

Declassified E.O. 12356 Section 3.3/PND No. 785020

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IMAS/IRN-4/N

FINANCE

AUG. 46-SEP. 47

ALLIED FORCE HEADQUARTERS
U.S. NAVAL MEMBER
ITALIAN NAVAL BRANCH
APO 794

File No.
116-2/15

15 May 1947

Serial: 908

From: U.S. Naval Member, Italian Naval Branch,
Allied Force Headquarters.
To: British Ministry of Transport, Rome. *Consolidated 20.*
Subject: Live Disbursements Made by British Ministry of Transport.
Reference: (a) U.S. Naval Member, Italian Naval Branch, Allied Force
Headquarters ltr. serial 906 of 14 May 1947.

1. A copy of reference (a) is forwarded herewith for your information.
2. Any further claim for live disbursements made on U.S. Navy vessels should be referred directly, to the Bureau of Supplies and Accounts, Navy Department, Washington 25 D.C.

*Previous correspondence in
NSC files - 1 RN-4 #47*

H. A. Sirali.

Copy to:
Bureau Sup, Lies and Accounts.
ComNavMed.

1 RN-4/N/

855

Allied Force Headquarters
U.S. NAVAL MEMBER
ITALIAN NAVAL BRANCH
APO 794

File No.
111-2/16

11 May 1947

Serial: 906

From: U.S. Naval Member, Italian Naval Branch,
Allied Force Headquarters.
To: The Chief of the Bureau of Supplies and Accounts.
Subject: Lire Disbursements Made by British Ministry of Transport.
Reference: (a) ComNavMed ltr. L6, Serial 665 of 12 April 1947.
(b) ComNavMed ltr. 111-15/123, Serial 2314 of 26 December 1945,
with endorsements thereto.
(c) DMT ltr. GAE/1501/47 of 10 March 1947.
Enclosure: (A) Reference (a) with enclosures thereto.
(B) Copy of reference (b) and enclosures thereto.
(C) Reference (c) with attached vouchers.
(D) Signed receipts.

1. In accordance with reference (a) all correspondence and vouchers pertaining to lire disbursements made by the British Ministry of Transport to the United States Navy are forwarded (under separate cover) for settlement.

2. Attention is invited to the third endorsement 111-2, serial 881 of 11 April 1947, to reference (b).

3. Reference (c) is a claim for disbursements made to United States Navy armed guard crews of merchant ships sunk during an air raid in Bari, Italy, in December 1943. The signed receipts of the naval personnel who received such payments are forwarded as enclosure (D). This claim is considered just and is recommended for payment.

IRN-4/11

H. W. Zirolli.

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BRITISH MINISTRY OF TRANSPORT

A.P.O. S. 551 C.M.F.
25. CORSO D'ITALIA, ROMA

Telegrams: Shipminder, Rome.

Tel. 843041 ~~Ext. 37~~

" 843046 " 41
" 843045 "

Ref: GAR/1738/47

9th May, 1947.

To: Director,
Naval Sub-Section,
Italian Military Affairs Section,
A.F.H.Q.

From: British Ministry of Transport Representative (Italian Area),
Rome.

Subject: LIRE DISBURSEMENTS MADE BY BRITISH MINISTRY OF TRANSPORT
ON U.S. NAVY VESSELS.

References: (i) COMNAVVED Ref. File L11-15/L23. Serial 2314.
(ii) Letters from the Ministry's Rome Office
(a) dated 12th February, 1947 (Ref. GAR/1390/47)
(b) " 13th February, 1947 (Ref. GAR/1409/47)
(c) " 10th March, 1947 (Ref. GAR/1501/47)
(d) " 21st March, 1947 (Ref. GAR/1553/47).
(iii) Letter WSC 5869 15th January, 1947.

It would be appreciated if reply could now be made to the British Ministry of Transport request for repayment of the Lire disbursements, amounting to Lire 4,023,520.-, made by the Ministry on U.S. Navy vessels.

G. A. Bell
G. A. BELL.

British Ministry of Transport Representative
(Italian Area).

12 MAY 1947

NAVY

853

FILE
114-2/123
SERIAL 139

UNITED STATES NAVAL FORCES
MEDITERRANEAN

File
114-2/123
FLEET POST OFFICE,
NEW YORK, NEW YORK.

20 APR 1947

FOURTH ENDORSEMENT to
ComNavMed ltr serial 2314
dated 26 December 1946.

From: Commander, U.S. Naval Forces, Mediterranean.
To: U.S. Naval Member, Italian Naval Branch, Allied Force
Headquarters.

Subject: Lire disbursements made by the British Ministry of War
Transport for U.S. Navy vessels.

Reference: (a) ComNavMed ltr 16 serial 665 dated 12 April 1947.

1. Returned.

2. Reference (a) forwarded to your office all vouchers
pertaining to subject disbursements. It is requested that basic cor-
respondence be included when this matter is forwarded to the Bureau
of Supplies and Accounts for settlement.

W. T. Holmes
W. T. HOLMES
By direction

FILE:
16UNITED STATES NAVAL FORCES
MEDITERRANEAN

SERIAL: 65

FLEET POST OFFICE
NEW YORK, NEW YORK.

From: Commander, U.S. Naval Forces, Mediterranean.
To : U.S. Naval Member Italian Naval Branch AFHQ, Rome, Italy.

Subject: Lire disbursements made by British Ministry of Transport.

Reference: (a) My ltr. 111-15/123 Ser 2314, dtd 26 Dec. 1946 to
Sensluslo, Italy.
(b) ComNavMed disp. 051046Z Feb to Sensluslo, Italy.
(c) ComNavMed disp. 201612Z Feb to Dep. Dir. NS, IMAS.
(d) Dep. Dir., NS, IMAS disp. 211430 Feb to ComNavMed.
(e) ComNavMed disp. 100832Z Mar to Dep. Dir., IMAS.
(f) Dep. Dir., NS, IMAS disp. 111430 Mar to ComNavMed.
(g) ComNavMed disp. 090754Z Apr to U.S. Naval Member Italian
Naval Branch AFHQ.
(h) BMT ltr GAB/1390/47 dtd 12 Feb 1947 with enclosures.
(i) BMT ltr GAB/1409/47 dtd 18 Feb 1947 with enclosures.

Enclosure: (A) Vouchers totaling 3,552,172 lire referred to in ref. (a).
(B) Ref. (h).
(C) Ref. (i).

1. Due to the early departure of this command and the non-receipt of advice concerning legality of payments to the British Ministry of Transport, enclosures (A) through (C) are forwarded herewith.

2. When the legal interpretation referred to in reference (a) has been received it is requested that the entire matter be forwarded to the Bureau of Supplies and Accounts for settlement. Records are not available in this command to substantiate receipt of supplies and services by the various activities involved.

3. It is further requested that the British Ministry of Transport, Rome, Italy be advised of the status of their requests for payment.

W. F. FITZGERALD, Jr.
Chief of Staff

Allied Force Headquarters
U. S. NAVAL MEMBER
Italian Naval Branch
APO 794

File No.
114-2

11 April 1947.

Serial: 881

THIRD ENDORSEMENT to
ComNavMed ltr. Serial 2314
dated 26 December 1946.

From: U. S. Naval Member, Italian Naval Branch, Allied Force
Headquarters.
To: Commander U. S. Naval Forces, Mediterranean.
Subject: Lire Disbursements Made by the Ministry of War Transport to
United States Navy Vessels.

1. Upon study and examination of enclosures (B), (C), and (D), it appears that the Italian Government is not liable to payment of the subject disbursements made by the British Ministry of Transport for services by Italian vessels employed by Allied Authorities.

2. However, as a result of further conferences and study, it is my opinion that though the terms of the Armistice do not specifically indicate the responsibility for payment by the Italian Government, such services as pilotage, tugs, water, and stevedoring, may be considered as the equivalent of "fixed installations" and should be furnished and paid for by the Italian Government.

3. On the other hand, supplies furnished to British authorities directly should be paid by the U. S. Government. Insofar as supplies furnished to Italian vessels manned by Italians, there is a distinction and these obligations should be assumed by the Italian Government. Attention is invited to the procedure adopted by the Royal Navy in furnishing supplies to Italian war vessels in that signed vouchers of all supplies furnished were collected and submitted to the British Admiralty. But recently a British Navy directive requires prepayment in sterling for all supplies furnished the Italian Navy.

4. It appears that the interpretation of the Armistice Terms as stated by the Naval Sub-Section in enclosure (B) is in conflict with the opinions expressed by the Legal Division of the Liaison and Civil Affairs Branch. It is recommended that the final decision as to the legality of payment of subject vouchers rest upon the Bureau of Supplies and Accounts.


H. W. ZIROLLI.

Allied Force Headquarters
U. S. NAVAL MEMBER
Italian Naval Branch
APO 794

File No.
114-2

11 April 1947.

Serial: 881

THIRD ENDORSEMENT to
ComNavmed ltr. Serial 2314
dated 26 December 1946.

From: U. S. Naval Member, Italian Naval Branch, Allied Force
Headquarters.
To: Commander U. S. Naval Forces, Mediterranean.
Subject: Lire Disbursements Made by the Ministry of War Transport to
United States Navy Vessels.

1. Upon study and examination of enclosures (B), (C), and (D), it appears that the Italian Government is not liable to payment of the subject disbursements made by the British Ministry of Transport for services by Italian vessels employed by Allied Authorities.

2. However, as a result of further conferences and study, it is my opinion that though the terms of the Armistice do not specifically indicate the responsibility for payment by the Italian Government, such services as pilotage, tugs, water, and stevedoring, may be considered as the equivalent of "fixed installations" and should be furnished and paid for by the Italian Government.

3. On the other hand, supplies furnished to British authorities directly should be paid by the U. S. Government. Insofar as supplies furnished to Italian vessels manned by Italians, there is a distinction and these obligations should be assumed by the Italian Government. Attention is invited to the procedure adopted by the Royal Navy in furnishing supplies to Italian war vessels in that signed vouchers of all supplies furnished were collected and submitted to the British Admiralty. But recently a British Navy directive requires prepayment in sterling for all supplies furnished the Italian Navy.

4. It appears that the interpretation of the Armistice Terms as stated by the Naval Sub-Section in enclosure (B) is in conflict with the opinions expressed by the Legal Division of the Liaison and Civil Affairs Branch. It is recommended that the final decision as to the legality of payment of subject vouchers rest upon the Bureau of Supplies and Accounts.

H. W. ZIROLI.

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Allied Force Headquarters
ITALIAN NAVAL BRANCH
APO 794

8 April 1947.

IRN-4/N/ 57

SECOND ENDORSEMENT to
ComNavMed ltr. Serial 2314
dated 26 December 1946.

From: Italian Naval Branch, Allied Force Headquarters. (Successor
Organization to Navy Sub-Commission, Allied Commission, and
Naval Sub-Section, Italian Military Affairs Section).
To: U. S. Naval Member, Italian Naval Branch, Allied Force
Headquarters.

Subject: Lire Disbursements Made by the Ministry of War Transport to
United States Navy Vessels.

Enclosure: (B) Copy of Naval Sub-Section, IMAS, ltr. IRN-4/N/52 of
21 February 1947, to Legal Section, LACAB.
(C) Copy of Legal Section, LACAB, ltr. LACAB/4005/L of
9 March 1947, to Naval Sub-Section, IMAS.
(D) Copy of translation of letter from CO.CE.NA. No.
4851/EB/JE of 30 December 1946, to British Ministry
of War Transport.

1. Enclosures (B), (C), and (D) are submitted herewith for your
information and study.


H. W. ZIEGLER,
COMMODORE, U. S. NAVY,
FOR REAR ADMIRAL,
DIRECTOR, ITALIAN NAVAL BRANCH.

848

BRITISH MINISTRY OF TRANSPORT

A.P.O. S. 551 C.M.F.

Telegrams: Shipminder, Rome.
Tel. 843041 Ext. 37

21st March, 1947.

Ref: GAB/1563/47

To: Director,
Naval Sub-Section,
Italian Military Affairs Section,
A.F.H.Q.

From: British Ministry of Transport Representative (Italian Area),
Rome.

Subject: LIRE DISBURSEMENTS MADE BY BRITISH MINISTRY OF TRANSPORT
ON U.S. NAVY VESSELS.

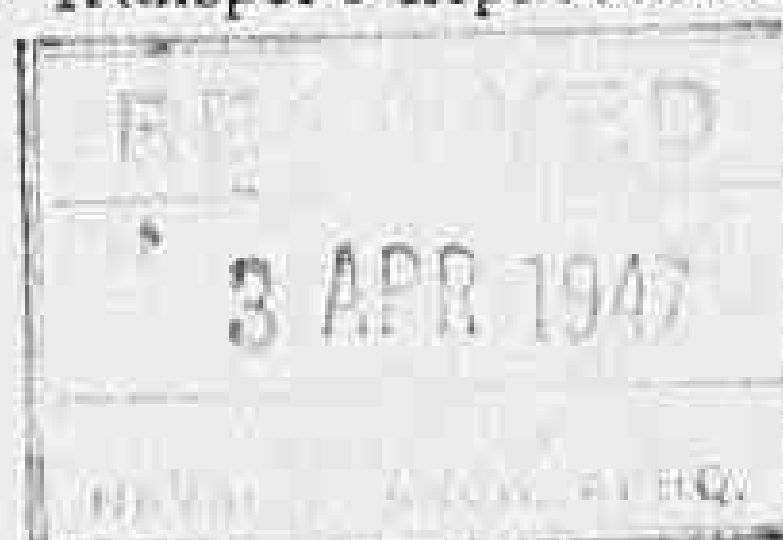
References: (i) COMNAVMEB Ref. File L11-15/L23. Serial 2314.
(ii) Letters from the Ministry's Rome Office
(a) dated 12th February, 1947 (Ref. GAB/1390/47)
(b) " 18th February, 1947 (Ref. GAB/1409/47)
(c) " 10th March, 1947 (Ref. GAB/1501/47).
(iii) Letter NSC 5869 15th January, 1947.

Reference to request for repayment of Lire disbursements made by
Ministry of Transport on U.S. Navy vessels, amounting to Lire 4,023,520.--.

The Ministry have asked me to stress the need for early settlement,
in view of the short time which will elapse before we finally close down,
and it would be greatly appreciated if this matter could be expedited.

Gaird
G. A. BELL.

British Ministry of Transport Representative (Italian Area).



SENIOR U. S. NAVAL LIAISON OFFICER, ITALY.
ROME, ITALY.

DEFDIR SUBSECTION LEAS ROME

FROM: COLNAVME
CLASSIFICATION: UNCL
PRECEDENCE: DEFERRED
DATE: 11 MARCH 1947

ACTION:

INFO:

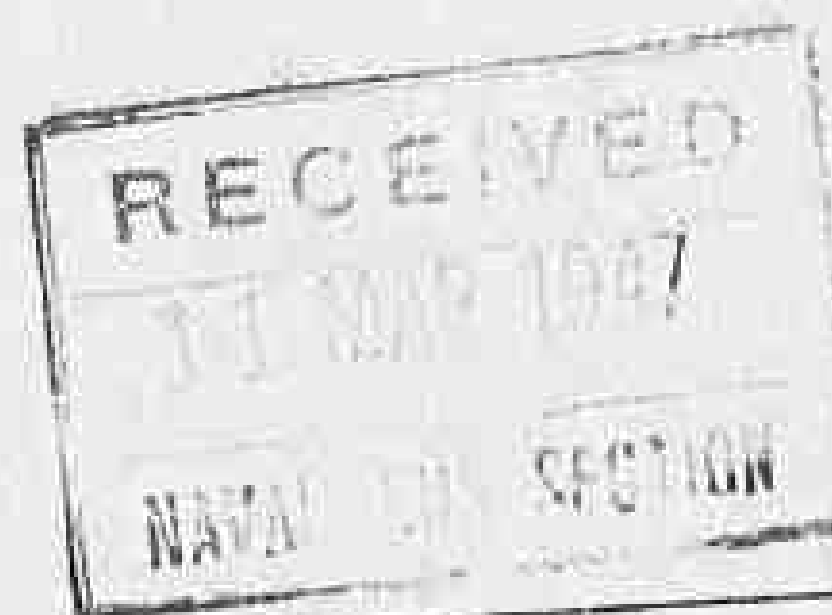
1002327/MARCH 7
1946.

ISUR 211430 FEB X WHEN MAY REPLY BE EXPECTED XX

REF: UR 201612 X OBTAINING LEGAL INTERPRETATION FROM LEGAL SECTION AND HOLDING
CONFERENCES WITH MINISTRY OF WAR TRANSPORT X REPLY DELAYED X WILL ADVISE
SOONEST POSSIBLE XX 211430 XXX

File with pack on
Line Disbursements

181-4.



DISTRIBUTION:

INTERNAL:

EXTERNAL:

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ACTION:

INFO: (FILE)

RSS

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TOR:

INCOMING - OUTGOING D/T GR:
DISPATCH

COPY

BRITISH MINISTRY OF TRANSPORT
A.P.O. S. 551 C.M.F.

Telegrams: Shipminder, Rome.
Tel. 843041 Ext. 37

10th March, 1947.

Ref: GAB/1501/47

To: Director,
Naval Sub-Section,
Italian Military Affairs Section,
A.E.H.Q.

From: British Ministry of Transport Representative (Italian Area),
Rome.

Subject: LINE DISBURSEMENTS MADE BY BRITISH MINISTRY OF TRANSPORT
ON U.S. NAVY VESSELS.

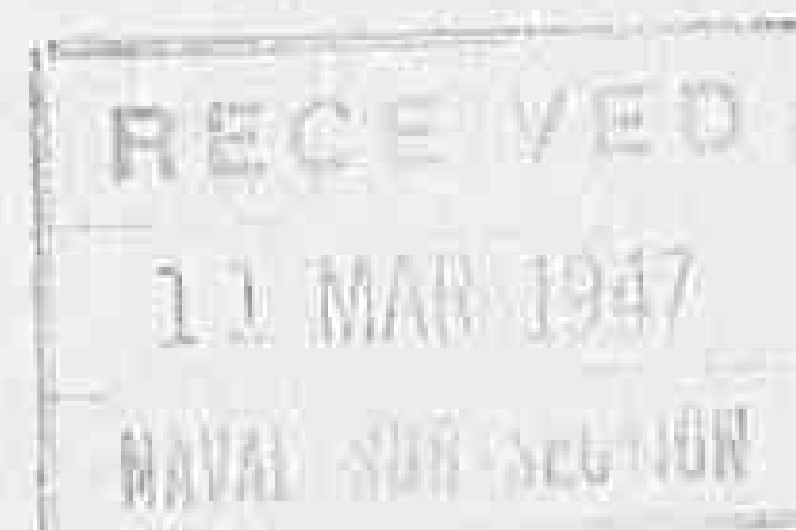
References: (i) COMNAVMD Ref. File L11-15/L23. Serial 2314.
(ii) Letter from the Ministry's Rome Office dated
12th February, 1947 (Ref. GAB/1390/47).
(iii) Letter MXC 5869 15th January, 1947.

The Ministry of Transport, London, have requested me to add to the sum mentioned in the letters under question Lire 20,000.--, for which supporting vouchers are attached.

It is requested that this sum be added to the previous statements, which brings the total sum now due for disbursements made by the Ministry of Transport on U.S. naval vessels to Lire 4,023,520.--.

G. A. BELL.

British Ministry of Transport Representative
(Italian Area).



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13
LIAISON AND CIVIL AFFAIRS BRANCH
LEGAL DIVISION
ROME
APO 794

LACAB/4005/L

7 March 1947

SUBJECT : Liability for the payment of services
supplied to U.S. Navy ships in Italian
ports

TO : Naval Sub-Section
Italian Military Affairs Section

1. See your letter IRE-4/N/52 dated 21 February 1947.
2. An examination has been made into the questions raised, and there is attached hereto a report thereon. It is hoped that the discussion will be of value.

Howe
JOHN K. WEBER
Colonel, Infantry
Chief Legal Adviser



844

SUBJECT : Liability for the payment of services
supplied to U.S. Navy ships in Italian ports.

TO : Naval Sub-Section
Italian Military Affairs Section.

1. Reference your LHM-4/A/52 of 21 Feb. '47.

2. During the years 1943, 1944, and 1945 the Ministry of Transport made certain disbursements for services supplied in Italian ports to vessels operated by the U.S. Navy, and requested payment by the U.S. Naval authorities in the Mediterranean. The services furnished were for "piloting, stevedoring, diving and provisions received in Italian ports." The question submitted for opinion is whether the charges for the above-mentioned services (other than that for provisions for which it is admitted there is no liability) are payable by the United States Navy or by the Italian Government.

3. If the charges are payable by the Italian Govt. it must be in pursuance of a definite obligation resting upon that Govt. It is not suggested that there are any obligations upon the Italian Govt. in respect of ships and services other than those contained in the Armistice terms, and the question at issue has accordingly to be determined by the interpretation to be placed upon the relevant Articles of that instrument.

4. Under Art. 18 the Allies reserve the right to occupy certain parts of Italian territory, 543 and the Italian Supreme Command guarantees to the Allies immediate use and access of all airfields and ports in such territory.

5. Art. 19 provides that in the occupied territory all naval and military installations, power stations, oil refineries, public utility services, all ports and harbours, all transport facilities and equipment, and all such stocks the Allies may require "will be made available in good condition by the competent

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2. During the years 1943, 1944, and 1945 the ministry of transport made certain disbursements for services supplied in Italian ports to vessels operated by the U.S. Navy, and requested payment by the U.S. Naval authorities in the Mediterranean. The services furnished were for "piloting, stevedoring, diving and provisions received in Italian ports." The question submitted for opinion is whether the charges for the above-mentioned services (other than that for provisions for which it is admitted there is no liability) are payable by the United States Navy or by the Italian Government.

3. If the charges are payable by the Italian Govt. it must be in pursuance of a definite obligation resting upon that Govt. It is not suggested that there are any obligations upon the Italian Govt. in respect of ships and services other than those contained in the Armistice terms, and the question at issue has accordingly to be determined by the interpretation to be placed upon the relevant articles of that instrument.

4. Under Art. 18 the Allies reserve the right to occupy certain parts of Italian territory, Italy and the Italian Supreme Command guarantees to the Allies immediate use and access of all airfields and ports in such territory.

5. Art. 19 provides that in the occupied territory all naval and military installations, power stations, oil refineries, public utility services, all ports and harbours, all transport facilities and equipment, and all such stocks the Allies may require "will be made available in good condition by the competent Italian authorities with the personnel required for working them." It should be noted that, while certain of the things mentioned such as military installations, ports and harbours are within the control of the Italian Govt., other things to be made available to the Allies such as power stations, public utilities, and labour for working the docks, and for loading and unloading ships are in the hands of private companies, who of course are not parties to the Armistice Agreement. In

respect to such matters the Italian Govt's obligation amounts to no more than that it will use its best endeavours to secure for the Allies the use of installations, services, and labour in the control of private companies.

6. The object aimed at in Art. 19 is clear from its terms: it is that the Allies should have immediate use of military installations, ports, harbours, and equipment necessary for carrying on active war operations against Germany. The extent of the obligation imposed upon the Italian Govt. must be measured by the actual terms employed. Various things have to be "made available" in good condition to the Allies. This is another way of saying that military installations, ports, harbours, etc. shall be placed at the disposal of the Allies for their unrestricted use. With regard to the things mentioned in Art. 19 over which the Govt. exercised control, such as military installations, harbours, transport, the Govt. could ensure performance of the obligation undertaken, but as to the things not under Govt. control their obligation is of necessity of a different nature. It is to see that the "competent authorities" place at the Allies disposal the things mentioned together "with the personnel required for working them." The harbours, quays, warehouses, and port equipment would be of little use without the usual staff to work them, and what appears to be contemplated in Art. 19 is that the Govt. should do all in its power to see that these various installations should be maintained in efficient working order and for this purpose they would among other things have to see that no damage was done to ports, quays, etc., and that no disorders broke out among the workers.

7. In seeking to discover what was the intention of the parties to the Armistice Terms as regards the obligations mentioned in Art. 19 it is important to note that no obligation is imposed on the Italian Govt. itself to "supply" or "furnish" all the labour and personnel necessary to work the installations, ports, harbours, etc., but the It. Govt. did undertake that the installations and the personnel required for their working should be placed at the disposal

immediate use of military installations, ports, harbours, and equipment necessary for carrying on active war operations against Germany. The extent of the obligation imposed upon the Italian Govt. must be measured by the actual terms employed. Various things have to be "made available" in good condition to the Allies. This is another way of saying that military installations, ports, harbours, etc. shall be placed at the disposal of the Allies for their unrestricted use. With regard to the things mentioned in Art. 19 over which the Govt. exercised control, such as military installations, harbours, transport, the Govt. could ensure performance of the obligation undertaken, but as to the things not under Govt. control their obligation is of necessity of a different nature. It is to see that the "competent authorities" place at the Allies disposal the things mentioned together "with the personnel required for working them." The harbours, quays, warehouses, and port equipment would be of little use without the usual staff to work them, and what appears to be contemplated in Art. 19 is that the Govt. should do all in its power to see that these various installations should be maintained in efficient working order and for this purpose they would among other things have to see that no damage was done to ports, quays, etc., and that no disorders broke out among the workers.

7. In seeking to discover what was the intention of the parties to the Armistice Terms as regards the obligations mentioned in Art. 19 it is important to note that no obligation is imposed on the Italian Govt. itself to "supply" or "furnish" all the labour and personnel necessary to work the installations, ports, harbours, etc., but the It. Govt. did undertake that the installations and the personnel required for their working should be placed at the disposal of the Allies by "the competent Italian authorities". This fact is very relevant to the question of the liability for payment of the cost of such services as the loading, unloading and bunkering of ships which would be carried out by companies or authorities not under Govt. control.

8. The Armistice Terms contain no provision as to who is to pay for the installations, stocks, services and personnel which are required to be made available to the Allies by "the competent Italian authorities", and in the absence of such a provision an obligation upon the Italian Govt. to pay for such

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10. A claim for payment for the services of "pilotage, stevedoring, and diving" supplied to American Naval vessels could only be maintained against the Italian Govt. if there is a clear liability to make such payment created by the Armistice terms. As already mentioned, there is no specific provision in this instrument as to payment for the services in question. ^{U.S.A.} Concerning liability by implication, as pointed out in para 9 supra, the language used in the instrument is against rather than in support of liability. From an examination of the documents submitted for consideration we are unable to discover any solid legal ground upon which to fix the liability of the Italian Govt. to pay the charges in question.

Wine and cheese.

have the right to demand within the various classes of things mentioned in Art. 19, which comprise most of the commercial and industrial activities of the whole country.

9. One instance appears which shows that the drafters of the Armistice terms did not intend that such an important and far-reaching obligation should be left to arise by implication. Under Art. 15 all Allied merchant ships in Italian hands had to be surrendered, the object of this provision being to obtain all these ships for immediate use in the war. The Art. goes on to provide "Any necessary repairs to any of the above-mentioned vessels will be effected by the Italian Govt., if required, at their expense." Such a provision as contained in the last part of the clause cited was wholly unnecessary, if an obligation to pay has, as must be contended, to be inferred whenever the instrument imposes an obligation to perform services, or supply materials or labour.

10. A claim for payment for the services of "pilotege, stevedoring, and diving" supplied to American naval vessels could only be maintained against the Italian Govt. if there is a clear liability to make such payment created by the Armistice terms. As already mentioned, there is no specific provision in this instrument as to payment for the services in question. (1) Concerning liability by implication, as pointed out in para 9 supra, the language used in the instrument is against rather than in support of liability. From an examination of the documents submitted for consideration we are unable to discover any solid legal ground upon which to fix the liability of the Italian Govt. to pay the charges in question.

Musgrave Thomas

MUSGRAVE THOMAS,
Italian Branch,
for Chief Legal Advisor.

C O P Y

IRM-6/N/52

21 February 1947

From: Naval Sub-Section, Italian Military Affairs Section.
To: Legal Section, Liaison and Civil Affairs Branch.
Subject: Lire Disbursements Made by Ministry of War Transport to
United States Naval Vessels.
Enclosure: (A) Copy of Commander U.S. Naval Forces, Mediterranean Serial
2314 of 26 December 1946, with enclosures.

1. This Sub-Section is in receipt of enclosure (A) from Commander U.S. Naval Forces, Mediterranean, enclosing letter and statement of Lire Disbursements made by the British Ministry of War Transport on American Naval Vessels. It will be noted that the services for which reimbursement is desired cover such items as "pilotage, stevedoring, diving, and provisions received in Italian ports". The total amount is Lire 3,552,172 for services furnished during 1943, 1944 and 1945.

2. It has been the understanding of this Sub-Section that such services are covered by paragraphs 18 and 19 of the Armistice Terms; which are quoted herewith:

18. The forces of the United Nations will require to occupy certain parts of Italian territory. The territories or areas concerned will from time to time be notified by the United Nations and all Italian Land, Sea and Air Forces thereupon withdraw from such territories or areas in accordance with the instructions issued by the Allied Commander-in-Chief. The provisions of this article without prejudice to those of article 4 above. The Italian Supreme Command will guarantee immediate use and access to the Allies of all airfields and Naval ports in Italy under their control.

19. In the territories or areas referred to in article 18 all Naval, Military and Air installation, power stations, oil refineries, public utility services, all ports and harbours, all transport and all intercommunication installations, facilities and equipment and such other installations, or facilities and all such stocks as may be required by the United Nations will be made available in good condition by the competent Italian authorities with the personnel required for them. The Italian Government will make available such local resources or services as the United Nations may require. 840

IN-4/H/52

21 February 1947

Subject: Lire Disbursements Made by Ministry of War Transport
 to United States Naval Vessels.

In particular, it is felt that Article 19, above, places the responsibility for payment for such services on the Italian Government, especially in view of the fact that the bills under discussion were incurred during the years 1943, 1944 and 1945, at which time the Armistice terms were clearly in effect. It is the opinion of this Sub-Section that services of "piloting, stevedoring and diving" come under the provision that "all ports and harbours,..... facilities and equipment and such other installations or facilities and all such stocks as may be required by the United Nations will be made available in good condition by the competent authorities with the personnel required for working them." However, with respect to the "provisions" mentioned in basic letter, it would appear that these do not come strictly under the armistice terms referred to herein, and therefore the portion of the bill for them would be payable by the United States Navy.

3. Inasmuch as the services a/m were for "United States Naval Vessels", an interpretation is desired from the Legal Division as to whether the charges are payable by the United States Navy or by the Italian Government.

H. W. STORM,
COMMODORE, U.S. NAVY,
REAR ADMIRAL,
DIRECTOR, NAVAL SUB-SECTION, L.A.S.

039

1483

HON-4/N/52

21 February 1947

Subject: Fire Disbursements Made by Ministry of War Transport
 to United States Naval Vessels.

harbours, all transport and all intercommunication installations, facilities and equipment and such other installations, or facilities and all such stocks as may be required by the United Nations will be made available in good condition by the competent Italian authorities with the personnel required for them. The Italian Government will make available such local resources or services as the United Nations may require.

In particular, it is felt that Article 19, above, places the responsibility for payment for such services on the Italian Government, especially in view of the fact that the bills under discussion were incurred during the years 1943, 1944 and 1945, at which time the Armistice terms were clearly in effect. It is the opinion of this Sub-Section that services of "pilotage, stevedoring and diving" come under the provision that "all ports and harbours,..... facilities and equipment and such other installations or facilities and all such stocks as may be required by the United Nations will be made available in good condition by the competent authorities with the personnel required for working them." However, with respect to the "provisions" mentioned in basic letter, it would appear that these do not come strictly under the armistice terms referred to herein, and therefore the portion of the bill for them would be payable by the United States Navy.

3. Inasmuch as the services a/a were for "United States Naval Vessels", an interpretation is desired from the Legal Division as to whether the charges are payable by the United States Navy or by the Italian Government.

H. W. ZIRULL,
COMMODORE, U. S. NAVY,
FOR REAR ADMIRAL,
DIRECTOR, NAVAL SUB-SECTION, IMAS.

241223/2
JTB

25 FEB 1947

CANTIERI RIUNITI DELL'ADRIATICO

Società per Azioni - Sede e Direzione Centrale: Trieste, Corso Cavour 1 - Capitale int. versato L. 200.000.000

Al

Ministero della Difesa - Marina

R o m a

c.p.c. Naval Sub-Section, Italian

Military Affairs, Section

DIREZIONE CENTRALE

TRIESTE

Vostra: Numero

R o m a

data

Nostra (da citare nella risposta)

000/822/GI.

Trieste, 15 marzo 1947

Oggetto: S/S "Zuni-Caleno".

*Provina consegnata
in USC files - IRN-4
#40.*

In data 1° corrente, con sua lettera
IRN - 4/E/71 la "Naval Sub-Section, Italian
Military Affairs, Section di costi ha trasmesso
a codesto Ministero, perchè di sua competenza,
la nostra fattura No. 365717 dd. 5/2/47
di L. 624.378.- per lavori di riparazione eseguiti
sul piroscafo in oggetto.

Si prega voler provvedere per il relativo pagamento.

Con osservanza.

CANTIERI RIUNITI DELL'ADRIATICO

Lo/po.

Telegrammi: CANTINAVALE TRIESTE - Telefoni: 6641 - 6642 serie
C. C. I. TRIESTE No. 6609 - C. C. Postale No. 31/6057

Stab. 1977 - 20.000 - Società, Trieste 10.19.15 - 176870

837

11871

1 March 1947

IRM-4/M/ 71

From: Naval Sub-Section, Italian Military Affairs Section.
To: Ministry of Marine.
Subject: S/S "ANNA CAPANO".
Reference: (a) Ministry of Marine (Shipping Requisition Office) ltr. 19794 dated 18 December 1946.
Enclosure: (A) Cantieri Riuniti dell'Adriatico - Trieste, Cantiere S. Recco's bill No. 365717 dated 5 February 1947 for a total of 621,378 lire in duplicate.

1. Enclosure (A) in respect of work carried out on the S/S "ANNA CAPANO" is forwarded herewith for settlement in accordance with reference (a).

H. W. ZENDEL,
COMMODORE, U. S. NAVY,
FOR REAR ADMIRAL,
DIRECTOR, NAVAL SUB-SECTION, IMAS.

Copy to:
The Base Supply Officer,
U.S. Base, Trieste.
(Ref. 8/8/1940/c of 19 February 1947).

3 MAR 1947

011225/3
7780

24 M - 4

From: Angelo Costadura, 5 Cortile Muratori, Piazza Ingastone, Palermo
To ; American Naval Base, Naples. - and for Info.: Italian Naval Branch -
A.F.H.Q. - Rome.

Date: 24th March 1947

I, Angelo Costadura, born at Palermo on the 16th June 1910 and living at the above address, am bringing the following to your notice :

On the 6th May 1944, I was appointed to the duty of a squad leader in the U.S. Naval Base at Palermo and assigned to the Yard Detail unit, directly under the orders of Lieut. Canarra.

I was subsequently transferred as a foreman to the Master-at-arms office where I carried out my duties with such zeal and so conscientiously that when the Naval Base was transferred from Palermo to Naples, owing to my excellent report and the trust which I had earned, I was immediately, and at orders from above, allocated as foreman to the U.S. Naval Headquarters, Palermo, where I served in Vice-Admiral John Glassford's residence.

When this command was also transferred to Naples I was moved to "Dump 50 and G.S.K." and was under the orders of Lieut. S.M. Connolly, i/c of the "Carataker Unit, Palermo, Sicily".

On the 30th September 1946, I was dismissed because of the lack of work, but I received no liquidation compensation.

As the civilians who remained with the Palermo Carataker Unit until October 1946, received a dismissal bonus of 10,000 lire each, I am approaching you so that, in consideration of the above-stated facts, I may be allowed the gratuity which my fellow workers received when they were dismissed a month after me, and also in consideration of the fact that I have been unemployed since my dismissal (30th September 1946) and have a wife and 3 children to support.

Thanking you in anticipation,

I am
Your obedient servant

A. Costadura.

835

JLP/P.

1



Palermo, li 24/Marzo/1947. =

AL COMANDO DELLA BASE NAVALE AMERICANA

= N A P O L I =

e, per conoscenza :

→ AL COMANDO DELLA COMMISSIONE ALLEATA

= N O M A =

PREMESSO

ANGELO COSTANTINI fu Pietro e fu Lucrezia Favalaro, nato a Palermo addì del 16 Giugno dell'anno millenovecentodieci ed ivi residente nella Piazza Ingastone Cortile Muratori N.3, si pregia portare a conoscenza della S.V. quanto segue :

Il 6 Maggio 1944 veniva regolarmente assunto con le mansioni di Capo Squadra della Base Navale U.S. di Palermo ed assegnato al Reparto Yard = Detail alle dirette dipendenze del Lieutenant CAMARERA.

Trasferito successivamente in qualità di Foreman presso : MASTER-AT-ARMS- OFFICE, disimpegnando le proprie mansioni con zelo ed attaccamento al lavoro tanto che in occasione del trasferimento della Base Navale di Napoli a Palermo, il sottoscritto dato gli ottimi precedenti e per la stima e la fiducia guadagnatasi, venne senz'altro, dietro superiore proposta, assegnato sempre in qualità di Foreman al COMANDO HEADQUARTS U.S. NAVAL PALERMO, prestando servizio nella Palezzina del VICE-ADMIRAL JON GLASSFORD.

Trasferitosi nuovamente il Comando Base a Napoli, lo scrivente, venne passato al Deposito IUMF-50 AND G.S.K. ed alle dirette dipendenze del LIUTENANT S.M. CONNOLLY comandante del CARPENTER UNIT PALERMO SICILY.

Alla data 30 Settembre 1946, il sottoscritto veniva licenziato per mancanza di lavoro e senza alcun compenso di buona uscita.

Poichè ai civili rimasti al CARPENTER di Palermo fino all'Ottobre del 1946, venne corrisposta all'atto del licenziamento una gratifica di buona uscita in ragione di L.10.000 (diecimila) ciascuno, il sottoscritto si onora rivolgersi a Cotesto Comando perchè; Vagliati i fatti esposti ed in considerazione di essi, Voglia benevolmente accordare allo scrivente la gratifica per come sono stati beneficiati i suoi compagni di lavoro licenziati alla distanza di un mese, ed anche nella considerazione che il sottoscritto trovasi disoccupato fin dalla data di licenziamento (30 Settembre 1946) e che è sforsato con tre bambini a carico.

Nel ringraziare fin d'ora sentitamente, devotamente si segna :

e, per conoscenza :

→ AL COMANDO DELLA COMMISSIONE ALLEATA

= R O M A =

PREMESSO

ANGELO COSTANTINI fu Pietro e fu Lucrezia Favalaro, nato a Palermo addì del 16 Giugno dell'anno millenovecentodieci ed ivi residente nella Piazza Ingastone Cortile Muratori N.5, si pregia portare a conoscenza della S.V. quanto segue :

Il 6 Maggio 1944 veniva regolarmente assunto con le mansioni di Capo Squadra dalla Base Navale U.S. di Palermo ed assegnato al Reparto Yard = Detail alle dirette dipendenze del Lieutenant CAMARRA.

Trasferito successivamente in qualità di Foreman presso : MASTER-AT-ARMS= OFFICE, disimpegnando le proprie mansioni con zelo ed attaccamento al lavoro tanto che in occasione del trasferimento della Base Navale di Napoli a Palermo, il sottoscritto dato gli ottimi precedenti e per la stima e la fiducia guadagnatissi, venne senz'altro, dietro superiore proposta, assegnato sempre in qualità di Foreman al COMANDO HEADQUARTS U.S. NAVAL PALERMO, prestando servizio nella Palazzina del VICE-ADMIRAL JON GLASSFORD.

Trasferitosi nuovamente il Comando Base a Napoli, lo scrivente venne passato al Deposito DUMF=50 AND G.S.K. ed alle dirette dipendenze del LIUTENANT J.M. CONNOLLY comandante del CARETAKER UNIT PALERMO SICILY.

Alla data 30 Settembre 1946, il sottoscritto veniva licenziato per mancanza di lavoro e senza alcun compenso di buona uscita.

Poichè ai civili rimasti al CARETAKER di Palermo fino all'Ottobre del 1946, venne corrisposta all'atto del licenziamento una gratifica di buona uscita in ragione di L.10.000 (diecimila) ciascuno, il sottoscritto si onora rivolgersi a Cotesto Comando perchè; Vagliati i fatti esposti ed in considerazione di essi, Voglia benevolmente accordare allo scrivente la gratifica per come sono stati beneficiati i suoi compagni di lavoro licenziati alla distanza di un mese, ed anche nella considerazione che il sottoscritto trovasi disoccupato fin dalla data di licenziamento (30 Settembre 1946) e che è sposato con tre bambini a carico.

Nel ringraziare fin d'ora sentitamente, devotamente si segna :

Pietro Ingastone

Cortile Muratori, 5

Palermo

F/to. Angelo Costadura

Angelo Costadura

NAVY

SECRET

CG 208
FEB. 15 1947

334
FEB. 17 1947
ROUTINE

CHG CMP
ACTION ABHQ - INFO - LACAB BOM FOR AUSA.

SECRET

Subject is Billing Italian Government for supplies to Italian Army.
Reference Your FX 74938 of 12 Feb. 47 (MAY 1964).

- 1°)- Do not agree that supplies to Italian Armed Forces will cease
ref (R) day.
- 2°)- Programmes already approved for transfers of stores ect. ex
Austria likely to continue well after (R) day.
- 3°)- Have already issued instructions based on Troopers direction that the
items handed over to Italian Army will be reported to F A GHQ for
report to F 5 War Office.

833

INFO

LACAB DISTRIBUTION
INFO/ACTION - A.S.A.S.
INFO - BOM (R)

LAND FORCES HQAS
AIR FORCES HQAS
NAVY HQAS
CHIEF OF HQAS
FILE
SECRETION

RECEIVED

18 FEB 1947

NAVY SECTION

SECRET

IRN-4

FEB 17 1947

10/11

FX74938

FEB. 12 1947A

250

FEB. 13 1947B

ROUTINE

AFHQ SIGNED SACRED CITY PRISON
 AFHQ WASHINGTON FOR CCB FOR CCAC INFO: MINISTRY OF DEFENCE LONDON
 FOR EC3 - CHQ CMF FOR FINANCIAL ADVISER AND Q BRANCH - LACAB ROME
 FOR A.S.A.A.

SECRET

SECRET.

This is MAT 1064.

Reference our MAT 1053 of 11 Dec 46 and MAT 1055 of 17 Jan 47.

Subject is billing Italian Government for supplies to the Italian Armed Forces.

In view of fact that supplies to Italian Armed Forces will presumably cease on 8 Day, it now does not seem worth while to hand over accounting responsibilities to providing Armes at this stage.

2. Propose therefore that these responsibilities now remain with ASAA.

LACAB DIST

ACTION A.S.A.A.
 INFO ECONOMICS 3

MIA

AIR FORCE

NAVY

CHIEF OF INAS

FILE

SKELETON

RECEIVED

15 FEB 1947

RECEIVED

SECRET

832

JAB

OFFICE COPY

Allied Force Headquarters
ITALIAN NAVAL BRANCH
APO 794

IRN-4/H/ 266

28 August 1947

Subject: RENTAL OF DECOMPRESSION CHAMBER TO THE FRENCH NAVY.
To: THE MINISTRY OF DEFENCE, NAVY.
Reference: (a) Ministry of Defence, Navy's ltr. No. 2660/UT dated
30 July 1947.

1. In reply to reference (a), information has been received from the French Naval Authorities to the effect that on the 12th January 1947 the hire of the diving bell was paid for up to the 31st December 1946 by cheque No. 129.775 of the Bank of America and Italy - Genoa Agency - addressed to the Director General of Naval and Mechanical Construction, Ministry of Marine, Rome.

2. In view of the above therefore, it is suggested that a further investigation be made into the matter in order to determine whether it has been settled already.

H
18/7

831

REAR ADMIRAL,
DIRECTOR, ITALIAN NAVAL BRANCH.

Forward in nsc file - IRN-4(43).

OFFICE COPY

MD
18/8

From: MINISTRY OF MARINE (NAVY) (Office of the Secretary General)
To : Italian Naval Branch - A.F.H.Q.
Date: 30th July 1947
Ref.: 2660/UT

Rental of a
Subject: / Decompression chamber lent to the French Navy

Reference is made to your letter NSC/5483, dated 26th September 1946.

You are informed that, up to the present, the French Navy has not yet made any payment for the hire of the diving bell in question, as was agreed on the 19th February 1946 between the Italian and the French Navies.

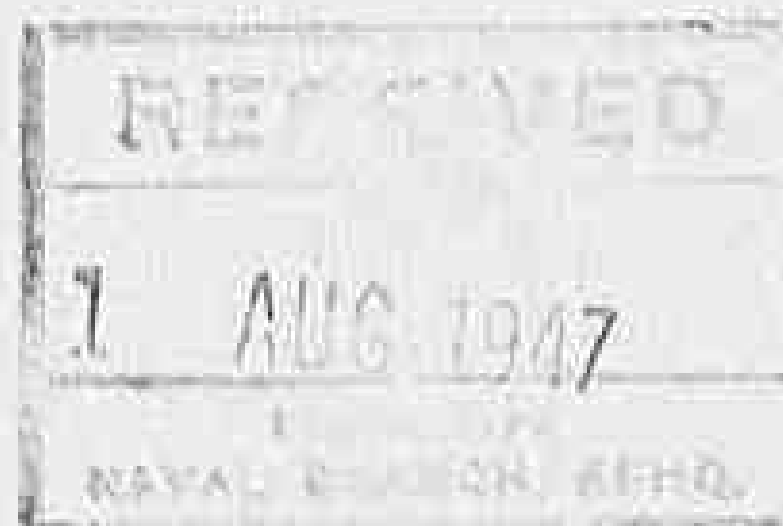
You are further informed that the French have not returned the equipment, although the hire period of one year, fixed by the above agreement, terminated on the 22nd February 1947.

It would be appreciated if you could take up the matter to enable an early settlement to be reached.

830

(Sgd). Senior Rear-Admiral.
L. RUBARTELLI.

JLE/P.
1



REPUBBLICA ITALIANA

Roma, 30 LUG 1947

MINISTERO DELLA DIFESA - MARINA
SEGRETERIO GENERALE - COORDINAMENTO MARINA

Al ITALIAN NAVAL BRANCH
Allied Forces HQ.
ROMA

Ufficio Trattati
Indirizzo: MARINA ROMA

PROT. N. 2660/UT

ALLEGATI

ARGOMENTO: Camera di decompressione ceduta in locazione alla Marina
francese.

Riferimento foglio NSC/5483 del 26 settembre 1946.

Si fa presente che a tutt'oggi la Marina francese non ha ancora effettuato alcun versamento per il noleggio di una Camera di decompressione, come fu stabilito dall'accordo del 19 febbraio 1946 tra la Marina italiana e quella francese.

Si informa inoltre che da parte francese non è ancora stata restituita tale camera di decompressione per quanto sin dal 22 febbraio 1947 sia scaduto l'anno di affitto stabilito dal suddetto accordo.

Si prega di un cortese interessamento per una sollecita definizione della pratica.

d'ordine
L'AMMIRAGLIO DI DIVISIONE
Capo Ufficio Trattati
(L. RUBARTELLI)

[Handwritten signature]

029

C O P Y

NSC/5483
26 September 1946

From: Navy Sub-Commission, Hq. Allied Commission.
To: Ministry of Marine.

Subject: Decompression chamber - Rental of.

Reference: (a) Ministry of Marine, ltr. 2373 dated 11 August 1946.

1. Information requested in reference (a) has been requested by the French Representative to the Allied Commission from Paris.
2. No reply has been received to date.

G. F. MENTZ
CAPTAIN, U. S. NAVY,
ECR: REAR ADMIRAL,
CHIEF, NAVY SUB-COMMISSION, A.C.

828

C O P Y

From: MINISTRY OF MARINE (Cabinet)
To : F.S.C.
Date: 11th August, 1946.
Ref: 2873.

Subject : Decompression chamber lent to the French Navy.

1. ~~1.~~ ^X In November 1945 the French Representative, Allied Commission requested the Ministry of Marine for the loan of a decompression bell which was in La Spezia Dockyard.

2. ~~2.~~ ^{1.} The Ministry of Marine having examined the request in the best spirit of collaboration, complied with the request and on the 19th February, 1946 both parties signed the agreement, of which a copy is enclosed.

a monthly living charge
3. ~~3.~~ ^{2.} In accordance with Art. 2 of the agreement the French Navy ~~must~~ ^{is to} pay ~~monthly~~ ^{to the Ministry, commencing on 22nd February, 1946.} ~~the sum of 24,000 lire as hiring charges.~~ ^{up to the present} no payment has been made. ~~XX~~

3. Subsequently, but also at the request of the Ministry of Marine, the Allied Commission in its letter No. MSC/17/2 of the 8th March, 1946, gave instructions that all communications to any Allied Authority should be forwarded through the Allied Commission.

It is requested that the Navy Sub Commission invite the French representative to inform us what action has been taken in the matter and also to what authorities hire charges have been paid hitherto for the decompression bell.

827

for CHIEF OF CABINET.

JED/GGE/AP
19.

AGREEMENT BETWEEN THE ITALIAN AND FRENCH NAVIES FOR THE LOAN TO THE FRENCH
NAVY OF A DECOMPRESSION CHAMBER.

The following has been agreed between the Italian and the French Navies represented respectively by the signatories of the following agreement :-

Art.1.

The Italian Navy will hire to the French Navy a decompression chamber at present lying at La Spezia.

Art.2.

The cost of hire is fixed at 24,000 lire a month and will be paid by the French Navy in a manner to be agreed.

Art.3.

The delivery of the decompression chamber to the French Navy will take place at La Spezia, a consignment note being signed by both parties which will show the condition and the state of efficiency of the decompression chamber.

Art.4.

The return of the decompression chamber by the French Navy will take place at La Spezia and consignment note will again be signed by both parties.

The decompression chamber will be returned in the same conditions and state of efficiency as that in which it was lent.

Art.5.

In case the decompression chamber should be lost during the period of loan, the French Navy will replace it with a similar one in a like condition and state of efficiency.

Art.6.

The duration of the present agreement is fixed at 1 year from the date of the delivery of the decompression chamber as appearing in the consignment note mentioned in Art. 3.

On termination of the present agreement it may be renewed for 6 months at a time providing a month's notice is given and, of course, that both parties are in agreement.

Drawn up and signed in Rome on the 19th February 1946.

For the Italian Navy :- Lt.Cdr. Camillo GUZZI Capt. Giuseppe YARINI

For the French Navy :- Lt.Cdr. GLATZOT Capt. Raymond MOULIER.

NAVY SUB-COMMISSION
HQ. AC.Ltr. Ref. Date & Subject
MINISTRY OF MARINE (NAVY). 2660/UT
30 July 1947.Date Rec'd 1 AUG 1947

(X) ACTION

(✓) INFO

INITIAL

DATE

Sent to a

Decompression chamber ~~lent~~ to the French Navy.

✓ CHIEF

✓ DEPUTY CHIEF

CSO (LI)

CSO (NSC)

LIAISON

PERSONNEL

* ADMINISTRATION

SUPPLY

COMMUNICATIONS

ALL HANDS

H

28/8

ADDITIONAL ROUTING

TYPE AND RETURN TO ACTION OFFICER:

H. Hall.

Dis. phase. 11/8.

No trace of original ~~formed~~ could be found after careful search through all files. Accordingly copies of letters in the serial files have been made and are attached. H. 5/8.

Forms now traced, by accident. H. 16/8.

Dis. found in NSC files 2RN-4(43). H. 25/8.

BRING-UP DATE:

None

ACTION COMPLETED - FILE

INITIAL

H. 11/8.

IRMA
 previous correspondence in
 res. file IRMA-44(43).

The French Representative to the Allied Military Authorities
 in Italy.

Representations have been made by the IRMA-44,
 to the effect that no payment has yet been received from
 the French Navy ^{for the hire of} ~~in respect of~~ a diving bell in accordance
 with an agreement between the French and Italian navies
 signed on 12th February 1946, ~~fact~~ and that the equipment
 in question has ^{yet} not been returned showing that the period
 of hire lapsed ^{the} ~~on~~ 12th February 1947.

2. According to information furnished by the IRMA-44 on
 11th August 1946, the ~~circumstances~~ circumstances appear to be as follows:

- (a) X - of IRMA-44 of 11/8/46 - X
- (b)
- (c)

3. While it is understood that this ^{question} ~~matter~~ had been ~~taken up~~
 referred to Paris by your predecessor ^{in September 1946} it would be appreciated if
 you could cause enquiries to ~~be~~ made into the matter ~~and~~
 inform of the result as soon as possible.

MMH
 15/8.

OFFICE COPY

Allied Force Headquarters
ITALIAN NAVAL BRANCH
APO 794

13 September 1947.

IRM-4/1/278

Subject:

UNPAID BILLS.

To:

THE FRENCH REPRESENTATIVE TO THE ALLIED MILITARY
AUTHORITIES IN ITALY.

Enclosure:

(A) The French Consul General's ltr. No. 200 (12-2)
dated 1st September 1947.

1. Enclosure (A) is forwarded for necessary action
please.

2. The Navy Sub-Commission letter referred to in paragraph
2 of enclosure (A) was forwarded to the French Consul General, Rome,
through your office in September 1946.

(Signed) A. M. ARSENOER.

824

For REAR ADMIRAL,
DIRECTOR ITALIAN NAVAL BRANCH.

13 SEP 1947

Forward in case file
IRM-4 (34)

OFFICE COPY

1202

From: French Consul General - Rome
To : Italian Naval Branch - A.F.H.Q.
Date: 1st September 1947
Ref.: 200 (12-2)

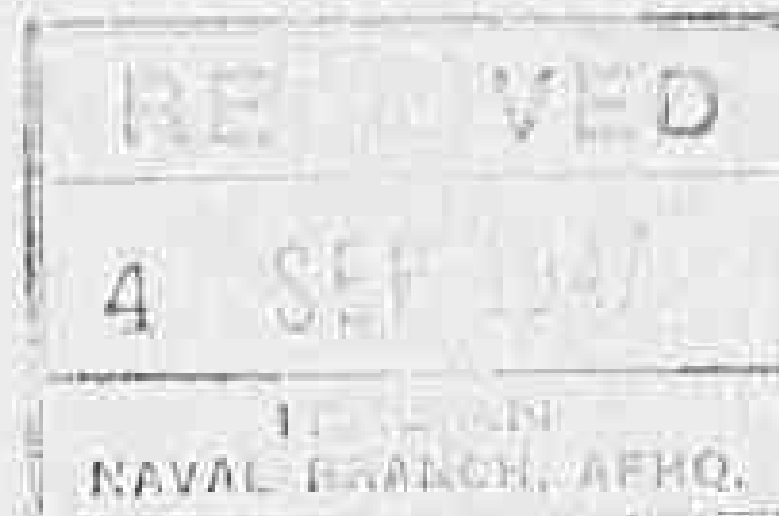
I am in receipt of your letter LHM-4/R/264 of the 25th August concerning the bills owed to the Philippeville Pilotage service by the Italian Navy.

It would be appreciated if you could provide me with a copy of the letter to which you make reference; No. MSC/5454, dated 16th September 1946, from the N.S.C., A.C., as it is not in my possession and I require it to give the matter the required action.

(Sgd) for the FRENCH CONSUL GENERAL.

823

JIF/P.
4



1203

785020

OFFICE COPY

Allied Force Headquarters
ITALIAN NAVAL BRANCH
APO 794

IRN-4/W/ 264

25 August 1947

Subject: UNPAID BILLS.

To: THE FRENCH CONSUL GENERAL, ROME.
(Through the French Representative to the Allied
Military Authorities in Italy).

1. The enclosed letter dated 2 August 1947 and enclosures, received from the Chief Pilot at Philippeville, is forwarded with reference to Navy Sub-Commission, Allied Commission's letter RSC/5454, dated 16 September 1946 addressed to the Italian Ministry of Marine, copy to you.

H
24/8

2. The bills in question would appear to be those contained in enclosures (3) to (F) inclusive to the Navy Sub-Commission's above mentioned letter.

3. It is requested that you will reply to the Chief Pilot, Philippeville, informing him of the action taken.

822

Sgt. R. F. PRYCE.
Lieut. REAR ADMIRAL,
DIRECTOR, ITALIAN NAVAL BRANCH.

Seen by: Secy.

OFFICE COPY

28 AUG

Form in nsc file - IRN-4 (39).

1204

OFFICE COPY

Allied Force Headquarters
ITALIAN NAVAL BRANCH
APO 794

25 August 1947

IRHm/N/ 265

Subject: UNPAID BILLS.
To: THE CHIEF PILOT, PHILIPPEVILLE, ALGERIA.

1. A copy of my letter IRHm/N/64 dated 25 August 1947, addressed to the French Consul General, Rome is forwarded herewith for information with reference to your letter dated 2 August 1947 regarding bills in respect of services rendered to Italian ships.

Sgt. H. F. PRICE
for

REAR ADMIRAL,
DIRECTOR, ITALIAN NAVAL BRANCH.

H
26/8

821

OFFICE COPY

From: Pilot Service, Philippeville.
 To: Navy Sub-Commission, Allied Commission, Rome.
 Date 2nd August 1947
 Enclosure: Copy of letter from British Consul General, Algiers.

Subject: Unpaid bills

Following the extensive correspondence between the French Navy at Algiers and the British Consul General there, for the payment of the Pilotage dues for the Italian warships which entered Philippeville for the repatriation of Italian P.O.W.s between the 1st March and 18th May 1946, I have the honour of approaching you to settle these debts.

Forwarded enclosed are:

- (1) A copy of the letter addressed to you on the subject by the British Consul General, Algiers.
- (2) A copy of the list of unpaid bills (a receipt has been given for each vessel)
- (3) The address of the Bank to which payment is to be made: Societe Marseillaise de Credit Service du Pilotage Philippeville C.C. No 34 302.

Trusting that proper consideration will be given to this request, I thank you in anticipation.

(Sgd) The Chief Pilot,
 J. Villerey.

820



C O P Y

British Consulate General

Algiers

27th July 1947

Sir,

In accordance with the letter of the British Naval Liaison Officer, Algiers to ALMED dated 4th June, 1946 reference 1076/C.D. , I enclose accounts for payment together with relevant vouchers in connexion with Italian ships, which visited the port of Philippeville.

I am Sir
Your obedient Servant.

For Acting British Consul General

Navy Sub-Commission, M.C.

Allied Commission

ROME.

C O P Y

819

C O P Y

ETAT DES DROITS DE PILOTAGE ET D'AMARRAGE DUS PAR
LES NAVIRES ITALIENS AYANT FAIT ESCALE A PHILIPPEVILLE
POUR LE RAPATRIEMENT DES PRISONNIERS DE GUERRE
Année - 1946

Dated d'arrivées	No. des Quittances	Noms des Batiments	Deplacement et Jauge nette	A Payer
Ier Mars	22	Raimondo Montecucolli	7.000 Tx D	2.600 Fr
II Mars	23	Raimondo Montecucolli	7.000	2.600
26 Mars	32	Attilio Regolo	3.000	2.140
4 Avril	36	Attilio Regolo	3.000	2.140
II Avril	38	Scipione Africano	3.000	2.140
17 Avril	48	Citta di Alessandria	1.427 Tx J.	3.048,4
18 Avril	49	Attilio Regolo	3.000 D.	2.140
19 Avril	47	Scipione Africano	3.000	2.140
24 Avril	51	Citta di Alessandria	1.427 Tx J	3.048,4
26 Avril	54	Scipione Africano	3.000 Tx D	2.140
Ier Mai	58	Citta di Alessandria	1.427 Tx J	3.048,4
8 Mai	61	Citta di Alessandria	1.427	3.048,4
18 Mai	63	Paginetti	3.100 Tx D	2.540
				<u>32.773,60</u>

Total des droits Pilotage et Amarrage a payer pour les navires ci-dessus
mentionnés ayant fait escale a Philippeville Arrête a la somme de: TRENTE DEUX
MILLE SEPT CENT SOIXANTE TREIZE Francs
Philippeville le 29 Mai 1946

Le Chef Pilote

518

C O P Y

I 208