

CHAMBER OF SHIPPING BRITISH NORTH AMERICAN TIMBER AND DEAL CHARTER, 1898-99.

Following is a copy of the proposed steamship charter governing the shipment of timber, deals, etc., from Canada to Great Britain, as drawn up by the British Chamber of Shipping :

IT IS THIS DAY MUTUALLY AGREED between
 Owners of the good Steamship called the
 of Tons net register, or thereabouts, and of
 having a margin of 10 per cent. more or less,
 now
 and of Charterers.
 1.—That the said Steamship, being tight, staunch and strong, and every way fitted for the Voyage, shall with convenient speed (having liberty to take
), and after discharge
 Cargo for Owner's benefit, to any port or ports on the way, or to
 of same, sail and proceed to
 or so near thereunto as she may safely get, and there load, always afloat, from the Agents of the said Charterers, a full and complete Cargo of
 The Steamer to be provided with a Deck load, at full freight, at Charterers' risk, and with a sufficient quantity of ends, eight feet and under, for Broken
 Stowage only.
 Not exceeding what she can reasonably stow or carry, over and above her Tackle, Apparel, Provisions and Furniture: and being so loaded shall therewith
 proceed to
 or so near thereunto as she may safely get, and deliver the same, always afloat, on being paid Freight as follows:—
 For TIMBER £ s. d. per load of 50 cubic feet Customs calliper measure.
 " DEALS and BATTENS " St. Petersburg Standard Hundred.
 " BOARDS do. do.
 " DEAL ENDS, for broken stowage, eight feet and under do. do.
 " BOARD ENDS, for broken stowage, eight feet and under Two-thirds freight.
 The Owner not to be responsible for any shortage or damage except as ascertained on delivery ex Ship.
 The Steamer to be free of Bateau hire on broken stowage at Quebec.
 The freight is in full of all Port Charges and Pilotages.
 In the United Kingdom the Timber to be measured by the Customs Fund Officers; on the Continent or in the United Kingdom where there are no Customs
 Fund Officers, then to be measured by an official measurer. Measurements to be calculated upon the basis of full square dimensions (no allowance to be
 made for wane), and the expense of Measuring to be divided between the Charterers and the Owners of the Steamer.
 2.—The Master or owners to telegraph the Shippers of the Cargo (telegraphic address as per margin), giving at least days' notice of the
 probable date of Steamer's arrival at the loading port. Default of this not to be considered a breach of Charter, but Charterers not to be responsible for
 delay in loading caused by such default of the Master or Owners.
 3.—The cargo to be loaded and discharged with customary Steamship dispatch as fast as the Steamer can receive and deliver during the ordinary
 working hours of the respective ports, but the Charterers undertake that in no case shall the minimum quantity supplied in loading be less than
 standards per day, nor less than standards per day received at the Port of Discharge. Sundays and legal holidays in both loading and discharging
 excepted, unless used. Should the Steamer be detained beyond the time stipulated for loading and discharging demurrage shall be paid at the rate of
 pounds per running day, payable day by day. The cargo to be brought to and taken from alongside the Steamer at the Charterers' risk and expense, any
 custom of the respective ports to the contrary notwithstanding. The Steamer is not to be responsible for any cargo until same is taken hold of by her loading
 tackle. The Master has liberty to bring phosphate or other dead weight as ballast for Steamer's benefit.
 4.—Sufficient Cash for Steamer's ordinary disbursements to be advanced the Master, if required by him, at Port of Loading, subject to 2½ per cent.
 Commission and cost of Insurance.
 5.—If the Cargo cannot be loaded and/or discharged by reason of a strike or lock-out of any class of workmen essential to the loading and/or discharge
 of the Cargo, or by reason of epidemics, the time for loading and/or discharging shall not count during the continuance of such strike or lock-out or epidemic;
 a strike or lock-out of the shippers' and/or receivers' men only shall not exonerate them 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 labor, and in case of any delay by reason of the before mentioned causes, no
 claim for damages shall be made by the shippers, the receivers of the Cargo, the owners of the ship, or by any other party under this charter.
 6.—The Bills of Lading shall be prepared by the Shippers of the Cargo in accordance with the form endorsed on this Charter, and shall be signed by the
 Master, quality, condition and measure unknown, freight and all conditions, clauses and exceptions as per this Charter.
 7.—The Act of God, the Queen's Enemies, Restraints of Princes and Rulers, and Perils of the Seas excepted. Also Jettison, Fire, Barratry of the Master
 and Crew, Pirates, Collisions, Strandings and Accidents of Navigation, or latent defects in, or accidents to, Hull and/or Machinery, and/or Boilers, always
 excepted, even when occasioned by the negligence, default, or error in judgment of the Pilot, Master, Mariners or other persons employed by the Shipowner,
 or for whose acts he is responsible, not resulting, however, in any case from want of diligence by the Owner of the Steamer, or by the Ship's Husband or
 Manager. The Steamer has liberty to call at any ports in any order, to sail without Pilots, to tow and assist vessels in distress, and to deviate for the purpose
 of saving life or property, and has liberty to coal at any port or ports, including Cape Breton, without prejudice to this Charter.
 8.—Should ice (except in the Spring) effectually prevent the Steamer getting into the port of loading, this Charter to be null and void; and if during the
 loading (except in the Spring) ice should make it dangerous to complete the Cargo, the Master shall have liberty to sail with what Cargo he has on board,
 with the option of filling up at a port or ports on the way home for a port or ports on the way to, or for the port of discharge under this Charter party for
 Owners' benefit. If the nation under whose flag the Steamer sails shall be at war whereby the free navigation of the Steamer is endangered, 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.
 9.—The freight to be paid in cash without discount on unloading and right delivery of the Cargo, but the receivers of the cargo are to pay freight during
 delivery; if to the Continent in cash at the exchange current on the day of Steamer's arrival, for short sight Bankers' Bills on London.
 10.—The Master not to be obliged to sign more than one set of Bills of Lading, unless due written notice be given him before commencing to load, and
 the cargo to be supplied, so as to enable him to keep separate the different consignments, and suitable lengths to be given with each parcel, so that while
 keeping the parcels separate the hold space be not wasted. In no case more than sets Bills of Lading shall be required.
 11.—In case of average the same to be settled according to the York/Antwerp Rules, 1890, excepting that jettison of deck cargo (and the freight thereon)
 for the common safety shall be allowable as General Average.
 12.—If discharged in a dock in London Consignees to pay two-thirds of the dock dues, and unless the Steamer is to be discharged in the Surrey
 Commercial Dock, the Charterers are to give the Owners seven days' notice before arrival where the Steamer is to discharge.
 13.—The Master or Owners to have an absolute lien upon the Cargo for all freight, dead freight, demurrage and average, and should the receiver require
 the cargo to be delivered overside or at a place where the Owners cannot exercise their lien, then the approximate freight, etc., to be paid before delivery.
 14.—The Charterers to have the option of cancelling this Charter if the Steamer has not arrived at her Loading Port on or before the
 day of next.
 15.—Penalty for non-performance of this Agreement, proved damages, not exceeding estimated amount of freight. on the signing hereof, and the
 16.—The Brokerage is at Five per cent. and is due to
 Steamer is to be reported by them at the Custom House at
 SHIPPED in good order and condition by in and upon the good Steamship called the
 of whereof
 is Master for this present Voyage, and now lying in via other loading
 and bound for 189.....
 Ports, as per Charter, dated
 (with liberty to call at any ports in any order, including Cape Breton, to coal, or for loading or discharging Cargo under Clause 8 on the undermentioned
 Charter Party, or otherwise, to sail without Pilots, and to tow and assist vessels in distress, and to deviate for the purpose of saving life or property)
 of which pieces on deck at Charterers' risk. And to be delivered in the like good order and condition at the aforesaid
 Port of
 The Act of God, the Queen's enemies, Restraint of Princes and Rulers, Perils of the Seas excepted. Also Jettison, Fire, Barratry of the Master and
 Crew, Pirates, Collisions, Strandings and Accidents of Navigation, or latent defects in, or accidents to, Hull and/or Machinery, and/or Boilers, always excepted,
 even when occasioned by the negligence, default, or an error in judgment of the Pilot, Master, Mariners, or other persons employed by the Shipowner, or for
 whose Acts he is responsible, not resulting, however, in any case from want of due diligence by the Owner of the Ship, or by the Ship's Husband or
 Manager. The cargo shall be received at the port of discharge from the Steamer's tackle in the ordinary working hours with customary steamer despatch,
 but at the minimum rate of not less than Standards per day, Sundays and Holidays excepted (unless used)—any custom of the port to the
 contrary notwithstanding—and should the Steamer be detained beyond the time stipulated for discharging demurrage shall be paid at the rate of
 Pounds Sterling per running day, payable day by day. or 189.....
 unto
 Assigns, he or they paying Freight for the same as per Charter-Party dated
 all the terms and exceptions contained in which charter are herewith incorporated.
 General average payable according to York-Antwerp Rules, 1890, excepting that jettison of deck cargo (and the freight thereon) for the common safety shall
 be allowable as General Average.
 IN WITNESS whereof the Master or Agent of the said Ship hath signed Bills of Lading all of this tenor and date, any one of which being
 accomplished the others to be void.
 Dated in this day of 189.....
 Received on account
 of Freight,
 Pounds,
 Shillings, and
 Pence on which
 Commission and In-
 surance have been
 paid.
 £

QUALITY, CONDITION AND MEASURE UNKNOWN.