

CANADA

TREATY SERIES, 1946

No. 15

AGREEMENT

BETWEEN

CANADA, NEWFOUNDLAND
AND THE UNITED KINGDOM

RESPECTING

DEFENCE INSTALLATIONS IN
NEWFOUNDLAND

Signed in St. John's, April 8, and in London, May 3, 1946

In Force March 31, 1946



OTTAWA
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
PRINTER TO THE KING'S MOST EXCELLENT MAJESTY
CONTROLLER OF STATIONERY

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AGREEMENT BETWEEN THE GOVERNMENTS OF CANADA, NEWFOUNDLAND AND THE UNITED KINGDOM RESPECTING DEFENCE INSTALLATIONS IN NEWFOUNDLAND.

Signed in St. John's, April 8, and in London, May 3, 1946

The Governments of Canada, Newfoundland and the United Kingdom, having examined the various problems relating to defence installations constructed in Newfoundland under various agreements and understandings made during the recent war, and having considered their respective interests in Western Hemisphere defence, have agreed as follows:—

ARTICLE 1

In this Agreement the expression "Newfoundland" shall mean Newfoundland and its Dependencies and the territorial waters thereof.

ARTICLE 2

(a) The Government of Canada shall re-transfer control and operation of the Newfoundland Airport at Gander and the seaplane bases at Gleneagles and Botwood to the Government of Newfoundland as of March 31, 1946, and the obligations of the Government of Canada under the Air Bases Agreement of April 17, 1941, between the Governments of Canada and Newfoundland shall thereupon cease and shall be deemed to have been discharged.

(b) In order to assist the Government of Newfoundland in maintaining the continuous operation of the Newfoundland Airport, a progressive withdrawal of Canadian personnel from March 31, 1946 to May 31, 1946 may be arranged between the Royal Canadian Air Force and the Newfoundland Director of Civil Aviation.

(c) With a view to facilitating the development of the Newfoundland Airport as a civil airport, the Government of Canada forgoes its rights with respect to a lease at the Newfoundland Airport under Article VII of the said Air Bases Agreement of April 17, 1941.

(d) The Government of Canada shall transfer to the Government of Newfoundland all the buildings, hangars and works constructed by the Government of Canada at the Newfoundland Airport, and all the equipment and supplies of the Government of Canada at the Airport, excluding stocks of solid and liquid fuels, oils and lubricants and the equipment and supplies of the Department of Transport of the Government of Canada, and the Government of Newfoundland shall pay therefor the sum of one million dollars in such instalments and at such times as may be agreed upon.

(e) The Government of Newfoundland shall provide at the Newfoundland Airport such accommodation as may be required by the Canadian Armed Forces during the period of progressive withdrawal from the Airport and for the storage of such supplies as remain after March 31, 1946.

(f) During the provision by the Government of Canada of the Meteorological Service and Radio Range Service at the Newfoundland Airport the Government of Newfoundland shall maintain suitable office and living accommodation for the necessary staffs of these Services, the location, type and standard of this accommodation to be agreed between the Governments of Canada and Newfoundland.

(g) The responsibility for the operation and maintenance of the Radio Range at the Newfoundland Airport shall be the subject of separate negotiations between the Governments of Canada and Newfoundland.

(h) In the event of an outbreak of hostilities involving Canada and Newfoundland the Government of Newfoundland, at the request of the Government of Canada, shall transfer control and operation of the Newfoundland Airport to the Government of Canada for the duration of hostilities: Provided that during the control and operation of the Airport by the Government of Canada no part of the Airport shall be handed over to the control of a third party without the prior consent of the Government of Newfoundland, and that the Government of Canada shall maintain in repair, except in respect of damage occasioned by enemy action, the buildings owned by the Government of Newfoundland at the date of transfer and shall return possession thereof to the Government of Newfoundland on the cessation of hostilities.

ARTICLE 3

The Government of Canada forgoes its rights with respect to leases at the seaplane bases at Botwood and Gleneagles under the provisions of Article VII of the said Air Bases Agreement of April 17, 1941.

ARTICLE 4

(a) Title in fee simple to the lands of Torbay Airport and its subsidiary installations shall be vested in the Government of Canada in accordance with the understanding between the Governments of Canada and Newfoundland at the time of the construction of the Airport.

(b) Torbay Airport may be operated as a commercial airport by the Government of Canada for the air service between Newfoundland and Canada, in accordance with such laws and regulations in force from time to time in Newfoundland as may be applicable to civil aviation.

(c) Torbay Airport shall be available to Newfoundland civil and military aircraft on terms not less favourable than those applicable to Canadian civil and military aircraft.

(d) Torbay Airport shall be available for emergency landing by any civil or military aircraft.

(e) Any landing fees imposed on civil aircraft using Torbay Airport shall enure to the Government of Canada, provided that any revenue from landing fees or other charges in excess of the costs of operating the Airport for civil purposes shall be paid to the Government of Newfoundland.

(f) The Government of Canada may construct and maintain at Torbay Airport such installations for defence purposes and may maintain there such military equipment and supplies as it deems advisable.

(g) The Government of Canada may use Torbay Airport for military training and requirements including the stationing there of military aircraft and personnel for such purposes.

(h) In order to avoid doubt it is hereby declared that the laws of Newfoundland shall be applicable throughout Torbay Airport and to all persons therein, and duly authorized officials of the Government of Newfoundland shall have access at all reasonable times to the Airport in the course of the carrying out of their duties.

(i) The Government of Canada shall provide suitable accommodation for the Customs, Immigration and Posts and Telegraphs services of the Government of Newfoundland at Torbay Airport.

(j) The Government of Canada shall as far as practicable employ Newfoundland labour at Torbay Airport.

(k) The Government of Newfoundland shall enact Aerodrome Zoning Regulations to ensure the safety of aircraft using Torbay Airport.

ARTICLE 5

(a) The Government of Canada and Newfoundland, and as necessary the Government of the United Kingdom, will consult with one another from time to time as occasion may require with a view to co-ordinating defence requirements in Newfoundland. The Government of Canada may establish and operate in Newfoundland such facilities and installations as, at any such consultation, may be agreed to be necessary.

(b) Canadian and United Kingdom military aircraft may fly over Newfoundland and use airports therein under Newfoundland or Canadian control, as required, without payment of landing fees but subject to the payment of current charges for fuel, repairs, accommodation and other services. Notification shall, however, be given in advance to the appropriate air traffic control and airport authorities.

(c) The Government of Canada may in consultation with the Government of Newfoundland carry out air photography and make topographic and hydrographic surveys in Newfoundland. Copies of maps, charts and other data resulting therefrom shall be available to the Government of Newfoundland.

ARTICLE 6

This Agreement shall enter into force as from the 31st day of March, 1946, and shall remain in force for a period of three years, and thereafter shall continue in force subject to revision by mutual agreement or to termination after twelve months' notice by any one of the contracting Governments.

IN WITNESS WHEREOF the undersigned, duly authorized by their respective Governments, have signed this Agreement.

*Signed on behalf of the
Government of Canada:*

J. S. MACDONALD,

*Signed on behalf of the
Government of Newfoundland:*

J. S. NEILL,

*Signed on behalf of the
Government of the United Kingdom:*

ADDISON.

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