

No. 2783

**UNITED STATES OF AMERICA
and
CANADA**

**Exchange of notes constituting an agreement relating to
leased defense areas in Goose Bay, Newfoundland.
Ottawa, 5 December 1952**

Official text: English.

Registered by the United States of America on 3 March 1955.

**ÉTATS-UNIS D'AMÉRIQUE
et
CANADA**

**Échange de notes constituant un accord relatif aux zones à
bail pour la défense à Goose-Bay (Terre-Neuve). Ottawa,
5 décembre 1952**

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 3 mars 1955.

No. 2783. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND CANADA RELATING TO LEASED DEFENSE AREAS IN GOOSE BAY, NEWFOUNDLAND. OTTAWA, 5 DECEMBER 1952

I

*The Canadian Acting Secretary of State for External Affairs to the
American Ambassador*

DEPARTMENT OF EXTERNAL AFFAIRS
CANADA

No. D 277

Ottawa, December 5, 1952

Excellency,

I have the honour to refer to discussions which have recently taken place between representatives of our Governments on the Permanent Joint Board on Defence concerning a proposed lease to the United States of America of certain lands (hereinafter referred to as Leased Areas), situated within Royal Canadian Air Force Station Goose Bay (hereinafter referred to as Goose Bay) in the province of Newfoundland, for military purposes, and to inform you that in view of the common defence interests of Canada and the United States of America the Government of Canada is prepared to grant such a lease subject to the terms set forth in this note.

2. The Leased Areas shall comprise those lands agreed upon by the Governments of Canada and the United States of America on the date of the coming into force of this lease agreement and such additional lands as may thereafter, in a manner to be determined in each case by the Government of Canada, be made available to the United States of America upon its request.

3. The term of the lease shall expire twenty years after the date of the coming into force of this lease agreement, and shall be without charge.

4. The United States of America (hereinafter called the Lessee) may by notice in writing to the Government of Canada (hereinafter called the Lessor) not less

¹ Came into force on 5 December 1952 by the exchange of the said notes.

than six months prior to the expiration of the term of the lease, request an extension of the term. If such request is made, the Lessor undertakes to consider it in the light of the common defence interests of Canada and the United States of America. When consulting together on a request for extension, the parties will consider what modifications if any in the provisions of the lease would be necessary or desirable in the light of experience.

5. The Lessee, without prejudice to the sovereignty of Canada, shall have quiet enjoyment of the Leased Areas, subject at all times to right of free access by the Commanding Officer, Royal Canadian Air Force Station Goose Bay, or such officer as may be designated by him, to any part of the Leased Areas.

6. The Lessee shall have the right of free access to and egress from the Leased Areas, subject to the right of the Lessor to prescribe the routes to be used, and shall have within the Leased Areas, subject to the terms of this note, such rights as are necessary to support the operation of United States military aircraft at Goose Bay, including, the right

- a) To station personnel within the Leased Areas, to issue orders for their control and command, and to undertake such internal security measures as may be deemed necessary by the Lessee ;
- b) To construct, install, improve and maintain in the Leased Areas, personnel housing, hangars, warehouses, shops, hard stands, parking aprons, storage and distribution facilities for aviation gasoline and other petroleum supplies, and any other type of building, structure or improvement deemed necessary by the Lessee, PROVIDED that all new major construction in the Leased Areas shall have the prior approval of the Commanding Officer, Royal Canadian Air Force Station Goose Bay ; and
- c) Subject to the approval of the Commanding Officer, Royal Canadian Air Force Station Goose Bay, to construct, install and operate in the Leased Areas communication facilities and navigation aids (including meteorological systems), radio and radar apparatus and electronic devices ; PROVIDED that the Lessee shall not thereby cause interference with any other similar installation or operation at Goose Bay, and FURTHER PROVIDED that the Government of Canada reserves the right to allocate frequencies and to control power and type of emission.

7. All buildings, structures and improvements permanently affixed to the realty by the Lessee at Goose Bay shall remain the property of the Lessee for the duration of this lease. Any such buildings, structures, and improvements situated at Goose Bay upon the termination of this lease shall thereupon become the property of the Lessor without compensation to the Lessee. The ownership of all other property, including removable improvements, equipment, material, supplies and goods, brought into Canada by the Lessee in connection with its operations

at Goose Bay shall remain in the Lessee during and after the termination of this lease, and the Lessee shall have the unrestricted right of removing or disposing of all such property, PROVIDED that removal or disposition takes place within a reasonable time.

8. The Lessee may not assign or sublet, or part with the possession of the whole or any part of the Leased Areas.

9. United States military personnel outside the Leased Areas, in relation to the performance of their military duties, shall continue to be under the control and command of United States authorities but in all other respects so far as may be appropriate shall be subject to regulations and orders applicable to Canadian military personnel. The United States Air Force Commanding Officer at Goose Bay shall be responsible for the observance of Royal Canadian Air Force Station Standing Orders by all United States military personnel at Goose Bay outside the Leased Areas.

10. The Lessee may, jointly with the Lessor, have

- a) The right to use the airfield at Goose Bay for the operation of United States military aircraft, subject to air traffic control by the Royal Canadian Air Force and prior notification of all expected arrivals to the Royal Canadian Air Force at Goose Bay ;
- b) Free and uninterrupted use of roadways at Goose Bay outside the Leased Areas, subject to any limitations that may be imposed by the Commanding Officer, Royal Canadian Air Force Station Goose Bay, in the interests of the efficient operation of the station ;
- c) The use, for the transportation of petroleum products, of all pipes, pipelines, pumps and valves installed at Goose Bay by the Lessor and forming a part of the interconnected pipeline system ;
- d) The use of dockage facilities installed at Goose Bay ; and
- e) The use of such other areas and facilities at Goose Bay as may be agreed upon from time to time,

PROVIDED that the Lessee shall make compensation for any damage or injury suffered by others in consequence of the negligence of the members of its armed forces, employees or agents in connection with anything done or omitted under paragraph 10.

11. The Lessee may be authorized, in such manner as the Lessor determines, to use such rights of way at Goose Bay, outside the Leased Areas, as may hereafter be agreed upon, and may construct, maintain and operate thereon, such communication and transportation facilities as may be required for the support of United States military aircraft at Goose Bay.

12. The Lessee will not be required to pay any tax or fee in respect of registration or licencing of motor vehicles for use within Goose Bay.

13. The Lessee shall observe, both within and without the Leased Areas, accepted safety standards at Goose Bay for the protection of life and property.

14. The Lessee shall not install, maintain or operate at Goose Bay, whether within or without the Leased Areas, any lights or other aids to navigation of aircraft without the approval of the Commanding Officer, Royal Canadian Air Force Station Goose Bay.

15. The Lessee shall not at any time cause the waters of the Hamilton River to be polluted by disposal of sewage or otherwise.

16. The Lessee will use Canadian labour and materials as far as practicable in the construction and maintenance of facilities at Goose Bay.

17. In order to avoid doubt, I am instructed to state that my Government intends that the laws of Canada shall continue to apply throughout Goose Bay, including the Leased Areas.

18. If the foregoing is acceptable to your Government, this note and your reply shall be regarded as constituting a lease agreement in force from the date of your reply.

Accept, Excellency, the renewed assurances of my highest consideration.

Brooke CLAXTON

Acting Secretary of State for External Affairs

His Excellency the Hon. Stanley Woodward
Ambassador of the United States of America
Ottawa

II

*The American Ambassador to the Canadian Acting Secretary of State
for External Affairs*

THE FOREIGN SERVICE OF THE UNITED STATES OF AMERICA
UNITED STATES EMBASSY

No. 96

Ottawa, December 5, 1952

Excellency :

I have the honor to refer to Your Excellency's note No. D-277 of December 5, 1952 stating that in view of the common defense interests of Canada and the United States, the Government of Canada is prepared to grant to the United States a lease

of certain lands situated within the Royal Canadian Air Force Station Goose Bay in the Province of Newfoundland.

The terms set forth in your note are acceptable to the United States of America. Accordingly, my Government concurs in your proposal that your note and this reply shall from the date of this note constitute a lease agreement between our two Governments on this subject.

Accept, Excellency, the renewed assurances of my most distinguished consideration.

Stanley WOODWARD

His Excellency Brooke Claxton
Acting Secretary of State for External Affairs
Ottawa