

AGREEMENT BETWEEN CANADA AND CHINA ON THE PRINCIPLES  
APPLYING TO THE PROVISION BY CANADA OF CANADIAN  
WAR SUPPLIES TO CHINA UNDER THE WAR APPROPRIATION  
(UNITED NATIONS MUTUAL AID) ACT OF CANADA 1943.

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Signed at Ottawa, March 22, 1944.

TREATY SERIES, 1944

No. 9

AGREEMENT

BETWEEN

CANADA AND CHINA

ON THE PRINCIPLES

APPLYING TO THE PROVISION BY CANADA  
OF CANADIAN WAR SUPPLIES TO CHINA  
UNDER THE WAR APPROPRIATION  
(UNITED NATIONS MUTUAL AID)  
ACT OF CANADA, 1943

Signed at Ottawa, March 22, 1944

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In Force March 22, 1944



OTTAWA  
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,  
KING'S PRINTER AND CONTROLLER OF STATIONERY  
1948

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CANADA

EMISSIÃO PARA ENTREGA EM SEU SERVIÇO COMERCIAL  
 AERIANO PARA O TRANSPORTE DAS MARCHANDISES  
 COURRIER 1944, SÉRIE TREATY, AUX  
 LIGNES AÉRIENNES TRANS-CANADA

No. 9

Le présent accord a été conclu de part et d'autre de Son Excellence le Gouverneur en Chef de Terre-Neuve et Labrador et de la Commission des Utilités Publiques de Terre-Neuve et Labrador en date du 30 avril 1944.

Les Lignes Aériennes Trans-Canada sera autorisée par la présente à exploiter un service aérien régulier entre le territoire des Marchés du Nord-Ouest et des passages entre les aéroports de Terre-Neuve situés à St. John's et les aéroports

## AGREEMENT

La présente licence est octroyée en vertu d'un accord conclu entre le Gouvernement de Terre-Neuve et Labrador et la Commission des Utilités Publiques de Terre-Neuve et Labrador.

Lettre du Haut-Commissaire du Canada au Commissaire Intérimaire des Utilités Publiques de Terre-Neuve et Labrador en date du 7 février 1944.

Lettre du Commissaire Intérimaire des Utilités Publiques de Terre-Neuve et Labrador au Haut-Commissaire du Canada en date du 7 février 1944.

Lettre du Haut-Commissaire du Canada au Commissaire Intérimaire des Utilités Publiques de Terre-Neuve et Labrador en date du 7 février 1944.

Lettre du Commissaire Intérimaire des Utilités Publiques de Terre-Neuve et Labrador au Haut-Commissaire du Canada en date du 7 février 1944.

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Lettre du Haut-Commissaire du Canada au Commissaire Intérimaire des Utilités Publiques de Terre-Neuve et Labrador en date du 7 février 1944.

Lettre du Commissaire Intérimaire des Utilités Publiques de Terre-Neuve et Labrador au Haut-Commissaire du Canada en date du 7 février 1944.

Le Commissaire des Utilités Publiques

W. W. Woods.

In Force March 22, 1944

1944 mars 22





**AGREEMENT BETWEEN CANADA AND CHINA ON THE PRINCIPLES  
APPLYING TO THE PROVISION BY CANADA OF CANADIAN  
WAR SUPPLIES TO CHINA UNDER THE WAR APPROPRIATION  
(UNITED NATIONS MUTUAL AID) ACT OF CANADA 1943.**

*Signed at Ottawa, March 22, 1944*

Whereas Canada and China are associated in the present war, and  
Whereas it is desirable that war supplies should be distributed among the  
United Nations in accordance with strategic needs of the war and in such  
manner as to contribute most effectively to the winning of the war and the  
establishment of peace, and

Whereas it is expedient that the conditions upon which such war supplies  
are made available by one United Nation to another should not be such as to  
burden post-war commerce, or lead to the imposition of trade restrictions or  
otherwise prejudice a just and enduring peace, and

Whereas the Governments of Canada and China are mutually desirous of  
concluding an agreement in regard to the conditions upon which Canadian war  
supplies will be made available to China,

The Undersigned, being duly authorized by their respective Governments  
for the purpose, have agreed as follows:

**ARTICLE I**

The Government of Canada will make available under the War Appropria-  
tion (United Nations Mutual Aid) Act of Canada, 1943, to the National Govern-  
ment of the Republic of China such war supplies as the Government of Canada  
shall authorize from time to time to be provided.

**ARTICLE II**

The National Government of the Republic of China will continue to con-  
tribute to the defence of Canada and the strenghtening thereof and will provide  
such articles, services, facilities or information as it may be in a position to  
supply and as may from time to time be determined by common agreement in  
the light of the development of the war.

**ARTICLE III**

The National Government of the Republic of China will, in support of  
any applications to the Government of Canada for the provision of war supplies  
under this agreement, furnish the Government of Canada with such relevant  
information as the Government of Canada may require for the purpose of deciding  
upon the applications and for executing the purposes of this agreement.

**ARTICLE IV**

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

**ARTICLE V**

The National Government of the Republic of China 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 National Government of the Republic of China 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 National Government of the Republic of China 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 National Government of the Republic of China 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 National Government of the Republic of China if such war supplies are required for the use of such Canadian forces and are not required by the National Government of the Republic of China for military operations; and

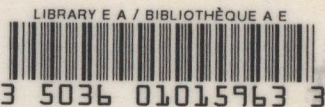
(c) The return to Canada after the war, if required in Canada for Canadian purposes, of aircraft and automotive equipment supplied under this agreement which may still be serviceable, due regard being had to the degree of wastage likely to have been suffered by these articles, provided that when the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

The National Government of the Republic of China 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.

## ARTICLE X

The Governments of Canada and China re-affirm their desire to promote mutually advantageous economic relations between their countries and throughout the world. They declare that their guiding purposes include the adoption of measures designed to promote employment, the production and consumption of goods, and the expansion of commerce through appropriate international agreements on commercial policy, with the object of contributing to the attainment of all the economic objectives set forth in the Declaration of August 14th, 1941, known as the Atlantic Charter.





ARTICLE XI

This agreement will take effect as from this day's date. It shall apply to war supplies furnished to the National Government of the Republic of China by the Government of Canada under the authority of the War Appropriation (United Nations Mutual Aid) Act of Canada, 1943, or substituted Act, including supplies furnished under the said Act before the conclusion of this agreement. It shall continue in force until a date to be agreed upon by the two Governments.

Dated at Ottawa, this 22nd day of March, nineteen hundred and forty-four.

*Signed for and on behalf of the  
Government of Canada:*

W. L. MACKENZIE KING,  
C. D. HOWE.

*Signed for and on behalf of the National  
Government of the Republic of China:*

LIU SHIH SHUN.

LES PRINCIPES APPLICABLES À LA PRESTA-  
TION PAR LE CANADA À LA CHINE DE FOUR-  
NITURES DE GUERRE CANADIENNES EN  
VERTU DE LA LOI DU CANADA DE  
1943 SUR LES CRÉDITS DE GUERRE  
(AIDE MUTUELLE DES  
NATIONS UNIES)

Signé à Ottawa, le 22 mars 1944

En vigueur le 22 mars 1944



OTTAWA  
EDMOND CLOUTIER, C.M.A., P.C.  
MINISTRE DU ROI ET GOUVERNEUR EN CHEF

