



Treaty Series No. 59 (1946)

## Agreement

between His Majesty's Government in the United Kingdom  
and the Royal Netherlands Government

## concerning the Supply of certain Aircraft and Equipment

London, 4th December, 1946

*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. 7011

AGREEMENT BETWEEN HIS MAJESTY'S GOVERNMENT IN THE  
UNITED KINGDOM AND THE ROYAL NETHERLANDS GOVERN-  
MENT CONCERNING THE SUPPLY OF CERTAIN AIRCRAFT AND  
EQUIPMENT

*London, 4th December, 1946*

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

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

Have agreed as follows:—

ARTICLE 1.

1. Subject to the provisions of paragraphs 2 and 3 of this Article, the Government of the United Kingdom agree to sell, and the Royal Netherlands 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 as Mutual Aid to the Royal Netherlands 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. In so far as the aircraft and equipment specified in the Appendix includes items of equipment which have been obtained by the Government of the United Kingdom from the Government of the United States on Lend-Lease, the delivery and price of such items shall be subject to the completion by the Government of the United Kingdom of appropriate arrangements with the Government of the United States.

4. If the Royal Netherlands Government desire any aircraft or equipment specified in the Appendix to be delivered by air, such delivery shall be at the expense and the risk of the Royal Netherlands 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 Europe, be delivered by the Government of the United Kingdom free on board at the port of embarkation; or (if coming from the United Kingdom) shall be delivered to a station or depot in the United Kingdom if so required by the Royal Netherlands Government. The cost of shipment and the risks of transport from the port of embarkation to the Netherlands or to the Netherlands East Indies shall fall upon the Royal Netherlands Government. Aircraft and equipment still to be supplied and coming from Royal Air Force depots or units in Europe shall be delivered by the Government of the United Kingdom at those depots or units, and the Royal Netherlands Government

De Regeering van het Vereenigd Koninkrijk en de Regeering van het Koninkrijk der Nederlanden;

Beoogende schikkingen te treffen voor de voorziening van bepaalde vliegtuigen en uitrusting door het Vereenigd Koninkrijk aan Nederland;

Zijn als volgt overeengekomen:—

#### ARTIKEL 1.

1. Behoudens de voorzieningen der paragraphen 2 en 3 van dit artikel komen de Regeering van het Vereenigd Koninkrijk overeen te verkoopen en de Regeering van het Koninkrijk der Nederlanden te koopen de in de Appendix van deze overeenkomst gespecificeerde vliegtuigen en uitrusting.

2. Eenige der vliegtuigen en het een en ander van de uitrusting, aangegeven in de Appendix is reeds geleverd aan de Regeering van het Koninkrijk der Nederlanden onder termen van de zoogenaamde Mutual Aid en het overige zal zoo spoedig mogelijk worden afgeleverd. Indien een onvoorzien tekort aan uitrusting zich mocht voordoen, zal de Regeering van het Vereenigd Koninkrijk alle pogingen in het werk stellen om deze op aanvaardbare wijze te vervangen.

3. Voor zoover in de in de Appendix aangegeven vliegtuigen en uitrusting onderdeelen zijn begrepen, welke door de Regeering van het Vereenigd Koninkrijk zijn verkregen van de Regeering der Vereenigde Staten op "Lend-Lease" basis, zal de aflevering en prijs hiervan afhankelijk zijn van het treffen van passende schikkingen van de Regeering van het Vereenigd Koninkrijk met de Regeering der Vereenigde Staten.

4. Indien de Regeering van het Koninkrijk der Nederlanden het wenschelijk acht de levering van eenig materieel of vliegtuigen als aangegeven in de Appendix door de lucht te doen plaats vinden, zal zoodanige levering geschieden op kosten en voor risico van de Regeering van het Koninkrijk der Nederlanden.

5. Behoudens het gestelde in paragraaf 4 zullen nog te leveren vliegtuigen en uitrusting, indien afkomstig van het Vereenigd Koninkrijk of eenige plaats buiten Europa, door de Regeering van het Vereenigd Koninkrijk vrij aan boord in de haven van verscheping worden geleverd; of (indien afkomstig van het Vereenigd Koninkrijk) worden verzonden naar een station of depot in het Vereenigd Koninkrijk, indien zulks wordt verlangd door de Regeering van het Koninkrijk der Nederlanden. De kosten van verscheping en de transportrisico's van de haven van verscheping naar Nederland of Nederlandsch Indië zullen voor rekening van de Regeering van het Koninkrijk der Nederlanden komen. Vliegtuigen en uitrusting, welke nog geleverd moeten worden en afkomstig zijn van depots of eenheden der

will assume the cost and risks of transport by road, rail or sea to the Netherlands or to the Netherlands East Indies.

## ARTICLE 2.

1. The Royal Netherlands Government shall pay for that portion of the aircraft and equipment specified in the Appendix which has not already been delivered as Mutual Aid the sum of £1,800,000 to the Government of the United Kingdom.

2. Payment of the above-mentioned sum of £1,800,000 shall be made in sterling as follows: £1,186,900 on or before the 1st December, 1946, and £613,100 on or before the 1st June, 1947.

3. In the event of the Royal Netherlands Government desiring on or before the 31st July, 1946, to cancel the transfer of the Mosquito LBVI aircraft and other equipment under serial (IX) (a) of the Appendix, a credit equal to the amount included in respect of these items in the total sum above mentioned will be held at the disposal of the Royal Netherlands Government for the purchase of other equipment, and the Government of the United Kingdom will endeavour to arrange for the supply of such equipment.

## ARTICLE 3.

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

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

Done in London, in duplicate, this 4th day of December, 1946, the English and Netherlands texts being equally authentic.

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

(L.S.) E. MICHELS VAN VERDUYNEN.

Royal Air Force in Europa, zullen door de Regeering van het Vereenigd Koninkrijk worden afgeleverd op zulke depots of eenheden en de Regeering van het Koninkrijk der Nederlanden zal de kosten en risico's van vervoer op den weg, per trein of per schip naar Nederland of Nederlandsch Indië op zich nemen.

### ARTIKEL 2.

1. De Regeering van het Koninkrijk der Nederlanden zal voor dat gedeelte der vliegtuigen en uitrusting als aangegeven in de Appendix, hetwelk nog niet is afgeleverd op termen van "Mutual Aid," een bedrag van £1,800,000 betalen aan de Regeering van het Vereenigd Koninkrijk.

2. Betaling van de bovenvermelde somma van £1,800,000 zal in sterling plaats vinden als volgt: £1,186,900 op of voor den 1<sup>en</sup> December 1946 en £613,100 op of vóór den 1<sup>en</sup> Juni 1947.

3. Voor het geval de Regeering van het Koninkrijk der Nederlanden op of vóór den 31sten Juli 1946 van de overdracht van de Mosquito LBVI vliegtuigen en andere uitrusting, vallende onder Nr. (IX) (a) van de Appendix, wenscht af te zien, zal een crediet gelijkwaardig aan het bedrag, betwelk hiervoor in de totale boven vermelde som is opgenomen, ter beschikking worden gehouden van de Regeering van het Koninkrijk der Nederlanden, voor den aankoop van andere uitrusting, en zal de Regeering van het Vereenigd Koninkrijk trachten maatregelen te treffen voor de levering van zoodanige uitrusting.

### ARTIKEL 3.

De onderhavige overeenkomst wordt van kracht met ingang van den datum van heden.

Ten bewijze hiervan hebben ondergetekenden, daartoe gemachtigd door hunne respectievelijke Regeeringen, de onderhavige overeenkomst geteekend en hun zegels daaraan gehecht.

In tweevoud opgemaakt te Londen, den 4<sup>den</sup> December, 1946, in het Nederlandsch en in het Engelsch, welke beide teksten als authentiek worden beschouwd.

(L.S.)                  E. MICHIELS VAN VERDUYNEN.

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

APPENDIX.

Unit or Formation.	U.E.	Aircraft.			Unit Equipment.	Spare Engines.	Station Ground Equipment.	Station or Squadron M.T.	W.B. Technical Supplies.	3 years' Maintenance Spares.				3 years' Air-frame and engine spares.	Remarks.
		Reserve.	Wastage.	Total.						Col. 6.	Col. 8.	Col. 9.	Col. 10.		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
<b>FLYING TRAINING.</b>															
(i) 1 Station H.Q.... (Gilze Rijen)	...	...	...	...	...	...	Yes	Yes	Yes	...	Yes	Yes	Yes	...	(i) Col. 8 includes signals vehicles and equipment, station sick quarters and 2 relief landing grounds.
(ii) I.T.S. (Satellite-Woensdrecht)	...	...	...	...	...	...	...	...	...	...	...	...	...	...	(ii) Includes grading flight.
Aircraft— Tiger Moth	35	9	12	56	Yes	21	...	Yes	...	Yes	...	Yes	...	Yes	Q
(iii) 1 F.T.S.															
Aircraft— Harvard	...	...	...	...	(150)	...	...	Yes	...	...	...	Yes	...	Yes	(iii) Harvards being obtained through United States sources. (150 fitted TR. 1143 and 50 fitted VHF/BA also.) Col. 15: 3 years TR. 1143 spares, 1 year VHF/BA spares.
(iv) 1 Station H.Q. (Twente)	...	...	...	...	...	...	Yes	Yes	Yes	...	Yes	Yes	Yes	...	(iv) Col. 8 includes signals vehicles and equipment, and sick quarters. Air Defence Organisation equipment also included in Col. 8.
(v) 1 Radio(W/Op.) School															
Aircraft— Proctor IV	5	1	4	10	Yes	3	...	Yes	...	Yes	...	Yes	...	Yes	
(vi) 1 A.G. School															
Aircraft— Spitfire LF IX	4	1	4	9	Yes	3	...	Yes	...	Yes	...	Yes	...	Yes	(vi) Col. 6 includes synthetic training equipment.
(vii) 1 A.N. and B. School															
Aircraft— Anson I	...	10	3	12	25	Yes	6	...	Yes	...	Yes	...	Yes	...	

(viii) 1 T.E. Conversion Unit															
Aircraft—															
Oxfords ... ...	10	3	11	24	Yes	12	Yes	(viii) See Note II. Col. 6 includes 2 Link Trainers, Photographic Section and signals vehicles.							
(ix) I.O.T.U. Aircraft—															
(a) Mosquito LB VI	16	4	18	38	Yes	30	...	Yes	...	Yes	...	Yes	...	Yes	(ix) (b) Aircraft also included in serial (xxi), Col. 4.
(b) Spitfire LF IX (flight) ... ...	(8)	(4)	...	(12)	Yes	2	...	...	...	Yes	...	...	...	Yes	(ix) (b) 1 year's maintenance spares (Cols. 11 & 15) only.
TECHNICAL TRAINING.															
(x) 1 Station H.Q. ...	...	...	...	...	...	...	Yes	Yes	Yes	...	Yes	Yes	Yes	...	(x) Col. 8 includes sick quarters.
TRANSPORT SQUADRON AND COMMUNICATION FLIGHT.															
(xi) 1 Station H.Q. (Valkenburg) ...	...	...	...	...	...	...	Yes	Yes	Yes	...	Yes	Yes	Yes	...	(xi) Col. 8 includes signals vehicles and 2 Link Trainers and station Sick Quarters.
(xii) 1 M.R. Transport Squadron	...	...	...	...	Yes	...	...	Yes	...	Yes	...	Yes	...	...	(xii) Squadron formed by K.L.M. out of existing Flight (ex-1316 Flight). 7
(xiii) Communication Flight—															
(a) Austers ... ...	20	...	...	20	...	...	...	...	...	...	...	...	...	Yes	(xiii) (a) Col. 15 includes value of demands for Austers already held and 12 months' maintenance spares only.
(b) Dominie ... ...	4	...	...	4	...	...	...	...	...	...	...	...	...	Yes	(xiii) (b) Col. 15 includes unit equipment (specific to type only), spare engines and 12 months' maintenance spares, to be provided.
(c) Lockheed ... ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	
(xiv) U.E.D. ... ...	...	...	...	...	...	...	Yes	Yes	...	...	Yes	Yes	...	...	To cover all units, including Training Schools, in Holland.
(xv) Salvage Unit ...	...	...	...	...	...	...	Yes	Yes	...	...	Yes	Yes	...	...	
(xvi) 4th Line Engine Repair Equipment (K.L.M. Amsterdam) ...	...	...	...	...	...	...	Yes	...	...	...	...	...	...	...	(xvi) Engine strip and assembly kits.
(xvii) Ammunition, Bombs, Pyrotechnics ...	...	...	...	...	...	...	Yes	...	...	...	...	...	...	...	In accordance with R.A.F. estimated expenditure.
(xviii) (a) Specialist Clothing ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	(xviii) Col. 9 M.T., &c., for Air Ammunition Park.
(b) Lubricants ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	(xviii) As requested by Royal Netherlands Air Force Staff.

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Unit or Formation.	Aircraft.					3 years' Maintenance Spares.										Remarks.
	U.E.	Reserve.	Wastage.	Total.	Unit Equipment.	Spare Engines.	Station Ground Equipment.	Station or Squadron M.T.	W.B. Technical Supplies.	Col. 6.	Col. 8.	Col. 9.	Col. 10.	3 years' Air-frame and engine spares.		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	
(xix) (a) 6 sets type "F" Winches (b) 6 .303 Hand-operated Turrets	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	(xix) To be installed in aircraft by Dutch personnel in Holland.
NETHERLANDS EAST INDIES.	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	
(xx) 1 Station H.Q. (Sourabaya)	...	...	...	...	...	...	Yes	Yes	Yes	...	Yes	Yes	Yes	...	(xx) Col. 8 includes (a) Signals vehicles and equipment; (b) Swollen equipment section and salvage element; and (c) Station Sick Qtrs. Col. 9 excludes marine craft.	
(xxi) 1 S. E. Day Fighter Squadron— Spitfire LF IX	16	4	18	38	Yes	35	Yes	Yes	...	Yes	...	Yes	...	Yes	...	(xxi) On a mobile basis (in Col. 6). See also serial ix (b). Col. 8 includes 2 erection equipments and 2 case slings.
(xxii) 1 L.R./G.R. Squadron— Catalina IV B	(9)	...	...	(9)	Yes	...	...	...	...	Yes	...	...	...	...	...	(xxii) Col. 6 includes Catalina equipment of British origin only. Col. 11—1-year spares only.
Dakota	...	(15)	...	(15)	...	...	...	...	...	...	...	...	...	...	...	
(xxiii) A.O.P. Squadron— Auster III	16	4	18	38	Yes	20	...	Yes	...	Yes	...	Yes	...	Yes	...	(xxiii) Radio Sets for aircraft being obtained through British War Office.

NOTE I.—Column 15 includes (a) Engine repair spares up to 4th line.

(b) Airframe repair spares up to 3rd line.

(c) Maintenance spares and wastage vehicles for M.T.

(d) Maintenance spares for Station Ground equipment, unit equipment and W.B. Supplies.

NOTE II.—Serial (vii) Equipment already supplied to the Netherlands Government is included.

NOTE III.—Serial (xiv) Additional equipment, e.g. racks and bins, may be required later.

NOTE IV.—The air authorities 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.