

ACC

10000/142/782

10000/142/782

TRANSPORT FOR USE OF ITALIAN GOV'T
FEB. 1944 - JAN. 1945

FILE CLOSED 23 January 1945

HEADQUARTERS ALLIED COMMISSION
APO 394.
LEGAL SUB-COMMISSION

21A

AC/4122/L.

23 January 1945.

SUBJECT : Requisitioned Vehicles - transfer to
Italian Government.

TO : Establishment Section, G-4.
(Attention Lieut. Amoroso).

1. As agreed herewith draft of letter to be sent to the Italian Government.
2. The exact form in which the letter will be sent and the person who will sign it are to be decided by Colonel Fiske.

WEB/wcw.

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

26

218

draft letter to Italian Government.

1. This Commission has been considering the position arising on the requisitioning of motor vehicles and certain questions of accountability thereunder.
2. As you are aware in Military Government Territory vehicles are requisitioned to meet the needs both of the Allied Military Government and of the Italian state and provincial personnel.
In Italian Government Territory requisitioning to meet Italian state or provincial requirements is effected solely by the Italian Government. To meet requirements of the Allied Commission vehicles have still to be requisitioned; under the Terms of Restoration of territory the Allied Commission has retained the right to make these requisitions themselves but in fact the requisitions are always made through Italian agencies.
3. Both in Military and Italian Government Territory the cost involved in these requisitions forms part of the costs of occupation which, as you are aware, fall to be borne by the Italian Government.
4. It occurs to this Commission that the present manner of dealing with the accountancy problems involved in these requisitions is unsatisfactory. All the vehicles which are now or have up to this time been requisitioned by the Allied Commission are borne on the books of the Allied Commission and no differentiation is made between vehicles which are required for the needs of Military Government and those required for the needs of Italian state and provincial personnel. 27
5. It should be pointed out that the maintenance of the records necessary to deal with this situation has involved the establishment of a large REQUISITION RECORDS SECTION, and it is felt that unless similar records are maintained by the Italian Government considerable difficulties will arise over the future settlement of claims for vehicles already requisitioned.
6. It is suggested therefore that it would be both simpler and more satisfactory if all requisitioned vehicles were in fact requisitioned by and held on the books of the Italian Government. If this procedure is adopted no question of accountancy will arise. The vehicles will be requisitioned by the Italian Government in every case. Those vehicles required for Italian purposes will be retained at the disposal of the governmental or provincial personnel concerned; those required by AC/AMG will be handed over to AC/AMG for so long as they are needed and when no longer needed will be returned to the Italian Government.
7. If you agree to these suggestions the necessary instructions for future requisitioning can be issued forthwith. So far as concerns vehicles which are now or have in the past been requisitioned, arrangements can easily be made for the transfer of the requisitions to the Italian Government forthwith. The necessary records will be made available to the Italian Government. The vehicles, of course, will remain for the present at the

2.

disposition of AC/ANG.

8. Please consider this question as a matter of urgency and advise this Sub-Commission as soon as possible whether you agree to the suggestions made.

~~File~~

HEADQUARTERS
ALLIED CONTROL COMMISSION
LEGAL SUB-COMMISSION
APO 394

20A

ACC/4122/L.

RHW/pa.
13 Sept 44.

SUBJECT : Requisitioning of vehicles.

TO : H.E. The Minister of Pardon and Justice.

1. With reference to Item 6 of your agenda of today's meeting, the directive from this Headquarters to which I referred is deemed to include, as vehicles which may not be requisitioned, those owned by the Italian Government and those requisitioned or hired by the Italian Government. If any vehicles are requisitioned or hired by your government for governmental purposes it would be advisable to have readily available written proof of such requisitioning or hiring.

RICHARD H. WILLMER,
Colonel, GAO,
Chief Legal Officer.

Copy to : ACC/4014/3/L.

25

HEADQUARTERS
ALLIED CONTROL COMMISSION
Transportation Sub-Commission
APO 394

JHR/ro

Tel.: 478503

Our reference : AGC Th/21/

Date : 7 Aug. 1944.

TO : Regional Commissioner, Region VI, (For Regional Legal Officer).

SUBJECT : Use of Allied Military Vehicles by Italian Government.

1. Reference your letter L/1436 dated 16 July addressed to the legal Sub-Commission and which has been forwarded on to this Sub-Commission.
2. Exhibit "a" referred to in the draft contract, is a list of the vehicles, by A.D. number and type together with any tools or equipment on each vehicle, which are being lent to the firm or person, who are undertaking the operation of the vehicles. If the Italian Government is undertaking this, they will no doubt have appointed a Transport Consorzi to handle it for them.
3. As we have no record of the vehicles you propose to loan to the Transport Pool, we cannot let you have a copy of Exhibit "a", but would be obliged if you would let us have a copy at your earliest convenience.
4. Exhibit "b" is the tariff rate, which has been agreed with the Italian Government and two copies of this together with copies of an explanation as to how the rates are used are attached.
5. The rate of 2.02 lire per vehicle Km. referred to in the draft contract applies to vehicles of carrying capacity up to 3 Ton. (30 quintals). If you are loaning vehicles of a higher capacity than this, it might be necessary to consider raising this charge.
6. The method of working should be that all haulage is charged for at the approved rates. The owner of the civilian trucks receive the amount, but the operators of the loaned trucks pay into a bank, nominated by you, at the end of each month the amount due on the basis of 2.02 lire for every vehicle Km. operated.
7. The presumption in para 4 of your letter is correct.
8. If there is any further information you require in this matter, please inform us.

W. B. Adams
D. S. ADAMS
Colonel, C. S.
Transportation Sub-Comm.

Copy To : Legal Sub-Commission.

19B

Tariffa per trasporti di merci a carico completo con automezzi per merce posta
sul ciglio pianale dell'automezzo (una sola presa, una sola resa)
Tariffa per quintale indivisibile
(al netto della tassa trasporti e dell'imposta sull'entrata)

TABELLA

Percorrenze in chilometri	AUTOTRENI		AUTOCARRI			MOTO		
			Pesanti	Medi	Leggeri	Carr	Furgoni	
	Pesanti	Medi						
Da 1 a 5	8.70	9.85	11.00	12.15	15.95	15.05	23.75	
Da 6 a 10	9.25	10.45	12.15	13.60	23.20	21.45	42.10	
Da 11 a 15	10.15	11.60	13.35	15.05	30.45	27.80	60.25	
Da 16 a 20	12.15	14.80	15.95	19.10	37.65	34.20	78.55	
Da 21 a 30	15.05	17.95	20.00	24.35	52.15	46.95	115.05	
Da 31 a 40	18.55	21.75	24.90	29.85	66.65	59.70	-	
Da 41 a 50	22.30	26.65	32.15	36.50	81.15	72.45	-	
Da 51 a 60	24.35	32.45	34.80	44.65	-	-	-	
Da 61 a 70	26.35	36.50	37.40	50.15	-	-	-	
Da 71 a 80	28.40	40.55	40.00	55.65	-	-	-	
Da 81 a 90	30.45	44.65	42.60	61.15	-	-	-	
Da 91 a 100	32.45	48.70	45.20	66.65	-	-	-	
Da 101 a 110	34.50	-	47.80	-	-	-	-	

Da 16 a 20	12.15	14.80	15.95	19.10	37.65	34.20	78.55	50.25
Da 21 a 30	15.05	17.95	20.00	24.35	52.15	46.95	115.05	
Da 31 a 40	18.55	21.75	24.90	29.85	66.65	59.70	-	
Da 41 a 50	22.30	26.65	32.15	36.50	81.15	72.45	-	
Da 51 a 60	24.35	32.45	34.80	44.65	-	-	-	
Da 61 a 70	26.35	36.50	37.40	50.15	-	-	-	
Da 71 a 80	28.40	40.55	40.00	55.65	-	-	-	
Da 81 a 90	30.45	44.65	42.60	61.15	-	-	-	
Da 91 a 100	32.45	48.70	45.20	66.65	-	-	-	
Da 101 a 110	34.50	-	47.80	-	-	-	-	
Da 111 a 120	36.50	-	50.40	-	-	-	-	
Da 121 a 130	38.55	-	53.00	-	-	-	-	
Da 131 a 140	40.60	-	55.65	-	-	-	-	
Da 141 a 150	42.50	-	56.25	-	-	-	-	

Oltre 150 Km. L.0.2833 per 0.10-Km. per 1'inte-
ro percorso.

Oltre 100 Km. L.0.4870 per 0.10-Km. per 1'inte-
ro percorso

Oltre 150 Km. L.0.3884 per 0.10-Km. per 1'inte-
ro percorso

Oltre 100 Km. L.0.6665 per 0.10-Km. per 1'inte-
ro percorso

Oltre 50 Km. L.1.623 per 0.10-Km. per 1'inte-
ro percorso

Oltre 50 Km. L.1.449 per 0.10-Km. per 1'inte-
ro percorso

Oltre 30 Km. L. 3.835 per 0.10-Km. per 1'inte-
ro percorso

Il pagamento del ritorno a vuoto potrà essere fatto se il ritorno a vuoto medesimo sarà debitamente autorizzato dall'Competente Autorità e comprovato mediante esibizione del foglio di viaggio. Solo in tali condizioni per il viaggio di ritorno verrà corrisposta la tariffa di cui sopra ridotta del 40%.

RELAXATION
ALLIED CONTROL COMMISSION
ECONOMIC SECTION
APO 394

ES/49

4 May 1944

DECLARATION AND EXPLANATION OF ITALIAN CARRY TABLES

Tariff payable to Road Haulage Scheme Contractors for the transportation of goods by means of own transport.

All the following conditions apply to all journeys:-

- (i) Full load capacity of the truck will be charged for irrespective of the load carried. Both 2 1/2 ton U.S. and 3 ton British trucks will be charged on a basis of 30 quintals; Italian trucks according to their nominal capacity.
- Contractors must note that trucks are of loaded around their nominal capacity as they will not be paid for the surplus so loaded.
- (ii) The Contractor is entirely responsible for loading the Consignment on to the truck and also for offloading at the other end.
- (iii) Loads will only be picked up at one point and delivered at one point, i.e. a truck will not visit several farms to pick up a full load; such small consignments must be brought to a central point by main part of horse transport. The same applies to delivery.
- (iv) An export tax and income tax payable will be in addition to the tariffs as stated below.

Amounts stated are per quintal or part of a quintal, i.e., 14 quintals will be charged as 20 quintals.

Distance in Kilometres	TRUCKS			MOTOR	
	Heavy	Medium	Light	Car	3 wheeled cars
From 1 to 5 km.	These are for trailers attached to trucks and are additional to the charges shown under "Trucks."		Capacity 20 to 40 quintals (2 1/2 and 3 ton trucks are in this category).		
		Capacity over 40 quintals	Capacity 1 - 19 quintals		

lead east or west transport. The can apply to either.

(iv) Air transport tax and income tax payable will be in addition to the charges as stated below.

Amounts payable are per unit of a unit, i.e., 1st unit will be charged as 1 unit.

TABLES OF TRUCKS						
Distance in Kilometers	TRUCKS		TRUCKS		MOTOR	
	Heavy	Medium	Heavy	Medium	Light	Car
From 1 to 5 etc.	These are for trucks attached to trucks and charges shown under "Trucks."		Capacity over 40 quintals	Capacity 20 to 40 quintals (2 nd and 3 rd ton trucks are in this category).	Capacity 1 - 19 quintals	3 ton and 4 ton

22

MOTOR TRUCKS

1. Wherever possible full return loads will be arranged for all outward trucks.

2. Where, however, it has been found impossible to arrange a return load, the vehicle may return empty provided a Competent Authority (Ministry of Provincial Transportation or Supply of Materials, Economic or P. Post) has authorized the journey and counterbalanced the work ticket.

3. For an empty return journey, the outward consignor will be required to pay, in addition to the outward charge, a sum equal to 60% of the outgoing charge and this sum will be payable to the truck contractor on production of the work ticket duly counterbalanced as in (b).

4. In the event of a return load being available from a point between the outward destination and the depot, if the sum payable for the return load amounts to not less than 50% of the outward journey charge, the outward consignor will not be required to pay any extra over the outward charge.

5. If, however, the return for a return journey amount to less than 50% of the outward journey charge, the outward consignor will pay the difference between the outward return journey and 50% of the outward journey charge.

TRUCKS ARE GIVEN ON THE ABOVE BASIS ON THIS ORDER.

- 2 -

EXAMPLES

(a) Load say, 23 quintals.

Distance from A to B, 235 Km.

No return load.

23 quintals will go on a 2½ or 3 ton truck and will, therefore, be charged at the rates shown under AUTOCARRIED RATE. Although only 23 quintals are to be carried, both 2½ ton U.S. and 3 ton British trucks are to be rated at, and can carry, 30 quintals, and the charge will, therefore, be based on 30 quintals.

The distance is over 100 km and, therefore, the rates given at the foot of the column RATE apply. This is 0.6665 lire per quintal/km.

The outward charge is, therefore,

$$0.6665 \times 30 \text{ (quintals)} \times 235 \text{ (km)} = 4659 \text{ lire.}$$

If the truck has authority to return empty, an additional charge of 60% of 4659 lire is to be paid by the consignor of the outward load.

$$4659 \times \frac{60}{100} = 2795 \text{ lire}$$

2795 lire added to 4659 lire makes a total of 7454 lire payable by the outward consignor to the convoy or truck contractor.

(b) If a return load from B to A is available, then the inward consignor will pay the same as the outward consignor, i.e., 4659 lire and the convoy or truck contractor will receive 2316 lire for the journey out and return.

(c) If a return load is available from a point C, which is on the way back to the depot and is, say, 120 km. from A, the amount payable by the consignor from C will be

$$0.6665 \times 30 \text{ (quintals)} \times 120 \text{ (km)} = 3092 \text{ lire}$$

60% of the outward charge is 2795 lire (see (a)) and the outward consignor is not, therefore, called on to pay anything for the return journey. Should, however, the distance between C and A be, say, 120 km. the consignor from C would pay

$$.6665 \times 30 \times 120 = 2400 \text{ lire.}$$

and the outward consignor would, therefore, be called upon to pay the difference between 60% of the outward charge i.e., 2795 lire and the amount paid by the consignor from C, i.e., 2400 lire, making 395 lire payable by the outward consignor in addition to the 4659 lire originally due.

file

MJG/pa (18A)

HEADQUARTERS
ALLIED CONTROL COMMISSION
Legal Sub-Commission
APO 394

REFERENCE : ACC/4I22/L. 24 Jul 44.
SUBJECT : Use of Military Vehicles by Italian Government.
TO : Economic Section.

1. Enclosed please find letter of RLO Region 6 (18 July 1944 Ref.L/1436) and copy of the response thereto (ACC/4I22/L of 24 July 44) .
2. May the matter have your attention please.

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

MJG/pa

17A

HEADQUARTERS
ALLIED CONTROL COMMISSION
Legal Sub-Commission
APO 394

REFERENCE : ACC/4122/L.

24 Jul 44.

SUBJECT : Use of Military Vehicles by Italian Government.

TO : RLO (THRU: Regional Commissioner) Region 6.

1. Acknowledgement is made of yours 13 July 1944 Ref. L/1436.

2. The draft contract which this Sub-Commission prepared contained no actual exhibits, reference being made thereto solely for the purpose of providing the mechanism whereby the same could be used under varying conditions as to vehicles and charges.

3. Under the circumstances we are forwarding your letter to the Economic Section for whom this contract was prepared.

4. We are unable to answer para 4 of your letter with respect to the authority of the High Commissioner for Sardinia.

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

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HEADQUARTERS
ALLIED CONTROL COMMISSION

18 July 1944

TO : HQ ACC (Fwd). Legal Subcommittee.

SUBJECT: Use of Military Vehicles by Italian Government.

REF: L/1436.

SA

1. Reference your ACC/4122/L dated 4 May 1944, the Regional Transportation Officer of this Region is in process of forming a Transport Pool in conjunction with the High Commissioner of Sardinia to be operated by a civilian road haulage organization. This Transport Pool will consist partly of Italian Civilian Vehicles and partly of Allied Military vehicles on loan.

2. It will be necessary to prepare a contract or contracts in respect of the military vehicles on loan referred to above on the lines of the draft contract annexed to your letter under reference. In connection with these contracts it will be necessary for me to be in possession of the documents referred to as Exhibits "a" and "b" in your draft contract. I shall be obliged by your letting me have these:

3. If Exhibits "a" and "b" are not comprehensive lists applicable to all types of vehicles which are authorized to be lent to the Italian Government for civilian purposes, it will, of course, be necessary for the Transport Officer to apply to the Transportation Subcommittee for particulars of the value, fixed monthly depreciation charges, charges and tariffs, etc., applicable to the type of vehicles which are to be the subject of the agreement in this Region.

4. It is presumed that the High Commissioner for Sardinia will be accepted by ACC as the appropriate authority to sign any contract or contracts on behalf of the Italian Government.

5. The above inquiry is of course not connected with my previous inquiry regarding use of vehicles requisitioned by ACC by the Italian Government as garages which I have already received the necessary information from the Economic Subcommittee.

N. G. S.

2. It will be necessary to prepare a contract or contracts in respect of the military vehicles on loan referred to above ~~see~~ on the lines of the draft contract annexed to your letter under reference. In connection with these contracts it will be necessary for me to be in possession of the documents referred as Exhibits "a" and "b" in your draft contract. I shall be obliged by your letting me have ^{copies of} these:

3. If Exhibits "a" and "b" are not comprehensive lists applicable to all types of vehicles which are authorized to be lent to the Italian Government for civilian purposes, it will, of course, be necessary for the Transport Officer to apply to the Transportation Subcommittee for particulars of the value, fixed monthly depreciation charges, ~~and~~ charges ^{and} tariffs, etc., applicable to the type of vehicles which are to be the subject of the agreement in this Region.

4. It is presumed that the High Commissioner for Sardinia will be accepted by AOC as the appropriate authority to sign any contract or contracts on behalf of the Italian Government.

5. The above inquiry is of course not connected with any previous inquiry regarding use of vehicles requisitioned by AOC by the Italian Government as regards which I have already received the necessary information from the Economic Subcommittee.

R. G. S. Alexander
R. G. S. ALEXANDER
Major
Regional Legal Officer

REAR HEADQUARTERS
ARMED CONTROL COMMISSION
Legal Subcommission
ART 391

ART/gar

15A

ACC/1122/L

25 Jan 14

SUBJECT: Requisitioning of Car.

TO : H.E. Minister of Justice.

The Procureurs del Re at Bari having informed the Legal Officer there that his work was considerable impeded owing to lack of transport, was advised to requisition a motor car through the Prefecture.

The Legal Officer is now informed that the Minister of Justice declines to sanction the payment of the running expenses.

In view of the fact that the Procureurs del Re's action was taken on the advice and with the approval of the Legal Officer, may this matter be adjusted please.

Cep

A. R. THORNTON, Lt. Col.
For Chief Legal Officer.

18

4122
 HEADQUARTERS
 ALLIED CONTROL COMMISSION
 REGION II

Legal (Rear)
 0.2373

205
 147

20 June 44

Ref. :- 2201/74/A
 Subject:- Requisitioning of Motor Car
 To :- Chief Legal Officer
 Copy to:- L.O. - BARI -

1. The Procuratore del Re at Bari, through the agency of the Prefect, requisitioned a motor car.

2. Lack of transport was the constant answer of the Procuratore del Re to every complaint made against him by the L.O. at Bari, and it was on the advice of the latter that the car was requisitioned.

3. L.O. Bari states that it is his opinion that the use of a car for the Procuratore del Re is essential in order to make him to carry out his duties.

4. The Ministry of Justice now refuses to sanction the payment of running expenses. May this matter please be taken up with the Ministry.

LEGAL SUB.COMMISSION	
CIO	
Chief Counsel	
CJO	
Italian Section	
CL RKS	

D.E.S. Cousins
 D.E.S. COUSINS, Lt. Col.
 R.L.O.
 Region II



4122
✓
HEADQUARTERS
ALLIED CONTROL COMMISSION
OFFICE OF G-4
APO 394

DHH/kvln

20 June 1944

(13A)

G-4/136/9.

SUBJECT : Requisitioned Vehicles.

TO : Liaison Section.

This branch has been told to be ready to hand over as many requisitioned vehicles as possible to the Italian Government.

In order to do this I think we must have some arrangement with the Italian Government under which they take over all responsibility to the individual owners in respect of the seizing or requisitioning of the cars.

Legal Sub-Commission have agreed to draw up the necessary document if we can tell them that a definite arrangement has been concluded with the Italian Government. May the Government therefore be asked:-

(a) If in consideration of our handing over requisitioned cars they are prepared to accept ~~the~~ responsibility for claims for payment by the owners.

(b) As the cars may be spread about all over Italy, to what officials they are prepared to delegate authority to take over these cars and sign for them. This is on the understanding that the receipt for the transfer of the car would be so drawn as to release the Allied Governments from all liability in respect of such cars.

Shion

S.W. MILLER,
Lieut-Colonel,
G-4.

Copy To :
Legal Sub-Commission.

LEGAL SUB-COMMISSION	
CHIEF	
DEPT	
Chief Counsel	
CJO	
Italian Section	
CLERKS	

12A refer



REAR HEADQUARTERS
ALLIED CONTROL COMMISSION
Legal Subcommittee
APO 394

12A
/guf

ACC/L122/L

20 Jun 44

SUBJECT: Requisitioned Vehicles.

TO : G-4 HQ ACC.

Ref telephone conversation Major Grossman - Capt. Haslam, it is understood that you have as yet not entered into any negotiations with the Italian Government over the proposed handover and it seems therefore premature to draw any draft agreement in respect of the handover.

MARC J. GROSSMAN, Major
for Chief Legal Officer.

15

4/22
HEADQUARTERS
ALLIED CONTROL COMMISSION
OFFICE OF G-4
APO 394

11A
DHH/kwlm.

17 June 1944.

1410.

G-4/136/9.

SUBJECT : Requisitioned Vehicles.

TO : Legal Sub-Commission.

It is proposed in the very near future to hand over to the Italian Government a considerable number of requisitioned cars.

Most of these will have been properly requisitioned through American channels but some may have been seized in the earlier stages of the invasion and not have been properly requisitioned.

May a short form be settled by your Sub-Commission in agreement with the Italian Government under which the Government take over the vehicles releasing the Allied Governments from claims in respect of the cars.

It will be desired in many cases to hand over the car to an Italian official who is working on behalf of a Region.

To cover such cases may the Italian Government be asked to say who is to have authority to take over cars and sign release forms on their behalf.

LEGAL SUBCOMMISSION	
CLO	
DCLO	
Chief Counsel	
CJO	
Italian Section	
CL. RKS	

S. W. Miller
S.W. MILLER,
Lieut-Colonel,
G-4.

14

✓
4122

HEADQUARTERS
ALLIED CONTROL COMMISSION
ECONOMIC SECTION
APO 394

MH/ml

10A

KS/44

26 May 44.

SUBJECT : Vehicles Requisitioned by ACC for Italian Government.

TO : HQ. Region VI.

1. Reference L/1436 of 12 May 44 and conversation (Major ALEXANDER - Capt. HAY) today, it is confirmed that the question of an agreement between ACC and the Italian Government, as regards relieving ACC of all liabilities for cars requisitioned by them for the use of Italian Government officials, has been taken up with Finance and Legal Sub-Commissions.

2. A form of undertaking by the Italian Government making them responsible for depreciation and damage will be forwarded as soon as the wording of the form has been agreed.

3. It is confirmed that all petrol, oil, etc., required for requisitioned cars used by Italian Government officials will be drawn from C.I.P. sources who will be paid in cash at the time by the Italian Government officials unless the organisation to which he belongs has arranged an account with C.I.P. which is settled weekly or monthly.

4. No P.O.L. should be supplied to such cars from ACC or Allied Military Sources.

5. Tyres will be debited to the Italian organisation also unless requisitioned cars are to be taken back by ACC within one or two months (e.g. at the finish of the harvest) when it is not worth while charging up the cost to the Italian Government. This is a matter which must be left to your discretion.

[Signature]
D. S. ADAMS
Colonel, C.E.
Executive Officer,
Economic Section

Copy to:

Legal Sub-Commission
Finance Sub-Commission
Transportation Sub-Commission
Industry & Commerce Sub-Commission
Requisition Division

REAR HEADQUARTERS
ALLIED CONTROL COMMISSION
Legal Subcommittee
APO 394

RHH/gmf

ACC/4122/L

24 May 1944

SUBJECT: Vehicles requisitioned by ACC for the Italian Government.

TO : Economic Section (Attn. Capt. Hay).

1. Ref letter of Finance Subcommittee 13079/F dated 22 May 1944.

2. The question would not be solved as suggested by the Finance Subcommittee, namely an admission by the High Commissioner that the cars are being requisitioned for Italian use. What we have advised your Section is that where cars, whether Allied owned or requisitioned, are placed on loan to the Italian authorities, some understanding in writing should be obtained making the Italian government responsible for any depreciation or damage the cars may sustain or for their value if lost or stolen, along the lines of the draft agreement previously prepared by the Legal Subcommittee.

3. Your file is returned herewith.

G. R. UPJOHN
Colonel
Chief Legal Officer. *12*

Copy to RLO Region 6 (thru EC)

UNION HEADQUARTERS
ALLIED CONTROL COMMISSION
LEGAL SUB-COMMISSION
APO 394

SA

ACC/122/Y.

/110.
18 May 1944.

SUBJECT : Use of vehicles requisitioned by AGO for the Italian Government.
TO : Economic Section.

1. Supplementing ours ACC/122/Y 17 May 1944.
2. Our views as to the liability of the Italian authorities were predicated upon the assumption that there was a day by day use of the requisitioned vehicle. If such use were indefinite in time, our opinion might be subject to revision.
3. The foregoing gives additional weight to our suggestion that definite arrangements should be made with the Italian Government to be evidenced by a writing of similar purport to the one prepared by this sub-commission in connection with transport loaned to the Italian Government.

C. R. URGEN,
Colonel,
Chief Legal Officer.

Copy to: Regional Commissioner, Region VI.

HEAD HEADQUARTERS
ALLIED CONTROL COMMISSION
LEGAL SUB-COMMISSION

ACC/K122/L.

/rlp.
17 May 1944.

SUBJECT : Use of vehicles requisitioned by ACC for the Italian Government.
TO : Economic Section.

1. Attached letter 12 May 1944 reference 1/1136 from RG, Region VI.
2. Under the proposed arrangement whereby the vehicles are to be driven by ACC personnel, the legal situation is the same as in the case of other vehicles charged to the Allied Control Commission. The ACC transport officer is responsible in the same degree. The Italian officials have no responsibility unless the driver responsive to their instructions does a wrongful act.
3. There would seem merit in the suggestion that on the financial side arrangements should be made with the Italian Government for compensation for the use of such vehicles, such as was contemplated in the case of the loan thereof. For that reason the RG's letter is submitted herewith.

G. A. UNGER,
Colonel,
Chief Legal Officer.

Copy to: RG, Region VI.

4122
HEADQUARTERS
ALLIED CONTROL COMMISSION
REGION 6

Legal S.C.
(Rec'd Ho)
12 May 1944

BA

TO : Headquarters, Allied Control Commission Rear -
Legal Sub-Commission.

SUBJECT : Use of Vehicles Requisitioned by A.C.C.
by the Italian Government.

REFERENCE: L/1436

Major Grossmann

1. Instructions have been received from the Agriculture Sub-Commission that Regions are to provide civilian cars for the use of Italian Agricultural Officials in connection with the new Amassi Decree.
2. The necessary vehicles are available here (4 in number) but it is necessary to supply these with Army, i. e. Allied Tyres. It is forbidden to supply Army Tyres to vehicles which do not bear A.C.C. markings and it has therefore been necessary for us to requisition the 4 cars.
3. The vehicles are being handed over to the Italian Officials concerned but will be driven by personnel employed by the Commission and will be supplied with Allied petrol and Oil. Rules forbidding the use of the cars for any other purpose than that for which they are provided and for the completion of work tickets etc. have been laid down.
4. It is not absolutely clear whether, in view of the possibility that the Italian Government may ultimately receive some credit in respect of vehicles requisitioned by the Allied Forces, there should not be attached to the use of the above vehicles (which will be under the control of and entirely for the purposes of the Italian Government) some conditions as regards depreciation liabilities arising out of their use etc. on the lines

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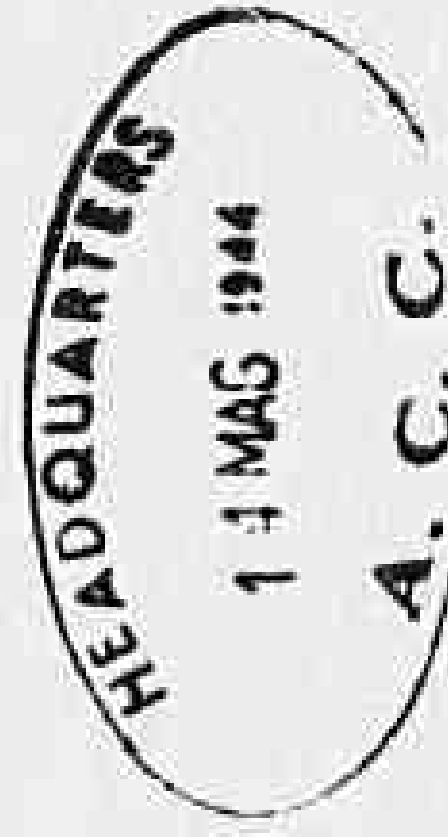
4. It is not absolutely clear whether, in view of the possibility that the Italian Government may ultimately receive some credit in respect of vehicles requisitioned by the Allied Forces, there should not be attached to the use of the above vehicles (which will be under the control of and entirely for the purposes of the Italian Government) some conditions as regards depreciation liabilities arising out of their use etc. on the lines of the draft agreement forwarded with your ACC/4122/6 dated 4 May 44. If so the arrangement will no doubt be made directly between your Headquarters and the Italian Government.

5. It is of course, recognized that the loaning of requisitioned cars is on quite a different footing from the supply of Allied vehicles to the Italian Government but it is thought proper to bring the matter to your attention.

6. As the cars are required with great urgency a letter has been written to the High Commissioner stating that their use is subject to the conditions if any which may be subsequently agreed upon between H.Q., A.C.C. and the Italian Government.

7. May I have your advise, please?

RGSA/cm



M. Van Rijnster
M. CARA.
Brigadier.
Regional Commissioner.

REAR HEADQUARTERS
ARMED CONTROL COMMISSION
LEGAL SUB-COMMISSION
APO 394

RG/pa

5A

ACC/4122/c
~~acc/4122/c~~

4 May 1944

SUBJECT : Use of military vehicles by Italian Government .
TO : RLOs (thru RGS) Region 1,2,3,4,5,6,7, .

1. Pursuant to understanding at meeting of RLOs held on 1 May enclosed for your information draft of proposed arrangement covering use of military vehicles for movement of civilian supplies .



MARC J. GROSSMAN,
Major,
for Chief Legal Officer.

(SECRET)

REAR HEADQUARTERS
ALLIED CONTROL COMMISSION
MAL SUB-COMMISSION
APO 394

53

TO : H. E. the Minister of Communications.

Your Excellency :

Pursuant to prior conversations, the Allied Control Commission will make available for the use of your government the motor vehicles listed in Exhibit A, attached hereto upon the following terms and conditions.

1. A fixed monthly depreciation charge for each vehicle in the amount specified in Exhibit A following the description of each, shall be payable on the first of each and every month in advance to the Allied Financial Agency or as may be directed by the Allied Control Commission; provided however that if this arrangement shall become effective on a day other than the first day of the month, there shall be paid on the effective date thereof, a sum equivalent to 1/30 of the monthly fixed depreciation charge multiplied by the number of days intervening until the first day of the succeeding month. Thereafter the fixed monthly depreciation charge shall be paid in advance on the 1st day of each and every month as aforesaid.

2. Your government, prior to the delivery of the vehicles shall deposit with the Allied Financial Agency or as may be directed by the Allied Control Commission a sum equivalent to one half of the total value of said vehicles as set forth and specified in Exhibit A. As and when each vehicle is returned to the Allied Control Commission under the terms hereof, there shall be refunded to your government a sum equivalent to one half of the said value thereof; provided that such vehicles with all tools, equipment and accessories shall be certified by the officer in charge of Allied Control Commission ordinance to be in as good condition and repair as when delivered to your government, ordinary wear and tear only excepted, and provided further that all depreciation charges due hereunder shall have been paid and your government be not otherwise in default.

3. Your government unconditionally guarantees the return of each of said vehicles together with all tools, equipment and accessories to the Allied Control Commission upon the expiration or sooner termination or arrangement, as herein provided, in as good condition and repair as when received by your government, ordinary wear and tear only excepted. In its failure or inability so to do, whatever the cause, your government at the option of the Allied Control Commission shall either (1) forthwith pay the Allied Control Commission an amount equivalent to the value of such such vehicle not so returned, as set forth and specified in Exhibit A, less the total of depreciation charges paid by your government as to each such vehicle, and less the amount of the deposit held by the Allied Control Commission with respect thereto, in which event that part of said deposit shall become the property of the Allied Control Commission and each

and every month as aforesaid.

2. Your government, prior to the delivery of the vehicles shall deposit with the Allied Financial Agency a sum may be directed by the Allied Control Commission a sum equivalent to one half of the total value of said vehicles as set forth and specified in Exhibit A. As and when each vehicle is returned to the Allied Control Commission under the terms hereof, there shall be refunded to your government a sum equivalent to one half of the said value thereof; provided that such vehicles with all tools, equipment and accessories shall be certified by the officer in charge of Allied Control Commission ordinance to be in as good condition and repair as when delivered to your government, ordinary wear and tear only excepted, and provided further that all depreciation charges due hereunder shall have been paid and your government be not otherwise in default.

3. Your government unconditionally warrants the return of each of said vehicles together with all tools, equipment and accessories to the Allied Control Commission upon the expiration or sooner termination of arrangement, as herein provided, in as good condition and repair as when received by your government, ordinary wear and tear only excepted. In its failure or inability so to do, whatever the cause, your government at the option of the Allied Control Commission shall either (1) forthwith pay the Allied Control Commission an amount equivalent to the value of each such vehicle not so returned, as set forth and specified in Exhibit A, less the total of depreciation charges paid by your government as to each such vehicle, and less the amount of the deposit held by the Allied Control Commission with respect thereto, in which event that part of said deposit shall become the property of the Allied Control Commission and each such vehicle upon the payment of the aforesaid sum shall become the property of your government or (2), return each such vehicle in its then condition to the Allied Control Commission and forthwith pay to the Allied Control Commission such sum as the officer in charge of Allied Control Commission Ordinance shall determine is necessary to bring the vehicle in as good condition and state of repair in which it should have been returned by your government under the terms hereof, less the amount of the deposit held by the Allied Control Commission applicable to each such vehicle. The excess if any of said deposit over the cost of said repairs as so fixed shall be returned to your government.

(2)

4. The said vehicles shall be used exclusively for the movement of civilian supplies, but only in such places and in such manner as shall be directed by the Regional Transportation Officer of the Allied Control Commission or such other officer as may be designated by it, and charges and tariffs for such use shall be only at the rates specified in Exhibit B attached hereto.

5. Your government shall at its own expense maintain the said vehicles in good condition and repair, replacing all missing or damaged parts, tools, equipment and accessories. For the purpose of providing adequate time for maintenance and repairs as aforesaid, each vehicle shall be kept off the road one day out of each fifteen. Spare parts, tools, equipment and accessories will be made available to your government by the Allied Control Commission therefor, and the surrender of the item or items which such purchase or purchases are intended to replace, or a certificate in form satisfactory to the Allied Control Commission as to your government's inability so to do.

6. The Allied Control Commission shall have the right at all times to inspect said vehicles, arranging schedules for that purposes when the drivers of the vehicles to be inspected shall be present.

7. Your government will keep and maintain such records in connection with the use and maintenance of said vehicles as shall be directed by the Allied Control Commission.

8. Your government will indemnify and save harmless the Allied Control Commission from all claims of every kind and description asserted against the Allied Control Commission arising or growing out of the use or operation of said motor vehicles.

9. Your government may contract with independent companies for the operation of said motor vehicles provided all the terms and conditions hereof are observed and performed by such independent companies and provided further that your government shall continue bound by the terms and conditions hereof to the same extent as if it were itself operating said motor vehicles.

10. This arrangement may be terminated by the Allied Control Commission as to any or all of said vehicles without prior notice if required for operational needs; otherwise upon 5 days prior notice.

Dated :
accepted and agreed to :

for the Allied Control Commission

RESTRICTED

REAR HEADQUARTERS
ALLIED CONTROL COMMISSION
Legal Subcommittee
APO 394

GRU/ap

ACC/4122/L

13 April 1944

SUBJECT: Arrangement for use by
Italian Government of motor vehicles.

TO : Vice President Economic Section.

1. On 12 April 1944 our chief counsel delivered draft of proposed agreement with Italian Government covering the above subject matter, which we understand is intended only to cover the interim arrangement until the requisite authority for sale can be had.

2. This will confirm his advice to you in connection therewith.

(1) No express authority appears to have been received permitting the proposed use by the Italian Government of any of the vehicles involved.

(2) If such authority is to be implied from cable of Flambo dated 11 February 1944, it is of course limited to the 300 American trucks therein referred to.

3. It follows that no authority either express or implied has been received with respect to any of the British vehicles or to the American vehicles other than the 300 aforesaid.

G. R. UPJOHN,
Colonel,
Chief Legal Officer.

RESTRICTED

4122 (But if you already filed this space)

34

TO : H.E. the Minister of Communications.

Your Excellency;

The Allied Control Commission (hereinafter referred to as the Lessor) hereby leases to the Italian Government (hereinafter referred to as the Lessee) for a period of one year commencing on the motor vehicles described in ~~the~~ Exhibit A, attached hereto, subject to and upon the following terms and conditions.

1. The monthly rental for each such vehicle shall be the amount specified in Exhibit A following the description of each, and shall be payable on the ~~first~~ of each and every month in advance to the Allied Financial agency or as may be directed by the Lessor; provided however that if this lease shall become effective on a day other than the first day of the month, there shall be paid on the effective date thereof, a sum equivalent to 1/30 of the monthly rental multiplied by the number of days intervening until the first day of the succeeding month. Thereafter the rental shall be paid in advance on the 1st day of each and every month as aforesaid.
2. The Lessee, prior to the delivery of the vehicles leased hereunder shall deposit with the Allied Financial agency or as may be directed by the Lessor, a sum equivalent to one half of the total value of said vehicles as set forth and specified in Exhibit A. As and when each vehicle is returned to the Lessor under the terms hereof, there shall be refunded to the Lessee, a sum equivalent to one half of the said value thereof; provided that such vehicle with all tools, equipment and accessories shall be certified by the officer in charge of Allied Control Commission Ordinance to be in as good condition and repair as when delivered to the Lessee, ordinary wear and tear only excepted; and provided further that all rentals due hereunder shall have been paid and the Lessee be not otherwise in default.

3. The Lessee unconditionally guarantees the return of each of said vehicles together with all tools, equipment and accessories to the Lessor upon the expiration or sooner termination of this lease, as herein provided, in as good condition and repair as when received by the Lessee, ordinary wear and tear only excepted. In its failure or inability so to do, whatever the cause, the Lessee at the option of the Lessor shall either (1) forthwith pay the Lessor an amount equivalent to the value of each such vehicle not so returned, as set forth and specified in Exhibit A, less the total of rentals paid by the Lessee as to each such vehicle, and less the amount of the rental held by the Lessor with respect thereto, in which event the amount of the deposit shall become the property of the Lessor and each such vehicle upon the payment of the aforesaid sum shall become the property of the Lessee or (2) return each such vehicle in its then condition to the Lessor and forthwith pay to the Lessor such sum as the ~~Lessor~~ officer in charge of Allied Control Commission Ordinance shall determine is necessary to place the vehicle

shall deposit with the Allied Financial Agency or as may be directed by the Lessor, a sum equivalent to one half of the total value of said vehicles as set forth and specified in Exhibit A. As and when each vehicle is returned to the Lessor under the terms hereof, there shall be refunded to the Lessee, a sum equivalent to one half of the said value thereof; provided that such vehicle with all tools, equipment and accessories shall be certified by the officer in charge of Allied Control Commission ordinance to be in as good condition and repair as when delivered to the Lessee, ordinary wear and tear only excepted, and provided further that all rentals due hereunder shall have been paid and the Lessee be not otherwise in default.

3. The Lessee unconditionally guarantees the return of each of said vehicles together with all tools, equipment and accessories to the Lessor upon the expiration or sooner termination of this lease, as herein provided, in as good condition and repair as when received by the Lessee, ordinary wear and tear only excepted. In its failure or inability so to do, whatever the cause, the Lessee at the option of the Lessor shall either (1) forthwith pay the Lessor an amount equivalent to the value of each such vehicle not so returned, as set forth and specified in Exhibit A, less the total of rentals paid by the Lessee as to each such vehicle, and less the amount of the deposit held by the Lessor with respect thereto, in which event that part of said deposit shall become the property of the Lessor and each such vehicle upon the payment of the aforesaid sum shall become the property of the Lessee or (2) return each such vehicle in its then condition to the Lessor and forthwith pay to the Lessor such sum as the ~~proper~~ officer in charge of Allied Control Commission Ordinance shall determine is necessary to place the vehicle in that condition and state of repair in which it should have been returned by the Lessee under the terms hereof, less the amount of the deposit held by the Lessor applicable to each ~~such~~ vehicle. The excess if any of said deposit over the cost of said repairs as so fixed shall be returned to the Lessee.

4. The leased vehicle shall be used exclusively for the movement of civilian supplies, but only in such places and in such manner as shall be directed by the Regional Transportation Officer of the ACC or such other officer as may be designated by it, and charges and tariffs for such use shall be only at the rates specified in Exhibit B attached hereto.

5. The Lessee shall at its own expense maintain the said vehicles in good condition and repair, replacing all missing or damaged parts, tools, equipment and accessories. For the ~~purpose~~ purpose of providing adequate time for maintenance and repairs as aforesaid, each vehicle shall be kept off the road one day out of each fifteen. Spare parts, tools, equipment and

accessories will be made available to the lessee by the lessor upon payment of the price established by the lessor therefor, and the surrender of the item or items which such purchase or purchases are intended to replace, or a certificate in form satisfactory to the lessor as to the lessee's inability so to do.

6. The lessor shall have the right at all times to inspect said vehicles, arranging schedules for that purpose when the drivers of the vehicles to be inspected shall be present.

7. The lessee will keep and maintain such records in connection with the use and maintenance of said vehicles as shall be directed by the lessor.

8. This lease may be terminated by the lessor as to any or all of said vehicles without prior notice if required for operational needs; otherwise upon 5 days prior notice.

Dated:

Accepted and agreed to:

For the Allied Control Commission.

Accepted and agreed to:

TO : H. M. the Minister of Communications.

Your Excellency:

Pursuant to prior negotiations, the Allied Control Commission will make available for the use of your government the motor vehicles listed in Exhibit A, attached hereto upon the following terms and conditions.

1. A fixed monthly depreciation charge for each vehicle in the amount specified in Exhibit A following the description of each, shall be payable on the first of each and every month in advance to the Allied Financial Agency or as may be directed by the Allied Control Commission; provided however that if this arrangement shall become effective on a day other than the first day of the month, there shall be paid on the effective date thereof, a sum equivalent to 1/30 of the monthly fixed depreciation charge multiplied by the number of days intervening until the first day of the succeeding month. Thereafter the fixed monthly depreciation charge shall be paid in advance on the 1st day of each and every month as aforesaid.
2. Your government, prior to the delivery of the vehicles shall deposit with the Allied Financial Agency or as may be directed by the Allied Control Commission, a sum equivalent to one half of the total value of said vehicles as set forth and specified in Exhibit A. As and when each vehicle is returned to the Allied Control Commission under the terms hereof, there shall be refunded to your government a sum equivalent to one half of the said value thereof; provided that such vehicle with all tools, equipment and accessories shall be certified by the officer in charge of Allied Control Commission ordinance to be in as good condition and repair as when delivered to your government, ordinary wear and tear only excepted, and provided further that all depreciation charges due hereunder shall have been paid and your government be not otherwise in default.

3. Your government unconditionally guarantees the return of each of said vehicles together with all tools, equipment and accessories to the Allied Control Commission upon the expiration or sooner termination of arrangement, as herein provided, in as good condition and repair as when received by your government, ordinary wear and tear only excepted. In its failure or inability to do, whatever the cause, your government at the option of the Allied Control Commission shall either (1) forthwith pay the Allied Control Commission an amount equivalent to the value of each such vehicle not so returned, as set forth and specified in Exhibit A, less the total of depreciation charges paid by your government as to each such vehicle, and less the amount of the deposit held by the Allied Control Commission with respect thereto, in which event that part of said deposit shall become the property of the Allied Control Commission and each such vehicle upon the payment of the aforesaid sum shall become the property of your government or (2). return each such vehicle in its then condition to the Allied Control Commission and forthwith pay to the Allied Control Commission such sum as the officer in charge of Allied Control Commission Ordinance shall determine is necessary to place the vehicle in that condition and state of repair in which it should have been returned by your government under the terms hereof, less the amount of the deposit held by the Allied Control Commission applicable to each such vehicle. The

3. Your government unconditionally guarantees the return of each of said vehicles together with all tools, equipment and accessories to the Allied Control Commission upon the expiration or sooner termination of arrangement, as herein provided, in as good condition and repair as when received by your government, or, in its failure or inability so to do, that primary wear and tear only excepted. In the option of the Allied Control Commission an amount equivalent to the value of each such vehicle not so returned, as set forth and specified in Exhibit A, less the total of depreciation charges paid by your government as to each such vehicle, and less the amount of the deposit held by the Allied Control Commission with respect thereto, in which event that part of said deposit shall become the property of the Allied Control Commission and each such vehicle upon the payment of the aforesaid sum shall become the property of the Allied Control Commission. (2). return each such vehicle in its then condition to the Allied Control Commission and forthwith pay to the Allied Control Commission such sum as the officer in charge of Allied Control Commission Ordinance shall determine is necessary to place the vehicle in that condition and state of repair in which it should have been returned by your government under the terms hereof, less the amount of the deposit held by the Allied Control Commission applicable to each such vehicle. The excess if any of said deposit over the cost of said repairs as so fixed shall be returned to your government.

5. Your government shall at its own expense maintain the said vehicles in good condition and repair, replacing all missing or damaged parts, tools, equipment and accessories. For the purpose of providing adequate time for maintenance and repairs as aforesaid, each vehicle shall be kept off the road one day out of each fifteen. Spare parts, tools, equipment and accessories will be made

available to your government by the Allied Control Commission upon payment of the price established by the Allied Control Commission therefor, and the surrender of the item or items which such purchase or purchases are intended to replace, or a certificate in form satisfactory to the Allied Control Commission as to your government's inability so to do.

6. The Allied Control Commission shall have the right at all times to inspect said vehicles, arranging schedules for that purpose when the drivers of the vehicles to be inspected shall be present.

7. Your government will keep and maintain such records in connection with the use and maintenance of said vehicles as shall be directed by the Allied Control Commission.

8. Your government will indemnify and save harmless the Allied Control Commission from all claims of every kind and description asserted against the Allied Control Commission arising or growing out of the use or operation of said motor vehicles.

9. Your government may contract with independent companies for the operation of said motor vehicles provided all the terms and conditions hereof are observed and performed by such independent companies and provided further that your government shall continue bound by the terms and conditions hereof to the same extent as if it were itself operating said motor vehicles.

10. This arrangement may be terminated by the Allied Control Commission as to any or all of said vehicles without prior notice if required for operational needs; otherwise upon 5 days prior notice.

Dated:

Accepted and agreed to:

for the Allied Control Commission.

10. This arrangement may be terminated by the Allied Control Commission as to any or all of said vehicles without prior notice if required for operational needs; otherwise upon 5 days prior notice.

for the Allied Control Commission.

Dated:

Accepted and agreed to:

2

HEADQUARTERS PDS

SECRET

11 FEB 44

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SECRET

ROUTINE

FLAMING

CG PDS, AGMP, GDS NATCORS

EIGHTED FUSIC

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EPCOS PHOS

HEADQUARTERS
11 FEB 1944
AMG.11 FEB 44
22

BEING MADE AVAILABLE 15 FEBRUARY 1944 IN PDS ARE 300 TRUCKS 2 1/2 TON. REFERENCE #2099/40.
40587 NOT TO ALL ADDRESSES. IT IS DESIRED THESE VEHICLES BE LOANED TO AGC/AMG (2675
REGIMENT) AGC UNDER THE FOLLOWING CONDITIONS:

- A. THEY WILL BE MAINTAINED AND OPERATED BY ITALIAN
- B. THEIR USE CONTROLLED BY LOCAL AGC/AMG REPRESENTATIVES IN THE FIELD.
- C. ITALIANS SHALL BE RESPONSIBLE FOR RUNNING REPAIRS OF THESE VEHICLES.
- D. THEY SHALL BE AFFILIATED TO UNITED STATES ORANGE MAINTENANCE UNITS FOR MAINTENANCE OPERATIONS
- E. THEY SHALL BE SUBJECT TO INSPECTION BY PDS HEAD.
- F. REGULAR REPORTS ON THEIR LOCATION AND CONDITION WILL BE PDS BASE BE MADE.

PDS DIST

ACTION

INFO G-4

GND G

TRANSF G

HJ AGC

SNCY GND STAFF

COORDINATING GEN.

AGC DIST

(INFO) DEAN GND (4)

EX OFFICE

G-4

SECRET

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