

of coal in 120 hours. By the agreement of the parties there were excepted from the loading time, Sundays, holidays, strikes, frosts, or storms, any accidents stopping the working, loading or shipping of the cargo, restrictions or suspensions of labour, lock-outs, delay on the part of the railway company, either in supplying wagons or loading the coals, "or any other cause beyond the charterer's control." The ship arrived at Alexandra Dock, and notice was given of its readiness to load on 23rd July, but owing to the presence of other vessels which had previously arrived and were waiting to load, the turn of the ship to come under a loading tip was not reached until 1st August. The defendants claimed demurrage from 23rd July to 1st August. The plaintiffs contended that the delay was occasioned by a cause within the exception, "any other cause beyond the charterer's control"; but Hamilton, J., who tried the action, came to the conclusion that the delay in question was not of the same kind as any of the specified causes mentioned in the exception, and was, therefore, not within the exception, and that the plaintiff was consequently liable for the demurrage claimed.