

## Vapour migration trail

**T**he Club recently received a report of two identical claims on a product tanker in which the flashpoint of parcels of diesel was found to have reduced significantly during relatively short sea passages.

The ship had just started a new shuttle run and had received notice of claims for off-spec diesel on each of the first two occasions that diesel and gasoline were carried in adjacent tanks.

Early investigations concentrated on testing the valves in the cargo lines segregating the diesel from the parcels of gasoline carried in adjacent tanks. But the attending

surveyor was satisfied that the ship's crew had correctly established that the valves in the cargo lines did not leak and had been closed properly on each occasion.

The surveyor, however, did find that the crew had left open the valves in the inert gas lines between the diesel and gasoline tanks, even though only the gasoline needed to be carried under inert conditions.

Further investigation confirmed that the most likely cause of the reduction in flashpoint was 'vapour migration' - that is, the light ends of the gasoline cargo had evaporated and been drawn into the diesel through the inert gas line.

Although the ship's staff were sceptical that gasoline vapour could be responsible for the off-spec cargo, the appropriate valves in the IG system were closed on subsequent voyages and the problem has not since recurred.

Although cases of vapour migration are not particularly common, the phenomenon is recognised within the industry, and any member seeking further information can refer to the relevant section of the IMO Guidelines on Inert Gas Systems.

## Crossed wires

Where two power-driven vessels are at risk of collision in a crossing situation when in sight of one another, the Colregs make clear that the vessel which has the other on its starboard side is to give way and, wherever possible, avoid crossing ahead of the stand-on vessel. The expected manoeuvre in most such circumstances is for the give-way vessel to make a substantial alteration of course to starboard so as to pass astern of the other vessel. Rule 17 governs the actions of the stand-on vessel and in particular Rule 17 (c) states that, in such circumstances, the stand-on vessel should, if possible, avoid altering course to port toward



Fail to understand the Colregs at your peril

the give-way vessel. That rule is intended to prevent a stand-on vessel, which has determined that the give-way vessel intends to take no action, from turning to port just as the give-way vessel makes a late alteration of course to starboard, with the result that the two vessels in a close-quarters situation turn towards each other.

However, a recent report on a near-miss on [www.chirp.co.uk](http://www.chirp.co.uk) includes an alarming statement that "it is common practice among young officers (on stand-on vessels) to alter course to port in crossing situations".

A review of casualty reports confirms that in at least two recent collisions the stand-on vessel had to bear a substantial proportion of the blame for a collision following an ill-judged turn to port.

Members are reminded that, in circumstances where Rule 17 (c) applies, the preferred manoeuvre will generally be a round turn to starboard or a significant reduction in speed.

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## Don't tamper with safety

**T**he Club has recently seen a report on an accident involving a ship's incinerator that emphasises the serious risk associated with tampering with equipment safety features.

The case involved a wiper who suffered burns to his hand and forearm as he loaded waste material into a batch-fed incinerator. The design of the incinerator was such that the material was loaded directly into the combustion chamber.

An electrical interlock ordinarily prevents the door of the combustion chamber being opened until the chamber has cooled to a safe temperature, after the end of the incineration cycle. But in this case



the wiper tried the chamber door and, understandably, presumed that the incinerator was safe to use when the door opened. Unfortunately, he was injured when the waste material caught fire as soon as he fed it into the

combustion chamber. The initial presumption was that the interlock must have failed, but investigations very quickly confirmed that the interlock had been overridden by another crew member.

Apparently, the wiper's colleague was the regular operator of the incinerator and had decided to prevent the safety feature operating so as to be able to reload the incinerator without waiting for the chamber to cool.

Fortunately, the wiper was not badly hurt, but the potential for a very serious accident is obvious. The owner has now replaced the damaged interlock and reminded all ships in the fleet that safety procedures are in place for good reason.

## Mediation proving its worth

**T**he Club has recently seen mediation used to achieve the successful resolution of a number of disputes, including cargo contamination, General Average, and salvage claims arising from serious collisions.

Although many shipping disputes continue to be resolved by litigation or arbitration, changes to the civil procedure rules in the UK - along with increasing industry awareness - seem to be resulting in more and more cases being referred to mediation at some point prior to a hearing. And, as indicated, the Club's experience is that this approach offers members some potentially very

valuable benefits. Positive features of mediation - which enjoys a high success rate - include its speed and the delivery of substantial savings in both time and costs.

In risk management terms, the procedure also provides the parties with an opportunity to understand better the relative strengths and weaknesses of their positions.

And, in appropriate cases, mediation offers scope for rather more creative and commercial settlement solutions to be reached than may be attainable through other more traditional dispute resolution procedures. The Club has additionally seen examples

of charter party clauses agreeing that disputes should be referred to mediation as a precursor or alternative to arbitration or litigation.

Examples of such provisions - and a more detailed commentary on the issues arising - can be accessed from sources which include BIMCO and the Centre for Effective Dispute Resolution (CEDR).

[www.bimco.dk/Corporate%20Area/Documents/Clauses/ DISPUTE%20RESOLUTION %20Clauses.aspx](http://www.bimco.dk/Corporate%20Area/Documents/Clauses/ DISPUTE%20RESOLUTION %20Clauses.aspx)

[www.cedr.co.uk/library/ documents/contract\\_clauses. pdf](http://www.cedr.co.uk/library/ documents/contract_clauses. pdf)



## Examining the twistlock issue



The design and size of large, modern containerships may be a factor in recent reported twistlock failures

**T**he London Club recently hosted an International Group Technical Committee seminar at its London offices on the subject of fully automatic twistlocks.

The meeting was convened in the wake of continuing concern about losses of containers from large containerships. Research suggests that some such losses may be due to failures associated with the fully automatic twistlocks which are used to secure containers on board. Such concerns include the reported susceptibility of the twistlocks to sometimes disengage, which may be connected to the huge forces encountered when large containerships are operating in heavy seas.

Following the seminar, the chairman of the Technical Committee said

that the main issues highlighted during the discussion were:

- The dearth of industry knowledge about the real dynamic forces to which container lashing systems are subjected, and how these forces are affected by changing ship design and size.
- The failure of ISO standards to keep pace with the manufacture, testing and deployment of twistlock systems.
- The apparent correlation between the introduction of twistlock systems and the increased number of per-incident container losses.
- Handling, lashing and securing difficulties associated with the de-standardisation of container dimensions, together with the drive to reduce handling costs.

### Drugs cover alert

*STOPLOSS 43* reported on the lengthy detention of a bulk carrier in Venezuela, during investigations by local authorities into the pursuit of possible drug smuggling charges against the master.

Even though the evidence pointed clearly to the master's innocence, it was some 36 days before the authorities concluded that the charges would not be progressed and the ship was able to depart.

The Club has since received reports of a number of similar cases, highlighting the substantial delays that can befall ships suspected of any sort of involvement with illegal drugs.

And as the losses arising from such delays are excluded from P&I cover, members may very well wish to consider arranging specifically tailored loss-of-hire drugs insurance, to cover the impact on earnings as well as the additional expenses that can result from the discovery - or even the suspicion of discovery - of narcotics on board their ships.

Insurance of this type is understood to be available through the commercial market and from specialist mutual insurers, and members' brokers should be able to provide details of such cover.



## Beware debris and residues

**T**he Club has seen a recent case involving ingress of seawater into a cargo hold via a bilge line. The duty officer on deck spotted water entering the hold via a bilge well while he was supervising the discharge of hot rolled steel plates. The ship had continued to discharge during earlier heavy rain, and the duty officer was aware that the chief officer had been using the bilge pump to drain standing water from the holds.

The chief officer had stopped the pump but had not yet closed the valves on the line. On being advised by the duty officer of the back-flooding, the chief officer closed the overboard discharge valve, and the water ingress stopped.

As the level of the overboard discharge was under the water line, while the pump was stopped but the valves remained open, the head of pressure caused water to run back through the pump. But the ship's staff had to investigate why the water then passed through the screw-down non- return valve in the engine room and through the non-return valve fitted just behind the bilge suction. In both cases, pieces of broken timber were found wedged in the valves, preventing them closing. The timber



was identified as broken pieces of dunnage used in the previous cargo. Further investigations suggested that the holds had not been swept thoroughly before they were washed prior to loading the steel plates. Moreover, the strainer lids

on the bilge wells had been removed during the hold washing, with the result that the small pieces of timber were first washed into the bilge well and then drawn into the bilge line. Fortunately, the ship's staff were able to freshwater-rinse the affected steel plates, and no cargo damage arose. However, the member has reminded its ships' staff of the need to take care to prevent cargo residues and other debris entering the bilge lines and of the need to test that the non- return valves are operational on completion of hold washing.

Further advice can be found in 'Bulk Carrier Practice', published by the Nautical Institute.

## Costly collapse



The photograph above shows the damage caused by the recent collapse of an iron ore loading arm at a berth while a member's vessel was alongside.

The member was neither responsible or liable for the incident.

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