

Feb. 8, 1855,

Eight This Charter Party, made and concluded upon in the City of New York, the
 day of *February* in the year of our Lord one thousand eight hundred and fifty *five*
 Between *A. Oaksmith, of the first part,* of the *second* part, of the burthen of *the cargo*
 of *the vessel* of the burthen of *tons, or thereabouts, register measurement,*
 now lying in the harbor of *Wilmington N.C.* of the first part, and *Shutland*
of the second part;

WITNESSETH, that the said party of the first part agrees on the freighting and chartering of the whole of the said vessel (with the exception of the deck, cabin, and necessary room for the crew, and stowage of provisions, sails and cables,) or sufficient room for the cargo hereinafter mentioned, unto the said party of the second part, for a voyage from

Santiago de Cuba to New York

on the terms following. The said vessel shall be tight, staunch, strong, and every way fitted for such a voyage, and receive on board during the aforesaid voyage, the merchandise hereinafter mentioned, and no goods or merchandise shall be laden on board, otherwise than from the said party of the second part, or their agent. The said party of the second part doth engage to provide and furnish to the said vessel

a full cargo of Sugar and deck or other lawful produce, with a sufficient number of Bales Ties or Boxes for small stowage

and to pay to said party of the first part, or agent, for the use of said vessel during the voyage aforesaid

Thirty five cents per cwt. of merchandise, freight, Sugar and Custom House freight delivered here and other articles in proportion. The vessel on arrival in New York to go to any berth chartered may designate in New York or Brooklyn. The Captain to sign Bill of Lading in Santiago de Cuba as presented without prejudice to this Charter Party.

It is agreed that the lay days for loading and discharging shall be as follows: commencing from the time the Captain reports himself ready to receive ~~and discharge~~ cargo.

Twenty lay days in Santiago de Cuba

And that for each and every day's detention by default of said party of second part, or agent *Twenty five* silver dollars per day, day by day, shall be paid by said party of second part, or agent, to said party of the first part, or agent. The cargo or cargoes to be received and delivered according to the custom and usage at ports of loading and discharging.

It is further understood that the party of the first part is guaranteed to the parties of the second part that they can insure their cargo in New York for as good terms as by any other A.T. vessel, and that the party of the first part has to make good the difference in the rate to the parties of the second part.

To the true and faithful performance of all and every of the foregoing agreement, we, the said parties, do hereby bind ourselves, our heirs, executors, administrators and assigns, each to the other, in the penal sum of

One Thousand dollars

IN WITNESS WHEREOF, we hereunto set our hands the day and year first above written.

Signed in the presence of

Richard Rucoble
as to R.D.S.

Alvin Oaksmith
as to A.O.

Richard Rucoble

A. Oaksmith

