April, 1902, but in the event of her being on a voyage at noon on the 5th December, 1901 (Chicago time), the policy was to continue until arrival at port of destination. This was not made known to the defendants, but they were aware that the usual conditions of insurance on hulls was to that effect. The defendants were covered by open policies on all shipments up to and inclusive of the 5th December in vessels reporting at an elevator ready to load at or before 6 o'clock in the afternoon, but this was not known to the plaintiffs otherwise than as they may have been aware of the general conditions of insurance upon cargoes carried on the upper lakes. . . . .

On the morning of the 5th the vessel had in due course reached a place in the river where she was within about 300 feet of elevator C. There was a vessel (the Rosedale) at the spouts, and the plaintiffs' vessel was next in order for them. It was supposed that the Rosedale would complete her loading about 9.30 in the morning. Before that hour Sellers told the captain of the plaintiffs' vessel that they could not fully load her before noon, but proposed that she should come under the spouts and he would start her load before dinner so as to save the insurance, and complete her that night. He knew that the vessels were hastening to get away before noon to save their insurance. At first the captain seemed disposed to meet the suggestion, but finally, on receipt by him of a telegram from the plaintiffs ordering him home, he left for Collingwood shortly before 11 o'clock, it being apparent, of course, that she could not load before noon.

From the time of her arrival until her departure both parties appear to have been exerting themselves to the utmost to get the vessel loaded.

The plaintiffs contend that the failure to do so was due to the defendants' default. The defendants, on the other hand, contend that they did everything that the contract required, and had the cargo at the place of loading ready to be loaded into the vessel before the time named in the contract, and that the failure to do so was owing to the default of the plaintiffs in not having their vessel at the place of loading ready to take the cargo on board within the time specified in the contract.

The defendants' duty under the contract was to furnish a cargo of wheat at the place of loading agreed upon, and upon the evidence it is beyond question that the place of loading contemplated and agreed upon by both parties was the elevators. There was no thought or intention in the minds of either of loading by any other means than through the elevator spouts. In fact there was no other method of loading