

1860 年格拉斯哥決議

The Glasgow Resolutions 1860

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- § 1 as a general rule, in case of the voluntary stranding of a vessel, the loss or damage to ship, cargo, or freight, consequent on such stranding, ought not to be the subject of general average, but without prejudice to such a claim in exceptional cases, upon clear proof of special facts.
- § 2 The damage done to ship, cargo, and freight in extinguishing a fire, ought to be general average.
- §3 The damage done to cargo by chafing and breakage, resulting from a jettison of part of the remainder of the cargo, ought not to be allowed in general average.
- § 4 The damage done to cargo, and the loss of it and of the freight on it, resulting from discharging it at a port of refuge in the way usual in that port with ships not in distress, ought not to be allowed in general average.
- § 5 The loss sustained by cutting away the wreck of mast accidentally broken ought not to be allowed in general average.
- § 6 The expense of warehouse-rent at a port of refuge on cargo necessarily landed there, the expense of re-shipping it, and the outward port-charges at that port, ought to be allowed in general average.
- § 7 The damage done to the ship, cargo, and freight by carrying a press of sail, ought not to be allowed in general average.
- § 8 The wages and provisions for the ship's crew ought to be allowed to the shipowners in general average, from the date the ships reaches a port of refuge until the date on which she leaves it.
- § 9 When the amount of expenses is less than the value of the property finally saved, the contributing values of the ship, freight, and cargo ought to be their values to the owners of them respectively at the termination of the adventure.
- § 10 When the amount of expenses is greater than the value of the property saved, the proceeds of the property so saved ought to be applied towards those expenses; and the excess of the expenses over the proceeds ought to be apportioned as if
- §1 作為一般規則的是，於船舶自願擱淺時，因該擱淺隨後而致對船舶、貨物或運費之減失或毀損，不應為共同海損補償之對象，然此不損及依特定事實之明確證據，得於任何異常情況所為之求償。
- §2 為滅火所致對船舶、貨物及運送之損害，可獲共同海損補償。
- §3 因投棄部分貨物，而導致剩餘貨物因磨損或斷裂之貨物損害，不獲共同海損補償。
- §4 因於避難港卸貨所致對貨物之毀損及減失及其運費損失，如為船舶未處危難能會如此為之者，不獲共同海損補償。
- §5 割棄因意外破損之桅桿殘骸所致之損失，不獲共同海損補償。
- §6 貨物必須上岸之避難港倉儲租金費用、重新裝船費用及該港之出港費用，可獲共同海損補償。
- §7 風帆滿風所致對船舶、貨物及運費之毀損，不獲共同海損補償。
- §8 船舶抵達避難港以迄船舶離開避難港間之船員薪津及給養，船舶所有人得列計共同海損。
- §8 費用額低於最後獲救財產價值者，船舶、運費及貨物之分擔價值應依其於冒險終了地之交付給各自所有權人之價值。
- §9 費用額大於獲救財產價值者，獲救財產之殘值仍應適用於該費用；該費用超過殘值之部分仍應以全部貨物抵達其目的地般，為比例分擔。

the whole property had finally reached its destination.

§ 11 In fixing the value of freight, the wages and port-charges up to the date of the general average act ought not to be deducted, from the gross freight at the risk of the shipowner.

§10 於確定運費價值時，以迄共同海損行為日為止之薪津及港口費用，不應從船舶所有人總風險運費中扣減。