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中加關於加拿大依照一九四三年加拿大戰爭撥款（聯合國互助）法案以加拿大戰爭供應品供給中國所適用之原則之協定

（中華民國三十三年三月二十二日簽字）  
（中華民國三十三年三月二十二日生效）

中華民國國民政府外交部編印

# 加國關於加拿大依照一九四三年加拿大戰爭撥款（聯合國互助）法案以加拿大戰爭供應品供給中國所適用之原則之協定

## 譯 文

鑒於中國及加拿大在現時之戰爭內，係聯合作戰；又

鑒於戰爭供應品應切合戰略之需要，並以最有利於取得勝利及建立和平之方式，分配與各聯合國；又

鑒於由一聯合國向另一聯合國所為戰爭供應品之供應，不宜加重戰後商務之負擔，亦不宜引起貿易限制，或於公正持久之和平，另有損害；又

鑒於中國政府與加拿大政府均願就加拿大以戰爭供應品供給中國之條件，成立協定；

為此，左列簽署人，經由各本國政府合法授權，議定條款如左：

## 第 一 條

加拿大政府將依照一九四三年加拿大戰爭撥款（聯合國互助）法案，以加拿大政府所應隨時授權供應之戰爭供應品，供給中華民國國民政府。

## 第二條

中華民國國民政府對於加拿大之防衛及該防衛之加強，將繼續予以協助，並將以其所能供應及視戰爭發展情形隨時協議之物品、服務、便利及情報，供給加拿大政府。

## 第三條

中華民國國民政府向加拿大政府要求供給戰爭供應品時，為支持其要求起見，將以加拿大政府為核定該項要求及為執行本協定而需要之有關情報，供給加拿大政府。

## 第四條

中華民國國民政府同意：凡依照本協定所交與中國之任何戰爭供應品，均用於共同及有效之作戰。

## 第五條

中華民國國民政府非經加拿大政府之同意，不得將依照本協定所交與之戰爭供應品售與任何他國政府或在他國之人民。

## 第六條

加拿大政府將不向中國政府要求交還其依照本協定所交與之任何戰爭供應品；但第七條及第八條另有規定者，不在此限，並須依照第九條所指情況下而締結之任何特殊協定辦理。

## 第七條

凡依照本協定所交與之貨船，其所有權仍屬於加拿大政府，中華民國國民政府應依照關於該項貨船之交還所規定之條件租用之。

## 第八條

凡在任何主要戰區戰爭停止之後，任何戰爭供應品雖已依照本協定移轉於中華民國國民政府，但仍在加拿大境內或仍在海運途中者，應歸還加拿大所有；但供應品之係供戰事尚未停止之戰區之用者，另供救濟之用者，或由加拿大政府指定另供他用者，不在此限。

## 第九條

加拿大政府保留向中華民國國民政府提出左列要求之權

（甲）在任何戰區戰事停止之後，爲救濟及善後目的，將依照本協定所供應之動力裝備，交付與另一聯合國或一國際組

織；

四

(乙) 凡依照本協定所供應中華民國國民政府之車輛、航空器、軍需品或軍事裝備，如爲駐在國外之加拿大軍隊所需，而非爲中華民國國民政府在軍事行動上所需者，在戰爭停止之後，將其移轉於該加拿大軍隊；

(丙) 凡依照本協定所供應之航空器及動力裝備，如經損及其損耗程度後仍可使用而爲加拿大本國用途在其國內所需要者，於戰後將其返還加拿大。但此項加拿大裝備由於混合使用或其他原因而無法辨認時，中華民國國民政府得以類似之裝備替代之。

中華民國國民政府同意：依照經與加拿大政府協商之合理條件，對於任何該項要求，盡力予以滿足。

## 第十條

中國政府與加拿大政府重申其對兩國間及在全世界之互利之經濟關係，予以增進之願望。兩國政府聲明：其主要目的，包括採取各種措施，以增進就業與貨物之生產及消費，並經由關於貿易政策之適當國際協定，促進商業之發展，期於一九四一年八月十四日宣言即通稱大西洋憲章所列之一切經濟目標之達成，有所貢獻。

## 第十一條

本協定自本日起生效。本協定應適用於加拿大政府依照一九四三年加拿大戰爭撥款（聯合國互助）法案或其替代法案

所供給中華民國國民政府之戰爭供應品，包括依照該法案而在締結本協定以前所已供給之供應品。本協定應繼續有效，直至兩國政府所議定之日期爲止。

公曆一九四四年三月二十二日於奧太瓦。

代表中華民國國民政府簽字

劉師舜

代表加拿大政府簽字

麥堅齊  
胡維

**SINO-CANADIAN AGREEMENT 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**

Whereas China and Canada 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 China and Canada 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 Appropriation (United Nations Mutual Aid) Act of Canada, 1943, to the National Government 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 contribute to the defence of Canada and the strengthening 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 China and Canada 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 National Government  
of the Republic of China      LIU Shih Shun

Signed for and on behalf of  
the Government of Canada      W.L. Mackenzie KING  
C.D. HOWE

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