

6. AMOUNTS, if any, REFUNDED, or expected to be refunded, by the Imperial Government on Account of each Vessel.

Name of Vessel.	Amount.
Ormazan 	£6,250 paid by the Defence Department on behalf of Imperial Government.
Gymeric 	£13,808 13s. 11d. paid by the Imperial Government.
Monowai 	£18,135 paid by Imperial Government.

CHARTER PARTIES.

“ UNDAUNTED.”

Cape—Steam.

It is this day mutually agreed between Lewis James Davies and William Adolphus Fehon (trading as “ Davies and Fehon ”), of Sydney, in the Colony of New South Wales, merchants, the Chartered Owners with right of sub-charter of the good steel steamship called the “ Undaunted,” of the registered tonnage of 3,159 tons or thereabouts, fitted with engines of 274-horse power nominal, provided with Lloyd’s and or Board of Trade certificate for hull and machinery, and classed A1, now on a voyage to Newcastle from Japan, and the Honourable Joseph George Ward, Minister of Commerce for the Government of New Zealand, for and on behalf of the said Government, of the other part :

That the ship, on Chartered Owner’s account, on arriving at Newcastle, with all despatch to discharge her present cargo, if any, and load a cargo of coal on Chartered Owner’s account, and with all speed proceed to a port in New Zealand and there unload, and thereafter with all despatch proceed to first port of loading as is hereinafter provided ;

That the said steamer, having a full complement of officers, engineers, firemen, and seamen for a steamer of her tonnage (and to be so maintained), also being warranted tight, staunch, and the hull and engines in every way fitted and equipped for the voyage, and guaranteed to pass (before lay days count) the usual first-class surveys of the Underwriters’ Association at first port of loading, shall will all convenient speed after the discharge of her inward cargo, which will be taken to include the cargo of coal to be shipped from Newcastle to New Zealand, proceed to load at any three New Zealand ports in their geographical order between Wellington and the Bluff after first port as ordered by Charterer or his agent, and at any docks, piers, or places therein as ordered where the steamer can safely lie always afloat, a full and complete cargo of lawful merchandise and live-stock as the said Charterer or his agent shall tender alongside for shipment, not exceeding what she can reasonably stow and carry over and above her tackle, apparel, provisions, and furniture, including any coal for ship’s use ; and, being so loaded, shall after receipt of despatches therewith proceed under steam all the way at her ordinary full speed direct (but not *via* Torres Straits without written permission or direction of the Charterer or his agents) to two safe ports in the British possessions in South Africa in their geographical order as ordered by the Charterer, and there deliver her cargo at any dock, pier, or place as ordered by Charterer or his agents where the steamer can safely lie always afloat :

Charterer or his agent to have the option of moving steamer during loading or discharging at any port, he paying cost thereof ; but steamer not to be required to move more than twice in any one port, and time occupied in moving to be counted in reckoning lay days.

The act of God, the Queen’s enemies, pirates, robbers, or thieves, restraints of princes, rulers of people, fire, frost, explosion, accident to or defects in hull, tackle, boilers, or machinery, or their appurtenances, neglect, default, or error in judgment of the master, mariners, engineers, or others in the service of the Chartered Owners or owners, collision or stranding or other perils of the seas, canals, rivers, or steam navigation of whatever nature or kind soever, during the said voyage always mutually excepted.

The cargo to be brought to, loaded and unloaded, and taken from alongside the steamer at Charterer’s risk and expense. On receiving notice from Charterer or his agents, steamer’s side to be cleared for lighters or vessels bringing cargo for transhipment, and any demurrage incurred after usual limit of time to be paid by Charterers.

In consideration whereof the freight to be paid for the use and hire of the steamer for the said voyage is hereby agreed to be eight thousand five hundred pounds (£8,500), the same to be paid to the Chartered Owners, the Charterer to pay all port dues, pilotages, and all other expenses, except wages and provisions for crew, coals, and engine-room stores.

Payment whereof shall be made in sterling at Sydney—four thousand two hundred and fifty pounds on steamer being placed at disposal of Charterer at first port of loading, and the balance of freight to be paid at Sydney on receipt of cable by Charterer of arrival of vessel at first discharging-port in South Africa.

Chartered Owners undertake to place at the disposal of the Charterer three thousand one hundred tons deadweight-capacity, the estimated cargo-capacity of which is believed by Chartered Owners to be about four thousand five hundred tons, weight and measurement being allowed in fair proportions, but not guaranteed exclusive of bunkers, &c.