
Nom de la clause : Rules of Practice adopted by the Association of Average Adjusters up to May 1912

Objet de la Clause : Règles pour l'ajustement des avaries particulières et des avaries communes.

Numéro : **Date :** 1912

Pays d'origine : Grande Bretagne **Emetteur :** Association of Average Adjusters.

Commentaires :

RULES OF PRACTICE ADOPTED I3Y THE ASSOCIATION OF AVERAGE ADJUSTERS UP TO MAY 1912

Adjustments "for the Consideration of Underwriters"

That any adjustment prepared for the consideration of underwriters shall include a statement of the reasons of the average adjuster for making such adjustment, and when submitted in conjunction with a claim for which underwriters are liable, shall be contained in an entirely separate document. To such adjustments the following note shall be appended, viz, ;-

"This adjustment has been prepared by request, to enable the assured to submit the case to underwriters."

"Interest and Commission for Advancing funds"

That in practice interest and commission for advancing funds are only allowable in average when, proper and necessary steps having been taken to make a collection on account, an out-of-pocket expense for interest and/or commission for advancing funds is reasonably incurred.

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Agency Commission and Agency.

That in practice neither commission (excepting bank commission) nor any charge by way of agency or remuneration for trouble is allowed to the shipowner in average, except in respect of services rendered on behalf of cargo when such services are not involved in the contract of affreightment.

Duty of Adjusters in respect of Cost of Repairs.

That in adjusting particular average 'on ship or general average which includes repairs, it is the duty of the adjuster to satisfy himself that such reasonable and usual precautions have been taken to keep down the cost of repairs as a prudent shipowner would have taken if uninsured.

Claims for Damage to Ship's Machinery.

That no claim for damage to ship's machinery shall be admitted into an adjustment unless a survey has been held upon such machinery by competent and disinterested engineers as soon as practicable after the occurrence of the casualty giving rise to the claim ; a certificate of such survey, reporting as to the nature and cause of the damage, to be furnished to the adjuster ; or unless clear proof be given to the adjuster that the holding of such survey or the obtaining of such certificate is impracticable, which proof is to be set forth on the face of the adjustment.

Claims on Ship's Machinery.

That in all claims on ship's machinery for repairs, no claim for a new propeller or new shaft shall be admitted into an adjustment, unless the adjuster shall obtain and insert into his statement evidence showing what has become of the old propeller or shaft.

Water Casks (Custom of Lloyds, 1876).

Water Casks or tanks carried on a ship's deck are not paid for by underwriters as general or particular average ; nor are warps or other articles when improperly carried on deck.

GENERAL AVERAGE*Basis of Adjustment.*

That in any adjustment of general average not made in accordance with British Law it shall be prefaced on what principle or according to what law the adjustment has been made, and the reason for so adjusting the claim shall be set forth.

In all cases the adjuster shall give particulars in a prominent position in the average statement of the clause or clauses contained in the charter-party and/or bills of lading with reference to the adjustment of general average.

Deck-load Jettison (Custom of Lloyds Amended, 1890-91). The jettison of a deck-load carried according to the usage of trade and not in violation of the contracts of affreightment is general average.

There is an exception to this rule in case of cargoes of Cotton, tallow, acids, and some other goods.

Damage by Water used to extinguish Fire.

That damage done by water poured down a ship's hold to extinguish a fire be treated as general average.

Damage caused by Water thrown upon Burning Goods.

That goods in a ship which is on fire, or the cargo of which is on fire, affected by water voluntarily used to extinguish such fire, shall not be the subject of general average if the packages so affected be themselves on fire at the time the water was thrown upon them.

Voluntary Stranding (Custom of Lloyd's, 1876).

The custom, of Lloyd's excludes from general average all damage to ship or cargo resulting from a voluntary stranding.

This rule does not necessarily exclude such damage as is done by beaching or scuttling a burning vessel to extinguish the fire.

Expenses lightening a Ship when ashore (Custom of Lloyd's as Amended, 1899-91).

When a ship is ashore, and, in order to float her, cargo is put into lighters, and is then at once re-shipped, the whole cost of lightering, including lighter hire and re-shipping, is general average.

Sails set to force a Ship off the Ground (Custom of Lloyd's, 1876).

Sails damaged by being set, or kept set, to force a ship off the ground or to drive her higher up the ground for the common safety, are general average.

Stranded Vessels : Damage to Engines in getting off.

That damage caused to machinery and boilers- of a stranded vessel, in endeavouring to refloat for the common safety, when the interests are in peril, be allowed in general average.

Claims arising out of Deficiency of Fuel.

That in adjusting general average arising out of deficiency of fuel the facts on which the general average is based shall be set forth in the adjustment, including the material dates and distances, and particulars of fuel supplies and consumption.

Resort to Port of Refuge for General Average Repairs : Treatment of the Charges incurred.

That when a ship puts into a port of refuge in consequence of damage which is itself the subject of general average, and sails thence with her original cargo, or a part of it, the outward as well as the inward port charges shall be treated as general average ; and when cargo is discharged for the purpose of repairing such damage, the warehouse rent and reloading of the same shall, as well as the discharge, be treated as general average. (See *Attwood v. Sellar.*)

Resort to Port of Refuge on account of Particular Average Repairs : Treatment of the Charges incurred.

That when a ship puts into a port of refuge in consequence of damage which is itself the subject of particular average (or not of general average), and when the cargo has been discharged in consequence of such damage, the inward port charges and the cost of discharging the cargo shall be general average, the warehouse rent of cargo shall be a particular charge on cargo, and the cost of reloading and outward port charges shall be a particular charge on freight. (See *Svensen v. Wallace.*)

Treatment of Costs of Storage and Reloading at Port of Refuge.

That when the cargo is discharged for the purpose of repairing, re-conditioning or diminishing damage to ship or cargo which is itself the subject of general average, the cost of storage on it and of reloading it shall be treated as general average, equally with the cost of discharging it.

Expenses at a Port of Refuge (Custom of Lloyd's Amended, 1890-91).

When a ship puts into a port of refuge on account of accident and not in consequence of damage which is itself the subject of general average, then, on the assumption that the skip was seaworthy at the commencement of the voyage, the custom of Lloyd's is as follows :

(a)- 1876 All cost of towage, pilotage, harbour dues, and other extraordinary expenses incurred in order to bring the skip and cargo into a place of safety, are general average. Under the term "extraordinary expenses " are not included wages or victuals of crew, coals, or engine stores, or demurrage.

(b)-1876 The cost of discharging the cargo, whether for the common safety, or to repair the skip; together with the cost of conveying it to the warehouse, is general average.

The cost of discharging the cargo on account of damage to it resulting from its own *vice-propre*, is chargeable to the owners of the cargo.

(c)-1876 The warehouse rent, or other expenses which take the place of warehouse rent, of the cargo when so discharged, is, except as under, a special charge on the cargo.

(d)- 1876 The cost of reloading the cargo, and the outward port charges incurred through leaving the port of refuge, are, when the discharge of cargo falls in general. average, a special charge on freight.

(e)-1876 The expenses referred to in clause (d) are charged to the party who runs the risk of freight-that is, wholly to the charterer if the whole freight has been prepaid; and if part only, then in the proportion which the part prepaid bears to the whole freight.

(f) When the cargo, instead of being sent ashore, is placed on board hulk or lighters during the ship's stay in port, the hulk-pire is divided between general average, cargo, and freight, in such proportions as may place the several contributing interests in nearly the same relative positions as if the cargo had been landed and stored.

Treatment of Costs of .Extraordinary -Discharge.

That no distinction be drawn in practice between discharging cargo for the common safety of ship and cargo, and discharging it for the purpose of effecting at an intermediate port or ports of refuge repairs necessary for the prosecution of the voyage.

Towage from a Port of Refuge.

That if a ship be in a port of refuge at which it is practicable to repair her, and if, in order to save expense, she be towed thence to some other port, then the extra cost of such towage shall be divided in proportion to the saving of expense thereby occasioned to the several parties to the adventure.

Cargo forwarded from a Port of Refuge.

That if a ship be in a port of refuge at which it is-practicable to repair her so as to enable her to carry on the whole cargo, but, in order to save expense, the cargo, or a portion of it, be transhipped by another vessel, or otherwise forwarded, then the cost of such transhipment (up to the amount of expense saved) shall be divided in proportion to the saving of expense thereby occasioned to the several parties to the adventure.

Cargo sold at a Port of Refuge.

That if a ship be in a port of refuge at which it is practicable to repair her so as to enable her to carry on the whole cargo, or such portion of it as is fit to be carried on, but, in order to save expense, the cargo, or a portion of it, be, with the consent of the owners of such cargo, sold at the port of refuge, then the loss by sale including loss of freight on cargo so sold (up to the amount of expense saved) shall be divided in proportion to the saving of expense thereby occasioned to the several parties to the adventure ; provided always that the amount so divided shall in no case exceed the cost of transshipment and/or forwarding referred to in the preceding rule of the Association.

Interpretation of the rule respecting Substituted Expenses.

That for the purpose of avoiding any misinterpretation of the resolution relating to the apportionment of substituted expenses, it is declared that the saving of expense therein mentioned is limited to a saving or reduction of the actual outlay, including the crew's wages and provisions; if any, which would have been incurred at the port of refuge, if the vessel had been repaired there and does not include supposed losses or expenses, such as interest, loss of market, demurrage, or assumed damage by discharging.

Damage caused to Cargo during Forced Discharge. That whenever the cost of discharging cargo is general average, all loss or damage necessarily arising to cargo therefrom shall be allowed in general average.

Treatment of Damage to Cargo .caused by Discharge, Storing, and Reloading.

That damage necessarily done to cargo by discharging, storing, and reloading it, be treated as general average when and only when, the cost of those measures respectively is so treated.

Deductions from Cost of Repairs to Iron Vessels in adjusting General Average.

That in adjusting claims for general average, repairs to iron vessels shall be subject to the following deductions in respect of "new for old," viz.-

From Date of Original Register.

Up to 1 year old (A) All repairs to be allowed in full, except painting or coating of bottom, from which one-third is to be deducted.

Between 1 and 3 years (B) One-third to be deducted off repairs to and renewal of Boilers and their mountings, Woodwork of Hull, Masts and Spars, Furniture, Upholstery, Crockery, Metal, and Glassware, also Sails, . Rigging, Ropes, Sheets, and Hawsers (other than wire and chain), Awnings, Covers, and Painting.

One-sixth to be deducted off Wire Rigging, Ropes, and Hawsers, Chain Cables and Sheets, Donkey Engines, Steam Winches, Steam Cranes and connexions; other repairs in full.

Between 3 and 6 years (C)

Deductions as above under Clause B, except that one-sixth be deducted off Ironwork of Masts and Spars and Machinery other than boilers.

Between 6 and 10 years (D)

Deductions as above under Clause C, except that one-third be deducted off Ironwork of Masts and Spars, repairs to 6 and 10 years 1 and renewal of all Machinery and all Hawsers, Ropes, Sheets, and Rigging ; one-sixth to be deducted off Chains and Cables.

After 10 years (E.)

One-third to be deducted off ail repairs and Renewals, except Ironwork of Hull and cementing. Anchors to be allowed in full.

One-sixth to be deducted off Chain Cables.

Generally (F.)

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

Freight Sacrificed : Amount to be made good in General Average.

That the loss of freight to be made good in general average shall be ascertained by deducting from the amount of gross freight lost, the charges which the owner thereof would have incurred to earn such freight, but has, in consequence of the sacrifice, not incurred.

Bases -of Contribution to General Average.

When property saved by a general average act is injured or destroyed by subsequent accident, the contributing value of that property to a general average which is less than the total contributing value, shall, when it does not reach the port of destination, be its actual net proceeds ; when it does it shall be its actual net value at the port of destination on its delivery there ; and in all cases any values allowed in general average shall be added to and form part of the contributing value as above.

The above rule shall not apply to adjustments made before the adventure has terminated.

Contributory Value of Ship.

That in any adjustment of - general average there shall be set forth the certificate on which the contributory value of the ship is based, or, if there be no such certificate, the information adopted in lieu thereof, and any amount made good shall be specified.

Contributory Value of Freight.

That freight at the risk of the shipowner shall contribute to general average upon its gross amount, deducting the whole of, and no more than, such port charges as the shipowner shall incur after the date of the general average act, and such wages of the crew as the shipowner shall become liable for after that date.

That in any adjustment of general average there shall be set forth the amount of the gross freight and the freight advanced, if any ; also the port charges and wages deducted, and any amount made good.

Vessel in Ballast and under Charter: Contributing Interests.

That when a vessel is in ballast and under charter, the Interests contributing to expenses or sacrifices incurred for the common safety are, in practice, the ship and the freight she is earning under the charter, computed as usual in the adjustment of general average, unless the expenses are salvage expenses specifically charged by a Court of Law or by arbitration to the vessel without any regard to the freight.

Chartered Freight (ulterior) : Contribution to General Average.

That when at the time of a general average act the vessel has on board cargo shipped under charter-party or bills of lading, and is also under a separate charter to load another cargo after the cargo then in course of carriage has been discharged, the ulterior chartered freight shall not contribute to the general average.

Deductions from Freight at Charterer's -Risk.

That freight at the risk of the charterer shall be subject to no deduction for wages and port charges, except in the case of charters in which the wages or port charges are payable by the charterer, in which case such freight shall be governed by the same rule as freight at the risk of the shipowner.

Forwarding Charges On Advanced Freight.

That in case of wreck, the cargo being forwarded to its destination, the charterer, who has paid a lump sum on account of freight, which is not to be returned in the event of the vessel being lost, shall not be liable for any portion of the forwarding freight and charges, when the same are less than the balance of freight payable to the shipowner at the port of destination under the original charter-party.

Adjustment ; Policies of Insurance and Names of Underwriters.

That no statement shall be drawn up showing the amount of payments by or to the underwriters, excluding statements of particular average on ship now dealt with by rule of the Association, unless the policies, or copies of policies of insurance, or certificate-, of insurance, for which the statement is required, be produced to the adjusters ; and that such statement shall give the names of the underwriting firms and companies interested. and the amounts due on the respective policies produced.

Sacrifice for the Common Safety. Direct Liability of Underwriters.

That in case of general average sacrifice there is, under ordinary policies of insurance, a direct liability of an underwriter on ship for loss of or damage to ship's materials, and of an underwriter on goods or freight, for loss of or damage to goods or loss of freight so sacrificed as a general average loss ; that such loss not being particular average is not taken into account in computing the memorandum percentages, and that the direct liability of an underwriter for such loss is consequently unaffected by the memorandum or any other warranty respecting particular average.

Enforcement of General Average Lien by Shipowners. ,

That in all cases where general average damage to ship is claimed direct from the underwriters on Chat interest, the average adjusters shall ascertain whether the shipowners have taken the necessary steps to enforce their lien for general average on the cargo, and shall insert in the average statement a note giving the result of their inquiries.

Underwriters' Liability (Custom of Lloyd's, 1876).

If the ship or cargo be insured for more than its contributory value, the underwriter pays what is assessed on the contributory value. But where insured for less than the contributory value, the underwriter pays on the insured value; and when there has been a particular average for damage which forms a deduction from the contributory value of the ship that must be deducted from the insured value to find upon what the underwriter contributes.

This rule does not apply to foreign adjustments, when the basis of contribution, is something other than the net value of the thing insured

The Duty of Adjusters in Cases involving Refunds of General Average -Deposits or Apportionment of Salvage, Collision Recoveries, or other Funds.

That in cases of general average where deposits have been collected and it is likely that repayments will have to be made, measures be taken by the adjuster to ascertain the names of underwriters who have reimbursed their assured in respect of such deposits ; that the names of any such underwriters be set forth in the adjustment as claimants of refund, if any, to which they are apparently entitled ; and that on completion of the adjustment, notice be sent to all underwriters whose names are so set forth as to any refund of which they appear as claimants and as to the steps to be taken in order to obtain payment of the same.

That in cases where the names of any underwriters are not to be ascertained on completion of the adjustment, notice be sent to the Secretary of Lloyd's, to the Institute of London Underwriters, to the Liverpool Underwriters' Association, and to the Association of Underwriters of Glasgow, notifying such interests as have not been appropriated to underwriters.

And that in cases of apportionment of salvage or other funds for distribution, similar measures be taken by the adjuster to safeguard the interests of any underwriters who may be entitled to benefit under the apportionment.

“Memorandum” to Statements showing Refunds in respect of General Average Deposits.

That the following memorandum shall appear at the end of statements which show refunds to be due in respect of General Average Deposits, viz. :

- Memorandum-Refunds of General Average Deposits shown in this statement should only be paid on production of the “original” deposit receipts.

YORK-ANTWERP RULES

Modification of York-Antwerp Rules in Contracts of Affreightment : Liability of Underwriters.

That in all cases where the contract of affreightment provides for the application of York-Antwerp Rules in any modified or mutilated form, and where the policies of insurance provide for the application of York-Antwerp Rules, if in accordance with the contract of affreightment, in applying the claim to such policies no effect, shall be given to York-Antwerp Rules.

Allowance to be made in General Average under York-Antwerp Rules in respect of the Cost of Maintenance of Officers and Crew.

That the amount to be allowed in general average under York-Antwerp Rules for the maintenance of officers and crew shall be, the actual cost of such maintenance where proved; but where proof of actual cost is not furnished to the adjuster, the allowance shall be determined by the under-mentioned scale ; provided that

where evidence of cost is produced, but is not conclusive, the allowance shall represent as nearly as possible the actual cost, but shall not exceed the under-mentioned scale, viz.----

	Officers*	Crew**
	per man per day	per man per day
Passenger Steamer (Liners) .	4/	1/3
Passenger Sailing Vessels . . .	3/	1/3
Cargo Steamers and Sailing Vessels	2/6	1/3

except that the allowance for Lascars shall be 9d. per man per day, and in the case of other Asiatic (native) Crews shall be determined by the circumstances of each case.

*To include the master, deck officers, and engineers (in the case of a steamer), also the doctor and purser (if carried).

** To include the remainder of the. ships company.

PARTICULAR AVERAGE ON SHIP

Statement of Particular Average on Ships.

That claims for particular average on ships shall not be stated unless the policies or copies of policies of insurance, for claiming on which the statement is required, be produced to the adjusters.

That such statements shall give the names of the underwriting firms and companies interested, and the amounts payable on the respective policies produced.

Apportionment of Costs in Collision Cases.

That when a vessel sustains and does damage by collision, and litigation consequently results for the purpose of testing liability, the technicality of the vessel having been plaintiff or defendant in the litigation shall not necessarily govern the apportionment of the costs of such litigation, which shall be apportioned between claim and counter-claim in proportion to the amount which has been or would have been allowed in respect of each in the event of the claim or counter-claim being established ; provided that when a claim or counter-claim is made solely for the purpose of defence, and is not allowed, the costs apportioned thereto shall be treated as costs of defence.

Expenses of Removing a Vessel for Repair.

Where a vessel is in need of repair at any port, and is removed thence to some other port for the purpose of repairs, either - because the repairs cannot be effected, or cannot be effected prudently-

(a) The necessary expenses incurred in moving the vessel to the port of repair shall be allowed as part of the cost of repair, and where the vessel after repairing forthwith returns to the port from which she was removed, the necessary expenses incurred in so returning shall also be allowed.

(b) Where by moving the vessel to the port of repair any new freight is earned, or any expenses are saved in relation to the current voyage of the vessel, such net earnings or savings shall be deducted from the expenses of moving her, and where the vessel loads a new cargo at the port of repair no expenses subsequent to the completion of repair shall be allowed.

The expenses of removal include the cost of temporary repair, ballasting, wages and provisions of crew and/or runners, pilotage, towage, extra marine insurance, port charges, and, in case of a steamer, coal and engine-room stores.

(c) This rule shall not admit any ordinary expenses incurred. in fulfilment of a contract of affreightment, though such expenses are increased by the removal to a port of repair.

Coals and Stores used in Repair of Damage to the Hull.

That the cost of replacing coals and engine-room stores consumed either in the repair of damage to a steamer, in working the engines or winches to assist in the repairs of damage, or in moving her to a place of repair within the limits of the port where she is lying, shall be charged to the underwriters on ship as particular average.

Rigging chafed (Custom of Lloyds, 1876).

Rigging injured by straining or chafing is not charged to underwriters, unless such injury is caused by blows of the sea, grounding, or contact; or by displacement, through sea peril, of the spars, channels, bulwarks, or rails.

Sails split or blown away (Custom of Lloyd's, 1876).

Sails split by the wind, or blown away while set, unless occasioned by the ship's grounding or coming into collision, or in consequence of damage to the spars to which the sails are bent, are not charged to underwriters.

Scraping and Painting.

That when in consequence of damage by a peril insured against, a vessel's bottom has to be scraped and painted, the cost of such scraping and painting shall be charged to underwriters on skip, without any deduction on account of the vessel having become due for ordinary painting at any time subsequent to the accident.

Dry Dock Expenses.

That where repairs on owner's account which are immediately necessary to make the vessel seaworthy and which can only be effected in dry dock are executed concurrently with other repairs, for the cost of which the underwriters are liable, and which also can only be effected in dry dock, the cost of entering and leaving the dry dock, in addition to so much of the dock dues as is common to both repairs, shall be divided equally between the shipowner and the underwriters.

Deduction of One-Third (Custom of Lloyd's Amended 1890-91).

(1876) The deduction for new work in place of old is fixed by custom at one-third, with the following exceptions-

Anchors are allowed in full. Chain cables are subject to one-sixth only.

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

The rule applies to iron as well as to wooden ships, and to labour as well as material. It does not apply to the expense of straightening bent ironwork, and to the labour of taking out and replacing it.

It does not apply to graving dock expenses and removals, cartages, use of shears, stages, and graving dock materials.

It does not apply to a ship's first voyage.

(1890-91) N.B.-Articles belonging to, or repairs done to, a ship, other than an iron ship, allowed in general average, are subject to similar deductions in respect to new for old materials as are made in adjusting claims of particular average on ship.

PARTICULAR AVERAGE ON GOODS

Adjustment on Bonded Prises (Custom of Lloyd's, 1876).

In the following cases it is customary to adjust particular average on a comparison of bonded, instead of duty-paid prizes

In claims for damage to tea, tobacco, coffee, vine, and spirits imported into this country.

Adjustment of Average on Goods sold in Bond.

That in consequence of the facilities generally offered to bond goods at their destination, on which terms they are often sold, the term "Gross Proceeds" shall, for the purpose of adjustment, be taken to mean the price at which the goods are sold to the consumer, after payment of freight and landing charges, but exclusive of Customs duty, in cases where it is the custom of the port to sell or deal with the goods in bond.

Apportionment of Insured Value of Goods.

That where different qualities or descriptions of cargo are valued in the policy at a lump sum, such sum shall, for the purpose of adjusting claims, be apportioned on the invoice values where the invoice distinguishes the separate values of the said different qualities or descriptions; and over the net arrived sound values in all other cases.

Under-insured Interest made good in General Average.

That an underwriter who has paid for loss by jettison of the thing insured, is entitled, in the proportion that the sum insured bears to the policy value, to whatever is recovered in general average in respect to such loss, although the amount so recovered may exceed the amount paid by him.

Allowance for Water in Picked Cotton (Custom of Lloyd's, 1876).

When bales of cotton are picked, and the pickings are sold wet, the allowance for water in the pickings (where there are no means of ascertaining it) is by custom fixed at one-third.

Allowance for Water in Cut Tobacco (Custom of Lloyd's, 1876),:

When damaged tobacco is out off, the allowance for water in the cuttings is one-fourth.

Allowance for Water in Wool (Custom of Lloyd's, 1876).

Damaged wool from Australia, New Zealand, and the Cape is subject to a deduction of 3 per cent. for wet, if the actual increase cannot be ascertained.

Franchise Charges (Custom of Lloyd's, 1876).

The expenses of protest, survey, and other proofs of loss, including the commission or other expenses of a sale by auction, are not admitted to make up the percentage of a claim ; and are only paid by the underwriters in case the loss amounts to a claim without them.

Extra Charges (Custom of Lloyd's, 1876).

Extra charges payable by underwriters, when incurred at the port of destination, are recovered in full; but when charges of the same nature are incurred at an intermediate port they are subjected to the same treatment, in respect of insured and contributory values, as general average charges.

Adjustment of Return of Premium (Custom of Lloyd's, 1876).

When the words " and arrival " follow the stipulation for a return of premium on a policy on goods, the particular average, but not the special charges, is deducted from the amount insured to arrive at the amount on which the return is taken.