

THE UNION OF SOUTH AFRICA
All communications should be addressed to the Secretary for Transport, Union of South Africa, Private Bag 103, Pretoria.

3. Subject to the owners of the "Shackleton" agreeing to the insertion of the additional clause the charter party may be signed by you.

Secretary to the
Department of Transport for the Union of South Africa.

W. J. Van der Merwe
2 SECRETARY FOR TRANSPORT.

FOR ISSUANCE SERIES, 1961
BY 5 JANUARY 1961

The Secretary has approved of the charter party in respect of the above-mentioned vessel as well as the proposed and amended clauses as set out in the annexure to your minute dated reference with this office dated 20/12/60. The Union Government is indemnified from any claims arising out of any damage to or loss of the vessel. The proviso in the Secretary's approval appears to align with the provisions of clause 7 of the charter party which reads as follows:

7. That the steamer (unless lost) shall be redelivered to the charterer at the expiration of this Charter Party in good order as when delivered to the charterer (fair wear and tear excepted) in accordance with the charter owners agreed to have redelivered earlier".

The State Attorney has been consulted in the matter and he is of opinion that the following addition should be inserted at the end of the charter party:

Notwithstanding anything to the contrary herein provided, the charterer hereby accepts liability for any loss or damage which may be caused to the said steamer or any other property of the Union Government or any other person or persons in the event of the loss of the vessel or of any other property of the Union Government or any other person or persons (or by any other person or persons) actually authorized by the said Government to be on board the said steamer during the voyage hereinbefore described, provided, however, that the charterer shall not be liable for any loss or damage to the said steamer or any other property which may be due to any other cause whatsoever, and provided further that any such loss or damage is not recoverable by the said Government under any contract of marine insurance, or from any other source whatsoever.

DEPARTEMENT VAN VERVOER.



DEPARTMENT OF TRANSPORT.

UNIE VAN SUID-AFRIKA.-UNION OF SOUTH AFRICA.

Telegrafiese Adres:
Telegraphic Address: "TRANSPORT"Navrae
EnquiriesTelefoon
Telephone 3-3081 Unbr.
Est.Verwysings
Reference No. A 11/46/7Alle korrespondensie moet gerig word aan:
All correspondence to be addressed to:SEKRETARIS VAN VERVOER./SECRETARY FOR TRANSPORT,
PRIVAATSAK./PRIVATE BAG, 193.VERVOERGEROEU./TRANSPORT BUILDING,
FOUNTAINLAAN./FOUNTAIN LANE,
PRETORIA.AIR MAIL

-4 2. 1961

The Administrative Secretary to the
High Commissioner for the Union of South Africa,
Trafalgar Square,
LONDON W.C.2.

CHARTER OF "SHACKLETON" FOR ISLANDS RELIEF, 1961 :
YOUR P.S. 16/6 OF 6 JANUARY 1961.

1. The Treasury has approved of the charter party in respect of the abovementioned vessel as well as the additions and amendments thereto as set out in the annexure to your minute under reference with this proviso though that the Union Government is indemnified [from any claims arising out of any damage to or loss of the ship.] The proviso in the Treasury approval appears to clash with the provisions of clause 7 of the charter party which reads as follows:-

"7. That the steamer (unless lost) shall be redelivered on the expiration of this Charter Party in same good order as when delivered to the Charterers (fair wear and tear excepted) at Cape Town unless owners agree to take re-delivery earlier".] B

2. The State Attorney has been consulted in the matter and he is of opinion that the following additional clause should be inserted at the end of the charter party, viz.:-

"(60). Notwithstanding anything to the contrary hereinbefore provided, the charterer hereby accepts liability for any loss or damage which may be caused to the said steamer (or any other property of the said owner on board thereof) as the result of any act or omission on the part of any person or persons in the employ of the Government of the Union of South Africa, on board the said steamer (or by any other person or persons specially authorised by the said Government to be on board the said steamer during the voyages hereinbefore described), provided, however, that the charterer shall not be liable for any loss or damage to the said steamer or the said property which may be due to any other cause whatsoever, and provided further that any such loss or damage is not recoverable by the said owner under any contract of marine insurance, or from any other source whatsoever."]

however, that the charterer shall not be liable for any loss or damage to the said steamer or the said property which may be due to any other cause whatsoever, and provided further that any such loss or damage is not recoverable by the said owner under any contract of marine insurance, or from any other source whatsoever."

I should be grateful to learn whether the Crown Agents are able to agree to the insertion in the charter party of the additional clause proposed. If so, I can arrange for the document in its final form to be signed here immediately it is received.

Yours faithfully,

A. F. DRAKE
Minister.

In this regard the South African authorities have expressed the opinion that the proposed clause should be inserted at the end of the charter party which reads as follows:-

"The steamer (unless lost) shall be delivered to the charterer at the completion of this charter party in such good order as when delivered to the charterer (fair wear and tear excepted) at the time of delivery. The charterer agrees to take delivery as aforesaid."

The Government of the State Attorney, who has been consulted, has expressed the opinion that the proposed additional clause should be inserted at the end of the charter party, viz:-

"Notwithstanding anything to the contrary hereinafter provided, the charterer hereby accepts liability for any loss or damage which may be done to the said steamer or any other property of the said owner (fair wear and tear excepted) as the result of any act or omission on the part of any person or persons in the employ of the Government of the State of South Africa, or of any person or persons specially authorized by the said Government to be on board the said steamer during the voyage hereinafter described, provided,

however, ...

Secretary, Australian Antarctic Expedition, Ltd.,
Central Business House,
21 Leith Street, S.A.B.

P.S.16/6

7th February, 1961.

For Attention of R. N. Salvesen, Esq.

Gentlemen,

S.V. "Shackleton"

I refer to your letter of 5th January and its accompanying memorandum of amendments to last season's charter party for the hire of the "Shackleton". As you know, this memorandum was duly referred to the South African authorities concerned for their consideration and approval.

I have now been informed by the South African authorities that the Treasury has approved of the draft charter party, as amended and modified in terms of your memorandum, but with the proviso that the South African Government is indemnified from any claims arising out of any damage to, or loss of, the vessel.

In this respect the South African authorities point out that the proviso attached by the Treasury appears to clash with the provisions of clause 7 of the charter party which reads as follows:-

"7. That the steamer (unless lost) shall be redelivered on the expiration of this Charter Party in same good order as when delivered to the Charterers (fair wear and tear excepted) at Cape Town unless owners agree to take re-delivery earlier."

In the circumstances the State Attorney, who has been consulted, has expressed the opinion that the following additional clause should be inserted at the end of the charter party, viz.:-

"(61). Notwithstanding anything to the contrary hereinbefore provided, the charterer hereby accepts liability for any loss or damage which may be caused to the said steamer (or any other property of the said owner on board thereof) as the result of any act or omission on the part of any person or persons in the employ of the Government of the Union of South Africa, on board the said steamer (or by any other person or persons specially authorised by the said Government to be on board the said steamer during the voyages hereinbefore described), provided,

/however,

Messrs. Westralian Farmers Transport, Ltd.,
United Dominions House,
51 Eastcheap, E.C.3.

WESTRALIAN FARMERS TRANSPORT LIMITED

CHARTERING BROKERS AND SHIP MANAGERS

Directors
E. J. JON (CHAIRMAN)
J. THOMSON (MANAGING DIRECTOR)
E. W. RICHARDS A. P. MCGUIRE
C. W. BAYLY, M.C.

UNITED DOMINIONS HOUSE
51 EASTCHEAP
LONDON E.C.3

Telephone N°
MANSION HOUSE 6861/4
Telegrams
INLAND: WESTAUST. BILGATE, LONDON
FOREIGN: WESTAUST, LONDON

LONDON REPRESENTATIVES
AUSTRALIAN NATIONAL LINE

PLEASE QUOTE FMS/CW/GEN/A.21.

8th February, 1961.

The Minister,
South Africa House,
Trafalgar Square,
London, W.C.2.

For the attention of Mr. A.F. Drake.

Dear Sir,

We confirm our telephone conversations yesterday and we thank you for your letter which reached us in the afternoon.

We immediately posted a copy of the letter to the Crown Agents, City Branch, and they will no doubt be discussing the suggested additional Clause (number 61) with their Head Office. We have also handed to them the original Charter Party dated the 28th December 1960 and our impression is that they are not likely to accept the suggested additional Clause. It was not in last year's document on the basis of which final agreement for this year's voyage was reached on 28th December, 1960.

Yours faithfully,
For WESTRALIAN FARMERS TRANSPORT LTD.


R.N. Salvesen.

said owner on board thereof) as the result of any act or omission on the part of any person or persons in the employ of the Government of the Union of South Africa, on board the said steamer (or by any other person or persons specially authorised by the said Government to be on board the said steamer during the voyages hereinbefore described), provided,

/however,

Messrs. Westralian Farmers Transport, Ltd.,
United Dominions House,
51 Eastcheap, E.C.3.

AD/AG

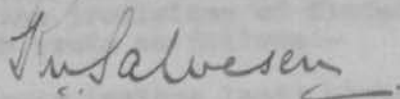
FROM: TRANSPORT PRETORIA
D: 9.2.61
TO: H. C. LONDON
R: 10.2.61

C24 AA165.

Your cable 95 file reference P.S.16/6 re charter Shackleton refers.

Please refer my airmail minute A.11/46/7 of 4th February. You may sign contract if outcome negotiations favourable this Department. Delay regretted. Please advise.

FOR WESTRALIAN FARMERS TRANSPORT LTD.



R.N. Salvesen.

said owner on board thereof) as the result of any act or omission on the part of any person or persons in the employ of the Government of the Union of South Africa, on board the said steamer (or by any other person or persons specially authorised by the said Government to be on board the said steamer during the voyages hereinbefore described), provided,

/however,

Messrs. Westralian Farmers Transport, Ltd.,
United Dominions House,
51 Eastcheap, E.C.3.

DEBIT: TRANSPORT.
DRAKE.

10.2.61.

LT TRANSPORT PRETORIA

No. 114.

YOUR MINUTE A11/46/7 OF 4 FEBRUARY AND CABLE
NO. A165 REGARDING SHACKLETON CHARTY PARTY. CROWN AGENTS
REGRET THEY CANNOT AGREE TO INCLUSION OF PROPOSED
ADDITIONAL CLAUSE WHICH THEY DESCRIBE AS MOST UNUSUAL.
WESTRALIAN FARMERS ASSURE US THAT SUCH A CLAUSE WOULD BE
ENTIRELY CONTRARY TO NORMAL SHIPPING PRACTICE. PLEASE
INSTRUCT URGENTLY

OPPOSITELY

7^v Drake

R.N. Salvesen
R.N. Salvesen.

said owner on board thereof) as the result of any
act or omission on the part of any person or persons
in the employ of the Government of the Union of
South Africa, on board the said steamer (or by any
other person or persons specially authorised by the
said Government to be on board the said steamer
during the voyages hereinbefore described), provided,

/however,

Messrs. Westralian Farmers Transport, Ltd.,
United Dominions House,
51 Eastcheap, E.C.3.

AD/AG

WESTRALIAN FARMERS TRANSPORT LIMITED

CHARTERING BROKERS AND SHIP MANAGERS

Directors
E. T. LIDON (CHAIRMAN)
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E. W. RICHARDS
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UNITED DOMINIONS HOUSE
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INLAND: WESTAUST, BILGATE, LONDON
FOREIGN: WESTAUST, LONDON

LONDON REPRESENTATIVES
AUSTRALIAN NATIONAL LINE

PLEASE QUOTE RNS/CW/GEN/A.21.

10th February, 1961.

The Minister,
South Africa House,
Trafalgar Square,
LONDON, W.C.2.



For the attention of Mr. A.F. Drake.

Dear Sirs,

"SHACKLETON" Charter Party dated the 28th December, 1960.

We enclose the original document signed by one of the Crown Agents: in their covering letter the Crown Agents write as follows:

"I am directed to refer to your letter no. RNS/CW/GEN/A.21 of 8th February and to return herewith the above Charter Party which has been signed by a Crown Agent for and on behalf of the Falkland Islands Dependencies Survey.

It is regretted that the Crown Agents cannot agree to the inclusion of such an unusual clause as that proposed as No. 61, which in any event appears to be unnecessary."

We understand that you are this evening cabling to Pretoria and we look forward to hearing what reply you receive.

Yours faithfully,
For WESTRALIAN FARMERS TRANSPORT LTD.

A handwritten signature in dark ink, appearing to read "R.N. Salvesen".

R.N. Salvesen.

Encl.

said owner on board thereof) as the result of any act or omission on the part of any person or persons in the employ of the Government of the Union of South Africa, on board the said steamer (or by any other person or persons specially authorised by the said Government to be on board the said steamer during the voyages hereinbefore described), provided,

/however,

Messrs. Westralian Farmers Transport, Ltd.,
United Dominions House,
51 Eastcheap, E.C.3.

AD/AG

FROM: TRANSPORT PRETORIA

D: 14.2.61

TO: H. C. LONDON

R: 15.2.61

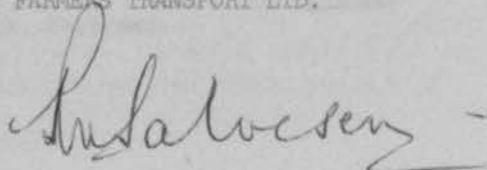
G29 AA167

Your cable 114 and file reference P.S.16/6 re charter Shackleton refers.

Please sign contract in existing form on behalf this Department and forward eight photostatic copies. Advise ETA Capetown please.

We understand that you are this evening cabling to Pretoria and we look forward to hearing what reply you receive.

Yours faithfully,
For WESTRALIAN FARMERS TRANSPORT LTD.



R.N. Salvesen.

Encl.

said owner on board thereof) as the result of any act or omission on the part of any person or persons in the employ of the Government of the Union of South Africa, on board the said steamer (or by any other person or persons specially authorized by the said Government to be on board the said steamer during the voyages hereinbefore described), provided,

/however,

Messrs. Westralian Farmers Transport, Ltd.,
United Dominions House,
51 Eastcheap, E.C.3.

P.S.16/6

15th February, 1961.

For attention R. N. Salvesen, Esq.

Gentlemen,

"Shackleton" Charter Party dated 28.12.60

With reference to your letter RNS/CW/GEN/A.21 of 10th February and our telephone conversation today, I return herewith the charter party for the "Shackleton" duly signed by the High Commissioner on behalf of the Department of Transport of the Union of South Africa.

We should be grateful if we could be sent 10 photostat copies of the charter party in due course, and if you could also make enquiries to establish as soon as possible the "Shackleton's" E.T.A. at Cape Town.

Yours faithfully,

A. F. DRAKE
Minister.

Messrs. Westralian Farmers Transport Limited,
United Dominions House,
51 Eastcheap, E.C.3.

AD/AG

said owner on board thereof) as the result of any act or omission on the part of any person or persons in the employ of the Government of the Union of South Africa, on board the said steamer (or by any other person or persons specially authorized by the said Government to be on board the said steamer during the voyages hereinbefore described), provided,

/however,

Messrs. Westralian Farmers Transport, Ltd.,
United Dominions House,
51 Eastcheap, E.C.3.

AD/AG

PRESS CUTTING.

From

"Daily Telegraph"

Dated 16th February, 1961.

W. & S. Ltd. 8/59

ANTARCTIC SHIP

By A Commonwealth Correspondent

For the second year in succession the research ship Shackleton, 1,102 tons, of the Falkland Islands Dependencies Survey, has been chartered by the South African Government for their Antarctic programme.



COLONIAL OFFICE
GREAT SMITH STREET, LONDON S.W.1
Telephone: ABBey 1266, ext. 257.

Our reference: FST.88/174/01
Your reference:

16 February 1961

1961.

Dear Drake,

I understand that the Charter Party for the R.R.S. "Shackleton" has now been completed.

On the assumption that passenger accommodation will be available under clause 57 of the Charter Party, I should be very grateful if you would arrange to ask the appropriate authorities in South Africa if they would provide passages for the following officers of the Tristan da Cunha Administration:-

P.J.F. Wheeler (Administrator Designate),
Mrs. Wheeler and three young children.

Rev. C.J. Jewell (Chaplain), Mrs. Jewell and three young children.

Dr. K.R. Warr (Dentist) and Mrs. Warr

Miss E.A. Bennett (Teacher)

Dr. P.D. Winter of the Poliomyelitis Research Foundation, Johannesburg.

Yours sincerely,

G.H. Whitefield
(G.H. Whitefield)

7
A.F. DRAKE ESQ.

COLONIAL OFFICE

100, WHITEHALL, LONDON E.C.4
Telephone: 9244 and 9245

P.S.16/6

17th February, 1961.

Dear Whitefield,

I write to acknowledge your letter FST.88/174/01 of 16th February and to say that I have today written to the Secretary of Transport in Pretoria asking whether passenger accommodation will be available on the "Shackleton" for the officers of the Tristan da Cunha Administration and their families mentioned in your letter. I have requested an early reply which I shall pass on to you immediately it is received.

Yours sincerely,

A. F. Drake.

G. H. Whitefield, Esq.,
Colonial Office.

AD/AG

X 217

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Time for delivery

26. That the Steamer shall be delivered under this Charter: not earlier than 2nd March 1961 and should the Steamer not have been delivered latest on the 10th day of March 1961, Charterers to have the option of cancelling this Charter.

Cancelling

That should it be proved that the Steamer through unforeseen circumstances cannot be delivered by the cancelling date, Charterers, if required, shall within 48 hours after receiving notice thereof declare whether they cancel or will take delivery of the Steamer. (See also clause 60.)

Arbitration

27. That any dispute arising under this Charter shall be referred to arbitration in London ~~(or another port if arranged)~~ one Arbitrator to be nominated by the Owners and another by the Charterers, and in case such Arbitrators shall not agree, then to the decision of an Umpire who shall be appointed by the said Arbitrators, and the award of the said Arbitrators or Umpire shall be final and binding upon both parties hereto. The Arbitrators, including the Umpire, shall be commercial men.

General Average

28. General Average shall be settled according to York-Antwerp Rules 1950, and adjusted in London

Penalty

29. Penalty for non-performance of this contract, proved damages.

Brokerage

30. A Commission of ^(two and one half) ~~2 1/2~~ per cent. on the hire paid and earned under this Charter and on any continuation is payable to Westralian Farmers Transport Limited, Clauses 31 to 60 attached and to form part of this Charter Party.

Clarap

CHOWN AGENT
on behalf of the Owners.
The Falkland Islands
Dependencies Survey.

H. S. Meyer



ON BEHALF OF THE
DEPARTMENT OF TRANSPORT OF THE
UNION OF SOUTH AFRICA.

through grounding or otherwise, time so lost and expenses incurred (other than repairs) shall be for Charterers' account. Should the vessel put back while on voyage by reason of accident hire shall be suspended from the time of her putting back until she be again in the same position.

Cleaning
boilers.
Negligence.

13. That the Charterers shall give Owners sufficient time for ~~cleaning boilers~~ ^{cleaning boiler engine adjustments} voyage resumed therefrom.

14. That throughout this Charter losses or damages ^{in respect of goods carried or to be carried or in other respects arising or occasioned by the following causes shall be absolutely excepted, viz.:}

The Act of God, perils of the seas, fire on board, in hulk, craft, or on shore, barratry of the Master or Crew, enemies, pirates, robbers, or thieves, arrests and restraints of princes, rulers, and peoples, collisions and strandings, explosions, bursting of boilers, breakage of shafts, or any latent defect, even if existing at the beginning of the voyage, in the hull, boilers, machinery, or appurtenances, negligence, default, or error of judgement of the Pilot, Master, or Crew, or other servants of the Owners, in the management or navigation of the Steamer.

The Steamer has liberty to tow or to be towed and to assist vessels in distress, and to deviate for the purpose of saving life or property.

Advances.

15. That should the Captain require funds for ordinary disbursements for Steamer's account at any port, Charterers or their Agents are to advance the same, such advances shall be deducted from the next hire, but Charterers shall in no way be responsible for the application of such advance.

Excluded
ports.
Ice.

16. That the Steamer shall not be ordered to any port where fever or pestilence is prevalent, or any port blockaded or where hostilities are being carried on, or any ice-bound port, or any port where lights or lightships are or are about to be withdrawn by reason of ice or war, or where there is risk that in the ordinary course of things the steamer will not be able on account of ice to enter the port or to get out after having completed loading or discharging, nor shall steamer be obliged to force ice. Should the steamer be detained by any of the above causes such detention shall be for Charterer's account. Nevertheless, if on account of ice Captain should consider it dangerous to remain at port of loading for fear of steamer being frozen in and/or damaged he shall have liberty (but not be obliged) to sail to a convenient open place and await Charterers fresh instructions.

Quarantine
Detention.

17. That detention and all expenses arising through quarantine (including cost of fumigation), strikes, lock-outs, shall be for Charterers' account.

Loss of Steamer

18. That should the steamer be lost or missing, the hire shall cease from the date when she was lost or last spoken, or if not spoken, then from the date when last seen, and hire paid in advance and not earned shall be returned to the Charterers.

Overtime, &c. including

whilst working cargo and transport and work on shore (See also Clause 37) ~~all overtime to be paid by Charterers.~~
19. That the steamer is to work day and night if required, ~~The Charterers shall pay all overtime (expenses per hour per man) to Officers, Engineers, Firemen, and Crew and for all meals properly supplied to Pilots, Stevedores, Tallymen, Custom House Officials and Labourers.~~

Dunnage.

20. That the Charterers shall supply and pay for all ~~damage~~ ^{supplies} required, but shall have the free use of any dunnage ~~that may be in the steamer.~~ ^{mats, ventilation and shifting boards}

Lien.

21. That the Owners have a lien upon all cargoes and all sub-freights for hire and general average contribution, and for all expenses and damages due under or for breach of this charter and Charterers to have a lien on the steamer for all moneys paid in advance and not earned.

Salvage.

22. That all salvage and assistance to other vessels be for Owners' and Charterers' equal benefit after deducting Master's and Crew's proportion, all legal and other expenses and repairs of damages incurred, including loss of time and ~~coal~~ fuel

Sublet.

23. That the Charterers shall have the option of subletting the steamer, giving due notice to Owners, but the original Charterers always to remain responsible to Owners for due performance of this Charter.

War.

~~24. That in the event of war between the nation to whose flag the chartered steamer belongs, and any European power or any other power operating or likely to operate in European waters, Charterers and/or Owners shall have the option of cancelling this Charter.~~

~~That no voyage be undertaken, and no goods, documents or persons shipped that would involve risk of capture, capture, repatriation or penalty by Rules or Governments.~~

Prolongation.

~~25. That the Charterers have the option of continuing the Charter for further~~
periods of ~~calendar months each on giving written notice thereof to the Owners~~
~~at least~~ ~~days previous to expiration of the first named and any subsequent term.~~

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Hire.

5. That the said Charterers shall pay as hire for the said Steamer ^{Motorship} £240 (Two hundred and forty pounds British Sterling.) ^{per day} per calendar month, commencing from the time the Steamer is placed at the disposal of Charterers, and pro rata for any fractional part of a ^{day} month (the days to be taken as fractions of a month of 30 days) until her re-delivery to Owners as herein stipulated.

Payment.

That the payment of the hire shall be made as follows:—In London in cash, without discount, monthly in advance, to Westralian Farmers Transport Limited, United Dominions House, 51, Eastcheap, London, E.C.3.

In default of such payment or payments as herein specified, the Owners shall have the faculty of withdrawing the said Steamer from the service of the Charterers without prejudice to any claim they (the Owners) may otherwise have on the Charterers under this Charter.

Loading and Discharging.

6. That the cargo or cargoes shall be laden (with due regard to seaworthiness) and/or discharged by stevedores appointed by Charterers in any dock, or at any wharf or place the Charterers or their Agents may direct, where the Steamer can ~~always~~ safely lie afloat, or where ships of similar size dimensions and draft can lie aground in safety.

The Owners shall provide gear capable of handling lifts up to two tons, and maintain the ordinary cargo gear of the Steamer as fitted, but gear for heavier lifts shall be for Charterers' account.

Any other special gear, including any special ropes, hawsers and chains required by the custom of the port for mooring, shall be for Charterers' account.

Re-delivery.

All ^{usual} runners, ropes and slings actually used for loading and discharging shall be paid for by ^{Owners} Charterers. 7. That the Steamer (unless lost) shall be re-delivered on the expiration of this Charter-Party in same good order as when delivered to the Charterers (fair wear and tear excepted) at ~~an ice-free port in Charterers' option in the United Kingdom or on the Continent between Havre and Hamburg, both included.~~

CAPE TOWN

Notice.

between the hours of 8 a.m. and 6 p.m., but the day of re-delivery shall not be a Sunday or legal Holiday, always unless Owners agree to take re-delivery earlier.

The Charterers to give the Owners not less than ten days' written notice ~~at which port and~~ on about which day the Steamer will be re-delivered.

Should the Steamer be on a voyage at the expiration of the period fixed by this Charter, the Charterers are to have the use of the Steamer at the rate and on the conditions herein stipulated to enable them to complete the voyage, provided always that the said voyage was reasonably calculated to be completed about the time fixed for the termination of the Charter.

~~Money in dispute to be deposited in the joint names of the parties to this Charter Party with approved bankers at the place of payment of the hire until the dispute has been settled by the arbitrators.~~

Captain.

8. That the whole reach and lawful burthen of the ~~charter~~ ^{motorship and passenger accommodation} including lawful deck capacity (compatible with vessel's seaworthiness), not exceeding what she can reasonably stow and carry, shall be at the Charterers' disposal, reserving only proper and sufficient space for Steamer's officers, crew, tackle, apparel, furniture, provisions and stores. When cargo is shipped on deck it shall be at Charterers' or Shipper's risk. Stowage of the cargo shall be under the control of the Master (See also clause 59).

9. That the Captain shall prosecute his voyages with the utmost dispatch, and shall render all customary assistance with Ship's crew. Although appointed by the Owners the Captain shall be under the orders and directions of the Charterers as regards employment, agency, or other arrangements; and the Charterers agree to indemnify the Owners from all consequences or liabilities that may arise from the Captain or Officers personally or by Agents signing Bills of Lading or other documents or otherwise complying with such orders, as well as from any irregularity in the Steamer's papers or for overcarrying goods. Owners shall not be responsible for shortage, mixture, marks, nor for number of pieces or packages, nor for damage to or claims on cargo caused by bad stowage or otherwise, the stevedore being employed by the Charterers.

Misconduct.

10. That if the Charterer shall have 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 and practicable, make a change in the appointments.

Directions for Captain's Log.

11. That the Charterers shall furnish the Captain from time to time with all requisite instructions and sailing directions in writing, and the Captain and Engineer shall keep full and correct logs of the voyage or voyages, which logs are to be accessible and patent to Charterers or their Agents.

Breakdown.

12. That in the event of loss of time from deficiency ^{of default} of men or Owner's stores, breakdown of machinery, or damage to hull or other accident preventing the working of the Steamer, and lasting more than twenty-four consecutive hours, the hire shall cease from the commencement of such loss of time until she be again in an efficient state to resume her service; but should the Steamer be driven into port or to anchorage by stress of weather, or from any accident to the cargo, or in the event of the Steamer trading to shallow harbours, rivers or ports where there are bars causing detention to the Steamer

THE BALTIC AND WHITE SEA CONFERENCE.

UNIFORM TIME-CHARTER 1912

FOR EUROPEAN, etc., TRADE.

AS REVISED BERLIN, 1912.



Code Name

BALTIME

28th December, 1960.

Description of Steamer.

It is this day mutually agreed between the Crown Agents for Oversea Governments and Administrations acting for and on behalf of the Falkland Islands Register, Dependent Territories and the Owners of the good ~~Motorship~~ ^{Motorship} called "SHACKLETON" of ~~1100~~ ¹¹⁰⁰ Tons gross Register, ~~274~~ ²⁷⁴ Tons net indicated Horse-power, classed 100 A 1 LLOYDS REGISTER of 990 Tons deadweight on Board of Trade summer freeboard, inclusive carrying about 750 Tons cubic feet ^{grain} capacity, exclusive of permanent of Bunkers, having as per Builder's plan 29150 Tons, and capable of steaming about 11 knots ~~per 24~~ ^{per 24} hours in good weather and smooth water on a consumption of about 4 Tons best ~~coal~~ ^{coal} now trading

Charterers.

and The Department of Transport, South African Government of PRETORIA as Charterers.

Period.

1. That the said Owners agree to let, and the said Charterers agree to hire the said ~~Steamer~~ ^{Motorship} for the term of 35 (thirty-five) days minimum ~~calendar months~~ from the time (the day not to be a Sunday or a legal holiday) the said Steamer is delivered and placed at the disposal of the Charterers ready to load and after written notice has been given between the hours of 9 a.m. and 6 p.m., or between 9 a.m. and 2 p.m. if on Saturday, at

Port of Delivery.

CAPE TOWN

or where ships of similar size, dimensions and draft can lie aground in safety. can always safely lie afloat, as Charterers may direct, she being then tight, staunch, strong, and in every way fitted for ~~the~~ ^{the} ~~ordinary cargo~~ ^{the} service (with her complement of officers and crew); to be employed in lawful trades for the conveyance of lawful ~~merchandise, but dangerous cargo including inflammable fuels and explosives may be carried in accordance with Board of Trade regulations, and also livestock may be shipped, between good and safe ports or places within the following limits:~~ ^{merchandise, but dangerous cargo including inflammable fuels and explosives may be carried in accordance with Board of Trade regulations, and also livestock may be shipped, between good and safe ports or places within the following limits:}

Trade.

Cape Town and Marion Island, Tristan da Cunha, Gough Island and Bouvet Island,

Owners to provide.

or where ships of similar size, dimensions and draft can lie aground in safety, where she can always safely lie afloat, as Charterers or their Agents shall direct, on the following conditions:

2. That the Owners shall provide and pay for all the provisions and wages, and for the insurance of the Steamer, and for all deck and engine-room stores, and maintain her in a thoroughly efficient state in hull and machinery for and during the service.

Charterers to provide.

Owners to provide one winchman per hatch, if further winchmen are required or if the stevedores will not work with men from the crew at the winches, Charterers to provide and pay winchmen from land.

3. That ~~the~~ ^{while on hire} Charterers shall provide and pay for all the coals, fuel, water for boilers, port charges, pilotages (whether compulsory or not), canal steersmen, boatage, lights, tug assistance, consulages (except consular shipping and discharging fees of the Captain, officers, engineers, firemen and crew), canal, dock and other dues and charges (also to pay all dock, harbour and tonnage dues at the port of delivery and re-delivery unless incurred through cargo carried before delivery or after re-delivery), agencies, commissions, expenses of loading, trimming, stowing, unloading, weighing, tallying and delivery of cargoes, surveys on hatches and protests (if relating to cargo), and all other charges and expenses whatsoever, except those above stated.

Bunkers.

4. That the Charterers at the port of delivery and the Owners at the port of re-delivery shall take over and pay for all ~~coal~~ ^{Gasoil} remaining in Steamer's bunkers, at the current price of the respective ports. The ~~Steamer~~ ^{Motorship} to be ~~delivered~~ ^{delivered} with not less than 10 ~~tons~~ ^{tons Gasoil} ~~and re-delivered with approx. 25 tons Gasoil.~~ ^{and re-delivered with approx. 25 tons Gasoil.}

- 55. Nothing in this Charter Party shall impose any liability on the Crown Agents in their personal capacity.
- 56. Any time off hire under Clause 12 shall be deducted from the minimum period.
- 57. Provided accommodation and space are available the Charterers will carry passengers and cargo for the Tristan da Cunha Administration free of charge except for messing charges in the case of passengers and loading charges and other expenses connected therewith in the case of cargo.
- 58. At CAPE TOWN the inward port dues and expenses before delivery of the vessel, and the outward port dues and expenses after redelivery of the vessel under this Charter are for the Owners' account (see also Clauses 2 and 3).
- 59. Owners reserve the right to load such other cargo in Cape Town as the Master may deem fit to act as ballast but the loading, discharge and carriage of such cargo shall not interfere with the terms and conditions of this Charter Party.
- 60. Notwithstanding the Provision in Clause 26 regarding the date of delivery under this Charter, the Owners agree that if ice and other conditions permit completion of m.v. "SHACKLETON'S" southern programme in good time, they will release the vessel so as to deliver her to the Charterers at an earlier date than 2nd March 1961, to be mutually agreed by both parties. In such event the Owners undertake to notify the Charterers in good time (if possible at least one month in advance) of the anticipated earlier date of delivery.

I. BOTH TO BLAME COLLISION CLAUSE

If the liability for any collision in which the vessel is involved while performing this Charter Party falls to be determined in accordance with the laws of the United States of America, the following clause shall apply:—

BOTH TO BLAME COLLISION CLAUSE

"If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the owners of the said goods, paid or payable by the other or non-carrying ship or her owners to the owners of the said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or carrier.

The foregoing provisions shall also apply where the Owners, Operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect to a collision or contact."

and the charterers shall procure that all Bills of Lading issued under this Charter Party shall contain the same clause.

II. GENERAL AVERAGE AND THE NEW JASON CLAUSE

General Average shall be payable according to the York/Antwerp Rules, 1950, but where the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply:—

NEW JASON CLAUSE

"In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the carrier is not responsible, by statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods.

If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery."

and the charterers shall procure that all Bills of Lading issued under this Charter Party shall contain the same clause.

WAR RISKS CLAUSE

"(1.) No Bills of Lading to be signed for any blockaded port and if the port of discharge be declared blockaded after Bills of Lading have been signed, or if the port to which the ship has been ordered to discharge either on signing Bills of Lading or thereafter be one to which the ship is or shall be prohibited from going by the Government of the Nation under whose flag the ship sails or by any other Government, the owners shall discharge the cargo at any other port covered by this Charterparty as ordered by the Charterers (provided such other port is not a blockaded or prohibited port as above mentioned) and shall be entitled to freight as if the ship had discharged at the port or ports of discharge to which she was originally ordered.

"(2.) The ship shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or otherwise howsoever given by the Government of the Nation under whose flag the vessel sails or any department thereof, or by any other Government or any department thereof, or any person acting or purporting to act with the authority of such Government or of any department thereof, or by any committee or person having, under the terms of the War Risks Insurance on the ship, the right to give such orders or directions and if by reason of and in compliance with any such orders or directions anything is done or is not done, the same shall not be deemed a deviation, and delivery in accordance with such orders or directions shall be a fulfilment of the contract voyage and the freight shall be payable accordingly."

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protests (if relating to cargo), and all other charges and expenses whatsoever, except those above stated.

Bunkers.

4. That the Charterers at the port of delivery and the Owners at the port of re-delivery shall take over and pay for all ^{gasoil} remaining in Steamer's bunkers, at the current price of the respective ports. The ~~Steamers~~ ^{gasoil} to be ~~delivered~~ ^{delivered} with not less than 10 tons ^{gasoil in motorship's bunkers} and redelivered with approx. 25 tons Gasoil.



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43. Should the vessel be arrested during the currency of this Charter Party at the suit of any person having or purporting to have a claim against any interest in the vessel, hire under this Charter Party shall not be payable in respect of any period whilst the vessel remains under arrest or remains unemployed as the result of such arrest, and the Owners shall reimburse to the Charterers any expenditure which they may incur under this Charter Party in respect of any period during which by virtue of the operation of the Clause no hire is payable. This Clause shall be inoperative should the arrest be caused through any omission of the Charterers.
44. Owners to supply valid fumigation certificate on delivery of the vessel and if this does not cover the whole period of the time charter and fumigation is necessary, cost of same and detention to be for Owners' account.
45. Charterers agree to pay all taxes imposed on vessel or upon vessel by reason of any cargo carried, other than those levied by the British Government.
46. War Risks, New Both to Blame and New Jason Clauses to apply to all voyages under this Time Charter.
47. Master to give 96 hours' notice of anticipated readiness.
48. Owners shall provide food, cooking and bedding for the passengers at a charge of 17/6d (seventeen shillings and sixpence sterling) per passenger per day. Charterers to indemnify Owners from liability and responsibility due to ship carrying passengers. Vessel has accommodation for up to 26 passengers.
49. Whilst loading and/or discharging on this voyage (local regulations permitting), Charterers to have the free use of vessel's boats and the crew to man them, not beyond their capacity and under safe conditions, which to be at Master's discretion, also vessel to provide personnel to load and/or discharge the cargo into the boats. Boats crew to discharge cargo above high water marks. Owner undertakes to provide the vessel with at least one motor-boat to be in a good state of repair and in good working order. Fuel to drive said motor-boat(s) to be supplied and paid for by Owners.
50. Vessel's radio to be in full working order, and capable of maintaining contact with CAPE TOWN, PORT STANLEY and LONDON.
51. Charterers to have the privilege of shipping livestock at their risk; Charterers supplying necessary erections, food, and attention for the animals.
52. Dangerous cargo, including inflammable fuels and semi-hazardous items such as paints, may be loaded if packed, stowed, and carried in accordance with Board of Trade Rules: proper packing, stowage, dunnage including building of magazines to be for Charterers' account.
53. Vessel's crew to assist in the loading and discharge of stores and in transport on shore at the Island bases as may be required.
54. Owners to supply all necessary life saving equipment for crew and passengers to comply with British Board of Trade Regulations.

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Bunkers.

4. That the Charterers at the port of delivery and the Owners at the port of re-delivery shall take over and pay for all ^{gasoil} ~~fuel~~ remaining in Steamer's bunkers, at the current price of the respective ports. The ~~Steamer~~ ^{Motorship} to be ~~re~~-delivered with not less than 10 tons ^{gasoil in Motorship's bunkers} ~~and not exceeding~~ ~~tons~~ ~~in Steamer's bunkers~~ and redelivered with approx. 25 tons Gasoil.

ADDITIONAL CLAUSES TO "SHACKLETON" CHARTER PARTY dated 28th December, 1960.

31. War Bonus to Master, Officers and crew to be for Owners' account.
32. War Risk Insurance for Owners' account.
33. Throughout this Charter Party and attachments, the word "steamer" shall be deemed to refer to "motorship".
34. The Charterers shall have permission to appoint a Super Cargo who shall accompany the vessel. He is to be furnished with free accommodation and shall have the food from Charterers' table and at Charterers' expense.
35. Vessel to be drydocked if required bottom cleaned and painted once only during the period; all expenses thereby incurred to be for account of Owners and payment of hire to be suspended until she is again in proper state for service.
36. Should the vessel be on her voyage towards port of redelivery at time a payment of hire is due, said payment shall be made for such length of time as Owners or their agents and Charterers or their agents may agree upon, as the estimated time necessary to complete the voyage, taking into account bunkers to be taken over by motorship and estimated disbursements for Owners' account before redelivery, and when vessel is redelivered any difference shall be refunded by Owners, or paid by Charterers as the case may require.
37. The Charterers shall make to the Owners a lumpsum payment of £200 (Two hundred pounds sterling) in lieu of all overtime.
38. Charterers have the option of holding a superficial inspection at any time, the Owners or Master giving every facility and assistance to carry this out.
39. If, during the currency of this charter party any expenditure is properly incurred by the Charterers on behalf of the Owners, the Charterers shall have the right to recoup themselves in respect of such expenditure by way of deduction from hire which may become due and payable under this Charter Party, and in case of expenditure incurred other than in sterling, conversion into sterling will be effected for the purpose of the deduction at the rate of exchange at which the foreign currency was originally purchased.
40. Charterers have the right of taking down or shifting wooden bulkheads if necessary. Time and cost of taking down and re-erecting to be for Charterers' account and to be re-erected in the same strong condition as before to Master's satisfaction. The crew to assist in erecting and taking down shifting boards and erecting uprights for deck cargo when necessary and if permitted by local shore regulations, otherwise shore labour to be employed at Charterers' expense.
41. Vessel to supply all lighting apparatus so far as is on board free of expense to Charterers.
42. Charterers to have the benefit of any return insurance premium receivable by Owners from the underwriters (as and when received from underwriters) by reason of the vessel being in port for a minimum period of 30 days provided vessel is on hire.

Bunkers.

4. That the Charterers at the port of delivery and the Owners at the port of re-delivery shall take over and pay for all ^{Gasoil} ~~fuel~~ remaining in Steamer's bunkers, at the current price of the respective ports. The ~~Owners~~ ^{Charterers} to be ~~as~~ delivered with not less than 10 tons ^{Gasoil in motorship's bunkers} ~~and not exceeding~~ ~~tons~~ ~~in Steamer's bunkers~~ and redelivered with approx. 25 tons Gasoil.

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5. The Crown Agents are not yet in a position to indicate the "Shackleton's" E.T.A. at Cape Town as requested in your cable AA.167 of 14th February. However, Westralian Farmers tell us that, although they can speak with no authority, the prospects are that the vessel should reach Cape Town by 1st or 2nd March. We shall cable the official E.T.A. as soon as we have it and, indeed, we hope to have done so by the time this minute reaches you.

6. It would be most appreciated if we could receive your earliest reply in regard to the points raised in paragraph 4 (c) and (d) above, if possible by telegram within the course of the next week.

A. F. CRANE

Minister.

AD/AG

The attached copy of the "Shackleton's" E.T.A. is for the use of the Department of Transport. It is requested that you should be kept advised of any developments which may arise in connection with the vessel's progress.

It is requested that you should be kept advised of any developments which may arise in connection with the vessel's progress.

It is requested that you should be kept advised of any developments which may arise in connection with the vessel's progress. It is requested that you should be kept advised of any developments which may arise in connection with the vessel's progress.

The information in your telegram should be in the normal course, be confirmed later by the communication to the Office of the Minister.

a copy of the delivery certificate, duly certified on behalf of the charterers and owners, and also reflecting the quantity and value of the gas oil bunkers taken over.

- (b) You will no doubt wish to arrange for the usual "on-survey" and "off-survey" of the "Shackleton" on delivery and re-delivery, as was done in the case of the "Polarhav" charter.
- (c) It will be noted that clause 7 of the charter party provides that the charterers will give not less than 10 days' written notice of the approximate date of re-delivery. The Crown Agents would probably not insist on strict compliance with this provision, but reasonable notice will, of course, have to be given. In this regard, it will be recalled that, at the request of the Crown Agents, we asked in our minute P.S.16/6 of 6th January for details of the proposed itinerary of the "Shackleton". We should be grateful to receive this information as soon as possible: and if it is sufficiently comprehensive, with approximate dates specified, Westralian Farmers state that they will suggest to the Crown Agents that it be accepted by the latter in lieu of formal notice in terms of clause 7 of the charter party.
- (d) With reference to paragraph 2 of your minute A.11/46/7 of 22nd November, 1960, we have today received a letter from the Colonial Office asking whether, on the assumption that passenger accommodation will be available under clause 57 of the charter party, it will be possible for your Department to provide passages for the following officers of the Tristan da Cunha administration:-
- P.J.F. Wheeler (Administrator designate),
Mrs. Wheeler and three young children.
- Rev. C. J. Jewell (Chaplain), Mrs. Jewell and three young children.
- Dr. K. R. Warr (Dentist) and Mrs. Warr
- Miss E. A. Bennett (Teacher)
- Dr. P. D. Winter of the Poliomyelitis Research Foundation, Johannesburg.

AIRMAILURGENT

|| 17th February, 1961.

The Secretary for Transport,
Private Bag 193,
PRETORIA.

Charter of the "Shackleton" for Islands
Relief, 1961

Your file A.11/46/7 and your cable AA.167 of 14th February refer.

2. The charter party for the "Shackleton" was duly signed on behalf of the Department of Transport on 15th February. As requested, 8 photostat copies are enclosed. In accordance with normal practice, the original document will be retained by the owners.

3. Also enclosed for your information and records are two copies of a press release issued by the Information Department of the Colonial Office in London in regard to the charter. This follows the broad pattern of the press release which was issued last year. Copies of the press release are also being sent to the Department of External Affairs for their records.

4. As regards the procedure to be followed in terms of the charter party, we would direct attention to the following:-

- (a) In terms of clause 5, the first 30 days' hire, amounting to £7,200, will be payable in advance to Westralian Farmers on delivery of the vessel. It would be appreciated therefore if you would arrange for this Office to be informed by telegram of the exact time and date on which delivery of the "Shackleton" is accepted by the Union authorities, and also of the quantity and current Cape Town contract price of the bunkers remaining on board at that time. Your telegram should be despatched to us immediately after delivery and should convey authority for payment to Westralian Farmers of the first month's hire and, in addition, on receipt of the owners' debit note in this connection, the value of the bunkers in terms of clause 4 of the charter party.

The information in your telegram should, as in the normal course, be confirmed later by the transmission to this Office by airmail of

/a copy

AIRMAIL

17th February, 1961.

THE SECRETARY FOR EXTERNAL AFFAIRS.

Charter of the "Shackleton" for
Islands Relief, 1961

Your file 102/2/7/2 refers.

You will no doubt be aware that negotiations, on behalf of the Department of Transport, have this week been concluded in London with the Crown Agents for the charter of the R.R.S. "Shackleton" to relieve the South African weather stations on Tristan da Cunha and Marion and Gough Islands. This is the second year running in which this vessel has been chartered for this purpose.

I am enclosing, for your information and records, two copies of a Colonial Office press release on the subject. This follows broadly the press release issued by the Colonial Office last year when the "Shackleton" was chartered.

The Colonial Office, incidentally, have been very co-operative and have been concerned to give the arrangement what publicity they could, not only on behalf of the Falkland Islands Dependencies Survey, but also from the point of view of South Africa's own programmes in the south Atlantic. We have noticed that the charter did, in fact, receive a very brief mention in the 'Daily Telegraph'.

Copies of the press release have been sent direct to the Department of Transport with copies of the charter party itself.

A. F. DRANE

Minister.

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Return to Mr. Drake

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administrative control of the Governor of the Falkland Islands. Its Director is Sir Vivian Fuchs. Since 1944 it has maintained permanent bases on the mainland ~~xxx~~ of Graham Land and on nearby islands and in January 1959 it took over the base at Halley Bay (Coats Land) set up by the Royal Society Expedition. At these bases, between 80 and 90 scientists and technicians spend periods of up to two years, engaged in a systematic programme of investigation that is producing valuable information about the south polar continent.

Each Antarctic summer (November-March) the sea ice clears sufficiently for specially-strengthened vessels to make the long and difficult voyage to the bases with relief staff and supplies. Designed for ice work along the Norwegian coast, R.R.S. SHACKLETON was built at Solvesborg, Sweden, and went into service with the Arendal Steamship Company of Norway, under the name ARENDAL. She was purchased for FIDS by the Crown Agents for Oversea Governments and Administrations in August 1955. The vessel was re-named SHACKLETON with the permission of the family of the famous British explorer, and Her Majesty the Queen designated ~~it~~ the SHACKLETON a Royal Research Ship. She has ~~been~~ undergone extensive modification, including additional strengthening for the ice conditions of the Antarctic. R.R.S. SHACKLETON has an overall length of 200 feet and a beam of 36 feet; her registered tonnage is 274 net and 1,102 gross. In addition to quarters for her company, she has a cargo capacity of some 700 tons and accommodation for up to 32 scientists and technicians of the Falkland Islands Dependencies Survey.

February . 1961

Draft Press release for issue immediately after completion of charter party

R.R.S. SHACKLETON CHARTERED AGAIN
BY SOUTH AFRICAN GOVERNMENT

For the second year in succession the Royal Research Ship SHACKLETON has been chartered by the South African Government in connection with their Antarctic programme. The charter party was completed in London to-day () day, February , 1961) by the High Commissioner for South Africa, Dr Hilgard Muller.

The charter is a further example of scientific co-operation in the British Commonwealth. Registered in the Falkland Islands, R.R.S. SHACKLETON is under the command of a New Zealander, Captain David Turnbull (from Timaru, South Island) and manned by seamen from the Falkland Islands and the United Kingdom.

In March and April the Royal Research Ship is to make relief voyages from Cape Town to South Africa's meteorological stations in the South Atlantic, including those on Tristan da Cunha, Marion Island and Gough Island. Together with the South African National Antarctic Expedition in Queen Maud Land, these stations are contributing to the expansion of South Africa's scientific work in the South Atlantic and the Antarctic. The weather information they supply is co-ordinated by the South African Meteorological Service before being made available to other countries.

R.R.S. SHACKLETON sailed from Southampton on September 27, 1960 with stores and supplies for the Falkland Islands Dependencies Survey (FIDS). Since then, she has been supporting R.R.S. JOHN BISCOE in the annual relief of FIDS bases in the British sector of the Antarctic. In addition, she has been taking part in a magnetic survey of the Scotia Arc - a vast submarine ridge running from South Georgia through the South Sandwich Islands and the South Orkneys to the South Shetlands. A FIDS team aboard the SHACKLETON have been taking observations by means of a seaborne magnetometer towed behind the vessel. By measuring variations in the earth's magnetic field they have been studying the nature of the rocks below the ocean floor: it is thought that there is a possible connection between the Scotia Arc and the Andes mountains of South America.

The Falkland Islands Dependencies Survey is devoted to scientific research and exploration in the British sector of the Antarctic, under the

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February 15, 1961



Colonial Office

INFORMATION DEPARTMENT

ABBey 1266

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The Falkland Islands Dependencies Survey is devoted to scientific research and exploration in the British sector of the Antarctic, under the administrative control of the Governor of the Falkland Islands. Its Director is Sir Vivian Fuchs. Since 1944 it has maintained permanent bases on the mainland of Graham Land and on nearby islands and in January, 1959, it took over the base at Halley Bay (Coats Land) set up by the Royal Society Expedition. At these bases, between 80 and 90 scientists and technicians spend periods of up to two years, engaged in a systematic programme of investigation that is producing valuable information about the south polar continent.

/ Each

WESTRALIAN FARMERS TRANSPORT LIMITED

CHARTERING BROKERS AND SHIP MANAGERS

Directors
E. T. LOTON (CHAIRMAN)
J. THORNTON (MANAGING DIRECTOR)
E. W. RICHARDS
C. W. BAYLY, W.C.
A. P. MCGUIRE

UNITED DOMINIONS HOUSE
51 EASTCHEAP
LONDON E.C.3

Telephone No
MANSION HOUSE 6881/4

Telegrams
INLAND: WESTAUST, BILDGATE, LONDON
FOREIGN: WESTAUST, LONDON

LONDON REPRESENTATIVES
AUSTRALIAN NATIONAL LINE

PLEASE QUOTE RNS/CW/GEN/A.21.

17th February, 1961.

The Minister,
South Africa House,
Trafalgar Square,
LONDON, W.C.2.

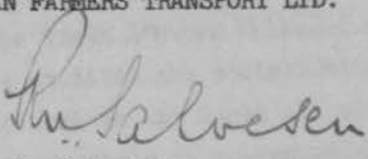
For the attention of Mr. A.F. Drake.

Dear Sir,

"SHACKLETON" Charter Party dated the 28th December, 1960.

We confirm having despatched to you yesterday evening, under separate cover, 10 copies of the above document, as requested. In accordance with the usual practice the original document has been returned to the Owners for ~~the~~ retention by them.

Yours faithfully,
For WESTRALIAN FARMERS TRANSPORT LTD.


R. N. Salvesen.

Arc and the Andes mountains of South America.

The Falkland Islands Dependencies Survey is devoted to scientific research and exploration in the British sector of the Antarctic, under the administrative control of the Governor of the Falkland Islands. Its Director is Sir Vivian Fuchs. Since 1944 it has maintained permanent bases on the mainland of Graham Land and on nearby islands and in January, 1959, it took over the base at Halley Bay (Coats Land) set up by the Royal Society Expedition. At these bases, between 80 and 90 scientists and technicians spend periods of up to two years, engaged in a systematic programme of investigation that is producing valuable information about the south polar continent.

/ Each

P.S.16/6
P.S.16/7

AIRMAIL.

21st February, 1961.

The Minister,
South Africa House,
Capefinger Square,
LONDON, W.2.2.

The Secretary for Transport,
Private Bag 193,
PRETORIA.

Dear Sir,

Charter of the "Shackleton" for Islands
Relief, 1961.

Your file A.11/46/7 and our minute P.S.16/6
of 17th February refer.

In view of the fact that the Crown Agents, as
we reported previously, were unable to agree to the in-
clusion in the charter party for the "Shackleton" of the
clause recommended by the State Attorney to govern the
question of liability for loss or damage, Westralian
Farmers have suggested to us informally that you might
wish to consider what is called a "Timecharterers entry
in a P. & I. (i.e. Protecting and Indemnity) Club.

Enclosed for your information in this connection
is a copy of a short memorandum which Westralian Farmers
have prepared, as well as a brochure issued by The London
Steam-Ship Owners' Mutual Insurance Association Limited.
The brochure sets out the cover afforded to owners by a
P. & I. Association; an entry by a charterer would ap-
parently cover him for any liabilities, under Class 5 only,
for which he might become legally responsible.

Should this type of insurance cover be of interest
to the Department of Transport as regards the current
"Shackleton" charter or any subsequent charters, Westralian
Farmers will no doubt be able to obtain further particulars
on request.

E. F. C.

Minister.

AD/MJE

DEBIT: TRANSPORT

21.2.61.

DRAKE.

B/F 2/3
A.C. 24/2
W. Drake. mje
2/3/1961

LT TRANSPORT PRETORIA

144

YOUR FILE A11/46/7 AND CABLE AA167.

GOVERNOR FALKLAND ISLANDS HAS TODAY INFORMED COLONIAL OFFICE THAT SHACKLETON LEFT PORT STANLY 20TH FEBRUARY. ETA 7 OR 8 MARCH IN CAPE TOWN WHERE ARRANGEMENTS HAVE BEEN MADE TO DRYDOCK HER FOR ABOUT FOUR DAYS PRIOR TO GOING ON CHARTER ON ACCOUNT OF RUDDER DAMAGE

7
OPPOSITELY

clusion in the charter party for the "Shackleton" of the clause recommended by the State Attorney to govern the question of liability for loss or damage, Westralian Farmers have suggested to us informally that you might wish to consider what is called a "Timecharterers entry in a P. & I. (i.e. Protecting and Indemnity) Club.

Enclosed for your information in this connection is a copy of a short memorandum which Westralian Farmers have prepared, as well as a brochure issued by The London Steam-Ship Owners' Mutual Insurance Association Limited. The brochure sets out the cover afforded to owners by a P. & I. Association; an entry by a charterer would apparently cover him for any liabilities, under Class 5 only, for which he might become legally responsible.

Should this type of insurance cover be of interest to the Department of Transport as regards the current "Shackleton" charter or any subsequent charters, Westralian Farmers will no doubt be able to obtain further particulars on request.

BT F.

Minister.

AD/MJE

WESTRALIAN FARMERS TRANSPORT LIMITED

CHARTERING BROKERS AND SHIP MANAGERS

Directors
E. T. LOTON (CHAIRMAN)
J. THOMSON, C.B.E. (MANAGING DIRECTOR)
E. W. RICHARDS
C. W. BAYLY, R.C.
A. P. McGUIRE
K.W. Edwards.
LONDON REPRESENTATIVES
AUSTRALIAN NATIONAL LINE

UNITED DOMINIONS HOUSE
51 EASTCHEAP
LONDON E.C.3

Telephone No
MANSION HOUSE 6861/4

Telegrams
INLAND: WESTAUST, BILGATE, LONDON
FOREIGN: WESTAUST, LONDON

PLEASE QUOTE DW/CW/MS "SHACKLETON" 1961.

25th February, 1961.

The Minister,
South Africa House,
Trafalgar Square,
LONDON, W.1.

Attention A.F. Drake, Esq.

Dear Sir,

RRS
M.S. "SHACKLETON" Charter Party dated 28/12/60.

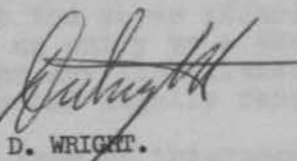
As you already know it is anticipated that the above vessel will now be Delivered to Charterers at Cape Town, on or about 7th March, 1961.

In accordance with the arrangement made during our telephone conversation this week, we enclose our Pro Forma Debit Note for £7,200. 0. 0. in respect of Thirty Days Hire, which will be due for payment to the Crown Agents on the date of Delivery.

We thank you for agreeing that on receipt of cabled advice from Cape Town, that the vessel has been accepted by Charterers you will arrange for your cheque in settlement of the hire payment to be delivered to our Office by Messenger. This will ensure that there will be no delay in sending our remittance to the Crown Agents. Your co-operation in this regard we can assure you is very much appreciated.

On receipt of advice that the vessel has been Delivered our Pro Forma Invoice will be substituted by an original confirming the time and date of commencement of hire. The value of the Oil Bunkers remaining on board at Time of Delivery will be adjusted separately.

Yours faithfully,
For WESTRALIAN FARMERS TRANSPORT LTD.


D. WRIGHT.

E. F. C.

Minister.

AD/MJE

β

WESTRALIAN FARMERS TRANSPORT LIMITED

CHARTERING BROKERS AND SHIP MANAGERS

UNITED DOMINIONS HOUSE
51 EASTCHEAP
LONDON E.C.3

Telephone No.
MANSTON HOUSE 6661/4

Telegrams
INLAND: WESTAUST, BILGATE, LONDON
FOREIGN: WESTAUST, LONDON

Directors
E. T. LOTON (CHAIRMAN)
J. THOMSON - C.B.E. (MANAGING DIRECTOR)
E. W. RICHARDS
C. W. BAYLY, M.C.
A. P. McGUIRE

LONDON REPRESENTATIVES
AUSTRALIAN NATIONAL LINE

PLEASE QUOTE RNS/CW/GEN/A.21.

24th February, 1961.

The Minister,
South Africa House,
The Strand,
LONDON, W.C.2.



For the attention of Mr. A.F. Drake.

Dear Sir,

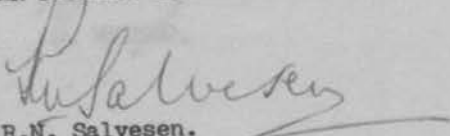
m.v. "SHACKLETON".

When we spoke to you about the position of this vessel last Tuesday afternoon we had already requested the Crown Agents to write to us officially. We have not yet received their letter and we have today reminded them of our request so we will probably hear tomorrow or on Monday.

In the meantime, we think you may be interested in the following extract from the Marine Casualties section from Lloyds List dated 18th February, the gist of which we gave to you by telephone on Tuesday:-

* "SHACKLETON" - Port Stanley, Falkland Islands, Feb. 16. - Survey vessel "SHACKLETON" surveyed at Port Stanley on Feb. 13 following report of rudder damage caused by striking submerged object while anchored at Lent Island, Lallemand Fjord, Antarctica, on Feb. 1. Naval divers report rudder stock lifted 48 millimetres and rudder skeg twisted 2 or 3 deg. Steering gear tested under greater than normal pressure with satisfactory results. We recommend vessel proceeds on scheduled voyage, hence Feb. 20 to arrive Cape Town on Mar 7, via South Georgia and Tristan da Cunha. Agents have booked dry dock on Mar. 8. - Lloyd's Agents per Salvage Association. ✓

Yours faithfully,
For WESTRALIAN FARMERS TRANSPORT LTD.


R.N. Salvesen.

R.F.

Minister.

AD/MJE

'A'

WESTRALIAN FARMERS TRANSPORT LIMITED

CHARTERING BROKERS AND SHIP MANAGERS

Telephone No
MANSION HOUSE 6861/4

UNITED DOMINIONS HOUSE
51 EASTCHEAP
LONDON E.C.3

Telegrams
INLAND: WESTAUST, BILGATE, LONDON
FOREIGN: WESTAUST, LONDON

Directors:
E.T. LOTON (CHAIRMAN)
W. THOMSON (MANAGING DIRECTOR)
E.W. RICHARDS A.P. McGUIRE
C. W. BAYLY, M.P.
K.W. Edwards.

LONDON REPRESENTATIVES
AUSTRALIAN NATIONAL LINE

PLEASE QUOTE RNS/CW/GEN/A.21.

27th February, 1961.

The Minister,
South Africa House,
Trafalgar Square,
LONDON, W.C.2.

For the attention of Mr. A.F. Drake.

Dear Sir,

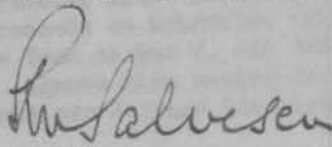
R.R.S. "SHACKLETON".

We have now received from the Crown Agents an official communication about the position of this vessel which we quote below:-

* "I am directed to inform you that advice has been received from the Governor, Falkland Islands to the effect that the "SHACKLETON" has left Stanley and her e.t.a. Capetown is 7th/8th March.

Unfortunately, the vessel struck a submerged object whilst anchored in the Antarctic on the 1st February and Lloyd's Surveyor has recommended that the vessel should be dry docked on arrival at the Cape. It is understood that the dry dock has been booked accordingly. *

Yours faithfully,
For WESTRALIAN FARMERS TRANSPORT LTD.



R.N. Salvesen.

E.F.

Minister.

AD/MJE

AIRMAIL. C2

1st March, 1961.

The Secretary for Transport,
Private Bag 193,
PRETORIA.

Charter of the "Shackleton" for Islands
Relief, 1961.

I refer to your file A.11/46/7 and my telegram No. 144 of 21st February, about the "Shackletons" E.T.A. in Cape Town.

Westralian Farmers have confirmed their verbal advice to us by quoting the following letter addressed to them by the Crown Agents:

"I am directed to inform you that advice has been received from the Governor, Falkland Islands to the effect that the "Shackleton" has left Stanley and her e.t.a. Cape Town is 7th/8th March.

Unfortunately, the vessel struck a submerged object whilst anchored in the Antarctic on the 1st February and Lloyd's Surveyor has recommended that the vessel should be dry docked on arrival at the Cape. It is understood that the dry dock has been booked accordingly."

The following extract from the Marine Casualties section of Lloyds List dated 18th February has also been brought to our notice by Westralian Farmers:

"Shackleton"- Port Stanley, Falkland Islands, Feb. 16. - Survey vessel "Shackleton" surveyed at Port Stanley on Feb. 13 following report of rudder damage caused by striking submerged object while anchored at Lent Island, Lallemand Fjord, Antarctica, on Feb. 1. Naval divers report rudder stock lifted 48 millimetres and rudder skeg twisted 2 or 3 deg. Steering gear tested under greater than normal pressure with satisfactory results. We recommend vessel proceeds on scheduled voyage, hence Feb. 20 to arrive Cape Town on Mar 7, via South Georgia and Tristan da Cunha. Agents have booked dry dock on March 8 - Lloyd's Agents per Salvage Association."

A. F. DRAKE

Minister.

FROM: TRANSPORT PRETORIA.

D: 2.3.61.

TO: H.C. LONDON.

R: 3.3.61.

C37. AA180.

Your minute PS 16/6 of 17 February re Charter Shackleton refers.

Itinerary:- Provided vessel delivered no later than 13 March and dependant on weather conditions approximately as follows but not guaranteed. Depart Capetown for Marion 14 March. Return Capetown 26 March. Depart for Tristan and Gough 28 March. Return Capetown to complete charter approximately 13 April. Present indications accommodation unfortunately not available for all the administration officers referred to paragraph 4(D) your minute. British High Commissioner contacting Colonial Office to nominate persons who should receive priority. 4 no finality yet.

Mr. Whitehead, Office + ... He says they had already heard ... Dept. of Transport has a ...

passenger accommodation ... 23 ... of 27. ... to ... Cape Town. ... 3/3.

left Stanley and her e.t.a. Cape Town is 7th/8th March.

Unfortunately, the vessel struck a submerged object whilst anchored in the Antarctic on the 1st February and Lloyd's Surveyor has recommended that the vessel should be dry docked on arrival at the Cape. It is understood that the dry dock has been booked accordingly."

The following extract from the Marine Casualties section of Lloyds List dated 18th February has also been brought to our notice by Westralian Farmers:

"Shackleton"- Port Stanley, Falkland Islands, Feb. 16. - Survey vessel "Shackleton" surveyed at Port Stanley on Feb. 13 following report of rudder damage caused by striking submerged object while anchored at Lent Island, Lallemand Fjord, Antarctica, on Feb. 1. Naval divers report rudder stock lifted 48 millimetres and rudder skeg twisted 2 or 3 deg. Steering gear tested under greater than normal pressure with satisfactory results. We recommend vessel proceeds on scheduled voyage, hence Feb. 20 to arrive Cape Town on Mar 7, via South Georgia and Tristan da Cunha. Agents have booked dry dock on March 8 - Lloyd's Agents per Salvage Association."

A. F. DRAKE

Minister.

P.S.16/6

3rd March, 1961.

For attention R.N. Salvesen, Esq.

Gentlemen,

Charter of the "Shackleton" for Islands
Relief, 1961.

With reference to our telephone advice today,
I wish to confirm that we have received the following
message from the South African Department of Transport:

"Provided vessel delivered no later than
13th March and dependent on weather conditions,
itinerary approximately as follows, but not
guaranteed: Depart Cape Town for Marion, 14th March;
Return Cape Town 26th March;
Depart for Tristan and Gough, 28th March;
Return Cape Town to complete charter
approximately 13th April."

We note that you will pass this information on
to the Crown Agents and ask whether they will accept it
in lieu of formal notice of redelivery in terms of Clause 7
of the Charter Party.

Yours faithfully,

E. F. DRAKE

Minister.

Messrs. Westralian Farmers Transport Limited,
United Dominions House,
51 Eastcheap, E.C.3.

AD/MJE

WESTRALIAN FARMERS TRANSPORT LIMITED

CHARTERING BROKERS AND SHIP MANAGERS

Telephone No
MANSION HOUSE 6861/4

Telegrams
INLAND: WESTAUST, BILGATE, LONDON
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Directors
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E.W. RICHARDS A.P. McGUIRE
C.W. BAYLY, M.C. K.W. Edwards.

UNITED DOMINIONS HOUSE
51 EASTCHEAP
LONDON E.C.3

LONDON REPRESENTATIVES
AUSTRALIAN NATIONAL LINE

PLEASE QUOTE RNS/CW/GEN/A.21.

6th March, 1961.

The Minister,
South Africa House,
Trafalgar Square,
LONDON, W.C.2.

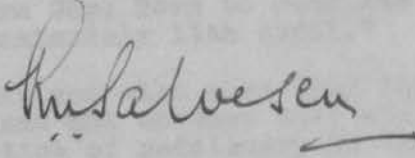
For the attention of Mr. A.F. Drake.

Dear Sir,

R.R.S. "SHACKLETON".

We thank you for your telephone call and letter of the 3rd March. We have given the Crown Agents the proposed itinerary and have asked them about the notice of redelivery. Their reply is to the effect that they would like the Charterers to give formal notice of redelivery to their Cape Town Agents, Mitchell Cotts & Co. (S. Africa Pty.) Ltd., when the vessel leaves Cape Town for the Tristan and Gough Island voyage: no doubt you will advise Pretoria accordingly.

Yours faithfully,
For WESTRALIAN FARMERS TRANSPORT LIMITED.

u7

R.N. Salvesen.

Messrs. Westralian Farmers Transport Limited,
United Dominions House,
51 Eastcheap, E.C.3.

AD/MJE

AIRMAIL

8th March, 1961.

The Secretary for Transport,
Private Bag 193,
PRETORIA.

Charter of the "Shackleton" for Islands
Relief, 1961.

Your file A.11/46/7 refers.

Westralian Farmers have informed the Crown Agents of the provisional itinerary for the "Shackleton" as set out in your telegram AA 180 of 2nd March.

In this connection you will recall that we mentioned in paragraph 4(c) of our minute of 17th February that Westralian Farmers would suggest to the Crown Agents that the provisional itinerary be accepted by the latter in lieu of formal notice of redelivery in terms of Clause 7 of the Charter Party. However, we have been informed by Westralian Farmers that the Crown Agents would like the Charterers to give formal notice of redelivery to their Cape Town agents, Mitchell Gotts and Co. (South Africa)(Pty) Limited, when the vessel leaves Cape Town for the Tristan and Gough Island voyage.

 H. F. DRAKE

Minister.

AD/MJE

Messrs. Westralian Farmers Transport Limited,
United Dominions House,
51 Eastcheap, E.C.3.

AD/MJE

UNITED DOMINIONS HOUSE,
51, EASTCHEAP,
LONDON, E.C.3. 25th Feb, 1961.

The Official Secretary,
South Africa House,
Trafalgar Square, London, S.W.1.

DW/JK/m.s. "Shackleton"
1961.

In account with PRO FORMA INVOICE.

WESTRALIAN FARMERS TRANSPORT LTD.

LONDON REPRESENTATIVES
Australian National Line

aa.r/12

m.s. "Shackleton" O.P. dated 23.12.60.
Anticipated delivery Cape Town 7th March 1961.

To:- Thirty days hire
@ £240. 0. 0. per day

15 MAR 1961

£7,200. 0. 0.

Debit TRANSPORT

Authority: Telegram No C 46 AA 191 dd 14. 3. 61

PAYMENT VOUCHER ISSUED
15 MAR 1961
No. 99519

Messrs. Westralian Farmers Transport Limited,
United Dominions House,
51 Eastcheap, E.C.3.

AD/MJE

P.S. 16/6

174

EN CLAIR TELEGRAM.

FROM: TRANSPORT PRETORIA
D: 14.3.61
TO: H. C. LONDON
R: 15.3.61

C46 AA191

Your file P.S.16/6 re charter Shackleton for Islands Relief refers.

Vessel accepted at 1500 hours on 13 repeat 13 March. Gasoil remaining on board 26.38 repeat 26.38 tons. Current price R26.05 repeat R26.05 per long ton. Please pay to Westralian Farmers first 30 days being R14,400 repeat R14,400 as well as debit for gasoil taken over.

PAYMENT VOUCHER ISSUED.
15 MAR 1961
No. 99519

Mr. Drake
1st floor.

The Accountant
Course of hours P.U. for
£7,200 only, inc: we
shall not pay for the gasoil
note later. Mr. Drake
1173

MR DRAKE
15/3
15/3

... by the latter in lieu of formal notice of redelivery in terms of Clause 7 of the Charter Party. However, we have been informed by Westralian Farmers that the Crown agents would like the Charterers to give formal notice of redelivery to their Cape Town agents, Mitchell Gault and Co. (South Africa) (Pty) Limited, when the vessel leaves Cape Town for the Tristan and Gough Island voyage.

PAYMENT VOUCHER ISSUED.
15 MAR 1961
No. 99519

AD/MJE

Messrs. Westralian Farmers Transport Limited,
United Dominions House,
51 Eastcheap, E.C.3.

AD/MJE

P.S. 16/6

15th March, 1961.

Attention : D. Wright, Esq.

Gentlemen,

R.R.S. "Shackleton" Charter Party dated 28/12/60

With reference to your letter of 25th February, I wish to confirm my advice by telephone to Mr. Wright that delivery of the "Shackleton" was accepted by the South African authorities at 1500 hours on 13th March. I am informed that gasoil remaining on board was 26.38 tons and that current Cape Town contract price in respect thereof was 260/6d. per long ton.

I have pleasure in enclosing our payment voucher for £7,200 in respect of the first 30 days' hire of the "Shackleton", and should be glad if you would acknowledge receipt in due course. I note that settlement in respect of the gasoil bunkers should not be effected immediately.

Yours faithfully,

M. E. DRANE

Minister.

Messrs. Westralian Farmers Transport Limited,
United Dominions House,
51 Eastcheap, E.C.3.

AD/AG

Messrs. Westralian Farmers Transport Limited,
United Dominions House,
51 Eastcheap, E.C.3.

AD/MJE

UNITED DOMINIONS HOUSE,
51, EASTCHEAP,
LONDON, E.C.3.

15th March 1961.

The Official Secretary,
South Africa House,
Trafalgar Square, LONDON S.W. 1.

DW/CL/m.s. "SHACKLETON"
1961

In account with

15th March, 1961.

WESTRALIAN FARMERS TRANSPORT LTD.

LONDON REPRESENTATIVES

Australian National Line

ca.p/u

m.s. "SHACKLETON" C.P. dated 28/12/60
Vessel Delivered Cape Town 15.00 hrs 13/3/61

TO:- THIRTY DAYS HIRE

From 15.00 hrs. 13th March 1961

To 15.00 hrs 12th April 1961.

@ £240. 0. 0. per day

£7,200. 0. 0.

(Value of Gas Oil Bankers remaining on board on
Delivery to be adjusted later.)

*W.F.T. to Acct
51 Eastcheap, E.C.3.*

Messrs. Westralian Farmers Transport Limited,
United Dominions House,
51 Eastcheap, E.C.3.

AD/MJE