



Practical Maritime Commercial English

海商实用英语

韩立新 周清华 编著 胡正良 主审



大连海事大学出版社

海商基础英语阅读
海商英文实务合同
海商英文实务信证与文书
海商英文实务电传与电报

海商实用英语

Practical Maritime Commercial English

韩立新 编著
周清华

胡正良 主审

大连海事大学出版社

图书在版编目(CIP)数据

海商实用英语/韩立新,周清华编著. —大连:大连海事大学出版社,2001.6

ISBN 7-5632-1477-1

I.海... II.①韩...②周... III.海商法—英语
IV.H31

中国版本图书馆 CIP 数据核字(2001)第 027713 号

大连海事大学出版社出版

(大连市凌水桥 邮政编码 116026 电话 4728394 传真 4727996)

<http://www.dmupress.com> E-mail: cbs@dmupress.com

大连理工大学印刷厂印装 大连海事大学出版社发行

2001 年 8 月第 1 版 2001 年 8 月第 1 次印刷

开本:787mm×1092mm 1/16 印张:16.625

字数:415 千字 印数:0001—3000 册

责任编辑:王桂云 封面设计:王 艳

责任校对:王艺霖 版式设计:艺 晓

定价:30.00 元

内容提要

本书是为满足国际法学(海商法专业)本科教学之需编写的,共包括四章内容。第一章为海商基础英语阅读;第二章为海商英文实务合同,主要选用了航运界常用的各类最新标准合同格式,如 GENCON 1994, NYPE 1993, LOF 2000 等;第三章为海商英文实务信函;第四章为海商英文实务电传与电报,介绍了电传、电报的写作方法、格式,并较全面地收集了电传、电报实例。

本书内容比较全面,且实用性较强。通过本书的学习,不仅能够掌握海商法领域的基本专业英语词汇,而且能够熟练阅读各类海商英文资料,编写常用海商英文实务函电。本书可以作为海商法专业本科生、研究生法律专业英语教科书,还可作为本专业开设的海上运输合同、海事法等课程以及其他专业开设的海商法课程的参考书,亦可以作为航运界、司法界、海事律师、船员等人员的参考书、工具书。

前 言

本书是在胡正良、韩立新 1990 年编写的《海事英文实务合同与函电》一书的基础上编著的。原《海事英文实务合同与函电》一书又是为原国际海事专业法律专业英语教学的急需而编写。该书曾在 1994 年获大连海事大学优秀教材二等奖,它不仅获得在校学生的一致好评,而且也深受航运实践部门欢迎,1996 年该书曾再次印刷,但不久就又出现脱销局面。为了满足现在的国际法学(海商法)专业及其他专业教学急需,在胡正良教授的鼓励与大力支持下,作者在本书中对原书的内容作了充实、更新,力求紧密结合航运实践,注意吸收国内外最新海商英文资料,使其内容更加全面、实用。

本书共分四章。第一章由周清华编写;第二章由韩立新编写;第三章、第四章由胡正良编写,韩立新、周清华加以补充。全书由韩立新统稿,胡正良教授主审。

本书在编写过程中,得到大连海事大学司玉琢教授、大连外轮代理公司王佑民先生、集美大学陈碧堂先生、大连恒信律师事务所祝默泉律师大力帮助,以及出版社同志们的鼎力支持,在此一并致谢。本书错误之处,敬请读者批评指正。

作 者

2001 年 1 月于大连

目 录

第一章 海商基础英语阅读(Basic Maritime English Reading)	1
第一节 船舶登记(Registration)	1
第二节 船舶担保物权(Security Rights on Ships)	5
第三节 船舶与货物(Ships & Cargoes)	9
第四节 船员配备(Manning)	12
第五节 新 STCW 公约(The New STCW Convention)	16
第六节 海上货物运输合同概述(Introduction to Contract of Carriage of Goods by Sea)	23
第七节 多式联运(Multimodal Transport)	29
第八节 碰撞责任基础(Basis of Collision Liability)	37
第九节 海上救助(Salvage at Sea)	45
第十节 共同海损(General Average)	47
第十一节 海事赔偿责任限制(Limitation of Liability)	48
第十二节 海上保险(Marine Insurance)	53
第十三节 船舶扣押(Arrest of Ships)	63
第十四节 海事仲裁(Maritime Arbitration)	65
第十五节 国际安全管理规则(International Safety Management Code)	73
第二章 海商英文实务合同(Maritime Business Contracts)	78
第一节 提单(Bills of Lading)	78
第二节 航次租船合同(Voyage Charter Party)	86
第三节 定期租船合同(Time Charter Party)	102
第四节 光船租赁合同(Bareboat Charter Party)	122
第五节 拖航合同(Towage Contract)	139
第六节 救助合同(Salvage Contract)	155
第七节 海上保险合同(Marine Insurance Contract)	172
第八节 船员雇用合同(Crewing Contract)	178
第三章 海商英文实务信函与文书(Maritime Business Letters & Documents)	188
第一节 业务英文函简介(Introduction to Business Letters)	188
第二节 海商英文实务信函与文书例文(Examples of Maritime Business Letters & Documents)	190
第四章 海商英文实务电传与电报(Maritime Business Telexes & Telegrams)	213
第一节 英文电传与电报缩略词语(Abbreviations)	213
第二节 海商英文实务电传(Maritime Business Telexes)	239
第三节 海商英文实务电报(Maritime Business Telegrams)	253
参考文献	260

第一章 海商基础英语阅读

(Basic Maritime English Reading)

第一节 船舶登记(Registration)

1. HISTORY OF SHIP REGISTRATION

The registration of ships has its origin in the laws of Imperial Rome. It was widespread in the city states of mediaeval Italy. In England registration started with a statute of Charles II in 1660. Navigation Acts aimed to prevent foreign vessels taking advantage of the commercial privileges enjoyed by vessels flying the British flag. In other words the first registrations were not to regulate standards but to ensure that certain trades were reserved for the benefits of British citizens. Towards the end of the eighteenth century Navigation Acts also sought to restrict entitlement to the flag to ships built within the British dominions.

2. THE LEGAL CONCEPT OF SHIP REGISTRATION

One of the fundamental principles of public international law is the freedom of the high seas. The high seas were defined in Article 86 of the United Nations Convention on the Law of the Sea 1982 (UNCLOS 1982) as all parts of the sea that are not included in the exclusive economic zone, in the territorial sea or in internal waters of a state, or in the archipelagic waters of an archipelagic state. Article 87 of the UNCLOS⁽¹⁾ provides the freedom of the high seas. "The high seas are open to all States, whether coastal or land-locked." Apart from being open to all nations, the high seas could be used by both coastal and land-locked states for the purpose of navigation, overflight, laying submarine cables and pipelines, constructing artificial islands and other installations permitted under international law, fishing and scientific research.

These freedoms, and others which are recognised by the general principles of international law, shall be exercised by all states with reasonable regard to the interests of other states in their exercise of the freedom of the high seas. Under the freedom of the high seas vessels belonging to all nations have unrestricted access to all parts of the sea that are not included in the territorial sea or internal waters of a state. Freedom of the high seas applies not only to coastal states but also to states that are land-locked. Freedom of access should not lead to abuse, therefore international law provides a framework for the exercise of that freedom. But these rules are enforced by individual states through the jurisdiction exercised over their national vessels. In this respect there are two main rules: first, jurisdiction over a vessel on the high seas resides solely with the state to which the vessel belongs; secondly, all vessels using the high seas must possess a national character.

If a ship does not have a nationality it does not have any protection in international law. How can a ship have a nationality? Registration is generally, but not always, the test of a vessel's nationality.⁽²⁾

This is the public law function of registration. Under public law a ship has the sovereignty of the state whose flag she flies. Under private law a ship is a moveable property and one or more persons have rights in it, which have protection under the law. The distinction between public law and private law functions of registration was explained in *Liverpool Borough Bank v. Turner* with reference to the Merchant Shipping Act 1894:

"There are two points of public policy which may be suggested in these acts relating to shipping: the one a policy regarding the interests of the nation at large, relating to the question who shall be entitled to the privileges of British flag. . . ; the other policy being similar to that which gave rise to the acts for registration of titles to land—the object being to determine what should be a proper evidence of title in those who deal with the property in question."

The effect of registration may differ in various legal systems. In general priority in registration determines which right should prevail when two rights are in conflict with each other. For instance, if a ship is sold to two different purchasers in good faith, title in the ship is not acquired by the first purchaser, but by the purchaser who registers his title first, irrespective of whether he was the first or second in time to sign his contract. Registration does not create a right which does not exist or create presumption in this respect. If a contract of sale is void, its registration does not render it valid.

3. CONDITIONS FOR REGISTRATION

Registration is the administrative act by which nationality and the collateral rights and duties are conferred on a ship. The term is generally used to describe the attribution of national character to a vessel. With registration a vessel enters the public records of a state. A ship may be registered if it meets the relevant national requirements. With registration in a state the ship comes within national jurisdiction of that State. The state assumes authority over the ship to exercise the power inherent in the jurisdiction of the flag State. The state undertakes the national and international responsibilities of a flag State in relation to that ship.

Until about the end of the eighteenth century, the nationality of ships was not fully developed and merchant vessels were referred to as belonging to the subjects of the state, not to the state itself. With the development of the institution of nationality of ships series of bilateral treaties of commerce and navigation were concluded. But not all those treaties satisfied the conditions of the equality of the contracting parties. After 1830 various states made bilateral treaties and recognised mutually that the nationality of a vessel was to be decided in accordance with the laws of the country under whose flag it was sailing. And other states were obliged to recognise that nationality. Around the mid-nineteenth century flag recognition clauses became more abstract. Article VII of the Friendship, Commerce and Navigation Treaty concluded on 4 February 1859 between the United States and Paraguay is a good example of these clauses. Under Article VII it was stated that: "All vessels which, according to the laws of the United States of America, are to be deemed vessels of the United States of America, and all vessels which, according to the laws of Paraguay, are to be deemed Paraguayan vessels, shall, for the purposes of this treaty, be deemed vessels of the United States of America and Paraguayan vessels, respectively". The wording of this clause shows that flag recognition is still limited by the phrase "for the purposes of this treaty". In some treaties there is no reference to the place where the vessel may be found: "Vessels under the flag of either party and carrying the papers

required by its law in proof of nationality, shall be deemed to be vessels of that party". Under this type of treaty a vessel is regarded as having the nationality of the state whose flag it lawfully flies, without any reference to the question of who owns it or by which country's nationals it is manned or where it was built. This principle was declared in the second sentence of Article 5, para. 1. of the Geneva Convention on the High Seas 1958: "Ships have the nationality of the State whose flag they are entitled to fly." The same statement was made in Article 91 of the UNCLOS 1982.

Under the UNCLOS 1982, Article 92 prohibits double nationality, and thus double registration must be avoided, in order to ensure that a ship does not fall under the jurisdiction of more than one state.⁽³⁾

4. KINDS OF REGISTRATION LAW

As stated above, by Article 5 of the 1958 Geneva Convention on the High Seas "Each State shall fix the conditions for the grant of its nationality to ships, for the registration of ships in its territory, and for the right to fly its flag..."⁽⁴⁾ Before the 1986 United Nations Convention on Conditions for Registration of Ships this Convention was the only international treaty governing the issue of ship registration and nationality.

The matter of fixing the conditions of registration of ships lies within each state's exclusive competence. This principle, which was set out in Article 5, also found substantiation in the opinion of the Permanent Court of Arbitration at The Hague in the *Case of the Muscat Dhows: Great Britain v. France*. This case was about the legality of granting the right to fly the French flag to dhows⁽⁵⁾ which were owned by subjects of the Sultan of Muscat. By using the French flag the subjects of the Sultan could evade the regulations and inspection of Muscat. Great Britain contended that France's rights were restricted by a treaty of 1892. And the dhows, being owned by the subjects of Muscat, should fly the British flag. The court before dealing with the question whether France's rights were limited by treaty provisions, proclaimed the right of a state to grant its nationality to such ships and stated as follows: "Whereas, generally speaking, it belongs to every sovereign to decide to whom he will accord the right to fly his flag and to prescribe the rules governing such grants, and whereas therefore, the granting of the french flag to subjects of His Highness the Sultan of Muscat in itself constitutes no attack on the independence of the Sultan... for these reasons the Court decides and pronounces as follows: Before the second of January 1892, France was entitled to authorise vessels belonging to subjects of His Highness the Sultan of Muscat to fly the French flag, only bound by own legislation and administrative rules..."

In the court's view the execution of the state's rights with regard to granting nationality to ships could be restricted only by way of a treaty. This case is accepted as a leading case which supports the principle of international law that each state decides what conditions it will impose for the registration of its vessels under its flag.

Since each state has the duty to register ships according to its own national law, the law of registration of ships which brings with it the definition of ownership differs from state to state. There are as many variations of the law as there are states registering ships. By examining different states laws it becomes clear that there are three distinct schools of thought with regard to prescribing conditions for registration of merchant vessels:

(1) Rigid law of registration: this group believes in firmly tying the ship to the registering state. Un-

der its requirements a ship must be built in national shipyards, manned by captain and crew of its nationality, and its ownership should be substantially, if not entirely, national. Examples are Japan, Portugal.

(2) The relaxed view: relaxed law does not impose any conditions for registration. It permits foreign nationals to register ships within national territories almost on the same basis as their own nationals. Examples are Liberia, Panama.

(3) The balanced group: this group insists on ownership being in national hands on a majority basis at least. But it does not impose any other requirements concerning crew or other matters. An example is the United Kingdom.

New Words and Expressions

mediaeval	<i>adj.</i>	中世纪的, 中古的
Charles II		查理二世(于 1600 ~ 1685 为英王)
statute	<i>n.</i>	成文法
privilege	<i>n.</i>	特权, 特殊的利益
dominion	<i>n.</i>	领土, 统治
high seas		公海
exclusive economic zone		专属经济区
territorial sea		领海
internal water		内水
archipelagic	<i>adj.</i>	群岛的
coastal	<i>adj.</i>	沿海的
land-locked state		内陆国
overflight	<i>n.</i>	飞越
pipeline	<i>n.</i>	管道
access	<i>n.</i>	通过, 进入
abuse	<i>vt.</i>	滥用
sovereignty	<i>n.</i>	主权, 统治权
void	<i>adj.</i>	无效的
collateral	<i>adj.</i>	附属的
inherent	<i>adj.</i>	内在的, 固有的
abstract	<i>adj.</i>	难解的, 深奥的
Paraguay	<i>n.</i>	巴拉圭
substantiation	<i>n.</i>	根据, 证实
Sultan	<i>n.</i>	苏丹
subject	<i>n.</i>	国民
Muscat	<i>n.</i>	马斯喀特(阿曼首都)
evade	<i>vt.</i>	规避, 逃避
proclaim	<i>vt.</i>	宣告, 公布
His Highness		殿下

Notes to the Text

(1) UNCLOS:《联合国海洋法公约》, 其第 87 条规定了公海自由。该条第 1 款规定, 公海对所有国家开放,

不论其为沿海国或内陆国。公海自由包括:(a)航行自由;(b)飞越自由;(c)铺设海底电缆和管道的自由,但受第六部分的限制;(d)建造国际法所容许的人工岛屿和其他设施的自由,但受第六部分的限制;(e)捕鱼自由,但受第二节规定条件的限制;(f)科学研究的自由,但受第六和第十三部分的限制。

(2)Registration is generally...nationality: The concept of registration is closely related to nationality but it is not necessarily synonymous with it. The nationality of a ship refers to the State which has authority and responsibility over, and in respect of, the ship, with the flag symbolizing the State of nationality in each case. Registration, however, is the act by which this nationality is conferred on the ship. In international texts and treaties the terms "registration" and "nationality" are often apposed. Thus, in the United Nations Convention on the Law of the Sea the ships of a State are referred to alternately by the expressions "vessel of its registry", "vessel flying its flag" or "vessels having the nationality".

(3)Under the UNCLOS...more than one state:《联合国海洋法公约》第92条第2款规定,悬挂两国或两国以上国旗航行,并视方便而换用旗帜的船舶,可视为无国籍船舶。

(4)As stated above...the right to fly the flag:1958年《日内瓦公海公约》第5条规定,各国应确定对船舶给予国籍、船舶在其领土内进行登记及船舶悬挂其国旗的权利的条件。船舶具有其悬挂的国旗所代表国家的国籍。国家和船舶之间必须有真正的联系;特别是国家必须对悬挂其国旗的船舶有效地行使行政、技术及社会事项上的管辖和控制。

(5)The dhows:指阿拉伯人建造的一类船舶,200~500吨,往返于印度洋和红海之间。

第二节 船舶担保物权(Security Rights on Ships)

1. MARITIME LIENS⁽¹⁾

A lien in the general law arises when some person with a claim against another is in possession of that other person's property. There are a limited number of occasions when he is entitled to retain possession of the property until he is paid.

Maritime liens are ancient shipping law devices. The maritime lien is a right which springs from general maritime law and is based on the concept that the ship (personified) has itself caused harm, loss or damage to others or to their property and must itself make good that loss. Maritime liens are intertwined with the equally ancient in rem procedure.⁽²⁾ Whether in rem procedure exists because of maritime liens or vice versa⁽³⁾ is not clear. However, maritime liens arise, like all liens, by operation of law and give rise in the holder to a claim which may be enforced against the property over which the lien is held.

Maritime liens arise in four broad sets of circumstances. They arise upon the rendering to a vessel of salvage services. They arise in respect of claims by master or crew for unpaid wages, or similar claims. They arise upon disbursements: that is claims made in respect of necessities ordered by the master to ensure the continued running of the vessel. Disbursements, since the advent of modern systems of communication, which enable suppliers to contact the owners with great ease, are of less importance than they used to be⁽⁴⁾. Finally, collisions give rise to maritime liens.

A maritime lien creates a right in the vessel which belongs to the holder as soon as the event occurs which creates it⁽⁵⁾; that is, as soon as the salvage service is rendered, the money owed on a disbursement or for wages or the collision has occurred. In such circumstances it is said to create an inchoate right in

the vessel—that is, an incomplete right, made complete by proceedings in rem. Once in existence, however, even in this inchoate form, it is unaffected by any disposition of the vessel, even to buyers who take without notice of the maritime lien.

Although a maritime lien is a privileged claim on a ship, or on her cargo, or on either both of these and the freight, in respect of service done to, or injury caused them, a maritime lien cannot generally exist in respect of a foreign state-owned vessel or a vessel compulsorily requisitioned for public purposes by a sovereign State. But where a vessel owned by a foreign State is engaged in ordinary travelling, no immunity will be granted to her.

Again, a maritime lien travels with the thing to which it attaches, into whosoever hands that thing may pass; it is in no way dependent on possession, as are the other liens we have mentioned⁽⁶⁾. It is inchoate from the moment the claim or privilege attaches and when called into effect by the legal process of a proceeding in rem, relates back to the period when it first attached. Further, a maritime lien attaches and remains effective even if only pronounced by a foreign court.

Maritime liens, if not properly discharged by the owner of the property affected, are enforced by proceedings in rem; if necessary, the Court will order the property charged to be sold.

Maritime liens which arise *ex delict* (i.e. as a result of damage done by the thing affected) generally rank before those arising *ex contract* (e.g. in respect of bottomry bonds or salvage), since a sufferer has no option, whereas those who render services take the risk of subsequent claims attaching. But the lien of subsequent salvors has priority over a damage lien of earlier date, because the salvors have preserved the property for the benefit of the earlier lien.

Where there is more than one lien arising *ex delict*, it seems that, if A obtains judgment before B institutes his action, A will have priority; but that, apart from such a case, the several claimants rank *pari passu* with each other.

In some cases there is a statutory right to arrest a ship. For example, where there is a claim for towage or salvage, or where goods or materials have been supplied to a ship for her operation or maintenance, or where there is a dispute as to the ownership of a ship, or where there is a claim by the master or seamen for wages earned, the Court may arrest the ship or a ship in the same ownership until the dispute is determined.

The object of arresting the ship is, of course, to secure her continued presence⁽⁷⁾ and to prevent her from slipping away. The right does not, strictly speaking, give rise to a lien, though it is sometimes so described. It should be noted that any maritime liens attaching to the ship at the time of her arrest have priority over the claim for which she was arrested.

2. MORTGAGES

Briefly defined a mortgage could be said to be “any charge by way of lien on any property for security money or money’s worth”. It is the creation of a charge or encumbrance in favour of the lender of money by the person wishing to borrow. Indeed, it is the essence of a mortgage that it is something more than a mere personal covenant.

Many shipowners in this, and indeed in any day and age are undercapitalized and mortgages on their vessels is a recognized method of raising finance. The word "mortgage" which is said to derive from the Latin *mortuum vadium* (a dead pledge), could be said to be a "three-in-one" word since it covers the triple idea of the mortgage loan or transaction, the mortgage deed or document and the rights generally conferred by the document upon the lender of the money.

Thus a shipowner who wishes to obtain money may do so by borrowing money on the security of his ship, giving the person who is prepared to lend him the money an interest in the ship as security for the loan. The shipowner (the borrower) is known as the mortgagor and the person lending the money is known as the mortgagee. It is well to know at the outset that a mortgagee incurs no liabilities to third parties since the mortgagor remains the owner of the ship or the shares in it.

The mortgagor or owner is free to continue operating and trading the vessel as a profit-making possession provided that he does not act in such a way as to jeopardize or put at risk the ship as security for the mortgage loan and thus prejudice the mortgagee's position. The importance of the doctrine of the "ship as security" is emphasized by the custom and practice of every mortgage containing a personal covenant by the mortgagor to repay the loan and the equally obvious fact that such a covenant might be of little practical value to the mortgagee. However, even as security a vessel is not, as we shall see, an ideal form of security, one reason being that certain privileged claims can rank against the vessel in priority before those of a mortgagee. A second reason is that, being a floating object, it will disappear from and escape out of the jurisdiction of the courts whose aid the mortgagee may be entitled to seek. A third reason for the precarious nature of a ship as security is its permanent exposure to partial damage or even total destruction through the perils of the seas. Lastly, it is also worth noting that if a further advance is given on the same security and a second independent mortgage has been effected and registered in the intervening period the latter may rank ahead of any further advance on the first mortgage.

A mortgage may be created to secure a current account and upon which a further extension of credit is given to the mortgagee after the intervening registration of an independent mortgage on the same security. Some argue that the further advance/extension of credit should rank even before the subsequently created but prior registered other mortgage. Even this, however, would appear to be caught by the "notice" rule which is the whole essence of registration, and every mortgagee whether he has actual notice or not, is deemed to have notice of a previously registered mortgage and before extending credit even under the current account would be prudent to examine the register closely.

The property which may be the subject matter of a mortgage or hypothec must be specified; such property would include the vessel, her machinery, appurtenances and spare parts existing on board or if ashore, appropriated to the vessel, such as a spare shaft or a spare propeller.

New Words and Expressions

lien

n.

留置权

derive from

来源于, 来自于

personify	v.	使人格化,拟(某物)为人
intertwine	v.	使缠结,使缠绕在一起
disbursement	n.	支出的费用,付出的款
advent	v.	出现,到来
ease	v.	方便,容易
inchoate	adj.	不完全的,初期的
disposition	n.	转让,出售,安排,处理
requisition	n.	要求,征用
attach	v.	附属,隶属
mortgage	n.	抵押权(船舶抵押权)
charge	n.	抵押
encumbrance	n.	(在不动产上设定的)债权(抵押权)
covenant	n.	契约,保证
undercapitalize	v.	(对...)投资不足
a dead pledge (mortgage, vadium)		抵押的一种,即抵押物的收益或租金不用于债务清偿的抵押
deed	n.	契约,证书
mortgagor	n.	抵押人
mortgagee	n.	抵押权人
at the outset		从开头时
jeopardize	v.	使受危险,危害
precarious	adj.	不确实的,不安全的,危险的
accurent account		往来账户
hypothec	n.	质押权(不转移财产占有权的)
appurtenance	n.	附属物,配件

Notes to the Text

(1) Maritime liens: 船舶优先权。

(2) in rem procedure: 对物诉讼程序。

(3) vice versa: (拉)反过来。

(4) Disbursements, since the advent of modern systems of communications, which enable suppliers to contact the owners with great ease, are of less importance than they used to be: 由于现代化的通信设备使得供应者很容易地和船东取得联系,因此,因船舶操纵所支付费用这一问题就不那么重要了。

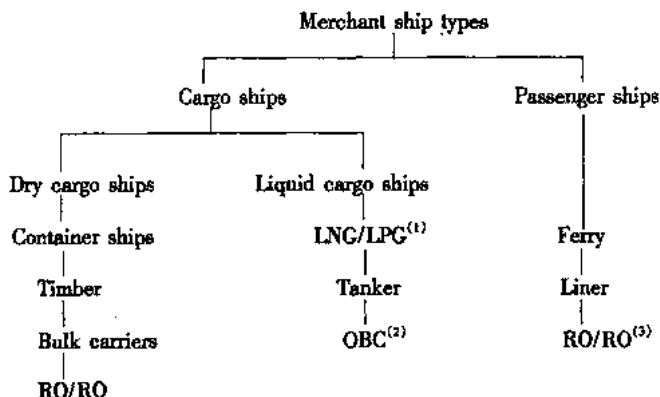
(5) A maritime lien creates a right in the vessel which belongs to the holder as soon as the event occurs which creates it: 产生船舶优先权的事件一经发生,船舶优先权就在属于船东的船舶上产生一种权利。

(6) Again, a maritime lien travels with the thing to which it attaches into whosever hands that thing may pass; it is in no way dependent on possession, as are the other liens we have mentioned: 船舶优先权总是跟随它所依附的物,这种权利随着它所依附的物转移而转移。船舶优先权就像我们所提到的其他的优先权一样绝不取决于占有权。

(7) continued presence: 继续存在。

第三节 船舶与货物 (Ships & Cargoes)

Merchant ships can be designed as follows :



Special duty vessels include the following types:

Tugs—Tugs are of four basic types: (i) river, (ii) harbour, (iii) coastal, (iv) ocean-going.

Tugs must be stable in all conditions, manoeuvrable and have sufficient power.

Icebreakers—They are important, because northern ports and channels freeze in winter. But Ships must use these ports all the year round, therefore it is necessary to keep them open.

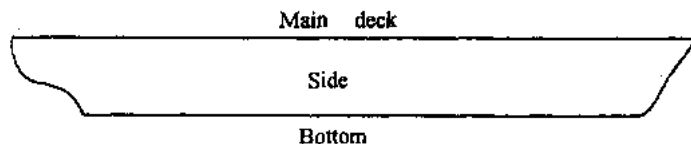
Dredgers—Dredgers remove sand and mud from channels and harbours. Dredgers are of three main types, they can be either bucket dredgers, suction dredgers or grab dredgers. \ ; Lightships—Lightships look like ordinary ships BUT no engine. They are usually towed to position and anchored. Lightships not only have a light, but also a foghorn, a radio beacon and meteorological equipment.

Lifeboats—Lifeboats are of many types. Lifeboats must be strong, stable and manoeuvrable and their crew must be well trained.

Pilot launches—Pilot launches must be seaworthy as pilots go out in all weathers.

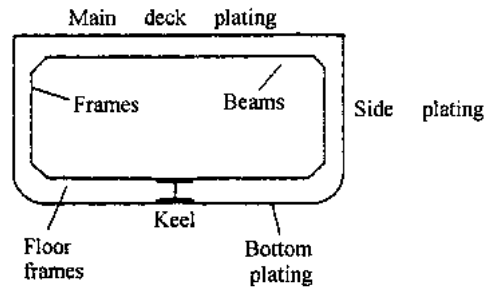
1. TERMS RELATING TO THE HULL

The main part of a ship is the hull. This is the area between the main deck, the sides and the bottom.

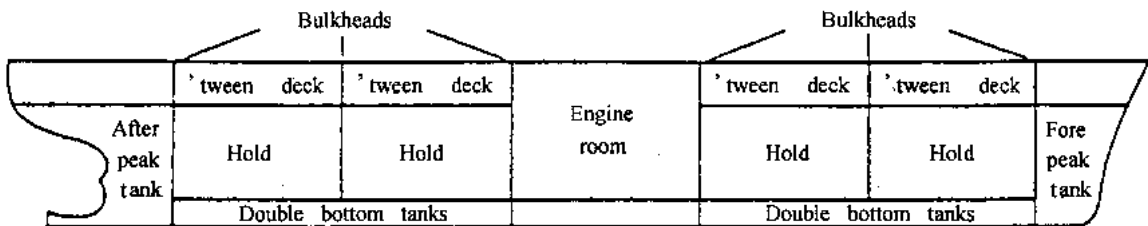


It is made up of frames covered with plating.

The hull is divided up into a number of watertight compartments by decks and bulkheads. Bulkheads are vertical steel walls going across the ship and along. Decks divide the hull horizontally. Those dividing up cargo spaces are known as 'tween decks. The hull contains the engine room, cargo space and a number of tanks. In dry cargo ships the cargo space is divided into holds, in liquid cargo ships it is divided into



tanks. At the fore end of the hull are the fore peak tanks and at the after end are the after peak tanks. They are used for fresh water and water ballast. The space between the holds and the bottom of the hull contains double bottom tanks. These are used for ballast water and fuel.



2. DIFFERENT TYPES OF CARGO

Merchant ships are designed to carry cargo. This cargo may be divided into two basic types; bulk cargo and general cargo. Bulk cargo consists of a single commodity. This commodity is usually carried loose. General cargo consists of a variety of goods. These goods are packed separately. Bulk cargo is carried in specially designed vessels, therefore stowage presents few problems. With general cargo stowage presents many problems, because each item has its own type of packaging and characteristics.

Bulk cargo can be divided into liquid or dry bulk cargo. Liquid bulk cargo is carried in tankers. Most tankers are designed to carry crude oil or its refined products, such as fuel oils. The oil is carried in tanks. These are connected by a system of pipes to a central manifold. The cargo is pumped on board at the loading port by shore pumps. At the discharging port the ship pumps the oil ashore using her own pumps. Dry bulk cargo is carried in bulk carriers. The cargo is carried in self-trimming holds. Dry bulk cargo includes grain, iron-ore, coal and sugar. It is loaded automatically by buckets on a conveyor belt system or through large tubes. Although the cargo stows itself, it is important to maintain the ship's stability and to make sure that the cargo will not move during the voyage. Dry bulk cargo is unloaded by huge grabs or cranes or by giant suction tubes.

General cargo can be divided into containerized, non-containerized and refrigerated cargo. Non-containerized cargo presents most stowage problems, because each commodity has its own type of packaging and characteristics. Goods may be in bags, bales, cases or steel drums. Individual pieces of machinery may not be packaged at all. Some cargoes such as tobacco and rubber have a strong odour and will taint delicate cargoes such as tea and rice. Other cargoes such as cement and fertilizers are dusty and leave a residue behind them. Heavy cargoes must not be stowed on top of fragile cargoes. This can cause problems if

the heavy cargo has to come out first. General cargo is loaded by cranes and the ship's own derricks. Non-containerized cargo is carried in multi-deck vessels. To help with the problem of stowage many types of general cargo are now being put into containers of standard dimensions. A container is 8 feet high and 8 feet wide (2.44m × 2.44m) and is usually 20 feet or 40 feet (6.1m or 12.2m) in length. They are carried in specially designed container ships and loaded and unloaded by special cranes from the quayside. The containers are stowed both above and below deck. Perishable cargoes such as meat, fruit and dairy produce are carried in ships with refrigerated holds. These holds are designed to keep food at the correct temperature. Some food such as fish is frozen solid, other food such as fruit is only chilled. Mutton and lamb are stowed fore and after, beef when chilled is hung on hooks. Eggs and butter are easily tainted. Fruit needs good ventilation. Refrigerated cargo is loaded by cranes and derricks.

New Words and Expressions

cargo ship		货船
container ship		集装箱船
ferry	<i>n.</i>	渡船
timber(ship)	<i>n.</i>	木材船
bulk carrier		散装船
icebreaker	<i>n.</i>	破冰船
dredger	<i>n.</i>	挖泥船
bucket dredger		斗式挖泥船
suction dredger		吸扬式挖泥船
grab dredger		抓斗式挖泥船
lightship	<i>n.</i>	灯船
foghorn	<i>n.</i>	雾角, 雾号
radio beacon		无线电指向标
meteorological	<i>adj.</i>	气象的
lifeboat	<i>n.</i>	救生艇
pilot launch		引航船
frame	<i>n.</i>	肋骨
deck plating		甲板板, 钢甲板
beam	<i>n.</i>	型宽
bottom plating		底板
main deck		主甲板
bulkhead	<i>n.</i>	舱壁
tween deck		二层甲板
engine room		机舱
fore peak tank		艏尖舱
double bottom tank		双层底舱
bulk cargo		散装货
general cargo		件杂货
loose	<i>adj.</i>	散放的, 散装的
manifold	<i>n.</i>	集合管, 总管