

CANADA

TREATY SERIES, 1945

No. 11

AGREEMENT
BETWEEN
CANADA AND AUSTRALIA
WITH RESPECT TO
THE LOAN TO AUSTRALIA
OF
VESSELS OWNED BY CANADA

Signed at Ottawa, August 17, 1945

DEEMED TO HAVE BEEN MADE
DECEMBER 3, 1943



OTTAWA
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
KING'S PRINTER AND CONTROLLER OF STATIONERY
1948

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AGREEMENT BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA WITH RESPECT TO THE LOAN TO THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA OF VESSELS OWNED BY THE GOVERNMENT OF CANADA.

Signed at Ottawa, August 17, 1945

ARTICLE 1

The Government of Canada agrees to lend and the Government of the Commonwealth of Australia agrees to accept on the terms and conditions hereinafter set out the vessels listed in the schedule annexed hereto and such other vessels as may from time to time be delivered and accepted pursuant to and under the terms of this agreement for a period commencing with the respective dates of delivery of the vessels and continuing (subject as hereinafter provided) until terminated by mutual agreement between the two Governments but not extending beyond the cessation of hostilities with the last enemy Power with which the Commonwealth of Australia and Canada are both at war. This agreement will apply with respect to all the vessels notwithstanding that certain of the vessels have been delivered to and accepted by the Government of the Commonwealth of Australia prior to the execution hereof.

ARTICLE 2

The vessels will be delivered to the Government of the Commonwealth of Australia at such places and times as may be agreed upon.

ARTICLE 3

The vessels will, if practicable, be surveyed before delivery in order to determine their condition, but will be accepted by the Government of the Commonwealth of Australia in the condition in which the vessels then are, provided, however, that the Government of Canada, if requested to do so by the Government of the Commonwealth of Australia, and so far as it is legally possible to do so, will take all practicable steps to enforce any guarantee given by the builders of the vessels or by the suppliers of any machinery or equipment on board the vessels.

ARTICLE 4

No hire will be paid for the vessels.

ARTICLE 5

An agreed inventory of all stores on board, both consumable and non-consumable, will be made by the representatives of the respective Governments on delivery, and again on redelivery of each of the vessels. The Government of the Commonwealth of Australia will have the use of all outfit, equipment, appliances, fuel, consumable stores and spare and replacement parts belonging to the Government of Canada and on board the respective vessels at the time of their delivery. Any such items or any similar items on board the respective

vessels at the time of their redelivery will become the property of the Government of Canada. Any shortages in inventory at the time of redelivery will be for the account of the Government of the Commonwealth of Australia and any such shortage or other discrepancy between the inventories will be adjusted by mutual agreement between the two Governments.

ARTICLE 6

The Government of the Commonwealth of Australia may move, alter or add to any of the fittings, or arrangements, or board any of the vessels.

ARTICLE 7

During the currency of this agreement, the vessels will be under the complete control of the Government of the Commonwealth of Australia.

ARTICLE 8

All damage incurred by any of the vessels during the currency of this agreement will be borne by the Government of the Commonwealth of Australia and the vessels will (unless lost) be redelivered to the Government of Canada in the same order and condition (ordinary wear and tear excepted) as when delivered to the Government of the Commonwealth of Australia, or, at the option of the Government of Canada, as changed or altered pursuant to Article 6 of this agreement.

ARTICLE 9

Should any of the vessels sustain such damage or be in such a position as would appear to the Government of the Commonwealth of Australia to render it inadvisable that it should be repaired or salvaged, the Government of the Commonwealth of Australia will forthwith notify the Government of Canada. The decision as to whether the vessel is deemed to be lost will rest with the Government of Canada.

ARTICLE 10

No compensation will be payable by the Government of the Commonwealth of Australia to the Government of Canada with respect to any vessel lost or deemed to be lost during the currency of this agreement.

ARTICLE 11

The Government of the Commonwealth of Australia will bear all costs, expenses and claims of whatever nature arising out of or flowing from the operation of the vessels respectively during the currency of this agreement.

ARTICLE 12

During the currency of this agreement, the vessels may be registered in the name of the Minister of Supply and Shipping of the Commonwealth of Australia, but such registration will not affect the title to the said vessels which will remain vested in the Government of Canada.

ARTICLE 13

Each of the vessels will be redelivered by the Government of the Commonwealth of Australia to the Government of Canada at the port of original delivery or at such other port as the Government of Canada may designate.

ARTICLE 14

Notwithstanding any other provision of this agreement, the Government of Canada may require redelivery of all or any of the vessels following the cessation or substantial cessation of hostilities in the Pacific theatre of war.

ARTICLE 15

This agreement is made pursuant to the agreement dated at Ottawa the 9th day of March, 1944,* between the Governments of Canada and the Commonwealth of Australia on the principles applying to the provision by Canada of Canadian war supplies to the Commonwealth of Australia under the War Appropriation (United Nations Mutual Aid) Act, 1943, of Canada, and is deemed to have been made as of the third day of December, 1943.

Dated at Ottawa, this 17th day of August 1945.

*Signed in duplicate for and on behalf
of the Government of Canada:*

W. L. MACKENZIE KING.
C. D. HOWE.

*Signed in duplicate for and on behalf
of the Government of the Com-
monwealth of Australia:*

ALFRED STIRLING.

Treaty signed at Washington, April 29, 1942

Protocol signed at Ottawa, October 13, 1945

(These instructions have not yet been ratified)



* Canada Treaty Series 1944, No. 5.



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SCHEDULE

4,700 TON VESSELS DELIVERED TO THE COMMONWEALTH OF AUSTRALIA

Name of Vessel	Date of Delivery
Fawkner Park.....	January 21, 1944
Taronga Park.....	May 8, 1944.

Signed in duplicate for and on behalf of the Government of Canada.

ALFRED STIRLING

Should any of the vessels listed in this Schedule be damaged or be in such a position as to appear to the Government of the Commonwealth of Australia to render it inadvisable to return them to the Government of Canada, the Government of the Commonwealth of Australia will forthwith notify the Government of Canada. The decision as to whether the vessel is deemed to be lost will rest with the Government of Canada.

Article 10

No compensation will be payable by the Government of the Commonwealth of Australia to the Government of Canada with respect to any vessel lost in accordance with the provisions of this Agreement.

Article 11

The Government of the Commonwealth of Australia will bear all costs, expenses and charges of whatever nature arising out of or flowing from the operation of this Agreement respectively during the currency of this Agreement.

Article 12

During the currency of this Agreement, the vessels may be registered in the name of the Minister of Supply and Shipping of the Commonwealth of Australia, but they will not affect the title to the vessels which will remain vested in the Government of Canada.

Article 13

Each of the vessels will be redelivered by the Government of the Commonwealth of Australia to the Government of Canada at the port of original delivery or at such other port as the Government of Canada may determine.