

ARTICLE IV

The Government of the Commonwealth of Australia agrees to use any war supplies delivered to it under this agreement in the joint and effective prosecution of the war.

ARTICLE V

The Government of the Commonwealth of Australia will not without the consent of the Government of Canada sell to any other Government or to persons in other countries war supplies delivered to it under this agreement.

ARTICLE VI

The Government of Canada will not require the Government of the Commonwealth of Australia to re-deliver to the Government of Canada any war supplies delivered under this agreement except as specifically provided in Articles VII and VIII and subject to any special agreement which may be concluded in the circumstances contemplated in Article IX.

ARTICLE VII

Title to any cargo ships delivered under this agreement will remain with the Government of Canada and the ships shall be chartered to the Government of the Commonwealth of Australia on terms providing for their re-delivery.

ARTICLE VIII

Upon the cessation of hostilities in any major theatre of war, any war supplies which have been transferred to the Government of the Commonwealth of Australia under this agreement and are still in Canada or in ocean transit shall revert to Canadian ownership, except those supplies destined for a theatre of war in which hostilities have not ceased or supplies made available for relief purposes or such other supplies as the Government of Canada may specify.

ARTICLE IX

The Government of Canada reserves the right to request:

(a) the delivery, after the cessation of hostilities in any theatre of war, for relief and rehabilitation purposes, to another United Nation or to an international organization, of automotive equipment supplied under this agreement;

(b) the transfer to Canadian forces serving outside Canada after the cessation of hostilities of vehicles, aircraft, ordnance or military equipment supplied under this agreement to the Government of the Commonwealth of Australia if such war supplies are required for the use of such Canadian forces and are not required by the Government of the Commonwealth of Australia for military operations; and

(c) the return to Canada after the war, if required in Canada for Canadian purposes, of aircraft and automotive equipment supplied under this agreement which may still be serviceable, due regard being had to the degree of wastage likely to have been suffered by these articles, provided that when the identity of such Canadian equipment has been lost as a result of pooling arrangements or for other reasons, the Government of the Commonwealth of Australia may substitute equipment of a similar type.

The Government of the Commonwealth of Australia agrees to use its best endeavours to meet any such requests on such reasonable terms and conditions as shall be settled in consultation with the Government of Canada.