This Charter Party, Made and concluded upon in the City of [illegible], this Fourth day of November in the year one thousand eight hundred and [illegible]st

Between

The Brig Newbury

of the Port of Boston 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 as 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

St. Mary's Sa. To Barbadoes for order to discharge there, or at one more port in The Windaard Islands. St. Thomas included, as ordered by agents of said part as of the Second Part.

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 merchandize as the said part or agent may think proper to ship.
And the said party of the second part, for and in consideration of the covenants and agreements to be kept and performed by the said party of the first part do covenant and agree with the said party 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 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.

Being a full Cargo of Resolved Lumber
On and under deck.

**SECOND:**—The said party of the second part, do further engage to pay to the said party 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:

Fourteen dollars and fifty cents in gold, on delivery, free of commissions. If the Brig is ordered to any other Windward Port, where expenses exceed those at St. Thomas, then the Charterers to pay the difference.

It is further agreed between the parties to this instrument, that the said party 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 Custom of the Port to discharge.

and in case the vessel is longer detained, the said party of the second part, agree to pay to the said part
of the first part, demurrage at the rate of

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
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 agent.

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 day of November 1860.

In the Presence Of

S & Burns & Co

A. B. Hawes

Master Prinz Newburg
[1866-11-05B; charter party drawn up in St. Marys, Ga, for Brig Newbury of Boston, by S. L. Burns & co., of St. Marys, for a voyage to Barbadoes and St. Thomas, and other locations in the Windward Islands, with a full cargo of re-sawed lumber, both below and on deck, for $14.50 in Gold, per thousand. Signed by S. L. Burns & co., and Allison Howes, Master, Brig Newbury.]