

1902.

NEW ZEALAND.

SHIPS CHARTERED BY NEW ZEALAND GOVERNMENT
FOR SOUTH AFRICA :

NAMES AND REGISTERED TONNAGE, ETC.

Return to an Order of the House of Representatives dated the 10th July, 1901.

Ordered, "That there be laid before this House a return showing,—(1) The names and registered tonnage of all ships chartered by the New Zealand Government for the purposes of carrying troops, horses, or cargo from this colony to South Africa for the two years ending the 30th June, 1901; (2) the terms of charter for each vessel; (3) the number of troops carried by each vessel; (4) the names of the firms from whom such vessels were chartered; (5) the credits, if any, on account of passengers or cargo; and (6) the amount, if any, refunded, or expected to be refunded, by the Imperial Government on account of each vessel."—(Mr. MASSEY.)

1. NAMES and REGISTERED TONNAGE of all Ships chartered by the New Zealand Government for the Purposes of carrying Troops, Horses, or Cargo from the Colony to South Africa for the Two Years ending the 30th June, 1901.

Name of Steamer.	Gross Registered Tonnage.	Net Registered Tonnage.
Gymeric	4,002	2,598
Tropea	4,013	2,603
Undaunted	3,159	2,026
Ormazan	3,238	2,056
Monowai	3,433	2,137

2. TERMS OF CHARTER FOR EACH VESSEL.

"Undaunted."

Terms £8,500, with a guaranteed deadweight-capacity of 3,100 tons. Thirty-five working-days to load and discharge. To load at three ports in New Zealand and to discharge at two ports in South Africa. Other terms and conditions as per charter-party attached.

"Gymeric."

Terms £12,375, with a guaranteed deadweight-capacity of 4,500 to 5,000 tons. Thirty-five working-days to load and discharge. To load at three ports in New Zealand and to discharge at two ports in South Africa. Other terms and conditions as per charter-party attached.

"Ormazan."

Terms £12,500, with a guaranteed deadweight-capacity of 4,400 tons. Thirty-five working-days to load and discharge. To load at three ports in New Zealand and to discharge at two ports in South Africa. Other terms and conditions as per charter-party attached.

"Tropea."

Terms £12,375, with a guaranteed deadweight-capacity of 4,500 tons. Thirty-five working-days to load and discharge. To load at three ports in New Zealand and to discharge at two ports in South Africa. Other terms and conditions as per charter-party attached.

"Monowai."

Terms £12,000, with £1,000 extra if she went to Durban, £45 per day for victualling and cost of horse-fittings. Carried no produce nor passengers.

3. NUMBER OF TROOPS CARRIED BY EACH VESSEL.

Name of Steamer.	Officers and Men.	Horses.
Gymeric	333	422
Tropea	23	180
Ormazan	55	502
Undaunted	16	96
Monowai	241	222

4. NAMES of the FIRMS from whom such Vessels were chartered.

Name of Steamer.	Name of Firm from whom chartered.
Tropea	Birt and Co. (Limited), Sydney.
Gymeric... ..	Houlder Bros. and Co., Sydney.
Ormazan	Birt and Co. (Limited), Sydney.
Undaunted	Davies and Fehon, Sydney.
Monowai	Union Steamship Company, New Zealand.

5. The CREDITS, if any, on Account of Passengers or Cargo.

<i>"Undaunted."</i>		£	s.	d.
Freights per Messrs. Kinsey and Co., Lyttelton		7,175	7	4
NOTE.—In addition to freight earned as per above credit, this steamer carried free of freight 30 horses (the gifts of the Otago people), and 66 horses presented by the New Zealand Government, with 16 attendants. The estimated value of the freight of the horses is £25 each				
Fares of attendants at £15 each		2,400	0	0
		240	0	0
		<u>£9,815</u>	<u>7</u>	<u>4</u>
<i>"Tropea."</i>		£	s.	d.
Freights per Messrs. Kinsey and Co., Lyttelton		10,515	5	4
NOTE.—In addition to freight earned as per above credit, this steamer carried free of freight 180 horses, to be divided amongst the New Zealand contingents at the front, and 23 attendants. The estimated value of the freight of the horses is £25 each				
Fares of attendants at £15 each		4,500	0	0
		345	0	0
		<u>£15,360</u>	<u>5</u>	<u>4</u>
<i>"Ormazan."</i>		£	s.	d.
Freights per Messrs. Kinsey and Co., Lyttelton		1,454	10	6
Freights per Messrs. Bannatyne and Co., Wellington		25	14	3
Freights per Messrs Paterson and Co., Dunedin		318	13	5
		<u>1,798</u>	<u>18</u>	<u>2</u>
NOTE 1.—In addition to freight earned as per above credits, this steamer carried 200 horses sold to the Imperial Government at £45 each landed at Durban. These horses cost on the average £20 each f.o.b., and the estimated value of the freight is £25 each				
		5,000	0	0
NOTE 2.—In addition to the above 200 horses, the "Ormazan" carried 302 horses with attendants on account of the Imperial Government, for which it paid as per credit				
		6,250	0	0
		<u>£13,048</u>	<u>18</u>	<u>2</u>
<i>"Gymeric."</i>		£	s.	d.
Freights per Messrs. Kinsey and Co., Lyttelton		1,015	0	8
NOTE.—In addition to freight earned as per above credit, the Imperial Government paid for the use of this steamer as a transport the sum of ...				
		13,808	13	11
		<u>£14,823</u>	<u>14</u>	<u>7</u>

6. AMOUNTS, if any, REFUNDED, or expected to be refunded, by the Imperial Government on Account of each Vessel.

Name of Vessel.	Amount.
Ormazan	£6,250 paid by the Defence Department on behalf of Imperial Government.
Gymeric	£13,808 13s. 11d. paid by the Imperial Government.
Monowai	£18,135 paid by Imperial Government.

CHARTER PARTIES.

"UNDAUNTED."

Cape—Steam.

It is this day mutually agreed between Lewis James Davies and William Adolphus Fehon (trading as "Davies and Fehon"), of Sydney, in the Colony of New South Wales, merchants, the Chartered Owners with right of sub-charter of the good steel steamship called the "Undaunted," of the registered tonnage of 3,159 tons or thereabouts, fitted with engines of 274-horse power nominal, provided with Lloyd's and or Board of Trade certificate for hull and machinery, and classed A1, now on a voyage to Newcastle from Japan, and the Honourable Joseph George Ward, Minister of Commerce for the Government of New Zealand, for and on behalf of the said Government, of the other part:

That the ship, on Chartered Owner's account, on arriving at Newcastle, with all despatch to discharge her present cargo, if any, and load a cargo of coal on Chartered Owner's account, and with all speed proceed to a port in New Zealand and there unload, and thereafter with all despatch proceed to first port of loading as is hereinafter provided;

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 will all convenient speed after the discharge of her inward cargo, which will be taken to include the cargo of coal to be shipped from Newcastle to New Zealand, proceed to load at any three 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 agents) to two safe ports in the British possessions in South Africa in their geographical order as ordered by the Charterer, and there deliver her cargo at any dock, pier, or place as ordered by Charterer or his agents where the steamer can safely lie always afloat:

Charterer or his agent to have the option of moving 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, 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 Chartered Owners 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 Charterers.

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 eight thousand five hundred pounds (£8,500), the same to be paid to the Chartered Owners, the Charterer to pay all port dues, pilotages, and all other expenses, except wages and provisions for crew, coals, and engine-room stores.

Payment whereof shall be made in sterling at Sydney—four thousand two hundred and fifty pounds on steamer being placed at disposal of Charterer at first port of loading, and the balance of freight to be paid at Sydney on receipt of cable by Charterer of arrival of vessel at first discharging-port in South Africa.

Chartered Owners undertake to place at the disposal of the Charterer three thousand one hundred tons deadweight-capacity, the estimated cargo-capacity of which is believed by Chartered Owners to be about four thousand five hundred tons, weight and measurement being allowed in fair proportions, but not guaranteed exclusive of bunkers, &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 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.

"TROPÆA."

Cape—Steam.

It is this day mutually agreed between Birt and Company (Limited), (hereinafter called "the Company"), the charterers with right of sub-charter of the good steel steamship called the "Tropea," of the registered tonnage of 4,013 tons gross and 2,603 tons net or thereabouts, fitted with engines of 317-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 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 the 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 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 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 the 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, 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 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 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 three hundred and seventy-five pounds (£12,375), on an estimated deadweight-capacity of four thousand five hundred (4,500) tons of twenty hundredweights, 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, of twenty hundredweights 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 twenty-fourth 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 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 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 in 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 of 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 the 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 the 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, including quarantine, incurred thereby. 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 and 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 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 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 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 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, this twelfth day of March, A.D. 1900.

Witness—E. C. BECKETT.

BIRT AND CO. (LIMITED).

“ORMAZAN.”

Cape—Steam.

It is this day mutually agreed between Birt and Co. (Limited), (hereinafter called “the Company”), the charterers with right of sub-charter of the good steel steamship called the “Ormazan,” of the registered tonnage of 3,238 tons gross and 2,056 tons net or thereabouts, fitted with engines of 286-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 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.

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

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 *viâ* 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

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-party that the Company are in no way to be made responsible for passengers or cattle-men, but if the 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, including quarantine, incurred thereby. 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 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 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 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, this third day of March, A.D. 1900.

Witness—H. WHITTINGHAM.

HOULDER BROS. AND Co. (LIMITED)
(Frank Houlder, Director).

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