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THOMSON REUTERS

Published in 2015 by
Thomson Reuters Hong Kong Limited
trading as Sweet & Maxwell
10/F, Cityplaza 3,
Taikoo Shing, Hong Kong
www.sweetandmaxwell.com.hk

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West Group
610 Opperman Drive
Eagan, Minnesota 55123
www.westgroup.com

Typeset by Quick Sort (India) Pvt. Ltd.

Printed in China

ISBN 978 962 661 734 2

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* Note that not all authors have chosen to provide their biographies.

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ACKNOWLEDGEMENTS

Mr. David Fong would like to acknowledge he has been immensely benefited from the inspirations and dedications of Professor Philip Yang, BBS, Honorary Chairman and Council Member of the Hong Kong International Arbitration Centre in educating the next generation of maritime arbitration practitioners.

Messrs. Li Lianjun and Li Min would like to thank their colleagues at *Reed Smith Richards Butler*, in particular Donald Sham, Tina Wong, Jonathan Hooi, Ada Yeung, Cheryl Yu and Christina Wen for their helpful research and assistance in the preparation of their chapters on Voyage Charter (Chapter 6) and Time Charter (Chapter 7).

Dr. Poomintr Sooksripaisarnkit would like to acknowledge his parents, Mr. Chaiporn Sooksripaisarnkit and Mrs. Apira Sooksripaisarnkit, for emotional supports. The author would also like to acknowledge all his former and present students for intellectual stimulation.

DEDICATIONS

This Chapter 10 on Salvage Law is dedicated to Ron Smith (1941 to 2015), a long serving Admiralty Manager who was mentor to many a practising solicitor.

Terry Floyd

To my late mother and late brother. *Semper in corde meo.*

David Fong

FOREWORD

Hong Kong has been a major international port and centre of maritime law and practice for very many years and both before and after 1997 has made a major contribution to maritime law.

I do not pretend to have read every word of the text but it is plain to me that this book will make an extremely valuable contribution to the development of maritime law in general but in particular to that law in Hong Kong.

It is a long time since I was a barrister in maritime law but if I were still in practice and permitted to appear in Hong Kong I would take every opportunity to do so and would regard the "Maritime Law and Practice in Hong Kong" as an indispensable work to consult.

I have had the privilege of sitting in the Court of Final Appeal and indeed to take part in an appeal in a maritime case of some significance. I am confident that in any future case it is likely that the parties will have consulted (and will refer to) this work.

A glance at its contents shows that it covers the whole range of topics which form the available body of maritime law and jurisprudence. I predict that it will become a necessary tool to us all. I only wonder how long it will be until we see a second edition. In the meantime I wish it every success.

Lord Clarke of Stone-cum-Ebony
Non-Permanent Judge of the Hong Kong Court of Final Appeal
Justice of the United Kingdom Supreme Court

PREFACE

Hong Kong is a major maritime centre for Asia and the world. It has a well-established network of maritime services, maritime lawyers and arbitrators, and insurance practitioners. Some 88 of the 150 registered insurers are authorised to provide marine and cargo insurance. There are 13 P&I clubs from the International Group, the largest cluster outside London. While frequent recourse is made to UK texts, Hong Kong has slowly developed its own maritime jurisprudence (e.g. in *The Decurion* [2012] 2 Lloyd's Law Report 309, the Admiralty Court, for the first time in a common law jurisdiction, defined the term "control" under section 12B(4)(b) of the High Court Ordinance (Cap. 4) (the equivalent can be found in s.21 of the English Senior Courts Act 1981, a source shared with other common law jurisdictions). A comprehensive practitioners' text on Hong Kong maritime law and practice is long overdue and extremely welcome as a safe port of call.

"Maritime Law and Practice in Hong Kong" is the first comprehensive practitioners' text on the subject written principally by practitioners for practitioners. It covers all aspects of shipping law, namely: (i) Dry Shipping (ii) Wet Shipping and (iii) Practice & Procedures. The contributing authors are all very experienced solicitors, practising barristers [with LLM (Maritime and Transportation Law) degrees], Hong Kong Maritime Industrial Council/ Maritime Law Scholars and Academics of the School of Law, City University of Hong Kong. The publication of this text will fill a large gap in the legal literature of Hong Kong.

It has taken more than 2 years since the idea was born to publish this book. It has been made possible by the support of the strong editorial team, both long-standing and relatively newcomers, who have stepped in at short notice to rescue the project and bring it to fruition. Above all, it would not have been possible without its main driver, Mr. David Fong, who pushed and got us through the many deadlines and extensions required to see us through.

The law is as stated at the end of August 2015.

Ms. Mary Thomson
Barrister-at-Law
Pacific Chambers

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