



T-1941-93

BETWEEN.

JAMES L. FERGUSON

Plaintiff

- AND -

ARCTIC TRANSPORTATION LTD. AND THE OWNERS  
AND ALL OTHERS INTERESTED IN THE SHIPS  
"AMT TRANSPORTER", "ARCTIC NUTSUKPOK"  
"ARCTIC IMMERK KANOTIK", "ARCTIC KIBRAYOK",  
"ARCTIC KIGGIAK", "ARCTIC TUKTA",  
"ARCTIC TENDER", "ARCTIC TENDER II"  
AND "J. MATTSON"

Defendants

- AND -

PANAMA CANAL COMMISSION

Third Party

**REASONS FOR ORDER**

**McKEOWN J.**

The prothonotary, by order, asks the Court to determine the following issue pursuant to Rule 474(1) of the *Federal Court Rules*

Does this Court have jurisdiction to determine the issues raised in the third party proceedings in this matter?

The pleadings in the main action essentially provide that the plaintiff was injured by the negligence of Arctic Transportation Ltd (ATL), its employees or agents for whom ATL is in law responsible. ATL in a third party action, claims that the plaintiff was injured by the negligence of the Panama Canal Commission (PCC) not ATL. The plaintiff brought an action in tort against ATL for injuries

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suffered when a wire snapped on ATL's vessel. The plaintiff is an employee of the third party PCC but cannot sue his employer because of a statutory prohibition. ATL claims indemnification from PCC. ATL, in its Statement of Claim against PCC, states that if the plaintiff has suffered injuries, such injuries were caused by the negligence of PCC or its servants and agents in the inspection of the boat prior to its transit to the Panama Canal when the boat was under the sole direction and command of PCC, its servants or agents. ATL paid U S \$112,569.89 to PCC to have its vessels moved through the Canal. This sum included amounts for inspection, pilotage, canal tolls and wire handling.

## FACTS

There was an Agreed Statement of Facts which I am setting out herein:

- 1 The Plaintiff, James L. Ferguson, is a resident of Newport News, Virginia, U S A and was, at all material times, employed as a pilot by the Panama Canal Commission ("PCC").
- 2 The Defendant, Arctic Transportation Limited ("ATL") is a Canadian company and was at all material times the owner of the barge AMT Transporter (ex - Arctic Tarsuit) and the tug Arctic Nutsukpok.
- 3 The PCC is part of the United States Government, established pursuant to the *Panama Canal Treaty Between the United States of America and the Republic of Panama, 1977* and the *Panama Canal Act, 22 USCS ss 3601 - 3872*.
- 4 Excerpts from the *Panama Canal Regulations, 35 CFR, Ch 1*, are attached as Appendix "A" to this Agreed Statement of Facts.
- 5 The PCC was at all material times the operator of the Panama Canal. The Panama Canal is located wholly within the territory of the Republic of Panama.
- 6 In operating the Panama Canal, the PCC does, *inter alia*, the following:
  - (a) inspects and approves any vessel that intends to transit the Panama Canal to ensure that its tenderness, trim, list, draft, cargo, hull, machinery and equipment have been put into such a condition as will make the vessel safe for her passage through the Canal. No vessel may transit the Panama Canal until it has been inspected and approved by the PCC,
  - (b) provides a PCC employed pilot or pilots, as the case may be, who have exclusive command and control of any vessel transiting the Panama Canal, with all decisions respecting speed, course alterations, etc during the transit being made by a PCC pilot,
  - (c) provides PCC employed line handlers, locomotive operators and deck hands, to carry out the directions and orders of the PCC pilot,
  - (d) provide assist tugs and their crew when, in the PCC's view, such assist tugs are necessary, and
  - (e) provides shore based locomotives with securing lines used to tow vessels through the series of locks encountered during the transit of the Panama Canal.
- 7 ATL paid US \$112,569.89 to the PCC in order to have its vessels, including the Arctic Tarsuit and Arctic Nutsukpok, moved through the Panama Canal in

February 1992 This sum included amounts for services outlined in paragraph 6 above, including, *inter alia*, pilotage, admeasurement services (inspection), canal tolls and wire handling

8 Between February 10 and 12, 1992 inspectors from the PCC attended onboard the Arctic Tarsuit to determine whether or not that barge was ready to transit through the Panama Canal As a result of those inspections, representatives of ATL were directed by the inspectors to perform certain work before the Arctic Tarsuit would be approved for transit All such work was performed by representatives or agents of ATL and no representative or employee of the PCC was involved in the performance of such work

9 At 0120 on February 12, 1992 Capt Tassell, an employee of the PCC, conducted the final inspection of the Arctic Tarsuit and approved her for transit of the Panama Canal

10 On the morning of February 12, 1992, the tug Arctic Nutsukpok, towing the barge Arctic Tarsuit with the PCC tug Unidad positioned at the stern of the Arctic Tarsuit (the "Flotilla") departed Balboa, Panama to transit the Panama Canal At that time the Flotilla was under the exclusive command and control of Capt Boulosa, a PCC pilot who was located on board the Arctic Tarsuit Capt Boulosa, as pilot in control of the flotilla, was designated "control pilot"

11 In addition to Capt Boulosa, the following PCC employees were involved in the transit operation

- (a) the Plaintiff and Capt Cook, both PCC pilots, were located on the Arctic Tarsuit to assist Capt Boulosa It was intended that Capt Boulosa would be the 'control pilot' for the first third of the voyage, that the Plaintiff would be the "control pilot" for the second third of the voyage and that Capt Cook would be the 'control pilot" for the final third of the voyage
- (b) approximately 10 PCC deck hands were located on board the Arctic Tarsuit to, *inter alia*, handle lines and carry out orders of the control pilot .
- (c) a PCC pilot located on the bridge of the tug Arctic Nutsukpok along with some PCC deck hands That PCC pilot was under the direction of the "control pilot" and in turn, directed the movement of the Arctic Nutsukpok,
- (d) a PCC pilot was located on the bridge of the PCC tug Unidad and was under the direction of the 'control pilot", and
- (e) shore based locomotives were manned by PCC employees and were under the direction of the "control pilot"

12 There were no ATL employees present on the Arctic Tarsuit, the Unidad or on the shore between the time the transit began and the time of the injuries sustained by the Plaintiff The ATL employees located on the tug Arctic Nutsukpok had no involvement in the navigation or movement of the Flotilla

13 The Flotilla proceeded through the entrance of the Panama Canal and entered the Miraflores Locks At all times the "control pilot" had exclusive command and control of the Arctic Tarsuit and command of the Arctic Nutsukpok and was [solely] responsible for the movement and navigation of the Flotilla through the Miraflores Locks

14 While transiting the Miraflores Locks the Arctic Nutsukpok and the Arctic Tarsuit were secured by lines to locomotives running parallel to the Locks The locomotives were owned, operated and staffed by the PCC, the lines utilized to connect the locomotives to the Flotilla were supplied by the PCC and all the individuals involved in handling those lines were employees of the PCC under the direction of the "control pilot"

15 Around the time the Flotilla was exiting the third chamber of the Miraflores Locks at about the time the lines from the locomotives were being released from the Arctic Tarsuit, something happened to cause the starboard insurance tow line (the "Insurance Line") on board the Arctic Tarsuit to whip up and strike the Plaintiff who at the time was on board the Arctic Tarsuit, allegedly causing him personal injury

16 Prior to the accident, the Insurance Line had been secured to the deck of the Arctic Tarsuit by "U" shaped clips and it was not used for any purpose during the transit of the Canal. In particular, at no time during the transit of the Panama Canal had the Insurance Line been attached directly or intentionally to either the locomotives or the tugs Arctic Nutsukpok or Unidad or had it been used for any other purpose in towing the Arctic Tarsuit.

17 The Plaintiff alleges that when he was struck by the Insurance Line he sustained personal injury and he claims that as a result of his personal injury he has sustained a loss of income, both past and future, of \$1,559,703.00.

18 Pursuant to the provisions of the *Federal Employees Compensation Act*, 5 U.S.C., ss. 8131 *et seq.*, the Plaintiff is precluded from bringing action against the PCC for any injuries sustained by him during the scope and course of his employment.

19 The Plaintiff commenced suit against ATL and the owners and others interested in a variety of vessels owned by ATL, alleging, *inter alia*, that his personal injury was caused solely by the negligence of ATL and the negligence of ATL's employees and agents for whom ATL is in law responsible.

20 The Plaintiff alleges that the PCC was an agent of ATL and consequently maintains that ATL is responsible at law for any negligence of the PCC.

21 ATL commenced third party proceedings against the PCC in July, 1995. Pursuant to directions given by the Court on February 5, 1996, ATL issued a Statement of Claim in the third party proceedings and the PCC has filed a Statement of Defence.

22 The Defendant, Arctic Transportation Ltd. ("ATL") and the Third Party, Panama Canal Commission ("PCC") agree to the above facts, but only for the purpose of a Rule 474 application which seeks a determination as to the jurisdiction of the Federal Court of Canada in relation to the issues raised in the Third Party Proceedings in this matter. The parties agree that for all other purposes the facts and matters set out above must be proved in the manner required by the Federal Court Rules and the applicable rules of evidence.

## ANALYSIS

The PCC's submissions in support of the application focus on the notion that a "claim for contribution and indemnity" is not one which exists under federal law and is not one that is recognized under Canadian maritime law. On the other hand, ATL takes the position that the claim which arises from an alleged tort said to have occurred on board a vessel while that vessel was under the sole direction and control of the PCC, is a claim within the jurisdiction of the Federal Court.

I agree with the third party PCC that the mere fact that the main action may fall within the jurisdiction of the Federal Court does not automatically give the Court jurisdiction to deal with third party proceedings. The jurisdiction of the Federal Court must be established not only with respect to the main action but also with respect to the third party claim. Iacobucci J. in *Monk Corp. v. Island*

*Fertilizers Ltd.* (1991), 80 D L R (4th) 58 (S C C ) summarized the principles relating to whether the claims made in the case are so integrally connected to maritime matters as to be legitimate Canadian maritime law within federal competence. He had earlier dealt with the question of the Federal Court jurisdiction in section 22. He referred to the principles set out by McIntyre J in *ITO Ltd v Muda Electronics Inc et al* (1986), 28 D L R (4th) 641 (S C C ) and stated at page 91 of *Monk, supra*

the reasoning and conclusions of McIntyre J were as follows [at pp 656-7]

- (1) The second part of the s 2 definition of Canadian maritime law provides an unlimited jurisdiction in relation to maritime and admiralty matters which should not be historically confined or frozen, and "maritime" and "admiralty" should be interpreted within the modern context of commerce and shipping
- (2) Canadian maritime law is limited only by the constitutional division of powers in the *Constitution Act, 1867*, such that, in determining whether or not any particular case involves a maritime or admiralty matter, encroachment on what is in pith and substance a matter falling within s 92 of the *Constitution Act* is to be avoided
- (3) The test for determining whether the subject-matter under consideration is within maritime law requires a finding that the subject-matter is so integrally connected to maritime matters as to be legitimate Canadian maritime law within federal competence
- (4) The "connecting factors" with maritime law were the proximity of the terminal operation to the port of Montreal, the connection between the terminal operator in activities within the port area and the contract of carriage by sea, and the fact that the storage in issue in the case was short term pending final delivery to the consignee, Muda

I must determine whether the claim is within federal or provincial competence. This is not a straight case of indemnity, since it may be that the liability arises out of an agency situation as pleaded by the defendants. The jurisdiction of the Court to deal with Canadian maritime law is very broad, as demonstrated in *The Robert Simpson Montreal Limited v Hamburg-Amerika Linie Norddeutscher, et al*, [1973] F C 1356 (C A ). In that case, Jackett C J found at page 1363

the operation of removing goods from a ship after completion of the ocean voyage and delivering them to the consignee, either immediately or after holding them during an incidental delay, whether carried out by the carrier or by someone else under an arrangement with the carrier, is "part and parcel of the activities essential to the carriage of goods by sea" and 'the performance of such acts as are essential parts of 'transportation by ship' fall within the words 'Navigation and Shipping' in section 91(10) [footnotes omitted]

I will now deal with whether there was a statutory grant of jurisdiction by

the federal Parliament to meet the test to support a finding of jurisdiction in the Federal Court. A review of sections 2, 22(1), 22(2)(d),(e),(g),(i),(k),(l) and 43 of the *Federal Court Act* shows that the subject matter here is within the Federal Court's jurisdiction. A very similar case to the one at bar is *Navigest Inc v Laurentian Pilotage Authority* (1986), 11 F T R 183 (T D ) except that it did not involve a third party claim. However, Addy J found at pages 184-5

Pilotage is an integral part of navigation. It is beyond question that navigation and the rules of admiralty as a whole are within the jurisdiction of the federal government. The duties and the responsibilities of pilots are also governed by recognized principles of admiralty law.

There is thus a body of federal rules of law which prima facie appear to be essential to resolving the issue.

It also seems beyond question that the Pilotage Act, like the Shipping Act, is quite clearly a "Law of Canada" referred to in s 101 of the Constitution Act, 1867, which gives the Canadian Parliament jurisdiction to establish courts for the better administration of the laws within its jurisdiction.

Section 22(1) of the Federal Court Act gives the Trial Division jurisdiction between subject and subject "in all cases in which a claim for relief is made or a remedy is sought under or by virtue of Canadian maritime law or any other law of Canada relating to any matter coming within the class of subject of navigation and shipping, except to the extent that jurisdiction has been otherwise specially assigned". Since no such assignment has been made, the Trial Division has jurisdiction in the matter according to the facts alleged in the statement of claim. I accordingly conclude that in the circumstances this action and the related legislation meet the three conditions recently laid down by McIntyre, J of the Supreme Court of Canada in *ITO - International Terminal Operators Ltd v Mida Electronics Ltd. and Mitsui et al.* (1986), 68 N R 241, at 256 and 257.

I will set out subsection 22(1) in full.

The Trial Division has concurrent original jurisdiction, between subject and subject as well as otherwise, in all cases in which a claim for relief is made or a remedy is sought under or by virtue of Canadian maritime law or any other law of Canada relating to any matter coming within the class of subject of navigation and shipping, except to the extent that jurisdiction has been otherwise specially assigned.

Subsection 22(2) specifies certain matters that come within subsection 22(1) but is not limited in scope. *Wire Rope Industries of Canada (1966) Ltd v B C Marine Shipbuilders Ltd et al* (1981), 121 D L R (3d) 517 (S C C ) is instructive on Federal Court jurisdiction under sections 21 and 22. This case arose out of a marine accident in which a barge owner and charterer sued the owner of a tugboat that was towing the barge at the time it was lost at sea as a result of the breaking of the tow cable. The Court found that the Federal Court had jurisdiction to deal with the barge owner's and charterer's claims, and the tug owner's third party claim for indemnity, against a repairer who repaired the cable.

prior to the accident McIntyre J 's statements at page 529 are very much on the point in the case before me He stated

Section 22(1) gives a general statement of jurisdiction, and s 22(2)(m) and (n), reproduced hereunder are apt to cover the claims in question here and in part are a re-statement of the jurisdiction of the British Admiralty Courts contained in s 6 of the 1840 statute cited above

- (m) any claim in respect of goods, materials or services wherever supplied to a ship for her operation or maintenance including, without restricting the generality of the foregoing, claims in respect of stevedoring and lighterage,
- (n) any claim arising out of a contract relating to the construction repair or equipping of a ship,

I am therefore of the view that the claims made against Wire Rope come within Canadian maritime law as defined in the *Federal Court Act* There can be no doubt in my mind that the substantive law relating to these claims falls within federal legislative competence under s 91(10) of the *British North America Act, 1867*, being in relation to navigation and shipping There is therefore law of Canada relating to the issues arising in this case upon which the jurisdiction of the Federal Court may operate In my opinion it is of no significance that the claim made by Yorke is a claim for indemnity Claims for indemnity and third party actions generally, are not mere incidents to the principal action They are independent actions which stand upon their own feet

In my view, it is even more applicable to this case since PCC was supplying tow services within the Panama Canal

Subsection 22(3) of the *Federal Court Act* attempts to limit the jurisdiction of the Federal Court but clearly states that there is no geographical limitation in para 22(3)(c) For convenience I am setting out para 22(3)(c)

(3) For greater certainty it is hereby declared that the jurisdiction conferred on the Court by this section is applicable

- (c) in relation to all claims, whether arising on the high seas or within the limits of the territorial, internal or other waters of Canada or elsewhere and whether those waters are naturally navigable or artificially made so, including, without restricting the generality of the foregoing, in the case of salvage, claims in respect of cargo or wreck found on the shore of those waters,

Thus in accordance with *ITO, supra* there is a statutory grant of jurisdiction by the federal Parliament

I will now deal with the second requirement of *ITO, supra* there must be an existing body of federal law that is essential to the disposition of the case and that nourishes the statutory grant of jurisdiction I note the definition of Canadian maritime law in section 2 of the *Federal Court Act*

"Canadian maritime law" means the law that was administered by the Exchequer Court of Canada on its Admiralty side by virtue of the *Admiralty Act*, chapter A-1 of the Revised Statutes of Canada, 1970, or any other statute, or that would have been so administered if that Court had had, on its Admiralty side, unlimited jurisdiction in relation to maritime and admiralty matters, as that law has been altered by its Act or any other Act of Parliament,

The Supreme Court of Canada in *ITO, supra* looked to section 2 of the *Federal Court Act* which identifies the following two categories of Canadian maritime law

- 1 The law that was administered by the Exchequer Court of Canada on its Admiralty side by virtue of the *Admiralty Act* or any other statute, or
- 2 The law that would have been so administered if that Court had on its Admiralty side, unlimited jurisdiction in relation to maritime and admiralty matters

McIntyre J in *ITO, supra* at page 656 stated

At its height, the jurisdiction of the Court of Admiralty in England with respect to torts extended only to torts on the high seas, the British seas, and in ports within the ebb and flow of the tide *De Lovio v Bout et al* (1815), 2 Gall 398 (U S Circuit Ct, Mass), and *MacMillan Bloedel Ltd v Canadian Stevedoring Co Ltd, supra*

Justice McIntyre went on to state that

An historical approach may serve to enlighten, but it must not be permitted to confine. In my view the second part of the s 2 definition of Canadian maritime law was adopted for the purpose of assuring that Canadian maritime law would include an unlimited jurisdiction in relation to maritime and admiralty matters. As such, it constitutes a statutory recognition of Canadian maritime law as a body of federal law dealing with all claims in respect of maritime and admiralty matters. Those matters are not to be considered as having been frozen by the *Admiralty Act* of 1934. On the contrary, the words "maritime" and "admiralty" should be interpreted within the modern context of commerce and shipping. In reality, the ambit of Canadian maritime law is limited only by the constitutional division of powers in the *Constitution Act, 1867*. I am aware in arriving at this conclusion that a court, in determining whether or not any particular case involves a maritime or admiralty matter, must avoid encroachment on what is in "pith and substance" a matter of local concern involving property and civil rights or any other matter which is in essence within exclusive provincial jurisdiction under s 92 of the *Constitution Act, 1867*. It is important, therefore, to establish that the subject-matter under consideration in any case is so integrally connected to maritime matters as to be legitimate Canadian maritime law within federal legislative competence.

E C Mayers in *Admiralty Law and Practice in Canada*, 1st ed (Toronto Carswell, 1916) notes that a set off comes within the Admiralty law at page 198 where he states



A pilot who has the steering of a ship is liable to an action for an injury done by his personal misconduct, although a superior officer is on board, and the damages occasioned to the ship by the misconduct of the pilot may be set off against his claim for pilotage (*The Sophia*, 1 Stuart, 96)

I have already referred to McIntyre J 's comments at page 656 of the *ITO* case, *supra* where he talked about the importance of showing that the subject of a claim is integrally connected to a marine matter and does not encroach on local concerns. Clearly, here the claim relates to pilotage. The *Pilotage Act* sets up the authority of pilotage in the relationship between pilots and ship owners and also provides for pilots to limit their liability. The *Pilotage Act* is an Act within the exclusive competence of the federal Government under navigation and shipping. Provincial governments cannot legislate in this field. Again, I have reviewed McIntyre J 's comments in *Wire Rope*, *supra* where the Court held that a claim for indemnity did not mean that the Admiralty Court did not have jurisdiction. McIntyre J went on to point out that the Federal Court is not restricted to applying federal law on cases before it. He stated at page 662 of *ITO*, *supra* that

Where a case is in "pith and substance" within the court's statutory jurisdiction the Federal Court may apply provincial law incidentally necessary to resolve the issues presented by the parties see *Kellogg Co v Kellogg*, [1941] 2 D L R 545, [1941] S C R 242, 1 C P R 30, where, in a case involving a dispute over patent rights, the effect of an employment contract had to be considered in the Federal Court, and see as well *McNamara Construction (Western) v The Queen*, *supra* where Laskin C J C suggested that the provincial law of contribution indemnity may be applied by the Federal Court where jurisdiction is otherwise founded on federal law

The cause of action in this case arose outside of Canada and will require foreign law to be applied in part, i e the *Panama Canal Regulations*, 35 C F R , ch 1, which were attached as Appendix A to the Agreed Statement of Facts. However, this does not deprive the Federal Court of jurisdiction to hear the third party claim. Laskin C J in *Tropwood A G and the Owners of the Vessel Tropwood v Sivaco Wire & Nail Company*, [1979] 2 S C R 157 dealt with the fact that foreign law can be applied by the Federal Court of Canada. He stated at page 166

What is raised by the appellant, shortly put, is whether it is open to the Federal Court, in exercising its jurisdiction in the matter brought before it, to determine, pursuant to conflict of law rules of the forum, a choice of law rule to govern the

determination of the suit. In the present case, the Federal Court has jurisdiction over the appellant and over the cause of action and there is a body of law which it can apply. It is my opinion that this body of law embraces conflict rules and entitles the Federal Court to find that some foreign law should be applied to the claim that has been put forward. Conflicts rules are, to put the matter generally, those of the forum. It seems quite clear to me that s 22(3) of the *Federal Court Act*, which I have already referred to, envisages that the Federal Court, in dealing with a foreign ship or with claims arising on the high seas may find it necessary to consider the application of foreign law in respect of the cause of action before it.

Thus, the Court can apply the law of Panama and is not deprived of jurisdiction. Although *Santa Maria Shipowning and Trading Company S A v. Hawker Industries Limited et al.*, [1976] 2 F C 325 (C A ) is a contract case, Jaccett C J found that there is no geographical limit within which the Court can exercise jurisdiction. The Federal Court on its Admiralty side enforces claims that are not recognized in Canadian maritime law but arise under the admiralty law of other states. See *Marlex Petroleum, Inc v The Ship "Har Rai" et al*, [1984] 2 F C 345 (C A ), aff'd [1987] 1 S C R 57. The common law principles of torts, contract and bailment form part of Canadian maritime law and may be applied by the Federal Court. Similarly, it has been held that the common law of agency forms part of Canadian maritime law. (See *ITO, supra* at pages 658 and 660, see also *Q N S Paper Co v Chartwell Shipping Ltd* (1989), 62 D L R (4th) 36 (S C C ))

Since the plaintiff's allegation in this case is that his personal injuries arose out of the negligence of ATL or "the agents for whom it [ATL] is in law responsible" the law of agency is applicable and will have a bearing on the determination of the issues. This is specifically so since the plaintiff is alleging that PCC was an agent of ATL. Under the common law of agency a principal can seek indemnification from an agent where the principal is responsible for the conduct of the agent (*Lister v. Romford Ice and Cold Storage Co Ltd*, [1957] A C 555 (H L )) I cannot agree with the submission of PCC that Canadian maritime law does not cover torts. There is an existing body of federal law essential to this case which nourishes the statutory grant of jurisdiction found in the *Federal Court Act*.

I have determined that the third party claim meets the first and second parts of the *ITO* test. I must now look at the third test which is whether the applicable law is a "law of Canada" as the phrase is used in section 101 of the *Constitution Act*. This case arises out of a marine tort. The plaintiff was injured on a vessel. The defendant adds PCC as a third party because PCC was the party operating the vessel. In pith and substance, the claim is maritime in nature. The claim meets the test of subsection 22(1). In my view, this is a claim for relief by virtue of Canadian maritime law as required by section 22 and the law in question, Canadian maritime law, deals with navigation, shipping and, accordingly, comes within subsection 91(10) of the *Constitution Act*. I do not agree with the submission of the third party that this is primarily a case in tort and not in maritime law. Accordingly, the Federal Court has jurisdiction to determine the issues raised in the third party proceedings in this matter.

W.P. McKeown

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Judge

OTTAWA, ONTARIO  
July 29, 1997

FEDERAL COURT OF CANADA  
TRIAL DIVISION

NAMES OF SOLICITORS AND SOLICITORS ON THE RECORD

COURT FILE NO T-1941-93

STYLE OF CAUSE JAMES L FERGUSON v ARCTIC TRANSPORTATION LTD ("AMT TRANSPORTER") ET AL

PLACE OF HEARING Vancouver, British Columbia

DATE OF HEARING May 9, 1997

REASONS FOR JUDGMENT OF the Honourable Mr Justice McKeown

DATED July 29, 1997

APPEARANCES

No one appearing

FOR PLAINTIFF

Peter Swanson

FOR DEFENDANT

Grant Ritchie

FOR THIRD PARTY

SOLICITORS OF RECORD

Roberts & Griffin  
Barristers & Solicitors  
Vancouver, BC

FOR PLAINTIFF

Campney & Murphy  
Barristers & Solicitors  
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FOR DEFENDANT

Fraser, Quinlan & Abrioux  
Barrister & Solicitors  
Vancouver, BC

FOR THIRD PARTY

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