



Treaty Series No. 40 (1948)

Exchange of Notes

constituting an Agreement between the Government of
the United Kingdom and the Danish Government
for the Settlement of Claims arising
out of Incidents involving the
British Forces in Denmark

[with Mutual Aid Protocol of 24th October, 1945]

London, 1st December, 1947

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

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EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM
AND THE DANISH GOVERNMENT FOR THE SETTLEMENT OF
CLAIMS ARISING OUT OF INCIDENTS INVOLVING THE
BRITISH FORCES IN DENMARK

London, 1st December, 1947

No. 1

Mr. Ernest Bevin to Count Eduard Reventlow

*Foreign Office, S.W. 1,
1st December, 1947.*

Your Excellency,

I have the honour to inform you that a procedure for the settlement of certain categories of claims between the Government of the United Kingdom of Great Britain and Northern Ireland and the Royal Danish Government, arising out of incidents occurring in Denmark and involving the British Forces, has been drawn up by the competent authorities of the two Governments in the terms set out in the annex to the present Note.

2. His Majesty's Government in the United Kingdom approve of the annexed provisions and, if they are likewise approved by the Danish Government, I have the honour to suggest that the present Note and your Excellency's reply to that effect be regarded as constituting an agreement on this subject between the two Governments which shall come into force with effect from 1st June, 1944.

I have, &c.
(Signed) ERNEST BEVIN.

Annex to No. 1

Memorandum of Agreement

For the practical application of certain clauses of the Mutual Aid Protocol of 24th October, 1945,⁽¹⁾ 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 is intended to apply are claims arising out of incidents occurring prior to 31st December, 1947, involving damage to immovable property in Denmark or in Danish territorial waters (not belonging to enemy nationals) and claims by or against persons ordinarily resident in Denmark (not being enemy nationals) or corporations (other than corporations registered in enemy territory) having a principal place of business in Denmark, which arise out of incidents occurring in Denmark or in Danish territorial waters and involving the British Forces as defined below.

⁽¹⁾ See Appendix, page 6.

(2) *Investigation and Assessment to be undertaken by the Danish Government.*—The Danish Government will receive, investigate and assess the following categories of claims:—

- (a) *Traffic Accidents.*—Claims arising out of accidents involving vehicles owned or controlled by the British Armed Forces, except those cases in which the British Commander certifies that the driver was not on duty at the time of the accident.
- (b) *Occupational Claims.*—All claims for damage to land, bivouac areas, buildings and their contents, including claims for damage by fire or by training and manœuvres, where the damage or the destruction is the result of the use or occupation of such property for the purpose for which the same was requisitioned or otherwise used or occupied and which may not be covered by the agreement between the Royal Danish Minister of the Interior and the British Army of the Rhine, dated 19th June, 1946, or any other special agreement.
- (c) *Other Miscellaneous Claims.*—All other claims for damages of a civil nature not covered by other agreements between the respective Governments. Without limiting the generality thereof, the term “damages of a civil nature” is understood to include claims arising from—
- (i) accidental shootings and explosions;
 - (ii) practice gunfire;
 - (iii) all other incidents, except those referred to in paragraph 3 hereof, for which the Danish Government would have accepted financial responsibility in comparable circumstances had Danish Service personnel been involved.
- (d) *Aircraft Accidents.*—All claims arising out of accidents occurring in Denmark or in Danish territorial waters involving aircraft operated by and at the risk of the British Forces.
- (e) *Maritime Accidents.*—All claims arising out of accidents of a maritime nature which have occurred or which may occur in any Danish waterway or in any Danish territorial waters, and which are made against any ship (proceeding on a voyage to or from the British Forces stationed in Denmark) which is the property of, or which was operating at the risk of, the Government of the United Kingdom.
- 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 Transport.
- (f) *Workmen's Compensation.*—All claims for compensation arising out of injuries sustained during, or as a result of, employment with the British Forces, providing the accident occurred prior to 9th November, 1945. As from 9th November, 1945, the Government of the United Kingdom has insured against this category of claims.

(3) *Investigation and Assessment to be undertaken by the Government of the United Kingdom.*—The Government of the United Kingdom will receive, investigate and assess all claims which arise out of:—

- (a) Criminal or other acts, either of which involve moral turpitude (such as rape, assault, theft or pillage), alleged to have been committed by members of the British Forces.
- (b) Off duty traffic accidents, where the British Commander certifies that the Service Driver was not on duty.

(4) *Financial Responsibility.*—The payment of the claims referred to in paragraph 2 hereof will be the financial responsibility of the Danish Government as matters of Mutual Aid, providing such claims arise out of incidents occurring prior to 9th November, 1945. The payment of all claims referred to in paragraph 2 hereof arising out of incidents occurring on or after 9th November, 1945, and all claims referred to in paragraph 3 hereof, will be the financial responsibility of the Government of the United Kingdom.

(5) *Procedure.*—The Danish Government will undertake the work of investigation in respect of the claims set out in paragraph 2 hereof and will refer each claim to the A.D. Claims (Low Countries) Brussels with all supporting documents and a recommendation as to the amount of compensation to be awarded. The award of the Claims Commission will be communicated through the same channel to the Danish Government, which, if the incident giving rise to the claim occurred prior to 9th November, 1945, will pay and bear the cost of the compensation out of Danish Government Funds in accordance with paragraph 4 hereof or, if the incident occurred on or after 9th November, 1945, will pay the compensation as an advance in accordance with paragraph 6 hereof. The Claims Commission will supply the Danish Government with any non-privileged documents required to enable the latter to carry out the work undertaken by it under this paragraph.

(6) *Machinery for effecting Payment.*—The Danish Government will advance the sums required to effect the settlements of those claims arising out of incidents occurring after 9th November, 1945, which are its responsibility under paragraph 2 hereof so far as investigation and assessment are concerned. The Government of the United Kingdom will refund in accordance with the appropriate financial agreement all approved payments in respect of these claims. Payments by the Danish Government in respect of incidents occurring before 9th November, 1945, will be charged to Mutual Aid and will not, therefore, be subject to refund by the Government of the United Kingdom.

(7) *Basis for assessment of Liability and Damages.*—All claims to be investigated by the Danish Government hereunder will be assessed and settled in accordance with Danish Law and subject to any principles that might be applied by the Danish Authorities in comparable circumstances if Danish Service personnel were involved.

(8) *Affirmative Claims.*—The Government of the United Kingdom shall transfer to the Danish Government all claims covered by this Agreement against civilian third parties for damage to property, so that the Danish Government may assert the same by way of claim or counter-claim. The amounts recovered will be credited by the Danish Government to the Government of the United Kingdom when submitting the request for refund referred to in paragraph 6 hereof. Moneys recovered from third parties in respect of claims arising out of incidents occurring prior to 9th November, 1945, will be retained by the Danish Government.

(9) *War Damage.*—Nothing in this agreement shall be deemed to place any financial responsibility upon the Government of the United Kingdom in respect of any claim by an inhabitant of Denmark for damage to property, or injury to, or death of persons arising out of action of, or operations against the enemy or any other combat activities, or for any other damage or injury classified as war damage or war injury.

(10) *Mutual Forbearance.*—In all cases in which property of the respective Governments is accidentally damaged or destroyed, or in which one Government might otherwise assert against the other a claim for death, injury, or loss (as distinct from claims made by or on behalf of individuals), it is agreed that the Government of the United Kingdom and the Danish Government will each bear their own losses where they fall and will mutually forbear from asserting any claims against the other.

(11) *Definition of "British Forces."*—The term "British Forces" shall be deemed, for the purpose of this agreement, to include the personnel of the Royal Navy, the British Army, the Royal Air Force and any organisation under their control.

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

(13) *Personal Claims by Individual Members of the British Forces.*—This Agreement does not apply to individual claims by members of the British Forces under British command, such individuals being free to pursue such personal claims as they may think fit.

(14) *Procedure.*—It is further agreed that the detailed procedure to be adopted for the investigation and processing of claims of the categories to which this Agreement applies will be arranged between the British and the Danish Services concerned.

1st December, 1947.

No. 2

Count Eduard Reventlow to Mr. Ernest Bevin

Royal Danish Embassy,

1st December, 1947.

Sir,

I have the honour to acknowledge receipt of your Note of to-day's date informing me that a procedure for the settlement of certain categories of claims between the Government of the United Kingdom of Great Britain and Northern Ireland and the Royal Danish Government, arising out of incidents occurring in Denmark and involving the British forces, has been drawn up by the competent authorities of the two Governments in the terms set out in the annex to your Note and that the procedure has received the approval of His Britannic Majesty's Government in the United Kingdom.

2. The Royal Danish Government for their part likewise approve of these provisions and agree that your Note and the present reply be regarded as constituting an agreement on this subject between the two Governments which shall come into force with effect from 1st June, 1944.

I have, &c.

(Signed) E. REVENTLOW.

APPENDIX

PROTOCOL RESPECTING MUTUAL AID BETWEEN THE
GOVERNMENT OF THE UNITED KINGDOM AND THE
DANISH GOVERNMENT

London, 24th October, 1945

The Government of the United Kingdom of Great Britain and Northern Ireland and the Royal Danish Government,

Desiring to make arrangements for the attribution of expenditure incurred in the defeat of the common enemy and the liberation of Denmark,
Have agreed as follows:—

ARTICLE 1

(a) Subject to the provisions of paragraphs (b), (c) and (d) of this Article, the Government of the United Kingdom shall not claim reimbursement of the cost of equipment (including war material) supplied to Danish Armed Forces (including those operating within Denmark under the Danish Freedom Council) before the 9th May, 1945, or of the costs of the maintenance of the personnel of the Danish Armed Forces employed under the British High Command.

(b) The costs to which paragraph (a) of this Article relate are the costs of all stores, supplies, services and facilities which can most effectively be provided, and are provided, for the Danish Armed Forces directly by Departments or agencies of the Government of the United Kingdom.

(c) After the termination of this Protocol, the Government of the United Kingdom may require the return of any of the articles supplied under this Article which have not been lost, destroyed or consumed.

(d) The provisions of paragraph (a) of this Article shall not apply to the pay, allowances, pensions and any other emoluments of members of the Danish Armed Forces.

ARTICLE 2

(a) The Royal Danish Government shall, as from the effective date of this Protocol, not claim reimbursement of the costs of the reciprocal aid which they are able to supply to the Government of the United Kingdom.

(b) After the termination of this Protocol the Royal Danish Government may require the return of any of the articles supplied under this Article which have not been lost, destroyed or consumed.

ARTICLE 3

(a) The costs to which the provisions of Article 2 of this Protocol relate are the cost of all stores, supplies, services and facilities required by the British Armed Forces in Denmark which can most effectively be procured in Danish territory (excluding the Faroe Islands); as far as possible the procurement in Danish territory shall be effected directly by Departments or agencies of the Royal Danish Government.

(b) The provisions of paragraph (a) of this Article shall not apply to the pay, allowances, pensions and other emoluments of members of the British Armed Forces.

ARTICLE 4

(a) The Royal Danish Government hereby agree to place at the disposal of the British War Office such funds in Danish currency as are required in Denmark by the British Armed Forces. On the termination of this Protocol the British War Office shall hand over to the Royal Danish Government any such Danish funds remaining in their possession.

(b) In so far as such funds are used for the procurement on behalf of the British Armed Forces of stores, supplies, services and facilities as mentioned in Article 3 of this Protocol, no reimbursement shall be made by the Government of the United Kingdom.

(c) In so far as such funds are used for the pay, allowances and other emoluments of the British Armed Forces in Denmark the Government of the United Kingdom shall pay for the period up till the 1st October, 1945, the Sterling equivalent of 80·5 per cent. of the sum so used to the credit of the Royal Danish Government, calculated at the rate of 19·34 kroner to the £. For the remaining period of this Agreement the Government of the United Kingdom shall pay the Sterling equivalent of the full amount of the sum used for such purposes at the official rate in accordance with the provisions of Article 1 of the Anglo-Danish Monetary Agreement of the 16th August, 1945.⁽²⁾

ARTICLE 5

In order that the satisfaction of the local requirements of the British Armed Forces may have the least possible disrupting effect on the economy of Denmark, the British military authorities and the Danish authorities will consult together from time to time as to the stores and supplies which the British Army procurement agencies and individual officers and men are permitted to obtain locally. The British military authorities will place such restrictions as are agreed to be necessary upon purchases, whether by agencies or troops.

ARTICLE 6

The Government of the United Kingdom and the Royal Danish Government shall consult together with regard to the detailed application of this Protocol. Likewise any difficulty which may arise as to the interpretation and application of this Protocol, and any doubt which may arise as to the nature of the stores, supplies, services and facilities covered by the provisions of Articles 1 and 3 or as to the extent to which these stores, supplies, services and facilities shall be furnished shall be resolved by consultation between the contracting Governments.

ARTICLE 7

The effective date of this Protocol shall be the 1st May, 1945.

ARTICLE 8

This Protocol shall remain in force until the 8th November, 1945. Before the Agreement is terminated the two contracting Governments shall consult together as regards any arrangements that may be necessary after the date of termination.

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

Done in London in duplicate this 24th day of October, 1945.

On behalf of the Government of the United Kingdom of Great Britain and Northern Ireland:

(L.S.) ERNEST BEVIN.

On behalf of the Royal Danish Government:

(L.S.) E. REVENTLOW.

⁽²⁾ "Treaty Series No. 1 (1945)," Cmd. 6671.

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