

Oldfield Grange Application

Appendix

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Appendix 1 - UNESCO

If the Oldfield Grange is, under water Cultural heritage, your salvage is not directed at the Oldfield grange which is a wreck, you are only interested in the cargo, that is a commodity. Therefore, your activities are not directed at Cultural heritage the activity will incidentally affect the UCH.

2001 UNESCO Convention on the Protection of the Underwater Cultural Heritage

Convention and the international and domestic management of underwater archaeology which are important to take into account.

The UK has adopted 'The Rules', an Annex to the Convention, which includes **the principle** that UCH should not be commercially exploited.

- **It is already government policy that marine licences must comply with 'The Rules'.**
- The Convention distinguishes between activities directed at UCH, and those which **incidentally affect UCH**. The scope is therefore narrower than might be presumed.
- **The UK will not automatically be required to protect all wrecks in its territorial seas.**

The Review found that the majority of the substantive clauses of the 2001 Convention appear to present no difficulty to the UK, and that the UK has world-leading experience in some particular areas. However, there are some clauses which would require the UK to introduce **new measures in policy and administration, and potentially in law, and to reallocate resources.**

The regulation or removal of UCH from salvage law

The UK has not removed salvage law from the books, and they have not stopped engaging in salvage contracts, in your case they are open ended so they would have to buy that contract back to cease?

In the UK, UCH is not exempt from the application of salvage, even if the Oldfield granges is UCH you have legal rights to salvage it under current Law.

In the UK, UCH is not exempt from the application of salvage in common law or statute, and the common law property rights of salvor in possession are also applicable. Options set out in the Impact Review to achieve compliance with Article 4 of the Convention (which requires that activities directed at underwater cultural heritage shall not be subject to the law of salvage or law of finds unless they meet certain criteria **9**. include policy and administrative measures such as:

include policy and administrative measures such as:

- the UK government to decide not to engage in salvage-based contracts in respect to UCH;
- the amount of salvage paid to be based on the extent of protection;
- the UK government make a reservation as in the case of the IMO International Convention on Salvage (1989).

Alternatively, primary legislation could remove underwater cultural heritage from the application of salvage law.

9 Article 4: Relationship to law of salvage and law of finds. Any activity relating to underwater cultural heritage to which this Convention applies shall not be subject to the law of salvage or law of finds, unless it: a) is authorized by the competent authorities, and b) is in full conformity with this Convention, and c) ensures that any recovery of the underwater cultural heritage achieves its maximum protection.

UNESCO states it is consistent with UNCLOS and it is not possible to exclude all salvage under UNCLOS.

Article 3 and 4 2001 UNESCO convention

The Convention applies to UCH, as defined in Article 1(a); “Underwater cultural heritage” means all traces of human existence having a cultural, historical or archaeological character which have been partially or totally under water, periodically or continuously, for at least 100 years...’ Eleven objectives and general principles of the Convention are set out in Article 2, ensuring that State Parties cooperate to protect UCH, that in situ preservation of UCH is considered as the first option, and that any recovered UCH is conserved and managed to its long-term preservation. **Article 3 notes that no provisions affect the rights of States under international law, and that they shall be interpreted in a way that is consistent with UNCLOS.** Some of the Convention’s most important articles provide that UCH shall not be commercially exploited.**31 It is clear that although Article 4 attempts to exclude the undesirable aspects of salvage law, it was not possible for the Convention to exclude its use altogether as identifiable owners should not be denied of their property rights.** A compromise is made in Article 4 that UCH can only be subject to salvage law if it is authorized by the competent authorities, is in full conformity with the Convention, and it ensures that any recovery of UCH achieves its maximum protection.

UNCLOS PART XVI GENERAL PROVISIONS Article 303

Archaeological and historical objects found at sea

1. States have the duty to protect objects of an archaeological and historical nature found at sea and shall cooperate for this purpose.
2. In order to control traffic in such objects, the coastal State may, in applying article 33, presume that their removal from the seabed in the zone referred to in that article without its approval would result in an infringement within its territory or territorial sea of the laws and regulations referred to in that article.
- 3. Nothing in this article affects the rights of identifiable owners, the law of salvage or other rules of admiralty, or laws and practices with respect to cultural exchanges.**

4. This article is without prejudice to other international agreements and rules of international law regarding the protection of objects of an archaeological and historical nature.

You should look to claim for loss of property, if you lose you have the right to salvage your property. There are a host of laws to ownership and property rights that could come into play here?

Property Rights

“Treatment of Private Rights At present, broadly speaking, anyone is free to recover sunken property on the

high seas and to then claim a salvage reward from the owner. Until the reward is paid, the salvor will have a maritime lien on the recovered property. In cases where there is no known owner, or the owner has abandoned title, a finder may be awarded title to the property under the law of finds. Where an owner can be traced, and there has been no abandonment of title, the ownership rights may be recognised even after the passage of many years. **One of the most difficult issues facing the drafters of the Convention was how to deal with these private rights. As far as ownership rights are concerned, any attempt in the Convention to deprive owners of their rights might lead to conflict with the domestic constitutional laws of states parties and to the possibility that compensation might need to be paid under these laws.** The 1998 draft tried to avoid interfering with ownership rights by applying only to abandoned UCH. However, its definition of abandonment, which set out the circumstances in which abandonment would be "deemed", proved highly controversial and unacceptable to many states. As a consequence, the deemed abandonment provision was dropped and the Convention now applies to UCH whether abandoned or not. Indeed, the final text of the Convention makes no reference to ownership at all”.

SS Oldfield Grange (1913)

I am a Professor of marine archaeology and have years archaeological experience and years diving experience, both in a recreational and a professional context. During this time I have dived upon numerous shipwrecks, spanning different epochs, including the First and Second World wars. I have been asked to comment on the archaeological significance of the above vessel.

Background

The SS *Oldfield Grange* was a British Registered dry cargo vessel of 4,653grt. Built by the Irvine's Shipbuilding and Dry Docks Company of Hartlepool and launched in 1913. At the time of her loss the *Oldfield Grange* was owned by Houlder Bros, London and was en route from New York for Cardiff with a mixed cargo which included 500 tons of copper and 600 tons of lead. She was torpedoed and sunk by the German submarine U-62 on the 11th December 1917. No one was killed during the loss and the entire crew survived the sinking to be rescued by HM Trawler *Vale of Lennox* the following day. Her loss was one of the more than 3,000 British flagged merchant and fishing vessels lost in the First World War.

Historic Background

The previous century had seen huge increases in the development of technology of shipping which reached a peak in the late 19th century after which developments slowed. Whilst the differences between ships built in 1850 and 1900 are immense the same cannot be said of ships built between 1900 and 1945 when change still occurred but, was at a much slower pace.

The First World War saw huge shipping losses over a very short period and whilst some of these vessels were old at the time of their loss and belonged to the early era of rapid development or served a specialist purpose many weren't. Many were relatively modern vessels, dry cargo freighters of the three island type (a ship with a raised forecastle, midship structure, and poop) built either at the very end of the 19th century or in the 20th century. It is into this category that the *Oldfield Grange* fits, a common ship of the time, of which the First World War has left many surviving as shipwreck sites.

Condition

One major difference between the *Oldfield Grange* and most of her contemporaries is the presence of a large cargo of non-ferrous metal of some considerable size. The 500 tons of copper and 600 tons of lead is around 24% (11% copper and 13% lead) of her gross registered tonnage of 4,653 tons. The ship lies in seawater and has done so since her loss 105 years ago. Seawater is an electrolyte which will allow galvanic corrosion to occur were dissimilar metals are in electrical contact with each other. During this process one metal (the more reactive) acts as an anode and the other(s) (the less reactive) as a cathode. Steel is more reactive than copper or lead so in their presence acts as an anode and corrodes in preference to them. With the presence of such a large volume of nonferrous metal over such a long time the damage caused to the steel hull and machinery of the

ship is likely to be extensive and will be on-going. As a result of which the structure of the ship is likely to be in a considerably poorer state of preservation than other wrecks of similar date and type.

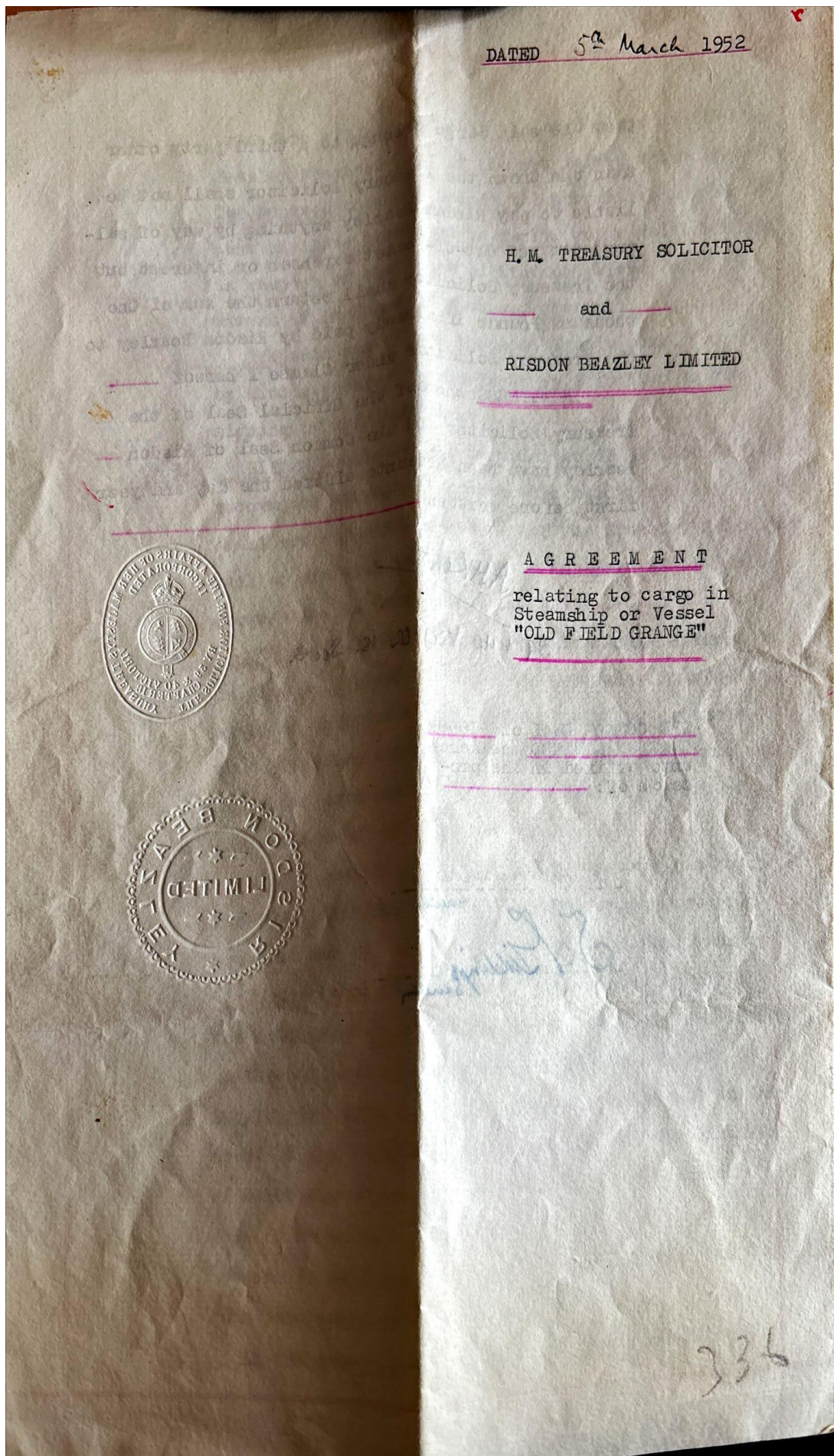
Importance

In her day the *Oldfield Grange* was typical of many merchant ships at sea, many of which like her were sunk during the First World War and survive as wrecks on the seabed. The nature of the *Oldfield Grange*'s cargo means that its structure is likely to be in a much poorer condition than many other similar examples. The *Oldfield Grange* has a rich historic record associated with the ship original ship but her wreck is one of a very common ship that is likely to be in much poorer condition than her contemporaries and so it is of relatively low archaeological importance.

Signed:

[Redacted]

Appendix 3 –Copy of original contract





A N A G R E E M E N T made this fifth
day of March One thousand Nine hundred and
Fifty-two B E T W E E N THE SOLICITOR FOR THE
AFFAIRS OF HER MAJESTY'S TREASURY (hereinafter called
"the Treasury Solicitor") of the one part and RISDON
BEAZLEY LIMITED whose registered office is situate
at Northam Bridge Southampton in the County of
Southampton (hereinafter called "Risdon Beazley") of
the other part

W H E R E A S the Steamship or Vessel "OLD
FIELD GRANGE" was sunk about Thirty miles North-East
from Tory Island between the years One thousand Nine
hundred and Fourteen and One thousand Nine hundred
and Eighteen

A N D W H E R E A S at the time of the loss of
the said Steamship or Vessel "OLD FIELD GRANGE" the
cargo laden on board her included Six hundred and
Twenty-seven and a half tons of Lead and Five hundred
tons of Copper and Three hundred and Forty-one tons
of Steel

A N D W H E R E A S the said cargo was the
property of the Minister of Munitions

A N D W H E R E A S by the Ministry of
Munitions (Cessation) Order One thousand Nine hundred
and Twenty-one all property held by the Minister of
Munitions was transferred to and vested in the
Treasury Solicitor

N O W I T I S H E R E B Y A G R E E D between the parties
hereto as follows:

1. I N consideration of the payment by Risdon Beazley
to the Treasury Solicitor of the sum of One thousand
Pounds together with Ten per cent of the net salved
value of the said cargo the Treasury Solicitor hereby

transfers all his title in the said cargo to Risdon Beazley Provided that if the net salved value exceeds Two hundred thousand Pounds the percentage of Ten per cent shall be increased to Twelve and a half per cent in respect of that Part of the net salved value in excess of Two hundred thousand Pounds

2. THE said sum of One thousand Pounds shall be paid by Risdon Beazley to the Treasury Solicitor on the signing of this Agreement
3. RISDON Beazley shall be under no obligation to recover or attempt to recover the said cargo but shall not without the consent of the Treasury Solicitor sell or transfer their title in any part of the said cargo which is unrecovered
4. THE net salved value of the said cargo referred to in Clause 1 hereof shall be the proceeds of sale less expenses incurred after landing including expenses of realisation storage handling freight insurance and any other expenses properly incurred in respect of the realisation of the said cargo
5. RISDON Beazley shall pay the percentage due to the Treasury Solicitor as and when any cargo recoveries are sold and the proceeds received by Risdon Beazley
6. IN the event of Risdon Beazley recovering any of the said cargo they shall offer to sell any recoveries to the Minister of Materials or the Minister of Supply such offer shall be made in writing and in the event of the offer not being accepted by the Minister of Materials or the Minister of Supply within ten days of it being made Risdon Beazley shall be at liberty to sell any recoveries in such manner and to such purchasers as they think fit
7. IN the event of it being established hereafter

that the said cargo belongs to a third party other than the Crown the Treasury Solicitor shall not be liable to pay Risdon Beazley anything by way of salvage damages out-of-pocket expenses or interest but the Treasury Solicitor shall return the sum of One thousand Pounds if already paid by Risdon Beazley to the Treasury Solicitor under Clause 1 hereof

IN WITNESS whereof the Official Seal of the Treasury Solicitor and the Common Seal of Risdon Beazley have been hereunto affixed the day and year first before written

[Redacted]

39 + 40 Vc Ch 18. sec 3.

THE COMMON SEAL of RISDON
BEAZLEY LIMITED was here-
unto affixed in the pre-
sence of:

[Redacted]

Appendix 4 - Possible OGEliS

Wreck Number	Redacted	State = LIVE	Classification	Unclassified
Chart Symbol	Redacted		Status	--
Existence Doubtful	--		Reported Year	--
Date Last Amended	28/01/2013			
Charting Comments	--			
Wreck Category	Non-dangerous wreck			
WGS84 Position	Redacted			
WGS84 Origin	Original			
WGS84 limits	--			
Position	Redacted			
Previous Position				
Position Accuracy	1 m			
Horizontal Datum	ETRS 1989			
Position Last Amended	--			
Position Method	Differential Global Positioning System	Position Quality	Surveyed	
Limits	--			
Depth	53 m	Water Depth	58 m	
Depth Method	Found by multi-beam	Depth Quality	Least depth known	
Height	--	Drying Height	--	
Vertical Datum	Approximate lowest astronomical tide			
Water Level Effect	Always under water/submerged	Bottom Texture	Sand	
Sonar Signal Strength	Strong			
Original Sensor	Reported Sinking	Last Sensor	Acoustic Sensor	
Conspic Visual	NO	Conspic Radar	NO	
Non-Sub Contact	--	Contact Description	Entire wreck	
Name	Redacted			
Type	Redacted			
Flag				
Dimensions (m)	Redacted			
Tonnage				
Cargo	METAL			
Date Sunk	10/09/1940			
Original Detection Year	1940	Last Detection Year	2011	
Original Source	--	Last Source	Survey Vessel	
Sonar Dimensions	LxWxH = 100x24x4,5			
Orientation	66°			
Magnetic Anomaly	--			
Debris Field	NIL			
Scour Depth	1,5 m	Scour Length	130 m	
Scour Orientation	--			
Markers	--			
General Comments	INTACT, COLLAPSED, ? BOWS ENE, SCOUR RUNS 066/246 DEGS			

Circumstances of Loss

Redacted

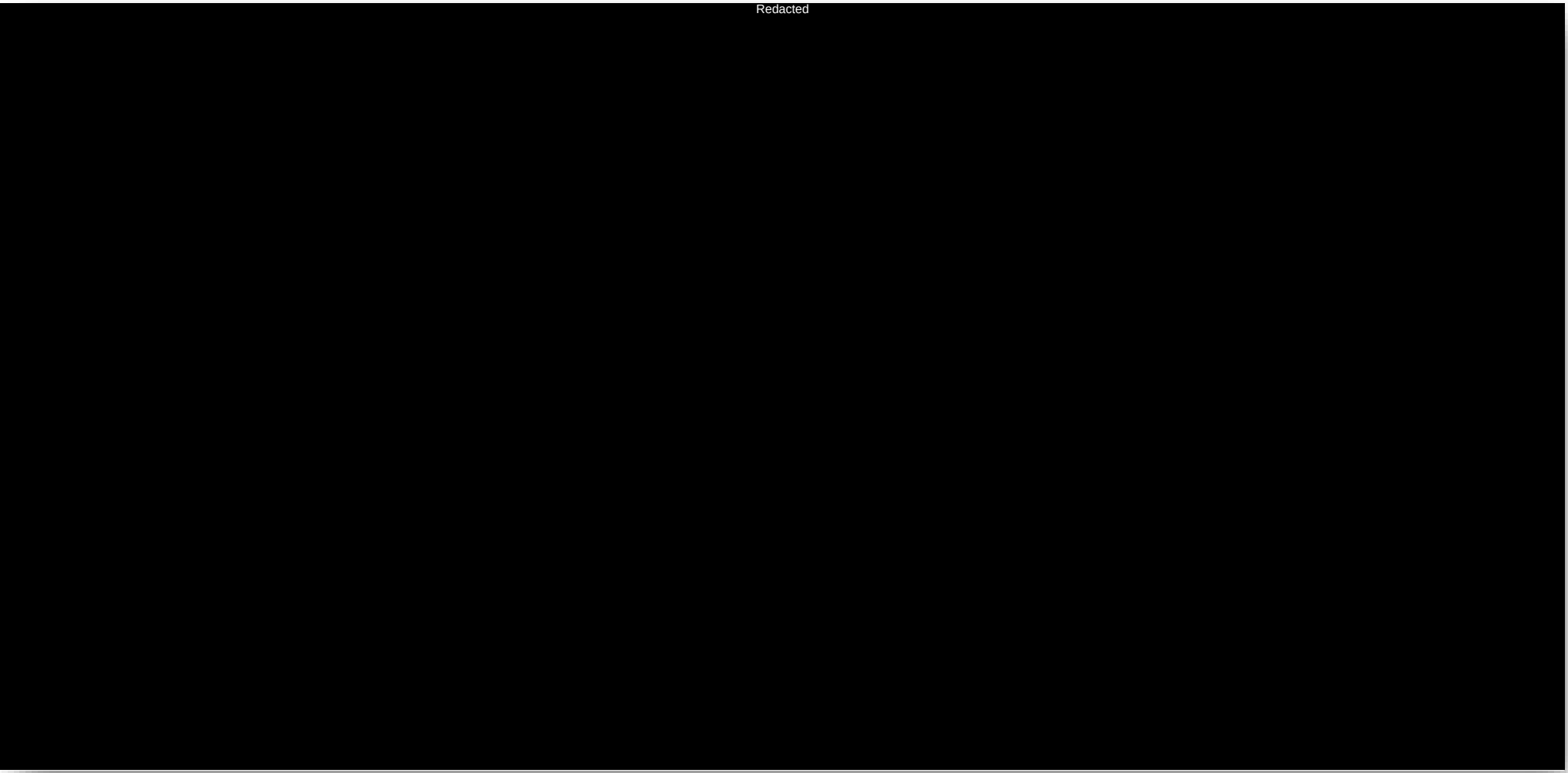
Surveying Details

Redacted

Redacted

Redacted

Redacted



Appendix 5 – UNESCO convention on Underwater cultural heritage – explanation of vote

UNESCO CONVENTION ON UNDERWATER CULTURAL HERITAGE: **EXPLANATION OF VOTE**

As a nation with a long maritime history, the United Kingdom attaches great importance to the preservation of Underwater Cultural Heritage. There are many historic wrecks lying on the seabed in the waters off our shores and there are wrecks of British origins all over the world. Many of those wrecks contain the remains of British seafarers. We are, therefore, committed to a *global* Convention for the Protection of Underwater Cultural Heritage and entered negotiations to create one in a very positive spirit. Much good progress has been made and the UK can support most of the articles in the current draft of the Convention, particularly the provisions in the Annex. It was with great regret, therefore, that the UK was unable to vote in support of the text before us today. Our reasons will be familiar to those who have taken part in the expert group meetings at which we have tried to explain our concerns.

The discussions about warships and state vessels and aircraft used on non commercial service have proved contentious. There have been exhaustive attempts to reach consensus between the competing claims of the Sovereign Immunity enjoyed by Flag States on the one hand and jurisdictional claims of Coastal States on the other. Unfortunately the differences have not been resolved. The United Kingdom considers that the current text erodes the fundamental principles of customary international law, codified in UNCLOS, of Sovereign Immunity which is retained by a State's warships and vessels and aircraft used for non commercial service until expressly abandoned by that State. The text purports to alter the fine balance between the equal, but conflicting, rights of Coastal and Flag States, carefully negotiated in UNCLOS, in a way that is unacceptable to the United Kingdom.

The procedures for the protection of underwater archaeology adopted in the Annex are those which are already followed by the United Kingdom with regard to the designation of wreck sites within its territorial sea and internal waters. However, the text obliges signatory States to extend the same very high standards of protection to all underwater archaeology over 100 years old. It is estimated that there are probably about 10000 wreck sites on the seabed under the United Kingdom's territorial sea and it would neither be possible nor desirable to extend legal protection to all of them. The United Kingdom believes that it is better to focus its efforts and resources on protecting the most important and unique examples of underwater cultural heritage. It would simply be impossible to enforce the application of the rules in the Annex to every one of the thousands of wreck sites.

We very much regret that the artificial deadline created by this Conference has prevented the Parties to this negotiation from agreeing a text to meet these concerns. In last meeting of experts in July much progress was made on the difficult issue of jurisdiction and we recognise the enormous efforts made by many delegations to achieve a compromise. We believe that given more time and reflection, a way could have been found to meet our remaining concerns. We note that the United Kingdom is far from alone in having serious reservations about the text. We believe that it is very regrettable that the member States of UNESCO are about to approve a Convention at this General Conference that will not prove capable of attracting universal support.

Article 3 – Relationship between this Convention and the United Nations Convention on the Law of the Sea

Nothing in this Convention shall prejudice the rights, jurisdiction and duties of States under international law, including the United Nations Convention on the Law of the Sea. This Convention shall be interpreted and applied in the context of and in a manner consistent with international law, including the United Nations Convention on the Law of the Sea.

Article 4 – Relationship to law of salvage and law of finds

Any activity relating to underwater cultural heritage to which this Convention applies shall not be subject to the law of salvage or law of finds, unless it:

- (a) is authorized by the competent authorities, and
- (b) is in full conformity with this Convention, and
- (c) ensures that any recovery of the underwater cultural heritage achieves its maximum protection.

Appendix 6 - Mike Williams comments on decision to refuse license 06-06-19

1. The UK has adopted the Rules to the Annex as ‘best practice’ for marine archaeology.
2. The following Ministerial Answer to a Parliamentary Question in Hansard sets this out:

“ Underwater Heritage

Mr. Dismore: *To ask the Secretary of State for Culture, Media and Sport when the Government will ratify the Unesco Convention on Underwater Heritage; and if she will make a statement. [210917]*

Mr. Caborn: *The UK Government has no current plans to sign the Unesco Convention but has adopted the annex of the Convention as best practice for archaeology.*

Mr. Dismore: *To ask the Secretary of State for Culture, Media and Sport for what reason the Government has not yet ratified the Unesco Convention on Underwater Heritage; and if she will make a statement. [210918]*

Mr. Caborn: *The UK Government did not ratify the Unesco Convention because we would be required to protect all underwater cultural heritage over 100 years old. This is not practical as there are over 10,000 known wreck sites in UK waters.*

We believe that it is better to focus our efforts and resources on protecting the most important examples of our underwater cultural heritage.

We have however shown commitment to archaeological best practice by adopting the annex to this Convention and ratifying the Valetta Convention (Treaty of Malta also known as the European Convention on Protection of the Archaeological Heritage 1992). ”

Source

<http://www.publications.parliament.uk/pa/cm200405/cmhansrd/vo050124/text/50124w13.htm>

3. The requirement of the UK to follow the Rules of the Annex is therefore a Government policy.
4. UK Administrative law requires a UK Regulator to follow a Government policy unless there are exceptional grounds for departing from that policy.
5. The Rules themselves do not set a 100 year limit as to what is Underwater Cultural Heritage (UCH) and what is not. The UNESCO Convention 2001 sets the 100 year limit but the Rules do not. However in interpreting the Rules regulators and a court may well have regard to the 100 year limit set in the Convention.
6. It is likely therefore that a Regulator will conclude the wreck in question is UCH.
7. Since the requirement to follow the Rules is a UK policy and not imposed by international law, given that the UK has not signed the UNESCO Convention 2001, it is incorrect to state in the 2nd Ground for refusal that granting a licence would be contrary to international law under s.29(4) Marine (Scotland) Act 2010. There is no such international legal commitment on the UK to follow the Convention nor the Rules of the Annex. The commitment is only a policy commitment.
8. To that extent the Regulator has misdirected itself in law and appears to have acted ultra vires.
9. There is a UK legal requirement for Regulators to follow Government policy i.e. in this case the Rules of the Annex.
10. However the Rules of the Annex do not preclude salvage in all circumstances, nor does the Convention itself. Article 4 of the UNESCO Convention 2001 expressly contemplates the authorisation of salvage.
11. It could be argued that a blanket prohibition on the commercial exploitation of UCH under Rule 2 was not contemplated by either the UNESCO Convention 2001 or the Rules. Indeed in 2018 the UK sold cargo from a WW1 wreck, which amounted to commercial exploitation of UCH, notwithstanding its

policy of following the Rules of the Annex: <https://beta.northumbria.police.uk/latest-news/2018/october/metal-valued-at-almost-100-000-to-go-to-auction-after-being-illegally-salvaged-from-wwi-wreck/>

12. Furthermore, should a WW1 wreck commence leaking oil could it seriously be argued that oil extracted from it in order to prevent pollution had to be preserved in perpetuity as required by the Convention and the Rules. Such a blanket interpretation of this UK policy would amount to an absurdity, in that no museum or cultural institution would contemplate curating tons of WW1 oil.
13. In formulating this policy of the UK following the Rules of the Annex, Ministers must have intended that the Rule against commercial exploitation would only apply to UCH of archaeological significance. A cargo of copper and lead mass produced by industrial process holds little or no archaeological importance and it cannot have been contemplated that such a cargo was intended to be covered by this UK policy on UCH and the prohibition on commercial exploitation.
14. Consequently Marine Scotland should have obtained advice as to the archaeological significance of the cargo and applied this assessment proportionately. Instead Marine Scotland appeared to have simply applied a blanket prohibition to the proposed recovery for commercial exploitation of cargoes submerged for over 100 years.
15. The argument formulated in points 11 – 14 above have been debated in legal academic circles but have never been tested in a court of law. To that extent the argument is speculative and it would be prudent to obtain the advice of a Counsel experienced in Administrative Law as to the likelihood of success.

Mr. Neil Isherwood

Oldfield Grange

Introduction

I have been asked by Mr. Neil Isherwood, on a pro bono basis, for my observations on an opinion of Senior Counsel, Mr. R. B. M. Howie Q.C., in respect of the merits of Mr. Isherwood's summary application at his instance appealing to the sheriff under section 38 of the Marine (Scotland) Act, 2010 ("the 2010 Act") against the refusal by the Scottish Ministers of an application made by him for a licence under that Act to recover a cargo of copper and lead ingots from the "Oldfield Grange", an armed merchantman which was torpedoed off Ireland in December 1917.

Mr. Howie has commented principally upon two issues, firstly the effect of s. 29(6) Marine (Scotland) Act 2010 acting as an indirect block to the granting of a marine licence and secondly whether there is any element of historical or archaeological significance in the definition of Underwater Cultural Heritage (UCH) in the UNESCO Convention 2001 ('the 2001 Convention') and thus in the Rules of the Annex to the 2001 Convention, which Rules the United Kingdom (UK) have adopted as 'best practice', i.e. policy, for maritime archaeology

(see further:

<http://www.publications.parliament.uk/pa/cm200405/cmhansrd/vo050124/text/50124w13.htm.>)

I comment upon these two issues in reverse order.

Definition of UCH

Mr. Howie is perfectly correct in stating that "*the definition of "underwater cultural heritage" in Article 1 of the Convention imports a criterion of the possession of a degree of cultural, historical or archaeological significance is one of the more contentious areas of the Convention and that it has been so from the original signature of that Convention by the States party thereto.*". It is a matter which has occupied the attention of the UK's Joint Nautical Archaeology Policy Committee (JNAPC) since 2001, without, it must be said, any consensus being arrived at. Prof. Sarah Dromgoole, whose book Mr. Howie cites, and I sat together on the JNAPC for some 23 years until Prof. Dromgoole's recent retirement and it was a matter Prof. Dromgoole and I discussed many times. Indeed at one point Prof. Dromgoole and I, together with certain other JNAPC members, were tasked with attempting to arrive at a conclusion as to this issue. We were unable to reach a consensus.

However, I think it would be fair to say that the majority of JNAPC members involved in discussing the matter are of a similar mind to myself and Mr. Howie, i.e. that the criterion of "*a cultural, historical or archaeological character*" in the 2001 Convention's definition of UCH imports a criterion of historical significance or importance into the definition. When the matter was considered by JNAPC the issue of recovered munitions or fuel oil was central to the deliberations. Munitions and fuel oil are legacy issues for the UK's Ministry of Defence (MOD). To-date only World War 2 wrecks have, to my knowledge, been the subject of significant fuel oil recoveries (HMS Royal Oak, Scapa Flow and RFA Darkdale, St. Helena), where in both instances the oil

recovered has been sold to help defray recovery costs. However, if such fuel oil, or munitions, were to be recovered from a World War 1 wreck, the possibility of such a necessity cannot be excluded, then a blanket interpretation of UCH based simply upon its submergence as a trace of human existence for 100 years would mean that the Rules of the Annex would apply to recovered fuel oil or munitions. One only has to look at the possibility of the requirement in the Annex that such a recovery has to be curated and, if possible, kept together in perpetuity to appreciate the manifest absurdity of such an obligation. No museum or institution would countenance the curation of several hundred tons of fuel oil or munitions. Similarly when considering the issue the JNAPC has questioned, as have I, the historical significance of a cargo of apparently identical metal ingots mass produced by an industrial process.

For the above reasons I would concur in Mr. Howie's conclusion that the criterion of "*a cultural, historical or archaeological character*" in the definition of UCH in the 2001 Convention imports a requirement for significance or importance in historical terms and that this criterion in the definition cannot be dismissed as simply adding nothing to the definition.

The effect of s. 29(6) Marine (Scotland) Act 2010

S.29(6) states that "*The Scottish Ministers must not grant a licence to carry on any activity which is contrary to international law.*". As Mr. Howie states "*Ministers have concluded that ... the application cannot be granted because the recovery of the ingots (being the activity to allow which a permit is sought) would be contrary to international law and is therefore such as the Ministers are precluded from licensing by sub-section 29(6) of the 2010 Act.*".

Mr. Isherwood has contended that s.29(6) must be interpreted in effect to mean that nothing is to be regarded as international law unless it is an international law provision to which the UK is a State party or, presumably, is recognised by the UK as customary international law. Or, as Mr. Howie succinctly summarises the submission by Mr. Isherwood, "*One would expect that section 29 would not be intended to import the rule of a treaty which the United Kingdom had denounced or from which it had withdrawn.*", or in this case presumably declined to become a State party to.

However, Mr. Howie has expressed reservations as to the veracity of this interpretation of s.29(6). Mr. Howie's primary objection to the validity of this submission is that if accepted it would render s.29(6) redundant. It must be conceded at the outset, and I do so concede, that s.29(6) is capable of bearing the interpretation put upon it by Mr. Howie. However, I am of the opinion that the interpretation put forward by Mr. Isherwood is more likely to carry weight with the court.

I am not convinced that s.29(6) is necessarily rendered redundant as a result of accepting Mr. Isherwood's submission. There is House of Lords authority to the effect that when interpreting a statute one must presume that the UK intends to meet its international obligations, unless the legislature clearly indicates to the contrary. S.29(6) can therefore be read as an express reiteration of this principle of statutory interpretation to be applied when Ministers are considering whether or not to grant a marine licence. That gives s.29(6) a function which is not negated by Mr. Isherwood's submission.

Additionally I believe one must consider the effect of *not* accepting Mr. Isherwood's submission where the UK is not a party to an international legal provision, as is the case with the 2001 Convention. Once an international legal provision attracts the requisite number of State parties, as happened with the 2001 Convention on 2nd January 2009, then that international legal provision becomes a competent of the corpus of international law.

In the case of the 2001 Convention the UK participated actively in the preceding negotiations, devoting considerable time and resources to so doing. In the final session there was a considerable UK delegation present, with representatives from the Foreign & Commonwealth Office (FCO), Department of Culture, Media and Sport (DCMS) and the Ministry of Defence (MOD). In the event the UK did not vote for adoption of the draft 2001 Convention. It was anticipated that this decision would be controversial within the heritage community and an explanation of the UK's voting position was circulated internally within government. A copy of this document was made available to me by the FCO and I attach a copy. Additionally in 2010 I was tasked by the JNAPC with investigating in more detail the UK's decision not to support the adoption of the 2001 Convention and I engaged in extensive discussions with MOD, DCMS and FCO. A short summary of my findings produced for JNAPC is also attached.

From the above it is clear that the UK strongly supported the basic premise of the Convention, devoted considerable resource to participating in its formulation and gave considerable deliberation as to whether or not to support it. Ultimately it declined to do so after measured consideration and expressed its rationale for this. The UK's decision was thus not taken lightly nor by mere omission. Yet if one does not accept Mr. Isherwood's submission in respect of s.29(6) then the effect would be that the terms, obligations and prohibitions of an international legal provision, such as the 2001 Convention, would be imposed upon applicants for a marine licence in Scottish waters, creating an indirect block as Mr. Howie puts it, by virtue of the international legal provision which the UK expressly declined to adopt, on otherwise legitimate activities of such applicants.

Given the above stated UK position and history of the matter I believe a court would be reluctant to accept such an intention on the part of the legislature. Consequently I believe there may be merit in advancing the submission that s.29(6) should be interpreted more restrictively as meaning that no marine licence can be granted by Ministers where such a grant would be contrary only to an international legal provision to which the UK is a party or contrary to customary international law as recognised by the UK.

Prof. M. V. Williams

Email: [Redacted]

Tel: [Redacted]

Appendix 8 - Prof Williams Explaining the 2 Policies

Observations on Answers to Condescendence (adjusted to 17th June 2021)

Post Decision Letter Rationalisation

The United Kingdom's decision to adhere to the Rules of the Annex of the 2001 UNESCO Convention ('the Rules') is a policy decision announced in the House of Commons¹ and is not enshrined in any legislative provision. The adherence of the United Kingdom to the Rules of the Annex is acknowledged by the Defenders on page 5 of the Answers to Condescendence to be " ... *the stated policy of the UK Government to adhere to the Rules as set out in the Annex to the UNESCO Convention.*" In contrast, the decision letter of 2nd July 2020 states that "*Under Part 4, section 29(6) of The Act Scottish Ministers must not grant a licence to carry on any activity which is contrary to any international law, which this application would be.*"

It would appear that there has been a change in the original stated basis of the decision by the Defenders from one of potential contravention of s.29(6) Marine (Scotland) Act 2010 to one of potential departure from the stated United Kingdom's policy for best practice for management of Underwater Cultural Heritage Underwater (UCH). These two stated grounds, one legislative, the other policy, are clearly not the same.

My understanding, though I am no expert in Administrative Law, is that within England & Wales the courts have been very alert to post Decision Letter rationalisation, where the decision maker seeks to amend the ground(s) of the decision to make it more defensible and the courts have required that a justification of the decision, when judicially challenged, must be based upon the original basis set out in the decision letter and not upon a later and varying elaboration of the grounds by the decision maker. Whether the courts within Scottish jurisdiction have adopted the same approach and, if so, to what extent are matters you may wish to explore with your legal advisers.

Conflicting Policy Drivers

The Defenders appear to be primarily basing the decision to reject the application for a marine licence on the basis that granting the licence would be a departure from the United Kingdom's policy of adhering to the Rules, namely that it would fail to preserve the UCH in situ as a first option and would permit commercial exploitation of the UCH. The Defenders also assert that they have taken other material considerations into consideration. A decision maker is expected to follow stated policy, unless there are circumstances justifying departure from that policy.

However, adherence to the Rules is not the only public policy that is applicable here, a matter which the Defenders appear not have taken cognisance of. It has been a long standing public policy to encourage salvors in the public interest to recover valuable material in order to restore possession of such property to its owners and to restore such property to the mainstream of commerce. Indeed, the courts have acknowledged that such public policy underlies salvage law itself² and the House of Lords have reaffirmed this public policy:

*"It is said that public policy requires and always has required that every proper encouragement should be given to salvors"*³

*"It is undoubtedly in the public interest that the initiative and resources of salvors should be encouraged"*⁴

¹ <http://www.publications.parliament.uk/pa/cm200405/cmhansrd/vo050124/text/50124w13.htm> Accessed 30.6.2021

² Kennedy & Rose *The Law of Salvage* Rose, Francis. D. (6th Ed.) Sweet & Maxwell London 2002 paras. 26-27; see also *The Fusilier* (1865) Br. Of Lush 341 at 347.

³ *The Tojo Maru* [1972] A.C.242 at 267 per Lord Reid.

⁴ *The Tojo Maru* [1972] A.C.242 at 273-274 per Lord Morris of Borth y Gest.

Thus there are two conflicting policy drivers in this matter, the public policy of encouraging salvage of valuable material so as to restore it to the possession of its owners and the mainstream of commerce and the policy of adhering to the Rules, thereby in this instance preserving the UCH in situ and not subjecting it to commercial exploitation.

Copper and lead are valuable materials, in commercial demand and, I understand, much of the copper used in the United Kingdom is imported.⁵ Additionally the lead would be ‘pre-nuclear’ i.e. processed prior to 1945 and thus having a lower radiation background, which would enhance its value for certain applications, such as medical. It is accepted by the Defenders that the combined cargo, if recovered, would be worth £2.5million.⁶

Where a decision maker is faced with two conflicting public policies, both of which are material to the determining the matter, I would take the view that the decision maker must reach a balanced decision, taking into account all material facts and considerations. It is clearly in the public interest that valuable materials are restored to the possession of their owners and to the mainstream of commerce and conversely it is in the public interest that significant UCH is preserved, preferably in situ and not subject to inappropriate commercial exploitation.

My observations are:

That in order to reach such a balanced decision between these two opposing public policies of encouraging salvage and preserving UCH in situ and from commercial exploitation the Defenders would need to take account of :

- An assessment as to the benefits to society of restoring such valuable material to the United Kingdom’s economy and the detriment of not doing so.
- An assessment as to the historical / archaeological significance, if any, of the material in question.
- An assessment as to the benefit of preserving it in situ and from commercial exploitation and the detriment of not doing so.
- An assessment as to the impact upon the proprietary rights of the owner or the Crown and public funds.⁷
- An assessment as to the impact, beneficial or adverse, upon the public policy of encouraging salvage if the application is approved or rejected respectively.

The Defenders have acknowledged that the Pursuer (salvor) would benefit from a salvage award if the material is successively recovered.⁸ However, it appears that the Defenders have not:

- Made any assessment as to the benefits to society of restoring such valuable material to the UK economy and the detriment of not doing so.
- Made any assessment as to the historical / archaeological significance, if any, of the material in question.⁹
- Made any assessment as to the benefit of preserving the material in situ and from commercial exploitation and the detriment of not doing so.
- Made any assessment as to the impact upon the proprietary rights of the owner or the Crown and public funds of preserving the material in situ.

⁵ <https://www.statista.com/statistics/626777/uk-copper-article-imports-origin-countries/>

Accessed 30.6.2021.

⁶ Para.3 page 2.

⁷ It may be uncertain in whom the title to the cargo is currently vested. It would be the function of the Receiver of Wreck when the cargo is landed in the United Kingdom to determine the ownership. If this is not possible the cargo would vest in the Crown and any proceeds of sale, less the salvage award, would be paid into the Consolidated Fund, thereby directly benefitting public funds; s.237-243 Merchant Shipping Act 1995.

⁸ Page 9.

⁹ In this context it is perhaps relevant to note that terrestrially heritage management is based upon an assessment of significance, as is heritage management of UCH by designation or scheduling under the Protection of Wrecks Act 1973 or the Ancient Monuments and Archaeological Areas Act 1979 respectively (or their Scottish equivalent). However, in the case of the Marine Licensing system the Defenders appear to be applying heritage management solely as an axiomatic principle of 100 years, devoid of any assessment of historical / archaeological significance. Potentially this could lead to the manifestly absurd result whereby a piece of coal from a shipwreck’s bunkers would constitute UCH and be required to be preserved in situ for the purposes of Marine Licensing.

- Made any assessment as to the impact, beneficial or adverse, upon the public policy of encouraging salvage if the application is approved or rejected respectively.

Rather, it appears that the Defenders have correctly identified the material as constituting UCH within the United Kingdom's policy on UCH but then applied that policy in an axiomatic manner to the exclusion of and without consideration to the material matters identified above. In doing so the Defenders have fettered their discretion and failed to take all material considerations into account and thus failed to reach a balanced decision based upon all the material considerations applicable in this instance.

The Defenders have also made reference to the precautionary principle under the OSPAR Convention.¹⁰ The OSPAR Convention has no application to UCH, being concerned only with the natural environment and not the cultural environment.¹¹ The Defenders thus appear to have taken an immaterial consideration into account.

Prof. M. V. Williams
30.6.2021

¹⁰ Page 9.

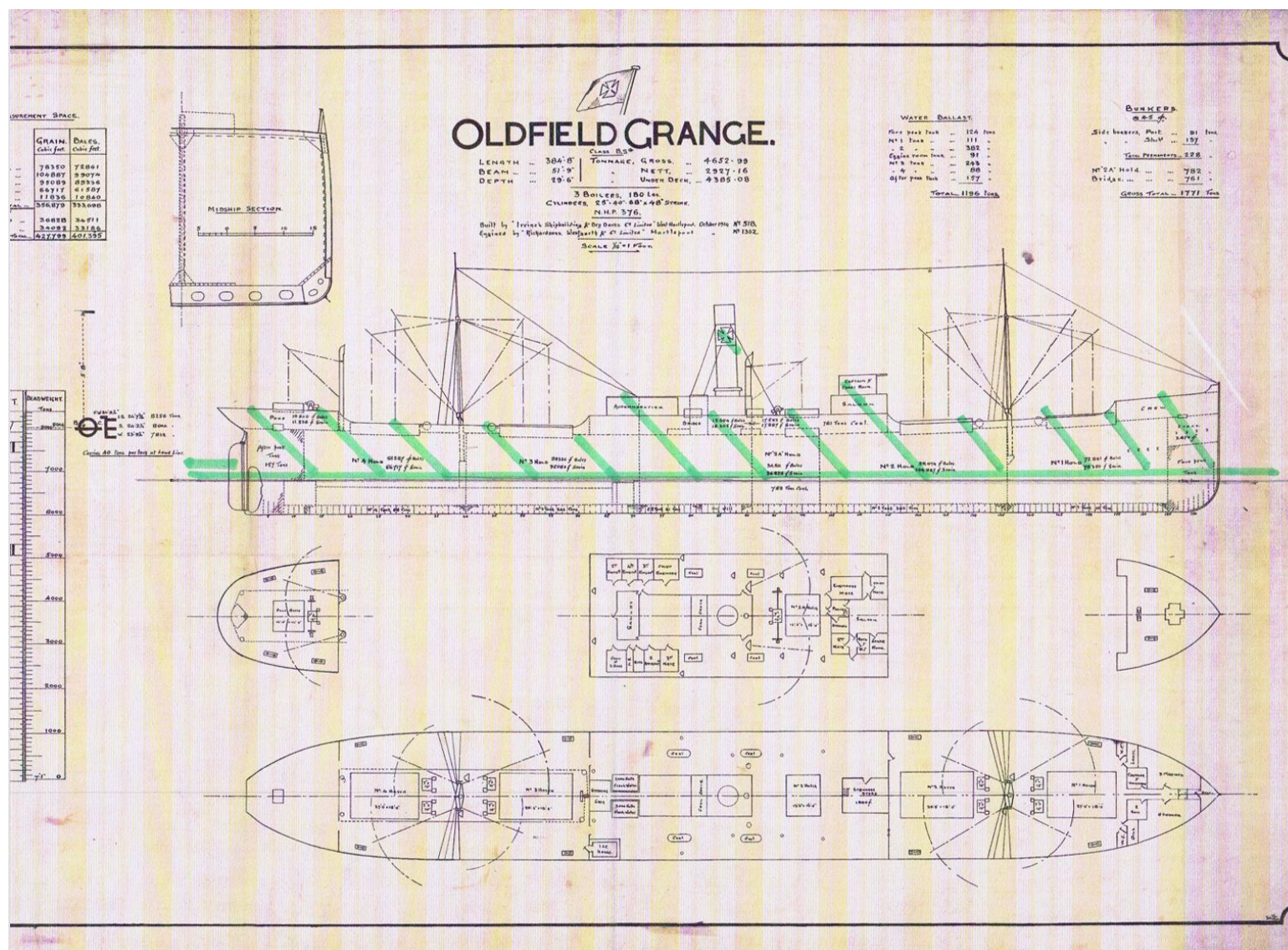
¹¹ <https://www.ospar.org/convention/text> Accessed 30.6.2021.

Appendix 9 – Ingot Sample of the TSOL owed cargo

Copper wire bars on board – we have not manage to trace the owner



Appendix 10 – OG GA showing break up

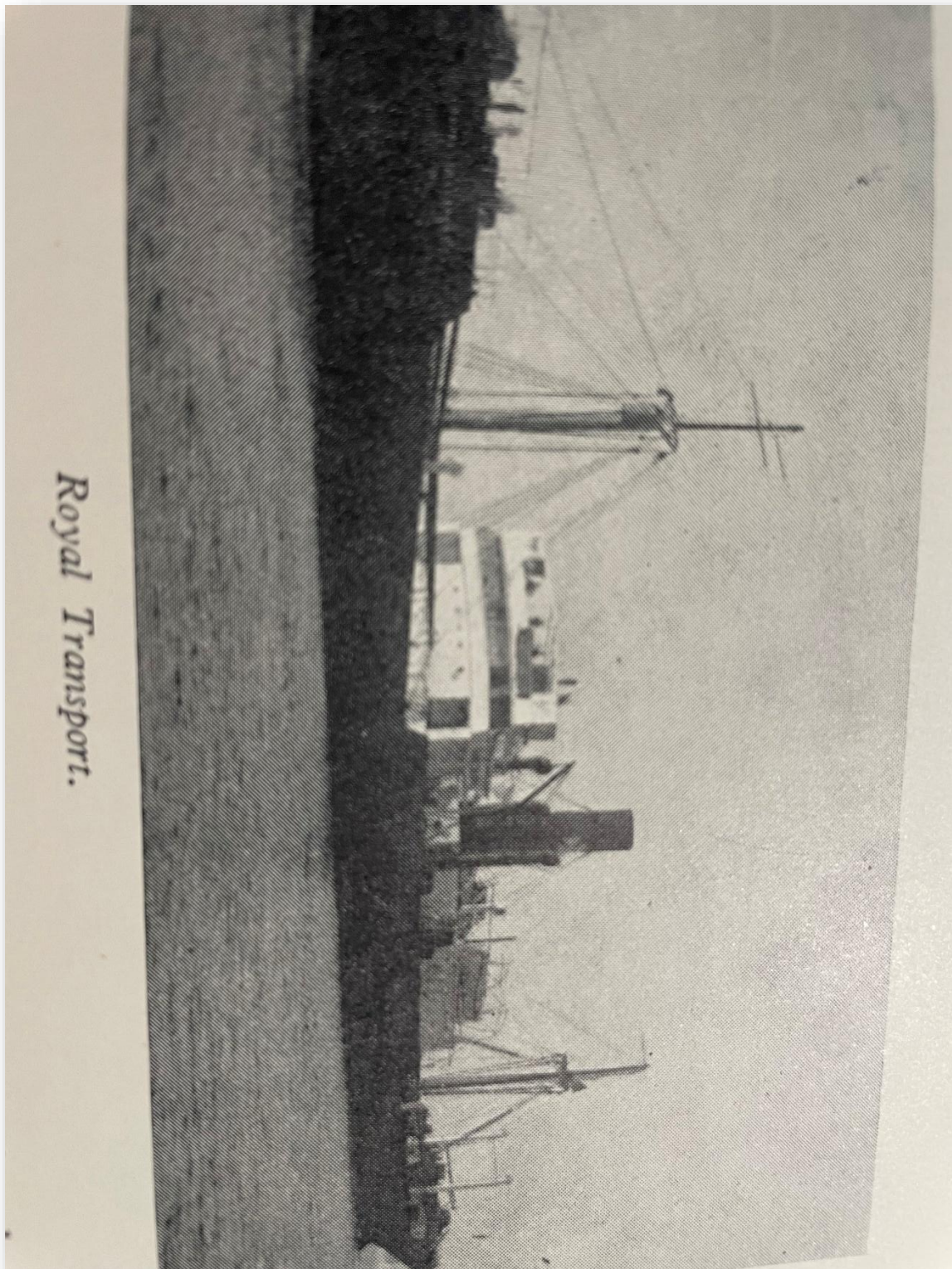


Appendix 11 - Queensland Transporter Built 1013 Sister Sunk 15th May 1943

IRVINE'S SHIPBUILDING & DRY DOCKS COMPANY LTD., WEST HARTLEPOOL

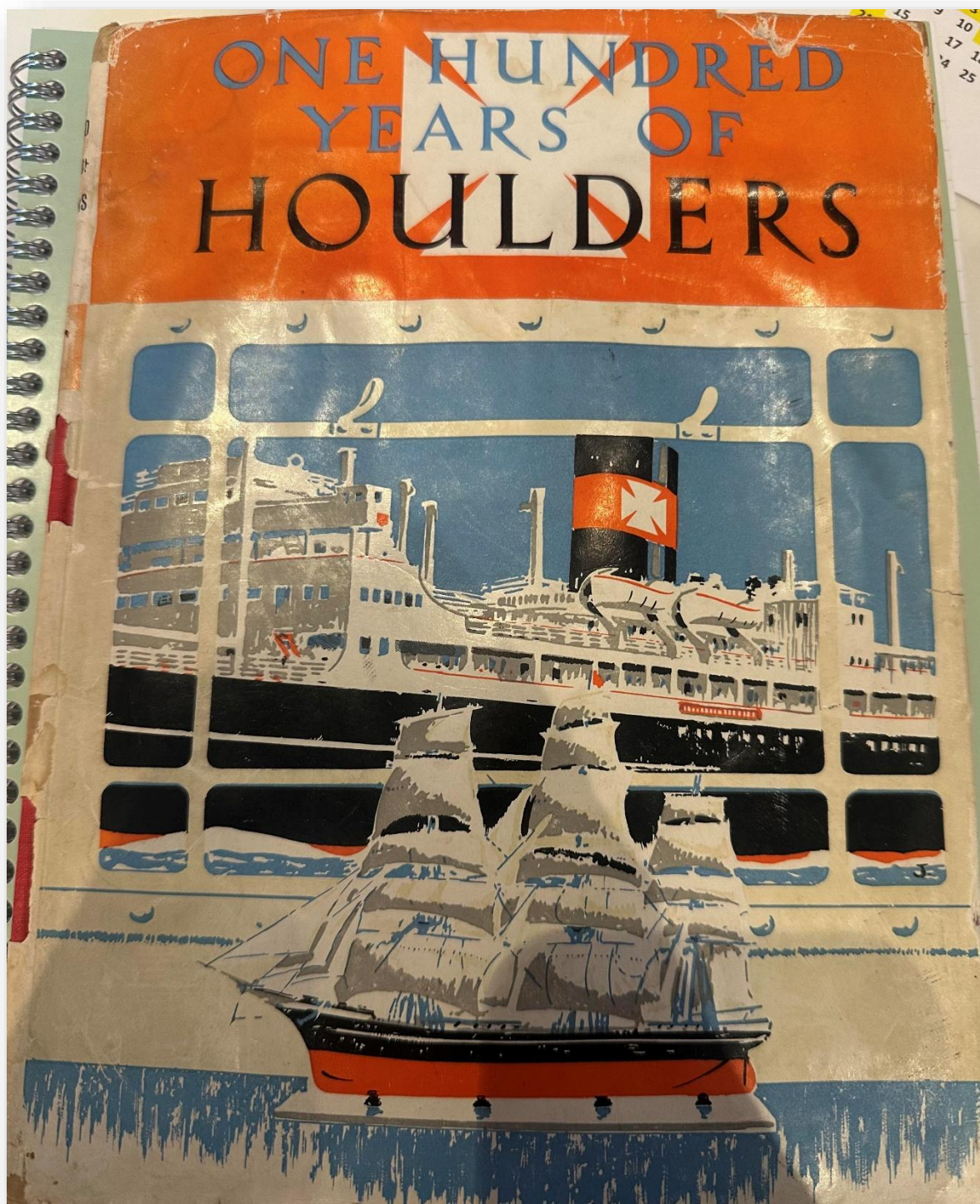
Name	QUEENSLAND TRANSPORT
Type	Cargo
Yard Number	H515
Launched	06/02/1913
Completed	04/1913
Off. Number	135881
Engine builder	Richardsons Westgarth, Hartlepool
Engine type	T. 3 cyl.
GRT	4669
Length (feet)	385
Beam (feet)	52
First owner	Empire Transport Co. Ltd. (Houlder Bros.), West Hartlepool
History	1934 MAROUSSIO LOGOTHETIS, Goulandris Brothers, Andros
	07/1940 seized by Vichy French authorities at Diego Suarez
	1940 GÉNÉRAL DUCHESNE, Vichy French Government (Messageries Maritimes)
	05/1942 captured by Royal Navy at Mayotte
	1942 MAROUSSIO LOGOTHETIS, Goulandris Brothers, Andros
Fate	15/05/1943 torpedoed by U.105 in 05.28N 14.28W on passage Rio de Janeiro via Freetown for the U.K.

Appendix 12 – Photo of Sister Ship



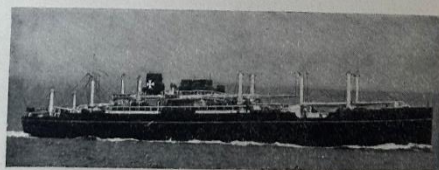
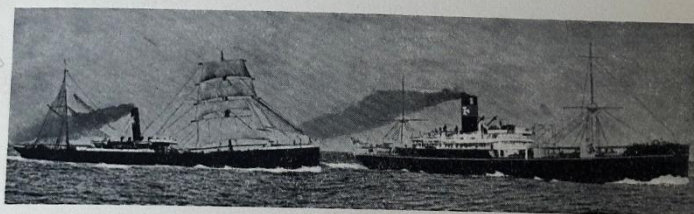
Royal Transport.







One Hundred Years of
HOULDERS



A RECORD OF THE HISTORY
OF
HOULDER BROTHERS & CO. LTD.

FROM

1849 - 1950

Compiled in celebration of the Company's Centenary

by

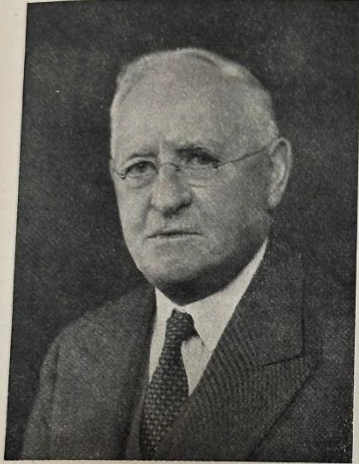
EDWARD F. STEVENS

FOREWORD

by

WALTER C. WARWICK

Chairman Houlder Brothers & Co., Ltd., and Associated Companies.



In December, 1849, Mr. Edwin Savory Houlder commenced the business now known as Houlder Brothers & Co., Ltd.

The passage of one hundred years inevitably casts a certain glamour over early modest operations of the Founder and I, personally, have found much of interest in acquainting myself with the details of the enterprise, initiative and hard work displayed in these early days of real adventure which lead to the gradual growth of the business as we know it to-day.

My personal association with the business commenced in July, 1911, when the late Lord Furness acquired controlling interest in the Company and I was appointed one of the Managing Directors. Already the Company had many ramifications and numerous trading rights to and from various parts of the world, and since my association with the Company, further considerable developments and extensions have taken place.

I have derived much pleasure from recalling the substantial developments of the past forty years, and I hope readers, generally, will find much to interest them in which I regard as a somewhat engrossing story and may derive as much pleasure and satisfaction as I have done from a perusal of this brief history.

[Redacted]

Chairman

Appendix 14 – Example of Davanger contract

A 2-year license was issued for this wreck 6 Months before it was 100 years old



Neil Isherwood
Cargo Recovery Consultant

Subject Marine Licence numbers 04667/13/1 and 04965/14/0

Dear Sir

Further to our telephone conversation yesterday concerning the above Licences issued by Marine Scotland please see the comments on each marine casualty below.

License Number 04667/13/1

1. M.V Lagaholm sunk by enemy action 2nd March 1940 (attacked by U Boat 1st March 1940) with a non-ferrous cargo of 100 tons aluminium, 41 tons copper, 64 tons copper/brass scrap of which I and my client have an interest. The work we have conducted on this vessel places both parties in the Legal Position of salver in Possession. We have after several years finally identified the cargo underwriters and are currently formalising a contract between KM Offshore Ltd (my client in this case) and the underwriter's representative. The position given by Friendship Offshore BV is the last known position of M.V Lagaholm before the vessel sunk not the site of the wreck itself.
2. M.V Johanna Thorden this vessel struck rocks in the Pentland Firth which result in the vessel breaking in half with the bow section remaining on Swona and the stern section drifting off in the night. This particular vessel has out of personal interest has been the subject of research and survey on and off for over a decade resulting in the location of the stern section please contact the Receiver of Wreck for further details. The ownership of part of the cargo has been confusing as some was insured in London and the balance in America, the London underwriters issued a contract on their copper cargo in the late nineteen sixties to the late Keith Jessop. The current status again on legal advice is that we have salver in Possession although the case of the Johanna Thorden presents technical issues due to the tide in its location.
3. The Danish vessel Algier was sunk by enemy action on the 20th March 1940 with a cargo of 248 tons of copper rod which was salvaged 3-4 years ago by Mr D Ammerud, a Norwegian national, they never took the trouble to identify the cargo underwriters so the case was dealt with by the Receiver of Wreck who will have records on file. Friendship Offshore BV will be aware of this from their U.K based contacts.

The most concerning problem in this case is that the only cargo left on-board with some value is a shipment of mercury in iron flasks which by now will be very delicate. A License has been issued in this case for a vessel containing mercury sunk in the fishing grounds by a government organisation in place to protect the environment. I have a manifest and stowage plan of this vessel if it is of any assistance to your department in dealing with this serious problem. The position of the Algier wreck site is the official position of sinking not the wreck site position.

If one takes even a cursory glance at the license issued by yourselves there are numerous breaches and the mercury shows the lack of regard Friendship have for the environment.

Office: 321 Hollins Lane, Bury, Lancashire, BL9 8BD

Telephone: [Redacted]

Copyright and Intellectual Property of Neil L Isherwood



Neil Isherwood
Cargo Recovery Consultant

License Number 04965/14/0

This refers to the Norwegian S.S Davanger sunk on the 14th June 1915 off the Flannan Isles west coast Scotland by enemy action. Myself and K.M Offshore Ltd are Salvor in Possession in this case. Again a great deal of time has been spent identifying the owners of this cargo of 100 tons copper, 40 tons tin, 35 tons nickel and 130 tons aluminium we are currently awaiting the return of the contract in K.M Offshore favour.

Friendship Offshore BV has misled Marine Scotland at best over the issuing of the above two licenses and your department is now aware of my client KM Offshores Ltd. interest in these three wreck sites. We expect Marine Scotland to terminate these licenses or else all the parties with legal interest in these cargo will take action if no response is to be had by your department. Currently KM Offshore Ltd is seeking the advice of Jayne Wilson of Jacksons Solicitors Hull. I feel it is very much in the interests of the various fishing co-operatives in the area of the Algier to be put in the picture concerning the mercury cargo which if left, could directly affect their livelihoods if Friendship Offshore BV proceed to the site and disturb this cargo.

KM Offshore Ltd will be submitting an application for a license for the S.S Davanger and S.S Iona by the 13th April 2015.

All the above should have the alarm bells ringing about Friendship Offshore BV but I will provide you with a brief back ground to their activities.

Friendship Offshore BV have spent a great deal of time recovering millions of pounds worth of non-ferrous cargo off the Dutch coast, English Channel and the South Western approaches. They started by recovering 300 tons copper and 672 tons of lead from the S.S Kerwood over 7-8 years ago. The owners of the cargo, based in America, never received a penny and in effect their property, namely the cargo, was in effect stolen. They then proceeded to take cargo whose interests lie with the Department of Transport, Treasury Solicitor, Salvage Association and French Government, all done without a contract.

They carried out a Pirate operation on the S.S Miyazaki Maru sunk by enemy action in World War One. Again no contract for their activities and the release of a large amount of rubber tiles which have turned up washed ashore in around 5 different countries. I can provide a full list of wreck sites they have visited.

They have conducted salvage operations on the Battle of Jutland wreck, Broad Fourteens and removed the Brass conning tower from a World War one British E class submarine. The Receiver of Wreck in Southampton hold records concerning this matter and various people in the U.K have photographs of their activities. Needless is say further documentation can be provided.

Office: 321 Hollins Lane, Bury, Lancashire, BL9 8BD
Telephone: [Redacted]
Copyright and Intellectual Property of Neil L Isherwood



Neil Isherwood

Cargo Recovery Consultant

Friendship Offshore BV has also recovered from at least two historic wreck sites

1. A French Privateer in the English Channel removing ivory tusks and a cannon that is believed to be the site of that of the Merchant Royal of 1640ish vintage.
2. They also have remove Brass Cannon from the site of H.M.S Victory again in the English Channel I believe one was sized by the authorities and they buried the other ones on the Island which is their home port (Terschelling). The cannons were remove to aid Odyssey Exploration is pushing through the permit for them to carry out operations on the H.M.S Victory site in return for money or information on some copper cargos that they had located.

I am in a position to expand on the above but like I have pointed out the Receiver of Wreck is quite well informed of their activities. They are also in breach of Flag State rules and turn their A.I.S off to prevent their location being known to the authorities and other seafarers which they have a mandatory obligation to not switch off as they are over 300 gross tons. This is a Flag State and Port State issue the Aberdeen Office of the M.C.A can advise on this.

I will contact your office to confirm receipt of this document.

Kind Regards

Redacted

Neil Isherwood

T: +44 (0)1224 295579 F: +44 (0)1224 295524
E: MS.MarineLicensing@scotland.gsi.gov.uk

MARINE (SCOTLAND) ACT 2010, PART 4 MARINE LICENSING

MARINE AND COASTAL ACCESS ACT 2009, PART 4 MARINE LICENSING

LICENCE FOR MARINE SALVAGE REMOVAL OPERATIONS

Licence Number: 04965/14/0

Reference Number: FKB/A1444

The licensing authority hereby authorise:

**Friendship Offshore BV
Burgemeester Swaanstraat 5
881 AG West-Terschelling
Netherlands**

To remove from the seabed the substances or articles used in the execution of works described in Part 1 of the attached Schedule. The licence is subject to the conditions of use set out, or referred to, in Part 2 of the said Schedule.

This licence shall be valid from 25 August 2014 until 24 August 2017.

[Redacted]

Signed: _____

For and on behalf of the licensing authority

Date: 25 August 2014

Marine Laboratory, PO Box 101, 375 Victoria Road,
Aberdeen AB11 9DB
www.scotland.gov.uk/marinescotland



Part 1 - Particulars

1. Name and address of agent acting on behalf of licensee (if appropriate):

As per licensee

2. Location of removal operations:

SS Davanger, at a point located by the coordinates:

58° 16.90'N 008° 06.60'W

3. Description of removal operations:

Removal of salvage from wreck, West of Flannan Isles, utilising the following salvage vessels:

a) MV Friendship (IMO no. 7904827) b) MV Good Hope 1 (IMO no. 8011990)

As described in application dated 17 September 2013, and correspondence submitted in support of the application.

4. Nature and quantity of removal activity below Mean High Water Springs:

Tin ingots, 40 tonnes
Aluminium ingots, 130 tonnes
Copper ingots, 100 tonnes
Nickel ingots, 35 tonnes

Part 2 – Conditions

1. The licensee shall first establish the identity and verify the position of the wreck from which the salvage is to be removed. Additionally, the licensee shall also take all necessary steps to ascertain that no other third-party has claim to, or ownership rights on the wreck or the material/cargo to be salvaged.
2. The licensee shall notify the licensing authority of the date of commencement and the date of completion of all operations relating to the licence and at regular intervals throughout duration of the work commensurate with progress. Separate notifications are required at the times of commencement and completion.
3. The licensee shall provide written monthly reports to the licensing authority during salvage operations, stating the nature and quantity of all substances and articles removed from below Mean High Water Springs under authority of the licence. Where appropriate, nil returns must be provided.
4. The licensee shall ensure that all substances or objects deposited during the execution of the works are inert and do not contain toxic elements which may be harmful to the marine environment, the living resources which it supports or human health.
5. Environmental risk and impact assessments must be carried out by the licensee and copies provided to the licensing authority prior to commencement of any salvage work. These should describe the measures to be put in place to monitor and protect the environment from any negative impacts of salvage, both during and subsequent to the salvage operation.
6. The licensee shall ensure that any debris or waste materials arising during the course of the works are removed from the site of the works for disposal at an approved location above the tidal level of Mean High Water Springs.
7. If it is desired to display any marks or lights not required by this licence then details must be submitted to the Northern Lighthouse Board and their ruling complied with. The display of unauthorised marks or lights is prohibited.
8. If so directed by the licensing authority, the licensee shall bring any of the salvage vessels listed in Part 1 of this Schedule, to a harbour designated by the licensing authority for the purposes of facilitating an inspection.
9. If the salvaged material is not to be landed at a Scottish port and is to be taken out of the Scottish offshore region, then the licensee shall provide the licensing authority with 12 hours notice of the intended exit of any vessel from the Scottish offshore region giving the estimated date/time and position (lat/long) of the point of exit. If so directed by the licensing authority, the vessel will remain within the Scottish offshore region and proceed to a position given to them by the licensing authority for the purposes of facilitating an inspection.
10. In the event that the salvage removal operations uncover any material that may have any cultural or historical significance, all salvage operations shall cease and the licensing

authority contacted immediately. Salvage removal operations shall only recommence with the consent of the licensing authority and after consultation with Historic Scotland.

11. The licensee shall ensure that a copy of this licence is given to each contractor appointed to carry out part or all of the works in order that they are clear about the extent of 'the works' for which consent has been given and the conditions that are attached to the consent.
12. The licensee shall consult with the responsible local navigation authority and the Harbour Authority/Commissioners where appropriate, who may wish to issue local warnings to alert those navigating in the vicinity to the presence of the works during the salvage operations.
13. The licensee shall ensure appropriate steps are taken to minimise damage to the seabed by the works.
14. The licensee shall ensure the seabed is returned to the original profile, or as close as reasonably practicable, following the completion of the works.
15. The licensee shall ensure the best method of practice is used to minimise re-suspension of sediment during these works.
16. The licensee shall ensure suitable bunding and storage facilities are employed to prevent the release of fuel oils, lubricating fluids associated with the plant and equipment into the marine environment.
17. If it is desired to display any marks or lights not required by this licence then details shall be submitted to the Northern Lighthouse Board and their ruling complied with. The display of unauthorised marks or lights is prohibited.
18. Any jack up barges and vessels utilised during the works when jacked up, shall exhibit signals in accordance with the UK Standard Marking Schedule for Offshore Installations / shall exhibit the standard lights and shapes as per the International Regulations for the Prevention of Collisions at Sea.
19. The licensee shall ensure that the works are maintained at all times in good repair.
20. The licensee shall ensure that no deviation from the schedule specified in the licence is made without the further written consent of the licensing authority.
21. The licensee shall ensure that no radio beacon or radar beacon operating in the marine frequency bands is installed or used on the works without the prior written approval of the licensing authority.
22. If in the opinion of the licensing authority the assistance of a Government Department, including the broadcast of navigational warnings, is required to deal with any emergency arising from:
 - a) The failure to mark and light the works as required by licence.
 - b) The maintenance of the works.
 - c) The drifting or wreck of the works.

The licensee shall be liable for any expenses incurred in securing such assistance.

23. In the event of the licensed operations being discontinued the works shall be removed and the site cleared to the satisfaction of the licensing authority.
24. The licensee shall remove the works from below the level of Mean High Water Springs, or such alterations made, within one month of notice being given by the licensing authority at any time it is considered necessary or advisable for the safety of navigation, and not replaced without further consent by the licensing authority. The licensee shall be liable for any expense incurred.
25. Any person authorised by the licensing authority shall be permitted to inspect the works at any reasonable time.
26. The licensee shall ensure that copies of the licence are available for inspection by any authorised Enforcement Officer at:
 - a) the premises of the licensee;
 - b) the premises of any agent acting on behalf of the licensee; and
 - c) the site of the works.
27. In the event of the licensee becoming aware that any of the information on which the issue of the licence was based has changed, the licensing authority shall be immediately notified of the details
28. The licensee shall ensure the local mariners, fishermen's organisations and HM Coastguard, in this case Stornoway Marine Rescue Coordination Centre (MRCC), are made fully aware of the activity through local notice to mariners or any other appropriate means. The licensee shall also notify the UK Hydrographic Office to permit the promulgation of maritime safety information and updating of nautical charts and publications through the national Notice to Mariners system.
29. The licensee shall ensure routine navigational safety warnings are broadcast at regular intervals throughout these operations and on their completion.
30. The Licensee shall ensure a copy of survey information about the wreck is sent to the Royal Commission on the Ancient and Historical Monuments of Scotland (RCAHMS) to ensure surveys are available for historical records.
31. The Licensee shall ensure all wreck material landed inside UK territorial waters is reported to the Receiver of Wreck within 28 days of recovery in accordance with the Merchant Shipping Act 1995.
32. The Licensee shall ensure that the footprint of the operations is limited to the anchor mooring and dispersion of any material is avoided or minimised. Any dispersion/release of cargo must be reported to the regulator.
33. The licensee shall ensure that any Antimony found during operations is left undisturbed and is not recovered as salvage.

SCHEDULE TO LICENCE NUMBER: 04965/14/0

DATED: 25 AUGUST 2014

34. The licensee shall submit to the licensing authority, prior to salvage operations commencing, a risk assessment detailing how any Antimony which may be accidentally recovered shall be handled.

NOTES

1. You are deemed to have satisfied yourself that there are no barriers, legal or otherwise, to the carrying out of the licensed operations. The issue of the licence does not absolve the licensee from obtaining such authorisations, consents etc which may be required under any other legislation.
2. In the event that the licensee wishes any of the particulars set down in the Schedule to be altered, the licensing authority shall be immediately notified of the alterations. It should be noted that changes can invalidate a licence, and that an application for a new licence may be necessary.
3. Under Section 30 of the Marine (Scotland) Act 2010, the licensing authority may vary, suspend or revoke the licence, if it appears to the authority that there has been a breach of any of the provisions of the licence or for any other reason that appears to be relevant to the authority.
4. Under Section 39 of the Marine (Scotland) Act 2010, it is an offence to carry on a licensable marine activity or cause or permit any other person to carry on such an activity without a marine licence or fails to comply with any condition of a marine licence. It is a defence for a person charged with an offence under Section 40 in relation to any activity to prove that the activity was carried out for the purpose of saving life, or for the purposes of securing the safety of a vessel, aircraft or marine structure (*'force majeure'*), and that the person took steps within a reasonable time to provide full details of the incident to the licensing authority. (Under Annex II, Article 7 of the Convention for the Protection of the Marine Environment of the North-east Atlantic, the licensing authority is obliged to immediately report *'force majeure'* incidents to the Convention Commission).
5. All correspondence or communications relating to the licence should be addressed to:

Licensing Operations Team
Marine Scotland
Marine Laboratory
375 Victoria Road
Aberdeen
AB11 9DB

Tel: (01224) 295579
Fax: (01224) 295524

Appendix 15 – Example of U-boat Wreck removed despite being over 100 years old

When German submarine U 16 broke apart during salvage after resting on the seabed for more than a century

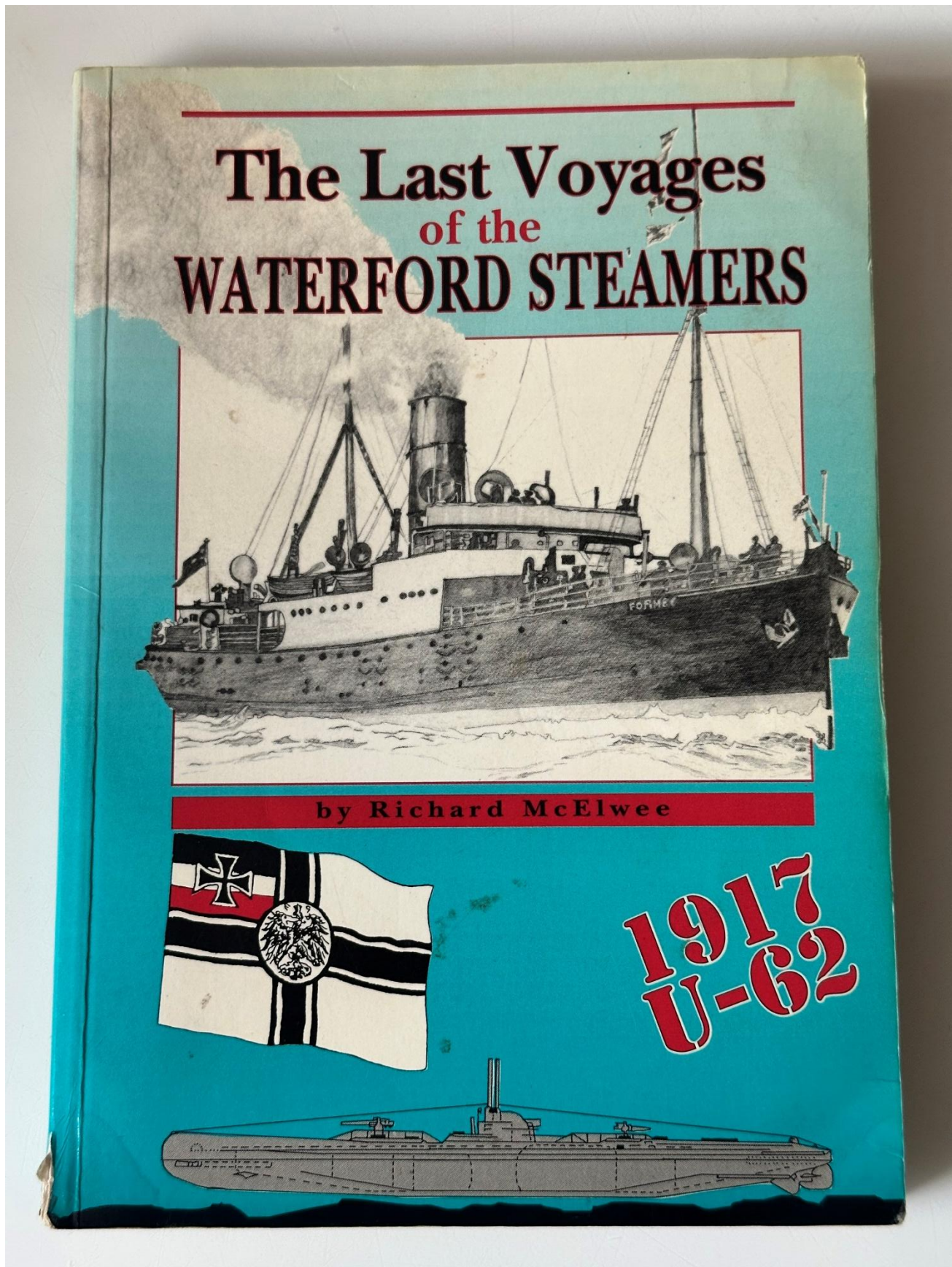
German submarine U 16 broke apart during salvage in late August and early September 2025, when the Dutch crane vessel Matador 3 attempted to lift her from about 66 feet of water off Scharhörn near Cuxhaven. After more than 106 years underwater, her hull had become extremely fragile due to corrosion and structural weakening, and she split into major sections during the lifting operation. Salvage crews successfully recovered large portions of the submarine, including major hull sections, while additional fragments were raised in follow-up operations. Although the wreck could not be preserved as a single intact structure, several significant sections were saved and transferred for conservation and future museum display.

U 16 had originally sunk in February 1919 while being transferred to Harwich after World War I as part of Germany's surrender agreement. Built in 1911 for the Imperial German Navy, she went down during the postwar transfer voyage under circumstances generally considered accidental, though some uncertainty remains about the exact cause. Because the submarine could not be fully preserved in one piece after salvage, the German Maritime Museum created a complete digital reconstruction using laser scanning and detailed imaging. This digital model allows researchers and historians to preserve her full structure virtually and study one of the last surviving early German U-boats from the First World War.



Appendix 16 – Book – The last voyages of the Waterford Steamers

Same patrol as the ones which sunk the Oldfield Grange. This was a big event in Ireland, even today.



These cases are, plainly, very difficult for archaeologists, because it is never easy to argue that a 2,000-ton cargo of copper or nickel ore is of the utmost historical, artistic or archaeological interest. In most cases, a representative sample of the cargo, perhaps a few hundred ingots or a few hundred kilos of ore, would be sufficient to satisfy our scientific requirements. Especially since most of the companies which now apply for these permits have stopped using the grab and the bucket in favour of methods that cause no damage to the wreck. For example, the *Barsac* is lying open on the seabed, and the salvage company claims that it can easily suck up the ore without touching the rest of the wreck. It is clear that, in such conditions it is, and will continue to be, difficult for many countries to protect these wrecks. Fortunately for the French, it is not the case, because the law gives DRASSM the power to approve or refuse any commercial operations on a given wreck. However, what happens in a country that does not have suitable legislation to protect underwater artefacts nor a specialist department to ensure the proper management of underwater cultural heritage?

In addition to the looting and industrial operations, there are at least three other factors that threaten the preservation of underwater heritage dating from the First World War.

Natural Deterioration of Metal Hulls

The first of these involves the deterioration of shipwrecks through corrosion. Unlike more ancient wrecks, generally made of wood, the ships that sank during the World Wars were mostly made of metal. Marine corrosion eats away at metal relentlessly, at a rate which is rarely less than 0.1 mm per year (1 mm every decade or 1 cm over a century). Even in very deep water where corrosion

Appendix 18 – Transfer of Ownership Agreement

This was registered with the receiver of the wreck Alison Kentuck

1st ORIGINAL

TRANSFER OF OWNERSHIP AGREEMENT

THIS AGREEMENT is made on the 16th day of June two thousand and seventeen BETWEEN

NEIL L ISHERWOOD of [Redacted]

(hereinafter called NLI) of one part and SUBMAR SALVAGE LIMITED with a registered office of 6 MANOR PARK BUSINESS CENTRE, MACKENZIE WAY, CHELTENHAM, GLOUCESTERSHIRE, GL51 9TX (hereinafter called SUBMAR) of the other part.

WHEREAS SUBMAR is desirous of transferring the title now vested in itself to the property listed in the schedule here to NLI.

NOW IT IS HEREBY AGREED as follows: -

1. IN consideration of the sum of £1.00 (One Pound) SUBMAR as beneficial owner hereby assigns and transfers unto NLI ALL THAT its right title and interest in the Hulls and Machinery listed in the schedule hereto or as much remains of such hulls and machinery to HOLD the same unto NLI absolutely.
2. NLI has an obligation to make a payment of 2.5% (two and a half percent) of net salved value to SUBMAR of all recoveries from the wreck sites listed in the schedule unless NLI has a separate agreement with SUBMAR to recover the cargo contained within the hull.

On signing this agreement as from the date hereof NLI shall be deemed to have undertaken any liabilities to such third parties which may be in existence as at the date hereof.

1st ORIGINAL

3. The transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the aggregated amount or value of the consideration exceeds £10,000 (ten thousand pounds)

THE SCHEDULE REERRED TO IN ABOVE AGREEMENT

1. PORT NICHOLSON Sunk off Gravelines by mine 15th January 1917.
2. MEDINA Sunk off Start Point by torpedo 28th April 1917.
3. OLDFIELD GRANGE Sunk by torpedo 11th December 1917.
4. BALLARAT Sunk by torpedo 25th April 1917.
5. CALIFORNIA Sunk by torpedo off Fastnet Rock 7th February 1917.
6. FELTRIA Sunk by torpedo off Mine Head 3rd May 1917.
7. GRETASTON Sunk by torpedo off Finisterre 30th April 1917.
8. MANIPUR Sunk by torpedo off Cape Wrath 17th August 1940.
9. VINOVA Sunk by torpedo off Wolf Rock 19th December 1917.
10. CALCHAS Sunk by torpedo off West Coast Ireland 11th May 1917.
11. GLENARTNEY Sunk by torpedo off Cape Bon 6th February 1918.

Signed by George Rose.

On behalf of Submar Salvage Limited

Signed by Neil L Isherwood

Witnessed by Karen McAvoy

Redacted

Redacted

Redacted

UNESCO 2001 Convention – Summary of United Kingdom's Position

The United Kingdom, expressly supports the principle of the Convention but because of its reservations felt obliged not to vote for adoption of the Convention.

The United Kingdom's opposition to the Convention centres upon three aspects:

1. The perceived incompatibility of the Convention with the continued right of sunken warships to sovereign immunity (conferring upon a warship immunity from the jurisdiction of any State other than that whose flag it flies. The United Kingdom, together with many of the Western Maritime States, takes the view that such immunity extends to the wrecks of warships). The United Kingdom regards the Convention as giving a coastal State, in whose waters an United Kingdom Sovereign Immune wreck may lie (e.g. the wreck of a Royal Navy vessel), a legitimate interest in and grounds for intervention in the management and exploitation of such a wreck, which presently the coastal State would not have under customary international law.
2. The potential extension by the Convention of coastal State jurisdiction in the Exclusive Economic Zone (EEZ) and on the Continental Shelf (CS), contrary to the United Nations Convention on the Law of the Sea 1982 (LOSC). This aspect is regarded as particularly significant, in that it is seen as threatening to undermine LOSC by upsetting the carefully balanced and painfully negotiated settlement of the jurisdictional rights of coastal States and the limitations thereon. These concerns centre especially upon Articles 9 and 10 of the Convention (which relate to the Contiguous Zone, EEZ and CS. These Articles are regarded by the United Kingdom as being incompatible with the limits on coastal jurisdiction imposed by LOSC). Such an extension of coastal State jurisdiction by the Convention was unacceptable to the UK, raising the prospect of a 'post-UNCLOS' series of developments, in which coastal States would acquire, by incremental innovations in international law, an enhanced jurisdiction beyond 24 nautical miles over diverse matters in excess of those contemplated by CLOSC. The spectre of this 'slippery slope', starting with underwater cultural heritage and gradually extending to other matters, is unappealing to those States, including the UK, which regard CLOSC as the final settlement on the matter of coastal State jurisdiction (a view reconfirmed by the United Kingdom as recently as July 2008 at a meeting with UNESCO). As Prof. O'Keefe has acknowledged, there is an economic and geopolitical element to this stance, as the UK, along with these other States, is anxious to preserve unimpeded access to littoral waters, with no further fetters upon activity being imposed by enhanced coastal State jurisdiction 'post-LOSC' (a view apparently shared by the USA, Russia, Japan, and Scandinavia). As this concern is fundamentally geo-political it is not very susceptible to purely legal argument to the contrary.
3. The lack of any concept of significance in the Convention, thereby committing States such as the UK, which has tens of thousands of wrecks and extensive submerged landscapes in littoral waters, to unsustainable expenditure in seeking to protect all qualifying underwater cultural heritage.

Joint Nautical Archaeology Policy Committee
January 2010

Appendix 20 – Opinion from Prof Williams

1. I would refer the court to the decision letter of Marine Scotland dated 2nd July 2020, which states the grounds of refusal of a Marine Licence.
2. These grounds and the reasoning of Scottish Ministers was stated to be:
 - a) The Oldfield Grange had been underwater for 102 years and thus constituted Underwater Cultural Heritage (UCH) within the definition of such in the UNESCO Convention 2001
 - b) That the UK Government had set out a commitment to respect the principles of the UNESCO Convention's Annex and to abide by the Rules set out in that Annex
 - c) The proposed activity, recovery of ingots, is incompatible with Rule 2, which prohibits commercial exploitation of UCH as defined by the UNESCO Convention 2001
 - d) that Scottish Ministers must not grant a marine licence to carry out any activity which is contrary to any international law.
3. The Convention defines Underwater Cultural Heritage as "*... all traces of human existence having a cultural, historical or archaeological character which have been partially or totally under water, periodically or continuously, for at least 100 years ...*". The decision letter makes no reference to any assessment as to whether the Oldfield Grange's cargo possesses a "*cultural, historical or archaeological character*". Rather it appears that Scottish Ministers have simply assumed that having been on the seabed for over 100 years the cargo constitutes in law underwater cultural heritage and there is no evidence that any archaeological assessment beyond the chronological was undertaken prior to the decision being made to refuse the application.
4. I would suggest that a cargo of copper and lead ingots, mass produced by industrial process, holds little or no archaeological importance and it cannot have been contemplated that such a cargo was intended to be covered by this UK policy on UCH and the prohibition on commercial exploitation.
5. The United Kingdom (UK) expressly declined to become a party to the UNESCO Convention on the Protection of Underwater Cultural Heritage 2001 (The Convention). The UK's decision to decline to become a party to the Convention indicates a lack of commitment to the Convention itself. There is no such international legal commitment on the UK to follow the Convention nor the Rules of the Annex.
6. S.29(6) Marine (Scotland) Act 2010 should be interpreted as to meaning that nothing is to be regarded as international law unless it is an international law provision to which the UK is a State party or, presumably, is recognised by the UK as customary international law. Otherwise, the effect would be that the terms, obligations and prohibitions of an international legal provision, such as the Convention, would be imposed upon applicants for a marine licence in Scottish waters, by virtue of the international legal provision which the UK expressly declined to adopt, on otherwise legitimate activities of such applicants.
7. Scottish Ministers have therefore misdirected themselves in law.
8. The UK has adopted the Rules to the Annex as 'best practice' for marine archaeology. The UK Government has set out a commitment to respect the principles of the Convention's Annex and to abide by the Rules set out in that Annex. This requirement by the UK to follow the Rules of the Annex is therefore a Government policy.

9. Scottish Ministers have failed to take into account all relevant policies.
10. Scottish Ministers appear to be primarily basing the decision to reject the application for a marine licence on the basis that granting the licence would be a departure from the United Kingdom's policy of adhering to the Rules of the Annex. However, adherence to the Rules is not the only public policy that is applicable here, a matter which the Scottish Ministers appear not to have taken cognisance of. It has been a long standing public policy to encourage salvors in the public interest to recover valuable material in order to restore possession of such property to its owners and to restore such property to the mainstream of commerce. Indeed, the courts have acknowledged that such public policy underlies salvage law itself and the House of Lords have reaffirmed this public policy:

*"It is said that public policy requires and always has required that every proper encouragement should be given to salvors"*¹

*"It is undoubtedly in the public interest that the initiative and resources of salvors should be encouraged"*²

11. Thus there are two conflicting policy drivers in this matter, the public policy of encouraging salvage of valuable material so as to restore it to the possession of its owners and the mainstream of commerce and the policy of adhering to the Rules, thereby in this instance preserving the UCH in situ and not subjecting it to commercial exploitation.
12. Copper and lead are valuable materials, in commercial demand and much of the copper used in the United Kingdom is imported.³ The lead would be 'pre-nuclear' i.e. processed prior to 1945 and thus having a lower radiation background, which would enhance its value for certain applications, such as medical. It is accepted by the Defenders that the combined cargo, if recovered, would be worth £2.5million.
13. In order to reach such a balanced decision between these two opposing public policies of encouraging salvage and preserving UCH in situ and from commercial exploitation the Scottish Ministers would need to take account of :
- An assessment as to the benefits to society of restoring such valuable material to the United Kingdom's economy and the detriment of not doing so.
 - An assessment as to the historical / archaeological significance, if any, of the material in question.
 - An assessment as to the benefit of preserving it in situ and from commercial exploitation and the detriment of not doing so.
 - An assessment as to the impact upon the proprietary rights of the owner or the Crown and public funds.

¹ The Tojo Maru [1972] A.C.242 at 267 per Lord Reid..

² The Tojo Maru [1972] A.C.242 at 273-274 per Lord Morris of Borth y Gest.

³ <https://www.statista.com/statistics/626777/uk-copper-article-imports-origin-countries/>
Accessed 30.6.2021.

- An assessment as to the impact, beneficial or adverse, upon the public policy of encouraging salvage if the application is approved or rejected respectively.

14. Scottish Ministers appear not to have:

- Made any assessment as to the benefits to society of restoring such valuable material to the UK economy and the detriment of not doing so.
- Made any assessment as to the historical / archaeological significance, if any, of the material in question.
- Made any assessment as to the benefit of preserving the material in situ and from commercial exploitation and the detriment of not doing so.
- Made any assessment as to the impact upon the proprietary rights of the owner or the Crown and public funds of preserving the material in situ.
- Made any assessment as to the impact, beneficial or adverse, upon the public policy of encouraging salvage if the application is approved or rejected respectively.

15. Instead, Scottish Ministers appeared to have simply applied a blanket prohibition to the proposed recovery for commercial exploitation of cargoes submerged for over 100 years in an axiomatic manner to the exclusion of and without consideration to the material matters identified above. In doing so they have fettered their discretion and failed to take all material considerations into account and thus failed to reach a balanced decision based upon all the material considerations applicable in this instance.

16. It should also be noted that the Rules of the Annex do not preclude salvage in all circumstances, nor does the Convention itself. Article 4 of the Convention 2001 expressly contemplates the authorisation of salvage. Thus, a blanket prohibition on the commercial exploitation of UCH under Rule 2 was not contemplated by either the UNESCO Convention 2001 or the Rules. Indeed in 2018 the UK sold cargo from a WW1 wreck, which amounted to commercial exploitation of UCH, notwithstanding its policy of following the Rules of the Annex .

17. I would also point out that reference has also been made to the precautionary principle under the OSPAR Convention. The OSPAR Convention has no application to Underwater Cultural Heritage, being exclusively concerned with the natural environment and not the cultural environment. To that extent an immaterial consideration appears to have been taken into account.

Kontrollnummer: 3

⁻³⁰
Sanz Geheim!

Kriegstagebuch

S. M. Unterseeboot „U 62“

für die Zeit der Unternehmung vom 6. Dezember bis 24. Dezember 1917.

Anlagen:

[Redacted]

Wien, 24. 12. 17
Kommandant:

1. Kapitänleutnant

H a s h a g e n .

6.348/17
Preis von 25. 000. 000. 000.

Angabe des Ortes, Wind, Wetter,
Seegang, Beleuchtung, Sichtigkeit
der Luft, Land, Meer u. s. w.

Dortomniffe.

2. SN 4, Ssegang 3,

Erfahren mit und geliebter
Freund ist die Purgierung eines
3 wöchige ausgeführt. Die
mittels der in d. vorigen Teil.
zwei halbes Jahr wie ge-
fahren werden können, fort-
zu setzen haben sollen
(geprobt), um großen
Vorteil zu erwirken.

RE SW 4-5, klar.

~~ausgelaufen zur Fernunternehmung nach Westausgang englischen Kanals (Lizard - Landsend).~~

Bei Norderney mit Gelait und U 60
zusammen Marsch auf Weg gelb nach Westen
angetreten.

Geleit/Ihrer teilt zunächst mit, daß Gerät nicht ausgebracht werden könnte (SW 4, Seegung 3). Erst auf dringenden Winkspruch wird zusammenschleppen nochmals versucht und Gerät ausgebracht. Nach Einbruch der Dunkelheit schlüpft Gerät infolge zu großen Abstandes aus und wird nicht wieder ausgebracht, da Fahren mit Gerät bei Dunkelheit nicht möglich sei. Dies ist um so bedauerlicher, als wir während der Wintermonate überhaupt kaum ruhigen Wetter als heute erwarten können und daher unsere Uebeite auf dem langen Nachtmarsch im Mi-nengebiet fast regelmäßig auf ausgebrachtes Gerät werden verzichten müssen.

Gelöst wird in Quadrat 102 ganze Mitte
aufgelöst.

Da alle Bedingungen günstig, beabsichtige ich, über Haaks- und Nordhinder Feuerschiff, den Kanal anzusteuern und in der Nacht vom 7. zum 8. Dezember die Sperre zu passieren.

[Redacted]

.17 Nordsee.
SN 5, klare Nacht,
Mondschein.

um SW 5, diesige Kinn

Stark diesel, SN 5 16

Haaks Feuerschiff, das zwischen 4 und 5 Uhr morgens erreicht sein soll, wird nicht gesichtet.

Kursänderung auf Nordhinder Feuerschiß
Zahlreiche Fischer mit Lichtern passiert.

In Quadrat 025 auf ins deutsche
Sperrgebiet eingetragene

Fl über Stuttgart für Passieren des Ni-
nongebiets abgegeben

Nordhinder Frachtschiff soll erreicht
sein, wird aber nicht gefunden.

Das Feuerwerk wird bei mehrstündigen Sachen, die auch nach Einbruch der Dunkelheit fortgesetzt wird, nicht geachtet. Gleichzeitig ist es stark diesig geworden.

Bei dieser Lage der Dinge muß ich die Kanalfahrt aufgeben. Bei diesem Wetter und einem Beuteck, das innerhin 5-10 m falsch sein kann, die Durchfahrt blind zu erzwingen, erscheint mir nach unseren letzten Erfahrungen nicht ratsam. Andererseits bietet die Wetterlage wenig Anzeichen, auch bei längerem Suchen das Feuerschiff zu finden. Ich entschlief mich daher unter diesen Umständen sofort für den Nordweg.

gesteuert. Marschfahrt 10 sm.
gesteuert. Marschfahrt 12 sm.

[Redacted]

8. 12. 17.

Datum und Uhrzeit	Angabe des Ortes, Wind, Wetter, Seegang, Beleuchtung, Sichtigkeit der Luft, Mondschein usw.	-2- Vorkommnisse.
12.17 H. nn	Nordsee. W 5-6, klar. Standort: Quadrat 150 alpha 5	315° gesteuert (auf Fair). [Redacted]
12.17 30nn 30nn nn nn nn	NRN 4-5, Regenböen. NN 5, klar.	Fair-Insel in 350° gesichtet 20 sm. Getaucht, um Dunkelheit abzuwarten, da Durchfahrt mit Gegenstrom passiert werden soll. Aufgetaucht. Fair in 40° 8 sm 300° ge- steuert. Heimische Gewässer verlassen. 270° gesteuert. 240° gesteuert. [Redacted]
12.17 nn nn	Atlantik (Hebriden) NRN 1-2, klar. S 4-5, bedeckt.	Sale-Skerry (Friedenskennung) Bb. quer ab 12 sm. Butt of Lewis Bb. querab 15 sm. 225° gesteuert. [Redacted]
12.17 30nn	Atlantik (Hebriden) SSN - W 6-7, hohe Dünung, Regenböen. W 4-5, zeitweise Re- genböen, Dünung.	Nach Süden gesteuert, um morgen bei Tagenanbruch bei Torr-Inland zu stehen. Kurz vor Mitternacht gerät U 62 wäh- rend einer unsichtigen Regenböe mitten in einen Konvoi großer Dampfer hinein. Es wer- den plötzlich und in nächster Nähe an allen Seiten abgeblendete größere und kleinere Fahrzeuge erkannt. Die Situation ist völlig unübersichtlich. Daher zunächst Boot mit Alarm, gebracht und seitlich aus dem Konvoi Beleitzug herausgezogen. [Redacted]
12.17 nn 10nn	Atlantik (vor Nordkanal) W 4, Dünung.	Aufgetaucht und Fühlung gesucht. Schlußschiff einer der Konvoikolonnen wieder gefunden und an seiner Stb. Seite zum Angriff aufgedampft. Die Regenböe ist ver- beigezogen, so daß es leidlich sichtbar ist. Innerhalb ist die Nacht so dunkel, daß Zer- störer nur auf nächste Nähe erkannt werden. Boot wird durch Zerstörer gestört und zum Seitenwechsel gezwungen. 12 h 30 nn.

Datum und Uhrzeit	Angabe des Ortes, Wind, Wetter, Seegang, Beleuchtung, Sichtigkeit der Luft, Mondschein usw.	-3- Vorkommnisse.
100h 12.17 1300h	Atlantik. N 4, Dünung.	Erkennt an der Bb. Seite aufgedampft. Kurs des Zieles zu 110° bestimmt, Fahrt mit 3 sa geschätzt. Bugangriff angesetzt. Schnelldüster Bugangriff von achtern auf- dampfend mit 70° angesetzten Schneidungs- winkel.
1450h	N 4, Dünung. Wesfield Grange. 4653	Schuß aus I. Rohr, G.6.AV, 3 m Tiefe, Entfernung 500 m. Tornado streift infolge der noch stehenden erheblichen Dünung die Oberfläche. Treffer Achterkante Schornstein. Höhe mit glühenden Sprengstücken vermischt. Sprengboile. Ziel ist ein großer tiefhala- dener einlaufender Frachtdampfer, unbekann- ter Nationalität von Länge etwa 4500 ts. Nach dem Angriff zunächst getaucht und abgelaufen. Nach 10 Minuten wieder auf- getaucht, um ev. durch FT Name des Dampfers zu erfahren. Es werden keine FTs aufgefangen. Die E-Anlage des Dampfers wird bei dem Treffer in Maschinenraum sofort ausgefallen sein. Sinken des Schiffes wird infolge ein- setzender Gegenwirkung nicht festgestellt, kann aber bei der gewaltigen Betonation und Sprengwirkung an günstigster Stelle (Ma- schinenraum) als sicher angesehen werden. (40 m von Land).
1200h 1300h	WSN 5-6, stetig. N 4-5, wechselnde Sichtigkeit.	Standort des Konvois 12h30m: Quadrat 009 genna 4 West, Kurs 110°, Fahrt 3 sa. Untergangsstelle des Dampfers eben- dort. Nach dem Standort und Kurs des Konvois zu schließen, ist also wieder die alte An- steuerung für den Nordkanal in Kraft, die von Westen kommend auf dem 56. Breitengrad entlang geht und beim Erreichen des 10. Längengrades mit etwa 110° die Mitte des Nordkanals ansteuert. Da der Konvoi inzwischen großen Vor- sprung nach der Küste gewonnen hat, der kaum eingeholt werden kann, und sich star- ke Gegenwirkung hinter dem Konvoi bemerkbar macht, wird erneutes Aufdampfen abgegeben in dieser unsichtigen Nacht aufgegeben. getaucht, Nachtfahrt auf 30 m. Aufgetaucht, nordirische Küste ange- steuert. Vernachts vor Lough-Swilly und bei Jutshirahull in Lauerstellung gestanden. Es ist zeitweise sehr unsichtig. Außer ein- zelnen Besuchern kein Verkehr. Mit Einbruch der Dunkelheit in den Nordkanal eingelaufen. Alle Feuer brennen mit Friedenskennung. Die Navigierung durch den Nordkanal war in den ersten Abendstunde durch Regen und starke Unsichtigkeit er- schwert, bei aufklarenden Wetter dann spä- ter einseh. Gegenwirkung irgendwelcher Art nicht gespürt; zwei schnell auswandern- de Hecklichter können möglicherweise Zer- störern angehört haben. Unter der irischen Küste von den Nat- dens mit Nordkurs heraufkommend dicht un- ter Land Verkehr einzelner schneller Damp- fer. [Redacted]

15.12.17

Datum und Uhrzeit

Angabe des Ortes, Wind, Wetter, Seegang, Beleuchtung, Sichtigkeit der Luft, Mondschein usw.

-3-

Vorkommnisse.

noch
2.12.17 Atlantik.
2h30u W 4, Dünung.

2h50u W 4, Dünung.

Wesfield Grange. 4553
X

Erneut an der Bb. Seite aufgedampft. Kurs des Zieles zu 110° bestimmt, Fahrt mit 8 an geschätzt. Bugangriff angesetzt. Schulmäßiger Bugangriff von achtern aufdampfend mit 70° angesetzten Schneidungswinkel.

Schuß aus I. Rohr, G. 6. AV, 3 m Tiefe. Entfernung 500 m. Torpedo streift infolge der noch stehenden erheblichen Dünung die Oberfläche.

Treffer Achterkante Schornstein. Rahe mit glühenden Sprengstücken vermischt. Sprengwolke. Ziel ist ein großer tiefholender einlaufender Frachtdampfer, unbekannter Nationalität von 4500 ts.

Nach dem Angriff zunächst getaucht und abgelaufen. Nach 10 Minuten wieder aufgetaucht, um ev. durch FI Name des Dampfers zu erfahren.

Es werden keine FIs aufgefangen. Die E-Anlage des Dampfers wird bei dem Treffer im Maschinenraum sofort ausgefallen sein.

Sinken des Schiffes wird infolge einsetzender Gegenwirkung nicht festgestellt, kann aber bei der gewaltigen Detonation und Sprengwirkung an günstiger Stelle (Maschinenraum) als sicher angesehen werden. (40 m von Land).

Standort des Konvois 12h30u: Quadrat 009 gamma 4 West, Kurs 110°, Fahrt 8 kn.

Untergangsstelle des Dampfers ebendort.

Nach dem Standort und Kurs des Konvois zu schließen, ist also wieder die alte Ansteuerung für den Nordkanal in Kraft, die von Westen kommend auf dem 56. Breitengrad entlang geht und beim Erreichen des 10. Längengrades mit etwa 110° die Mitte des Nordkanals ansteuert.

Da der Konvoi inzwischen großen Vorsprung nach der Küste gewonnen hat, der kaum eingeholt werden kann, und sich starke Gegenwirkung hinter dem Konvoi bemerkbar macht, wird erneutes Aufdampfen ~~abgegeben~~ in dieser unsichtigen Nacht aufgegeben.

Getaucht, Nachtfahrt auf 30 m.

Aufgetaucht, nordirische Küste angesteuert.

Vermittags vor Lough-Swilly und bei Intsikrahall in Lauerstellung gestanden. Es ist zeitweise sehr unsichtig. Außer einzelnen Beobachtern kein Verkehr.

Mit Einbruch der Dunkelheit in den Nordkanal eingelaufen. Alle Feuer brennen mit Friedenskennung. Die Navigierung durch den Nordkanal war in den ersten Abendstunden durch Regen und starke Unsichtigkeit erschwert, bei aufklarendem Wetter dann später einfach. Gegenwirkung irgendwelcher Art nicht gespürt; zwei schnell auswandernde Hecklichter können möglicherweise Zerstörern angehört haben.

Unter der irischen Küste von den Haidens mit Nordkurs heraufkommend sieht unter Land Verkehr einzelner zehntlicher Dampfer. [Redacted]

2h20u
2h30u

WSN 5-6, diesig.

W 4-5, wechselnde Sichtigkeit.

Datum und Uhrzeit
Angabe des Ortes, Wind, Wetter, Seegang, Beleuchtung, Sichtigkeit der Luft, Mondschein usw.

-4-

Vorkommnisse.

12.17

09m

09m

N 3, klar.

nm

Getaucht, Nachtfahrt auf 30 m.
Aufgetaucht, South Rock angesteuert.
Mit Hellwerden beim Feuerschiff getaucht.
Tagsüber außer einem kleinen Segler
und einigen Fischdampfer kein Verkehr.
In letzter Abenddämmerung einen größe-
ren Dampfer gesichtet, von South Rock mit
1900 Kish Feuerschiff ansteuernd. Nicht in
Angriff überieten.
Aufgetaucht und Verfolgung aufgenommen,
die aber ergebnislos bleibt, da die Fühlung
an einen völlig abgeblendeten Gegner schon
vor Einbruch der Dunkelheit verloren geht.

[Redacted]

12.17

09m

09m

Jrache See.

N 3-4, zeitweise Re-
gen.

AI

Kish Feuerschiff angesteuert.
Boot steht 6 sm östlich Kisch Feuer-
schiff vor der Einfahrt nach Dublin. Alle
Feuer und Leuchtbojen brennen, die Stadt
ist hell erleuchtet. Lebhafter Verkehr von
Kish quer über den St. Georgskanal mit Kursen
900 bzw. 2700, auch 650 wird beobachtet.
Einzelne Dampfer führen alle Lichter, ein-
zelne nur eine sehr helle Dampf- oder
Hecklaterne, die so blendet, daß auch aus
nächster Nähe Art und Kurs des Schiffes kaum
ausgemacht werden kann. Bewacher setzen bei
Begegnungen Lichter.
An verschiedenen Fahrzeugen Fühlung zum
Angriff genommen. Das erste Ziel wird trotz
mehrständiger Fahrt nicht eingeholt, einige
andere werden erst aus nächster Nähe als Be-
wacher oder Zerstörer erkannt. Bei aufkla-
rendem Wetter gelingt es erst 4 Uhr morgens
nach Verziehen einer Regenböe auf einen tief
beladenen 4000 ts Dampfer mit Kurs 2700 zum
Angriff zu kommen.

Bugschuß, 0/06.D., 3 m. Entfernung
800 m. geht fehl.

Entfernung war etwas groß, außerdem Ge-
schwindigkeit mit 8 sm unterschätzt.

erneut vorgesetzt.

Heckschuß 300 m, Schneidungswinkel 900
fährt 10 sm, 0.7.IV. Treffer vorderer Lade-
raum. Schwarze rauch Sprangwolke (vielleicht
Kohlenladung). Der Dampfer fällt mit der De-
tonation stark auf den Vorsteuern und scheint
sehr schnell zu sinken. Mit dem Boot nachgedreht
um Untergangsstelle in der Dunkelheit nicht
zu verlieren. Plötzlich wird erkannt, daß
Gegner hart Stb. dreht und noch Fahrt
läuft. Es entsteht vorübergehend Kollisions-
gefahr. In dem Augenblick, als Boot mit
beiden Maschinen A.K. voraus Fahrt auf-
nimmt, bricht der Dampfer 300 m querab vom
Turm zusammen und sinkt.

Das vernichtete Schiff war ein unbe-
kannter Dampfer von 4000 ts, Kurs 2700.

Untergangsst. 11 7 sm östlich Kish
Feuerschiff. (Quadrat 034 delta 4).

Die alle-Bildung einer Mittelmeersta-
tion (Oran) über Sichten eines Ubootes wird
auf Beträuber aufgefangen (1000 sm).

4 m 30 sm

N 4.

(X)

X

8.7.1917

DI

Erfahrungen

S. N. Unterseeboot „U 50“ für die Zeit vom 6. bis 24. Dez. 1917.

=====

Nitzgenommene Torpedos: 11

Davon verschossen: 10

Treffer: 4

Das ursprünglich zugewiesene Tätigkeitsgebiet Lizard - Landsend wurde nicht erreicht, da auf dem Anmarsch durch die Irische See so günstige Angriffslagen gefunden wurden, besonders für den Nachtangriff, daß ein Festhalten dieser Erfolgsaussichten für richtig gehalten wurde.

Die Irische See ist zurzeit ein in jeder Hinsicht taugliches Angriffsgebiet. Die Bewachung ist, auch bei gutem Wetter, gering. Das Tätigkeitsgebiet kann beliebig nach der Weiterreise oder einsetzenden Gegenwirkung verlegt werden.

Beste Angriffsaussichten wurden gefunden:

a) für den Angriff bei Tage (Lagerstellung)

1) bei Skerries (nördlich Holyhead) auf große aus- und einlaufende P. & O. Dampfer

2) ebenso eben südlich South Stack (Holyhead),

3) im inneren Teil der Carnarvon-Bucht mittlere auslaufende Dampfer,

4) 10 sm westlich Holyhead. Verkehr mittlerer Dampfer von Norden nach Süden, Bishop und Clerks aneinander.

b) für den Angriff bei Nacht

1) zwischen Irish Fishership und Holyhead in beiden Richtungen. Dampfer mit gesetzten Lichtern, auslaufend auf

Breitenparallel Holyhead, einlaufend auf Höhe Skerries. Auf dieser Strecke Bewachung, auch durch Zerstörer,

2) bei Carnarvon Fishership. Große auslaufende Dampfer (2200).

Angriffsmöglichkeiten bei Nacht auf große schnelle Dampfer bestehen im engeren Teil des Nordkanals, auf dem Wege von Belfast nach Norden unter der irischen Küste. Angriff ist hier aber behindert, da die Dampfer dicht unter Land fahren und sich bei Nacht gegen die hohe Steilküste kaum abheben. Auch konnten naturhistorische Schwierigkeiten in diesem sehr stark beleuchteten Gebiet hinzu.

Küstenverkehr wurde bei Tage und Nacht fast unter allen befahrenen Küsten der irischen See angetroffen.

Die Postdampfer - Dienstag und Freitag - gelten anscheinend auch noch im Kriege, da an diesen Wochentagen besonders lebhafter Verkehr großer Zerstörer und Dampfer bei Holyhead angetroffen wurde.

Holyhead Hafen wird auch von größeren Dampfern angefahren. (2-3000 ts).

Der innerste Teil der Holyhead-Bucht, besonders die Durchfahrt zwischen Skerries und Carmelhead eignen sich für Minensuche. Minensuchen wurde hier nicht beobachtet.

[Redacted]

Kapitänleutnant und Kommandant.

U. 62.

=====

Datum Uhrzeit	Art des Fahrzeuges ungefähre Grösse, falls möglich Stär- ke Convoys.	ungefährer Kurs	ungefährer Schiffsort	Bemerkungen.
12.12. 2.30.Vm.	Geleitzug	110°	Tory I. in 180° 29 Sm. ab.	1 Dampfer 4000t durch Torpedo versenkt.
12.12. 6.00.Nm.	Dampfer	190° 190°	South=Rock	Keine Angriffs- möglichkeit.
14.12. 12.00.Vm.	Lebhafter Verkehr von Kish quer kanal mit Kursen 90° 270° und 65°.			über den St.Georgs=
14.12. 3.30.Vm.	Dampfer 4000 t.	270°	2 Sm. von Kish F.Sch. in 270°	Durch Torpe- do versenkt.
14.12. 10.00.Vm.	Tankdampfer 2 2-3000t.	270°	Codlingbank F.Sch. in 232° 17 Sm.ab.	Angriff, Fehlsschuss.
14.12. 1.00.Nm.	2 grosse 2 Schornsteindampfer. HOLYHEAD an. Der 2. lief mit 270° den Kanal nach KISH. Keine Angriffs- gelegenheit.		Der 1. steuert mit 45° von Skerries über	
15.12. 3.30.Vm.	Tankdampfer	45°	Holyhead Bay.	Keine Angriffs- möglichkeit.
15.12. 1.00.Nm.	2 grosse 2 Schornsteindampfer in der Holyhead Bay. Der 1. mit 45° Holyhead unsteuernd. Der 2. von Skerries mit 270° quer über den Kanal laufend. Ausserdem 2 mittelgros- se Dampfer 10 Sm. von Holyhead Kurs 45°. Keine Angriffs- möglichkeit.			
15.12. 1.58.Nm.	Dampfer 5000t.	230°	Nord=Arklow in 279° 20 Sm. ab.	Durch Torpedo versenkt.
17.12. 1.00.Vm.	Dampfer	190°	Codlingbank F.Sch. in 270° 30 Sm.ab.	Angriff, Fehlsschuss;
17.12. 1.45.Nm.	Dampfer 5000 t.	220°	Süd=Arklow in 290° 25 Sm. ab.	Durch Torpe- do versenkt.
18.12. 12.00. mittags.	2 grosse Dampfer ca. 10000 t.	270°	Holyhead in 101° 2 Sm. ab.	Angriff, Fehlsschuss.
19.12. 1.00.Vm.	2 Dampfer 3-4000t.	180°	Codling F.Sch. in 270° 37 Sm. ab.	Angriff, Fehlsschuss.
21.12. 1.00.Nm.	grosser Dampfer	320°	Malin=Head in 255° 37 Sm. ab.	Keine Schuss- möglichkeit.

Zusammenstellung über Verbräuche:

Treibölverbrauch in ltr.	Lieferfirma bezw. Art desf.	Schmierölverbrauch in ltr.	Lieferfirma bezw. Art u. spez. Gew.
Summe:			
96 720	T.M.V.M'haven	4950	Olex II a
zum Laden:	Galizisches Treiböl.		0,93.
Ölmaschinenbetriebsstunden		Amperestunden	Trinkwasser
Summe:	Stb. Bb.	a) Entladen:	a) Trinkwasser:
13 Tge 1 Std 48 Min	11 Tge 22 Std 24 Min		
		93 630	4 000 ltr
mit A.K.-Fahrt:	Stb. Bb.	b) Aufgeladen:	b) Waschwasser:
5 Std 31 Min	5 Std 31 Min		
c) zum Laden:	Stb. Bb.	91 140	
11 Std 24 Min	34 Std 52 Min		

Druck: Bismarck-Druckerei, Berlin-Charlottenburg
aus dem Reichs-Verlag



W E G E K A R T E S. M. „U62“.

Zurückgelegter Weg:

über Wasser	3092	sm.
unter Wasser	376	sm.
total	<u>3468</u>	sm.

Versenkte Schiffe:

unbekannter Dampfer	4000 t.
"	4500 t.
"	5000 t.
"	5000 t.
total =	18500 t.

Bemerkungen:

Geleitzy, Mitternacht beobachtet.

Verkehrsstraße größerer Dampfer (2 Schornsteine).
Im Tage beob. Kurs : 90°, 270° u. 45°.

Vorlesungsstraße mittl. Dampfer bei Nacht
Kurs 190^u. 230^o.

Verkehrsstraße mittl. Dampfer bei Tage
Kurs 180° 190°.

Verkeimstränge größerer Dampfer bei Nacht
Kuerb 659.

großer Dampfer mittags beobachtet.

Liste versenkter Schiffe

S. M. „U. 62“ Kommandant: Kapitänleutnant H a s h a g e n
 Unternehmung vom 6. Dezember bis 24. Dezember 1917.

Datum	Ort, Breite, Länge oder Quadrat	Name des Schiffes	Nationalität	Größe in Br. Reg. tons	Art des Fahrzeuges	Ladung	Mittel der Verletzung Wieviel Torpedos? Wieviel Schuß? 8,8 cm, 10,5 cm
12.12	009gamma 4 West	? 1100	?	4500	Dampfer	?	1 G.6.AV
14.12	034delta 4 West	? 2700	?	4000	"	?	1 C/06B
15.12	081delta 4 West	? 2300	?	5000	"	?	1 C/06B
17.12	111delta 4 West	? 2200	?	5000	"	?	1 C/06B
				18500			

Datum
und
Uhrzeit

Angabe des Ortes, Wind, Wetter,
Seegang, Beleuchtung, Sichtigkeit
der Luft, Mondschein usw.

-5-

Vorkommnisse.

noch
12.17
300m
UR

N 5-6, klar.



N 6-7, klar, Sonnenschein.

Getaucht, auf 30 m gefahren.
Aufgetaucht.
Mit Hellwerden Tankdampfer in Quadrat
049 delta 5 gesichtet und angegriffen. Heck-
schuß, C/06.9, 3 m, Fehlschuß, vielleicht
Fahrt mit 10 m weniger unterschätzt, mög-
licherweise auch unterschossen infolge zu
geringen Tiefgangs, da Ziel nur 2-3000 ts
groß war.

Dampfer stand 10 Uhr vor mittags Mitte
St. Georgskanal, und kam mit 2700 von Holy-
head herüber, Kish Fenerschiff ansteuernd.
(Quadrat 049 delta 4).

Für den Rest des Tages bei Holyhead
Angriffsgelegenheit gesucht.

Nachmittags 3 Uhr läuft ein großer
Zweischornsteindampfer mit hoher Fahrt in
die Holyhead-Bucht ein, kommt nicht ins An-
griffsgebiet, da er zwischen Skerries und
Carnel-Head passiert. Ein ähnlich großer
Dampfer mit zwei Schornsteinen zieht in
später Abenddämmerung im Norden vorbei. Kei-
ne Angriffsmöglichkeit. Der erste Dampfer
steuerte mit etwa 45° Holyhead an und fuhr
die Bucht unter Land dicht aus. Der zweite
ließ mit 270° von Skerries quer über den
Kanal nach Kish.

Sonst nur einzelne Bewacher, eine ar-
mierte Yacht und kleine Küstendampfer ge-
sichtet.

Getaucht, Nachtfahrt auf 30 m.

[Redacted]

12.17
UR

Irische See.

Aufgetaucht, Holyhead angesteuert.

Nach den bisherigen bei zweitägiger Beobachtung in der
irischen See gemachten Erfahrungen bestehen hier so ausge-
zeichnete Angriffs- und Erfolgsaussichten, daß ich glaube,
diese günstige Lage auszunutzen zu müssen. Bei eintretendem
Schlechtwetter wird unter der Lecküste immer noch ein Erfolg
zu erreichen sein. Die Bewachung ist gering, die Erfolgsaus-
sichten besonders günstig (zum größten Teil ungesicherte mit
Lichtern fahrende Dampfer ohne Zickzackkurse, keine Dünung,
sodaß das Boot beim Aufdampfen und beim Angriff seinen Fahrt-
überschuß voll ausnutzen kann und im Ausguck wenig behindert
ist).

Aufgrund dieser Überlegungen gebe ich den sofortigen
Weitermarsch in das mir zugewiesene Tätigkeitsgebiet (Lizard
-Landsend) auf und will in der irischen See bleiben, solange
hier Aussicht auf sichere Erfolge besteht.

300m

N 4-5, klar.

Mit Hellwerden bei Skerries getaucht
und Kartestellung eingenommen.
Im Laufe des Tages werden gesichtet:
Ein größerer Tankdampfer in der Holyhead-
Bay (45°). Zweimal große Zweischornstein-
dampfer, der erste von Zerstörer gesichert
1 h mit 45° Holyhead ansteuernd, der
zweite von Skerries mit 270° quer über den
Kanal laufend, letzterer erst kurz vor Dün-
kelheit. Außerdem nachmittags zwei mittel-

große

Datum und Uhrzeit

Angabe des Ortes, Wind, Wetter, Seegang, Beleuchtung, Sichtigkeit der Luft, Mondschein usw.

-6-

Vorkommnisse.

10h
12.17

NR N 3-4, See 2-3, klar.

(X)
XII

NR

158m Dunkle klare Nacht.
N 3-4.

X

1h NR

1h15m

große Dampfer etwa 10 sm von Holyhead, Kurs 45°. Es bietet sich in keinem Falle Angriffsmöglichkeit.

Mittleren Dampfer von 3000 t. Kurs 180°, in Quadrat 025 delta 4 angegriffen. Heckanlauf, C/O 060, 3 m Tiefe, Entfernung 3-400 m, Schneidungswinkel 80°. Fährschuß ohne Erklärung. Blasenbahn einwandfrei unter Ziel beobachtet. Da völlig sicherer Angriff und Laufbahn zuverlässig beobachtet, muß ich wieder, wie auf voriger Fernfahrt, Untersteuern des C/O 060-Torpedos annehmen und auf 2 1/2 m Tiefeneinstellung übergehen. Ein Untersteuern infolge zu geringer Schußentfernung kommt nicht in Frage, da Entfernung bestimmt nicht unter 300 m.

Gegen Abend kreuzt ein Luftschiff über Holyhead, sonst nur geringe Fischdampferbeobachtung; vorübergehend erscheint ein amerikanischer Zerstörer.

Aufgetaucht.

Kurz vor Einbruch der Dunkelheit einen großen abgebländeten Frachtdampfer in der Carnarvon-Bucht gesichtet. Zur Angriff herangeschlossen. Fahrt und Kurs des Gegners (2300°) durch Mitlaufen bestimmt.

Begschuß aus 1. Rohr, C/O 060, 2 1/2 m Tiefe, Gefnerfahrt 11 sm, Schneidungswinkel 80°, Entfernung 500 m.

Schub läuft mit höchster Fahrt (Dieselmotoren) im Hartarschen.

Treffer in Maschinenraum. Ziel ist ein 5000 t Dampfer unbekannter Nationalität.

Schiff ist nach Verziehen der Sprengwolke - 3 bis 4 Minuten nach dem Treffer - mit gesunkener Besatzung gesunken.

Untergangsstelle: Quadrat 081 delta 4 West.

Im Kielswasser ein näherkommendes weißes Licht gesichtet. Herausgesetzt, um Art des Fahrzeuges zu erkennen. Das Schiff führt nur eine sehr helle Dampferlaterne, die so blendet, daß Art des Schiffes nicht auszumachen ist. Seitlich herausgesetzt aber dicht aufgeschlossen folgen zwei kleine Fahrzeuge, die nur ab und zu abgeblendete Seitenlichter zeigen. Nicht angegriffen, da Falle vermutet. Abgedreht.

Getaucht, Nachtfahrt auf 30 m.

[Redacted]

6.12.17 Irische See.
SW - NO 8 (9), Strum, unsichtig.

Südwest- bis Nordost-Strum. Keine Waffenverwendung möglich.

[Redacted]

17. 12. 17.

Datum und Uhrzeit	Angabe des Ortes, Wind, Wetter, Seegang, Beleuchtung, Sichtigkeit der Luft, Mondschein usw.	-7- Vorkommnisse.
.12.17 VR VR	Frische See. NNO 6-7, Seegang 6.	Carnarvon-Nacht angeordnet. Abgeblendeten mittleren Dampfer mit Kurs 230° gesichtet und angegriffen. Schuß aus I.Rohr, C/O6D, 2 1/2 m Tiefe, Entfernung 600 m, Schneidungswinkel 80°. Nachschuß vermutlich schlechter Tiefenlauf bei zu grobem Seegang. Abkommen erschwert bei starkem Überholen des Bootes. Bei Hellwerden wurde erkannt, daß Stärke des Seeganges in der Dunkelheit unterschätzt war. Dampfer hat vom Schuß nichts gesehen.
Oh VR		Angriff auf mittleren Dampfer in Quadrat 064 delta 4, Kurs 190°, abgebrochen, da nach Erfahrungen von heute früh schlechter Tiefenlauf bei zu grober See vermutet wird. Bei Tage Wartestellung bei Holyhead.
2A H.	NNO 3-4.	Auch heute werden wieder mehrerer große Zweischornsteindampfer gesichtet, die zum Teil garnicht ins Angriffsgebiet kommen, zum Teil sich durch hohe Fahrt und Zickzackkurs dem mit höchster Fahrt angesetzten Angriff entziehen. Sonst nur kleine Küstendampfer. Abends ein Luftschiff über Holyhead aufgeht.
H nm H nm	N 3, klar, sehr dunkle Nacht. X Hinweis: großen Sperrfeuerboots zu viert fuhren bei unserer Ankunft auf jenseitiger Seite.	Bei Carnarvon Feuerschiff abgeblandeten großen Dampfer (220°) gesichtet und zum Angriff aufgedampft.
1h45nm		Nach vierständigen Vorlaufen mit höchster Fahrt ist Schutzstellung erreicht. Dampfer ist tief beladen, läuft 12 sm. Die Nacht ist so dunkel, daß Ziel auf 1000 m nur mit Doppelglas erkennbar.
		Nachschieß IV.Rohr, C/O6D, 2 1/2 m Tiefe, Entfernung 500 m, Schneidungswinkel 80°. Treffer Mitte.
		Der Dampfer bricht mit starker Flammeerscheinung in der Mitte auseinander und sinkt augenblicklich. Wenige Sekunden nach der Detonation ist nur noch das brennende Achterdeck über Wasser. Drei Minuten nach dem Schuß ist der Dampfer restlos gesunken, unscheinend auch dieser mit der gesamten Besatzung.
		Untergangsstelle: Quadrat 111 delta 4.
		Das vernichtete Schiff war ein mindestens 5000 ts großer beladener auslaufender Dampfer. Kurs 220°.
		Mitte der Nacht vernichteten Dampfer kennzeichnen Untergangsstelle durch Leuchten der Nachtreibungsboje.
		Nachtsfahrt auf 30 m.
[Redacted]		
8.12.17	Frische See. N 3-4, klar.	Tagsüber Wartestellung bei Holyhead.
		Auch heute werden dreimal große auslaufende P & O Dampfer mit zwei Schornsteinen gesichtet. Das erste Mal scheint sich Schutzmöglichkeit zu bieten. Der Gegner führt Zickzackkurse. Als ich mit hoher Fahrt auf 15 m aufdrehe zum Schuß und nach 5 Minuten auf Schrotttiefe gehe, ist das Ziel gerade auf abliegenden Kurs gegangen, sodaß keine Schutzmöglichkeit mehr vorhanden ist.

Datum und Uhrzeit	Angabe des Ortes, Wind, Wetter, Seegang, Beleuchtung, Sichtigkeit der Luft, Mondschein usw.	Vorfälle.
noch 8.12.17	N 3-4, keine Binnung.	Der zweite große Zweischornsteiner zieht mit hoher Fahrt außerhalb des Angriffsgebietes vorbei. Schließlich gelingt es, 12 Uhr mittags, auf einen 270° steuernden 10000 ts Dampfer der P & O Linie in Quadrat 038 delta 4 auf 800 m zum Schuß zu kommen. Schuss aus L. Rohr, C70CB. Nach 13 Sekunden Laufzeit detoniert der Torpedo auf 46 m Wassertiefe vor dem Boot. Boot wird heftig erschüttert, kleine Beschädigungen treten ein, wie Zerspringen der Gläser vom Tiefenmanometer, Brechen einer gußeisernen Stütze der Kompaßbohrer in Turm. Das Einstiegsloch über der Kombüse lockert sich und macht etwas ausser. Dampfer und in der Nähe stehende Bewacher haben die Detonation nicht gehört und nichts vom Angriff gesehen. Von der Küste abgestanden, um die letzten beiden Torpedos zu regeln und auf Beschädigungen zu untersuchen. Es stellen sich keine abnormalen Erscheinungen heraus. Nieder an die Küste gegangen, um Gelegenheit für Nachschuß zu suchen. Bei Holyhead abgebliebenen mittleren Dampfer gesichtet. Zum Schuß angelaufen. Da Vorsetzmannöver mit Messelmaschinen gemacht werden muß, die seit einigen Tagen infolge undichter Auspuffleitungen einen auch nachts sichtbaren weißen Ölrauch entlocken, wird Boot im Mondschein kurz vor Schuß gesehen. Dampfer dreht ab und gibt durch FF alle-Meldung. Gleichzeitig wird ein anderer erheblich größerer Dampfer gesichtet. Da wertvoller, auf diesen manövriert. Der Dampfer hat die FF-Marnung auch bekommen, schlägt einen Kreis und läuft mit Zickzackkursen weiter. (Generalkurs 270°). Aufgedampft und Fühlung behalten. Inzwischen ist die Bewachung rege geworden und warnt durch FF „kee, a sharp look out“ alle Dampfer. Zerstörer schließen heran und treten mit dem verfolgten Dampfer in Hordverkehr. Schließlich ist U 62 an allen Seiten von Bewachern und Zerstörern umgeben, so daß Situation unhaltbar wird und der Angriff auf diesen wertvollen Dampfer aufgegeben werden muß. Nach Süden gelaufen. [Redacted]
10.12.17	Britische See.	Mit einsetzender Morgendämmerung im inneren Teil der Carnarvon-Bucht getaucht, um auf Dampfer, die bei Tage die Bucht ansteuern, zum Angriff zu kommen. Angriff auf mittleren und kleinen unbeladenen Dampfer (Quadrat 063 delta 4, Kurs 180°). Schuss aus L. Rohr, C.7.2V, 2 1/2 m Tiefe, Entfernung 500 m, Sehneigungswinkel 80°. Fehlschuss. Wahrscheinlich unterschossen.
9h um	NNO 3-4, klar.	

Datum
und
Uhrzeit

Angabe des Ortes, Wind, Wetter,
Seegang, Beleuchtung, Sichtigkeit
der Luft, Mondschein usw.

-9-

Vorfommnisse.

noch
6.12.17

untergegangen infolge zu geringen Tiefgangs
des Ziegels. Der Dampfer schlug mit der
Schraube heraus. Ich habe geschossen, da
ich nicht annähernd konnte, mit 2 1/2 m Tie-
feneinstellung einen 3-4000 ts großen unbe-
ladenen Dampfer zu unterschießen. Dampfer
heißt „2“, hat Schuß also gesehen.

Alle Torpedos bis auf einen Bug G.6.AV sind verschossen.
Ich trete den Rückmarsch nach Norden an in der Absicht, für
diesen Torpedo noch Schußgelegenheit bei South Rock oder im
Nordkanal zu suchen.

Für die Wahl des Rückmarsches auf dem Nordweg bestimmen
sich folgende Umstände:

- 1.) Der Weg aus der irischen See nach Helgoland auf dem Nord-
oder Südweg ist nahezu gleich lang.
- 2.) Es besteht bei hohem Barometerstand Aussicht auf ruhiges
Wetter. Bei gleichzeitigen Mondschein und der Leuch-
baren Oldampf wurde ein Durchbrechen durch die Kanal-
sperrre einen erhöhten Einsatz des Bootes bedeuten.

N 1-2.

Auf dem ganzen Wege quer über die iri-
sche See von Holyhead nach South Rock wird
mit Ausnahme eines kleinen Küstendampfers
nichts gesichtet, bei ganz ruhigen klaren
WETTER KEINE Luftaufklärung, keine Bewa-
chung.

Bei South Rock und Skulmacin nach
Schußgelegenheit für den letzten Torpedo
gesucht. Anläufe abgebrochen, da nur klei-
nere Dampfer im Küstenverkehr.

Im südlichen Teil des Nordkanals, im
Beaufort Dyke, starke Bewachung mit gesetz-
ten Lichtern, wird unter der Küste umgangen.
Auf Linde Belfort - Glasgow Küstenver-
kehr.

Durch den Nordkanal gesteuert; keine
Gegenwirkung.

[Redacted]

20.12.17

Nordkanal.

9h 00

4-5, Dünung.

Wartestellung 3 am Gatten des
Irishtrahall-Sundes eingenommen.
Ein auslaufender großer schneller
Dampfer (3200) wird in Quadrat 125 epsilon 4
bei wechselnder Sichtigkeit und hoher DÜ-
nung zu spät gesehen. Keine Schußmöglich-
keit.

Aufgetaucht und Rückmarsch angetre-
ten.

[Redacted]

21.12.17

1h 00

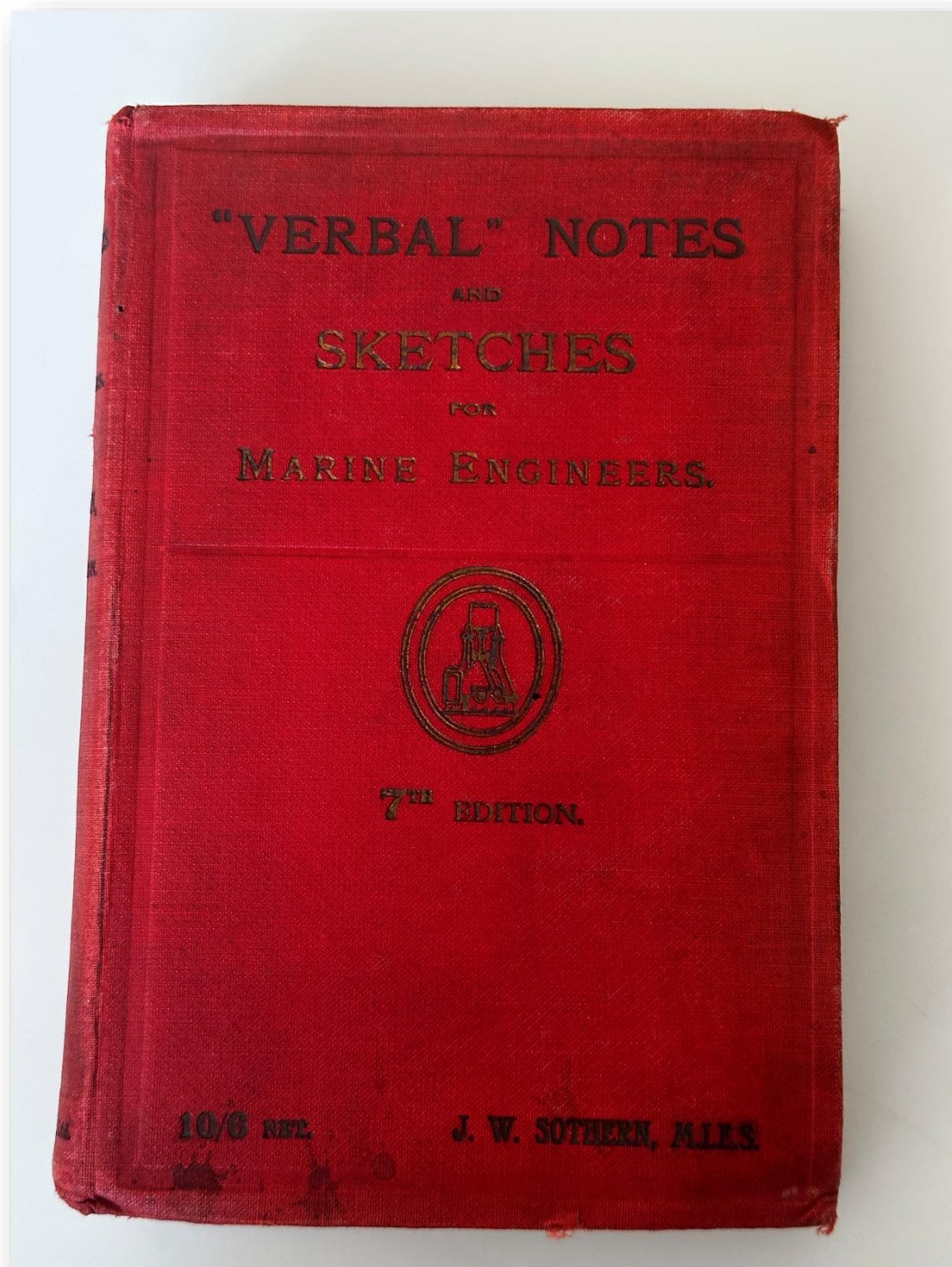
8h50am

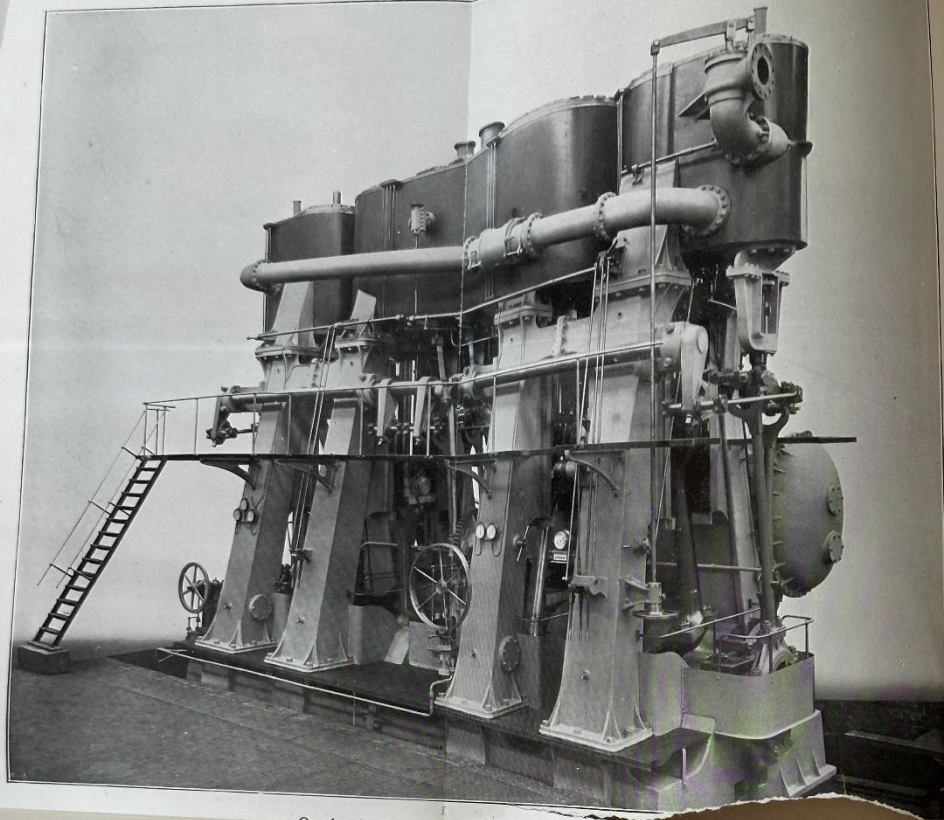
Barra-Head Stb. 10.12.17 ge-
steuert.
Sals-Skerry Stb. 10.12.17 ge-
steuert.

[Redacted]

22.12.17.

Datum und Uhrzeit	Angabe des Ortes, Wind, Wetter, Seegang, Beleuchtung, Sichtigkeit der Luft, Mondschein usw.	-12- Vorkommnisse.
2.12.17 12h 00m	Atlantik. N 4-5. Mondschein.	Falt-Durchfahrt südlich der Insel bei klarer sichtiger Nacht passiert. Keine Beobachtung. Niedereintritt in die heimischen Gewässer. [Redacted]
23.12.17 11h 30m	N 2-3, klar.	Austritt aus dem deutschen Sperrgebiet Doggerbank Nord Feuerschiff in 105° 5 sm. Über Doggerbank Süd Quadrat 102 gamma angesteuert. [Redacted]
24.12.17 11h 30m	Nordsee. N 2-3, klar.	Auf Punkt Q eingetroffen. Geankert, um D 71 und Geleit abzuhängen. Anker auf gegangen. Da Spill völlig unklar und kein Mittel vorhanden ist, um Anker einzuziehen, muß Anker geschleppt werden. Hinter Geleit auf Weg gelb in deutsche Bucht eingelaufen. Festgemacht.
12h 00m	Helgoland.	Abgeschlossen, den 24. Dezember 1917. [Redacted]
		Kapitänleutnant und Kommandant.
		Zurückgelegter Weg:
		Über Wasser: 3092 sm
		Unter Wasser: 376 sm
		Zusammen: 3468 sm





Quadruple Expansion Engines of SS. "Vasari".

Constructed by Messrs Richardson, Westgarth & Co. Ltd., Middlesbrough, for Messrs Lamport & Holt Ltd., Liverpool.

DATA.

Gross tonnage.—10000 tons.
 Dimensions of vessel.—486 feet by 59 feet 3 inches by 27 feet 4 inches.
 Boilers.—Three double-ended boilers, each 15 feet 3 inches diameter and 18 feet 6 inches long, having six furnaces, each 3 feet 10½ inches outside diameter.
 Draught.—Natural draught.
 Total heating surface.—14010 square feet.
 Total grate surface.—363 square feet.
 Ratio of heating surface to grate.—38'5 to 1.
 Working pressure.—220 lbs. per square inch.
 Cylinders.—26½, 37½, 53, and 77 inches diameter.
 Stroke.—57 inches.
 Cut-off.—H.P. = '63, first I.P. = '62, second I.P. = '60, L.P. = '58.
 Type of valve gear.—Ordinary link motion.
 Valve travel.—H.P. 9½ inches, others 9 inches.

Types of valve fitted. { H.P. inside steam piston valve.
 First I.P. inside steam piston valve.
 Second I.P. flat valve.
 L.P. flat valve.
 Position of eccentric rods with crank on bottom centre. { H.P. rods crossed.
 First I.P. rods crossed.
 Second I.P. rods open.
 L.P. rods open.
 Distribution of I.H.P. in cylinders. { H.P. cylinder = 964 I.H.P.
 First I.P. cylinder = 1068 "
 Second I.P. " = 1059 "
 L.P. " = 1068 "
 Total I.H.P.—4159 at 75 revolutions per minute.
 Propeller.—Diameter 19 feet; pitch 19 feet; expanded blade area = 106 square feet; four loose blades.
 Speed.—13 knots.

[Frontispiece.

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Producer
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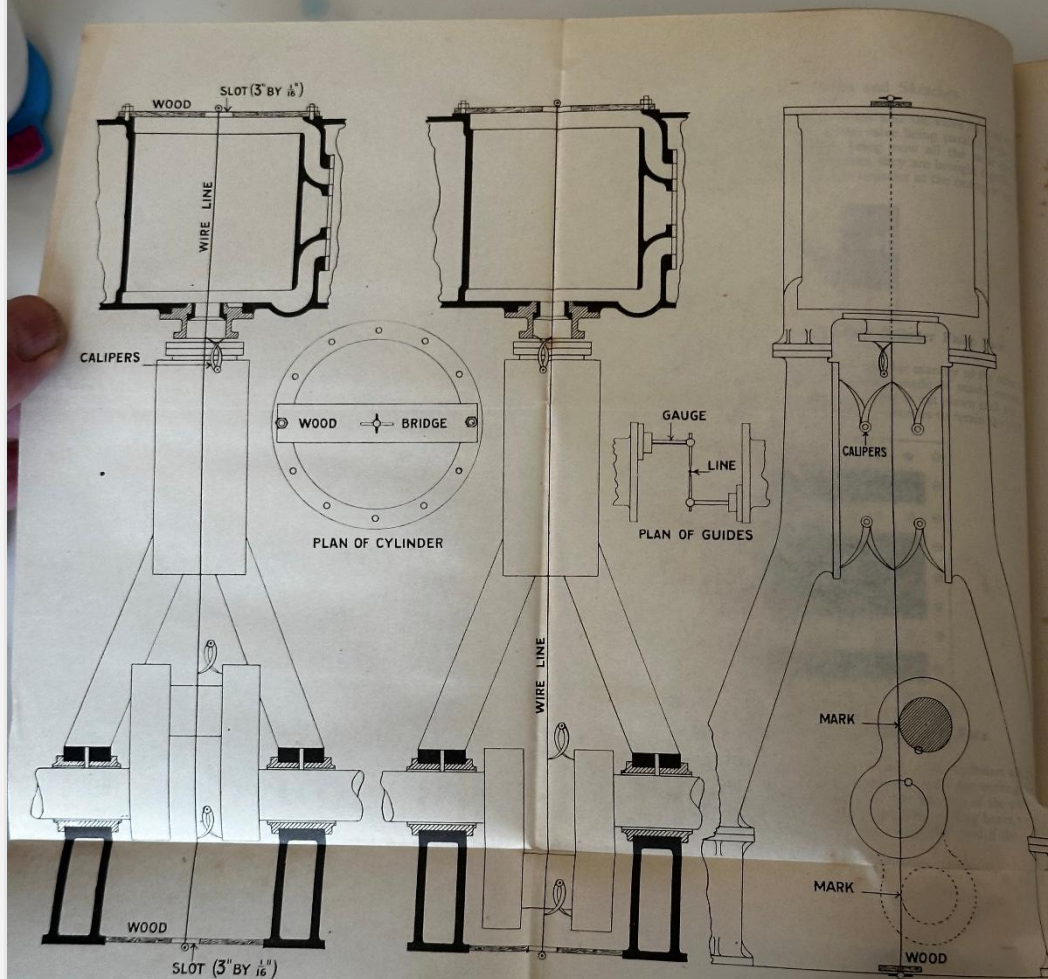
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No. 48.—Alignment of Cylinders and Shafting.

Method of Lining up Cylinders, &c.

To either set up the cylinders or to test if the cylinders and shaft centre lines are at right angles to each other (engine dismantled) proceed as follows:—

1. Take a piece of board with a slot cut as shown (about 3 inches by $\frac{1}{16}$ inch will do), and secure this by two studs to the cylinder across the centre to bring the hole in wood bridge fair.
2. Fix another slotted board in the centre of the crank-pit fore and aft with the hole dead centred as shown.
3. Tie a bolt or small bar of any kind (a file will do) to the end of a line passed down through the cylinder bridge slot, and secure the other end of this line to the crank-pit bridge slot: the bolts or bars to which the line is attached laid crosswise on the slot will allow of adjustment at top or bottom.

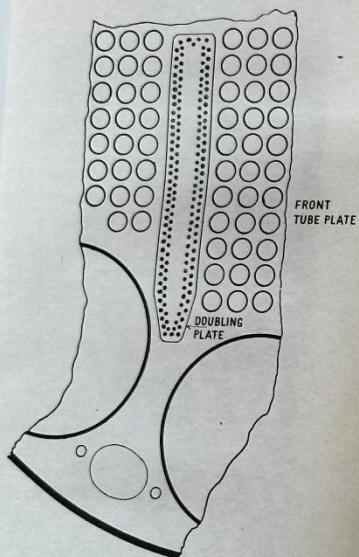
means of the small bar as required until it is brought dead central. Repeat the bottom of the line, adjusting at the crank-pit bridge slot.

5. Next caliper round the line from stuffing box bore and adjust cylinder to necessary; also test distance between line and crank web at top and bottom of as shown.

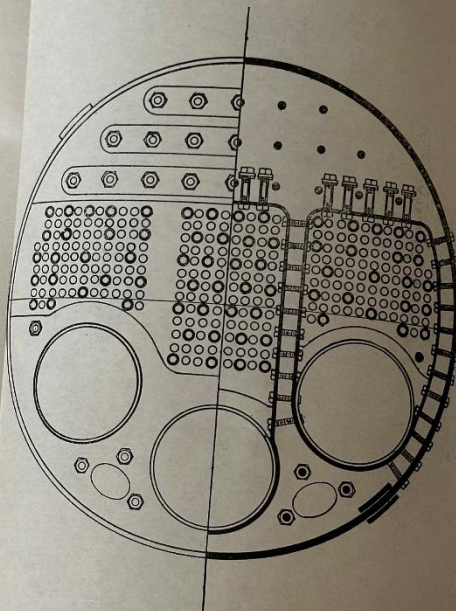
6. With crank on top mark crank-pin where line touches, then turn crank bottom and again mark pin; now test, by calipering, if both marks are the distance from the web.

7. To test the alignment of the guide caliper between the line and guide top and bottom as shown in the end view.

8. To test if the guides are in line fore and aft, use a surface gauge and adjust to touch the line when laid up against the guide forward and backward.

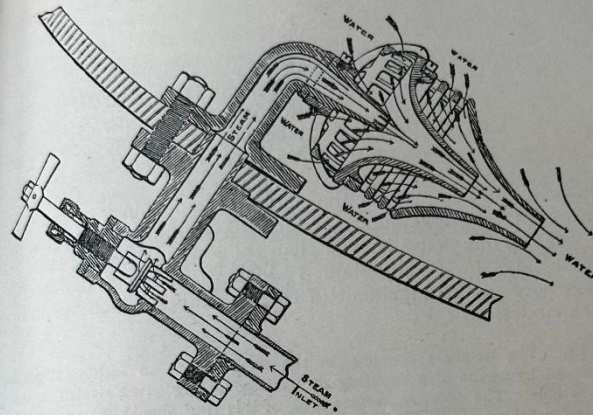


No. 81.—"Doubling Plate.



No. 82—End View of Boiler (Half in Section).

[To face page 141.



No. 80.— Weir's Patent Hydrokineter.

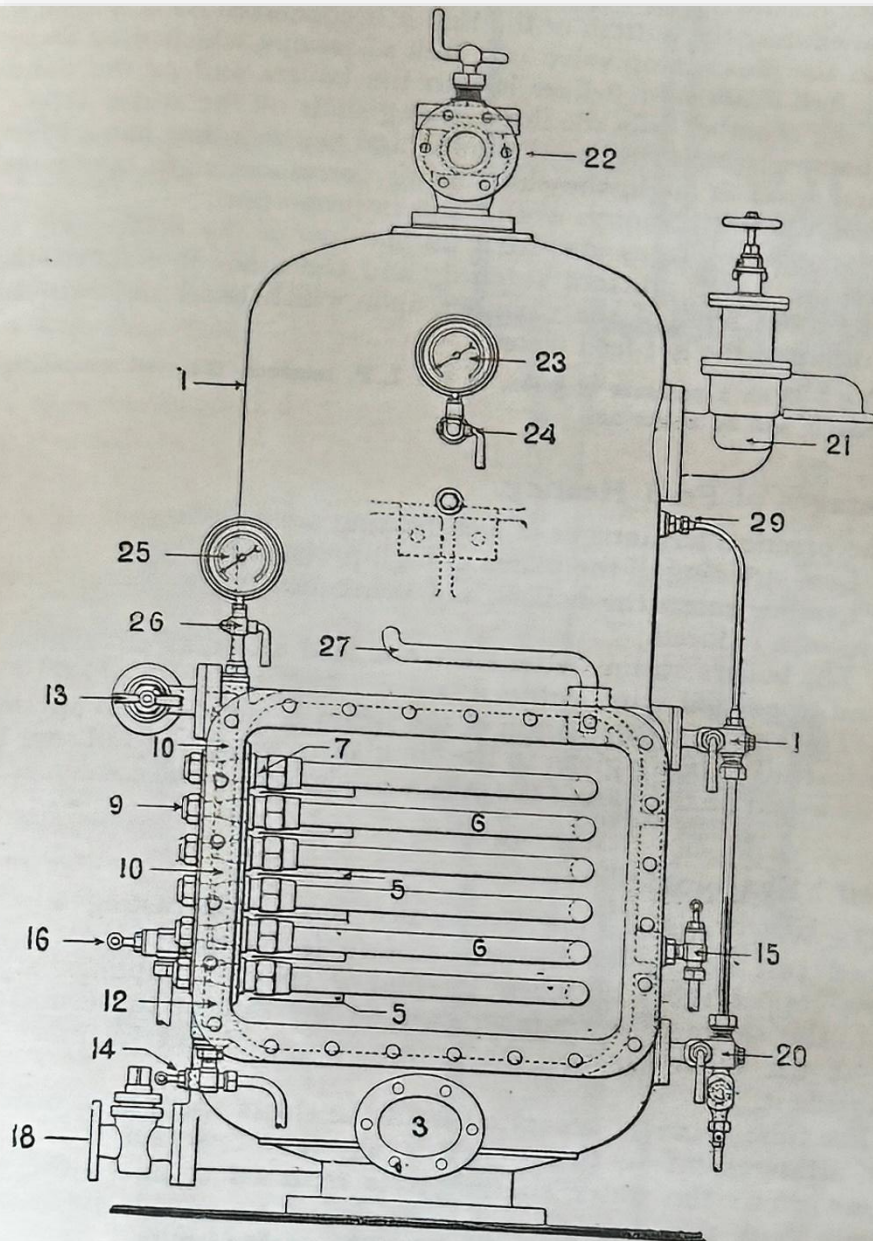
In getting up steam, circulation is assisted by means of a hydrokineter (Sketch No. 80), or by the donkey connection for pumping the water from one part of the boiler to another (see page 151).

Doubling Plates.

Doubling plates, as shown in Sketch No. 81, are sometimes fitted to boilers to increase the strength of flat surfaces in places where ordinary stays or stay tubes cannot be fitted. The plate shown is about $\frac{7}{8}$ inch thick, and is riveted to the boiler end plates in the spaces between the tubes. Stays are not admissible at this part of the boiler owing to the necessity for keeping clear the spaces between the tubes to allow of the furnaces being examined, cleaned, or repaired, so that the only alternative method of support is by means of doubling plates.

End View (Sketch No. 82).

The sketch shows the general construction of a modern high-pressure boiler, as seen half in section from the end. Observe how the combustion chamber tops are supported by the "dogs," or girders, and stays passing through which are *tapped* into the top plates.



No. 26.—Weir Vertical Type Evaporator.

of cylinders the condensation losses are proportionally decreased owing to the counterbalance by re-evaporation.

Cylinder Ratios and Steam Expansions.

In compound engines the ratio of H.P. to L.P. cylinder is usually about 1 to 4, and in triple expansion engines about 1 to 7, or 1 to 7.25.

To find cylinder ratios— $\text{L.P. dia.}^2 \div \text{H.P. dia.}^2 = \text{Ratio}$.
or $\text{L.P. dia.}^2 \div \text{I.P. dia.}^2 = \text{Ratio}$.

If the steam is cut off at half stroke in the H.P. cylinder, this equals two expansions in the H.P.; then $2 \times 4 = 8$ expansions altogether in compound engines.

For triple, $2 \times 7 = 14$ expansions.
Or, $\text{L.P. Ratio} \div \text{H.P. cut-off} = \text{total Expansions}$.

EXAMPLE.—Cylinder Ratios are as 1:2.7 and 7.2 H.P. cut-off .6; find No. of expansions by volumes.

Then, $7.2 \div .6 = 12$ Expansions (Volumes).

NOTE.—To find number of expansions by pressures, divide initial absolute pressure by final absolute pressure.

If we take the cut-off at one-third stroke, the $3 \times 4 = 12$ expansions in compound engines, and $3 \times 7 = 21$ expansions in triple engines.

In working out the number of steam expansions the size of the H.P. cylinder and L.P. cylinder only are required, as the I.P. makes no difference in the result, the reason being that the *initial* and *final* volumes of the steam limit the expansion range.

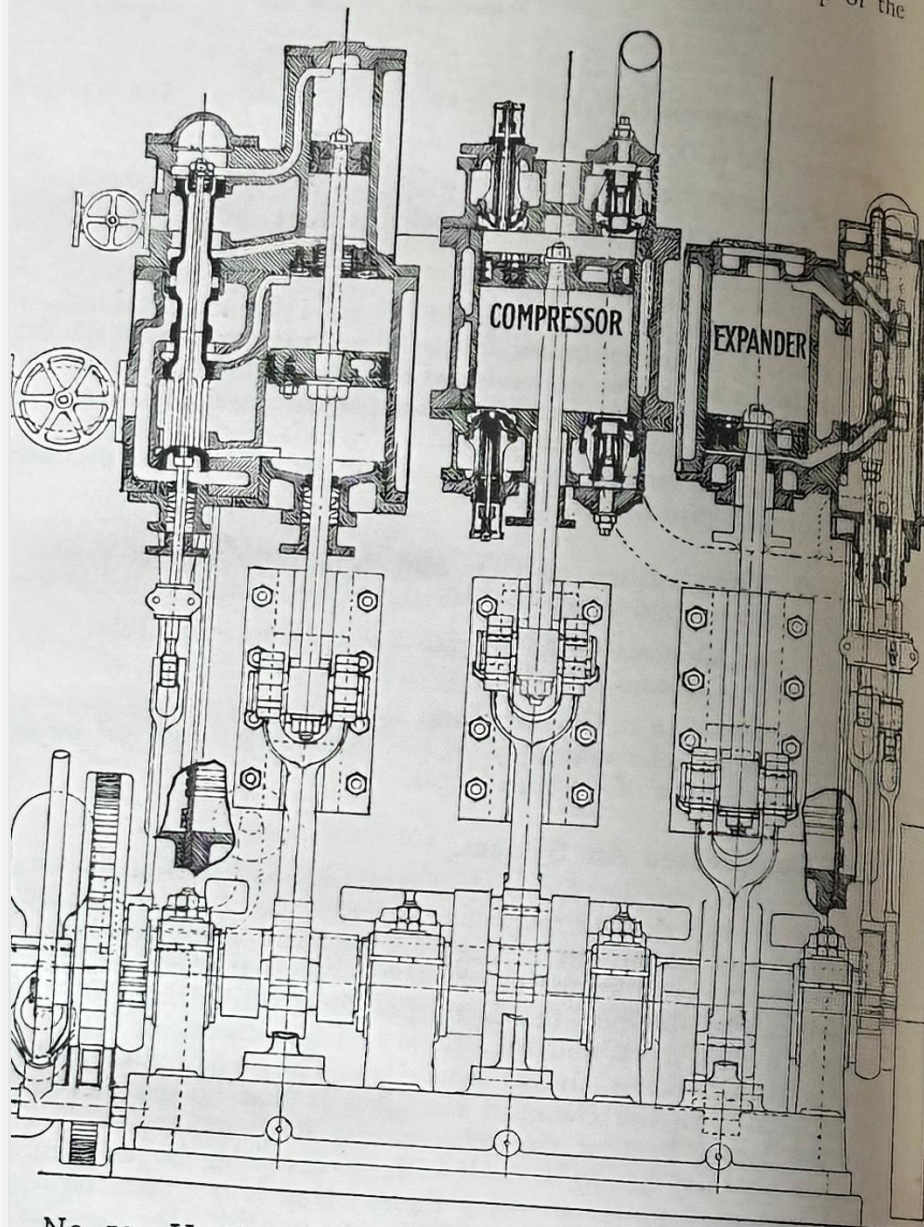
Cut-off and Pressures.

The final pressure, or pressure at the end of the stroke, is exactly proportional to the cut-off.

If the cut-off is at half stroke, the final pressure will be half of the initial pressure, and so on.

EXAMPLE.—Initial pressure, 100 lbs. gross; cut-off, 15 in.; and stroke, 30 in.; find the pressure at 20 in. of the stroke, at 25 in., and at the end of the stroke.

such as an engine and crank-shaft, and the suction pipe, being connected to the cold chamber, draws in the warmest air from the top of the



No. 10.—Vertical Type Haslam Dry Air Machine.

This air is compressed

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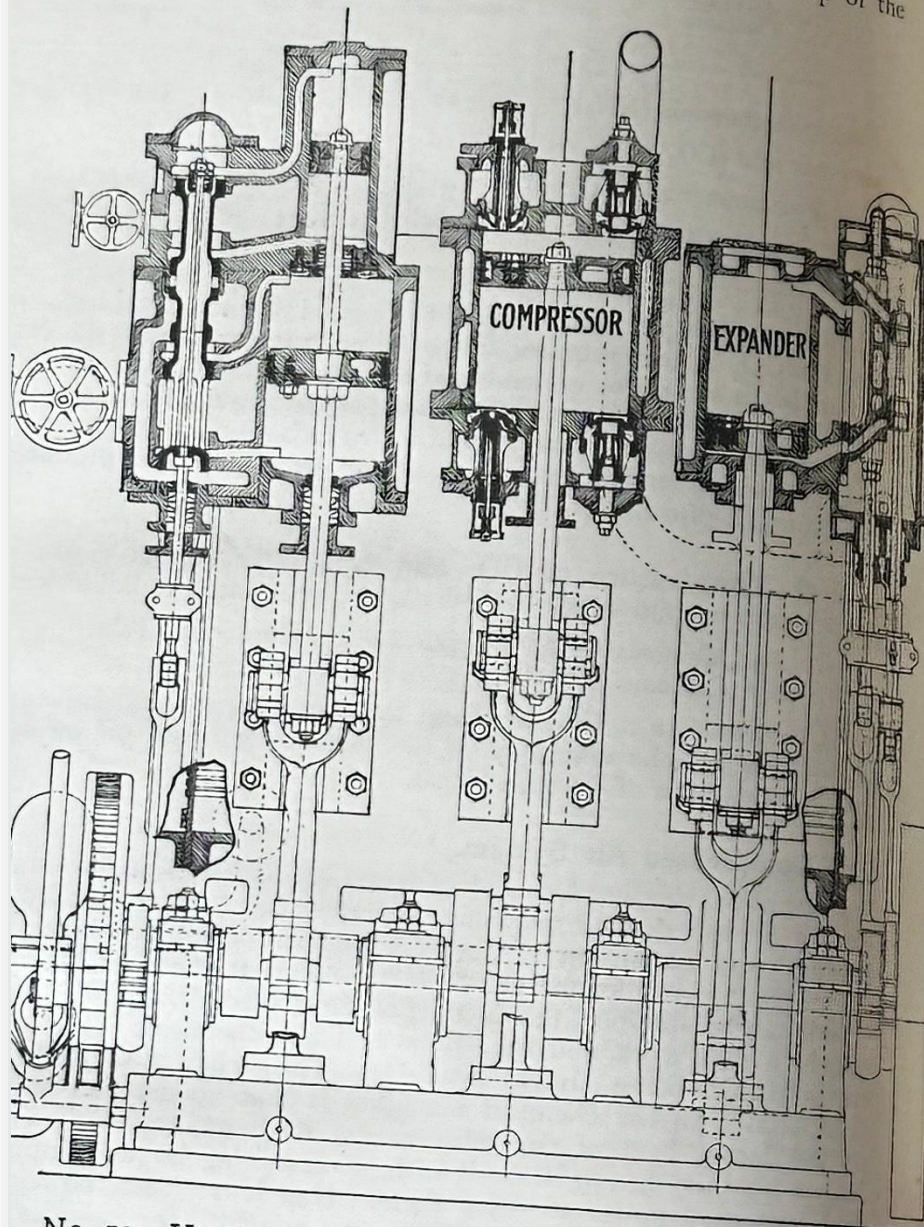
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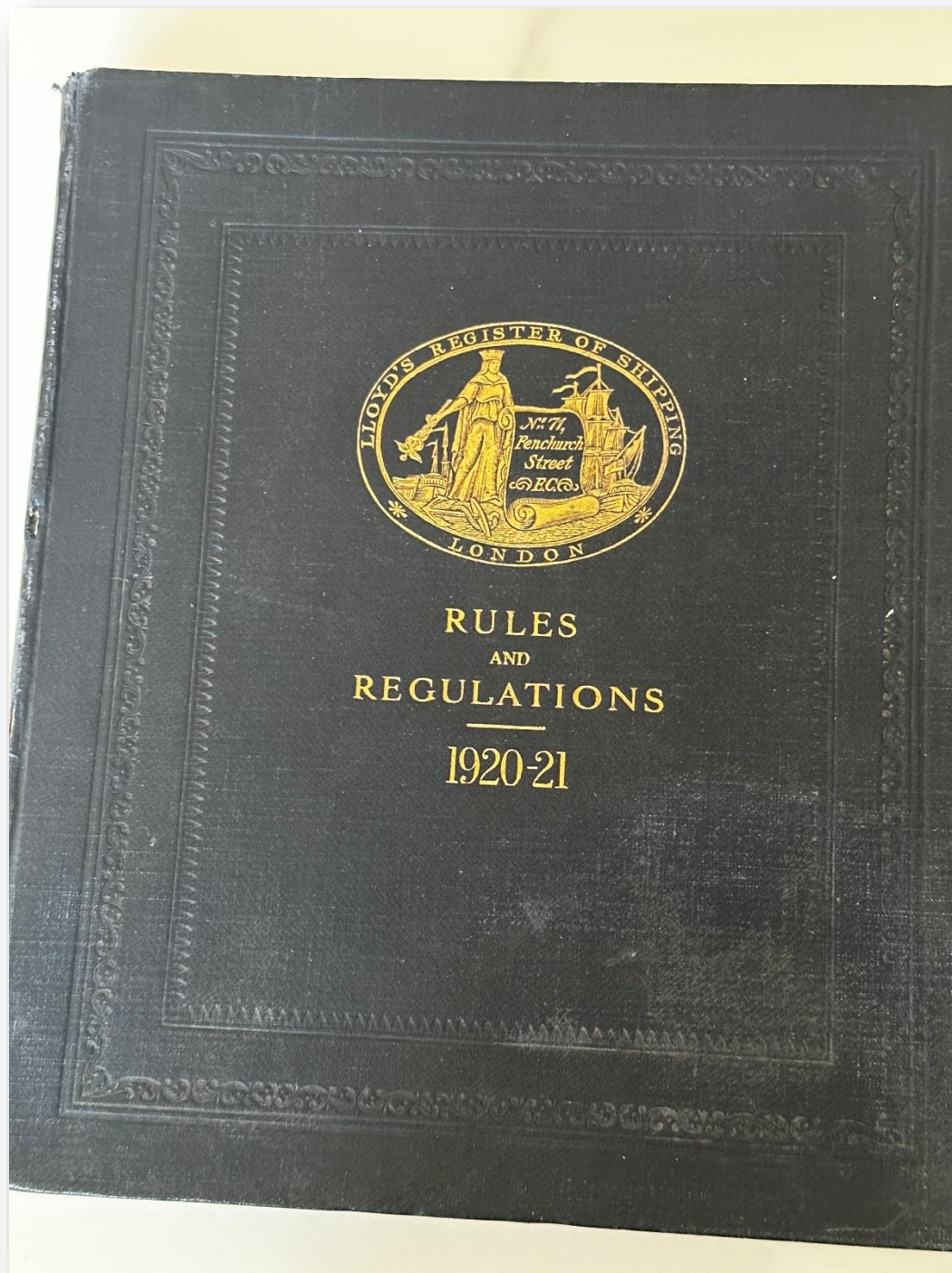
such as an engine and crank-shaft, and the suction pipe, being connected to the cold chamber, draws in the warmest air from the top of the



No. 10.—Vertical Type Haslam Dry Air Machine.

This air is compressed

Appendix 23 – Book Lloyds Rules and Regulations 1920-21



LLOYD'S REGISTER OF SHIPPING.

RULES AND REGULATIONS.

A

LLOYD'S REGISTER OF SHIPPING.

FOUNDED 1760.

RE-CONSTITUTED 1834.

UNITED WITH THE
UNDERWRITERS' REGISTRY FOR IRON VESSELS IN 1885.

RULES & REGULATIONS

FOR THE

CONSTRUCTION AND CLASSIFICATION OF STEEL VESSELS.

CHANGES IN PRESENT EDITION OF THE RULES.

Amendments, which have been adopted by the Committee since the issue of the previous (1919-20) edition of the Rules, will be found in the following Sections :—

RULES AND REGULATIONS.

Sections 3, 4 & 5—Subscriptions to Register Book.

Sections 28 & 29. Scale of Fees.

RULES FOR STEEL SHIPS.

Special Surveys Nos. 1, 2 & 3. Pages 14, 15 & 17. Par. 10.

Section 19. Paragraph 15. Section 35.

Annual or Occasional Surveys. Page 18. 2nd Par.

Section 39. Paragraph 13. Section 44.

TENTATIVE REGULATIONS FOR THE APPLICATION OF ELECTRIC ARC WELDING TO SHIP CONSTRUCTION.

Page 74. List of Firms whose Systems have been approved by the Committee.

RULES FOR THE CONSTRUCTION OF VESSELS INTENDED TO CARRY OIL IN BULK.

Section 51. Paragraph 10.

Section 72.

RULES FOR ENGINES AND BOILERS OF STEAM VESSELS.

Sizes of Shafts. Section 12. Paragraph 3.

The Boiler Rules have been revised throughout.

RULES FOR CONSTRUCTION AND SURVEY OF DIESEL ENGINES AND THEIR AUXILIARIES.

Section 2. Paragraph 20.

Section 3. Paragraph 11.

RULES FOR USE OF ELECTRIC LIGHT ON BOARD VESSELS.

These Rules (pages 98 to 100 of the 1919-20 edition) have been replaced by the "Rules for Electric Fittings on Board Vessels," printed on pages 103 to 114 of the 1920-21 edition.

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MERCHANT SHIP CONSTRUCTION

Especially written for the
Merchant Navy

BY

H. J. PURSEY

EXTRA MASTER

*Lecturer in Ship Construction to the School of Navigation
University College, Southampton*



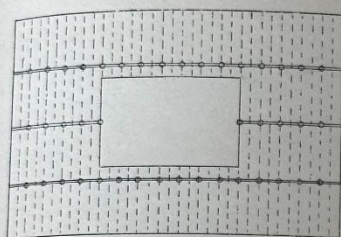
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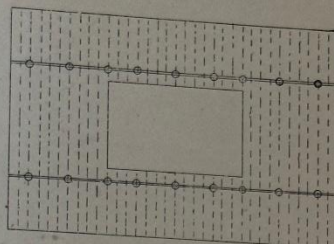
52-58 DARNLEY STREET

TYPES OF PILLARING

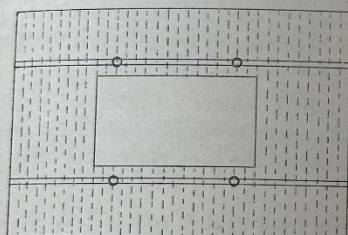
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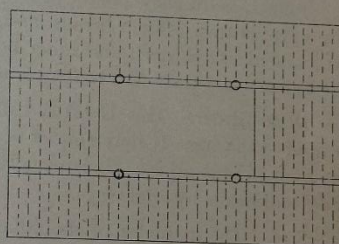
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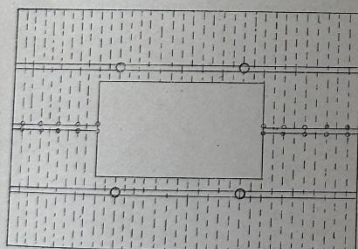
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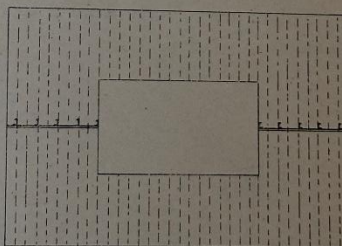
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MASSED, IN LINE WITH COAMINGS.



MASSED AND PAIRS AT CENTRE LINE.



PARTIAL LONGITUDINAL BULKHEADS.

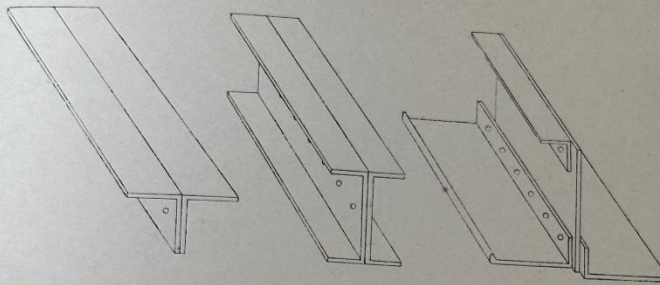
(DOTTED LINES SHOW BEAMS.)

TYPES OF PILLARING.

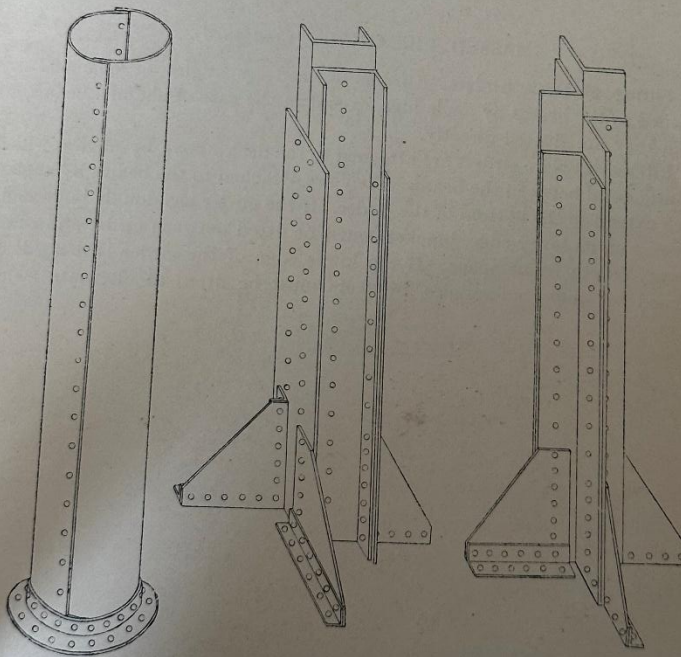
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MASSED PILLARING

71



DECK GIRDERS.



MASSED PILLARS.

FOREWORD.

THIS book is addressed to those who are studying for the various grades of Board of Trade Certificates and to all who seek a little more knowledge of the ships that they see, build or sail in.

It may seem to some persons, at first sight, that such a large subject cannot adequately be discussed in such a small space, but the value of a book usually lies rather in the quality than in the quantity of its contents. A good drawing, combined with a short but clear description, can often be made to take the place of many pages of print. Consequently, the text is here made as concise as possible and is illustrated by a number of full-page perspective drawings. To avoid confusion, only the most common method of constructing any particular part is shown, although there may be a number of alternatives.

In the chapter relating to each part, the Lloyd's Numeral governing its size is given and also details of the riveting. The reader should not, generally speaking, attempt to learn these, but they are included in order that he may form an idea as to how the sizes of parts are controlled and how such parts are built up and connected together.

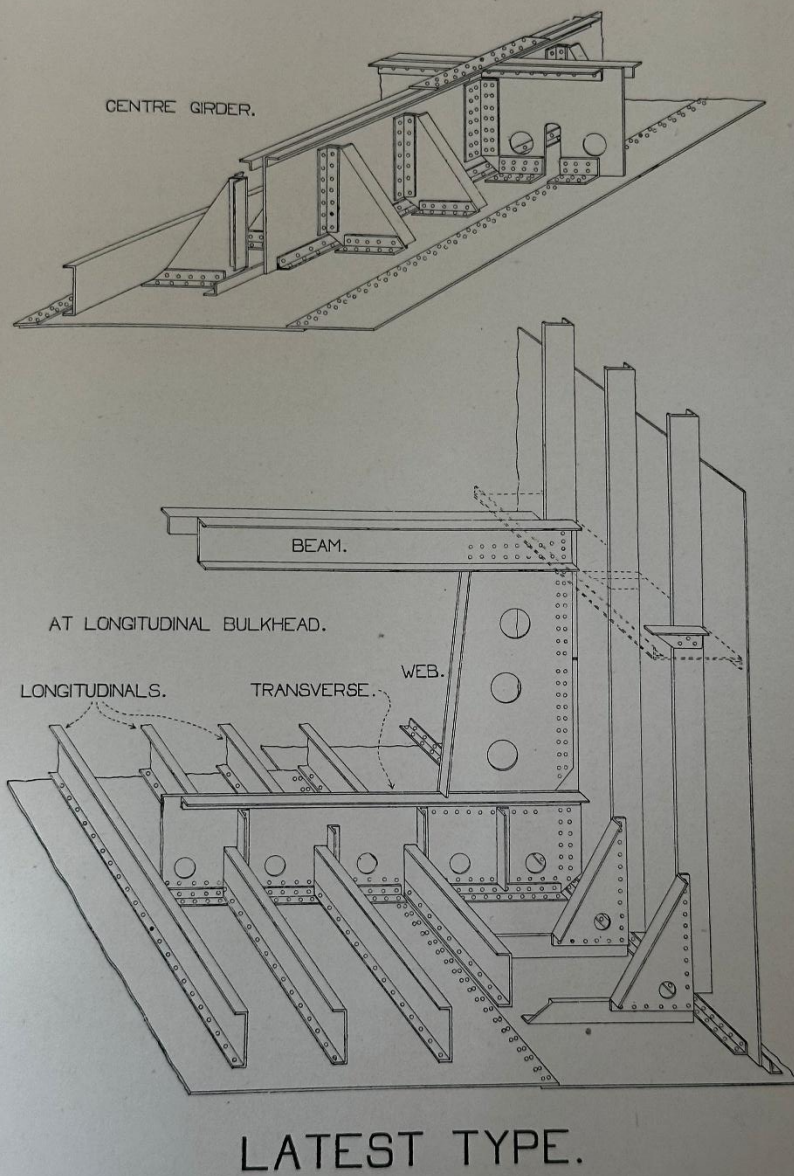
A comparatively large section on Oil Tankers is included, and it is hoped that this may be of use to those who sail in these vessels. The Board of Trade have so far confined themselves to asking for midship sections of such ships, but the inclusion of this chapter is justified by the fact that tankers now form a large and important part of our merchant shipping.

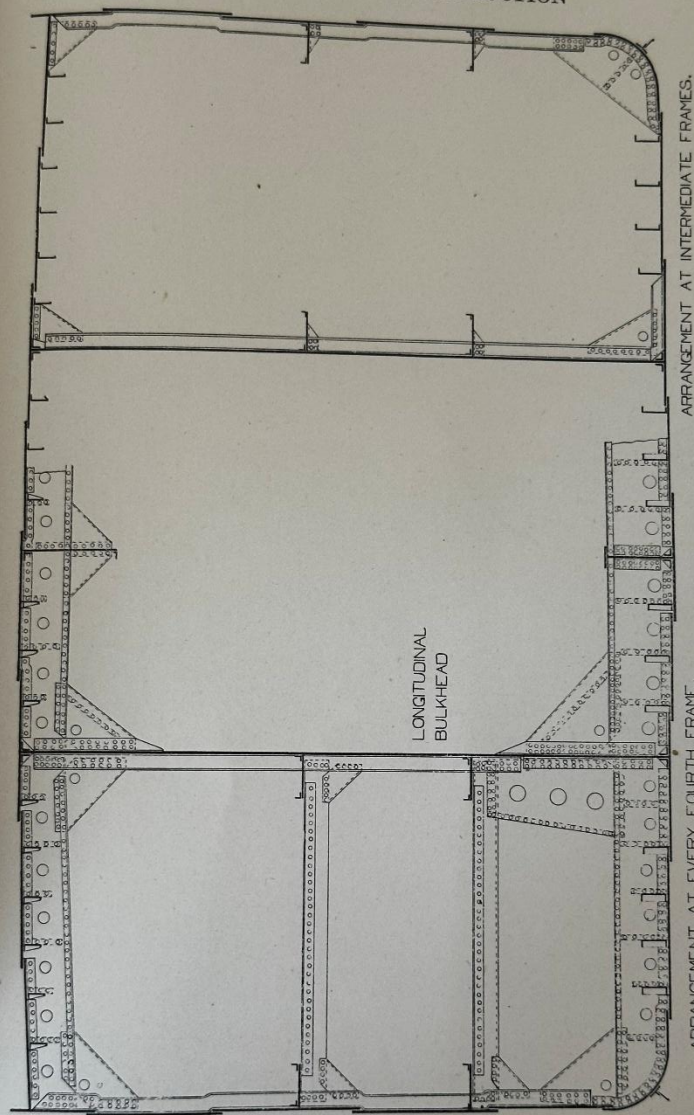
Shipbuilding, the testing of materials, the survey of ships and a series of definitions are also included. The latter section is intended to explain some of the terms used in shipbuilding and to make clear various details which are often misunderstood by beginners.

The Author wishes to express his appreciation and thanks to Captain Wakeford for his kind interest, suggestions and assistance. Also to a number of others who must, unfortunately, remain anonymous, but who have taken an interest in the work and have made available many plans and much information on the subject.

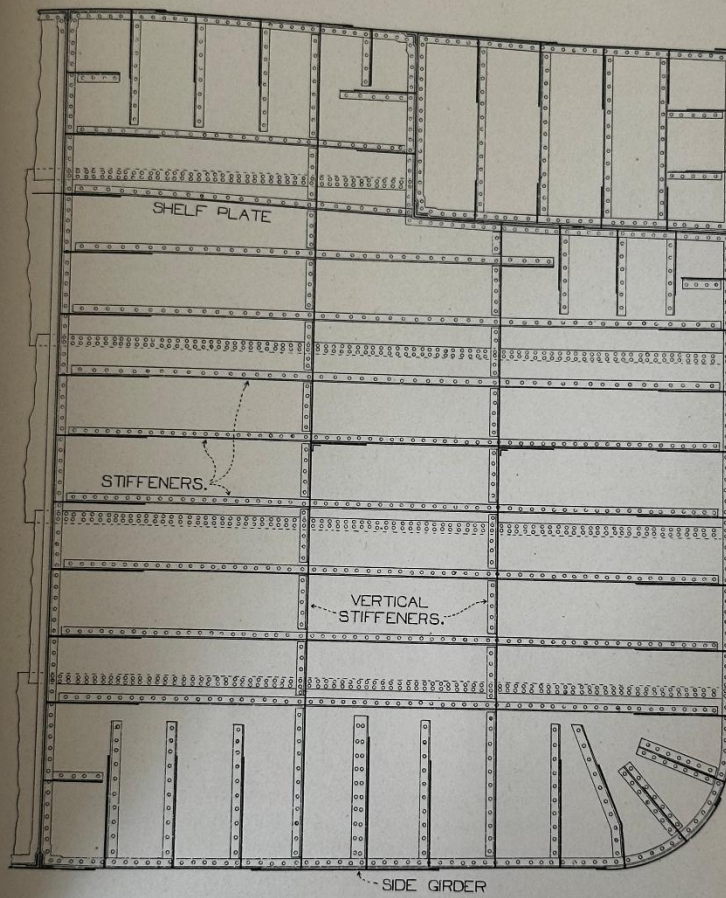
H. J. P.

UNIVERSITY COLLEGE, SOUTHAMPTON.
1942.



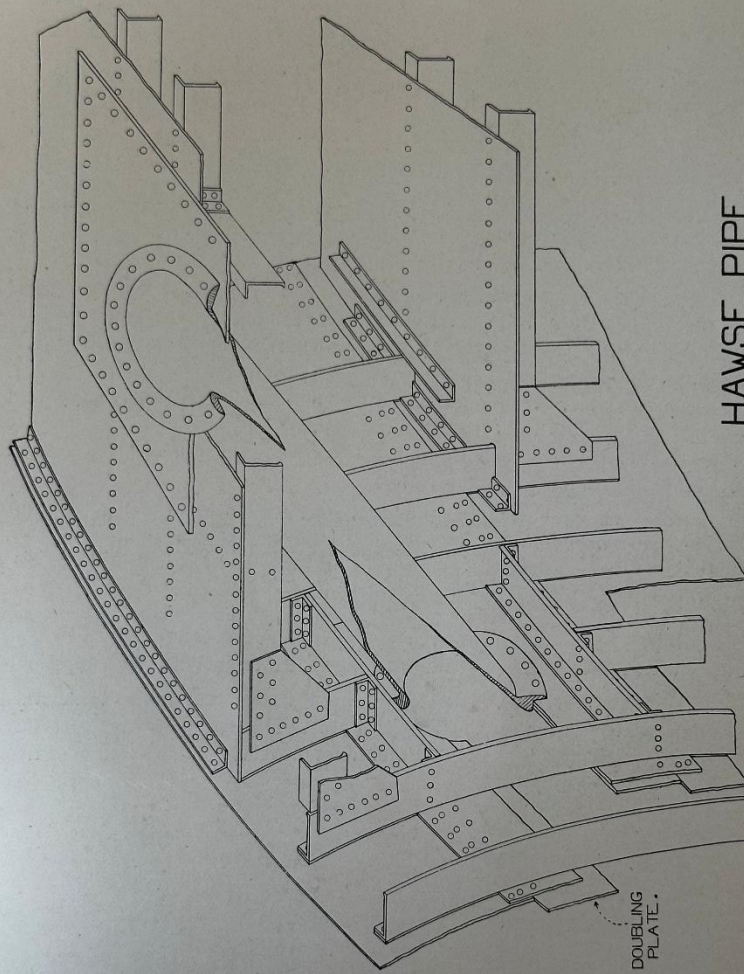


LATEST TYPE.



TRANSVERSE BULKHEAD.

M



HAWSE PIPE.

Appendix 25 – SMIT Salvage agreement



SALVAGE

SMIT Salvage B.V.

New Baltic House
65 Fenchurch Street
London EC3M 4BE

Tel: +44 20 7480 7648

Fax: +44 20 7702 1842

company.london@smit.com

www.smit.com

SUBMAR Salvage Ltd
Hammerton Court
High Street
Tewkesbury
GL20 5BN
Gloucestershire

FAO: Mr George Rose

Ref: RBM.OILFIELDGRANGE.agrt.11.3.15

11 March 2015

Dear Mr Rose,

Re: Risdon Beazley Wrecks – OIL FIELD GRANGE

We herewith confirm the on-going agreement between SMIT Salvage BV on behalf of Risdon Beazley and SUBMAR Salvage Limited.

Risdon Beazley (SMIT Salvage BV) hereby confirms consent to allow SUBMAR Salvage Ltd to recover any remaining cargo from the wreck of the *OIL FIELD GRANGE* in so far as Risdon Beazley (SMIT Salvage BV) holds title thereto and subject to the following clauses;

1. Adherence to all obligations by you and your company regarding this agreement and any with respect to regulatory requirements and/or commissions due to the relevant government authorities regarding the cargo recovered;
2. Prior notification to SMIT Salvage BV and where required the local maritime authorities of any operations to be carried out;
3. Any value from the cargo recovered FIVE percent [5%] will be for the benefit of SMIT Salvage BV which shall be exclusive of any other commission/s and/or payments due to other legitimate local and/or Government Authorities;
4. All rights will revert to Risdon Beazley (SMIT Salvage BV) if within 24 months from the date of this agreement no recovery has been made from the wreck/s and in any event this agreement shall terminate upon that date regardless;

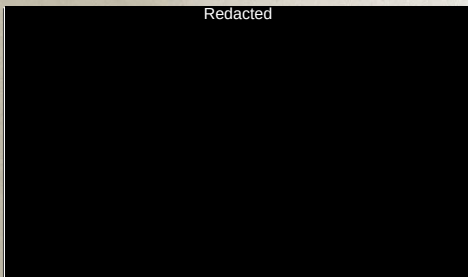


5. At no time SUBMAR Salvage Limited will assign or subcontract any rights or obligations hereunder;
6. SUBMAR Salvage Limited will notify SMIT Salvage BV within 24hours of any successful recovery and keep proper records with documentation of their recoveries in connection with this agreement which will provided to SMIT Salvage BV upon request;
7. This agreement is governed by English Law;

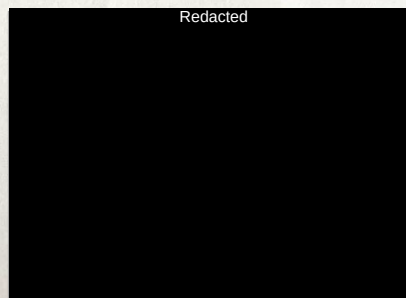
SUBMAR Salvage Limited shall hold Risdon Beazley (SMIT Salvage BV) harmless from any liabilities, costs and demands and shall indemnify same for any claims whatsoever arising out of any operations by SUBMAR Salvage Limited in respect of the wreck *OIL FIELD GRANGE* and will be co-signed by Mr George Rose personally warranting obligations of SUBMAR Salvage Limited.

Signed: 11 March 2015
For and on behalf of
SMIT Salvage BV

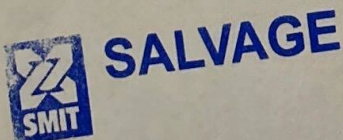
Signed: 11 March 2015
For and on behalf of
SUBMAR Salvage Ltd



Roger Evans AFNI
Manager UK
SMIT Salvage BV



George Rose
SUBMAR Salvage Limited



SALVAGE AGREEMENT

THIS AGREEMENT is made this 5th day of April two thousand and fifteen between Submar Salvage Limited of 6 Manor Park Business Centre, Mackenzie Way, Cheltenham, Glos. GL51 9TX of the first part hereinafter referred to as Submar and KM Offshore Ltd of 321 Hollins Lane, Bury, Lancashire. BL9 8BD of the second part hereinafter referred to as KM Offshore Ltd.

WHEREAS:

The British ship 'Oldfield Grange' of 4653 g.t. sank some [Redacted] on 11 February 1917 after being torpedoed by a German U Boat. At the time of the loss she was carrying a general cargo including 508 tons copper, 627 tons lead, 336 tons steel and 43 tons of forgings. All of which is hereinafter collectively called 'the Cargo'.

The Treasury Solicitor and the Ministry of Munitions as insurers and subsequent owners of the cargo entered into a salvage agreement with Risdon Beazley Limited (RB) to recover the cargo in consideration of which they were to receive 10% (ten percent) of the net salvaged value and 12.5% of the net salvaged value where that part of the net salvaged value is in excess of £200,000 and RB retain the balance of the remainder. There was no termination clause in the Agreement so the agreement continues without a time limit. A copy of that Agreement** is attached at Schedule 1 of this Agreement

Risdon Beazley (Smit Salvage BV) now gives their consent to allow Submar Salvage Limited to recover any remaining cargo from the wreck of the Oldfield Grange on their behalf subject to the conditions attached at Schedule 2 of this Agreement

IS NOW AGREED:

1. **THAT** this Agreement shall be maintained for a period of twenty four months from the date of this Agreement but may be terminated or extended by the mutual agreement of both parties in writing. Should any of the terms of this Agreement be flouted by either of the two parties one party advising the other of such termination in writing may terminate this Agreement.
2. **THAT** KM Offshore Ltd shall provide any vessel or vessels together with crew, divers and salvage equipment as may be required for the recovery operation at cost and that all costs related to the recovery operation shall be met by KM Offshore Ltd and that Submar shall not otherwise be liable in any way for such costs.
3. **THAT** in consideration of this Agreement KM Offshore Ltd shall undertake to proceed as soon as practicable with their operations to recover as much as possible of the Cargo as may remain in or about the wreck and thereafter deliver all recovered Cargo at an agreed port of landing and in such a manner as may hereinafter be mutually agreed.

4. **THAT** both parties shall agree as to the time, place and manner of realisation of all salvaged Cargo which shall be disposed of through any outlet providing the best price available, so as to maximise the proceeds of such realisation subject to consideration of storage, transport and handling charges after landing.
5. **THAT** all costs incurred in the recovery operation as stipulated in Clause 2, together with the expenses of the custody of and dealing with the disposal of the salvaged cargo, including the expenses of realisation, storage, handling, freight and insurance, if incurred, shall be deducted from the proceeds of sale in calculating the net salvaged value. Proper records shall be kept by KM Offshore Ltd for accounting purposes in respect of all such costs and expenses.
6. **THAT** 5% (five percent) of the net salvaged value together with the 10% (ten percent) and/or 12.5% (twelve and a half percent) due to the Treasury Solicitor be paid to Smit Salvage BV. *twelve point five*
THAT 12.5 % (fifteen percent) of the net salvaged be paid to Submar the remainder of the net salvaged value being retained by KM Offshore Ltd.
8. **THAT** monies referred to in Clauses 7 and 8 above will be so disposed of, from time to time as may be mutually agreed by the parties concerned after each salvage operation over the site of the Oldfield Grange
9. **THAT** all operations by KM Offshore Ltd connected with this Agreement shall be conducted entirely at their own risk and on "No Cure No Pay" terms and all charges expenses and liabilities whatsoever shall be borne entirely by KM Offshore Ltd.
10. **THAT** KM Offshore Ltd shall notify Submar regarding each proposed visit to the scene of operations and inform them of the result of each visit giving full details, where practicable, of the weights of all items recovered and their disposal.
11. **THAT** KM Offshore Ltd shall at all reasonable times afford access to a representative of Submar to the scene of the operations and to any of KM Offshore Ltd.'s own craft gear or plant or place of storage and should Submar desire to have a Representative on board one of the KM Offshore Ltd vessels at the scene of operations KM Offshore Ltd undertakes to provide the Representative with reasonable accommodation and reasonable subsistence without charge.
12. **THAT** KM Offshore Ltd will save harmless and keep indemnified Submar and their respective servants and Agents against all liabilities costs claims and demands whatsoever whether in respect of injuries to persons or property or otherwise which may be incurred by or made against them or any of them arising from salvage operations hereunder or any matter connected with this Agreement. KM Offshore Ltd may at any time be requested to produce evidence of such indemnity.
13. **THAT** should KM Offshore Ltd decide to abandon their salvage operations they shall forthwith give written notice thereof to Submar stating the date and time upon which all operations shall cease and this Agreement shall thereby terminate

14. **THAT** KM Offshore Ltd shall observe all legal requirements governing their vessels equipment and personnel and statutory permits for participating in any operations under this Agreement.

15. **THAT** any difference or dispute arising between the parties touching this Agreement with regard to any matter arising hereunder and not settled between the parties shall be referred in London to an Arbitrator to be agreed upon between the parties or failing agreement to two Arbitrators one to be chosen by each party in dispute or their Umpire in accordance with the provisions of the Arbitration Act 1950 1975 and 1979 or any statutory modification or re-enactment thereof for the time being in force.

16. **THAT** English law shall govern this Agreement.

AS WITNESS the hands of the parties this 27th day of April two thousand and fifteen

SIGNED BY
For and on behalf of Submar Salvage Limited

SIGNED BY
For and on behalf of KM Offshore Ltd

.....

In the presence of

.....

[Redacted]