

for hull and machinery, and classed 100 A1, now on a voyage to Hongkong, and the Honourable Joseph George Ward, Minister of Commerce for the Government of New Zealand, for and on behalf of the said Government (hereinafter called "the Charterer"), of the other part :

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 with all convenient speed after the discharge of her inward cargo proceed to load at any four safe New Zealand ports in their geographical order, with the exception of Timaru and Oamaru, after first port as ordered by Charterer or his agents, 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 agents 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 between Durban and Cape Town (both inclusive) in their geographical order as ordered by the Charterer, and there deliver her cargo at any dock, pier, or place as ordered by the Charterer or his agents where the steamer can safely lie always afloat :

Charterer or his agents to have the option of moving the 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 :

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 Company 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 transshipment, and any demurrage incurred after usual limit of time to be paid by steamer.

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 twelve thousand five hundred pounds (£12,500), on an estimated deadweight-capacity of four thousand four hundred (4,400) tons of twenty hundredweights, exclusive of weight of coals and stores carried for steamer's use as mentioned hereunder. Payment whereof shall be made in sterling at Sydney as follows : One-half is due on arrival of the steamer at first port of loading, and one-half on receipt of cable by Charterer from the Company of arrival of vessel at first discharging-port in South Africa.

The Charterer shall pay all port dues, pilotage, and other expenses, except wages and provisions for crew, coals, and engine-room stores.

The Company undertake to place at the disposal of the Charterer about four thousand four hundred (4,400) tons, more or less, of twenty hundredweights deadweight-capacity, this being the guaranteed deadweight-capacity, exclusive of bunker requirements and space required, stores, &c.

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 four thousand four hundred (4,400) tons deadweight-capacity to the Charterer ; but coal may be carried on deck provided same does not interfere with stock fittings.

Charterer to declare first port of loading not later than the twentieth day of March instant, or demurrage to accrue. If steamer is delayed by Charterer in waiting for orders, cancelling-date hereinafter provided to be correspondingly extended.

Should the steamer not be ready to take in cargo at all her hatches at the first port of loading by noon on the thirtieth day of April next, Charterer to have the option of maintaining or cancelling this charter-party when the steamer is ready.

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 loading-ports, preventing the loading of the steamer or preventing her from prosecuting her voyage at her ordinary full speed for more than seventy-two (72) 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.

Thirty-five working-days, Sundays and holidays excepted, are to be allowed the said Charterer for sending cargo alongside at ports of loading, stowing same, and for taking delivery of same at ports of discharge, and any further days on demurrage at the rate of sixpence per net register ton per day, payable day by day on demand when incurred. Time to be reckoned from twelve hours after the master has given written notice to the Charterer or his agents at each port that the steamer is in every respect ready to proceed to her loading or discharging berth, and the master has deposited with the Charterer or his agents the ship's register and papers to enable them to enter in and 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.