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**Subject of the Clause :** Adjustment of General Average Expenses  
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## Rule of Interpretation

In the adjustment of general average the following lettered and numbered Rules shall apply to the exclusion of any Law and Practice inconsistent therewith.

Except as provided by the numbered Rules, general average shall be adjusted according to the lettered Rules.

### Rule A

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

### Rule B

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

### Rule C

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

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

**Rule D**

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

**Rule E**

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

**Rule F**

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

**Rule G**

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

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

**Rule I. – Jettison of Cargo**

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

**Rule II. – Damage by Jettison and Sacrifice for the Common Safety**

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

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

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

**Rule IV. – Cutting away Wreck**

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

**Rule V. - Voluntary Stranding**

When a ship is intentionally run on shore, and the circumstances are such that if that course were not adopted she would inevitably drive on shore or on rocks, no loss or damage caused to the ship, cargo and freight or any of them by such intentional running on shore shall be made good as general average. But in all other cases where a ship is intentionally run on shore for the common safety, the consequent loss or damage shall be allowed as general average.

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

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

**Rule VII. – Damage to Machinery and Boilers**

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

**Rules VIII. – Expenses Lightening a Ship when Ashore, and Consequent Damage**

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

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

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

**Rule X (a). – Expenses at Port of Refuge, etc.**

When a ship shall have entered a port or place of refuge, or shall have returned to her port or place of loading, in consequence of accident, sacrifice or other extraordinary circumstances, which render that necessary for the common safety, the expenses of entering such port or place

shall be admitted as general average ; and when she shall have sailed thence with her original cargo or a part of it, the corresponding expenses of leaving such port or place consequent upon such entry or return shall likewise be admitted as general average.

**Rule X (b).**

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

**Rule X (c).**

Whenever the cost of handling or discharging cargo, fuel or stores is admissible as general average, the cost of reloading and stowing such cargo, fuel or stores on board the ship, together with all storage charges (including fire insurance, if incurred) on such cargo, fuel or stores, shall likewise be so admitted. But when the ship is condemned or does not proceed on her original voyage, no storage expenses incurred after the date of the ship's condemnation or of the abandonment of the voyage shall be admitted as general average. In the event of the condemnation of the ship or the abandonment of the voyage before completion of discharge of cargo, storage expenses as above shall be admitted as general up to date of completion of discharge.

**Rule X (d).**

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

**Rule XI. – Wages and Maintenance of Crew and other Expenses bearing up for and in a Port of Refuge, etc...**

When a ship shall have entered or been detained in any port or place under the circumstances, or for the purposes of repairs mentioned in Rule X, the wages payable to be master, officers and crew, together with the cost of maintenance of the same, during the extra period of detention in such port or place until the ship shall or should have been made ready to proceed upon her voyage, shall be admitted as general average. But when the ship is condemned or does not proceed on her original voyage, the wages and maintenance of the master, officers and crew, incurred after the date of the ship's condemnation or of the abandonment of the voyage, shall no be admitted as general average. In the event of the condemnation of the ship or the abandonment of the voyage before completion of discharge of cargo wages and maintenance of crew, as above, shall be admitted as general average up to the date of completion of discharge.

**Rule XII – Damage to cargo in discharging, etc..**

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

**Rule XIII – Deductions from cost of repairs**

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

In the case of iron or steel ships from date of original register the date of accident.

Up to 1 year old (A) :

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

Between 1 and 3 years (B) :

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

One-sixth to be deducted off wire rigging, wire ropes and wire hawsers, wireless apparatus, chain cables and chains, insulation, donkey engines, steam steering gear and connections, steam winches and connections, steam cranes and connections and electrical machinery ; other repairs in full.

Between 3 and 6 years C :

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

Between 6 and 10 years (D) :

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

Between 10 and 15 years (E) :

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

Overs 15 years (F) :

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

Generally (G) :

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

In the case of wooden or composite ships :

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

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

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

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

When a ship is fitted with propelling, refrigerating, electrical or other machinery, or with insulation, or with wireless apparatus, repairs to such machinery, insulation or wireless apparatus to be subject to the same deductions as in the case of iron or steel ships.

In the case of ships generally :

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

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

#### **Rules XIV – Temporary repairs**

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

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

**Rules XV – Loss of freight**

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

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

**Rules XVI – Amount to be made good for cargo lost or damaged by Sacrifice**

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

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

**Rules XVII – Contributory values**

The contribution to a general average shall be made upon the actual net values of the property at the termination of the adventure, to which values shall be added the amount made good as general average for property sacrificed, if no already included, deduction being made from the shipowner's freight and passage money at risk, of such charges and crew's wages as would not have been incurred in earning the freight had the ship and cargo been totally lost at the date of the general average act and have not been allowed as general average ; deduction being also made from the value of the property of all charges incurred in respect there of subsequently to the general average act, except such charges as are allowed in general average.

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

**Rule XVIII – Damage to ship.**

The amount to be allowed as general average for damage or loss to the ship, her machinery and/or gear when repaired or replaced shall be the actual reasonable cost of repairing or replacing such damage or loss, deductions being made as above (Rule XIII) when old material is replaced by new. When not repaired, the reasonable depreciation shall be allowed, not exceeding the estimated cost of repairs.

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

**Rule XIX – Undeclared or Wrong fully declared cargo**

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

Damage or loss caused to goods which have been wrongfully declared on shipment at a value which is lower than their value shall be contributed for at the declared value, but such goods shall contribute upon their actual value.

**Rules XX – Expenses bearing up for port, etc...**

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

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

**Rule XXI – Provision of funds**

A commission of 2 per cent on general average disbursement shall be allowed in general average, but when the funds are not provided by any of the contributing interests, the necessary cost of obtaining the funds required by means of a bottomry bond or otherwise, or the loss sustained by owners of goods sold for the purpose, shall be allowed in general average.

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

**Rule XXII – Interest on losses made good in general average**

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

**Rule XXII – Treatment of cash deposits**

Where cash deposits have been collected in respect of cargo's liability for general average, salvage or special charges, such deposits shall be paid into a special account, earning interest where possible, in the joint names of two trustees (one to be nominated on behalf of the shipowner and the other on behalf of the depositors) in a bank to be approved by such trustees. The sum so deposited, together with accrued interest, if any, shall be held as security for and



upon trust for payment to the parties entitled thereto of the general average, salvage or special charges payable by the cargo in respect of which the deposits have been collected. The trustees shall have power to make payments on account or refunds of deposits which may be certified to in writing by the average adjuster. Such deposits and payment or refunds shall be without prejudice to the ultimate liability of the parties.