

No. 2362

**UNITED STATES OF AMERICA
and
UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
(SAINT LUCIA)**

**Agreement concerning the utilization of leased base areas
in Saint Lucia. Signed at Castries, on 29 July 1952**

D. J. M. J.
Official text: English.

Registered by the United States of America on 10 November 1953.

**ÉTATS-UNIS D'AMÉRIQUE
et
ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD
(SAINTE-LUCIE)**

**Accord relatif à l'utilisation des bases cédées à bail à Sainte-
Lucie. Signé à Castries, le 29 juillet 1952**

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 10 novembre 1953.

No. 2362. AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND (SAINT LUCIA) CONCERNING THE UTILIZATION OF LEASED BASE AREAS IN SAINT LUCIA. SIGNED AT CASTRIES, ON 29 JULY 1952

This Agreement entered into at Castries, Saint Lucia, this 29th day of July, 1952, between representatives of the Government of the United States of America and of the Government of Saint Lucia of the Windward Islands, Colony of Great Britain, WITNESSETH, that :

WHEREAS an Agreement (hereinafter referred to as “ the Bases Agreement ”) was made at London on the 27th March, 1941,² between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland, providing for the lease to the Government of the United States of America of certain areas in the Western Hemisphere, including certain areas in Saint Lucia, upon the terms and conditions set out in the Bases Agreement; and

WHEREAS by a lease, which was executed on the 3rd June, 1941, the areas in Saint Lucia mentioned in the Bases Agreement and specified in the Schedules to the said lease were duly demised to the Government of the United States of America for a term of 99 years; and

WHEREAS the said lease was revoked and superseded by a new lease for a term of 99 years executed on the 29th March, 1950, but taking effect as from the 3rd June, 1941, whereby the areas abovementioned and certain additional areas, all of which are specified in the Schedule thereto, were demised to the Government of the United States of America; and

WHEREAS an Agreement (hereinafter referred to as “ the Civil Aviation Agreement ”) was entered into at Washington on the 24th February, 1948,³ between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland concerning the opening of certain military air bases in the Caribbean Area and Bermuda for use by civil aircraft; and

WHEREAS by a Contract of Sale numbered DA(s)-96-505-Eng-114 executed on the 24th August, 1949, the Government of the United States of America

¹ Came into force on 29 July 1952, as from the date of signature, in accordance with article VI.

² League of Nations, *Treaty Series*, Vol. CCIV, p. 15.

³ United Nations, *Treaty Series*, Vol. 73, p. 143.

sold to the Government of Saint Lucia certain buildings and improvements in the Leased Areas, with the right to use in place the buildings and improvements specified in paragraph 14 of the said Contract; and

WHEREAS the Government of the United States of America has placed the Leased Areas in Saint Lucia in an inactive status and does not desire at the present time to utilize these areas for the purposes set forth in the Bases Agreement; and

WHEREAS the Government of Saint Lucia has been authorized by the Government of the United Kingdom of Great Britain and Northern Ireland to conclude this agreement;

Now, THEREFORE, it is agreed as follows :

Article I

INTENT

It is the intent of this Agreement to permit maximum utilization by the Government of Saint Lucia of the Leased Areas referred to in Article II hereof until such time as the Government of the United States may desire to utilize the said Leased Areas for the purposes set forth in the Bases Agreement.

Article II

DEFINITION OF AREAS

The areas covered by this Agreement are those described in paragraph 8 of the lease executed on the 29th March, 1950, and in the schedules attached thereto.

Article III

CONDITIONS OF OCCUPATION BY THE GOVERNMENT OF SAINT LUCIA

(1) The Government of Saint Lucia shall have the right to occupy and utilize for any purpose the areas mentioned in Article II hereof without liability for the payment to the United States Government of rental or compensation for the use thereof. This right shall extend to any licensee of the Government of Saint Lucia without prior consent of the United States Government.

(2) The Government of Saint Lucia or its licensees shall have the right to construct or carry out all needful improvements to the said areas so long as such improvements will not hinder the expeditious reoccupation of these areas by the United States Government for the purposes of the Bases Agreement.

(3) The occupation by the Government of Saint Lucia or any licensee thereof shall be accomplished in such manner as to cause no obstruction or permanent damage to existing bridges, roadways, runways and approach ar as thereto, and drainage work allied thereto. This stipulation shall not impose a responsibility for maintenance of these facilities or liability upon the said Government for damage thereto resulting from natural causes.

(4) The areas and the improvements thereto shall be open at all reasonable times for inspection by the military authorities of the United States or by their duly authorized agents.

Article IV

REOCCUPATION BY THE GOVERNMENT OF THE UNITED STATES

(1) The United States Government shall have the right to reoccupy and activate any portion or the whole of the areas covered hereby on giving thirty days' previous notice to the Government of Saint Lucia : provided that in the event of a war breaking out in which the United States is involved, or of any other overriding military necessity as determined by the Government of the United States of America, the United States Government shall have the right to reoccupy and activate immediately any portion or the whole of any of the areas aforesaid on giving 48 hours previous notice in writing to the Government of Saint Lucia.

(2) The United States Government shall not be liable to the Government of Saint Lucia or to any third party for any damage caused solely as a result of such reoccupation.

(3) In the event of reoccupation, the United States Government shall have the right to purchase from the Government of Saint Lucia any improvements constructed by the said Government of Saint Lucia or its licensees within the areas referred to in Article II hereof. The purchase price shall be mutually agreed upon and in default of agreement the price shall be settled by arbitration under the provisions for arbitration contained in the Civil Code in force in the Colony.

(4) In the event that improvements are not purchased by the United States Government, the United States Government may require the removal of any improvements constructed during the occupation of the Government of Saint Lucia under this Agreement, without cost to the United States Government.

(5) The Government of Saint Lucia or any licensees thereof shall be given a period of time, consistent with the exigencies of the military situation, for the removal of any such improvements as are not desired for purchase by the United States Government.

(6) The Government of Saint Lucia shall hold and save the United States Government free from any cost arising from third party claims as a result of such occupation.

Article V

STATUS OF PREVIOUS RIGHTS

(1) Nothing in this Agreement shall be construed to deprive the Government of the United States of America of any of its rights, privileges, immunities or exemptions under the Bases Agreement or the Civil Aviation Agreement.

(2) Nothing in this Agreement shall be construed to confer upon the Government of Saint Lucia, with respect to the use in place of any of the buildings or improvements enumerated in Contract of Sale No. DA(s)-96-505-Eng-114 dated the 24th August, 1949, any rights or privileges not specifically granted by the said Contract of Sale or by separate agreements made in pursuance of the provisions thereof.

Article VI

TIME OF TAKING EFFECT

This Agreement shall enter into force on the date of its signature.

IN WITNESS WHEREOF the undersigned, duly authorized by their respective Governments, have signed the present Agreement and have affixed thereto their seals.

DONE in duplicate at Castries in the Colony of Saint Lucia of the Windward Islands this 29th day of July, 1952.

For the Government of the
Colony of Saint Lucia,
Windward Islands :
F. E. DEGAZON
Acting Administrator

[SEAL]
Before me :
(Signed) Illegible

For the Government of the
United States of America :

Carl BREUER
Consul of the United
States of America
[SEAL]
Before me :
(Signed) Illegible