

**EXCHANGE OF NOTES (JANUARY 24 AND FEBRUARY 7, 1944)  
BETWEEN CANADA AND NEWFOUNDLAND CONSTITUTING AN  
AGREEMENT FOR THE SETTLEMENT OF CLAIMS ARISING OUT  
OF TRAFFIC ACCIDENTS INVOLVING CANADIAN AND NEW-  
FOUNDLAND VEHICLES.**

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*The High Commissioner for Canada*

*to the Commissioner for Justice and Defence of Newfoundland*

OFFICE OF THE HIGH COMMISSIONER FOR CANADA

St. John's, January 24, 1944.

No. 7

Dear Sir Edward,

I have been instructed to state that the Government of Canada is prepared to enter into an agreement with the Government of Newfoundland establishing the basis to be adopted for the settlement of claims arising out of traffic accidents involving vehicles of the Government of Canada and vehicles of the Government of Newfoundland in the following terms:

(a) The Agreement would cover all vehicles owned or controlled by the Government of Canada, including vehicles used by the Royal Canadian Navy, the Canadian Army, or the Royal Canadian Air Force (hereinafter called Canadian vehicles), and all vehicles owned or controlled by the Government of Newfoundland, including vehicles used by the Armed Forces of Newfoundland and including railway trains, rolling stock and gasoline propelled cars owned or controlled by the Newfoundland Government (hereinafter called Newfoundland vehicles).

(b) The Agreement would apply to accidents wherever they occur which take place on or after September 3, 1939, which have not already been disposed of, and which involve a Canadian or Newfoundland vehicle.

(c) Neither Government would make any claim against the other for any damage caused in an accident to which the Agreement applies to any vehicle, stores or other property of the Government of Canada, or to any vehicle, stores or other property of the Government of Newfoundland.

(d) Neither Government would make any claim against the other in respect of the death of or injury to any member of the Armed Forces of Canada or of Newfoundland caused by a Newfoundland vehicle or a Canadian vehicle in an accident to which the Agreement applies.

(e) If, arising out of an accident to which this Agreement applies and in which both a Canadian vehicle and a Newfoundland vehicle are involved in circumstances in which the Canadian Government and the Newfoundland Government respectively assume responsibility for any liability of persons in their service, any claim is made against either Government by a third party (including a person in the service of either Government), then the amount of any judgment obtained by the claimant and the costs, expenses and disbursements connected therewith or the amount of any settlement made with the claimant agreed to jointly by the Cana-