

INFORMATION ONLY**TIME CHARTER ²****BOWRING & CO.
17 BATTERY PLACE
NEW YORK****SHIP BROKERS AND STEAMSHIP AGENTS AND GENERAL
COMMISSION MERCHANTS
GOVERNMENT FORM***Approved by the New York Produce Exchange, November 6th, 1913*

THIS CHARTER PARTY made and concluded upon in the City of *London*, the *25th* day of *April, 1916*, Between Messrs. *The* *Co. of New York*
Disponents [Agents for Owners] of the good *English Screw Steamship* of *London*, of *4548* tons gross register, and *3171* tons net register, having engines of *403* nominal horse power and with hull, machinery and equipment in a thoroughly efficient state, and classed *100 A1* at *Lloyd's* of about *390,000* cubic feet [grain] *bale* capacity *excluding 300 tons permanent bunkers* and *about 7900 tons total dead weight capacity* (cargo and bunkers, including stores [not exceeding fifty tons) on *Lloyd's* Summer freeboard, inclusive of permanent bunkers, which are of the capacity of about tons of coal] now *trading* and *Messrs.* & *Co.*, Charterers of the City of *London*.

WITNESSETH, That the said Owners agree to let, and the said Charterers agree to hire the said Steamship from the time of delivery, for [about] *a voyage from Calcutta to the States (via Cape or Panama Canal) between Cape Hatteras and Boston, both inclusive, calling at usual coaling stations.* Charterers to have liberty to sublet the Steamer for all or any part of the time covered by this Charter, but Charterers remaining responsible for the fulfilment of this Charter Party.

Steamer to be placed at the disposal of the Charterers, at *Calcutta*, in such dock or at such wharf or place (where she may always safely lie afloat, at all times of tide), as the Charterers may direct, and being on her delivery ready to receive cargo with clean-swept holds and tight, staunch, strong and in every way fitted for the service, having water ballast, steam winches and donkey boiler with capacity to run all the steam winches at one and the same time (and with full complement of officers, seamen, engineers and firemen for a vessel of her tonnage), to be employed, in carrying lawful merchandise, including petroleum or its products, and passengers so far as accommodations will allow (but any expense necessary to fit the steamer to comply with United States Passenger Inspection laws to be borne by Charterers) in such lawful trades [between safe port and/or ports in British North America, and/or United States of America, and/or West Indies, and/or Central America, and/or Caribbean

¹ See Manual on *Marine Insurance*, by S. S. Huebner.

² Clauses enclosed in [] were eliminated from the printed form; those in italics were inserted with typewriter.

Sea, and/or Gulf of Mexico, and/or Mexico, and/or South America] as above [and/or Europe, and/or Africa, and/or Asia, and/or Australia, excluding River St. Lawrence from October 1st to May 1st, White Sea, Black Sea and the Baltic out of season, Magdalena River, and all unsafe ports:]

as the Charterers or their Agents shall direct, on the following conditions:

1. That the Owners shall provide and pay for all provisions, wages and Consular shipping and discharging fees of the Captain, Officers, Engineers, Firemen and Crew; shall pay for the insurance of the vessel, also for all the cabin, deck, engine-room and other necessary stores, and maintain her class and keep the steamer in a thoroughly efficient state in hull, machinery and equipment for and during the service.

2. That the Charterers shall provide and pay for all the Coals except as otherwise agreed. Port Charges, Pilotages, Agencies, Commissions, Consular Charges (except those pertaining to the Captain, Officers or Crew), and all other usual expenses except those before stated, but when the vessel puts into a port for causes for which steamer is responsible, then all such charges incurred shall be paid by owners, but should vessel be driven into port or to anchorage through stress of weather or any accident to cargo such detention and loss of time to be at Charterers' risk and expense.

Charterers are to provide necessary dunnage and shifting boards but Owners to allow them the use of the dunnage and shifting boards already aboard Steamer. Charterers to have the privilege of using shifting boards for dunnage, they making good for any damage thereto.

3. That the Charterers shall accept and pay for all Coal in the Steamer's Bunkers and the Owners shall, on expiration of this Charter Party, pay for all Coal left in the Bunkers at the current market price at the respective places where she is delivered to them.

4. That the Charterers shall pay for the use and hire of the said Vessel \$70,000 say Seventy thousand U. S. Dollars [British Sterling] per Calendar Month, commencing on and from the day of her delivery, as aforesaid, and at and after the same rate for any part of a month; hire to continue until the hour of the day of her re-delivery in like good order and condition, ordinary wear and tear excepted, to the Owners (unless lost) at a port in the States between Cape Hatteras and Boston, both inclusive, in Charterers' option.

5. Payment of said hire to be made in New York in cash [at the current short sight rate of Exchange, or in approved Bankers' sight bills on London, at Owners' option, semi-] monthly, in advance, and for the last half month or part of same the approximate amount of hire, and should same not cover the actual time, hire is to be paid for the balance day by day, as it becomes due. If so required by Owners, unless bank guarantee or deposit is made by the Charterers, otherwise failing the punctual and regular payment of the hire, or bank guarantee, or any breach of the Charter Party as herein specified, the Owners shall be at liberty to withdraw the vessel from the service of the Charterers, without prejudice to any claim they (the Owners) may otherwise have on the Charterers in pursuance of this charter. Delivery to count from 7 a. m. on the working day following that on which written notice has been given before 4 p. m., but if required by Charterers, loading to commence at once, such time used to count as hire.

6. That the cargo or cargoes be laden and/or discharged in any dock or at any wharf or place that the Charterers or their Agents may direct, provided the Steamer can always safely lie afloat at any time of tide, except at such places where it is customary for similar size steamers to safely lie aground.

7. That the whole reach of the Vessel's Holds, Decks, and usual places of loading and accommodations of the Ship (not more than she can reasonably stow and carry), shall be at the Charterers' disposal, reserving only proper and sufficient space for Ship's officers, crew, tackle, apparel, furniture, provisions, stores and fuel.

8. That the Captain shall prosecute his voyages with the utmost despatch, and shall render all customary assistance with Ship's crew and boats. The Captain (although appointed by the Owners), shall be under the orders and direction of the Charterers as regards employment or agency; and Charterers are to load, stow, and trim the cargo at their expense under the supervision of the Captain, who is to sign Bills of Lading for cargo as presented, in conformity with Mates' or Tally Clerks' receipts. Owners to give Time Charterers the benefit of their Protection and Indemnity Club Insurances to the same extent that Owners themselves would have been protected, and in case of shortage or damage to cargo, Charterers to bear the franchise according to the Club rules, which Owners would have otherwise borne.

9. That if the Charterers shall have reason to be dissatisfied with the conduct of the Captain, Officers, or Engineers, the Owners shall on receiving particulars of the complaint, investigate the same, and, if necessary, make a change in the appointments.

10. That the Charterers shall have permission to appoint a Supercargo, who shall accompany the steamer and see that voyages are prosecuted with the utmost despatch. He is to be furnished, free of charge, with first-class accommodations, and same fare as provided for Captain's table. Provided, Charterers do not use the Supercargo privilege, owners to victual Pilots, Tally Clerks, Stevedores' Foreman, Customs Officers, etc., as customary, free, but if Supercargo privilege is used, Charterers to pay victualing of Pilots, Tally Clerks, etc., at the rate of 25c. per meal.

11. That the Master shall be furnished from time to time with all requisite instructions and sailing directions, and shall keep a full and correct Log of the voyage or voyages, which are to be patent to the Charterers or Agents, and to furnish the Charterers, their Agents or Supercargo, when required, a true dally copy of Logs, showing the course of steamer and distance run and the consumption of coal.

12. That the Master shall use diligence in caring for the ventilation of the cargo.

13. [That the Charterers shall have the option of continuing this charter for a further period of] [days previous to] [giving notice thereof to the Owners or their Agents] [the expiration of the first named term, or any declared option.]

14. That if required by Charterers, time not to commence before 25th April, 1916 and should Steamer not be ready for delivery on or before 25th May next, Charterers or their Agents to have the option of cancelling this Charter at any time not later than the day of Steamer's readiness.

15. That in the event of the loss of time from deficiency of men or stores, fire, breakdown or damages to hull, machinery or equipment, grounding, detention by average accidents to ship or cargo, dry-docking for the purpose of examination or painting bottom, or by any other cause preventing the full working of the vessel for more than 24 consecutive hours the payment of hire shall cease for the time thereby lost; and if upon the voyage the speed be reduced by defect in or breakdown of any part of her hull, machinery or equipment, the time so lost, and the cost of any extra coal consumed in consequence thereof, [and all extra expenses] shall be deducted from the hire.

16. That should the Vessel be lost, money paid in advance and not earned (reckoning from the date of loss or being last heard of) shall be returned to the Charterers at once. The act of God, enemies, fire, restraint of Princes, Rulers and People and all dangers and accidents of the Seas, Rivers, Machinery, Boilers and Steam Navigation, and errors of Navigation throughout this Charter Party, always mutually excepted.

17. That should any dispute arise between Owners and the Charterers, the matter in dispute shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them, shall be final, and for the purpose of enforcing any award, this agreement may be made a rule of the Court.

18. That the Owners shall have a lien upon all cargoes, and all sub-freights for any amounts due under this Charter, and the Charterers to have a lien on the Ship for all moneys paid in advance and not earned, and any overpaid hire or excess deposit to be returned at once.

19. That all derelicts and salvage shall be for Owners' and Charterers' equal benefit after deducting Owners' and Charterers' expenses and Crews' proportion. General average, if any, to be according to York-Antwerp Rules, 1890.

If the Owners of the ship shall have exercised due diligence to make said ship in all respects seaworthy, and properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from fault or negligence of the pilot, master or crew, in the navigation or management of the ship, or from latent or other defects, or unseaworthiness of the ship, whether existing at time of shipment or at the beginning of the voyage, but not discoverable by due diligence, the Consignees or Owners of the cargo shall not be exempted from liability for contribution in General Average, or for any special charges incurred, but with the Shipowner, shall contribute in General Average, and shall pay such special charges, as if such danger, damage or disaster had not resulted from such fault, negligence, latent or other defect, or unseaworthiness.

20. Coals used by steamer while off hire, also for cooking, condensing water for crew's use, or for grates and stoves to be agreed to as to quantity, and the cost of replacing same, to be allowed by Owners.

21. [That as the Steamer may be from time to time employed in tropical waters during the term of this Charter, Steamer is to be docked, bottom cleaned and painted whenever Charterers and Master think necessary, at least once in every six months, reckoning from time of last painting, and payment of the hire to be suspended until she is again in proper state for the service.]

22. Owners shall provide gear (for all derricks) capable of handling lifts up to three tons, and maintain the gear of the ship as fitted, also provide ropes, falls, slings and blocks; but gear for heavier lifts shall be for Charterers' account. Owners also to provide lanterns and oil for nightwork, and steamer to give use of electric light, when so fitted. The Charterers to have the use of any gear on board the steamer.

23. Steamer to work night and day, if required by Charterers, and all steam winches to be at Charterers' disposal during loading and discharging; steamer to provide men to work same day and night, as required, Charterers agreeing to pay winchmen, deck hands and donkeymen for work done between 6 P. M. and 6 A. M. and on Sundays, at the rate of 18c. per hour for winch operators and deckhands, and 20c. per hour for Donkeymen. If the rules of the port, or labor unions, prevent crew from driving winches, shore winchmen to be paid by Charterers. In the event of short steam, or a disabled winch, or winches, Owners to pay for shore engine, or engines, in lieu thereof, if required, and pay any loss of time occasioned thereby.

24. It is also mutually agreed that this Charter is subject to all the terms and provisions of and all the exemptions from liability contained in the Act of Congress of the United States approved on the 13th day of February, 1893, and entitled "An Act relating to Navigation of Vessels, etc." and also subject to the rules governing the Steamship Trade of the New York Produce Exchange.

25. Nothing herein stated is to be construed as a demise of the Steamer to the Time Charterers. The Owners to remain responsible for the navigation of the Steamer, insurance, crew, and all other matters, same as when trading for their own account.

26. A commission of Five per cent. upon the gross amount of this Charter, payable by the Steamship and Owners due to AND COMPANY, upon [the signing hereof] hire as earned Steamship lost or not lost, and also upon any continuation or extension of this Charter or on sale of Vessel.

27. An address commission of 2½ per cent. payable to Messrs. & Co.

28. Penalty for non-performance of this Contract, estimated amount of damages.

For and on behalf of the Agents.
by cable authority of Messrs. By cable authority from
& Co., N. Y. dated at 19.....
(Signed) & Co.,

As Agents

..... Witness to the signature of
per pro & Co.,
(Signed) 29/4/16

WE HEREBY CERTIFY the above to be a true copy of the original Charter Party in our possession.

Brokers

Note:

TIME CHARTER—SPECIAL CLAUSE.

It is a condition of this charter and the charterers undertake that:—

(1) The ship shall be employed only in such trades and employments and shall carry only such goods, persons and things as are lawful for a British ship and are not for the time being prohibited by His Majesty's Government.

(2) The ship shall not be used nor be documented in any such way nor shall she carry any such cargo or any cargo so documented as would expose her to seizure or condemnation by Great Britain or any of her Allies.

(3) There shall not be any breach of any of the warranties which are now or may during the continuance of this charter be contained in the policies or contracts of insurance of the ship with the War Risks Insurance Association in which the Ship is entered. The warranties now contained in such policies are as follows:—

- (a) That the ship shall be employed in commercial trading.
- (b) That the ship shall not engage in any trade prohibited by His Majesty's Government or by the Committee of the Association, and shall comply as far as possible, with the orders of His Majesty's Government and the directions of the Committee as to sailing, routes, ports of call, stoppages, arrival and otherwise.
- (c) That the ship shall leave an enemy's port within the days of grace allowed by the enemy and shall comply with the terms of any pass granted by the enemy.
- (d) That the ship shall not enter or leave, or attempt to enter or leave, any port which is known to be blockaded by the enemy.

Upon breach of any of the conditions and undertakings mentioned in this clause, the owners shall have the right at any time to withdraw the ship from the service of the charterers, without prejudice to any claim they, the owners, may have on the charterers in pursuance or for breach of this charter.