

Section 235 of the Merchants' Shipping Act (1854) enacts : " No wages due or accruing to any seaman or apprentice shall be subject to attachment or arrestment from any Court ; and every payment of wages to a seaman or apprentice shall be valid in law, notwithstanding any previous sale or assignment of such wages, or any attachment, encumbrance or arrestment thereof ; and no assignment or sale of such wages or of salvage made prior to the accruing thereof shall bind the party making the same ; and no power of attorney or authority for the receipt of any such wages or salvage shall be irrevocable."

Section 182, above quoted, has been expressly held in *The Rosario*, L.R., 2 P.D. 41, to be an enactment in aid of the general law and not a substitute for it. Sir Robert Phillimore, at p. 45, held in that action, which was an action for salvage, that it was no defence for the defendants to set up an alleged agreement whereby fourteen of the sixteen plaintiffs had, for valuable consideration, assigned to the defendants all their respective shares of the salvage award ; that such an agreement was void under Section 182 above cited, and a demurrer to the statement of defence was allowed.

The question for decision in this action has been expressly dealt with in *The City of Manitowac*, in the Vice-Admiralty Court of Quebec, reported in Cook 178 (1879), a case not cited before me on the argument. There the Court expressly held that the lien of the salvors, which also included a claim for seamen's wages, necessities, pilotage and towage, was personal and inalienable, and did not vest in the plaintiffs, who were assignees, by virtue of the assignment. In the judgment at page 189, the following language is used by the learned judge : " I do not regret that this Court is compelled to decline jurisdiction over the assignment of salvage and the other matters for which this suit is brought, not only because its efficiency would be impaired if it had to determine the validity of assignments and disputed accounts, subjects of municipal law and regulation, and involving delay, but because in the case of assignments of claims such as those in question, the assignors, the mariner and the salvor, may be subject to gross injustice where their wants compel them to accept a tithe of their due for a claim admitting of no question. I express no opinion on the merits of this case ; as it is not opposed, I take it for granted that the claims of the promoters are well founded, and if they are, they have their remedy before the ordinary tribunals of the country, to which they can apply for relief."

I have been referred to a number of American decisions in which the question of the assignment in maritime liens is dealt with ; these decisions are conflicting, some affirming the principle that all the remedies and securities, including the lien of the assignor, pass to the assignee, who can pursue them in the same manner as the assignor himself could have done ; other cases affirm the contrary doctrine and sustain the view that a maritime lien is purely personal and for the exclusive benefit of the original lien holder, and there is no capacity vested in the lien holder to transfer his liens to third persons. I do not find any assistance from these decisions, for I have to determine this case according to the civil and maritime law of the High Court of Admiralty of England.

No case can be cited to support the view that the High Court of