

MEMORANDUM OF AGREEMENT BETWEEN CANADA AND
NEWFOUNDLAND

Signed at Saint John's, Newfoundland, October 10, 1944

CANADA

MEMORANDUM OF AGREEMENT

TREATY SERIES, 1944

No. 30

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BETWEEN

CANADA AND NEWFOUNDLAND

RELATING TO

THE ESTABLISHMENT OF AN AIR BASE
AT GOOSE BAY, LABRADOR

Signed at St. John's, Newfoundland, October 10, 1944

In force October 10, 1944



OTTAWA
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
KING'S PRINTER AND CONTROLLER OF STATIONERY
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EDMUND CLAPHAM, C.M.G., B.A., LL.B.
MINISTER OF JUSTICE AND ATTORNEY GENERAL

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Signed at Saint John's, Newfoundland, October 10, 1944

MEMORANDUM OF AGREEMENT

Made this tenth day of October, Anno Domini one thousand nine hundred and forty-four BETWEEN The Government of Canada represented herein by the High Commissioner for Canada in Newfoundland of the first part AND The Government of Newfoundland represented herein by the Commissioner for Public Utilities and Supply of the second part.

WHEREAS the development of a strategic air base for the defence of Canada, Newfoundland and Labrador, within the general scheme of hemisphere defence and as a basis of operations in the Atlantic area, is considered by the Governments of Canada and Newfoundland to be of the utmost importance:

Therefore the undersigned, duly authorized to that effect, have agreed as follows:—

1. (1) The Government of Newfoundland will lease to His Majesty the King in right of Canada ALL THAT certain piece or parcel of land situated at Goose Bay in Labrador described as follows: Beginning at a concrete post marked "A" at the most northerly point of Terrington Basin at ordinary high watermark, the said point being North Latitude 53 degrees 22 minutes 24.6 seconds and West Longitude 60 degrees 24 minutes 21.5 seconds; thence North astronomically 305 chains; thence West astronomically 640 chains; thence South astronomically 920 chains more or less to the northern shore of the Hamilton River at ordinary high water mark; thence easterly along the northern shore of the Hamilton River at ordinary high water mark to Goose Bay; thence northerly and westerly along the shore of Goose Bay at ordinary high water mark to Terrington Basin; thence westerly and northerly along the shore of Terrington Basin at ordinary high water mark to the point of beginning; containing 120 square miles more or less; hereinafter referred to as the Air Base; reserving nevertheless from the Air Base all mines and minerals; TO HOLD the same unto His Majesty the King in right of Canada for a period of ninety-nine years from the first day of September Anno Domini one thousand nine hundred and forty-one for the purpose of the construction, operation and maintenance of an air base thereon for operations by land or water for the purposes set forth in the recital hereto.

(2) Such lease shall be authorized or ratified in such manner as may be agreed upon by the Governments of Canada and Newfoundland.

2. During the period of the lease the Government of Canada shall have the right to construct, maintain, operate, manage and control an air base at the Air Base and without restricting the generality of the foregoing shall have as incidental thereto the following rights, namely:

- (a) to build and maintain a roadway approximately 22 miles in length from the Air Base to Northwest River and such other roads outside the Air Base as may be agreed with the Government of Newfoundland from time to time. All roads built hereunder outside the Air Base shall become public highways. Where the Air Base separates two roads or two parts of the same road, passage through the Air Base will be permitted, subject to such reasonable limitations as are necessary for the protection of the Air Base and its operations;
- (b) to take from the neighbouring streams and rivers such water as may be necessary for the purposes of the Air Base;

(c) to develop, construct and operate power plants for use of the Air Base and for such purposes to use such water storage and power sites as may be agreed and upon such conditions as may be imposed by the Government of Newfoundland;

(d) to construct radio stations and transmission lines and operate communications by radio, telephone and telegraph for the purposes of the Air Base, subject to agreement with the Secretary for Posts and Telegraphs of the Government of Newfoundland as to frequencies and power output in the case of radio communications;

(e) to construct docks, wharves, slipways, piers and anchorages for ships and aircraft at such places as may from time to time be agreed with the Government of Newfoundland.

3. For the duration of the war and for such time thereafter as the Governments agree to be necessary or advisable in the interests of common defence:

(a) the management and control of the Air Base shall be under the direction of the Royal Canadian Air Force, wireless and meteorological services being supplied by the Department of Transport of the Government of Canada;

(b) use of the Air Base will be made available to United Kingdom military aircraft and to aircraft of the United States Navy and Army Air Forces. The Government of Canada may permit the Governments of the United Kingdom and the United States to erect buildings at the Air Base for the accommodation of aircraft and military personnel, and may permit such Governments to station Naval and Air Force military personnel at the Air Base;

(c) the use of the Air Base by civil aircraft shall be permitted insofar as such use is a necessary part of the war effort, and the Air Base shall be available for such other civilian use as may be mutually agreed upon;

(d) in addition to any arrangements for the co-ordination of the wireless and meteorological services with other operating air bases and stations, such services at the Air Base may be co-ordinated with those operated by the Government of the United States in Canadian territory adjacent to Labrador and by the Royal Air Force.

4. The Government of Canada may from time to time erect within the Air Base such works, buildings and fortifications as it may deem to be necessary for the maintenance of the Air Base as an operational air base and for its defence, and may station at the Air Base such military personnel as may be required for the defence thereof.

5. Civil and military aircraft owned by the Government of Newfoundland shall have the right to use the Air Base on terms not less favourable than those of the Government of Canada.

6. The right of the United Kingdom to use the Air Base for military aircraft shall be the subject of consultation and agreement between the Governments of Canada, the United Kingdom and Newfoundland after the war, and, in the meantime, the rights of the United Kingdom under Article 3 of this Agreement shall continue unimpaired.

7. The Government of Canada will employ Newfoundland labour as far as practicable at the Air Base.

8. Duly authorized officers of the Government of Newfoundland shall have access at all reasonable times to the Air Base in the course of the carrying out of their duties.

9. The Government of Canada shall transfer free of cost to the Government of Newfoundland any land within the Air Base reasonably required by the Government of Newfoundland for the erection of buildings for the accommodation of its officials or for any other Government purposes.

10. In order to avoid doubt it is hereby declared that the laws of Newfoundland shall be applicable throughout the Air Base and to all persons therein or thereon.

11. The development of the Air Base being primarily for defence, the air base and its facilities shall not during the war be used for civil or for commercial operations, except as provided in clause (c) of Article 3 hereof. The question of its or their use for civil and commercial operations after the war, and all matters incidental thereto, will form the subject of discussion between the Governments of Canada, the United Kingdom and Newfoundland, and this discussion will take place not later than twelve months after the war.

12. The Government of Canada agrees that it will not, without the consent of the Government of Newfoundland, transfer to any third party in whole or in part the rights, powers and authority herein granted to the Government of Canada.

Signed at St. John's, Newfoundland, in duplicate, this tenth day of October, A.D. 1944.

On behalf of the Government of Canada:

J. S. MACDONALD.

On behalf of the Government of Newfoundland:

W. W. WOODS.

Signé à Saint-Jean de Terre-Neuve, le 10 octobre 1944

En vigueur le 10 octobre 1944

The Government of Canada shall transfer to the Government of Newfoundland any aircraft within the Air Base... for the use of the Government of Newfoundland or for any other Government purpose.

In order to avoid doubt it is hereby declared that the laws of Newfoundland shall be applied throughout the Air Base and to all persons therein.

The development and maintenance of the air facilities shall not be hindered by the construction of any other buildings or structures. The Government of Newfoundland shall be responsible for the maintenance of the air facilities.

The Government of Canada agrees that it will not without the consent of the Government of Newfoundland transfer to any third party in whole or in part any aircraft or other property of the Government of Newfoundland.

The Air Base will be available to the Government of Newfoundland on the day of October 1, 1944.

The Government of Canada may permit the Government of Newfoundland to use the Air Base for the purpose of the Government of Newfoundland.

The Government of Newfoundland shall be responsible for the maintenance of the air facilities.

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