

loading, shall with all convenient speed after the discharge of her inward cargo proceed to load at any three safe 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 agent) 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, 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, accidents 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, 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 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 three hundred and seventy-five pounds (£12,375), on an estimated deadweight-capacity of four thousand five hundred (4,500) tons of twenty hundred-weights, exclusive of weight of coals and stores carried for steamer's use as mentioned hereunder: Provided that any deadweight-capacity over or under such four thousand five hundred (4,500) tons shall be paid for by Charterer, or allowed for by the Company, at the rate of forty-five shillings (45s.) per ton, payment whereof shall be made in sterling at Sydney as follows: One-half is due on the arrival of the steamer at first port of loading, and one-half on receipt of cable by Charterer of arrival of vessel at first discharging-port in South Africa.

The Company undertake to place at the disposal of the Charterer about four thousand five hundred (4,500) to five thousand (5,000) tons, more or less, deadweight-capacity, the estimated cargo-capacity of which is believed by the Company to be about four thousand five hundred (4,500) tons, weight and measurement being allowed in fair proportions, but not guaranteed exclusive of bunker requirements and space required for 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 five hundred (4,500) 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 sixteenth 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 thirty-first day of March instant, 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 consecutive hours, the Charterer to have the option of cancelling this charter-party by giving 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 net register ton per day, payable day by day on demand when incurred; lay days to commence 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.

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 the 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