

Federal Court
of Appeal



Cour d'appel
fédérale

Date: 20111121

Docket: A-176-11

Citation: 2011 FCA 319

**CORAM: NOËL J.A.
TRUDEL J.A.
MAINVILLE J.A.**

BETWEEN:

**ALCAN PRIMARY METAL
a division of RIO TINTO ALCAN INC.**

Appellant

and

GROUPE MARITIME VERREault INC.

Respondent

and

**The owners and others interested
by the tug STEVNS ICECAP**

Mis-en-cause

Heard at Montréal, Quebec, on October 17, 2011.

Judgment delivered at Ottawa, Ontario, on November 21, 2011.

REASONS FOR JUDGMENT BY:

NOËL J.A.

CONCURRED IN BY:

TRUDEL J.A.
MAINVILLE J.A.

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REASONS FOR JUDGMENT

NOËL J.A.

[1] This is an appeal by Alcan Primary Metal, a division of Rio Tinto Alcan Inc., (the appellant) from a decision of the Federal Court, wherein Justice Pinard (the Federal Court judge) dismissed its motion to object to the jurisdiction of the Federal Court.

[2] The appellant is challenging the Federal Court's jurisdiction to rule on the action filed by Groupe Maritime Verreault Inc. (the respondent). The appellant contends that the Quebec civil courts have sole jurisdiction to hear the respondent's claim because it is a purely civil dispute and federal law is not essential to the disposition of the case. In the appellant's view, the Federal Court judge committed a number of errors in reaching the opposite conclusion.

[3] For the reasons that follow, I am of the opinion that the respondent's claim falls within Canadian maritime law and that the Federal Court judge rightly dismissed the appellant's motion.

RELEVANT FACTS

[4] The dispute between the parties is contractual in nature. It stems from the contract they entered into on June 10, 2008. I think it is useful to reproduce this contract in its entirety, with the addition of numbered paragraphs for ease of reference (Appeal Book, pages 29 and 30):

[TRANSLATION]
La Baie, June 10, 2008

AGREEMENT BETWEEN:

ALCAN PRIMARY METAL
262 1^{re} Rue, P.O. Box 10
La Baie, Quebec G7B 3R1
Canada

HERE REPRESENTED BY Eric Favre,
Assistant to the Superintendent,
Port Operations Management.
And:

Ivan Bauret
Title: Port Facilities Director

AND
GROUPE MARITIME VERREAULT
146 PRINCIPALE STREET
LES MÉCHINS, QUEBEC
G0J 1T0

HERE REPRESENTED BY Francis Mimeault,
Executive Vice-president

- [1] Whereas Alcan wishes to either replace, repair, sell for subsequent lease or increase the capacities of both tugs currently in its ownership, that is, the “Alexis Simard”, having a capacity of 35 (thirty-five) tonnes, and the “Grande Baie”, having a capacity of 27 (twenty-seven) tonnes, to attain respective capacities ranging from 40 to 60 (forty to sixty) tonnes.
- [2] Whereas Groupe Maritime Verreault wishes to assist Alcan in its search for a sustainable and worthwhile solution to its problem.

THE PARTIES AGREE AS FOLLOWS:

- [3] Groupe Maritime Verreault undertakes to seek out one or more new or used tugs, meeting Alcan’s needs, to be sold to Alcan or purchased and leased to Alcan, whatever Alcan decides.
- [4] If Groupe Maritime Verreault finds one or more tugs meeting Alcan’s needs, and Alcan decides to purchase the tug or tugs in question, Alcan agrees to have Groupe Maritime Verreault charge up to 5% (five percent) commission on the transaction price, this being considered the usual commission in transactions of this type.
- [5] If Groupe Maritime Verreault finds one or more tugs meeting Alcan’s needs, and Alcan decides to lease them from Groupe Maritime Verreault for a predetermined period, both parties must then agree on a lease price, which will include fees for commissioning in La Baie, maintenance fees, depreciation fees, financing fees and amortization fees for normal use of the vessel(s) thus leased, in addition to a normal profit for such use. All other operating costs, whether for fuel, operator wages or various insurance

policies or on account of any abnormal use, incidents, accidents or other items, will be borne by Alcan.

- [6] Alcan agrees to refrain from directly or indirectly soliciting the owners and/or brokers representing the owners of the tugs that Groupe Maritime Verreault finds for purchase or lease by Alcan and also agrees, if ever Alcan is solicited by those owners or by the brokers representing those owners, to refuse to enter into the purchase or lease transaction or transactions for the tugs thus found without going through Groupe Maritime Verreault.
- [7] In either of those two (2) cases, if Alcan leases or acquires those tugs, Alcan agrees to protect and pay the commission to Groupe Maritime Verreault.
- [8] If Alcan purchases the tug or tugs through Groupe Maritime Verreault, the contract must include an agreement by which that Alcan undertakes to have all manner of maintenance and/or repairs performed by Groupe Maritime Verreault.

Signed at La Baie on this 10th day of June 2008-06-10

ALCAN:

Eric Favre
Assistant to the Superintendent
Port Operations Management

ALCAN:

Ivan Bauret
Port Facilities Director

GRPE MARITIME VERREAUULT:

Francis Mimeault
Executive Vice-president

[5] It is the brokerage component of this contract that is at the root of the current dispute. In its action in Federal Court, the respondent contended that, in accordance with paragraphs 3, 6 and 7, it had identified and put the appellant in contact with the owner of two tugs likely to meet the appellant's needs, one of which was located in Denmark and the other, in Norway. The respondent added that, in accordance with paragraph 4 of the contract, the appellant had paid it an initial commission (reduced by agreement to two percent) following the purchase of the tug "Stevns Iceflower".

[6] The dispute arose after the appellant purchased the second tug, the "Stevns Icecap". The respondent alleged having learned, in 2011, that the appellant had made this acquisition from the same owner without the respondent's knowledge, and claimed five percent commission under the terms of the contract.

[7] Aiming to have this action struck, the appellant filed a motion to object to the jurisdiction of the Federal Court under Rule 208(d) of the *Federal Courts Rules*, SOR/98-106. The relevant legislative provisions are set out in the Annex.

DECISION OF THE FEDERAL COURT

[8] The Federal Court judge dismissed the appellant's motion. After summarizing the facts, he reviewed the principles from *ITO-Int'l Terminal Operators v. Miida Electronics*, [1986] 1 S.C.R. 752 [*ITO*] and *Monk Corp. v. Island Fertilizers Ltd.*, [1991] 1 S.C.R. 779 [*Monk*],

decisions in which the Supreme Court of Canada charted out the Federal Court's jurisdiction in matters of maritime law.

[9] The bulk of the Federal Court judge's analysis is found at pages 4 and 5 of his reasons:

[TRANSLATION]

It should be noted that in *Monk*, the party denying the jurisdiction of the Federal Court submitted that the contract at issue contemplated the purchase and sale of wares; it was a case in which there was nothing maritime about the wares (fertilizer) and in which neither of the parties was carrying on a maritime business (the plaintiff was a fertilizer broker, and the defendant, a wholesale fertilizer distributor).

In this case, however, given the text of the agreement between the parties and the nature and context of Groupe Maritime Verreault's claim, I am of the opinion that this agreement is maritime in nature, in accordance with the analyses set out in *Monk* and *ITO*, above. Indeed, both parties carried on maritime activities—Alcan as the operator of a port and the owner of tugs used for mooring ships, and Groupe Maritime Verreault as a supplier of maritime services, including sales of ships and brokerage services connected to the purchase of ships. Groupe Maritime Verreault's claim of a commission is connected to its brokerage services for the purchase of a ship, an undoubtedly maritime matter falling within maritime law. Against this backdrop, I am of the opinion that Groupe Maritime Verreault's claim is integrally connected to maritime matters to the point that it legitimately constitutes Canadian maritime law, over which Parliament has jurisdiction.

POSITION OF THE APPELLANT

[10] The appellant characterizes its contract with the respondent as a [TRANSLATION] “contract for services” (Appellant's Memorandum, paragraph 4). It contends that this contract consisted of two parts, the first of which contemplated the search for tugs in consideration for a commission, and the second of which, in the event of a sale, bound the appellant to entrust the maintenance and repairs of the tugs to the respondent (*ibidem*). The appellant submits that the claim in this

case is derived from the first part of the contract, which consists of a brokerage agreement, a matter outside the Federal Court's maritime jurisdiction.

[11] The appellant notes, relying on *ITO*, that Canadian maritime law is composed of two bodies of law and contends that neither of the two applies to the respondent's claim. It argues that the jurisdiction emanating from the *Admiralty Act* or any other statute of the same nature until 1934 does not apply because the claim is not connected to it (*idem*, paragraphs 18 and 19). As for the second component—the body of law that would have come within the Exchequer Court's admiralty jurisdiction if it had had unlimited jurisdiction in relation to maritime and admiralty matters, while avoiding encroachment on property and civil rights—the appellant contends that it does not apply, relying on *Monk*.

[12] In that case, the Supreme Court used the following analysis framework for applying the second component: “one must begin by asking whether the claims made by Monk are so integrally connected to maritime matters as to be legitimate Canadian maritime law within federal competence” (*Monk*, pages 795 and 796). According to the appellant, the claim in the case at bar does not have such a maritime aspect. It is grounded in the specific performance of the obligation resulting from the “brokerage” part of the contract.

[13] Using another line of reasoning, the appellant submits that the Federal Court judge could not, in the absence of a supporting affidavit, accept as fact the following statement by counsel for the respondent (Appeal Book, page 39):

In fact, the case at bar is much more obviously maritime than was *Monk*. In this case, unlike *Monk*, both parties are engaged in maritime endeavours, [Rio Tinto Alcan inc.] as the operators of a port and owners of tugs required for the berthing of ships, Verreault as general providers of marine services, including sales and purchase brokerage in relation to ships, and the object of the transaction was, indeed, the purchase of ships, all of which are “integrally connected to maritime matters”.

[Emphasis added]

[14] According to the appellant, the Federal Court judge confused the nature and the object of the contract between the appellant and the respondent with the nature and the object of the contract of sale concluded between the appellant and the seller of the tugs (Appellant’s Memorandum, paragraphs 33 to 35). He did not take into account that the two contracts are independent (*idem*, paragraph 36).

[15] In this regard, the appellant is relying on the decision by Justice MacKay in *Amirault v. Prince Nova (The)*, [1998] F.C.J. No. 557 [*Prince Nova*]. In that case, Justice MacKay suggested that the fact that an action in damages is based on the breach of a brokerage agreement rather than a sales contract could lead to a different result in terms of whether the matter falls within the Federal Court’s maritime jurisdiction. (*idem*, paragraph 39).

[16] Finally, the appellant notes that in *John E. Canning Ltd. v. Tripap Inc.*, [2000] F.C.J. No. 418 [*John Canning*], the Federal Court ruled that a contract contemplating a number of undertakings, some of which were maritime (the obligation to provide carriage of wood by sea),

could be severed and that the claim at issue in that case (termination of a contract for the sale of wares) did not trigger the Federal Court's maritime jurisdiction (*idem*, paragraph 41).

ANALYSIS AND DECISION

[17] In my opinion, the Federal Court judge correctly identified and applied the approach derived from *ITO* and *Monk* and was right in concluding that the respondent's claim falls within Canadian maritime law.

[18] Before the appellant's arguments are addressed, it is appropriate to consider the contract underlying the claim. The contract shows that the appellant's tugs were no longer adequate for it to carry out its port operations. In search of tugs having a greater capacity, the appellant entrusted the respondent, a purveyor of maritime services, with the task of finding vessels that could meet its needs. In exchange, the appellant promised to pay a commission calculated on the selling price of any tugs purchased from owners "found" for it by the respondent.

[19] According to the respondent's contentions, which must be held as true in the context of this dispute, it is as a result of the steps taken by the respondent that the appellant acquired the "Stevns Iceflower". The respondent contends that the same applies for the "Stevns Icecap" and, therefore, requests that the appellant abide by the terms of the contract it signed and pay the commission owing to the respondent for this second purchase.

[20] Addressing the appellant's arguments, I note, first, that no affidavit was required to establish that the parties to the contract are both engaged in maritime activities. On the one hand, the contract aims to allow the appellant to acquire tugs meeting its needs and is signed on the appellant's behalf by the [TRANSLATION] "Assistant to the Superintendent of Port Operations" and the [TRANSLATION] "Port Facilities Director". The statement that the appellant operates a port in the context of its aluminum works need not be substantiated further. As for the respondent, the fact that the appellant used its services to find a solution to the [TRANSLATION] "problem" described at paragraphs 1 and 2 of the contract suffices to establish its maritime vocation and, in particular, its role as a supplier of brokerage services for the purchase of vessels.

[21] There is also no merit to the argument that the resolution of this dispute does not depend on any specific rule of Canadian maritime law. According to the appellant, the provisions of the *Civil Code of Québec* governing mandate are more complete and better suited to resolving the dispute. In my opinion, this fails to take into account the plenary nature of Canadian maritime law and the fact that it is the same no matter where it applies (*ITO*, p. 779):

. . . Canadian maritime law is a body of federal law encompassing the common law principles of tort, contract and bailment. I am also of the opinion that Canadian maritime law is uniform throughout Canada, . . .

[22] The appellant's case rests entirely on the distinction it draws between the purchase of the tugs, an eminently maritime activity, and the brokerage services which enabled it to make that purchase. In my opinion, the two are inseparable. The problem identified in the contract and the goal sought out by signing it, that is, the leasing or acquisition by the appellant of two tugs

meeting its needs, go hand in hand. The jurisdictional issue raised by the appellant cannot be resolved by disregarding the contract that gave rise to the claim.

[23] The fact that the services rendered by the respondent were not [TRANSLATION] “supplied to a ship for its operation or maintenance” (Appellant’s Memorandum, paragraph 37) does not affect the analysis. Such services are undeniably of a maritime nature, but so too is the service through which the acquisition of a vessel is made possible in the case at bar. The problem identified by the parties to the contract is incontestably “integrally connected to maritime matters” (*Monk*, page 795), as is the respondent’s claim to its due for having provided a solution to this problem. This is the perspective from which the claim must be considered.

[24] The Federal Court’s decision in *Prince Nova* does not support the appellant’s argument. That case involved determining, in the context of a motion for dismissal, whether an action in damages filed for the breach of a contract governing the sale of a vessel, whose provisions were in dispute, was subject to the Federal Court’s jurisdiction in maritime matters. In the course of his analysis, Justice MacKay suggested that the ultimate decision on that issue might be different depending on whether the contract at issue was a contract of sale or a brokerage agreement (*Prince Nova*, paragraph 19). He concluded this aspect of his analysis as follows (*idem*, paragraph 22):

If it is found there is no contract between the parties, or that the agreement between them is other than one to sell the ship to the plaintiffs, for example, a mere brokerage agreement to assist in sale of the ship for a commission, the agreement may, or may not, be found to lie within the Court’s maritime

jurisdiction. That issue awaits determination by the trial judge, if this matter should go to trial.

[Emphasis added]

The trial, it seems, was never held.

[25] Finally, the Federal Court’s conclusion in *John Canning* is that the claim at issue in that case, that is, damages for unlawful termination of a contract for the sale of pulp and paper, was unconnected to the maritime aspects of the contract (*John Canning*, paragraph 20). This conclusion is consistent with the principle established in *Monk* but has nothing to do with this case, as the basis for the claim is eminently maritime.

[26] I would dismiss the appeal with costs.

“Marc Noël”

J.A.

“I agree.

Johanne Trudel, J.A.”

“I agree.

Robert M. Mainville J.A.”

Certified true translation
Sarah Burns

Annex

LEGISLATIVE PROVISIONS

- Section 2 of the *Federal Courts Act*, R.S.C. 1985, c. F-7 (the Act) defines as follows “Canadian maritime law”:

“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 this Act or any other Act of Parliament;

« droit maritime canadien » Droit — compte tenu des modifications y apportées par la présente loi ou par toute autre loi fédérale — dont l’application relevait de la Cour de l’Échiquier du Canada, en sa qualité de juridiction de l’Amirauté, aux termes de la *Loi sur l’Amirauté*, chapitre A-1 des Statuts révisés du Canada de 1970, ou de toute autre loi, ou qui en aurait relevé si ce tribunal avait eu, en cette qualité, compétence illimitée en matière maritime et d’amirauté.

- Section 22 of the Act sets out the jurisdiction of the Federal Court in matters of maritime law:

Navigation and shipping

22. (1) The Federal Court 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

Navigation et marine marchande

22. (1) La Cour fédérale a compétence concurrente, en première instance, dans les cas — opposant notamment des administrés — où une demande de réparation ou un recours est présenté en vertu du droit maritime canadien ou d’une loi fédérale concernant la navigation ou la marine marchande, sauf attribution expresse contraire de cette compétence.

otherwise specially assigned.

Maritime jurisdiction

(2) Without limiting the generality of subsection (1), for greater certainty, the Federal Court has jurisdiction with respect to all of the following:

(a) any claim with respect to title, possession or ownership of a ship or any part interest therein or with respect to the proceeds of sale of a ship or any part interest therein;

(b) any question arising between co-owners of a ship with respect to possession, employment or earnings of a ship;

(c) any claim in respect of a mortgage or hypothecation of, or charge on, a ship or any part interest therein or any charge in the nature of bottomry or respondentia for which a ship or part interest therein or cargo was made security;

(d) any claim for damage or for loss of life or personal injury caused by a ship either in collision or otherwise;

(e) any claim for damage sustained by, or for loss of, a ship including, without restricting the generality of the foregoing, damage to or loss of the cargo or equipment of, or

Compétence maritime

(2) Il demeure entendu que, sans préjudice de la portée générale du paragraphe (1), elle a compétence dans les cas suivants :

a) une demande portant sur les titres de propriété ou la possession, en tout ou en partie, d'un navire ou sur le produit, en tout ou en partie, de la vente d'un navire;

b) un litige entre les copropriétaires d'un navire quant à la possession ou à l'affectation d'un navire ou aux recettes en provenant;

c) une demande relative à un prêt à la grosse ou à une hypothèque, un privilège ou une sûreté maritimes grevant tout ou partie d'un navire ou sa cargaison;

d) une demande d'indemnisation pour décès, dommages corporels ou matériels causés par un navire, notamment par collision;

e) une demande d'indemnisation pour l'avarie ou la perte d'un navire, notamment de sa cargaison ou de son équipement ou de tout bien à son bord ou en cours de transbordement;

any property in or on or being loaded on or off, a ship;

(f) any claim arising out of an agreement relating to the carriage of goods on a ship under a through bill of lading, or in respect of which a through bill of lading is intended to be issued, for loss or damage to goods occurring at any time or place during transit;

(g) any claim for loss of life or personal injury occurring in connection with the operation of a ship including, without restricting the generality of the foregoing, any claim for loss of life or personal injury sustained in consequence of any defect in a ship or in her apparel or equipment, or of the wrongful act, neglect or default of the owners, charterers or persons in possession or control of a ship or of the master or crew thereof or of any other person for whose wrongful acts, neglects or defaults the owners, charterers or persons in possession or control of the ship are responsible, being an act, neglect or default in the management of the ship, in the loading, carriage or discharge of goods on, in or from the ship or in the embarkation, carriage or disembarkation of persons on, in or from the ship;

(h) any claim for loss of or

f) une demande d'indemnisation, fondée sur une convention relative au transport par navire de marchandises couvertes par un connaissement direct ou devant en faire l'objet, pour la perte ou l'avarie de marchandises en cours de route;

g) une demande d'indemnisation pour décès ou lésions corporelles survenus dans le cadre de l'exploitation d'un navire, notamment par suite d'un vice de construction dans celui-ci ou son équipement ou par la faute ou la négligence des propriétaires ou des affréteurs du navire ou des personnes qui en disposent, ou de son capitaine ou de son équipage, ou de quiconque engageant la responsabilité d'une de ces personnes par une faute ou négligence commise dans la manoeuvre du navire, le transport et le transbordement de personnes ou de marchandises;

h) une demande d'indemnisation pour la perte ou l'avarie de marchandises transportées à bord d'un navire, notamment dans le cas des bagages ou effets personnels des passagers;

i) une demande fondée sur une convention relative au transport de marchandises à bord d'un navire, à l'usage ou au louage d'un navire,

damage to goods carried in or on a ship including, without restricting the generality of the foregoing, loss of or damage to passengers' baggage or personal effects;

(i) any claim arising out of any agreement relating to the carriage of goods in or on a ship or to the use or hire of a ship whether by charter party or otherwise;

(j) any claim for salvage including, without restricting the generality of the foregoing, claims for salvage of life, cargo, equipment or other property of, from or by an aircraft to the same extent and in the same manner as if the aircraft were a ship;

(k) any claim for towage in respect of a ship or of an aircraft while the aircraft is water-borne;

(l) any claim for pilotage in respect of a ship or of an aircraft while the aircraft is water-borne;

(m) any claim in respect of goods, materials or services wherever supplied to a ship for the operation or maintenance of the ship, including, without restricting the generality of the foregoing, claims in respect of stevedoring and lighterage;

(n) any claim arising out of a

notamment par charte-partie;

j) une demande d'indemnisation pour sauvetage, notamment pour le sauvetage des personnes, de la cargaison, de l'équipement ou des autres biens d'un aéronef, ou au moyen d'un aéronef, assimilé en l'occurrence à un navire;

k) une demande d'indemnisation pour remorquage d'un navire, ou d'un aéronef à flot;

l) une demande d'indemnisation pour pilotage d'un navire, ou d'un aéronef à flot;

m) une demande relative à des marchandises, matériels ou services fournis à un navire pour son fonctionnement ou son entretien, notamment en ce qui concerne l'acconage et le gabarage;

n) une demande fondée sur un contrat de construction, de réparation ou d'équipement d'un navire;

o) une demande formulée par un capitaine, un officier ou un autre membre de l'équipage d'un navire relativement au salaire, à l'argent, aux biens ou à toute autre forme de rémunération ou de prestations découlant de son engagement;

contract relating to the construction, repair or equipping of a ship;

(o) any claim by a master, officer or member of the crew of a ship for wages, money, property or other remuneration or benefits arising out of his or her employment;

(p) any claim by a master, charterer or agent of a ship or shipowner in respect of disbursements, or by a shipper in respect of advances, made on account of a ship;

(q) any claim in respect of general average contribution;

(r) any claim arising out of or in connection with a contract of marine insurance; and

(s) any claim for dock charges, harbour dues or canal tolls including, without restricting the generality of the foregoing, charges for the use of facilities supplied in connection therewith.

Jurisdiction applicable

(3) For greater certainty, the jurisdiction conferred on the Federal Court by this section applies

(a) in relation to all ships, whether Canadian or not and wherever the residence or domicile of the owners may be;

p) une demande d'un capitaine, affréteur, mandataire ou propriétaire de navire relative aux débours faits pour un navire, et d'un expéditeur concernant des avances faites pour un navire;

q) une demande relative à la contribution à l'avarie commune;

r) une demande fondée sur un contrat d'assurance maritime ou y afférente;

s) une demande de remboursement des droits de bassin, de port ou de canaux, notamment des droits perçus pour l'utilisation des installations fournies à cet égard.

Étendue de la compétence

(3) Il est entendu que la compétence conférée à la Cour fédérale par le présent article s'étend :

a) à tous les navires, canadiens ou non, quel que soit le lieu de résidence ou le domicile des propriétaires;

b) à tous les aéronefs, canadiens ou non, quel que soit le lieu de résidence ou le domicile des propriétaires, lorsque le droit d'action découle des alinéas (2)j) à l);

c) à toutes les demandes, que

(b) in relation to all aircraft where the cause of action arises out of paragraphs (2)(j) to (l), whether those aircraft are Canadian or not and wherever the residence or domicile of the owners may be;

(c) in relation to all claims, whether arising on the high seas, in Canadian waters 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 shores of those waters; and

(d) in relation to all mortgages or hypothecations of, or charges by way of security on, a ship, whether registered or not, or whether legal or equitable, and whether created under foreign law or not.

les faits y donnant lieu se soient produits en haute mer ou dans les eaux canadiennes ou ailleurs et que ces eaux soient naturellement ou artificiellement navigables, et notamment, dans le cas de sauvetage, aux demandes relatives aux cargaisons ou épaves trouvées sur les rives de ces eaux;

d) à toutes les hypothèques ou tous les privilèges donnés en garantie sur un navire — enregistrés ou non et reconnus en droit ou en equity — , qu'ils relèvent du droit canadien ou du droit étranger.

FEDERAL COURT OF APPEAL

NAMES OF COUNSEL AND SOLICITORS OF RECORD

DOCKET: A-176-11

**APPEAL FROM AN ORDER OF THE HONOURABLE JUSTICE PINARD OF THE
FEDERAL COURT, DATED APRIL 21, 2011, DOCKET NO. T-313-11**

STYLE OF CAUSE: ALCAN PRIMARY METAL, a
division of RIO TINTO ALCAN
INC. and GROUPE MARITIME
VERREAULT INC. and the
owners and others interested by
the tug STEVNS ICECAP

PLACE OF HEARING: Montréal, Quebec

DATE OF HEARING: October 17, 2011

REASONS FOR JUDGMENT: NOËL J.A.

CONCURRED IN BY: TRUDEL J.A.
MAINVILLE J.A.

DATED: November 21, 2011

APPEARANCES:

Sylvain Deslauriers FOR THE APPELLANT

David F.H. Marler FOR THE RESPONDENT

SOLICITORS OF RECORD:

Deslauriers Jeasonne s.e.n.c. FOR THE APPELLANT
Montréal, Quebec

The Law Offices of David F.H. Marler FOR THE RESPONDENT
Knowlton, Quebec