...	...	...	...	1
United States of America	...	...	...	...	...	...	...	...	...	18

Each of the Contracting Governments has the right to discontinue its contribution to the expense of maintaining and operating these services after the 1st September, 1933. Nevertheless, the Contracting Government which avails itself of this right will continue responsible for the expense of working up to the 1st September following the date of giving notice of intention to discontinue its contri-

button, To take advantage of the said right it must give notice to the other Contracting Governments at least six months before the said 1st September; so that, to be free from this obligation on the 1st September, 1932, it must give notice on the 1st March, 1932, at the latest, and similarly for each subsequent year.

If, at any time, the United States Government should not desire to continue these services, or if one of the Contracting Governments should express a wish to relinquish responsibility for the pecuniary contribution defined above, or to have its percentage of obligation altered, the Contracting Governments shall settle the question in accordance with their mutual interests.

The Contracting Governments which contribute to the cost of the three above-mentioned services shall have the right by common consent to make from time to time such alterations in the provisions of this Article and of Article 36 as appear desirable,

#### Article 38.

Speed near Ice.

When too is reported on, or near, his course, the master of every ship at night is bound to proceed at a moderate speed or to alter his course so as to go well clear of the danger zone.

Article 39.

North Atlantic Routes.

The practice of following recognised routes across the North Atlantic in both directions has contributed to safety of life at sea, but the working of these routes should be further investigated and studied with a view to the introduction of such variations as experience may show to be necessary.

The selection of the routes and the initiation of action with regard to them is left to the responsibility of the steamship companies concerned. The Contracting Governments will assist the companies, when requested to do so, by placing at their disposal any information bearing on the routes which may be in the possession of the Governments.

The Contracting Governments undertake to impose on the companies the obligation



to give public notice of the regular routes which they propose their vessels should follow, and of any changes made in these routes; they will also use their influence to induce the owners of all vessels crossing the Atlantic to follow, so far as circumstances will permit, the recognised routes, and to induce the owners of all vessels crossing the Atlantic bound to or from ports of the United States via the vicinity of the Great Bank of Newfoundland to avoid, as far as practicable, the fishing banks of Newfoundland north of latitude 43° N. during the fishing season, and to pass outside regions known or believed to be endangered by ice.

The Administration managing the ice patrol service is requested to report to the Administration concerned any ship which is observed not to be on any regular, recognised, or advertised route, or which crosses the above-mentioned fishing banks during the fishing season, or which, when proceeding to or from ports of the United States, passes through regions known or believed to be endangered by ice

Article 40.

Collision Regulations.

The Contracting Governments agree that the alterations in the International Regulations for Preventing Collisions at Sea shown in Annex II are desirable and ought to be made. The Government of the United Kingdom of Great Britain and Northern Ireland is requested to forward full particulars of the alterations to the other Governments who have accepted the International Regulations for Preventing Collisions at Sea, and ascertain whether they will adopt these alterations; to report the results to the Governments represented at this Conference, and to endeavour to arrange that the revised regulations shall come in force on the 1st July, 1931

#### Article 41.

#### Helms Orders

The Contracting Governments agree that after midnight on the 30th June, 1931, helm or steering orders, i.e., orders to the steersman, shall on all their ships be given in the direct sense, e.g., when the ship is going ahead an order containing the word "starboard" or "right" or any equivalent of "starboard" or "right" shall only be used when it is intended, on ships as at present generally constructed and

arranged, that the wheel, the rudder-blade and the head of the ship, shall all move to the right.

Article 42.

Misuse of Distress Signals.

The use of an international distress signal, except for the purpose of indicating that a vessel is in distress, and the use of any signal which may be confused with an international distress signal, are prohibited on every ship.

Article 43.

Alarm, Distress and Urgency Signals.

The alarm signal and the distress signal may only be used by ships in serious and imminent danger which require immediate assistance. In all other cases in which assistance is required, or in which a vessel desires to issue a warning that it may become necessary to send out the alarm signal or the distress signal at a later stage, use must be made of the urgency signal (XXX) established by the International Radiotelegraph Convention, Washington, 1927.

If a ship has sent out the alarm or distress signal and subsequently finds that assistance is no longer required such ship shall immediately notify all stations concerned as provided for by the Radiotelegraph Convention in force.

#### Article 44.

##### Speed of Distress Messages.

The speed of transmission of messages in connection with cases of distress, urgency or safety, shall not exceed 16 words per minute.

#### Article 45.

##### Distress Messages, Procedure.

1. The master of a ship on receiving on his ship a wireless distress signal from any other ship, is bound to proceed with all speed to the assistance of the persons in distress, unless he is unable, or in the special circumstances of the case, considers it unreasonable or unnecessary to do so, or unless he is released under the provisions of paragraphs 3 and 4 of this Article.

2. The master of a ship in distress, after consultation, so far as may be possible,

with the masters of the ships which answer his call for assistance, has the right to requisition such one or more of those ships as he considers best able to render assistance, and it shall be the duty of the master or masters of the ship or ships requisitioned to comply with the requisition by continuing to proceed with all speed to the assistance of the persons in distress.

3. A master shall be released from the obligation imposed by paragraph 1 of this Article as soon as he is informed by the master of the ship requisitioned, or, where more ships than one are requisitioned, all the masters of the ships requisitioned, that he or they are complying with the requisition.

4. A master shall be released from the obligation imposed by paragraph 1 of this Article, and, if his ship has been requisitioned, from the obligation imposed by paragraph 2 of this Article, if he is informed by a ship which has reached the persons in distress, that assistance is no longer necessary.

5. If a master of a ship, on receiving a wireless distress call from another ship, is unable, or in the special circumstances of the case considers it unreasonable or

unnecessary to go to the assistance of that other ship, he must immediately inform the master of that other ship accordingly, and enter in his log-book his reasons for failing to proceed to the assistance of the persons in distress.

6. The provisions of this Article do not prejudice the International Convention for the unification of certain rules with respect to Assistance and Salvage at Sea, signed at Brussels on the 23rd September, 1910, particularly the obligation to render assistance imposed by Article 11 of that Convention.

#### Article 46.

##### Signalling Lamp.

All ships of over 150 tons gross tonnage, when engaged on international voyages, shall have on board an efficient signalling lamp.

#### Article 47.

##### Direction-Finding Apparatus.

Every passenger ship of 5,000 tons gross tonnage and upwards shall, within two years from the date on which the present Convention comes in force, be provided

with an approved direction-finding apparatus (radio compass), complying with the provisions of Article 31 (17) of the present Convention,

Article 48.

Manning.

The Contracting Governments undertake, each for its national ships, to maintain, or, if it is necessary, to adopt, measures for the purpose of ensuring that, from the point of view of safety of life at sea, all ships shall be sufficiently and efficiently manned.

CHAPTER VI.—CERTIFICATES.

Article 49.

Issue of Certificates.

A certificate, called a Safety Certificate shall be issued, after inspection and survey, to every passenger ship which complies in an efficient manner with the requirements of Chapters II, III and IV of the Convention.

A certificate called a Safety Radiotelegraphy Certificate shall be issued after

inspection to every ship other than a passenger ship which complies in an efficient manner with the requirements of Chapter IV of the present Convention.

A certificate called an Exemption Certificate shall be issued to every ship to which exemption is granted by a Contracting Government under, and in accordance with, the provisions of Chapters II, III and IV of the present Convention.

The inspection and survey of ships, so far as regards the enforcement of the provisions of the present Convention and the annexed Regulations applicable to such ships, and the granting of exemptions therefrom, shall be carried out by officers of the country in which the ship is registered, provided that the Government of each country may entrust the inspection and survey of its ships either to Surveyors nominated for this purpose or to organizations recognised by it. In every case the Government concerned fully guarantees the completeness and efficiency of the inspection and survey.

A Safety Certificate, Safety Radiotelegraphy Certificate, and Exemption Certificate shall be issued either by the Government of the country in which the ship is



registered or by any person or organisation duly authorised by that Government. In every case that Government assumes full responsibility for the certificate.

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Article 50,

Issue of Certificate by Another Government.

A Contracting Government may, at the request of Government of a country in which a ship coming under the present Convention is registered, cause that ship to be surveyed, and, if satisfied that the requirements of the present Convention are complied with, issue a Safety Certificate or Safety Radiotelegraphy Certificate to such ship, under its own responsibility. Any certificate so issued must contain a statement to the effect that it has been issued at the request of the Government of the country in which the ship is registered, and it shall have the same force and receive the same recognition as certificate issued under Article 49 of the present Convention.

Article 51.

Form of Certificates.

All certificates shall be drawn up in the official language or languages of the country by which they are issued.

The form of the certificates shall be that of the models given in Regulation XI.VII. The arrangement of the printed part of the standard certificates shall be exactly reproduced in the certificates issued, or in certified copies thereof, and the particulars inserted by hand shall in the certificates issued, or in certified copies thereof, be inserted in Roman characters and Arabic figures.

The Contracting Governments undertake to communicate one to another a sufficient number of specimens of their certificates for the information of their officers. This exchange shall be made, so far as possible, before the 1st January, 1939.

#### Article 52.

##### Duration of Certificates.

Certificates shall not be issued for a period of more than twelve months.

If a ship at the time when its certificate expires is not in a port of the country in which is registered the certificate may be extended by a duly authorised officer

~~the~~ country to which the ship belongs; but such extension shall be granted only for the purpose of allowing the ship to complete its return voyage to its own country; and then only in cases in which it appears proper and reasonable so to do.

No certificate shall be extended for a longer period than five months, and a ship to which such extension is granted shall not, on returning to its own country, be entitled by virtue of such extension to leave the country again without having obtained a new certificate.

Article 53,

Acceptance of Certificates,

Certificates issued under the authority of a Contracting Government shall be accepted by the other Contracting Governments for all purposes covered by the present Convention. They shall be regarded by the other Contracting Governments as having the same force as the certificates issued by them to their own ships.

Article 54,

Control

Every ship holding a certificate issued under Article 49 or Article 50 is subject, in the ports of the other Contracting Governments to control by officers duly authorised by such Governments in so far as this control is directed towards verifying that there is on board a valid certificate, and if necessary, that the conditions of the vessel's seaworthiness correspond substantially with the particulars of that certificate, that is to say, so that the ship can proceed to sea without danger to the passengers and the crew.

In the event of this control giving rise to intervention of any kind, the officer carrying out the control shall forthwith inform the Consul of the country in which the ship is registered of all the circumstances in which intervention is deemed to be necessary.

#### Article 55.

#### Privileges.

The privileges of the present Convention may not be claimed in favour of any ship unless it holds a proper valid certificate.

## Article 56.

### Qualification of Certificate.

If in the course of a particular voyage the ship has on board a number of crew and passengers less than the maximum number which the ship is licensed to carry, and is in consequence, in accordance with the provisions of the present Convention, free to carry a smaller number of life-boats and other life-saving appliances than that stated in the certificate, a memorandum may be issued by the officers or other authorised persons referred to in Articles 49 and 53 above.

This memorandum shall state that in the circumstances there is no infringement of the provisions of the present Convention. It shall be annexed to the certificate and shall be substituted for it in so far as the life-saving appliances are concerned. It shall be valid only for the particular voyage in regard to which it is issued.

## CHAPTER VII.—GENERAL PROVISIONS.

### Article 57.

#### Equivalents.

Where in the present Convention it is provided that a particular fitting, appliance or apparatus, or type thereof, shall be fitted or carried in a ship, or that any particular arrangement shall be adopted, any Administration may accept in substitution therefor any other fitting, appliance or apparatus, or type thereof, or any other arrangement, provided that such Administration shall have been satisfied by suitable trials that the fitting, appliance or apparatus, or type thereof, or the arrangement substituted is at least as effective as that specified in the present Convention.

Any Administration which so accepts a new fitting, appliance or apparatus, or type thereof, or new arrangement, shall communicate the fact to the other Administrations, and, upon request, the particulars thereof, together with a report on the trials made.

#### Article 58.

#### Laws, Regulations, Reports.

The Contracting Governments undertake to communicate to each other—

(1) the text of laws, decrees and regulations which shall have been promulgated on the various matters within the scope of the present Convention;

(2) all available official reports or official summaries of reports in so far as they show the results of the provisions of the present Convention, provided always that such reports or summaries are not of a confidential nature.

The Government of the United Kingdom of Great Britain and Northern Ireland is invited to serve as an intermediary for collecting all this information and for bringing it to the knowledge of the other Contracting Governments.

Article 59.

Measures taken after Agreement.

Where the present Convention provides that a measure may be taken after agreement between all or some of the Contracting Governments, the Government of the United Kingdom of Great Britain and Northern Ireland is invited to approach

the other Contracting Governments with a view to ascertaining whether they accept such proposals as may be made by any Contracting Government for effecting such a measure, and to inform the other Contracting Governments of the results of the enquiries thus made.

#### Article 60.

#### Prior Treaties and Conventions.

1. The present Convention replaces and abrogates the Convention for the Safety of Life at Sea, which was signed at London on the 20th January, 1914.
2. All other treaties, conventions and arrangements relating to safety of life at sea, or matters appertaining thereto, at present in force between Governments parties to the present Convention, shall continue to have full and complete effect during the terms thereof as regards—

(a) ships to which the present Convention does not apply;

(b) ships to which the present Convention applies, in respect of subjects for which it has not expressly provided.



To the extent, however, that such treaties, conventions or arrangements conflict with the provisions of the present Convention, the provisions of the present Convention shall prevail.

3. All subjects which are not expressly provided for in the present Convention remain subject to the legislation of the Contracting Governments.

#### Article 31.

##### Modifications, Future Conferences.

1. Modifications of the present Convention which may be deemed useful or necessary improvements may be at any time proposed by any Contracting Government to the Government of the United Kingdom of Great Britain and Northern Ireland, and such proposals shall be communicated by the latter to all the other Contracting Governments, and if any such modifications are accepted by all the Contracting Governments (including Governments which have deposited ratifications or accessions which have not yet become effective) the present Convention shall be modified accordingly.

2. Conferences for the purpose of revising the present Convention shall be held at such times and places as may be agreed upon by the Contracting Governments.

A Conference for this purpose shall be convoked by the Government of the United Kingdom of Great Britain and Northern Ireland whenever, after the present Convention has been in force for five years, one-third of the Contracting Governments express a desire to that effect.

#### CHAPTER VIII.—FINAL PROVISIONS.

##### Article 62.

##### Application to Colonies, &c.

1. A Contracting Government may, at the time of signature, ratification, accession or thereafter, by a declaration in writing addressed to the Government of the United Kingdom of Great Britain and Northern Ireland, declare its desire that the present Convention shall apply to all or any of its colonies, overseas territories, protectorates or territories under suzerainty or mandate, and the present Convention shall apply to all the territories named in such declaration, two months

after the date of the receipt thereof, but failing such declaration, the present Convention will not apply to any such territories.

2. A Contracting Government may at any time by a notification in writing addressed to the Government of the United Kingdom of Great Britain and Northern Ireland express its desire that the present Convention shall cease to apply to all or any of its colonies, overseas territories, protectorates or territories under suzerainty or mandate to which the present Convention shall have, under the provisions of the preceding paragraph, been applicable for a period of not less than five years, and in such case the present Convention shall cease to apply one year after the date of the receipt of such notification by the Government of the United Kingdom of Great Britain and Northern Ireland to all territories mentioned therein.

3. The Government of the United Kingdom of Great Britain and Northern Ireland shall inform all the other Contracting Governments of the application of the present Convention to any colony, overseas territory, protectorate or territory under suzerainty or mandate under the provisions of paragraph 1 of this Article,

and of the cessation of any such application under the provisions of paragraph 2, stating in each case the date from which the present Convention become or will cease to be applicable.

Article 63.

Authentic Texts, Ratification.

The present Convention of which both the English and French texts shall be authentic shall bear this day's date.

The present Convention shall be ratified.

The instruments of ratification shall be deposited in the archives of the Government of the United Kingdom of Great Britain and Northern Ireland which will notify all the other signatory or acceding Governments of all ratifications deposited and the date of their deposit.

Article 64.

Accession.

A Government (other than the Government of a territory to which Article 62

applies) on behalf of which the present Convention has not been signed shall be allowed to accede thereto at any time after the Convention has come into force. Accessions may be effected by means of notifications in writing addressed to the Government of the United Kingdom of Great Britain and Northern Ireland, and shall take effect three months after their receipt.

The Government of the United Kingdom of Great Britain and Northern Ireland shall inform all signatory and acceding Governments of all accessions received and of the date of their receipt.

A Government which intends to accede to the present Convention but desires to add an area to those specified in the Annex to Article 28 shall, before notifying its accession, inform the Government of the United Kingdom of Great Britain and Northern Ireland of its desire for communication to all the other Contracting Governments. If all the Contracting Governments signify their assent thereto, the area shall be added to those mentioned in the aforesaid Annex when such Government notifies its accession,

Article 65.

Date of coming in Force.

The Present Convention shall come into force on the 1st July, 1931, as between the Governments which have deposited their ratifications by that date, and provided that at least five ratifications have been deposited with the Government of the United Kingdom of Great Britain and Northern Ireland. Should five ratifications not have been deposited on that date, the present Convention shall come into force three months after the date on which the fifth ratification is deposited. Ratifications deposited after the date on which the present Convention has come into force shall take effect three months after the date of their deposit.

Article 66.

Denunciation.

The present Convention may be denounced on behalf of any Contracting Government at any time after the expiration of five years from the date on which the Convention comes into force in so far as that Government is concerned. Denuncia-

tion shall be effected by a notification in writing addressed to the Government of the United Kingdom of Great Britain and Northern Ireland, which will notify all the other Contracting Governments of all denunciations received and of the date of their receipt.

A denunciation shall take effect twelve months after the date on which notification thereof is received by the Government of the United Kingdom of Great Britain and Northern Ireland.

In faith whereof, the Plenipotentiaries have signed hereafter.

Done at London this thirty-first day of May, 1929, in a single copy, which shall remain deposited in the archives of the Government of the United Kingdom of Great Britain and Northern Ireland, which shall transmit certified true copies thereof to all signatory Governments.

STHAMER,

GUSTAV KOENIGS,

ARTHUR WERNER.

WALTER LAAS.

OTTO RIESS.

HERMANN GIESS.

HUGO DOMINIK.

HENRY JAMES FEAKES.

THOMAS EREB.

A. de GERLACHE de GOMERY.

G. de WINNE.

A. JOHNSTON.

LUIGIEN PAQUUD.

EMIL KROGH.

V. LORCK.



JAVIER de SALAS,

JOHN WHELAN DULANTY,

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## ANNEX I.

### REGULATIONS.

#### CONSTRUCTION.

##### Regulation 1.

##### Definitions.

(1) The "subdivision loadline" is the waterline used in determining the subdivision of the ship.

The "deepest subdivision loadline" is that which corresponds to the greatest draught.

(2) The "length of the ship" is the length measured between perpendiculars taken at the extremities of the deepest subdivision loadline.

(3) The "breadth of the ship" is the extreme width from outside of frame to outside of frame at or below the deepest subdivision loadline.

(4) The "bulkhhead deck" is the uppermost deck up to which the transverse

watertight bulkheads are carried.

(5) The "margin line" is a line drawn parallel to the bulkhead deck at side and 3 inches (76 millimetres) below the upper surface of that deck at side.

(6) The "draft" is the vertical distance from the top of keel amidships to the subdivision loadline in question.

(7) The "permeability" of a space is the percentage that space which can be occupied by water.

The volume of a space which extends above the margin line shall be measured only to the height of that line.

(8) The "machinery space" is to be taken as extending from the top of keel to the margin line and between the extreme main transverse watertight bulkheads bounding the spaces devoted to the main and auxiliary propelling machinery, boilers when installed, and all permanent coal bunkers.

(9) "Passenger spaces" are those which are provided for the accommodation and use of passengers, excluding baggage, store, provision and mail rooms

For the purposes of Regulations III and IV, spaces provided below the margin line for the accommodation and use of the crew shall be regarded as passenger spaces.

(10) In all cases "volumes" shall be calculated to moulded lines.

#### Regulation II.

##### Floodable Length.

(1) The floodable length at any point of the length of a ship shall be determined by a method of calculation which takes into consideration the form, draught and other characteristics of the ship in question.

(2) In a ship with a continuous bulkhead deck, the floodable length at a given point is the maximum portion of the length of the ship, having its centre at the point in question, which can be flooded under the definite assumptions hereafter set forth, in Regulation III without the ship being submerged beyond the margin line.

(3) In the case of a ship not having a continuous bulkhead deck, the floodable



length at any point may be determined to an assumed continuous margin line, up to 12 which, having regard to sinkage and trim after damage, the sides of the ship and the bulkheads concerned are carried watertight.

### Regulation III.

#### Permeability.

(1) The definite assumptions referred to in Regulation II relate to the permeabilities of the spaces below the margin line.

In determining the floodable length, a uniform average permeability shall be used throughout the whole length of each of the following portions of the ship below the margin line—

- (a) the machinery space as defined in Regulation I (8);
- (b) the portion forward of the machinery space; and
- (c) the portion abaft the machinery space.

(2)—(a) For steamships the uniform average permeability throughout the machinery space shall be determined from the formula—

$$80 + 19.6 \left( \frac{a-c}{v} \right), \text{ where}$$

$a$  = volume of the passenger spaces, as defined in Regulation I (9), which are situated below the margin line within the limits of the machinery space.

$c$  = volume of between deck spaces below the margin line within the limits of the machinery space which are appropriated to cargo, coal or stores.

$v$  = whole volume of the machinery space below the margin line.

(b) For ships propelled by internal combustion engines, the uniform average permeability shall be taken as 5 greater than that given by the above formula.

(c) Where it is shown to the satisfaction of the Administration that the average permeability, as determined by detail calculation, is less than that given by the formula, the calculated value may be substituted. For the purposes of such calculation, the permeabilities of passenger spaces, as defined in Regulation I (9), shall be taken as 95, that of all cargo, coal and store spaces as 60, and that of double bottom, oil fuel and other tanks at such values as may be approved in each case by the Administration.

(3) The uniform average permeability throughout the portion of the ship before (or abaft) the machinery space shall be determined from the formula—

$$63 + 35 \frac{a}{V}, \text{ where}$$

$a$  = volume of the passenger spaces, as defined in Regulation I (9), which are situated below the margin line, before (or abaft) the machinery space, and  
 $V$  = whole volume of the portion of the ship below the margin line before (or abaft) the machinery space.

(4) If a between deck compartment between two watertight transverse bulkheads contains any passenger or crew space, the whole of that compartment, less any space completely enclosed within permanent steel bulkheads and appropriated to other purposes, shall be regarded as passenger space. If, however, the passenger or crew space in question is completely enclosed within permanent steel bulkheads, only the space so enclosed need be considered as passenger space.

#### Regulation IV.

#### Permissible Length of Compartments.

(1) Factor of Subdivision.—The maximum permissible length of a compartment having its centre at any point in the ship's length is obtained from the floodable length by multiplying the latter by an appropriate factor called the factor of subdivision.

The factor of subdivision shall depend on the length of the ship, and for a given length shall vary according to the nature of the service for which the ship is intended. It shall decrease in a regular and continuous manner—

(a) as the length of the ship increases, and

(b) from a factor A, applicable to ships primarily engaged in the carriage of cargo, to a factor B, applicable to ships primarily engaged in the carriage of passengers.

The variations of the factors A and B shall be expressed by the following formulae (i) and (ii) where L is the length of the ship as defined in Regulation

I (2):—

L in feet,

$$A = \frac{190}{L-198} + \cdot 18 (L=430 \text{ and upwards}),$$

L in metres,

$$A = \frac{58 \cdot 2}{L-60} + \cdot 18 (L=131 \text{ and upwards}) \dots\dots\dots (i)$$

L in feet,

$$B = \frac{100}{L-138} + \cdot 18 (L=260 \text{ and upwards}).$$

L in metres,

$$B = \frac{30 \cdot 3}{L-42} + \cdot 18 (L=79 \text{ and upwards}) \dots\dots\dots (ii)$$

(2.) Criterion of Service.—For a ship of given length the appropriate factor of subdivision shall be determined by the Criterion of Service Numeral (hereinafter called the Criterion Numeral) as given by the following formulae (iii) and (iv)

where:—

$C_n$  = the Criterion Numeral;

L = length of the ship, as defined in Regulation I (2);

$M$  = the volume of the machinery space, as defined in Regulation I (8); with the addition thereto of the volume of any permanent oil fuel bunkers which may be situated above the inner bottom and before or abaft the machinery space;

$P$  = the whole volume of the passenger spaces below the margin line, as defined in Regulation I (9);

$V$  = the whole volume of the ship below the margin line;

$P_1 = KN$  where:—

$N$  = number of passengers for which the ship is to be certified, and  
 $K$  has the following values:—

	Value of $K$ .
Length in feet and volumes in cubic feet:.....	.6 L.
Length in metres and volumes in cubic metres .....	.056 L.

Where the value of  $KN$  is greater than the sum of  $P$  and the whole volume of the actual passenger spaces above the margin line the lower figure may be taken

provided that the value of  $P_1$  used is not less than  $\frac{2}{3}$  KN,

When  $P_1$  is greater than  $P$

$$C_B = 72 \frac{M + 2P_1}{V + P_1 - P} \dots\dots\dots (iii)$$

and in other cases

$$C_B + 72 \frac{M + 2P}{V} \dots\dots\dots (iv)$$

For ships not having a continuous bulkhead deck the volumes are to be taken up to the actual margin lines used in determining the floodable lengths,

(3) Rules for Subdivision.—(a) The subdivision about the fore peak of ships 430 feet (131 metres) in length and upwards having a criterion numeral of 23 or less shall be governed by the factor A given by formula (i); of those having a criterion numeral of 123 or more by the factor B given by formula (ii); and of those having a criterion numeral between 23 and 123 by the factor F obtained by linear interpolation between the factors A and B, using the formula:—

$$F = A - \frac{(A - B)(C_B - 23)}{100} \dots\dots\dots (v)$$

Where the factor  $F_1$  is less than 40 and it is shown to the satisfaction of the Administration to be impracticable to comply with the factor  $F$  in a machinery compartment of the ship, the subdivision of such compartment may be governed by an increased factor, which, however, shall not exceed 40.

(b) The subdivision abaft the fore peak of ships less than 430 feet (131 metres) but not less than 260 feet (79 metres) in length having a criterion numeral equal to  $S_1$  where

$$S = \frac{9382 - 20L}{34} \quad (L \text{ in feet}) = \frac{3574 - 25L}{13} \quad (L \text{ in metres})$$

shall be governed by the factor unity; of those having a criterion numeral of 123 or more by the factor  $B$  given by the formula (ii); of those having a criterion numeral between  $S$  and 123 by the factor  $F$  obtained by linear interpolation between unity and the factor  $B$ , using the formula:—

$$F = 1 - \frac{(1-B)(Cs-S)}{123-S} \dots\dots\dots (vi)$$

(c) The subdivision abaft the fore peak of ships less than 430 feet (131 metres) but not less than 260 feet (79 metres) in length and having a criterion numeral



less than 5, and of all ships less than 260 feet (79 metres) in length shall be governed by the factor unity, unless it is shown to the satisfaction of the Administration to be impracticable to comply with this factor in any part of the ship, in which case, the Administration may allow such relaxation as may appear to be justified, having regard to all the circumstances.

(d) The provisions of sub-paragraph (c) shall apply also to ships of whatever length, which are to be certified to carry a number of passengers exceeding 12 but not exceeding

$$\frac{L^2 \text{ (in feet)}}{7000} \left( \frac{L^2 \text{ (in metres)}}{650} \right)$$

or 50, whichever is the less.

#### Regulation V.

##### Special Rules concerning Subdivision.

(1) A compartment may exceed the permissible length determined by the rules of Regulation IV provided the combined length of each pair of adjacent compart-

ments to which the compartment in question is common does not exceed either the floodable length or twice the permissible length, whichever is the less,

If one of the two adjacent compartments is situated inside the machinery space, and the second is situated outside the machinery space, and the average permeability of the portion of the ship in which the second is situated differs from that of the machinery space, the combined length of the two compartments shall be adjusted to the mean average permeability of the two portions of the ship in which the compartments are situated.

Where the two adjacent compartments have different factors of subdivision, the combined length of the two compartments shall be determined proportionately.

(2) In ships 430 feet (131 metres) in length and upwards, one of the main transverse bulkheads abaft the fore peak shall be fitted at a distance from the forward perpendicular which is not greater than the permissible length.

(3) A main transverse bulkhead may be recessed provided that all parts of the recess lie inboard of vertical surfaces on both sides of the ship, situated at a

distance from the shell plating equal to one-fifth the breadth of the ship, as defined in Regulation I (3), and measured at right angles to the centerline at the level of the deepest subdivision loadline.

Any part of a recess which lies outside these limits shall be dealt with as a step in accordance with the following paragraph.

(4) A main transverse bulkhead may be stepped provided that—

(a) the combined length of the two compartments, separated by the bulkhead in question, does not exceed 90 per cent. of the floodable length, or

(b) additional subdivision is provided in way of the step to maintain the same measure of safety as that secured by a plane bulkhead.

(5) Where a main transverse bulkhead is recessed or stepped, an equivalent plane bulkhead shall be used in determining the subdivision.

(6) If the distance between two adjacent main transverse bulkheads, or their equivalent plane bulkheads, or the distance between the transverse planes passing through the nearest stepped portions of the bulkheads, is less than 10 feet (3.05

metres) plus 2 per cent, of the length of the ship, only one of these bulkheads shall be regarded as forming part of the subdivision of the ship in accordance with the provisions of Regulation IV.

(7) Where a main transverse watertight compartment contains local subdivision and it can be shown to the satisfaction of the Administration that, after any assumed side damage extending over a length of 10 feet (3.05 metres) plus 2 per cent, of the length of the ship, the whole volume of the main compartment will not be flooded, a proportionate allowance may be made in the permissible length otherwise required for such compartment.

In such a case the volume of effective buoyancy assumed on the undamaged side shall not be greater than that assumed on the damaged side.

(8) Where it is proposed to fit watertight decks, inner skins or longitudinal bulkheads, watertight or non-watertight, the Administration shall be satisfied that the safety of the ship will not be diminished in any respect, particularly having in view the possible listing effect of flooding in way of such structural arrange-

ments.

## Regulation VI.

Peak and Machinery Space Bulkheads, Shaft Tunnels, etc.,

(1) Every ship shall have a forepeak or collision bulkhead, which shall be watertight up to the bulkhead deck. This bulkhead shall be fitted not less than 5 per cent. of the length of the ship, and not more than 10 feet (3.05 metres) plus 5 per cent. of the length of the ship from the forward perpendicular.

If the ship has a long forward superstructure, the forepeak bulkhead shall be extended watertight to the deck next above the bulkhead deck. The extension need not be fitted directly over the bulkhead below, provided it is at least 5 per cent. of the length of the ship from the forward perpendicular, and the part of the bulkhead deck which forms the step is made effectively watertight.

(2) An afterpeak bulkhead, and bulkheads dividing the machinery space, as defined in Regulation I (8), from the cargo and passenger spaces forward and aft, shall also be fitted and made watertight up to the bulkhead deck. The afterpeak bulkhead

may, however, be stopped below the bulkhead deck, provided the degree of safety of the ship as regards subdivision is not thereby diminished.

(3) In all cases stern tubes shall be enclosed in watertight spaces. The stern gland shall be situated within a watertight shaft tunnel or other space of such volume that if flooded by leakage through the stern gland the margin line will not be submerged.

#### Regulation VII.

##### Assigning, Marking and Recording of Subdivision Loadlines.

(1) The subdivision loadlines assigned and marked under the provisions of Article 5 of the Convention shall be recorded in the Safety Certificate, and shall be distinguished by the notation Q.1 for the principal passenger condition, and Q.2, Q.3, &c., for the alternative conditions.

(2) The freeboard corresponding to each of these loadlines inserted in the Safety Certificate shall be measured at the same position and from the same deck line as the freeboards determined by recognised national Freeboard Regulations.

(3) In no case shall any subdivision loadline mark be placed above the deepest loadline in salt water as determined by the strength of the ship and/or recognised national Freeboard Regulations.

(4) Whatever may be the position of the subdivision loadline marks, a ship shall in no case be loaded so as to submerge the loadline mark appropriate to the season and locality as determined by the recognised national Freeboard Regulations.

#### Regulation VIII.

#### Construction and Initial Testing of Watertight Bulkheads, &c.

(1) Watertight subdivision bulkheads, whether transverse or longitudinal, shall be constructed in such a manner that they shall be capable of supporting with a proper margin of resistance, the pressure due to a head of water up to the margin line in way of each bulkhead. The construction of these bulkheads shall be to the satisfaction of the Administration.

(2) Steps and recesses in bulkheads shall be watertight and as strong as the bulkhead at the place where each occurs.

Where frames or beams pass through a watertight deck or bulkhead, such deck or bulkhead shall be made structurally watertight without use of wood or cement.

(3) Testing main compartments by filling them with water is not compulsory. A complete examination of the bulkheads shall be made by a surveyor; and, in addition, a hose test shall be made in all cases.

(4) The forepeak shall be tested with water to a head up to the deepest subdivision loadline.

(5) Double bottoms, including duck keels, and inner skins are to be subjected to a head of water up to the margin line.

(6) Tanks which are intended to hold liquids, and which form part of the subdivision of the ship, shall be tested for tightness with water to a head up to the deepest subdivision loadline or to a head corresponding to two-thirds of the depth from the top of keel to the margin line in way of the tanks, whichever is the greater; provided that in no case shall the test head be less than 3 feet (.92 metre) above the top of the tank.



## Regulation IX

### Openings in Watertight Bulkheads.

(1) The number of openings in watertight bulkheads shall be reduced to the minimum compatible with the design and proper working of the ship; satisfactory means shall be provided for closing these openings.

(2)--(a) Where pipes, souppers, electric-light cables, &c., are carried through watertight subdivision bulkheads, arrangements shall be made to ensure the integrity of the watertightness of the bulkheads.

(b) Sluice valves shall not be permitted in the watertight subdivision bulkheads.

(3)--(a) No doors, manholes, or access openings are permitted--

(i) in the collision bulkhead below the margin line;

(ii) in watertight transverse bulkheads dividing a cargo space from an adjoining cargo space or from a permanent or reserve bunker, except as provided in paragraph (7).

(b) The collision bulkhead may be pierced below the margin line by not more than one pipe for dealing with fluid in the fore peak tank, provided that the pipe is fitted with a screwdown valve capable of being operated from above the bulkhead deck, the valve chest being secured inside the fore deck to the collision bulkhead.

(4)—(a) Watertight doors fitted in bulkheads between permanent and reserve bunkers, shall be always accessible, except as provided in sub-paragraph 9 (b) for between deck bunker doors.

(b) Satisfactory arrangements shall be made by means of screens or otherwise to prevent the coal from interfering with the closing of watertight bunker doors.

(5) Within the machinery space and apart from bunker and shaft tunnel doors, not more than one door may be fitted in each main transverse bulkhead for inter-communication. These doors shall be located so as to have the sills as high as practicable.

(6)—(a) The only types of watertight doors permissible are hinged door, sliding doors, and doors of other equivalent patterns, excluding plate doors secured

only by bolts.

(b) A hinged door shall be fitted with catches workable from each side of the bulkhead.

(c) A sliding door may have a horizontal or vertical motion. If required to be hand operated only, the gearing shall be capable of being worked at the door itself and also at an accessible position above the bulkhead deck.

(d) If a door is required to be closed by dropping or by the action of a dropping weight, it shall be fitted with a suitable arrangement to regulate the closing movement, and the gearing shall be so arranged that the door can be released both at the door itself and at an accessible position above the bulkhead deck. Hand gear shall also be provided, so arranged as to operate at the door itself and above the bulkhead deck, and also, so that after being disengaged for dropping, it can be quickly re-engaged from either the upper or the lower position.

(e) If a door is required to be power operated from a central control, the gearing shall be so arranged that the door can be operated by power also at the

door itself. The arrangement shall be such that the door will close automatically if opened by the local control after being closed from the central control, and also such that any door can be kept closed by local arrangements, which will prevent that door from being opened from the central control. Such power operated doors shall be provided with hand gear, workable both at the door itself and from an accessible position above the bulkhead deck.

(f) In all classes of doors indicators shall be fitted at all operating stations other than at the door itself, showing whether the door is opened or closed.

(7)---(a) Hinged watertight doors in passenger, crew, and working spaces are only permitted above a deck, the underside of which, at point its lowest at side, is at least 7 feet (2.14 metres) above the deepest subdivision loadline, and they are permitted in those spaces below such deck.

(b) Hinged watertight doors of satisfactory construction may be fitted in bulkheads dividing cargo between deck spaces, in levels in which side cargo doors would be permitted under the provisions of Regulation X (11). These doors shall

be closed before the voyage commences and shall be kept closed during the voyage, and the time of opening such doors in port and of closing them before the ship leaves port shall be entered in the official log book. Where it is proposed to fit such doors, the number and arrangements shall receive the special consideration of the Administration, and a statement shall be required from the owners certifying as to the absolute necessity of such doors.

(8) All other watertight doors shall be sliding doors.

(9)—(a) When any watertight doors which may be sometimes opened at sea, excluding those at the entrances of tunnels, are fitted in the main transverse watertight bulkheads at such a height that their sills are below the deepest subdive vision loading, the following rules shall apply:—

(1) When the number of such doors exceeds 5 all the watertight sliding doors shall be power operated and shall be capable of being simultaneously closed from a station situated on the bridge; simultaneous closing of these doors being preceded by a warning sound signal.

(II) When the number of such doors does not exceed 5-

(i) if the criterion numeral does not exceed 30, all the watertight sliding doors may be operated by hand only;

(ii) if the criterion numeral exceeds 30, but does not exceed 60, all the watertight sliding doors may be either dropping doors fitted with releasing and hand gear operated at the door and from above the bulkhead deck or doors operated by power.

(iii) if the criterion numeral exceeds 60, all the watertight sliding doors shall be operated by power.

(b) If watertight doors which have sometimes to be open at sea for the purpose of trimming coal are fitted between bunkers in the between-decks below the bulkhead deck, these doors shall be operated by power. The opening and closing of these doors shall be recorded in the official log book.

(c) When trunkways in connection with refrigerated cargo are carried through more than one main transverse watertight bulkhead, and the sills of the openings

are less than 7 feet (2.13 metres) above the deepest subdivision loadline, the watertight doors at such openings shall operate by power.

(10) Portable plates on bulkheads shall not be permitted except in machinery spaces. Such plates shall always be in place before the ship leaves port, and shall not be removed at sea except in case of urgent necessity. The necessary precautions shall be taken in replacing them to ensure that the joints shall be watertight.

(11) All watertight doors shall be kept closed during navigation except when necessarily opened for the working of the ship, and shall always be ready to be immediately closed.

(12) Where trunkways or tunnels for access from crew's accommodation to the stokehold, for piping, or for any other purpose are carried through main transverse watertight bulkheads, they shall be watertight and in accordance with the requirements of Regulation XII. The access to at least one end of each such tunnel or trunkway, if used as a passage at sea, shall be through a trunk extending watertight to a height sufficient to permit access above the margin line. The

necess to the other end of the trunkway or tunnel may be through a watertight door of the type required by its location in the ship. Such trunkways or tunnels shall not extend through the first subdivision bulkhead abut the collision bulkhead.

Where it is proposed to fit tunnels or trunkways for forced draft, piercing main transverse watertight bulkheads, these shall receive the special consideration of the Administration.

#### Regulation X.

##### Openings in Ships Sides below the Margin Line.

(1) the arrangement and efficiency of the means for closing any opening in the ship's sides shall be consistent with its intended purpose and the position in which it is fitted and generally to the satisfaction of the Administration.

(2)---(c) If in a between decks, the sills of any sidescuttles are below a line drawn parallel to the bulkhead deck at side and having its lower point  $2\frac{1}{2}$  per cent. of the breadth of the ship above the deepest subdivision loadline, all side-



scuttles in that between deck shall be of a non-opening type.

(b) If in a between deck, the sills of any sidescuttled other than those required to be of a non-opening type by sub-paragraph (a) are below a line drawn parallel to the bulkhead deck at side and having its lowest point at a height of 12 feet (3.66 metres) plus  $2\frac{1}{4}$  per cent. of the breadth of the ship above, the deepest subdivision loadline, all sidescuttles in that between decks shall be of such construction as will effectively prevent any persons opening them without the consent of the master of the ship.

(c) Other sidescuttles may be of any ordinary opening type.

(d) If in a between decks, the sills of any of the sidescuttles referred to in sub-paragraph (b) are below a line drawn parallel to the bulkhead deck at side and having its lowest point  $4\frac{1}{2}$  feet (1.37 metres), plus  $2\frac{1}{4}$  per cent. of the breadth of the ship above the loadline at which the ship is floating on her departure from any port, all the sidescuttles in that between decks shall be closed watertight and locked before the ship leaves port and they shall not be opened during navigation.

The time of opening such sidescuttles in port and of closing and locking them before the ship leaves port shall be entered in the official log book.

The Administration may indicate the limiting mean draught at which these sidescuttles will have their sills above the line defined in this paragraph and at which it will be permissible to open them at sea on the responsibility of the master. In tropical waters in fair weather this limiting draught may be increased by 1 foot (.305 metres).

(3) Efficient hinged inside deadlights arranged so that they can be easily and effectively closed and secured watertight shall be fitted to all sidescuttles—

(a) which are required to be of a non-opening type,  
(b) which are to be fitted within one-eighth of the ship's length of the forward perpendicular;

(c) which are to be fitted in positions defined in subparagraph (2) (b);

(d) which will not be accessible during navigation;

(e) which are to be fitted in spaces intended for the accommodation of

sailors and firemen;

(f) which are to be fitted in spaces intended for the accommodation of  
storage passengers;

(4) Sidescuttles fitted below the bulkhead deck, other than those referred to in the preceding paragraph, shall be fitted with efficient inside deadlights which may be portable and stowed adjacent to the sidescuttles.

(5) Sidescuttles and their deadlights, which will not be accessible during navigation, shall be closed and secured before the ship proceeds to sea.

(6) No sidescuttles shall be fitted in any spaces which are appropriated exclusively to the carriage of cargo or coal.

(7) Automatic ventilating sidescuttles shall not be fitted in the ships sides below the margin line without the special sanction of the Administration.

(8) All machinery and other inlets and discharges in the ships sides shall be arranged so as to prevent the accidental admission of water into the ship.

(9) The number of souppes, sanitary discharges and other similar openings in

the ship's sides shall be reduced to the minimum either by making each discharge serve for as many as possible of the sanitary and other pipes, or in any other satisfactory manner.

(10) Discharges led through the ship's sides from spaces below the margin lines shall be fitted with efficient and accessible means for preventing water from passing inboard. It is permissible to have for each separate discharge either one automatic non-return valve fitted with a positive means of closing it from above the bulkhead deck, or alternatively, two automatic non-return valves without such means, the upper of which valves is so situated above the deepest subdivision loadline as to be always accessible for examination under service conditions.

Where a positive action valve is fitted, the operating position above the bulkhead deck shall always be readily accessible and means shall be provided for indicating whether the valve is open or closed.

(11) Gangway, cargo and scaling ports fitted below the margin line shall be of sufficient strength. They shall be effectively closed and secured watertight

before the ship leaves port, and shall be kept closed during navigation,

Cargo and coaling ports which are to be fitted partly or entirely below the deepest subdivision loadline shall receive the special consideration of the Administration.

(12) The inboard opening of each ash-shoot, rubbish-shoot, &c., shall be fitted with an efficient cover.

If the inboard opening is situated below the margin line, the cover shall be watertight, and in addition an automatic non-return valve shall be fitted in the shoot in an easily accessible position above the deepest subdivision loadline. When the shoot is not in use both the cover and the valve shall be kept closed and secured.

#### Regulation XI.

##### Construction and Initial Tests of Watertight Doors, Sidescuttles, &c.

(1) The design, materials and construction of all watertight doors, sidescuttles, gangways, cargo and coaling ports, valves, pipes, ash-shoots any rubbish-shoots referred to in these Regulations shall be to the satisfaction of the Administration.

(3) Each watertight door shall be tested by water pressure to a head up to the margin line. The test shall be made before the ship is put in service, either before or after the door is fitted.

#### Regulation XII.

##### Construction and Initial Tests of Watertight Decks, Trunks, &c.

(1) Watertight decks, trunks, tunnels, duct keels and ventilators shall be of the same strength as watertight bulkheads at corresponding levels. The means used for making them watertight, and the arrangements adopted for closing openings in them, shall be to the satisfaction of the Administration. Watertight ventilators and trunks shall be carried at least up to the margin line.

(2) After completion a hose or flooding test shall be applied to watertight decks and a hose test to watertight trunks, tunnels and ventilators.

#### Regulation XIII.

##### Periodical Operation and Inspection of Watertight Doors, &c.

In all new and existing ships drills for the operating of watertight doors;

ash-shoots and rubbish-shoots shall take place weekly. In ships in which the voyage exceeds one week in duration a complete grill shall be held before leaving port, and others thereafter at least once a week during the voyage, provided that all watertight power doors and hinged doors, in main transverse bulkheads, in use at sea shall be operated daily.

The watertight doors and all mechanisms and indicators connected therewith, and all valves the closing of which is necessary to make a compartment watertight, shall be periodically inspected at sea, at least once a week.

#### Regulation XIV.

##### Entries in the Official Log Book.

In all new and existing ships hinged doors, portable plates, sidescuttles, gangway, cargo and coaling ports and other openings, which are required by these Regulations to be kept closed during navigation, shall be closed before the ship leaves port. The time of closing, and the time of opening (if permissible under these Regulations), shall be recorded in the official log book.

A record of all drills and inspections required by Regulation XIII shall be entered in the official log book with an explicit record of any defects which may be disclosed.

#### Regulation XV.

##### Double Bottoms.

(1) In ships 300 feet (91 metres) and under 249 feet (76 metres) in length a double bottom shall be fitted at least from the machinery space to the fore peak bulkhead, or as near thereto as practicable.

(2) In ships 249 feet (76 metres) and under 330 feet (100 metres) in length a double bottom shall be fitted at least outside the machinery space, and shall extend to the fore and after peak bulkheads, or as near thereto as practicable.

(3) In ships 330 feet (100 metres) in length and upwards a double bottom shall be fitted amidships, and shall extend to the fore and after peak bulkheads, or as near thereto as practicable.

(4) Where a double bottom is required to be fitted the inner bottom shall be



continued out to the ship's sides in such a manner as to protect the bottom to the turn of bilge.

Such protection will be deemed satisfactory if the line of intersection of the outer edge of the margin plate with bilge plating is not lower at any part than a horizontal plane passing through the point of intersection with the frame line amidships of a transverse diagonal line inclined at 25 degrees to the base line and cutting it at a point one-half the ship moulded breadth from the middle line.

(5) Wells constructed in the double bottom in connection with the drainage arrangements shall not extend downwards more than necessary, nor shall they be less than 18 inches (467 millimetres) from the outer bottom or from the inner edge of the margin plate. A well extending to the outer bottom is, however, permitted at the after end of the shaft tunnel of screw ships.

#### Regulation XVII.

##### Fire-resisting Bulkheads.

Ships shall be fitted above the bulkhead deck with fire-resisting bulkheads

which shall be continuous from side to side of the ship and arranged to the satisfaction of the Administration.

They shall be constructed of metal or other fire-resisting material, effective to prevent for one hour, under the conditions for which the bulkheads are to be fitted in the ship, the spread of fire generating a temperature of 1,500° F. (815° C.) at the bulkhead.

Steps and recesses and the means for closing all openings in these bulkheads shall be fire-resisting and flame-tight.

The mean distance between any two adjacent fire-resisting bulkheads in any superstructure shall in general not exceed 131 feet (40 metres).

#### Regulation XVII.

Side and other Openings, etc., above the Margin Line.

(1)—Sidescuttles, gangway, cargo and coaling ports, and other means for closing openings in the ship's sides above the margin line shall be of efficient design and construction and of sufficient strength having regard to the spaces in which they

are fitted and their positions relative to the deepest subdivision loadline.

(2) The bulkhead deck or a deck above it shall be weather-tight in the sense that in ordinary sea conditions water will not penetrate in a downward direction. All openings in the exposed weather deck shall have coverings of ample height and strength, and shall be provided with efficient means for expeditiously closing them weather-tight.

(3) Freeing ports and/or scuppers shall be fitted as necessary for rapidly clearing the weather deck of water under all weather conditions.

#### Regulation XVIII.

##### Exists from Watertight Compartments.

(1) In passenger and crew spaces, practicable means of exit to the open deck shall be provided for the occupants from each watertight compartment.

(2) Practicable means of escape for the crew shall be provided from each engine room, shaft tunnel, stokehold compartment, and other working spaces, independent of watertight doors.

## Regulation XIX.

### Pumping Arrangements.

#### Steamships.

(1) —Ships shall be provided with an efficient pumping plant capable of pumping from and draining any watertight compartment under all practicable conditions after a casualty whether the ship is upright or listed. For this purpose wing stations will generally be necessary except in narrow compartments at the ends of the ship. Where close ceiling is fitted over the bilges, arrangements shall be made whereby water in the compartment may find its way to the suction pipes. Efficient means shall be provided for draining water from insulated holds.

(2) —In addition to the ordinary bilge pump, worked by the main engines, or its equivalent engine room pump, two independent power bilge pumps shall be provided, except that in ships less than 300 feet (91.5 metres) in length, having a criterion numeral less than 20, either two efficient hand pumps of the crank type fitted one forward and one aft, or a portable power pump, may be substituted for

case of the additional independent power bilge pumps.

Battery, ballast and general service pumps may be accepted as independent power bilge pumps if fitted with the necessary connections to the bilge pumping system.

(3)—Where two or more independent power pumps are required, the arrangements shall be such that at least one power pump will be available for use in all ordinary circumstances in which a vessel may be flooded at sea. One of the power pumps shall therefore, be an emergency pump of a reliable submersible type. A source of power situated above the bulkhead deck shall be available for this pump in any case of emergency.

(4)—Where practicable, the power bilge pumps shall be placed in separate watertight compartments so arranged or situated that these compartments will not readily be flooded by the same damage. If the engines and boilers are in two or more watertight compartments, the pumps available for bilge service shall be distributed through these compartments as far as is possible.

(5).—With the exception of pumps which may be provided for peak compartments only, each bilge pump, whether operated by hand or by power, shall be arranged to draw water from any hold or machinery compartment in the ship.

(6).—Each independent power bilge pump shall be capable of giving a speed of water through the main bilge pipe of not less than 400 feet (122 metres) per minute, and it shall have a separate direct suction, to the compartment in which it is situated, of a diameter not less than that of the bilge main. The direct suction from each independent power bilge pump shall be arranged to pump from either side of the ship.

(7).—Main circulating pumps shall have direct suction connections, provided with non-return valves, to the lowest drainage level in the machinery space and of a diameter at least two-thirds that of the main sea inlet. Where the fuel is, or may be, coal, and there is no watertight bulkhead between the engines and boilers, a direct discharge overboard shall be fitted from at least one circulating pump, or, alternatively, a bye-pass may be fitted to the circulating discharge.

(8) (a).—All pipes from the pumps which are required for draining, cargo or machinery spaces shall be entirely distinct from pipes which may be used for filling or emptying spaces where water or oil is carried.

(b).—Lead pipes shall not be used under coal bunkers or oil fuel storage tanks, nor in boiler or machinery spaces, including motor rooms in which oil settling tanks or oil pump units are situated.

(9).—The Administration shall make rules relating to the diameters of the bilge main and branch pipes which shall be proportioned respectively in relation to the size of the ship and the sizes of the compartments to be drained.

(10).—The arrangement of the bilge and ballast pumping system shall be such as to prevent the possibility of water passing from the sea and from water ballast spaces into the cargo and machinery spaces, or from one compartment to another. Special provision shall be made to prevent any deep tank having bilge and ballast connections being inadvertently run up from the sea when containing cargo, or pumped out through a bilge pipe when containing water ballast.

(11)—Provision shall be made to prevent the compartment served by any bilge suction pipe being flooded, in the event of the pipe being severed or otherwise damaged, by collision or grounding, in any other compartment. For this purpose, where the pipe is at any part situated near the side of the ship or in a duct keel, there shall be fitted to the pipe in the compartment containing the open end either a non-return valve, or a screwdown valve which can be operated from a position above the bulkhead deck.

(12)—All distribution boxes, cocks and valves in connection with the bilge pumping arrangement shall be in positions which are accessible at all times under ordinary circumstances. They shall be so arranged that in the event of flooding the emergency bilge pump may be operative on any compartment. If there is only one system of pipes common to all the pumps, the necessary cocks or valves for controlling the bilge suction must be workable from above the bulkhead deck. If in addition to the main bilge pumping system an emergency bilge pumping system is provided, it shall be independent of the main system and so arranged that the



emergency pump is capable of operating on any compartment under flooding conditions,

#### Motor Ships.

(13) The bilge pumping arrangements in motor ships shall, so far as practicable, be equivalent to those required for steamships of similar size, except as regard main circulating pumps.

#### Regulation XX.

##### Power for Going Astern.

Ships shall have sufficient power for going astern to secure proper control of the ship in all circumstances.

#### Regulation XXI.

##### Auxiliary Steering Apparatus.

Ships shall be provided with an auxiliary steering apparatus which, however, may be of less power than the main apparatus, and need not be worked by steam or other mechanical power, provided adequate arrangements for manual operation

are practicable. A duplicate main steering power plant shall be considered as an auxiliary steering apparatus within the meaning of this Regulation.

### Regulation XXII.

#### Initial and Subsequent Surveys of Ships,

- (1) Every new or existing ship shall be subjected to the surveys specified below:—
  - (a) A survey before the ship is put in service.
  - (b) A periodical survey once every twelve months.
  - (c) Additional surveys, as occasion arises.
- (2) The surveys referred to above shall be carried out as follows:
  - (a) The survey before the ship is put in service shall include a complete inspection of the hull, machinery and equipments including the outside of the ship's bottom and the inside and outside of the boilers. This survey shall be such as to ensure that the arrangements, material, and scantlings of the hull, boilers, and their appurtenances, main and auxiliary machinery, life-saving appliances, and other equipments, fully comply with the requirements of the

present Convention and of the detailed regulations promulgated as a result thereof by the Government of the country to which the ship belongs for ships of the service for which it is intended. The survey shall also be such as to ensure that the workmanship of all parts of the ship and its equipments is in all respects satisfactory.

(b) The periodical survey shall include an inspection of the whole of the hull, boilers, machinery, and equipments, including the outside of the ship's bottom. The survey shall be such as to ensure that the ship, as regards the hull, boilers, and their appurtenances, main and auxiliary machinery, life-saving appliances, and other equipments, is in satisfactory condition and fit for the service for which it is intended, and that it complies with the requirements of the present Convention, and of the detailed regulations promulgated as a result thereof by the Government of the country to which the ship belongs.

(c) A survey either general or partial, according to the circumstances, shall be made every time an accident occurs or a defect is discovered which

affects the safety of the ship or the efficiency or completeness of its life-saving appliances or other equipments, or whenever any important repairs or renewals are made. The survey shall be such as to ensure that the necessary repairs or renewals have been effectively made, that the material and workmanship of such repairs or renewals are in all respects satisfactory, and that the ship complies in all respects with the provisions of the present Convention and of the detailed regulations promulgated as a result thereof by the Government of the country to which the ship belongs.

(3) The detailed regulations referred to in sub-paragraph (2) shall prescribe the requirements to be observed as to the initial and subsequent hydraulic tests to which the main and auxiliary boilers, connections, steam-pipes, high-pressure receivers, and fuel tanks for oil-motors are to be submitted, including the test pressure to be applied, and the intervals between two consecutive tests.

Main and auxiliary boilers, connections, tanks and receivers, also steam-piping of more than 3 inches (76 millimetres) internal diameter shall be, satisfactorily tested

by hydraulic pressure when new steam pipes of more than 3 inches (76 millimetres) internal diameter shall be tested by hydraulic pressure periodically.

#### Regulation XXIII.

##### Maintenance of Conditions after Survey.

After the survey of the ship as provided in Regulation XXII has been completed no change shall be made in the structural arrangements, machinery, equipments, &c., covered by the survey, without the sanction of the Administration.

#### LIFE SAVING APPLIANCES, &c.

##### Regulation XXIV.

##### Standard Types of Boats.

The standard types of boats are classified as follows:—

**Class I.**—Open boats with rigid sides having either (a) internal buoyancy only, or (b) internal and external buoyancy.

**Class II.**—(a) Open boats with internal and external buoyancy—upper parts of sides collapsible, and (b) decked boats with either fixed or collapsible

**water-tight bulwarks.**

No boat may be approved the buoyancy of which depends upon the previous adjustment of one of the principal parts of the hull, of which has not a cubic capacity of at least 2.5 cubic metres (equivalent to 125 cubic feet).

No boat may be approved the weight of which when fully laden with persons and equipment exceeds 20,300 kilogrammes (equivalent to 20 tons).

**Regulation XXV.**

**Lifeboats of Class I.**

Lifeboats of Class I must have a mean sheer at least equal to four per cent. of their length.

The air cases of lifeboats of Class I shall be so placed as to secure stability when fully laden under adverse weather conditions.

In boats certified to carry 100 or more persons the volume of the buoyancy shall be increased to the satisfaction of the Administration.

Lifeboats of Class I must also satisfy the following conditions:—

(a) Lifeboats with Internal Buoyancy only.

The buoyancy of a wooden boat of this type shall be provided by watertight air-cases, the total volume of which shall be at least equal to one-tenth of the cubic capacity of the boat.

The buoyancy of a metal boat of this type shall not be less than that required above for a wooden boat of the same cubic capacity, the volume of watertight air-cases being increased accordingly.

(b) Lifeboats with Internal and External Buoyancy.

The internal buoyancy of a wooden boat of this type shall be provided by watertight air-cases, the total volume of which is at least equal to seven and a half per cent. of the cubic capacity of the boat.

The external buoyancy may be of cork or of any other equally efficient material, but such buoyancy shall not be obtained by the use of rushes, cork shavings, loose granulated cork or any other loose granulated substance, or by any means dependent upon inflation by air.

If the buoyancy is of cork, its volume, for a wooden boat, shall not be less than thirty-three thousandths of the cubic capacity of the boat; if or any material other than cork, its volume and distribution shall be such that the buoyancy and stability of the boat are not less than that of a similar boat provided with buoyancy of cork.

The buoyancy of a metal boat shall be not less than that required above for a wooden boat of the same cubic capacity, the volume of the watertight air-cases and that of the external buoyancy being increased accordingly.

#### Regulation XXVI.

##### Boats of Class II.

Boats of Class II must satisfy the following conditions:—

##### (a) Open Boats with Internal and External Buoyancy—

###### Upper Part of Sides collapsible.

A boat of this type shall be fitted both with watertight air-cases and with external buoyancy the aggregate volume of which, for each person which the boat



is able to accommodate, shall be at least equal to the following amounts:—

	Cubic	Cubic
	Decimetres,	Feet,
Air-cases.....	43	1.5
External buoyancy (if of cork) .....	6	0.2

The external buoyancy may be of cork or of any other equally efficient material, but such buoyancy shall not be obtained by the use of rushes, cork shavings, loose granulated cork, or any other loose granulated substance, or by any means dependent upon inflation by air.

If of any material other than cork, its volume and distribution shall be such that the buoyancy and stability of the boat are not less than that of a similar boat provided with buoyancy of cork.

A metal boat of this type shall be provided with internal and external buoyancy to ensure that the buoyancy of the boat shall be at least equal to that of a wooden boat.

The minimum freeboard of boats of this type shall be fixed in relation to their length; and it shall be measured vertically to the top of the solid hull at the side amidships, from the waterlevel, when the boat is loaded.

The freeboard in fresh water shall not be less than the following amounts:—

Length of Lifeboat.	Minimum Freeboard.	
	Equivalent in Feet to—	Equivalent in Millimetres.
7.90	26	200
8.50	28	225
9.15	30	250

The freeboard if boats of intermediate lengths is to be found by interpolation.

The collapsible sides must be watertight.

(b) Decked Boats with either Fixed or Collapsible Watertight Bulwarks.

(1) Decked Boats having a Well Deck.—The area of the well deck of a boat of this type shall be at least 30 per cent of the total deck area. The height of the

well-deck above the waterline at all points shall be at least equal to one-half per cent. of the length of the boat, this height being increased to one-and-a-half per cent. of the length of the boat at the ends of the well.

The freeboard of a boat of this type shall be such as to provide for a reserve buoyancy of at least 35 per cent.

(ii) Deeked Boats having a Flush Deck.—The minimum freeboard of boats of this type is independent of their lengths and depends only upon their depths. The depth of the boat is to be measured vertically from the underside of the garboard strake to the top of the deck at the side amidships and the freeboard is to be measured from the top of the deck at the side amidships to the water-level when the boat is loaded.

The freeboard in fresh water shall not be less than the following amounts, which are applicable without correction to boats having a mean shear equal to three per cent. of their length:—

Depth of Lifeboat.

Minimum Freeboard.

Millimetres,	Equivalent in	
	Inches to—	Millimetres
310	12	70
460	18	95
610	24	130
760	30	165

For intermediate depths the freeboard is obtained by interpolation.

If the sheer is less than the standard sheer defined above, the minimum freeboard is obtained by adding to the figures in the table one-seventh of the difference between the standard sheer and the actual sheer measured at the stem and stern post; no deduction is to be made from the freeboard on account of the sheer being greater than the standard sheer or on account of the camber of the deck.

(iii) All decked lifeboats shall be fitted with efficient means for clearing the deck of water.

#### Regulation XXVII.

### Motor Boats,

A motor boat carried as part of the lifesaving appliances of a vessel, whether required as part Regulation XXXVI (2) or not, shall comply with the following conditions:—

- (a) It shall comply with the requirements for a lifeboat of Class I, and proper appliances shall be provided for putting it into the water speedily.
  - (b) It shall be adequately provided with fuel, and kept so as to be at all times ready for use.
  - (c) The motor and its accessories shall be suitably enclosed to ensure operation under adverse weather conditions, and provision shall be made for going astern.
  - (d) The speech shall be at least six knots when fully loaded in smooth water.
- The volume of the internal buoyancy and, where fitted, the external buoyancy shall be increased in sufficient proportion to compensate for the difference between

the weight of the motor, the searchlight, and the wireless telegraph installation and their accessories, and the weight of the additional persons which the boat could accommodate if the motor, the searchlight and the wireless telegraph installation and their accessories were removed.

#### Regulation XXVIII.

##### Life Rafts.

No type of life-raft may be approved unless it satisfies the following conditions:—

- (a) It shall be of approved material and construction;
- (b) It shall be effective and stable when floating either way up;
- (c) It shall be fitted with fixed or collapsible bulwarks of wood, canvas or other suitable material on both sides;
- (d) It shall have a line securely becketed round the outside;
- (e) It shall be of such strength that it can be launched or thrown from the vessel's deck without being damaged, and if to be thrown it shall be of

such size and weight that it can be easily handled;

(f) It shall have not less than 85 cubic decimetres (equivalent to three cubic feet) of air-cases or equivalent buoyancy for each person to be carried thereon;

(g) It shall have a deck area of not less than 3,720 square centimetres (equivalent to four square feet) for each person to be carried thereon, and it shall effectively support the occupants out of the water;

(h) The air-cases or equivalent buoyancy shall be placed as near as possible to the sides of the life-raft, and such buoyancy shall not be by any means dependent on inflation by air.

#### Regulation XXIX.

##### Buoyant Apparatus.

Buoyant apparatus, whether buoyant deck seats, buoyant deck chairs or other buoyant apparatus, shall be deemed sufficient, so far as buoyancy is concerned, for a person or number of persons to be ascertained by dividing the number of kilo-

grammes of iron which it is capable of supporting in fresh water by 14.5 (equivalent to the number pounds divided by 32), and if the apparatus depends for its buoyancy on air it shall not require to be inflated before use in an emergency.

The number of persons for whom the apparatus is deemed suitable shall be determined by the least of the numbers ascertained either as above or by the number of 30.5 centimetres (equivalent to one foot) in the perimeter.

Such approved buoyant apparatus shall comply with the following conditions:—

1. It shall be constructed with proper workmanship and materials.
2. It shall be effective and stable when floating either way up.
3. It shall be of such size, strength and weight that it can be handled without mechanical appliances and, if necessary, thrown without damage from the vessel's deck on which it is stowed.
4. The air-cases or equivalent buoyancy shall be placed as near as possible to the sides of the apparatus.
5. It shall have a line securely becketed round the outside of the apparatus.



### Regulation XXX.

#### Cubic Capacity of Lifeboats of Class I.

1. The cubic capacity of a lifeboat of Class I shall be determined by Stirling's (Simpson's) Rule or by any other method giving the same degree of accuracy. The capacity of a square-sterned boat shall be calculated as if the boat had a pointed stern.

2. For example, the capacity in cubic metres (or cubic feet) of a boat, calculated by the aid Stirling's Rule, may be considered as given by the following formula:—

$$\text{Capacity} = \frac{L}{12} (4A + 2B + 4C)$$

L being the length of the boat in metres (or feet) from the inside of the planking or plating at the stem to the corresponding point at the stern post; in the case of a boat with square stern, the length is measured to the inside of the transom.

A, B, C, denote respectively the areas of the cross-sections at the quarter length forward, amidships, and the quarter length aft, which correspond to the

three points obtained by dividing 1 into four equal parts (the areas corresponding to the two ends of the boat are considered negligible).

The areas A, B, C shall be deemed to be given in square metres (or square feet) by the successive application of the following formula to each of the three cross-sections:—

$$\text{Area} = \frac{h}{12} (a + 4b + 2c + 4d + e)$$

*h* being the depth measured in metres (or in feet) inside the planking or plating from the keel to the level of the gunwale, or, in certain cases, to a lower level, as determined hereafter.

*a*, *b*, *c*, *d*, *e* denote the horizontal breadths of the boat measured in metres (or in feet) at the upper and lower points of the depth and at the three points obtained by dividing *h* into four equal parts (*a* and *e* being the breadths at the extreme points, and *c* at the middle point, of *h*).

3. If the shear of the gunwale, measured at the two points situated at a quarter of the length of the boat from the ends, exceeds 1 per cent. of the length of the

boat, the depth employed in calculating the area of the cross-sections A or C shall be deemed to be the depth amidships plus 1 per cent. of the length of the boat,

4. If the depth of the boat amidships exceeds 45 per cent. of the breadth, the depth employed in calculating the area of the midship cross-section B shall be deemed to be equal to 45 per cent. of the breadth, and the depth employed in calculating the areas of the quarter length sections A and C is obtained by increasing this last figure by an amount equal to 1 per cent. of the length of the boat, provided that in no case shall the depths employed in the calculation exceed the actual depths at these points.

5. If the depth of the boat is greater than 122 centimetres (equivalent to 4 feet) the number of persons given by the application of this rule shall be reduced in proportion to the ratio of 122 centimetres to the actual depth, until the boat has been satisfactorily tested afloat with that number of persons on board, all wearing life-jackets.

6. Each Administration shall impose, by suitable formulae, a limit for the

number of persons allowed in coats with very fine ends and in boats very full in form.

7. Each Administration reserves the right to assign to a boat a capacity equal to the product of the length, the breadth and the depth multiplied by 0.6 if it is evident that this formula does not give a greater capacity than that obtained by the above method. The dimensions shall then be measured in the following manner:—

**Length.**—From the intersection of the outside of the planking with the stem to the corresponding point at the stern post or, in the case of a square sterned boat, to the after side of the transom.

**Breadth.**—From the outside the planking at the point where the breadth of the boat is greatest.

**Depth.**—Amidships inside the planking from the keel to the level of the gunwale, but the depth used in calculating the cubic capacity not in any case exceed 45 per cent. of the breadth.

In all cases the shipowner has the right to require that the cubic capacity of

the boat shall be determined by exact measurement.

8. The cubic capacity of a motorboat is obtained from the gross capacity by deducting a volume equal to that occupied by the motor and its accessories, and, when carried, the wireless telegraphy installation and the searchlight with their accessories.

### Regulation XXXI.

#### Deck Area of Boats of Class II.

1. The area of the deck of a decked boat shall be determined by the method indicated below or by any other method giving the same degree of accuracy. The same rule is to be applied in determining the area within the fixed bulwarks of a boat of Class II (a).

2. For example, the surface in square metres (or square feet) of a boat may be deemed to be given by the following formula:—

$$\text{Area} = \frac{L}{12} (2a + 1.5b + 4c + 1.5d + 3e)$$

L being the length in metres (or in feet) from the intersection of outside of the

planking with the stem to the corresponding point at the stern post.

a, b, c, d, e denote the horizontal breadths in metres (or in feet) outside the planking at the points obtained by dividing  $l$  into four equal parts and sub-dividing the foremost and aftermost parts into two equal parts (a and e being the breadths at the extreme sub-divisions, c at the middle point of the length, and b and d at the intermediate points).

#### Regulation XXXII.

##### Marking of Boats, Life Rafts and Buoyant Apparatus.

The dimensions of the boat and the number of persons which it is authorised to carry, shall be marked on it in clear permanent characters. These marks shall be specifically approved by the officers appointed to inspect the ship.

Life rafts and buoyant apparatus shall be marked with the number of persons in the same manner.

#### Regulation XXXIII.

##### Carrying Capacity of Boats.

1. The number of persons which a boat of one of the standard types can accommodate is equal to the greatest whole number obtained by dividing the capacity in cubic metres (or cubic feet), or the surface in squares metres (or square feet), of the boat by the standard unit of capacity or unit of surface (according to circumstances), defined below for each type.

2. The standard units of capacity and surface for determining the number of persons are as follows:—

	Unit of Capacity.	Cubic Metres, in Cubic Feet,	Cubic Equivalent
	Open boats, Class I (a).....	0.2338	10
	Open boats, Class I (b).....	0.255	9
	Unit of Surface,	Square Metres, in Square Feet,	Square Equivalent
	Class II.....	0.325	3 $\frac{1}{4}$

3. The Administration may accept, in place of 0.325 or 3  $\frac{1}{4}$ , as the case may

be, a smaller divisor, if it is satisfied after trial that the number of persons for whom there is seating accommodation in the decked boat in question is greater than the number obtained by applying the above divisor, provided always that the divisor adopted in place of 0.285 or  $3\frac{1}{4}$ , as the case may be, may never be less than 0.280 or 3, as the case may be.

The Administration which accepts a lower divisor in this way shall communicate to the other Administrations particulars of the trial and drawings of the decked boat in question.

#### Regulation XXXIV.

##### Capacity Limits.

No boat shall be marked for greater number of persons than that obtained in the manner specified in these Regulations.

This number shall be reduced:—

(1) when it is greater than the number of persons for which there is proper seating accommodation; the latter number shall be determined in such a way



that the persons when seated do not interfere in any with the use of the cases; 129

(2) when, in the case of boats other than those of Class I, the freeboard when the boat is full loaded is less than the freeboard laid down for each type respectively; the number shall be reduced until the freeboard when the boat is fully loaded is at least equal to the standard freeboard laid down above.

In boats of Class II (b) (i), the raised part of the deck at the sides may be regarded as affording seating accommodation.

#### Regulation XXXV.

##### Equivalent for and Weight of the Persons.

In the tests for determining the number of persons which a boat or life raft can accommodate, each person shall be assumed to be an adult person wearing a life-jacket.

In verifications of freeboard the decked boats shall be loaded with a weight of at least 75 kilograms (165 lbs.) for each adult person that the decked boat is authorised to carry.

In all cases two children under 12 years of age shall be reckoned as one person.

### Regulation XXXVI.

#### Equipment of Boats and Life Rafts.

1. The normal equipment of every boat shall consist of:—
  - (a) A single banked complement of oars, two spare oars and a steering oar; one set and a half of thole pins or crutches; a boat hook.
  - (b) Two plugs for each plug hole (plugs are not required when proper automatic valves are fitted); a bailer and a galvanised iron bucket.
  - (c) A rudder and a tiller or yoke and yoke lines.
  - (d) Two hatchets.
  - (e) A lamp filled with oil and trimmed.
  - (f) A mast or masts with one good sail at least, and proper gear for each.
  - (g) An efficient compass.
  - (h) A life-line becketed round the outside.

(i) A Sea-anchor,

(j) A Painter,

(k) A vessel containing four and a half litres (equivalent to one gallon) of vegetable or animal oil. The vessel shall be so constructed that the oil can be easily distributed on the water, and so arranged that it can be attached to the sea-anchor.

(l) An airtight receptacle containing for one kilogramme (equivalent to two pounds) of provisions for each person,

(m) A watertight receptacle provided with a dipper with lanyard containing one litre (equivalent to one quart) of fresh water for each person,

(n) At least one dozen self-igniting "red lights" and a box of matches in watertight containers,

(o) Half a kilogramme (equivalent to one pound) of condensed milk for each person,

(p) A suitable locker for the stowage of the small items of the equipment.

(a) Any boat which is certified to carry 100 or more persons shall be fitted with a motor and shall comply with the requirements of Regulation XXVII.

A motor lifeboat need not carry a mast or sails or more than half the complement of oars, but it shall carry two boathooks.

Decked lifeboats shall have no plug-hole, but shall be provided with at least two bilge-pumps.

In the case of a ship which carries passengers in the North Atlantic north of 35° North Latitude, only a proportion of the boats, to be fixed by the Administration, need be equipped with masts and sails, and only one-half the quantity of condensed milk need be carried.

2. Where the number of lifeboats carried on a ship is more than 13, one shall be a motor boat, and where the number is more than 19, two shall be motor boats. These motor lifeboats shall be fitted with a wireless telegraph installation and a searchlight.

The wireless telegraph installation shall comply with conditions as to range and efficiency to be decided by each Administration.

The searchlight shall include a lamp of at least 80 watts, an efficient reflector and a source of power which will give effective illumination of a light coloured object over a width of about 18 metres (60 feet) at a distance of 180 metres (200 yards) for a total period of six hours, and it shall be capable of working for three hours continuously.

Where the power for the wireless equipment and the searchlight are derived from the same source, this shall be sufficient to provide for the adequate working of both appliances.

8. The normal equipment of every approved life raft shall consist of—

- (a) Four oars,
- (b) Five rowlocks,
- (c) A self-igniting lifebuoy light,
- (d) A sea-anchor.

(e) A painter.

(f) A vessel containing four and a half litres (equivalent to one gallon) of vegetable or animal oil. The vessel shall be so constructed that the oil can be easily distributed on the water, and so arranged that it can be attached to the sea-anchor.

(g) An airtight receptacle containing one kilogramme (equivalent to two pounds) of provisions for each person.

(h) A watertight receptacle provided with a dipper with lanyard containing one litre (equivalent to one quart) of fresh water for each person.

(i) At least one dozen self-igniting red lights and a box of matches in watertight containers.

4. In the case of a ship which is engaged in short international voyages, the Administration may exempt the boats from carrying the equipment specified under sub-paragraphs (f), (j) and (o) of paragraph 1 and from the requirements of paragraph 2, and may also exempt the life rafts from carrying the equipment

specified in paragraph 3 (g).

Regulation XXXVII.

Stowage and Handling of Boats and Life Rafts.

1. Subject to the conditions of Regulation XXXVIII, the lifeboats may be stowed one above the other, or they may, subject to such conditions as the administration may impose, be fitted one within another, but where boats so fitted require lifting before being launched they shall only be permitted if mechanical power appliances for lifting are provided.

(2) The lifeboats and life rafts additional to boats stowed under boats attached to davits may be stowed across a deck, bridge or poop and so secured that they will have the best chance of floating free of the ship if there is no time to launch them.

(3) As far as possible of the additional boats referred to in paragraph 2 shall be capable of being launched on either side of the ship by means of approved appliances for transferring them from one side of the deck to the other.

(4) Boats may only be stowed on more than one deck on condition that proper measures are taken to prevent boats on a lower deck being fouled by those stowed on a deck above.

(5) Boats shall not be placed in the bows of the ship or in any positions in which they would be brought into dangerous proximity to the propellers at the time of launching.

(6) Davits shall be of approved form and so disposed on one or more decks that the boats placed under them can be safely lowered without interference from the operation of any other davits.

(7) The davits, blocks, falls and all other gear shall be of such strength that the boats can be safely lowered with full complement of persons and equipment, with the ship listed to 15 degrees either way. The falls shall be long enough to reach the water with the vessel at her lightest seagoing draught and with a list of 15 degrees

(8) The davits shall be fitted with gear of sufficient power to ensure that the



boats, fully equipped and manned, but not otherwise loaded with passengers, can be turned out against the maximum list at which the lowering of the boats is possible.

(9) The boats attached to the davits shall have the falls ready for service, and means shall be provided for speedily, but not necessarily simultaneously, detaching the boats from the falls.

(10) Where more than one boat is served by the same set of davits, if the falls are of rope, separate falls shall be provided to serve each boat but where wire falls are used with mechanical appliances for recovering them, separate falls need not be provided. The appliances used must be such as to ensure lowering the boats in turn and rapidly.

Where mechanical appliances are fitted for the recovery of the falls efficient hand gear shall also be provided.

(11) On short international voyages where the height of the boat deck above the water line when the vessel is at her lightest sea-going draught does not exceed 4.5 metres (15 feet), the requirements as to strength of davits and turning-out

gear in sub-paragraphs 7, 8 and 10 shall not apply.

Regulation XXXVIII.

Number and Capacity of Bots, Life Rafts, &c, and Davits.

(1) A ship shall be provided with sets of davits in accordance with its length as provided in Column A of the Table in Regulation XXXIX provided that a number of sets of davits greater than the number of boats necessary for the accommodation of all the persons on board shall not be required.

Each set of davits shall have a boat of Class I attached to it. If the lifeboats attached to davits do not provide sufficient accommodation for all the persons on board, additional lifeboats of one of the standard types shall be provided. One additional lifeboat shall, in the first place, be stowed under each of the boats attached to davits. After these have been fitted other boats shall be carried in-board, but Administration may, if it is of opinion that life rafts will be more readily available and otherwise more satisfactory than these lifeboats in a case of emergency, allow life rafts to be carried provided that the total capacity of the boats

on the ship will be at least up to the minimum capacity required by Column C of the Table in Regulation XXXIX.

When in the opinion of the Administration it is neither practicable nor reasonable to place on a ship the number of sets of davits required by Column A of the Table in Regulation XXXIX, the Administration may authorize, under exceptional conditions, a smaller number of sets of davits, provided always that this number shall never be less than the minimum number fixed by Column B of the Table and that the total capacity of the boats on the ship will be at least up to the minimum capacity required by Column C.

(3) A ship engaged on short international voyages shall be provided with sets of davits in accordance with its length as provided in Column A of the Table in Regulation XXXIX. Each set of davits shall have a boat of Class I attached to it. If the lifeboats attached to davits do not provide the minimum cubic capacity specified in Column D of the Table in Regulation XXXIX or provide accommodation for all persons on board, additional lifeboats of one of the standard types, approved

life rafts or other approved buoyant apparatus shall be provided, and the accommodation thus provided shall be sufficient for all on board.

When in the opinion of the Administration it is neither practicable nor reasonable to place on a ship engaged in short international voyages, the number of sets of davits required by Column A of the Table in Regulation XXXIX, the Administration may authorise, under exceptional conditions, a smaller number of sets of davits, provided always that this number shall never be less than the minimum number fixed by Column B of the Table, and that the total capacity of the boats on the ship will be at least up to the minimum capacity required by Column D.

#### Regulation XXXIX,

Table relating to davits and lifeboat capacity.

The following table fixes, according to the length of the ship—

(A) "The minimum number of sets of davits" to be provided to each of which must be attached a boat of Class I in accordance with Regulation

XXXVIII above.

(B) "The smaller number of sets of davits which may be authorised exceptionally" under Regulation XXXVIII.

(C) "The minimum life-boat capacity required", including the life-boats attached to davits and the additional boats, in accordance with Regulation XXXVIII.

(D) "The minimum life-boat capacity" required for a ship engaged in short international voyages.

Registered Length of the Ship		(A.) Minimum Number of Sets of Davits,	(B.) Smaller Number of Sets of Davits authorised exceptionally	(C.) Minimum Capacity of Lifeboats,		(D.) Minimum Capacity of Lifeboats.	
				Cubic Metres,	Cubic Feet,	Cubic Metres,	Cubic Feet,
31 and under 37	100 and under 120	2	2	28	980	11	400
37	120	2	2	35	1,220	17	600
43	140	2	2	44	1,550	24	850

49	..	58160	..	175	3	8	53	1,880	..	1,150
53	..	58175	..	190	3	3	68	2,390	37	1,300
58	..	63190	..	205	4	4	78	2,740	41	1,450
63	..	67205	..	220	4	4	94	3,330	45	1,600
67	..	70220	..	230	5	4	110	3,900	48	1,700
70	..	75230	..	245	5	4	139	4,560	52	1,850
75	..	78245	..	255	6	5	144	5,100	60	2,100
78	..	82255	..	270	6	5	160	5,640	68	2,400
82	..	87270	..	285	7	5	175	6,190	76	2,700
87	..	91285	..	300	7	5	196	6,930	85	3,000
91	..	96300	..	315	8	6	214	7,550	94	3,300
96	..	101315	..	330	8	6	235	8,290	105	3,700
101	..	107330	..	350	9	7	255	9,000	116	4,100
107	..	113350	..	370	9	7	273	9,630	125	4,400
113	..	119370	..	390	10	7	301	10,650	133	4,700
119	..	125390	..	410	10	9	331	11,700	144	5,100
125	..	133410	..	435	12	9	370	13,060	156	5,500
133	..	140435	..	460	12	9	408	14,430	170	6,000
140	..	149460	..	490	14	10	451	15,930	185	6,500
149	..	159490	..	520	14	10	490	17,310	201	7,100
159	..	168520	..	550	16	12	530	18,730	217	7,650
168	..	177550	..	580	16	12	576	20,350	..	..
177	..	186580	..	610	18	13	620	21,900	..	..
186	..	195610	..	640	18	13	671	23,700	..	..
195	..	204640	..	670	20	14	717	25,350	..	..
204	..	213670	..	700	20	14	766	27,050	..	..
213	..	223700	..	730	22	15	808	28,560	..	..
223	..	232730	..	760	22	15	854	30,180	..	..
232	..	241760	..	790	24	17	908	32,100	..	..

941	230790	830	24	17	972	34,360	
950	261920	865	26	18	1,031	36,450	
961	271855	890	26	18	1,097	38,750	
971	282890	925	28	19	1,160	41,000	
982	293925	960	28	19	1,242	43,880	
995	303960	995	30	20	1,312	46,350	
303	314995	1,030	30	20	1,380	48,750	

(Note: on (A) and (B).—When the length of the ship exceeds 314 metres (equivalent to 1,030 feet) the Administration shall determine the minimum number of sets of davits for that ship full particulars of its decision shall be communicated to the other Administrations.

Note: on (C) and (D).—For the purposes of this table the capacity of a boat of Class II is obtained by multiplying the number of persons for which the boat is certified by 0.383 to obtain the capacity in cubic metres and by 10 to obtain the capacity in cubic feet.

Note: on (D).—When the length of a ship is under 31 metres (equivalent to 100 feet) or over 168 metres (equivalent to 550 feet) the cubic capacity of the

lifelines shall be prescribed by the Administration,

Regulation XI,

Life-jackets and Life-Buoys.

1. A life-jacket shall satisfy the following requirements:—

- (a) It shall be constructed with proper workmanship and materials
- (b) It shall be capable of supporting in fresh water for 24 hours 7.5 kilograms of iron (equivalent to 16½ pounds);
- (c) It shall be reversible.

Life-jackets the buoyancy of which depends on air compartments are prohibited.

2. A life-buoy shall satisfy the following requirements:—

- (a) It shall be of solid cork or any other equivalent material;
- (b) It shall be capable of supporting in fresh water for 24 hours at least 12.5 kilograms (equivalent to 28 pounds) of iron.

Life-buoys filled with rushes, cork shavings or granulated cork, or any other loose granulated material, or whose buoyancy depends upon air compartments which



require to be inflated, are prohibited.

3. The minimum number of life-buoys with which ships are to be provided is fixed by the following table:-

Length of the Ship.		Minimum			
Metres.		Equivalent in Feet.	Number of Buoys.		
Under 61	...	Under 200	...	...	8
61 and under 122	...	200 and under 400	...	...	12
122 and under 183	...	40 and under 600	...	...	18
183 and under 244	...	600 and under 800	...	...	24
244 and over	...	800 and over	...	...	30

4. All the buoys shall be fitted with beackets securely seized. At least one buoy on each side shall be fitted with a life-line of at least 27.5 metres (15 fathoms) in length. Not less than onehalf of the total number of life-buoys, and in no case less than six, shall be provided with efficient self-igniting lights which

cannot be extinguished in water; and these shall be kept near the buoys to which they belong, with the necessary means of attachment.

6. All the life-buoys and life-jackets shall be so placed as to be readily accessible to the persons on board; their position shall be plainly indicated so as to be known to the persons concerned.

The life-buoys shall always be capable of being rapidly cast loose and shall not be permanently secured in any way.

### Regulation XII.

#### Certificated Lifeboatmen.

In order to obtain the special lifeboatman's certificate provided for in Article 29 of the present Convention, the applicant must prove that he has been trained in all the operations connected with launching lifeboats and the use of oars; that he is acquainted with the practical handling of the boats themselves; and, further, that he is capable of understanding and answering the orders relative to lifeboat service.

There shall be for each boat or life-raft a number of lifeboatmen at least equal to that specified in the following table:—

The Minimum Number  
of Certificated Life-

If the Prescribed Complement Is:	boatmen shall be:		
Less than 41 persons	...	...	2
From 41 to 61 persons	...	...	3
From 62 to 85 persons	...	...	4
Above 85 persons	...	...	5

**Regulation XIII.**

**Manning of Boats.**

A deck officer or certificated lifeboatman shall be placed in charge of each boat or life-raft and a second in command shall also be nominated. The person in charge shall have a list of its crew, and shall see that the men placed under his orders are acquainted with their several duties.

A man capable of working the motor shall be assigned to each motor boat.

A man capable of working the wireless and searchlight installations shall be assigned to boats carrying this equipment.

The duty of seeing that the boats, life-rafts and buoyant apparatus and other lifesaving apparatus are at all times ready for use shall be assigned to one or more officers.

#### Regulation XLIII.

##### Fire Detection and Extinction.

1. An efficient patrol system shall be maintained, so that any outbreak of fire may be promptly detected. In addition, a fire alarm or fire detecting system shall be provided, which will automatically indicate or register at one or more points or stations, where it can be most quickly observed by officers and crew, the presence or indication of fire in any part of the ship not accessible to the patrol system.

2. Every ship shall be provided with powerful pumps, operated by steam or

other means. On ships of less than 4,000 tons gross there shall be two, and on larger ships three of these pumps. Each of the pumps shall be capable of delivering a sufficient quantity of water in two powerful jets simultaneously in any given part of the ship, and shall be available for immediate use before the ship leaves port.

3. The service pipes shall permit of two powerful jets of water being simultaneously directed on any given part of a deck occupied by passengers and crew, when the watertight and fire-resisting doors are closed. The service pipes and hoses shall be of ample size and made of suitable material. The branches of the pipes shall be so placed on each deck that the fire hose can be easily coupled to them.

4. Provision shall be made whereby at least two powerful jets of water can be rapidly and simultaneously directed into any space containing cargo. In addition, arrangements shall be made whereby smothering gas sufficient to give a minimum volume of free gas equal to 30 per cent. of the gross volume of the largest hold in the ship can be promptly conveyed by a permanent piping system into each

compartment in which cargo is carried. Steam in adequately equivalent proportion may be accepted in place of smothering gas on steam-driven ships. Provision for the supply of smothering gas or steam need not be required in ships of less than 1,000 tons gross.

5. A sufficient number of portable fluid fire extinguishers shall be provided, at least two being carried in each machinery space.

6. Two equipments, consisting of a smoke helmet or breathing apparatus and a safety lamp, shall be carried on board, and kept in two widely separated places.

7. In steamships in which the main boilers are oil fired, there shall be provided in addition to means whereby two powerful jets of water may be rapidly and simultaneously directed into any part of the machinery spaces:—

(a) Suitable conductors for spraying water on oil without undue disturbance of the surface.

(b) In each firing space, a receptacle containing 288 cubic decimetres (10 cubic feet) of sard, sawdust impregnated with soda, or other approved

dry materials, and scoops for distributing the same.

(e) In each boiler room, and in each of the machinery spaces in which a part of the oil fuel installation is situated, two approved portable extinguishers of a type discharging froth or other approved medium suitable for quenching oil fires.

(d) Means whereby froth may be rapidly discharged and distributed over the whole of the lower part of the boiler room or of any one boiler room, if there are more than one, or of any machinery space in which oil fuel units or settling tanks are situated. The quality of froth which can be discharged shall be ample to cover to a depth of 15.4 centimetres (6 inches) the whole area of the plating formed in any one compartment by the inner bottom plating, or by the shell plating of the vessel, if there is no doublebottom tank. If the engine and boiler rooms are not entirely separate, and fuel can drain from the boiler room bilges into the engine room, the combined engine and boiler rooms shall be considered as one compartment. The apparatus shall be operated

and controlled from outside the compartment in which the fire may occur.

(e) In addition to the foregoing, one extinguisher of the froth type of at least 136 litres (30 gallons) capacity in steamships having one boiler room and two such extinguishers in steamships with more than one boiler room. These extinguishers shall be provided with hoses on reels suitable for reaching any part of the boiler rooms and spaces containing oil-fuel pumping units. Equally efficient apparatus may be accepted in place of the 136 litres (30-gallons) extinguishers.

(f) All containers and valves by which they are operated shall be easily accessible and so placed that they will not readily be cut off from use by an outbreak of fire.

(8) In vessels propelled by internal combustion engines there shall be provided in each of the machinery spaces, in addition to means whereby two powerful jets of water may be rapidly and simultaneously directed into any part of the machinery spaces, together with suitable spraying conductors, froth extinguishers, as follows:—



(8) At least one approved 45 litres (10-gallons) extinguisher with an addition of one approved 9 litres (2-gallons) extinguisher for each 1,000 B. H. P. of the engines, but the total number of 9 litres (2-gallons) extinguishers so supplied shall be not less than two and need not exceed six.

(b) When a donkey boiler is situated in the machinery space there shall be provided, in place of the 45 litres (10-gallons) extinguisher mentioned above, one of 136 litres (30-gallons) capacity, fitted with suitable hose attachments or other approved methods for distributing the froth.

(9) In steamships using oil fuel, if the engine and boiler rooms are not entirely separated by a steel bulkhead, and if fuel oil can drain from the boiler-room bilges into the engine room, one of the fire pumps shall be situated in the tunnel or other space outside the machinery compartment. When more than two pumps are required they shall not all be fitted in the same space.

(10) Where any special type of appliance, extinguishing medium or arrangement is specified, any other type of appliance, &c., may be allowed, provided that

it is not less effective than the specified one. For example—a Carbon Dioxide system may be accepted in place a froth installation (paragraph (7), subparagraphs (d) and (e)), provided that the quantity of carbon dioxide carried is sufficient to give a gas saturation of about 25 per cent, for the gross volume of the stokehold to about the top of the boilers.

(11) All the fire-extinguishing appliances shall be thoroughly examined at least once each year by a surveyor appointed by the Administration.

#### Regulation XLIV.

##### Muster List.

The muster list shall assign duties to the different members of the crew in connexion with—

- (a) The closing of the watertight doors, valves, &c.
- (b) The equipment of the boats, life rafts and buoyant apparatus generally.
- (c) The launching of the boats attached to davits.
- (d) The general preparation of the other boats, the life rafts and buoyant

apparatus,

(e) The muster of the passengers.

(f) The extinction of fire.

The muster list shall assign to the members of the stewards' department their several duties in relation to the passengers at a time of emergency. These duties shall include:—

(a) Warning the passengers.

(b) Seeing that they are dressed and have put on their life-jackets in a proper manner.

(c) Assembling the passengers at muster stations.

(d) Keeping order in the passages and on the stairways, and, generally, controlling the movements of the passengers.

The muster list shall specify definite signals for calling all the crew to their boat and fire stations, and shall give full particulars of these signals.

Regulation XLV.

### Musters and Drills.

Musters of the crew for boat drill shall take place weekly when practicable, and in vessels in which the voyage exceeds one week, before leaving port. The dates upon which musters are held shall be recorded in the Official Log Books and, if in any week a muster is not held, an entry shall be made stating why a muster was not practicable.

In ships in which the voyage exceeds one week practice musters of passengers should be held at an early period of each voyage.

Different groups of boats shall be used in turn at successive boat drills. The drills and inspections shall be so arranged that the crew thoroughly understand and are practised in the duties they have to perform, and that all lifesaving appliances with the gear appertaining to them are always ready for immediate use.

The emergency signal for summoning passengers to muster stations shall be a succession of more than six short blasts followed by one long blast on the whistle or siren. This shall be supplemented on all ships except those engaged in short

international voyages by other electrically operated signals throughout the ship controlled from the bridge. The meaning of all signals affecting passengers shall be clearly stated in different languages on cards posted in their cabins and in other passenger quarters.

#### SAFETY OF NAVIGATION.

##### Regulation XLVI.

##### Transmission of Information.

The transmission of information regarding ice, derelicts, tropical storms or any other direct danger to navigation is obligatory. The form in which the information is sent is not obligatory. It may be transmitted either in plain language (preferably English) or by means of the International Code of Signals (Wireless Telegraphy Section). It should be issued CQ to all ships, and should also be sent to the first point of the coast to which communication can be made with a request that it be transmitted to the appropriate authority.

All messages issued under Article 34 of the present Convention will be pre-

ceded by the safety signal TTT followed by an indication of the nature of the danger, thus: TTT Ice, TTT Derelict; TTT Storm; TTT Navigation.

**Information Required.**

The following information is desired, the time in all cases being Greenwich Mean Time:—

**(a) ICE, DERELICTS AND OTHER DIRECT DANGERS TO NAVIGATION.**

- (1) the kind of ice, derelict or danger observed;
- (2) the position of the ice, derelict or danger when last observed.
- (3) the time and date when the observation was made.

**(b) TROPICAL STORMS.**—Hurricanes in the West Indies, Typhoons in the China Seas, Cyclones in Indian waters, and storms of a similar nature in other regions).

(1) A Statement that a Tropical Storm has been Encountered.—This obligation should be interpreted in a broad spirit, and information transmitted whenever the master has good reason to believe that a tropi-

cal storm exists in his neighbourhood.

(2) **Meteorological Information.**—In view of the great assistance given by accurate meteorological data in fixing the position and movement of storm centres, each shipmaster should add to his warning message as much of the following meteorological information as he finds practicable:

- (a) barometric pressure (millibars, inches or millimetres);
- (b) change in barometric pressure (the change during the previous two to four hours);
- (c) wind direction (true not magnetic);
- (d) wind force (Beaufort or decimal scale);
- (e) state of the sea (smooth, moderate, rough, high);
- (f) swell (slight, medium, heavy) and the direction from which it comes.

When barometric pressure is given the word "millibars," "inches" or "millimetres," as the case be, should be added to the reading and, it

should always be stated whether the reading is corrected or uncorrected; When changes of the barometer are reported the course and speed of the ship should also be given.

All directions should be true, not magnetic.

(3) Time and Date and Position of the Ship.—These should be for the time and position when the meteorological observations reported were made and not when the message was prepared or despatched. The time used in all cases should be Greenwich Mean Time.

(4) Subsequent Observations.—When a master has reported a tropical storm it is desirable, but not obligatory, that other observations be made and transmitted at intervals of three hours, so long as the ship remains under the influence of the storm.

Examples.

ICE.

TTT Ice. Large berg sighted in 4605 N., 4410 W., at 0800 GMT. May 15.



## DERELICT.

TTT Derelict. Observed derelict almost submerged in 4006 N., 1243 W., at  
1630 GMT, April 21.

## DANGER TO NAVIGATION

TTT Navigation. Alpha lightship not on station. 1800 GMT. January 3,  
TROPICAL STORM.

TTT Storm. Experiencing tropical storm. Barometer corrected 994 millibars,  
falling rapidly. Wind NW, force 9, heavy squalls, Swell E. Course ENE., 5  
knots. 2204 N., 11364 E. 0030 GMT. August 18.

TTT Storm. Appearances indicate approach of hurricane, Barometer corrected  
29.64 inches falling. Wind NE, force 8. Swell medium from NE. Frequent rain  
squalls. Course 35°, 9 knots. 2200 N., 7236 W. 1300 GMT. September 14.

TTT Storm. Conditions indicate intense cyclone has formed. Wind S. by W.  
force 5. Barometer uncorrected 763 millimetres, fell 5 millimetres last three hours.  
Course N., 10 W., 8 knots. 1620 N., 9302 E. 0200 GMT. May 4.

TTT Storm, Typhoon to south-east, Wind increasing from N, and barometer falling rapidly. Position 1812 N., 13605 E. 0300 GMT. June 12.  
CERTIFICATES.

Regulation XLVII.

Form of Safety Certificate for Passenger Ships.

SAFETY CERTIFICATE.

(Official Seal)

(Country.)

for an international voyage.  
for a short

Issued under the provisions of the

International Convention for Safety or Life at Sea, 1929.

Name of Ship.	Distinctive Number of Letters.	Port of Registry.	Gross Tonnage.

The  
I, the undersigned,

(Name) Government certifies  
(Name) certify

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I, That the above-mentioned ship has been duly surveyed in accordance with the provisions of the International Convention referred to above.

II. That the survey showed that the ship complied with the requirements of the said Convention as regards—

- (1) the hull, main and auxiliary boilers and machinery;
- (2) the watertight subdivision arrangements and details;
- (3) the following subdivision loadlines:—

Subdivision loadlines assigned and marked on the ship's side at amidships (Convention Article 5),	Treenboard.	To apply when the spaces in which passengers are carried include the following alternative spaces,
Q, 1	...	...
Q, 2	...	...
Q, 3	...	...

(4) the boats, life-rafts and life-saving appliances which provide for a total number (crew and passengers) of ..... persons, and no more, viz:—

- ..... boats capable of accommodating..... persons,
- ..... life-rafts                   "                   "
- ..... buoyant apparatus capable of supporting..... persons,
- ..... life-buoys,
- ..... life-jackets.
- ..... certificated lifeboatmen.

(5) the radiotelegraph installations:—

Requirements of Articles.....of the said Convention.	Actual provision.
.....	



The undersigned declares that he is duly authorised by the said Government to issue this certificate.

(Signature.)

Form of Safety Radiotelegraphy Certificate.

SAFETY RADIOTELEGRAPHY CERTIFICATE.

(Official Seal.)

(Country.)

Issued under the provisions of the

International Convention for Safety of Life at Sea, 1929.

Name of Ship.	Distinctive Number or Letters.	Port of Registry.	Gross Tonnage.

The  
\_\_\_\_\_  
\_\_\_\_\_, the undersigned,

(Name) Government certify  
(Name) certify

That the above-mentioned ship complies with the provisions of the International Convention referred to above as regards Radiotelegraphy:—

	Requirements of Articles.....of the said Convention,	Actual provision,
Hours of watch fitted	...	...
Whether approved	...	...
Whether separate installation fitted	...	...
Minimum number of operators	...	...
Additional operators or watchers	...	...
Whether direction-finding apparatus fitted	...	...

This certificate is issued under the authority of the Government. It will remain in force until

Issued at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_

Here follows the seal or signature of the authority entitled to issue this certificate,

(Seal.)

If signed, the following paragraph is to be added:—

The undersigned declares that he is duly authorised by the said Government to issue this certificate,

(Signature.)

Form of Exemption Certificate,

**EXEMPTION CERTIFICATE.**

(Official Seal.)

(Country.)

Issued under the provisions of the

International Convention for Safety of Life at Sea, 1929.

Name of Ship.	Distinctive Number or Letters.	Port of Registry.	Gross Tonnage.





This certificate is issued under the authority of the Government. It will remain in force until

Issued at                    the                    day of

Here follows the seal or signature of the authority entitled to issue this certificate.

(Seal.)

If signed, the following paragraph is to be added:—

The undersigned declares that he is duly authorised by the said Government to issue this certificate.

(Signature.)



## 附件第四 租船合同

船舶所有人得以船舶全部出租于一人或數人，賃船人得就其全部使用，租賃關係之約定，均以書面爲之，通稱之曰租船合同 (Charter party)。其租賃性質，又分爲航程次數租賃，及定期租賃，例如某船舶 (甲) 爲賃船人運煤由秦皇島至上海爲一次或數次航程運送，每一次租金 (卽運費) 若干，是爲航程租船合同 (Trip Charter party)。又例如某船舶 (甲) 之租賃爲定期五個月，在此期間內，賃船人得依約定使之航駛任何港口地點，船舶所有人不得過問，惟租金 (運費) 應按月或按其他約定給付，是爲定期租船合同 (Time Charter party)。于定期租船使用中，船舶應爲賃船人或其轉讓人運送，但賃船人如以該船舶爲普通運送船舶，並以運送人地位簽發載貨證券，倘經雙方約定，亦爲相當使用性質之一種。

凡船舶依照上開情節性質，出租者其船上之船長船員，均爲船舶所有人僱用者，故該船舶認爲在其所有人管理中，倘遇事變或不測，如係因船長船員過失所發生者，所有人應負僱用人責任。

船舶所有人以船壳租賃者，應以書面爲之。而其性質及約定條件，與前開租船合同，大不相同。凡以船壳出租者，該船舶之船長船員均爲賃船人之僱用人員，賃船人于約定期間，得全權管理之。然是項船壳租賃合同 (Charter by demise)，在現代及我國並不常見。

茲將我國各輪船公司現在通用之定期租船合同，譯述于后。

## 定期租船合同

茲經船舶所有人（以下簡稱**所有人**）  
船租承租人（以下簡稱**租人**）雙方同意，訂定下列條件。

本合同租賃船舶名稱

登記噸位

載重淨噸位

容積

方尺，其燃燒煤炭

部份之地位不在內，速率每小時為 海哩。

### 第一條

所有人願意出租，賃船人願意承租，前開船舶定期為 個月，由交船之日時起算，其交船地點，由賃船人指定，前開船舶係屬嚴緊、堅固、享有航海安全能力者，裝運普通貨客均宜，但不得裝運危險及違禁品。

### 第二條

所有人對於船長船員之給養工資，以及船上必須零用品，均應負責，並應繼續維持船舶之航海安全能力。

### 第三條

賃船人對於船舶以燃燒之煤炭，及船上需用之淨水，以及一切港口費用，引水人費用，碼頭費用，

駁船費用，拖帶費用，裝卸費用，點數費用，及其他關於船舶貨客之費用，均應負責。

#### 第四條

船上之管煤于所有人交船時，或于賃船人將船交回時，均應依照市價折算互相給付。

#### 第五條

賃船人應給付船舶租金每月租金計大洋 元，于不足一個月時，應按日計算（每月應算為三十天）至船舶交回為止。

每月租金應預付，倘到期未為給付時，所有人得無條件將船舶收回。

所有人之請求權，對於賃船人因本合同所載運之貨物，及獲得之運費，應有留置權。

#### 第六條

貨物之裝載（應顧及航海安全能力）及卸載，應由賃租人之碼頭工人，在船舶停靠之碼頭頭為之，該船舶停靠地點，由賃船人指定之。

所有人應設備起重機，鏈索，以起提二噸重普通貨物者為標準，如需特別鏈索時，由賃船人自備，于裝卸貨物加害船壳時，賃船人應負責任。

#### 第七條

賃船人應于租賃期滿時，將船舶原狀在

地點交回，（自然之消損不在計算之內。）如于期

滿前十日交回時，租金按日依照比例計算。

在合同期滿日，船舶應在交回港地或應在駛向交回港地未經變更之航程中，如船舶在航程中，賃船人得以本合同之同等條件租金使用船舶，但以不逾期滿後五日為限，如超過五日，而當時租率漲高時，其超過期間之租金，由期滿時起計算，應按照市價給付。

如對於租金發生爭執時，租金應提存銀行，由公斷人解決之。

#### 第八條

船舶所有之容積及載重地位，均在賃船人使用範圍之內，包括甲板上旅客房間，以合于航海安全能力，及其載重噸量為標準。

但船長船員所需之相當地位，及船具與零星必需品堆藏地位，不在此限，如貨物裝載于甲板時，賃船人或託運人自己負責。

#### 第九條

船長應用最快方法，辦理航程中職務，並應對於船員竭盡相當協助，船長雖係由所有人僱用，但應聽從賃船人之指揮。凡船長因簽發載貨證券所蒙受之損害，以及因積貨單不明，或裝載過量，所有之罰款，均由賃船人負擔賠償責任。

所有人對於船長業經簽發載貨證券之各項包裹件貨，除金錢外，均不負責任，又對於貨物堆放

失當所生之損害，亦不負責任。碼頭工人之堆放貨物，雖受船長指揮，但該工人應認爲貨船人之僱用人員。

凡金錢裝載船上而經船長簽字者，于船長通知貨船人後二十四小時內，應運至岸上，否則除星期日或法定休息日不計外，所有人與船長均不負責任。

#### 第十條

如貨船人對於船長船員因正當理由不滿意時，所有人于接到是項通知後，應即調查，于必須時，及可能範圍內，應更換人員。

#### 第十一條

關於船舶之行止，貨船人應以書面通知船長，船長與大管輪應保存所有航程之充分確準航海紀事錄，是項紀事錄，得由貨船人或其代理人隨時檢查之。貨租人得請求每月有航海紀事錄及裝卸貨物報告之抄清單，是項按月抄清單，應由船長及大管輪簽名。

#### 第十二條

如船員不力或所有人設備之零星必需品不足，因之機器或船壳損壞，或船舶不能工作，而致時間損失在二十四小時以上者，本合同所訂之租賃關係，暫爲中止，至船舶恢復工作原狀時爲止，倘船舶之進入港口或拋錨，係因天氣之壓迫，貨物之事變，或因與淺水港地經商之擱淺，或因與冰凍港地



經商之結冰，所發生之一切時間損失，或費用（修船費用不在內）均應由賃船人負擔。

### 第十三條

于必須時，本船舶應進乾塢，清潔船底，並加以油漆，以便繼續維持本船舶完善狀態。其一切費用中所有人負擔。但賃船人之指揮船舶入塢，以每九個月一次為限，並應在有相當設備船塢之港口為之。當船舶在船塢，或移動之時，不為賃船人服務之時間，應不計入本合同租賃期間。惟是項中止服務期間，不滿二十四小時者，不在此限。

船舶在乾塢修理所需之時間，得加入本合同租賃期間，使本合同延長，或得由本合同租賃期間扣減，但賃船人于船舶離塢時，即應選擇其一，表示意見。

### 第十四條

在本合同範圍內，關於已裝及未裝貨物之損害，如係由下列原因發生者不負責任。

天災，海難，船上船壳船具及陸地起火，船長船員之故意行為，仇敵，海賊，盜竊，君王人民之制止，船舶碰撞擱淺，鍋爐之爆裂，機軸之折斷，機器鍋爐船壳屬具暗藏之疵瑕，雖在發航時即為存任者亦包括在內，引水人船長船員或所，有人之其他僱員關於管理或駕駛船舶所有之過失錯誤失察。

船舶得自由拖帶救助其他遇難船隻，或被其他船隻拖帶，並得為救助生命財產而變更航程。賃船人茲特聲明同意，凡本合同下所成立之轉租合同或載貨證券，均應記載本條前開各項。

### 第十五條

船長在港口爲船舶通常開支需用款項時，貨船人或其代理人得爲墊付，但是項墊付款項之保險費用，及匯兌，應由所有人負擔，並無佣金或其他費用，是項墊款由下期船租扣除。

### 第十六條

船舶不得派赴發生時疫之港口，被封鎖之港口，發生戰鬥之港口，冰凍之港口，無燈塔燈船之港口，或燈塔燈船將被收回之港口，並不得使之與冰塊沖逐，無論該冰塊爲整個或破碎形體。倘船舶因上開原因被逗留時，是項逗留由貨船人負責。

倘船舶被派赴中國或日本之非通商港口時，貨船人自己負責請領許可證。倘船舶被派赴公認之傳疫港口，或派赴因防疫而拘留船舶之港口時，無論船員健康狀況若何，所有發生之時間損失均由貨船人負責。

### 第十七條

除郵件外，非經貨船人，或其代理人同意，船舶不得收受貨物旅客函札等項。

### 第十八條

凡船舶因裝運私貨所受之罰金，如係貨船人或其僱用人所爲者，由貨船人負擔。如係船員所爲者，由船員負擔。

## 第十九條

爲賃船人利益起見，船舶得運載大鑿間旅客，由船長供給食宿，酒類在外。所有人得每名每日加收大洋三元。但旅客額數不得超過旅客地位之設備。凡引水人，碼頭工人，點數人，及江海關人員之相當飲食，由賃船人負擔。

## 第二十條

凡關於統艙旅客所發生費用，均由賃船人負擔，並應依國家法令供給旅客之食物，淨水，住宿，設備等項。如船員不用水箱時，船長得准許賃船人使用之。如賃船人必須使用鹹水箱時，所有清除費用，應由其負擔。

倘因旅客疾病或暴動，致船舶停留港口所發生之費用，由賃船人負擔。

## 第二十一條

倘船舶滅失時，由最後之消息日起，或由最終被見之日起，租金即應停付。其預付尙未獲得之租金，應返還賃船人。

## 第二十二條

倘賃船人需要船舶之職員，機師，或船員，在星期日工作，或在上午六時前或下午六時後工作時，應特別貼補金錢，如無其他約定時，職員及機師每小時應貼大洋五角。船員每小時應貼大洋二角五

分。

第二十三條

凡貨物所需用中間隔離之物，或簾類，均應由賃船人供給。

第二十四條

如船上載有旅客或裝有貨物時，應有帆布蓬爲之保護，以蔽風曬。

第二十五條

每月一噸煤炭應認爲廚房使用者，歸船舶負擔。

第二十六條

茲經雙方同意，在本合同有效期內，船舶在港口時于主要桅桿上應升懸賃船人或其代理人送來之私家族幟。

賃船人如欲依己意油漆煙囪時，應供給必需之油漆。

第二十七條

賃船人得僱用買辦及買辦之屬員，工資亦由賃船人給付，以便點數及支付貨物，惟船舶應設備

住處。

第二十八條

在本合同開始時，如船舶尚有未用盡之噸鈔，賃船人于得為使用時，應繼續使用，並應由得為使用時起，照給金錢。在本合同期滿時，其倘未用盡之噸鈔，于所有人得為使用時起，亦應照付。

### 第二十九條

凡船舶因救助或打撈其他船隻所獲之利益，除扣減船長船員應得部份，又其他所發生之法定費用，損害修理，連同時間煤炭之損失外，應由所有人及賃船人平均分受。

### 第三十條

賃船人于通知所有人或其代理人後，得將船舶轉租，但對於本合同之履行，原賃船人仍應負責。

### 第三十一條

倘亞洲國家相互發生戰爭，或亞洲等國與歐美某國發生戰事，蓋及或有蓋及遠東之可能時，賃船人或所有人均得終止本合同。

倘因航駛某航程，或裝運某貨物，而有被政府拘留，拘捕或處罰之可能時，是項航程，不得航駛之，是項貨物，不得裝運之。

### 第三十二條

所有人因本合同所發生之費用及損害，得對於貨物及轉租之租金享有留置權。賃船人因墊付倘未經船舶獲得之款，亦得對於船舶有留置權。

### 第三十三條

賃船人得于本合同期滿前三十天，以書面通知所有人或其代理人將本租船合同展長個月。

### 第三十四條

本合同之船舶，應在某年某月某日以前交到，如過期，賃船人得終止本合同。

如因不可預見之情形，船舶未于限期以前交到者，賃船人因所有人之詢問通知，應在接到是項通知後廿四小時內，答復是否終止本合同，或仍接受本船舶。

### 第三十五條

倘在本合同範圍內發生爭執時，應以公斷方式在上海舉行解決之，所有人與賃船人各推公斷人二員，該三個公斷員如不能同意時，得推請公正人，是項公斷之結果，即認為最終處分，雙方均應遵守。

### 第三十六條

共同海損，應照一九二四年約克恩底華浦規則辦法。

### 第三十七條

本合同無論在任何地點締結者，應以英國法律解釋之拘束之。

### 第三十八條

違反本合同之損害賠償，應以實際損害為憑準。

第三十九條

本合同之佣金為百分之，業經給付，並認為獲得，于本合同將來續繼時，佣金仍應照付。

立合同人

證人。

年 月 日

英 譯

# 中 華 民 國 海 商 法

魏 文 翰 律 師 合 譯  
麥 克 尼

每 冊 五 元 青 光 書 局 代 售

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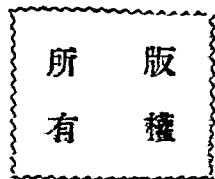
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## 航 業 月 刊

全 年 二 十 年 冊 國 內 郵 連 三 元 二 角 六 分  
外 郵 三 元 三 角 八 分



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