



Treaty Series No. 11 (1946)

# AGREEMENT

BETWEEN

HIS MAJESTY'S GOVERNMENT IN THE UNITED KINGDOM  
AND THE BELGIAN GOVERNMENT

REGARDING CLAIMS ARISING OUT OF  
INCIDENTS INVOLVING MEMBERS  
OF HIS MAJESTY'S FORCES

BRUSSELS, 1ST/25TH JUNE, 1945

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

LONDON

HIS MAJESTY'S STATIONERY OFFICE

ONE PENNY NET

AGREEMENT BETWEEN HIS MAJESTY'S GOVERNMENT IN THE  
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*Brussels, 1st/25th June, 1945.*

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No. 1.

*Sir H. Knatchbull-Hugessen to M. P. H. Spaak.*

*British Embassy,*

*Brussels, 1st June, 1945.*

M. le Ministre,

As the result of the negotiations recently concluded in London between representatives of His Majesty's Treasury and War Office on the one hand and the Belgian Government on the other, a Memorandum of Agreement, a copy of which is annexed hereto, relating to the investigation and disposal of certain categories of claims by or against Belgian residents arising out of incidents involving members of His Majesty's Forces has been drawn up and approved by the said Representatives.

2. I have the honour to inform your Excellency that His Majesty's Government in the United Kingdom of Great Britain and Northern Ireland approve of the terms of the annexed Memorandum of Agreement, and to enquire whether the Belgian Government likewise approve thereof.

3. In that event the present note and your Excellency's reply to that effect will be regarded as constituting an agreement between the two Governments with effect from the date of your Excellency's note.

I avail, &c.

(Signed) H. M. KNATCHBULL-HUGESSEN.

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ANNEX.

*Memorandum of Agreement.*

For the practical application of certain clauses of the Mutual Aid protocol dated the 22nd August, 1944,<sup>(1)</sup> and for the purpose of defining the procedure relating to certain categories of claims it is agreed that:—

(1) *Scope of Application.*—The claims to which this Agreement applies are claims for damage to immovable property in Belgium (not belonging to enemy interests) and claims by or against persons ordinarily resident or corporations having a principal place of business in Belgium which arise out of incidents occurring in Belgium and involve the British Forces.

(2) *War Damage.*—No claim for damage to property, or injury to or death of persons, arising out of the action of or the operations against the enemy, or any other combat activity, or for any other damage or injury classified as war damage or war injury, shall be the responsibility of the Government of the United Kingdom. (For guidance see Appendix A.)

(3) *Criminal Acts.*—The investigation and disposal of claims which arise out of criminal and other acts, either of which involve moral turpitude (such

<sup>(1)</sup> "Treaty Series No. 1 (1945)," Cmd. 6620.

as rape, assault, theft or pillage) and are alleged to have been committed by members of the British Forces will be the responsibility of the Government of the United Kingdom to such extent and in such manner as it may determine.

Nothing in this paragraph shall prejudice any right which the Belgian Government may have to make representations on behalf of Belgian subjects through diplomatic channels to the Government of the United Kingdom in connection with any such claims.

(4) *Occupational Claims*.—All claims for damage to lands, bivouac areas, buildings and their contents (except those referred to in paragraph (3) above), where the damage or destruction is a result of the use or occupation of such property for the purpose for which the same was requisitioned or otherwise used or occupied will be investigated, assessed, paid or otherwise disposed of by the Belgian Government.

(5) *Traffic Accidents*.—All claims arising out of traffic accidents (except those referred to in paragraph (3) above) will be investigated, assessed, paid or otherwise disposed of by the Belgian Government. In any case in which the British Forces certify that the driver was not on duty at the time of the accident, the claim will be investigated, assessed, paid or otherwise disposed of by the Government of the United Kingdom.

(6) *Maritime Accidents*.—Subject to the provision at the end of this paragraph, all claims arising out of accidents of a maritime nature which have occurred or which may occur in any Belgian harbour or waterway or in Belgian territorial waters and which are made against any ship which is the property of, or which was operating at the risk of the Government of the United Kingdom shall be investigated, assessed, paid or otherwise disposed of by the Belgian Government.

This paragraph shall apply to claims arising out of such maritime accidents affecting craft of all descriptions (including amphibious craft when afloat) operated by and at the risk of the British Forces but shall not apply to claims made against any ship owned by or operating at the risk of the Ministry of War Transport which are outside the scope of this Agreement.

(7) *Aircraft Accidents*.—Claims arising out of accidents occurring in Belgium or in Belgian territorial waters involving aircraft operated by and at the risk of the British Forces will be investigated, assessed, paid or otherwise disposed of by the Belgian Government.

(8) *Workmen's Compensation*.—All claims for compensation arising out of injury sustained during and as a result of employment with the British Forces shall (if the labour was provided by the Belgian Government as Mutual Aid) be accepted by the Belgian Government as matters for Mutual Aid.

(9) *Other Claims*.—All other claims (except those referred to in paragraph (3) above), and not elsewhere covered by other agreements between the respective Governments, will be investigated, assessed, paid or otherwise disposed of by the Belgian Government. Without limiting the generality thereof, the term "all other claims" is understood to include claims resulting from:—

- (a) Accidental shootings and explosions.
- (b) Damage to hired or requisitioned premises, subject to the procedural agreement already made.
- (c) Practice gunfire.
- (d) All other incidents for which the Belgian Government would have accepted financial responsibility in comparable circumstances had the service personnel of Belgium been involved.

(10) *Affirmative Claims*.—The Government of the United Kingdom shall transfer to the Belgian Government all claims covered by this Agreement against third parties for damage to property so that the Belgian Government may assert the same by way of affirmative claim or counterclaim.

(11) *Mutual Forbearance*.—In all cases in which property of the respective Governments is damaged or destroyed, or in which one Government might otherwise assert against the other a claim for death, injury or loss (as distinct from the claims of individuals), it is agreed that the respective Governments will each bear their own losses where they fall, and will mutually forbear from asserting any claims against the other. The above will not prevent the formulation of claims against persons for whose negligent acts the respective Governments are not financially responsible. It is understood that this clause extends so as to cover cases in which property of the respective Governments is damaged, in all countries covered by the European Theatre of Operations. It is also understood that the Mutual Forbearance is not limited to cases of damage or injury caused by members of the British Forces only but extends to all cases of damage or injury caused by personnel or employees of the respective Governments.

(12) *Interim Procedure*.—As soon as arrangements therefor can be perfected, but not later than the 1st July, 1945, the Belgian Government will take over the investigation and payment of claims as provided in this Agreement, until which time the British Claims Commission will continue under present arrangements to process and pay or otherwise dispose of such claims; but claims arising out of maritime accidents will be dealt with in accordance with paragraph (6) above as from the 15th April, 1945.

(13) *Publicity*.—Maximum publicity will be given by the Belgian Government as to the procedure and the responsibility in the categories of claims set out above.

(14) *Exclusions*.—Nothing hereinbefore contained shall be construed in any manner to affect the procedure for disposal of claims arising out of contract.

(15) *Procedure*.—It is further agreed that the procedure to be adopted for the investigation and processing of claims of the classes above defined will be arranged in subsequent implementing agreements made between the appropriate authorities of the respective Governments.

(16) *Financial Responsibility*.—The question whether claims (except those referred to in paragraphs (2), (4), (8) and (11) above) which are paid by the Belgian Government under the provisions of this Agreement will or will not be treated as reciprocal aid and, therefore, falling within Article 3 (1) of the Mutual Aid Agreement is reserved. The treatment of the recoveries affected by the Belgian Government pursuant to paragraph (10) above is similarly reserved. These questions will be considered by the Belgian Government in consultation with the Government of the United Kingdom in the light of the reciprocal aid afforded by each Government to the other. Claims (excepting those categories which are the responsibility of the British Government under this Agreement) which have been or will be paid by the British Claims Commission during the period the 1st June, 1944, to the 1st July, 1945, will, so far as financial responsibility is concerned, be treated in the same way as claims paid by the Belgian Government thereafter in accordance with this Agreement.

(17) *Submission to Belgian Legislature*.—The foregoing agreement will come into force on the day of its signature by the representatives of both Governments and will be submitted by the Belgian Government for approval to the Belgian Legislature.

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## APPENDIX A.

*War Damage.*

For the purposes of this Agreement, the following come within the definition of War Damage:—

- (a) Action of any kind whatsoever taken by the enemy.
- (b) Action taken by the Allied Forces in operations against the enemy or what is believed to be the enemy.
- (c) Destructive measures carried out by the Allied Forces for the purpose of denying the enemy access to or use of goods, installations, properties or premises of any kind whatsoever.
- (d) The evacuation of persons or property carried out by the Allied Forces for the purpose of denying the enemy access to or the use of the services of such persons or property.
- (e) Precautionary or preparatory measures including the destruction of buildings or crops, the flooding of land, the adaptation of land to military purposes or other interferences with property or persons taken by the Allied Forces, in order to prevent, hinder or destroy any anticipated action by the enemy.
- (f) Measures taken by the Allied Forces to mitigate the effect of or to avoid the spreading of the consequences of all or any of the types of the actions specified above.

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No. 2.

*M. P. H. Spaak to Sir H. Knatchbull-Hugessen.*

Ministère des Affaires Étrangères  
et du Commerce Extérieur.

Cabinet.

M. l'Ambassadeur,

*Bruxelles, le 25 juin 1945.*

J'AI l'honneur d'accuser réception de la lettre de votre Excellence datée du 1<sup>er</sup> juin 1945 et du "Memorandum of Agreement" concernant l'application de certaines clauses du Protocole du 22 août 1944, relatif à l'aide mutuelle.

En réponse, je suis heureux de faire savoir à votre Excellence que le Gouvernement belge approuve les termes de ce Memorandum of Agreement.

Conformément à la proposition du Gouvernement de Sa Majesté britannique, cet échange de lettres sera considéré, sous réserve de l'application de l'article 17 dudit Memorandum, comme actant l'accord intervenu entre les deux Gouvernements.

Je saisis, &c.

(Signed) P. H. SPAAK.

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