

EXCHANGE OF NOTES (NOVEMBER 28, 1946, OCTOBER 28, 1948)
BETWEEN CANADA AND THE NETHERLANDS CONSTITUTING
AN AGREEMENT ON THE TRANSFER OF CANADIAN ARMY
STORES AND EQUIPMENT TO THE NETHERLANDS GOVERN-
MENT, THE SETTLEMENT OF CLAIMS RESULTING FROM
THE PRESENCE OF CANADIAN FORCES IN THE NETHERLANDS
DURING THE WAR, AND RELATED MATTERS

I

*The Canadian Ambassador to the Netherlands
to the Minister for Foreign Affairs of the Netherlands*

CANADIAN EMBASSY

THE HAGUE, November 28, 1946.

SIR,

I have the honour to refer to the negotiations recently conducted between representatives of the Netherlands Government and of the Canadian Government relative to the transfer of Canadian Army stores and equipment to the Netherlands Government, the settlement of claims resulting from the presence of Canadian Forces in the Netherlands, also related matters. As a result of these negotiations, it is my understanding that the following agreement was reached:

I. The Government of Canada:

- (a) agreed to transfer to the Government of the Netherlands all Canadian Army stores and equipment physically situated in the Netherlands on April 1st, 1946;
- (b) agreed to transfer to the Government of the Netherlands stores and equipment from other sources to meet balances (less deficiencies as agreed) of orders already placed with European representative of War Assets Corporation up to and including March 1st, 1946;
- (c) undertook to pay accounts for supplies for the Netherlands Army purchased in Canada through the agency of the Government of Canada to an amount not exceeding \$8,400,000.

II. The Government of the Netherlands:

- (a) agreed to cancel all claims against the Government of Canada in respect of goods and services supplied to the Canadian Army and as would be required by the Canadian Army until August 1st, 1946 and undertook to pay, settle, satisfy and save harmless the Government of Canada and the members of its Armed Forces from all claims in respect of damage caused by or through members of Canadian Army serving, or who have served in the Netherlands, but excluding claims arising out of acts of moral turpitude by such members;
- (b) undertook not to sell or otherwise dispose of, either directly or indirectly, any stores or equipment transferred to it by the Government of Canada to any country or to any persons in any country on the Continents of North and South America or the islands adjacent thereto;
- (c) undertook to pay the sum of \$4,000,000 to the Government of Canada.