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Respondent does not expressly raise any other substantive defence. In its factum it makes an argument against the retroactive application of the overtime provisions based on the terms of the collective agreement itself. I agree with the Chief Justice that, in view of the terms of the agreement and of the decision of the Supreme Court, confirming the decision of this court, in *Munger* v. *Cité de Jonquière* [11], this argument is untenable, and it appears to be an afterthought. I therefore agree that Respondent has failed to establish that the dispute between the parties constiutes a grievance subject to compulsory arbitration.

In agreement with the Chief Justice, I would maintain the appeal and condemn Respondent to pay to Appellant the sum of $7,609 with interest and costs.

Droit international

ARTHUR ERICKSON AND GEOFFREY MASSEY v. THE GOVERNMENT OF VENEZUELA AND JUNTA ADMINISTRADORA DEL PABELLÓN DE VENEZUELA EN LA EXPOSICIÓN UNIVERSAL E INTERNATIONAL 1967, EN MONTREAL (defendants) and THE CANADIAN CORPORATION FOR THE 1967 WORLD EXHIBITION (mis-en-cause), C.S. Montréal, nº 739980, 25 octobre 1967, juge R. DURANLEAU.

Droit international — Poursuite par un architecte contre le gouvernement du Vénézuéla, en recouvrement de services professionnels rendus en marge de la construction d'un pavillon à Expo '67 — Exception déclinatoire basée sur le principe de l'immunité d'un État souverain — Acte de nature privée — Clause d'arbitrage — Absence de juridiction des tribunaux québécois — Incompétence de la Cour supérieure.

THE COURT, seized of Defendants' Motion to dismiss Plaintiffs' Action in the present case, having examined the proceedings and having heard the respective Counsel :

WHEREAS Defendants, in support of the present Motion, allege the following :

> *Whereas the Defendants in the present cause are the Sovereign Republic of Venezuela and the Ministry of Development of the Government of the Sovereign Republic of Venezuela.*
>
> *Whereas the Defendants are not subject to the jurisdiction of the Courts of this Province.*
>
> *Whereas the Defendants and the property of the Defendants are immune to the jurisdiction of the Courts of this Province.*
>
> *Whereas the Courts of this Province have not any jurisdiction over the property of the Defendants.*
>
> *Whereas the Sovereign Republic of Venezuela cannot be impleaded before the Courts of this Province.*
>
> *Whereas Plaintiffs' action attempts to implead the Defendants before the Courts of this Province, without any legal right to do so.*
>
> *Whereas Plaintiffs' action attempts to have this Honourable Court adjudicate concerning the property and assets of the Defend-*

[11] [1962] B.R. 361, conf. by [1964] S.C.R. 45.

ants and in the possession and control of Defendants, when, in fact and in law, this Honourable Court has no jurisdiction with respect to these matters.

Whereas without prejudice to the foregoing, the contract produced by Plaintiff as Exhibit P-1 contains the following clause and condition :

"Article 9 — All matters in dispute under this Agreement shall be submitted to arbitration at the Venezuelan Courts."

Whereas this Court if not competent to hear the issues between the parties.

Whereas there is no Court within the Province competent to hear the issues between the parties.

CONSIDERING that it is a universally recognized principle that a Sovereign State cannot be sued by a tribunal of another Sovereign State foreign to it — a principle based upon the independence and dignity of Sovereign States ;

CONSIDERING that even if there be a tendency at the present time to limit this immunity (C. J. Hamson, [1950] *British Year Book of International Law*, p. 294 ; *Rahim Boula* v. *Nizam of Hyderabab*, [1958] A.C. 378), especially as regards commercial transactions between a government and private persons, and/or if the government in question has accepted the foreign jurisdiction or has done something equivalent to such acceptance, no doubt can arise in this respect in the present case, because the contract which constitutes the basis of the present Action contains a clause "that all matters in dispute under this agreement shall be submitted to arbitration at the Venezuelan Courts ;"

CONSIDERING that, in the circumstances, the present Motion of the Defendants is well founded ;

DOTH DISMISS Plaintiffs' Action in the present case, with costs.

ARTHUR ERICKSON AND GEOFFREY MASSEY v. THE GOVERNMENT OF VENEZUELA AN JUNTA ADMINISTRADORA DEL PABELLÓN DE VENEZUELA EN LA EXPOSICIÓN UNIVERSAL E INTERNATIONAL 1967, EN MONTREAL, CANADA, AND THE CANADIAN CORPORATION FOR THE 1967 WORLD EXHIBITION, C.S., Montreal, n° 739980 ; 25 octobre 1967, juge R. DURANLEAU.

Saisie avant jugement — Exception déclinatoire basée sur le principe de l'immunité d'un État souverain — Annulation de la saisie — C.P.C., art. 733 et suivants.

THE COURT, seized of the Defendants' Motion to quash a seizure-before-judgment, having examined the proceedings and having heard the respective Counseil of the parties :

WHEREAS Plaintiffs have practised a seizure-before-judgment of certain assets of the Defendants located on the grounds of the 1967 World Exposition, flnown as EXPO '67, and Defendants allege that the said seizure was practised illegally, for the reasons set out in the present Motion ;

SEEING the *procès-verbal* of a Bailiff of this Court, who practised the seizure-before-judgment of the moveable effects set out in the *procès-verbal* and deposited same with a guardian ;

SEEING the judgment rendered this date by the undersigned Judge of this Court, dismissing Plaintiffs' Action in the present case ;

DOTH QUASH AND ANNUL the seizure-before-judgment practised in the present case.