



EXCHANGE OF NOTES (May 12, 1965) BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA CONCERNING THE ESTABLISHMENT, OPERATION AND MAINTENANCE OF A TORPEDO TEST RANGE IN THE STRAIT OF GEORGIA.

## I

*The Ambassador of the United States of America to Canada to the Acting Secretary of State for External Affairs.*

## EMBASSY OF THE UNITED STATES OF AMERICA

Ottawa, May 12, 1965.

No. 219

SIR:

I have the honor to refer to discussions in the Permanent Joint Board on Defense and other discussions between representatives of the Royal Canadian Navy and the United States Navy concerning the establishment, operation, and maintenance of a torpedo test range in the Strait of Georgia.

I have the honor to propose that our two Governments authorize the establishment, operation, and maintenance of such a torpedo test range under the conditions set forth in the Annex to this Note, it being understood that any undertaking by either Government shall be subject to the availability of funds.

If the conditions set forth in the Annex and in this Note are acceptable to your Government, I have the honor to propose that this Note and your Note in reply to that effect shall constitute an agreement between our Governments which shall enter into force on the date of your reply for a period of ten years and shall continue in force thereafter until terminated either by mutual agreement or as hereinafter provided. Following the ten year period, if either Government concludes that the facility, or any installations which are a part thereof, are no longer required, and the other Government does not agree, the question of continuing need shall be referred to the Permanent Joint Board on Defence. In considering the question of need, the Permanent Joint Board on Defence shall take into account the relationship of the facility to any other similar installation established in the mutual defense interest of the two countries. Following consideration by the Permanent Joint Board on Defence either Government may decide either that any installations which are a part of the facility should be closed or that the Agreement should be terminated; in which case, following 12 months' written notice of such decision being given to the other Government, those installations shall be closed or this Agreement shall be terminated, as the case may be; and the arrangements set forth in paragraph 6 of the Annex regarding ownership and disposition of property shall apply.

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

W. W. BUTTERWORTH

Attachment:

Annex.

The Honourable C. M. Drury,  
Acting Secretary of State for External Affairs,  
OTTAWA.

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