

THE YORK-ANTWERP RULES

THE PRINCIPLES AND PRACTICE OF
GENERAL AVERAGE ADJUSTMENT

THIRD EDITION

BY

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&

MICHAEL D. HARVEY.

FOREWORD BY THE RIGHT HONOURABLE THE LORD MUSTILL



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FOREWORD

by the Right Honourable the Lord Mustill

The oft-quoted, and misquoted, response by Mark Twain to a premature obituary was that the report of his death was exaggerated is equally apposite to some comments on the law of general average and the related practice. In the fifty years of my own contact with that law I have from time to time heard it suggested this ancient concept has passed from useful to quaint, and that if it has not already crumbled to dust the time has come to replace it briskly with something more in harmony with the ideas and methods of the modern world. This view always was, and remains, a misconception.

The doctrine fulfils a need, albeit without fanfare, and does so effectively. It does however call for exposition, for although the central idea is simple, its elaboration is not. Scholarship and practical acumen must be combined, and need to be clearly laid before professional and lay users alike. This is what the present work has done in the past, and continues to do in the shape of the current edition. That this has been so successful comes as no surprise.

On a subject which might seem arid it is interesting as well as demanding. The authors have brought to it lively and acute minds, whose influence have left their mark on the manner as well as the substance of the text. It fully deserves its success, which I am sure will long outlive those who mistakenly belittle the topic.

August 2010

MICHAEL J. MUSTILL

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GLOSSARY

ABBREVIATIONS

The following abbreviations are employed in the text:

AAA	Association of Average Adjusters
AAA of the US	Association of Average Adjusters of the United States
ADF	Association des Dispacheurs Français
AIDE	Association Internationale de Dispacheurs Européens
AMC	American Maritime Cases
AMD	Association Mondiale de Dispacheurs
BIMCO	The Baltic and International Maritime Council
BMLA	British Maritime Law Association
CMI	Comité Maritime International
COGSA	Carriage of Goods by Sea Act
GA	General Average
ILU	Institute of London Underwriters
IMO	International Maritime Organization
ISC	International Sub-Committee
ISU	International Salvage Union
IUMI	International Union of Marine Insurance
LOF	Lloyd's Open Form of Salvage Agreement
PA	Particular Average
UNCTAD	United Nations Conference on Trade and Development
USMLA	United States Maritime Law Association
YAR	York-Antwerp Rules

BIBLIOGRAPHY

The following are the major titles referred to herein:

- Arnould, *A Treatise on the Law of Marine Insurance and Average*, 2nd edn, 1857.
Baily, *General Average and the Losses and Expenses resulting from General Average Acts practically considered*, 1851.

GLOSSARY

- Buglass, *Marine Insurance and General Average in the United States*,
2nd edn, 1981.
3rd edn, 1991.
- Carver, *Carriage by Sea*, 13th edn by Colinvaux, 1982.
- Congdon, *General Average: Principles and Practice in the United States of America*, 2nd edn, 1923.
- Darling & Smith, *LOF 90 and the New Salvage Convention*, 1990.
- “From the Chair”, Addresses by Chairmen of the Association of Average Adjusters 1873–1976.
- Hudson & Allen, *Marine Claims Handbook*, 5th edn, 1996.
- Hudson & Madge, *Marine Insurance Clauses*, 4th edn, 2005.
- Lowndes, *The Law of General Average*, 1st edn, 1873.
- Lowndes & Rudolf, *The Law of General Average and the York-Antwerp Rules*,
10th edn by Donaldson, Staughton and Wilson, 1975.
11th edn by Wilson and Cooke, 1990.
13th edn by Cooke and Cornah, 2008.
- Park, *A System of the Law of Marine Insurance*, 8th edn, 1817.
- Rudolf, *The York-Antwerp Rules*, 1926.
- Selmer, *The Survival of General Average*, Oslo, 1958.
- Stevens, *An Essay on Average*, 4th edn, 1822.

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<i>Nema, The</i> [1981] 2 Lloyd's Rep 239	12.52
<i>Noreuro Traders Ltd v Hardy</i> (1923) 16 Ll L Rep 319	33.16
<i>Northland Navigation Co v Paterson Boiler Works (The Sea Comet)</i> (1983) 2 CF 59	7.10

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<i>Penlee, The</i> [1922] 1 KB 12; 27 Com Cas 1; 15 Asp MC 393	12.09
<i>Phelps (James) & Co v Hill</i> [1891] 1 QB 605; (1891) 7 Asp MC 42	22.18
<i>Pirie v Middle Dock Co</i> (1881) 4 Asp MC 388	27.03
<i>Plummer v Wildman</i> (1815) 3 M & S 482	26.18
<i>Potoi Chau, The</i> (<i>Castle Insurance Co Ltd v Hong Kong Islands Shipping Co</i>) [1983] 2 Lloyd's Rep 376 ...	43.09
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