



Treaty Series No. 5 (1947)

Agreement between
His Majesty's Government in the
United Kingdom and the Belgian Government
for the Supply of certain Aircraft and Equipment

London, 16th January, 1947

*Presented by the Secretary of State for Foreign Affairs
to Parliament by Command of His Majesty*

LONDON
HIS MAJESTY'S STATIONERY OFFICE
TWO PENCE NET

Cmd. 7039

AGREEMENT BETWEEN HIS MAJESTY'S GOVERNMENT IN THE
UNITED KINGDOM AND THE BELGIAN GOVERNMENT FOR
THE SUPPLY OF CERTAIN AIRCRAFT AND EQUIPMENT

London, 16th January, 1947

THE Government of the United Kingdom of Great Britain and Northern Ireland and the Belgian Government;

Desiring to make arrangements for the supply by the United Kingdom to Belgium of certain aircraft and equipment;

Have agreed as follows:—

ARTICLE 1

1. The Government of the United Kingdom agree to sell, and the Belgian Government agree to purchase the aircraft and equipment specified in the Appendix to this Agreement.

2. Some of the aircraft and equipment specified in the Appendix has already been delivered to the Belgian Government and the remainder shall be delivered as soon as possible. In the event of unforeseen shortage of equipment arising, every effort will be made by the Government of the United Kingdom to find acceptable substitutes.

3. The aircraft and equipment specified in the Appendix and any substitutes therefor which may be supplied in accordance with paragraph 2 of this Article shall at the date of delivery be serviceable by Royal Air Force standards.

4. If the Belgian Government desire any aircraft or equipment specified in the Appendix to be delivered by air, such delivery shall be at the expense and risk of the Belgian Government.

5. Subject to paragraph 4 above, aircraft and equipment still to be supplied shall, if coming from the United Kingdom or from a source outside continental Europe, be delivered by the Government of the United Kingdom free alongside ship at the port of embarkation. The cost of shipment, including any handling or dock charges, and the risks of transport from the port of embarkation to Belgium shall fall upon the Belgian Government. Aircraft and equipment still to be supplied and coming from Royal Air Force depots or units in continental Europe shall be delivered by the Government of the United Kingdom at those depots or units and the Belgian Government shall assume all costs and risks of transport to Belgium.

ARTICLE 2

1. Subject to the provisions of paragraphs 2 and 3 of this Article and of Article 3, the Belgian Government shall pay for that portion of the aircraft and equipment specified in the Appendix which has not already been supplied as mutual aid the sum of £1,480,000 to the Government of the United Kingdom.

2. Payment of the above-mentioned sum of £1,480,000 shall be made in sterling not later than nine months from this day's date provided that the deliveries of aircraft and equipment which the Government of the United

Kingdom has still to make under the provisions of Article 1 have been completed, by that date, to the extent of 90 per cent., as estimated by the Air Ministry of the United Kingdom, of their total value assessed on the basis of original cost to the Royal Air Force. If, however, the deliveries to the extent of 90 per cent. of their total value have not been completed by that date, the Belgian Government shall pay on that date such proportion of the above-mentioned sum of £1,480,000 as corresponds to the deliveries actually made, as estimated by the Air Ministry of the United Kingdom on the basis of original cost to the Royal Air Force. The balance shall be paid as soon thereafter as the deliveries have been completed.

3. In the event of the Belgian Government being able to return to the Royal Air Force any Spitfire XVI aircraft which the Belgian Government have obtained from the Government of the United Kingdom and which at the time of the return have been paid for or debited against the Belgian Government in some other financial agreement, a credit shall be allowed by way of abatement from the above-mentioned total sum of £1,480,000, and shall be calculated at the rate of £1,450 in respect of each such aircraft which is returned to the Royal Air Force.

ARTICLE 3

The delivery by the Government of the United Kingdom of items of aircraft and equipment specified in the Appendix which have been obtained by the Government of the United Kingdom from the Government of the United States on lend-lease, and of which the transfer is subject to the prior consent of the Government of the United States, is subject to the prior consent of the Government of the United States. An amount representing the value assigned to such items by the Air Ministry of the United Kingdom in computing the above-mentioned sum of £1,480,000 shall be deducted therefrom, or if paid refunded by the Government of the United Kingdom to the Belgian Government. The price and form of payment for these items shall be the subject of separate negotiations between the United States Government, the Government of the United Kingdom and the Belgian Government.

ARTICLE 4

The present Agreement shall come into force on this day's date.

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

Done in London in duplicate this 16th day of January, 1947.

(L.S.) O. G. SARGENT.

(L.S.) OBERT DE THIEUSIES.

APPENDIX

AIRCRAFT AND EQUIPMENT TO BE SUPPLIED UNDER THE TERMS OF THE AGREEMENT

1. *Air Ministry* (Brussels)
 - Station M.T. included in item 31.
2. *Flying Training Command Headquarters* (Bevingden)
 - Unit M.T. with 1½ years' maintenance spares and wastage vehicles.
3. *Recruits' Receiving Centre* (Melsbroek)
 - Unit M.T. with 1½ years' maintenance spares and wastage vehicles.
4. *Station Headquarters* (Diest)
 - (a) Station Ground Equipment, including synthetic training equipment, with 1½ years' maintenance spares.
 - (b) Station M.T. with 1½ years' maintenance spares and wastage vehicles.
 - (c) W.B. Technical supplies with 1½ years' maintenance spares.
5. *I.T.W.*
 - Nil.
6. *E.F.T.S.*
 - (a) 31 *Tiger Moth Aircraft*—
 - (i) Unit Equipment with 1½ years' maintenance spares.
 - (ii) 9 spare engines.
 - (iii) Engine and airframe spares for 1½ years.
 - (b) 2 *Dominie I Aircraft*—
 - (i) Unit Equipment with 1½ years' maintenance spares.
 - (ii) 3 spare engines.
 - (iii) Engine and airframe spares for 1½ years.
 - (c) 1 *D.H. Moth Aircraft*.
7. *Station Headquarters* (Brusthem)
 - (a) Station Ground Equipment, including synthetic training equipment, with 1½ years' maintenance spares.
 - (b) Station M.T. with 1½ years' maintenance spares and wastage vehicles.
 - (c) W.B. Technical supplies, including Drem airfield lighting, with 1½ years' maintenance spares.
8. *S.F.T.S.*
 - (a) Basic and Standard Unit Equipment for 40 Harvard aircraft with 1½ years' maintenance spares.
 - (b) 3 *Proctor IV Aircraft*—
 - (i) Unit Equipment with 1½ years' maintenance spares.
 - (ii) 2 spare engines.
 - (iii) Engine and airframe spares for 1½ years.
 - (c) 15 *Spitfire IX L.F. Aircraft*—
 - (i) Unit Equipment with 1½ years' maintenance spares.
 - (ii) 5 spare engines.
 - (iii) Engine and airframe spares for 1½ years.
 - (d) 30 *Oxford I/II Aircraft*—
 - (i) Unit Equipment with 1½ years' maintenance spares.
 - (ii) 22 spare engines.
 - (iii) Engine and airframe spares for 1½ years.
 - (e) 7 *Mosquito III*—
 - (i) Unit Equipment with 1½ years' maintenance spares.
 - (ii) 5 spare engines.
 - (iii) Engine and airframe spares for 1½ years.
9. *Station Headquarters* (Coxyde)
 - (a) Station Ground Equipment, including synthetic training equipment, with 1½ years' maintenance spares.
 - (b) Station M.T. with 1½ years' maintenance spares and wastage vehicles.
 - (c) W.B. Technical Supplies, including Drem airfield lighting, with 1½ years' maintenance spares.

10. Air Gunners' School

(a) 9 *Martinet Aircraft*—

- (i) Unit Equipment with 1½ years' maintenance spares.
 - (ii) 4 spare engines.
 - (iii) Engine and airframe spares, for 1½ years.
- (b) Basic and standard Unit Equipment for 6 Harvard aircraft with 1½ years' maintenance spares.

11. *Technical Training School (Saffraenburg)*(a) *Station Headquarters*—

- (i) Station Ground Equipment, including all equipment for Technical Training and signals courses, with 1½ years' maintenance spares.
 - (ii) Station M.T. with 1½ years' maintenance spares, including wastage vehicles.
 - (iii) W.B. Technical Supplies with 1½ years' maintenance spares.
- (b) Items in excess of scale as requested by Belgian Mission and agreed by the Air Ministry.

12. *O.C.T.U.*

- (a) Cine-projectors and epidiscopes only for station ground equipment.
- (b) Station M.T. with 1½ years' maintenance spares, including wastage vehicles.

13. *Maintenance Command Headquarters*

Station M.T. with 1½ years' maintenance spares, including wastage vehicles.

14. *Station Headquarters*

Station M.T. with 1½ years' maintenance spares, including wastage vehicles.

15. *Universal Equipment Depot*

- (a) Station Ground Equipment with 1½ years' maintenance spares.
- (b) Station M.T. with 1½ years' maintenance spares, including wastage vehicles.

16. *M.T. Repair Depot*

- (a) Station Ground Equipment with 1½ years' maintenance spares.
- (b) Station M.T. with 1½ years' maintenance spares, including wastage vehicles.

17. *Salvage Unit/Aircraft Storage Unit*

- (a) Station Ground Equipment with 1½ years' maintenance spares.
- (b) Station M.T. with 1½ years' maintenance spares, including wastage vehicles.

18. *Operational Command Headquarters*

Station M.T. with 1½ years' maintenance spares, including wastage vehicles.

19. *Station Headquarters (Beauvechain)*

- (a) Flying Control Equipment only for Station Ground Equipment with 1½ years' maintenance spares.
- (b) Station M.T. with 1½ years' maintenance spares, including wastage vehicles.
- (c) Drem airfield lighting only for W.B. Technical Supplies with 1½ years' maintenance spares.

20. *Wing Headquarters (Beauvechain)*

- (a) Station Ground Equipment with 1½ years' maintenance spares included in item 21.
- (b) Station M.T. with 1½ years' maintenance spares, including wastage vehicles.

21. *2 Single-Engine Day Fighter Squadrons*

- (a) 48 Spitfire XIV Aircraft.
- (b) Unit Equipment with 1½ years' maintenance spares.
- (c) 20 spare engines.
- (d) Airframe and engine spares for 1½ years.
- (e) Squadron M.T. with 1½ years' maintenance spares, including wastage vehicles.

22. *Wing Headquarters (Germany)*

- (a) Station Ground Equipment with 1½ years' maintenance spares included in item 23.
- (b) Station M.T. with 1½ years' maintenance spares, including wastage vehicles.

23. *2 Single-Engine Fighter Squadrons*

- (a) 48 Spitfire XIV Aircraft.
- (b) Unit Equipment with 1½ years' maintenance spares.
- (c) 20 spare engines.
- (d) Airframe and engine spares for 1½ years.
- (e) Squadron M.T. with 1½ years' maintenance spares, including wastage vehicles.

24. *Station Headquarters*

- (a) Station Ground Equipment, including 2 Link Trainers, with 1½ years' maintenance spares.
- (b) Station M.T. with 1½ years' maintenance spares, including wastage vehicles.
- (c) W.B. Technical Supplies, including Drem airfield lighting, with 1½ years' maintenance spares.

25. *Night Fighter Squadron*

- (a) 22 Mosquito 30 Aircraft.
- (b) Unit Equipment with 1½ years' maintenance spares.
- (c) 18 spare engines.
- (d) Airframe and engine spares for 1½ years.
- (e) Squadron M.T. with 1½ years' maintenance spares, including wastage vehicles.

26. *A.O.P. Squadron*

- (a) 22 Auster VI Aircraft.
- (b) Unit Equipment with 1½ years' maintenance spares.
- (c) Station Ground Equipment (special signals vehicles) with 1½ years' maintenance spares, including wastage vehicles.
- (d) 9 spare engines.
- (e) Airframe and engine spares for 1½ years.
- (f) Squadron M.T. with 1½ years' maintenance spares, including wastage vehicles.

27. *Station Headquarters (Evere)*

- (a) Station Ground Equipment, including 2 Link Trainers, with 1½ years' maintenance spares.
- (b) Station M.T. with 1½ years' maintenance spares, including wastage vehicles.
- (c) W.B. Technical Supplies, including Drem airfield lighting, with 1½ years' maintenance spares.

28. *Transport Squadrons*

Station M.T. with 1½ years' maintenance spares, including wastage vehicles.

29. *Communication Flight*

- (a) 13 *Anson I Aircraft*—
 - (i) Unit Equipment with 1½ years' maintenance spares.
 - (ii) 9 spare engines.
 - (iii) Airframe and engine spares for 1½ years.
- (b) 3 *Proctor IV Aircraft*—
 - (i) Unit Equipment with 1½ years' maintenance spares.
 - (ii) 2 spare engines.
 - (iii) Airframe and engine spares for 1½ years.
- (c) 5 *Dominie Aircraft*—
 - (i) Unit Equipment with 1½ years' maintenance spares.
 - (ii) 5 spare engines.
 - (iii) Airframe and engine spares for 1½ years.
- (d) 5 *Hurricane IIC*.
- (e) Squadron M.T. with 1½ years' maintenance spares, including wastage vehicles.

30. *Station Headquarters (Florennes)*

- (a) Flying Control Equipment only for Station Ground Equipment with 1½ years' maintenance spares.
- (b) Station M.T. with 1½ years' maintenance spares, including wastage vehicles.
- (c) Drem airfield lighting only for W.B. Technical Supplies with 1½ years' maintenance spares.

31. *Belgian Air Force Depot*

- (a) Headquarters M.T. with 1½ years' maintenance spares, including wastage vehicles.
- (b) Air Ministry Unit M.T. with 1½ years' maintenance spares, including wastage vehicles.
- (c) Recruiting Department M.T. with 1½ years' maintenance spares, including wastage vehicles.
- (d) Meteorological Section M.T. with 1½ years' maintenance spares, including wastage vehicles.
- (e) Airfield Construction Unit—
 - (i) Unit Equipment with 1½ years' maintenance spares.
 - (ii) Unit M.T. with 1½ years' maintenance spares, including wastage vehicles.
- (f) Translation Section and A.P.F.S.—
Nil.
- (g) Central Medical Board—
Nil.
- (h) London B.A.F. Detachment M.T. with 1½ years' maintenance spares, including wastage vehicles.
- (i) Airfield Guard Unit M.T. with 1½ years' maintenance spares, including wastage vehicles.
- (j) 1 Mobile Decompression Chamber.

32. *Civilian Repair Organisation*

Unit Equipment with 1½ years' maintenance spares.

33. *Clothing*34. *Ammunition, Bombs and Pyrotechnics for 1½ years*35. *Barrack Equipment*36. *Signals Equipment, excluding the Technical Training School*37. *Tannoy Equipment for 14 Stations*38. *Typewriters*

NOTE 1.—The Air Ministry of the United Kingdom will assess the amount of equipment to be supplied for maintenance and wastage and as airframe and engine spares on the basis of previous experience of the types of aircraft and equipment in question.

NOTE 2.—Station Sick Quarters Equipment, excluding dental equipment, is included in all Station Headquarters except items 19 and 30.

NOTE 3.—Items 20, 21, 22 and 23 are fully mobile.

LONDON

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