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Droit international



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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 is 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 Hyderabad*, [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 INTERNACIONAL 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 Counsel 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, known 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.