

DRB 105-3210

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File passed to Mr Boyle
29/12/61 24871

File to be passed to Mr. Boyle —
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

DATE.....
JUN 17 1974

Referred to... JAG/C
JAN 3 1961
File DRB... 105-32/0
Chgd to... J.P.L. 18-12-61

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. 1961.

AUTAIR HELICOPTER SERVICES LTD.

SIGNED, SEALED AND DELIVERED)
in the presence of:

for.

W. T. Reelmay
(Witness)

[Signature]

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

R E L E A S E

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s.19(1)

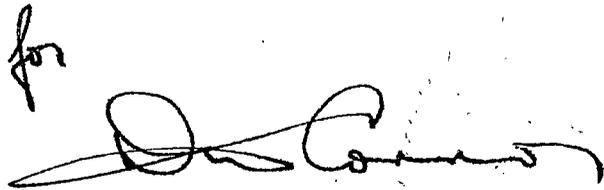
It is understood and agreed that this Release shall only be effective when Her Majesty shall have paid to me, the Releasor, the sum of **\$10,053.76.**

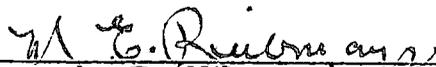
It is also understood and agreed that Her Majesty does not admit any liability to the Releasor by the acceptance of this Release or the payment of the said sum of **\$10,053.76** and that such liability is denied.

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
<p>Auditor General's office</p> <p><u>Mr Boyle</u></p>	<p>To be signed in full showing Appointment, Telephone Number & Date</p> <p>Herewith is the DRB files discussed this date by telecon.</p> <p>Would you please return to this office when your action is completed.</p> <p>29 Dec 61</p> <p>E. Kowatue #14 JAG/C3 (24923)</p> <p>File received & Returned,</p> <p>Thomas J. Boyle Office of the Auditor General.</p>

DEPARTMENT OF NATIONAL DEFENCE
REQUISITION FOR CHEQUE

DRB 105-32/0 (JAG/C)

DEC 21 1961
 SERIAL NO. _____



CANADA

DATE OF CHEQUE

PAYEE'S NAME AND ADDRESS

Autair Helicopter Services Limited

PLACE **OTTAWA CANADA**
 SOURCE *74*

PLEASE QUOTE CHEQUE NO. WHEN REFERRING TO THIS REMITTANCE.

PARTICULARS	AMOUNT	CHEQUE NO.
<p>Autair Helicopter Services Limited, Timmins 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>	<p>\$10,053.76</p>	<p>97815</p>

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.

70 p/lec 101

[Signature]
 for Judge Advocate General
 AUTHORIZED SIGNING OFFICER(S)

VERIFIED FOR TREASURY

[Signature]

APPROVED

[Signature]
 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 letter to
Mr. Moore be
dated, please

Mr. D. W. Connor, President of the Clemant 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. Rowntree ^{RLW}

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-MYV 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.

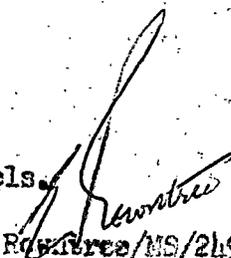
Yours sincerely,

Original Signed by

W. D. HUMPHREY

Chairman,
Defence Research Board.

Encls.


E. Rowe/MS/24923

FILE DEB 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.

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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 . 70 Dec 61 .

TP2 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]
SACR

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. Boyce

Clerk of the Privy Council,

FLT/MA

②
*VAB/c
P/L. Loubert
To note, and for
your further action
SMB
DBS/50
19/12/61*

DEPARTMENT OF NATIONAL DEFENCE

MINUTE SHEET

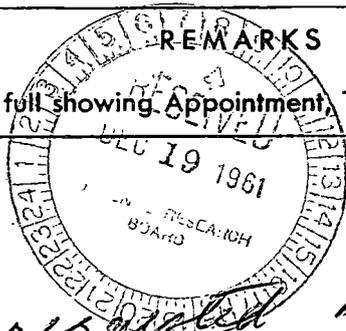
Referred to

REMARKS

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

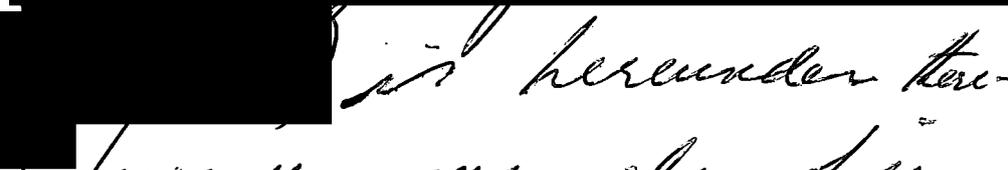
DRB/DGS

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



is hereunder therefore you may close file if you wish. 18 Dec 61. E. Lounsbury
TAC/K (000162)
(2-9923)

Date 18/12/61

TO CENTRAL REGISTRY:

Please cancel B.F. of

File ^{DRB} 105-32/10

Dated 20/12/61

For TAC/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. DRB 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/DAS	(with main file) for signature pls.	14/11/61	SL						
COMPT/DAS	signature pls	22/11/61	SL						
A/COR/B		23/11/61	Mc						
For R.D.		23/11/61	Mc						
DM	Passed	27/11/61	ML						
DR O'Keefe	Miss Kidd	27/11	Gen						A 18
J.A.G./Blaine		28/11/61	Mc						

DRB 105-32/0
(JAG/C3)

DEFENCE RESEARCH BOARD

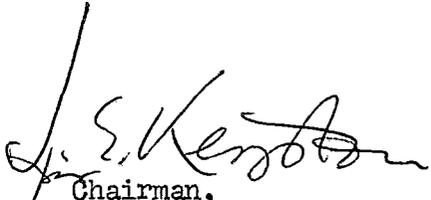


MEMORANDUM TO: THE ASSOCIATE MINISTER

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.

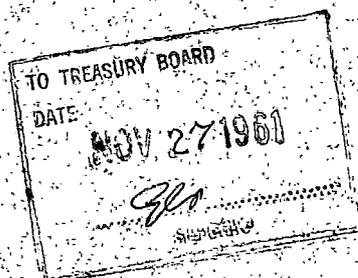
NOV 24 1961

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 Isaacson, 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--

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

D. 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".

Jus *T.R. Gelsow*
.....
(Branch Head)

Approved as to form, *CONTENT*
and legality.
T.R. Gelsow
Judge Advocate General.

CROM:ash

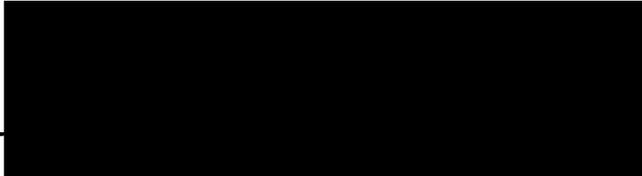


DEPARTMENT OF JUSTICE

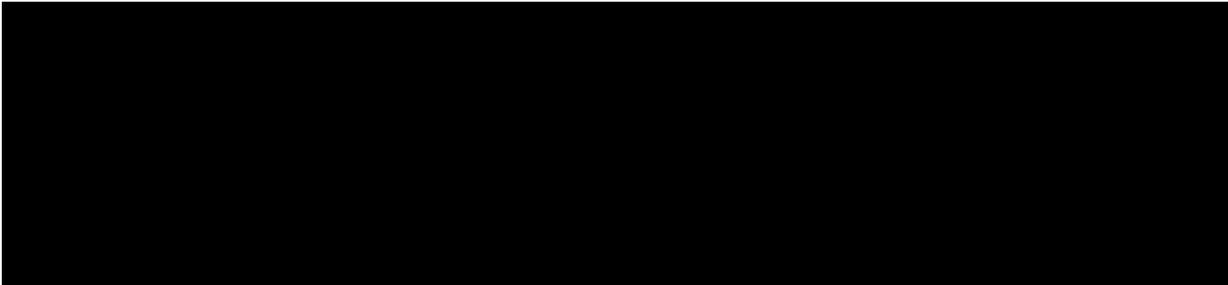
Ottawa 4, November 29, 1961.

BY HAND

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

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November 23, 1961.

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Damage to Main Rotor Blades - April 21, 1961

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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/MS/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.
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 - (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

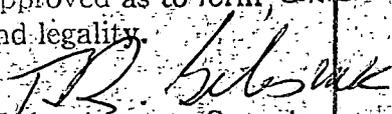
E. Rowntree/AS/67058

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".



.....
(Branch Head)

Approved as to form, CONTENT
and legality.

Judge Advocate General.

DEPARTMENT OF NATIONAL DEFENCE

MINUTE SHEET

Referred to	REMARKS
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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

Referred to

REMARKS

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.

370061

E. Rowntree F14

JAG K3

(67058)

A U T A I R

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:

<p>Received by <i>J. A. S.</i></p> <p>OCT 31 1961</p> <p>File No. <i>DRB-105-32/0</i></p> <p>Page No. <i>15861</i></p>
--

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

Secty - Mrs Miller

DWC/VM

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
P & W (Canada) re the
no-salvage value of
damaged blades.

S Kountree

25 Oct 61.

(2)

220561

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

(b) Clements' 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...

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

N^o 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

=====

INV. REC'D AREA
 3 4

INVOICE

RECEIVED

Canadian Pratt & Whitney Aircraft Company,

LIMITED
 P.O. BOX 10, LONGUEUIL, QUEBEC, CANADA **SELLER**
 MAY 5 1961

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

VIA SHIPPED DIRECT F.O.B. LONGUEUIL SELLER'S PLANT PROV. SALES TAX LIC.

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 LESS DISCOUNT PLUS 11% FEDERAL SALES TAX PLUS 2% PROVINCIAL SALES TAX	4,225.00 40%

Invoice No. 98-456
 App'vd. for pmt. *[Signature]*
 Date Paid 24/0
 Cheque No.
 Distribution:
 - 111 8610 38

Invoiced
 3/27/61

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 <hr/> 7605.00 836.55 168.83 <hr/> \$8610.38

SERIAL NOS:
 55MH-16332
 55MH-16318
 55MH-16567

RECEIVED
OXFORD 4140

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

MAY 1 1961
AUTAIR
HELICOPTER SERVICES
LTD.

To M. AUTAIR HELICOPTER SERVICES LTD.

DORVAL AIRPORT

DORVAL QUE.

APRIL 22-

61

1890

\$375.00

Invoice No.	299461
Applied for by	TBH
Date of Issue	5-6-61
Invoice No.	6857
Net Total	111 375 00

M.T.S.

Invoice 200
Date 5/6/61

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

POLAR CONTINENTAL SHELF PROJECT
RECORDED
AUG 25 1961
DEPARTMENT OF
MINES AND TECHNICAL SURVEYS

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.

*M Eugene vint
Coutain
Conner airport*

July 25/61

RECEIVED 7905

1

To **CANADIAN PACIFIC RAILWAY COMPANY** Dr.
Au

For transporting the undermentioned freight:
Pour le transport de l'envoi ci-dessous désigné:

WAYBILLED FROM—FEUILLE DE ROUTE DE <i>Churchillman</i>	DATE OF W.B. DATE D'EXPÉDITION <i>July 1/61</i>	SERIES AND NO. OF W.B. SÉRIE ET NO DE LA FEUILLE DE ROUTE <i>303489</i>	INITIAL AND NO. OF CAR INITIALES ET NO DE WAGON <i>CP 254964</i>	CONSIGNOR EXPÉDITEUR <i>Andersons Smoking & Sig E</i>
CONNECTING LINE REFERENCE LIGNES CORRESPONDANTES	ORIGINAL POINT OF SHIPMENT POINT D'ORIGINE DE L'EXPÉDITION	ORIGINAL W.B. NO. AND DATE NO ET DATE DE LA FEUILLE DE ROUTE ORIGINALE	ORIGINAL CAR WAGON ORIGINAL	

ARTICLES AND MARKS ARTICLES ET MARQUES	WEIGHT POIDS	RATE TAUX	CHARGES FRAIS
<i>3 Aluminium Cases Helicopter Blades</i>	<i>1170</i>	<i>1078</i>	<i>128.13</i>
	<i>To Ottawa</i>		
	<i>Beyond Ottawa</i>	<i>122</i>	<i>14.27</i>

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 surchargé 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

Date _____ 19__

142.40

THANK YOU - We appreciate your patronage.

MERCI - Nous apprécions votre clientèle.

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.

000183

POLAR CONTINENTAL SHELF PROJECT
RECEIVED
AUG 25 1961
DEPARTMENT OF
MINES AND TECHNICAL SURVEYS

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, 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 hengar 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%

919 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, 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, 19 61

YOUR ORDER NO.

TERMS:

Date	Description	Amount	Total
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. (Andersen'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%	915 98	
			10,053 76

File note

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

ER
25 Sept 61

DEPARTMENT OF NATIONAL DEFENCE

MINUTE SHEET

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



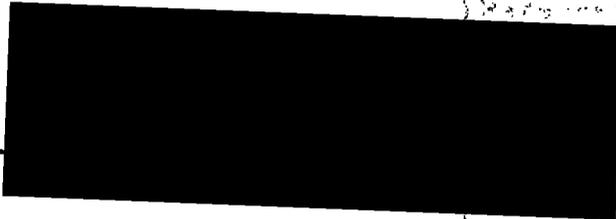
CROM/AM



DEPARTMENT OF JUSTICE

September 15, 1961.

Re:



JAS
SEP 19 1961
DRB 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/G)

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

QUOTE FILE:

Isachsen, N.W.T.

POLAR CONTINENTAL SHELF PROJECT
ADDRESS REPLY TO
MAY 23 1961
MINES AND TECHNICAL SURVEYS

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.

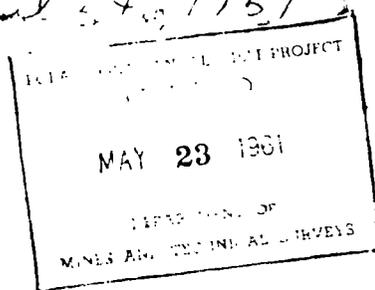
He discovered a small perforation at the tip of the shroud at the extreme end of one of the rotor blades. In addition there was evidence of a few minor scratches on the other rotor blades as would occur when a $\frac{1}{8}$ " diameter steel whip contacted the rotor blade surfaces. The damage appeared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

Signed Allen K. Malone

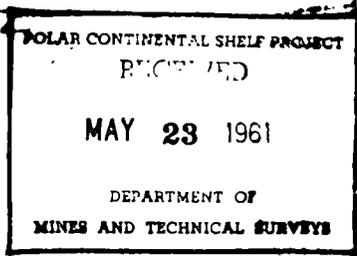
Witness [Signature]

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 555, code 11VV,
helicopter.

On Friday, April 21, 1961 the helicopter arrived at Lee 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.

The helicopter pilot inspected for possible damage prior to leaving for Pelea Bay, loach...

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)

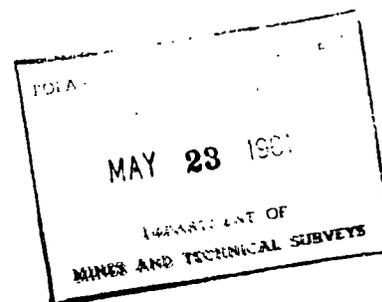
The helicopter pilot inspected for possible damage prior to leaving for Polar Base, Isachsen.

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
	<p>To be signed in full showing Appointment, Telephone Number & Date</p> <p>S/L Casley. <u>53142</u>;</p> <p><u>Helicopter blades - damaged.</u></p> <p>- change complete set. for balance</p> <p>- probably not recoverable. usually scrapped.</p> <p>S/L <u>Zostack.</u> <u>25698</u></p>



DEPARTMENT OF JUSTICE

TC/ek
 Referred to *JAG*
 JUL 28 1961
 File No. *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.
S.L.
 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. *JAC*
 Autair advised

AUTAIR

HELICOPTER SERVICES LTD.

Timmins Aviation Building, Montreal Airport, P.Q., ME1rose 1-4311 • cables: GLOBAIR



July 20, 1961.

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

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

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) JAB/C
To note also
Miss
2681 SD
21/7/61*

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.

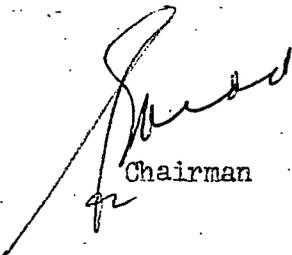
Re: Blade Damage - S55 CF-NYV Helicopter

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

ME:ec

Handwritten notes:
VRC
To all
18/7/61

000207

DRB 105-32/0

Ottawa, Ontario,
July 18, 1961.

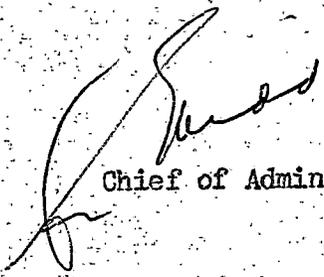
Mr. K. M. Pack,
Director of Administration,
Department of Mines and Technical Surveys,
Ottawa, Ontario.

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

for
Chairman,
Defence Research Board.

Encls.

T.A. Gilles/MS/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

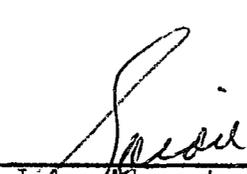
Report on Blade Camage - S.55 CF-MYV from Peter L. Hort d 24 Apr 61

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



CANADA

ADMINISTRATIVE SERVICES

QUOTE FILE

DEPARTMENT OF MINES AND TECHNICAL SURVEYS

1-1-22-1 FD 90



Ottawa, July 7, 1961.

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

Attention: D.G.S. *44*

①

Received by *DJL*
JUL 10 1961
FILE NO. 105-32/0
Chg'd to J.A.C. 6/6/61

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 telecon (6/28-10/28),
M&TS file enclosed for
your information. By
verbal agreement with M&TS,
copies may be made of ours if
the correspondence - although
the file must be returned
complete! *Shind*
DAS/SD
11/7/61



CANADA

ADMINISTRATIVE SERVICES

QUOTE FILE

DEPARTMENT OF MINES AND TECHNICAL SURVEYS

1-1-22-1 FD 90



Ottawa, July 4, 1961.

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

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

Re: Blade Damage - S55 GE-MV 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

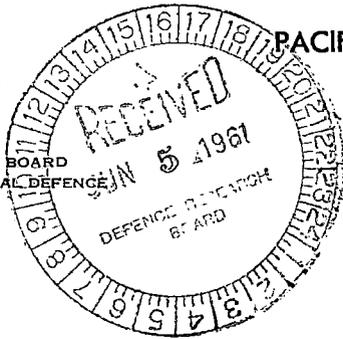
K. M. Pack,
Director of Administration.

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

From



DEFENCE RESEARCH BOARD
DEPARTMENT OF NATIONAL DEFENCE
CANADA



PACIFIC NAVAL LABORATORY

Esquimalt, B.C.

PNLC 9511-35

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

Referred to *DGS*
JUN 5 1961
PNLC 9511-35/0

①

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.

J. H. Sanders.

Superintendent

Encl. (2)

Chairman,
Defence Research Board

ATTENTION: DGS

② JA & (c)

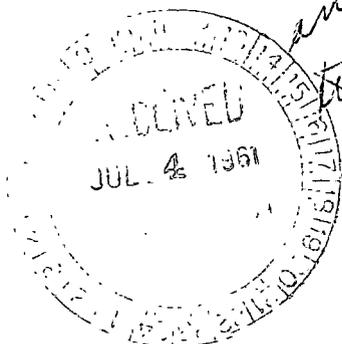
*For your advice, please
write me
DGS/DRB*

6/6/61

③

DGS/DRB

Your driver seems to have caused the damage. There is an aspect between the Dept's a claim from contractor may pass it to you. I don't know terms of their contract with DRB/HQ happens and see what P. H. Sanders says



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 Date: 31 May 1961
From: W.N. English
Re: Accident to S55 Helicopter,
Code MYV, during Operation
Ice Pack 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)	rely 2	6/6/61	EB						
DGS/DRB	@	3/1/61	TAL						ABE
JAG/c	min 2, per	11/2/61	SL						
DGS/DRB		10/1/61	TAL						
JAG/c	replied	12/7/61	SL	19/1/61					
JAG/c	WITH PAPERS CR JUL 21 1961								
JAG/c	min 2, per	24/7/61	EB	29/1/61					
JAG/c	PER BF CR AUG 15 1961								
C3	Mr BF	18/9/61	SL						
DMP/MPB	min pls	3/11/61	SL						
JAG/c		7/11							TII
DRB/DGS	(SUBMISSION TO TDB) with TD 1318	14/11/61	SL						
Compt/DRB	with TD 1318	22/11/61	SL						
A. CARB		23/11/61	SL						
A. G. C. Gagnon		23/11/61	SL						
C3	Per BF	1/12/61	SL						
RB/DGS	Request - Miss Kneld	18/12/61	SL						
JAG/c	of Rowntree	19/12/61	SL						
DRB/DGS	letter & cheque reznif	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	(Mr Rowntree) has turned	31/1/62	SL						

