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Declassified E.O. 12356 Section 3.3/NND No. 785016

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10000/142/410

CONTRACTS IN ITALY (CCO
MAR. 1944 - SEPT. 1945

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Declassified E.O. 12356 Section 3.3/NND No. 785016

10000/142/410

CONTRACTS IN ITALY (OCCUPIED TERRITORY)
MAR. 1944 - SEPT. 1945

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Declassified E.O. 12356 Section 3.3/NND No. 785016

FILE CLOSED 17 September 1945

4044
INCOMING MESSAGE

HEADQUARTERS ALLIED COMMISSION

Originator's Reference: F43456
Date/Time of Origin: SEP 142041BMessage Centre No: F/7728
Date Time Rec'd: SEP 151030B
Precedence: PRIORITYFROM AFHQ SIGNED SACRED CITE FHG:B
TO : HQ ALLIED COMMISSION

CONFIDENTIAL

CONFIDENTIAL.

Reference G1(BR)/7312/A7 of 18 July following for Colonel BEHRENS.

Understand Captain TAYLOR delivered to you PIPAS reply on 12 September 45.
Grateful to know what steps you now advise. AAG G1(BR)/A7 Colonel CHARNOCK will
call afternoon 17 September to discuss.

ACTION

DIST

ACTION: Legal SC
INFO: Chief Commissioner
Ex Commissioner 2-
CA Sec
File

CONFIDENTIAL

HEADQUARTERS

15 SEP 1945

A. C.

BEST COPY POSSIBLE

E. I. A. R.

NTE ITALIANO AUDIZIONI RADIO. ONICHE

CAPITALE L. 48.000.000 VERSATO L. 48.000.000

SEDE LEGALE: ROMA - DIREZIONE GENERALE }
ROMA - VIA BOTTEGHE OSCURE 54
TORINO - VIA ARSENALE 21

DIREZIONE GENERALE

QUARTIERE GENERALE

COMANDO ALLEATO

Sotto Commissione Legale

Via Veneto

R. O. M. A.

ex Min. Corporazioni

Concessionario Esclusivo
delle Radiodiffusioni Circolari

Da inviare nella risposta:

CIN/25/111212/33

Roma, 19 aprile Anno 1945

Via delle Botteghe Oscure, 54

Telefono 34.883

Telegrammi: EIARFON

Casella Postale: 301 R. C.

Oggetto: Prof. INNOCENZI

Con riferimento alla richiesta di codesta Sotto Commissione Legale in merito alla situazione del Prof. Innocenzi, ci preghiamo riferirVi quanto segue:

Il Prof. Innocenzi fu scritturato con contratto decorrente dal 17/6/44 al 16/9/44 a L. 250. = giornaliere netto.

In data che oggi non ci è possibile precisare non avendo a disposizione i documenti della cessata gestione del P.W.B. di Radio Roma, ma che approssimativamente può essere indicata ai primi del mese di luglio 1944, il Prof. Innocenzi fu sospeso dal servizio essendosi spinto a suo carico un procedimento per epurazione basato sul fatto che, durante il regime fascista, l'Innocenzi fu raccomandato per lavoro all'Ente dell'ex gerarca fascista Farinacci.

Il procedimento in parola non ebbe, però, alcun seguito avendo la Commissione di Epurazione stabilito di essere incompetente a pronunciarsi sul caso trattandosi di elemento che non era più alle dipendenze dell'Azienda.

Per quanto possa esservi utile, Vi comuniciamo che, secondo quanto ci risulterebbe, nulla potrebbe eccipirsi a carico dell'Innocenzi per azione politica fascista, trattandosi, anzi, di elemento che non avrebbe mai appartenuto al partito e che avrebbe anzi svolto attività di fascista, talchè il suddetto episodio dell'intervento di Farinacci rivestirebbe sostanzialmente carattere di vilievo.

Tanto Vi dovevamo per Vostra opportuna conoscenza, e con piace cogliamo l'occasione di inviarVi i nostri migliori saluti.

NA

NA

NA

NA

NA

NA

DIREZIONE GENERALE

QUARTIERE GENERALE
COMANDO ALLEATO
Sotto Commissione Legale
Via Veneto
R O M A
ex Min. Corporazioni

Concessionario Esclusivo
delle Reduzioni Circolari

Da citare nella risposta:

GIN/28/111242/33

Roma. 19 aprile Anno 1945

Via delle Botteghe Oscure, 54

Telefono 34.881

Telegrammi: EIAHFON

Casella Postale: 301 R. C.

Oggetto: Prof. INNOCENZI

Con riferimento alla richiesta di codesta Sotto Commissione Legale in merito alla situazione del Prof. Innocenzi, ci preghiamo riferirVi quanto segue:

Il Prof. Innocenzi fu scritturato con contratto decorrente dal 17/5/44 al 16/9/44 a L. 250. = giornaliere nette.

In data che oggi non ci è possibile precisare non avendo a disposizione i documenti della cessata gestione del P.W.R. di Radio Roma, ma che approssimativamente può essere indicata ai primi del mese di luglio 1944, il Prof. Innocenzi fu sospeso dal servizio essendosi aperto a suo carico un procedimento per epurazione basato sul fatto che, durante il regime fascista l'Innocenzi fu raccomandato per lavoro all'Ente dell'ex gerarca fascista Farinacci.

Il procedimento in parola non ebbe, però, alcun seguito avendo la Commissione di Epurazione stabilito di essere incompetente a pronunciare si sul caso trattandosi di elemento che non era più alle dipendenze dell'Azienda.

Per quanto possa esservi utile, Vi comuniciamo che, secondo quanto ci risulterebbe, nulla potrebbe eccepirsi a carico dell'Innocenzi per azione politica fascista, trattandosi, anzi, di elemento che non avrebbe mai appartenuto al partito e che avrebbe anzi svolto attività di fascista, talchè il suddetto episodio dell'intervento di Farinacci non rivestirebbe sostanzialmente carattere di rilievo.

Tanto Vi dovevamo per Vostra opportuna conoscenza, e con piacere cogliamo l'occasione di inviarVi i nostri migliori saluti.

P. A. I.
MAG. 28/2/45
IL COM. 524/45
(Ch. Leg. Roma)

Curriculum

HEADQUARTERS ALLIED COMMISSION
APO 394
LEGAL SUB-COMMISSION

AC/4044/L.

SUBJECT : Arbitration.

24 April 1945.

TO : Prof. INNOCENZI Carlo.

21 7A
Your letter of 24 April 1945 is acknowledged.
Herewith is returned the original contract you sent to
this Sub-Commission.

W. E. BEHRENS,
Colonel,
Deputy Chief Legal Advisor.

APRIL 21TH, 1945

7A

TO

LEGAL SUB-COMMISSION
AC. HQ. ALLIED COMMISSIONR O M E

SUBJECT : PROF.C. INNOCENZI, ARBITRATION.

I GOT FROM P.W.B. ALL WHAT THAT OFFICE OWED ME FOR
HAVING BROKEN MY CONTRACT. I THANK YOU VERY MUCH FOR YOUR
KIND ARBITRATION.

FAITHFULLY YOURS

Carlo Innocenzi

*Prof. d
Contract*

PROF. CARLO INNOCENZI
VIA FRATTINA 90
R O M E

LEGAL SUB-COMMISSION	
CLO	☒
DCLO	☒
Chief Counsel	☐
CJO	☐
Italian Section	☒
CL RKS	☐
	☐
	☐

write Prof Innocenzi

in Italy.

*your letter of 21 April 45
is acknowledged. Herewith is return the 20 APR 1945
original contract you sent to Mr. Sahawneh*

Rome, M h 22, 1945

To

Legal Sub-Commission
Ac. Headquarters

R O M E

SUBJECT : Radio Contract - Arbitration

Reference of your letter AC/4044/L of March 19, 1945,
I send you attached the original copy of the contract.

Carlo INNOCENZI

Via Frattina 99 - Rome.

Carlo Innocenzi

LEGAL SUB-COMMISSION	
CLO	
DCLO	
Chief Counsel	
CJO	
Italian Section	
CL RKS	
22 MAR 1945	

HEADQUARTERS ALLIED COMMISSION
APO 394
LEGAL SUB-COMMISSION

AC/4044/L.

/rlp.
19 March 1945.

SUBJECT : Radio Contract. Arbitration.

TO : PWB, Rome.

1. Prof. INNOCENZI Carlo of Via Prattina, 99, Rome has requested this sub-commission to arbitrate in the matter of a contract entered into on 17 June 1944 in Rome between him and yourselves. The contract which was signed by Joseph D. Ravotto on behalf of PWB was for the employment of Prof. INNOCENZI as Second Fiddle in the jazz orchestra on the Rome radio for the period 17 June to 16 September 1944 at a daily rate of 250 lire free of deductions.
2. The contract provides that for all disagreements that might take place regarding compliance with the terms thereof "the only competent office to deal with the matter will be the Legal Branch, AMI."
3. Prof. INNOCENZI states that on 12 July 1944 he was suspended from further performance of his contract on the ground that there were charges against him which would render him liable to expatriation proceedings. He further states in a letter dated 16 March that about one month ago the expatriation commission decided his case and established that there was no charge against him.
4. Prof. INNOCENZI states that although Major Thomas gave instructions to the administrative office of PWB that the full rate of pay should be given to Prof. INNOCENZI from 12 June to 16 September, no pay has been awarded him for the period during which he was prevented from performing his contract. Prof. INNOCENZI accordingly asks that this sub-commission should make an award in the case.
5. Will you please let me have your reply to the claim made by Prof. INNOCENZI in order that I can make my award. I should add that the document with which I have been supplied and which purports to contain the terms of the contract between the Professor and yourselves, is stated to be a translation from the Italian original so that if, in your opinion, any of the terms which I have mentioned above are incorrectly stated or if there are any other terms which you wish to draw my particular attention, no doubt you will advise me.

6. In the particular circumstances of this case, I do not see how I can fail to proceed to the arbitration of the matter, but I wish to state most emphatically that any such arbitration is quite outside the scope of the duties imposed either upon the Legal Sub-Commission at Hq Allied Commission or upon any of the Legal Divisions in any of the regions, and that you have no authority to insert any such clause in any contracts in which you may enter. Will you please take immediate steps to delete any reference in any other existing contracts to such an arbitration and will you please advise all interested contracting parties accordingly.

W. E. BEHRENS,
Colonel,
Deputy Chief Legal Advisor.

Copy to: Prof. Innocenzi,
Via Frattina, 99, Rome.

4044 SB

Rome, 7th March 1945

To

Legal Sub-Commission

A.C. Headquarters

R O M E

On the day June 17, 1944, I have been engaged by the Rome Broadcasting Station (EIAR) with a three months contract as Second Fiddle. The above named engagement has been made by the P.W.B. Office of Rome.

On the date of July 12, 1944, the former chief of the Radio Station, Lt. Fornari let me know that there were serious political reasons against me, however my contract should be sudden discontinued.

I tried twice to have a conference with Lt. Fornari due to explain him that the reasons which I have been charged did not exist. He would never, neither receive me, nor answer to the letter I wrote to him.

About one month ago, the Epuration Commission decided my case and established that there was no charge against me. I would like to emphasize that I have not ^{been} obliged to leave my engagement due to artistic unfit because the contract says clearly that in such a case it has to happen between the 3rd and the 6th day from the beginning of the contract. P.W.B. never sent me any letter in ~~which~~ which the office told me that ~~may~~ employ was off.

According to the statement of the Epuration Commission, the present chief of the Radio, Maj. Thomas, gave to the Administrative Office of PWB the order to pay to me all the rates from June 12 to September 16, 1945. The Administration Officer refuses to pay de-

R O M E

On the day June 17, 1944, I have been engaged by the Rome Broadcasting Station (RIAR) with a three months contract as Second Fiddle. The above named engagement has been made by the P.W.B. Office of Rome.

On the date of July 12, 1944, the former chief of the Radio Station, Lt. Fornari let me know that there were serious political reasons against me, however my contract should be sudden discontinued.

I tried twice to have a conference with Lt. Fornari due to explain him that the reasons which I have been charged did not exist. He would never, neither receive me, nor answer to the letter I wrote to him.

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According to the statement of the Epuration Commission, the present chief of the Radio, Maj. Thomas, gave to the Administrative Office of PWB the order to pay to me all the rates from June 12 to September 16, 1945. The Administration Officer refuses to pay declaring that who did not work cannot be paid.

0 6 9 7

I think that I have the right to get the lost rates because:

- 1) PWB discontinued my engagement without to be sure that the reason to sent me away was a true one;
- 2) I have been morally endamaged after having work 10 years be the Radio, and the payment would be my complete rehabilitation.

I addressed myself to the Legal Branch, AMG, but the office declared it incompetency. Therefore I address myself to you, begging you to give your opinion upon my case and to tell PWB's Administrative Office about it. Legal Branch AMG declared that PWB could never use the name of the office.

Faithfully yours

Carlo Innocenzi

Attached:

1 copy of the translation of the contract.

My name and address:

CARLO INNOCENZI

Via Frattina 99

ROMA

ALLIED FORCES HEADQUARTERS
PSYCHOLOGICAL WARFARE BRANCH (INC)
RADIO ROME

PROF. INNOCENZI CARLO

Following verbal agreements, we hereby notify you the decision of this Office to hire you as a Second Fiddle, electric guitar and vibraphone starting June 27, 1944 through September 16, 1944 to play in a jazz-orchestra at the daily rate of Lire 250.00 (two hundred and fifty) free of deductions, to be paid to you fortnightly and not in advance, to cover work for seven days a week.

One day off per week will be allowed, no salary deduction will be made during the same. In the event special contingencies should make it imperative that work be performed by you even during such days off, no additional payment will be granted besides the normal daily rate, such occurrence having been previously considered in the computing of the salary.

The above said payment includes all right on your part for all rehearsals and performances during which you will play, same may or may not take place in the presence of an audience, gratis or otherwise, and may or may not include broadcasting.

All rehearsals and performances may take place either in the broadcasting building or in the theatres, music halls, auditoriums or similar places, both in the open air or indoors.

Broadcasts may take place from all Italian stations and from the foreign stations connected with the former. These broadcasts may happen either simultaneously with the performances, or later on, by means of recording.

The kind of music which will be performed by the group for which you have been engaged may vary, according to our judgement, to comply capabilities of the group itself. Also partial changes, such as the detachment of smaller teams from the normal one, may effect the kind of music. In case you are a member of such a smaller group, your rate of pay will remain unchanged.

Artistic performances of an individual nature will not entitle you to any special compensation, unless the musical piece performed is a program in itself. In any event, it is understood that each accompanying performance is to be considered as an ordinary service.

With further reference to your daily work, your services might be utilized in performances with kindred music groups, other than the one you are part thereof, this giving rise to no rights on your part for special compensation beyond the normal daily rate.

Your services will be used during 6 hours a day.

The daily rate, as decides upon in the contract, includes whoever compensation might be due you for special work performed beyond the specified shifts of 6 hours, with a maximum of 15 minutes for each working shift.

0 6 9 9

Following verbal agreements, we hereby notify you the decision of this Office to hire you as a Second Fiddle, electric guitar and vibraphone starting June 27, 1944 through September 16, 1944 to play in a jazz-orchestra at the daily rate of Lire 250.00 (two hundred and fifty) free of deductions, to be paid to you fortnightly and not in advance, to cover work for seven days a week.

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Your services will be used during 6 hours a day.

The daily rate, as decides upon in the contract, includes whatever compensation might be due you for special work performed beyond the specified shifts of 6 hours, with a maximum of 15 minutes for each working shift.

0700

It will be so agreed that the daily work will be performed either in one shift or in two shifts, the length therefore to be settled from time to time, according to the needs for your services.

The interval between the first and the second shift cannot be shorter than three hours.

No shift can be started before 8 AM and can be ended past 8.30 AM. Your services will be used interchangeably both for performances or rehearsals.

The contract is liable to be cancelled, according to the usual procedure, in the event you should prove unfit for the job for which you have been engaged.

You shall be notified of such decision by letter, not before the third, and within the sixth, day from the date you enter on duty.

The contract will expire on the fixed date; no renewal in understood; you are entitled to no further notice, dismissal allowance or others.

The present contract can be renewed - as previously agreed with you - and following a notice of at least 15 days before termination - at our judgment only, and at the same conditions as before, for a period not longer than three months.

As regards regulations and conditions governing employment, that might not be specified in the present contract, reference is made to the regulations stated in the General Agreement for Orchestra Players of EIAR (Contratto Collettivo Orchestrali dell'EIAR), excepting such parts therein as might be in contrast or against the present regulations.

Non-compliance, even partial, even with one of the regulations and conditions mentioned in the present contract will be considered, to all intents and purposes, as affecting the contract itself, and as such will be liable to legal penalties.

For all disagreements that might take place regarding the compliance with the present contract, the only competent office to deal with the matter will be the Legal Branch, AMG.

All that has been stated above will be fully effective only after signature.

Rome, June 17, 1944

(SIGNED) JOSEPH D. RAVOTTO
Chief Italian Radio P.W.B.

Translation from the Italian original

REAR HEADQUARTERS
LIED CONTROL COMMISSION
LEGAL SUB-COMMISSION
APO 394

4A

6 April 1944

ACC/4044/L

SUBJECT : Electricity Contract at Castrovillari
TO : R.L.O. (thru RC) Region II .

1. Reference your 2201/53/A dated 29 March 1944 .
2. This Sub-Commission has consulted with other Sub-Commissions, that might be interested. It seems clearly to be a matter for internal administration of the Italian Government itself and ~~not~~ a matter in which ACC should take affirmative action with the Italian Government.
- ... 3. The papers you sent are returned herewith .

GERALD R. HESLOH,
Colonel
Chief Legal Officer.

4044

✓ HEADQUARTERS
ALLIED CONTROL COMMISSION
Public Works & Utilities Sub-Commission
APO 394

VSR/in

ACC/074/PWU

4 April 1944

Subject : Electricity Contract at Castrovillari.

To : Legal Sub-Commission.

1. Returned herewith is the correspondence relating to possible fraud in connection with a contract covering electric Facilities at Castrovillari.

2. The Public Works and Utilities Sub-Commission is at all times most willing to assist in the settlement of technical questions involving electric Facilities. However, it is believed that the particular case in point involves legal rather than technical considerations.

3. It is suggested that this matter be referred to the Italian Government for settlement.


L.A. JENNY
Lt.Col., C.E.
Director.

REAR HEADQUARTERS
ALLIED CONTROL COMMISSION
LEGAL SUB-COMMISSION
APO 394.

1 April, 1944.

REFERENCE : ACC/4044/L.
SUBJECT : Electricity Contract at Castrovillari.
TO : Public Works & Utilities Sub-Commission.

...

1. The enclosed papers are passed to you for information and such action as you deem appropriate.

2. It appears that any action to set aside the contract should be initiated locally but we think before doing so it would be wise to have an investigation by an electricity expert to consider the practical issues involved.

CRU/wow.

GERALD R. UPJOHN.
Colonel,
Chief Legal Officer.

Copy to : Region 2 (your 2201/53/A dated 29 March 44 refers)

0704