

No. 797

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
and
BELGIUM**

**Agreement for the supply of certain aircraft and equipment
(with appendix). Signed at London, on 16 January 1947**

Official text : English.

*Registered by the United Kingdom of Great Britain and Northern Ireland on
25 May 1950.*

**ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD
et
BELGIQUE**

**Accord pour la fourniture d'avions et de matériel (avec
annexes). Signé à Londres, le 16 janvier 1947**

Texte officiel anglais.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord
le 25 mai 1950.*

No. 797. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF BELGIUM FOR THE SUPPLY OF CERTAIN AIRCRAFT AND EQUIPMENT. SIGNED AT LONDON, ON 16 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,

¹ Came into force on 16 January 1947, as from the date of signature, in accordance with article 4.

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 $1\frac{1}{2}$ years' maintenance spares and wastage vehicles.
3. *Recruits' Receiving Centre* (Melsbroek)
Unit M.T. with $1\frac{1}{2}$ years' maintenance spares and wastage vehicles.
4. *Station Headquarters* (Diest)
 - (a) Station Ground Equipment, including synthetic training equipment, with $1\frac{1}{2}$ years' maintenance spares.
 - (b) Station M.T. with $1\frac{1}{2}$ years' maintenance spares and wastage vehicles.
 - (c) W.B. Technical supplies with $1\frac{1}{2}$ years' maintenance spares.
5. *I.T.W.*
Nil.

6. *E.F.T.S.*(a) *31 Tiger Moth Aircraft—*

- (i) Unit Equipment with $1\frac{1}{2}$ years' maintenance spares.
- (ii) 9 spare engines.
- (iii) Engine and airframe spares for $1\frac{1}{2}$ years.

(b) *2 Dominie I Aircraft—*

- (i) Unit Equipment with $1\frac{1}{2}$ years' maintenance spares
- (ii) 3 spare engines.
- (iii) Engine and airframe spares for $1\frac{1}{2}$ years.

(c) *1 D.H. Moth Aircraft.*7. *Station Headquarters (Brusthem)*

- (a) Station Ground Equipment, including synthetic training equipment, with $1\frac{1}{2}$ years' maintenance spares.
- (b) Station M.T. with $1\frac{1}{2}$ years' maintenance spares and wastage vehicles.
- (c) W.B. Technical supplies, including Drem airfield lighting, with $1\frac{1}{2}$ years' maintenance spares.

8. *S.F.T.S.*

- (a) Basic and Standard Unit Equipment for 40 Harvard aircraft with $1\frac{1}{2}$ years' maintenance spares.
- (b) *3 Proctor IV Aircraft—*
 - (i) Unit Equipment with $1\frac{1}{2}$ years' maintenance spares.
 - (ii) 2 spare engines.
 - (iii) Engine and airframe spares for $1\frac{1}{2}$ years.
- (c) *15 Spitfire IX L.F. Aircraft—*
 - (i) Unit Equipment with $1\frac{1}{2}$ years' maintenance spares.
 - (ii) 5 spare engines.
 - (iii) Engine and airframe spares for $1\frac{1}{2}$ years.
- (d) *30 Oxford I/II Aircraft—*
 - (i) Unit Equipment with $1\frac{1}{2}$ years' maintenance spares.
 - (ii) 22 spare engines.
 - (iii) Engine and airframe spares for $1\frac{1}{2}$ years.
- (e) *7 Mosquito III—*
 - (i) Unit Equipment with $1\frac{1}{2}$ years' maintenance spares.
 - (ii) 5 spare engines.
 - (iii) Engine and airframe spares for $1\frac{1}{2}$ years.