

DRB 105-3210

DRB 105-32/0

DEPARTMENT OF NATIONAL DEFENCE

• DEFENCE RESEARCH ESTABLISHMENT PACIFIC

USE INSIDE COVER FOR CROSS REFERENCES

[illegible]

**FILE
NUMBER**

SCHEDULE	AUTHORITY	YEAR(S)
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**DND 701
7530-21-562-6951.**

**"B. F." DO NOT HOLD THIS FILE WHEN LAPSES
IN ACTION MAY EXCEED 48 WORKING HOURS.**

000148

Document disclosed under the Access to Information Act
Document divulgué en vertu de la Loi sur l'accès à l'information

File passed to Mr Boyle
29/12/61 24871

File to be passed to Mr. Bayle —
Auditor General - Rm 1807 "A"
on completion of our action

000149



FILE NO.....

NOTE FOR FILE

THIS FILE TO BE USED FOR REFERENCE PURPOSES
ONLY.

FURTHER CORRESPONDENCE WILL BE PLACED ON
FILE.....

RECORDS MANAGEMENT SECTION

JUN 17 1974
DATE.....

FILE DRB 105-32/0 (JAG/C)

R E L E A S E

Referred to...	JAG/C
JAN 3 1961	
File...	105-32/0
Chgd to...	J.R.L. 15-12-61

KNOW ALL MEN by these presents that Autair Helicopter

Services Ltd.,

a Body Corporate, with offices at the City
of Montreal, in the Province
of Quebec, herein acting and
represented by its duly authorized officers,

for itself, its successors and assigns (hereinafter called "the Releasor"), hereby remises, releases and forever discharges the GOVERNMENT OF THE UNITED STATES OF AMERICA, and HER MAJESTY THE QUEEN IN RIGHT OF CANADA, their officers, servants and members of their Armed Forces, and in particular [REDACTED], their heirs, executors, administrators, successors and assigns (hereinafter called "the Releasees"), of and from all manner of actions, causes of action, claims or demands, of whatsoever kind or nature, which the releasor now has, or can, shall, or may hereafter have, for or by reason of, or in any way connected with damage to blades of a helicopter owned by Autair Helicopter Services Ltd. when a Defence Research Board tractor equipped with a "whip" antenna approached too close to the helicopter, said accident having occurred April 21, 1961, at Isachsen, Northwest Territories.

s.19(1)

It is understood and agreed that this Release shall only be effective when Her Majesty shall have paid to me, the Releasor, the sum of \$10,053.76.

It is also understood and agreed that Her Majesty does not admit any liability to the Releasor by the acceptance of this Release or the payment of the said sum of \$10,053.76 and that such liability is denied.

IN WITNESS WHEREOF I, the Releasor, have hereunto set my hand and seal this _____ day of _____ A. D. 1961.

AUTAIR HELICOPTER SERVICES LTD.

SIGNED, SEALED AND DELIVERED
in the presence of:

for.

W. E. Reisman
(Witness)

[Signature]

FILE DRB 105-32/0 (JAG/C)

R E L E A S E

KNOW ALL MEN by these presents that **Autair Helicopter Services Ltd.**,

a Body Corporate, with offices at the City
of **Montreal**, in the Province
of **Quebec**, herein acting and
represented by its duly authorized officers,

for itself, its successors and assigns (hereinafter called "the Releasor"), hereby remises, releases and forever discharges the GOVERNMENT OF THE UNITED STATES OF AMERICA, and HER MAJESTY THE QUEEN IN RIGHT OF CANADA, their officers, servants and members of their Armed Forces, and in particular [REDACTED] their heirs, executors, administrators, successors and assigns (hereinafter called "the Releasees"), of and from all manner of actions, causes of action, claims or demands, of whatsoever kind or nature, which the releasor now has, or can, shall, or may hereafter have, for or by reason of, or in any way connected with damage to blades of a helicopter owned by Autair Helicopter Services Ltd. when a Defence Research Board tractor equipped with a "whip" antenna approached too close to the helicopter, said accident having occurred April 21, 1961, at Isachsen, Northwest Territories.

s.19(1)

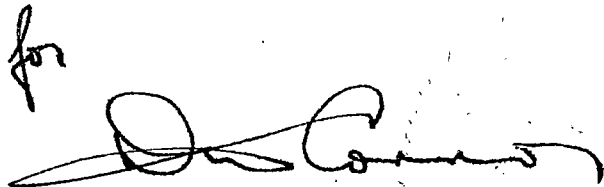
It is understood and agreed that this Release shall only be effective when Her Majesty shall have paid to me, the Releasor, the sum of **\$10,053.76**.

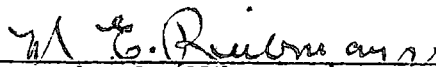
It is also understood and agreed that Her Majesty does not admit any liability to the Releasor by the acceptance of this Release or the payment of the said sum of **\$10,053.76** and that such liability is denied.

IN WITNESS WHEREOF I, the Releasor, have hereunto set my hand and seal this _____ day of _____ A. D. 19**61**.

SIGNED, SEALED AND DELIVERED)
in the presence of:

AUTAIR HELICOPTER SERVICES LTD.

for



(Witness)

DEPARTMENT OF NATIONAL DEFENCE

MINUTE SHEET

Referred to

REMARKS

To be signed in full showing Appointment, Telephone Number & Date

Auditor General's office

Mr Boyle

*Herewith is the DRB file as
discussed this date by telecon.*

*Would you please return to
this office when your action is
completed.*

E. Kowatue #14

29 Dec 61

*JAC/C3
(24923)*

File received & Returned,

Thomas J. Boyle

Officer of the Auditor General

QUADRUPLICATE

FOR ORIGINATOR'S FILE

DEPARTMENT OF NATIONAL DEFENCE
REQUISITION FOR CHEQUE

DRB 105-32/0 (JAG/C)

DEC 21 1961
SERIAL NO.

DATE
OF
CHEQUE

PAYEE'S
NAME
AND
ADDRESS

Autair Helicopter Services Limited

PLACE OTTAWA CANADA

SOURCE 14

PLEASE QUOTE CHEQUE NO. WHEN REFERRING TO THIS REMITTANCE.

PARTICULARS	AMOUNT	CHEQUE NO.
<p>Autair Helicopter Services Limited, Tirmins Aviation Building, Montreal Airport, P.Q.</p> <p>In settlement of a claim for damages arising out of an accident on 21 Apr 61 when the blades of a helicopter owned by Autair Helicopter Services Limited were damaged by a DRB tractor equipped with a "whip" antenna at Isachsen, Northwest Territories.</p> <p><u>AUTHORITY:</u> P.C. 1961-12/1775 dated 14 Dec 61 <u>CODED BY:</u> DRB/DCS</p>	\$10,053.76	97815

Cheque to be sent to Autair Helicopter Services Ltd. with letter at flyleaf.

F.E. NO.	DIV.	ESTAB.	VOTE	PRIM.	ALLOT.	OBJECT	AMOUNT
100516			700	22	30	774	\$10,053.76

CERTIFIED:

- (a) That this application is made under the requisite authority.
- (b) That each item of the above amounts has been incurred under requisite authority and that the expenditure was necessary for the Public Service.
- (c) That the articles and services charged for have been received and performed and that the prices charged are fair and just.

VERIFIED FOR TREASURY

APPROVED

DATE

AUTHORIZED SIGNING OFFICER(S)

Treasury Officer

000154

DEPARTMENT OF NATIONAL DEFENCE

MINUTE SHEET

Referred to

REMARKS

To be signed in full showing Appointment, Telephone Number & Date

DRB/DGS

and

CTO

May letters to
Mr. Moore be
dated, please

Mr. D.W. Connor, President of
the Cleamint company, will be in
Ottawa in the A.M., Thursday
21 Dec 61, and is hopeful of
picking up the cheque in this
matter.

Please contact the U/S
to advise of the availability
of the cheque.

E. Kountree ^{file}

20 Dec 61

JAG/C₃
(24923)

TO: ~~DNPA~~
~~Army Budget~~
~~AUG/SAG~~

DRB/DGS

Please code and pass to CTO directly for cheque
issue and despatch.



JAG Claims

000156

DRB 105-32/0
(JAG/C)

Ottawa, Ontario,
December , 1961.

WITHOUT PREJUDICE

Mr. D.W. Connor, President,
Autair Helicopter Services Ltd.,
Timmins Aviation Building,
Montreal Airport, P.Q.

Dear Sir:

Re: Blade Damage - S-55 CF-MTV Helicopter

Authority has been granted to pay your claim in full in respect of the above matter therefore I am pleased to enclose this Department's cheque for the amount of \$10,053.76.

I am also enclosing a release form in duplicate and would be obliged if you would execute and return both copies to enable this Department to complete its file.

Yours sincerely,

Original Signed by
W. D. HUMPHREY

Chairman,
Defence Research Board.

Encls.

E. Rogers/MS/24923

FILE DBB 105-32/0 (JAG/C)

R E L E A S E

KNOW ALL MEN by these presents that **Autair Helicopter**

Services Ltd.,

a Body Corporate, with offices at the City
of **Montreal**, in the Province
of **Quebec**, herein acting and
represented by its duly authorized officers,

for itself, its successors and assigns (hereinafter called "the Releasor"); hereby remises, releases and forever discharges the GOVERNMENT OF THE UNITED STATES OF AMERICA, and HER MAJESTY THE QUEEN IN RIGHT OF CANADA, their officers, servants and members of their Armed Forces, and in particular [REDACTED] their heirs, executors, administrators, successors and assigns (hereinafter called "the Releasees"), of and from all manner of actions, causes of action, claims or demands, of whatsoever kind or nature, which the releasor now has, or can, shall, or may hereafter have, for or by reason of, or in any way connected with damage to blades of a helicopter owned by Autair Helicopter Services Ltd. when a Defence Research Board tractor equipped with a "whip" antenna approached too close to the helicopter, said accident having occurred April 21, 1961, at Isachsen, Northwest Territories.

s.19(1)

It is understood and agreed that this Release shall only be effective when Her Majesty shall have paid to me, the Releasor, the sum of **\$10,053.76**.

It is also understood and agreed that Her Majesty does not admit any liability to the Releasor by the acceptance of this Release or the payment of the said sum of **\$10,053.76** and that such liability is denied.

IN WITNESS WHEREOF I, the Releasor, have hereunto set my hand and seal this _____ day of _____ A. D. 19**61**.

SIGNED, SEALED AND DELIVERED)
in the presence of:)

AUTAIR HELICOPTER SERVICES LTD.

(Witness)

DEPARTMENT OF NATIONAL DEFENCE

MINUTE SHEET

Referred to

REMARKS

To be signed in full showing Appointment, Telephone Number & Date

File Note . 20 Dec 61 .

TPB authorizes payment
on an ex gratia basis.

This is incurred - payment
is made pursuant to
NDCO but because amount
exceeds \$500.00 a submission
was necessary.

[Signature]
TACR

DEPARTMENT OF NATIONAL DEFENCE

MINUTE SHEET

Referred to

REMARKS

To be signed in full showing Appointment, Telephone Number & Date

File Note 20/12/61.

Re error in TB
authority. Mr Miller
of Aud-Gen office is
satisfied that claim is
being paid pursuant
to claim's order - that
error is a technicality.
Proceed with payment.

[Signature]
SAC 000160

P.C. 1961-12/1775



*Certified to be a true copy of a Minute of a Meeting of the
Treasury Board, approved by His Excellency the Governor
General in Council, on the 14th December, 1961.*

T.B. 589244

NATIONAL DEFENCE

①

The Board recommends that authority be granted to pay, on an ex gratia basis, the amount of \$10,053.76 to Autair Helicopter Services Limited, in full and final settlement of its claim for damages arising out of the accident on April 21, 1961, when the blades of a helicopter owned by the Company were damaged beyond repair by a Crown-owned tractor equipped with a "whip" antenna, at Isachsen, Northwest Territories, chargeable to the Defence Services appropriations, Main Estimates, 1961-62.

R. B. Bryce

Clerk of the Privy Council,

FLT/MA

②
VAB/c
After P/L. Lounsbury
To note, and for
your further action
S. J. S.
DOB/50
19/12/61

DEPARTMENT OF NATIONAL DEFENCE

MINUTE SHEET

Referred to

REMARKS

To be signed in full showing Appointment, Telephone Number & Date

DRB/D68

Min Kidd

As requested herewith is
the file in order that
you can effect payment.
The file is complete in
that Justice's opinion is

s.23

[REDACTED]

[REDACTED] is hereunder there-

fore you may close file
w/you with. I have been
18 Dec 61. TAC/ (000162
(24923)

Date

18/12/61

TO CENTRAL REGISTRY:

Please cancel B.F. of

File

DRB 105-32/10

Dated

20/12/61

For

TPC/C3

(BRANCH)

E. Brown

(SIGNATURE)

To be pinned to face of file folder and placed on the file by Central Registry after action taken.

ORIGINATOR

DIRECTORATE DM/JAG

FILE No. ORB 105-32/0

OFFICER F/L E. Rowntree

DOCKET No. 1318

ROOM No. _____

PHONE No. 6-7058

SUBMISSION DOCKET

ROUTING				PA AND BF ENTRIES				REGISTRY ONLY	
REFERRED	REMARKS	Date of Pass	Initials	Date of P.A.	Initials	Date of BF	Cancel BF	Date Received	Inspected by
JAG/C	Request	14/11/61	CR						
DRB/DG	(with main file) per signature pls.	14/11/61	SL						
Compt/DG	signature pls.	22/11/61	SL						
A/CORB		23/11/61	Mc						
For a.d.		23/11/61	Mc						
DM	Passed	27/11/61	ML						
DRB/DG	Reiss (add)	27/11	Gen						
JAG/DG		28/11/61	Mc						

000164

DRB 105-32/0
(JAG/C3)

DEFENCE RESEARCH BOARD

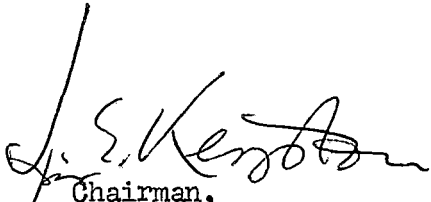


MEMORANDUM TO: THE ASSOCIATE MINISTER

November 23 , 1961.

Claim by Autair Helicopter Services Ltd.
Damage to Main Rotor Blades - April 21, 1961

1. This submission seeks authority to pay Autair Helicopter Services Ltd. the amount of \$10,053.76 in full and final settlement of its claim for damages against the Crown. The said damages were caused by a Defence Research Board tractor approaching too close to an Autair Helicopter thereby causing damage to its rotor blades.
2. The Department of Justice is of the opinion that the Crown is legally liable to pay the fair and reasonable damages suffered by the claimant.
3. JAG recommends.
4. I recommend.


Chairman,
Defence Research Board.

Encl.

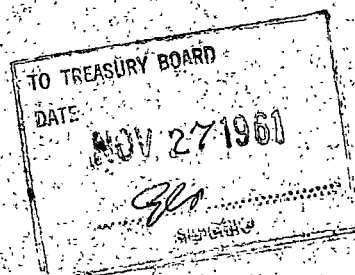
NOV 24 1961

TO:

HIS EXCELLENCY

THE GOVERNOR IN COUNCIL

1. The undersigned has the honour to report that:
 - (a) On April 21, 1961, a helicopter owned by Autair Helicopter Services Ltd. and operating under contract to the Crown landed on sea ice near Isachsen, North West Territories, in order to deliver gasoline and rations to a Defence Research Board field party. In unloading the helicopter a Defence Research Board tractor equipped with a "whip" antenna approached too close to the helicopter with the result that its slowly rotating blades struck the antenna. The damage to the blades was found to exceed limits permitted by the Department of Transport Certificate of Airworthiness thereby necessitating their replacement. This finding was made by Autair's engineer and confirmed by Canadian Pratt & Whitney Aircraft Company Limited, the manufacturers of the helicopter. It was also indicated by the latter company that there was no salvage value to the damaged blades.
 - (b) Autair has made a claim against the Crown in the amount of \$10,053.76 being the cost of new blades plus necessary costs of transporting the new blades to the repair site.
 - (c) This matter was referred to the Deputy Minister of Justice for his opinion as to legal liability and on September 15, 1961, he advised that the Crown is required to pay for the cost of new blades if the damaged blades could not be repaired satisfactorily.
 - (d) Qualified Royal Canadian Air Force personnel have advised that the claim as submitted by Autair Helicopter Services Ltd. is fair and reasonable.
2. The undersigned therefore recommends that Your Excellency in Council be pleased to grant authority to pay Autair Helicopter Services Ltd. the amount of \$10,053.76 in full and final settlement of its claim.



...../2

--2--

3. Provision for this expenditure has been made in the Defence Service Appropriations for 1961-62.

Respectfully submitted,

ORIGINAL SIGNED BY
PIERRE SEVIGNY

ASSOCIATE MINISTER OF NATIONAL DEFENCE

E. Rosentre/15/67058

Certification of Submission

"This submission, which was prepared by the JAG carries out the desire and intention of the Office of the Deputy Minister and such facts as are therein recited are correct, complete in substance, relevant and material".

TR Helms
.....
(Branch Head)

Approved as to form, *CONTENT*
and legality.
TR Helms
Judge Advocate General.

CROM:ash



DEPARTMENT OF JUSTICE

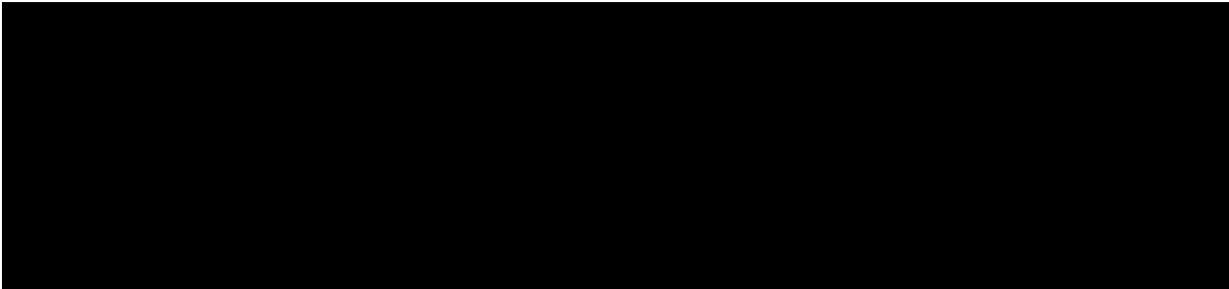
BY HAND

Ottawa 4, November 29, 1961.

s.23

Re: 

Dear Sir:



Yours truly,



C. R. O. Munro,
Director,
Civil Litigation Section.

The Chairman,
Defence Research Board,
Department of National Defence,
OTTAWA, Ontario.

FILE COPY

DRB 105-32/0
(JAG/C3)

DEFENCE RESEARCH BOARD

MEMORANDUM TO: THE ASSOCIATE MINISTER

November 23, 1961.

Claim by Autair Helicopter Services Ltd.
Damage to Main Rotor Blades - April 21, 1961

1. This submission seeks authority to pay Autair Helicopter Services Ltd. the amount of \$10,053.76 in full and final settlement of its claim for damages against the Crown. The said damages were caused by a Defence Research Board tractor approaching too close to an Autair Helicopter thereby causing damage to its rotor blades.
2. The Department of Justice is of the opinion that the Crown is legally liable to pay the fair and reasonable damages suffered by the claimant.
3. JAG recommends.
4. I recommend.

Original Signed by
J. E. KEYSTON

Chairman,
Defence Research Board.

Encl.

E. Rowntree/RS/67053

TO:

HIS EXCELLENCY

THE GOVERNOR IN COUNCIL

1. The undersigned has the honour to report that:
 - (a) On April 21, 1961, a helicopter owned by Autair Helicopter Services Ltd. and operating under contract to the Crown landed on sea ice near Isachsen, North West Territories, in order to deliver gasoline and rations to a Defence Research Board field party. In unloading the helicopter a Defence Research Board tractor equipped with a "whip" antenna approached too close to the helicopter with the result that its slowly rotating blades struck the antenna. The damage to the blades was found to exceed limits permitted by the Department of Transport Certificate of Airworthiness thereby necessitating their replacement. This finding was made by Autair's engineer and confirmed by Canadian Pratt & Whitney Aircraft Company Limited, the manufacturers of the helicopter. It was also indicated by the latter company that there was no salvage value to the damaged blades.
 - (b) Autair has made a claim against the Crown in the amount of \$10,053.76 being the cost of new blades plus necessary costs of transporting the new blades to the repair site.
 - (c) This matter was referred to the Deputy Minister of Justice for his opinion as to legal liability and on September 15, 1961, he advised that the Crown is required to pay for the cost of new blades if the damaged blades could not be repaired satisfactorily.
 - (d) Qualified Royal Canadian Air Force personnel have advised that the claim as submitted by Autair Helicopter Services Ltd. is fair and reasonable.
2. The undersigned therefore recommends that Your Excellency in Council be pleased to grant authority to pay Autair Helicopter Services Ltd. the amount of \$10,053.76 in full and final settlement of its claim.

...../2

--2--

3. Provision for this expenditure has been made in the Defence Service Appropriations for 1961-62.

Respectfully submitted,

ASSOCIATE MINISTER OF NATIONAL DEFENCE

E. Rowntree/AS/67058

Certification of Submission

"This submission, which was prepared by the JAG carries out the desire and intention of the Office of the Deputy Minister and such facts as are therein recited are correct, complete in substance, relevant and material".

T.R. Bilsnik

.....
(Branch Head)

Approved as to form, content
and legality.

T.R. Bilsnik
Judge Advocate General.

DEPARTMENT OF NATIONAL DEFENCE

MINUTE SHEET

Referred to

REMARKS

To be signed in full showing Appointment, Telephone Number & Date

JAG/C3

This is to certify that the account submitted by Autair Helicopters covering Main Rotor Blades (S55 Helicopter) is considered fair and reasonable.


(MB MacMillan) S/L

MP2-3
2-5736

8 Nov 61

DEPARTMENT OF NATIONAL DEFENCE

MINUTE SHEET

REMARKS

Referred to

To be signed in full showing Appointment, Telephone Number & Date

DMP/MPV

W/C Grayson

Reference telecon this
date between your W/C Grayson
and W/C Giles of this office.

Would you please certify
the Antair account hereunder
as being fair and reasonable.

37 Nov 61

E. Rowntree FIC

JAG KC3

(67058)

AUTAIR

HELICOPTER SERVICES LTD.

Timmins Aviation Building, Montreal Airport, P.Q., MEIrose 1-4311 • cables: GLOBAIR

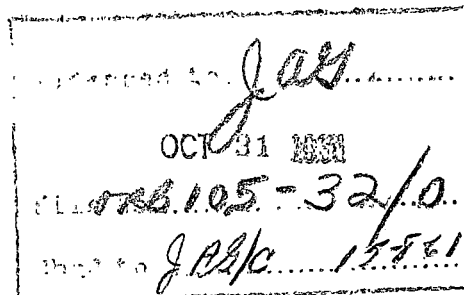


October 26, 1961.

Office of the Judge Advocate General,
Canadian Legion Building,
Kent and Gilmour Streets,
Ottawa, Ontario.

Attention Flight Lieutenant Rowntree

Dear Sir:



Your File Reference DRB-105-32/0

Following our telephone conversation of the 25th, you will find attached the requested letter from Canadian Pratt & Whitney confirming that the S-55 Main Rotor Blades are considered as scrap when the damage to the spar is in excess of the repairable limits laid down in Section X of the current S-55 Helicopter Maintenance and Overhaul Manual.

The construction of this type of blade is an extruded metal spar with pockets, weighing 420 lbs. for the set. Since the market price of this type of scrap metal is approximately \$17.00 per ton, 420 lbs. would bring something like \$3.50. Due to the size of the blades, it would be necessary to cut them up with a torch before offering them as scrap. Therefore, you can plainly see that they can be considered as having no scrap value.

We hope this satisfactorily answers your question and that our invoice can be passed for early payment.

Yours very truly,

D. W. Connor
President

DWC/VM

Secty - Mrs Miller

CANADIAN PRATT & WHITNEY AIRCRAFT COMPANY
LIMITED

JACQUES CARTIER, QUEBEC
CANADA

CABLE ADDRESS
"PRATWHIT"

P.O. BOX 10,
LONGUEUIL, QUEBEC, CANADA

RECEIVED

October 25, 1961.

OCT 27 1961

AUTAIR
HELICOPTER SERVICES

Autair Helicopters Limited, LTD.
Room 128,
Timmins Aviation Building,
Montreal International Airport,
Dorval, Quebec.

Attention: Mr. Peter Hort.

Dear Sir:

This will confirm that if Main Rotor Blades Part Number S14-10-2100 sustain damage to the spar in excess of the repairable limits laid down in Section X of the current S.55 Helicopter Maintenance and Overhaul Manual, they can be classified as scrap.

Yours truly,

CANADIAN PRATT & WHITNEY AIRCRAFT COMPANY, LIMITED.



J.F. Graham,
Supervisor,
Helicopter Field Service,
Service Department.

JFG:sw

DEPARTMENT OF NATIONAL DEFENCE

MINUTE SHEET

Referred to

REMARKS

To be signed in full showing Appointment, Telephone Number & Date

File note

Talked to Connor,
Antair. He will obtain
statement from
Per W (Canada) re the
no-salvage value of
damaged blades.

S Kountree

25 Oct 61.

(2)

2 Nov 61

(a) 10% handling charge covers labour
and administration.

(b) Claimants' a/c was down 6 days in
which 40 hrs @ 205^{xx}/hr could have been
earned possibly however no loss of pay
has been made.

file DR B 7-8-61

AUTAIR

HELICOPTER SERVICES LTD.

Timmins Aviation Building, Montreal Airport, P.Q., MEIrose 1-4311 • cables: GLOBAIR



October 13, 1961.

Office of the Judge Advocate General,
Canadian Legion Building,
Kent and Gilmour Streets,
Ottawa, Ontario.

Attention Flight Lieutenant E. Rowntree

Dear Sir:

Further to our telephone calls, you will find attached our invoice covering the accident to our helicopter CF-MYV by snowmobile. We understand the responsibility has been established by the Justice Department and that the attached invoice will be sent to Treasury for approval and payment.

May we offer our thanks for the great assistance you have rendered us in bringing this matter to a conclusion and allowing us to be reimbursed for the money we had to lay out in cash over six months ago.

Yours very truly,

D. W. Connor
President

Encl.

DWC/VM

INVOICE

Nº 2021

AUTAIR HELICOPTER SERVICES LTD.

Tel.: ME. 1-4311

SUITE 128, TIMMINS AVIATION BLDG.
MONTREAL AIRPORT, P.Q.

TO Defence Research Board,
Ottawa, Ontario.

October 13, 19 61.

YOUR ORDER NO.

TERMS:

Helicopter CF-MYV - Apr. 21, 1961.
- Damage to Main Rotor Blades -

April 23

To charge -

Main Rotor Blades damaged by Snowmobile
operated by Pacific Naval Laboratories.
(Canadian Pratt & Whitney invoice No.
573968 attached.)

\$ 8,610 38 ✓

April 22

Transportation charges on blades from
Sikorsky plant in Connecticut to Montreal.
(Cardinal Transport invoice attached)

375 00 ✓

July 20

Return of damaged blades -
Transair hangar to C.P.R. Station, Churchill.
(Anderson's Moving & Storage Ltd. invoice
No. 1253 attached.)

12 00 ✓

July 25

Transportation from Churchill to St. Eugene, Ont.
(Canadian Pacific Railway Company invoice
attached.)

142 40 ✓

\$ 9,139 78

Handling Charges 10%

913 98

\$ 10,053 76

=====

000178

INV. REC'D. AREA
3 4

INVOICE

RECEIVED

Canadian Pratt & Whitney Aircraft Company,

LIMITED

P.O. BOX 10, LONGUEUIL, QUEBEC, CANADA

MAY 5 1961

SOLD TO AUTAIR HELICOPTER SERVICES LTD.
SUITE 128 TIMMINS AVIATION BLDG.,
MONTREAL AIRPORT,
DORVAL, QUE.

AUTAIR
HELICOPTER SERVICES
LTD.
BUYER

SHIP TO AUTAIR HELICOPTER SERVICES LTD.,
SUITE 128 TIMMINS AVIATION BLDG.,
MONTREAL AIRPORT,
DORVAL, QUE.

SALES ORDER NO.

48866

SALES ORDER DATE

APR. 24/61

CODE

R62101/121

WORK ORDER

SUPPLEMENT

DATE

TERMS PAYMENT

ALREADY REC'D

FED. SALES TAX LIC.

PROV. SALES TAX LIC.

VIA SHIPPED DIRECT

F.O.B. LONGUEUIL
SELLER'S PLANT

BUYER'S

CONSIGNEE'S NUMBER

ORDER DATE

ORDER NUMBER

APR. 22/61

2393

2393

ITEM NO.	QTY.	MODEL OR PART NUMBER	DESCRIPTION	UNIT PRICE
1.	3	S14. 10-2100	MAIN ROTOR BLADE	4,225.00
			LESS DISCOUNT	40%
			PLUS 11% FEDERAL SALES TAX	
			PLUS 2% PROVINCIAL SALES TAX	

Invoice No. 98-466
App'vd. for Pmt. *[Signature]*
Date Paid 24/4
Cheque No.
Distribution:
- 111 8610 38

MTS 305

Invoiced

34711

CUSTOMER'S COPY

Material Inspection & Receiving Report
Form D D 250 Modified

RELEASE NOTE OR R.M.S. NUMBER

RELEASE NOTE NO: 573968

INVOICE NUMBER

573968

INVOICE DATE

MAY 3 1961

PARTIAL SHIPMENT

FINAL SHIPMENT

FINAL

DATE SHIPPED

APR 23 1961

SHIPPED VIA

SHIPPED DIRECT

B/L NUMBER

4-10960

BOX NUMBER	QUANTITY THIS SHIPMENT	BALANCE TO BE SHIPPED	TOTAL PRICE
H-4889	3	0	12675.00
			5070.00
			7605.00
			836.55
			168.83
			\$8610.38

SERIAL NOS:

55MH-16332

55MH-16318

55MH-16567

000179

IN ACCOUNT WITH
CARDINAL TRANSPORT LTD.

DELIVERY BETWEEN
MONTREAL AND STE ANNE ALSO BLVD. GOUIN WEST, CARTIERVILLE AND ST. LAURENT
ALSO MOVING HOUSE FURNISHINGS
LOCAL AND LONG DISTANCE

275 LAKESHORE ROAD

Pointe Claire, Que. APRIL 29 1961

To M. AUTAIR HELICOPTER SERVICES LTD.

DORVAL AIRPORT

DORVAL QUE.

APRIL 22-

61

1890

\$375.00

Invoice No.	289461
Invoice Date	5-6-61
Invoice No.	6857
Net Total	111 375 00

M.T.S.

Imprinted

Date

Freight charges of shipping blades
x. Stafford, Conn - Montreal
charge in home

000180

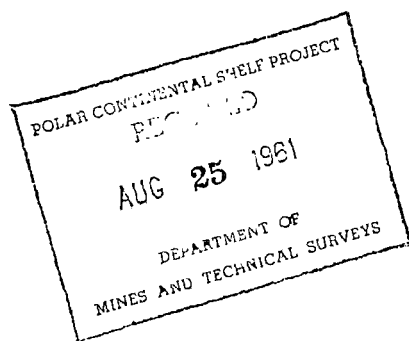
**CRATING, PACKING, CARTAGE & STORAGE
GENERAL CONTRACTS**

DATE 11/10/00 1900

NAME _____

ADDRESS _____

[illegible]



A charge will be made when cars are delayed beyond the time allowed by this Company for loading and unloading. All claims for overcharge must be sent to the Auditor Freight and Station Accounts, Montreal, accompanied by freight bill. Claims for loss and damage should be sent to Freight Claim Agent, District to which freight is consigned. Offices of Freight Claim Agents are located at Montreal, Toronto, Winnipeg, Calgary and Vancouver. This freight will be delivered only on presentation of this bill. See bill of lading for conditions of Carriage.



STATION - GARE

DATE

CUSTOMS REPORT NO.
NO DU RAPPORT DE L'ADUANEDocument disclosed under the Access to Information Act
Document divulgué en vertu de la Loi sur l'accès à l'information

PRO. NO.

1

July 25/61

RECEIVED 7905

To **CANADIAN PACIFIC RAILWAY COMPANY** Dr.
AuFor transporting the undermentioned freight:
Pour le transport de l'envoi ci-dessous désigné:

JUL 2 1961

WAYBILLED FROM—FEUILLE DE ROUTE DE

DATE OF W.B.
DATE D'EXPÉDITIONSERIES AND NO. OF W.B.
SÉRIE ET NO. DE LA FEUILLE DE ROUTEINITIAL AND NO. OF CAR
INITIALES ET NO. DE WAGONCONSIGNOR
EXPÉDITEUR

Churchillman July 1/61

303489

CP 2594964

Anderson
Smoking 219ECONNECTING LINE REFERENCE
LIGNES CORRESPONDANTESORIGINAL POINT OF SHIPMENT
POINT D'ORIGINE DE L'EXPÉDITIONORIGINAL W.B. NO. AND DATE
NO ET DATE DE LA FEUILLE DE ROUTE
ORIGINALEORIGINAL CAR
WAGON ORIGINAL

ARTICLES AND MARKS

ARTICLES ET MARQUES

WEIGHT

POIDS

RATE

TAUX

CHARGES

FRAIS

3 Aluminium Cases Helicopter
Blades1170
To Ottawa
Beyond Ottawa1078
122128.13
14.27

Une indemnité sera exigée lorsque des wagons seront gardés au delà du temps alloué par la Compagnie pour fins de chargement ou de déchargement.
Les marchandises sont transportées suivant les conditions et règlements publiés par la Compagnie. Toute réclamation pour surcharge doit être présentée au vérificateur des revenus de fret et de stations à Montréal, accompagnée de la facture de fret. Les réclamations pour pertes et dommages doivent être envoyées à l'agent des réclamations de fret du District où les marchandises sont consignées. Il y a des agents de réclamations de fret à Montréal, Toronto, Winnipeg, Calgary et Vancouver.
Les marchandises ne seront livrées que sur présentation de cette facture. Voyez le connaissance pour les conditions du transport.

RECEIVED PAYMENT
REÇU PAIEMENT

142.40

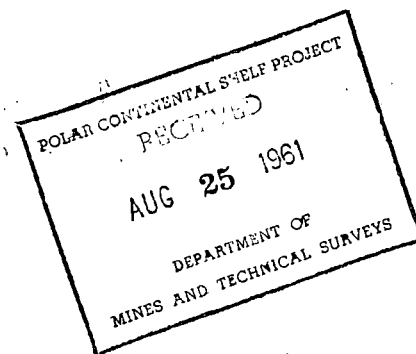
Date _____ 19 _____

Make cheques payable to Order of Canadian Pacific Railway. Mail to Local Freight Agent.
Les chèques doivent être faits payables à l'ordre du Canadian Pacific Railway Co. et adressés à l'agent de fret local.

THANK YOU - We appreciate your patronage.

MERCI - Nous apprécions votre clientèle.

000183



CANADIAN PRATT & WHITNEY AIRCRAFT COMPANY
LIMITED

JACQUES CARTIER, QUE.,
CANADA

CABLE ADDRESS
"PRATWHIT"

P. O. BOX 10,
LONGUEUIL, QUE., CANADA

October 10, 1961

Autair Helicopter Services Limited
Connor Airport,
St. Eugene,
Ontario.

Attention: Mr. E. Johns.

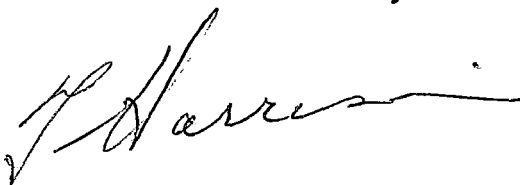
Subject: Main Rotor Blades
- S-55.

Dear Sir:

Examination of your S-55 main rotor blades, serial numbers 55-M-4170 and 55-M-5815 indicate that the gouges in the spar, evidently caused by impact with some hard object, are beyond repairable tolerances in accordance with the manufacturers table of repair limits for this type of rotor blade.

Yours truly,

CANADIAN PRATT & WHITNEY AIRCRAFT COMPANY, LIMITED.



T. Harrison,
Technical Services,
Service Department.

TH:jm

INVOICE

AUTAIR HELICOPTER SERVICES LTD.

Tel.: ME. 1-4311

SUITE 128, TIMMINS AVIATION BLDG.
MONTREAL AIRPORT, P.Q.

No. 2021

TO Defence Research Board,
Ottawa, Ontario.

October 13, 1961

YOUR ORDER NO.

TERMS:

Helicopter CF-MYV - Apr. 21, 1961.
-- Damage to Main Rotor Blades --

April 23

To charge -

Main Rotor Blades damaged by Snowmobile
operated by Pacific Naval Laboratories.
(Canadian Pratt & Whitney invoice No.
573968 attached.)

\$ 8,610 38

April 22

Transportation charges on blades from
Sikorsky plant in Connecticut to Montreal.
(Cardinal Transport invoice attached)

375 00

July 20

Return of damaged blades -
Transair hanger to C.P.R. Station, Churchill.
(Anderson's Moving & Storage Ltd. invoice
No. 1253 attached.)

12 00

July 25

Transportation from Churchill to St. Eugene, Ont.
(Canadian Pacific Railway Company invoice
attached.)

142 40

\$ 9,139 78

Handling Charges 10%

913 98

\$ 10,053 76

=====

INVOICE

AUTAIR HELICOPTER SERVICES LTD.

Tel.: ME. 1-4311

SUITE 128, TIMMINS AVIATION BLDG.
MONTREAL AIRPORT, P.Q.

No. 2 0 2 1

To Defence Research Board,
Ottawa, Ontario.

October 13, 19 61

YOUR ORDER NO.

TERMS:

Helicopter CF-MIV - Apr. 21, 1961.
-- Damage to Main Rotor Blades --

April 23

To charge -

Main Rotor Blades damaged by Snowmobile
operated by Pacific Naval Laboratories.
(Canadian Pratt & Whitney invoice No.
573968 attached.)

8,610 38

April 22

Transportation charges on blades from
Sikorsky plant in Connecticut to Montreal.
(Cardinal Transport invoice attached)

375 00

July 20

Return of damaged blades -
Transair hanger to C.P.R. Station, Churchill.
(Anderson's Moving & Storage Ltd. invoice
No. 1253 attached.)

12 00

July 25

Transportation from Churchill to St. Eugene, Ont.
(Canadian Pacific Railway Company invoice
attached.)

142 40

9,139 78

Handling Charges 10%

913 98

10,053 76

=====

INVOICE

AUTAIR HELICOPTER SERVICES LTD.

Tel.: ME. 1-4311

SUITE 128, TIMMINS AVIATION BLDG.
MONTREAL AIRPORT, P.Q.

No. 2021

TO Defence Research Board,
Ottawa, Ontario.

October 13, 1961

YOUR ORDER NO.

TERMS:

		Helicopter CF-41V - Apr. 21, 1961. -- Damage to Main Rotor Blades --				
April 23	To charge -					
	Main Rotor Blades damaged by Snowmobile operated by Pacific Naval Laboratories. (Canadian Pratt & Whitney invoice No. 573968 attached.)			\$ 8,610	98	
April 22	Transportation charges on blades from Sikorsky plant in Connecticut to Montreal. (Cardinal Transport invoice attached)			375	00	
July 20	Return of damaged blades - Transair hangar to C.P.R. Station, Churchill. (Anderson's Moving & Storage Ltd. invoice No. 1253 attached.)			12	00	
July 25	Transportation from Churchill to St. Eugene, Ont. (Canadian Pacific Railway Company invoice attached.)			142	40	
				9,139	78	
	Handling Charges 10%			913	98	
						10,053 76
						=====

File note

Telecon with Mr P'Connor,
Cuttair, who will send necessary
documentation indicating that
the damaged blade was
not salvageable.

ER

25 Sept 1

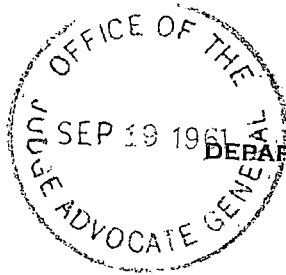
DEPARTMENT OF NATIONAL DEFENCE

MINUTE SHEET

Referred to	REMARKS To be signed in full showing Appointment, Telephone Number & Date



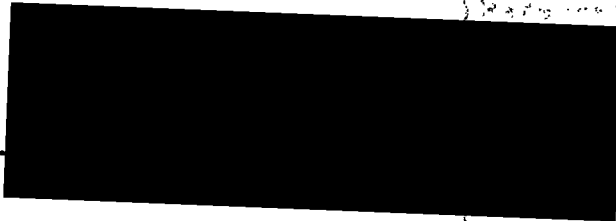
CROM/AM



DEPARTMENT OF JUSTICE

September 15, 1961.

Re:



SEP 19 1961

TRB 105-32/0

JAG/C 15-8

Dear Sir:

s.23



Yours truly,

C.R.O. Munro,
Director,
Civil Litigation Section.

Encls.

The Chairman,
Defence Research Board,
Department of National Defence,
Ottawa, Ontario.

FILE REFERENCE DRB 105-32/0 (JAG/C)

CLAIMS MATERIAL IN TRANSIT

BETWEEN

THE DEPARTMENT OF JUSTICE

AND

THE DEPARTMENT OF NATIONAL DEFENCE

DEPARTMENT OF NATIONAL DEFENCE
OFFICE OF THE JUDGE ADVOCATE GENERAL

M E M O R A N D U M

Date Jul 61

TO: CR

RE: Damage to Blade of Helicopter owned by Autair Helicopter Services Ltd.

The following correspondence has been forwarded to the Department of Justice under cover of letter dated Jul 61:

Report from Mines and Technical Surveys with two enclosed statements

Report on Blade Camage - S.55 CF-MYV from Peter L. Hort d 24 Apr 61

Invoice No. 1822 of Autair Helicopter Services Ltd. d 30 Apr 61

Transcription of a Magnetic Recording Tape d 25 Apr 61

Contract No. 61-14B d 10 Apr 61

for Judge Advocate General

T.R. Giles/MS/67058



CANADA

DEPARTMENT

OF

MINES AND TECHNICAL SURVEYS

POLAR CONTINENTAL SHELF PROJECT
ADDRESS REPLY TO

POLAR CONTINENTAL SHELF PROJECT

MAY 23 1961

MINES AND TECHNICAL SURVEYS

QUOTE FILE:

Isachsen, N.W.T.

Subject: The accident to the rotor blades of Helicopter CF-MYV, 21 April, 1961.

The following are enclosed:

- i) A signed statement by Mr. A. R. Milne, leader of Project Ice Pack, at whose camp the accident occurred. The driver of the tractor that caused the damage was one of Mr. Milne's party. The statement is witnessed by Mr. T. Hughes, second in command of the party. A typed copy of the statement is also appended.
- ii) A "Stenorette" magnetic recording tape, containing an interview conducted by the undersigned with [REDACTED], driver of the tractor, and Mr. R. Herlinveaux, who was witness to the incident. This interview was conducted at the Ice Pack Mobile camp several days after the incident.

s.19(1)

Comment:

The two statements enclosed are self-explanatory. A possible contradiction is apparent, inasmuch as Mr. Milne states that the pilot inspected the machine before returning to Isachsen, whereas [REDACTED] states that the pilot took off immediately, without stopping the rotor blades. No one seems quite clear on this point, but it could be that the pilot (Mr. Peter Hort) stopped at Mr. Milne's camp, after having taken off immediately from the place on the sea ice where the accident occurred, and there inspected the rotor blades before returning to Isachsen.

Mr. Hort is forwarding his own pilot's report of the accident through his company.

Upon its return to Isachsen, the helicopter was inspected by the engineer, Mr. J. Pearson. The undersigned was away from Isachsen at the time in another helicopter, but immediately upon his return was informed of the incident by Mr. Hort, who had already guessed that the damage was above allowable limits for blemished to the rotor blades. About eight hours later Mr. Pearson finished his measurements, and found that a number of the small scratches were deeper and longer than allowed by the Certificate of Airworthiness specifications for that particular part of the rotor blade. Mr. Pearson therefore had no alternative but to ground the aircraft until a complete set of new rotor blades could be installed.

E. F. Roots

Co-ordinator.

000194

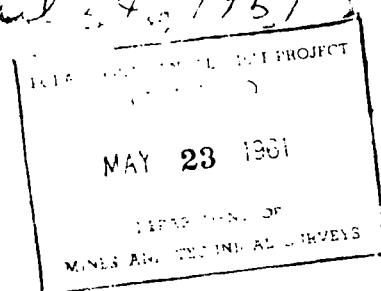
He discovered a small perforation at the tip of the shroud at the extreme end of one of the rotor blades. In addition there was evidence of a few minor scratches on the other rotor blades as would occur when a $\frac{1}{8}$ " diameter steel whip contacted the rotor blade surfaces. The damage appeared slight except for the perforation previously mentioned. The pilot considered the craft airworthy and returned to Polar Base, Isachsen.

Signed Albert Mjelne -

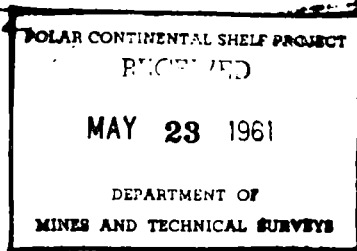
Witness T. H. L. -

Date April 24, 1961

Page 2 of 2



Page 1 of



Off Noice Peninsula,
Ellef Ringnes Island.
April 24/61

To Whom it may concern:

Subject: Accident to S55, code 11VV,
helicopter.

On Friday, April 21, 1961 the helicopter arrived at Lee Back Base Camp to be used to transport gasoline and rations to the field party located 10 miles away on a course of 340° T. Two trips were made and on the second trip one of our tractors approached the helicopter for unloading. Our driver, Mr. [REDACTED] had forgotten about his radio whip antenna the tip of which struck the slowly turning rotor of the helicopter.

The helicopter pilot inspected for possible damage prior to leaving for Polar Base, Loachan.

s.19(1)

Ice Pack Base Camp,
Off Noice Peninsula,
Ellef Ringnes Island, N.W.T.
April 24, 1961.

TO WHOM IT MAY CONCERN:

Subject: Accident to S55, code MYV, helicopter.

On Friday, April 21, 1961 the helicopter arrived at Ice Pack Base Camp to be used to transport gasoline and rations to the field party located 10 miles away on a course of 340° T. Two trips were made and on the second trip one of our tractors approached the helicopter for unloading. Our driver, Mr. [REDACTED] had forgotten about his radio whip antenna the tip of which struck the slowly turning rotor of the helicopter. s.19(1)

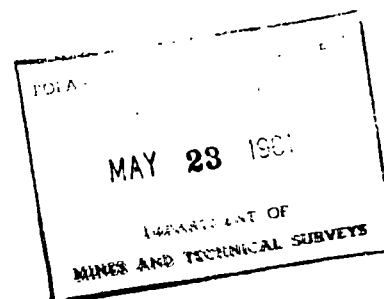
The helicopter pilot inspected for possible damage prior to leaving for Polar Base, Isachsen.

He discovered a small perforation at the tip of the shroud at the extreme end of one of the rotor blades. In addition there was evidence of a few minor scratches on the other rotor blades as would occur when a 1/8" diameter steel whip contacted the rotor blade surface. The damage appeared slight except for the perforation previously mentioned. The pilot considered the craft airworthy and returned to Polar Base, Isachsen.

Signed Allen R. Milne

Witness T. Hughes

Date: April 24, 1961



AUTAIR HELICOPTER SERVICES - ISAISEN N.W.T.

REPORT ON BLADE DAMAGE - S.55 CF-MYV

DATE: 21 April 1961

PILOT: P.L.Hort

TIME: 1140

PAX: W. Honeyman (decca)

LOCATION: 40 miles SW Isachsen

MISSION: Resupply field party.

WEATHER: CAVU Wind N.10

DETAILS:

The ~~xxxxxx~~ aircraft had landed at the satellite camp of the Ice Pack Mobile Party (operated by Pacific Naval Laboratories, Esquimaux B.C.) to discharge two drums of MT gas. Whilst the drums were being unloaded both pilot and passenger (who was in the co-pilot seat) observed a Weasel tractor approaching from ahead with obvious intention of pulling alongside the cabin to load some empty drums. Although the vehicle itself stood only some 4 feet off the ground, it carried a long whip antenna extending an estimated 18-24" above the rotor disc. It was obvious to both pilot and passenger that the antenna would strike the blades and both attempted to wave the driver away but were unable to attract his attention. Pilot then eased the cyclic back as far as he dared, being unable to take off due to (a) unloading in progress, and (b) insufficient RPM.)

The Weasel continued to approach and the antenna was struck by the blades.

The blades were inspected by the pilot and scratches caused by the broken whip were observed on all three blades. The pilot deemed the damage light enough to warrant flying the machine to base for inspection by a qualified engineer. This was done and the blades ruled as unserviceable by J. Pearson.

The aircraft was grounded until new blades could be fitted.

Peter L. Hort

Isachsen, 24 April, 1961

19 1961

INVOICE

No. 1822

AUTAIR HELICOPTER SERVICES LTD.
Tel.: ME. 1-4311
Suite 128, Timmins Aviation Bldg.
Montreal Airport, P.Q.

TO Department of Mines & Technical Surveys,
No. 8 Temporary Building,
Carling Avenue,
Ottawa, Ont.

April 30th, 1961

Mines & Technical Surveys Contract
Your Order No. #16-14C
Polar Continental Shelf Project.

Attention: Mr. D.L. Cameron

Terms: A.H.S. Contract Nos. 305/305A/305B

Helicopter Services CF-MYU, CF-MVR, CF-MYV.

April 29

To charge main rotor blades damaged on
CF-MYV helicopter by antenna of Dept. of
Mines & Technical Surveys Snowmobile.
Can. Pratt & Whitney, invoice No. 573968
attached.

\$8,610.38

April 29

Transportation charges for blades from
Sikorsky plant in Connecticut to Montreal.
Cardinal Transport invoice attached.

375.00

\$8,985.38

5% Handling charges

449.27

\$9,434.65

TRANSCRIPTION OF A MAGNETIC RECORDING TAPE
Relevant to a Report of Accident, Concerning
Helicopter CF-MIV on 21 April 1961

Dr. E. F. Roots: This is a verbal report on the accident to the rotor blade of helicopter MIV taken at the ice pack Mobile Camp on April 28. The accident happened April 21. First speaker is [REDACTED] who was driving the tractor at the time:

s.19(1)

[REDACTED]: At the time of the accident, I took the J5 tractor which is equipped with radio and has a whip antenna projecting some ten feet above the back of the tractor. The whip as I drove close to the helicopter, came in contact with the rotor blades, I then backed the tractor out of the way.

Dr. E. F. Roots: What was the reason for your driving the tractor up to the helicopter at that time?

[REDACTED]: Well, the helicopter was unloading gas leading stores and I drove the tractor, or I was driving the tractor in the pick-up of the supplies. This is the only tractor equipped with an antenna, the other two don't have antennas.

Dr. E. F. Roots: What action did the pilot take, if any, to prevent you driving close? Did he try to warn you off or take any other action?

[REDACTED]: If he did, I didn't see him. I was watching where I was driving and it's quite a few feet above me, I wouldn't have noticed any action he might have taken.))

Dr. E. F. Roots: What action was taken immediately after the accident? Was there an inspection of the blades? Was the seriousness of the damage realized at the time?

[REDACTED]: No, there was no action taken as far as I saw the helicopter went out on a flight immediately thereafter.

Dr. E. F. Roots: Were the blades stopped and examined or did he keep idling and then take off after he was unloaded?

[REDACTED]: He kept idling and took off. He didn't stop the blades.

Dr. E. F. Roots: Thank you, [REDACTED].

... 2

Dr. E. F. Roots: The next speaker is Mr. Herlinveaux who was present at the time of the accident.
Have you anything to add to that statement, Mr. Herlinveaux?

Mr. Herlinveaux: I was standing back from the scene at the time and I saw the tractor going towards the blades and it wasn't until he was the antenna was actually hitting the blade that I actually noticed the antenna was up. We have like [REDACTED] said, we have three tractors and only one has the antenna so we had to go over for supplies, and therefore and when he did hit it the antenna damaged the other prop it seems.

s.19(1)

Dr. E. F. Roots: That is the end of the interview, the interrogator was Dr. E. F. Roots.

April 25, 1961
Rec'd May 23, 1961
/sl

Contract No. 61-14B
(T.B. 576989. 2-3-61)
Copy No. 13.....

This Agreement made this tenth day of April A.D. 1961

Between: Department of Mines and Technical Surveys,
Ottawa, Ontario.

Hereinafter called the Charterer

and

Autair Helicopter Services Ltd. Dorval, P.Q.

Hereinafter called the Carrier

WHEREAS the Carrier is the owner of the following aircraft, to wit:-

<u>Number</u>	<u>Type, Make, Model, etc.</u>
Two (2)	Sikorsky S-55 Helicopters

AND WHEREAS the Charterer is desirous of hiring the use of the said aircraft
for three months.

Now This Agreement Witnesseth:

THAT the Carrier agrees to hire and the Charterer agrees to charter the following
aircraft:

<u>Number</u>	<u>Type, Make, Model, Special Equipment, etc.</u>
Two (2)	Sikorsky S-55 Helicopters, equipped with float landing gear, camera hatch, HF and VHF radio, Gyro compass.

For the Charterer's exclusive use for three months.

THAT the Charterer agrees to pay the Carrier, for the use of the said aircraft, the
rates and charges in effect in the Carrier's tariff on the date of the Agreement.

The Parties hereto mutually agree and covenant that the Carrier's said tariff on file
with the Air Transport Board is hereby incorporated into and forms a part of this Agreement;
and that all terms, conditions, rules, rates and charges therein set out shall apply as if set
forth and written in this Agreement.

It is further agreed, however, that where there is any difference between such tariff
and this Agreement, the provisions of this Agreement shall apply, provided that the Agreement
has been approved by the Air Transport Board.

The Parties hereto mutually agree and covenant that the Appendix hereunto annexed
is hereby incorporated into, and forms a part of this Agreement.

In Witness Whereof, the Parties have caused their corporate seals to be hereunto
affixed, duly attested by the proper officers in that behalf, on the day and year first above
written.

For the Charterer:

In the presence of

.....

DEPUTY MINISTER

For the Carrier:

.....

TITLE

Contract No. 61-14B

APPENDIX to Agreement dated April 10th, 1961 between the
Department of Mines and Technical Surveys and Autair Helicopter Services Ltd., Dorval, P.Q.

1. Aircraft to be made available at Hall Lake, N.W.T. on or about May 15, 1961, the exact date to be designated by the Charterer.
2. Each aircraft to be in a proper airworthy condition and of a performance standard to the model supplied.
3. Each aircraft to have a minimum of 350 hours of flying time before an overhaul is required.
4. All operations of the aircraft during the period of the charter, except those relating to safety of flight, to be under the direction and supervision of the Charterer.
5. Licenced and experienced helicopter pilots and adequate maintenance crew, all acceptable to the Charterer, to be supplied by the Carrier; the Charterer reserving the right to decide on the suitability of the Carrier's personnel assigned and the Carrier to replace such of his personnel, as may be deemed unsuitable, at no extra cost to the Charterer.
6. The Carrier agrees to replace, at no cost to the Charterer, any of the Carrier's personnel who may become incapacitated through sickness, injury or any other cause whatsoever.
7. Board and living accommodation to be supplied to the Carrier's air and maintenance crews, by the Charterer, on the same basis as such are supplied to the Charterer's personnel when such crews are operating away from any of the Carrier's established bases.
8. Suitable gasoline and oil to be supplied by the Charterer.
9. The Carrier to save harmless the Charterer from any and all claims, actions, suits, etc., which may arise from the operation of the aircraft.)
10. All statutory provisions relating to contracts affecting Her Majesty the Queen in right of Canada to apply to this Agreement.

DEPARTMENT OF NATIONAL DEFENCE

MINUTE SHEET

Referred to	REMARKS To be signed in full showing Appointment, Telephone Number & Date
	<p>S/L Casley. <u>53142</u>; <u>Helicopter blades-damaged.</u></p> <ul style="list-style-type: none"> - change complete set. for balance - probably not recoverable. usually scrapped. <p>S/L <u>Zostack</u>. <u>25698</u></p>



DEPARTMENT OF JUSTICE

TC/ek
referred to JAG
JUL 28 1961
DRB 105-32/0
Chg to JAG 24-7-61

Ottawa 4, July 21, 1961

193063
Re: Damage to Blade of Helicopter
owned by Autair Helicopter
Services Limited.
Your ref. DRB 105-32/0 (JAG/C)

Dear Sir:

I acknowledge your letter of July 17, 1961, together with your departmental file, with respect to the above.

This matter is under consideration by Mr. B. D. Collins of this Department (Local 2-5543) and it is expected that this Department will be communicating with you again within a short time.

Yours truly,

J. D. Affleck

J. D. Affleck,
Assistant Deputy Minister

The Chairman,
Defence Research Board,
Department of National Defence,
Ottawa 4, Ontario.

(2) Mr O'Connor - Autair - contacted and informed of situation. 21/8/61.
(1) Telecon Collins - Rowntree 21/8/61 - Justice has only one file on this matter - will try to give opinion in near future. Autair advised. JN
000205

AUTAIR

HELICOPTER SERVICES LTD.

Timmins Aviation Building, Montreal Airport, P.Q., MEIrose 1-4311 • cables: GLOBAIR



The Chairman,
Defence Research Board,
Department of National Defence,
Ottawa, Ontario.

July 20, 1961.

Forwarded to... *DRB*.....
JUL 21 1961
DRB 105-32/0

Re: Blade Damage - S55 CF-MYV Helicopter

Dear Sir:

We acknowledge receipt of your letter of
July 18th, reference DRB 105-32/0.

Since we understand that this claim was
only recently brought to your attention, perhaps you are
not aware that it has already spent considerable time in
the Justice Department. It was for this reason that the
Department of Mines and Technical Surveys advised that
it be sent to the Defence Research Board.

We appreciate that you will communicate
with us further as soon as possible.

Yours very truly,

D. W. Connor
President

DWC/VM

② JAC/c
To note also
this
268/SD
27/7/61

DRB 105-32/0

Ottawa, Ontario,
July 18, 1961.

WITHOUT PREJUDICE

Mr. D. W. Connor,
President,
Autair Helicopter Services Ltd.,
Timmins Aviation Building,
Montreal Airport, P. Q.

Re: Blade Damage - S55 CF-MYV Helicopter

Dear Mr. Connor:

Reference is made to your telephone discussion with Mr. Fordyce on July 6, 1961, concerning a charge for repairs to the main rotary blades of the above noted helicopter allegedly damaged by one of our departmental tractors.

The matter has been referred to the Department of Justice for review. We will communicate with you further as soon as possible.

Yours very truly,


Chairman

ML:ec

Handwritten notes:
1000
To Mr.
18/7/61

000207

DRB 105-32/0

Ottawa, Ontario,
July 18, 1961.

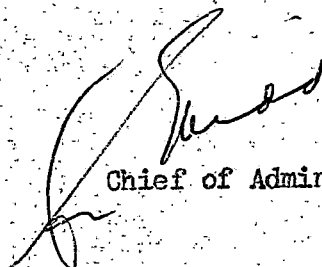
Mr. K. M. Pack,
Director of Administration,
Department of Mines and Technical Surveys,
Ottawa, Ontario.

Dear Sir:

Reference is made to your 1-1-22-1 FD 90 of July 7, 1961, with which you enclosed your file covering the claim submitted by Autair Helicopter Services Limited concerning the accident which occurred on April 21, 1961.

The Judge Advocate General has now reviewed your file and has had appropriate documents copied and passed to the Department of Justice. Your file is therefore returned herewith.

Yours very truly,



Chief of Administration

EK:ec

DRB 105-32/0
(JAG/C)

Ottawa, Ontario,
July 17, 1961.

The Deputy Minister,
Department of Justice,
Ottawa, Ontario.

Dear Sir:

Re: Damage to Blade of Helicopter owned by
Autair Helicopter Services Ltd.

On April 21, 1961, a helicopter owned by the above company and operating under contract with the Department of Mines and Technical Surveys landed on sea ice near Isachsen, N.W.T. A Defence Research Board tractor driven by one of their employees approached the helicopter to unload it and the driver of the tractor apparently forgot about the whip antenna on the tractor and approached too close. The antenna was struck by the helicopter blades which were damaged slightly but sufficiently to require a new set. The cost of replacement was \$9,434.65.

May this Department have your opinion as to the action to be taken in connection with claim.

All relevant material is attached. May this material be returned when it has served your purpose.

Yours sincerely,

Original Signed by
W. D. HUMPHREY

Chairman,
Defence Research Board.

Encls.

T.R. Gilles/IS/67058

000209

DEPARTMENT OF NATIONAL DEFENCE
OFFICE OF THE JUDGE ADVOCATE GENERAL

M E M O R A N D U M

Date 17 Jul 61

TO: CR

RE: Damage to Blade of Helicopter owned by Autair Helicopter Services Ltd.

The following correspondence has been forwarded to the Department of Justice under cover of letter dated 17 Jul 61:

Report from Mines and Technical Surveys with two enclosed statements

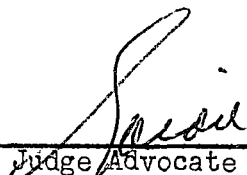
Report on Blade Camage - S.55 CF-MYV from Peter L. Hort d 24 Apr 61

Invoice No. 1822 of Autair Helicopter Services Ltd. d 30 Apr 61

Transcription of a Magnetic Recording Tape d 25 Apr 61

Contract No. 61-14B d 10 Apr 61

T.R. Giles/MS/67058


for Judge Advocate General

ADMINISTRATIVE
SERVICES



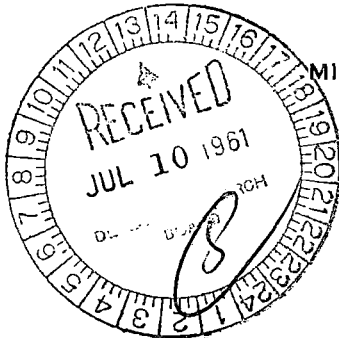
CANADA

QUOTE FILE

DEPARTMENT
OF

1-1-22-1 FD 90

MINES AND TECHNICAL SURVEYS

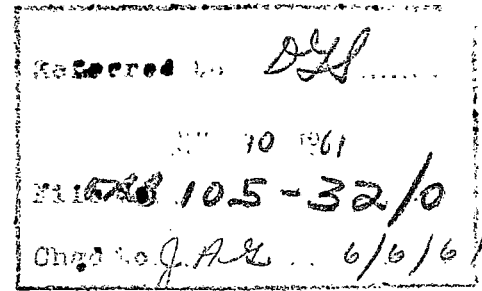


Ottawa, July 7, 1961.

The Chairman,
Defence Research Board,
Department of National Defence,
125 Elgin Street,
Ottawa, Ontario.

Attention: D.G.S. *4*

①



Dear Sir:

With further reference to my telephone discussion with your Mr. Fordyce on July 6th, I attach herewith our departmental headquarters file No. 1-1-22-1 FD 90 concerning the claim submitted by Autair Helicopter Services Limited regarding an accident in the Canadian High Arctic which occurred on Friday, April 21, 1961.

This file is transmitted to you on a loan basis and it would be appreciated if it could be returned to this office when it has served your purpose.

Yours very truly,

K. M. Pack,
Director of Administration.

Encl.

② JAB/C
Re telcom (615-1010),
MITS file enclosed for
your information. By
verbal agreement with MITS,
copies may be made of ours if
the correspondence - although
the file must be returned
complete! *Finished*
11/7/61 *DO 150*



CANADA

ADMINISTRATIVE
SERVICES

QUOTE FILE

DEPARTMENT

1-1-22-1 FD 90

OF

MINES AND TECHNICAL SURVEYS



Ottawa, July 4, 1961.

Mr. D. W. Connor,
President,
Autair Helicopter Services Ltd.,
Timmins Aviation Building,
Montreal Airport, P. Q.

JUL 5 1961
File # 105-32/0
Chgd. to JAB 6-6-61

Re: Blade Damage - S55 GF-MXV Helicopter

Dear Mr. Connor:

With further reference to my letter of May 31st, 1961, concerning the above mentioned subject, I wish to advise that I have been informed by our Legal Adviser that the Department of Mines and Technical Surveys is not involved in the settlement of this claim as the driver of the tractor is not our employee, nor the tractor the property of this Department.

Under the circumstances I would suggest that you contact Mr. G. W. Dunn, Chief of Administration, Defence Research Board, 125 Elgin Street, Ottawa, Ontario, concerning your claim.

By a copy of this letter I am informing Mr. Dunn of our decision on the matter.

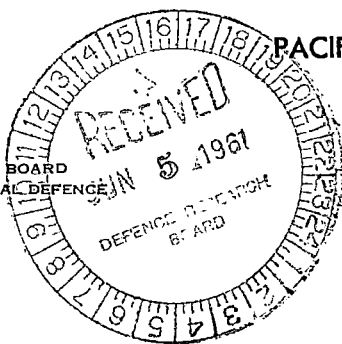
Yours very truly,

Original Signed by
KENNETH M. PACK

K. M. Pack,
Director of Administration.

cc: Mr. G. W. Dunn,
Chief of Administration,
Defence Research Board,
125 Elgin Street,
Ottawa, Ontario.

Handwritten signature/initials



Esquimalt, B.C.

PNLC 9511-35

CORRESPONDENCE SHOULD
BE ADDRESSED TO
PACIFIC NAVAL LABORATORY,
H.M.C. DOCKYARD,
ESQUIMALT, B.C. 2 2 1

Referred to *AB*

JUN 5 1961

2nd June 1961

Accident to Helicopter on PNL Operation ICE PACK
(PCC D45-95-11-35)

On Friday, 21 April 1961, an accident occurred which caused serious, and quite expensive, damage to a helicopter belonging to a contractor of the Department of Mines and Technical Surveys.

2. The accident occurred on the sea ice, approximately 35 miles from Isachsen, N.W.T. It involved a PNL employee driving one of our tractors close enough to an S55 helicopter for the whip antenna on the tractor to come in contact with the slowly turning rotor of the aircraft.

3. The attached memorandum from Mr. A. R. Milne, leader of the ICE PACK operation, details the nature of the accident. A second memorandum from Dr. W. N. English, Head, Marine Physics Section, provides useful information on working conditions, etc., at the time. Dr. English was in the Isachsen area though he was not an actual witness to the accident.

4. The above information is provided for use as required, since it is highly probable that the matter will be referred by DM & TS to DRB/HQ.

F. H. Anders.

Superintendent

Encl. (2)

Chairman,
Defence Research Board

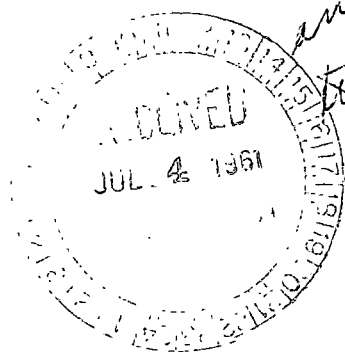
ATTENTION: DGS

② JA G(c)

For your advice, please.

6/6/11

③ DGS/DRB
Your driver
caused the damage
an aspect between the
insurance claims & agreement
to other. DM & TS if they get
a claim from contractor may
pass it to you. I don't know
terms of their contract with
contractor. Suggest you
wait and see what
happens. R. Hebert
90816
000213
30



MEMORANDUM

TO: Superintendent PNL

30 May 1961

FROM: A. R. Milne

Re: Accident to S55 helicopter, Code MYV, during Operation Ice Pack 1961

s.19(1) On Friday, 21 April, 1961, the helicopter arrived at Ice Pack base camp to be used to transport gasoline and rations to the field party located ten miles away on a course of 340°T. Two trips were made and on the second trip one of the tractors approached the helicopter for unloading. Our driver, [REDACTED], had forgotten about his radio whip antenna, the tip of which struck the slowly turning rotor of the helicopter.

The helicopter pilot inspected for possible damage prior to leaving for Polar Base, Isachsen. He discovered a small perforation at the tip of the shroud at the extreme end of one of the rotor blades. In addition there was evidence of a few minor scratches on the other rotor blades as would occur when a 1/8" diameter steel whip contacted the rotor surfaces. The damage appeared slight except for the perforation previously mentioned. The pilot considered the craft airworthy and returned to Polar Base, Isachsen.

Subsequently it was found that the scratches caused by the antenna were deep enough to ruin the blades, according to the helicopter engineer.

A. R. Milne

MEMORANDUM

To: Superintendent

From: W.N. English

Re: Accident to S55 Helicopter,
Code MYV, during Operation
Ice Pack 1961

Date: 31 May 1961

At the time of the above accident I was at Polar Base, Isachsen, 35 miles away. However I would like to comment on some of the mitigating circumstances surrounding the incident.

1. Working Conditions

The Ice Pack party had been on the ice for over three weeks, working very long hours under difficult and arduous conditions. In fact, since it was daylight 24 hours per day, the working day tended to start early in the morning and to continue until personnel were worn out.

2. Helicopter Doctrine

s.19(1) By the time of the S55 visit on 21 April, Ice Pack personnel had had several helicopter flights and had gained confidence in approaching the helicopter. It is particularly unfortunate that our personnel had not received the instruction sheet normally used at Polar Base. I did not see one until my return from the Ice Pack camp. Thus [REDACTED] did not have in mind the cardinal rule of always watching the helicopter pilot. I know from personal experience that this is by no means intuitive. The pilot is high above the ice and not in the normal line of sight.

3. PNL Equipment

Only one of the three PNL tractors was equipped with an antenna. All personnel drove all tractors as occasion required and [REDACTED] was simply not aware of the antenna.

4. Character

The personnel for Ice Pack were chosen for their initiative and reliability under difficult conditions. [REDACTED] is a conscientious and dependable employee.

It is extremely unfortunate that this incident deprived the Polar Base of a helicopter for ten days during the brief spring period of excellent flying weather. However, in my opinion, the incident can only be classed as an unforeseen accident resulting from our inexperience with helicopters.

W.N. English

FILE
NUMBER DRB 105-32/0

VOL.

DEPARTMENT OF NATIONAL DEFENCE

ACCIDENTS

PACIFIC NAVAL LABORATORY

*new cover
IPA*

FOR CROSS REFERENCES SEE INSIDE COVER

ROUTING				P.A. AND B.F. ENTRIES				REGISTRY ONLY	
REFERRED	REMARKS	Date of Pass	Initials	Date of P.A.	Initials	Date of B.F.	Cancel B.F.	Date Received	Inspected by
DGS	NEW FILE CR JUN 5 1961								
JAG(C)	rule 2	6/6/61	CB						
DGS/DRB	⑤ @	3/1/61	TAS						
JAG/c	min 2, per	11/2/61	SL						
DGS/DRB	⑤	10/1/61	TAS						
JAG/c	reunited	10/7/61	SL	19/1/61	MS				
⑤	WITH PAPERS CR JUL 21 1961								
JAG/c	min 2, per	24/2/61	CB	29/1	TM				
JAG/c	PER BF CR AUG 1 1961								
C3	Mr BF	18/9/61	SL						
DMP/MP	min per	3/1/61	SL						
JAG/c	③	11/1/61	SL						
DRB/DGS	(SUBMISSION TO 14/11/61)	14/11/61	SL						
Compt/DRB	with ID 1318	24/11/61	SL						
Mr CORB		23/11/61	SL						
JAG/c	③	23/11/61	SL						
JAG/c	③	1/2/61	SL						
RB/DGS	Request - Miss Knell	18/12/61	SL						
JAG/c	Mr Rowntree	19/12/61	SL						
DRB/DGS	letter & cheque reigned	30/12/61	SL						
CTO	—	21/12/61	SL						
JAG/c	To note payment	28/12/61	H. H.						
QUID GEN	(Mr Boyle) Request	29/12/61	SL						
JAG/c	③	31/1/62	SL						

[illegible]