

VEGA

Newsletter

Sidney A. Rosen, Editor (407) 352-9250

25 May 1992

Voice of American Vega Sailors

No. 6-92



We regret to learn of the death of our comrade Lewis E Cassidy of Newport News, Virginia and extend our sympathy to his wife Anastasia and the Cassidy family. "Lou" was a valued member of our group for over ten years. Perspicassidy #2976 is being retained for family use.

Vegas for Sale:

Rodney R. Reichert (1973)
2625 Briar Patch Lane
Flower Mound, Tx 75028
Tel: (817) 491-9747

Pierce Reed (1971)
635 Riverview Road
Rexford, NY 12148
Tel: (518) 371-3252

Donald G. Wilson
P.O. Box 126
Rockport, ME 04856
Tel: (207) 594-7109

"Ed" Davis (Lorelei #321) says that his Vega had been repowered with a 30hp Atomic 4 engine sometime before he purchased the boat in 1986. Are there any other Atomic 4 users in our fleet?

Congratulations to Mike Duddy (Nansen, #367) and Jennifer Stone. On May 9th Mike graduated from Law School and on May 24th he and Jennifer Stone (his 1st mate) were married. Good luck and lots of happiness to the happy couple! A honeymoon cruise to Nova Scotia is planned in August.

- Mark Allen (Bochica, #1066) had to have a new survey this year for insurance purposes. During the survey, the surveyor kept remarking how fine a boat the Vega is. (As if we didn't already know!)

Your editor has a small "talking Moose" program in his computer to keep him amused as he works. Every few moments the moose moves his jaws and speaks "pearls of wisdom". Examples:

"What's cooking, snuggie wuggie?"

"If this is the first day of the rest of my life, then i'm in trouble"

"An Apple a day keeps IBM away"

"Its time we did something else"

The stupid moose has never yet said anything about a Vega. But I'm still waiting!



Our next newsletter will be a combined June/July issue. Editor on vacation.

"Nemonie" (#1499 - Bangor, North Ireland)
Summer cruise - June 1984

By Rodney Jones



RODNEY IS A MEMBER OF OUR "OVERSEAS" CONTINGENT. HE LIVES IN BANGOR, NORTH IRELAND. HE WILL BE OUR "REPRESENTATIVE" AT THE INTERNATIONAL VEGA FRIENDSHIP REGATTA BEING HELD IN DENMARK IN JULY.



Rodney



RODNEY INVITES YOU TO SAIL WITH HIM
WHENEVER YOU VISIT NORTH IRELAND

Editor, THE VEGA NEWS,

Dear Sid,

First let me thank you & the Coghlanos for answering my question about DREAMWEAVER. I am sure that VEGA owners at least would be interested in the accounts of that voyage.

I'm in this general area, as well as VEGA's & BALLADS there are 3 VIGGENS (33') an ALBIN 7.6 & an ALBIN CIRROS motor sailer that I have noticed.

Some ideas on previous News items:

- ① Wendell Lloyd asked in # 11/91 about a loose Backstay these may be obvious

- check swages for signs of failure (unlikely)
- check forestay adjustment - is mast raked excessively? - Sight or use plumb bob.
- check mast step for compression - a problem on some earlier VEGAS was inadequate re-inforcement of the deck under the mast.

regarding removal of 3M 5200 caulk from gelsat Sikaflex make a cleaner for removing their product and other caulks. If this is not available try "orange solvent" used by dentists

- ② The Sides comment on replacing window gaskets # 12/90
- there is a technique used for automotive window gaskets which should work:

Put the gasket on the glass first. next wrap a piece of cord (Venetian Blind cord is about right) in

the outer groove in the gasket. place the window & gasket against the outside of the opening. holding the window in place, ^{slowly} pull the cord into the cabin at 90° to the cabin side. This should pull the free edge of the gasket in through the opening. following around the window the gasket should seat by the time the overlap in the cord is reached.

③

Anyone using the original stuffing box:

the original seals had a Bronze spring which corrodes causing the seal to fail. After about 1978 these springs were rubber coated giving much longer life

④ Exhaust System:

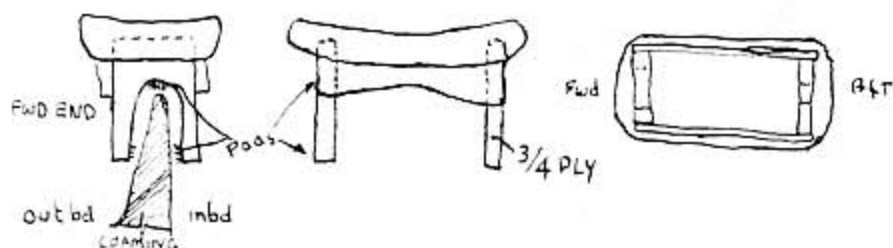
The water jacketed exhaust pipe on most VEGAs has a low point at its forward end which traps water. Ours corroded through some years ago and a weld repair held about 6 years. The exhaust pipe itself is #316 SS and shows little damage. The stand offs & other parts are another, more active alloy. I suspect this was intentional as this would cause the outside to perforate long before the exhaust pipe thereby preventing seawater entering the engine. Our system has just failed again above the weld where it failed before so we are planning to install a Jetco water box or similar. Our friend just converted the MD6A on his Cal 29 without problems.

An emergency repair can be made for pinhole leaks using silicone seal (be sure to dry all surfaces) re-inforced with duct tape. I have done this and it is quite durable.

⑤ I have found using a Teflon base spray lube (Triflon) excellent for masthead sheaves. Oil is hard to apply and does not last as long.

⑥ We often sit on the edge of the cockpit coaming to get better visibility, balancing a boat cushion on the edge. After several unscheduled Man Overboard drills to recover lost cushions, I adapted a design for a coaming seat used on a boat with a single plank coaming.

- make cardboard templates for forward & after ends spaced about 12" apart - these must be trimmed to fit Port or Stbd. as coaming cross section is asymmetrical.
- make legs of $\frac{3}{4}$ " ply., place on coaming and mark a level line across the edges
- mortise legs into top (I used 2" cedar)
- add side pieces for increased strength
- hollow top a little for comfort. - a fabric cover might work well as varnish is a bit slippery
- pad inside legs with leather or Vinyl



I've included a couple of slides of the finished product if my sketches are not clear enough.

Bulletin 59 from Kring Jan Vega Zeiters in Oct/91 newsletter is particularly significant for us. Sadly the Volvo service number seems to indicate that Volvo knew of the problem in December 1974. Had we known this a whole chain of events might have been averted.

* **Editor's note:**

Due to the length of Doug's manuscript, the next portion relating to a voyage he took will be published in a subsequent newsletter issue.

Sails for sale -



Jeffrey H. Cook
Cheryl M. Serafini
4297 Canela Rd.
Cocoa, Florida
(407) 639-0784

Mr. Rosen

We have recently installed a furling headsail on "CHEFF". This leaves us with 4 head sails that we no longer need. A survey done on the boat in December of 1990 listed the condition of the sails as follows:

<u>Sail</u>	<u>MFG</u>	<u>Condition</u>
Storm jib	Sobstad	near new
100% jib	Neil Pryde	very good
150% jib	Sobstad	good
drifter	Hild	good

Since this survey was done we have had the 150% jib restitched and added a leech line. Also, a repair was done on the 100% jib leech.

Anyone who needs to replace their sails or would like an extra set give me a call. We are asking \$400 for the set.

Thanks

Jeff

Spring seems to come along
just when we need it...



...to put the wind
back in our sails!

Chesapeake Bay Tartan 27 Association





BOAT/U.S.

Boat Owners Association of The United States

Washington National Headquarters
880 South Pickett Street, Alexandria, VA 22304

703-623-8550


Dear Cooperating Group Liaison,

Thanks for helping us communicate with your group. Enclosed is your group's complimentary copy of Seaworthy. You may circulate it within your group, or, if you wish, you may reprint portions of it in your own newsletter without further permission. Please credit "Seaworthy, the BOAT/U.S. Marine Insurance and Damage Avoidance Report".

In the past, Seaworthy was available only to boat owners insured through BOAT/U.S., but so many other boaters asked for it that we have made it available to all boaters - even non-members - for a \$10 annual subscription fee. Please tell all your boating friends!

If any of your group's members not insured with the Association would like to subscribe to Seaworthy, simply call BOAT/U.S. Marine Insurance toll-free at 1-800-283-2883.

Sincerely,


Ernest F. Braatz
Editor, Seaworthy


Adam Wheeler
Liaison, Cooperating Group Program



New Salvage Contract Fills Special Need of Recreational Boaters

Marine Salvage Is a Specialized and Complex Corner of Maritime Law. While It Is Unlikely that Your Boat Will Ever Be in Need of "Pure" or "Contract" Salvage, Understanding the Basics Will Help You Avoid Abuses of the Salvage Process

In the last issue, the lead article, "Salvaging Your Boat—an Unlikely Event," discussed various non-perilous incidents that boat owners face. These include minor mishaps like breakdowns and light groundings that require the assistance of a professional towing company; and dockside sinkings that require the help of a tower, marina, or contractor in raising the boat. The point of that article was to distinguish non-perilous towing and refloating jobs from true marine salvage cases, where there is immediate danger of further damage. While non-perilous mishaps are quite common, and are taken care of by your Association's Towing Reim-

bursement Program or by your yacht policy, true salvage cases are rare in recreational boating.

The distinction is important, however, because if you ever find yourself in need of commercial assistance, knowing the difference between a towing or refloating job and a marine salvage job could save money, aggravation, and lost boating time. It could also prevent your insurance premiums from going unnecessarily toward exorbitant sums mandated by international agreements never intended to apply to small boat towing.

Although true marine salvage cases are

rare, they do occur. And for those cases, BOAT/U.S. has introduced a salvage contract specifically designed to cover a boater's needs in U.S. waters. The BOAT/U.S. salvage contract was first announced in the January 1991 Seaworthy. A copy of the contract, printed in usable form, was included in the April 1991 issue and appears again on pages nine and ten. This is your copy to keep on your boat.

Until now, the only contract designed for marine salvage was the Lloyd's Open Form first published in 1892; a commercial shipping document quite inappropriate for recreational salvage jobs in U.S. waters today.

For Sale - Used 0-21 engine

Walt Brown
1548 Maple Street
Redwood City, CA 94063
Tel: (415) 364-3759

continued

CONTRACT.

Under the Lloyd's contract, if the vessel owner and insurer disagree with the "bill," the matter must be settled through channels that ultimately end up with an arbitrator in Great Britain. In order to avoid this lengthy, cumbersome, and expensive process, never sign a contract with the word Lloyd's on it.

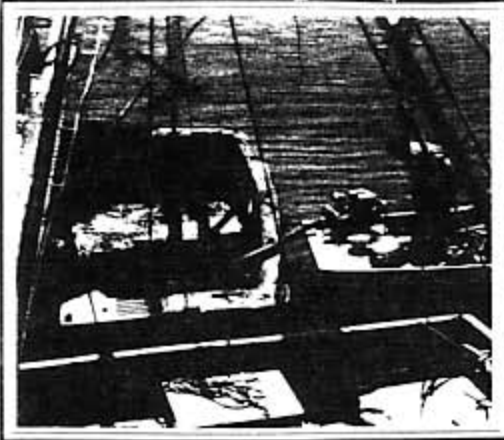
A Salvage Primer

The term "marine salvage" is from the world of marine commerce and traditionally means the rescue of ships and their cargos at sea. In the early days of maritime commerce, when disasters were frequent and communication nil, the laws of salvage were established to encourage anyone available to protect property. If a ship lost her steering and drifted onto a shore, anyone who succeeded in salvaging something of the cargo or ship was paid a reward. (They could not keep what was saved.) Three conditions had to be met: The ship must be facing a marine peril; the salvors cannot be people whose duty it is to save the property; and the effort must succeed to some degree. Thus, pure salvage is where a vessel in a perilous situation, is rescued by volunteer salvors, who would be awarded some percentage of the value of the cargo and/or vessel that was saved.

Pure salvage doesn't happen much anymore, but ship owners or their insurers do undertake contract salvage with professional salvors to rescue a ship or its cargo. In such cases, a tug boat or salvage company undertakes the salvage operation for a fee agreed upon prior to doing the job. This could be a "best efforts" agreement not guaranteeing any results, or they might work on a "no cure, no pay" basis. Then, if the effort fails and nothing is saved, no one gets paid.

The amount claimed by a salvor and the amount finally awarded under salvage law or a Lloyd's Form does not reflect a consistent pricing basis. Salvors typically submit exhaustive reports of their efforts to support their claim for a percentage of the boat's value. The guidelines for salvage awards were set down by the Supreme Court in the famous 1869 *Blackwell* decision with the following statement:

Courts of admiralty usually consider the following circumstances as the main ingredients in determining the amount of the award to be decreed for a salvage service: (1) The labor expended by the salvors rendering the salvage service. (2) The promptitude, energy, and skill displayed in rendering the service and saving the property. (3) The value of the property employed by the salvors rendering the service, and the danger to



which such property was exposed. (4) The risk incurred by the salvors in securing the property from the impending peril. (5) The value of the property saved. (6) The degree of danger from which the property was rescued."

It is easy to see that evaluating a salvage case is necessarily subjective and not likely to lead to a rapid or inexpensive disposition of the frequent disputes that arise under the Lloyd's contract.

The Lloyd's Form is, in itself, not a bad document when used in its proper domain. After all, it has withstood 100 years of maritime legal debate. Let's say a merchant ship has an owner, a flag of registry, and a Master, each from a different nation. The ship, carrying valuable cargo, breaks down and is rescued by a salvor from a fourth country and towed to a fifth country; not an unlikely scenario. In such a case, a Lloyd's Form would keep all parties on a level playing field, and the large sums of money involved would justify the expense of legal proceedings and international negotiation.

A Boater's Needs

In a recreational boating situation, salvage is far less complex. Now, for the first time, with the introduction of the BOAT/U.S. Standard Form Yacht Salvage Contract, a boat owner faced with a salvage job to rescue the boat from an impending peril has a contract specifically designed for that purpose.

The easy-to-read BOAT/U.S. contract takes the hassle out of recreational boat salvage for boat owners and salvors. It is provided by your Association for use by any boater, insurance company, or salvor. Like the Lloyd's form, the BOAT/U.S. contract does not commit you or the salvor to a set fee. The salvor prepares a bill after completing the job based on his choice of flat fee, time and equipment, or some percentage of the damaged boat's value. What the BOAT/U.S. contract does, however, is offer an alternative to detaining your boat, and provides for fast,

local arbitration in the event of a disagreement over the reasonableness of the bill.

The reality of what a boater can run into while boating in U.S. waters, is that most assistance will be simple bill-by-the-hour towing or dewatering a flooded vessel at the dock. The difference between towing and salvage is not always crystal clear and there are a few situations each year that pose an immediate threat of further damage. When something goes wrong with your boat, it is your decision as skipper whether your situation is a temporary grounding or a perilous stranding. Don't let a potential salvor talk you into more than is required.

Let's look more carefully at the distinction. For example, if a grounded boat can rest on a sandy bottom until the tide returns to help float her free; or if a boat is drifting in calm conditions after losing power—it calls for towing, not salvage. If, on the other hand, a boat is aground and likely to be battered by waves or holed by rocks; or if a disabled boat is drifting dangerously toward a surf zone, the rescue could be deemed salvage. So, in the rare case where there is little hope of getting free easily, or where the boat may sink in 100 feet of water, or break up if not removed quickly from a perilous situation, you are a candidate for contract salvage.

If you are insured with BOAT/U.S. and it appears your boat needs to be salvaged, just contact BOAT/U.S. on the seven-day toll free line, 800-937-1937. The call can be via land line phone, cellular phone, or on your VHF through the marine operator. Your BOAT/U.S. representative will help arrange for a salvor for you. If you are already in touch with a salvor (especially if they are pressing you to sign a Lloyd's form) have them talk directly to the BOAT/U.S. claims representative. Each one is trained in dealing with all facets of salvage and salvage contracts. Remember, you always have the right to ask another salvor to do the job (before a contract is signed).

Don't be intimidated by a salvor who claims that salvage calls for "a Lloyd's contract or nothing." Always try to use the BOAT/U.S. contract. Most towers and salvors are aware of it and probably have a copy with them. Many have experienced BOAT/U.S.'s quick and fair settlements and are glad to use the new contract. Carry a BOAT/U.S. salvage contract among your vessel's papers. It was written for you.

But if you reach an impasse, where there is no second choice of salvage companies, the salvor refuses to work unless you sign a Lloyd's form, and you can't reach BOAT/U.S. claims, your best judgement regarding what action to take for the safety of your guests, yourself, and your boat must prevail. ♣

BOAT/U.S.
STANDARD FORM YACHT SALVAGE CONTRACT
"No Cure, No Pay"

It is hereby agreed this ____ day of _____, 199____, at ____ hours at

_____ by and between: _____
(location) (Owner or Captain)

for the Yacht named "_____" which is described as a
("Vessel")

_____ and insured by: _____ and
(yr - manufacturer - length) ("Underwriter")

_____, to salvage the vessel under these terms and conditions:
(Salvage Company/Salvor)

1. Salvor agrees to render assistance to and endeavor to save said vessel and its property and deliver her afloat or ashore at _____ marina or port as mutually agreed, or to nearest safe port if unspecified herein, as soon as practicable.
2. Salvor shall have the requisite possession and control of the subject vessel and be entitled without expense to the reasonable use of the vessel and its gear in the performance of recovery or towing operations.
3. Said salvage and any towage services by the Salvor shall terminate upon delivery of said vessel as designated herein. Owner and Underwriter shall be responsible for any storage, towing or other port or marina charges following delivery and for risk of loss thereafter.
4. Compensation to Salvor for the services performed hereunder shall be in accordance with a billing and any supportive analysis of the salvage operation to be presented to Owner and Underwriter's agents upon completion of salvage. Billing may be on the basis of time and equipment rates as usually charged by salvor or flat contract price or a reasonable percentage of the post-casualty, pre-repair fair market value of the vessel. Billing may include, where appropriate, reasonable costs of pollution containment or clean up. No agreement on price or its reasonableness has been made at the scene unless agreed to in writing. **(continued over)**

This Contract is for use in the rescue of a boat suffering a serious marine peril such as fire, sinking, stranding or high and dry grounding. A copy of this Contract and any billing should be sent to the Underwriter's Agent as rapidly as possible. The performance of salvage services hereunder are neither recommended nor approved by BOAT/U.S.

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880 South Pickett Street, Alexandria, VA 22304

(permission to reprint without alteration is granted)



5. Services hereunder are rendered on a "No Cure, No Pay" basis; however, salvor shall be entitled to a reasonable allowance for pollution containment/clean up, wreck removal in the event the vessel is deemed a constructive total loss or for a partially successful savings of the salvaged property. Payment is due promptly upon presentation of Salvor's bill. Interest at the rate of one and one-half (1.5%) percent per month (or the maximum legal rate allowed) shall accrue on any unpaid balance from 30 days after completion of salvage or as determined in accordance with the findings of any Arbitration Award.
6. In the event of any dispute regarding this salvage or concerning the reasonableness of any fees or charges due hereunder, all parties agree to binding local arbitration. The BOAT/U.S. Yacht Salvage Arbitration Plan, though not required, is available as a public service through Boat Owners Association of The United States wherever the parties agree to its use. In the event Owner is uninsured for payment of these Services, Salvor may, at its election, agree with Owner to use any agreeable arbitration system or to proceed with all available legal remedies to recover sums believed due and owing.
7. It is understood that services performed hereunder are governed by the Admiralty and Maritime Jurisdiction of the Federal Courts and create a maritime lien against the vessel or its posted security. Salvor's lien shall be preserved until payment. Salvor agrees in lieu of arrest or attachment to accept from the vessel's Underwriter, a Letter of Undertaking for an amount equal to one and one-half (1.5) times the presented billing with a copy of the insurance policy and coverage information. If the vessel is uninsured or its Underwriter cannot provide a Letter of Undertaking, Salvor may demand the posting of a Surety Bond with its designated Escrow Agent in an amount equal to 1.5 times the Salvor's bill. Salvor may satisfy collection of fees or charges hereunder by recourse to any security posted and shall also be entitled to any costs incurred in collection of payments due hereunder including reasonable attorneys fees subject to the findings of any arbitration.
8. Salvor hereby warrants that it is acting on its own behalf and on behalf of any subcontractors retained by Salvor to perform services in the recovery or delivery of the vessel. Salvor shall be responsible for any such subcontractors' compensation.
9. In the event the Salvor has already rendered salvage services to the described vessel prior to execution of this contract, the provisions of this contract shall apply to such salvage services.

SIGNED: _____
 Salvage Company

 Owner/Captain or Owner's Agent

Print Name & Address:

Print Name & Address:

Phone: (____) _____ - _____

Fax: (____) _____ - _____

Phone: W (____) _____ - _____

H (____) _____ - _____

Fax: (____) _____ - _____



Dansk VEGA KLUB

Naerum, 920401

Dear Sidney Rosen,

thank you very much for the Newsletter which I read with great interest.

Sorry to read about all the problems with the Swedish VEGA MARINE, but if it is any comfort to you I can tell you that we have the same problems.

Having read the letter from G. & B. Wood about the stuffing box I can inform you that Volvo Penta introduced a new model some years ago. See photocopy enclosed.

Although this stuffing box is not designed for a moveable shaft many of the Danish Vega owners have successfully installed this, many members have more than 5 years experience with the Volvo Penta stuffing box and recommend it warmly. The good thing is that it is only necessary to lubricate it once a year and in this way you don't need any grease or reservoirs for the lubrication. The Volvo Penta spare part number for the 25 mm shaft is 828254-3.

By the way - may we expect any American participation at the IFR i Denmark? - we really hope so.

Sincerely yours

Walther Nerving
Walther Nerving
Danish Vega Club

