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London, 24th October, 1871.

MEMORANDUM of CHARTER entered into between G. H. Harrington, Esq., for self and other Owners of the ship or vessel called "England," A1, 860 tons N.N.M., whereof he is Master, now in London, and Shaw, Saville, and Co., Brokers and Charterers.

THE said owners undertake that the said ship being tight, staunch, and strong, and every way fitted for the voyage, and the ship, with her cabin and between decks cleaned, painted, and fit for the inspection of passengers, to the satisfaction of the charterers, shall forthwith be made ready, and proceed to such dock in London as the charterers may require, and shall there and in the river receive and take on board all such goods, passengers, &c., as may be required by the charterers, and thereupon, and on being despatched, shall forthwith, and with all due speed, proceed to one Port Wellington (as required by the charterers), in New Zealand, and there shall deliver the said cargo from alongside at the wharf, as per bills of lading.

The whole ship, including poop and deck houses, is to be at the disposal of the charterers, for the conveyance of goods, passengers, specie, acids, gunpowder, and such other goods and cattle, excepting the room requisite for the crew and stores (they having the use of her raft ports, if any, and liberty to remove stanchions if required). Any cargo that, according to law, is not allowed to be stowed below, is to be carried on deck, as well as any other deck freight (provided sufficient space is left for navigating the vessel), the master being guaranteed against the dangers and accidents of the sea. The master to sign bills of lading in the usual customary manner, and at any rate of freight without prejudice to this agreement, for which purpose he is to attend daily at the charterers' office if required.

The stevedore recommended by the charterers to be employed at the risk and expense of the ship, and under the direction of the master, to take in and stow the cargo—the charterers not being responsible for improper stowage. Should it be necessary to ship ballast, the same is to be provided by the owners.

The room reserved for ship's tackle, apparel, provisions, water, &c., is not to exceed seven tons of forty cubic feet for every hundred tons of the ship's register N.N.M.; and if any excess above this is shipped, freight thereon is to be charged at current rates, and deducted from the first payment under this agreement.

The ship to take Government stores, troops, and passengers, should they offer; and the owners hereby authorize the said Shaw, Saville, and Co. to sign, on their behalf, any tender for the same. The owners also undertake that the ship shall in every respect pass for the conveyance of passengers and troops, according to the Government survey.

The master is to issue or cause to be issued to the several classes of passengers their provisions and other stores, according to the scales of victualling, provided for the purpose; and also to such passengers as the law allows, and as shall be willing to purchase the same, the wines, spirits, and beer put on board by the owners, and receive from the said passengers the price thereof, at the rates fixed by the charterers. The master to keep, or cause to be kept, an accurate daily account of such issues, and to land and deliver to the agents of the charterers all surplus stores, fittings, water tanks, &c., and account to them for the same as aforesaid, according to the forms to be furnished him by the charterers.

The cabin furniture, necessary linen and ware for the cabin table, as now on board, a sufficient staff of stewards, cooking, cooking apparatus for the passengers generally, to pass the survey of the Emigration Commissioners, and proper accommodation for the live stock and poultry, are to be provided by the said owners; and the ship is to be manned, properly ventilated, and found in all manner of rigging, sails, boats, and appurtenances whatsoever by the said owners, according to the requirements of the Emigration Officer at this port.

The cargo is to be brought to and taken from alongside free of expense and risk to the ship; and the passengers to be landed, with their baggage, by the ship, according to the Passengers Act.

The vessel to be subject to the usual and ordinary Custom House and printing and advertising charges, not exceeding £10, of a vessel loading on the berth for owner's benefit, and to be consigned to the agents of the charterers at the port of discharge, paying the usual commission of 5 per cent. on the amount of freight paid in the Colony under this charter party.

On the completion of loading, all responsibility of the charterers shall cease, as regards cargo, passengers, and Passengers Act, the charterers having the right to insure the passage money against the liabilities of the Act at owners' expense.

In consideration whereof Shaw, Saville, and Co. agree to pay for the use and hire of the said ship the sum of £1,600 pounds, in manner following—two-thirds by bills at three months after the final sailing of the ship, or in cash equal thereto, at charterers' option, and the balance in the Colony on the due landing of passengers and cargo there.

Surgeon, provisions, water casks, and joiner's fittings to be provided for the passengers by the charterers, and all other necessities as required for ships despatched by Her Majesty's Emigration Commissioners, to be found by the owners.

Thirty running days, Sundays and holidays excepted, are to be allowed the said charterers for sending cargo alongside, reckoning from the arrival of the vessel at the loading berth with a completely clear hold, masts and rigging aloft and in order, purchase rigged for taking in cargo, and the ship in every respect ready to load as above named. The owners further engage that the ship shall be ready to leave the docks at the expiration of the said laying days, or sooner, if required by the charterers. If the ship be not ready, either on the owners' or charterers' part, as above named, then demurrage to be paid by the party in default at the rate of five pounds per day (Sundays and holidays excepted); but three clear days are to be allowed the charterers free of demurrage, for proper completion of stowage, the embarkation of passengers, and despatch of the vessel. In the event of the navigation of the river or docks being suspended from frost, the lay days are not to be reckoned during such period; and in the event of hostilities breaking out between England and a Maritime Power, charterers to have the right to cancel this charter party.