

The Ocean Steam Ship Company Limited

AND

The China Mutual Steam Navigation Company Limited.

OUTWARDS

Shipped or delivered for shipment in apparent good order and condition by .....  
.....  
..... or on board the steam-ship.....  
lying in or off the port of **LIVERPOOL**,  
having liberty as regards the whole or any part of the goods, and at the risk of the owners thereof, before shipment, or at any time during the transit, as often as may be deemed expedient, to ship by or to tranship to any other vessels, or to land, or store, or put into hulk, craft, or lighter, or reship in the same or other vessel proceeding by any route, or forward by lighter, rail or any other conveyance, whether such other vessel, store, hulk, craft, lighter, or conveyance belong to the shipowners or not, and with liberty for the carrier to deviate, to call at any port or ports, in or out of the customary route, in any order and for any purpose ; to sail with or without pilots ; and to tow and assist vessels in all situations,  
  
PACKAGES,

being marked and numbered as per margin ; for delivery from the ship's deck (where the carrier's responsibility shall cease), subject to exceptions and conditions both general and special hereinafter mentioned, and to ship's engagements not hereby disclosed, and though altering the voyage or involving a deviation therefrom, at the port of

or so near thereunto as she may safely get (*the act of God ; enemies ; robbers or thieves by land or sea, whether on board or not, or in the service of the owners of the carrier ; restraint of princes, rulers, or people ; any act or default of the Sues Canal Authorities ; land damage ; and loss or damage, arising directly or indirectly in store, on wharf, in craft, or on board before, during, or after loading, or until delivery is completed, from vermin, rain, spray, insufficient packing, hookholes, inaccuracies, obliteration, errors, insufficiency or absence of marks, numbers, address or description, effects of climate, heat of holds, leakage, liquefaction, ullage, drainage, breakage, rotting of packages, decay, putrefaction, chemical action, sweat, smell, evaporation, frost, fumigation, contact with goods, the ship or anything in the ship, rust, machinery, boilers, steam or coal dust, failure of material or gear, wreck, stranding, collision with anything whatsoever, explosion, heat, fire or water in ship or shed in craft or on quay, jettison, barratry, desertions of crew, strikes, lockouts, riots, misfeasance, error in judgment, negligence or default of owners, agents, stevedores, labourers, surveyors, pilots, master, mariners, engineers, pursers, tally clerks, or other persons, whether in any way acting for or under contract with or in the employ of the owners of the carrying ship or not, or for whose acts the owners would otherwise be liable, risk of craft to or from the ship or of transshipment from or to craft, perils of the seas, ports, rivers, and of navigation, and the consequences of all such dangers and accidents, excepted*), unto

..... or to his or their assigns.  
Freight and primage for the said goods as per margin is to be paid by the shippers in Liverpool, before the departure of the ship, in cash without deduction, and is to be considered earned at time of receipt of cargo for shipment and is not returnable if ship be lost or not. Average, if any, to be adjusted according to York-Antwerp rules, supplemented by English practice where such rules contain no provision, but owners of goods to contribute to expenses of a general average nature, and pay salvage and/or special charges incurred in respect of cargo although resulting from any of the causes excepted by this Bill of Lading. General average loss to be borne by those on whom it has fallen unless statements are required in writing by interests which would be entitled to receive in the aggregate per Adjuster's estimate not less than £200 net, but passengers shall not pay or receive any general average contribution in respect of luggage or personal effects. If the owner 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.

Weight, measurement, contents, and value (except for purpose of estimating freight) unknown.—The owners will not be responsible for valuable packages, unless freight has been paid *ad valorem*, and contents and value inserted in the shipping note, and bill of lading signed in accordance therewith. A valuable package is one of greater value than One Hundred Pounds, or one whose contents or any part thereof exceed in value Five Pounds per cubic foot for measurement or per one cwt. for weight cargo. Valuable packages must be taken delivery of from on board during vessel's stay in port, or may be landed and stored or carried on at consignees' risk. Not liable for condition of seals unless claused "seals intact." Before delivery of packages wired and sealed or otherwise specially secured to prevent pilferage shipowners may require receipt showing condition of package notwithstanding any custom of the port to the contrary. Not liable for condition, delivery of correct boxes, or loss of contents of tin plates in boxes unless ironhooped and tinlined, nor for fresh water damage or other deterioration to tin plates, galvanized iron or yellow metal unless damage can be shown to be the fault of the ship. Glass, China, and other goods of a brittle and fragile nature, or unprotected pieces, are carried at shipper's risk only, steamer not responsible for damage, packages intact or not. Boilers and similar articles may be plugged and put into water at ship's expense but shipper's risk. Cost of repairs necessary during transit to be refunded by consignees. Freight on timber payable on full piece measurement delivered whether prepaid or payable on delivery. Double freight will be charged on all goods not correctly describea or as to which a false declaration has been made of value or weight, and the shipowners shall be released in any such case from all responsibility in case of loss, seizure, or detention. The goods may be discharged from the ship as soon as she is ready to unload, and as fast as she is able, continuously day and night, Sundays and holidays included, on to wharf or quay, or into hulk, lazaretto, or lighters, at ship's option, and may be stored at the risk and expense of the owners of the goods, any custom of the port to the contrary notwithstanding. Cargo may be lightered ashore by the Company at customary rates to be paid by owners of goods. Notwithstanding any custom of the port to the contrary the master portorage of the cargo is to be done by the master porter appointed by the captain or his agents at the risk and expense of the goods, and expenses of weighing or measuring cargo for any purpose and expenses of stacking on quay before weighing or measuring are to be paid by the owners of the goods. Fines and expenses and losses by detention of ship or cargo, caused by incorrect marking or by incomplete or incorrect description of contents or weight or of any other particulars required by the authorities upon either the packages or bills of lading or by packages not being in accordance with Customs or local regulations or requirements at the ports of shipment or discharge, shall be borne by the owners of the goods. Apportionment by ship's agent of goods unclaimed, or which they fail to identify or of net proceeds of sale thereof amongst any claimants for short or incorrect delivery shall free shipowners from all liability. At discretion of the master goods deteriorating or causing or in his opinion likely to cause damage to the ship or crew or to other goods, may without compensation to the owners and without consulting them be jettisoned or destroyed or at the cost of the owners of the goods be discharged at any port and at ship's option sold, but freight (if not prepaid) on such goods shall be payable in proportion to the carriage, and all loss or damage caused thereby to the ship or crew or other cargo or to any interest whatsoever shall be paid by the owners of the goods. Similar freight shall be payable on goods abandoned by shipowners short of destination in consequence of damage to ship or detention from causes referred to in exception clause. If the loading carriage discharge or delivery is impeded or if the master reasonably anticipates that the same is or threatens to be impeded at any time or at any port or anywhere during the transit by quarantine sanitary customs or labour regulations lock-outs strikes ice war or disturbances bad weather or by absence from any cause of facilities of loading discharge or delivery the master may at the risk and expense of the owners of the goods from the time of leaving the ship's deck tranship or put into hulk lighter or craft or land and store or otherwise dispose of the cargo or any part thereof and the same may at the like expense and risk be reshipped or forwarded by steam rail or otherwise to its destination or the master may proceed on the voyage with the whole or part of the goods and either discharge the same on his return voyage or at any other port from which they may be forwarded to their destination always subject to the conditions of the forwarding conveyance and at the risk and expense of the owners of the goods. When cargo is discharged into craft or lighter in consequence of insufficient quay space at berth, all expenses to be paid by owners of cargo discharged, or at the option of agents of the steamer by owners of all cargo for the port, in proportions determinable by such agents. Quarantine expenses upon the goods of whatsoever nature and howsoever incurred shall be borne by the owners of the goods. In case of casualty or claims, the shipowner or master may require deposits, without liability for interest, to be made with them against delivery, for salvage or average charges, including legal costs, and the owners, master, or agent shall represent, and bind the shipper in these matters, with liberty to sue for, defend, or settle claims, to be borne, *pro rata*, by interests involved. Claims for services by other vessels of the shipowners wherever rendered may be adjudicated upon in the English law courts, whose decisions shall bind the owners of goods. The shipowners may charge interest at the rate of five per cent. per annum on their advances for salvage or average. Goods overcarried to be returned and goods shortlanded to be forwarded to destination at ship's expense, but free of liability for any loss, delay, depreciation, or damages. Ship not responsible for short or non-delivery unless the goods shall, before shipment, bear on them their destination distinctly marked by the shipper in letters at least two inches long, nor for incorrect delivery unless similarly marked at the time of such delivery. In no case can steamer accept responsibility for delivery to other than leading marks. Liability for the loss of or damage to any piece or package shall never exceed the invoice value of such piece or package. Demurrage one hundred pounds per day for detention of ship, if caused by consignees not taking delivery as fast as steamer can discharge. For dutiable cargo transhipped, shipowners may give such undertaking as Customs require at port of transhipment respecting dealing with cargo at port where duty is payable, and all charges involved or risks incurred shall be on account of the owners of the goods.

The shipowners to have a lien on the cargo, though landed, for any expense or liability incurred in consequence of giving bond at a previous port for the Customs duty on the cargo.

Any claim that may arise hereunder must be made forthwith at the port of delivery.  
**Ship not liable for damage to castings unless insurance rate has been paid.**  
**Shippers, whether principals or agents, shall be liable for loss or damage to any person or interest whatsoever caused by dangerous or injurious goods shipped without full disclosure of their nature and whether shippers aware thereof or not. Such goods may be destroyed without compensation.**

**Transshipment** of cargo for ports where the ship does not call, or for shipowners' purposes, to be at shipowners' expense, but at the risk of the owners of the goods from the time goods leave the ship's deck, where ship's responsibility shall cease. Goods forwarded by rail are deliverable at any railway station within or nearest to the port named, and must be taken away by the consignees immediately after arrival.

Goods forwarded by steamship or otherwise for shipment or after transshipment to be subject to the conditions and exceptions of the forwarding conveyance and at the risk of the owners of the goods. Goods to be forwarded as soon as practicable, but without liability of the shipowner for detention, and cost of warehousing to be borne by the owners of the goods.

**Lighterage.**—Any goods may be landed or stored or put into hulk, lighter or craft, whether belonging to the owners or not, at the ports of shipment or of delivery or at any point of the transit at the risk of the owners of the goods, and the shipowners shall not be responsible for loss or damage however arising and although due to the wrongful act, negligence, or default of persons acting for or under contract with or in the employ of the owners or not. In any lighterage done by or on behalf of the Ocean Steam Ship Company Limited, the China Mutual Steam Navigation Company Limited, the Nederlandsche Stoomvaart Maatschappij "Oceaan," or the Tientsin Lighter Company Limited, the conditions of this bill of lading shall be part of the contract between all parties interested until the cargo is landed, after which it shall be at the risk and expense of the owners of the goods.

**Optional Cargo.**—Options are only granted when arranged for at time of original shipment, and delivery will be made subject to shipowners' engagements :—  
**HONG-KONG**—SHANGHAI optionals will be carried to Shanghai if the ship's agents at Hong-Kong be notified of the destination in writing before arrival of the original steamer at Hong-Kong.

Destination of other optionals must be declared 24 hours before steamer's arrival at the earliest port of steamer's call at which goods have to be discharged or they will be carried on port to port to the final port of steamer's call to which option extends.

**Shanghai.**—Shippers to Shanghai for transhipment or discharge, of Spelter, Salt, Saltpetre, Chlorate of Potash, Gunpowder, Cartridges, Shot or Shell, Guns, Cannon, or other Firearms, or any other article designated as contraband by the Chinese authorities, must hand authorities' permit to land the same to ship's agents at Shanghai at least two clear days before steamer's arrival ; otherwise the same may be carried on to Japan or back to Hong-Kong at ship's option, just as if such port were the original destination, but at shippers' sole risk and expense. Nitrate of Soda must either be taken overside or stowed in the open at consignees' risk.

**North Asiatic Ports during Winter Season.**—In the event of there being no tonnage available goods to be warehoused at consignees' risk and expense until they can be forwarded.

**Philippines.**—In accordance with the Philippines Customs' regulations the goods carried under this bill of lading will be conveyed to the wharf by the steamers' agents, for account and risk of the receivers, and will there be delivered to the Customs' authorities. No claims for shortage and damage will be considered beyond those noted by the Customs at the time of receiving the cargo.

**West Australia.**—If at port of discharge no one presents himself duly authorised by the owners of the goods to give the master a receipt for them when discharged, or if, being authorised, he declines, or is unable from any reason to do so, then the usual record of discharge as kept by the ship's officers shall be held a sufficient discharge as in good order under this bill of lading.

**PEARLING GROUNDS.**—Steamer to be at liberty to discharge the goods under this bill of lading in Roebuck Bay or Cossack, at consignee's risk and expense, in such cases any freight charged in excess of the Roebuck Bay or Cossack rate to be returned to the shipper.

**CONDON.**—Goods to be forwarded from Cossack at ship's expense but shipper's risk. Bills of Lading and Customs clearance receipt to be produced to steamer's agents at Cossack within 24 hours of steamer's arrival there, otherwise consignees must defray all expenses caused by detention of goods. Lighter to land cargo as near high water mark as possible in master's discretion. Consignees to provide teams to haul cargo above high water mark as fast as lighter discharges.

**PERTH.**—Cargo to be forwarded from Fremantle by land and/or water conveyance at ship's expense, but at shipper's risk. Shipowners to have a lien on the goods for unpaid freight, and all charges, becoming due hereunder, whether in the carrying ships or any hulk, lighter, craft or stores.

Vessels, hulks, craft and lighters warranted seaworthy only so far as ordinary care can provide.

This bill of lading duly endorsed to be given in exchange for delivery order, if required, and freight if not already prepaid to be paid in cash before delivery.

This bill of lading shall constitute the contract between the owners of the goods and the shipowners ; it shall be construed and governed by English law, and shall apply throughout the transit but always subject to the conditions and exceptions of the carrying conveyance.

IN WITNESS whereof the master or agent of the said ship has signed..... bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

**Freight Paid.**  
Dated at **LIVERPOOL**, ..... 191  
BY AUTHORITY OF OWNERS.



The Uniform River Plate Charter-Party, 1904.  
HOMEWARDS—STEAM

It is this day mutually agreed between.....as Agents Brokers for and on behalf of	
DESCRIPTION OF STEAMER	1 the owners of the good screw steamship called the.....of the measurement of.....
	tons gross and.....tons net register or thereabouts, classed.....and to be of that class at the time of loading,
	now.....
CHARTERERS	2 and Messrs. ...., of ..... , Charterers. 5
DESCRIPTION OF CARGO	3 That the said Ship being tight, staunch and strong, and in every way fitted for the intended voyage, shall with all convenient speed, after arrival at Montevideo or at an Argentine port, not south of Bahia Blanca, and after discharge of her inward cargo, if any, proceed as ordered by the Charterers or their Agents to the undermentioned place or places, and there receive from them a full and complete cargo of <b>wheat and/or maize and/or linseed and/or rapeseed</b> in bags and/or bulk, to be loaded as follows, viz. :—
LOADING PORTS	4 At one or two safe loading ports or places in the <b>River Paraná</b> , not higher than <b>San Lorenzo</b> , always afloat, in proper rotation downwards, as much cargo as Master considers safe (such quantity to be declared in writing by the Master before commencing to load), but not more than ship can safely carry over Martin Garcia Bar (without lightening), and the balance of the cargo in the Port of <b>Buenos Ayres</b> or <b>La Plata</b> , at Charterers' option (to be declared by Charterers in writing before the Steamer leaves her last up-river loading port), which cargo the said Charterers bind themselves to ship, not exceeding what she can reasonably stow and carry over and above her tackle, apparel, provisions, and furniture (any dunnage or matting necessary being for account of the ship), and being so loaded shall with reasonable speed therewith proceed to <b>St. Vincent</b> (Cape Verdes) or <b>Las Palmas</b> or <b>Teneriffe</b> (Canary Islands) or <b>Madeira</b> or <b>Dakar</b> , at Master's option, for orders (unless these be given to him by Charterers on signing Bills of Lading) to discharge at a safe port in the <b>United Kingdom</b> or on the <b>Continent</b> between <b>Bordeaux</b> and <b>Hamburg</b> , both included ( <b>Rouen</b> included), or so near thereunto as she can safely get (always afloat), and deliver the cargo, in accordance with the custom of the port for steamers, on being paid freight, at and after the following rates, viz. :—
FREIGHT	6 .....per ton for cargo loaded in the <b>River Paraná</b> . 20
	7 Four shillings per ton less for cargo loaded at <b>Buenos Ayres</b> or <b>La Plata</b> .
	8 Sixpence per ton less on the entire up-river cargo, if loaded at one up-river port only.
	9 Charterers have the option of loading at a third port in the River Paraná within the above limits, in which case the freight to be sixpence per ton more on the entire up-river cargo.
	10 Charterers have the option of loading the entire cargo at <b>Buenos Ayres</b> or <b>La Plata</b> at the rate of ..... 25
	.....per ton; or at <b>Bahía Blanca</b> at the rate of .....per ton.
	11 Two shillings and sixpence per ton more if ordered to discharge at <b>Rouen</b> .
	12 .....per ton more if ordered to discharge at.....
	13 Sixpence per ton less if ordered to a direct port of discharge within the range of this Charter-Party, said port of discharge to be declared on signing final Bill of Lading, and all Bills of Lading signed previous to completion of loading to contain the clause, “ <i>Destination as per final Bill of Lading.</i> ” 30
	14 For Linseed and/or Rapeseed the rate of freight shall be.....per ton more than the rate for wheat and/or maize.
	15 All per ton of 2,240 lbs. English, gross weight delivered.
OTHER CARGO	16 Charterers have the option of shipping other lawful merchandise, in which case freight to be paid on steamer's dead-weight capacity for <b>wheat</b> or <b>maize</b> in bags on this voyage at the rates above agreed on for heavy grain; but steamer not to earn more freight than she would if loaded with a full cargo of wheat and/or maize in bags. All extra expenses in loading and discharging such merchandise over heavy grain to be paid by Charterers. 35
OPTION OF OTHER LOADING PORTS	17 Charterers have the option of loading at one or two safe ports above San Lorenzo, not higher than <b>Colastiné</b> . Should this option be availed of Charterers to supply above San Lorenzo such quantity of cargo as may be required by the Master (to be declared by him in writing upon commencing to load) not exceeding what steamer can load, always afloat, and safely bring down without lightening, and rate of freight upon said quantity shall be one shilling per ton extra.
	Should the steamer be loaded at two safe ports above San Lorenzo, Charterers have the right of thereafter loading at San Lorenzo or one safe port in the river below; but should steamer be loaded at only one safe port above San Lorenzo, Charterers shall have the right of thereafter loading at two safe ports in the river not above San Lorenzo. In the event of steamer being loaded at only two of the three ports as stated in this clause, freight on the entire up-river cargo shall be reduced by sixpence per ton as provided for by clause 8.
FREIGHT PAYABLE	18 The Freight shall be paid as follows, viz. :—Sufficient cash for Ship's use, if required by the Master (not exceeding one-third of the freight) to be advanced by Charterers on signing Bills of Lading, in Buenos Ayres, Rosario, or Bahia Blanca (at Master's option) on account of Freight at current rate of exchange for commercial bills on London, subject to 5 % (five per cent.) to cover insurance and other charges, and the balance of Freight on the right and true delivery of the cargo, in cash. If on the Continent and the rate of freight be in sterling, freight to be paid in cash at current rate of exchange for short commercial bills on London.
LOADING BERTHS	19 Steamer to shift at her own expense to a second safe shoot or berth, in any rotation, at each loading port or place, if required by Charterers.
	20 Charterers have the option of loading at a third safe berth or shoot at each port or place, they paying all expenses of shifting to said third berth or shoot, and time occupied in shifting to such berth or shoot to count as lay days.
LOADING ORDERS	21 Orders for the first loading port are to be given by the Charterers (or their Agents) immediately upon the written application of the Master, Brokers or Agents between 9 a.m. and 6 p.m. (Sundays and Holidays excepted) upon the completion of the discharge or upon Master's report of arrival in ballast without quarantine or upon release from quarantine, at Montevideo or at an Argentine port as per clause 3, otherwise time used in waiting for orders shall count as lay days, and the cancelling date shall be correspondingly extended. As soon as application for orders as above has been made Charterers shall declare in writing whether they intend to load in bags or in bulk, otherwise time lost in putting up shifting boards shall count as lay days, provided such shifting boards have been erected with customary despatch.
LAY DAYS AND CANCELLING	22 Lay days not to commence before.....unless Charterers begin shipping sooner, and should Steamer not be ready to load by 6 p.m. on.....Charterers to have the option of cancelling this Charter-party; and for the purpose of this clause the preliminary 12 hours' notice of readiness to load, stipulated for in clause 23, shall not be obligatory. In no case shall the absence or non-readiness of shifting boards constitute a reason for cancelling this Charter.
RATE OF LOADING	23 Cargo to be loaded at the rate of 200 tons per running day, Sundays and Holidays excepted (if the ship be not sooner despatched) and time for loading shall commence to count 12 hours after written notice has been given by the Master, Brokers, or Agents, on working days between 9 a.m. and 6 p.m. to the Charterers or their Agents that the vessel is in readiness to receive cargo, said notice to be given at the first port of loading only, and all time on demurrage over and above said laying days shall be paid for by Charterers or their Agents, to the Ship at the rate of fourpence sterling per gross register ton per day.
EXTRA WORK	24 The steamer to work at night if required by Charterers, they paying all extra expenses for such work.
TIME NOT TO COUNT	25 Time occupied in erecting shifting boards (if due notice has been given by Charterers of their intention to load in bulk), also time employed in shifting between the loading ports or places, or any time lost in loading caused through steamer undergoing repairs, or by detention in quarantine, not to count as lay days.
DESPATCH MONEY	26 Steamer to pay Charterers before sailing £10 (Ten pounds) sterling despatch money per day for all time saved in loading, including Sundays and Holidays saved.
CARGO ALONGSIDE	27 The cargo to be brought to and taken from alongside at Charterers' risk and expense.
STEVEDORE	28 Charterers have the option of appointing the Stevedore at loading ports and/or places, said Stevedore to be paid by the Master at sixteen cents gold per English ton.
BAGS OR BULK	29 Should Charterers elect to load in bulk they must supply a sufficient quantity of cargo in bags for safe stowage as required by Master but not exceeding 15 % (fifteen per cent.) of the entire cargo, such quantity to be declared in writing by Master before commencing to load.
CAPACITY	30 Owners undertake that steamer shall not load more than.....tons, and not less than.....tons English weight of wheat and/or maize.
BILLS OF LADING	31 The Master to sign Bills of Lading as presented at any rate of freight that the Charterers or their Agents may require, but any difference in amount between the Bill of Lading freight and the total gross chartered freight, as above, shall be settled at port of loading before the steamer sails; if in Steamer's favour to be paid in cash on signing Bills of Lading; if in Charterers' favour by usual Master's bill payable five days after arrival at port of discharge or upon collection of freight (whichever occurs first) and such bill is hereby made by Owners a charge on Bill of Lading freight and the said freight is hereby hypothecated as security for said bill.
ORDERS FOR PORT OF DISCHARGE	32 Charterer's liability to cease upon shipment of cargo (provided such cargo be worth the Bill of Lading freight, dead freight and demurrage at port of shipment). Vessel to have a lien on cargo for recovery of all such Bill of Lading freight, dead freight, demurrage, and all other charges whatsoever.
	Orders as to port of discharge are to be given to the Master within 24 hours after receipt by Consignees of Master's telegraphic report to Consignees (whose name and cable address are to be given in writing by Charterers to the Master before sailing from the last loading port) of his arrival at the port of call, and for any detention waiting for orders, after the aforesaid 24 hours, the Charterers or their Agents shall pay to the Steamer Thirty Shillings Sterling per hour. The Master shall give written notice to Charterers before leaving the last port of loading whether he will call at St. Vincent, Las Palmas, Teneriffe, Madeira or Dakar for orders. Should cable communication with the port of call be interrupted, steamer shall proceed to Lisbon, Queenstown, or Falmouth, at Master's option, for orders, and the Master is to advise Charterers' Agents of his arrival at such port of call.
FINAL ORDERS	33 Charterers have the option of ordering the steamer from the port of call to Falmouth for final orders to discharge at a safe port in the United Kingdom or on the Continent between Havre and Hamburg, both included (Rouen, if allowed as per clauses 5 and 11, also included). Final orders shall be given at Falmouth as provided for in clause 32, and the freight shall be increased by sixpence per English ton on the entire cargo.
ICE	34 Should the Steamer be ordered to a Port of Discharge on the Continent inaccessible by reason of Ice, the Master shall have the option of waiting until the port is again open, or of proceeding to the nearest safe open port or roadstead (telegraphing his arrival there to consignees), where he shall receive fresh orders for an open and accessible Port of Discharge, in the United Kingdom or Continent as above, within 24 hours after arrival, or lay days to count. If so ordered, the Steamer shall receive the same freight as if she had discharged at the port to which she was originally ordered, but if ordered to a port more than 100 nautical miles distant from such open port or roadstead, the freight shall be increased by one shilling per English ton as above. In no case shall the Steamer be ordered from a Port of Call in the United Kingdom to an Ice-bound Port.
INSUFFICIENT WATER AT DISCHARGING PORT	35 Should the Steamer be ordered to discharge at a place to which there is not sufficient water for her to get the first tide after arrival without lightening, and lie always afloat, lay days are to count from 48 hours after her arrival at a safe anchorage for similar vessels bound for such place, and any lighterage incurred to enable her to reach the place of discharge is to be at the expense and risk of the receiver of the cargo, any custom of the port or place to the contrary notwithstanding, but time occupied in proceeding from the anchorage to the port of discharge is not to count.
TILBURY DOCKS	36 If steamer be ordered to London, the cargo not to be discharged in <b>Tilbury Docks</b> .
TIME FOR DISCHARGING	37 The time for discharging at destination shall be according to the custom of the port for steamers at port of discharge; demurrage, if incurred, to be paid by Consignees at the rate of fourpence sterling per gross register ton per day.
EXCEPTIONS	38 The ship to be in no way liable for any consequences of the Act of God, Perils of the Sea, Fire, Barratry of the Master and Crew, Enemies, Pirates and Thieves, Arrests and Restraint of Princes, Rulers, and People, or Quarantine, Restrictions of whatever nature or kind, Collisions, Stranding and/or other Accidents or Errors of Navigation even when occasioned by the Negligence, Default, or Error in judgment of the Pilot, Master, Mariners or other servants of the Shipowners. The ship to have liberty to call at any port or ports in any order and to take Bunker Coals or other supplies, and to sail without pilots, and to tow and be towed, and assist vessels in distress, and to deviate for the purposes of saving life and property. Ship not answerable for losses through explosion, bursting of boilers, breaking of shafts, or any latent defect in 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 or Agents. ( <i>This clause to be embodied in the Bill of Lading.</i> )
STRIKES	39 If the cargo cannot be loaded by reason of riots or any dispute between Masters and men occasioning a strike or lock-out of stevedores, lightermen, tugboat men, cartmen, railways employees, or other labour connected with the working, loading or delivering of the cargo proved to be intended for the steamer, or through obstructions on the railways or in the docks or other loading places beyond the control of charterers, the time lost not to be counted as part of the lay days (unless any cargo be actually loaded by the steamer during such time), but lay days to be extended equivalent to the time lost owing to such cause or causes, and if the cargo cannot be discharged by reason of a strike or lock-out of any class of workmen essential to the discharge of the cargo, the days for discharging shall not count during the continuance of such strike or lock-out. A strike of the charterers' or receivers' men only shall not exonerate charterers or receivers from any demurrage for which they may be liable under this charter, if by the use of reasonable diligence they could have obtained other suitable labour at current rates before the strike, and in case of any delay by reason of the forementioned causes, no claims for damages shall be made by the charterers or receivers of the cargo or by the owners of the ship or by any other party under this charter. Any time lost by the steamer through any of the above causes to be reckoned as days for loading solely for the purpose of settling the despatch money account. Should any dispute arise under this clause in the loading of the steamer, same to be settled in the Argentine Republic by a Committee consisting of two Arbitrators, one to be nominated by each party to this contract, and should they be unable to agree, the decision of an Umpire mutually approved of by the two Arbitrators, shall be final.
AVERAGE	40 Average, if any, payable according to York-Antwerp rules 1890.
WAR	41 If the nation under whose flag the Steamer sails shall be at War, whereby the free navigation of the Steamer is endangered, or in case of blockade or prohibition of export of grain and/or seed from the loading port, this Charter shall be null and void at the last outward port of delivery or at any subsequent period when the difficulty may arise, previous to cargo being shipped.
CLEARANCE	42 The Master to apply at loading ports to Charterers or their Agents for cargo, and Steamer to be cleared at Custom Houses by them, paying them a clearance fee of \$100 gold, once only.
CONSIGNMENT	43 Steamer to be consigned at Port of Discharge to Owners or their Agents, by whom the Steamer is to be reported at the Custom House.
COMMISSION	44 Four per cent. Commission is due by the Steamer upon the gross amount of freight, dead-freight, and demurrage, on the signing of this Charter to ..... , ship lost or not lost, Charter cancelled or not cancelled.
RECHARTERING	45 Charterers to have the right to transfer this Charter-Party, but in such case the original Charterers shall remain responsible for the right and true fulfilment of same.
PENALTY	46 Penalty for non-performance of this agreement, estimated amount of freight.
	47 <i>If Steamer discharges at Bristol Old Dock the rate of discharge to be 500 tons per day. If at Avonmouth, Portishead, or Sharpness 600 tons per day, but if over 6,000 tons, 650 tons per day, and if over 7,000 tons, 750 tons per day. But a minimum of 6 days to be allowed in any case for a whole Cargo, Reporting Day not to count; days to be running days, Sundays and Holidays (as per 1890 Black Sea C/P) excepted.</i>