

CANADA

TREATY SERIES, 1941

No. 2

PROTOCOL

(March 27, 1941)

CONCERNING

THE DEFENCE OF NEWFOUNDLAND

BETWEEN

CANADA, THE UNITED KINGDOM

AND THE

UNITED STATES OF AMERICA

(AND RELATED DOCUMENTS)

IN FORCE MARCH 27, 1941



OTTAWA
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
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Special Note

On March 27, 1941 the Governments of the United Kingdom and the United States of America made an Agreement relating to bases leased to the United States of America.

The Agreement was accompanied by the following:—

ANNEX I.—Exchange of Notes of September 2, 1940, regarding United States destroyers and naval and air facilities for the United States in British transatlantic territories.

ANNEX II.—Forms of Leases.

ANNEX III.—Special provisions for individual territories.

Exchange of Notes regarding the status of Newfoundland.

Exchange of Notes regarding censorship of mails.

Protocol concerning the defence of Newfoundland.

Canada was a party only to the Protocol. However, in order to assist in understanding the Protocol, there is printed herewith the following:—

The Agreement.

That part of Annex II which deals with Newfoundland.

Exchange of Notes regarding the status of Newfoundland.

The Protocol.

Those documents which are not printed herewith do not expressly refer to Newfoundland.

All the documents may be found in the United Kingdom Treaty Series, No. 2 (1941), Cmd. 6259.



**AGREEMENT (MARCH 27, 1941) BETWEEN THE GOVERNMENTS OF
THE UNITED KINGDOM AND THE UNITED STATES OF
AMERICA RELATING TO THE BASES LEASED TO THE UNITED
STATES OF AMERICA**

WHEREAS the Government of the United Kingdom of Great Britain and Northern Ireland, in consultation with the Government of Newfoundland, are desirous at this time of further effectuating the declarations made on their behalf by His Excellency the Most Honourable the Marquess of Lothian, C.H., His Majesty's Ambassador Extraordinary and Plenipotentiary, in his communication of the 2nd September, 1940, to the Secretary of State of the United States of America, a copy of which is set out in Annex I hereto and made a part hereof;

And whereas it is agreed that leases in respect of the naval and air bases to be leased to the United States of America in Newfoundland, Bermuda, Jamaica, St. Lucia, Antigua, Trinidad and British Guiana, respectively, shall forthwith be executed substantially in the forms of the leases set out in Annex II hereto, which are hereby approved, and that a similar lease in respect of a base in the Bahamas shall be executed as soon as possible;

And whereas it is desired to determine by common agreement certain matters relating to the lease of the said bases, as provided in the communication of the 2nd September, 1940, and the reply thereto of the same date from the Honourable Cordell Hull, Secretary of State of the United States, set out in Annex I and made a part hereof;

And whereas it is desired that this Agreement shall be fulfilled in a spirit of good neighbourliness between the Government of the United Kingdom and the Government of the United States of America, and that details of its practical application shall be arranged by friendly co-operation;

The Undersigned, duly authorized to that effect, have agreed as follows:—

ARTICLE I.

General Description of Rights.

(1) The United States shall have all the rights, power and authority within the Leased Areas which are necessary for the establishment, use, operation and defence thereof, or appropriate for their control, and all the rights, power and authority within the limits of territorial waters and air spaces adjacent to, or in the vicinity of, the Leased Areas, which are necessary to provide access to and defence of the Leased Areas, or appropriate for control thereof.

(2) The said rights, power and authority shall include, *inter alia*, the right, power and authority:—

(a) to construct (including dredging and filling), maintain, operate, use, occupy and control the said Bases;

(b) to improve and deepen the harbours, channels, entrances and anchorages, and generally to fit the premises for use as naval and air bases;

(c) to control, so far as may be required for the efficient operation of the Bases, and within the limits of military necessity, anchorages, moorings and movements of ships and water-borne craft and the anchorages, moorings, landings, take-offs, movements and operations of aircraft;

(d) to regulate and control within the Leased Areas all communications within, to and from the areas leased;

(e) to install, maintain, use and operate under-sea and other defences, defence devices and controls, including detecting and other similar facilities.

(3) In the exercise of the above-mentioned rights, the United States agrees that the powers granted to it outside the Leased Areas will not be used unreasonably or, unless required by military necessity, so as to interfere with the necessary rights of navigation, aviation or communication to or from or within the Territories, but that they shall be used in the spirit of the fourth clause of the Preamble.

(4) In the practical application outside the Leased Areas of the foregoing paragraphs there shall be, as occasion requires, consultation between the Government of the United States and the Government of the United Kingdom.

ARTICLE II.

Special Emergency Powers.

When the United States is engaged in war or in time of other emergency, the Government of the United Kingdom agree that the United States may exercise in the Territories and surrounding waters or air spaces all such rights, power and authority as may be necessary for conducting any military operations deemed desirable by the United States, but these rights will be exercised with all possible regard to the spirit of the fourth clause of the Preamble.

ARTICLE III.

Non-user.

The United States shall be under no obligation to improve the Leased Areas or any part thereof for use as naval or air bases, or to exercise any right, power or authority granted in respect of the Leased Areas, or to maintain forces therein, or to provide for the defence thereof; but if and so long as any Leased Area, or any part thereof, is not used by the United States for the purposes in this Agreement set forth, the Government of the United Kingdom or the Government of the Territory may take such steps therein as shall be agreed with the United States to be desirable for the maintenance of public health, safety, law and order, and, if necessary, for defence.

ARTICLE IV.

Jurisdiction.

(1) In any case in which—

(a) a member of the United States forces, a national of the United States or a person who is not a British subject shall be charged with having committed, either within or without the Leased Areas, an offence of a military nature, punishable under the law of the United States, including, but not restricted to, treason, an offence relating to sabotage or espionage, or any other offence relating to the security and protection of United States naval and air Bases, establishments, equipment or other property or to operations of the Government of the United States in the Territory; or

(b) a British subject shall be charged with having committed any such offence within a Leased Area and shall be apprehended therein; or

(c) a person other than a British subject shall be charged with having committed an offence of any other nature within a Leased Area,

the United States shall have the absolute right in the first instance to assume and exercise jurisdiction with respect to such offence.

(2) If the United States shall elect not to assume and exercise such jurisdiction the United States Authorities shall, where such offence is punishable in virtue of legislation enacted pursuant to Article V or otherwise under the law of the Territory, so inform the Government of the Territory and shall, if it shall be agreed between the Government of the Territory and the United States authorities that the alleged offender should be brought to trial, surrender him to the appropriate authority in the Territory for that purpose.

(3) If a British subject shall be charged with having committed within a Leased Area an offence of the nature described in paragraph (1) (a) of this Article, and shall not be apprehended therein, he shall, if in the Territory outside the Leased Areas, be brought to trial before the courts of the Territory; or, if the offence is not punishable under the law of the Territory, he shall, on the request of the United States Authorities, be apprehended and surrendered to the United States Authorities, and the United States shall have the right to exercise jurisdiction with respect to the alleged offence.

(4) When the United States exercises jurisdiction under this Article and the person charged is a British subject, he shall be tried by a United States court sitting in a Leased Area in the Territory.

(5) Nothing in this Agreement shall be construed to affect, prejudice or restrict the full exercise at all times of jurisdiction and control by the United States in matters of discipline and internal administration over members of the United States forces, as conferred by the law of the United States and any regulations made thereunder.

ARTICLE V.

Security Legislation.

The Government of the Territory will take such steps as may from time to time be agreed to be necessary with a view to the enactment of legislation to ensure the adequate security and protection of the United States naval and air Bases, establishments, equipment and other property, and the operations of the United States under the Leases and this Agreement and the punishment of persons who may contravene any laws or regulations made for that purpose. The Government of the Territory will also from time to time consult with the United States Authorities in order that the laws and regulations of the United States and the Territory in relation to such matters may, so far as circumstances permit, be similar in character.

ARTICLE VI.

Arrest and Service of Process.

(1) No arrest shall be made and no process, civil or criminal, shall be served within any Leased Area except with the permission of the Commanding Officer in charge of the United States forces in such Leased Area; but should the Commanding Officer refuse to grant such permission he shall (except in cases where the United States Authorities elect to assume and exercise juris-

diction in accordance with Article IV (1)) forthwith take the necessary steps to arrest the person charged and surrender him to the appropriate authority of the Territory or to serve such process, as the case may be, and to provide for the attendance of the server of such process before the appropriate court of the Territory or procure such server to make the necessary affidavit or declaration to prove such service.

(2) In cases where the courts of the United States have jurisdiction under Article IV, the Government of the Territory will on request give reciprocal facilities as regards the service of process and the arrest and surrender of alleged offenders.

(3) In this Article the expression "process" includes any process by way of summons, subpoena, warrant, writ or other judicial document for securing the attendance of a witness, or for the production of any documents or exhibits, required in any proceedings civil or criminal.

ARTICLE VII.

Right of Audience for United States Counsel.

In cases in which a member of the United States forces shall be a party to civil or criminal proceedings in any court of the Territory by reason of some alleged act or omission arising out of or in the course of his official duty, United States counsel (authorized to practise before the courts of the United States) shall have the right of audience, provided that such counsel is in the service of the Government of the United States and appointed for that purpose either generally or specially by the appropriate authority.

ARTICLE VIII.

Surrender of Offenders.

Where a person charged with an offence which falls to be dealt with by the courts of the Territory is in a Leased Area, or a person charged with an offence which falls under Article IV to be dealt with by courts of the United States is in the Territory but outside the Leased Areas, such person shall be surrendered to the Government of the Territory or to the United States Authorities, as the case may be, in accordance with special arrangements made between that Government and those Authorities.

ARTICLE IX.

Public Services.

The United States shall have the right to employ and use all utilities, services and facilities, roads, highways, bridges, viaducts, canals and similar channels of transportation belonging to, or controlled or regulated by, the Government of the Territory or the Government of the United Kingdom, under conditions comparable to and no less favourable than those applicable from time to time to the Government of the United Kingdom.

ARTICLE X.

Surveys.

(1) The United States shall have the right, after appropriate notification has been given to the Government of the Territory, to make topographic and

hydrographic surveys outside the Leased Areas in any part of the Territory and waters adjacent thereto. Copies, with title and triangulation data, of any surveys so made will be furnished to the Government of the Territory.

(2) Notification and copies will be given to the United States Authorities of any such surveys carried out by the Government of the United Kingdom or the Government of the Territory.

ARTICLE XI.

Shipping and Aviation.

(1) Lights and other aids to navigation of vessels and aircraft placed or established in the Leased Areas and the territorial waters adjacent thereto or in the vicinity thereof shall conform to the system in use in the Territory. The position, characteristics and any alterations thereof shall be notified in advance to the appropriate authority in the Territory.

(2) United States public vessels operated by the War or Navy Departments, by the Coastguard or by the Coast and Geodetic Survey, bound to or departing from a Leased Area shall not on entering or leaving the Leased Area or the territorial waters in the vicinity thereof be subject to compulsory pilotage or to light or harbour dues in the Territory. If a pilot is taken pilotage shall be paid for at appropriate rates.

(3) British commercial vessels may use the Leased Areas on the same terms and conditions as United States commercial vessels.

(4) It is understood that a Leased Area is not a part of the territory of the United States for the purpose of coastwise shipping laws so as to exclude British vessels from trade between the United States and the Leased Areas.

(5) Commercial aircraft will not be authorized to operate from any of the Bases (save in case of emergency or for strictly military purposes under supervision of the War or Navy Departments) except by agreement between the United States and the Government of the United Kingdom; provided that in the case of Newfoundland such agreement shall be between the United States and the Government of Newfoundland.

ARTICLE XII.

Motor Traffic.

(1) Standard and test types of motor vehicles as determined by the United States shall not be prevented from using roads in a Territory by reason of non-compliance with any law relating to construction of motor vehicles.

(2) No tax or fee shall be payable in respect of registration or licensing for use in a Territory of motor vehicles belonging to the Government of the United States.

ARTICLE XIII.

Immigration.

(1) The immigration laws of the Territory shall not operate or apply so as to prevent admission into the Territory, for the purposes of this Agreement, of any member of the United States Forces posted to a Leased Area or any person (not being a national of a Power at war with His Majesty the King) employed by, or under a contract with, the Government of the United States in

connection with the construction, maintenance, operation or defence of the Bases in the Territory; but suitable arrangements will be made by the United States to enable such persons to be readily identified and their status to be established.

(2) If the status of any person within the Territory and admitted thereto under the foregoing paragraph shall be altered so that he would no longer be entitled to such admission, the United States Authorities shall notify the Government of the Territory and shall, if such person be required to leave the Territory by that Government, be responsible for providing him with a passage from the Territory within a reasonable time, and shall in the meantime prevent his becoming a public responsibility of the Territory.

ARTICLE XIV.

Customs and other Duties.

(1) No import, excise, consumption or other tax, duty or impose shall be charged on—

(a) material, equipment, supplies or goods for use in the construction, maintenance, operation or defence of the Bases, consigned to, or destined for, the United States Authorities or a contractor;

(b) goods for use or consumption aboard United States public vessels of the Army, Navy, Coast Guard or Coast and Geodetic Surveys;

(c) goods consigned to the United States Authorities for the use of institutions under Government control known as Post Exchanges, Ships' Service Stores, Commissary Stores or Service Clubs, or for sale thereof to members of the United States forces, or civilian employees of the United States being nationals of the United States and employed in connection with the Bases, or members of their families resident with them and not engaged in any business or occupation in the Territory;

(d) the personal belonging or household effects of persons referred to in sub-paragraph (c), and of contractors and their employees being nationals of the United States employed in the construction, maintenance or operation of the Bases and present in the Territory by reason only of such employment.

(2) No export tax shall be charged on the material, equipment, supplies or goods mentioned in paragraph (1) in the event of reshipment from the Territory.

(3) This Article shall apply notwithstanding that the material, equipment, supplies or goods pass through other parts of the Territory *en route* to or from a Leased Area.

(4) Administrative measures shall be taken by the United States Authorities to prevent the resale of goods which are sold under paragraph (1) (c), or imported under paragraph (1) (d), of this Article, to persons not entitled to buy goods at such Post Exchanges, Ships' Service Stores, Commissary Stores or Service Clubs, or not entitled to free importation under paragraph (1) (d); and generally to prevent abuse of the customs privileges granted under this Article. There shall be co-operation between such Authorities and the Government of the Territory to this end.

ARTICLE XV.

Wireless and Cables.

(1) Except with the consent of the Government of the Territory, no wireless station shall be established or submarine cable landed in a Leased Area otherwise than for military purposes.

(2) All questions relating to frequencies, power and like matters, used by apparatus designed to emit electric radiation, shall be settled by mutual arrangement.

ARTICLE XVI.

Postal Facilities.

The United States shall have the right to establish United States Post Offices in the Leased Areas for the exclusive use of the United States forces, and civilian personnel (including contractors and their employees) who are nationals of the United States and employed in connection with the construction, maintenance, operation or defence of the Bases, and the families of such persons, for domestic use between United States Post Offices in Leased Areas and between such Post Offices and other United States Post Offices and Post Offices in the Panama Canal Zone and the Philippine Islands.

ARTICLE XVII.

Taxation.

(1) No member of the United States forces or national of the United States, serving or employed in the Territory in connection with the construction, maintenance, operation or defence of the Bases, and residing in the Territory by reason only of such employment, or his wife or minor children, shall be liable to pay income tax in the Territory except in respect of income derived from the Territory.

(2) No such person shall be liable to pay in the Territory any poll tax or similar tax on his person, or any tax on ownership or use of property which is inside a Leased Area, or situated outside the Territory.

(3) No person ordinarily resident in the United States shall be liable to pay income tax in the Territory in respect of any profits derived under a contract made in the United States with the Government of the United States in connection with the construction, maintenance, operation or defence of the Bases, or any tax in the nature of a licence in respect of any service or work for the United States in connection with the construction, maintenance, operation or defence of the Bases.

ARTICLE XVIII.

Businesses and Professions.

Unless the consent of the Government of the Territory shall have been obtained—

(1) no business shall be established in a Leased Area; but the institutions referred to in Article XIV (1) (c), offering goods, under a prohibition against re-sale, exclusively to the persons mentioned in the said Article XIV (1) (c), shall not be regarded as businesses for the purposes of this Article;

(2) no person shall habitually render any professional services in a Leased Area, except to, or for, the Government of the United States or the persons mentioned in Article XIV (1) (c).

ARTICLE XIX.

Forces outside Leased Areas.

(1) United States forces stationed or operating outside the Leased Areas under separate agreement with the Government of the United Kingdom or the Government of the Territory shall be entitled to the same rights and enjoy the same status as United States forces stationed within the Leased Areas.

(2) The United States shall be under no obligation to maintain forces outside the Leased Areas by virtue of any such agreement.

ARTICLE XX.

Health Measures outside Leased Areas.

The United States shall have the right, in collaboration with the Government of the Territory and, where necessary, with the Local Authority concerned, to exercise, without other consideration than just compensation to private owners, if any, such powers as such Government and Local Authority and the Government of the United Kingdom may possess of entering upon any property in the vicinity of the Leased Areas for the purpose of inspection, and of taking any necessary measures to improve sanitation and protect health.

ARTICLE XXI.

Abandonment.

The United States may at any time abandon any Leased Area or any part thereof, without thereby incurring any obligation, but shall give to the Government of the United Kingdom as long notice as possible and in any case not less than one year, of its intention so to do. At the expiration of such notice the area abandoned shall revert to the Lessor. Abandonment shall not be deemed to have occurred in the absence of such notice.

ARTICLE XXII.

Removal of Improvements.

The United States may at any time before the termination of a lease, or within a reasonable time thereafter, take away all or any removable improvements placed by or on behalf of the United States in the Leased Area or territorial waters.

ARTICLE XXIII.

Rights not to be Assigned.

The United States will not assign or underlet or part with the possession of the whole or any part of any Leased Area, or of any right, power or authority granted by the Leases or this Agreement.

ARTICLE XXIV.

Possession.

(1) On the signing of this Agreement, leases of the Leased Areas, substantially in the forms respectively set out in Annex II hereto, shall be forthwith executed, and all rights, power, authority and control under such leases and

under this Agreement (including transfer of possession where it shall not previously have been transferred) shall thereupon become effective immediately, and pending execution of such Leases they may be exercised *ad interim* and possession of the Leased Areas shall be immediately given so far as the location thereof is then ascertained. Where the precise location of a portion of any Leased Area is not ascertainable until more detailed descriptions are available, possession of such portion shall be given as rapidly as possible. This Article shall not require occupiers of buildings in a Leased Area to be removed from such buildings until reasonable notice to vacate has been given and expired, due regard being had to the necessity of obtaining alternative accommodation.

(2) The foregoing paragraph shall not apply in relation to the Bahamas, but a lease of the Leased Area therein, in terms similar to those of the leases set out in Annex II hereto, and subject to such special provisions as may be agreed to be required, will be granted to the United States of America as soon as the location of that area shall have been agreed, whereupon this Agreement shall apply thereto.

ARTICLE XXV.

Reservations.

(1) All minerals (including oil) and antiquities and all rights relating thereto and to treasure trove, under, upon or connected with the land and water comprised in the Leased Areas or otherwise used or occupied by the United States by virtue of this Agreement, are reserved to the Government and inhabitants of the Territory; but no rights so reserved shall be transferred to third parties, or exercised within the Leased Areas without the consent of the United States.

(2) The United States will permit the exercise of fishing privileges within the Leased Areas in so far as may be found compatible with military requirements, and in the exercise of its rights will use its best endeavours to avoid damage to fisheries in the Territory.

ARTICLE XXVI.

Special Provisions for Individual Territories.

The provisions contained in Annex III hereto shall have effect in relation to the Territories to which they respectively appertain.

ARTICLE XXVII.

Supplementary Leases.

The United States may, by common agreement, acquire by supplementary lease for the unexpired period of the Lease granted in a Territory, such additional areas, sites and locations as may be found necessary for the use and protection of the Bases upon such terms and conditions as may be agreed, which shall, unless there are special reasons to the contrary, be on the basis of those contained in this Agreement.

ARTICLE XXVIII.

Modification of this Agreement.

The Government of the United States and the Government of the United Kingdom agree to give sympathetic consideration to any representations which either may make after this Agreement has been in force a reasonable time,

proposing a review of any of the provisions of this Agreement to determine whether modifications in the light of experience are necessary or desirable. Any such modifications shall be by mutual consent.

ARTICLE XXIX.

The United States and the Government of the Territory respectively will do all in their power to assist each other in giving full effect to the provisions of this Agreement according to its tenor and will take all appropriate steps to that end.

During the continuance of any Lease, no laws of the Territory which would derogate from or prejudice any of the rights conferred on the United States by the Lease or by this Agreement shall be applicable within the Leased Area, save with the concurrence of the United States.

ARTICLE XXX.

Interpretation.

In this Agreement, unless the context otherwise requires, the following expressions have the meanings hereby respectively assigned to them:—

“Lease” means a lease entered into in pursuance of the communications set out in Annex I hereto, and in relation to any Territory means a lease entered into in respect of an area therein.

“Leased Area” means an area in respect of which a lease is or will be entered into.

“Base” means a base established in pursuance of the said communications.

“Territory” means a part of His Majesty’s dominions in which a lease is entered into in pursuance of the communications set out in Annex I hereto; and “the Territory” means the Territory concerned.

“The United States Authorities” means the authority or authorities from time to time authorised or designated, by the Government of the United States of America, for the purpose of exercising the powers in relation to which the expression is used.

“United States forces” means the naval and military forces of the United States of America.

“British subject” includes British protected person.

Signed in London in duplicate this twenty-seventh day of March, 1941.

On behalf of the Government of the United Kingdom of Great Britain and Northern Ireland:—

WINSTON S. CHURCHILL
CRANBORNE
MOYNE

On behalf of the Government of the United States of America:

JOHN G. WINANT
CHARLES FAHY
HARRY J. MALONY
HAROLD BIESEMEIER

EXCERPT FROM ANNEX II.**FORMS OF LEASES****1. NEWFOUNDLAND**

THIS INDENTURE of Lease made the _____ day of _____, nineteen hundred and forty-one, between His Excellency Sir Humphrey Walwyn, K.C.S.I., K.C.M.G., C.B., D.S.O., Governor and Commander-in-Chief in and over the Island of Newfoundland and its Dependencies, in Commission, hereinafter referred to as the Newfoundland Government, of the first part, and the United States of America, of the other part:

WHEREAS by Notes exchanged on the second day of September, nineteen hundred and forty (copies of which are appended to the Agreement hereinafter referred to) between His Majesty's Ambassador at Washington and the Secretary of State of the United States of America, His Majesty's Government in the United Kingdom undertook to secure the grant to the United States of America of the lease of certain Naval and Air bases and facilities in certain localities, including Newfoundland, for a period of ninety-nine years, free from all rent and charges other than compensation to be mutually agreed on to be paid by the United States in order to compensate the owners of private property for loss by expropriation or damage arising out of the establishment of the said bases and facilities;

AND WHEREAS in furtherance of the said Notes an Agreement between the Government of the United Kingdom and the United States of America was signed on the twenty-seventh day of March, nineteen hundred and forty-one;

AND WHEREAS in compliance with the undertaking of the Government of the United Kingdom hereinbefore referred to the Newfoundland Government has agreed to demise and lease the several pieces or parcels of land hereinafter described;

NOW THIS INDENTURE WITNESSETH that in consideration of the premises the Newfoundland Government hath demised and leased and by these presents doth demise and lease unto the United States of America all those six several pieces or parcels of land (hereinafter referred to as the Leased Areas) described in the Schedule to these presents and delineated on the plans (*) hereto annexed:

TO HAVE AND TO HOLD the same for the full end and term of ninety-nine years to begin and to be computed from the date of these presents free from the payment of all rent and charges other than compensation as aforesaid.

AND the United States of America agrees that it will not during the term hereby granted use the Leased Areas nor permit the use thereof except for the purposes specified and on the terms and conditions contained in the aforesaid Notes and Agreement, which are incorporated in and form part of these presents except such parts thereof as refer specifically to territory other than Newfoundland.

SCHEDULE

(1) Beginning at the intersection of the shoreline northwest of Placentia with latitude $47^{\circ} 16' N.$, thence due east approximately 7,300 feet to longitude $53^{\circ} 58' 18'' W.$; thence in a northeasterly direction approximately 8,200 feet to latitude $47^{\circ} 17' 12'' N.$, longitude $53^{\circ} 57' 25'' W.$; thence in a northwesterly

(*) Plans to these Forms of Leases not reproduced.

direction approximately 4,200 feet to the intersection of the shoreline with longitude $53^{\circ} 57' 58''$ W.; thence along the shoreline to the point of beginning, including therein the Peninsula of Argentia lying between Little Placentia Harbour and Placentia Bay, the entire site containing approximately 2,610 acres; there is reserved from the foregoing all those areas, contained within a right-of-way of the Newfoundland Railway, its wharf, property and station at Argentia, as may be mutually determined to be essential to the operation of the said Railway.

(2) Beginning at the intersection of The Boulevard, along the northwest shore of Quidi Vidi Lake, with the road approximately perpendicular thereto at the Rose residence known as Grove Farm Road; thence approximately 600 yards northwest along the road and its extension; thence generally north on an irregular line along, but not including, the southeast edge of the golf course; thence generally north to the junction of the White Hills Roads; thence southeast along the northernmost of these roads to The Boulevard; thence generally southwest to point of beginning.

(3) An area about 300 feet wide on the eastern boundary of the municipal park between The Boulevard and the shoreline of Quidi Vidi Lake, the two last above described areas containing approximately 160 acres.

(4) An area of approximately 700 feet by 1,400 feet on the crest of the White Hills about $\frac{1}{2}$ mile east of the White Hills Roads with a connecting strip about 60 feet wide across the property of Arthur Cooke.

(5) Beginning at a point on the shoreline of St. George's Bay eastward of the town of Stephenville and about 1,350 feet southeast of the small natural outlet of Blanche Brook, which outlet is about 16,000 feet northwest of Indian Head Light at the entrance of St. George's Harbour; thence north $50^{\circ} 30'$ east a distance of about 1,285 feet to a point on the west shoreline of Stephenville Pond at its northwest outlet; thence following the general westerly shoreline of Stephenville Pond northeasterly to a point on said shoreline which bears north $25^{\circ} 15'$ east and is approximately 3,700 feet from the last described point; thence north $7^{\circ} 45'$ east a distance of 1,970 feet to a point; thence north 47° west a distance of 4,220 feet to a point; thence south 43° west a distance of about 6,850 feet to the shoreline of St. George's Bay (this course touches the shoreline of Blanche Brook at a point about 900 feet northeast from St. George's Bay); thence southeasterly following the general shoreline of St. George's Bay for a distance of about 5,000 feet to the point of beginning.

(6) From a point at the intersection of the centre lines of Signal Hill Road and Middle Battery Road; thence south $44^{\circ} 17' 41.3''$ east along Middle Battery Road for a distance of 268.11 feet; thence south $54^{\circ} 9' 41.3''$ east along Middle Battery Road for a distance of 95.36 feet to the point which is the point of commencement; thence from the point of commencement south $18^{\circ} 39' 3''$ and west for a distance of 201.44 feet; thence south $12^{\circ} 4' 2''$ and west for a distance of 12 feet; thence along the north shoreline of St. John's Harbour southward and eastward for a distance of 1,025 feet; thence north $26^{\circ} 26' 47.57''$ east for a distance of 50 feet to the centre line of Middle Battery Road; thence along Middle Battery Road north $57^{\circ} 5' 32.43''$ west for a distance of 246.17 feet; thence north $85^{\circ} 57' 28.49''$ west for a distance of 182.86 feet; thence north $73^{\circ} 16' 50.1''$ west for a distance of 165.95 feet; thence north $55^{\circ} 29' 29.31''$ west for a distance of 243.87 feet; thence north $54^{\circ} 9' 41.3''$ west for a distance of 199.67 feet, to the point of commencement.

The exact metes and bounds of the property generally described in the Schedule hereto shall with all convenient speed be established by Survey conducted by the United States of America, and shall then be described and delineated in a document or documents and a plan or plans in duplicate, which, when agreed and signed on behalf of the parties hereto, shall supersede the description contained in the Schedule hereto and the plans annexed hereto. One

copy of each such document and plan shall be retained by the United States of America and the other shall be deposited with the Government of Newfoundland.

IN WITNESS WHEREOF

The Great Seal of the Island of Newfoundland has been affixed to these presents at St. John's in the Island aforesaid.

By His Excellency's Command.

Commissioner for Home Affairs.

And the United States of America has caused these presents to be executed on its behalf by the day and the year first above written.

EXCHANGE OF NOTES REGARDING NEWFOUNDLAND BETWEEN THE PRIME MINISTER OF THE UNITED KINGDOM AND THE UNITED STATES AMBASSADOR IN LONDON

Mr. Winston Churchill to Mr. Winant.

Foreign Office, March 27, 1941.

Your Excellency,

I have the honour to inform your Excellency that, in signing this day the Agreement concerning the lease of Bases, it is the intention of the Government of the United Kingdom of Great Britain and Northern Ireland that, upon the resumption by Newfoundland of the constitutional status held by it prior to the 16th February, 1934, the words "the Government of the United Kingdom," wherever they occur in relation to a provision applicable to Newfoundland in the said Agreement, shall be taken to mean, so far as Newfoundland is concerned, the Government of Newfoundland, and the Agreement shall then be construed accordingly.

2. If the Government of the United States agree to this interpretation, I would suggest that the present Note and your Excellency's reply to that effect be regarded as placing on record the understanding of the two Contracting Governments in this matter.

I have, etc.

WINSTON S. CHURCHILL

Mr. Winant to Mr. Winston Churchill.

*Embassy of the United States of America,
London, March 27, 1941.*

Your Excellency,

I have the honour to acknowledge receipt of your Excellency's Note of to-day's date, the terms of which are as follows:—

"Your Excellency,

"I have the honour to inform your Excellency that, in signing this day the Agreement concerning the lease of Bases, it is the intention of the Government of the United Kingdom of Great Britain and Northern Ireland that, upon the resumption by Newfoundland of the constitutional status held by it prior to the 16th February, 1934, the words 'the Government of the United Kingdom' wherever they occur in relation to a provision applicable to Newfoundland in the said Agreement, shall be taken to mean, so far as Newfoundland is concerned, the Government of Newfoundland, and the Agreement shall then be construed accordingly.

"2. If the Government of the United States agree to this interpretation, I would suggest that the present Note and your Excellency's reply to that effect be regarded as placing on record the understanding of the two Contracting Governments in this matter."



2. In reply, I have the honour to inform your Excellency that the Government of the United States accepts the interpretation of the Agreement concerning the lease of Bases signed this day as set forth in your Excellency's Note and, in accordance with the suggestion contained therein, your Excellency's Note and this reply will be regarded as placing on record the understanding between the two Contracting Governments in this matter.

I have, etc.

JOHN G. WINANT.

**PROTOCOL CONCERNING THE DEFENCE OF NEWFOUNDLAND
BETWEEN CANADA, THE UNITED KINGDOM AND THE
UNITED STATES OF AMERICA.**

PROTOCOL.

The undersigned plenipotentiaries of the Governments of Canada, the United Kingdom of Great Britain and Northern Ireland and the United States of America having been authorized by their respective Governments to clarify certain matters concerning the defence of Newfoundland arising out of the Agreement signed this day concerning the Bases leased to the United States, have drawn up and signed the following Protocol:—

1. It is recognised that the defence of Newfoundland is an integral feature of the Canadian scheme of defence, and as such is a matter of special concern to the Canadian Government, which has already assumed certain responsibilities for this defence.

2. It is agreed therefore that, in all powers which may be exercised and in such actions as may be taken under the Agreement for the use and operation of United States bases dated the 27th March, 1941, in respect of Newfoundland, Canadian interests in regard to defence will be fully respected.

3. Nothing in the Agreement shall affect arrangements relative to the defence of Newfoundland already made by the Governments of the United States and Canada in pursuance of recommendations submitted to those Governments by the Permanent Joint Board on Defence—United States and Canada.

4. It is further agreed that in all consultations concerning Newfoundland arising out of Articles I (4), II and XI (5) of the Agreement, or of any other Articles involving considerations of defence, the Canadian Government as well as the Government of Newfoundland will have the right to participate.

Done in triplicate, in London, the 27th day of March, 1941.

On behalf of the Government of Canada:

VINCENT MASSEY
L. W. MURRAY
L. B. PEARSON

On behalf of the Government of the United Kingdom of Great Britain and Northern Ireland:

WINSTON S. CHURCHILL
CRANBORNE
MOYNE

On behalf of the Government of the United States of America:

JOHN G. WINANT
CHARLES FAHY
HARRY J. MALONY
HAROLD BIESEMEIER