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PREFACE

Eight years have now elapsed since the publication of the 4th edition of Geoffrey Brice's work. Much has happened in that time which impacts upon the law of salvage with consequences also for the salvage industry. Considerable revision has been required in the light of new legislation, Conventions and case law. The format of the last edition has been retained. However, some of the American material has been removed. That which is retained illustrates differences of approach to that adopted by English law and assists to throw light on unresolved questions.

There have been important legislative developments. The Nairobi Wreck Removal Convention has been given statutory effect and will come into force when the Convention itself receives sufficient support. The Bunker Convention has also been implemented, as has the European Directive to better enforce anti-pollution measures. The new limits imposed by the 1996 Protocol to the 1976 Limitation Convention have come into force. There have been four important decisions of the English Courts affecting salvage: the *Voutakos* which disposed of the flawed "disparity principle" but gave guidance as to the relevance of commercial rates in the assessment of a salvage award; the *Ocean Crown* which re-affirmed the principle in the *Amerique* and its application in complex salvage cases; the *Altair* where a wide and purposive construction was given to Article 6. 2 of the 1989 Salvage Convention; and the *Sea Angel* which was concerned with frustration when sub-contracted craft were detained by a port authority. The chapter dealing with pollution and the environment has been brought up to date incorporating Conventions affecting these areas.

The issue of environmental salvage has been the subject of much discussion within the industry in recent times. The 1989 Salvage Convention is now under scrutiny after an initiative by the ISU to amend LOF to provide for an environmental salvage award did not achieve acceptance. A weblink is provided in order that readers may follow the debate.

These are but some of the matters addressed in this new edition. There are many matters of detail which have received attention too. The new provisions of LOF 2011 are discussed and there are noted the more recent decisions of Lloyd's Arbitrators on the construction of the Form and SCOPIC.

Finally, may I again express my gratitude to Sweet & Maxwell for their assistance and support in the preparation of this latest edition of Geoffrey Brice's book.

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September 2011