

C.(Ore)7

MEDITERRANEAN

IRON ORE

Geneva,

1. IT IS THIS DAY MUTUALLY AGREED BETWEEN owners of the good Steamship or vessel called the of tons net register, now trading and expected ready to load about the and Charterers.
2. That the said Ship being warranted tight, staunch, and strong, and in every way fitted for the voyage, shall after delivery of her outward cargo, proceed with all convenient speed to and there load always afloat in the customary manner, free of turn, when, where and as soon as ordered by Shipper's agent a full and complete Cargo of Iron Ore, say about tons, not exceeding what she can reasonably stow and carry over and above her Tackle, Apparel, Provisions and Furniture, and being so loaded, shall with all convenient speed proceed to and there deliver the same as customary, when, where and as directed by Consignee, to whom written notice is to be given during office hours, 9 a.m. to 5 p.m., or Saturdays 9 a.m. to 1 p.m., of the Vessel being ready to discharge, Ship paying for discharging, One shilling per ton on quantity delivered, also craneage if discharged in a Scottish port.
3. Freight to be paid at and after the rate of per ton of 20cwt. delivered, in full of all port charges, pilotages, consulages, light dues, trimming, lighterage, and all other dues usually paid by Steamers, including dues on Cargo as customary if Steamer discharges at a Scottish port. If the Steamer is ordered to Briton Ferry to discharge she shall proceed to the Briton Ferry Iron Works Wharf and discharge there at her own risk, Master or Owners to satisfy themselves that ship may safely do so and there deliver the said Cargo, as customary, by night as well as by day.
4. Sufficient Cash (if required) for Ship's ordinary disbursements to be advanced at Port of Loading, at the current exchange, by Shippers against the receipt of the Master on Bills of Lading, less Three per cent. to cover commission, interest, and insurance, and the remainder of the freight to be paid on right and true delivery of the Cargo, in cash.
5. The cargo to be shipped at the rate of Tons and to be discharged at the rate of 500 tons per clear working day of 24 consecutive hours (weather permitting), Sundays and Holidays always excepted. Time lost by reason of all or any of the following causes shall not be computed in the loading or discharging time, viz: War, Rebellion, Tumults, Civil Commotions, Insurrections, Political Disturbances, Epidemics, Quarantine, Riots, Strikes, Lock-outs, stoppage of Miners, Workmen, Lightermen, Tugboatmen, or other hands essential to the Working, Carriage, Delivery, Shipment or Discharge of the said Cargo whether partial or general, or Accidents at the Mines, at Receiver's Works or Wharf, Landslip, Floods, Frost or Snow, Bad Weather, Intervention of Sanitary, Custom, and /or other constituted Authorities, Partial or Total Stoppage on Rivers, Canals or on Railways, or any other cause beyond control of Charterers, unless steamer is already on demurrage.
6. Time for loading to count from 6 a.m. after the Ship is reported and ready, and in free pratique (whether in berth or not), and for discharging from 6 a.m. after Ship is reported and in every respect ready, and in free pratique, whether in berth or not. Steamer to be reported during official hours only. In case Shippers can arrange to load or discharge on Sundays or Holidays, or before time commences to count, Captain to allow work to be done; half such time used to count. Time between 1 p.m. Saturday and 7 a.m. Monday not to count, unless used, in which case half such time actually used to count.
7. The Ship to unload barges sent alongside with all possible despatch (should this mode of shipping be used); and any delay incurred by not doing so is not to count as part of the lay days. The Ship to load and discharge as rapidly as possible, and give use of steam winches and steam free of expense, and crew to drive the winches, if permitted by local labour regulations, otherwise shore hands to be employed, and Charterers to pay cost of same. The Ship to work at night, if requested to do so, all extra expenses incurred thereby being paid by Owners unless steamer is on demurrage. The Ship to keep the steam winches in good working order.
8. Demurrage (if any) at the rate of eightpence per ton per running day on the total quantity of cargo delivered but in no case less than £50 per day.
9. Charterers to have the right to average the days allowed for loading and discharging.
10. If any willful misrepresentation be made in respect of the size, position, &c., or should the Steamer not be in Loading Port and ready to load within 28 days from the date of this Charter Party, it shall be at the option of the Charterer whether or not he will load the vessel.
11. The Captain to sign Bills of Lading at any Freight required by Charterers, not less than Chartered rate. Cost of loading cargo is to be considered as advance of Freight and signed for accordingly, unless paid for in cash.

Charter party

12. The Steamer is to be addressed for the Custom House business to Charterers or their agents at Ports of Loading and Discharging on usual terms under a penalty of #20, which together with all brokerages and charges may be deducted from the freight. Agents at discharging port will be
13. Any averages occurring under this Charter to be settled according to York-Antwerp Rules, 1974.
14. Master to telegraph "Chartereres," as well as Charterer's agents at Port of Loading, should he have to put in at any Port or Ports.
15. In case of Jettison, the Captain to report the same to Consignees immediately on arrival.
16. An address commission of 2 1/2 per cent. to be paid to Charterer, on delivery of Cargo.
17. Shippers to put the mineral on board, Ship paying tenpence per ton on quantity delivered for such operation.
18. A Commission of one-third of Five per cent. on the gross amount of freight, dead freight, and demurrage is due to Charterers on delivery of cargo.
19. Ship to apply to for cargo, and wire them on leaving last Port of Discharge if there are telegraphic facilities, failing which Shippers to be allowed one day extra for loading.
20. The Act of God, the Queen's enemies, Arrest and /or Restraints of Rulers, Princes and People, Quarantine, Fire on Board, in Hulk or Craft or on Shore, Ice, Barratry of the Master and Crew, Enemies, Pirates, Robbers by land or sea, accidents to and damage and detention from Boilers, and of Machinery, Collisions, Stranding, Jettison, or from any act, neglect, default or error in judgment whatsoever of the Pilot, Master, Crew or other servants of the Shipowners in the management and/or the navigation of the Steamer, and all and every other Dangers and Accidents of the Seas, Rivers and Canals of whatever nature and kind whatsoever, before and during the said voyage always excepted. Steamer has liberty to call at any port or ports, in any order, or places, to bunker, or receive and/or deliver part cargo and/or passengers, or to deviate for the purpose of saving life or property, with leave to sail without Pilots, and tow or to be towed and assist vessels or to be assisted in all situations whatsoever. Salvage and/or towage for Owner's sole benefit. Ship not answerable for losses through explosion, bursting of boilers, breakage of shafts, or any latent defect in the machinery or Hull not resulting from want of due diligence by the Owners of the Ship or any of them or by the Ship's Husband or Manager.
21. All liability of Charterer shall cease on completion of loading and payment of advance, if any, Owner having lien on Cargo for freight, dead freight, and demurrage.
22. Extra duty (if any) in consequence of the Vessel not being British to be borne by Ship.
23. The Captain shall cover the hatch of each hold as soon as the loading into same has finished, and also all hatches when the loading or discharging has finished for the day, if the weather be wet or threatening; he shall also, during rain and snow, cover up all hatches by which loading or discharging is not actually going on. It is agreed that the Captain may send someone to check the weight of the cargo on delivery so as to avoid dispute, and weight as ascertained to be conclusive.
24. Owners accept the risk of detention which may arise if by reason of insufficient depth of water the steamer cannot get to a usual loading and/or discharging berth, as ordered, when same available.
25. Any time lost at discharging port owing to scarcity of wagons and/or labor is to be computed as lay days.
26. If through congestion at the Port of Discharge steamer is kept waiting off the port lay days are to commence to count as per Clause 6, but not until 36 hours from arrival (Sundays and holidays excepted).
27. In the event of any general strike, riot, insurrection, revolution or war, which may prevent the Shipment of Iron Ore under this Charter, the Owners in the event of no cargo having been loaded, have the option of canceling this Charter, or if any cargo has been loaded they have the right to proceed on the voyage with the cargo so loaded. In the latter case the time to count as lay days to be mutually agreed between Owners and Charterers.

At La Goulette the Charterers are not responsible for draught of water exceeding 20 1/2 English feet.

„ Marbella	„	„	„	„	„	21 1/2	„	„
„ Benisaf	„	„	„	„	„	23	„	„

NOTICE

SERIOUS LOSSES have recently been caused to Charterers by Captains signing Bills of Lading for a greater quantity than they knew to have been loaded.

OWNERS ARE REQUESTED to assist Charterers by warning the Captain not to sign Bills of Lading for one ton more than Captain believes to be on board his Steamer.

THE CAPTAIN should carefullt calculate from ships displacement the weight of cargo, and make sufficient allowance for weight of bunker coal, water, stores, &c.

OWNERS ARE PAID freight on output weight, and where Captains sign for an excessive quantity, dues paid by the Steamer on such excess are not recoverable.

A true copy of original Charter in possession.