1916
Dec. 23

QUEBEC ADMIRALTY DISTRICT.

IN THE MATTER OF

ADELARD BEAUDETTE, PLAINTIFF APPELLANT;

AND

S.S. "ETHEL Q,".....DEFENDANT RESPONDENT;

AND

QUINLAN & ROBERTSON, LIMITED,
OPPOSANT;

AND

DAME EUGENIE LABELLE,
CLAIMANT INTERVENING;

AND

WILLIAM ALBERT SHEPPARD,
CLAIMANT INTERVENING;

AND

QUINLAN & ROBERTSON, LIMITED, THE GUARANTEE COMPANY OF NORTH AMERICA;
GARNISHEES IN COURT BELOW;

AND

ADELARD BEAUDETTE,
PLAINTIFF CONTESTING OPPOSITION AND INTERVENTION.

Admiralty—Garnishee order from Provincial Court—Effect on Admiralty Court—Unnecessary Proceedings—Costs—Bail—Deposit.

The Admiralty Court, in Canada, is bound to recognize garnishee proceedings in other courts of the Province.

The Court should not encourage or countenance unnecessary proceedings and costs; its duty being to administer the law between the parties and not be influenced by mere technicalities occasioned by a welter of proceedings and costs which may in the circumstances of any particular case operate as a denial of justice.

1916

BEAUDETTE v. S.S. "ETHEL Q."

Argument of Counsel.

The plaintiff in an action by accepting bail, where a vessel is released upon bail, must not be taken to be in a worse position than if the vessel, the *res* itself, had remained under or within the control of the court.

Semble, the provisions of art. 1486 and 1487 R.S.Q. 1909, whereby one may deposit with the Provincial Treasurer any sum of money demanded of him by contending claimants, do not apply to cases where the contestation between the parties has been decided by the judgment of a Court of competent jurisdiction.

APPEAL from the judgment of the Deputy Local Judge of the Quebec Admiralty District, sitting in Montreal, 30 D.L.R. 529, 22 Rev. de. Jur. 450, upon an opposition *afin d'annuler* to a writ of fi. fa., issued against the Guarantee Company of North America, bail on the release of the vessel arrested herein, because of garnishee attachment made in the hands of the said company under judgment from the Provincial courts. The appeal also covers two issues upon the contestation by the plaintiff of the judgment creditor's claim followed by garnishee proceedings.

The hearing of the appeal took place at Ottawa before The Honourable Mr. JUSTICE AUDETTE, on October 31, 1916.

Sir Auguste Angers and *Mr. Delorimier*, appeared for the plaintiff appellant Beaudette; *Mr. A. Vallee* for the "Ethel Q."; *Mr. Tucker* for the intervenant Sheppard; and *Mr. Powell* for the intervenant Labelle.

Sir Auguste Angers and *Mr. Delorimier*, K.C., for the plaintiff, opened in support of the proposition that the Admiralty Court could not recognize garnishee proceedings and judgment thereon in the provincial courts.

Sir Auguste Angers: This case is an opposition taken by Messrs. Quinlan & Robertson, Limited, to the execution issued by the plaintiff, Adelard Beaudette, against the Guarantee Company of North America to satisfy the judgment obtained by him in the Exchequer Court of Canada, acting as a Colonial Court of Admiralty, Quebec Admiralty District, against the steamer "S.S. Ethel Q.", owned by the opposants. The opposant has had two seizures by garnishment taken in its hands by creditors of the said Adelard Beaudette, and it has been ordered by the Superior Court for the District of Richelieu to pay out of the judgment rendered against the S.S. "Ethel Q." certain sums to the judgment creditors of the said Adelard

1916

BEAUDETTE v. S.S. "ETHEL Q."

Argument of Counsel.

Beaudette. The opposants are directly interested inasmuch as they are responsible to the Guarantee Co. of North America, should the latter be obliged to pay this judgment to Adelard Beaudette. The plaintiff, Adelard Beaudette, contests the two seizures by garnishment made in the hands of Messrs. Quinlan & Robertson, Ltd., on the ground that the Superior Court for the Province of Quebec has no right to interfere, by judgment on a seizure by garnishment, in any proceedings of the Exchequer Court of Canada in Admiralty.

He submitted that the Colonial Courts of Admiralty Act 53-54 Vic. C. 27. Imperial, declared that the legislature (sec. 3) of any British possession may by any colonial law declare any court of unlimited civil jurisdiction to be a Colonial Court of Admiralty, and may provide for the exercise of such court of its jurisdiction under that act and limit territorially or otherwise the extent of such jurisdiction. The Act declares in sec. 2 that the jurisdiction of a Colonial Court of Admiralty shall be the same as that of the Admiralty jurisdiction of the High Court in England. The Act further states in section 3 that no Colonial Law shall confer any jurisdiction upon the court which is not by the Act conferred upon a Colonial Court of Admiralty. In other words the jurisdiction of a Colonial Court of Admiralty cannot be greater than that enjoyed by the Admiralty jurisdiction of the High Court in England. The Dominion Parliament has by the Act 54-55 Vic. c. 29, s. 3, declared that the Exchequer Court of Canada shall be within Canada a Colonial Court of Admiralty, and as such shall have within Canada all the jurisdiction, powers and authority conferred by the said Act, and by this Act. In sec. 4, the Canadian Act declares that all persons shall have the same rights and remedies in the Exchequer Court of Canada as may be had in any Colonial Courts of Admiralty under the Imperial Act. In order, therefore, to find out what is the extent of the jurisdiction of the Exchequer Court of Canada in Admiralty, we must refer back to the laws in England governing the extent and power of the English Admiralty Courts. Now, since time immemorial there has always been in England a conflictof jurisdiction between the High Court of Admiralty and the Common

Law Courts; and on reference to Roscoe's "Admiralty Practice" it will be found that the jurisdiction of the Common Law Courts has practically always prevailed over that of the Admiralty Court. This was admitted by Lord Gorell in the British Columbia case of *Bow, McLachlan v. Ship "Camosun,"*[1] who declared: The history of the long contest between the civilians of the Admiralty Court and the Courts of the Common Law is well known and need not be gone into now. It resulted in the Admiralty jurisdiction being confined within certain well defined limits, which were however extended by the legislature in more modern times, but not sufficiently to include a suit to enforce such a claim as that made by the respondents.

He maintained this conflict of jurisdiction was finally settled by the Supreme Court of Judicature, Acts 1873-1875, which finally merged the High Court of Admiralty with the Courts of Common Law, Equity and Exchequer into a single court called the High Court of Justice. Although the effect of this Act was declared by Kay, L. J., in the Court of Appeal in the case of *The "Recepta,"*[2] to alter the position of the Court of Admiralty by making it a Superior Court of equal jurisdiction with other branches of the High Court, the Privy Council in the later case of *Bow, McLachlan* v. *S.S. "Camosun"* (*ubi supra*) declared that the Judicature Acts of 1873 and 1875, conferred no new Admiralty jurisdiction upon the High Court and that the expression "Admiralty jurisdiction of the High Court" did not include any jurisdiction which could not have been exercised by the Admiralty Court before its incorporation into the High Court or which may be conferred by statute giving new Admiralty jurisdiction. In England a garnishee order of the Common Law Judges has always been respected by the Admiralty Court. See the case of *The "Olive,"*[3] also *"Jeff Davis,"*[4] *The "Leader."*[5]

He submitted that these cases would show that the Admiralty Court of England always respected the garnishee orders of the Common Law Courts. What lends force to these decisions is the fact that they all occurred when the

[1] [1909] A.C. 597; Can. Rep. (1909) A.C. 306 at 339.
[2] 7 Asp. 359.
[3] 5 Jur. (N.S.) 445.
[4] 17 L.T. (N.S.) 151.
[5] 18 L.T. (N.S.) 767.

1916

BEAUDETTE v. S.S. "ETHEL Q."

Argument of Counsel.

Court of Admiralty in England was a court distinct from the Common Law, Exchequer and Equity Courts of England. The situation would not arise now, inasmuch as the High Court of Admiralty is now merged in the Probate, Divorce and Admiralty Division of the High Court of Justice.

He maintained that the Common Law Courts of Great Britain have always maintained that the Courts of the Colonies had the right to restrain, if necessary, the local Admiralty Courts. Previous to the Colonial Courts of Admiralty Act there were in the different colonies of Great Britain, when the colonies were less self-governing than they are now, certain Vice-Admiralty Courts. The Common Law Courts of Great Britain have alway sheld that the early Colonial Courts had the same right to restrain the Vice-Admiralty Courts as the Common Law Courts of England had to restrain the Admiralty Court in England.

In the case of *Key v. Pearse*,[1] Lord Chief Justice Lee is reported by Lord Mansfield to have declared that the Colonies take all the Common and Statute laws of England applicable to their situation and condition. See *Lindo v. Rodney*.[2]

In *Hamilton v. Fraser*,[3] it was held that a prohibition may issue from the Court of King's Bench to stay the proceedings in the Court of Vice-Admiralty.

Following these decisions prohibitions have been issued by the Court of King's Bench, Quebec, in the case of *Murphy v. Wilson* (1822), *Willis v. Soucy*, (1827), *Garret v. Morgan* (1834), and *Hurley v. Short* (1834). Although these cases are not in point they show the principle that a Vice-Admiralty Court is not of itself, unless clearly stated to be so by any act of the legislature, independent of the restraining orders of the Civil Courts. The exclusive jurisdiction, if any, of the Admiralty Court flows from the subject matter of the suit, and not from the constitution of the court itself. This was decided in the case of *Key v. Pearse*, *supra*, in regard to the jurisdiction of the Vice-Admiralty Courts in questions of prize money.

[1] Referred to in 2 Doug. 606 (99 E.R. 381).
[2] Referred to in 2 Doug. 613, n. (99 E.R. 385).
[3] Stu. K.B.R. (Que.) 21.

1916

BEAUDETTE v. S.S. "ETHEL Q."

Argument of of Counsel.

He submitted that the contention that the Exchequer Court of Canada is superior to any Provincial Court is not supported either by the Acts of Parliament relating to the Exchequer Court or by the decision of the Privy Council. The jurisdiction of the Exchequer Court depends upon different statutes, it has exclusive jurisdiction only where an Act of Parliament specifically confers it, as in the case of the Exchequer Court Act. By that Act the Exchequer Court has exclusive jurisdiction between the Sovereign and the subject. Its jurisdiction is concurrent in the case of trade-marks, because the Trade-marks Act does not touch the Common Law right of the owner of an infringed trade-mark to seek his remedy in the Common Law courts.

The jurisdiction of the Exchequer Court in admiralty matters is limited by the Colonial Courts of Admiralty Act, see *Bow, McLachlan v. S.S. "Camosun."*[1] As the Imperial Colonial Courts of Admiralty Act allows the Dominion Parliament to only confer upon the Exchequer Court the same jurisdiction which the Imperial Parliament has conferred upon the Admiralty Division of the High Court of Justice, and as the English Admiralty Courts were and are obliged to respect the garnishee orders of the other divisions of the High Court of Justice, it therefore follows that the Dominion Parliament cannot, even if it was specifically so stated in the Canadian Admiralty Act, or any other Dominion Act, render the Exchequer Court of Canada in Admiralty immune by any stay of proceedings, or judgment upon seizure by garnishment rendered by any court of civil jurisdiction.

In the case of *Hodge v. Beique*[2] the Superior Court of Quebec held that it could not interfere in a case before the Exchequer Court, but that case happened to be a case within the exclusive jurisdiction of the Exchequer Court, and not a case in which both the Exchequer Court and the Superior Court had concurrent jurisdiction.

To contend that the Imperial Parliament intended by *the Colonial Courts of Admiralty Act* to set up in the Empire tribunals superior to the other courts in the different portions of the Empire is to take a point of view utterly

[1] [1909] A.C. 597; Can. Rep. (1909) A.C. 306 at 339.
[2] 33 Que. S.C. 90.

1916

BEAUDETTE v. S.S. "ETHEL Q."

Argument of Counsel.

opposed to the policy of the Imperial Parliament, which has been endeavouring during the latter part of the nineteenth century to give the overseas Dominions as much autonomy as possible, and such a step on the part of the Imperial Parliament would be quite incompatible with its whole policy.

He contended that after all there is really here no conflict of jurisdiction, inasmuch as the Exchequer Court has ordered the S.S. "Ethel Q." to pay to Beaudette a certain sum, and the Superior Court has ordered Beaudette to pay it to certain other parties and has seized the money in the hands of the persons ultimately responsible for its payment to Beaudette. The plaintiff might have contested the *saisie-arrets*.

His declaration that he was never notified of the issue of the writs of saisie-arrets-apres judgment is disproved first of all by the proces verbaux of the bailiffs charged with the service of the writs, and then again by the fact that the Superior Court for the district of Richelieu would not have rendered judgment on the saisie-arrets unless the writs had been properly served. The fact that the Superior Court rendered judgment on these saisie-arrets raises in this case the presumption against the plaintiff contestant, that they were served upon him. He must in this case be taken to have been served with them. The burden of proof was upon the plaintiff contestant to show that we had been served with the writs of saisie-arrets. By contesting these writs at Sorel he would have had a decision on the question of law now raised against the proper parties, and not against an innocent party, the tiers-saisie. *Vigilantibus non dormientibus jura subveniunt.* At the time of the issue of the writ of execution against the Guarantee Company of North America there were undoubtedly de facto, the judgments of the Exchequer Court in Admiralty and of the Superior Court. Even it if were to be decided now that the two judgments of the Superior Court were irregular, the opposant, at the time of the issue of the writ of execution could not have disregarded them, and decided on his own responsibility that they were ill-founded. The opposant could not then have taken justice summarily in his own hands. To have paid over the money to the

plaintiff-contestant in disregard to the judgments on the *saisie-arrets* would have rendered the opposant guilty of contempt of the Superior Court for the District of Richelieu. The opposant was therefore justified at the time of the issue of the writ of execution, in taking the stand that they (Quinlan & Robertson, Limited) could not pay the debt, and as the judgment of this honourable court was being executed upon the Guarantee Co. of North America the only recourse open to the opposant was to make this opposition.

The opposant therefore submits that as the plaintiff-contestant, Adelard Beaudette, did not contest the writs of *saisie-arrets*, at the proper time, at their issue, he has lost all rights to contest them as far as regards the opposant and its ship, the S.S. "Ethel Q."

In conclusion he maintained that in view of the interest of the other parties the least that could be done would be to order Dame E. Labelle and W. A. Sheppard, the seizing creditors, to intervene in this case, so that a final judgment be rendered, which would be binding on all parties.

Mr. Tucker followed, and said that the Superior Court did not do anything to infringe upon the jurisdiction of the Exchequer Court. All the Superior Court in the District of Richelieu did was to render a judgment to pay Sheppard some $700, and in execution of that judgment ordered the issue of a writ of attachment after judgment, a seizure by garnishee. Cites provisions of art. 1486, R.S. Que. 1909.

When this petition was presented to Mr. Justice Lafontaine in Quebec, the Judge said, "File a copy of the proceedings and let me see the claims," and when he saw the proceedings he said, "I have no jurisdiction, I cannot judge upon that matter." And it was perfectly reasonable. Cites art. 1487, R.S. Que. 1909.

It has been urged that the costs caused by the issue of the garnishee attachments was a useless expense. He could not understand that either, because in Dec. 1914, Sheppard obtained a judgment for some $700 against Beaudette. It was only in December, 1915, that the seizure was taken in the hands of Quinlan & Robertson.

1916

BEAUDETTE v. S.S. "ETHEL Q."

Reasons for Judgment.

If Beaudette had got hold of this money, they could never have got a cent. Their only chance of being paid was to put a seizure in the hands of the person who had this money. Beaudette was condemned in the Superior Court to pay Sheppard. Beaudette did not satisfy that judgment; and the costs of this seizure Beaudette was condemned to pay which was perfectly legal and proper. Cites art. 1490 R.S. Que. 1909, also art. 940, C.C.P. (Que).

Mr. Powell submitted that there was nothing irregular or improper in the procedure followed, and that it was not competent for this court to review the judgment of the Superior Court.

Mr. Delorimier in reply submitted that the whole matter is really one of costs, and as to whether the right proceedings were taken. He could submit that they do not contend that there is any conflict of jurisdiction.

AUDETTE, J. (December 23, 1916) delivered judgment.

This is an appeal from the judgment of the Deputy Local Judge of the Quebec Admiralty District pronounced on June 9, 1916.

The facts of the case are set forth in detail in the judgment appealed from; they are somewhat complicated and intricate. However, when properly analyzed they resolve themselves into a very small compass upon which turns this appeal.

It is well as a prelude to state that counsel at bar for the appellant, Mr. Delorimier, abandoned his contention with respect to the question of conflict of jurisdiction—which indeed, was rightly decided by the local judge—the question remaining to be adjudicated upon being now in the result only a question of procedure and costs. And, indeed, than in this case, there is no greater exhibition of unnecessary costs.

Suffice it to say here that this was an action *in rem* against the vessel which under the provisions of the Admiralty Rules was released upon bail.

The plaintiff in such an action, by accepting bail, or when the vessel is so released upon bail, must not be taken to be in a worse position that if the vessel, the *res* itself remained

under or within the control of the Court. The bail or the security stands in lieu and stead of the *res*.

After bail had been furnished and the vessel released the case was proceeded with and finally the vessel-defendant was condemned, and here began the difficulties.

In the meantime the plaintiff, whose vessel had been damaged in the collision with the "*Ethel Q*", the defendant, proceeded to have his vessel repaired and for that purpose purchased timber from and had his vessel repaired by the claimants Labelle and Sheppard, who subsequently obtained judgments against him for the same and after judgment for such capital and costs seized in the hands of Quinlan and Robertson, Limited, who then and then *only* appeared to be the owners of the "*Ethel Q.*", the defendant herein. A seizure by garnishment was also subsequently issued in the hands of the bail, the Guarantee Company of North America.

A judgment was first obtained on September 24, 1915, in the District of Richelieu, P.Q., in the case of Sheppard against the garnishees Quinlan and Robertson, Limited, whereby the seizure was declared in force and whereby the garnishees were ordered to declare *de novo* after final pronouncement upon the judgment appealed from and to *deposit*. In the meantime after the judgment in Admiralty had been confirmed and the execution in question issued on October 1, 1915, the plaintiff Sheppard issued on October 5, 1915, another writ by garnishment in the hands of the Guarantee Company of North America, and judgment was obtained upon the same *only* on October 15, 1915.

In the Labelle case the first writ of garnishee was issued on May 11, 1915, against the garnishees Quinlan and Robertson, Limited, and on September 17, 1915, a similar order was made, namely, declaring the seizure good, ordering the garnishee to declare *de novo* after the disposition of the judgment in appeal in the Admiralty Court and to deposit (au greffe de cette cour) in the prothonotary's office, in the District of Richelieu. Subsequently, on October 5, 1915, another seizure by garnishment was issued against the Guarantee Company of North America and judgment was given upon the same only on October 15, 1915, ordering the

1916

BEAUDETTE v. S.S. "ETHEL Q."

Reasons for Judgment.

garnishee to pay within 8 days from the service of such judgment.

It is important to note that the execution was issued in this case on October 1, 1915, that the seizure was made thereunder on October 4, 1915, and the opposition by Quinlan and Robertson, Limited, to stop this seizure, was also made on that date, October 4, 1915.

At that time there was no final judgment against either garnishees, these judgments in both cases being obtained only on October 15, 1915, against the Guarantee Company, and the writ by garnishment against the Guarantee Company had only been issued on October 5, 1915. after the writ of execution had been issued in this case.

What privity was there on the face of the record, at that date, as between Quinlan and Robertson, Limited, and the plaintiff, did not appear in the Admiralty Court.

As I have already said the *res* was in the Admiralty Court or was represented by the bail. What justification was there for Quinlan and Robertson, Limited, to file this opposition, I fail to see, unless a defendant debtor could be justified in filing an opposition against all executions, in case he had other creditors. Instead of filing his opposition he should have paid or deposited or caused the bail, the Guarantee Company, to deposit the amount of the bail in the Court already seized with the *res*, or deposit in the Provincial Court as ordered, *the same acting as an assignment pro tanto* and deposit the balance in the Admiralty Court. What justification have Quinlan and Robertson, Limited, to have entirely ignored the judgments given in September, 1915, in the District of Richelieu, ordering them to deposit with that Court? Did they so ignore them to make further costs by filing this opposition?

The opposants, Quinlan and Robertson, Limited, ignoring both the execution issued herein on October 1, 1915, and the judgments of the District of Richelieu, ordering them in September, 1915, to deposit in that district the amount of the liability in the cases of Sheppard and Labelle, under the provisions of art. 1486 and 1487 R.S.Q., 1909, deposited on October 13, 1915, with the Provincial Treasurer, P.Q., the amount of the condemnation herein against the vessel "*Ethel Q.*". Why was not

that done at the beginning instead of filing an opposition—the multiplication of proceedings and unnecessary costs would have been saved, and the Court should not encourage or countenance them; its duty being to administer the law between the parties and not to be influenced by mere technicalities of procedure which may in the circumstance of any particular case operate as a denial of justice. The bail or the opposants were avowed debtors and had either to pay or deposit in this Court and in pursuance to previous judgment, and not to resort to unnecessary proceedings and costs.

And can art. 1486 and 1487, R.S.Q. 1909, apply to a case like the present? Indeed the English version of art. 1486 says, that whenever any person desires to pay any sum of money which is demanded of him by *contending claimants*, he may deposit with the Provincial Treasurer. However, the French version, which must prevail in case of doubt, is much clearer and says: "Lorsqu'une personne désire "payer une somme d'argent qui lui est demandée *pour "des réclamations en contestations*, etc., elle peut déposer "au bureau du Trésorier."

That is, where claims are not finally settled and in course of contestation such deposit may be so made, but would that apply to cases where there is no more contestation and where judgment has been given thereby putting an end to any contestation? Could arts. 1486 and 1487 apply to cases where there has been judgment? It would seem from the reading of art. 1487 that it would not, since the amount is to be paid over by the Treasurer to the party entitled to it upon filing with him a copy of judgment to that effect.

At the date the opposants deposited there were two judgments in the Provincial Court ordering them to deposit with that Court the amount due in the cases of Sheppard and Labelle respectively. There was also the judgment in this Court under which execution issued on October 1, 1915.

It would seem that art. 1486, R.S.Q. 1906, did not apply to cases wherein the contestations had been decided by courts of competent jurisdiction.

1916

BEAUDETTE v. S.S. "ETHEL Q."

Reasons for Judgment.

By choosing to deposit with the Provincial Treasurer as they did, on October 13, 1915, the opposants established thereby, it was absolutely unnecessary to file an opposition *afin d'annuler* and occasion costs without justification. The opposition *afin d'annuler* had no practical result except that of making costs and complicating matters, since the opposants finally deposited.

Furthermore since the local judge has held—and that holding is concurred in by this Court in the present judgment—that the Admiralty Court is bound to recognize garnishee proceedings in the other courts in the Province, the opposant had no other course to follow than to deposit in the local court the amount and the amount only of the condemnation pursuant to the judgments of such Provincial Court ordering such deposit which had been ignored by the opposants and further to deposit in the Admiralty Court the balance of such monies with copies of judgments of the Provincial Court. There never was any occasion to file the opposition.

However, this matter righted itself later on by the order of the deputy local judge in Admiralty ordering the monies to be deposited in the Admiralty Court and calling in the two judgment creditors as he had the right to do under the rules of this Court. What justification can there be for filing the opposition? I am at a loss to understand. What was actually and eventually done was so done in a circuitous manner through the opposants' unnecessarily multiplying and occasioning a welter of proceedings and costs and finally landing where they should have started from. Indeed they should have deposited as above mentioned, both in the Provincial and the Admiralty Courts and not with the Provincial Treasurer.

The opposition *afin d'annuler* is dismissed with costs, both in this Court and in the Court below.

Coming now to the two claims made by Labelle and Sheppard who, rightly or wrongly, are herein called *intervenants*, it must be found they were both merely judgment creditors and there was no reason for the plaintiff to contest their claim upon the grounds set forth in his plea to the intervention which is purely technical, formal, without substance and unfounded. These two claimants were

entitled to be paid; and the place for a contestation of these claims, if they had any, was before the Provincial Court.

The contestation of these two interventions was not made, under the circumstances, upon justifiable grounds and should be dismissed with costs in this Court and in the Court below.

Therefore, with such modification and variation, the following judgment should be entered:

1. The court and judges fees shall be paid by the respective parties liable therefor, under the tariff of the Court.

2. The opposition *afin d'annuler* should be dismissed with costs in both courts against the opposants Quinlan and Robertson, Limited, including costs of seizure, and such costs shall not be paid out of the monies deposited in court.

3. The contestations of the two interventions shall also be dismissed with costs in both courts to be paid out of the monies deposited in court.

4. The claims of the two *intervenants* with costs to be paid out of the monies deposited in court.

5. The balance, if any, of the monies so deposited herein shall be paid to the plaintiff, reserving all his rights under his judgment obtained in the Court for any portion thereof remaining unsatisfied.

*Judgment varied.**

* Affirmed on appeal to Supreme Court of Canada, June 2nd, 1917.

Solicitors for Adelard Beaudette, plaintiff appellant: *Angers, Delorimier & Co.*,

Solicitor for *S.S. "Ethel Q."* and Quinlan and Robertson, opposant : *A. Vallee.*

Solicitor for Dame Eugenie Labelle, claimant intervening: *Hibbard, Gosselin & Moyse.*

Solicitor for William Albert Sheppard, claimant intervening : *Henry Tucker.*