This Charter Party, made and concluded upon in the City of Savannah, this day of September, in the year one thousand eight hundred and Sixty Six.

Between

of the burthen of

in the harbor of

of Boston

of the first part, and

of Mary E.

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 a voyage from the port of

Port, for the Nanay, Manzanos, or Caiuinas, or Carabitas, at the option of the Charterers, to be grazed on signing Bill of Lading,

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 the said vessel (with the exception of the cabin, the deck, and the necessary room for the accommodation of the crew, and 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.

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 his agent may think proper to ship.
And the said party \( y \) of the second part, for and in consideration of the covenants and agreements to be kept and performed by the said party \( x \) of the first part, do covenant and agree with the said party \( y \) of the first part, to charter and hire the said vessel as aforesaid, on the terms following, that is to say:

**FIRST:**—The said party \( y \) of the second part, do engage to provide and furnish the said vessel with a full cargo of lawful merchandise (or sufficient for ballast,) during the voyage aforesaid.

Boaring a full Cargo of Resawed Spruce
No Price to be Paid

**SECOND:**—The said party \( x \) of the second part, do further engage to pay to the said party \( y \) of the first part, or his agent, for the charter or freight of said vessel during the voyage aforesaid, in manner following, that is to say:

Thirty-two Dollars in Gold, for one Thousand feet, payable on the discharge of cargo, free of any Commission.

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

Twenty working days to load, and
the Arrival of the Port to discharge.

and in case the vessel is longer detained, the said party \( x \) of the second part, agree to pay to the said party \( y \)
of the first part, demurrage at the rate of \( \text{Newly}_1 \) Mexican dollars per day for each and every day so detained, provided such detention shall happen by default of the said part of the second part or their agent.

It is further understood and agreed that the cargo shall be received and delivered alongside within reach of the vessel’s tackles.

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

It is further agreed that the machinery for a saw mill is to be taken in at Savannah, and delivered at North River mill, as St. Mary’s free of charge, and the vessel to be towed from the Bar to North River mill and back to St. Mary’s mill without charge.

To the true and faithful performance of all the foregoing covenants and agreements, the said parties, each to the other do hereby bind themselves, their heirs, executors, administrators and assigns, and also the said vessel, her freight, tackle, and appurtenances; and the merchandise, to be laden on board, each to the other, in the penal sum of

In Witness Whereof, the said parties have hereunto interchangeably set their Hands, this Twenty-W Second day of September, 18__

SIGNED AND DELIVERED, IN THE PRESENCE OF

[Signatures]

In the Presence of

[Stamp]
I hereby certify that the Within is a true copy of the original
S. S. Graybill
[1866-09-29; charter party for Brig Newbury of Boston, written at Savannah, for a voyage from St. Marys, Ga, to the West Indies, with a cargo of Re-sawed Lumber, for $13 in Gold per thousand feet, together with machinery for a Saw Mill, from Savannah to St. Marys. Agreement was between Allison Howes, master of the Brig Newbury, and S. L. Burns & Co. Overwritten on front page is a cancellation of the agreement by mutual agreement and both parties signed.]