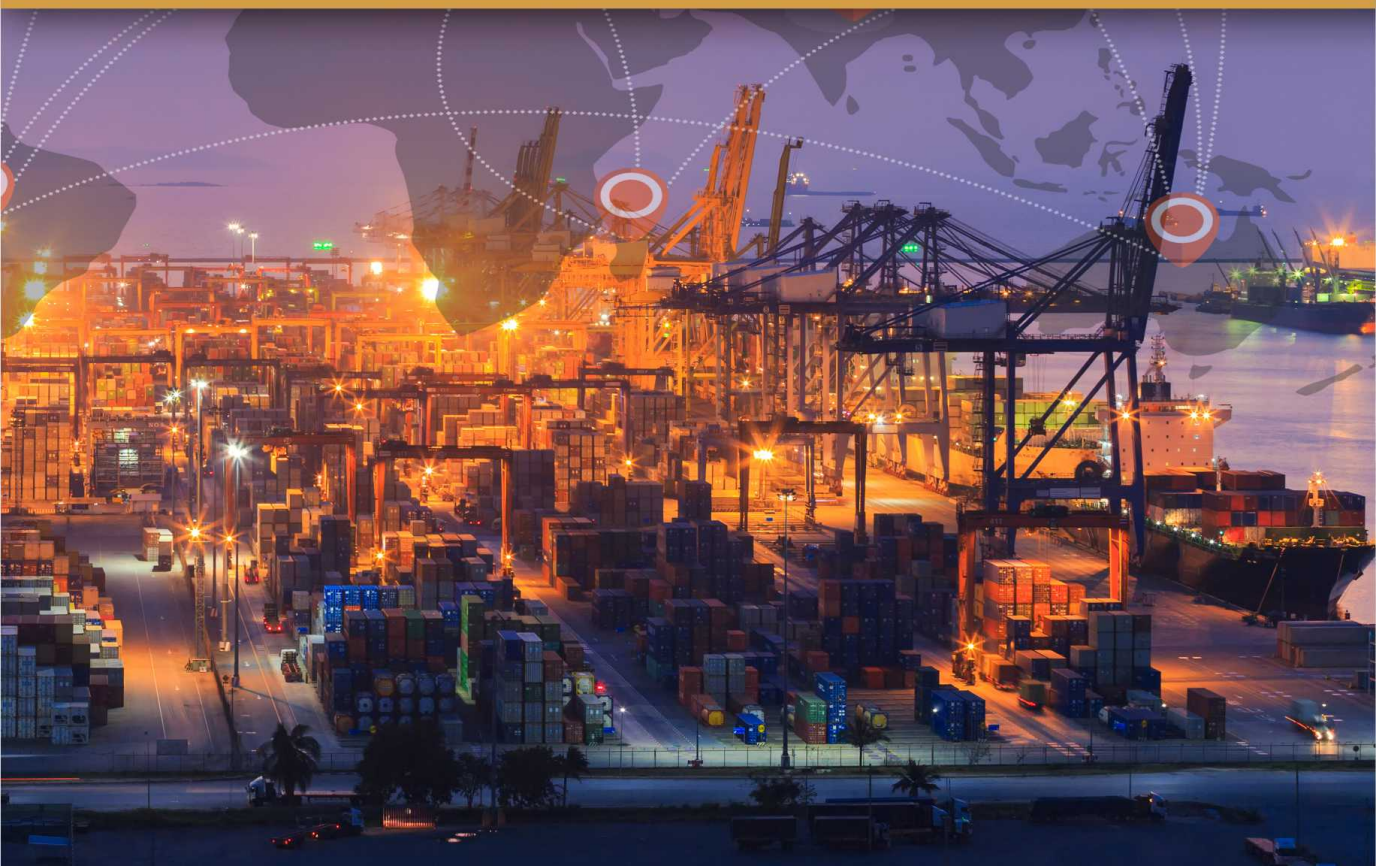


BUKU AJAR **ENGLISH** — **FOR** — **SHIPPING MANAGEMENT** **STUDENTS**

Yuniar Ayu Hafita, S.Pd., M.Pd.
Agus Sulistiono, S.Pd., M.Pd.



BUKU AJAR

ENGLISH FOR SHIPPING
MANAGEMENT STUDENTS

UU No 28 tahun 2014 tentang Hak Cipta

Fungsi dan sifat hak cipta Pasal 4

Hak Cipta sebagaimana dimaksud dalam Pasal 3 huruf a merupakan hak eksklusif yang terdiri atas hak moral dan hak ekonomi.

Pembatasan Pelindungan Pasal 26

Ketentuan sebagaimana dimaksud dalam Pasal 23, Pasal 24, dan Pasal 25 tidak berlaku terhadap:

- i. Penggunaan kutipan singkat Ciptaan dan/atau produk Hak Terkait untuk pelaporan peristiwa aktual yang ditujukan hanya untuk keperluan penyediaan informasi aktual;
- ii. Penggandaan Ciptaan dan/atau produk Hak Terkait hanya untuk kepentingan penelitian ilmu pengetahuan;
- iii. Penggandaan Ciptaan dan/atau produk Hak Terkait hanya untuk keperluan pengajaran, kecuali pertunjukan dan Fonogram yang telah dilakukan Pengumuman sebagai bahan ajar; dan
- iv. Penggunaan untuk kepentingan pendidikan dan pengembangan ilmu pengetahuan yang memungkinkan suatu Ciptaan dan/atau produk Hak Terkait dapat digunakan tanpa izin Pelaku Pertunjukan, Produser Fonogram, atau Lembaga Penyiaran.

Sanksi Pelanggaran Pasal 113

1. Setiap Orang yang dengan tanpa hak melakukan pelanggaran hak ekonomi sebagaimana dimaksud dalam Pasal 9 ayat (1) huruf i untuk Penggunaan Secara Komersial dipidana dengan pidana penjara paling lama 1 (satu) tahun dan/atau pidana denda paling banyak Rp100.000.000 (seratus juta rupiah).
2. Setiap Orang yang dengan tanpa hak dan/atau tanpa izin Pencipta atau pemegang Hak Cipta melakukan pelanggaran hak ekonomi Pencipta sebagaimana dimaksud dalam Pasal 9 ayat (1) huruf c, huruf d, huruf f, dan/atau huruf h untuk Penggunaan Secara Komersial dipidana dengan pidana penjara paling lama 3 (tiga) tahun dan/atau pidana denda paling banyak Rp500.000.000,00 (lima ratus juta rupiah).

BUKU AJAR

ENGLISH FOR SHIPPING MANAGEMENT STUDENTS

Yuniar Ayu Hafita, S.Pd. M.Pd.

Agus Sulistiono, S.Pd., M.Pd.



BUKU AJAR
ENGLISH FOR SHIPPING MANAGEMENT STUDENTS

Penulis :
Yuniar Ayu Hafita, S.Pd., M.Pd.
Agus Sulistiono, S.Pd., M.Pd.

Copyright © 2020, Pada Penulis
Hak cipta dilindungi undang-undang
All rights reserved

Penata Letak: Titis Yuliyanti

Perancang sampul: Rulie Gunadi

Penerbit:
LARISPA INDONESIA
Jl. Sei Mencirim Komplek Lalang Green Land I Blok C No. 18 Medan
Kode Pos: 203522 Medan
Telp: (061) 80026116/ 8002 1139
Laman: www.larispaspa.or.id / www.larispaspa.com

Edisi Pertama. 2020

ISBN : 978-602-6552-52-5

Dicetak oleh:
PENERBIT DEEPUBLISH
(Grup Penerbitan CV BUDI UTAMA)
Anggota IKAPI (076/DIY/2012)
Jl.Rajawali, G. Elang 6, No 3, Drono, Sardonoarjo, Ngaglik, Sleman
Jl.Kaliurang Km.9,3 – Yogyakarta 55581
Telp/Faks: (0274) 4533427
Website: www.deepublish.co.id
www.penerbitdeepublish.com
E-mail: cs@deepublish.co.id

KATA PENGANTAR

Bahasa Inggris dalam bidang pelayaran berbeda dengan Bahasa Inggris pada umumnya. Seperti halnya Bahasa Inggris untuk peserta didik program studi Manajemen Transportasi Laut. Mata kuliah Bahasa Inggris merupakan salah satu mata kuliah yang disyaratkan dalam kurikulum pendidikan dan pelatihan di bidang pelayaran. Dengan mempelajari bahasa inggris, para peserta didik diharapkan dapat mengimplementasikan *English for Shipping Management*. Hal ini tentunya akan bermanfaat bagi mereka dalam dunia kerja kelak.

Buku ini ditulis untuk membekali para peserta didik dalam penguasaan *English for Shipping Management*. Pokok bahasan yang meliputi *Cargo Damage and Claims, Shipping Procedures, Cargo Procedure, Bill of Lading, Charter Parties, Notice of Readiness, Sea Protest, Procedure on Arrival at Port, Procedure on Departure*, dan *Marine Insurance*. Penulis melihat pentingnya pokok bahasa tersebut sebagai isi dari buku ini yang nantinya diharapkan dapat dikuasai oleh peserta didik sebagai professional yang akan bekerja di di bidang pelayaran. Komunikasi dan dokumentasi di kepelabuhanan adalah hal krusial dalam menunjang keselamatan pelayaran. Buku ini dapat memfasilitasi mereka dalam mempelajari Bahasa Inggris.

Akhirnya, ucapan terima kasih dan penghargaan penulis sampaikan kepada pihak-pihak yang telah memberikan kontribusinya dalam mewujudkan buku ini. Penyempurnaan

maupun perubahan buku di masa mendatang senantiasa terbuka dan dimungkinkan mengingat akan perkembangan teknologi dan pengetahuan di bidang mariitim. Harapan penulis tidak lain bahwa buku ini dapat memberikan manfaat.

Tim Penulis

YUNIAR AYU HAFITA, S.Pd., M.Pd.

AGUS SULISTIONO, S.Pd., M.Pd.

DAFTAR ISI

KATA PENGANTAR	v
DAFTAR ISI	vii
UNIT 1 CARGO DAMAGE AND CLAIMS	1
A. LEARNING OBJECTIVES	1
B. TEXT	1
C. QUESTIONS.....	6
D. EXERCISE.....	7
UNIT 2 SHIPPING PROCEDURES.....	12
A. LEARNING OBJECTIVES	12
B. TEXT	12
C. QUESTIONS.....	15
D. EXERCISES	16
UNIT 3 CARGO PROCEDURE (RECEIVING)	21
A. LEARNING OBJECTIVES	21
B. TEXT	21
C. QUESTION.....	24
D. EXERCISE.....	25
UNIT 4 CARGO PROCEDURE (DELIVERING).....	29
A. LEARNING OBJECTIVES	29
B. TEXT	29
C. QUESTION	31

	D. EXERCISE.....	32
UNIT 5 (a)	BILL OF LADING	40
	A. LEARNING OBJECTIVES.....	40
	B. TEXT.....	40
	C. QUESTION	42
	D. EXERCISE.....	43
UNIT 5 (b)	BILL OF LADING	56
	A. LEARNING OBJECTIVES.....	56
	B. TEXT.....	56
	C. QUESTION	60
	D. EXERCISE.....	60
UNIT 6	CHARTER PARTIES	64
	A. LEARNING OBJECTIVES.....	64
	B. TEXT.....	64
	C. QUESTION	68
	D. EXERCISE.....	68
UNIT 7	NOTICE OF READINESS.....	74
	A. LEARNING OBJECTIVES.....	74
	B. TEXT.....	74
	C. QUESTION	78
	D. EXERCISE.....	79
UNIT 8	SEA PROTEST.....	84
	A. LEARNING OBJECTIVES.....	84
	B. TEXT.....	84

C. QUESTION	91
D. EXERCISES	91
UNIT 9 (a) PROCEDURE ON ARRIVAL AT A PORT	96
A. LEARNING OBJECTIVES	96
B. TEXT	96
C. QUESTION	100
D. EXERCISE.....	101
UNIT 9 (b) PROCEDURES ON DEPARTURE	
(CLEARANCE OUTWARDS)	106
A. LEARNING OBJECTIVES	106
B. TEXT	106
C. QUESTION	109
D. EXERCISE.....	109
UNIT 10 MARINE INSURANCE	113
A. LEARNING OBJECTIVE.....	113
B. TEXT	113
C. QUESTION	115
D. EXERCISE.....	116
REFERENCES	121
BIOGRAFI PENULIS	122

UNIT 1

CARGO DAMAGE AND CLAIMS

A. LEARNING OBJECTIVES

In this unit, students are expected to;

1. Understand the vocabulary on cargo damage and claims
2. Apply the vocabulary on cargo damage and claims
3. Write claims correctly

B. TEXT

Read the text below and answer the following questions!

DAMAGE BY TEMPERATURE

Some commodities may be affected by temperature fluctuations (which may cause condensation, or accelerate deterioration) or extremes of temperature which may shorten the "shelf life" of the commodity, or even change its chemical composition. Some commodities are so susceptible to temperature change or the degree of temperature at which they may be carried, that controlled temperature may be a requirement. Some commodities are liable to spontaneous heating, which would include:

1. Coal with accompanying escape of marsh gas increases the risk or explosion, also loss of calorific value.
2. Rice, oats, maize, oil seeds and other grain especially if shipped in an unripe condition, give off a great deal of

moisture, causing sweat damage to the grain as well as to other goods in the vicinity.

3. Fine seeds heat and germinate if stowed in a badly ventilated space or where moisture gets at them.
4. Oil cake and tobacco become soft, stale and mouldy.
5. Hay, wool, pepper, cocoa if wet or damp, very liable to spontaneous combustion, sweat damage and deterioration.

Nuts, beans peculiarly liable to heat, sweat and deterioration.

Commodities which are subject to damage due to heating should be stowed away from local sources of heat, i.e. away from engine and boiler room bulkheads and casings, and apart from wet goods to avoid increasing the evaporation of the liquid contents of the latter. If the cargo is in containers, stowage on board and ashore should be protected from direct sunlight.

CARGO MIXTURES

Claims of this class are mostly in respect of bulk grain and seed cargoes, but heavy claims may be paid for other mixtures such as china clay and silver sand, seeds with jaggery, oil with ore, charcoal with sugar, broken and unbroken coke, pulp with fibres, plastic granules with rice, etc. Such mixtures may also occur in spite of packaging, e.g. plastic granules infiltrating bags of rice. To avoid damage and loss of this kind, careful regard should be given to:

1. Overstowing: goods should be selected for stowing on or over others with a view to eliminating or minimising the risk of such mixtures, avoiding where possible, such stowage as bagged

seeds over jaggery, powdery goods over sugar or seeds, oil over ores, plastic granules over bagged rice, etc.

2. Separations: when different lots of bulk grain, etc., or bagged goods are carried, the contents of which are liable to mix as a result of torn packages or of sifting, they should be separated in such a manner as to preclude mixture and facilitate the collection of "sweepings" from the top cargo before disturbing the stow below.

RUST DAMAGE

Due mainly to moisture, rain, fresh or salt water, and sweat (and the presence of oxygen) rust is a corrosion producing red discolouration and, in certain circumstances, heavy pitting. The moisture causing the rust may be introduced by: leakage, other cargo, packaging, green timber (dunnage), rain (when ashore, or when the hatches are open), or even the ventilation itself. Processed steel may suffer irreparable damage if rust is permitted to gain a hold. Canned goods spotted with rust, or worse, may lose much of their value to the consumer. Goods liable to damage by rust should not be stowed in the same compartment or container with cargo, packaging or dunnage which is liable to give off moisture. Ventilation may be a requirement, but as mentioned above, it could on occasion aggravate the situation.

PILFERAGE BROACHING CARGO

In order to protect the ship from blame and responsibility for pilferage occurring on shore the greatest vigilance by the Ship's

Officers is necessary. Incoming cargo should be carefully examined which is best done on the dock or wharf rather than on board and every unsound or suspicious package rejected until its contents have been ascertained. When discharging, clean receipts for all packages delivered should be demanded except, of course, for those actually found to be short of contents. To guard against pilferage and broaching on board ship, the Ship's Officers should organise a close watch on the holds and other cargo liable to be broached. When many holds containing broachable cargo are being worked, responsible ship's personnel (and where necessary special shore watchmen) should be employed in watching cargo.

RATS AND MICE

A rat consumes approximately its own weight in food per week, but the mischief, unfortunately does not end there. In the interests of health as well as the preservation of cargo from rat damage the fumigation of holds, peaks and accommodation generally is at times essential. Except when plague is suspected machinery and boiler rooms are not included. It has to be borne in mind however, that whilst "deratisation" by fumigation, or otherwise, may destroy all rats when on board its efficacy is only temporary and that, in the absence of proper safeguards, the ship may quickly become rat infested again.

SMALLER VERMIN

Certain commodities are liable to introduce vermin in the ship, the presence or ravages of which may prove costly. Bales of rags, unless thoroughly fumigated, often harbour lice and other insects

which, in turn are carriers of certain diseases. This class of cargo should not be received on board unless accompanied by a reliable sanitary certificate, which in most cases requires to be endorsed by the consul of the country of destination. Certain tropical woods more especially the kind used for dunnage are apt to harbour the white ant a most destructive insect capable of causing serious damage to certain kinds of goods, wood fittings, etc. Timber dunnage from temperature regions may harbour eggs or larvae, so that some countries (particularly Australasia), have developed strict, safeguards and regulations to prevent the import of these insects.

MECHANICAL DAMAGE

Lowering heavy slings or drafts of cargo too fast on to cargo already in stowage may be responsible for damage, which often goes undetected until discharge. Similarly, forcefully dragging cargo out that is wedged by other cargo or even overstowed, may be another source of damage at the time of discharge. The use of cargo hooks may be indispensable in the handling of a large variety of break bulk commodities, but with bagged cargo, fine baled goods, hides, furs, roils of paper and matting, light packages, liquid containers, crates and the like, packages whose contents are exposed or unprotected, the use of cargo hooks may be productive of much mischief and claims; and should be strictly prohibited. Crow and pinch bars may also be indispensable to the sound stowage or breaking out of many classes of heavy packages, but their use should never be permitted when stowing barrels, other liquid containers, or with any other packages which are not

substantial enough to withstand damage from their use. While special lifting and handling gear may be used for certain types of cargo, the improper use of such equipment may damage the cargo or its packaging. Net slings are most useful with many kinds of small packages but if used with bagged stuff, light cases, etc., a great deal of damage may result. Similarly chain slings are indispensable for certain types of packages and useful for most classes of iron goods but the use of such with light cases, sheet iron, coils of copper, piping, sawn logs of valuable timber and other goods liable to buckling, fraying or marking by chain may be productive of damage or claims. Canvas or manmade fibre slings should be used for slinging bagged flour, coffee and light cargo, while the use of trays for certain classes of goods is much to be preferred to slinging by net or rope.

C. QUESTIONS

1. How does temperature affect certain cargoes, in particular coal, rice and oil seeds, tobacco, wool, copra, beans?
2. How should cargoes susceptible to temperature change be stowed?
3. What mixtures of cargo cause the majority of claims?
4. How can damages and losses from cargo mixtures be avoided
5. How does rust damage arise?
6. What is the basic requirement for avoiding and preventing rust damage?

7. How is pilferage or broaching of cargo prevented? What precautions should the cargo officer undertake?
8. Why are rats a great danger to the goods carried by sea?
9. What are some of the most important kinds of vermin and what kind of goods do they affect?
10. When should the holds be fumigated?
11. What are some of the major sources of mechanical damage to cargo?
12. How does the lifting gear and improper use of equipment affect the cargo?

D. EXERCISE

- **Comprehension and Vocabulary**

1) Fill in the missing words stating the kind of damage claimed:

MIXED UP – TAINTING – BROKEN – LEAKING –
DETERIORATION – HEAT – CHAFING – DAMAGE –
PILFERAGE - MECHANICAL DAMAGE

1. Despite our efforts the lots of steel have been loaded without regard to the order of B/L's and the parcels of different shippers have been consequently _____.
2. On taking delivery we found that 143 barrels were _____.
3. While discharging the cargo two cases fell down on the quay and were _____.
4. The cargo of butter was damaged because it was exposed to _____.
5. Dusty goods should not be stowed over goods which are susceptible to _____ by dust.

6. _____ damage is caused by toandfro motion arising from the vessel's motion in a seaway.
7. Cargo which gives off fumes or odours should never be stowed with fine goods or food stuffs as _____ damage may result.
8. To protect valuable cargo from _____ it should be stowed in special cargo lockers.
9. Because of the generator failure, all the frozen, chilled, and aircooled cargo suffered a great deal Of _____.
10. Goods which are shipped without packaging may be directly affected by _____.

2) Complete the following text with the words supplying the right forms in the case of verbs:

CONDITION – CARELESS – CAUSE – ATTENTION –
CRUSH – CLAIM – HOOK- DROP – PROTEST - DAMAGE –
LIABILITY

Dear Sirs,

I wish to draw your _____ to the fact that owing to negligent and handling by stevadores during discharge heavy _____ has been caused to the goods. Several boxes were _____ due to improper slinging and some boxes from the sling and were broken. As a result of _____ using a number of bags of wheat were badly torn causing considerable loss. Under the

circumstances I _____ against damage caused, because my vessel arrived in port with the cargo in good order and _____. Consequently I repudiate any _____ in view of the above damage, which was _____ solely by improper discharge.

Master.

- **Grammar**

1) Read the following sentences expressing the cause-result relationship and underline the part of the sentence indicating result:

1. Some commodities are so susceptible to temperature change that controlled temperature may be required.
2. Copra gives off a great deal of moisture thus affecting other commodities in the vicinity.
3. Different lots of bulk grain should be separated in such a manner as to preclude their mixture.
4. Timber dunnage from temperature regions harbour eggs or larvae so that strict safeguards and regulations have been developed against import of these insects.

2) Word Forms. Supply the right word from the brackets: (liable to, liable for; susceptible, susceptibility; deteriorate, deterioration)

1. Some cargoes such as beans and nuts are liable to _____.

2. Citrus fruit and other perishable cargoes _____ easily.
3. Special attention should be paid to coal and oil because of their _____ to combustion.
4. Coal is a commodity which is _____ to spontaneous heating.
5. Lightweight cargoes are particularly _____ to damage by crushing.
6. _____ to deterioration means the same as to deterioration.
7. Who was _____ the damage caused to the cargo?

3) Turn the sentences containing typical Verb + (object) Noun in this Unit (underlined) into passive:

1. We can avoid damage by a better securing of the cargo.
2. Wet dunnage may cause damage to the cargo in the vicinity.
3. Crated fruit can withstand damage from overstowing.
4. The ship will deliver the package in a sound condition.
5. The use of crowbars can damage both the cargo and its packaging.
6. We dragged the cargo stowed in the remote places of the hold by means of a tackle.
7. The consignees claim damages in the sum of 23,200 pounds sterling.
8. We have made a claim against the stevedoring company for the damage to the container.

Supply the missing Reposition

Dear Sirs,

Re.: 800 bags of urea under B/L No. 6

190 cases of light machinery

I wish _____ draw your attention _____ the fact that owing _____ the negligent and careless handling stevedores, during discharge _____ the above cargo, heavy damage has been caused _____ the goods.

Several cases were crushed owing _____ improper slinging and some boxes dropped _____ the sling and were broken. As a result _____ the use hooks a number _____ bags _____ urea were badly torn and considerable leakage and loss ensued.

_____ the circumstances I protest _____ the damages caused, as my ship has brought the cargo _____ good order and condition. Consequently, I repudiate any claims _____ connection _____ the said damage, which was caused solely inefficient discharge. _____ the same time I must hold the Stevedores responsible the above damage and _____ all the consequences that may arise there _____. Please advise the Stevedores, the Port Authority, the Consignees and all the concerned accordingly.

Yours faithfully

XY, Master of the m/s ZZ

UNIT 2

SHIPPING PROCEDURES

A. LEARNING OBJECTIVES

In this unit, students are expected to;

1. Understand the vocabulary on shipping procedures
2. Apply the vocabulary on shipping procedures
3. Write short accounts correctly

B. TEXT

Read the text below and answer the following questions!

The shipping procedure starts when cargo liner, operating on schedule voyages, at her terminal port, and the owners or agents have estimated the date when she will be ready to start loading for the next voyage.

Application is made to the Port Authority for a berth giving the date she will proceed alongside and later, when it is known, the actual time, particulars of draught, information regarding the tonnage and type of cargo she will work, and the maximum draught anticipated when loading has been completed.

The length of the ship is also required for placing her in relation to the cargo to be loaded, also for fuel and water supplies. Furthermore, it helps the Port Authority to make maximum use of berthing accommodation.

Directly the berth has been made known to the owners, agents or brokers, this information is then sent to the shippers concerned together with loading dates, and ports of destination. Ideally, the cargo should arrive at the berth five or six days before the ship docks or is ready to load. This period is generally known as "receiving days".

The procedure and documentation covering the despatch, receiving storing and shipping is, in principle, the same in most parts of the world although, of course, it can differ in detail.

Clearing and forwarding agents very often act on behalf of exporters. An invoice must be made out for each package and forwarded to the consignee at the receiving end. This shows the mark of the package, the number and description of each article together with the price, charges and the name of the carrier. Apart from its commercial value, this document is necessary in the event of loss or damage in transit to enable an assessment of the claim to be made. The exporter or his representative applies for shipping

At the appointed time, the goods are transported to the docks accompanied by a shipping note made out in duplicate, which is the wharfinger's authority to receive the goods and store them before shipment. This note gives details of marks, references, number and description of packages, weight, measurement and port of destination. Along with this note copies of the Shipping Order and Mate's Receipt are completed. The note is signed by the wharfinger and returned to the shipper, or his representative, who then lodges bills of lading with the shipowner or agent.

Each package making up a shipping consignment must be distinguished by mark which is known as the leading mark and is necessary for identification of the goods. All relevant documents must also bear this mark.

Each package is then recorded on a tally sheet against the respective leading mark and generally, at the same time, measured for computation of tonnage for the purpose of charging freight.

Freight is generally assessed on the weight or measure of cargo with variations, whichever is the greater. Freight is sometimes charged on the value of the goods instead of weight. This is known as Ad Valorem freight.

After each package has been tallied, measured and made up into slings on the wharf apron, it is then loaded aboard ship under the supervision of the chief officer or cargo officer. Cargo has to be stowed with due regard to the sequence of discharge in order to avoid demurrage and additional labour costs, which would be incurred if the goods destined for one port were overstowed by those for the next port of call.

Further, cargo should be distributed throughout the ship to facilitate speed of discharge. An additional point for consideration is the quantity and type of cargo in different holds. When the ship has completed loading specification of all cargo on board is prepared, and this is known as the ship's manifest. Copies of manifests are provided by the custom or consular authorities of the country of export and import. Separate manifests must be made out for each port of destination. The cargo plan shows in diagrammatic form the longitudinal section of the ship and each hold with its respective

decks, with main consignments marked off by coloured blocks related to each port of discharge.

When loading operations are completed the agent, or master of the vessel, applies for a clearance of the ship at the local Customs house. This clearance is not given until the Collector of Customs is satisfied that documentary evidence has been produced to testify that the cargo is in order, the necessary permits have been procured, and Customs formalities complied with. The officer issuing the clearance must also satisfy himself that harbour and light dues have been paid, and that emigration and port health regulations have been carried out.

On arrival at each port of call the respective cargo is discharged and received and stored by the appointed authority who, in turn, delivers it to the consignee on a bill when the freight has been paid. A bill of lading, being negotiable, is sometimes transferred to the consignee through a bank who will only release it after the freight and cost of the goods are settled.

C. QUESTIONS

1. What must be known before the shipping of goods by sea starts?
2. What information is given in the application to the port authority?
3. What are the "receiving days"?
4. Who often works on behalf of exporters?
5. What are the functions of the invoice?
6. What are the basic duties of the shipper?

7. What is the function of the Shipping Note, and what are the other two documents issued along with it?
8. When is the Bill of Lading lodged?
9. What is the "leading mark"?
10. What are the three bases for assessing freight?
11. What are the basic conditions for stowing cargo on board?
12. When is the Ship's Manifest prepared?
13. What is a cargo plan?
14. Where and when is the clearance applied for?
15. What conditions must be fulfilled before the Customs Clearance is issued to the ship?
16. When is the cargo delivered to the consignee?

D. EXERCISES

- **Comprehension and Vocabulary**

- 1) Here is a list of some of the major participants in the shipping procedure:

Ship owner, Shipper, Consignee, Port Authority, Stevedores, Custom House, Clearing/Forwarding Agents

Which of these are defined below:

No	Company Engaged In Loading/Discharge And Stowage Of Cargo On Board Ship.	Participants
1.	Company that operates, manages or owns vessels and undertakes the carriage of goods by sea.	
2.	a shipping agent or merchant that provides the goods and books shipping space with the owner.	

No	Company Engaged In Loading/Discharge And Stowage Of Cargo On Board Ship.	Participants
3.	a firm or persons authorized to receive the cargo and to whom it is consigned.	
4.	a governmental or administrative body governing the safety and arrangement of port operations.	
5.	persons or company engaged in taking care of cargo or personal effects from one place to another by sea, land or air; also dealing with customs formalities on behalf of the ship.	
6.	the place where imports are entered, clearance papers are obtained, and other official ship's business is transacted.	

2) State which of the definitions below describe the following shipping terms:

berthing accommodation, receiving days, despatch, shipping, freight, ship's manifest, package, cargo plan, custom clearance, mate's receipt, shipping note, shipping space, leading mark:

NO	TERM	DEFINITIONS
1.		period for receiving cargo before the ship leaves port
2.		allocation of a berth or anchorage for a ship that has sent her ETA in a port
3.		entry of the ship in a port and settling the formalities
4.		to send by ship; term indicating that loading and discharging has been carried out
5.		money or remuneration for the carriage of goods by sea
6.		individual items of cargo sent as one consignment or parts of it, usually a case, drum, bale, bundle, etc.

NO	TERM	DEFINITIONS
7.		mark which distinguishes one consignment from another, born by all the packages of the same consignment
8.		the business of despatching and transporting the goods by sea; branch of economy dealing with the same
9.		a note, issued by the shipper or agent, to the port giving full details of the cargo to be loaded on a named ship
10.		a plan showing the distribution and position of the cargo in the ship's holds or on deck
11.		a document signed by the deck officer to say that the cargo has been received on board in good order and condition
12.		cargo space in the ship's holds or on deck
13.		a document required for the ship to be cleared inwards or outwards; it shows a clear picture of the cargoes loaded for every port

- **Grammar**

- 1) Make questions of YES or NO type (i.e. to which the answer can either be YES or NO) to the following sentences:

Example:

Ship brokers generally work on a commission basis.

Question : Do ships brokers generally work on a commission basis?

Answer : Yes, they do.

1. All the relevant documents must bear the leading mark.
2. Freight is usually assessed on the weight or measure of cargo.
3. The master or agent applied for a clearance after the loading operations had been completed.

- 2) Make questions of the QUESTIONWORD type (What....?, Who?, Where?, How?, Why ...? When....?,etc.) to the following sentences. Use question words in brackets.

Example:

After the packages had been tallied and made up into slings on the wharf apron, they were loaded aboard under the supervision of the Chief Officer (When? What? Where? Under whose supervision ...?):

- a. When were the packages tallied?
 - b. What was tallied and made up into slings?
 - c. Where were they tallied?
 - d. Under whose supervision were the packages loaded aboard?
1. When loading operations are completed the agent applies for a clearance of the ship at the local Customs house. (When ...? What ...? Who ...? What ... for? Where ...?)
 2. Cargo should be distributed throughout the ship to facilitate speed of discharge. (What ...? Where ...? Why ...?)
 3. Clearing and Forwarding agents very often act on behalf of exporters. (Who ...? What kind of ...? How often ...? On whose behalf ...?)

- **Writing**

Write a short account of the reading text of Unit 7 using the following notes:

- vessel ready to load, date known
- application for a berth, actual time of arrival particulars of ship, voyage and cargo

- shippers transport the goods to the wharf
- shipping note issued to the wharfinger (i.e. port authority)
- loading of cargo on board, tally, Bill of Lading
- ship's manifest prepared
- application for a clearance of the ship
- clearance issued
- delivery of cargo at the port of destination, freight paid

UNIT 3

CARGO PROCEDURE (RECEIVING)

A. LEARNING OBJECTIVES

In this unit, students are expected to

1. Understanding the vocabulary on cargo procedure (receiving)
2. Applying the vocabulary on cargo procedure (receiving)
3. Identifying the word form collocation
4. Applying the collocation correctly

B. TEXT

Read the text carefully and answer the following questions!

Goods or packages which are received in unsound condition clearly cannot be delivered in a sound condition. It is essential, therefore, that a careful watch be maintained at all times when loading for any packages which may have been tampered with or which are improperly or inadequately protected, broken, leaky, damaged, repaired, spilled, torn or stained.

Packages that are torn, badly broken, leaking or tampered with should be rejected. If, after satisfactory reconditioning, it is decided to accept the shipment, the Mate's receipt must be suitably endorsed a clean receipt should not be given unless the condition of the package is in all respects identical with its fellow with which exception has not been taken.

Care should be taken to see that any packages for which receipts have been issued and which, for some sound reason may have been sent on shore for reconditioning, are delivered back to the ship.

Mate's receipts

When the Chief Officer signs the receipt for goods he is personally liable for any deficiency in the number proved to exist on discharge of the goods, i.e. between shipment and outturn. It is the duty of the First Mate to receive and discharge cargoes. It is upon his responsibility, and the act which he performs in signing the receipt that the Master signs the Bill of Lading, thereby rendering his owners responsible to the consignees. This is undoubtedly a duty of the utmost importance. They should be carefully drawn up, marks and numbers copied from the tally books, not from boat or charter's notes, all quantities shown in words and not in figures and particulars of rejected packages shown thereon.

Mate's Receipts should be issued on ship's forms and numbered. Receipt books should be in triplicate forms, one copy for boat man, one for the agents, and one left in the book. If receiving from lighters or boats, receipts should not be issued until after same including peaks have been searched. Disputes should be investigated immediately while a recount may still be possible. When this is not done, and another means of arriving at a satisfactory solution is not available, the number in dispute should clearly be stated in words on the receipt the number on ' ' which there is agreement being separately shown thus:

"Received on board 17 packages: three more in dispute" and not as sometimes done thus: "Received 20 packages, three in dispute".

Simple clear expression should always be preferred to complicated elaborate phrases. The legendary story of a breakdown in communications resulted in the classic endorsement: "Received for on deck carriage, six elephants, one in dispute. If on board to be delivered"!

When the charter party calls for Mate's receipts to be granted for cargo alongside and not actually on board, they should be endorsed "at shipper's risk until actually shipped". When in doubt as to weight, quantity and condition, Mate's receipts as well as the bills of lading should be caused "weight, quality, quantity and condition unknown".

Bills of Lading

A bill of lading, which is a negotiable document, and in most cases quickly passes out of the hands of shipper, is prima facie evidence of shipment against the ship both as to condition as well as quantity. It follows, therefore, that a letter of indemnity against any clauses in the bill of lading affords no protection whatever to the ship against claims by the consignees, in as much as letters of guarantee or indemnity have no legal force against a third party.

There should be no hesitation in endorsing Mate's receipts and bills of lading with such clauses as are left to be necessary and justified by the facts of the case, in order to protect the ship from claims for shortage of damage to, or deterioration of, the cargo.

Bills of lading may, under certain circumstances, be issued prior to the cargo arriving on board the vessel. This is particularly so in the case of ISO freight containers where the shutting and sealing of the container doors after the cargo is stuffed may be sufficient to allow a bill of lading to be issued. Thus it is important that all stuffed containers loaded on board have seals and locks in position and intact.

C. QUESTION

1. Why should a careful watch be kept when loading?
2. What are the most frequent damages to packages?
3. When should a clean receipt not be given?
4. What should be done with the packages given ashore for reconditioning?
5. What is a Mate's Receipt?
6. What is the basic duty of the First Mate in respect of receiving cargo?
7. How and on what basis are M/R's signed?
8. When should disputes be investigated?
9. How should the number in dispute be stated?
10. What is the "legendary story" about?
11. When are M/R's endorsed "at shipper's risk until actually shipped"?
12. What is the purpose of the Bill of Lading?
13. Why is the letter of indemnity not recommended?
14. What is the purpose of endorsing M/R's and B/L's?
15. In which case is the B/L issued before the goods are actually shipped on board? Give an example.

D. EXERCISE

• Comprehension and Vocabulary

- 1) Say which of the following statements are true or false:
 1. Torn packages or badly broken ones are normally received on board with no endorsement.
 2. Packages that have been reconditioned require no examination again.
 3. The Chief Officer is responsible for any deficiency in the number on the discharge of the goods.
 4. Mate's receipts are made on the basis of tally sheets.
 5. The B/L is issued on the basis of Mate's receipts.
 6. Receipts are normally issued on the boat or charter's notes.
 7. Disputes on receipt of cargo can be investigated at a later stage, i.e. on delivery.
 8. Number of packages are given in words and are preferred to numbers.
 9. A B/L is an evidence that the cargo has been received for shipment or actually loaded on board.
 10. Endorsing a B/L or M/R can be made at ease at a later stage of shipment
- 2) Supply the words: (alongside, evidence, exchange, rail. tally, receipt)

The ship's responsibility regarding cargo commences when it is delivered the vessel ready for loading, or when it crosses the ship's _____, depending on the custom of the port and the terms of the contract of carriage.

A mate's receipt is the primary _____ of acceptance of cargo, particulars of which are entered on it. It is _____ the given by the mate when the cargo is shipped.

The condition and _____ are carefully noted and any clauses intended for insertion in the B/L must be entered on the mate's receipt. The mate's receipt is given up to the master in _____ for the bill of lading.

3) Complete the sentences below:

1. The bill of lading is signed by the master only after ...
2. If repaired packages are accepted again for shipment, they should be ...
3. The duty of the First Mate is ...
4. Copies of the mate's receipt are given to ...
5. A mate's receipt is endorsed "at shipper's risk until actually shipped" in the case when ...
6. All the containers on board must be checked as to ...

4) Write down all the adjectives in the text that refer to a damaged condition of the goods.

- **Grammar**

1) Supply the suitable form of the verbs in brackets:

Packages received in unsound condition cannot (deliver) in sound condition. Therefore careful watch should (maintain), when loading, for any packages which may have been

tampered with, or (break). Cargoes in such condition should (reject). If it is decided to (accept) such packages for transport, the receipt should (endorse) suitably. A clean receipt should (not give) if the condition of the goods is not as specified.

2) Word Forms. Supply a suitable word form from the brackets: (receive, receiver, receiving, receipt; endorse, endorsement)

1. The cargo officer issues the _____ for the goods _____ on board.
2. A bill of lading must be suitably _____ with remarks as to the quantity and condition of the goods.
3. The _____ of the mate's _____ must be made immediately on shore or on the ship's hold.
4. On _____ the cargo is given to the shipper.
5. The goods must be delivered to the _____ or holder of the B/L.

3) Rearrange the following sentences by introducing them with "See that ...", or "You should see that..."

Example : The Chief Officer must see that the packages which have, been sent for reconditioning are delivered back to the ship.

1. All torn or broken packages should be rejected.
2. No leaky drums must be allowed to cross the ship's rail.
3. The receipts for cargo should be written on ship's forms.

4. The condition of the goods must be suitably endorsed in the mate's receipt.
5. Bills of lading have to be correctly dated.

4) Collocations. The verb + object noun collocations can be transformed into a “noun + of + noun” collocation, for example; “to receive the goods” → “receipt of the goods”.

Transform the following collocations from the reading text following the example above (see that the right form of the noun is used):

1. maintain the watch
2. deliver the package
3. reject the package
4. accept the shipment
5. endorse the Mate's Receipt
6. issue the receipt
7. sign the receipt
8. investigate the dispute
9. accept the receipt
10. sign the bill of lading

UNIT 4

CARGO PROCEDURE (DELIVERING)

A. LEARNING OBJECTIVES

In this Unit, students are expected to

1. Understand the vocabulary on cargo procedure (delivering)
2. Apply the vocabulary on cargo procedure (delivering)
3. Identify the conditional sentences
4. Apply the conditional sentences I correctly

B. TEXT

Read the text below and answer the following questions!

Should there be reasonable grounds for anticipating serious damage to cargo before opening the hatches, protest should be noted. This protest should be noted as soon as possible and not later than 24 hours after arrival; the extension can be processed with more leisure should it be necessary. The protest can be extended and should be made without waiting to sight the damaged cargo, continuing the extension of protest as the survey of cargo proceeds.

While discharging is in progress, it is always a wise precaution to have a surveyor in attendance to act on behalf of the ship. Every reasonable facility should be extended to the surveyors attending on behalf of consignees, but this does not mean that consignees or

their representatives have the right of full access to the ship nor to examination of a vessel's log book.

Where a surveyor is not in regular attendance, a survey should be called at once should damaged cargo be found, especially in the case of damage by moisture or water, or leakage from casks, etc. Dunnage and matting should not be disturbed until they have been sighted and positioned by the surveyors.

When damaged cargo is sighted in the stow, it is a sound practice to make a sketch or take photographic evidence of the position of the cargo in relation to other cargo and their position in the compartment. This can be used as evidence in repudiating the responsibility of the ship for improper stowage.

All packages which are found broken during discharge should be laid aside on board, or if discharging on to the dock, and the damaged cargo locked up (a lock up should always be provided and carefully re-coopered, etc.)

Care should be observed to restore into position any parts of cases bearing marks and numbers that may get displaced. Where this is not possible every effort should be made to ascertain the correct marks and numbers which should be clearly painted on the packages to avoid the confusion which might arise in the absence of means of identification.

All torn, slack or empty bags or packages should be carefully collected whilst discharging is in progress, delivered (against tally) along with the cargo, otherwise claim for short delivery is likely to follow. It should always be borne in mind that bills of lading call for a number of bags, and it is the number of bags alone that count so far as the consignee is concerned.

Packages which appear to have been damaged or broached, for which a clean receipt is not forthcoming, should not be permitted to go beyond the custody of Ships' Officers until after their contents have been accurately ascertained (in conjunction with consignee or customs representative) either by counting, weighing or taking the ullage.

On the other hand, a package which is intact and otherwise in sound external condition, should not be so dealt with; and a clean receipt for same should be insisted upon.

Cargo should never be delivered except on production of the original bill of lading properly stamped and endorsed, and should be exchanged for the Master's own signed copy.

When the cargo is consigned to order, the bill of lading should bear the shipper's endorsement, and also that of the merchant to whom it has been transferred.

Cargo should never be delivered against invoices, letters or promises to produce the bill of lading later; slackness in this direction may be very costly indeed to the ship owners.

C. QUESTION

1. What should be done if serious damage to cargo is suspected before opening the hatches in the port of discharge?
2. When can the protest be extended?
3. Who must attend to the process of discharging, and on whose behalf?
4. What should be undertaken if a surveyor is not in regular attendance?

5. Why is the photographic evidence important?
6. What is done with the broken packages found during discharge?
7. Why should numbers and marks be carefully maintained?
8. What is done with packages or bags that are torn, slack or empty?
9. When can damaged or broached packages be delivered to the receiver, i.e. what should be done before that?
10. What must the consignee produce in order to take delivery of the cargo?

D. EXERCISE

• Comprehension and Vocabulary

- 1) Say which of the following statements are true or false:
 1. A protest is noted within 24 hours of arrival.
 2. A protest should be extended immediately after survey.
 3. The surveyor has a right of access to the log book.
 4. Dunnage should not be disturbed before the surveyor sights it.
 5. A photograph cannot be used as evidence in repudiating responsibility for improper stowage.
 6. Displaced marks and numbers need not be restored into their previous position.
 7. The bills of lading call for a number of bags shipped.
 8. Packages bearing a claused receipt can be delivered to the consignee without counting or weighing.

- 2) Fill in the appropriate word or phrase from the brackets (FREIGHT, CONSIGNEE, DELIVER, DELIVERY ORDER, BILL OF LADING, DELIVERY)

In the liner trade it is usual for the _____ to present his B/L to the Carrier and receive in exchange a _____. This is the consignee's authority to take _____ of the goods from the ship or wharf or warehouse.

If a _____ is presented to the Master, he should see that it is properly endorsed and that _____ and other charges have been paid or secured. He can then _____ the goods in exchange for a proper receipt.

- **Grammar**

- 1) Complete the sentences below supplying the article (definite or indefinite) or omitting it as required:

It is usually _____ custom to note _____ protest upon arrival at discharging port. If there are _____ grounds for anticipating _____ serious damage to _____ cargo, _____ protest should be extended at once. All broken packages should be attended to by repairing, and _____ marks and _____ numbers on same should be preserved.

- 2) Condition. Conditional sentences are normally introduced by IF. The following are also examples of clauses expressing condition:

- Should there be reasonable grounds for anticipating serious damage to the cargo, protest should be noted.
- The protest can be extended with more leisure, should it be necessary.
- Unless otherwise agreed the unloading of the cargo can be arranged by the Carrier's Agent.

The sentences can be transformed as follows: If there are reasonable grounds ..."; "...if it is necessary."; "if it is NOT agreed otherwise, ..."

Transform the following sentences accordingly:

1. Unless notice of damage is given in writing to the carrier, the goods will be delivered in a sound condition.
2. Should slings be used with bags and light cases, a great damage may result.
3. Should there be any doubt as to the risk of collision, the collision shall be deemed to exist.
4. Unless these conditions are fulfilled, the vessel cannot enter the port.
5. Should the ship be delayed by causes beyond the control of the Merchant, 24 hours shall be deducted from the time on demurrage.
6. Unless one is familiar with the local conditions, the approach should be made in daylight.

3) Fill in the missing prepositions:

Re: Damage ship and cargo during discharge

Dear Sirs,

I regret _____ inform you that owing
_____ incompetent handling the winch, your winchman
while discharging the cargo _____ cement _____
Hold No.2 _____ 11.00 hours today, crushed part
_____ my deck superstructure and damaged the forward
port rail _____ way _____ Hold No. 2 _____ a length
about four metres. _____ the same time many bags
_____ cement were torn, the contents there
_____ being spilled _____ the hold.

_____ view _____ the above. I have
_____ hold your firm responsible the damage
caused and _____ ask you _____ urgent repairs
_____ the said damages.

Yours faithfully,
XY, Master of MV "STAR"

4) Conditional Sentence I

Compare these examples:

(1) Lisa has lost her watch. She tells Sue:

Lisa : I've lost my watch. Have you seen it anywhere?

Sue : No, but if I find it, I'll tell you.

In this example, Sue feels there is a real possibility that
she says:

If I find , I'll

(2) **Joe says:**

If I found a wallet in the street, I'd take it to the police station.

This is a different type of situation. Here, Joe doesn't expect to find a wallet in the street; he has *imagining* a situation that will probably not happen. So he says;

if I found ..., I'd (= I would) , (not if I find.... , I'll)

When you imagine something like this, you use if + *past* (if I found / if there was / if we didn't etc.).

But the meaning is *not* past:

- What would you do **if** you **won** a million pounds?
(we don't really expect this to happen)
- I don't really want to go to their party, but I probably will go. They'd be upset **if I didn't** go.
- If there was (or were) an election tomorrow, who would you vote for?

We do not normally use *would* in the if-part of the sentence:

- I'd be very frightened if somebody **pointed** a gun at me. (*not* if somebody would point)
- If I didn't go their party, they'd be upset. (*not* If I wouldn't go)

But you can use if ... would when you ask somebody to do something:

- *(from a formal letter)* I would be grateful if you would let me know your decision as soon as possible.

In the other of the sentence (not the **if**-part) we use **would ('d) / wouldn't**:

- If you took more exercise, you'd (= you **would**) feel better.
- I'm not tired. If I went to bed now, I wouldn't sleep.
- **Would** you **mind** if I used your phone?

Could and might are also possible:

- If you took more exercise, you might feel better. (= it is possible that you would feel better)
- If it stopped raining, we could go out. (= we would be able to go out)

Do not use **when** in sentences like those on this page:

- They'd be upset if I didn't go to their party. (*not* when I didn't go)
- What would you do if you were bitten by snake? (*not* when you were bitten)

a. Put the verb into the correct form

1. They would be offended if I didn't go to their party.
(not/go)

2. If you took more exercise, you would feel better.
(feel)
3. If they offered me the job, I think I _____ it.
(take)
4. A lot of people would be out of work if the car
factory _____. (close down)
5. If I sold my car, I _____ much money for it.
(not/ get)
6. (*in a lift*) What would ha[ve]en if somebody
_____ that red button? (press)
7. I don't think there's any chance that Gary and
Emma will get married. I'd be absolutely
astonished if they _____. (do)
8. Liz gave me this ring. She _____ very upset
if I lost it. (be)
9. Dave and Kate are expecting us. They would be
very dissapointed if we _____. (not /
come)
10. Would Steve mind if I _____ his bike without
asking him? (borrow)
11. What would you do if somebody _____ in
here with a gun? (walk)
12. I'm sure Sue _____ if you explained the
situation to her. (understand)

b. Answer the question in the way shown

1. A : Shall we catch the 10.30 train?
B : No. (arrive too early). If we caught the 10.30 train, we'd arrive too early.
2. A : Is Kevin going to take his driving test?
B : No. (fail) If he _____.
3. A : Why don't we stay at a hotel?
B : No. (cost too much) If _____.
4. A : Is Sally going to apply for the job?
B : No. (not / get it) If _____.
5. A : Let's tell them the truth.
B : No. (not/ believe us) If _____.
6. A : Why don't we invite Bill to the party?
B : No. (have to invite his friends too)
_____.

c. Use your own ideas to complete these sentences

1. If you took more exercise, you'd feel better.
2. I'd be angry if _____.
3. If I don't go to work tomorrow, _____.
4. Would you go to the party if _____.
5. If you bought some new clothes, _____.
6. Would you mind if _____.

UNIT 5 (a)

BILL OF LADING

A. LEARNING OBJECTIVES

In this unit, students are expected to;

1. Understand the vocabulary on Bill of Lading
2. Apply the vocabulary on Bill of Lading
3. Identify the conditional sentences II and III
4. Apply the conditional sentences II and III correctly

B. TEXT

Read the text and answer the following questions!

Function of the Bill of Lading

From our study of the bill of lading, it will be appropriate to record the four functions of this document. Broadly it is a receipt for the goods shipped, a transferable document of title to the goods thereby enabling the holder to demand the cargo, evidence of the terms of the contract of affreightment but not the actual contract, and a quasi negotiable instrument.

Once the shipper or his agent becomes aware of the sailing cards or some form of advertisement, he communicates with the ship owner with a view to booking cargo space on the vessel or container. Provided satisfactory arrangements have been concluded, the shipper forwards the cargo. At this stage, it is important to note that the shipper always makes the offer by

forwarding the consignment, whilst the ship owner either accepts or refuses it. Furthermore, it is the shipper's duty, or that of his agent, to supply details of the consignment; normally this is done by completing the shipping company's form of bill of lading, and the shipping company then signs the number of copies requested.

The goods are signed for by the vessel's chief officer or export wharfinger, and in some trades this receipt is exchanged for the bill of lading. If the cargo is in good condition and everything is in order, no endorsement will be made on the document, and it can be termed a clean bill of lading. Conversely, if the goods are damaged or a portion of the consignment is missing, the document will be suitably endorsed by the Master or his agent, and the bill of lading will be considered «claused» or «unclean».

Bills of lading are made out in sets, and the number varies according to the trade. Generally it is three or four – one of which will probably be forwarded immediately, and another by a later mail in case the first is lost or delayed. In some trades, coloured bills of lading are used, to distinguish the original (signed) bills from the copies which are purely for record purposes.

Where the shipper has sold the goods under a letter of credit established through a bank, or when he wishes to obtain payment of his invoice before the consignee obtains the goods, he will pass the full set of original bills to his bank, who will in due course arrange presentation to the consignee against payment.

The shipowner or his agent at the port of destination will require one original bill of lading to be presented to him before the goods are handed over. Furthermore, he will normally require

payment of any freight due, should this not have been paid at the port of shipment. When one of a set of bills of lading has been presented to the shipping company, the other bills in the set lose their value.

In the event of the bill of lading being lost or delayed in transit, the shipping company will allow delivery of the goods to the person claiming to be the consignee, if he gives a letter of indemnity; this is normally countersigned by a bank, and relieves the shipping company of any liability should another person eventually come along with the actual bill of lading.

Along with the Bill of Lading the Dock Warrant and Delivery Order are some of the most important documents of title to the goods. The Dock Warrant is a document acknowledging that the goods have been deposited with a dock or port company, a wharfinger, or a warehouse. The Delivery Order is a document issued by the shipping company to the port of discharge. By handing this document over to the ship officer the consignee can obtain the cargo.

C. QUESTION

1. What are the four principal functions of the bill of lading?
2. Explain the procedure of issuing B/L: the role of the Shipper, Owner.
3. Who issues, fills in, and respectively, signs the B/L?
4. What is the B/L exchanged for in some trades?
5. When will a B/L bear an endorsement?
6. To whom are copies (how many) of the B/L given or sent?

7. When does not shipper pass a full set of bills of lading to his bank?
8. What does the Master or the shipowner's agent require at the port of destination before handing the goods over?
9. What procedure is normally followed if the B/L has been lost or delayed?
10. Why must the bank countersign the letter of indemnity?

D. EXERCISE

- **Comprehension**

- 1) State (or insert) an appropriate headline for each of the following passages (see a copy of B/L above): Demurrage, Delay, Loading Discharging-Delivery, Freight, General Average, Both-to-Blame Clause:
 1. If the vessel comes into collision with another vessel as a result of the Negligence of the other vessel, or default of the Master or the Servants of the Carrier, the Merchant will indemnify the Carrier against all loss or liability to The other or non carrying vessel _____.
 2. The Carrier shall be paid _____ at the daily rate of _____ per ton of the vessel's GRT if the vessel is not loaded or discharged with the despatch set out in Clause 8; and delay in waiting for berth or off the port to count.
 3. The Carrier shall be responsible for any loss sustained by the Merchant through _____ of the goods unless caused by the Carrier's personal gross negligence.

4. The merchant or his Assign shall tender the goods when the vessel is ready to load and as fast as the vessel can receive.
5. Prepayable _____ ; whether actually paid or not, shall be considered as tully earned upon loading and nonreturnable in any event.
6. _____ to be adjusted at any port or place at Carrier's option and to be settled according to York Antwerp Rules 1950

2) Supply the missing word (or verb form) from the brackets:
(GIVE, PAYS)

F.A.S. : Under Free alongside ship, the seller _____ all the costs for getting the goods to the place before loading them on board the vessel. The custom of the port may _____ f.a.s. a special meaning.

(PRODUCE, IMPLIES, SEE, BEARS, GET, PLACED, CEASE, PAYS)

F.O.B. : This quotation – Free on Board _____ that the duty of the seller is to _____ the goods, them to the port and _____ that they are actually placed on board the vessel, which the buyer provides. The seller, therefore, _____ all the charges preceeding the loading of the goods on the ship, such as cartage, insurance, handling and lighterage. When the goods _____ on board the ship

and the seller has obtained the receipt for the goods, the responsibility of the seller _____. Thereafter the buyer _____ all the cargoes including insurance of the goods from departure to the port of destination and _____ the freight.

(PROVIDES, REACH, INCURRED, COST, BOOKS, LIABLE, PAYS)

C.I.F. : Undoubtedly the most popular quotation is cost, insurance freight.. Under a c.i.f. contract the seller _____ the goods, _____ cargo space on the vessel _____ freight for the carriage to the buyer's port which is named, etc. He is _____ for any loss or damage before the goods _____ the ship. The seller is entitled to payment in exchange for the documents –including bill of lading and insurance policy – relative to the shipment. The buyer will be responsible for the charges _____ in getting the goods off the ship to his warehouse, such as lighterage, dock dues and custom duties.

- 3) State which parties engaged in the transport by sea are defined below: (shipowner, mate, stevedore, forwarding agent, shipbroker, shipper, owner of the goods, master)
1. Company that undertakes transport by sea on its own account.
 2. Company that owns the goods destined for transportation by sea or land.

3. The captain of a ship.
 4. Agent arranging collection, forwarding and delivery of the goods.
 5. Company or agents securing shipping space and placing them on board a ship for transportation.
 6. An agency engaged by the shipowner to perform various services in obtaining cargo, offering shipping space, insurance, arranging freight rates, issuing B/L's etc.
 7. Ship's officer responsible for loading and delivery of the cargo.
 8. Company that carries out stowage of a ship's cargo, and its loading/discharge.
- 4) Write down a headline that may best express the main idea of each of the eight passages in the reading text.

- **Grammar**

- 1) Word forms. Supply the appropriate word listed in the brackets:
(ship, shipper, shipping, shipment)
 1. The agent promised to _____ the goods immediately.
 2. Warnings to _____ are transmitted every day.
 3. The _____ of the cargo is the responsibility of the shipper.
 4. The goods were _____ on board in apparent good order and condition.

5. _____ technology has been much improved lately.
6. We received the goods for further _____ to Austria.
7. A _____ note is given to the port and contains details of the cargo to be loaded on a named ship.

2) Conditional sentence II

Study this example situation:

Sarah wants to phone Paul, but she can't do this because she doesn't know his number.

She says:

If I knew his number, I would phone him.

Sarah says: If I knew his number this tell us that she *doesn't* know his number. She is imagining the situation. The *real* situation is that she doesn't know his number.

When you imagine a situation like this, you use *if + past* (If I knew/ if you were/ if we didn't etc.). But the meaning is present, *not* past:

- Tom would read more **if** he **had** more time. (but he doesn't have much time)
- **If I didn't** want to go to the party, I wouldn't go. (but I want to go)
- We wouldn't have any money, **if** we **didn't** work. (but we work)
- If you were in my position, what would you do?
- It's a pity you can't drive. I would be useful **if** you **could**.

We use the past in the same way after wish (I wish/ I wish you were etc.). We use wish to say that we regret something, that something is not as we would like it to be:

- **I wish I knew** Paul's phone number. (= I don't know it and I regret this)
- Do you ever **wish** you **could** fly? (you can't fly)
- **It** rains a lot here, **I wish** it **didn't** rain so often.
- **It's** very crowded here. I wish there **weren't** so many people. (there are a lot of people)
- **I wish I didn't** have to work tomorrow, but unfortunately, I do.

If I were / if I was

After if and wish, you can use were instead of was (if I were / I wish it were etc.). I was / it was are also possible. So you can say:

- **If I were** you, I wouldn't buy that coat. *or* **If I was** you, ...
- I'd go out **if it weren't** so cold. *or* ... **if it wasn't** so cold.
- **I wish** Carol were here. *or* I wish Carol was here.

We do not normally use would in the if-part of the sentence or after wish:

Sometimes **wish ... would** is possible: **I wish you would listen.**

Could sometimes means 'would be able to' and sometimes 'was/were able to' :

- Could you get a better job (you could get = you would be able to get) if you use a computer. (you could use = you were able to use)

a. Put the verb into correct form

1. If I knew (know) his number, I would phone him.
2. I wouldn't buy (not/buy) that coat if I were you.
3. I _____ (help) you if I could, but I'm afraid I can't.
4. We would need a car if we _____ (live) in the country.
5. If we had the choice, we _____ (live) in the country.
6. This soup isn't very good. It _____ (taste) better if it wasn't so salty.
7. I wouldn't mind living in England if the weather _____ (be) better.
8. If I were you, I _____ (not/wait). I _____ (go) now.
9. You're always tired. If you _____ (not/go) to bed so late every night, you wouldn't be tired all the time.
10. I think there are too many cars. If there _____ (not/ be) so many cars, there _____ (not/be) so much pollution.

b. Write the sentence with if for each situation.

1. We don't see you very often because you live so far away.

If you didn't live so far away, we'd see you more often.

2. This book is too expensive, so I'm not going to buy it.
I'd _____.

3. We don't go out very often – we can't afford it.
We _____.

4. I can't meet you tomorrow – I have to work late.
If _____.

5. It's raining, so we can't have lunch outside.
We _____.

6. I don't want his advice, and that's why I'm not going
to ask for it.
If _____.

c. Write sentences beginning "I wish....."

1. I don't know many people (and I'm lonely). I wish I
knew more people.

2. I don't have a mobile phone (and I need one). I wish
_____.

3. Helen isn't here (and I need to see her).
_____.

4. It's cold (and I hate cold weather).
_____.

5. I live in a big city (and I don't like it).
_____.

6. I can't go to the party (and I'd like to).
_____.

7. I have to work tomorrow (but I'd like to stay in bed).
_____.

8. I don't know anything about cars (and my car has just broken down). _____.

9. I'm not feeling well (and it's not nice).
_____.

3) Conditional sentence III

Study this example situation:

Last month Gary was in hospital for a few days. Rachel didn't know this, she didn't go to visit him. They met a few days ago.

Rachel said:

If I had known you were in hospital, **I would have gone** to see you.

Rachel said :

"If I had known you were in hospital"

This tells us that she *didn't* know he was in hospital.

We use **if + had ('d)** to talk about the past (**if I had known/been/done** etc.)

- I didn't see you when you passed me in the street. If I'd seen you, of course I would have said hello. (but I didn't see you)
- I decided to stay at home last night. I would have gone out if I hadn't been so tired. (but I was tired).
- If he had been looking where he was going, he wouldn't have walked into the wall. (but he wasn't looking)
- The view was wonderful. If I'd had a camera with me, I would have taken some photographs. (but I didn't have a camera)

Compare:

- I'm not hungry. If I was hungry, I would eat something. (*now*)
- I wasn't hungry. If I had been hungry, I would have eaten something. (*past*)

Do not use **would** in the if-part of the sentence, we use **would** in the other part of the sentence:

- If I had seen you, I would have said hello. (*not* if I would have seen you)

Note that 'd can be **would** or **had**:

- If I'd seen you, (I'd seen= I had seen) I'd have said hello. (I'd have said = I would have said).

We use **had (done)** in the same way after **wish**. I **wish** something **had happened** = I am sorry that it didn't happen:

- I wish I'd known that Gary was ill. I would have gone to see him. (but I didn't know)
- I feel sick. I wish I hadn't eaten so much cake. (I ate too much cake)
- Do you wish you had studied science instead of language? (you didn't study science)

Do not use **would have** after **wish**:

- The weather was cold while we were away. I wish it had been warmer. (*not* I wish it would have been)

Compare would (do) and would have (done):

- If I had gone to the party last night, I would be tired now. (I am not tired *now* – *present*)
- If I had gone to the party last night, I would have met lots of people. (I didn't meet lots of people – *past*)

Compare **would have**, **could have** and **might have**:

- If the weather hadn't been so sad,

We would have gone out.
We could have gone out.
(= we would have been able to go out)
We might have gone out.
(=perhaps we would have gone out)

a. Put the verb into correct form

1. I didn't know you were in hospital. If I'd known (I / know), I would have gone (I / go) to see you.
2. Sam got to the station just in time to catch the train to the airport. If _____ (he / miss) the train, _____ (he/ miss) his flight.
3. I'm glad that you reminded me about Amanda's birthday. _____ (I/ forget) if _____ (you / not / remind) me.
4. Unfortunately I forgot my address book when I went on holiday. If _____ (I /have) your address, _____ (I /send) you a postcard.
5. A : How was your holiday? Did you have a nice time?

B : It was OK, but _____ (we/enjoy) it more
if _____ (the weather/ be) nicer.

6. I took a taxi to the hotel, but the traffic was bad.

_____ (it/be) quicker if _____ (I /walk).

7. I'm not tired. If _____ (I / be) tired, I would have
gone home earlier.

8. I wasn't tired last night. If _____
(I / be) tired, I would have gone home earlier.

b. For each situation, write a sentence beginning with "If"

1. I wasn't hungry, so I didn't eat anything.

If I'd been hungry, I would have eaten something.

2. The accident happened because the road was icy.

If the road _____.

3. I didn't know that Joe had to get up early, so I didn't
wake him up.

If I _____.

4. I was able to buy the car only because Jane lent me
the money.

_____.

5. Karen wasn't injured in the crash because she was
wearing a seat belt.

_____.

6. You didn't have any breakfast – that's why you're
hungry now.

_____.

7. I didn't get a taxi because I didn't have any money.

_____ .

c. Imagine that you are in these situations. For each situation, write a sentence beginning with "If"

1. You've eaten too much and now you feel sick.

You say: *I wish I hadn't eaten so much.*

2. There was a job advertised in the newspaper. You decided not to apply for it. Now you think that your decision was wrong.

You say: I wish I _____.

3. When you were younger, you never learned to play a musical instrument. Now you regret this.

You say : _____ .

4. You've painted the gate red. Now you think that red was the wrong colour.

You say : _____.

5. You are walking in the country. You'd like to take some photographs, but you didn't bring your camera.

You say : _____ .

6. You have some unexpected guests. They didn't phone first to say they were coming. You are very bring your camera.

You say: _____ .

UNIT 5 (b)

BILL OF LADING

A. LEARNING OBJECTIVES

In this unit, students are expected to;

1. Understand the vocabulary on Bill of Lading
2. Apply the vocabulary on Bill of Lading
3. Identify the conditional sentences II and III
4. Apply the conditional sentences II and III correctly

B. TEXT

Read the text and answer the questions!

TYPES OF BILL OF LADING

There are several types of bills of lading and these include the following:

1. **Shipped bill of lading:** Under the Carriage of Goods by Sea Act 1924, the shipper can demand that the shipowner supplies bills of lading proving that the goods have been actually shipped. For this reason most bill of lading forms are already printed as shipped bills and commence with the wording: "Shipped in apparent good order and condition". It confirms that the goods are actually on board the vessel. This is the most satisfactory type of receipt, and the shipper prefers such a bill as there is no doubt about the goods being on board and consequent dispute on this point will not arise with

the bankers or consignee, thereby facilitating earliest financial settlement of the export sale.

2. **Received bill of lading:** This arises where the word "shipped" does not appear on the bill of lading. It merely confirms that the goods have been handed over to the shipowner and are in his custody. The cargo may be in his dock warehouse/transit shed or even inland. The bill has therefore not the same meaning as a "shipped" bill and the buyer under a C.I.F. contract need not accept such a bill for ultimate financial settlement through the bank unless provision has been made in the contract. Forwarding agents will invariably avoid handling "received bills" for their clients unless special circumstances obtain.
3. **Through bills of lading:** In many cases it is necessary to employ two or, more carriers to get the goods to their final destination. The oncarriage may be either by a second vessel (e.g. to the Seychelles Islands via Mombassa or Bombay) or by a different form of transport (e.g. to destinations in the interior of Canada). In such cases it would be very complicated and more expensive if the shipper had to arrange on carriage himself by employing an agent at the point of transshipment.
4. **Groupage Bill of Lading:** Forwarding agents are permitted to "group" together particular compatible consignments from individual consignors to various consignees, situated usually in the same destination country/area, and despatch them as one consignment. The shipowner will issue a groupage bill of

lading, whilst the forwarding agent, who cannot hand to his principals the shipowners' bill of lading, will issue to the individual shippers a Certificate of Shipment sometimes called "house bills of lading". At the destination, another agent working in close liaison with the agent forwarding the cargo will break bulk the consignment and distribute the goods to the various consignees. This practice is on the increase, usually involving the use of containers and particularly evident in the continental trade and deep sea container services. It will doubtless increase with containerisation development and is ideal to the shipper who has small quantities of goods available for export. Advantages of groupage include less packing; lower insurance premiums; usually quicker transits; less risk of damage and pilferage; and lower rates when compared with such cargo being despatched as an individual parcel/consignment.

5. **Transshipment Bill of Lading:** This type is issued usually by shipping companies when there is no direct service between two ports, but when the shipowner is prepared to tranship the cargo at an intermediate port at his expense.
6. **Clean Bills of Lading:** Each bill of lading states "in apparent good order and condition", which of course refers to the cargo. If this statement is not modified by the shipowner, the bill of lading is regarded as "clean" or "unclassed". By issuing clean bills of lading the shipowner admits his full liability of the cargo described in the bill under the law and his contract. This type is much favoured by banks for financial settlement purposes.

7. Claused Bills of Lading: If the shipowner does not agree with any of the statements made in the bill of lading he will add a clause to this effect, thereby causing the bill of lading to be termed as "unclean", "foul", or "claused". There are many recurring types of such clauses including: inadequate packaging; "unprotected machinery"; "secondhand cases"; "wet or stained cartons"; "damaged crates"; "two cartons missing"; etc. The clause "shipped on deck at owner's risk" may thus be considered to be a clause under this heading. This type of bill of lading is usually unacceptable to a bank.

Undoubtedly, to the shipper, the most useful type of bill of lading is the clean, negotiable "through bill" as it enables the goods to be forwarded to the point of destination under one document, although much international trade is based on free on board (F.O.B.) or cost, insurance, freight (C.I.F.) contracts and, with regard to the latter, the seller has no further interest in the movement of the goods once they reach their port of destination.

Both F.O.B. and C.I.F. are two widely used types of contract of sale. F.O.B. means that the price quoted by the vendor includes the price of the goods and all expenses up to and including the cost of loading the goods on to the vessel. It does not include the cost of sea freight. In the case of C.I.F., the price quoted includes the cost of the goods, the cost of insuring the goods to destination, and the freight or cost of transport.

C. QUESTION

1. What does the "Shipped Bill of Lading" confirm?
2. Why is this type of B/L most satisfactory?
3. How does the "Received B/L" differ from the "Shipped B/L"?
4. When is the "Through B/L" used?
5. Where is this type of B/L particularly applied and why?
6. Explain the "Groupage B/L" and its function, in particular with containers.
7. Explain the meaning of the abbreviations FCL and LCL in connection with Groupage B/L (see Unit I).
8. In what does a "clean B/L" differ from a "claused B/L"?
9. Give some other terms for a "claused B/L".
10. Why is the clean, negotiable "through Bill of Lading" the most useful type of B/L to the shipper?
11. Explain and discuss the trade clauses abbreviated by F.O.B. and C.I.F.

D. EXERCISE

• Comprehension and Vocabulary

- 1) State which type of B/L is described in each of the following statements:
 - a. B/L issued to a shipper when he delivers the goods into the custody of the shipowner or his agent (e.g. wharfinger or dock authority) before the ship has arrived or before the ship is ready to receive the goods;
 - b. B/L covering the carriage of goods to its destination partly by sea and partly overland, or where sea transport occurs by two or more ships;

- c. B/L containing clauses that the goods or the packaging are not satisfactory, or that the contents, weight, measurement, quality, or technical specification of the goods are not known to the carrier;
- d. B/L issued after the goods have actually been loaded into the ship;
- e. B/L bearing no clauses or endorsement as to the defective condition of the goods or packaging, etc.;
- f. B/L referring to the goods for a number of receivers, but the goods is despatched and carried as one consignment only. For various shippers/receivers under the same B/L separate Certificates of Shipment are issued. Specially suitable for the shipment of containers. Opposite to Straight or Order B/L:
- g. B/L issued when the goods are carried by two or more ships;
- h. B/L bearing the words "or his or their assigns", also referred to as an "order B/L".

2) Complete the missing words (nouns and adjectives or adverbs): (nouns: FREIGHT, VALUE, BOARD, PROVISIONS, CONDITION, DISCHARGE; adjective/adverbs: AFORESAID, AFLOAT, GOOD, APPARENT, SAFELY)

Shipped on _____, in _____ good order and condition, weight, measure; marks, numbers, quality, contents and of the goods unknown, for carriage to the port of _____, or so near thereunto as the vessel may _____ get and

lie always _____, to be delivered in the like _____ order and condition at the port unto Consignees or their Assigns, they paying _____ as per note on the margin plus other charges incurred in accordance with the _____ contained in this Bill of Lading.

- **Grammar**

- 1) Collocations. The following verbs have been used in the text taking the noun BILL OF LADING as object:

VERB		NOUN (as object)
accept	~	
endorse	>	Bill of Lading
issue	~	

VERB		NOUN (as object)
make out	}	
pass		
present		Bill of Lading
supply		
transfer		

The following verb take the nouns GOODS and CARGO as their objects:

For example:

deliver	}	
forward		
despatch		
hand over		
take over		
insure		
receive		
ship		
transfer		
		the goods/cargo

Find the instances of such collocations in the text and write down the sentences where the same appear, e.g.:
The shipper can demand that the shipowner supplies bills of lading proving that the goods have actually been shipped.

- 2) Word formation: Some of the endings to form nouns are listed in the table. Try to find some more examples in the previous Units,

Suffix	Example	Meaning
-ance	importance	state
-er/-or	shipper, operator	a person / thing which
-ation/-tion	destination	the act of
-ing	Shipping	activity
-ment	Shipment	state, action
-ity	Quality	state, quality
-ism	intermodalism	condition / state
-ship	Friendship	condition / state

UNIT 6

CHARTER PARTIES

A. LEARNING OBJECTIVES

In this Unit, students are expected to

1. Understand the vocabulary on charter parties
2. Applying the vocabulary on charter parties
3. Identify the word formation (suffix) and negative prefix
4. Apply the word formation (suffix) and negative prefix correctly
5. Write a brief account of voyage

B. TEXT

Read the text below and answer the following questions!

A charter party is a document of contract by which a shipowner agrees to lease, and the charterer agrees to hire, a vessel or all the cargo space, or a part of it, on terms and conditions forth in the charter party. If permitted to do so by the terms of charter party, the charterer may enter into subcontracts with other shippers.

The main types of charter parties are Bareboat Charter Party (sometimes called a Demise Charter). Time Charter Party and Voyage Charter Party.

If your vessel is chartered it is of the utmost importance that you read the charter party carefully, especially the added clauses, until it is thoroughly understood. It is advisable to have the officers

read it as a matter of information and instruction and it will do no harm to discuss it with them, especially with the chief officer.

The important clauses should be checkmarked for quick reference. If any refer to dates of the notification of ETA to consignee or charterer's agent, make a note of the day the message is to be sent and be sure to send it.

Bareboat Charter Party. By this type of charter, the shipowner leases his entire vessel and the charterer has the responsibility of operating it as though it were his own vessel. As the name implies, the bare vessel is chartered. The shipowner has, for the period covered by the charter party, lost control of his vessel. The charterer pays all expenses: fuel, stores, provisions, harbour dues, pilotage, etc. and employs and pays the crew. There may, however, be a clause in the charter party that the master and the chief engineer must be approved by the shipowner. The charterer is responsible for the upkeep, preservation and safety of the vessel. Before delivery to the charterer the vessel is surveyed by representatives of both parties and the same is done on redelivery. The charter party will stipulate that the vessel must be redelivered in the same good order and condition as when delivered, ordinary wear and tear excepted. On redelivery the owner's representatives, usually the port captain and port engineer, may check the logbooks for information pertaining to groundings, striking objects and collisions.

Fuel oil in the vessel on delivery is paid for by the charterer at the current price at the port at that time, and on

redelivery, the shipowner pays for the fuel in the vessel at the current price in the port at the time.

Voyage Charter Party. This is a charter party for the carriage of a full cargo, not for a period of time, but at a stipulated rate per ton, for one voyage only, between named ports to be named on arrival in a given area. It is a frequently used charter party of which there are many varieties, and most commodities and trades have a particular type to suit their purposes. Shippers of large quantities of bulk cargo such as phosphate, coal, grain, etc., have charter parties with special titles such as "Fosfo", "Americanized Welch Coal Charter Party", "Baltimore Grain Charter Party", etc.

In a voyage charter party the charterer assumes no responsibility for the operation of the vessel but generally pays stevedoring expenses in and out. A statement to that effect will be included in the charter party.

The master is particularly concerned with voyage charter parties because of the laytime, dispatch and demurrage clauses and the necessity of tendering the Notice of Readiness to load or discharge. In this type of charter the charterer contracts to provide a cargo at a given rate per day. The charter is generally for bulk cargo, stipulated in tons or cubic feet, for all or part of the carrying capacity of the vessel.

Laydays. When the vessel on a voyage chart is in port, the expenses of the shipowner continue. At the same time loading or discharging is controlled by the charterer, who if not held to a definite number of days to complete this work, can make the stay in port long and expensive for the shipowner. For this reason, the

charter party will specify a definite number of days for loading or discharging cargo; or it may specify a certain number of tons per day to be loaded or discharged.

The days are called laydays (or laytime) and are stipulated in the charter party as working days, weather working days, running days and excepted days.

If the charterer loads or discharges his cargo in less time than the number of laydays allowed, he earns dispatch money at so much a day or part of a day saved. If he takes longer to load or discharge than the number of laydays allowed, he must pay demurrage at so much a day. Both dispatch and demurrage may be the cause of much disagreement and argument in which the vessel's logbook can play an important part.

Demurrage. An equally important clause is the demurrage clause which states that if the charterer does not complete loading or discharging in the laydays allowed by the charter party, he must pay for the delay at the stipulated sum per day. Unless otherwise provided in the charter party, demurrage starts from the time loading or discharging should have been completed. All days are counted, whether or not cargo is worked, including Sundays, holidays and days not worked due to bad weather or other reasons. Once a vessel is on demurrage, it runs consecutively unless otherwise provided in the charter party.

C. QUESTION

1. What is a charter party?
2. Who makes parties to a C/P?
3. What are the main types of charter parties?
4. What is the duty of the master or officers when about to sail under a C/ P?
5. How does the charterer operate the ship under a bareboat C/P?
6. What are the duties and liabilities of the charterer under a bareboat C/P?
7. What is another term for a bareboat C/P?
8. What are the duties and liabilities of the owner and charterer under a voyage C/P?
9. What is the Master particularly concerned with in voyage C/P?
10. What are laydays?
11. How are laydays stipulated in the C/P?
12. When does demurrage start?

D. EXERCISE

• Comprehension and Vocabulary

1. Complete the following sentences with the words in brackets:
(EXPENSES, DEMISE, APPOINTS, BARRATRY, VOYAGE CHARTER, TRAMP, EXEMPTION, SALVAGE, LIABILITY, DISCHARGES, DEVIATION, CHARTERER, VESSEL, SHIPOWNER, DEMURRAGE, DESPATCH MONEY, PAID, OWNER, REPAIR)

1. Under a _____ or Bareboat Charter party the _____ is responsible for providing the cargo and crew, whilst the _____ only provides the vessel. As a result the charterer the crew and takes full responsibility for the operation of the _____, and pays all the _____ incurred.
2. If a ship loads and/or _____ in less than the prescribed time, the Owners pay _____ a as a reward for the time saved.
3. If, on the other hand, the prescribed time is exceeded, then must be paid at an agreed rate to the _____ as compensation for the delay of the ship.
4. Charterer's _____ ceases after the cargo has been loaded and when the freight, dead freight or demurrage has been _____.
5. In the _____ the shipowner agrees to carry cargo between specified ports at a prearranged freight.
6. The majority of _____ cargo shipments are made on a voyage charter basis.
7. The _____ and Salvage Clause permits the vessel to put into a port of refuge in order to save life and property and also for the purpose of _____.
8. _____ from liability clause includes the occurrences where the shipowner claim exemption and includes a wilful wrong doing of the Master without noticing the Owners.

2. A voyage C/P contains a number of clauses, whose name are usually written on the margin. Give the title of each clause for each example below :

	Name of Clause
1. The money paid by Owners to the Charterer for time saved in the loading and discharging.	
2. The number of days or hours allowed by the Charterer for loading or discharge.	
3. A clause governing the nature and time of the liability of the Charterer for loading.	
4. The right of the Shipowner to hold the cargo to secure the payment of the freight or hire.	
5. Rate payable by the Owner if the agreed time for loading has been exceeded, as compensation for the delay of the ship.	
6. Claim of the Owners releasing themselves from responsibility in case of barratry, capture or seizure, and perils of the sea.	
7. Clause giving or refusing permission for sub-chartering the ship.	

1. The money paid by Owners to the Charterer for time saved in the loading and discharging.
2. The number of days or hours allowed by the Charterer for loading or discharge.
3. A clause governing the nature and time of the liability of the Charterer for loading.

4. The right of the Shipowner to hold the cargo to secure the payment of the freight or hire.
5. Rate payable by the Owner if the agreed time for loading has been exceeded, as compensation for the delay of the ship.
6. Claim of the Owners releasing themselves from responsibility in case of barratry, capture or seizure, and perils of the sea.
7. Clause giving or refusing permission for subchartering the ship.

- **Grammar**

1. Word Formation. Adjective are formed from mouns and verbs by the endings listed in the table.

<i>Suffix</i>	<i>Example</i>	<i>Meaning</i>
-al	Additional	
-ar	Polar	<i>have the quality of</i>
-ic	Economic	
-ical	astronomical	
-able	Advisable	
-ible	Visible	<i>capable of being</i>
-ous	Bulbous	<i>like, full of</i>
-ful	Careful	<i>characterized by</i>
-less	Careless	<i>without</i>
-ed	Chartered	<i>having</i>
-ive	Effective	<i>quality of</i>
-ing	Processing	<i>make or do</i>

- a) Form adjectives from the following words: *navigation, submerge, comfort, economy, pay, infect, danger, operate, success, navigate, sail, plot, reduce, rely*:

Suffix	Adjective
-al
-ar
-ic
-ical
-able
-ible
-ous
-ful
-less
-ed
-ive
-ing

- b) **Word Forms.** Supply the right form of the word in brackets:

(*advice, advise, advisable; pay, payment, payable; note, notify, notification*)

1. Please _____ that the Clause No.15 has been changed.
2. _____ is to be effected before shipment.
3. The freight is _____ in domestic currency only.
4. The master has to send a _____ at least 48 hours before arrival.
5. Everybody has been _____ of the delay.
6. Please _____ us as to the way of payment.
7. It is _____ to have the cargo checked and surveyed before delivery.

8. Freight is to be _____ on delivery.
9. Your _____ on the matter will be much appreciated.

c) Guided Writing

Write a brief account the Voyage C/P following the notes given below:

- definition as compared to the time C/P
- forms of the C/P
- charterer's responsibilities
- owner's responsibilities
- master's duties -Notice of Readiness
- laydays, demurrage, dispatch money

UNIT 7

NOTICE OF READINESS

A. LEARNING OBJECTIVES

In this unit, students are expected to;

1. Understand the vocabulary on Notice of Readiness
2. Applying the vocabulary on Notice of Readiness
3. Identifying the adjunct of time and clauses of time
4. Applying the adjunct of time and clauses of time correctly
5. Writing Notice of Readiness

B. TEXT

Read the text below and answer the following questions!

When on a voyage charter it is the master's responsibility to advise the charterer or his agent, in writing, as soon as the vessel is in all respects ready to load or discharge. This advice is given in the form of a Notice of Readiness tendered to the charterer or his agent. In some cases when a vessel is to load and she is expected at a definite hour, the company or your agent at the port may tender Notice. This is especially true if it is not required to get pratique or to clear Customs.

It is from the moment the notice of readiness has been accepted that the laydays commence, provided the ship fulfils the following conditions:

1. provided she is considered as an "arrived ship", that is, she is berthed or anchored at the place shown in the contract of carriage, and has received free pratique;
2. provided she is in all respects fit to load or discharge;
3. provided the notice has been delivered to the shippers or receivers;
4. provided the notice has been accepted.

At the port of discharge you should tender the Notice without delay. Generally, the charter party will contain a clause stating that laydays are to commence 24 hours after the master or owner has given written notice that the vessel is ready to discharge, whether in berth or not at the place ordered, such notice to be given during official office hours only. The time allowed may vary, and different charter parties may require that the Notice be tendered by the master only, or by either master, owner or agent. The 24 hours, or whatever it may be, gives the charterer time to make the necessary arrangements for discharge of the cargo.

The date the Notice is tendered, known as the "reporting day", should be entered in the logbook. If for any reason the Notice cannot be tendered after arrival, the reason should be entered in the logbook. The Notice may be prepared by your agent and presented on board for your signature. There will be anywhere from six to ten copies be sure to get one for your file.

If the 24 hours expire on an excepted holiday, laydays will begin to count at the beginning of the next working period, unless the charter party stipulates otherwise. Generally, a Notice of Readiness is required by the terms of a charter party. If there is no

one to receive it, the facts should be logged and an attempt made to tender the Notice when the charterer or his agent show up, leaving the original date and time on the Notice. If the charterer, or his agent, refuses to sign the tendered Notice, or if either one avoids accepting it, claiming that the vessel is not in all respects ready to discharge or load, make an entry in the log of the reason for the refusal, advise your agent to employ a surveyor to inspect the vessel and inform the charterer or his agent that this is being done. Laydays should be counted from the time stipulated in the charter party as though the Notice had been accepted and signed when tendered.

The following is a typical Notice of Readiness (US):

SEVEN SEAS STEAMSHIP CORPORATION NEW YORK NOTICE OF READINESS	
S.S. SEAWORTHY	
<i>Dear Sirs:</i>	
<i>The above vessel has been cleared by Customs and is in free pratique at ____:____ hours on ____ 19__ in this port and is in all respects ready to commence loading / discharging cargo in accordance with the terms of the relevant charter party dated ____ 19__ at New York.</i>	
MASTER S.S. SEAWORTHY	
The above Notice of Readiness was tendered at ____:____ hours on 19__, Accepted at ____:____ hours on ____ 19__.	
For the charterer:	Master S.S. SEAWORTHY:

Having made certain that the ship has arrived at the time and place laid down in the Charter Party, the Shippers inspect the ship's holds in order to ascertain whether they are fit to receive the particular cargo the ship has engaged to transport and it is only then that they accept the notice. In accordance with usage and under a Gencon Charter Party, the lay days commence at fourteen hours on the day when the notice has been delivered, provided this has been done during official hours, before twelve o'clock. If the notice has been delivered after twelve o'clock, the lay days commence at eight hours on the following working day. If the ship is not fit to load or has infringed other Charter Party conditions, the notice of readiness is not accepted and the reasons for nonacceptance are stated. If the ship cannot enter port immediately, the notice can be transmitted by radio. In such a case the time she spends in the roads counts as "waiting time" provided the clause "time lost in waiting for berth to count as lay days" is inserted in the relevant Charter Party.

As a rule the vessels trading on regular lines are not strictly bound to give notice of readiness either for loading or discharge but they are not exempted from cabling their 72 (preliminary) and 24 hours (final) notice, i.e. cabling their ETA. Here is another example of a Notice of Readiness:

Dear Sirs,

This is to inform you that the m.v. "ARIES" under my command arrived in the port of Naples today at 09.00 hrs. and is lying at berth No. 8 in free pratique, ready in all respects to receive a cargo of 2000 tons of oranges as from 09.30 hrs. today.

The laydays commence and are counted as per clause No. 12 of the Owners' Bill of Lading, i.e. "as fast as the vessel can receive".

*Yours faithfully,
Master of the mv "ARIES"*

RECEIVED at 09.30 hrs, on the 12.01. 2.....
ACCEPTED at 09.40 hrs, on the 12.01. 2.....

C. QUESTION

1. What is the purpose of the Notice of Readiness?
2. Who is the Notice tendered to and by whom?
3. Which conditions must be fulfilled before the N/R is tendered?
4. When do the laydays commence, generally?
5. What is the "reporting day"?
6. Who usually prepares and who signs the Notice of Readiness?
7. What should you do if there is no one to receive the N/R?
8. What if the charterer or his agent refuse to accept the N/R?
9. How are the laydays counted in such a case?
10. What are the particulars of a Notice of Readiness? (see the examples given)
11. What do the Shippers do when they have made sure that the ship has arrived at the time and place laid down in the C/P?

12. When do the laydays commence under a Gencon C/P?
13. When is the Notice transmitted by radio? What about laydays?
14. What kind of notices are cabled by liner vessels?

D. EXERCISE

- **Comprehension and vocabulary**

- 1) Find the terms corresponding to their meaning in the left column:

person or company that takes delivery of the goods in the port of discharge:	
person or company that acts on behalf of the owner or charterer:	
company that undertakes the carriage by sea:	
contracts for the carriage of goods by sea:	
charge for the carriage of goods by sea:	
remuneration to the agents for their services:	
money charged by the charterer for delayed loading/discharge of the cargo:	
time allowed by the charterer or merchant for loading/discharge of the goods:	
time saved in loading and discharge of the goods:	
person or company that tenders the goods for loading to the ship:	

- 2) Supply the missing phrases: (in all respects, berth no berth, in the roads, in accordance with)

Please be informed that the m/tanker OMEGA arrived 15th February 2004 0 and anchored at the west approach anchorage at 14.30 hrs. on 15th February 2004.

The vessel is _____ ready to commence discharging her cargo of 60.000 tons of crude oil and 14.000 tons of heavy fuel.

Laytime to commence and to count _____ Clause 14 of the C/P dated 10 January 2004, upon expiration of 6 hours after the receipt of this notice _____, unless actual discharge is commenced earlier.

Yours faithfully,
Master

- **Grammar**

- 1) Fill in the required conjunctions: (that, when, if, in order to)

The laydays commence within 6 hours on the day _____ the notice of readiness has been delivered. The notice is not accepted _____ the ship is not fit to load. A copy of the notice is returned to the master _____ it has been accepted. The notice of readiness is an advice to the shippers _____ the ship is ready to load or discharge. The shippers should check the holds _____ ascertain whether they are fit to load the cargo. the freight has not been paid, the master may exercise his right of lien on the goods.

- 2) Adjuncts of time. Underline the parts of the sentence expressing time:

1. On arrival in the port of destination the ship must get free pratique.
2. The notice of readiness should be tendered during official hours.

3. If the N/R cannot be tendered after arrival, the reason for this should be stated in the logbook.
4. Laydays should be counted from the time stipulated in the C/P.
5. Under a Gencon C/P laydays commence at fourteen hours on the day of the delivery of the Notice of Readiness.
6. If the N/R has been delivered after twelve o'clock, the laydays commence at eight hours on the following working day.
7. If the ship cannot enter port immediately the N/R can be transmitted by radio.
8. The ship is ready to start loading the cargo as from 09.30 hours today.

3) Clauses of time. Consider the following pairs of sentences:

1. a) *Before the Notice of Readiness is tendered*, a number of conditions must be fulfilled.
 b) *Before tendering the Notice of Readiness*, a number of conditions must be fulfilled.
2. a) *After the Shippers have made certain about the ship's arrival*, they inspect the ship's holds.
 b) *Having made certain about the ship's arrival*, the Shippers inspect the ship's holds.

In sentences under b) the full verb form from examples a) has been transformed into a shortened form of the verb, i.e. present participle (tendering) and perfect participle (having

made). The conjunction (before) has been retained, whereas in ex. 2 b) it has been omitted in front of a perfect participle.

Transform the sentences below following the examples 1 and 2:

1. When the ship arrives in a foreign port, she must be granted free pratique first.

1a _____

2. After the arrival of the ship in the port, the Master is expected to tender the notice of readiness.

2a _____

3. Before the ship enters the port, she must radio her exact ETA.

3a _____

4. After the carrier has received the goods into his custody, he must issue to the shipper a bill of lading.

4a _____

5. When the ship loads for more than one port, a different colour is used on the cargo plan for each port.

5a _____

6. When the cargo had been discharged, the holds were cleaned.

6a _____

7. When the ship loads palletized shipments, we must allow for increased lost space.

7a _____

8. When the ship overtakes another, she should keep clear.

8a _____

9. After the ship had arrived in the port, the master had to tender the notice of readiness.

9a _____

10. Loading or discharging operations must not start before the Notice of Readiness has been accepted.

10a _____

4) Guided writing

As master of the M/V SKOLJ write a notice of readiness to your agents in the port of Genoa, using the following information:

- time of arrival: 16th May 19, 13.00 hrs
- place : anchorage
- loading to commence: 07.00 hrs on the following day
- lay days: in accordance with C/P, twelve hrs upon receipt of N/R

UNIT 8

SEA PROTEST

A. LEARNING OBJECTIVES

In this unit, students are expected to

1. Understanding the vocabulary on Sea Protest
2. Applying the vocabulary on Sea Protest
3. Identifying the TO+INFINITE and THAT-CLAUSE
4. Applying the TO+INFINITE and THAT-CLAUSE correctly
5. Writing Note of Protest

B. TEXT

Read the text below and answer the following questions!

In any of the circumstances enumerated below it is advisable for the master to note a protest.

1. Whenever during the voyage the ship has encountered conditions of wind and sea which may result in damage to cargo.
2. When from any cause the ship is damaged, or there is reason to fear that damage may be sustained.
3. When through stress of weather it has not been practicable to adopt normal precautions in the matter of ventilation of perishable cargo.
4. When cargo is shipped in such condition that it is likely to suffer deterioration during the voyage. In this case, however,

the protest will not be effective unless the bills of lading were endorsed to show the condition of the cargo at the time of shipment.

5. When any serious breach of C/P terms is committed by the charterer or his agent, such as refusal to load, unduly delaying loading, loading improper cargo, refusal to pay demurrage, refusal to accept B's/L in the form signed by the master, etc.
6. When consignees fail to discharge cargo or take delivery thereof, and pay freight in accordance with C/P or B/L terms.
7. In all cases of general average.

Protest should be noted as soon as possible, certainly within 24 hours of arrival in port and in the case of cargo protests before breaking bulk.

A **"note of protest"** is simply a declaration by the master of circumstances beyond his control which may give, or may have given, rise to loss or damage. Such declaration must be made before a notary public, magistrate, a consular officer, or other authority. Usually, statements under oath will be taken from the master and other members of the crew and these statements will have to be supported by appropriate log book entries. At the time of noting protest the master should reserve the right to extend it.

Protests are admissible in evidence before legal tribunals and, in many cases, are essential to the establishment of a claim.

- a) In many countries, particularly on the Continent protests are received in evidence as a matter of course.
- b) In the United Kingdom, however, they are not accepted as evidence in favour of the party making the protest unless both

parties consent The chief use of a protest in the United Kingdom is to support a claim by a cargo owner against his underwriters. There is no legal necessity for a protest in the United Kingdom and legal rights are in no way affected if a protest has not been noted.

On the Continent the position is different; there the noting of a protest is a condition precedent to certain legal remedies. For example, consignees cannot make a claim for cargo damage unless they protest within 24 hours of taking delivery of the goods and follow this up by a court summons within one month. The master, if he delivers the cargo and accepts the freight, will be barred from claiming the cargo's contribution in general average unless he notes protest within 24 hours and notifies the consignee that he has done so. It is not essential that a protest should be made on a special form but it is advisable and usual in practice.

A typical protest form reads as follows:

NOTE OF PROTEST (US)	
On this _____ day of _____ in the year One Thousand Nine Hundred and personally appeared and presented himself before me Consul/Notary Public _____, _____ Master of the _____ called the _____ with cargo of _____ bound for _____ and arrived at on the _____ day of _____ and fearing loss of damage _____ owing to he hereby notes his protest against all losses, damages & etc., reserving right to extend the same at time and place convenient.	
Signed before me _____ (signed)	
Consul	Master
Notary Public at _____ (signed)	

Here are some more examples of sea protests and extracts from logbooks:

(1)

NOTE OF PROTEST (UK)	
Be it hereby made known:	
<p>That on this the <u>15th</u> day of <u>February</u> in the year of Our Lord, <u>Two Thousand and Four</u> and personally appeared and presented himself in the office of Attorneys and Notaries before me, <u>John Mills</u>, Notary Public, by the authority of Government, duly admitted and sworn, <u>Henry J. Smith</u>, Master or Commander of the <u>MV Greenhouse</u> which sailed on a voyage from <u>Neaples</u> on the <u>23rd</u> day <u>January</u> <u>20</u> laden with a <u>full and complete cargo of furniture in containers</u> calling at <u>Algecinas and Port of New York</u> and arrived at this Port on <u>15th</u> day of <u>February 2004</u> now lying within the harbour. And the said Appearer did hereby declare to note his protest against all perils, dangers, casualties and occurrences of all nature or kind whatsoever and all loss or damage thereby occasioned, reserving to himself the right to extend the protest in times and places convenient, and causing this minute of all singular the premises to be entered in this register.</p>	
_____ Agents.	(Sgd) _____ Master. QUAD ATTESTOR
	_____ Notary Public

(2)

Notary Office:
Genoa, Italy

I _____, Master of the M/V _____ under the flag of the Republic of Croatia, owned by _____, Croatia, Gross Tonnage _____, Net. Tonnage _____, sailed from Rijeka, Croatia on _____, to Genoa, Italy, via Venice, Italy with a full load of bulk wheat of _____ Tonnes.

During the voyage the vessel met with stormy weather and heavy seas, the ship suffered rolling and pitching, heavily shipping water fore and aft and spraying overall.

*All precautions were taken to save the cargo and the ship but nevertheless, **fearing damage** to the cargo during the bad weather, **I state the present sea protest**, reserving the right to extend the same at the time and place convenient.*

Witnesses:

1. _____, Second Mate
2. _____, Chief Engineer,
- Master
3. _____

The Notary Office

(3)

Note of Protest

To

I,, signed below, in command of M/V under flag, of gross and net tons, owned by, loaded with tons of general/bulk/liquid cargo, sailed from to, arriving in on 19..., bring this protest against unlawful stopping and detention of my vessel by the Authorities/Navy.

On the date after passing at hrs local time in position I have been summoned by a patrol/war ship carrying the colours of to reduce speed and prepare for search. Upon examination of the ship's papers and cargo manifest the ship was released on at hrs free to proceed to her destination. The above said been duly noted in the ship's official log, pg.

As this is considered as an act of hostility and violation of the international law upon the high seas, **I herewith lodge this protest** and repudiate the responsibility for the possible consequences which may arise therefrom.

Master

(4) Extract from logbook: heavy weather damage.

4 December, 19_, 0800. On voyage from Yokohama to San Francisco with full cargo of uncrated motorcars (480). Course 068 true, speed 22.0 knots, wind S 7, sea 5, bar. 996 mb., overcast with squalls.

0830. received facsimile weather chart which indicated that a depression near Japan was quickly growing in intensity and moving eastwards at a speed of over 40 knots. Expected to overtake the ship early in the afternoon.

All lashings on cargo were checked and in some cases doubled.

1000. Wind S9, sea 7, bar. 990 mb. falling rapidly, squalls. Hove to on a southerly course, speed about 3 knots. Rechecked cargo lashings.
- 1010 to 1535. Hove to in position: 38° 18' N; 155° 50' E. Wind of hurricane force, S 10 to 11, in the squalls up to 12 and over. Very heavy sea and fierce squalls. The ship is riding fairly easily, but rolls violently at times.
1445. Passage of cold front. Sudden shift of wind from S 12 to W 12. Bar. 972 mb. Heavy continuous rain. Ship buried in foam and spray.
1500. Wind W 10, mountainous cross sea, bar. 986 mb. rising rapidly. Wind beginning to moderate.
1535. Wind W 8, sea 7, bar. 990 mb., cloudy. Weather conditions improving. Resumed voyage on course 090 true, speed 12 knots. Inspected all holds and found that a lorry lashed in No. 2 upper tween decks portside had come partly adrift and had damaged three motorcars marked Honda 850.
1800. Wind W 7, sea 6, bar. 1000 mb. Weather conditions sufficiently good to increase to full speed, 22.0 knots, course 080 true. The turnaround this time was fairly quick and the ship is expected ready to leave for Buenaventura tonight.

Master

C. QUESTION

1. What is the most frequent reason for entering a sea protest?
2. When will the condition of the cargo shipped be acceptable as a reason for entering a sea protest?
3. What are the other reasons for filing a protest?
4. Within what time should a protest be noted?
5. What is the purpose of the sea protest?
6. Where is the note of protest lodged?
7. Where is the protest used as evidence?
8. Is the sea protest accepted as evidence in the UK?
9. What is the use of the marine protest in other European countries and Croatia?
10. When will the consignee be able to claim for cargo damage?
11. What must the sea Protest be supported by?

D. EXERCISES

• Comprehension and Vocabulary

- 1) Fill in the appropriate form of the verb in brackets:
(LODGE, EXTEND, RELIEVE, ENTER, RAISE, ACCOMPANY)
 1. A sea protest must _____ within 24 hours of the ship's arrival
 2. Sea protests _____ in cases of collision, fire on board, unfavourable weather, engine breakdown, generator failure, etc.
 3. A protest can _____ later on if necessary.

4. Sea protests are _____ among the most important documents produced when claims against the Insurers.
5. Protests serve to _____ the Shipowner from liability for alleged damage or loss to the ship or cargo.
6. A sea protest must _____ by copies of the deck log book and of the engineroom log.

2) Fill in the blank spaces with the words in brackets (deck log): (DROPPED, HEAVE, PROCEEDING, APPARENTLY, SIGNALS, PRESCRIBED, PASSED, CAUSING, LODGING, HEARD, COMING)

10.00 Poor visibility. _____ at half speed on variable course.

12.00 Foggy weather and restricted visibility. anchors in position 40°03' N; 31° 00' E waiting for improvement of visibility. Strengthened, uninterrupted watch and sounding blasts on ship's whistle.

12.30 Fog signals are _____ from a vessel underway _____ from port side forward. To attract her attention we gave fog consisting of short blasts and flareup lights as by the Rules of the Road.

13.15 Heard a sound of heavy stroke coming from port side forward. The incoming vessel by our portside, struck the portside quarter, then bruised heavily the port shell plating, heavy damages.

13.40 It was proved that the colliding vessel was the m/v "SOLAS".

14.10 _____ up both stbd. and port anchors.
Engines stand by.

14.15 Slow ahead. Proceed to Barcelona for protest and repairs.

14.20 Full speed ahead toward Barcelona.

3) Supply the missing words (engine log): (ENGINE, STRUKE, BILGES, SPEED, ANCHORS, DAMAGE)

10.00 Half _____ ahead.

11.00 Slow ahead

11.15 Stop

12.05 Dropped both _____.

13.15 Heard strong sound of heavy _____ on the portside forward

13.30 No _____ to engine. We fear damage to shafting line

13.50 Sounding and checking engine found dry.

14.00 Stand by engine; heave up both

14.15 Slow ahead

14.20 Full speed ahead.

- **Grammar**

1) Verb + Noun (object) Collocations. Study each sentence in the text where the noun "protest" appears, then find and underline all the verbs that take this noun as object (or subject of a passive sentence); e.g.: "note a protest".

2) IT + BE + ADJECTIVE + to INFINITIVE.

Compare the following pairs of sentences: that-CLAUSE

1. (a) It is advisable for the master to note a protest.
(b) It is advisable that the master notes a protest.
2. (a) It has not been practicable to adopt normal precautions in the matter of ventilation
(b) It has not been practicable that normal precautions in the matter of ventilation be adopted.
3. (a) It is not essential to make a protest on a special form.
(b) It is not essential that a protest is/be made on a special form.

Replace the TO-INFINITIVE constructions with THAT—CLAUSES as in the above examples:

1. It is necessary to note a protest immediately.
2. It is important to support the notes of protest by extracts from the logbook.
3. It is advisable to insist on the presence of the agent when noting a protest.
4. It is necessary to consult the logbook and other ship's documents.
5. It is advisable to note a protest in the first port of call.
6. It is most convenient to enter the ship outwards as soon as the Jerque Note has been issued.
7. It is important for the protest to be signed by witnesses.

2) Guided Writing

1. Make an outline (headings and subheadings) of the text on the Note of Sea Protest. The outline should help you as a reminder in presenting the text both orally and in writing. Use PowerPoint or transparencies (slides).

Suggestions:

1.	_____
2.	_____
2.1	_____
2.2	_____
2.2 (a)	_____
2.2 (b)	_____
2.3	_____
3.	_____
4.	_____
5.	_____

2. Make up a sea protest on the basis of the following headlines (add other information if necessary):
 - your vessel name "MARINA"
 - cargo carried: refrigerated container cargo
 - voyage: Rijeka to Boston
 - cause of protest: breakdown of main generator
 - no power for 10 hours
 - damage feared: possible deterioration of frozen and chilled cargo due to power failure in supplying reefer containers

UNIT 9 (a)

PROCEDURE ON ARRIVAL AT A PORT

A. LEARNING OBJECTIVES

In this Unit, students are expected to

1. Understand the vocabulary on Procedure on Arrival at Port
2. Apply the vocabulary on Procedure on Arrival at Port
3. Identify the conjunction
4. Apply the conjunction correctly
5. Deliver the procedures on Arrival at Port orally

B. TEXT

Read the text below and answer the following questions!

Ship arrival and departure procedures vary from port to port, but some of the necessary formalities will follow on the same or similar lines everywhere.

Signals on approach: If the ship is healthy, she should fly a Q or show lights red over white. If the ship is an infected or suspected ship, she should fly or flash QQ or show the white over red light. In any case, where it is possible, the port health authority should be notified in advance by radio.

The master, before arrival at a first port of call, shall ascertain the state of health on board. On arrival he should complete and deliver to the health authority for that port a MARITIME DECLARATION OF HEALTH which shall be countersigned by the

ship's surgeon, if one is carried. If there is any doubt of the ship being detained or delayed for health reasons, the master should, before approaching the port, and not less than four nor more than 12 hours before arrival, wireless in to the local health authority giving full particulars, i.e. name of ship, ETA, and all important details about the health of his ship. This will enable the medical officer to meet the ship at the earliest possible moment, to obtain necessary supplies of vaccines, and to make arrangements for hospitalization, if needed. The master should have ready a full list of crew and passengers and ports of call throughout the voyage or at any rate for the last six weeks, together with the Declaration of Health. In many ports pilots are issued with a list of "suspect ports" and are instructed to communicate with the Port Health Authorities if the ship has called at any of them during the previous four weeks. If she has, Free Pratique will not be granted by the Customs until the vessel has been visited by the Port Medical Officer.

Bringing to: The ship must be brought to at the "outer boarding station" of the port, where the master should have ready for production the Maritime Declaration of Health (illustrated above) as well as the Deratting (or Exemption) Certificate. No unauthorized boarding or leaving the ship must be permitted until she is cleared. Granting pratique: The Customs preventive officer will board the ship, ask questions regarding the health of persons on board, take delivery of the signed Declaration and, if justified, grant a Pratique Certificate on behalf of the health authority.

**CERTIFICATE OF "PRATIQUE"
BY CUSTOMS OFFICER**

(1) Master's name	I hereby certify that I have examined (1) ...JAMES...ARTHUR.....GREENWOOD.....
(2) Ship's Name	Master of a ship called the (2) "FORESTER"...
(3) Port where voyage commenced	lately arrived from (3) TAKORADI..... and that it appears by the (4)written.....
(4) "Verbal" or "written" as the case may be	answers of the said Master to the questions put to him that there has not been on board during the voyage any infectious disease demanding detention of the ship by the Customs authorities and that she is free to proceed.

Given under my hand at
LONDON

This certificate, issued by the Customs authorities, does not exempt the ship from any requirement which may be made by the Medical Officer of the Health Authority under the Law in that respect.

this 12th day of April
19 73
(Signed)

a. Williamson

Preventive (~~as the case may be~~)
Officer of Customs and Excise

Entering inwards: When the ship is berthed, the master must report her arrival at the Custom House. The ship must be reported within 24 hours of arrival (Sundays and holidays excepted) and before "breaking bulk", i.e. the commencement of discharge. If the vessel arrives outside working hours and immediate discharge is desired, an "interim" report will be made on board immediately on arrival. This may be done even during working hours, especially in the case of passenger ships, to save time. The master may nominate a responsible officer of the ship to make the report on his behalf.

Report: When reporting at the Custom House, inward light dues are paid and GENERAL DECLARATION ON ARRIVAL (or Inward Entry) is completed by the Master or Agent. The CERTIFICATE OF REGISTRY and DECK CARGO MEMO, is required to assess the amount due. The master then goes to the Reporting Officer with the necessary papers and swears the correctness of the information contained in them.

STORE LIST of

S Arr. From
 Master Net Gross Crew

STEWARD DEPARTMENT

Bread lbs.
 Biscuit lbs.
 Bacon and ham lbs.
 Butter and Margarine . lbs.
 Cheese lbs.
 Cocoa and Chocolate . lbs.
 Coffee lbs.
 Eggs lbs.

Rum lbs.
 Tobacco lbs.
 Whiskey bottle...
 Whiskey gall....
 Wine

DECK AND ENGINE DEPARTMENT

It is useful to know the names of customs officers according to their duties:

- Preventive Officer issues the Certificate of Pratique.
- Reporting Officer receives the Report.
- Waterguard Officer issues the Jerque Note (Inward Clearing Bill).

As soon as the ship is ready to discharge, the master should serve a NOTICE OF READINESS on the receiver (consignee) or his agent. The Waterguard Officer checks the landing of all goods

destined for the port and when the discharge is completed the ship is searched and the stores checked and compared with the Surplus Store List, and if all is in order the INWARD CLEARING BILL (or JERQUE NOTE) is issued.

Hatch survey and protest: If the master has grounds to fear that cargo may be damaged, he should (unless this has been done by radio beforehand) arrange a hatch survey and notify the consignees or their agents accordingly. That gives them an opportunity to appoint a surveyor to act on their behalf. When cargo damage is suspected a protest should be noted before a Notary Public or a consular officer and the right to extend it reserved.

Generally, if the surveyors find that the hatches had been properly covered and secured, that the top stowage was in order, the ventilation and dunnaging arrangements were satisfactory, and that any water damage was not due to salt water, that will be sufficient to defeat claims against the ship.

C. QUESTION

1. What signals, flags or lights, should a ship exhibit when arriving at a port?
2. Explain and discuss Maritime Declaration of Health.
3. What should the master radio to the port health authorities
4. What are the documents that the Master should prepare for the Health, Immigration, Customs, and Port authorities?
5. What is Free Pratique, and who grants it?
6. What does "bringing to" mean?

7. Within what time must the ship be reported at the Custom House?
8. Where are the inward light dues paid?
9. What documents are issued by the following officials: Preventive Officer, Reporting Officer, Waterguard Officer?
10. What is a Jerque Note?
11. What does the Master do if he fears that the cargo may have been damaged?
12. What must the surveyor make sure to repudiate claims against the ship?

D. EXERCISE

- **Comprehension and Vocabulary**

- 1) Fill in the blank spaces (in case of verbs supply the right form): (Report, enter in, ballast, authorize, master, arrival, bulk)

On arrival at her port of destination the vessel is required to be _____ with the Customs. This is the responsibility of the _____, who must report to the Custom House. There he will sign the _____ before the officer of the Report Seat. This must be done within 24 hours of _____ in the port from a foreign port, whether loaded or in _____. Penalty (in UK) for failure to report, or "breaking " before reporting, is fined Lstg. 100. The master may _____ an officer of the ship or an agent ashore to represent him.

- 2) Decide which of the following terms refers to the definitions below: (Maritime declaration of health, Free pratique, certificate of registry, REPORT, JERQUE NOTE, CARGO MANIFEST, PASSENGER LIST)
1. Document issued to the Master when cargo is shipped. Contains particulars of cargo, shipper's name, marks and numbers, quantities, where loaded, Master's name, particulars of the ship.
 2. Document (or a form) signed by the Master or Agent and presented to Customs authorities when entering inwards. Describes the ship, cargo, stores, list of passengers, dangerous cargo etc.
 3. A document issued by the master giving particulars of the ship's health conditions on the basis of which the Health authorities in a port give the Bill of Health to the Master.
 4. A vessel's identity certificate. Issued by the Government of a country after the vessel has been surveyed.
 5. Certificate given by the Customs searcher (i.e. Waterguard Officer) when the ship has been searched and no unentered goods are on board; also called Inward Clearing Bill.
 6. A document giving the number, nationality and other particulars of passengers on board.
 7. Certificate issued by medical officer of a port to an arrived ship when he is satisfied that health of crew is satisfactory.

- **Grammar**

1) Insert the missing preposition:

On arriving _____ the limits _____ a (UK) port, the ship will be boarded a preventative officer, _____ whom the master presents the bil _____ health. The Customs collect the Bill _____ Health and pass it _____ the local Medical Authority. The Bill of Health is a document which certifies that the health any individual board is completely free _____ any contagious disease. The document is signed _____ the ship's medical officer, and _____ his absence, the master.

2) Supply the right form of the verbs in brackets and fit the appropriate conjunction (If, That, In order to, Which, When, Who, Before, As soon as, So that):

_____ the deratting certificate (issue) in accordance with the Public Health Regulations, the Customs preventative officer (visit) the vessel; (compare) the list of stores with the amount in the ship's pantry. _____ the Customs preventive officer (be) satisfied _____ everything is in order, the stores (seal) duly and (remain) so until the vessel (leave) port. He then (proceed) to search the vessel with a view to securing contraband.

_____ these formalities (complete) satisfactorily, a report on the form called "General Declaration on Arrival" (make). The master (apply) for a pilot bring the

ship to the berth or dock. He or his agent then (proceed) to present the required documents (i.e. Certificate of Pratique, Passenger List, Custom House report, Cargo Manifest, Deck Cargo Certificate, Tonnage Dues Slip) to the port Custom House _____ discharge and/or loading may (commence).

_____ the discharge (complete) and all the formalities (finish), the master (give) a certificate of inward clearance _____ is known as "jerque note" or Inward Clearing Bill.

3) Word forms. Supply the right word form (noun or verb) as required: (certify, certificate; declare, declaration; complete, completion)

1. The cargo must be _____ on a document called cargo manifest.
2. This is to _____ that the ship is free from any contagious disease.
3. Has the _____ of Pratique been granted?
4. Please _____ this form and hand it to the Reporting Officer.
5. Upon _____ of the discharge and search of the holds the Waterguard Officer issues the Jerking Note.
6. At the outer boarding station the Master produced the Maritime _____ of Health to the Medical Officer.

4) GUIDED WRITING

Write a summary of the above reading text by following these headlines:

- signals approach: healthy, infected, suspected ship
- bringing to granting pratique (documents)
- entering inwards: reporting the ship at the Custom House
- documents on reporting: certificate of registry, deck cargo certificate, cargo manifest, notice of readiness, etc.
- issuing of the Jerque note
- hatch survey and protest

UNIT 9 (b)

PROCEDURES ON DEPARTURE (CLEARANCE OUTWARDS)

A. LEARNING OBJECTIVES

In this unit, students are expected to

1. Understand the vocabulary on Procedure on Departure
2. Apply the vocabulary on Procedure on Departure
3. Identify the conjunction
4. Apply the conjunction correctly
5. Deliver the procedures on departure orally

B. TEXT

Read the text below and answer the following questions!

The master must enter the ship outwards on the ENTRY OUTWARDS AND DECLARATION form. It is most convenient to enter outwards - as soon as the Jerque Not has been issued, as the ship cannot begin loading her outward cargo until this has been done. However, if it is required to commence loading outwards before all the inward cargo has been discharged, a special permit must be obtained.

THE ENTRY OUTWARDS AND DECLARATION form should contain: name of ship, name of master, port of registry, net tonnage, number of crew, where the ship is lying the name of any previous loading port, destination, whether with or without passengers

particulars of any inward cargo, particulars of previous voyage, and the name and address of the agent. Either Master or Agent can sign it.

The master or the agent must go to the Custom House and first pay the outward light dues unless these dues have already been fully paid for the current financial year. If the ship is a foreign going ship and has deck cargo, the owner, agent or master must complete form to declare the space occupied by the deck cargo. The form must be shown to the Custom Officer who is last on board at the beginning of the voyage.

Having settled the matter of light dues, the Master or Agent must then go to the Inspector with the following papers:

Certificate of Registry, Deck Cargo Certificate, Safety Certificate (or Certificates), Outward Light Bill Receipt, Load Line Certificate, Clearance Outwards and Victualling Bill, Manifest (or Declaration that one will be delivered within 14 days of vessel's departure) List of Outgoing Passengers (if any), signed by Master and countersigned by Emigration Officer, Inward Clearing Bill (Jerque Note). When the Custom Inspector is satisfied with the above named documents, he will date, stamp and sign the CLEARANCE OUTWARDS and hand it to the Master. Once the port clearance has been issued, the ship is, as far as the Customs authority is concerned, free to sail from the port. But if the ship is in an enclosed dock, the Dock Master will require to sight the "Dock Pass" (issued by the authority when dock dues have been paid) before he will permit the vessel to leave.

**** Slika “Vessels with cargo” ****

Engagement of Crew and Preparation for Voyage

It is important that those signing on should have all the necessary documents such as Certificate of Competence, or Certificate of Qualification, Discharge Book (or Seaman's Book, Seaman's Passport) and Yellow Book (Vaccination Certificate). The Master must maintain a List of the Crew, see that he has an Official Log Book for the voyage together with the necessary supplementary logs (Radio 1 and 2, Watertight doors, etc. for passenger ships), Oil Record Books, and supply of Account of Wages forms, National Insurance form, etc.

Manifest. There is no official form for this, which may be in ordinary manuscript, written or typed, though some shipping companies may have their own special forms for the purpose. It should contain a detailed description of the ship's cargo showing marks and numbers of packages or other units, weights or quantities, name of shipper, name of consignee (or "to order"), port of shipment, intended port of discharge, reference number of the B/L for each package or unit, name and particulars of the vessel, and the name of the master. In the case of a general cargo liner the manifest is not usually ready at the time when the vessel clears. Accordingly, the clearing officer accepts a declaration that a manifest will be delivered within 14 days.

Advance copies sent to agents of the ship abroad are useful to enable them to make preparations for berthing and unloading.

C. QUESTION

1. On what form is the clearance outwards entered?
2. What data should the Entry Outwards and Declaration contain?
3. What dues must be paid in order to clear the ship outwards?
4. When is the ship exempted from the payment of such dues?
5. What are the documents that must be presented to the Inspector?
6. What does the Clearance Inspector finally hand to the Master?
7. When is the Dock Pass required?
8. What are the documents required from the ship's personnel?
9. What information is entered in the Manifest?

D. EXERCISE

• Comprehension and Vocabulary

- 1) Fill in the missing words or phrases from the brackets: (ON HIS BEHALF, FINALLY, PERSONALLY, IN PREPARING, THE COLLECTOR OF CUSTOMS, ON BOARD)

_____ the vessel to leave a (UK) port the Master or his Agent shall attend before _____ or other Customs officer. He is not normally required to attend the Custom House _____, and may give written authority to the agent to clear. When outward clearance is applied for the following documents are required to be presented: Clearance Outwards, Load Line Cert., Ship's certificate of registry, Wireless Certificate, Light Dues Certificate, safety equipment

cert., Passenger List, and General Declaration of Departure. The last document includes any imported cargo remaining _____ for exportation. _____ the Inward Clearing Bill is needed.

2) Here is a list of terms used in clearing the ship inwards or outwards. Find synonymous or similar terms (i.e. having the same or nearly the same meaning):

- entry outwards and declaration
- certificate of pratique
- light dues certificate
- clearance outwards/inward
- Inward Clearing Bill
- Consignee
- to break bulk
- Port Health Officer
- De-Ratting Certificate
- Reporting Officer
- Collector of Customs
- Wireless Certificate

3) Make a list of all the documents used in clearing the ship outwards, and compare them with the corresponding ones used for the clearance inwards, i.e.:

GENERAL DECLARATION ON ARRIVAL ENTRY
OUTWARDS AND DECLARATION

- **Grammar**

- 1) Choose the right verb in the brackets to form verb+noun collocations; supply the right verb form: (SUBMIT, GIVE, PROVIDE, COMPLETE, LEAVE)

When these formalities satisfactorily _____, the ship may _____ the port on her voyage. In addition the ship manifest and passenger list, which particulars of the names of passengers carried, must _____ to the port Custom house within 14 days of clearance of the ship. The manifest is a list of cargo on board _____ particulars of the cargo, content, marks, shippers, and consignees.

- 2) Concession is expressed in the sentence:

1. There is no official form for this, though some shipping companies may have their own special forms for the purpose. Other examples of concession from the previous lessons are:
2. The Merchant shall tender the goods when the vessel is ready to load, notwithstanding any custom of the port.
3. No matter whether expressly arranged beforehand or otherwise, the Carrier shall be at liberty to carry the goods by the said or other vessel.
4. Although much trade is based of FOB or CIF contracts, the most useful type of B/L is the clean, negotiable, "through" Bill of Lading.
5. In spite of the engine breakdown the ship managed to arrive on time.

6. However hard the agent tries, the cost of loading cannot be reduced.

Construct the following sentences to convey the idea of concession. Use one of the above conjunctions or phrases to introduce concession:

1. A knowledge of the stowage is very useful to the ship's officer. The cargo characteristics were given on the B/L.
2. There were similar types of ships in the past. Roro operations started only after the 2nd World War.
3. Permission to immobilise engines was given by the Harbour Master. This was later cancelled due to an approaching storm.
4. The clean receipt was issued. The cargo delivered was not in good order and condition.
5. The ship was allowed to leave port. She did not submit the cargo manifest at the time of clearing.
6. The Custom Inspector signed the Clearance Outwards. The ship did not produce all the necessary documents.

UNIT 10

MARINE INSURANCE

A. LEARNING OBJECTIVE

In this Unit, students are expected to

1. Understanding the vocabulary on marine insurance
2. Applying the vocabulary on marine insurance Identifying the conjunction
3. Applying the preposition and conjunction correctly
4. Writing letter of receiver to the ship agents

B. TEXT

Read the text below and answer the following questions!

Insurance is a means of protection against loss, whereby the cost of the loss, which would otherwise fall upon the owners, is taken over by the insurer.

The document embodying the contract of insurance is called a policy. An Insurance Policy is a written contract whereby the insurer (an insurance company), on the basis of an agreed payment termed the premium, undertakes to make good to the insured, any loss or damage to the property specified therein. The document is signed by the insurer only.

Marine Insurance is the insurance of interests (property and earnings) that may be imperilled in a maritime adventure. Goods are as a rule insured against various risks from the moment they

leave the suppliers' storehouses until they enter the storehouses of the consignees.

Ships also are insured the moment they start being built up to the moment when they are put out of commission.

Risk covered by Marine Insurance

- 1) Total loss: a loss that makes the property valueless to the insured. Total loss may be:
 - a) actual total loss, where the subjectmatter insured is destroyed or so damaged as to cease to be a thing of the kind insured. Examples: a vessel posted "as missing" or hides so damaged as to become putrid and therefore valueless as hides;
 - b) constructive total loss occurs when the subject matter insured is reasonably abandoned on account of its total loss appearing to be unavoidable, or because it could not be preserved from actual loss without an expenditure which would exceed its value when preserved.
- 2) Particular average a loss less than total to cargo or ship signifies damages or a partial loss sustained by ship, goods or freight through some accidental cause. Such damage occurs, for instance, if crated bicycles are corroded by sea water or if tobacco becomes soaked with sea water.
- 3) General average consists of a voluntary sacrifice or of extraordinary expenses, for the common safety of the adventure.

Claims

When a loss occurs, the insured must notify the insurers and take steps to save as much as possible of the objects insured. Moreover, the insured must call in a surveyor to examine the damaged goods and issue a survey report, stating the cause and extent of the damage, usually in percentages.

At the same time the insured sends formal notice of the damage (a letter of protest to the Owner in order to reserve for himself or his underwriters the right to sue him for the damage.

If the loss is recoverable under his policy, the insured files a note of claim against the insurer supported by the following principal documents:

- A copy of the Insurance Policy (to prove that the goods were insured)
- A copy of the Bill of Lading (to prove that the goods were shipped)
- A copy of the Survey Report (to prove that the goods were damaged)
- The letter of protest sent to the owner (to prove that he has reserved for himself and the insurer the right to sue the carrier)
- The invoice
- A claim release and discharge.

C. QUESTION

1. What is the Insurance Policy?
2. What is insured in marine insurance?

3. What period does the insurance of goods in transport cover?
4. How long are ships generally insured?
5. What are the risks covered by marine insurance?
6. Give some examples of "actual total loss".
7. When does the "constructive total loss" occur?
8. What are the losses referred to as Particular Average?
9. What does General Average consist of?
10. Explain the procedure following a loss, i.e. an accident at sea? The duties of the insured and the insurer.
11. What are the documents to be presented along with a claim against the insurer?

D. EXERCISE

- Comprehension And Vocabulary

- 1) Fill in the blank spaces with the words from the list below:

(PREMIUM, ACTUAL TOTAL LOSS, UNDERWRITERS, BROKER, LLOYD'S, PERILS, POLICY, INSURER, INSURANCE)

1. The most famous insurance market in the world, _____ of London, has many aspects. It is a society of _____, a corporation, a world center of marine intelligence, and a specialist publishing house for maritime and legal affairs.
2. In general practice the insured does not deal directly with the underwriters, but negotiates through an insurance _____.

3. When the subjectmatter of _____ is destroyed or so damaged that it cannot be considered a thing of the kind insured, such a loss is defined as _____ .
 4. The insured pays a sum of money to the underwriter known as _____.
 5. Maritime _____ include fire, war, capture, jettison, barratry, etc.
 6. The party that undertakes to indemnify the insured under an insurance policy is called the or _____.
 7. The Insurance _____ is a written document of contract where the underwriter undertakes to indemnify the insured for the loss or damage up to a certain limit.
- 2) State which of the following terms in brackets are defined below: (ACTUAL TOTAL LOSS, CARGO OUTTURN REPORT, PARTICULAR AVERAGE, INSURANCE BROKER, GENERAL AVERAGE, MARITIME PERILS, CONSTRUCTIVE TOTAL LOSS, UNDERWRITER, POLICY)
1. A right claimed by the assured for the property lost, where recovery is unlikely:_____.
 2. One who agrees to compensate another person for loss from an insured peril in consideration of payment of a premium:_____.
 3. Kind of risk where the property has been completely destroyed, a missing ship for example: _____.
 4. A contract of insurance: _____.
 5. A hazard or risk at sea: _____.

6. An accidental loss to the ship or cargo or freight: _____.
7. A voluntary sacrifice or extraordinary expenses for the common safety of a maritime adventure: _____.
8. Report of the quantity of cargo discharged from a ship: _____.
9. An intermediary who negotiates insurance contracts with the underwriters on behalf of the shipowner, i.e. the assured: _____.

3) Supply the missing word from the list below: (SHIPMENT, PRINCIPAL, COMMENTS, BILL OF LADING, DELIVERY, DAMAGE)

LETTER of the Receivers (Forwarders) to the Ship Agent concerning loss of and damage to cargo:

Re: bags _____, B/L _____
Ex MV _____ from _____, dated _____.

On taking _____ of the above mentioned the following remarks were made: "112 bags torn, stained, slack, part of contents missing".

For this shipment we possess a clean _____ and on behalf of our we must hold you responsible for this _____ and shortage.

While awaiting your _____ we remain,

Yours truly, _____ (International Forwarders)

- **Grammar**

- 1) Supply the right form of the verb in the order of appearance:
BE, TAKE, SEE, BREAK, BE, BE, PUT, DAMAGE, DO,
ESTIMATE, DESTROY, INCLUDE, BE, ARRANGE

MASTER : Ah! Good morning, Agent. I _____ glad to see you. _____ a seat.

AGENT : What is it you wanted to _____ me about?

MASTER : You are aware of a small fire which _____ out while you were away, you?

AGENT : Yes, I am. What _____ the cause of the fire?

MASTER : A short circuit in the electrical wiring. The fire _____ under control immediately but a certain number of packages _____ or destroyed by the fire and heat.

AGENT : _____ you expect great losses?

MASTER : The losses are _____ at \$ 13,000. Here is the list of what was damaged or _____. As eventual loss _____ in the Insurance Policy, I most grateful if you will _____ for the insurers to visit our ship as soon as possible.

2) Supply the missing prepositions and conjunctions (kind of the latter indicated in brackets):

AGENT : Who underwrote the Policy? Lloyd's wasn't it?

MASTER : Yes, we're insured _____ Lloyd's underwriters. Please make the necessary arrangements _____ a quick settlement our insurance claim _____ (result) we could leave _____ delay.

AGENT : _____ course, Master, I'll go out _____
(purpose) get in touch the underwriters and
shall try to arrange that visit.

MASTER : The telephone is _____ at the gangway.

AGENT : Well, Master, I have spoken _____ the
underwriters. They seem willing _____ pay
damages _____ (contrast, restriction) first
they will have an adjuster visit your ship
(purpose) carry out an inspection and estimate
the value _____ the damaged or
destroyed goods. As you know, the
underwriters employ a firm _____
adjusters _____ (relative) job is to assess
the loss or damage.

MASTER : When is the adjuster likely to arrive?

AGENT : Late _____ the afternoon, I think.

MASTER : I would like you to be here _____ (time) the
adjuster comes.

AGENT : I'll do my best to be _____ time. I hope I'll
manage it. Unfortunately, I have another
insurance claim to deal _____.

REFERENCES

Master morpheme list from Vocabulary Through Morphemes:
Suffixes, Prefixes, and Roots for Grades 4-12, 2nd Edition,
Ebbers, 2010 (www.sopriswest.com)

Murphy, Raymond. 2004. *English Grammar in Use (A self-study
Reference and practice book for intermediate students of
English)*. Singapore: Cambridge University Press

Pritchard, Boris. 2004. *Ship's Business in English*. Rijeka

Stephens, Kevin. 2007. *Glossary (Chartering and Shipping Terms)*.
Hamburg: Rickmers-Linie

BIOGRAFI PENULIS



Yuniar Ayu Hafita, lahir di Kendal, 23 Juni 1989. Penulis lulus sekolah dasar di SDN 1 Payung tahun 2000. Setelah itu, pada tahun 2003, penulis menyelesaikan sekolah menengah pertama di SLTPN 2 Kendal. Lalu, penulis lulus sekolah menengah atas di SMA Negeri 1 Kendal tahun 2006. Pada tahun yang sama penulis melanjutkan pendidikan tinggi di Universitas Negeri Semarang (UNNES) pada program studi Pendidikan Bahasa Inggris dan lulus pada tahun 2010. Di tahun 2010, penulis menjadi Aparatur Sipil Negara (ASN) sebagai Dosen Bahasa Inggris di Politeknik Ilmu Pelayaran (PIP) Makassar. Kemudian, penulis menyelesaikan pendidikan Magister Pendidikan Bahasa Inggris di Universitas Negeri Makassar (UNM) pada tahun 2017. Selanjutnya di tahun 2018, penulis pindah tugas di Politeknik Pelayaran Sorong sampai saat ini.

Sebagai dosen Bahasa Inggris di bidang maritim, penulis telah mengikuti beberapa pendidikan dan pelatihan seperti Diklat Pengasuh Taruna Badan Pengembangan SDM Perhubungan di Akademi Angkatan Udara Yogyakarta; *Training Course for Instructor based on International Maritime Organization Model Course (IMO M.C.) 6.09*; *Training of Train the Simulator tariner and Assessor IMO M.C. 6.10*; dan *Training Course for Assessment, Examintation and Certification IMO M.C. 3.12*.

Saat ini penulis mengampu mata kuliah Bahasa Inggris Maritim pada Program Diploma Tiga, Diklat Pelaut Pembentukan dan Peningkatan. Berdasarkan pengalaman penulis sebagai Dosen Bahasa Inggris, diharapkan dengan kehadiran buku ini dapat menambah referensi bagi pembaca tentang Bahasa Inggris Maritim (*Maritime English*) dan tentunya menambah wawasan bagi taruna/i untuk mempelajari ilmu kepelautan khususnya dalam komunikasi dalam Bahasa Inggris.



Agus Sulistiono, lahir di Wonosobo, 17 Agustus 1985. Penulis lulus sekolah dasar di SDN 1 Pecekelan tahun 1999. Setelah itu, pada tahun 2002, penulis menyelesaikan sekolah menengah pertama di SMP Muhammadiyah 2 Sapuran. Lalu, penulis lulus sekolah menengah atas di SMA Negeri 1 Sapuran tahun 2005. Pada tahun yang sama penulis melanjutkan pendidikan tinggi di Universitas Negeri Semarang (UNNES) pada program studi Pendidikan Bahasa Inggris dan lulus pada tahun 2008. Di tahun 2009, penulis menjadi Aparatur Sipil Negara (ASN) sebagai Dosen Bahasa Inggris di Politeknik Ilmu Pelayaran (PIP) Makassar. Kemudian, penulis menyelesaikan pendidikan Magister Pendidikan Bahasa Inggris di Universitas Negeri Makassar (UNM) pada tahun 2015. Selanjutnya di tahun yang sama, penulis dipindah tugaskan di Politeknik Pelayaran Sorong sampai saat ini.

Sebagai dosen Bahasa Inggris di bidang maritim, penulis telah mengikuti beberapa pendidikan dan pelatihan seperti Diklat Pengasuh Taruna Badan Pengembangan SDM Perhubungan di Akademi Militer Magelang; *Training Course for Instructor based on International Maritime Organization Model Course (IMO M.C.) 6.09*; *Training of Train the Simulator trainer and Assessor IMO M.C. 6.10*; *Training Course for Assessment, Examination and Certification IMO M.C. 3.12*; *Traning for Trainer of Maritime English IMO M.C. 3.17*.; dan *Smart Port Training* oleh *National Center for Ports and Shipping (University of Tasmania, Australia)*.

Saat ini penulis mengampu mata kuliah Bahasa Inggris Maritim pada Program Diploma Tiga, Diklat Pelaut Pembentukan dan Peningkatan. Berdasarkan pengalaman penulis sebagai Dosen Bahasa Inggris, diharapkan dengan kehadiran buku ini dapat menambah referensi bagi pembaca tentang Bahasa Inggris Maritim (*Maritime English*) dan tentunya menambah wawasan bagi taruna/i untuk mempelajari ilmu kepelautan khususnya dalam komunikasi dalam Bahasa Inggris.



Yuniar Ayu Hafita lahir di Kendal, 23 Juni 1989. Riwayat pendidikan di SDN 1 Payung (2000), SLTPN 2 Kendal (2003), SMA Negeri 1 Kendal (2006), S-1 Pendidikan Bahasa Inggris Universitas Negeri Semarang (2010), dan S-2 Pendidikan Bahasa Inggris Universitas Negeri Makassar (2017). Tahun 2010, penulis menjadi ASN (Aparatur Sipil Negara) sebagai Dosen Bahasa Inggris Politeknik Ilmu Pelayaran Makassar. Tahun 2018, penulis pindah tugas di Politeknik Pelayaran Sorong sampai saat ini. Penulis telah mengikuti beberapa pendidikan dan pelatihan, seperti Diklat Pengasuh Taruna Badan Pengembangan SDM Perhubungan (Akademi Angkatan Udara Yogyakarta); Training Course for Instructor based on IMO M.C. (International Maritime Organization Model Course) 6.09; Training of Train the Simulator Trainer and Assessor IMO M.C. 6.10; Training Course for Assessment, Examination and Certification IMO M.C. 3.12. Saat ini, penulis mengampu mata kuliah Bahasa Inggris Maritim pada Program D-3, Diklat Pelaut Pembentukan dan Peningkatan.



Agus Sulistiono lahir di Wonosobo, 17 Agustus 1985. Riwayat pendidikan di SDN 1 Pecekelan (1999), SMP Muhammadiyah 2 Sapuran, SMA Negeri 1 Sapuran (2005), S-1 Pendidikan Bahasa Inggris Universitas Negeri Semarang (2008), dan S-2 Pendidikan Bahasa Inggris Universitas Negeri Makassar (2015). Tahun 2009, menjadi ASN (Aparatur Sipil Negara) sebagai Dosen Bahasa Inggris Politeknik Ilmu Pelayaran Makassar. Di tahun yang sama, penulis dipindahtugaskan di Politeknik Pelayaran Sorong sampai saat ini. Penulis telah mengikuti beberapa pendidikan dan pelatihan, seperti Diklat Pengasuh Taruna Badan Pengembangan SDM Perhubungan (Akademi Militer Magelang); Training Course for Instructor based on IMO M.C. (International Maritime Organization Model Course) 6.09; Training of Train the Simulator Trainer and Assessor IMO M.C. 6.10; Training Course for Assessment, Examination and Certification IMO M.C. 3.12; Training for Trainer of Maritime English IMO M.C. 3.17; Smart Port Training oleh National Center for Ports and Shipping (University of Tasmania, Australia). Saat ini, penulis mengampu mata kuliah Bahasa Inggris Maritim pada program D-3, Diklat Pelaut Pembentukan dan Peningkatan.