

Should steamer require to carry any portion of her coal elsewhere than in her permanent bunkers, sufficient space to be reserved to steamer for this purpose, after allowing for three thousand one hundred tons deadweight-capacity to the Charterer, but coal not to be carried on deck.

Charterer to declare first port of loading not later than the twenty-sixth day of January instant.

In the event of loss of time from deficiency of men or stores, breakdowns of machinery, collision, damage, or any cause whatever on the part of the steamer, between or while at her first loading-port, preventing the loading of the steamer or preventing her from prosecuting her voyage at her ordinary full speed for more than seventy-two consecutive hours, the Charterer to have the option of cancelling this charter-party by giving prompt notice of his intention so to do in writing, and he has further the right of removing any cargo on board without being liable for any freight thereon in the event of this charter being cancelled as herein mentioned, or of maintaining this charter, provided that prompt action is a special ingredient of this provision.

Thirty-five working-days, Sundays and holidays excepted, are to be allowed the said Charterer for sending cargo alongside at ports of loading, and stowing same, and for taking delivery of same at ports of discharge, and any further days on demurrage at the rate of sixpence per gross register ton per day, payable day by day on demand when incurred; lay days to commence six hours after the master has given written notice to the Charterer or his agents that the steamer is in every respect ready with all holds clear and in order, purchases rigged for taking in and discharging cargo, and the master has deposited with the Charterer or his agents the ship's register and papers to enable them to enter out at Customhouse. Time occupied in shifting port not to count as lay days. Twelve hours free of demurrage to be allowed Charterer at each port for making up steamer's papers and clearing at Customhouse.

The cargo to be taken in and stowed under captain's supervision by stevedores recommended by Charterer at the risk of the Charterer. The steamer to work night and day if necessary; no cargo to be shipped without Charterer's consent, but steamer to have right to carry up to one thousand six hundred tons of coal in all for steamer's use.

Charterer to have the whole of the steamer's holds between decks and collision bulkhead to after peak bulkhead, and full extent of hatches, excepting only such room as shall be actually necessary for the steamer's stores and coals and crew, together with use of upper deck for carriage of live-stock; Charterer to find all fittings and to have the use of the ballast-tanks for carriage of fresh water for use of stock; ship not to be held accountable for mortality, injury, or accident to live-stock from whatsoever cause arising. Charterer having the benefit of the side-ports (if any), and liberty to remove and replace stanchions if required, and the use of the steam-winch (with steam sufficient to drive them), winchmen, derricks, &c., the Charterer paying for coal consumed and time of winchmen whilst working derricks or winches.

If required, the master to attend daily at the office of the Charterer or his agents to sign bills of lading as presented, at any rate of freight required, without prejudice to this charter-party. Correct cargo-books are to be kept by steamer's officers of all cargo received on board, and the measurements, if required, to be taken as customary with steamer's loading, and produced to Charterer or his agents as required.

Charterer or his agents shall be and are hereby authorised as agents for and on behalf of the captain to sign bills of lading after the steamer has discharged her inward cargo in New Zealand for lawful merchandise, which is intended to form part of the cargo against storage receipts and letters of indemnity; cargo to be held to the absolute order of captain and Chartered Owners of steamer, and on shipment (in the absence of fraud on part of the Charterer or his agents) such bills of lading shall be of like effect as if signed by the captain. Mate's receipts, bearing marks and numbers, which shall be given at time of shipment if required, to cancel storage receipts and letters of indemnity.

Charterer to have the right of erecting in 'tween decks accommodation for cattle-men; but it is an express condition of this charter that the Chartered Owners are in no way to be made responsible for passengers or cattle-men, but if the same are carried it must be at the sole risk and expense of the Charterer, and he only is to be held responsible for the same, as also for all expenses, including quarantine, incurred thereby.

In the event of war being declared by or against a maritime Power by or against the nation to which the steamer belongs, the Charterer to have the right, before the steamer commences to load, of cancelling or maintaining this charter.

In case of average the same to be settled according to York-Antwerp Rules, 1890.

The steamer to have liberty to tow and be towed and assist vessels in all situations.

Charterer to have the right of underletting the whole or portion of the steamer without prejudice to the charter-party.

Should any dispute arise under this charter-party, same to be settled by arbitrators in and according to the laws in force in the Colony of New South Wales, and one each to be appointed by the parties to this agreement; if necessary, the arbitrators to appoint a third, whose decision to be final and binding upon both parties to the agreement. And it is further agreed the award may be made a rule of the Supreme Court of the said colony on the application of either party.

The Charterer's responsibility under this charter-party, except for freights and demurrage as provided, shall cease on the vessel being loaded, the master and Chartered Owners having a lien on the cargo before and after delivery for all freights, dead freight, and demurrage thereunder.

Penalty for non-performance of this agreement, amount of freight.

Dated at Sydney, this twenty-eighth day of January, 1900.

DAVIES AND FEHON.

Witness to Davies and Fehon's signature—J. R. BADEN BRUCE,
Sydney.