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CONFERENCE AT NICE
DEC. 1945 - FEB. 1946

404/4
TRANSPORTATION & SHIPPING SUB-COMMISSION, AC.
(RAIL DIVISION)
c/o Transportation (Br) Main,
C.W.F.

Tel : 843191/11

8 February 1946

✓ SUBJECT : Attached Minute of Conference at Nice.

TO : Col. P.D.G. BUCHANAN
Director Transportation Sub-Commission

Herewith translation from the French of the Minutes of Conference held at Nice on 14th to 16th Dec. 1945 between the I.S.R. and the French Railways, together with a translation from the Italian of the relevant Modus Vivendi.


Chief,
Rail Division.

TRANSLATION

MINUTES OF THE CONFERENCE HELD IN ROME FROM THE 14TH TO THE 16TH DECEMBER
BETWEEN THE I.S.R. (I.S.) AND THE NATIONAL SOCIETY
OF FRENCH RAILWAYS (S.N.C.F.)

Present :

For the S.N.C.F. :

Messrs DELASALLE, Chief Engineer - South-East region
SERRAO, Chief Engineer - South-East Service V.B.
LONG, Chief Engineer - Central Service B.
MORIN, Chief Engineer - Central Service C.
SCHERER, Chief Engineer - Central Service C.
MATHIS, Principal Engineer - Central Service C.
MARCHADIER, Principal Inspector - South-East region.
JURIN, Engineer - M.T. Service - South-East.
BERGOL, Assistant Principal Inspector - V.B. Service South-East.
GARNOT, Assistant Principal Inspector - Service of general
Accounting for finances.
ROMANET, Divisional Inspector of Exploitation - South-East region.
MAGOLLET, Chief of Bureau - M.T. Service South-East.
ROGIER, Under-Chief of Bureau - Division G. South-East.
SIMONNOT, Assistant Representative for the S.N.C.F. in Italy.
CARLIS, Exploitation Controller - South-East region.

For the Allied Commission in Italy :

Major BARNES, (Transportation Sub-Commission).
Major BYRONS, (Transportation Sub-Commission).

For the Italian Railways :

Messrs. Dr. LANDRA, Chief of Service, Commercial Service Rome
Eng. RIGOLI, Chief of Service, Movement Service Rome
Eng. RENDA, Chief Inspector, Works Service Rome
Eng. CIRILLO, Chief Inspector, Movement Service Rome
Eng. STROCCI, Chief Inspector, Traction Movement Florence
Eng. FANELLI, Chief Inspector, Traction Movement Florence
Dr. MARIANO, Chief Inspector, Commercial Service Rome
Acc. BERTINI, Inspector of 1st Class, Accounting and Finances
Service in Rome.
MASINI, Inspector of 1st Class, Movement Service Rome
MORTTA, Station Master - Movement Service Genoa.

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Mr. DNLACARIS, taking the Presidency of the Conference, welcomes the representatives of the Allied Commission as well as the Italian Deputies and expresses the hope that normal relations between the two administrations will soon be re-established, and that an agreement will rapidly be reached over the various questions that caused the gathering of the Conference.

It is unanimously agreed to divide the examining of the different outstanding questions between several Sub-Commissions, composed of Representatives of the services interested in every Administration, so as to hasten the work of the Conference itself. After examining the propositions of the Sub-Commissions the two delegations held a full conference and the following resolutions have been made:

Question I - The settling of a temporary "modus vivendi" to put in order Ventimiglia Station and the corresponding section of lines -

A "modus vivendi" regarding the exploitation of Ventimiglia Station and the frontier section has been settled, starting from the date of movement of traffic, and is annexed to these Minutes.

Supplementary precise details are as under :

Article 2. - This article, according to the Treaty of 1934 has been modified in order to agree with Article 3 regarding the circulation of work trains.

Article 3. - When the section of lines have been put in operation, there will remain some work to complete between Ventimiglia and the frontier. The cost of this work is accepted for payment by the ISR and the work itself could be executed by them; but if not, then SNCF will undertake.

Article 10. - The old article of 1934 has been modified because of the necessity of examining more carefully and completely the condition of the Railways, and to decide which work shall be executed.

Article 12. - It is made clear that the ISR had sent on 9 March 1934 a plan for the alteration of the Station of Ventimiglia. The S.M.C.F. agreed in principle on 16 June 1939 asking details of the proposed installations. Afterwards the ISR sent two papers on 28 November 1939 and 13 March 1939 respectively, but due to consequences of war, no reply was received. ISR must again send these two papers, in order that SNCF may examine and reply definitely.

During the war ISR have continued on their own account the work of alteration to the Ventimiglia Station, but the Station has suffered bombardments.

The destruction and alterations prevent the giving of a complete description of the particular use of each installation as was given in the old Treaty.

Notwithstanding, it is possible to establish a plan, fixing the respective zones to each Administration and to the Community.

Regarding the waiting rooms etc., an ultimate agreement will be given upon receipt of the definite approval of SNCF to the project of alteration to the Station. Regarding the immediate fixing of the rent, a provisional plan

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giving the position of the various rooms is attached to the "modus vivendi".

Article 23 and 24 - The Italian Thesis is that the reparations of War Damages falls upon the Government of the territory where the damaged institutions are found.

The F.S. as a result, do not intend to share the cost of the repair of the installations which have suffered war damage in France, whether it is for their personal use or for the communal use. They particularly have in mind the case of Modane and Breil.

That is why, in the case of Ventimiglia, they are willing to bear the cost of every expense that would be necessary on the condition that the very same dispositions will be taken regarding Modane.

The French Delegation wants the fact to be noticed that it is actually impossible to make a parallel between Ventimiglia and Modane. This latter Station, as a matter of fact, is far more damaged than Ventimiglia Station and, most probably, will never be re-established in its former state.

Therefore the SNCF will have to establish a plan to be approved by the ISR with a proposal regarding the assessment of costs to increase the patrimony. At the actual moment it is impossible to give more precise details. Regarding Breil there is nothing to object to in the Italian Thesis.

In view of these conditions the Capital sum to be taken into consideration for the repair of the installations of common usage at Ventimiglia Station is the one corresponding to the situation at 10 June 1940 - altered on account of the works executed by the ISR in the common interest.

Article 14-28-29 - Following the request of the ISR the SNCF accepts for the Articles 14 (Customs) 28 (Common receipt) 29 (Consignment Taxes) the procedures drawn up conforming to the corresponding articles of the "Modus Vivendi" of Modane. It is anyway specified that this agreement does not prejudice what will be adopted at the time of the establishment of definite Treaties.

Article 16 - The ISR envisages the return pure and simple to the disposition of the Treaty of 1934 for the application of RIC and of RIN.

The SNCF indicates that under the circumstances (particularly the existence of important French material in Italy) this rule cannot be applied as it stands.

In any case, the SNCF could only accept a rule consisting of the restitution of, or compensation for, the material in the week following the one of the delivery in the common Station.

Under these conditions the two Administrations while waiting for the two interested Governments to come to an agreement regarding the conditions of exchange of rolling stock, will provisionally apply the following rules :

at the merchandise in transit at Ventimiglia Station, will be transhipped, on principle, at that station.

anyway the two Administrations will come to a particular understanding

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in order to avoid the transshipment of certain materials. These understandings will give exactly the condition of the materials when they are handed over.

The charges will agree with the type of wagon used. Regarding the carriages, some agreements will fix in each particular case, under what conditions the materials furnished by one of the administrations must be delivered and restituted.

All the technical conditions of the RIC and of the RIV will be maintained for everything that is not contrary to the preceding dispositions.

Question II - The settling of a temporary "modus vivendi" to put in order Modane Station and the corresponding sections of line.

The representatives of the SNCF consider that, in spite of interruption of the frontier lines, the "modus vivendi" of 1941 ruling the common Station of Modane, has never ceased to be applicable and has continued to remain in use.

The representatives of the ISR point out that they will be obliged to submit this question to their own Government as it is a matter over which they have no power to make a specific decision.

It is understood that, before the resumption of traffic via Modane, it will be necessary to bring the "modus vivendi" up to date with present day conditions following the lines of what has been done at Ventimiglia.

Question III - Passengers and baggage traffic between France and Italy - Condition of resumption. Prescription of deduction and of liquidation.

As soon as the traffic is resumed on the line section Ventimiglia and the frontier, direct tickets will be issued at a provisional tariff between Ventimiglia and the SNCF Stations. (Travellers, accompanied baggage and dogs) which project has been given by the SNCF representatives to the ISR representatives. The ISR will make known without delay the taxes affecting the line between Ventimiglia and the frontier to be added to the tariff.

The Ventimiglia station will sell tickets only for the destinations - stations comprising those between the frontier and Nice inclusive indicated in the tariff.

Tickets for Ventimiglia will be obtainable in every SNCF station.

The fact that Ventimiglia station can sell tickets limited to Nice is justified by the non-equalization that would result between the Italian quotas cashed in France and the French quotas cashed in Ventimiglia, without any possible compensation in the traffic via Modane, which certainly will not take place for a long time after that of Ventimiglia. It is understood that, as soon as the line of Modane will be open again to traffic, the question of limitation to Nice will be reexamined.

The amount of tickets sold by the bureau of Ventimiglia and the income of the registration of luggage will be credited in lire to the ISR station fund. The ISR will credit the lire account, held in Florence. In counter-part the SNCF will credit the ISR with their own quota on the income of the tickets sold and registered luggage.

The Conference considers that it is necessary to establish rapidly a direct tariff that will allow-as soon as through trains circulate via Ventimiglia -

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direct tickets between Italian Stations and SNCF Stations. The ISR suggests to postpone the examining of this question to a Conference that could take place in Italy at the beginning of February; the SNCF will decide which date will be convenient.

It is recalled that in a conference held in Lugano on 22nd 23rd November 45 it was agreed that a direct tariff between France and Italy - via Switzerland - would be put into operation as rapidly as possible.

The rate of tariff as well as the rates of discount and liquidation have been studied by a Commission that has met in Berne on the 4th. December 1945 and on the following days.

Question 4 - Selling of Agency coupons by the ISR in France and by the SNCF in Italy, through the travel Agencies -

The payment to the interested Administration of the amount of the selling of SNCF coupons in Italy and of the ISR coupons in France will take place through the Railways Administration of the country where the issuing Agency is located.

This Administration is not supposed to control the accounts of the Agency which will render them direct to the creditor Administration. The rate of conversion to be applied by the Agency conforming to the decision of the UIO will be the one fixed by the Railway Administration of the country in which the Agency works.

The Administration acting as intermediary for the rulings will not run any risk because of this fact.

For this purpose the Creditor Agency will be credited by the Railway Administration acting as intermediary, in the same currency in which it has received the payment from the Travel Agencies.

These arrangements are agreed in principle immediately but will only be applied when the ISR judge it possible to commit again to Agencies, the selling of coupons on their lines.

The regime of admission of travellers on trains - which is actually in use in Italy - does not allow the sale of tickets through Agencies. In the French Italian traffic on direct lines or in transit for other countries, the SNCF will conform to the procedure adopted by the ISR in respect of the remittance of coupons to the Travel Agencies.

Question 5 - Traffic of goods between France and Italy - Conditions of renewal, prescription of duration and liquidation.

1.) Traffic interchanged between France and Italy -

a) Traffic passing over the French-Italian frontier.

The conference approves the following rules :
Transportation will submit to the Rules of the International

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Convention concerning the transport of goods by Rail (OTK) and of its complementary uniform plans, taking into account, however, the following complementary rulings:

Transport obligations of the Railway (art. 5 of the OTR) -

Goods will only be accepted for transportation on complete wagons despatched by slow trains; transportation will only be accepted according to the existing possibilities of working.

Delays of delivering (art. 11 of the OTR).

The rules concerning the delay of delivering will not be applicable.

Payment of transport costs. (Art. 17 of the OTR).

Despatching will have to be carried out in both directions of the traffic, free of charge, to the French-Italian frontier.

Reimbursement of money advanced (Art. 19 of the OTR).

Reimbursement of money advanced will not be admitted.

Declaration of interest at the delivery (Art. 35 of the OTR).

Declaration of interest at the delivery will not be admitted.

Representatives of the SNCF point out that the ISR apply the OTR to transport exchanged between Italy and Switzerland. They ask the same applications to transport passing through the French-Italian frontier: in case application of the OTR would not take place, they would find themselves in the position to proceed to a contradictory verification at Ventimiglia and Monaco; it is highly desirable to avoid this operation.

The ISR will examine the question and will publish the result with all speed. From now on they are willing to accept that the OTR be immediately applied to transport proceeding from and to Ventimiglia. Until the decision of the ISR regarding traffic with the internal Italian Station is known, the acceptance of transport will be limited to traffic to and from Ventimiglia.

b) Traffic passing in transit through Switzerland -

The Conference would not object to apply to this Traffic the same rules of acceptance applied to traffic passing through the French-Italian frontier. Anyway, regarding the payment of transport-costs, the following rule will be applied:

Consignments will obligatorily be pre-paid to the frontier of the country they are coming from, and charges will be collected from the frontier to destination.

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The disposition of the OTM would be applied.
The SNCF will apply the OTM of the question :

2.) Traffic interchanged between France and the other side of Italy.

Traffic will not be reinstituted for the moment.

3.) Traffic interchanged between Italy on one side and Luxembourg, Belgium, and Holland on the other side in transit through Switzerland.

The Conference would be inclined to apply, for this traffic, the same rules as for the traffic between France and Italy in transit through Switzerland. Anyway concerning the payment of transport costs the following rules will be applied :

Consignments will obligatorily be pre-paid to the Italian frontier and from then on in charges, to be collected.

The SNCF will inform on this question, all the other interested Railways who were not at the Conference.

Question 6- The transmission of documents for Allied Military transport interchanged between France and Italy.

The loan of transport in France in favour of the Allied Armies will be paid to the SNCF only on presentation by her of regular way-bills conforming to the pattern laid down by the Allied Military Authorities.

So, the SNCF gives great importance to the fact that transport coming from Italy must always be accompanied by these documents.

The representatives of the SNCF remit to the Representatives of the ISR a rough draft of accounting instructions based on these principles.

The latter draw attention to the fact that they are willing to accept this draft if the Allied Authority puts them in the position to conform to it; but, up to now, Allied Transport in Italy has, most of the time, been effected without documents.

The two delegations desire to draw the attention of the Allied Commission (CMF Rome) Representatives that are present, on the necessity of Transport interesting the SNCF always being accompanied by the regular documents for one part of the distance.

Question 7- The setting of provisional agreements on the keeping of reciprocal accounts between SNCF and the ISR.

In accordance with the agreement reached on the 16th January 1941 and modified on 18 June 1941 and taking into account the experience acquired and the new situation, the SNCF and the ISR have decided that a new agreement regarding the keeping of their reciprocal account (agreement that must be put into effect as soon as the effective renewal of the traffic) that this renewal must take place at the French-Italian frontier points or in transit through Switzerland.

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These agreements have been reached only after previous scrutiny of the reservations formulated by the Italian-Delegation, on the following three questions :

I - Article 6. The Italian Delegation wanted every reciprocal account to be kept in French francs. On the contrary, the French Delegation reckons that accounts must be kept in the original currency of the debt or credit, which implies - for every administration - at least the keeping of an account in French francs and an account in lire, since the putting in use of direct tariff, is based on the union of the French and Italian taxes.

It is the case that, on Dec. 8th and the following days at the Conference of Passenger and Baggage Traffic, through the Low countries, Belgium, Luxembourg and France to and from Italy, in transit through Switzerland the ISR have indicated their quota in lire in the price-list that is an integral part of the tariff that is being examined.

Nevertheless, if the ISR insist on requesting to be credited in every case in the local currency - and if this request is agreed by the S.N.C.F. and the French Office of Exchange, the agreements under discussion would not interfere with it, entries in lire account kept in Paris would be less numerous - but, also in this case - the keeping of accounts could not be avoided. Only the heading "ISR quotas" of internal S.N.C.F. tickets coping or going to Ventimiglia, and of direct tickets sold in France, appearing under II 1.b) of Article 6 would be transferred under II 2.a)

II - Article 7. The Italian Delegation, arguing the actual difficult conditions of work for the ISR agents, requires the date of presentation of monthly accounts to be fixed on the 15th of the month (M + 1) and not on the 10th of the month. The French Delegation declares it preferable not to modify the date foreseen by the project which is the same already admitted in the foregoing agreements with the S.N.C.F. and the other foreign Administrations. Considering the following request of the Italian Delegation, a delay of 5 days is agreed for the sending of the accounts until the conditions of work for the ISR agents will become normal again.

III - Article 2. The Italian Delegation is surprised by the clause foreseeing some interest in Arrears that appears for the first time in the Financial Agreements reached with other Railways Administration and declares they are not able to accept this proposition until after having it submitted to its General Direction. On the other hand the French Delegation insist on inserting the above-mentioned clause - as it is considered by them as utterly general, and appears actually in every contract passed with French Public Administrations, Private Individuals, and Transport Administrations French and Foreign.

Question 8 - Liquidation of debts and credits in arrears entered in reciprocal account -

The French Delegation presents a summary of arrears accounts divided into two periods: prior to June 1940 and after June 1940.

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1-) Period prior to June 1940.

Total figures of the SNCF :		7.777.839.57 lire
-to its debit		5.355.970.21 f.fr.
Total figures of the ISR amounts :		7.459.540.14 lire
		394.958.78 french frs.
		114.741.97 gold francs
		3.884.55 Belg. "
to the credit of the SNCF		126.125.72 lire
		4.317.420.21 french frs..
		50.947.33 gold frs
		1.111.19.0 Pound Strg.

The two Delegations agree, in order to make easy the necessary verification, to re-establish the SNCF figures in the original currency by a conversion inverted to the one previously made, this conversion not interfering in any way with the final regulations which will become effective after Government agreement.

Each administration will undertake the comparison of the list of accounts that it has received from its opposite number and will show, figure by figure, with balances and references the differences that it will have found out, in comparing the documents.

2-) Period after June 1940

For all the amounts of which the extract of accounts has not yet been sent and approved, each Administration will send to its opposite number the detailed monthly accounts which have been postponed because of circumstances.

For the period during which the acceptance of accounts was still possible but the rulings were not applied, the procedure will be the same as for period 1-- as above. The differences to be explained are brought out by the following figures which amount to, according to the SNCF.

- to its debit :	19.118.851.23 lire
- to its credit :	40.280.067.55 french francs

and according to the ISR

- to the debit of SNCF	18.704.698.77 lire
- to the credit of "	34.900.034.34 french francs

It is clearly understood that the liquidation of accounts in arrears are totally independent from the accounts which will be originated by the re-opening of traffic between the two Countries.

On request of the Italian Delegation, it is decided that the definite settling of the accounts in arrears, outlined by correspondence, will be achieved by direct contract between the interested functionaries of the two Administrations.

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Invoices of payment in kind for Traction and Accessories during the period from 10 September 1943 to 14 August 1944.

During the period of 10 September 1943 to 14 August 1944 the SNCF after having retaken possession of the Menton Station has assured some trans-frontier transport between the frontier and Ventimiglia Station.

The Treaty of Ventimiglia Station having been cancelled following the express wish of Italy in 1940, and as the Ventimiglia Station, because of that, has lost its status of Communal Station, the representatives of the SNCF let it be known that they will render invoices on the base-price of kilometer-trains laid down in the Minute of Turin on the 18th June 1941, that is 36 french francs.

On the contrary the SNCF will accept from the ISR for the period under consideration, the invoices for water and coal that may have been furnished to machines of the SNCF at Ventimiglia Station.

No other invoice is to be presented to the SNCF on the account of Ventimiglia Station for the above period.

The representatives of the ISR answer that they are under the obligation to submit the question to their Government.

Question 8 Bis - Rates and calculations of the amount due per kilometer-train to be charged to the ISR for the section Ventimiglia-French Frontier.

The delegates of the two Administrations have fixed the following rates :

a-) for each Km-train (in French Francs)	122 Frs.
b-) " " " auto rail-car (in Fr. ")	47 "
c-) " " coupled auto rail car (in Fr. Frs)	88 "
d-) " " Km-in auto-rail-car (" " ")	95 "

Rates of dues to be deducted per hours of Shunting-Locomotives and Rail Tractors at Ventimiglia Station.

The representatives of the two Administrations have agreed on the following rates :

a) Shunting performed by engines (in French Francs)	300 Frs.
b) Rail-Tractors " " "	180 "

Question 9 - Reimbursement from the ISR of the value of furniture kits of tools, raw materials belonging to the SNCF and not to be found in Menton, Menton Gareven, Menton Saorge, Ventimiglia.

The French Representatives furnish the following information about these deductions :

1-) Menton

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Kits of tools	165.419
Furniture	93.990
Stores	71.000

Total..... 330.409

330.409

2.-) Fonten-Saorge

Kits of tools	93.559
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3.-) Ventimiglia

Kits of tools	218.900
Furniture	258.496
Stores	1.495.000

Total 1.972.396

1.972.396

4.-) Platalayers stores 75.117

Total 2.471.481 French Francs

The SNCF will carry these amounts to the debit of the ISR in the reciprocal accounts.

The Italian Representatives call attention to the fact that this question does not fit completely with railways affairs and that, on the other hand, they do not have any element of competency to discuss the rights and wrongs of the request of reimbursement presented by the SNCF.

Question 10 - Fixing and payment of indemnities due for the utilisation of 42 SNCF machines taken to Italy and repaired in place of those taken to France.

The French representatives furnish to the meeting a Table giving the accounts of the sum of 6,213,617 French Francs for the 41 passenger locomotives and composed of the following items :

- Repairing of the machines after restitution	386.297
- Owning for utilisation of materials	5.827.320

Besides, the SNCF will invoice the ISR on the same basis, the hiring of the locomotive O40 T.A.I. taken to Italy in Sept. 1944 and not yet restored to date.

In case this locomotive has been destroyed, the hiring ceases from the day

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of the notification to the SNCF of the impossibility of restitution, and the value of the locomotive will be invoiced to the ISR as from that day.

The SNCF will carry these sums to the debit of the ISR in the reciprocal accounts.

The Italian representatives assure, on the question, the same attitude for Question 9.

Question 11 - Entries in reciprocal accounts and payments of cost of transport owed to the SNCF for the LATI goods.

Question withdrawn from the Minutes.

Question 12 - Payments of the Cost of Transport owed to the SNCF for the Italian Military Convoys in the unoccupied zone. (Application of the Menton Convention-).

Transport may be divided in two categories :

- 1) - Passenger Transport.
- 2) - Goods Transport and Food Stuffs.

The Italian representatives point out that the ISR has already debited the cost of transport of the first category, the total amount of which amounts to, approximately 900,000 Fr. The exact figure will be determined and agreed between the two Administrations.

Regarding the transport in the second category, the French Delegation admits that these could not be charged to the ISR as they constitute, in reality, a credit to the Italian Government.

To allow the SNCF to accelerate in any measure possible, the regulation of that credit, the Representatives of the ISR agree to receive the documents in duplicate already presented to the Italian Government at the Commission in Turin, to verify them and to give officially the SNCF its agreement regarding the deduction so prepared and eventually rectified. The total amount of these charges is actually established at approximately 820,000 Fr.

Question 13 - Taxation of amount of charges due to the SNCF for the Italian Military Transport in France and Payment of these charges.

The Italian Delegation believes they are able to place at the disposition of the SNCF all accounts presented by the SNCF under this category after they have been passed as correct by an Italian expert. They can now state that it seems that the items "Complete trains Single Units, Materials, Single Wagons, and Rakes " the amount of which, according to the SNCF, is of 90.579.400 francs, will be accepted as correct.

Regarding the sum of the rates of passenger traffic it amounts

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according to the S.N.C.F. to 22,827,275 Francs, while the Italian expert has for the moment in his possession, only the deductions for a sum of approximately 4,000,000 Fr. It is important to discover the causes of this difference.

The ISR Delegation moreover point out that the amount of the cost of Goods Traffic, will have to be deducted from the amount of losses and damages before a Regulation is formulated. The details of these are no longer in the possession of the ISR or of the Italian Military Authorities.

The S.N.C.F. propose to proceed to the liquidation of these indemnities by lump sum, adopting a coefficient of reduction on the total amount of transport costs, this lump sum coefficient will be established for the period of one month which will be chosen by the Italian Authorities during a period in which the traffic may be considered as having been normal. The ISR engage to transmit this proposition to the Italian Authorities and to inform the S.N.C.F. of the decision that has been reached. It is clearly understood that the amounts finally due to the S.N.C.F. will be paid to the S.N.C.F. at the initiative of the interested Governments.

Each Administration will make it its business to submit to its own Government the questions for which agreement of the latter is necessary. The questions in which the Allied Commission has a particular interest will be submitted to the ISR for further examination by this Commission (which represents the Central Mediterranean Forces), before any application.

Six Copies of the Minute of the Conference must be sent to the "Transportation Sub-Commission" in Rome.

MILCE the 16 December 1945.
For the Italian State Railways
Signed :- L. A. N. D. R. A

For the S.N.C.F.
Signed :- DELACORTE.

TEMPORARY MODUS VIVENDI FOR THE REOPENING
OF TRAFFIC VENTIMIGLIA STATION AND STRETCH
OF LINE FROM THE STATION TO THE FRONTIER.

The I.S.R. and the S.N.C.F. (French National Railway Society) have agreed under the present temporary Modus Vivendi to reopen to traffic the stretch of line from Ventimiglia Station to the Frontier.

When this stretch will be opened to traffic, this Modus Vivendi will be effective and remain so, until a new treaty will be signed after the peace treaty between the French and Italian Governments.

Any disputes which may arise due to the carrying out or interpretation of the present Modus Vivendi, will be submitted to the authority and judgement of three arbitrators, of whom one will be appointed by the I.S.R., the other by the S.N.C.F. and the third jointly by the interested parties, in case of disagreement, then by agreement by both the Governments concerned.

The financial expenditure of operation of the stretch of line from Ventimiglia to the Frontier will be entirely borne by the I.S.R.

Therefore, the revenue and the receipts of any kind, affecting the said stretch, will belong to the I.S.R., who assume for their own account, any expenditure in connection with the stretch.

On the other hand, the I.S.R. will hand over to the S.N.C.F. the complete operation of service of said stretch (maintenance of line, train service, etc.).

However, the maintenance of the viaduct over the Roia will be carried out by the I.S.R. The SNCF carry out the maintenance of track along the stretch of line from Ventimiglia to the Frontier situated on the viaduct.

Para I of the present Modus Vivendi has the object to establish the following :

— on one side, the technical conditions for carrying out the service on the stretch on behalf of the SNCF;

When this stretch will be opened to traffic, this Modus Vivendi will be effective and remain so, until a new treaty will be signed after the peace treaty between the French and Italian Governments.

Any disputes which may arise due to the carrying out or interpretation of the present Modus Vivendi, will be submitted to the authority and judgement of three arbitrators, of whom one will be appointed by the I.S.R., the other by the S.M.C.F. and the third jointly by the interested parties, in case of disagreement, then by agreement by both the Governments concerned.

The financial expenditure of operation of the stretch of line from Ventimiglia to the Frontier will be entirely borne by the I.S.R.

Therefore, the revenue and the receipts of any kind, affecting the said stretch, will belong to the I.S.R., who assume for their own account, any expenditure in connection with the stretch.

On the other hand, the I.S.R. will hand over to the S.M.C.F. the complete operation of service of said stretch (maintenance of line, train service, etc.).

However, the maintenance of the viaduct over the Roia will be carried out by the I.S.R. The SNCF carry out the maintenance of track along the stretch of line from Ventimiglia to the Frontier situated on the viaduct.

Para I of the present Modus Vivendi has the object to establish the following :

- on one side, the technical conditions for carrying out the service on the stretch on behalf of the SNCF;
- on the other side, the conditions and method of reimbursement of expenditure which the SNCF may have while acting for the I.S.R.

ARTICLE I.

Regulations applicable on the Italian Territory.

In order to carry out operation along the stretch the S.M.C.F. will assume the responsibility towards the I.S.R. to conform with law and general regulations issued by or to

be issued concerning the operation of I.S.R. and follow all the special rules which the competent Italian Authority may deem opportune to establish for the said stretch. The I.S.R. will transmit to the S.N.C.F. the texts of any regulations which may be issued in the future.

However, subject to the approval of the competent Italian Authority, the Regulations of the S.N.C.F. will be applied to the Circulation and Make Up of Trains, the Maintenance and Technical Inspection of the Line as well as of Signal-Telephone Service.

Under the same reservation, Signal and Electric Apparatus, as well as the Safety Devices which the S.N.C.F. adopt will be utilized.

ARTICLE 2.

Train service along the stretch from Ventimiglia to the Frontier.

The S.N.C.F. will provide their own personnel for Operation and Train Service along the Stretch from Ventimiglia to the Frontier.

The trains of the S.N.C.F. will arrive as far as Ventimiglia Station and will leave from there.

The I.S.R. are obliged not to operate any train, locomotive, trolley, or other kind of vehicle beyond Ventimiglia towards Mentone. Special agreement will be taken for any particular case concerning the Operation of Workstrain carried out by the I.S.R., necessary for Railway Reconstruction.

However, the I.S.R. can operate some trains in case the S.N.C.F. require any assistance, as provided for in Art. 5.

ARTICLE 3.

Reconstruction and additional works.

The reconstruction of track damaged due to the war

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However, the I.S.R. can operate some trains in case the S.N.C.F. require any assistance, as provided for in Art. 6.

ARTICLE 3.

Reconstruction and additional works.

The reconstruction of track damaged due to the war will be the responsibility of the I.S.R. These could be carried out by the I.S.R. in mutual agreement with the S.N.C.F. The new works along the stretch from Ventimiglia to the Frontier will be carried out by the S.N.C.F., but only by previous arrangement with the I.S.R. and the approval of the Italian Ministry of Transport in accordance with the Italian regulations.

The projects have to be submitted for approval of the I.S.R.

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ARTICLE 4.Maintenance and Inspection of the stretch and its works.

The S.N.C.F. has to inspect and maintain in good condition the stretch of line and all its works, excluding the viaduct on the Rois as foreseen in the preamble of para I.

The S.N.C.F. will submit to the I.S.R. for each section of track an estimate of maintenance works which should show the provision of normal expenditure for personnel and material.

Any other work not included in the estimate will be carried out only with the consent of the I.S.R. with the exception of urgent cases, but the Railways will have to be informed as soon as possible.

The I.S.R. will have the right to inspect and verify the Maintenance Work by their own agents, who under the responsibility of the Railways themselves, are authorised to circulate along the stretch on foot or on an engine or in a luggage van of the trains as far as Mentone.

However, the said personnel cannot ride on an engine belonging to the S.N.C.F. without the particular authorisation, as per the Regulations of that Society.

ARTICLE 5.Removal of snow.

The removal of snow along the stretch will be carried out by the S.N.C.F. by their own means.

ARTICLE 6.Assistance .

In case of accidents along the stretch from Ventimiglia to the Frontier, for which it will be necessary to send assistance, this will be supplied by the S.N.C.F.

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However, whilst the I.S.R. have steam engines at Ventimiglia, these as far as possible, could be used for the assistance to the S.N.C.F. trains between Ventimiglia and Mentone.

In this case, the engine will be driven by I.S.R. personnel, but piloted along the stretch by an employee qualified by the S.N.C.F. who will take all safety measures. The technical conditions of this assistance will be regulated by mutual agreements between the concerned Regional Officers.

The cost arising through sending the means of assistance will be debited according to the regulations laid down in the following Art. 9.

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ARTICLE 7.

Tariff - Income - Taxes

Along the stretch from Ventimiglia to the Frontier the tariff of the I.S.R. will be applied.

As the income corresponding to the said stretch belong entirely to the I.S.R., the S.N.C.F. will credit the account of the said Railway, both for the income from international traffic and the amount of revenue collected on said stretch by the S.N.C.F.

The S.N.C.F. will be responsible for any inexactness or error due to the application of the tariff, on condition that the differences will be notified at least one month before the prescribed terms established by International Convention shall expire. The latter terms are not applicable to amounts reimbursed due to claims.

Taxes and contribution of any kind, applicable to the stretch from Ventimiglia to the Frontier will be the charge of the I.S.R., who will settle all claims with their own Government.

ARTICLE 8.

Method of reimbursement of actual expenditure to the S.N.C.F.

1. The new works and eventually those of reconstruction carried out by the S.N.C.F. (Art. 3) will be invoiced every two months to the I.S.R., by means of detailed accounts, which amount will be increased by 10% due to cost of Surveys, Management and Inspection.
2. The expenditure of Maintenance and Inspection of the stretch and its works including those of removal of snow and Rly Service Trains (Art. 4 & 5) will also be invoiced every two months to the I.S.R. in detail and will also be increased by 5% for general expenses. (1)
3. Any other expenses which the S.N.C.F. may sustain in order to carry out the Rly Services along the stretch (supply of rolling stock, traction expenses and Train Staff) will be

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3. Any other expenses which the S.N.C.F. may sustain in order to carry out the Rly Services along the stretch (supply of Rolling Stock, Traction Expenses and Train Staff) will be reimbursed by the I.S.R. according to a basic price per Train Km. (2)

The basic price will be agreed between the two Rlys and may be revised on request of one of them. It will be effective on the date fixed previously by the two Rlys.

The basic price will be applied only to Commercial Trains (Freight Trains) accepted by Movement Services of both Rlys, excluding Rly Service Trains and Light Engines.

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- (1) The expenses for personnel will be established as agreed in the following Art. 24, para 1, point 1.
- (2) The basic price will not include the expenses relative to the payment of indemnity due to delays, loss and damages to goods, which will be regulated in accordance with the Convention in force and special agreements on this subject.

The S.N.C.F. will send every two months to the I.S.M. the Compensation Accounts due for the mileage run by their trains. The length to be taken as basis, in order to calculate the runs, will be the distance existing between the axle of the Station Building and the Frontier, that is actually 7,808 km.

The amount as in points 1, 2, 3 will be credited to the S.N.C.F. in the Monthly Reciprocal Current Account, during the month following that of the rendering of the said account. The eventual differences will be adjusted by undercharge or overcharge and as soon as accepted, booked on the next current account.

The accounts have to be transmitted in the second fortnight of the third month following the two months period.

They have to be accepted with or without reservations in the month following presentation.

Each Contracting Rly will have the authority to examine, at the others offices, the vouchers concerning those accounts.

No request for rectification of accounts will be admitted after two years from the rendering of such accounts.

ARTICLE 25.

Responsibility

The S.N.C.F. will assume responsibility for damage caused by accidents of any kind - including fire - third persons, personnel, material, animals, and to things along the stretch from Ventimiglia to the Frontier, excluding Ventimiglia station.

With exception solely:

- a) Damage - including that caused by fire - derived through mere accident or force majeure, will be the charge of the

The amount as in points 1, 2, 3 will be credited to the S.N.C.T. in the Monthly Reciprocal Current Account, during the month following that of the rendering of the said account. The eventual differences will be adjusted by undercharge or overcharge and as soon as accepted, booked on the next current account.

The accounts have to be transmitted in the second fortnight of the third month following the two months period.

They have to be accepted with or without reservations in the month following presentation.

Each Contracting Rly will have the authority to examine, at the others offices, the vouchers concerning those accounts.

No request for rectification of accounts will be admitted after two years from the rendering of such accounts.

ARTICLE 9.

Responsibility

The S.N.C.T. will assume responsibility for damage caused by accidents of any kind - including fire - third persons, personnel, material, animals, and to things along the stretch from Ventimiglia to the Frontier, excluding Ventimiglia station.

With exception solely :

a) Damage - including that caused by fire - derived through mere accident or force majeure, will be the charge of the I.S.R.;

b) Damage - including that caused by fire - due to the fact of common use of the station, will be a joint charge.

In case the circumstances of responsibility should be determined as Communal, the pecuniary consequences of the damage will be borne in equal shares by the responsible parties.

The damages for which responsibility might be doubtful will be substeined in equal shares by both the Rlys.

In case the S.N.C.F. maintain that they should not bear the complete responsibility of the whole part of the damage, an inquiry will be held by the Representatives of both the Rlys.

In case of no agreement, both the Rlys, will appoint a joint arbitrator to whom the dispute will be submitted.

ARTICLE IX.

Inspection of Way and Works

Before the resumption of traffic, a joint inspection of the line and its works will be carried out.

A written agreement will be drawn up on the subject, in which the Reconstruction Works to be carried out will be stipulated.

ARTICLE II.

Validity of Travel Permits, Free Passes and Tickets for Reduced Tariff Charges.

The Travel Permits and Tickets for Free Travel as also Coupons for Transport at reduced tariff issued by the S.N.C.F. to their employees and respective families will be valid on the stretch from the Frontier to Ventimiglia. The bearer of said documents will have the franchise admitted for their luggage on the stretch.

All the Travel Vouchers or Coupons for free transport or for reduced tariff, will also be valid as far as the Ventimiglia station.

PARA II - The common use of the Ventimiglia Station.

Ventimiglia station will be used by the I.S.R. and S.N.C.F. but will be managed by the I.S.R. on account of both the Rlys. All the personnel belonging to the joint service will be under the direction of the I.S.R. Stationmaster, who will be the Chief of

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A written agreement will be drawn up on the subject, in which the Reconstruction Works to be carried out will be stipulated.

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Ventimiglia station will be used by the I.S.R. and S.M.C.F. but will be managed by the I.S.R. on account of both the Rlys. All the personnel belonging to the joint service will be under authority of the I.S.R. Stationmaster, who will be the Chief of the International Ventimiglia Station.

On the other hand, the S.M.C.F. will have at Ventimiglia station a special employee, called "Representative" whose special duty is to represent their commercial interests before the public which do not concern the Italian State Railways. This Representative will not be part of the joint staff at Ventimiglia.

The Para II of the present Modus Vivendi has the object to establish :

- a) the conditions of carrying out the common service in the station;
- b) the division of expenses and of common revenue and the method of their distribution.

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ARTICLE 14.

Delimitation of the common station.

The common station has an extension from km I46+030 to km I48+142.

The station will include the ground and all buildings situated between these two points, with exception of buildings destined for material and traction service of each of the Rlys, which will be determined in the spirit of treaty of 1st August 1934.

In the plan annexed to the present treaty are indicated with red ink the buildings of common use, with yellow ink those of exclusive use for the S.N.C.F. and with green ink those for exclusive use of the I.S.R.

ARTICLE 15.

Execution of service in the station.

All the services in the Ventimiglia station, with exception of those in Article 13 and the service of Parcel Post will be considered as carried out in the common interest of both Rlys.

I.

The employees of the I.S.R. will carry out the following operations:

- a) dispatch and receive trains, preparation of corresponding documents and assignment of train staff; the Movement Branch employees should know the operation rules in force on the S.N.C.F. Rly and also the French language;
- b) complete service of passengers, luggage and dogs, including the collection of taxes and the drawing up of accounts;
- c) acceptance of goods outgoing from Ventimiglia to Italy, reconsignment of goods from Italy, including those destined for re-shipment and their custody in the storehouses;
- d) assessment of goods shipped from and to Italy, as well as incoming or outgoing goods from Ventimiglia and in transit; collecting of Transport and other Charges, due to departure arrival of shipments and account for (crediting or debiting) transport and other charges concerning shipments in transit to Italy;

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b) complete service of passengers, luggage and dogs, including the collection of taxes and the drawing up of accounts;

c) acceptance of goods outgoing from Ventimiglia to Italy, reassignment of goods from Italy, including those destined for re-shipment and their custody in the storehouses;

d) assessment of goods shipped from and to Italy, as well as incoming or outgoing goods from Ventimiglia and in transit; collecting of Transport and other Charges, due to departure or arrival of shipments and account for (crediting or debiting) Transport and other charges concerning shipments in transit from and to Italy;

e) drawing up of Way bills concerning Shipments from and to Italy whether arriving at or departing from Ventimiglia, or in transit, and keeping record of these documents;

f) delivery to train personnel, documents and goods for all transportations destined to Italy and or France,

- receiving on arrival of trains, the documents and goods carried, whatever may be their place of origin;

- these operations cannot be invoked for distribution of Indemnities, as established in Article 25;

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- g) the handling of luggage and goods which are put in the storehouse, depositing, Labelling, eventual Lead Sealing work and locking of Wagons, Disinfection and Weighing, use of Loading Appliances and of Customs tools and manufacturing of Customs Packings;
 - h) acceptance of transport claims to and from Italy, Questions dispute instructions to be submitted to Italian judicial authority, representation at Court and settlement of said disputed;
 - i) marshalling of trains, including coupling and coupling of intercommunicating bellows;
 - j) Movement and Shunting of rolling stock; it is understood that on request of the station, the locos of trains can carry out Shunting, these Shunts will be free of charge when their duration does not last more than half an hour, if for a longer period the charges will be debited to the common account, (Art. 24, para I, 3°);
 - k) handling of Signals, Switch Points and other Mechanisms;
 - l) Lighting, Cleaning and Supervision of Rooms and Tracks, Heating of Rooms;
 - m) Maintenance of Buildings and Plant, including equipment of Overhead Electric Lines, Italian system;
 - n) supply of Water, for the Joint Service as well as for Private Services;
 - o) supply of Steam for heating of Trains after the re-establishment of corresponding installations;
 - p) guarding the Level Crossing in the station area;
 - q) all the other operations of common interest, excluding those concerning the S.N.C.F. personnel as in the terms of para II of the present Article.
- For service operations from and to France (Movement, Passenger Service and Luggage, Accounts, Disputes, etc.) the employees of S.N.C.F. will observe the general and special rules of the S.N.C.F., as well as the Service Orders, Circulars and the Instructions which may be directed to the Stationmaster in Ventimiglia.

- II. The employees of the S.N.C.F. will carry out the following Operations :
- a) acceptance of outgoing goods from Ventimiglia to France; re-delivery of incoming goods from France, including those destined to re-shipment and their custody in the storehouse;

carry out shunting, these amounts will be free of charge when their duration does not last more than half an hour, if for a longer period the charges will be debited to the common account, (Art. 24, para I, 3°);

- k) handling of Signals, Switch Points and other Mechanism;
- l) Lighting, Cleaning and Supervision of Rooms and Tracks, Heating of Rooms;
- m) maintenance of Buildings and Plant, including equipment of Overhead Electric Lines, Italian system;
- n) supply of Water, for the Joint Service as well as for Private Services;
- o) supply of Steam for heating of Trains after the re-establishment of corresponding installations;
- p) guarding the Level Crossing in the station area;
- q) all the other operations of common interest, excluding those concerning the S.M.C.F. personnel as in the terms of para II of the present Article.

For service operations from and to France (Movement, Passenger Service and Luggage, Accounts, Disputes, etc.) the employees of S.M.C.F. will observe the general and special rules of the S.M.C.F., as well as the Service Orders, Circulars and the Instructions which may be directed to the Stationmaster in Ventimiglia.

II. The employees of the S.M.C.F. will carry out the following Operations :

- a) acceptance of outgoing goods from Ventimiglia to France; re-delivery of incoming goods from France, including those destined to re-shipment and their custody in the storehouse;
- b) assessment of Goods Shipment from and to France, the incoming as well as the outgoing from Ventimiglia and in transit; collecting Transport Charges and other Charges due to outgoing or incoming Shipments and charging up (crediting or debiting) the Transport charges and other dues which arise due to shipments in transit from and to France;
- d) drawing up of Way bills concerning shipments from ~~88~~ to France, the incoming and outgoing from Ventimiglia, those in transit, and keeping accounts of those shipments, Direction and Supervision of loading and off loading of

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goods from and to France, including those re-shipped or those destined for re-shipment;

d) acceptance of claims concerning transportation from and to France;

e) service of Small Parcels from and to France.

ARTICLE 14.

Custom.

Each Rly. will have at Ventimiglia a Special Agency accredited by both Customs.

Each agency will be in charge of operations by the Custom of their own country and collect or apply the corresponding charges for goods in transit, originating or terminating at Ventimiglia or goods re-shipped to this station.

Exceptionally, the French agency will carry out at both Customs, the work arising from transport for the exclusive service of their own Administration on account of the S.M.C.F., employees living or detached in Ventimiglia Station, and also on account of the French Public Administrations. They will also draw up statements (off loading list) to be given back to the Italian Customs, after the arrival of trains coming from France. Moreover, the Administration who is in charge of Transport going astray, will have to execute the Regularization Operations for both interested Customs.

ARTICLE 15.

Telegraph and Telephone Service.

The telegraph and telephone service will be carried out by the I.S.R. personnel for communications to Italy.

These personnel will also be in charge of Telephone Communications between the French stations concerning the circulation of trains on the French lines.

The personnel of the S.M.C.F. will use the Apparatus and Telephone Circuits for Communications concerning the Service which they carry out for themselves.

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ARTICLE 16.

Inspection and Exchange of Rolling Stock.

The Inspection, Delivery and Re-Delivery of Rolling Stock will be carried out in the common Ventimiglia station.

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ARTICLE 17.

Exchange of Goods.

Exchange of Goods will be carried out with the necessary way bills between train personnel and station personnel, in accordance with the regular orders in force on the Rly, which transported them, or in accordance with the prescribed common orders of transport shipment of Goods in the International Rly Service by rail.

It is understood that the lack of remarks of any abnormalities during the exchange will not be entitlement to avoid distribution of Indemnity as established in Article 25.

ARTICLE 18.

Heating, Lubricating and Inspection of trains.

Each Rly will with its own means, be responsible for inspecting, oiling, cleaning and washing its own trains.

The preheating of all trains leaving from the Ventimiglia station towards Italy or France will be provided by means of steam supplied from the existing fixed plant in the station.

The connections between the vehicles and the Fixed Plant, in order to introduce the steam into the trains, will be carried out at the Care and Expense of each Rly for its own trains.

ARTICLE 19.

Printed Matter.

The S.N.C.F. will supply the Printed Matter and Registers of any kind necessary for the carrying out of services, in conformity with their instructions, either by the S.N.C.F. personnel or I.S.R. personnel.

Similarly the I.S.R. will supply the printed matter and registers in conformity with their instructions.

Only the supply for the Common Service will be accounted on the expenses to be shared.

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Only the supply for the Common Service will be accounted on the expenses to be shared.

ARTICLE 20.

Rooms and Offices will be at the disposal of the S.N.C.F. in the Ventimiglia Station to allow them to carry out the service handed over to them.

The I.S.R. will give to the S.N.C.F. personnel attached to the Ventimiglia Station, the Offices and Rooms necessary to carry out services (Art. 13-14-15 & 16).

The I.S.R. will also supply to the S.N.C.F. personnel arriving at Ventimiglia with French trains and whose duty is to escort trains departing for France, a place in the Dormitory and Refectory. Moreover, they will put at their disposal a storehouse to store the necessary lighting material for trains.

ARTICLE XI.

Discipline in the Joint Ventimiglia Station.

Only the I.S.R. Administration has the right of discipline at Ventimiglia station and its dependencies.

The senior employees of the traffic department of the S.N.C.F. will issue orders to the I.S.R. Stationmaster which can be transmitted either direct or through a Representative, but only regarding the operations which the I.S.R. are charged to carry out for the service with France.

The I.S.R. will apply to their own personnel attached to Joint Service the proper Disciplinary action, in case of Negligency or Carelessness of any kind, which the S.N.C.F. believes opportune to advise.

On the other hand, the S.N.C.F. will apply to their own personnel the discipline in use on their Rly network for Negligency. Violations of Disciplinary orders in the Station and for Carelessness of any kind which the I.S.R. believe opportune to advise. These rules are extended to all personnel of the S.N.C.F. on duty in the Station, including Engine and Train Crews.

The Stationmaster of Ventimiglia and the Senior I.S.R. Authority in agreement with the S.N.C.F. Representative will control any operations executed in the joint interests by S.N.C.F. personnel.

Similarly, the Representative and the Senior Agent of the S.N.C.F., in agreement with the Stationmaster at Ventimiglia, will control the operations executed in the joint interest by I.S.R. personnel.

The contracting Administrations give to the Senior Employees of both Rlys the right to verify in the Ventimiglia station, as well as in the Control Offices the documents and account books, in order to verify the exactness of revenue accounted to the common credit (Art.28) and the revenue derived from the stretch from Ventimiglia to the Frontier (Art.7).

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Similarly, the Representative and the Senior Agent of the S.N.C.F., in agreement with the Stationmaster at Ventimiglia, will control the operations executed in the joint interest by I.S.R. personnel.

The contracting Administrations give to the Senior Employees of both Rlys the right to verify in the Ventimiglia station, as well as in the Control Offices the documents and account books, in order to verify the exactness of revenues accounted to the common credit (Art.28) and the revenue derived from the stretch from Ventimiglia to the Frontier (Art.7).

ARTICLE 28.

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Common Expenses.

The common expenses for the Ventimiglia Station include:

1. The Rent of Grounds, Buildings, Rails, Loading Ramps, Storehouses and all the other Service Plant constituting the Common Station according to Art. 12.
2. The expenses of working are detailed in Art.24.

ARRIOL 23.

Rent of Common Plant - Use of Primary Equipment - New Works -

The rent will be calculated on the rate of 5% per annum on the total of any expenses of Primary Equipment or for New Works, or for the Purchase of Land, Earthworks, Buildings, Construction of Buildings, Cisterns, Conduits and Hydraulic Watercolumns for engine supply, Yard Tracks, Turntables, Loading Cranes, Weigh Bridges, Heating Plants, Electrical Installations, Signal and Switch Towers, Furniture and Accessories. With effect from 1943 the charges will be raised to 10% owing to Survey, Management and Inspection Expenses.

The I.S.R. will furnish the capital for New Works, which it may be necessary to carry out in Ventimiglia station and concerning the Equipment in common use.

These expenses can be made only on previous Estimate agreed upon between both Rlys.

In conclusion :

1. The rent of the old installations and Transformation Works carried out as per agreement of 18-6-1939, for the period from 1st March 1940 (date of the last account) to 10 June 1940, will be paid out of the common fund.
2. The common capital account, with effect from the validity of the present Modus Vivendi, will be that of June the 10th 1940, increased by the amount due to works carried out after this date, on condition that they have been recognised as among those, for which the S.N.C.F. has given their agreement on the 18-6-1939.

In particular, this capital account will not include the expenses for temporary repairs to the Station Buildings.

ARRIOL 24.

Working Expenses of the Rly:

I. The Working Expenses will include :

- 1) The gross amount of Salaried and Competences Accessories of the Payrol paid to the I.S.R. and S.N.C.F. personnel, on duty or off duty owing to sickness, attached

loading cranes, weigh bridges, leveling machines, etc. Installations, Signal and Switch Towers, Furniture and Accessories. With effect from 1942 the charges will be raised to 10% owing to Survey, Management and Inspection Expenses.

The I.S.R. will furnish the capital for New Works, which it may be necessary to carry out in Ventimiglia station and concerning the Equipment in common use.

These expenses can be made only on previous Estimate agreed upon between both Rlys.

In conclusion :

1. The rent of the old installations and Transformation Works carried out as per agreement of 18-6-1939, for the period from 1st March 1940 (date of the last account) to 10 June 1940, will be paid out of the common fund.
2. The common capital account, with effect from the validity of the present Modus Vivendi, will be that of June the 10th 1940, increased by the amount due to works carried out after this date, on condition that they have been recognised as among those, for which the S.N.C.F. has given their agreement on the 18-6-1939.

In particular, this capital account will not include the expenses for temporary repairs to the Station Buildings.

ARTICLE 24.

Working Expenses of the Rly:

The Working Expenses will include :

- I) The gross amount of Salaried and Competences Accessories of the Payrol paid to the I.S.R. and S.N.C.F. personnel, on duty or off duty owing to sickness, attached to the common Ventimiglia station, for the respective attribution as per Art. 13-14-15-16 & 31; therefore, excluding the S.N.C.F. Representative, the Train Staff and those of the Material and Traction Services (1). The personnel attached to the registration and portage of Parcel Post and portage of correspondence transported on account of the Post Administration, their salary will not be included in the above expenses.

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(1) In order to keep account of the Patronal Charges, (Pension Funds, Subsidies, Various Supplies, Medical Attendances, and Supply of Medicines, Social Insurance, Birth Premiums, sharing School Expenses, Clothing, Administration, Messing, cooperative for Personnel, Expenses for Personnel in Hospitals, Sanatoria, etc.) the gross amount of these expenses and also the Drugs, etc. for such treatment, after deducting the transfer and removal indemnities will be raised on a Basic Charge of 1% for the Personnel enlisted in the Pension Fund and 4% for those who do not belong to it. These Basic Charges may be re-examined under the same conditions as established for train-km price.

2. The amount paid to the portage firms for all operations carried out on account of the common service;

3. The shunting expenses carried out with engines, tractors, electric bollards, horses, etc.;
In order to calculate these charges, the rates agreed between both Rlys will be applied and eventually re-examined under the same conditions as established for the price of Train-Km;

4. The charges established for Factories with Sidings in the Ventimiglia Station and those for Shunting relative to the Concession of Loading and Off Loading on determined places in the station;

5. The charges of Inspection and Maintenance of all Equipment of the Common Station: Buildings, Storerooms, Yards, Loading Cranes, Tracks and their Accessories, Electric Equipment, Safety Devices, etc. (Art. 12);

- in these expenses will also be included those for carriage of Permanent and Way Construction Material;
- the charges for Rent, Renewal and Repair of Tools of the personnel in charge of Maintenance of the Equipment in joint use.
For these charges a basic rate has been included in the rate of 8% of the amount of corresponding expenses of Personnel, also including the increase of patrol charges, etc.;

All the charges have been raised 50% for general expenses.

6. The charges for Heating, Illumination of all the Site in the Common Station (Art. 12) and the Maintenance of Equipment, taking into consideration the eventual substitution, and small expenses of every kind, including the supply of

2. The amount paid to the portage firms for all operations carried out on account of the common service;
 3. The shunting expenses carried out with engines, tractors, electric bollards, horses, etc.;
In order to calculate these charges, the rates agreed between both Rlys will be applied and eventually re-examined under the same conditions as established for the price of train-Km;
 4. The charges established for Factories with Sidings in the Ventimiglia Station and those for Shunting relative to the Concession of Loading and Off Loading on determined places in the station;
 5. The charges of Inspection and Maintenance of all Equipment of the Common Station: Buildings, Storehouses, Yards, Loading Cranes, Tracks and their Accessories, Electric Equipment, Safety Devices, etc. (Art. 12);
 - in these expenses will also be included those for carriage of Permanent and Way Construction Material;
 - the charges for Rent, Renewal and Repair of Tools of the personnel in charge of Maintenance of the Equipment in joint use.
For these charges a basic rate has been included in the rate of 5% of the amount of corresponding expenses of Personnel, also including the increase of patrol charges, etc.;
- All the charges have been raised 50% for general expenses.
6. The charges for Heating, Illumination of all the Site in the Common Station (Art. 12) and the Maintenance of Equipment, taking into consideration the eventual substitution, and small expenses of every kind, including the supply of writing materials and printed matter for joint use.
 7. The charges concerning the working of equipment for the re-heating of trains (Art. 18);
 8. The charges for water supply for the Joint Service;
 9. The taxes on all buildings and grounds of the Joint Station;

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10. the Indemnities that are charged to the community for accidents, (Art. 9 & 26) for abnormality (losses, thefts, damages, etc.) concerning the transported goods (Art. 25) as well as the resulting Judicial Expenses;
11. the General Expenses - IOM - on the value of inventories articles and Expendable Material, Writing Material and Printed Matter supplied from the Operation Services;
12. the expenses of Fuel Supplies, Oil, Petroleum, Furniture, Tools, Station Equipment and Transport carried out on account of the Joint Service, as well as the expenses for transport of Furniture and Station Equipment sent to be repaired or changed;
13. the expenses of transport of Household Goods (to be considered as Transport Services) of the Personnel of the Joint Service;
- in arrival at the common station for the I.S.R. personnel;
- in departure from the common station for the SNCF personnel;

14. all the other expenses which will be recognised - in agreement - as necessary for the joint Service and which are not expressly foreseen in para VI of the present Article.

When the transport indicated in the preceding points 5, 12 and 13 were carried out during the service, the resulting charges will be calculated on Basic Rates applying a Price per ten-km established by both Rlys and to be re-examined under the same conditions as established for train-km rate.

II.

The following list of Working Expenses will not be debited to the Joint account but will be borne by each Rly Administration.

1. the supply of Registers and Printed Matter of every kind destined to the Exclusive Service of each Rly (Art. 18);
2. the expenses concerning the Rent, Maintenance, Water Supply, and the Internal Service of Equipment reserved for the exclusive use of the Material and Traction Services of both Rlys (Art. 23.);
3. the Shunting Charges made on account of both Traction Services, as well as the necessary Shunting for Trains running on the stretch, even if not recognised as necessary for the Commercial Service on the line (Art. 8);
4. the Charges for Inspection, Lubrication and Cleaning of Trains (Art. 16);

13. the expenses of transport of Household Goods (to be considered as Transport Services) of the Personnel of the Joint Service;

- in arrival at the common station for the L.S.R. personnel;
- in departure from the common station for the SNCF personnel;

14. all the other expenses which will be recognised - in agreement - as necessary for the joint Service and which are not expressly foreseen in para II of the present Article.

When the transport indicated in the preceding points 5, 12 and 13 were carried out during the service, the resulting charges will be calculated on Basic Rates applying a Price per ton-km established by both Rlys and to be re-examined under the same conditions as established for train-km rate.

II.

The following list of Working Expenses will not be debited to the Joint account but will be borne by each Rly Administration.

1. the supply of Registers and Printed Matter of every kind destined to the Exclusive Service of each Rly (Art.19);
2. the expenses concerning the Rent, Maintenance, Water Supply, and the Internal Service of Equipment reserved for the exclusive use of the Material and Traction Services of both Rlys (Art.33.);
3. the Shunting Charges made on account of both Traction Services, as well as the necessary Shunting for Trains running on the stretch, even if not recognised as necessary for the Commercial Service on the line (Art.8);
4. the Charges for Inspection, Lubrication and Cleaning of Trains (Art.16);
5. the resulting liabilities from Cash Deficiencies due to errors in the handling of money or through Misappropriation

ARTICLE 15.

Responsibility - Distribution of Indemnities

Except for the agreed arrangements in Art.9 ⁵⁸ for charging damages deriving from accidents happening on the stretch from Ventimiglia to the Frontier, the Indemnities will be divided as follow :

The indemnities paid for damage concerning Carriage from or to France (Local and Transit Service) will be divided between both contracting Rlys, in conformity with dispositions and conventions concerning international Carriage by means of Rly.

The damages caused by Carriage in local service between Ventimiglia and Italy will be the exclusive charge of the I.S.R.

However, Damages due to Irregularity (Thefts, Losses, Damages, etc.) occurring in a way where blame can be determined in Ventimiglia Station through the fault of the Joint Service and ascertained with written Evidence will fall on the Joint Fund, with Deduction of the part which eventually could fall on third persons.

For those which have not been particularly detailed in the present Article, the above Agreements will hold.

ARTICLE 26.

Accidents.

The consequences of accidents caused to Third Parties, to Personnel, to Material and to Animals and to things including those caused to the fixed Equipment and Electrification System will be :

- a) at the sole charge of one of the Rlys, when these accidents were caused by any of its Private Equipment (Art.10) or due to acts of the Operating Personnel or Material for their Private Service.
- b) To divide the expenses between the two Rlys, when each of them has a responsible part in it, caused by their Private Equipment (Art.12) or by the fact of Operating Personnel or Material for their Private Service without the common interests being involved.
- c) At the charge of the Joint Fund and to be divided the same as the Working Expenses, when such accidents are caused from Equipment in Joint use or due to Operating Personnel and Material for the Joint Service, or also when there is a doubt as to the determination of the cause of accident.
- d) Divided between an Administration and the Joint Fund when the responsibility is divided between the Rly and the Joint Administration.

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For those which have not been particularly detailed in the present Article, the above Agreements will hold.

ARTICLE 26.

Accidents.

The consequences of accidents caused to Third Parties, to Personnel, to Material and to Animals and to things including those caused to the fixed Equipment and Electrification System will be :

a) at the sole charge of one of the Rlys, when these accidents were caused by any of its Private Equipment (Art.12) or due to acts of the Operating Personnel or Material for their Private Service.

b) To divide the expenses between the two Rlys, when each of them has a responsible part in it, caused by their Private Equipment (Art.12) or by the fact of Operating Personnel or Material for their Private Service without the common interests being involved.

c) At the charge of the Joint Fund and to be divided the same as the Working Expenses, when such accidents are caused from Equipment in Join use or due to Operating Personnel and Material for the Joint Service, or also when there is a doubt as to the determination of the cause of accident.

d) Divided between an Administration and the Joint Fund when the responsibility is divided between the Rly and the Joint Administration.

e) Divided into three equal parts between the Joint Fund and each of the two Rlys, if the Joint Fund and both the Rlys, have a part of the responsibility.

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Regarding the damages caused to Rolling Stock, there will be taken into consideration only those which under the International Regulation Terms have a right of Indemnity.

The cause of Accidents and the Responsibility which is involved, will be determined by an Enquiry held by the Representatives of both Rlys.

In case of no Agreement, both the Rlys will appoint an Arbitrator and submit to him the case. The Court of Enquiry will not take place, when the amount of damage can immediately be established in a sum not greater than 12,000 French Francs and in this case, the consequence of the accident will be divided by both Rlys.

The settlement of Indemnities eventually due to Third Parties, not belonging to the Rlys, will be made by the Rly concerned in the accident in accordance with Para (a) and by the I.S.R., in agreement with the S.N.C.F., in all the other cases.

The settlement of Indemnities due to personnel working in the Joint Service but employed by one or the other Rly, will be settled by the concerned employee's Rly.

ARTICLE 27.

FIRE

Each interested Rly bears the whole consequence of fire regarding damage to Buildings, to Equipment of Common Use, to Engines or other means of Traction, as well as to Vehicles arrived at the Common Station, Marshalled on Trains in Service or on Trains recognised as not necessary for the Commercial Service on the Stretch (Art.8) third para of point 3.

The Joint parties will be charged with the consequence of fire regarding damage caused to Buildings, Equipment and to Equipment of Common Use, as well as to Vehicles, excluding those detailed in the preceding para and to Goods in the Station, in Storehouses, in Wagons or on the Loading Ramp.

For damages suffered by Vehicles Marshalled on an arriving Train or Goods transported with such a Train, the Rly who provides the Traction will be the only party responsible for Damage, if it has been ascertained that the fire already existed in the train before its entrance into the Common Station.

ARTICLE 28.

Joint Revenue

will be settled by the concerned employee's Rly.

ARTICLE 27.

FIRE

Each interested Rly bears the whole consequence of fire regarding damage to Buildings, to Equipment of Common Use, to Engines or other means of Traction, as well as to Vehicles arrived at the Common Station, marshalled on Trains in Service or on Trains recognised as not necessary for the Commercial Service on the Stretch (Art. 2) third para of point 3.

The Joint parties will be charged with the consequence of fire regarding damage caused to Buildings, Equipment and to Equipment of Common Use, as well as to Vehicles, excluding those detailed in the preceding para and to Goods in the Station, in Storehouses, in Wagons or on the Loading Ramp.

For damages suffered by Vehicles Marshalled on an arriving Train or Goods transported with such a Train; the Rly who provides the Traction will be the only party responsible for Damage, if it has been ascertained that the fire already existed in the train before its entrance into the Common Station.

ARTICLE 28.

Joint Revenue

The revenue to be credited to the Joint account will include :

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I. the various collections cashed from the Factories with Sidings in the Ventimiglia Station and those which have the Loading or Off Loading Concession on determined places in said Station; however, the freight for Wagons brought into the Factories with Sidings will be assigned to the Rly who carry out the Transport.

2. the charges of Wagon Disinfection (Art. 31.)

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3. the charges for the rent of Station Refreshment Room, the recompense of the Newspaper Kiosks, Shops for the sale of Monopoly Goods; Exchange Office, Advertising, Distributor and Automatic Scales, etc.

4. the Rent of Premises and Area of any kind, including those destined to the Postal Administration.

Considering the minor importance of the Parcel Post Service in the Ventimiglia Station, the S.N.C.F. will not pay any Rent for the small Premises they occupy for such Service.

But it is understood that the Compensation, Subvention or Indemnity which are or could be granted by the French Government to the S.N.C.F. for the parcel lost Service and Dispatch, belongs exclusively to the S.N.C.F.

5. The collection for Water Supply, Lights and Heating from the personnel living in the Buildings of Joint Use, from other Administrations and from third persons.

8. Finally all other accessory Revenues with the exception of :

- collected charges from Custom Operations;
- demurrage charges on Goods and Cloak Room charges for Registered or Un-registered Luggage;
- Weighing Charges;
- expenses for Tarpaulins and other Expenses for Custom Seals, which will go to the interested Administration, whether collected by themselves or by the other Administration.

A R T I C L E 23.

Cloak Room Charges for Luggage - Demurrage
and Warehouse Charges for Goods.

The application of Cloak Room Charges for Luggage and Demurrage and Warehouse Charges will be carried out in conformity with the following dispositions :

I. Cloak Room Charges for registered or un-registered Luggage. The I.S.R. Personnel will apply for these charges the Italian tariffs. The collected charges for Luggage and Warehouse Charges will be paid in to the Private account

Government to the S.M.C.F. for the Parcel Post Service and Dispatch, belongs exclusively to the S.M.C.F.

5. The collection for Water Supply, Lights and Heating from the personnel living in the Buildings of Joint Use, from other Administrations and from third persons.

6. Finally all other accessory Revenues with the exception of:

- collected charges from Custom Operations;
- demurrage charges on Goods and Cloak Room charges for Registered or Un-registered Luggage;
- Weighing Charges;
- expenses for Tarpaulins and other Expenses for Custom Seals, which will go to the interested Administration, whether collected by themselves or by the other Administration.

A R T I C L E 29.

Cloak Room Charges for Luggage - Demurrage and Warehouse Charges for Goods.

The application of Cloak Room Charges for Luggage and Demurrage and Warehouse Charges will be carried out in conformity with the following dispositions:

1. Cloak Room Charges for registered or un-registered Luggage. The I.S.R. Personnel will apply for these charges the Italian tariffs. The collected charges for Luggage arrived from France will be paid in to the Private account of the S.M.C.F. and all the other Charges to the Private account of the I.S.R.

2. Charges for Demurrage (or Warehousing) from or to Vertimiglia including those to be re-shipped.

For Goods coming from France the demurrage (or Warehousing) will be applied by the S.M.C.F. in conformity with the Italian Tariff.

Only the demurrage (or Warehousing) is due to French Customs Operations will be paid according to the French Tariff.

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For Goods Tariff emanating from Ventimiglia for France, the French will apply the Italian Tariff, in order to determine the demurrage (or Warehousing) : The same for re-shipped Goods, for demurrage (or Warehousing) due after the presentation of the relative Documents, the French personnel will apply the Italian Tariff. If the demurrage should be due for French Customs Operation, then the French Tariff will be applied. The C.N.C.N. will collect only the above mentioned Demurrage Charges.

3. Demurrage Charges (or Warehousing) on Transit Shipments. For Goods arriving from France, the French Transit Agent will apply the French Tariff in order to determine said Charges when the demurrage (or Warehousing) takes place before the Goods are delivered to the Italian Transit Agent or when it is due to French Customs Operations.

Goods arriving from Italy will be under French Tariff when the demurrage takes place after their delivery to the French Transit Agent or when it is due to French Customs Operations. Only the demurrage (or Warehousing) charges will be carried to the account under the above conditions of the S.N.C.F.

It is understood with exception of the above mentioned cases the demurrage (or Warehousing) charges collected by the I.S.R. personnel will be determined on the basis of Italian Tariff and will belong to the I.S.R.

ARTICLE 32.

Luggage and Goods in Absence, Abandoned or Not Collected.

The assets or liabilities resulting from the sale of Goods or Luggage in Absence, Abandoned or Not Collected, in the Ventimiglia station, will be given to the Contracting Administrations on the conditions established by the C.T.N.

ARTICLE 31.

Disinfection Charges of Wagons.

The charges for Washing and Disinfection of Wagons will be determined according to Italian Tariff. They will be

the goods are delivered to the Italian Transit Agent or when it is due to French Customs Operations.

Goods arriving from Italy will be under French Tariff when the demurrage takes place after their delivery to the French Transit Agent or when it is due to French Customs Operations. Only the demurrage (or Warehousing) charges will be carried to the account under the above conditions of the S.N.C.F.

It is understood with exception of the above mentioned cases the demurrage (or Warehousing) charges collected by the I.S.R. personnel will be determined on the basis of Italian Tariff and will belong to the I.S.R.

ARTICLE 30.

Luggage and Goods in Abeyance, Abandoned or Not Collected.

The assets or liabilities resulting from the sale of Goods or Luggage in Abeyance, Abandoned or Not Collected, in the Ventimiglia station, will be given to the Contracting Administrations on the conditions established by the C.I.F.

ARTICLE 31.

Disinfection Charges of Wagons.

The charges for Washing and Disinfection of Wagons will be determined according to Italian Tariff. They will be paid to the credit of the Joint Account where the operations of Washing and Disinfection are carried out on the Joint Plant and by communal personnel. When the wagons cannot be Washed or Disinfected at the Ventimiglia Station, and each Administration is obliged to Wash and Disinfect them in another Station, the Wagons coming from their own line, then the Charges in question will be on the basis of the Italian Tariff, and the Administration who carried out the work will acquire the right to cash them.

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ARTICLE 32.

Division of Joint Expenses.

The excess of Joint Expenses of Common Account will be divided between both Rlys.

ARTICLE 33.

Rent - Maintenance - Operation of Plant in Private Use.

Each Rly, having in Ventimiglia Plant for its Exclusive Use (Art. 12), will pay in full, the Rent and the Maintenance of Operation, (Art. 24 para II-) due to this kind of service.

Consequently, the S.N.C.F. will have to pay to the I.S.R. the rent of said Plant, which will be calculated at the interest rate of 5% per annum, according to the Rules established in Art. 23 for the Common Plant and should Reimburse the I.S.R. the whole amount of Expenses which they may have advanced for the Maintenance of said Plant.

The New Works which it may be necessary to carry out in the Ventimiglia Station, concerning the plant in Exclusive Use by the S.N.C.F., will be carried out by the I.S.R. on the basis of the project agreed by both Rlys. The I.S.R. will provide the necessary expenses concerning these Works. These expenses will be raised on the rate of 10% entitlement for Planning, Management and Inspection Expenses.

ARTICLE 34.

Settlement of Accounts.

The I.S.R. will draw up every two months the accounts for Rent and Operation Expenses advanced in the Ventimiglia Station on account of the Community, the Exclusive Services of the S.N.C.F. as well as the Collections on Joint Account cashed by them in the Station and will submit them to the S.N.C.F. for acceptance.

Likewise the S.N.C.F. will undertake to ⁵²⁷draw up every two months the accounts of Expenses advanced for Operations

Each Fly, having in Ventimiglia Plant for its Exclusive Use (Art. 12), will pay in full, the Rent and the Maintenance of Operation, (Art. 24 para II-) due to this kind of service.

Consequently, the S.M.C.F. will have to pay to the I.S.R. the rent of said Plant, which will be calculated at the interest rate of 3% per annum, according to the Rules established in Art. 25 for the Common Plant and should Reimburse the I.S.R. the whole amount of Expenses which they may have advanced for the Maintenance of said Plant.

The New Works which it may be necessary to carry out in the Ventimiglia Station, concerning the plant in Exclusive Use by the S.M.C.F., will be carried out by the I.S.R. on the basis of the project agreed by both Flys. The I.S.R. will provide the necessary expenses concerning these Works. These expenses will be raised on the rate of 10% entitlement for Planning, Management and Inspection Expenses.

ARTICLE 34.

Settlement of Accounts.

The I.S.R. will draw up every two Months the Accounts for Rent and Operation Expenses advanced in the Ventimiglia Station on account of the Community, the Exclusive Services of the S.M.C.F. as well as the Collections on Joint Account cashed by them in the Station and will submit them to the S.M.C.F. for acceptance.

Likewise the S.M.C.F. will undertake to ⁵²⁷draw up every two Months the Accounts of Expenses advanced for Operations entrusted to them, as well as the Accounts of collections on Joint Account cashed by them and will submit them to the I.S.R. for acceptance.

The accounts have to be submitted in the Second Fortnight of the Third Month following the Two Month Period under consideration. They should be accepted, with or without reserve, in the month following their presentation. (I)

Each contracting Rly will have the right to verify at the Office of the other Rly, the Documents concerning such accounts.

The Settling of Accounts will take place in the month following that of presentation, by means of Reciprocal Monthly Current Account between both Rlys. (I)

Eventual Rectification on the presented Accounts will be included, for their settling in the above mentioned Current Account, immediately after their acceptance.

No right of Rectification will be accepted on Accounts presented more than 2 years ago.

ARTICLE 35.

Register of Common and Private Plant
Damaged due to the War.

The expense for rehabilitation of Common and Private Plant damaged due to War, will be the responsibility of the I.S.R.

ARTICLE 36.

Approval.

The present Modus Vivendi will be submitted by each contracting Rly for the approval of its Government, if considered necessary.

Nice, 16 December 1945.

For the S.N.C.P.

For the I.S.R.

(I) Special temporary derogation may be allowed, in the event of special circumstances, proving

Current Account, immediately after their acceptance.
No right of Rectification will be accepted on Accounts presented more than 2 years ago.

ARTICLE 35.

Register of Common and Private Plant
Damaged due to the War.

The expense for rehabilitation of Common and Private Plant damaged due to War, will be the responsibility of the I.S.R.

ARTICLE 36.

Approval.

The present Modus Vivendi will be submitted by each contracting Rly for the approval of its Government, if considered necessary.

Nice, 16 December 1945.

For the S.N.C.F.

For the I.S.R.

(1) Special temporary derogation may be allowed, in the event of one or both Rlys, under special circumstances, proving to have met particular difficulties preventing the carrying out of this Agreement.

PROCES-VERBAL

DE LA CONFERENCE TENUE A VIENNE DU 14 AU 16 DEC. 1945
ENTRE LES CHEMINS DE FER ITALIENS DE L'ETAT (F.S.) ET LA SOCIETE
NATIONALE DES CHEMINS DE FER FRANCAIS (S.N.C.F.)

Sont présents :

Pour la Société Nationale des Chemins de fer français :

M. DELACORTE, Ingénieur en Chef - Région Sud-Est
SEYMOUR, Ingénieur en Chef - Service V.B. Sud-Est
LONG, Ingénieur en Chef - Service Central M.
MELLET, Ingénieur en Chef - Service Central C.
SCHERER, Ingénieur en Chef - Service Central C.
ATHES, Ingénieur Principal - Service Central C.
MARCHADIER, Inspecteur Principal - Région Sud-Est
JULIEN, Ingénieur - Service M.T. Sud-Est
REBOUL, Inspecteur Principal Adjoint - Service V.B. Sud-Est
BARBOT, Inspecteur Principal Adjoint - Service de la Comptabilité Générale
des Finances
ROMBERTI, Inspecteur Divisionnaire de l'Exploitation - Région Sud-Est
MABOULET, Chef de Bureau - Service M.T. Sud-Est
ROGIER, Sous-Chef de Bureau - Division G Sud-Est
GILLOT, Représentant Adjoint de la S.N.C.F. en Italie
CARRE, Contrôleur de l'Exploitation - Région Sud-Est.

Pour la Commission Alliée en Italie

Maj. BARNES (T.C.)
Maj. SYGUS (Trans. Sub. Com.)

Pour les Chemins de fer italiens :

M. Lr. LANDI, Chef de Service, Service Commercial Rome
Ing. BIONDI, Chef de Service, Service Mouvement Rome
Ing. RENDA, Inspecteur Chef, Service des Travaux à Rome
Ing. CIRILLO, Inspecteur Chef, Service du Mouvement Rome
Ing. STROCCHI, Inspecteur Chef, Service de la Traction, Florence
Ing. FANELLI, -d- -d-
Dr. MARTANO, Inspecteur Chef, Service Commercial Rome
ALCHIODI, Inspecteur Principal Service Commercial, Rome
Maj. BETTINI, Inspecteur de 1ère cl. Service de la Comptabilité et des
Finances à Rome
M. SINTI, Inspecteur de 1ère cl. Service du Mouvement à Rome
MORITTA, Chef de Gare, Service du Mouvement à Gènes.

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1. DELACROIX en prenant la présidence de la réunion, souhaite la bienvenue aux Représentants de la Commission Alsacienne et aux Délégués Italiens et exprime l'espoir que des relations normales pourront bientôt être reprises entre les deux Administrations et qu'un accord sera rapidement réalisé sur les diverses questions qui ont motivé la réunion de cette Conférence.

Il est décidé d'un commun accord de répartir l'examen des diverses questions à l'ordre du jour entre plusieurs Sous-Commissions composées de représentants des Services intéressés de chaque Administration, afin d'accélérer les travaux de la Conférence.

Après examen des propositions des Sous-Commissions, les deux Délégations se sont réunies en séance plénière, et les décisions suivantes ont été prises :

Question 1 - Mise au point d'un modus-vivendi provisoire pour la reprise de l'exploitation de la gare commune de Vintimille et de la section de ligne correspondante.

Un modus-vivendi pour l'exploitation de la gare de Vintimille et de la section frontière, applicable à partir de la date de la reprise effective du trafic, a été mis au point par la Conférence et est annexé au procès-verbal.

Les précisions supplémentaires ci-après sont fournies :

Article 2 - La modification apportée à cet article par rapport au Traité de 1934 a pour but de le mettre en harmonie avec l'article 3 pour la circulation des trains de travaux.

Article 3 - La mise en service du tronçon, il restera des travaux à exécuter entre Vintimille et la frontière ; la dépense de ces travaux est acceptée par les F.S. ; leur exécution pourra être faite par les F.S. ; s'ils ne le peuvent pas, les travaux seront exécutés par la S.C.F.

Article 10 - L'ancien article du traité de 1934 a été modifié pour tenir compte de la nécessité de procéder à une reconnaissance plus complète du Chemin de fer et de fixer les travaux à exécuter.

Article 12 - Il est précisé que les F.S. avaient adressé le 9 Mars 1939, un projet de modification de la gare de Vintimille. La S.N.C.F. a donné un accord de principe à ce projet le 16 Juin 1939, demandant à cette occasion quelques précisions sur diverses installations projetées.

Les F.S. ont par la suite adressé deux dossiers, le 28 Novembre 1939 et le 13 Mai 1940 ; par suite de la guerre aucune réponse n'a été faite à ces deux envois.

Les F.S. auront donc à adresser à nouveau les pièces en cause pour permettre à la S.N.C.F. de donner un avis définitif.

Pendant la guerre, les F.S. ont continué pour leur compte les travaux de modification de la gare de Vintimille ; celle-ci a en outre été bombardée.

Les destructions ou modifications empêchant de faire actuellement une description complète des installations à usage exclusif analogue à celle existant dans l'ancien Traité.

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Cependant, il est possible d'établir un plan fixant les zones respectivement attribuées à chaque Administration et à la communauté.

Pour ce qui est du bâtiment des voyageurs, un accord ultérieur interviendra après approbation définitive par la S.N.C.F. du projet de transformation de la gare. Pour la fixation immédiate du loyer, un plan provisoire donnant la répartition des locaux est également joint au modus-vivendi.

Articles 23 et 34 - La thèse italienne est que la réparation des dommages de guerre incombe entièrement au Gouvernement sur le territoire duquel se trouvent les installations endommagées, quel qu'en soit le propriétaire.

Les F.S. entendent en effet ne pas participer aux frais de remise en état des installations endommagées par faits de guerre qu'ils peuvent avoir en France à leur usage exclusif ou à usage commun. Ils visent en particulier le cas de Modane et Breil.

C'est pourquoi dans le cas particulier de Vintimille, ils acceptent de prendre à leur charge toutes les dépenses de l'espèce qui seront nécessaires, à condition que les mêmes dispositions soient prises pour Modane.

La Délégation Française fait remarquer qu'il n'est pas possible de faire un parallèle entre Vintimille et Modane.

Cette dernière gare est en effet beaucoup plus gravement avariée que Vintimille et ne sera vraisemblablement pas rétablie dans son état antérieur.

La S.N.C.F. sera donc conduite à établir un projet qu'elle soumettra à l'accord des F.S. avec une proposition de répartition des dépenses en augmentation de patrimoine. Il n'est pas possible de donner à l'heure actuelle plus de précisions.

En ce qui concerne FRSH pas d'objection à accepter la thèse Italienne.

Dans ces conditions, le compte Capital à prendre en considération pour les installations à usage commun de la gare de Vintimille est celui correspondant à la situation au 10 Juin 1940, modifié pour tenir compte des travaux exécutés par les F.S. dans l'intérêt de la communauté.

Articles 14-21 et 22 - A la demande des F.S. la S.N.C.F. Accepte, pour les articles 14 (Dotations), 20 (Recettes communes) et 29 (Taxes de Consigne ...) des libellés conformes à ceux des articles correspondants du modus-vivendi de Modane. Il est toutefois précisé que cet accord ne préjuge pas de ce qui sera adopté au moment de l'établissement des traités définitifs.

Article 16 - Les F.S. envisageaient le retour pur et simple aux dispositions du traité de 1934, pour l'application du R.I.C. et du R.I.V.

La S.N.C.F. indique qu'en raison des circonstances (notamment existence de matériel français important en Italie), cette règle ne peut être appliquée telle quelle.

De toutes façons, la S.N.C.F. ne pouvait accepter qu'une règle de restitution ou de compensation du matériel dans la mesure qui suit celle de la gare commune. Dans ces conditions, les deux Administrations, en attendant que les gouvernements intéressés se soient mis d'accord sur les conditions d'échange de

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matériel roulant, appliqueront provisoirement les règles suivantes :

Toutes les marchandises transitant à Vintimille seront transbordées, en principe, à cette gare.

Toutefois, des accords particuliers pourront être conclus entre les deux Administrations afin d'éviter le transbordement de certains transports. Ces accords préciseront les conditions dans lesquelles le matériel fourni par l'une des Administrations devra lui être restitué.

Les après de chargement suivront le sort des wagons correspondants.

Pour les voitures, des accords fixeront dans chaque cas particulier les conditions dans lesquelles le matériel sera livré et restitué.

Toutes conditions techniques du R.I.C. et du R.I.V. seront maintenues pour tout ce qui n'est pas contraire aux dispositions qui précèdent.

Question II - Mise au point d'un modus-vivendi provisoire pour la reprise de l'exploitation de la gare commune de Modane et de la Section de ligne correspondante.

Les Représentants de la S.N.C.F. considèrent que, malgré l'interception du tronçon frontière, le modus-vivendi de 1941 régissant la gare commune de Modane n'a jamais cessé d'être applicable et continu à rester en vigueur.

Les Représentants des F.S. font remarquer qu'ils sont obligés de soumettre la question à leur gouvernement, cette question dépassant leur compétence spécifique.

Il reste entendu que, avant la reprise du trafic via Modane, il sera nécessaire de mettre à jour le modus-vivendi avec les nouvelles conditions de fait en s'inspirant de ce qui a été fait pour Vintimille.

Question III - Trafic Voyageurs et Bagages entre la France et l'Italie - Conditions de reprise - Prescriptions de décompte et de liquidation.

Dès la reprise de la circulation sur la section de ligne de Vintimille à la frontière, des billets directs seront délivrés entre Vintimille et des gares S.N.C.F. aux conditions d'un tarif provisoire (voyageurs - bagages accompagnés et chiens) dont le projet est remis par les Représentants de la S.N.C.F. aux Représentants F.S. Les F.S. feront connaître sans retard les taxes afférentes au parcours de Vintimille à la frontière à inscrire dans ce tarif.

La gare de Vintimille délivrera des billets uniquement pour les destinations - gares comprises entre la frontière et Nice inclus - indiquées au tarif.

Toutes les gares S.N.C.F. délivreront des billets pour Vintimille.

La limitation à Nice au départ de Vintimille est justifiée par le déséquilibre qui résulterait entre les quote-parts italiennes encaissées en France et les quote-parts françaises encaissées à Vintimille, sans compensation possible dans le trafic via Modane qui ne pourra certainement être repris que bien après celui via Vintimille.

Il est entendu que, lorsque la voie de Modane sera rouverte au trafic, la question de limitation à Nice devra être réexaminée.

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Le montant des billets S.N.C.F. vendus par le bureau S.N.C.F. de Vintimille et le produit d'enregistrement des bagages seront versés en liras à la Caisse F.S. de la gare. Les F.S. en créditeront la S.N.C.F. dans le compte en liras tenu à Firenze ; en contre-partie, la S.N.C.F. créditera les F.S. de leurs quote-parts sur le produit des billets vendus et des bagages enregistrés.

La Conférence estime qu'il est nécessaire d'établir rapidement un tarif direct qui permettra de délivrer, dès la mise en circulation des trains directs via Vintimille, des billets directs entre les gares intérieures italiennes et les gares S.N.C.F. Les F.S. proposent de renvoyer l'étude de cette question à une Conférence qui pourrait se réunir en Italie au début de février 1946 ; la S.N.C.F. précisera la date qui lui conviendrait.

Il est rappelé qu'une Conférence qui s'est tenue à LUGANO les 22, 23 Novembre 1945 a décidé qu'un tarif direct entre la France et l'Italie, via la Suisse, serait mis en vigueur le plus rapidement possible.

Le texte du tarif ainsi que les prescriptions de décompte et de liquidation ont été étudiés par une Commission qui s'est réunie à Berne les 4 décembre 1945 et jours suivants.

Question IV - Vente des coupons d'Agence des F.S. en France et de la S.N.C.F. en Italie par les Agences de Voyage.

Le versement à l'Administration intéressée du produit de la vente des coupons S.N.C.F. en Italie et des coupons F.S. en France s'effectuera par l'intermédiaire de l'Administration ferroviaire du pays où se trouve l'Agence émettrice. Cette dernière n'aura pas à contrôler les comptes de l'Agence qui les adressera directement à l'Administration créancière.

Le taux de conversion à appliquer par l'Agence sera, conformément aux décisions de l'U.I.C., celui fixé par le Chemin de fer du pays où travaille l'Agence.

L'Administration servant d'intermédiaire pour les règlements ne devra supporter aucun risque de ce fait. Pour qu'il en soit ainsi l'Administration créancière sera créditée par l'Administration ferroviaire servant d'intermédiaire dans la monnaie dans laquelle elle aura reçu les versements des Agences de voyages.

Ces dispositions admises en principe dès à présent, n'entreront en application que lorsque les F.S. jugeront possible de confier à nouveau aux Agences de Voyages la vente de coupons d'Agences sur leurs parcours. Le régime d'admission des voyageurs dans les trains actuellement en vigueur en Italie ne rend en effet pas opportune cette vente. Dans le trafic franco-italien par voies directes ou en transit par d'autres pays, la S.N.C.F. calquera son attitude sur celle des F.S. pour la remise de coupons aux Agences de Voyages.

Question V - Trafic de marchandises entre la France et l'Italie - Conditions de reprise, prescriptions de décompte et de liquidation.

1°) Trafic échangé entre la France et l'Italie.

a) - Trafic passant par la frontière franco-italienne.

La Conférence adopte les règles suivantes :

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Les transports seront soumis aux prescriptions de la Convention Internationale concernant le transport des marchandises par Chemin de fer (C.I.M.) et de ses dispositions complémentaires uniformes; compte tenu, tout-fois, des dispositions complémentaires spéciales ci-après :

Obligation pour le Chemin de fer de transporter (art. 5 de la C.I.M.)

Les marchandises ne seront admises au transport que par wagons complets expédiés en petite vitesse; les transports ne seront acceptés que dans la mesure des possibilités d'exploitation existantes.

Délais de livraison (art. II de la C.I.M.)

Les dispositions concernant les délais de livraison ne seront pas applicables.

Paiement des frais de transport (art. 17 de la C.I.M.)

Les envois devront, obligatoirement, être effectués, dans les deux sens du trafic franco de tous frais jusqu'à la frontière franco-italienne.

Remboursements et débours (art. 19 de la C.I.M.)

Les remboursements et débours ne seront pas admis.

Déclaration d'intérêt à la livraison (art. 35 de la C.I.M.)

La déclaration d'intérêt à la livraison ne sera pas admise.

Les représentants des F.S. attirent l'attention sur le fait qu'étant donné le régime de responsabilité actuellement appliqué en Italie, il n'est pas certain que les F.S. acceptent qu'il soit fait application de la C.T.M. aux transports qui seront échangés via Vintimille et Rodane.

Les Représentants de la S.N.C.F. font observer que les F.S. font application de la C.T.M. aux transports échangés entre l'Italie et la Suisse; ils demandent qu'il soit également fait application de la C.T.M. aux transports passant par la frontière franco-italienne; s'il n'était pas fait application de la C.T.M. on serait conduit à faire procéder à une reconnaissance contradictoire à Vintimille et à Rodane; il est vivement désirable d'éviter cette opération.

Les F.S. examineront la question et feront rapidement connaître le résultat de cet examen.

Dès maintenant, ils acceptent que la C.T.M. soit immédiatement appliquée aux transports en provenance ou à destination de Vintimille. Tant que la décision des F.S. pour le trafic avec les gares intérieures italiennes ne sera pas connue, l'acceptation des transports sera limitée au trafic de ou pour Vintimille.

b) Trafic passant en transit par la Suisse -

La Conférence serait disposée à appliquer pour ce trafic les mêmes règles d'acceptation que pour le trafic passant par la frontière franco-italienne. Toutefois, en ce qui concerne le paiement des frais de transport, il serait fait application de la règle suivante :

Les envois seraient obligatoirement effectués en port payé jusqu'à la frontière du pays de départ, en port dû au-delà.

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Les dispositions de la C.T.A. seraient appliquées.

La S.N.C.F. saisira les C.F.V. de la question.

2°) Trafic échangé entre la France et les au-delà de l'Italie.

Ce trafic ne sera pas repris pour le moment.

3°) Trafic échangé entre l'Italie d'une part, le Luxembourg, la Belgique et la Hollande d'autre part, en transit par la Suisse.

La Conférence serait disposée à appliquer pour ce trafic les mêmes règles que pour le trafic entre la France et l'Italie en transit par la Suisse. Toutefois, ce qui concerne le paiement des frais de transport, il serait fait application de la règle suivante :

Les envois seraient obligatoirement effectués en port payé jusqu'à la frontière italienne, en port dû au-delà.

La S.N.C.F. saisira de la question les Chemins de fer intéressés non présents à la Conférence.

Question VI - Transmission d'écritures pour les transports militaires alliés échangés entre la S.N.C.F. et les F.S.

Les prestations de transport assurées en France en faveur des armées alliées ne sont payées à la S.N.C.F. que sur présentation par elle d'écritures régulières de transport du modèle réglementaire prévu par les autorités militaires alliées.

Il lui importe donc que les transports en provenance d'Italie soient toujours accompagnés de ces documents.

Les Représentants de la S.N.C.F. remettent aux Représentants des F.S. un projet d'instructions comptables basées sur ces principes.

Ces derniers font observer qu'ils accepteraient ces projets si les Autorités alliées mettaient les F.S. à même de s'y conformer ; mais, jusqu'à présent, les transports alliés en Italie se sont le plus souvent effectués sans documents.

Les deux Délégations croient devoir attirer l'attention des Représentants présents de l'Allied Commission (C.A.F. - Rome) sur la nécessité de faire toujours accompagner par des documents réglementaires les transports intéressant la S.N.C.F., sur une partie de leur parcours.

Question VII - Mise au point des accords provisoires pour la tenue des comptes réciproques entre la S.N.C.F. et les F.S.

S'inspirant des accords établis le 15 Janvier 1941 et modifiés le 13 Juin de la même année, et tenant compte de l'expérience acquise et de la situation nouvelle, la S.N.C.F. et les F.S. ont arrêté de nouveaux accords pour la tenue de leurs comptes réciproques, accords qui doivent entrer en vigueur dès la reprise effective du trafic que cette reprise ait lieu par les points frontières franco-italiens ou en transit par la Suisse.

Ces accords n'ont été réalisés qu'après examen des réserves formulées par la Délégation Italienne sur les trois questions suivantes :

1^{re}) Article 6 - La Délégation italienne aurait voulu que tous les comptes réciproques fussent tenus en francs français. La Délégation française estime, par contre, que les comptes doivent être tenus dans la monnaie d'origine de la dette ou de la créance, ce qui implique, pour chaque administration, tout au moins la tenue d'un compte en francs français et d'un compte en liras, puisque la mise en vigueur de tarifs directs est basée sur la soumission des textes françaises et italiennes.

C'est ainsi que le 4 Décembre et jours suivants, à la Conférence du trafic Voyageurs et Bagages Pays-Bas, Belgique, Luxembourg et France sur Italie, en transit par la Suisse et vice-versa, les F.S. ont indiqué leurs quote-parts en liras dans le tableau des prix faisant partie intégrante du tarif en cours d'élaboration.

Si, néanmoins, les F.S. maintenaient leur demande d'être créditées dans tous les cas dans la monnaie d'encaissement, et si cette demande était agréée par la S.N.C.F. et l'Office Français des Changes, les accords en discussion ne s'y opposeraient pas ; les inscriptions dans les comptes en liras tenus à Paris seraient seulement moins nombreuses ; mais la tenue des comptes ne s'en imposerait pas moins. Seule la rubrique " quote-parts F.S. " des billets intérieurs S.N.C.F. en provenance ou à destination de Vintimille et des billets directs vendus en France figurant sous II, 1^{re} b) de l'article 6 serait transposée sous II, 2^{re} a).

2^{de}) Article 7 - La Délégation italienne, arguant des conditions difficiles actuelles de travail des agents des F.S. demande que la date de présentation des relevés du mois (a) soit fixée au 15 du mois (a + 1) et non pas au 10 de ce mois. La Délégation française déclare préférable de ne pas modifier la date prévue par le projet, qui est la même que celle déjà admise dans les précédents accords avec les F.S. et adoptée également dans les accords ultérieurs passés par la S.N.C.F. avec d'autres administrations étrangères. Sur l'insistance de la Délégation italienne, il est convenu de différer de 5 jours l'envoi des relevés tant que les conditions de travail ne seront pas redevenues normales pour les agents des F.S.

3^{de}) Article 9 - La Délégation italienne est surprise de la clause prévoyant des intérêts de retard qu'elle voit apparaître pour la première fois dans des accords financiers réalisés avec d'autres administrations de Chemin de fer et déclare ne pouvoir accepter cette proposition qu'après en avoir référé à sa Direction Générale. La Délégation française insiste pour l'insertion de la clause dont il s'agit, qui est pour elle absolument générale et figure maintenant dans tous les contrats passés avec les administrations publiques françaises, les particuliers et les Administrations de transports françaises et étrangères.

Question VIII - Liquidation des dettes et créances arriérées inscrites aux comptes réciproques.

La Délégation française présente un résumé des comptes arriérés, décomposé en deux périodes : période antérieure à Juin 1940, période postérieure à Juin 1940.

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1^{re} - Période antérieure à Juin 1940

Les chiffres de la S.N.C.F. s'élèvent :

- à son débit, à 7.777.833,57 livres
- à son crédit, à 5.355.570,21 francs français

Les chiffres des F.S. s'élèvent :

- au débit de la S.N.C.F. à { 7.452.540,14 livres
334.953,78 francs français
114.741,97 francs or
3.864,55 francs belges
- au crédit de la S.N.C.F. à { 120.125,72 livres
4.317.420,21 francs français
50.247,33 francs or
1.111-1) -0 livres st.

Les deux Délégations conviennent, en vue de faciliter les vérifications nécessaires, de rétablir les chiffres de la S.N.C.F. dans la monnaie d'expression originale par une conversion inverse de celle qu'elle a précédemment faite, cette conversion ne préjugant en rien du cours auquel le règlement final pourra avoir effectivement lieu après accords gouvernementaux.

Chaque Administration entreprendra le pointage des relevés qu'elle a reçus de sa correspondante et lui signalera, somme par somme avec libellé et référence, les différences qu'elle aura constatées par rapport à ses propres écritures.

2^e) Période postérieure à Juin 1940.

Pour toutes les sommes qui n'ont pas encore fait l'objet de relevés envoyés et approuvés, chaque Administration enverra à sa correspondante les relevés mensuels détaillés dont l'établissement a été différé en raison des circonstances.

Pour la période pendant laquelle l'acceptation des relevés a encore pu être donnée, mais le règlement non effectué, il sera procédé, comme pour la période 1^{re}) ci-dessus. Les différences à expliquer ressortent des chiffres suivants qui s'élèvent d'après la S.N.C.F. :

- à son débit à 19.143.851,23 livres
- à son crédit à 40.280.067,55 francs français

et d'après les F.S. :

- au débit de la S.N.C.F. à 18.734.698,77 livres
- au crédit de la S.N.C.F. à 34.900.034,34 francs français

Il est bien entendu que la liquidation des comptes arriérés est totalement indépendante des comptes qui vont naître de la reprise du trafic entre les deux pays.

Sur la demande de la Délégation Italienne, il est décidé que le ⁵⁷57^e point définitive des comptes arriérés, dégrossie par correspondance, sera faite par contacts directs entre les fonctionnaires intéressés des deux Administrations.

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Facturation des prestations traction et d'accompagnement pendant la période du 10 Septembre 1943 au 14 Août 1944.

Pendant la période du 10 Septembre 1943 au 14 Août 1944, la S.N.C.F., après avoir repris possession de la gare de Ponton a assuré des transports de pénétration entre la frontière et la gare de Vintimille.

Le traité de la gare de Vintimille ayant été supprimé par la volonté expresse de l'Italie en 1940 et la gare de Vintimille ayant, de ce fait, perdu son caractère de gare commune, les Représentants de la S.N.C.F. font connaître qu'ils factureront aux F.S. les prestations de traction et d'accompagnement des trains ayant circulé pendant cette période sur la section de ligne de la frontière à Vintimille.

Ces prestations seront facturées sur la base du prix de kilomètre-train prévu au procès-verbal de la Conférence de Turin du 18 Juin 1941, soit 36 francs français.

Par contre, la S.N.C.F. acceptera des F.S., pour la période considérée, la facturation des fournitures d'eau et de charbon qui auraient pu être faites aux machines de la S.N.C.F. en gare de Vintimille.

Aucune autre facturation n'est à faire à la S.N.C.F. au titre de la gare de Vintimille pour la dite période.

Les Représentants des F.S. répondent qu'ils sont dans l'obligation de soumettre la question à leur gouvernement.

Question VIII - Taux et calcul de la redevance par kilomètre-train à la charge des F.S. sur le tronçon Vintimille-frontière française.

Les délégués des deux Administrations ont fixé les redevances suivantes :

a)	pour chaque Km-train	(en francs français)	122 fr.
b)	-d°- Km-autorail	-d°-	47 fr.
c)	-d°- Km-aut-couplé	-d°-	88 fr.
d)	-d°- Km-aut-jumelé	-d°-	95 fr.

Taux des redevances à décompter par heure de machines de manœuvres et de locotracteurs à la gare de Vintimille

Les délégués des deux Administrations ont convenu des taux suivants :

a)	manœuvres avec locomotives (en francs français)	300 fr.
b)	locotracteurs	190 fr.

Question IX - Remboursement par les F.S. de la valeur du mobilier, de l'outillage, des matières premières appartenant à la S.N.C.F. et non retrouvés à Ponton, Ponton-Gare, Ponton-Saorge, Vintimille.

Les délégués français fournissent les renseignements suivants sur ces prélèvements :

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1°) Menton

Outilsage	165.419.	
Mobilier	93.559.	
Approvisionnement	71.000	
Total	330.409	330.409

2°) Fontan-Saorge

Outilsage	93.559
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3°) Vintimille

Outilsage	218.000
Mobilier	258.436
Approvisionnement	1.495.000
Total	1.972.396

4°) Matériels du Service de la Voie 75.117

Total 2.471.481 francs français

La S.N.C.F. portera ces sommes au débit des F.S. dans les comptes réciproques.

Les délégués italiens font remarquer que cette question ne rentre pas complètement dans le cadre ferroviaire et que, d'autre part, ils n'ont aucun élément d'appréciation pour discuter le bien fondé de la demande de remboursement présentée par la S.N.C.F.

Question X - Fixation et paiement des indemnités dues pour l'utilisation de 42 machines S.N.C.F. emmenées en Italie et remise en état de celles revenues en France.

Les délégués français fournissent en séance un tableau donnant le décompte complet des indemnités réclamées par la S.N.C.F., qui s'élèvent à la somme de 6.213.617 francs français pour les 41 locomotives de ligne et se décomposant comme suit :

- Remise en état des machines après restitution	326.297.-
- Redevance pour l'utilisation du matériel	5.827.320.-

En outre, la S.N.C.F. facturera aux F.S., sur les mêmes bases, la location de la locomotive 040 T.A.I. emmenée en Italie en Septembre 1944, et non encore restituée ce jour.

Au cas où cette locomotive aurait été détruite, la location cesserait de plus du jour de la signification à la S.N.C.F. de l'impossibilité de la restituer, et la valeur de la locomotive serait facturée aux F.S. au cours du dit jour.

La S.N.C.F. portera ces sommes au débit des F.S. dans les comptes réciproques.

Les délégués italiens prennent sur cette question la même position que pour la question IX.

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Question XI - Inscriptions dans les comptes réciproques et règlement des frais de transport dus à la S.N.C.F. pour les envois L.A.T.I.

Question retirée de l'Ordre du Jour.

Question XII - Paiement des frais de transport dus à la S.N.C.F. pour les convois militaires italiens en zone non occupée (Application de la Convention de Monton).

Les transports peuvent être scindés en deux catégories :

- 1°) les transports de voyageurs
- 2°) les transports de matériel et les transports de ravitaillement.

La Délégation italienne rappelle que les F.S. ont déjà été débités des frais des transports de la première catégorie dont le montant total s'élève à environ 900.000 fr. Le chiffre exact sera déterminé d'accord entre les deux Administrations.

Quant aux transports de la deuxième catégorie, la délégation française reconnaît qu'ils ne sauraient être mis à la charge des F.S., car ils constituent en réalité une créance de la S.N.C.F. sur le gouvernement italien.

Pour permettre à la S.N.C.F. d'accélérer dans toute la mesure du possible, le règlement de cette créance, la délégation F.S. accepte de recevoir les duplicata des papiers remis au représentant du gouvernement italien à la Commission de Turin, de les vérifier et de donner officiellement à la S.N.C.F. son accord sur le décompte ainsi préparé éventuellement rectifié. Le montant total de ces frais s'établit actuellement à environ 820.000 fr.

Question XIII - Taxation du montant des frais dus à la S.N.C.F. pour les transports militaires italiens en France et paiement de ces frais.

La délégation italienne croit pouvoir mettre à la disposition de la S.N.C.F. tous les comptes présentés par la S.N.C.F. pour cette catégorie après reconnaissance de l'exactitude de leur montant par un expert italien. D'ores et déjà, il semble que le montant " Trains complets, unités constituées, et matériel, wagons isolés et rames " s'élevant d'après la S.N.C.F. à 90.575.400 fr. sera reconnu exact.

Quant au montant des frais de transport Voyageurs, il s'élève, d'après la S.N.C.F. à 22.027.275 fr., alors que l'expert italien n'aurait pour le moment en sa possession que des décomptes pour une somme d'environ 4.000.000 fr. Il importe de rechercher les causes de cette différence.

La délégation F.S. fait en outre observer que le montant des frais de transport marchandises devra, avant règlement, être imputé du montant des pertes et avaries dont les procès-verbaux ne sont plus en possession ni des F.S. ni des autorités militaires italiennes.

La S.N.C.F. propose de procéder par forfait à la liquidation de ces indemnités adoptant un coefficient de réduction sur le montant total des frais de transport. Ce coefficient forfaitaire sera établi sur une période d'un mois que choisiraient les autorités italiennes dans une période où le trafic peut être considéré comme ayant été normal. Les F.S. s'engagent à transmettre cette proposition aux Autorités italiennes à fixer la S.N.C.F. sur la décision prise. Il reste bien entendu que les sommes restées finalement dues seront réglées à la S.N.C.F. à l'initiative des gouvernements intéressés.

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Chaque Administration fait son affaire de la soumission à son Gouvernement des questions pour lesquelles l'accord de ce dernier est nécessaire.

Les questions dans lesquelles la Commission Alliée a un intérêt particulier seront soumises par les F.S. à l'examen ultérieur de cette Commission (qui représente le "Central Mediterranean Forces") avant toute application.

Six copies du procès-verbal de la Conférence doivent être adressées à la "Transportation Sub Commission" de la Commission Alliée à Rome.

NICE, le 16 Décembre 1945

Pour la S.N.C.F.

signé : DELCARTY.

Pour Les Chemins de fer italiens de l'Etat :

signé : LADRA

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