

## 1. M/V North Reefer (Voyage chartering)

M/V North Reefer was fixed for one voyage carrying meat from Dublin to Boston. The charter party contained the following clauses with regard to the loading:

*“Cargo to be loaded by the charterers free of risk and expense to the vessel in four running days of 24 hours, weather permitting. Time to commence 12 hours after master has given notice of readiness to load. Such notice to be given to charterers or their agents during office hours only. Time lost in waiting for berth to count as laytime.”*

The rate of demurrage was fixed at USD 20,000 per 24 hours.

When the vessel arrived at Dublin the loading berth was occupied and the vessel anchored on Sunday 5, 2100 hours. Shifting to loading berth commenced Wednesday 8, 1100 hours. Notice of readiness was given when the vessel was in berth, one hour later.

The charterers did not accept the vessel, and further cleaning had to be carried out. Cleaning finished Thursday 9, 0800 hours, and Owners immediately notified Charterers thereof. Loading commenced Friday 10, 0600 hours, but was stopped at 1400 hours because of a Trade Union conflict between the Charterers and the truck drivers who were bringing the meat to the quay. The dispute was settled and work resumed Monday 13 at 0600 hours. Loading was then stopped from Tuesday 14 from 1100 hours to 1700 hours due to rain. Loading was completed Wednesday 15 at 1800 hours.

**Is the Charterer obliged to pay demurrage and if so, how much?**

**Could the Owners have done things differently, thereby gaining a better position?**

**What would the position under the Nordic Maritime Code's background rules have been? Similar or different? (and if different: How?)**