BRITISH COLUMBIA ADMIRALTY DISTRICT.

1916
March 23

DONKIN CREEDEN, LTD.,

v.

S.S. "CHICAGO MARU" (No. 1).

Depositions—De bene esse—Use of interpreter.

APPEAL from the ruling of the registrar as to the employment of an interpreter upon an examination *de bene esse* of Keichi Hori, the Japanese master of the steamship Chicago Maru. The registrar ruled that if the witness said he understood the questions that were put to him in English then he should answer in that language, and as he said he did understand them the services of the interpreter were not necessary.

Robert Smith, for plaintiffs; *Mayers*, for defendant.

MARTIN, L. J. (March 23, 1916) delivered judgment.

It depends upon a question of fact as to whether or no an interpreter should be employed, and that fact is—does the witness possess a sufficient knowledge of the language to really understand and answer the questions put to him, whatever the witnesses' opinion may be? There is no one so well able to determine that question as the tribunal before which the witness is being examined, and I should hesitate long before I felt justified in disturbing such a determination, and in the present case no justification exists. But, as it is often not an easy matter to determine it, and as the question has come up before in this Court, it is desirable to point out for future guidance the course pursued in *Parratt et al* v. *Notre Dame d'Arvor*,[1] (though not reported on that point), where on the trial I finally directed that the French master of a ship should be examined through an

[1] 16 B.C.R. 381; 13 Can. Ex. 456.

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interpreter, after his examination had been conducted for some considerable time in English, because it became apparent to me, from my knowledge of the French language and otherwise, that he did not possess a requisite knowledge of English to warrant the conduct of his examination in that language. It would, of course, be open to the registrar, in determining the question, to call to his assistance, for example, the statement of the sworn interpreter as to the witness's knowledge, where the registrar's own knowledge of the foreign language was insufficient to enable him to decide the question. As a word of warning, I add that objection to the use of an interpreter should not be lightly taken because the result might be that the value of the testimony would be later much reduced, or otherwise rendered unsatisfactory by the introduction of an element of uncertainty. Each party is in strictness entitled to an interpreter—*Rex* v. *Walker*,[1] wherein will also be found observations upon the competency of interpreters and their selection.

Appeal dismissed.

[1] 15 B.C.R. 100 at 124–6.