Declassified E.O. 12356 Section 3.3/NND No. 785021

ACC AC96/TW4 10000/148/2170 STATION oct. 1941-

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10000/142/2170

STATION REFRESHMENT ROOMS
OCT. 1944 - APR. 1945

0162

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MINISTRY OF TRANSPORTS
ISR GENERAL DIRECTION
WORKS DEPT.

Rome, 19 April 1945
L.5/15/18210

TO: Tn S/Commission A.C.,
Rail Division.

SUBJECT: Refreshment room Facilities
at Railway Stations.

1. Reference is made to yours 29 April file AC/96/Th.4 concerning the erection of wine bars at Caserta and Benevento.

2. We want to point out that only a partial rehabilitation of preexisting wine bars was effected in above mentioned Stations, in order to enable the former operators, who kept paying their rate of lease, to sell some food and drinks to the passengers.

3. At Caserta only some tufa-masonry was erected and a few windows and doors re-displaced.

4. At Benevento a counter was provided and some other small fittings.

5. Being only matter of very scarce importance and considering the small amount of material involved, we did not consider it necessary to obtain the previous authorization from Construction Sub-Committee, Allied Railway Board.

6. We want to assure you that, in view of both the scarcity of building material and the great number of works waiting for rehabilitation, we never omitted to submit a regular application of both work and material is involved, nor will we ever omit to do.

THE DIRECTOR GENERAL,
S. DE RAMUNDO

1737

0163

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MINISTERO
~~DELLE COMUNICAZIONI~~
DEI TRASPORTI
FERROVIE DELLO STATO
DIREZIONE GENERALE

SERVIZIO LAVORI

OGGETTO

ALLEGATI N.

Roma, 19 APR. 1945 194 - A.

N. L.5/15/18210

Al N. del

SOTTO COMMISSIONE TRASPORTI A.C.
(Divisione Ferroviaria)

INCREMENTO TRASPORTI C.M.F.
T.Col. O.H. Lindberg

1) Si fa riferimento alla vostra lettera A.C.96/Tn 4 del 29 marzo, relativa a mescite di vino impiantate nelle Stazioni di Caserta e Benevento.

2) Si fa presente che nelle due dette Stazioni è stato effettuato, mediante lavori di minima importanza, il parziale ripristino, in piccoli locali, dei preesistenti ristoratori per dare modo agli antichi esercenti, che continuano a pagare i canoni di affitto, di vendere qualche cibaria e bevanda con soddisfazione dei viaggiatori.

3) A Caserta i lavori sono consistiti in poca muratura di tufo e nella fornitura in opera di qualche serramento.

4) A Benevento i lavori sono consistiti nella fornitura in opera di un bancone ed in qualche piccolo adattamento.

5) La lievissima entità di tali opere, e dei materiali per esse occorrenti, non aveva fatto ritenere necessario ottenerne la preventiva autorizzazione del Sotto Comitato Costruzioni del Comitato Alleato Ferroviario.

6) Si assicura che, in vista appunto della deficienza di materiali e della grande quantità di opere di ripristino da effettuare, la richiesta di autorizzazione non è stata nè verrà omessa per ogni opera che, a differenza di quelle sopra esposte, abbia una importanza non trascurabile.

IL DIRETTORE GENERALE

1736

F/R

96/9

ACF/ic

TRANSPORTATION SUB-COMMISSION, AC
(RAIL DIVISION)
c/o Transportation Increment
C.M.F.

29 March 1945

Tel. 643238
Ref. AC/96/Tn 4

TO : General di Raimondo
Director General ISR.

SUBJECT : Refreshment Room Facilities at Railway Stations.

1. It is understood that ISR are proceeding with the erection of a wine bar at Caserta, and that one has already been built at Benevento.

2. It is realised that where passenger facilities exist it is desirable to have some accommodation available for travellers, but the acute shortage of materials and the more urgent demands for construction work of higher priority makes it desirable that such buildings should be as few as possible, and of a temporary character not likely to involve the use of material in short supply.

3. If it is the desire of the ISR to construct station buildings involving the use of materials needed urgently for other essential work, such intentions should be conveyed to the Construction Sub-Committee of the Allied Railway Board. It is felt that a detailed statement of such works as are in hand and contemplated would enable both Construction and Stores Sub-Committees to express their opinion of the relative importance of the projects, in the light of existing supplies of labour and materials.

O.H. Lindberg Lt Col 45
O.H.LINDBERG
Lieut.Col. R.E.,
Chief, Rail Division.

0164
Declassified E.O. 12356 Section 3.3/NND No. 785021

Tel. 843238
Ref. AC/96/Tn 4

29 March 1945

TO : General di Raimondo
Director General ISR.

SUBJECT : Refreshment Room Facilities at Railway Stations.

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C.H. Lindberg Lt Col 43

C.H.LINDBERG
Lieut.Col. R.E.,
Chief, Rail Division.

Copy to: Director MRS
Major Long Tn Sub-Comm.(Rails)
Major Street " " "

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0166

Declassified E.O. 12356 Section 3.3/NND No. 785021

96/8

Subject : Facilities at Rly Stations.

Military Railway Service,
Italy.
Tel : Firebox - 49
Outside line 843332.
Ref : TN.A.1/235.
17 March 1945.

To : Tn Sub Commission, ✓
A.C., Rome.

Copy to : D.Q.M.G.,
Mov & Tn.,
A.F.H.Q.

1. I am forwarding herewith a copy of letter Mov3/12 dated 7 Mar 45 from D.Q.M.G.(Mov & Tn) on the above subject for necessary action.

2. Although we should not I feel either dissuade or stop the I.S.R. from re-instituting the minimum facilities required for the comfort of passengers travelling by rail, there is as you know a considerable shortage of construction materials, particularly cement; it is essential that we keep a strict control on such materials and see that they are used on works likely to contribute to the more efficient operation of the railway.

TRANSPORTATION SUB-COMMISSION RAIL

	SEEN. INITIALS.
CHIEF.	
ASSISTANT.	G.B.Z.
ADMIN.	
CIVIL ENG.	
MECH. ENG.	
TRAFFIC.	
STORES.	

R Waghorn Brig.

(R.D.WAGHORN).
Brigadier.
Director, Military Railway Service.
Italy.

0167

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C O P Y.

G-4 (Mov & Tn),
Allied Force Headquarters,
Tel. No. Freedom 223

Mov3/12

Subject: Facilities at Rly Stations.

To: D.M.R.S.

1. It is learned the I.S.R. are proceeding with the erection of a wine bar at Caserta station and have already built one at BENEVENTO. These buildings are most elaborate affairs, and it is suggested the ISR might well utilise the labour and material on other more necessary work.

2. It is appreciated that refreshment facilities will naturally follow the provision of passenger train services, but the number and location of such places should be controlled.

F.L. JAGGER, Lt.Col.
for Brigadier,
D.C.M.G. (Mov & Tn).

7 Mar 45

173

0168

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96/7

INTER OFFICE MEMO

AJP/sl

20 November 1944

Tel: 515

Ref: 43-1/108/FOOD

SUBJECT: Station Refreshment Rooms

TO : Transportation Sub-Commission, Hq. AC

1. Reference your AC/TN/96 of 9 November 1944.

2. There is no comment we can usefully make on this question which appears to be of an internal nature for the railways concerned.

3. If however, the question of supplies of food is brought forward, this sub-commission will be vitally concerned.

For the Chief Commissioner:

J. EMERIE
Major, RASC
Acting Director, Food Sub-Commission

1752

0169

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9615

HEADQUARTERS ALLIED COMMISSION
APO 394
LEGAL SUB-COMMISSION

APT/TTC.

AC/4005/L. 11 Nov. 1944.

SUBJECT : Station Refreshment Rooms.

TO : Transportation Sub-Commission.

1. Reference your AC/TT/96 dated 9 Nov. 44.

2. This Sub-Commission has no comment to offer regarding the papers returned herewith save that they appear to deal exclusively with matters primarily of a domestic nature within the Italian State Railway organisation and also no doubt have some bearing on questions of civilian supply. However, should it be your intention to raise some specific problem of a legal nature, your further indications and explanations will enable due consideration to be given thereto.

A.R. THACKRAH,
Lt. Colonel,
Italian Branch,
for Chief Legal Advisor.

Enclos: Nil.

1721

96/3

Ministry of Communications
I.S.R. - General Direction
Subject:
Catering system for stations

Rome - 4 NOV 1944
N. C.122.47.1-.2.108/Ucca/1205/20
to N. CCA/945.30 dated 6 Oct. 1944

To Transport Sub Commission
Seat

1) We beg to assure you that we will inform this Sub Commission about the development of the arrangements about the above mentioned matter.

2) We inform - besides - that the adjudications of station Coffee-houses and restaurants are settled by here enclosed list or by different contracts, agreed by private auction competition for the most important services.

The Chief of Traffic Section and the Chief of Compartimento or the General Director or the Minister, according to whom it might concern as for their value, will authorize the stipulation of the contracts.

3) The decrees of adjudication generally last three years, with a right of yearly notice; for the most important adjudication only, conditions are settled as a percentage on the gross receipt with a maximum of validity of nine years.

4) We enclose herewith for notification two copies of the above mentioned contracts.

for the Director General
signed Lo Cigno

pv/ngil

1730

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MINISTERO DELLE COMUNICAZIONI
FERROVIE DELLO STATO
DIREZIONE - GENERALE

Roma, 4 NOV 1944

N.C.122.47.14.2.108 Div. 1205/20

al N.C.C.A.945.20.del 6.10.944

ALLA SOTTOCOMMISSIONE TRASPORTI

S E D E

OGGETTO: Caffé - ristoratori di stazione

Allegati N.3

1°) - Si assicura che non si mancherà di tenere aggiornata codesta SOTTO - COMMISSIONE degli sviluppi della pratica di cui é oggetto la nota suddistinta.

2°) - Si informa, inoltre, che le concessioni dei caffé - ristoratori delle stazioni sono disciplinate dall'accluso Capitolato e da singoli contratti stipulati in seguito a trattativa privata o a gara a licitazione privata per gli esercizi di maggiore importanza.

Il Capo della Sezione Commerciale e del Traffico o il Capo Compartimento o il Direttore Generale o il Ministro, a seconda della rispettiva competenza per ragioni di valore, autorizzano la stipulazione dei relativi contratti.

3°) - I canoni di concessione sono, di regola, stabiliti in misura fissa per un triennio con facoltà di disdetta annuale; soltanto per le concessioni di maggiore importanza vengono fissati a percentuale sugli introiti lordi annui e con validità fino al massimo di nove anni.

4°) - Per conoscenza si accludono alla presente due esemplari dei contratti suddetti.

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ALLA SOTTOCOMMISSIONE TRASPORTI

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di stazione

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1129

IL DIRETTORE GENERALE

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Translation

Italian State Railways
General Direction

C o n t r a c t

for the concession of Café-Restaurant's management in the stations.

Art. 1.

Concession system.

The concession of the Café-Restaurants' management is made by the Railway Administration under conditions fixed in a special agreement and it is governed by rules and prescriptions therein contained, as well as by those fixed in this Contract, which forms an integral and essential part of said agreement.

Art. 2.

Validity of concession and relative rents.

In the Agreement will be fixed the date from which the concession is in force, its validity, and the limit for the notice. There will be also fixed the rent that the grantee must pay for the concession of the management, for the letting of premises, as well as the payment modalities.

Art. 3.

Authorization for Café-Restaurant management.

Before the Agreement be signed, the grantee must hand to the Railway Administration the permit issued by the competent Authority to operate the public shop, of Café Restaurant. The concession will be considered simply revoked if, during the operation, the Authority should withdraw said permit for any reasons.

1728

Art. 4.

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C o n t r a c t

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Authorization for Café-Restaurant management.

1728

Art. 4.

The grantee engages himself to run the Shop in person, in a commendable and adeguate manner according to the importance of the station and to the pre-

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Duties of grantee and of the Administration, regarding the Café Restaurant

0174

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criptions of the Railway Administration. Therefore he is not permitted to cede or underlet the shop as well as to use the hired premises for a purpose other than that fixed in the agreement.

The Railway Administration, for her part, engages herself not to concede to other people - in the station area - managements similar to that allowed to the grantee. But, she reserves herself the right to permit that other people may sell food and beverages in occasion of extraordinary trains of soldiers, pilgrims and parties in general, and to concede to other persons the operation of automatic distributer of sweetmeats and similar articles, the sale of beverages, fruits, sweetmeats and similar articles; for these concessions the grantee has no right of objection or claim whatsoever.

The grantee has no right to claim some indemnity or rent reduction in case the Administration should run special cars(belonging to the I.S.R. or to others, and in which travellers may by or consume what they want as food or beverages), on lines not yet run by such cars, or should increase the number of said cars in the other lines.

The same is understood for the consequences that the grantee could suffer by the operation of new lines, by the inauguration of new stations (also if these are utilized by the same population center), by interruption of existing lines, by timing change, suppression or delay of trains.

Art. 5.

management.

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Art. 5.

Premises and maintenance

The premises constituting the Café-Restaurant, with everything pertaining to them will be consigned

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to the grantee by the Railway Administration, through her own delegate, previous drawing up of a consignement minutes, which suitably signed, will be considered as an integral part of the agreement.

Said premises will be kept and maintained by the grantee - constantly and during the whole validity of the agreement - in the same condition as they were consigned, save the natural deterioration produced by the use.

Also the necessary expenses for the maintenance of the economical kitchens - eventually at hand in the premises - and for chimney cleaning, to be made once a year, will be on the charge of the grantee. He will be repponsible for damages to the hired premises or to other parts of I.S.R. building, caused by non-observance of his obligations fixed in this article.

At the agreements expiration, the grantee will return everything in the original conditions, as resulting by the inventory and consignement minutes, and he will indemnify the Railway Administration for deteriorations and losses, if he cannot prove that they were not caused by his fault or of his family or of his employees.

The grantee must accept all modifications in the premises, or partial or total substitution of the same, that the Administration will intend to perform; he is neither permitted to make, nor to have made by other people, any modification in the said premises without the previous written consent of the Administration.

1726

Art. 6.

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1726

Art. 6.

Furniture, utensils etc.

The premises of the Café-Restaurant must be properly decorated, furnished and provided of what is necessary, on charge and expenses of the grantee.

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The furniture, the decorations and utensils supplied by the grantee must be approved by the Administration, which may order to him the renewal of such furniture and utensils considered inadeguate.

The grantee has to supply and keep exposed at least one wall-clock, to be daily regulated with that of the station.

In regard to the furniture decorations and utensils, which might be property of the Railway Administration, or could be further supplied by her it must be compiled an inventory and one separate consignement minutes, which will be considered as part of the agreement. Such furniture, decorations and utensils must be returned, at the agreement expiration, in the conditions resulting at the consignement time, save the usual waste.

The grantee must costantly maintain the premises, the furniture and all service material, in good condition and perfectly cleaned. At the agreement expiration, the grantee will be obliged to take away the funiture, the utensils, the food, the wines etc. and all his properties, unless, for agreement with the succeeding grantee, (to which the Railway Administration will remain absolutely extraneous) the latter purchases, totally or partially, said materials and provisions. The ceding grantee must provide that, during the period of the delivery operations to his successor, the service of the Café-Restaurant be regularly continued.

Art. 7.

1725

Time - tables.

Time - tables - The grantee is obliged:

a) to supply and to keep exposed a placard, showing

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The grantee has to supply and keep exposed at least one wall-clock, to be daily regulated with that of the station.

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Art. 7.

Time - tables - The grantee is obliged:

a) to supply and to keep exposed a placard, showing the times of departure and arrival of the trains, from and to the different lines.

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1725

Time - tables.

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B) to keep exposed the booklet time -table of trains in the quantity that it will be fixed;
c) to provide, on his charge and expenses, for the means to keep exposed said time - tables;
d) to enter in the time - tables all the variations that will be made during their validity.

The supply of time - tables, in the fixed quantity, will be made gratuitously by the Railway Administration; but the grantee will provide for the substitution of those become washed, dirty or incomplete, through request to the Station Master and relative payment.

Art. 8

Responsability for damages

The Railway Administration takes upon herself only the obligations prescribed by law to the letter; therefore she does not intend to consider herself as holder of provisions, furniture, objects, utensils and materials located by the grantee in the Café Restaurant premises .

The keeping and preservation are completely on the charge and risk of the letter, whithout any responsability for the Administration neither for want or pilferages, non for damages provoked by fires, floods and other reasons whatsoever.

The grantee accepts the full and direct responsability for every damage that will be made to the Railway Administration or to third persons, by fact committed by the letter, by his family or by his personnel.

Art. 9

All direct and indirect impots and taxes con- Expenses for the

Declassified E.O. 12356 Section 3.3/NND No. 785021

means to keep exposed [illegible]

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Art. 9

Expenses for operation of Café Restaurant.

All direct and indirect imposts and taxes, concerning trading, retailing, custom duties and similar ones, as well as the expenses for Café Restaurant operation, included those for lighting and heating

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of premises, are on the charge of the grantee.

The equipments, needed for lighting and heating, must be perfectly constructed and as prescribed, and under the survey of the Railway Administration.

Besides they are to be put in operation only after having been tested by officials of the Railway Administration.

In case the Administration, would provide for the heating, lighting and for the supply of drinking water, she has the right to claim from the grantee the reimbursement, of the relative costs, through invoices to be paid by the same modalities fixed in the agreement as regards the rents.

Only the grounds and buildings taxes will be on charge of the Railway Administration.

Art. 10.

In the stations where, according to the opinion of the Railway Administration, the trains timings do not request a permanent service of the Café Restaurant this must be open for the public, at least half an hour before the normal time of arrival or departure of the first train, and it will remain open at least half an hour after the arrival or departure of the last one.

Café Restaurant service.

Art. 11.

The transit of the public from the inside of the station to that part of the Café Restaurant's premises - having a passage to the outside square - is forbidden, as well as the transit in the opposite direction.

Travellers and luggages control

Declassified E.O. 12356 Section 3.3/NND No. 785021

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Art. 11.

Travellers and luggages control

The transit of the public from the inside of the station to that part of the Café Restaurant's premi= ses - having a passage to the outside square - is forbidden, as well as the transit in the opposite direction.

Therefore the grantee is obliged to take opportune measures and to dispose the premise and the bench in such a manner to survey and to avoid the transit of the public. ./.

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Such transit will be permitted, anyhow always upon presentation of the regular travel ticket, or entrance ticket, in case that the Railway Administration decides to destine, on her charge, an own agent for the control service, in the halle between the Café Restaurant premises and the station inside.

Such transit will be also permitted provided the Administration decides to allow it, if requested by the grantee, who must pay the expenses for the railway men destined by the Administration for the control service.

It will be forbidden, to the grantee, to hold luggages belonging to the travellers, also gratuitously.

The objects that will be found in the Café Restaurant premises, must be consigned, at once to the Station Master giving the opportune informations.

The grantee will be directly responsible for all frauds and inconvenients that might happen, due to the non observance of this article prescriptions.

Art. 12.

Duties of the personnel assigned at the Café Restaurant.

The Service must be accomplished through means adeguate, to the station importance.

The personnel of Café Restaurant, must be able for his duties and in sufficient quantity to perform a speedy service, specially during the train stoppages; they must be decently dressed

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way Administration decides to destine, on her charge, an own agent for the control service, in the halls between the Café Restaurant premises and the station inside.

Such transit will be also permitted provided the Administration decides to allow it, if requested by the grantee, who must pay the expenses for the railway men destined by the Administration for the control service.

It will be forbidden, to the grantee, to hold luggages belonging to the travellers, also gratuitously.

The objects that will be found in the Café Restaurant premises, must be consigned, at once to the Station Master giving the opportune informations.

The grantee will be directly responsible for all frauds and inconvenients that might happen, due to the non observance of this article prescriptions.

Art. 12.

The Service must be accomplished through means adeguate, to the station importance.

The personnel of Café Restaurant, must be able for his duties and in sufficient quantity to perform a speedy service, specially during the train stoppages; they must be decently dressed and be have themselves with the best politeness.

Every disagreement between the public and the Café Restaurant personnel, must be reported

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Duties of the personnel assigned at the Café Restaurant.

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to the Station Master.

The Railway Administration may request the dismissal, even immediately, of the personnel of the Café Restaurant, considered not to be able or having transgressed in some ways the dispositions of this contract.

Art. 13

The Café Restaurant must be always supplied with everything that is necessary for a satisfactory and prompt service, in relation to the station importance. Food.

Food must be genuine and of the best quality, and in sufficient quantity to satisfy the public requests.

The Administration may request to the grantee the supply of those food considered necessary for sale, and she has the right to request the change of those goods which, even being of a good quality, should not be agreable to the public.

The sale of damaged and adulterated food, or containing noxious stuff, or not being made according to the hygienic and public health prescriptions, will immediately bring to the application of the Art. 24 of this contract, whithout prejudice of the sanctions fixed by the law for such transgressions.

Art. 14

The prices of food must not be higher ~~than the~~ than the average prices used in similar shops of the same locality. Prices of food

Upon request of the Administration, the grantee will be also obliged to serve lunchs and dinners at

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transgressed in some ways the dispositions of the contract.

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Art. 14

Prices of food The prices of food must not be higher ~~than the~~ than the average prices used in similar shops of the same locality.

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Upon request of the Administration, the grantee will be also obliged to serve lunchs and dinners at fixed prices in special hours and for the most important train groups.

The grantee is also obliged, if required by the

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Administration, to keep in a special premise, a sale of food at reduced prices, for third class travellers.

The list of food and prices, previously approved by the Administration, must be exposed, in a special placard, in the premises of the Café Restaurant, easily to be seen by the public. The same list is to be reproduced in several copies to be put on the shop's tables, as well as on the baskets and barrows used for sale of food and beverages along the trains. The qualities and prices of the wines must be shown by labels attached on the recipients in which wine is ~~of~~ sold.

Said list must show the notice, that evenctual public claims, are to be reposrted to the station Master.

A copy of said list will be enclosed as an integral part, to the agreement, as per Art. 1, and other copy, signed by the grantee, will be hold by the Station Master.

The Railway Administration has the right, in relation to the judgement as per first paragraph of this article, to have in said list those price variations that she would consider opportune.

The grantee is obliged to serve, without any price increase, food, beverages etc. in the train carriages if the travellers request them, and also to sell the same along the trains.

As it will be fixed in the agreement, the prices of the list, will be reduced from 10 to 25 percent, on behalf of:

a) the employees of the I.S.R. Administration when

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ved by the Administration, must be exposed, in a special placard, in the premises of the Café Restaurant, easily to be seen by the public. The same list is to be reproduced in several copies to be put on the shop's tables, as well as on the baskets and barrows used for sale of food and beverages along the trains. The qualities and prices of the wines must be shown by labels attached on the recipients in which wine is ~~of~~ sold.

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As it will be fixed in the agreement, the prices of the list, will be reduced from 10 to 25 percent, on behalf of:

a) the employees of the I.S.R. Administration when they present the service ticket or an wearing rank badges;

b) the governemnt's inspector officials belonging to the Special Railway Office (Ministry of Public

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Works) when they present the service tickets;
c) the families of employees and officials mentioned in the a) b) paragraph, travelling by service tickets.

Art. 15.

Concession of travel tickets.

If the Café Restaurant is placed in localities, lacking of food, so that the grantee, his family or his personnel are obliged to go to a near market for purchases, the Railways Administration may concede, if considered necessary, a free-pass of series AP, to be used each time by no more than one person of those therein indicated. The days of travel, the trains, the class and the route will be fixed by the Administration.

In the ticket Ap. it will be shown the weight of food and empty recipients which may be carried gratuitously.

Such ticket shall be used in conformity with the dispositions regarding the service-tickets of I.S.R.

The grant of ticket Ap. is to be mentioned in the agreement as per Art. 1.

Art. 16

Various prohibitions.

In the Café Restaurant premises it is absolutely forbidden to play any game, or music and to have entertainement of any kind.
Admission of pedlers, meetings and generally all that is not suited with the distinction of the place or that may disturb the station service, are also forbidden.

Art. 17

Publicity in Café Restaurant premises.

The publicity in the Café Restaurant premises destined to the public is reserved to the Railway Administration, which may provide for it either directly or through contractors.

[illegible] has the right to reclame

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Publicity in the Café Restaurant premises.

The grantee, however, has the right to reclame placards relative to goods sold in the Café Restaurant provided such placards be suited with the place's distinction and do not spoil the walls.

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Art. 18

Sale of Monopoly goods.

The grantee will be obliged to run a sale of Monopoly goods in the Café Restaurant, if the Railway Administration consider it as opportune; for such a sale he has to require the proper authorization to the Finances Ministry. The grantee will be directly and personally responsible, for this sale, as well as for the strict observance of the dispositions ruling such retailings; therefore he will be responsible of any infraction or abuse committed by him or by his personnel.

The dispositions of this contract are excluded, insofar applicable, to the sale of Monopoly goods, included the cession prohibition as per Art. 4.

Art. 19

Sale of platform tickets.

The Railway Administration has the right to intrust the grantee, without any reward, the sale of platform tickets in the Café Restaurant premises, according to the rules in force or that may come in force, and under his responsability.

Art. 20

The grantee engages himself to observe and to have observed by his family and his personnel, the dispositions regarding the public shops police, the sanitary police, the Railways safety and regularity, and all other dispositions that the Railway Administration should issue for service and discipline purposes; all the relative obligations are on the charge of the grantee.

The grantee, his family and his personnel can

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Administration consider it as opportune; for such a sale he has to require the proper authorization to the Finances Ministry. The grantee will be directly and personally responsible, for this sale, as well as for the strict observance of the dispositions ruling such retailings; therefore he will be responsible of any infraction or abuse committed by him or by his personnel.

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The grantee, his family and his personnel can not enter the inside premises and the offices of the station, without the Station Master's permit. They may enter the inside of the station, for Café Restaurant service, during the trains stoppages only. ./.

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The grantee frees completely the Railway Administration from any responsability for damages and accidents evenctually occurred to himself, to his family and to his personnel, as the rswult of the faculties granted by this article.

Art. 21.

Assurance for accidents.

The grantee is obliged to provide, on his charge and expenses, for the observance of the dispositions contained in the unique text of law,(ruling the accidents on the work, and approved by Royal Decree 31st January 1904 N.51) in the relative Regulation approved by Royal Decree 13th March 1904 N.141 - as well as in all other laws and regulations, already issued or that might be further issued, in relation and in application of said law 31st January 1904.

The grantee must give to the Railway Administration the proof about the performed assurance through the "Assurance National Cash" for accidents on the work.

The duties, fixed by the law for assistance to injured persons, for medical cures, and medicinals as well as for any indemnities to the agents, to their families and heirs, will be on the charge of the grantee.

Art. 22

Inspection by the Station Master and by the Administration's Officials.

The Station Master and the Officials of the Railway Administration are fully entitled to enter all the premises of the Café Restaurant, to inspect the conceded management and to ascertain the observance of the agreement and of the dispositions covered

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and to his personnel, as the result of the faculties granted by this article.

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The Station Master and the Officials of the Railway Administration are fully entitled to enter all the premises of the Café Restaurant, to inspect the conceded management and to ascertain the observance of the agreement and of the dispositions covered by this contract.

Art. 23

Security

To garantee the payment of the rent, as per

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art. 2, and the exact observance of all the conditions covered by the agreement and by this contract, the grantee must deposit, on his charge and expenses, at the "Cassa Depositi e Prestiti" a security, in public funds or money, for the amount which will be fixed by said Agreement.

To prove the performance of said deposit, whose return is to be made only by consent of the Railway Administration, the grantee must consign the relative receipt to said Administration, before that the contract be signed.

The Railway Administration will give her consent, for the redeeming and the restitution of the security to the grantee, only after that the financial matters of the contracting parties have been completely regularized and settled, and when there are no damages at hand or causes for evenctual damages, for the Railway Administration due to facts committed by the grantee or by his family and personnel.

Art. 24

Penalties and annulment ot the agreement

The claims against the Café Restaurant's management considered as positive by the Railway Administration, the non-payment, even of only one instalment of the rent at the prescribed term, and generally every infraction to the condition fixed by the agreement and relative contract, as well as any act, fact or omission of the grantee (or of his family and personnel) which could trouble in any way the station service, or which could impair the distinction of the place, will give to the Railway Administration the full faculty to act, according to the cases by her own exclusive judgement, or to impose

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being obliged neither to give a warning nor to perform judicial or extrajudicial consultation.

The Railway Administration has also the right to annul the contract in any time, through said modalities and through three months notice, in case, she - according to her exclusive judgement - intends to used for other purposes, connected with the railway service, all or part of the hired premises.

The agreement will be considered immediately annulled if according to the contracting Administration, the very station is no longer operating, or in case of bankruptcy of the grantee, save the faculty of the Administration to grant to the administrator of the bankruptcy the provisional continuation of the agreement as long as the new management's concession is made.

On the contrary, in case of the grantee's death the Railway Administration, if she does not consider the agreement annulled, at once, will have the right to requires the heirs to continue the service, till the next natural expiration of the very agreement.

If, during the management, granted to two or more persons, one of the grantees dies, the Railway Administration may consider the agreement annulled, or she may regard it as valid for the other grantees, without engaging herself in any way to the heirs of the late grantee, not even for the antecedent period, save the right, for said heirs, to apply to the other grantees.

In all cases as above, the grantee can not claim for indemnities or rights of any sort, and he will

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dalities and through three months notice, in case, she - according to her exclusive judgement - intends to used for other purposes, connected with the railway service, all or part of the hired premises.

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In all cases as above, the grantee can not claim for indemnities or rights of any sort, and he will be only entitled to the return of the proportional share of the rent paid in advance and not due.

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Art. 25.

For all matters not precisely covered by this contract and by the agreement as per Art. 1, the contracting parties refer to the dispositions for "letting" of the Civil Code.

Reference to the Civil Code

Art. 26

The grantee must choose his residence in Rome, where the I.S.R. Administration resides, for any administrative or judicial communication and notification, to be made to such grantee, in relation to the contract and to the eventual occurring contests, and specially in order to defer the trial of any controversy to the Judicial Authority of Rome.

Legal residence choice

Art. 27

The expenses for copy, printing, stamp, registration etc. regarding the agreement stipulation, are on the grantee's charge.

Stipulation expenses.

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Translation

Ministry of Communications I S R
Milan Compartimento
Commercial and Traffic Section -

Agreement
for the allotment of the Refreshment Room at the Bergamo Station agreed by private dealings

between

The I.S.R.Administration, represented, according to the authorities granted by rules now in force, by Mr.Com.Eng.Eduardo Priolo, Chief of the Milan Commercial and Traffic Section

and

Mrs.Anna GHISLANDI of the late Paolo, widow Bargiggia residing at Bergamo 10 V.Ermete Novelli it is agreed and stipulated what follows:

Article 1

The I.S.R.Administration granted Mrs. Anna Ghislandi of the late Paolo widow Bargiggia, who agrees with the Refreshment Room at Bergamo Station with the depending premises, dependences and connexions. These are shown in pink on the attached sketch of plan that sealed and signed by the contracting parties is an integral part of this agreement.
On the delivery of said premises, dependences and connexions, an inventory and a verbal will be drawn up. They are to be considered an integral part of this agreement, too.

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Article 2nd

To the contractor is given authority to operate in travellers'

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Commercial and Traffic Section -

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for the allotment of the Refreshment Room at the Bergamo Station agreed by private dealings

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On the delivery of said premises, dependences and connexions, an inventory and a verbal will be drawn up. They are to be considered an integral part of this agreement, too.

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Article 2nd

To the contractor is given authority to operate in travellers' hall at Bergamo Station, a room fit for refreshment sale, located at the position shown on the attached sketch of plan, from which the size of such room results likewise.
The I.S.R.Administration can require, at any time, the returning of this room according to eventual modifications, or arrangements

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of the hall that the I S R Administration may think advisable to operate during the period in which the concession is in force.

The gas piping has been constructed, till the gasmeter (excluded) at care and cost of the I S R Administration.The contractor has cared (and paid) the gasmeter and the farther piping setting. The contractor will care to obtain the gas supply and to pay, directly the consumption fees.

The contractor will agree, directly, with the interested Companies - for the electric plants of any kind. But the plants, are to be charged to her care and expense, according to rules issued by I S R Administration.

The contractor must, wholly at her care and expense provide for the maintenance in good conditions, of all the premises and accessories placed upon the pavement of the said premises.

No modification will be made by contractor, to the premises and said plants without obtaining a previous written authority by the I S R Administration. It is pointed out that if the contractor does not care of the said maintenance, the I S R Administration might, directly, secure it, wholly at contractor's expenses, if the said Administration, according to its exclusive opinion, would not prefer to revocate the contract.

The contractor is due to pay to the I S R Administration, with the increase of 10%,(ten per cent) for the general administration expenses, any damage eventually made to the I S R Property due to the operation of the premises and relative accessory plants (gas, water, lighting) for the part used by the above mentioned contractor.

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Art. 3

The I S R Administration grants to the contractor the 4 premises of the station located under the roof of the passenger building to be ~~needed~~ used as locker. The yearly ~~re~~ rent for such premises is L. 100.

This rent is included in the contract as referred in the following article 6.-

The I S R Administration keep the right to require , by 3 months notice, the restitution of such premises. The contractor binds herself to give back the premises within the said time, without any pretention of indemnity or payment. It is excluded the reimbursement of the share part already paid, corresponding to the time the premises have not been used.

It is pointed out, anyhow, that the concession of these pre= mises as locker, will be discontinued at the end of the "Refreshment Room" concession.

The above premises will be released at the same time of the shop.

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Article 4 -

The concession has to be settled by the conditions of the present agreement and by the "Contract for the concession of Refreshment Rooms in the Stations" This contract is composed by 27 articles, was approved by the I S R Board of Directors on 29 Oct.1912; depo=sited at Contract Office of the General Direction with Public Act dated 28 Dec.1912, registerd in Rome on 30 Dec.1912 at N.4590 of Register 333 - Public Acts.
The contractor declares to know well said contract which she recognises as being integral part of this agreement as if it were here wholly transcribed .

Article 5 -

The agreement will be in force for 3 years, since January 1st 1931 till Dec.31st 1941.

Article 6 -

The share, as payment and aknowledgement of the concession of the Refreshment Room to be paid by the contractor to the I S R Admi=nistration is settled in L.9.000 per year included the rent of L.100 per year for the hire of the premises as locker (see art.3) the amounts of L.1.433 per year for the supply of heating (see art.10)of L. 600 per year to supply with water the ~~stand situated in the~~ "Refreshment room's premises and L.200 per year to supply with water the stand situated in the hall of the passenger building (art.9) are to be paid too.
The rent of L.9.800 (nine thousand and eight hundred) for the concession of the "Cafè restaurant" Shop and for water supply is to be paid in 4 equal shares of 3 months and in advance, to

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The rent of L.9.800 (nine thousand and eight hundred) for the concession of the "Cafè restaurant" Shop and for water supply is to be paid in 4 equal shares of 3 months and in advance, to Bergamo Station Cash. 1711
The yearly rent of L. 1.433 (one thousand and four hundred thirty three) for the supply of heating must, on the contrary, be paid to above Cash in 5 monthly equal and anticipated shares. Such shares are to be paid on the 1st day of each month since 1st November.

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Article 7

The contractor has made the following deposits at the "Intendenza di Finanza del Regno d'Italia - Servizio della Cassa Depositi e Prestiti" L. 5.000 nominal value as a caution ("Consolidato 3.50%") funds - as from policy n.17690 file 18257 dated 25 June 1935 - L.3.000 nominal value (Rendita 5% funds) as from the "Declaration of receipt of stocks deposit file N.4873 - 45356 issued by Bergamo R T Section on 3 May 1939. The contractor acknowledges the right of the I S R Administration to use by its authority, the said caution for reimbursement of the guaranteed credits.
It is conventionally agreed the "Cassa Depositi e Prestiti" will execute the whole or partial release and restitution on behalf of the ordering I S R Administration. What above is to be made by the I S R Administration mere request and consequently without notice or judicial proceedings.

Art.8

The contractor is charged with the obligation to keep up th date the daily accountant record of the whole gross collections of the "Refreshment Room " and she is obliged to show it at any request to the I S R Administration.
In case the contractor will not fulfill this obligation and engagement the I S R - Administration will have the right to solve wholly this convention.

Art.9

The electric wires for the lighting plants of the Refreshment Room either located in the hall or in the kitchen and accessory premises and locker (room under the roof), are a property of the I S R Administration.
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The lamps with reflectors in the kitchen and other service premises,

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di Finanza del Regno d'Italia - Servizio della Cassa Depositi e Prestiti" L. 5.000 nominal value as a caution ("Consolidato 3.50%") funds - as from policy n.17690 file 18257 dated 25 June 1935 - L.3.000 nominal value (Rendita 5% funds) as from the "Declaration of receipt of stocks deposit file N.4873 - 45356 issued by Bergamo R T Section on 3 May 1939. The contractor acknowledges the right of the I S R Administration to use by its authority, the said caution for reimbursement of the guaranteed credits.
It is conventionally agreed the "Cassa Depositi e Prestiti" will execute the whole or partial release and restitution on behalf of the ordering I S R Administration. What above is to be made by the I S R Administration mere request and consequently without notice or judicial proceedings.

Art.8

The contractor is charged with the obligation to keep up th date the daily accountant record of the whole gross collections of the "Refreshment Room " and she is obliged to show it at any request to the I S R Administration.
In case the contractor will not fulfill this obligation and engagement the I S R - Administration will have the right to solve wholly this convention.

Art.9

The electric wires for the lighting plants of the Refreshment Room either located in the hall or in the kitchen and accessory premises and locker (room under the roof), are a property of the I S R Administration.
1710
The lamps with reflectors in the kitchen and other service premises, (whereof will be drawn up exact list and description on the delivery verbal through the care of the competent I S R Works Section) belong to the I S R too.
The contractor, through her care and cost, will provide for the chandeliers of the hall. She will care, too, the connections for

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an eventual "caffè espresso" machine. The contractor will directly provide for the maintenance of such plants and for the supply of electric power for any use. She will provide also for the direct payment to the Supplying Company, with which the installation of the necessary electricity - meters - will also be agreed. In case of extinction or rescission of contract, the contractor will be obliged to give back in condition of operation, the ~~plant~~ above plants and lighting means, belonging to I S R Administration.
The electric power for the lighting and heating of the refreshment room located in the hall for the tickets'sale, is directly supplied by the "Società Elettrica Bergamasca."

Article 10

The I S R Administration will continue the supply of potable water needed for the "Refreshment Room" operation with proper piping and cocks - Said material located in the premises, belongs to the I S R Administration. Said Administration will provide, too, potable water for the refreshment stand located in the Travellers hall by a 1/4" pipe, belonging to said Administration. This pipe arrives under the floor of the stand on which in proper position is located an interrupting cock from which starts the equipment for water distribution, belonging to the contractor.
The contractor will pay the gross amounts of L.600 per year as a rent for water use of the Refreshment Room and of L.200 per year for the water use of the Stand. Said amounts will be paid by 4 equal three monthly shares - that will be anticipated with the concession share.
If, later on, the contractor should eventually provide to set up on his charge and cost and according to the directions of the competent office - an apposite dial on the ramification points pertaining to each of said pipings, then, for the water which might be supplied during

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electric power for any use. She will provide also for the direct payment to the Supplying Company, with which the installation of the necessary electricity - meters - will also be agreed. In case of extinction or rescission of contract, the contractor will be obliged to give back in condition of operation, the ~~plant~~ above plants and lighting means, belonging to I S R Administration.
The electric power for the lighting and heating of the refreshment room located in the hall for the tickets' sale, is directly supplied by the "Società Elettrica Bergamasca."

Article 10

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The contractor will pay the gross amounts of L.600 per year as a rent for water use of the Refreshment Room and of L.200 per year for the water use of the Stand. Said amounts will be paid by 4 equal three monthly shares - that will be anticipated with the concession share.
If, later on, the contractor should eventually provide to set up on his charge and cost and according to the directions of the competent office - an apposite dial on the ramification points pertaining to each of said pipings, then, for the water which might be supplied during a period shorter than one year, the above rents will be reckoned by multiplying their 365th part by the number of the days in which the supply was actually made.

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Whereof will be drawn up a proper verbal showing the indications of the dials.
Since the date of the installation of such water meters, the contractor will pay, according to the rules of this contract, the use of potable water. The payment will be made according to the reading of each water meter, that must result from a proper register kept by Bergamo Station Master.
It is settled that the price of each m.3 of utilized water will be L.0.65 corresponding to that paid by the I S R Administration to Bergamo Town's Acqueducts, for the use of the water? This use is shown by the general watermeter put before any branching off of the pipings for the supply of water of the Bergamo Station Travellers Building.
In the above L.0.65 price will be added the increase of L.0.30 for each m.3 according to the dispositions of the circular letter n. 1.3-111200-9 dated 31 August 1929 of the Works and Contructions. The I S R Administration has the power to increase the above "forfait" rents and prices according to the eventual variations of the fares decided by the said Acqueducts or by superior dispositions. The contractor cannot make any modifications to the plants without a written authority by I R S Administration. In this case the I S R Administration has the power to increase the above "forfait " rents for the supply in relation with the eventual additions of water cocks or eventual variations of the Rates of the Bergamo Town's Acqueducts.
The I S R Administration has the power, besides, to discontinue at any time and for any reason and for any period the supply of water, In this case the contractor cannot raise objections or claims for compensations or indemnities. 1708
During such interruptions the contractor will provide through her care and costs - for the supply of water.
The I S R Administration will provide through its care and cost for

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Since the date of the installation of such water meters, the contractor will pay, according to the rules of this contract, the use of potable water. The payment will be made according to the reading of each water meter, that must result from a proper register kept by Bergamo Station Master.

It is settled that the price of each m.3 of utilized water will be L.C.65 corresponding to that paid by the I S R Administration to Bergamo Town's Acqueducts, for the use of the water? This use is shown by the general watermeter put before any branching off of the pipings for the supply of water of the Bergamo Station Travellers Building.

In the above L.C.65 price will be added the increase of L.C.30 for each m.3 according to the dispositions of the circular letter n. 4.3-111200-9 dated 31 August 1929 of the Works and Contructions. The I S R Administration has the power to increase the above "forfait" rents and prices according to the eventual variations of the fares decided by the said Acqueducts or by superior dispositions. The contractor cannot make any modifications to the plants without a written authority by I R S Administration. In this case the I S R Administration has the power to increase the above "forfait " rents for the supply in relation with the eventual additions of water cocks or eventual variations of the Rates of the Bergamo Town's Acqueducts. The I S R Administration has the power, besides, to discontinue at any time and for any reason and for any period the supply of water, In this case the contractor cannot raise objections or claims for compensations or indemnities.

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During such interruptions the contractor will provide through her care and costs - for the supply of water.

The I S R Administration will provide through its care and cost for the maintenance of the water piping. The contractor will provide for the maintenance of each cocks and water meters, if installed. ~~The~~ In case of derangements of the water meter the contractor will immediately inform the area Works Section and the Station Master.

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In case of necessity to repair or substitute of the watermeter it is settled that the use of water (to be paid by the contractor),for the period of such watermeter non operation and of continuative water supply will be reckoned by the consumption of the preceeding month.

Art.11

The heating of the "Refreshment Room" premises of mc.419 whole cubature is operated by a plant belonging to I S R Administration and is a part of that for the heating of the Travellers Building (~~xxx~~ in which ~~xxx~~ the above mentioned premises of the refreshment room are also included.)

A rent of L.1.433 per year has been settled and has to be paid as shown in para 6.

Art. 12

The contractor cannot operate or allow to operate any change to the ~~xxxx~~ premises, to the relative fixures and to anything that may be considered as their integral part, to the garden and surroundings areas without an authority by I S R Administration. The said Administration will have the power to provide for what above by personnel of its own choice through care and cost of the contractor.

The contractor binds herself to furnish, through her care and cost, the "Refreshment ~~xxx~~ Room premises with decent furniture, not contrasting with the decorations and wood lining existing in the hall. She will have modern apparatuses for the coffee and ice beverages and to care all the improvements to make the shop in accordance with the Station importance.

The Changes of any kind made by the Contractor, grant her reimbursements of no kind, and will be wholly on behalf of the I S R Administration, that will have the power to require (if it will be requested and in spite that the authority might have been granted) ~~xxxxxxxx~~ that the

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the period of such watermeter non operation and of continuative water supply will be reckoned by the consumption of the preceeding month.

Art.11

The heating of the "Refreshment Room" premises of mc.419 whole cubature is operated by a plant belonging to I S R Administration and is a part of that for the heating of the Travellers Building (xxx in which xxx the above mentioned premises of the refreshment room are also included.)
A rent of L.1.433 per year has been settled and has to be paid as shown in para 6.

Art. 12

The contractor cannot operate or allow to operate any change to the xxxx premises, to the relative fixures and to anything that may be considered as their integral part, to the garden and surroundings areas without an authority by I S R Administration. The said Administration will have the power to provide for what above by personnel of its own choice through care and cost of the contractor.
The contractor binds herself to furnish, through her care and cost, the "Refreshment xxx Room premises with decent furniture, not contrasting with the decorations and wood lining existing in the hall. She will have modern apparatuses for the coffee and ice beverages and to care all the improvements to make the shop in accordance with the Station importance.
The Changes of any kind made by the Contractor, grant her reimbursements of no kind, and will be wholly on behalf of the I S R Administration, that will have the power to require (if it will be requested and in spite that the authority might have been granted) xxxxxxxxx that the premises will be restored through care and cost of the contractor, or to provide directly reimbursing itself on the contractor's propriety.

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Article 13 -

The contractor binds herself to practice the prices shown on the attached list for the foods sold in the Refreshment Room. Such list is an integral part of this convention.
The contractor must grant the reduction of 20% on the list prices to the people shown by para a) b) c) (art.14 of the General Contract).
The contractor must supply upon request, the excorting and locomotive personnel and generally all the I S R personnel wearing the sign of their degree, and being out of their residences, fixed prices meals that must be very low, equivalent only to the reimbursement of the sole effective cost of the supplied foods.
The prices for such meals will be fixed in agreement with the I S R Administration, considering the local cost of foods and the accessory expenses.

Article 14

The attendant personnel of the Refreshment Room, when on duty, must wear a white jacket always clean, buttoned, high necked and washable.
The personnel of refreshment ~~xxx~~ trollers must wear a cap with an identification sign.

Art. 15

For the employment of ~~xxx~~ unemployed people the contractor must fulfill the rules, concerning this matter, now in force.

Article 16

The contractor binds herself to fulfill through her care and cost, the dispositions of the "Testo Unico della legge per gli infortuni degli operai sul lavoro" approved with R Decree 31 January 1904 N. 51 and of the regulament, approved with R.Decree dated 13 March 1904 N. 141 - and besides of all the Laws and Regulaments already ~~xxxxx~~ published or that will be further in force. All the rules of the

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attached list for the foods sold in the [illegible]
is an integral part of this convention.
The contractor must grant the reduction of 20% on the list prices to the people shown by para a) b) c) (art.14 of the General Contract).
The contractor must supply upon request, the excorting and locomotive personnel and generally all the I S R personnel wearing the sign of their degree, and being out of their residences, fixed prices meals that must be very low, equivalent only to the reimbursement of the sole effective cost of the supplied foods.
The prices for such meals will be fixed in agreement with the I S R Administration, considering the local cost of foods and the accessory expenses.

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The personnel of refreshment ~~room~~ trollers must wear a cap with an identification sign.

Art. 15

For the employment of ~~===~~ unemployed people the contractor must fulfill the rules, concerning this matter, now in force.

Article 16

The contractor binds herself to fulfill through her care and cost, the dispositions of the "Testo Unico della legge per gli infortuni degli operai sul lavoro" approved with R Decree 31 January 1904 N. 51 and of the regulament, approved with R.Decree dated 13 March 1904 N. 141 - and besides of all the Laws and Regulaments already ~~publi~~ published or that will be further in force. All the rules of the "Testo Unico ~~Infortuni~~ Infortuni" dated 31 January 1904 N. 51 are to be generally fulfilled.

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The Contractor has to provide, at her own care and cost; to comply with the law dispositions concerning misfortunes to workers on duty, for the compulsory insurance for invalidity, overage and tubercolosis, as well as with those concerning compulsory insurance of the dependant personnel, both men and women, due to involuntary non-employment; she will be responsible for any trespass on this regard. As for the employement of workers being out of employment, the contractor will comply with the rules in force, concerning the national provision of request and offer of employment.

Article 17.

The Contractor is obliged to comply with the law dispositions which have been issued to destroy flies and to arrange, at his own cost, for the necessary defense means to be put on the doors of the refreshment room. On screening such means, the Contractor will comply also with the instructions issued by the Province or Town's Authorities, concerning the protection of foodstaffs shops.

Article 18.

The I.S.R. Administration reserve to themselves the right to institute messes for their personnel within the station or neighbouring plants, directly or through the Dopolavoro. No reduction of rent, nor indemnity is due to the Contractor.

Article 19.

The I.S.R. Administration has the power to fine up to maximum amount of 1/20 of the annual rent, for the infractions of what settled by the present agreement and the Contract.

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workers on duty, for the compulsory insurance for invalidity, overage and tuberculosis, as well as with those concerning compulsory insurance of the dependent personnel, both men and women, due to involuntary non-employment; she will be responsible for any trespass on this regard. As for the employement of workers being out of employment, the contractor will comply with the rules in force, concerning the national provision of request and offer of employment.

Article 17.

The Contractor is obliged to comply with the law dispositions which have been issued to destroy flies and to arrange, at his own cost, for the necessary defense means to be put on the doors of the refreshment room. On screening such means, the Contractor will comply also with the instructions issued by the Province or Town's Authorities, concerning the protection of foodstaiffs shops.

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The I.S.R. Administration reserve to themselves the right to institute messes for their personnel within the station or neighbouring plants, directly or through the Dopolavoro. No reduction of rent, nor indemnity is due to the Contractor.

Article 19.

The I.S.R. Administration has the power to fine up to maximum amount of 1/20 of the annual rent, for the infractions of what settled by the present agreement and the Contract.

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Article 20.

According to art. 26 of the Specification, at any administrative and juridical effects, Mrs. Anna Ghislandi of late Paolo, widow Bargiggia, owing to the present contract, chooses her legal domicile at Milan, Civil and Penal Tribunal Master's Office.

Article 21.

The present contract is effective for Mrs. Anna Ghislandi widow Bargiggia since the moment of the signature, but it will not be valid for the I.S.R. Administration without the approval of the concerned Office.

Article 24.

All stamp, print and taxes expenses and everything concerning the stipulation of this contract, are in total charge of Mrs. Anna Ghislandi widow Bargiggia who, on the expiring of the present act, will provide, within the period stated by the art.102 and 103 of the Register Law, dated 30 December 1923, to pay the amount of the Register tax.

The present contract has been drawn, read and signed in duplicate, one copy for the I.S.R. Administration and one for the Register Office.

The Contractor

signed Anna Ghislandi widow Bargiggia

For the I.S.R. Administration

the Chief of Commercial and Traffic Section

(signed Eng. Eduardo Priolo).

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0222

Traslation

Ministry of Communications
I.S.R. Compartimento of Naples
Traffic Section

365
POS C.T. 21.CI 21

Agreement

For the allotment of the 1st, 2nd and 3rd class Refreshment room of Naples Centrale Station, stipulated by private dealing upon authorization of H.E. the Minister of Communications by Decree N. 1934 dated 6 December 1939.

Between

the I.S.R. Administration, represented, as granted by the dispositions at present in force, by Comm.Doct. Mr.Giuseppe Carozzi, Chief of the Traffic Section of Naples Compartimento

and

Comm. Mr.Enrico Fiori of the late Oreste, residing at Naples, Albergo Reale (Royal Hotel) via Partenope N.14;

it has been agreed and stipulated what follows:

art.1

The I.S.R. Administration grants Mr. Enrico Fiori of the late Oreste, who agrees, the operation of the 1st, 2nd and 3rd class refreshment room of Naples Centrale station, with the depending premises, dependences and connexions, as follows:

for the 1st and 2nd class Restaurant: saloon, reserved room, passage, coffee room, pantry, locker; kitchen, cellars and two rooms for use of locker over the cafee room, on the upper floor; for the 3rd class Restaurant; space on the left side of the 3rd class waiting room in front of the platform; all the above results by the attached sketch of plan which, sealed and signed by the contractors, is to be considered an integral part of this agreement.

The above mentioned premises have been delivered with the

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0223

Agreement

For the allotment of the 1st, 2nd and 3rd class Refreshment room of Naples Centrale Station, stipulated by private dealing upon authorization of H.E. the Minister of Communications by Decree N. 1934 dated 6 December 1939.

Between

the I.S.R. Administration, represented, as granted by the dispositions at present in force, by Comm.Doct. Mr.Giuseppe Carozzi, Chief of the Traffic Section of Naples Compartimento

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The I.S.R. Administration grants Mr. Enrico Fiori of the late Oreste, who agrees, the operation of the 1st, 2nd and 3rd class refreshment room of Naples Centrale station, with the depending premises, dependences and connexions, as follows:

for the 1st and 2nd class Restaurant: saloon, reserved room, passage, coffee room, pantry, locker; kitchen, cellars and two rooms for use of locker over the cafee room, on the upper floor; for the 3rd class Restaurant; space on the left side of the 3rd class waiting room in front of the platform; all the above results by the attached sketch of plan which, sealed and signed by the contractors, is to be considered an integral part of this agreement.

1703

The above mentioned premises have been delivered with the use of the following furniture; household goods and tools being a property of the I.S.R. Administration and all in good conditions, as per

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aknowledgement of Mr.Enrico Fiori; a lift for foods, a polished marble top for support and bain-Marie , two artistic glass -cases, two economical iron kitchens, two cast iron pier tables with marble top, a wall clock, an artistic plank in three pieces, three white marble pier tables fixed to the wall; their dimension is m.2,45 x 0,70 with three iron bows, m.2.45 x 0.70 with three iron supports and m.1.30 x 0.34 with three iron supports, two walnut wood stands, wax polished and having three floors and 1 dish holders, one wooden footstool for bench, three looking glasses, two chestnut wood shelves one flexible ladder; the electric lighing plants, as it results by the following article --

On the date of the actual delivery of said premises, dependances, house hold goods and tools, a regular inventory and a verbal have been drawn to be considered as an integral part of the present agreement. Any transformation or improvement of the above mentioned premises , furniture, household goods and tolls cannot be done without a previous written authority. It is clearly agreed and stated that any expense met by Mr.Enrico Fiori to modify or improve said furniture will be on behalf of the I.S.R.Administration, which will remain the owner of the completed or improved furniture.

At the rescission of this contract, at any date and for any cause, Mr.Enrico Fiori will carry away from the premises only that part of equipment and furniture which is his own property and is not scheduled in the above mentioned delivery verbal, and he shall restore everything to its former state on the date of resolution or revocation of the same contract; otherwise the I S R Administration will arrange for it, apart from the right of reimbursement for the whole credits and expenses, with the addition of 10% for general administration expenses, from the caution made by Mr.Enrico Fiori to guarantee this contract.

Art. 2

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top, a wall clock, an artistic plank in three pieces, three white marble pier tables fixed to the wall; their dimension is m.2,45 x 0,70 with three iron bows, m.2.45 x 0.70 with three iron supports and m.1.30 x 0.84 with three iron supports, two walnut wood stands, wax polished and having three floors and 1 dish holders, one wooden footstool for bench, three looking glasses, two chestnut wood shelves one flexible ladder; the electric lighing plants, as it results by the following article --

On the date of the actual delivery of said premises, dependances, house hold goods and tools, a regular inventory and a verbal have been drawn to be considered as an integral part of the present agreement. Any transformation or improvement of the above mentioned premises, furniture, household goods and tolls cannot be done without a previous written authority. It is clearly agreed and stated that any expense met by Mr.Enrico Fiori to modify or improve said furniture will be on behalf of the I.S.R.Administration, which will remain the owner of the completed or improved furniture.

At the rescission of this contract, at any date and for any cause, Mr.Enrico Fiori will carry away from the premises only that part of equipment and furniture which is his own property and is not scheduled in the above mentioned delivery verbal, and he shall restore everything to its former state on the date of resolution or revocation of the same contract; otherwise the I S R Administration will arrange for it, apart from the right of reimbursement for the whole credits and expenses, with the addition of 10% for general administration expenses, from the caution made by Mr.Enrico Fiori to guarantee this contract.

Art. 2 1702

It is understood that the allotment is submitted to the conditions

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stated by the present agreement and by the specifieation of contract for the allotment of refreshment rooms on the railway stations, which consists of 27 articles and has been approved by the I S R Administration Council in the meeting of 29 Oct. 1912 and has been deposited at the Contract Office of the I S R Direction General by sealed deed dated 28 December 1912 and registered in Rome on 30 Dec. 1912 in the sealed deeds book 335 n. 4590
Mr.Enrico Fiori of the late Oreste states to be in full and particular aknowledgement of said specification of contract, which is integrant and substantial part of the present agreement, as if it were here= with entirely re-written.

Art. 3

The present contract will be in force for five years, from 1st January 1940; apart , of course, from the cases of unvalidity and solution which have been foreseen in the specification of contract. The contracting parts, however, have the authority to cancel, at the end of each contract year, the present agreement by a previous no= tice to be made by one of the same contractors, each for itself, at least three months before each yearly intermediate maturity, by a registered letter.

Art.4

The rent to be paid by Mr.Enrico Fiori of the late Oreste to the I S R Administration, according to the present agreement, is fixed and accepted on the basis of the following percentages on the gross revenues of the refreshment room:
a) till a gross revenue of lire 1.600.000,== (a million six hundred thousands) : percentage of 10% (ten per cent), with xx a yearly fix rent for guarantee of 150.000,== lire (one hundred fift[illegible] thou=

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which consists of 27 articles and has been [illegible]
Administration Council in the meeting of 23 Oct. 1912 and has been deposited at the Contract Office of the I S R Direction General by sealed deed dated 26 December 1912 and registered in Rome on 30 Dec. 1912 in the sealed deeds book 835 n. 4590
Mr.Enrico Fiori of the late Oreste states to be in full and particular aknowledgement of said specification of contract, which is integrant and substantial part of the present agreement, as if it were here= with entirely re-written.

Art. 3

The present contract will be in force for five years, from 1st January 1940; apart , of course, from the cases of invalidity and solution which have been foreseen in the specification of contract. The contracting parts, however, have the authority to cancel, at the end of each contract year, the present agreement by a previous no= tice to be made by one of the same contractors, each for itself, at least three months before each yearly intermediate maturity, by a registered letter.

Art.4

The rent to be paid by Mr.Enrico Fiori of the late Oreste to the I S R Administration, according to the present agreement, is fixed and accepted on the basis of the following percentages on the gross revenues of the refreshment room:
a) till a gross revenue of lire 1.600.000,== (a million six hundred thousands) : percentage of 10% (ten per cent), with a yearly fix rent for guarantee of 150.000,== lire (one hundred fifty thou= sands) 17-21
b) upon the amount exceeding said gross revenue of lire 1.600.000,= percentage of 10% (ten per cent) with the addition of two units (and fractions) for each exceeding tenth (and fractions), and with the

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maximum amount of 16% (sixteen per cent), making a roundsum of the percentage to the lower tenth by fractions till 4/% and to the upper tenth by fractions from 5 to 9/, as per the following sample:

see the original statement

The payment of the above mentioned yearly rent for guarantee of Lire 150.000,== (one hundred fifty thousands), due by ~~the~~ Mr.Fiori ~~Enx~~ Enrico, has to be performed in tri-monthly equal advanced shares of lire 37.500,== (thirty seven thousands and five hundreds) each, on 1st January, 1st April, 1st July and 1st October of each contract year, at the I S R Compartimental Cash of Naples.
The balance of the rent, on the basis of the gross revenues effecti=vely collected by the refreshment rooms, with the addition of the above referred major percentage, will be performed at the end of each contract year, while the payment of the eventual major rent, due on regard of the minimum guarantee rent already paid, will be performed by Mr.Enrico Fiori at the same I S R Compartimental Cash of Naples; within 15 Days from the date of issuing of the relative revenue order.
For the above mentioned balance of rent, Mr. Enrico Fiori is obliged to declare to the I S R Administration, namely to the Traffic Section of Naples, within 10 days from the end of each contract year, the total amount of the gross revenues collected by the refreshement room during the declined contract year.
Delay interests are to be paid, for the period running from the dates of falling due of the debt and of the actual payment, both on the amount of each share of the minimum yearly guarantee rent and on the share concerning the balance of the same rent, with the addition of the percentage. This does not prevent the I S R Administration

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upper tenth by fractions from 5 to 9, as per the following

see the original statement

The payment of the above mentioned yearly rent for guarantee of Lire 150.000,== (one hundred fifty thousands), due by ~~the~~ Mr.Fiori ~~Mrx~~ Enrico, has to be performed in tri-monthly equal advanced shares of lire 37.500,== (thirty seven thousands and five hundreds) each, on 1st January, 1st April, 1st July and 1st October of each contract year, at the I S R Compartimental Cash of Naples.

The balance of the rent, on the basis of the gross revenues effecti= vely collected by the refreshment room=, with the addition of the above referred major percentage, will be performed at the end of each contract year, while the payment of the eventual major rent, due on regard of the minimum guarantee rent already paid, will be performed by Mr.Enrico Fiori at the same I S R Compartimental Cash of Naples; within 15 Days from the date of issuing of the relative revenue order.

For the above mentioned balance of rent, Mr. Enrico Fiori is obliged to declare to the I S R Administration, namely to the Traffic Section of Naples, within 10 days from the end of each contract year, the total amount of the gross revenues collected by the refreshement room during the declined contract year.

Delay interests are to be paid, for the period running from the dates of falling due of the debt and of the actual payment, both on the amount of each share of the minimum yearly guarantee rent and on the share concerning the balance of the same rent, with the addition of the percentage. This does not prevent the I S R Administration to carry out any action which could be necessary, in their own interest, owing to eventual payment delays.

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Art.5

Mr. Enrico Fiori is obliged:

a) to keep regularly the books prescribed by the Commerce Code for the commercial managements;

b) to plan a set of accounts of the gross revenues of the refreshment room, according to the modalities which will be issued by the I S R Administration, on the basis of a sufficient number of cash registers, restaurant bill-blocks, auxiliary books and registers which may point out various revenues of the management;

c) to submit to the I S R Administration, after previous punching or stamping, all register, books, bill-blocks, control stripes of the cash registers, whereof former para b);

d) to take care of the preservation of all registers and documents concerning the bookkeeping of the refreshment room revenues, and to keep them at I S R Administration's disposal, upon their request or in case they, through Railway Militia Officers or their own Officials, furnished of due documents, would order that a survey be made to control the correctness of the revenue amounts declared by the contractor.

This apart from the similar authority of other I S R Officials and Railway Militia Officers, for everything concerning the general management (clearing, sanity, prices, quality of goods etc.).

The contractor, moreover, is obliged to accept and promptly effe= ctuate all the additions or modifications of the adopted account system, which the I S R Administration shall operate at any time; during the whole period of validity of this act.

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Art.6

It has been agreed between the contractors that, apart from the

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a) to keep regularly the books prescribed by the Commerce Code for the commercial managements;

b) to plan a set of accounts of the gross revenues of the refreshment room, according to the modalities which will be issued by the I S R Administration, on the basis of a sufficient number of cash registers, restaurant bill-blocks, auxiliary books and registers which may point out various revenues of the management;

c) to submit to the I S R Administration, after previous punching or stamping, all register, books, bill-blocks, control stripes of the cash registers, whereof former para b);

d) to take care of the preservation of all registers and documents concerning the bookkeeping of the refreshment room revenues, and to keep them at I S R Administration's disposal, upon their request or in case they, through Railway Militia Officers or their own Officials, furnished of due documents, would order that a survey be made to control the correctness of the revenue amounts declared by the contractor.

This apart from the similar authority of other I S R Officials and Railway Militia Officers, for everything concerning the general management (clearing, sanity, prices, quality of goods etc.).

The contractor, moreover, is obliged to accept and promptly effectuate all the additions or modifications of the adopted account system, which the I S R Administration shall operate at any time; during the whole period of validity of this act.

1699

Art.6

It has been agreed between the contractors that, apart from the percentages due to the waiters in charge of the restaurant and refreshment room and those due to the addicted to refreshment trollers, the amounts whereof are to be carefully noted down on the registers or documents necessary to the management bookkeeping, no other amount can be reduced from the refreshment room revenues,

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in order to calculate the concession rent stated by the preceeding para 4, without a previous written authority by the I S R Administration.

Art.7

Mr. Enrico Fiori is authorized to keep a private phone apparatus for the management use and a public one, upon previous payment, both connected with the urban phone system, in the premises of the refreshment room, namely in the sale and 1st and 2nd class restaurant hall.

The relative temporary installations can be verified at any time by the concerned railway office, which can order special safety technical measures, as well as the partial or total transfer or removal of the same installations.

Mr. Enrico Fiori will comply with said eventual instructions within thirty days from their issuing, and will assume on his full charge any expense, including the repair of the railway property which could be damaged by the above mentioned installations.

It is understood that any expense for management, installation and maintenance of the said phone apparatus, as well as any other expense requested to the Telephone Company managing the urban system, which will be subscribed by Mr.Enrico Fiori, through a special contract, will be totally in charge of the same Mr. Enrico Fiori. Apart from this, Mr.Enrico Fiori, as almowledge= ment of the precariousness of the above referred concession, will pay to the I S R Administration a yearly rent of lire 50 (fifty) for the private phone, and a yearly rent of lire 150 (one hundred and fifty) for the public one.

Both the referred rents, for a total amount of lire 200 (two

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Both the referred rents, for a total amount of lire 200 (two hundreds) per year, will be paid by Mr.Enrico Fiori according to the modalities fixed by the predeeding para 4), covering the payment of the minimum yearly fix rent as a guarantee of the

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refreshment room management.

Art.8

According to the art.21 of the Specification the I S R Administration can fine the contractor, for the infractions of the present agreement and of the Specification, till the maximum amount of 1/20 each, on the yearly minimum fix guarantee rent, whereof art. 4) for the allotment of the management.
If concealment of any revenue and, anyhow, irregular bookkeeping should be found out, or if modifications of the bookkeeping system agreed by the present act should be made without previous written authority, the I S R Administration is empowered to fine the contractor till the maximum amount of 1/20 of the above yearly fix rent, for each irregularity.
For heavier irregularities, the allotting Administration will proceed at any time to the immediate solution in advance of the Contract and to the collection of the caution, apart from the eventual judicial sanctions.

Art. 9

Mr?Fiori Enrico is authorized to keep a fit refreshment bench in the station ticket hall, under condition that the I S R Administration could require its removal, transfer or modification without being obliged to pay any indemnity or reimbourssement of the expenses.

Art.10

Mr.Fiori Enrico is obliged to improve and equip modernly the various premises in order to assure a complete and irreproachable service in every way.

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According to the art.24 of the Specification the I S R Administration can fine the contractor, for the infractions of the present agreement and of the Specification, till the maximum amount of 1/20 each on the yearly minimum fix guarantee rent, whereof art. 4) for the allotment of the management.
If concealment of any revenue and, anyhow, irregular bookkeeping should be found out, or if modifications of the bookkeeping system agreed by the present act should be made without previous written authority, the I S R Administration is empowered to fine the contractor till the maximum amount of 1/20 of the above yearly fix rent, for each irregularity.
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Art.11

The I S R Administration, according to their exclusive and uncontrollable decisions, can modify, transform and repair, at any

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time the masonries of the premises, dependences and connexions which constitute the refreshment room, whereof the attached planimetry. No objection can be raised and no indemnity can be requested by Mr.Fiori Enrico, although the operation of the refreshment room should be discontinued during the carrying out of said works.

Art.12

The I S R Administration have the property of the electric lighting plant located in all the premises which are shown in the attached planimetry? Said plant is located as follows:
In the dining room: four striped transparent glass chandelier, diameter 96 cm. each, with metallic support covered by glass, lenght 150 cm. with relative cable under wall, operated by four rotation switches;
in the reserved room: a bronze gilt chandelier, with Bergman cable under wall;
in the passage, kitchen, store and cellar: nine simple supports with insulated wires and relative switches;
in the locker: a wall insulator holder with insulated wires and retation swithes, and a wall lamp with relative switch;
in the water closets: a wall lamp holder and a simple support with insulated wires, ans relative lamps and switches. Besides=, in the passage there is a general small switch board of the above mentioned lighting plant; the switch board consists of a marble plate connected with nine single pole lever and break switches, and 18 single pole plug valves.
Finally, out of 1st , 2nd and 3rd class refreshment rooms there are two lighting neon reclames, with correspondent inscriptions and relative transformers, belonging to I S R Administration

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in the reserved room: a bronze gilt chandelier, with Bergman cable under wall;
in the passage, kitchen, store and cellar: nine simple supports with insulated wires and relative switches;
in the locker: a wall insulator holder with insulated wires and rotation swithes, and a wall lamp with relative switch;
in the water closets: a wall lamp holder and a simple support with insulated wires, ans relative lamps and switches. Besides=, in the passage there is a general small switch board of the above mentioned lighting plant; the switch board consists of a marble plate connected with nine single pole lever and break switches, and 18 single pole plug valves.
Finally, out of 1st , 2nd and 3rd class refreshment rooms there are two lighting neon reclames, with correspondent inscriptions and relative transformers, belonging to I S R Administration, which will provide to the maintenance of the whole plant.
Mr. Enrico Fiori is obliged to provide, at his own care and cost, to the ordinary maintenance of said plant (clearing of lamps,

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apparatus, replacement of bulbs being out of gear or broken);
The I S R Administration will provide to the replacement or repair of any part of the plant being worn out by the use or any other cause; the Administration can claim the reimbursement of the expenses concerning replacements or repairs not caused by the normal use of the plants.
Besides, all damages which could be caused to other people, to the I.S.R. Administration's personnel and property, owing to bad use or operation of the plant are in charge of Mr.Fiori Enrico.
The whole gas installation is property of the contractor, Mr. Fiori Enrico.
Mr.Enrico Fiori has to provide the supply of electric power, both for motive power and lighting installations, including the operation of the lighting neon inscriptions, and of gas directly from the concerned supplying Companies, to which he will pay the relative consumption rents.
The I S R Administration state not to be involved in any relation between the above mentioned Companies and Mr.Enrico Fiori, and reserve to themselves only the right to survey the maintenance of said installations to be authorized and controlled by the same I S R Administration. Besides, Mr.Enrico Fiori has to provide at his own total expense, to the heating of the premises. If the I S R Administration, however, would supply the premises of the refreshment room with steam-heating (radiators) Mr.Enrico Fiori has to use this installation and to pay the relative rent for supply of heating, which will be ~~xxx~~ fixed by the I S R Administration.

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Mr.Enrico Fiori has to provide the supply of electric power, both for motive power and lighting installations, including the operation of the lighting neon inscriptions, and of gas directly from the concerned supplying Companies, to which he will pay the relative consumption rents.
The I S R Administration state not to be involved in any relation between the above mentioned Companies and Mr.Enrico Fiori, and reserve to themselves only the right to survey the maintenance of said installations to be authorized and controlled by the same I S R Administration. Besides, Mr.Enrico Fiori has to provide at his own total expense, to the heating of the premises. If the I S R Administration, however, would supply the premises of the refreshment room with steam-heating (radiators) Mr.Enrico Fiori has to use this installation and to pay the relative rent for supply of heating, which will be ~~pai~~ fixed by the I S R Administration.

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Art. 13

All the external hydraulic pipes, water meters excluded, are property of the I S R Administration. Mr.Enrico Fiori has to arrange for the direct supply of the water necessary for the regular operation of the management, and he has to pay the relative rents directly to the concerned Company.

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Art. 14

The two rooms over the refreshment room will be entered only through the spiral staircase existing at said refreshment room.

Art.15

According to art.14 of the Specification of Contract, herewith attached, as integrant part of the agreement, is the tariff of the commodities which are sold at the refreshment room and of the set-price meals. The persons, whereof para a) b) c) of said art.14 of the Specification are entitled to a reduction of 20% (twenty per cent) on the prices of the tariff of the 2nd and 3rd class refreshment room. As for the 3rd class refreshment room tariff; the reduction on behalf of the above mentioned persons will be of 10% (ten per cent).

Mr.Enrico Fiori is obliged to grant the same reduction of 20% and 10% also to the Royal Army Officers assigned to the Mobilization Office at I S R General Direction and to Mobilization Department at the I S R Compartimenti, upon showing of the service ticket, as well as to the officers and employees of the National Railway Militia.

Art.16

The contractor is obliged to comply with the law dispositions which have been issued to destroy flies and to arrange, at his own cost, for the necessary defense means to be put on the doors of the refreshment room. On screening such means, Mr.Enrico Fiori will comply also with the instructions issued by the Naples Town, concerning the protection of foodstuffs shops.

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Art. 17

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According to art.14 of the Specification of Contract, herewith attached, as integrant part of the agreement, is the tariff of the commodities which are sold at the refreshment room and of the set-price meals. The persons, whereof para a) b) c) of said art.14 of the Specification are entitled to a reduction of 20% (twenty per cent) on the prices of the tariff of the 2nd and 3rd class refreshment room. As for the 3rd class refreshment room tariff; the reduction on behalf of the above mentioned persons will be of 10% (ten per cent).
Mr.Enrico Fiori is obliged to grant the same reduction of 20% and 10% also to the Royal Army Officers assigned to the Mobilization Office at I S R General Direction and to Mobilization Department at the I S R Compartimenti, upon showing of the service ticket, as well as to the officers and employees of the National Railway Militia.

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The contractor is obliged to comply with the law dispositions which have been issued to destroy flies and to arrange, at his own cost, for the necessary defense means to be put on the doors of the refreshment room. On screening such means, Mr.Enrico Fiori will comply also with the instructions issued by the Naples Town, concerning the protection of foodstuffs shops.

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Art. 17

Mr. Enrico Fiori has to provide, at his own care and cost, to comply with the law dispositions concerning misfortunes to workers on duty, for the compulsory insurance for invalidity, overage and tuberculosis, as well as with those concerning compulsory insurance of the dependant personnel, both men and women, due to

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involuntary non-employment; he will be responsible for any trespass on this regard. As for the employment of workers being out of employment, Mr.Enrico Fiori will comply with the rules in force, concerning the national provision of request and offer of employment

Art. 18

Mr. Enrico Fiori has to manage and attend personally the operation of the refreshment room. Therefore he cannot cede fm or sub-contract, for any reason, though temporarily, all or part of the allotment subject of the present contract, upon rescission of the same contract, apart from the right reserved by I S R Administration to be repaid for the eventual damages.

Art. 19

In addition to the dispositions contained in Art.12 of the Specification of Contract, all personnel attending to the refreshment room, to the sale benchs and to the refreshment trollers, shall wear on duty, a white buttoned jacket. The personnel who sell foodstuffs along the trains shall wear a cap with the inscription "Restaurant". Besides, all personnel being anyhow in contact with the public, have to wear, on their ~~duty~~ jacket or work cloth, an oval bright metal plate with the name of the contractor incised.

Art.20

According to art.4 of Specification of Contract, the I S R Administration reserve to themselves the right to institute messes for their personnel within the station or neighbouring plants, directly or through the Dopolavoro. No reduction of the rent, nor indemnity is due to Mr. Enrico Fiori.

Art.21

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Mr. Enrico Fiori has to manage and attend personally the operation of the refreshment room. Therefore he cannot cede in or sub-contract, for any reason, though temporarily, all or part of the allotment subject of the present contract, upon rescission of the same contract, apart from the right reserved by I S R Administration to be repaid for the eventual damages.

Art. 19

In addition to the dispositions contained in Art.12 of the Specifica= tion of Contract, all personnel attending to the refreshment room, to the sale benchs and to the refreshment trollers, shall wear on duty, a white buttoned jacket. The personnel who sell foodstuffs along the trains shall wear a cap with the inscription "Restaurant". Besides, all personnel being anyhow in contact with the public, have to wear, on their duty jacket or work cloth, an oval bright metal plate with the name of the contractor incised.

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Art.21

According to art.23 of the Specification. Mr.Enrico Fiori, as a guara= ntee for the present contract, has performed the security deposit of lire 100.000,== (hundred thousands) at the Cassa Depositi e Prestiti

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of Italy, by 5 D P I funds at 5%, as per deposit receipt n.837 and 51938, issued by the Central Treasury on 23 December 1939.
The I S R Administration have a right to avail themselves of said deposit to cover their credits, and it is agreed that the cassa Depositi e Prestiti will give back to the I S R Administration the whole or part of said amount, upon request and without any other juridical handling.

Art. 22

According to art.26 of the Specification, at any administrative and juridical effects, Mr.Enrico Fiori, owing to the present contract, chooses his legal domicile at Naples, Civil and Penal Tribunal Master's Office.

Art.23

The present contract is effective for Mr.Enrico Fiori since the moment of the signature , but it will not be valid for the I S R Administration without the approval of the concerned Office.

~~Art.~~Art.24

All stamp, print and taxes expenses and everything concerning the stipulation of this contract, are in total charge of Mr.Enrico Fiori who, on the expiring of the present act, will provide, within the period stated by the art.102 and 103 of the Register Law, dated 30 December 1923, to pay the amount of the Register tax.
The present contract has been drawn, read and signed in triplicate, one copy for each contractor and the third for the Register Office.

The Contractor
signed Enrico Fiori

for the I S R Administration
the Chief of Commercial and Traffic Section

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The I S R Administration have a right to avail themselves of said deposit to cover their credits, and it is agreed that the cassa Depositi e Prestiti will give back to the I S R Administration the whole or part of said amount, upon request and without any other juridical handling.

Art. 22

According to art.26 of the Specification, at any administrative and juridical effects, Mr.Enrico Fiori, owing to the present contract, chooses his legal domicile at Naples, Civil and Penal Tribunal Master's Office.

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All stamp, print and taxes expenses and everything concerning the stipulation of this contract, are in total charge of Mr.Enrico Fiori who, on the expiring of the present act, will provide, within the period stated by the art.102 and 103 of the Register Law, dated 30 December 1923, to pay the amount of the Register tax.

The present contract has been drawn, read and signed in triplicate, one copy for each contractor and the third for the Register Office.

The Contractor
signed Enrico Fiori

for the I S R Administration
the Chief of Commercial and Traffic Section
signed Dott.G.Carozzi

Naples 4 March 1940

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CG/lr 96/2

HEADQUARTERS
ALLIED CONTROL COMMISSION
Transportation Sub-Commission
APO 394

Tele. 478701

1 October 1944

ACC Tn/96/2

SUBJECT : Station refreshment rooms.

TO : Min. of Communications - Rome
(Attn. Gen. di Raimondo)

1. Receipt is acknowledge of copy of circular letter No.122/47/14/2/108 of 13.9.44 concerning Station Refreshment Rooms.

2. Will you please advise this Sub-Commission of developments.

3. It will be appreciated if you will say how the system of catering was previously operated on the railway systems.

a/P
D.S. ADAMS
Colonel, C.E.
Director, Tn. S.C.

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Ufficio di Collegamento
tra Direzione Generale e Comando Alleato

ICCA/779/50 — Rome, 22 Sept. 1944

To ALLIED CONTROL COMMISSION
Tn.SubCommission APO.394
ROME

For opportune aknowledgement we forward a copy of the circular letter n. 122/47/14/2/108 of 13.9.1944 concerning: Stations refreshment rooms.

We should get details as to who ran the refreshment rooms. It appears contracts were given out — the Railway has no catering dept. The contract should not be given out to tender — but to well established catering firms. — and the prices proposed to be charged in R/R should be submitted for approval. LEV 22/9

96/1

Ministry of Communications
I. S. R. - General Section

Rome 1st September 1944
n. C 122/47/14/2/108

Subject:
Station refreshment rooms

To the Chief of Compartimento
Firenze - Ancona - Roma - Napoli - Bari - Reggio C. - Palermo - Cagliari

Due to changed political and economical conditions caused by the war, it is necessary to re-examine on the whole, as soon as possible, the contracts concerning allotments of station refreshment rooms and other similar managements.

It is, therefore, to be ascertained whether the rent being in force, is in accordance with the collected cash amounts which are increasing due to the considerable rise of prices. It is also to be ascertained whether the moral and political behaviour of the contractors is consistent with their management, and whether said contractors wore (have?) qualifications covered by Law Decree 159 of 27/7/1944 about the sanctions against fascism. All concerned people will have to draw a proper written declaration. It is understood that no contract can be renewed before what above is performed and bids have been forwarded to the concerned Commerce and Traffic Service, on regard of the most important allotments.

As concerns conventions, whereof validity may be deferred, year by year, and which may be rescinded after previous notice, the above formalities must be timely complied when the results of the said investi= gation suggest to modify either the amount of the rent or the management.

In case there should not be sufficient time to proceed to the above mentioned ascertainments - due to the next expiration of the re= scission term, it must likewise be provided to notify said rescission, save further definitive dispositions.

Please aknowledge receipt.

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Director General

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Please aknowledge receipt.

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Director General
signed Di Raimondo

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MINISTERO DELLE COMUNICAZIONI
Ferrovie dello Stato
DIREZIONE GENERALE

Roma, 13 SET 1944
n° C.122/47/14/2/108

= OGGETTO =
Caffè ristoratori delle stazioni

AL CAPO COMPARTIMENTO

alle Sezioni Firenze - Ancona - Roma - Napoli - Bari
Reggio Calabria - Palermo - Cagliari

Le mutate condizioni politiche ed economiche in dipendenza dello stato di guerra rendono necessario procedere al più presto ad un completo riesame dei contratti relativi alle concessioni dei caffè ristoratori delle stazioni ed esercizi similari.

Occorre pertanto accertare se il canone in vigore sia in relazione con l'ammontare degli incassi in dipendenza del sensibile rialzo dei prezzi. E' necessario assodare pure se la condotta morale e politica dei concessionari abbia determinato incompatibilità con la continuazione dell'esercizio ed accertare altresì che i concessionari non abbiano rivestite qualifiche previste dal D.L.L. n° 159 del 27/7/1944 sulle sanzioni contro il fascismo. Al riguardo dovranno essere invitati gli interessati a compilare apposita dichiarazione scritta. E' ovvio quindi che occorre astenersi dal rinnovare i contratti senza aver prima ottemperato a quanto sopra ed avanzato le proposte del caso al competente Servizio Commerciale e del Traffico, per le concessioni di maggiore importanza. Per le convenzioni la cui validità è prorogabile di anno in anno, con facoltà di rescissione previa disdetta, dovrà provvedersi tempestivamente a tale formalità, se dall'esame suddetto sorgano elementi tali da consigliare mutamenti sia nell'ammontare dei canoni che nella conduzione dell'esercizio.

Se data l'imminenza della scadenza del termine della disdetta stessa non si avesse sufficiente tempo per procedere agli accertamenti di cui sopra, si dovrà provvedere a notificarla egualmente, salvo ulteriori definitive determinazioni.

Si prega accusare ricevuta della presente.

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alle Sezioni Firenze-Ancona-Roma-Napoli-Bari
Reggio Calabria-Palermo-Cagliari

Le mutate condizioni politiche ed economiche in dipendenza dello stato di guerra rendono necessario procedere al più presto ad un completo riesame dei contratti relativi alle concessioni dei caffè ristoratori delle stazioni ed esercizi similari.

Occorre pertanto accertare se il canone in vigore sia in relazione con l'ammontare degli incassi in dipendenza del sensibile rialzo dei prezzi. E' necessario assodare pure se la condotta morale e politica dei concessionari abbia determinato incompatibilità con la continuazione dell'esercizio ed accertare altresì che i concessionari non abbiano rivestito qualifiche previste dal D.L.L. n° 159 del 27/7/1944 sulle sanzioni contro il fascismo. Al riguardo dovranno essere invitati gli interessati a compilare apposita dichiarazione scritta. E' ovvio quindi che occorre astenersi dal rinnovare i contratti senza aver prima ottemperato a quanto sopra ed avanzato le proposte del caso al competente Servizio Commerciale e del Traffico, per le concessioni di maggiore importanza. Per le convenzioni la cui validità è prorogabile di anno in anno, con facoltà di rescissione previa disdetta, dovrà provvedersi tempestivamente a tale formalità, se dall'esame suddetto sorgano elementi tali da consigliare mutamenti sia nell'ammontare dei canoni che nella conduzione dell'esercizio.

Se data l'imminenza della scadenza del termine della disdetta stessa non si avesse sufficiente tempo per procedere agli accertamenti di cui sopra, si dovrà provvedere a notificarla ugualmente, salve ulteriori definitive determinazioni.

Si prega accusare ricevuta della presente.

IL DIRETTORE GENERALE

GF

Declassified E.O. 12356 Section 3.3/NND No. 785021

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