



白皮書第九十七號（三十七年一月）

中
英
空
中
運
輸
協
定

（中華民國三十六年七月二十三日簽字
中華民國三十六年七月二十三日生效）

中華民國國民政府外交部編印

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中 華 民 國 政 府 與 大 不 列 顛 及 北 愛 爾 蘭 聯 合 王 國 政 府 間 空 中 運 輸 協 定

中 華 民 國 兩 國 政 府 為 儘 速 在 彼 此 領 土 間 設 立 空 運 業 務 之 目 的 ， 願 訂 立 本 協 定 ， 議 定 條 款 如 左 ；

第 一 條

締 約 此 方 給 予 彼 方 在 本 協 定 附 件 中 所 規 定 旨 在 設 立 該 附 件 所 稱 空 運 業 務 (此 後 簡 稱 「 同 意 之 業 務 」) 之 權 利 。

第 二 條

(一) 同 意 之 業 務 立 即 開 辦 ， 抑 或 日 後 開 辦 ， 悉 由 接 受 權 利 之 締 約 一 方 任 意 抉 擇 ， 但 其 開 辦 不 得 在 (甲) 接 受 權 利 之 締 約 一 方 ， 未 經 指 定 一 航 空 組 織 或 數 航 空 組 織 經 營 規 定 之 各 該 航 線 以 前 ； 亦 不 得 在 (乙) 給 予 權 利 之 締 約 一 方 ， 未 經 對 各 該 有 關 航 空 組 織 給 予 適 當 之 營 業 許 可 以 前 (在 不 違 背 本 條 第 二 款 及 第 七 條 之 規 定 下 ， 此 項 營 業 許 可 應 儘 速 給 予) 。 又 在 戰 事 或 軍 事 佔 領 區 域 內 ， 或 受 其 影 響 之 區 域 內 ， 此 項 開 辦 ， 須 經 主 管 軍 事 官 廳 之 核 准 。

(二) 經 指 定 之 每 一 航 空 組 織 ， 於 獲 許 從 事 本 協 定 所 規 定 之 營 業 以 前 ， 得 由 給 予 權 利 之 締 約 一 方 主 管 航 空 官 廳 ， 令 其 依



照該官廳通常適用於商業航空組織營業方面之法律規章，陳明其資格。

第三條

締約此方所指定之航空組織於經營同意之業務時，對於締約他方指定之航空組織之利益，應予顧及，務使締約他方在同一航線上所供應之業務，不致蒙受不當影響。

第四條

(一) 締約此方對於締約彼方所指定之各航空組織所得徵課或准予徵課關於航空站及其他設備之使用之費用，務須公允與合理；且不得高於其本國籍航空器於從事類似國際空運業務時關於此項航空站及設備之使用所須繳納之費用。

(二) 締約此方，或締約此方之代表，或締約此方所指定之航空組織，向締約彼方領土所輸入或在其航空器上所攜帶之燃料，滑潤油及配件，而專為供締約此方航空器使用者，關於締約彼方對其所徵課之關稅、檢查費或其他費用，應給予不低於對從事國際空運之本國航空組織或最惠國航空組織所給予之待遇。

(三) 凡經營同意之業務之航空器及留在此項航空器內之燃料、滑潤油、配件、經常設備及航空器材之供應品，在締約彼方領土內，縱使該項供應品係該項航空器在該締約彼方領土內所使用者，仍應免繳關稅、檢查費或類似之稅費。

第五條

締約此方所發給或確認為有效及現仍有效之適航證書、勝任證書及執照，締約彼方為經營同意之業務之目的，應承認其為有效；但締約此方得就其領土上之飛行，保留拒絕承認締約彼方或任何其他國家對該締約此方之國民所發給之勝任證書及執照之權利。

第六條

(一) 締約此方關於從事國際航空之航空器之進入或離去其領土，或關於此項航空器之在其領土內經營及飛航之法律規章，應不分國籍，對於締約彼方之航空器亦予適用；並應由該項航空器於其進入、離去或留在該締約此方領土時遵守之。

(二) 締約此方關於航空器內乘客、航員或載貨進入或離去其領土之法律規章（例如關於入境、報關、移民、護照及檢疫之規章），應於締約彼方指定之各航空組織之航空器所載乘客、航員或載貨留在締約此方領土時，適用於該項乘客、航員或載貨。

第七條

締約此方遇有締約彼方所指定之航空組織，不以其主要所有權及有效管理權歸諸締約任何一方之國民，或該航空組織不遵守本協定第六條所指之法律規章，或不履行依本協定及其附件而給予權利之條件時，則締約此方保留停止或取消締約彼方指定之航空組織行使在本協定附件中所規定之權利。

第八條

本協定應送交一千九百四十四年十二月七日在芝加哥簽訂之國際民用航空臨時協定所成立之國際民用航空臨時組織或其接替組織登記。

第九條

(一) 締約雙方同意：在雙方航空官廳間應進行經常之協商，並在本協定及其附件所載原則及所載條款之補充辦法之遵守方面，藉此保持密切之合作。

(二) 如締約任何一方認為宜於修正本協定附件之條款，得請由締約雙方航空官廳進行協商，此項協商應自請求之日起六十日之期間內開始。如此項官廳同意附件之修正時，則此項修正應俟雙方經由外交途徑換文證實後始發生效力。

第十條

除本協定或其附件中另有規定外，締約雙方間如有關於本協定或其附件之解釋或適用上之任何爭執，而不能經由協商予以解決者，應交由國際民用航空臨時組織臨時理事會（依一千九百四十四年十二月七日在芝加哥所簽訂之國際民用航空臨時協定第三條第六款（八）之規定）或其接替組織提出諮詢報告書，但如締約雙方同意將爭執交基於締約雙方協議所派組之公斷法庭或其他之人或機關解決者，不在此限。締約雙方擔任遵守此項公斷裁定。

第十一條

由締約雙方所接受之普遍多邊航空公約如已發生效力，本協定應予修正，俾與此項公約之規定相符合。

第十二條

除在文義上須另作解釋外，本協定及其附件所載左列用語之意義如左：

（甲）「航空官廳」一詞，在中華民國方面，指目前之交通部部長及有權執行該部長現所行使之任何職務或類似職務之任何人或機關。在聯合王國方面，指目前之民用航空部部長及有權執行該部長現所行使之任何職務或類似職務之任何人或機關。

（乙）「指定之航空組織」一詞，指締約此方航空官廳對締約彼方航空官廳以書面通知其為依本協定第二條所指定之航

空組織以從事於此項通知中所規定航線之空運事業。

(丙)「領土」一詞，具有一千九百四十四年十二月七日在芝加哥所簽訂之國際民用航空公約第二條所確定之意義。

(丁)一千九百四十四年十二月七日在芝加哥所簽訂之國際民用航空公約第九十六條(甲)、(乙)及(丁)各項中所包含之定義，應予適用。

(戊)「接替組織」一詞，指於上述(丁)項所指之公約發生效力時而替代國際民用航空臨時組織之組織。

(己)「運量」一詞，指在任何特定期間，從事於各航線之經營之航空器內足資應用之乘客座位、貨物及郵件容量之總額。

第十三條

(一)本協定於四年期間內應繼續有效，但如依照下述所規定之手續，予以提前終止或經由外交途徑雙方換文予以延長時，不在此限。

(二)締約任何一方如願終止本協定，得於任何時間通知他方，如已通知，則本協定應於締約他方接到此項通知之日後十二個月終止，但如於此項期間屆滿前，同意將關於終止之通知予以撤回時，不在此限。

(三)前項關於終止之通知，應同時送達國際民用航空臨時組織或其接替組織。如締約他方並未聲明接到此項關於終止

之通知，則於國際民用航空臨時組織或其接替組織接到通知後十四日，應認為該項關於終止之通知業已由締約他方所接到。

第十四條

本協定應自簽署之日起發生效力。

下列簽字代表各由其本國政府依法授權，爰於本協定簽字蓋印，以昭信守。

本協定用中文及英文各繕兩份，中文本及英文本同一作準。

中華民國卅六年七月廿三日
公曆一千九百四十七年七月廿三日
訂於南京

中 華 民 國 政 府 王 世 杰 (簽 字)

大不列顛及北愛爾蘭聯合王國政府 施 諦 文 (簽 字)

附件

一、

聯合王國政府對於中華民國政府所指定之一航空組織或數航空組織，給予在附表（一）所規定前往或通過聯合王國領土內各地點之航線上經營空運業務之權利，但此項航程所採取之方式，在其啓程站與終點站之間，應爲一合理之直線。

二、

中華民國政府對於聯合王國政府所指定之一航空組織或數航空組織，給予在附表（二）所規定前往或通過中國領土內各地點之航線上經營空運業務之權利，但此項航程所採取之方式，在其啓程站與終點站之間，應爲一合理之直線。

三、

爲經營同意之業務之目的，並依照本協定及其附件所規定之條件，締約此方所指定之航空組織在締約彼方領土內應給予其下列各項權利：

（甲）過境權及在爲國際空運業務所指定之水陸機場或另由締約雙方隨時商定之水陸機場作非營業性之降落權（包括輔助設備之使用）；

(乙) 遇緊急時在任何適宜之水陸機場之避難權；

(丙) 在本附件附表內所規定各地點載運國際客、貨、郵件之商業性入境及出境之權，包括裝卸運往或來自第三國之國際客、貨、郵件之權。

四、

締約雙方同意上述權利之行使，應遵守下列各項原則：

(甲) 所供給之運量，應與營業需要，維持密切之關係。

(乙) 締約雙方航空組織應有公允平等之機會，以經營附表中所規定之各航線。

(丙) 指定之航空組織，依照本協定及其附件所經營之業務，其運量之供給，應以充分適應業經指定此項航空組織之國家與運輸最後終點之國家間之營業需要爲其主要目的。

(丁) 在附表(一)及附表(二)所規定之航線上之一地點或數地點，裝卸運往或來自第三國之國際客、貨、郵件權利之行使，應依照締約雙方政府所承認之循序發展之普通原則，並應遵守關於運量須與下列各項相關之原則：

一、出發地之國家與終點地之各國間之運輸需要；

二、經營直達航線之需要；及

三、航線所經地區之運輸需要，並應顧及其地方性及區域性業務。

(戊) 締約雙方航空官廳，經任何一方之請求，應會同協商，決定締約雙方所指定之航空組織是否遵守上述各項原則。

(己) 如於運輸進程中，使用與在原來同一航線上較早階段大小不同之航空器（以後簡稱「機種之變換」），為經營上之經濟理由所許可，而此項機種之變換，不論係由締約此方航空組織在其領土內，或在締約彼方領土內終點站方面之任何地點所實行，則小型航空器，僅與業已自締約此方領土內啓程站出發之大型航空器相銜接後，始得飛行。小型航空器於大型航空器尚未到達以前，通常不得離開機種變換地點，並應以裝載已搭大型航空器飛經中華民國領土或聯合王國領土之乘客，前往彼等最後終點站為主要目的。小型航空器之運量，首應比照大型航空器通常所需繼續裝載之運輸額而決定之。小型航空器中之空位，在不妨害地方性營業之情形下，得裝載來自中華民國領土或聯合王國領土之乘客，但不得經營內空貿易；於回程中，亦應適用本附款所規定之原則，大型航空器於小型航空器尚未到達以前，通常亦不得離開機種變換地點。

(庚) 本附件內所指各航空組織所徵收之客、貨運率，首應由此項航空組織議定之，並應與經營同一航線或其中任何一段之其他航空組織會商。經此議定之任何運率，應呈經締約雙方政府核准。如各航空組織意見不同，締約雙方政府應設法成立協議。如締約雙方政府仍不能成立協議，應即依照本協定第十條之規定，將爭執事件提付公斷。

(辛)凡按照上述(庚)項所議定之運率，應依合理之準則，並顧及一切有關因素，包括經濟之經營、合理利潤、業務特點之差異(包括速度及設備之標準)，以及該航線上其他任何航空組織所徵收之運率等項訂定之。

附表 (一)

中華民國航空組織獲准經營之航線

(在來回航程中關於非營業性之降落站從略)

航線號數	啓程站 (下列任何一個或一個以上地點)	中間站 (下列任何一個或一個以上地點)	在聯合王國境內之終點站 (下列任何一個或一個以上地點)	終點站以外地點 (下列任何一個或一個以上地點)
1	昆明 廣州 上海 天津 ——	(甲) 東京 千島列島 阿留申羣島 阿拉斯加 美國各地點 加拿大各地點 紐芬蘭 賴安那 (乙) 香港 馬尼刺 關島 威克島 檀香山 美國各地點 加拿大各地點 紐芬蘭 賴安那	普倫 勒斯威克 倫敦 ——	——

附 表 (一) (續)

2	<p>明州海津 —— 昆廣上天</p>	<p>香港 法屬越南各地點 暹羅各地點 緬甸各地點 印度各地點 巴林 伊拉克各地點 呂達 北非洲各地點 法國各地點</p>	<p>倫敦 普勒斯威克 ——</p>	<p>賴安那 紐芬蘭 加拿大各地點 美國各地點 ——</p>
3	<p>明州海津 —— 昆廣上天</p>	<p>香港 法屬越南各地點 暹羅各地點 緬甸各地點</p>	<p>——</p>	<p>加爾各答 ——</p>
4	<p>明州海津 —— 昆廣上天</p>	<p>香港 法屬越南各地點 暹羅各地點 ——</p>	<p>檳榔嶼 新加坡 古晉 ——</p>	<p>荷屬東印度各地點 ——</p>
5	<p>明州海津 —— 昆廣上天</p>	<p>香港 馬尼刺 ——</p>	<p>亞庇 納布安 ——</p>	<p>荷屬東印度各地點 澳大利亞各地點</p>

附表 (一) (續)

6	廣 州	—	香 港	—
7	上 海 —	福 州 廈 門 汕 頭	香 港 —	—

附表 (二)

聯合王國航空組織獲准經營之航線

(在來回航程中關於非營業性之降落站從略)

航線號數	啓程站 (下列任何一個或一個以上地點)	中間站 (下列任何一個或一個以上地點)	中國境內之終點站 (下列任何一個或一個以上地點)	終點站以外地點 (下列任何一個或一個以上地點)
1	倫敦 —	歐洲各地點 北非洲各地點 小亞細亞各地點 印度各地點 緬甸各地點 暹羅各地點 法屬越南各地點 香港	昆明 廣上 — 明州 海	東京及以外地點 —
2	倫敦 —	歐洲各地點 北非洲各地點 小亞細亞各地點 印度各地點 緬甸各地點 暹羅各地點 法屬越南各地點 香港	昆明 廣上 — 明州 海 天津	—

附表 (二) (續)

★3	香 港 —	馬尼刺 婆羅洲各地點 薩刺瓦克各地點 新加坡 檳榔嶼 暹羅各地點 法屬越南各地點	—	香港 —
4	新 加 坡 檳 榔 嶼 —	暹羅各地點 法屬越南各地點 香港	廣州 上海 天津	—
5	新 加 坡 —	古晉 婆羅洲各地點 馬尼刺 香港	廣州 上海 天津 —	—
6	香 港	—	廣州	—
7	香 港	—	上海	—

★ 在第三號航線上概不涉及在中國境內之營業權利。

換文

一、(甲)英國駐華大使施諦文爵士致中國外交部部長王世杰博士照會

查中華民國政府與聯合王國陛下政府間本日所簽訂之空中運輸協定，於其進行談判期間，英國代表團曾促請中國代表團注意中華民國現行「修正進出口貿易暫行辦法」對於該協定第四條第二款所能發生之影響。

英國代表團曾指出，此項「修正進出口貿易暫行辦法」，可能阻礙，並在某種情形下，可能禁止，依本協定所規定英國空運業務經營方面所必需之各項設備輸入中國。現英國指定之有關航空組織，正擬在至少若干航線業務上使用飛船，此節尤受該項辦法之影響。

故英國航空組織關於「修正進出口貿易暫行辦法」方面，願能獲得下列之待遇或特許：

(甲)對於英國航空組織應給予不低於對中國指定之航空組織或最惠國之航空組織所給予之待遇。

(乙)如根據上述待遇，亦不准必需設備之輸入時，應請特許英國指定之航空組織或其代理機構隨時輸入其認為不論在正常或緊急降落之水陸機場負責經營空運業務安全上及效率上所必需之設備。

隨照附上空運設備單一件；此單不能視為完備無遺，蓋因所需之設備，將隨業務之進展而變更也。

英國航空組織願予保證：上述各項特許輸入之設備，如在英國空運業務上不復需要時，應由該組織再運出口，或依照當時施行之任何輸入規章所規定之正當手續處理之。

本大使擬懇

貴部長惠予協助，俾英國指定之航空組織得獲准上列各項便利，並請以本照會及貴部長之復照，構成換文，與本日簽訂之空運協定同時生效。

本大使順向

貴部長重表敬意。

此致

中華民國外交部部長王世杰博士閣下

公曆一千九百四十七年七月二十三日於南京

附空運設備單乙件

施諦文 (簽字)

附件：空運設備單

(甲)、船類

摩托與其他船艇及其完全配件及靠岸纜車。

(乙)、碇泊類

航空器之浮標，船艇浮標，發光指示道浮標，小艇與浮物，鏈條與接件，金屬線，鐵錨與沉錘，浮碼頭與飛船船塢及其完全配件，及以上各件所需之裝卸設備。

(丙)、電氣類

發電機與蓄電池，探照燈，洪光燈，報警燈與工作燈，及以上各件所必需之電線，爲控制降落區或其附近航空器及各種船艇之用及在降落區供應航空輔助設備之用之無線電機與配件，及以上各件所需之電氣工具與輔助設備。

(丁)、摩托車類

大客車，站車，運貨車，小客車，行李車，機器腳踏車。

(戊)、備件及維修類

整套與零星配件，維修設備，測驗設備，及上列(甲)、(乙)、(丙)、(丁)所需普通備件及材料。

(己)、煙火類

凡利發光信號，凡利信號槍及其他配件。

(庚)、燃料油類

上列(丙)、(丁)、所需之燃料及滑潤油。

(辛)、專用文具類

印刷表格，票證，廣告，標貼及其他。

(壬)、職員裝具類

制服與制服材料，辦公用具。

一、(乙)中國外交部部長王世杰博士覆英國駐華大使施諦文爵士照會

接准

貴大使本日照會內開：

「查中華民國政府與聯合王國陛下政府間本日所簽訂之空中運輸協定，於其進行談判期間，英國代表團曾促請中國代表團注意中華民國現行「修正進出口貿易暫行辦法」對於該協定第四條第二款所能發生之影響。

英國代表團曾指出，此項「修正進出口貿易暫行辦法」，可能阻礙，並在某種情形下，可能禁止，依本協定所規定英國空運業務經營方面所必需之各項設備輸入中國。現英國指定之有關航空組織，正擬在至少若干航線業務上使用飛船，此節尤受該項辦法之影響。

故英國航空組織關於「修正進出口貿易暫行辦法」方面，願能獲得下列之待遇或特許：

(甲)對於英國航空組織應給予不低於對中國指定之航空組織或最惠國之航空組織所給予之待遇。

(乙)如根據上述待遇，亦不准必需設備之輸入時，應請特許英國指定之航空組織或其代理機構隨時輸入其認為不論在正常或緊急降落之水陸機場負責經營空運業務安全上及效率上所必需之設備。

隨照附上空運設備單一件；此單不能視為完備無遺，蓋因所需之設備，將隨業務之進展而變更也。

英國航空組織願予保證：上述各項特許輸入之設備，如在英國空運業務上不復需要時，應由該組織再運出口，或依照當時施行之任何輸入規章所規定之正當手續處理之。

本大使擬懇

貴部長惠予協助，俾英國指定之航空組織得獲准上列各項便利，並請以本照會及

貴部長之復照，構成換文，與本日簽訂之空運協定同時生效。』

等由，查

貴大使來照所建議關於各項便利之給予，中華民國政府在原則上可予同意。但爲享受各該項便利起見，英國指定之航空組織，應將其擬予輸入之上述設備，開列清單，呈送交通部民用航空局，先行核准，俾該局得據以證明該項設備係屬於本換文範圍之內者。准照前由，相應照復

查照爲荷。

本部長順向

貴大使重表敬意。

此致

英王陛下駐華大使施諦文爵士閣下

中華民國三十六年七月二十三日於南京

王世杰
(簽字)

二、(甲)英國駐華大使施諦文爵士致中國外交部部長王世杰博士照會

關於依照本日所簽訂之中英空中運輸協定附件第三節之規定，爲非營業之目的，需要使用下列各地點之陸地機場一節，本大使擬懇

閣下惠予協助，俾獲允准：

海口、

廈門、

青島。

在非常情形下，爲非營業之目的，亦須使用汕頭及福州之陸地機場，俾於準備航行計劃時，得以顧及萬一廈門之陸地機場業已關閉，或飛往香港或上海之航空器一經察覺該器已不能在正擬飛往之陸地機場上降落，即可使用上述陸地機場。

當最近雙方進行談判期間，業經聲明依照本協定經指定之英國航空組織，至少其中之一將使用飛船。本大使茲乘此機會照達

閣下，此項飛船依照本協定所獲商業性入境權利，擬在上海行使。但依照附件第三節，此項航空器爲非營業之目的，並請允准得使用下列各地點之水上機場：

廣州灣、

汕頭、

金門島、

溫州。

此項地點通常僅遇緊急時始使用之，特別在颶風發生時，則爲安全計，實有降落之必要，並爲此目的，亦須在此項地點安置與使用若干特殊之設備。而在非常情形下，一如本照會第二段所敘述之情形然，瑯琊灣水上機場之緊急使用，亦屬必要，惟在該地點並不需要特殊之設備。

如荷

閣下保證一經轉知有關官廳後，即可允准依照本協定之條款及條件，在本照會所特定之地點，行使上述權利，至深感幸。

本大使順向

貴部長重表敬意。

此致

中華民國外交部部長王世杰博士閣下

公曆一千九百四十七年七月二十三日於南京

施諦文
(簽字)

二、(乙)中國外交部部長王世杰博士覆英國駐華大使施諦文爵士照會

接准

貴大使本日照會內開：

「關於依照本日所簽訂之中英空中運輸協定附件第三節之規定，爲非營業之目的，需要使用下列各地點之陸地機場一節，本大使擬懇

閣下惠予協助，俾獲允准：

海口、

廈門、

青島。

在非常情形下，爲非營業之目的，亦須使用汕頭及福州之陸地機場，俾於準備航行計劃時，得以顧及萬一廈門之陸地機場業已關閉，或飛往香港或上海之航空器一經察覺該器已不能在正擬飛往之陸地機場上降落，即可使用上述陸地機場。

當最近雙方進行談判期間，業經聲明依照本協定經指定之英國航空組織，至少其中之一將使用飛船。本大使茲乘

此機會照達

閣下，此項飛船依照本協定所獲商業性入境權利，擬在上海行使。但依照附件第三節，此項航空器爲非營業之目的，並請允准得使用下列各地點之水上機場：

廣州灣、

汕頭、

金門島、

溫州。

此項地點通常僅遇緊急時始使用之，特別在颶風發生時，則爲安全計，實有降落之必要，並爲此目的，亦須在此項地點安置與使用若干特殊之設備。而在非常情形下，一如本照會第二段所敘述之情形然，瑯琊灣水上機場之緊急使用，亦屬必要，惟在該地點並不需要特殊之設備。

如荷

閣下保證一經轉知有關官廳後，即可允准依照本協定之條款及條件，在本照會所特定之地點，行使上述權利，至深感幸。L

等由。查依照中英空中運輸協定之規定，在上開照會第一段內所列陸地機場之使用，中華民國政府原則上可予同意。但依照本協定第二條第一款最後一句之規定要求使用青島機場一節，目前款難照允。如英王陛下政府日後再提出關於青島機場之使用問題時，則對給予此項允准之可能性，將予同情之考慮。

中華民國政府對於英國指定之航空組織，得在若干航線上使用飛船，並得依照協定條款，以該項航空器在上海行使商業性入境之權利，及對於上開照會第三段中所指各地點於緊急時必需使用各節，業經閱悉。中國政府同意依照中英空中運輸協定所載各規定之該項使用，及英國指定之航空組織在各該處安置與運用必需之特殊設備，但該項設備應在民用航空局監督之下運用之，該局並應經常爲關於飛船航空器使用各該降落地區之管理官廳。

如中華民國政府就

貴大使來照第三段內所列舉之任何水上機場，擬撤回其聽由英國指定之航空組織使用之允准時，中華民國政府應將其撤回該項允准之意旨，於三個月前通知聯合王國政府，並應設法另行指定其他地點，以代替撤回允准之水上機場。

如該項撤回爲國防安全所必需時，前段所規定關於三個月前預先通知之條件，應不適用。准照前由，相應照復查照爲荷。

本部長順向

貴大使重表敬意。

此致

英王陛下駐華大使施諦文爵士閣下

中華民國三十六年七月二十三日於南京

王世杰 (簽字)

三、(甲)英國駐華大使施諦文爵士致中國外交部部長王世杰博士照會

關於本日在南京簽訂之中華民國政府與聯合王國陛下政府間之空中運輸協定，本大使茲謹聲述：聯合王國陛下政府頃了解，中華民國政府同意給予聯合王國在香港澳門間經營定期國際空運業務之航空組織，以飛越、並遇緊急時爲非營業性之目的，降落於該兩地點間之中國領土(包括領水)之權。

本大使即懇

閣下惠予證實，此項了解亦即中華民國政府之了解。

本大使順向

貴部長重表敬意。

此致

中華民國外交部部長王世杰博士閣下

公曆一千九百四十七年七月二十三日於南京

施諦文 (簽字)

三、(乙)中國外交部部長王世杰博士覆英國駐華大使施諦文爵士照會

接准

貴大使本日照會內開：

「關於本日在南京簽訂之中華民國政府與聯合王國陛下政府間之空中運輸協定，本大使茲謹聲述：聯合王國陛下政府頃了解，中華民國政府同意給予聯合王國在香港澳門間經營定期國際空運業務之航空組織，以飛越、並遇緊急時爲非營業性之目的，降落於該兩地點間之中國領土(包括領水)之權。

本大使即懇

閣下惠予證實，此項了解亦即中華民國政府之了解。」

等由，本部長茲謹證實：

貴大使上述來照內所記錄之聯合王國陛下政府之了解，亦即中華民國政府之了解。

本部長頌向

貴大使重表敬意。

此致

英王陛下駐華大使施諦文爵士閣下

中華民國二十六年七月二十三日於南京

王世杰 (簽字)

AIR TRANSPORT AGREEMENT BETWEEN THE
GOVERNMENT OF THE REPUBLIC OF CHINA
AND THE GOVERNMENT OF THE UNITED
KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND

The Government of the Republic of China and the Government of the United Kingdom of Great Britain and Northern Ireland:—

Desiring to conclude an Agreement for the purpose of establishing air services as soon as possible between their respective territories have agreed as follows:—

ARTICLE 1.

Each Contracting Party grants to the other the rights specified in the Annex to this Agreement for the purpose of the establishment of the air services therein described (hereinafter referred to as the “agreed services”).

ARTICLE 2.

(1) The agreed services may be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted, but not before (a) the Contracting Party to whom the rights are granted has designated an airline or airlines for the specified route or routes; and (b) the Contracting Party granting the rights has given the appropriate operating permission to the airline or airlines concerned, (which subject to the provisions of paragraph (2) of this Article and of Article 7 it shall do as soon as possible); provided that in areas of hostilities or of military occupation, or in areas affected thereby, such inauguration shall be subject to the approval of the competent military authorities.

(2) Every designated airline, before being permitted to engage in the operations contemplated by this Agreement, may be required to qualify before the aeronautical authorities of the Contracting Party granting the rights under the laws and regulations normally applied by these authorities to the operation of commercial airlines.

ARTICLE 3.

In the operation of the agreed services by the designated airlines of either Contracting Party, the interests of the designated airlines of the other Contracting Party shall be taken into consideration so as not to affect unduly the services which the latter provides on the same routes.

ARTICLE 4

(1) The charges which either of the Contracting Parties may impose, or permit to be imposed, on the designated airline or airlines of the other Contracting Party for the use of airports and other facilities shall be just and reasonable and shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(2) Fuel, lubricating oil and spare parts introduced into or taken on board aircraft in the territory of one Contracting Party by, or on behalf of, the other Contracting Party or its designated airlines and intended solely for use of the aircraft of the other Contracting Party, shall be accorded, with respect to customs duties, inspection fees or other charges imposed by the former Contracting Party, treatment not less favourable than that granted to national airlines engaged in international air transport or the airline of the most-favoured nation.

(3) Aircraft of the one Contracting Party operated on the agreed services and supplies of fuel, lubricating oils, spare parts and regular equipment and aircraft stores retained on board such aircraft shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees or similar duties or charges, even though such supplies be used by such aircraft on flights in that territory.

ARTICLE 5.

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party and still in force shall be recognised as valid by the other Contracting Party for the purpose of operating the agreed services. Each Contracting Party reserves the right, however, to refuse to recognise,

for the purpose of flight above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party or any other State.

ARTICLE 6.

(1) The laws and regulations of one Contracting Party relating to the entry into or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall apply to the aircraft of the other Contracting Party without distinction as to nationality, and shall be complied with by such aircraft upon entering or departing from or while within the territory of that Contracting Party.

(2) The laws and regulations of one Contracting Party relating to the entry into or departure from its territory of passengers, crew or cargo of aircraft (such as regulations relating to entry, clearance, immigration, passports, customs and quarantine) shall be applicable to the passengers, crew or cargo of the aircraft of the designated airline or airlines of the other Contracting Party while in the territory of the first Contracting Party.

ARTICLE 7.

Each Contracting Party reserves the right to withhold or revoke the exercise of the rights specified in the Annex to this Agreement by an airline designated by the other Contracting Party in any case in which it is not satisfied that substantial ownership and effective control of such airline are vested in nationals of either Contracting Party, or in case of failure by that airline to comply with the laws and regulations referred to in Article 6 hereof or otherwise to fulfill the conditions under which the rights are granted in accordance with this Agreement and its Annex.

ARTICLE 8.

This Agreement shall be registered with the Provisional International Civil Aviation Organisation set up by

the Interim Agreement on International Civil Aviation signed at Chicago on December 7, 1944, or its successor.

ARTICLE 9.

(1) It is the intention of both Contracting Parties that there should be regular and frequent consultation between their respective aeronautical authorities and that there should thereby be close collaboration in the observance of the principles and the implementation of the provisions outlined in this Agreement and its Annex.

(2) If either of the Contracting Parties considers it desirable to modify the terms of the Annex to this Agreement, it may request consultation between the aeronautical authorities of the two Contracting Parties, such consultation to begin within a period of sixty days from date of the request. When these authorities agree to modifications to the Annex, these modifications shall come into effect when they have been confirmed by an Exchange of Notes through the diplomatic channel.

ARTICLE 10.

Except as otherwise provided in this Agreement or in its Annex, any dispute between the Contracting Parties relating to the interpretation or application of this Agreement or its Annex which cannot be settled through consultation shall be referred, for an advisory report, to the Interim Council of the Provisional Civil Aviation Organisation (in accordance with the provisions of Article III Section 6 (8) of the Interim Agreement on International Civil Aviation signed at Chicago on December 7, 1944) or its successor, unless the Contracting Parties agree to refer the dispute for decision to an Arbitral Tribunal appointed by agreement between the Contracting Parties, or to some other person or body. The Contracting Parties undertake to comply with the award from such arbitration.

ARTICLE 11.

If a general Multilateral Air Convention which is accepted by both Contracting Parties comes into force, this Agreement shall be amended so as to conform with

the provisions of such Convention.

ARTICLE 12.

For the purpose of this Agreement and its Annex, unless the context otherwise requires:

(a) The term "aeronautical authorities" shall mean, in the case of the Republic of China, the Minister of Communications for the time being, and any person or body authorised to perform the functions presently exercised by the said Minister or similar functions, and, in the case of the United Kingdom, the Minister of Civil Aviation for the time being, and any person or body authorised to perform any functions presently exercised by the said Minister or similar functions.

(b) The term "designated airlines" shall mean the air transport enterprises which the aeronautical authorities of one of the Contracting Parties have notified in writing to the aeronautical authorities of the other Contracting Party as the airlines designated by it in accordance with Article 2 of this Agreement for the routes specified in such notification.

(c) The term "territory" shall have the meaning assigned to it by Article 2 of the Convention on International Civil Aviation signed at Chicago on December 7, 1944.

(d) The definitions contained in paragraphs (a), (b) and (c) of Article 96 of the Convention on International Civil Aviation signed at Chicago on December 7, 1944, shall apply.

(e) The term "successor" shall mean the organisation which, on the coming into force of the Convention referred to in (d) above, will take the place of the Provisional International Civil Aviation Organisation.

(f) The term "capacity" shall mean the total over any given period of the available passenger seats and freight and mail space of the aircraft operated over the routes.

ARTICLE 13.

(1) This Agreement shall continue in force for a period

of four years unless it is previously terminated in accordance with the procedure set out below, or renewed by an Exchange of Notes through the diplomatic channel.

(2) Either Contracting Party may at any time give notice to the other if it desires to terminate this Agreement; if such notice is given, this Agreement shall terminate twelve months after the date of receipt of such notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period.

(3) Such notice of termination shall be simultaneously communicated to the Provisional International Civil Aviation Organisation, or its successor. In the absence of acknowledgment of receipt by the other Contracting Party, such notice of termination shall be deemed to have been received fourteen days after the receipt of the notice by the Provisional International Civil Aviation Organisation or its successor.

ARTICLE 14.

This Agreement shall enter into force on the date of signature.

In witness whereof the undersigned, duly authorised by their respective Governments, have signed the present Agreement and have affixed thereto their seals.

Done in duplicate in the Chinese and English languages, both equally authentic, at Nanking, this twenty-third day of the seventh month of the thirty sixth year of the Republic of China corresponding to the twenty-third day of July one thousand nine hundred and forty seven.

For the Government of the Republic of China:

(Signed) WANG Shih-chieh

For the Government of the United Kingdom of
Great Britain and Northern Ireland;

(Signed) Ralph Skrine STEVENSON

ANNEX

I.

The Government of the United Kingdom grants to the Government of the Republic of China the right to operate air services by one or more airlines designated by the latter to or through points in United Kingdom territory on the routes specified in Schedule I attached, provided that only such route service patterns shall be adopted as provide a reasonably direct route between the point of departure and the destination.

II.

The Government of the Republic of China grants to the Government of the United Kingdom the right to operate air services by one or more airlines designated by the latter to or through points in Chinese territory on the routes specified in Schedule II attached, provided that only such route service patterns shall be adopted as provide a reasonably direct route between the point of departure and the destination.

III.

The airlines designated by each of the Contracting Parties shall, for the purposes of operating the agreed services and under the conditions prescribed in the Agreement and its Annex, be accorded in the territory of the other Contracting Party:—

(a) Rights of transit and of stops for non-traffic purposes (including the use of ancillary facilities) at airfields and water bases designated for international air services or otherwise agreed between the Contracting Parties from time to time;

(b) The right to take refuge in emergency at any convenient airfield or water base;

(c) At the points specified in the Schedules to this Annex rights of commercial entry and departure for international traffic in passengers, freight and mail including the right to embark and disembark international traffic destined for and coming from third

countries.

IV

It is agreed between the Contracting Parties that the foregoing rights shall be subject to the observance of the following principles:—

- (a) The capacity provided shall be maintained in close relationship with the traffic offering.
- (b) There shall be a fair and equal opportunity for the airlines of the two Contracting Parties to operate on the routes specified in the schedules.
- (c) The services provided under the Agreement and its Annex by a designated airline shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country by which such airline has been designated and the country of ultimate destination of the traffic.
- (d) The right to embark or disembark international traffic destined for or coming from third countries at a point or points on the routes specified in Schedules I and II to this Annex shall be applied in accordance with the general principles of orderly development to which both Governments subscribe and shall be subject to the principle that capacity should be related:
 - (i) to traffic requirements between the country of origin and the countries of destination;
 - (ii) to the requirements of through airline operation; and
 - (iii) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.
- (e) The aeronautical authorities of the Contracting Parties will consult together, at the request of either of them, to determine whether the principles set forth above are being complied with by the airlines designated by the Contracting Parties.
- (f) Where the onward carriage of traffic by an aircraft

of different size from that employed on the earlier stage of the same route (hereinafter referred to as "change of gauge") is justified by reason of economy of operation and where such change of gauge is to be made by the airlines of one Contracting Party either in its own territory or at any point of destination in the territory of the other Contracting Party, the smaller aircraft shall only operate in connection with the larger aircraft which has started from a point of departure in the territory of the first Contracting Party. The smaller aircraft shall not normally leave the change of gauge point until the larger aircraft has arrived and shall be operated for the primary purpose of carrying onwards to their ultimate destinations passengers who have travelled to the territory of the Republic of China or of the United Kingdom in the larger aircraft. The capacity of the smaller aircraft shall be determined with primary reference to the traffic travelling in the larger aircraft normally requiring to be carried onward. Vacancies in the smaller aircraft may be filled with passengers from the territory of the Republic of China or of the United Kingdom respectively without prejudice to the local traffic, exclusive of cabotage. Similarly in the reverse direction the principles set out in this sub-paragraph shall apply and the larger aircraft shall not normally leave the change of gauge point until the smaller aircraft has arrived.

- (g) Tariffs to be charged for the carriage of passengers and freight by the airlines referred to in this Annex shall be agreed in the first instance between them in consultation with other airlines operating on the same routes or any section thereof. Any tariffs so agreed shall be subject to the approval of the Contracting Parties. In the event of disagreement between the airlines the Contracting Parties themselves shall endeavour to reach agreement. If the Contracting Parties should fail to agree, the matter in dispute shall be referred to arbitration as provided

for in Article 10 of this Agreement.

- (h) The tariffs to be agreed in accordance with (g) above shall be fixed at reasonable levels, due regard being paid to all relevant factors, including economical operation, reasonable profit, differences of characteristics of service (including standards of speed and accommodation) and the tariffs charged by any other air carriers on the route.

SCHEDULE I.

Routes granted to airlines of the Republic of China.

(In both directions; omitting stops for non-traffic purposes.)

Route Numbers	Points of Departure. (Any one or more of the following.)	Intermediate Points. (Any one or more of the following if desired.)	Destinations in United Kingdom territory. (Any one or more of the following if desired.)	Points beyond (Any one or more of the following if desired.)
1.	Kunming Canton Shanghai Tientsin —	<p style="text-align: center;">(a)</p> Tokyo Kurile Islands Aleutian Islands Alaska Points in U. S. A. Points in Canada Newfoundland Rineanna <p style="text-align: center;">(b)</p> Hongkong Manila Guam Wake Honolulu Points in U. S. A. Points in Canada Newfoundland Rineanna	Prestwick London —	—

2.	Kunming Canton Shanghai Tientsin —	Hongkong Points in French Indo-China Points in Siam Points in Burma Points in India Bahrein Points in Iraq Lydda Points in North Africa Points in France	London Prestwick —	Rineanna Newfoundland Points in Canada Points in U. S. A. —
3.	Kunming Canton Shanghai Tientsin —	Hongkong Points in French Indo-China Points in Siam Points in Burma	—	Calcutta —
4.	Kunming Canton Shanghai Tientsin	Hongkong Points in French Indo-China Points in Siam	Penang Singapore Kuching —	Points in Netherlands' East Indies —
5.	Kunming Canton Shanghai Tientsin	Hongkong Manila —	Jesselton Labuan —	Points in Netherlands' East Indies Points in Australia
6.	Canton	—	Hongkong	—
7.	Shanghai —	Foochow Amoy Swatow	Hongkong —	—

SCHEDULE II.

Routes granted to airlines of the United Kingdom.

(In both directions; omitting stops for non-traffic purposes.)

<u>Route Numbers.</u>	<u>Points of Departure.</u> (Any one or more of the following.)	<u>Intermediate Points.</u> (Any one or more of the following if desired.)	<u>Destinations in Chinese territory.</u> (Any one or more of the following if desired.)	<u>Points beyond.</u> (Any one or more of the following if desired.)
1.	London —	Points in Europe Points in North Africa Points in Asia Minor Points in India Points in Burma Points in Siam Points in French Indo-China Hongkong	Kunming Canton Shanghai —	Tokyo and beyond —
2.	London —	Points in Europe Points in North Africa Points in Asia Minor Points in India Points in Burma Points in Siam Points in French Indo-China Hongkong	Kunming Canton Shanghai Tientsin —	—

★ 3.	Hongkong —	Manila Points in Borneo Points in Sarawak Singapore Penang Points in Siam Points in French Indo- China	—	Hongkong —
4.	Singapore Penang —	Points in Siam Points in French Indo- China Hongkong	Canton Shanghai Tientsin —	—
5.	Singapore —	Kuching Points in Borneo Manila Hongkong	Canton Shanghai Tientsin —	—
6.	Hongkong	—	Canton	—
7.	Hongkong	—	Shanghai	—

★ No commercial rights in Chinese territory are involved on Route No. 3.

EXCHANGE OF NOTES

(1)

A. NOTE FROM SIR RALPH STEVENSON, HIS MAJESTY'S AMBASSADOR, TO DR. WANG SHIH-CHIEH, MINISTER FOR FOREIGN AFFAIRS

NANKING, 23rd July, 1947

Sir,

During the negotiations for the Air Transport Agreement signed today between the Government of the Republic of China and His Majesty's Government in the United Kingdom, the British Delegation drew the attention of the Chinese Delegation to the effect on Article 4, paragraph 2 of that Agreement, of the Revised Temporary Foreign Trade Regulations at present in force in the Republic of China.

The British Delegation pointed out that these Regulations may impede, and in some case prohibit, the importation into China of items of equipment which are essential for the operation of the British air services contemplated under the Agreement. This is particularly the case having regard to the present intention of the British designated airlines concerned to employ flying boats for some at least of these services.

It is, therefore, desired that the British airline shall receive, in regard to the Revised Temporary Foreign Trade Regulations, (a) treatment not less favourable than that granted to the Chinese designated airlines or to the airlines of the most favoured nation; and (b) insofar as such treatment does not permit the importation of the necessary equipment, a special dispensation from the application of the Revised Temporary Foreign Trade Regulations, in order that the British airlines, or their agents on their behalf, may import into China from time to time all that equipment which is, in their opinion, necessary for the safe and efficient operation of the air services for which they will be responsible either at regular or emergency landing grounds or

waterbases. A typical list of such equipment forms an Appendix to this Note but should not be considered as being comprehensive since the equipment required will vary with the development of the services.

The British airlines for their part will give an undertaking that any item of equipment which is imported into China under the above-mentioned special dispensation and is no longer required for the operation of the British air services, shall be re-exported by them or shall be subjected to the normal procedure of any import regulations in force at the time of disposal of such item.

I have the honour to request Your Excellency's good offices in securing the grant to the British designated airlines of the facilities specified in the above paragraphs; and to suggest that this Note and Your Excellency's reply thereto constitute an Exchange of Notes which will enter into force concurrently with the Air Agreement signed today.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

(Signed) Ralph Skrine STEVENSON.

His Excellency
Dr. Wang Shih-chieh,
Minister for Foreign Affairs
of the Republic of China,
NANKING.

APPENDIX

List of Airline equipment etc.

- (a) BOATS: Motor and other launches, complete with equipment and beaching trolleys.
- (b) MOORINGS: Aircraft buoys, launch buoys, flare path buoys, dinghies and floats, chains and connecting pieces, wires, anchors and sinkers, pontoons and flying boat docks complete with equipment.⁴Lifting and laying equipment for above.
- (c) ELECTRICAL: Electrical generators and batteries, searchlights, floodlights, warning and working lights. Electrical cables as necessary for above. Radio sets and equipment for the control of aircraft and launches on or near the alighting areas and for the provision of navigational aids in regard to the alighting areas. Electrical tools and ancillary equipment for above.
- (d) MOTOR VEHICLES: Passenger coaches, crew cars, lorries, cars, vans and motor bicycles.
- (e) SPARES AND MAINTENANCE: Spare units and parts, maintenance equipment, test equipment, general spares and materials required for (a) (b) (c) and (d) above.
- (f) PYROTECHNICS: Very lights and flares. Very pistols and other ancillary apparatus.
- (g) FUEL: Fuel and lubricating oil for (c) and (d) above.
- (h) SPECIALISED STATIONERY: Printed forms, tickets, advertising matter, posters, etc.
- (i) STAFF EQUIPMENT: Uniforms and material for uniforms, office equipment.

B. NOTE FROM DR. WANG SHIH-CHIEH, MINISTER FOR FOREIGN AFFAIRS, TO SIR RALPH STEVENSON, HIS MAJESTY'S AMBASSADOR

NANKING, 23rd July, 1947

Sir,

I have the honour to acknowledge receipt of Your Excellency's Note of today's date reading as follows:

"During the negotiations for the Air Transport Agreement signed today between the Government of the Republic of China and His Majesty's Government in the United Kingdom, the British Delegation drew the attention of the Chinese Delegation to the effect on Article 4, paragraph 2 of that Agreement, of the Revised Temporary Foreign Trade Regulations at present in force in the Republic of China.

The British Delegation pointed out that these Regulations may impede, and in some case prohibit, the importation into China of items of equipment which are essential for the operation of the British air services contemplated under the Agreement. This is particularly the case having regard to the present intention of the British designated airlines concerned to employ flying boats for some at least of these services.

It is, therefore, desired that the British airline shall receive, in regard to the Revised Temporary Foreign Trade Regulations, (a) treatment not less favourable than that granted to the Chinese designated airlines or to the airlines of the most favoured nation; and (b) insofar as such treatment does not permit the importation of the necessary equipment, a special dispensation from the application of the Revised Temporary Foreign Trade Regulations, in order that the British airlines, or their agents on their behalf, may import into China from time to time all that equipment which is, in their opinion, necessary for the safe and efficient operation of the air services for which they will

be responsible either at regular or emergency landing grounds or waterbases. A typical list of such equipment forms an Appendix to this Note but should not be considered as being comprehensive since the equipment required will vary with the development of the services.

The British airlines for their part will give an undertaking that any item of equipment which is imported into China under the above-mentioned special dispensation and is no longer required for the operation of the British air services, shall be re-exported by them or shall be subjected to the normal procedure of any import regulations in force at the time of disposal of such item.

I have the honour to request Your Excellency's good offices in securing the grant to the British designated airlines of the facilities specified in the above paragraph; and to suggest that this Note and Your Excellency's reply thereto constitute an Exchange of Notes which will enter into force concurrently with the Air Agreement signed today."

In reply I have the honour to state that the Government of the Republic of China is agreeable in principle to the grant of the facilities proposed in Your Excellency's Note. In order to receive these facilities, however, the British designated airlines will be required to submit for prior approval to the Civil Aeronautics Administration of the Ministry of Communications particulars of such equipment as they desire to import, so as to enable that Administration to certify such equipment as falling within the scope of this Exchange of Notes.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

(Signed) WANG Shih-chieh

His Excellency

Sir Ralph Skrine Stevenson, K.C.M.G.,
His Majesty's Ambassador,
NANKING.

(2)

A. NOTE FROM SIR RALPH STEVENSON, HIS
MAJESTY'S AMBASSADOR, TO DR. WANG
SHIH-CHIEH, MINISTER FOR FOREIGN AFFAIRS

NANKING, 23rd July, 1947

Sir,

I have the honour to seek Your Excellency's good offices for the grant of permission, required under paragraph III of the Annex to the Sino-British Air Agreement signed today, to use airfields at the following points for non-traffic purposes:—

Haikow (Hoihow).

Amoy.

Tsingtao.

In abnormal circumstances use of the airfields at Swatow and Foochow will also be required for non-traffic purposes so that, when flight plans are being prepared, account can be taken of the availability of these airfields in the event of the airfield at Amoy being closed or an aircraft bound for Hongkong or Shanghai finding itself unable to land at the airfield to which it is proceeding.

During the course of the recent negotiations it was explained that at least one of the British airlines to be designated under the Agreement would use flying boats, and I take this opportunity to inform Your Excellency that the rights of commercial entry for these flying boats under the Agreement will be exercised at Shanghai. Permission is however required, under paragraph III of the Annex, for such aircraft to use water bases at the following points for non-traffic purposes:—

Kwang Chow Wan.

Swatow.

Quemoy.

Wenchow.

Normally these points will be used only in the event

of emergency, in particular when typhoon conditions make such landings necessary in the interests of safety, and for that purpose the positioning and use of certain specialised equipment will be required there. In abnormal circumstances, similar to those described in the second paragraph of this Note, emergency use of a water base at Gaalong Bay will be required, but no specialised equipment is necessary at that point.

I should be grateful to have Your Excellency's assurance that permission to exercise the above rights in accordance with the terms and conditions of the Agreement, at the points specified herein, will be forthcoming on application to the appropriate authorities.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

(Signed) Ralph Skrine STEVENSON

His Excellency

Dr. Wang Shih-chieh,
Minister for Foreign Affairs
of the Republic of China,
NANKING.

B. NOTE FROM DR. WANG SHIH-CHIEH, MINISTER FOR FOREIGN AFFAIRS, TO SIR RALPH STEVENSON, HIS MAJESTY'S AMBASSADOR

NANKING, 23rd July, 1947

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I have the honour to acknowledge the receipt of Your Excellency's Note of today's date reading as follows:—

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In abnormal circumstances use of the airfields at Swatow and Foochow will also be required for non-traffic purposes so that, when flight plans are being prepared, account can be taken of the availability of these airfields in the event of the airfield at Amoy being closed or an aircraft bound for Hongkong or Shanghai finding itself unable to land at the airfield to which it is proceeding.

During the course of the recent negotiations it was explained that at least one of the British airlines to be designated under the Agreement would use flying boats, and I take this opportunity to inform Your Excellency that the rights of commercial entry for these flying boats under the Agreement will be exercised at Shanghai. Permission is however required, under paragraph III of the Annex, for such aircraft to use water bases at the following points for non-traffic purposes:—

Kwang Chow Wan.

Swatow.

Quemoy.

Wenchow.

Normally these points will be used only in the event of emergency, in particular when typhoon conditions make such landings necessary in the interests of safety, and for that purpose the positioning and use of certain specialised equipment will be required there. In abnormal circumstances, similar to those described in the second paragraph of this Note, emergency use of a water base at Gaalong Bay will be required, but no specialised equipment is necessary at that point.

I should be grateful to have Your Excellency's assurance that permission to exercise the above rights in accordance with the terms and conditions of the Agreement, at the points specified herein, will be forthcoming on application to the appropriate authorities."

I have the honour to inform you in reply that the Government of the Republic of China is agreeable in principle to such use of the airfields named in the first paragraph of the above Note, in accordance with the provisions contained in the Sino-British Air Agreement. At the present moment however it is necessary to withhold the use of Tsingtao under the provision of the final clause of the first paragraph of Article 2 of the Agreement. If His Britannic Majesty's Government will however raise the question of the use of Tsingtao again at a later date, the possibility of granting such approval will be sympathetically considered.

The Government of the Republic of China notes that the British designated airlines will use flying boats on certain routes and exercise rights of commercial entry with such aircraft in accordance with the terms of the Agreement at Shanghai, and that use of the points specified in paragraph 3 of the above Note will be required in emergency. It is agreeable to such use in accordance with the provisions contained in the Sino-British Air Agreement and to the positioning and operation there of the necessary specialised equipment by the British designated airline provided that such equipment is operated under the supervision of the

Civil Aeronautics Administration which shall at all times remain the controlling authority in regard to the use of these alighting areas by flying boat aircraft.

If the Government of the Republic of China should wish to withdraw permission for the use by the British designated airlines of any of the waterbases specified in paragraph 3 of Your Excellency's Note it will give to the Government of the United Kingdom three months' notice of its intention to withdraw such permission and will make arrangements for the designation of some other place in substitution of the waterbase in respect of which permission is so withdrawn.

In the event of such withdrawal being necessary for reasons of national security, the requirement of three months' notice, as referred to in the preceding paragraph, shall not apply.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

(Signed) WANG Shih-chieh

His Excellency

Sir Ralph Skrine Stevenson, K.C.M.G.,

His Majesty's Ambassador,

NANKING.

(3)

A. NOTE FROM SIR RALPH STEVENSON, HIS MAJESTY'S AMBASSADOR, TO DR. WANG SHIH-CHIEH, MINISTER FOR FOREIGN AFFAIRS

NANKING, 23rd July, 1947

Sir,

I have the honour to refer to the Air Transport Agreement between the Government of the Republic of China and His Majesty's Government in the United Kingdom signed at Nanking today and to say that it is the understanding of His Majesty's Government in the United Kingdom that the Government of the Republic of China agrees to grant to airlines of the United Kingdom operating on scheduled international services between Hongkong and Macao, the right to fly across and in the event of emergency to land for non-traffic purposes in Chinese territory (including territorial waters) between those two points.

I have the honour to request that Your Excellency will be so good as to confirm that this is also the understanding of the Government of the Republic of China.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

(Signed) Ralph Skrine STEVENSON

His Excellency

Dr. Wang Shih-chieh,
Minister for Foreign Affairs
of the Republic of China,
NANKING.

B. NOTE FROM DR. WANG SHIH-CHIEH, MINISTER FOR FOREIGN AFFAIRS, TO SIR RALPH STEVENSON, HIS MAJESTY'S AMBASSADOR

NANKING, 23rd July, 1947

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I have the honour to acknowledge receipt of Your Excellency's Note of today's date reading as follows:—

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I have the honour to request that Your Excellency will be so good as to confirm that this is also the understanding of the Government of the Republic of China.”

I have the honour to confirm that the understanding of His Majesty's Government in the United Kingdom recorded in Your Excellency's Note as quoted above is also the understanding of the Government of the Republic of China.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

(Signed) WANG Shih-chieh

His Excellency

Sir Ralph Skrine Stevenson, K.C.M.G.,

His Majesty's Ambassador,

NANKING.

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AIR TRANSPORT AGREEMENT
BETWEEN
THE GOVERNMENT OF
THE REPUBLIC OF CHINA
AND
THE GOVERNMENT OF
THE UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN
IRELAND