

The cargo to be taken in and stowed under captain's supervision by stevedores recommended by Charterer at the risk and expense of the Charterer. The steamer to work night and day if necessary; no cargo to be shipped without Charterer's consent.

Charterer to have the whole of the steamer's holds between decks from 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 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 of steamer and the Company, 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 and passengers; but it is an express condition of this charter that the Company are in no way to be made responsible for passengers or cattle-men, but if same are carried they 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 incurred thereby, including quarantine.

Charterer to have the right to erect fittings and accommodation for live-stock, but the decks or any structure at present on the same must not be cut or otherwise injured in the erection of such fittings or accommodation.

If the steamer be detained in her loading by rain, taking in or discharging ballast, coaling, shifting coal or ship, riots, strikes or lock-outs, or other labour disturbances, and the Charterer or shippers are prevented by any of the above causes from having their goods sent alongside the steamer by land or water, any time during which the steamer is so detained in her loading not to count as lay days.

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 Charterer or his agents to have the right of collecting the contributions and conducting all the business relating thereto upon the usual terms.

The steamer to have liberty to tow and be towed and assist vessels in all situations, and salvages procured to be for joint benefit of the Company and the Charterer after deduction by the Company of the steamer's actual expenses.

Charterer to have the right of underletting the whole or portion of the steamer without prejudice to 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 to be appointed by each of 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 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 freight and demurrage as provided, shall cease on the vessel being loaded, the master and the Company having a lien on the cargo before and after delivery for all freight, dead freight, and demurrage thereunder.

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

Dated at Sydney, the fourteenth day of March, A.D. 1900.

Witness—EDMUND C. BECKETT.

BIRT AND CO. (LIMITED).

“GYMERIC.”

*Cape—Steam.*

It is this day mutually agreed between Houlder Brothers and Company (Limited), (hereinafter called “the Company”), the charterers with right of sub-charter of the good steel steamship called the “Gymeric,” of the registered tonnage of 3,987 tons gross and 2,591 tons net or thereabouts, fitted with engines of 364-horse power nominal, provided with Lloyd's and or Board of Trade certificate for hull and machinery, and classed 100 A1, now on a voyage to Sydney, 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