

This Charter Party, made and concluded upon in the city of New-York, the *Ninth* day of *August* in the year one thousand eight hundred and *fifty three* Between

A. Oaksmith Agent
of the *Schooner Independence* of *the* burden of *one hundred and thirty* tons of thereabouts, register measurement, now lying in the harbor of New-York, of the first part, and

George Etulain Merchants of New York

of the second part, Witnesseth, that the said part of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said part of the second part, do covenant and agree on the freighting and chartering of the said vessel unto the said part of the second part, for the voyage from the port of New-York, to

Wilmington of Carolina to New York and

back to New York
on the terms following, that is to say:

FIRST:—The said part of the first part, do engage that the said vessel in and during the said voyage shall be kept tight, staunch, well-fitted, tackled, and provided with every requisite, and with men and provisions necessary for such a voyage.

SECOND:—The said part of the first part, do further engage that the whole of said vessel (with the exception of the cabin, the deck, and the necessary room for the accommodation of the crew, and the stowage of the sails, cables and provisions,) shall be at the sole use and disposal of the said part of the second part during the voyage aforesaid, and that no goods or merchandise whatever shall be laden on board, otherwise than from the said part of the second part, or agent, without consent, on pain of forfeiture of the amount of freight agreed upon for the same.

THIRD:—The said part of the first part, do further engage to take and receive on board the said vessel, during the aforesaid voyage, all such lawful goods and merchandise as the said part of the second part, or agents, may think proper to ship.

And the said part of the second part, for and in consideration of the covenants and agreements to be kept and performed by the said part of the first part, do covenant and agree with the said part of the first part, to charter and hire the said vessel as aforesaid, on the terms following, that is to say:

FIRST:—The said part of the second part, do engage to provide and furnish to the said vessel

A cargo of lumber at Wilmington for Newritas and a full cargo home, both under and upon deck

SECOND:—The said part of the second part, do further engage to pay to the said part of the first part, or agent, for the charter or freight of the said vessel during the voyage aforesaid, in manner following, that is to say:

Sixteen hundred Dollars for the voyage out and home together with all foreign Port charges, with the exception of dightage on the return cargo

The Vessel is to take a full cargo of lumber at Wilmington both under and upon deck and proceed direct to Newritas to discharge and then take a full cargo of Sugar and Molasses or whatever our agents may think proper to ship both under and upon deck.

It is further agreed between the parties to this instrument, that the said part of the second part, shall be allowed for the loading and discharging of the vessel at the respective ports aforesaid, lay days as follows, that is to say:

Thirty Days in all for loading in Wilmington, and discharging and loading in Newritas, and quick despatch to discharge in New York.

and in case the vessel is longer detained, the said part of the second part agree to pay to the

said part of the first part, at the rate of *Twenty* Spanish milled dollars per day, day by day, for every day so detained, provided such detention shall happen by default of the said part of the second part, or agent.

~~It is also further understood and agreed, that the cargo or cargoes shall be received and delivered alongside the vessel, within reach of her tackle, or according to the custom and usages at the ports of loading and discharging.~~

~~It is also further understood and agreed, that this charter shall commence when the vessel is ready to receive cargo at the place of loading, and notice thereof is given to the part of the second part, or to agent.~~

at *Wilmington* and received alongside at *Neuvas*.

The return cargo to be lightered alongside the vessel at the vessel's expense. The charterer delivering it alongside on board the lighter.

Charter to commence when the vessel is ready to load at *Wilmington*,

To the true performance of all and every of the foregoing covenants and agreements, the said parties, each to the other, do hereby bind themselves, their heirs, executors, administrators and assigns, (especially the said part of the first part the vessel, her freight, tackle and appurtenances; and the said part of the second part the merchandise to be laden on board,) each to the other, in the penal sum of *fifteen* — Dollars — *hundred Dollars*

In Witness whereof, the said parties have hereunto interchangeably set their hands and seals the day and year first above written.

SEALED AND DELIVERED IN }
THE PRESENCE OF }

A. Oakwith

Alpheus. Haalkey

Approved

