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GOVERNMENT FORM OF TIME CHARTER-PARTY.

Hong Kong, 24th March, 1914.

IT IS THIS DAY MUTUALLY AGREED between A. Bune, Esq., Hong Kong, as Agent for the Owners of the good Steamship "KOMAGATA MARU" of 3096 tons Gross Register, and 1918 tons Nett Register, 265 Horse Power nominal, classed German Lloyd 100 A1, of 4300 tons Deadweight or thereabouts, inclusive of bunkers, which contain 444 tons, and GURDIT SINGH, Esq., as Time Charterer.

1. That the said A. Bune, Esq., Hong Kong, agrees to let and the said Gurdit Singh, Esq. agrees to hire the said Steamship for the term of Six (6) Calendar Months, she being placed at the disposal of the Charterer at Hong Kong in such dock, or at such wharf or place (where she may always safely lie afloat) as Charterer may direct, she being then tight, staunch, strong, and in every way fitted for the service (and with full complement of officers, seamen, engineers and firemen for a vessel of her tonnage) to be employed in such lawful trades in Asia not North of Vladivostock nor West of Suez, European Asia excluded, including Australia, but excluding Africa with the exception of the Mauritius; including West Coast of Canada, United States of North America, Mexico, Central and/or South America, as Charterer or his Agents shall direct, on the following conditions:

The Act of God; the King's Enemies; pirates, robbers by land or sea; restraint of princes, rulers or people; loss or damages from machinery, boilers or steam, or from explosion, heat or fire on board, in hulk or craft, or on shore; jettison, baratary; collision; any act, neglect or default, whatsoever, of Pilots, Master or Crew, in the management of navigation of the ship; and all and every the dangers and accidents of the seas, rivers and canals, and of navigation of whatever nature or kind are mutually excepted.

General Average, if any, to be settled according to York-Antwerp Rules, 1890.

This contract, whenever entered into, to be construed and governed by British law.

2. That the Owners shall provide and pay for all oils, paints and deck stores, and for all the provisions and wages of the Captain, Officers, Engineers, Firemen and Crew; shall pay for the insurance on the vessel; also for all Engine Room Stores; and maintain her in a thoroughly efficient state ~~in~~ hull and machinery for the service. That the charterers shall provide and pay for all the Coals, Fuel, Port Charges, Pilotages, Agencies, Commissions, and all other charges whatsoever, except those before stated.

3. That the Charterers shall pay for the use and hire of the said vessel at the rate of \$11,000, say Eleven thousand dollars Hong Kong Currency per Calendar month, commencing on the date of delivery, say about 27th/28th March, 1914, and at and after the same rate for any part of a month; hire to continue from the time specified for terminating the charter until her delivery to Agents (unless lost) at Hong Kong.

4. -----

5. Payment to be made in advance monthly to OWNER'S AGENTS at Hong Kong in Cash as per Clause No. 35, and in default of such payment or payment as herein specified the Owners shall have the faculty of withdrawing the said Steamship from the service of the Charterers without prejudice to any claim they, the Owners, may otherwise have on the Charterer in pursuance of this Charter.

6. The steamer shall be ready for Charterers at Hong Kong on the 30th March, 1914, or Charterers shall have the option of maintaining or cancelling this Charter. This Charter shall commence twenty-four hours after notice in writing has been given to Charterers that the Steamer is ready to receive Cargo with clean swept holds, but the Charter shall not commence before 25th March, 1914, unless with Charterer's consent.

7. That, when necessary and recommended by Survey Report, the Steamer shall be docked at Owners' expense, and time so used shall not count under this Charter-party.

8. That any reasonable quantity of bunker coals on board the Steamer at the commencement or termination of this Charter shall be taken over respectively by the Charterers or Owners at market price of the port.

9. That the Cargo or Cargoes shall be laden and/or discharged in any dock, or at any wharf or place that Charterers may direct where the steamer can always safely lie afloat.

10. That the whole reach and burthen of the ship (not being more than she can reasonably stow and carry) shall be at the Charterers' disposal, reserving only proper and sufficient space for ship's officers, crew, tackle, apparel, furniture, provisions, stores and water.

11. That the Captain shall prosecute his voyages with the utmost despatch and shall render all customary assistance with Ship's crew and boats.

12. That the Captain (although appointed by the Owners) shall be under the orders and directions of the Charterers as regards employment, agency or other arrangement, provided same within the terms of this Charter; and the Charterers hereby agree to indemnify the Owners from all consequences or liabilities that may arise from the Captain signing Bills of Lading or in otherwise complying with the same, so long as the acts are performed with the consent of the Charterers or their agents, provided that at the time it is in the power of the Captain to consult them.

13. That if the Charterer has reason to be dissatisfied with the conduct of the Captain, Officers or Engineers, the Owners shall, on receiving particulars of the complaint, investigate the same and if necessary, make a charge in the appointments.

14. That the Master shall be furnished from time to time with all requisite instructions and sailing directions, and shall keep a full and correct Log of the voyage or voyages which are to be patent to Charterer or his Agents.

15. That in the event of loss of time from deficiency of men or stores, breakdown of machinery, or damage preventing the working of the vessel for more than Forty Eight Working Hours, the payment of hire shall cease until she be again in an efficient state to resume her service; but should the vessel be driven into port or anchorage by stress of weather, or from any accident to the cargo, such detention or loss of time shall be at the Charterers' risk and expense.

16. Any time used for repairs or any time which under previous clause does not count for payment of hire-money may, at the option of the Charterer, be reckoned as part of the term of this Charter-Party, or in addition to said term, provided notice be given at the time to the Owner's Agents.

17. That should the vessel be lost any hire money paid in advance, and not earned (reckoning from the date of her loss or being last heard of) shall be returned to the Charterer.

18. That the vessel is only to be employed in strictly neutral trades, and is not to carry contraband of war, or trade to or from ports declared under blockade, and in the event of the trades stipulated for

becoming impossible in consequence of war, blockage or hostilities, this charter shall forthwith terminate.

19. No goods injurious to the vessel to be shipped during the currency of this charter party.

20. That the Owners shall have a lien upon all cargoes, and all subfreights and passage money for hire money due under this charter, and Charterer to have a lien on the ship for all monies paid in advance and not earned.

21. The nett results of all derelicts, salvage and towage, after payment of any award to Master and crew if required, shall be equally divided between Owners and Charterer; time so used to count under this charter.

22. Customs House Officers, Purser, Doctor, Watchers and Tallymen to be victualled by the steamer at one dollar and fifty Hong Kong (\$1.50) per day. Room shall, if required, be provided for a Purser and Doctor, who shall mess with the Master, at Charterer's expense.

23. Should the Officers, Engineers or Crew of the steamer be required to work in port on Sundays or before 6 o'clock a.m., and after 6 o'clock p. m. on week days, allowance for work so performed shall be paid to them by the Charterer, viz., Engineers and Officers Fifty Hong Kong cents (or the equivalent) per hour, and steamer's Crew at the rate of 12 (Twelve) Hong Kong cents per hour.

24. - - - - -

25. That should any dispute arise between the Owners and the Charterer the matters in dispute shall be referred to three persons in Hong Kong one to be appointed by each of the parties hereto, and the third by the two so chosen, their decision, or that of any two of them, shall be final, and for the purposes of enforcing any award this agreement may be made a rule of Court.

26. Penalty for non-performance of this contract estimated amount of damages.

27. If required, sufficient cash for steamer's disbursements but not exceeding what is necessary, to be advanced to the Captain by the Charterer at the various ports of call free of commission and insurance.

28. No charges to be made against the Owners of the steamer for agency at any of the ports of call.

29. The steamer to be sufficiently immersed in the Master's judgement to be seaworthy for the various passages. No cargo to be carried on deck in the Trans-Pacific passenger trade when carrying more than 100 passengers provided always that such number is allowed by the authorities of ports of departure and destination.

30. All expenses due to quarantine to be paid by the Charterer and hire to be paid during detention in consequence thereof.

31. All cargo claims to be paid by Charterers.

32. Charterers shall pay all charges and expenses arising through taking steerage passengers, and shall supply all provisions, water, galleys, cooks fittings and medicines, medical stores, also doctor and purser (if required by Charterer) in every respect and accordance with the Hong Kong Ordinances and to the satisfaction of the Emigration Officer, Hong Kong Passenger Certificate for a full complement of steerage passengers for which she measures under the certificate, with the necessary boats and rafts to be provided by the Owners. Charterer to pay for Emigration License at Hong Kong.

33. On redelivery the vessel to be reconditioned and restored to Owners in her original state, fair wear and tear excepted.

34. Owners guarantee that the vessel can procure a Hong Kong Passenger Certificate.

35. One month hire to be paid on signing this charter party and another month hire within one week from commencement of charter and another two months hire to be paid at Hong Kong within 14 days from date of commencement of charter but not later than the day before steamer's departure from Japan for Canada. Afterwards another two month's hire to be paid by Charterers to Owners' Agents at Hong Kong at the due date two months after commencement of charter.

36. In the event of the steamer being detained or seized on account of Charterer not complying with the laws and regulations of the respective Governments, charter hire to be paid under such detention and until steamer is redelivered in Hong Kong.

37. Whilst in the trans-Pacific trade and making consecutive voyages to west coast of America the steamer is to have at least six (6) days in Hong Kong between arrival and departure for the customary cleaning of boilers and/or general overhaul of engines. Such time to count under the charter and payment of hire to continue uninterrupted.

38. Any overpaid charter money to be returned to Charterer pro rata according to the time steamer is employed under this Charter; should charter hire not be paid as above stated Owners are allowed to order steamer to Hong Kong on terms as stated in Clause 5.

39. Owners shall not be obliged to equip the steamer with wireless telegraphy.

Witness to the Signature of
Gurdit Singh
(Sgd.) R.SOLOMON

(Sgd.) "CURDIT SINGH"

Witness to the Signature of
A.Bune
(Sgd.) R.SOLOMON

For the Owners by telegraphic Authority dated Kobe, 23rd March, 1914.

(Sgd.) "A.BUNE".