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

785016

ACC

10000/142/504

GENERAL ORDER NO. 32, AGRICULTURAL RENTS
JULY - OCT. 1944

142/504

1740

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

785016

FILE CLOSED 6 October 1944

4074/15

HEADQUARTERS
ALLIED CORRESPONDENCE COMMISSION
LEGAL SUB-COMMISSION
APO 394

ACC

1574/9/1.

1574/9/1.
6 Oct 44.

SUBJECT : General Order No.26 (Revised) and General Order No.32.
TO : Economic Section (Attn. Mr. Antolini).

1. Reference yours 5 October 1944, ES/L1.
2. General Order No.26 to which you refer is not involved. That Order was signed on 6 June 1944 and was subsequently published.
3. The two orders which are under discussion are General Order No.26 (Revised) and General Order No.32.
4. General Order No. 32 was drafted at the specific and urgent request of the Economic Section. In order to conform the terms of General Order No.26 thereto it was necessary to revise the same, and General Order No.26 (revised) was drafted accordingly. The responsibility of the Legal Sub-Commission ended when it delivered the foregoing General Orders to the Economic Section on 13 August 1944 along with the certificate of the Chief Legal Officer. As pointed out in our letters of transmittal both under date of 13 August 1944 ACC/4074/9/1 and ACC/4074/15/1, it was then the responsibility of the Economic Section to secure the execution thereof by the Executive Commissioner and to arrange with the R.O. & M.O. Section for printing and distribution. Your files alone would indicate what dispositions were subsequently made thereof. As a matter of interest however we have checked with the Civil Affairs Section and are advised by it that General Order No.26 (Revised) and General Order No.32 have not been received from the Economic Section.
5. In response to item 1 of your letter, it is necessary to point out that the fact that legislation has been promulgated by the Italian Government is totally irrelevant to the subject. Italian legislation even when extended to Military Government Territory by implementation through the Gazette is not thereby extended into and over any areas. To accomplish the latter the mechanism of a General Order is used. It was for that purpose and that purpose only that General Order No.32 and General Order No.26 (Revised) were prepared at your request. The corresponding Italian legislation had already been implemented in Military Government Territory save only in any areas, and solely because it was the desire of the Economic Section to have such legislation extended into any areas as well, were General Order No.32 and 26 (Revised) prepared and forwarded to it. Why the Economic Section did not cause these orders to be executed and published, we of course have no means of knowing.

6. Brigadier Upjohn has requested that we now ascertain whether it is the intention of the Economic Section to activate General Order No 26 (Revised) and General Order No. 32. If not they should be cancelled from the records of both the Civil Affairs Section and the Legal Sub-Commission. May we be advised accordingly?

7. Brigadier Upjohn also desires advice as to whether it is the intention of the Economic Section that General Order No. 31, be published which was forwarded by us to the Agriculture Sub-Commission with our certificate on 20 July 1944. With respect to that order, also, the Civil Affairs Section has received no instructions for printing. Will you advise, please.

8. Returned herewith are the enclosures which accompanied your letter acknowledged herein.

RAY J. CROSBY,
Lt. Colonel,
Chief Counsel,
For Chief Legal Advisor.

Copy to : Civil Affairs Section.

Submit 9 Sept 1944.
G.O. no 26 (Revised) and G.O. no 2.

To Col. Wilmer.

1. You may be interested to know that after searching a week or more on the above, they were never used. Wadleigh just left them ~~in~~ in the files when he (happily) left.
2. His successor stopped in today to see what they are all about.

JP

HEADQUARTERS
ALLIED CONTROL COMMISSION
Legal Subcommittee
APO 394

HJG/ap
13 Aug 44

ACC/4074/9/L

SUBJECT : General Order No.26 (Revised)

TO : Economic Section.

1. Under separate cover we have forwarded to you General Order No.32 which was prepared pursuant to your instructions.

2. In order to accomplish the objectives of General Order No.32, it was necessary to amend General Order No.26, and that order as revised is enclosed herewith together with the Italian version.

3. It follows that General Order No.26 (Revised) must be made effective before or simultaneously with General Order No.32.

4. Attached to General Order No.26(Revised) is certificate of the Acting Chief Legal Officer. The same (General Order No.26 (Revised)) should be presented by you to the Executive Commissioner for the signature along with General Order No.32. The responsibility for the direction of printing, distribution and posting rests with the RC & RG Section with whom you no doubt will desire to confer in order to communicate your wishes with respect thereto.

4 9
MARG J. GROSSMAN,
Lt. Colonel,
Chief Counsel,
For, Acting Chief Legal Officer.

Copy to : ACC/4074/15/L

HEAD QUARTERS
ALLIED CONTROL COMMISSION
Legal Sub-Commission
APO 394

ACC/4074/15/L.

MJG/pa.
13 Aug 44.

SUBJECT : General Order No.32 .

TO : Economic Section .

1. Pursuant to yours of 2 August 44 ref.ES/41 and several conversations with Mr. Antolini and Mr. Wadleigh we have prepared and enclose herewith General Order No.32, under the provisions of which the Italian Legislation therein referred to would be made effective in Military Government Territory wherein it is published.

2. Also enclosed are the Italian and English versions of the Italian Legislation which will appear side by side in the General Order following the Executive Commissioner's signature in the same manner as was done in connection with General Order No.18.

3. Attached to the General Order is the certificate of the Acting Chief Legal Officer, and if the same meets with your approval you may present the same to the Executive Commissioner for his signature. The responsibility for the direction of translation printing, distribution and posting thereof rests with the R.C. & M.C. Section with whom you no doubt will desire to confer in order to communicate your wishes with respect thereto.

MARC J. GROSSMAN, 3 8
Lt. Colonel,
Chief Counsel,
for Acting Chief Legal Officer.

ALLIED MILITARY GOVERNMENT OF OCCUPIED TERRITORY

GENERAL ORDER NO. 32

I, MAURICE STANLEY LUSH, C.B.E., M.C., Brigadier, Executive Commissioner, Allied Control Commission, hereby order that Decree of the Minister for Agriculture and Forests of 26 July 1944, dealing with price of wheat and barley and payment of rent in kind published in the Gazette officielle No. 40 - Serie Speciale of 27 July 1944 set out below shall become operative and have the full force and effect of law in each province or part thereof within Military Government Territory on the date of the first publication of this order therein.

M. S. LUSH,
Brigadier,
Executive Commissioner,
Allied Control Commission.

Dated: 1944.

The decrees above referred to

THE MINISTER, SECRETARY OF STATE
for Agriculture and Forestry

Having seen Ministerial Decree dated June 30, 1944 fixing the prices for cereals and legumes subject to restriction;

Having seen Ministerial Decree dated May 2, 1944 regulating the harvest of the 1944 wheat and barley crop;

Having seen R.D.L. No. 146 of June 3, 1944 concerning the extension of farm leases expiring on or before December 31, 1944;

Having seen R.D.L. No. 155 of July 4, 1944 prescribing the penalties for violation of the decrees concerning the consignment of wheat and barley to the "Peoples granaries,"

as decreed in the

Dated: 1944.

The decrees above referred to

THE MINISTER, SECRETARY OF STATE
for Agriculture and Forestry

Having seen Ministerial Decree dated June 30, 1944 fixing the prices for cereals and legumes subject to restriction;

Having seen Ministerial Decree dated May 2, 1944 regulating the harvest of the 1944 wheat and barley crops

Having seen R.D.L. No. 146 of June 3, 1944 concerning the extension of farm leases expiring on or before December 31, 1944;

Having seen R.D.L. No. 155 of July 4, 1944 prescribing the penalties for violation of the decrees concerning the consignment of wheat and barley to the "Peoples granaries,"

Considering that the prices of wheat and barley, as decreed in the Ministerial Decree of June 30, 1944, have been fixed taking into account the increased cost of production resulting from the cultivation expenses and that their application must not impose an excessive burden on the tenants whose rent contracts call for payment in kind in wheat and barley;

WE HEREBY DECREE:

Art. 1

The amount which must be paid in accordance with Article 1 of the Ministerial Decree of June 30, 1944 for each quintal of wheat or barley delivered to the "Peoples Granaries" is composed of two parts, the first of which is the actual price of the wheat or barley, and the second, in addition which represents a subsidy for the increased cultivation expenses.

Such amount constitutes the comprehensive base price on which the quality allowances and relative deductions, fixed in the classification tables approved by the Ministry of Agriculture and Forestry must be calculated.

Art. 2

For those provinces in which the comprehensive base prices have been fixed at lire 900 - for soft wheat, lire 1000 - for hard wheat, lire 700 - for common barley, and lire 950 - for milled barley, the real price of the product shall be considered as one half of the comprehensive base price, and the other half shall represent the subsidy for cultivation.

Art. 3

Any tenancy contract (contratto di fitto) calling for payment of rent in kind in wheat or barley or both, made between owner and tenant, remains in full effect, and therefore, the rules contained in such contracts remain unchanged by this Decree. The subsidy for cultivation, however, is payable only to the tenant, for that part of his production which is due as payment for the rent in kind.

Art. 4

When the delivery of the wheat or barley takes place, the tenant shall declare to the "Consorzio Agrario" the part which he delivers on behalf of the owner to whom actual delivery has been made.

Art. 5

The "Consorzio Agrario" shall issue two separate certificates of delivery; the first addressed to the tenant for wheat and barley belonging to him and the second for wheat or barley delivered by the tenant representing payment of rent in kind, also addressed to the tenant, but containing the following words: "for payment of rent in kind due to the owner..."

Should wheat or barley be delivered directly by the owner who has received it as payment of rent in kind the certificate of delivery shall be addressed to the tenant, but shall bear the name of the owner to whom the payment of rent in kind was made.

Art. 6

Of the total amount payable on certificates of delivery which refer to rent in kind, one half shall be paid to the tenant and one half to the owner, and both tenant and owner shall be required to affix their signatures to the certificate as evidence of receipt of such payments.

Art. 7

The provisions of this decree shall apply to all contractual obligations

The "Consorzio Agrario" shall issue two separate certificates of delivery; the first addressed to the tenant for wheat and barley belonging to him and the second for wheat or barley delivered by the tenant representing payment of rent in kind, also addressed to the tenant, but containing the following words: "for payment of rent in kind due to the owner..."

Should wheat or barley be delivered directly by the owner who has received it as payment of rent in kind the certificate of delivery shall be addressed to the tenant, but shall bear the name of the owner to whom the payment of rent in kind was made.

Art. 6

Of the total amount payable on certificates of delivery which refer to rent in kind, one half shall be paid to the tenant and one half to the owner, and both tenant and owner shall be required to affix their signatures to the certificate as evidence of receipt of such payments.

Art. 7

The provisions of this decree shall apply to all contractual obligations which require the payment of rent in kind of wheat or barley already carried out before the effective date of this decree and the person entitled shall have the right to claim for the subsidy.

Art. 8

Every existing provision of law in any way conflicting with this Decree is hereby abrogated.

Art. 9

The present Decree will become effective on the day of its publication in the "Gazzetta Ufficiale del Regno (serie speciale)".

Rome, 26 July 1944.

The Minister
Fausto Gulio

4074/15

1A

TEL: 497

HEADQUARTERS
ALLIED CONTROLL COMMISSION
ECONOMIC SECTION
APO 394

HJW/gk

ES/41

2 August 1944.

SUBJECT: Decree on Agriculture Rent.

TO : Legal Sub-Commission ✓

not implemented

1. It is requested that the attached decree, which was published in the Gazzetta Ufficiale 26 July 1944, be made the subject of a General Order, in order that it may become applicable in all AMG Territory.

2. It will be appreciated if this matter can be treated as urgent, and given a high priority. A translation of the decree is attached, in addition to the original, in order to facilitate and expedite the drafting of the General Order.

3. If you should need to discuss the decree with anyone in this Section, you may consult Mr. Wadleigh.

H.J. Wadleigh

for A.G. ANTOLINI
Executive Director,
Economic Section

2 inclosures:

Decree on rents
Translation of decree

Copies, with translation to:
Agriculture S/C
Finance S/C

*Please see me
about this*

LEGAL SUB-COMMISSION	
CLO	✓
CCO	
Chief Counsel	
CJO	
Italian Section	
CLERKS	1

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TRANSLATION.

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THE MINISTER, SECRETARY OF STATE
for Agriculture and Foreste

Having seen
~~By virtue of~~ Ministerial Decree dated June 30, 1944 fixing the prices
for cereals and legumes subject to ~~regulation~~ *restriction* no -
Having seen
~~By virtue of~~ Ministerial Decree dated May 2, 1944 regulating the
extension harvest of the 1944 wheat and barley crop; no
Having seen
~~By virtue of~~ R.D.L. No 146 of June 3, 1944 concerning the extension
of farm leases expiring on or before December 31, 1944;
Having seen
~~By virtue of~~ R.D.L. No 155 of July 4, 1944 prescribing the penalties
for violation of the decrees concerning the consignment of wheat and
barley to the "Peoples granaries" no

Considering that the prices of wheat and barley, as decreed in the
Ministerial Decree of June 30, 1944, have been fixed taking into account cultivation
the increased cost of production resulting from the expenses of agriculture,
and that their application must not impose an excessive burden on the
tenants whose rent contracts call for payment in kind in wheat and barley;

WE HEREBY DECREE:

Art. 1

The amount which must be paid in accordance with Article 1 of the
Ministerial Decree of June 30, 1944 for each quintal of wheat or barley
delivered to the "Peoples Granaries" ~~is~~ composed of two parts, the first
of which is the actual price of the wheat or barley, and the second, cultivation
an addition which represents a subsidy for the increased expenses

100/100

Having been
R.D.L. No 155 of July 4, 1944 prescribing the penalties
for violation of the decrees concerning the consignment of wheat and
barley to the "Peoples granaries"

Considering that the prices of wheat and barley, as decreed in the
Ministerial Decree of June 30, 1944, have been fixed taking into account cultivation
the increased cost of production resulting from the expenses of the increased cost of production,
and that their application must not impose an excessive burden on the
tenants whose rent contracts call for payment in kind in wheat and barley;

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Ministerial Decree of June 30, 1944 for each quintal of wheat or barley
delivered to the "Peoples Granaries" ~~is~~ composed of two parts, the first
of which is the actual price of the wheat or barley, and the second, cultivation
an addition which represents a subsidy for the increased expenses of cultivation;

Such amount constitutes the comprehensive base price on which the
quality allowances and reductions, fixed in the classification tables approved
by the Ministry of Agriculture and Forestry must be calculated.

Art. 2

For those provinces in which the comprehensive base prices have been
fixed at lire 900.- for soft wheat, lire 1200.- for hard wheat, lire 700.-
for common barley, and lire 950.- for nude barley, the real price of
the product shall be considered as one half of the comprehensive base
price, and the other half shall represent the subsidy for cultivation.

Art. 3

Any tenancy contract (contratto di fitto) calling for payment of
rent in kind in wheat or barley or both, made between owner and tenant,
remains in full effect, and therefore, the rules contained in such
contracts remain unchanged by this Decree. The subsidy for cultivation, however
is payable only to the tenant, for that part of his production which
is due as payment in kind.

for the rent

Art. 4

When the delivery of the wheat or barley takes place, the tenant shall declare to the "Consorzio Agrario" the part which he delivers on behalf of the owner ~~as due to be delivered by the owner into whose possession it has been replaced.~~ *To whom actual delivery has been made*

Art. 5

The "Consorzio Agrario" shall issue two separate certificates of delivery: the first addressed to the tenant for wheat and barley *(delivered)* to him and the second for wheat or barley delivered by the tenant *(representing)* payment of rent in kind, also addressed to the tenant, but containing the following words: "for payment *(of rent)* in kind due to the owner...."

Should wheat or barley be delivered directly by the owner who has received it as payment *(of rent)* in kind the certificate of delivery shall be addressed to the tenant but shall bear the name of the owner to whom the payment *(of rent)* in kind was made.

Art. 6

Of the total amount payable on certificates of delivery which refer to rent in kind, one half shall be paid to the tenant and one half to the owner, and both tenant and owner shall be required to affix their signatures to the certificate as evidence of receipt of such payments.

Art. 7

The provisions of this decree shall apply to all ~~contracts~~ *contractual obligations* which require the payment in kind of wheat or barley in payment ~~of the 1944 harvest as~~ *already carried out before the effective date of the decree and the person entitled shall have the right to claim for the subsidy.*

In the event that deliveries of wheat or barley in payment of rent have ~~already been made before the entry in effect of the present decree,~~ *the tenant has the right to collect the subsidy from the owner.*

Art. 8

Every existing provision of law ~~is~~ *in* in any way ~~in~~ *conflict* with this Decree is hereby abrogated.

Art. 9

Art. 6

Of the total amount payable on certificates of delivery which refer to rent in kind, one half shall be paid to the tenant and one half to the owner, and both tenant and owner shall be required to affix their signatures to the certificate as evidence of receipt of such payments.

Art. 7

Contractual obligations
The provisions of this decree shall apply to all ~~contracts~~ which require the payment in kind of wheat or barley in ~~payment of the right to harvest~~ *of rent*.

persons already carried out before the effective date of the decree and the person entitled shall have the right to claim for the subsidy.

In the event that deliveries of wheat or barley in payment of rent have ~~already been made before the entry in effect of the present decree,~~ the tenant has the right to collect the subsidy from the owner.

Art. 8

Every existing provision of law ~~is~~ in any way ~~in~~ conflict ^{ing} with this Decree is hereby abrogated.

Art. 9

The present Decree will become effective on the day of its publication in the "Gazzetta Ufficiale del Regno 'Serie Speciale'".

Rome, 26 July 1944.

The Minister
Fausto Gullo

IL MINISTRO SEGRETARIO DI STATO
per l'Agricoltura e per le Foreste

Visto il D.M. in data 30 giugno 1944 che fissa il prezzo per i cereali ed i legumi che sono soggetti a vincolo;

Visto il D.M. in data 2 maggio 1944 che regola il raccolto per il 1944 del grano e dell'orzo;

Visto il R.D.L. n° 146 del 3 giugno 1944 riguardante la proroga dei contratti agrari che scadono entro il 31 dicembre 1944;

Visto il R.D.L. 4 luglio 1944 n° 155 che fissa le pene per la violazione dei decreti riguardanti la consegna del grano e dell'orzo ai "Granai del Popolo";

Considerato che i prezzi per il grano e per l'orzo di cui al D.M. 30 giugno 1944 sono stati fissati tenendo conto degli aumentati costi di produzione risultanti dai conti culturali, e che della loro applicazione non deve deriverne un eccessivo onere per il fittuario obbligato a corrispondere il fitto in grano od in orzo;

D E C R E T A:

Art. 1

La somma corrisposta a norma dell'art. 1 del D.M. 30 giugno 1944, per ogni quintale di grano o di orzo conferito ai "GRANAI del POPOLO" è costituita da una quota rappresentante il prezzo effettivo del grano e dell'orzo, e da un'altra integrativa, a titolo di sussidio, in compenso delle maggiori spese culturali.

Tale somma costituisce il prezzo base complessivo sul quale debbono essere calcolati gli abbuoni e le corrispondenti deduzioni, connessi le caratteristiche fissate dalle nuove tabelle di classificazione.

Visto il R.D.L. 4 luglio 1944 n° 155 che fissa le pene per la violazione dei decreti riguardanti la consegna del grano e dell'orzo ai "Granai del Popolo";

Considerato che i prezzi per il grano e per l'orzo di cui al D.M. 30 giugno 1944 sono stati fissati tenendo conto degli aumentati costi di produzione risultanti dai conti culturali, e che della loro applicazione non deve derivarne un eccessivo onere per il fittuario obbligato a corrispondere il fitto in grano od in orzo;

DECRETA:

Art. 1

La somma corrisposta a norma dell'art. 1 del D.M. 30 giugno 1944, per ogni quintale di grano o di orzo conferito ai "GRANAI del POPOLO" è costituita da una quota rappresentante il prezzo effettivo del grano e dell'orzo, e da un'altra integrativa, a titolo di sussidio, in compenso delle maggiori spese culturali.

Tale somma costituisce il prezzo base complessivo sul quale debbono essere calcolati gli abbuoni e le corrispondenti deduzioni, concernenti le caratteristiche fissate dalle nuove tabelle di classificazione approvata dal Ministero per l'Agricoltura e le Foreste. }

Art. 2.

Per le Provincie nelle quali è stato fissato il prezzo base complessivo di lire novecento per il grano tenero e di lire mille per il grano duro e di lire settecento per l'orzo comune e di lire novecentocinquanta per l'orzo mondo, rimane stabilito che il prezzo reale del prodotto è pari alla metà del prezzo base complessivo, mentre l'altra metà rappresenta il sussidio di coltivazione.

Art. 3.

I contratti di fitto con pagamento dell'estaglio in natura, in grano o orzo o entrambi, stipulati fra il proprietario ed il fittuario e/s

./.

conservano il loro valore e, pertanto, le norme in essi contenute non vengono modificate dal presente decreto. Il sussidio di coltivazione però spetta soltanto al fittuario, per la parte di grano e orzo corrispondente allo estaglio.

Art. 4.

Il atto della consegna del grano e dell'orzo, il fittuario deve dichiarare, al Consorzio Agrario, quale è la quota che versa per conto del proprietario al quale sia stata materialmente consegnata.

Art. 5.

Il Consorzio Agrario deve rilasciare due distinti bollettini di consegna uno intestato al fittuario per il grano e l'orzo a questi appartenenti, e l'altro anche intestato al fittuario ma con la dizione: "per fitto in natura dovuto al proprietario.....", per il grano e l'orzo versato dal fittuario come estaglio in natura.

Nel caso che il grano e l'orzo siano versati direttamente dal proprietario che li ha ricevuti come estaglio, il bollettino di consegna dovrà essere parimenti intestato al fittuario, con l'indicazione del proprietario quale si riferisce l'estaglio.

Art. 6.

L'ammontare complessivo, risultante dal bollettino di consegna riferentesi a canone per fitto in natura, sarà pagato metà al fittuario e metà al proprietario, mediante firma di quietanza apposta da entrambi.

Art. 7.

Le disposizioni del presente decreto si applicano a tutti i rapporti contrattuali che prevedono la corresponsione con canoni di affitto in grano ed orzo già avvenute prima dell'entrata in vigore del presente decreto, all'avente diritto è data la rivalsa del sussidio.

Art. 8.

Sono abrogate le disposizioni che comunque contrastino con le norme fissate col presente decreto.

Art. 9.

Il presente decreto entrerà in vigore il giorno della sua pubblicazione nella Gazzetta Ufficiale del Regno - Serie Speciale -

rio come estaglio in natura.

Nel caso che il grano e l'orzo siano versati direttamente dal proprietario che li ha ricevuti come estaglio, il bollettino di consegna dovrà essere parimenti intestato al fittuario, con l'indicazione del proprietario quale si riferisce l'estaglio.

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Il presente decreto entrerà in vigore il giorno della sua pubblicazione nella Gazzetta Ufficiale del Regno - Serie Speciale -
Roma, 26 luglio 1944

IL MINISTRO
P^o Fausto GULLO

1759