

Form C. Adopted 1913.

APPROVED BALTIMORE BERTH GRAIN CHARTER PARTY STEAMER

Geneva, 19...

It is this day Mutually Agreed, BETWEEN,.....

owners of the Steamship

of.... built.... at.... of.... net tons register, or thereabout, and guaranteed.... Qrs. Of 480 lbs. of Heavy Grain 10 per cent, more or less capacity and/or.... Qrs. of 320 lbs. of Oats, 10 per cent, more or less capacity, classed.... in.... now.... and, Charterers.

That the said Steamship being tight, staunch and strong, and in every way fitted for the voyage, with liberty to take outward cargo to.... for owners' benefit, shall with all convenient speed sail and proceed to

and there load, always afloat, from said Charterers, or their agents, a full and complete cargo subject to limits above guaranteed of WHEAT, and/or INDIAN CORN, and/or RYE, and/or OATS.

Orders as to loading port to be given within 24 hours after receipt of notice of arrival at port of call in the United States, if in ballast: or before 12 o'clock noon on the day of completion of discharge at a port in the United States, if with cargo, except on Saturdays, when orders shall be given before 11 o'clock A.M. If not discharged on the day on which demand for loading port is made, vessel to ask again for orders. Vessel to load under inspection of Underwriters' Agents, at her expense and to comply with their rules, not exceeding what she can reasonably stow and carry over and above her Cabin, Tackle, Apparel, Provisions, Fuel and Furniture, and being so loaded shall therewith proceed to ANTWERP, AMSTERDAM, ROTTERDAM, LIVERPOOL, GLASGOW, BELFAST, DUBLIN, HULL, NEWCASTLE, LEITIL, PLYMOUTH, SOUTHAMPTON; LONDON (excluding Tilbury Docks) or AVONMOUTH (if ordered to a port in the Bristol Channel vessel to discharge in accordance with the rules of the Bristol Channel and West England Corn Trade Association).....

one Port only, as ordered on signing Bills of Lading, and there deliver the same, agreeable to Bills of Lading, on being paid freight, in British Sterling or its equivalent, as follows: (but free of extra freight in Bills of Lading if ordered to London).

all English weights delivered.

Charterers have the privilege of ordering vessel to.

in which case rate of freight shall be. pence per quarter more than all above rate.

Captain to call at Charterers' Office, as requested, and sign Bills of Lading, as presented, without prejudice to this Charter Party, any deficiency to be paid at Port of Loading in cash, less insurance, and any surplus over and above estimated freight to be settled there before the Vessel clears at the Custom House, by Captain's draft, in Charterers' favor, upon Consignee, payable five days after arrival at Port of Discharge.

Stevedore employed by vessel to be approved by Charterers.

Steamer to be loaded according to berth terms, with customary berth dispatch, and if detained longer than five days, Sundays and holidays excepted, Charterers to pay demurrage at the rate of four pence (4d). British Sterling or its equivalent per net register ton per day, or pro rata, payable day by day, provided such detention shall occur by default of Charterers or their agents.

Notification of the Vessel's readiness must be delivered at the office of the Charterers or their agents, at or before 4 P.M. (or at or before 12 M.. noon, if on Saturday) Vessel also having been entered at the Custom House, accompanied by pass of the inspector of Vessel's readiness in all compartments, and the lay days will then commence at 7 A.M. on the next business day.

Time for loading, if required by Charterers, not to commence before the. day of. 19.

Should the Steamer not be passed by Board of Underwriters Surveyor as ready for cargo at her Loading Port before 12 o'clock noon on the

. day of . 19. followed by the presentation of said Surveyor's pass to the Charterers or their agents at their office before said hour, the Charterers or their agents shall at said hour and at any time after not later than the presentation of the Surveyor's pass at said office, have the option of cancelling this Charter Party.

It is also mutually agreed that this contract shall be completed and be superseded by the signing of Bills of Lading on the same form as in use by regular steamers from loading port to port of destination: or, if port of destination be one to which

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there is no regular line of steamers from loading port, this contract shall be superseded by signing of Bills of Lading in the form customary for such voyages for grain cargoes, which Bills of Lading shall however contain the following clauses:

1. "It is also mutually agreed that the Carrier shall not be liable for loss or damage occasioned by causes beyond his control, by the perils of the seas or other waters, by fire from any cause or wheresoever occurring, by barratry of the master or crew, by enemies, pirates or robbers by arrest and restraint of Princes, rulers or people, by explosion, bursting of boilers, breakage of shafts or any latent default in hull, machinery or appurtenances, by collisions, stranding or other accidents of navigation of whatsoever kind. (even when occasioned by the negligence, default or error in judgment of the pilot, master, mariners or other servants of the ship owner, not resulting, however, in any case, from want of due diligence by the owners of the ship or any of them, or by the Ship's Husband or Manager)."
2. "General Average shall be payable according to York/Antwerp Rules Average Bond with values declared therein to be signed, also sufficient security to be given as required by master or agents. If the owner shall have exercised due diligence to make the Steamer in all respects "seaworthy and to have her properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from faults or errors in navigation, or in the management of the steamer, or from any latent defect in the steamer, her machinery or appurtenances, or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (provided the latent defect or the unseaworthiness was not diseaverable by the exercise of due diligence), the consignees or Owners of the cargo shall, nevertheless, pay salvage, and any special charges incurred in respect of the cargo, and shall contribute with the shipowner in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred for the common benefit, or to relieve the adventure from any common peril, all with the same force and effect, and to the same extent, as if such danger, damage or disaster had not resulted from or been occasioned by faults or errors in navigation or in the management of the vessel, or any latent defect or unseaworthiness."
3. "It is also mutually agreed that this contract 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.' "
4. "Cargo to be received at destination as fast as vessel can deliver during ordinary working hours any customs of the port to the contrary notwithstanding: but receivers of the cargo are in no case obligated to take delivery at night without their consent, and in any event the steamer must bear all extra expenses incurred by working at night." This clause to be expressly stipulated in all Bills of Lading, except those for British Channel Ports.
5. "In the event of steamer being ordered to discharge in Scandinavia, The Sound, Baltic or Gulf of Finland, or, if ordered inside Gibraltar, Steamer to "have the privilege of coaling en route."
6. "Vessel to have a lien on the cargo for all freight, dead freight, demurrage or average."

Charterers' liability under this Charter to cease on cargo being shipped

The said Charterers, or their Agents, are to have the privilege of transferring this Charter to others (guaranteeing to the Shipowner the due fulfillment of this Charter.)

Cash for vessel's ordinary disbursements at Port of Loading to be advanced by Charterers, if required by Master, at current rate of exchange, subject to insurance and two and a half percent commission.

A Commission of . and the customary freight brokerage is due on signing of this Charter Party to. on gross freight, dead freight and demurrage. Vessel lost or not lost, whose agents at Port of Loading are to attend to ship's business on customary terms. Penalty for non performance of this agreement, estimated amount of freight.

If the steamer loads at a port in the Gulf, owner to have the privilege of coaling at Norfolk or Newport News.

As agents by cable authority of

WE HEREBY CERTIFY, That this is a true and correct copy of the original Charter Party in in file in our office.

BROKERS