

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

CANADA

TREATY SERIES, 1944

No. 6

texte français de no 6 suivi  
No 7 anglais.

*The High Commissioner for Canada  
to the Commissioner for Justice and Defence of Newfoundland*  
OFFICE OF THE HIGH COMMISSIONER FOR CANADA,  
St. John's, Newfoundland, January 24, 1944.

EXCHANGE OF NOTES

(January 24, February 7, 1944)

BETWEEN

CANADA AND NEWFOUNDLAND

CONSTITUTING AN AGREEMENT  
FOR THE SETTLEMENT OF CLAIMS  
ARISING OUT OF TRAFFIC ACCIDENTS  
INVOLVING CANADIAN AND NEWFOUNDLAND  
VEHICLES

In force February 7, 1944



OTTAWA  
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,  
KING'S PRINTER AND CONTROLLER OF STATIONERY

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CANADA

TREATY SERIES, 1944

No. 6

EXCHANGE OF NOTES

(January 24, February 7, 1944)

BETWEEN

**SUMMARY**

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In force February 7, 1944



**EXCHANGE OF NOTES (JANUARY 24 AND FEBRUARY 7, 1944)  
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I

*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-



dian and Newfoundland Governments, shall be borne equally by them. A claim made against a person in the service of the Government of Canada or of the Government of Newfoundland shall, for the purposes of this paragraph, be deemed to be a claim made against that Government if such Government assumes responsibility and not otherwise.

I shall be glad if you will inform me whether the Government of Newfoundland agree to an arrangement on this basis. If so, this note and your reply to that effect will be regarded as constituting an Agreement between our two Governments which will continue in force in respect of all accidents which may occur prior to the expiration of three months from the date on which either of the two Governments gives notice to the other of its intention to terminate the Agreement.

Yours faithfully,

C. J. BURCHELL,

*High Commissioner for Canada.*

II

*The Commissioner for Justice and Defence of Newfoundland  
to the Acting High Commissioner for Canada*

DEPARTMENT OF JUSTICE

St. John's, February 7, 1944.

Dear Dr. Keenleyside,

I wish to refer to letter No. 7 of January 24 from Mr. Burchell on the subject of a proposed agreement between the Government of Newfoundland and the Government of Canada in respect to the settlement of claims arising out of traffic accidents involving vehicles of the two Governments.

2. This letter was discussed in Commission and I am directed to inform you that the Government of Newfoundland agrees to an arrangement on this basis. Furthermore, Mr. Burchell's letter and this reply will be regarded as constituting between our two Governments an agreement which will continue in force in respect of all accidents which may occur prior to the expiration of three months from the date on which either of the two Governments gives notice to the other of its intention to terminate the agreement.

Yours faithfully,

L. E. EMERSON,

*Commissioner for Justice and Defence.*