

ACC

AC/TAS/R/16

10000/148/2549

CON
APR 1

10000/148/2549

CONTRACTS
APR. 1944-JUL. 1945

CONTRATTO

Con la presente privata scrittura da avere come pubblico atto ad ogni effetto di legge, tra la Commissione Alleata, qui nominata "La Commissione" e _____,

cui nominato "il Contraente", in data _____ 1945, si è convenuto e si stipula quanto segue.

Art. 1.

Tutti gli automezzi ed i loro rispettivi equipaggiamenti, appartenenti alla Commissione e ad altri Enti del Governo Alleato, nonché quelli consegnati al Governo Italiano dal Governo Alleato, verranno riparati secondo le modalità previste nel presente contratto allorché la Commissione ne ritenga necessaria la loro riparazione.

Art. 2.

Gli automezzi ed i loro rispettivi equipaggiamenti, una volta ritenuti abisognevoli di riparazione, secondo le modalità del presente contratto, dovranno avere la precedenza assoluta su ogni altro lavoro in atto nell'officina del Contraente.

Art. 3.

Nei locali dell'Officina verrà allestito un magazzino per le parti di ricambio degli automezzi, accessori e lubrificanti. Il Tale magazzino sarà recintato e garantito da manomissioni. Il personale militare o civile, preposto a tale incarico dalla Commissione, è ritenuto responsabile dell'immagazzinamento, uscita e cura sione, è ritenuto responsabile dell'immagazzinamento, accessori e lubrificanti etc.....; il

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cui nominato "il Contraente", in data _____ 1945, si è convenuto e si stipula quanto segue.

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Art. 3.

Nei locali dell'Officina verrà allestito un magazzino per le parti di ricambio degli automezzi, accessori e lubrificanti. Tale magazzino sarà recintato e garantito da macchinari. Il personale militare o civile, preposto a tale incarico dalla Commissione, è ritenuto responsabile dell'immagazzinamento, uscita e cura delle parti di ricambio, accessori, lubrificanti etc....; il suddetto personale avrà accesso nei suddetti locali in ogni momento.

Art. 4.

Per i lavori previsti dal presente contratto, le parti di ricambio ed i lubrificanti saranno forniti dalla Commissione o dal Governo alleato, quando possibile.

Art. 5.

Il Contraente fornirà a sua volta gli attrezzi, i macchinari, l'equipaggiamento, gli impianti d'officina, i locali, il personale direttivo dell'officina stessa nonché la mano d'opera.

Art. 6.

Tutti i lavori devono essere fatti con celerità ed a regola d'arte. Il lavoro sarà dichiarato soddisfacente da colui o da coloro, militari o civili, che saranno preposti a tale incarico dalla Commissione. I medesimi saranno considerati sovrintendenti tecnici e avranno accesso nei locali in ogni momento per ispezionare i lavori in via di sviluppo.

Art. 7.

Il lavoro di riparazione, allorché approvato dal sovrintendente tecnico viene eseguito secondo le modalità del presente contratto. Completato il lavoro di riparazione, il sovrintendente tecnico effettuerà il relativo controllo e, se il lavoro sarà ritenuto soddisfacente, ne approverà il pagamento. Ove questi risultati sbagliati o non giusti il sovrintendente tecnico cercherà di intervenire ad un accordo con il Contraente. Se l'accordo non è possibile, la fattura sarà inviata alla Commissione per la decisione finale, con un rapporto del sovrintendente tecnico.

La decisione della Commissione su di una fattura in contestazione ha carattere definitivo ed impegnativo.

Art. 8.

Tutti i materiali forniti dal Contraente saranno pagati secondo il prezzo corrente del mercato all'ingresso. Prima di usare i materiali del Contraente sarà necessario avere l'autorizzazione del sovrintendente tecnico. Qualora il ferro, l'acciaio, il legno, le parti di ricambio etc. non siano forniti dal Governo

Commissione. I medesimi saranno considerati sovrintendenti tecnici e avranno accesso nei locali in ogni momento per ispezionare i lavori in via di sviluppo.

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Le spese generali, ossia, l'elettricità, il riscaldamento, la luce, l'acqua, l'affitto, il carbon fossile, il coke, il carbone

di legna, l'acetilene, l'ossigeno, lo stagno per saldature etc. saranno pagate dal Contraente.

Art. 9.

I pagamenti di cui al presente contratto saranno effettuati nel modo seguente: il Contraente preparerà una lista dettagliata delle varie merci fornite specificando il prezzo di ciascuna di esse, ed un conto dettagliato sulla mano d'opera, mostrando le ore di lavoro e le differenti paghe per ciascuna delle diverse categorie di lavoratori divise come appresso.

Le due categorie di lavoratori consisteranno in : operai specializzati (journey man) ed apprendisti (apprentice). La paga fissata dal Contraente per la mano d'opera sarà comprensiva delle spese per accidenti sul lavoro, assicurazioni etc. salari, spese di gestione, spese generali e profitto, come previste nell'art. 8 del presente contratto. Non vi saranno altre voci di pagamento all'infuori delle seguenti due : materiale fornito dal Contraente e mano d'opera.

I prezzi del materiale fornito dal Contraente saranno fatturati come all'art. 8. Le paghe per la mano d'opera saranno di L. _____ per ora per operai specializzati, e di L. _____ per ora per gli apprendisti. Non è permesso alcun aumento alle suddette paghe per lavori straordinari o per altre ragioni. Soltanto le spese di mano d'opera per effettive lavoro completato potranno essere fatturate.

Il costo del personale sovrintendente ai lavori quali dirigenti, i capi squadra di officina, gli ingegneri e gli impiegati verrà considerato, ai sensi di questo contratto, come facente parte delle spese generali e pertanto sarà a completo carico del Contraente.

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Per ogni lavoro, approvato dal sovrintendente tecnico, sarà necessaria una apposita fattura.

Art. 10.

Il Contraente sarà tenuto a garantire da manomissioni o furti l'equipaggiamento necessario per le riparazioni lasciate in sua custodia.

Le spese di assicurazioni relative e di sorveglianza saranno pagate dal Contraente.

Nel caso in cui il Contraente non adempia a questa ultima clausola del presente contratto, egli sarà tenuto al risarcimento dei danni alla Commissione o al Governo alleato, per danni causati all'equipaggiamento in seguito ai suaccennati furti o rapine.

Art. 11.

Il presente contratto potrà essere modificato in tutto o in parte ed in qualsiasi tempo previo accordo delle parti contraenti. Le conseguenti trattative saranno svolte dal sovrintendente tecnico a nome della Commissione, ma queste saranno sempre obbligatorie per la Commissione stessa.

Art. 12.

In caso di dubbia interpretazione tra il testo Inglese e quello Italiano, il testo inglese è quello che fa fede.

Art. 13.

Il presente contratto potrà essere rescisso dal Contraente previo avviso per iscritto di giorni ____ e dalla Commissione previo avviso di giorni ____.

Art. 14.

Il Contraente è l'unico direttamente responsabile in sede civile e penale per gli infortuni sul lavoro (morte, invalidità assoluta, invalidità transitoria etc.....) dei dipendenti tutti nessuno escluso od eccettuato come per eventuali reclami o pretese o danni alla proprietà e pertanto il Contraente è obbligato a provvedere di conseguenza alle spese di assicurazione.

Art. 15.

Il Contraente è tenuto al pagamento di tasse, in base

Art. 11.

Il presente contratto potrà essere modificato in tutto o in parte ed in qualsiasi tempo previo accordo delle parti contraenti. Le conseguenti trattative saranno svolte dal sovrintendente tecnico a nome della Commissione, ma queste saranno sempre all'esclusiva della approvazione finale della Commissione stessa.

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In caso di dubbio interpretazione tra il testo Inglese e quello Italiano, il testo inglese è quello che fa fede.

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Art. 15.

Questo contratto è esente da ogni genere di tasse, in base alla circolare N.82 del 13 febbraio 1944 del Ministero delle Finanze italiano.

JES/gbl

HEADQUARTERS ALLIED COMMISSION
APO 394
TRANSPORTATION SUB-COMMISSION

11

27 JULY 1945

EXT :- 966

REF :- AG/16/11/Tn5

SUBJECT :- Agreement for Hire of Motor Vehicles

TO :- Regional Commissioner
A.M.C. EMILIA, LIGURIA, PIEMONTE,
LOMBARDIA, VENETIA, VENETIA GIULIA
(Att: Regional Transp/Officer)

1. The attached Hiring Contract is forwarded for info and use by regions.
2. In order to obtain uniformity throughout A.M.C. territory it is requested that this form of agreement be used in place of any similar form that may already be in use in your Region.

By Command of REAR ADMIRAL STONE


J.S. BILLINGSBURST
Capt. R.A.S.C.

Copy to Adv. Mvts. B.C., A.M.C. Lombardia
(for Lt. Col. M. Harris, C.E.)

4513

AGREEMENT FOR THE HIRING OF MOTOR VEHICLES

WHEREAS the motor vehicles specified in the schedule hereto are the property of the Allied Commission, and WHEREAS the Ufficio Trasporti has been authorized to act as the agent of the Allied Commission for the purpose of entering into the agreement hereinafter set forth.

IT IS HEREBY AGREED between the Ufficio Trasporti of and

1. The Ufficio Trasporti hires to the vehicle (s) specified in the said schedule to this agreement which is/are hereinafter referred to as "the vehicles" to be operated by in accordance with the conditions hereinafter set forth.

2. This agreement may be terminated by either party at any time and without prior notice to the other party. Upon the termination of this agreement by either party the vehicle shall be returned forthwith to the said Ufficio Trasporti in serviceable running order.

3. The vehicle shall not be hired or sublet to any other firm or person and the vehicle will only be operated by or his servants.

4. will adequately maintain the vehicle during the period of this agreement and all repairs made to or accessories, tires, tubes or any other parts placed on the vehicle become part of the vehicle and will not be removed from the vehicle when the same is returned to the Ufficio Trasporti.

5. Any vehicle which is improperly operated or maintained will be immediately withdrawn by the Ufficio Trasporti.

6. In accordance with the provisions of existing orders of the Allied Commission the operation of the vehicle is subject to the direction and control of the said Ufficio Trasporti and no such vehicle shall be operated unless the journey to be made by such vehicle is duly authorized and a trip ticket for the said journey be issued by the said Ufficio Trasporti.

7. The number issued by the Ufficio Trasporti to the

as the agent of the Allied Commission for the purpose of entering into the agreement hereinafter set forth.

IT IS HEREBY AGREED between the Ufficio Trasporti of and

1. The Ufficio Trasporti hires to the vehicle (s) specified in the said schedule to this agreement which is/are hereinafter referred to as "the vehicles" to be operated by in accordance with the conditions hereinafter set forth.

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7. The number issued by the Ufficio Trasporti to the vehicle and the Allied Commission markings painted thereon shall be clearly maintained on such vehicle at all times and no alteration therein shall be permitted.

8. The vehicle will be insured by at its expense against any loss or damage to the vehicle and against all claims arising out of the operation of the vehicle for

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damage to persons or property, in accordance with the Italian law. In the event of the loss from any cause of the vehicle or such damage to the same that it is impossible to repair the same, all insurance benefits shall be payable to the Allied Commission.

A sufficient bond shall be given to Allied Commission by both parties to this contract guaranteeing the return to it of the vehicle in serviceable condition at the termination of breach of this contract.

9. No claims whatsoever shall be made by against the Ufficio Trasporti or the Allied Commission in connection with the operation of the vehicle.

10. The entire cost of operating the vehicle will be paid by
.....

11. will be paid by the shipper or receiver for all goods properly transported by the vehicle in accordance with the freight rates set by the Allied Commission and published by the Ufficio Trasporti, subject to the following deductions which shall be made therefrom by the Ufficio Trasporti:

- (1) The despatching charge of 5% or such other amount as may from time to time be fixed by the Ufficio Trasporti and
- (2) 10% as rent for hire of the vehicle. Both such deductions to be calculated on the gross sum payable to the said

12. The English version of this agreement shall prevail over the Italian version in the event of any conflict arising from the interpretation of the two versions.

This contract is nr. valid unless countersigned by Allied Commission.

Dated this day of
A.D. 1945 in the City of
in the Province of

4541

.....
Witness
.....
Ufficio Trasporti of

.....
Witness
.....
Company

against the Ufficio Trasporti or the Allied Commission in connection with the operation of the vehicle.

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Ufficio Trasporti of

.....
Witness
.....
Company

ALLIED COMMISSION
TRANSPORTATION SUB-COMMISSION

.....

Approved

by

CONTRATTO DI NOLEGGIO DI AUTOVEICOLI

POICHE' gli autoveicoli indicati nell'elenco qui allegato sono di proprieta' della Commissione Alleata;

POICHE' l'Ufficio Trasporti e' stato delegato a rappresentare la Commissione Alleata nella stipulazione del presente contratto;

Tra l'Ufficio Trasporti di e si conviene e stipula:

1. L'Ufficio Trasporti noleggia a il/i veicolo/i nell'elenco qui allegato, e che nel contesto saranno denominati "il veicolo" per essere usato/i alle condizioni qui appresso stabilite.

2. Le parti possono risolvere questo contratto in qualsiasi momento senza necessita' di preavviso. In caso di risoluzione del contratto, ad opera dell'una o dell'altra parte, il veicolo deve essere immediatamente riconsegnato all'Ufficio Trasporti in perfette condizioni di funzionamento.

3. Il veicolo non deve essere noleggiato o subaffittato ad alcuna Ditta o persona e dovra' essere usato soltanto da

4. Per tutta la durata del contratto dovra' mantenere il veicolo in buone condizioni e qualsiasi riparazione agli accessori, pneumatici, cerchioni e qualsiasi applicazione eseguita sul veicolo diventa parte del veicolo stesso e non potra' essere rimossa quando il veicolo viene riconsegnato all'Ufficio Trasporti.

5. Qualora il veicolo venga usato per scopi diversi o sia malevolmente tenuto, sara' immediatamente ritirato dall'Ufficio Trasporti.

6. L'uso del veicolo e' soggetto alla direzione e al controllo dell'Ufficio Trasporti in base alle disposizioni di vigenti ordinanze della Commissione Alleata ed il veicolo potra' essere usato solo nel caso in cui il viaggio sia debitamente autorizzato e quando l'Ufficio Trasporti abbia a tale scopo rilasciato un biglietto di viaggio.

7. Il numero assegnato dall'Ufficio Trasporti al veicolo e i relativi contrassegni della Commissione Alleata devono essere mantenuti leggibili e nessuno modifica vi sara' consentita.

1. L'Ufficio Trasporti noleggia e si conviene e stipula :
il/i veicolo/i nell'elenco qui allegato, e che nel contesto sarà/
uno denominato/i " il veicolo " per essere usato/i alle condizioni
qui appresso stabilite .

2. Le parti possono risolvere questo contratto in qualsiasi
momento senza necessità di preavviso . In caso di risoluzione del
contratto, ad opera dell'una o dell'altra parte, il veicolo deve
essere immediatamente riconsegnato all'Ufficio Trasporti in
perfette condizioni di funzionamento .

3. Il veicolo non dev'essere noleggiato o subaffittato ad
alcuna ditta o persona e dovrà essere usato soltanto da
..... o dei suoi dipendenti

4. Per tutta la durata del contratto
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ni e qualsiasi riparazione agli accessori, pneumatici, cassero
d'aria o qualsiasi applicazione eseguita sul veicolo diventa parte
del veicolo stesso e non potrà essere rimossa quando il veicolo
viene riconsegnato all'Ufficio Trasporti .

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6. L'uso del veicolo è soggetto alla direzione e al control-
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e quando l'Ufficio Trasporti abbia a tale scopo rilasciato un
biglietto di viaggio .

7. Il numero assegnato dall'Ufficio Trasporti al veicolo e
i relativi contrassegni della Commissione Alleata devono essere
sempre mantenuti leggibili e nessuna modifica vi sarà consentita .

8. Il provvederà a sue
spese ad assicurare il veicolo sia contro l'incendio, il furto, la
distruzione o danni, sia per i danni verso le persone e cose, in
conformità alle disposizioni della legge italiana . In caso di
perdita del veicolo o di danni non riparabili, l'indennizzo deve
essere pagato alla Commissione Alleata .

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Una sufficiente cauzione dovrà essere data alla Commissione Allesta da entrambi i contraenti del presente contratto a garanzia della restituzione del veicolo in ordine di marcia, sia al termine del contratto sia alla sua anticipata rescissione.

9. Nessun reclamo in merito all'uso del veicolo dovrà essere presentato da contro l'Ufficio Trasporti o la Commissione Allesta.

10. Tutte le spese relative all'uso del veicolo saranno pagate da

11. Saranno pagate per tutte le merci convenientemente trasportate dal veicolo in conformità alle tariffe di trasporto stabilite dalla Commissione Allesta e pubblicate dall'Ufficio Trasporti sotto deduzione:

a) del 5% per diritti di Ufficio, o altra percentuale che potrà essere stabilita di volta in volta dall'Ufficio Trasporti.

b) del 10% per noleggio del veicolo.

Tali deduzioni saranno calcolate sull'intero ammontare dovuto a

12. Qualora sorgano contestazioni sulla interpretazione del testo inglese e di quello italiano del presente contratto, prevarrà in ogni caso l'interpretazione del testo inglese.

Letto, confermato e sottoscritto, addì 1945
in Provincia di

.....
Feste Ufficio Trasporti di

.....
Feste Società

11.Saranno
pagate per tutte le merci convenientemente trasportate dal
veicolo in conformità alle tariffe di trasporto stabilite dalla
Commissione Alieata e pubblicate dall'Ufficio Trasporti sotto
deduzione :

a) del 5% per diritti di Ufficio, o altra percentuale che
potrà essere stabilita di volta in volta dall'Ufficio Trasporti.

b) del 10% per noleggio del veicolo.

Tali deduzioni saranno calcolate sull'intero ammontare
dovuto a

12. Qualora sorgano contestazioni sulla interpretazione
del testo inglese e di quello italiano del presente contratto,
prevarrà in ogni caso l'interpretazione del testo inglese .

Letto, confermato e sottoscritto, addi 1945
in Provincia di

.....

Teste

Ufficio Trasporti di

.....

Teste

Società

.....

APPROVATO

659

JAB/gbl

HEADQUARTERS ALLIED COMMISSION
APO 394
TRANSPORTATION SUB-COMMISSION

10

EXT :- 566

27 JULY 1945

REF

AC/16/10/TNS

SUBJECT :- Agreement for Hire of Motor Vehicles

TO

:- Adv. Move. H.Q. A.M.G. LOMBARDIA
For Lt.Col. A. Harris, C.E.

P.O. No 9

1. Reference your C-5/13/9/1 dated 14 July 1945 ex U.S.F.A.
2. Herewith copy of subject as approved by Legal S/C.
3. Please note amendments to your original printed copy as follows :-

" Allied Commission " substitutes " A.M.G. " in all places .

Clause 8 " A sufficient bond of this contract " added .

Clause 11 " by the shipper or receiver " added between the words "will be paid " and " by the shipper "

Clause 12 " This contract not valid unless counter-signed by the Allied Commission " added .

For the DIRECTOR

J.B.
J.S. BILBINGHURST
Capt. R.A.S.C.

4538

[Stamp]

AGREEMENT FOR THE HIRING OF MOTOR VEHICLES

WHEREAS the motor vehicles specified in the schedule hereto are the property of the Allied Military Government and

WHEREAS the Ufficio Trasporti has been authorized to act as the agent of the Allied Military Government for the purpose of entering into the agreement hereinafter set forth,

IT IS HEREBY AGREED between the Ufficio Trasporti of

1

1.1. The Ufficio Trasporti hires to

the vehicle(s) specified in the said schedule to this agreement, which is/are hereinafter referred to as « the vehicle », to be operated by _____ in accordance with the conditions hereinafter set forth.

2. This agreement may be terminated by either party at any time and without prior notice to the other party. Upon the termination of this agreement by either party the vehicle shall be returned forthwith to the said Ufficio Trasporti in serviceable running order.

3. The vehicle shall not be hired or sublet to any other firm or person and the vehicle will only be operated by _____ or his servants.

4. _____ will adequately maintain the vehicle during the period of this agreement and all repairs made to or accessories, tires, tubes or any other parts placed on the vehicle become part of the vehicle and will not be removed from the vehicle when the same is returned to the Ufficio Trasporti.

5. Any vehicle which is improperly operated or maintained will be immediately withdrawn by the Ufficio Trasporti.

6. In accordance with the provisions of existing orders of the A.M.G. the operation of the vehicle is subject to the direction and control of the said Ufficio Trasporti and no such vehicle shall be operated unless the journey to be made by such vehicle is duly authorized and a trip ticket for the said journey be issued by the said Ufficio Trasporti.

7. The number issued by the Ufficio Trasporti to the vehicle and the A. M. G. markings painted thereon shall be clearly maintained on such vehicle at all times and no alteration therein shall be permitted.

8. The vehicle will be insured by _____
at its expense against any loss or damage to the vehicle and against all claims arising out of the

WHEREAS the Ufficio Trasporti has been authorized to act as the agent of the Allied Military Government for the purpose of entering into the agreement hereinafter set forth,

IT IS HEREBY AGREED between the Ufficio Trasporti of _____
and _____

1. The Ufficio Trasporti hires to _____
the vehicle(s) specified in the said schedule to this agreement, which is/are hereinafter referred to as
"the vehicle", to be operated by _____
in accordance with the conditions hereinafter set forth.
2. This agreement may be terminated by either party at any time and without prior notice
to the other party. Upon the termination of this agreement by either party the vehicle shall be
returned forthwith to the said Ufficio Trasporti in serviceable running order.
3. The vehicle shall not be hired or sublet to any other firm or person and the vehicle will
only be operated by _____ or his servants.
4. _____ will adequately maintain the vehicle
during the period of this agreement and all repairs made to or accessories, tires, tubes or any other
parts placed on the vehicle become part of the vehicle and will not be removed from the vehicle
when the same is returned to the Ufficio Trasporti.
5. Any vehicle which is improperly operated or maintained will be immediately withdrawn by
the Ufficio Trasporti.
6. In accordance with the provisions of existing orders of the A. M. G. the operation of the
vehicle is subject to the direction and control of the said Ufficio Trasporti and no such vehicle shall
be operated unless the journey to be made by such vehicle is duly authorized and a trip ticket for
the said journey be issued by the said Ufficio Trasporti.
7. The number issued by the Ufficio Trasporti to the vehicle and the A. M. G. markings
painted thereon shall be clearly maintained on such vehicle at all times and no alteration therein
shall be permitted.
8. The vehicle will be insured by _____
at its expense against any loss or damage to the vehicle and against all claims arising out of the
operation of the vehicle for damage to persons or property, in accordance with Italian law. In the
event of the loss from any cause of the vehicle or such damage to the same that it is impossible to
repair the same, all insurance benefits shall be payable to the Allied Military Government.

4537

A SUPPLEMENT TO THE AGREEMENT SHALL BE GIVEN BY THE ALLIED MILITARY GOVERNMENT
AT THE REQUEST OF THE BRANCH OF THE OFFICE

9. No claims whatsoever shall be made by
against the Ufficio Trasporti or the Allied Military Government in connection with the operation of
the vehicle.

10. The entire cost of operating the vehicle will be paid by

11. by the Allied Military Government
will be paid for all goods properly
transported by the vehicle in accordance with the freight rates set by the Allied Military Government
and published by the Ufficio Trasporti, subject to the following deductions which shall be made
therefrom by the Ufficio Trasporti:

- (1) The despatching charge of 5% or such other amount as may from time to time be fixed
by the Ufficio Trasporti, and
- (2) 10% as rent for the hire of the vehicle. Both such deductions to be calculated on the
gross sum payable to the said

12. The English version of this agreement shall prevail over the Italian version in the event
of any conflict arising from the interpretation of the two versions

Dated this _____ day of _____

A. D. 1945 in the City of _____
in the Province of _____

Ufficio Trasporti of _____

Witness

Company

Witness

APPROVED

Handwritten notes:
Who signs for
Transportation Sub-Commission Army?
I signed
to the Italian
authorities

11. transported by the vehicle in accordance with the freight rates set by the Allied Military Government and published by the Ufficio Trasporti, subject to the following deductions which shall be made therefrom by the Ufficio Trasporti:

- (1) The despatching charge of 5% or such other amount as may from time to time be fixed by the Ufficio Trasporti, and
- (2) 10% as rent for the hire of the vehicle. Both such deductions to be calculated on the gross sum payable to the said

12. The English version of this agreement shall prevail over the Italian version in the event of any conflict arising from the interpretation of the two versions.

THIS CONTRACT NOT VALID UNLESS countersigned by Allied Commission

Dated this _____ day of _____

A. D. 1945 in the City of _____
in the Province of _____

Ufficio Trasporti of _____

Witness _____

Company _____

Witness _____

*Who signs for
Allied Commission
Trasporti Commission
Aving?*

APPROVED

*not valid unless ~~some~~ approved &
countersigned by ally.*

Where is schedule?

Handwritten note: This is a French or American to be of hand or French document.

CONTRATTO DI NOLEGGIO DI AUTOVEICOLI

POICHÉ gli autoveicoli indicati nell'elenco qui allegato sono di proprietà del Governo Militare Alleato,

POICHÉ l'Ufficio Trasporti è stato delegato a rappresentare il Governo Militare Alleato nella stipulazione del presente contratto,

Tra l'Ufficio Trasporti di _____ e _____ si conviene e stipula:

1. L'Ufficio Trasporti noleggia a _____ il/i veicolo/i indicato/i nell'elenco qui allegato, e che nel contesto sarà/nno denominato/i "il veicolo" per essere usato/i alle condizioni qui appresso stabilite.
2. Le parti possono risolvere questo contratto in qualsiasi momento senza necessità di preavviso. In caso di risoluzione del contratto, ad opera dell'una o dell'altra parte, il veicolo deve essere immediatamente riconsegnato all'Ufficio Trasporti in perfette condizioni di funzionamento.
3. Il veicolo non deve essere noleggiato o subaffittato ad alcuna altra Ditta o persona e dovrà essere usato soltanto da _____ o dai suoi dipendenti.
4. Per tutta la durata del contratto dovrà mantenere il veicolo in buone condizioni e qualsiasi riparazione agli accessori, pneumatici, camere d'aria o qualsiasi applicazione eseguita sul veicolo diventa parte del veicolo stesso e non potrà essere rimossa quando il veicolo viene riconsegnato all'Ufficio Trasporti.
5. Qualora il veicolo venga usato per scopi diversi o sia malamente tenuto, sarà immediatamente ritirato dall'Ufficio Trasporti.
6. L'uso del veicolo è soggetto alla direzione e al controllo dell'Ufficio Trasporti in base alle disposizioni di vigenti Ordinanze del Governo Militare Alleato, e il veicolo potrà essere usato solo nel caso in cui il viaggio sia debitamente autorizzato e quando l'Ufficio Trasporti abbia a tale scopo rilasciato un biglietto di viaggio.
7. Il numero assegnato dall'Ufficio Trasporti al veicolo e i relativi contrassegni del Governo Militare Alleato devono essere sempre mantenuti leggibili e nessuna modifica vi sarà consentita.
8. Il _____ provvederà a sue spese

ad assicurare il veicolo sia contro l'incendio, il furto, la distruzione o danni, sia per i danni verso le persone o cose, in conformità alle disposizioni della legge italiana. In caso di perdita del veicolo l'indennizzo deve essere pagato al Governo Militare Alleato.

POICHÉ l'Ufficio Trasporti è stato delegato a rappresentare il Governo Militare Alleato nella stipulazione del presente contratto.

Tra l'Ufficio Trasporti di _____ e _____ si conviene e stipula:

1. L'Ufficio Trasporti noleggia a _____ il/i veicolo/i indicato/i nell'elenco qui allegato, e che nel contesto sarà/nno denominato/i "il veicolo" per essere usato/i alle condizioni qui appresso stabilite.
2. Le parti possono risolvere questo contratto in qualsiasi momento senza necessità di preavviso. In caso di risoluzione del contratto, ad opera dell'una o dell'altra parte, il veicolo deve essere immediatamente riconsegnato all'Ufficio Trasporti in perfette condizioni di funzionamento.
3. Il veicolo non deve essere noleggiato o subaffittato ad alcuna altra Ditta o persona e dovrà essere usato soltanto da _____ o dai suoi dipendenti.
4. Per tutta la durata del contratto _____ dovrà mantenere il veicolo in buone condizioni e qualsiasi riparazione agli accessori, pneumatici, camere d'aria o qualsiasi applicazione eseguita sul veicolo diventa parte del veicolo stesso e non potrà essere rimossa quando il veicolo viene riconsegnato all'Ufficio Trasporti.
5. Qualora il veicolo venga usato per scopi diversi o sia malamente tenuto, sarà immediatamente ritirato dall'Ufficio Trasporti.
6. L'uso del veicolo è soggetto alla direzione e al controllo dell'Ufficio Trasporti in base alle disposizioni di vigenti Ordinanze del Governo Militare Alleato, e il veicolo potrà essere usato solo nel caso in cui il viaggio sia debitamente autorizzato e quando l'Ufficio Trasporti abbia a tale scopo rilasciato un biglietto di viaggio.
7. Il numero assegnato dall'Ufficio Trasporti al veicolo e i relativi contrassegni del Governo Militare Alleato devono essere sempre mantenuti leggibili e nessuna modifica vi sarà consentita. _____ provvederà a sue spese
8. Il _____ ad assicurare il veicolo sia contro l'incendio, il furto, la distruzione o danni, sia per i danni verso le persone o cose, in conformità alle disposizioni della legge italiana. In caso di perdita del veicolo o di danni non riparabili, l'indennizzo deve essere pagato al Governo Militare Alleato. 4536
9. Nessun reclamo in merito all'uso del veicolo potrà essere presentato da _____ contro l'Ufficio Trasporti o il Governo Militare Alleato.
10. Tutte le spese relative all'uso del veicolo saranno pagate da _____

11. _____ saranno pagate per tutte le merci convenientemente trasportate dal veicolo in conformità alle tariffe di trasporto stabilite dal Governo Militare Alleato e pubblicate dall'Ufficio Trasporti sotto deduzione:

a) del 5% per diritti di ufficio, o altra percentuale che potrà essere stabilita di volta in volta dall'Ufficio Trasporti,

b) del 10% per noleggio del veicolo,

Tali deduzioni saranno calcolate sull'intero ammontare dovuto a _____

12. Qualora sorgano contestazioni sulla interpretazione del testo inglese e di quello italiano del presente contratto, prevarrà in ogni caso l'interpretazione del testo inglese

Letto, confermato e sottoscritto, addì _____ 1945

in _____ Provincia di _____

Teste

Ufficio Trasporti di _____

Teste

Società _____

APPROVATO

24
HEADQUARTERS
UNITED STATES FORCES IN AUSTRIA
APO 777, U. S. ARMY

MH/tm

Ref: G-5/13/9.1

14 July 1945

SUBJECT: Hiring Contract

TO : Transportation Sub-Commission, ✓
HQ Allied Commission

1. The attached agreement for the hiring of motor vehicles prepared by Lombardia Region has come into my hands and is passed on for your comments.
2. Inquiry of Legal Sub-Commission discloses the fact that this agreement has not been cleared by them, therefore, it is suggested that this letter and enclosure be indorsed to them for their opinion.
3. In the interest of uniformity it is also suggested that if a contract of this sort is to be used by the Regions, it should be made available to all regions and be acceptable to all concerned. Your attention is directed to the fact that Legal Sub-Commission, W&D Sub-Commission and Transportation Sub-Commission have already concurred on a similar contract that is now being used in several localities.

M. Harris
M. HARRIS
Lt. Col., CE,
For Actg. A.C. of S., G-5

Copy to:
Lombardia Region

1 Incl:
Agreement for the Hiring of Motor Vehicles

4535

CONTRATTO DI NOLEGGIO DI AUTOVEICOLI

POICHE' gli autoveicoli indicati nell'elenco qui allegato sono di proprietà della Commissione Alleata,

POICHE' l'Ufficio Trasporti è stato delegato a rappresentare la Commissione Alleata nella stipulazione del presente contratto.

Tra l'Ufficio Trasporti di e si conviene e stipula :
.....

1. L'Ufficio Trasporti noleggia a il/i veicolo/i nell'elenco qui allegato, e che nel contesto sarà/ nno denominato/i " il veicolo " per essere usato/i alle condizioni qui appresso stabilite .

2. Le parti possono risolvere questo contratto in qualsiasi momento senza necessità di preavviso. In caso di risoluzione del contratto, ad opera dell'una o dell'altra parte, il veicolo deve essere immediatamente riconsegnato all'Ufficio Trasporti in perfette condizioni di funzionamento .

3. Il veicolo non dev'essere noleggiato o subaffittato ad alcuna Ditta o persona e dovrà essere usato soltanto da o dai suoi dipendenti.

4. Per tutta la durata del contratto dovrà mantenere il veicolo in buone condizioni e qualsiasi riparazione agli accessori , pneumatici , cerchioni e qualsiasi applicazione eseguita sul veicolo diventa parte del veicolo stesso e non potrà essere rimossa quando il veicolo viene riconsegnato all'Ufficio Trasporti .

5. Qualora il veicolo venga usato per scopi diversi o sia malamente tenuto, sarà immediatamente ritirato dall'Ufficio Trasporti .

6. L'uso del veicolo è soggetto alla direzione e al controllo dell'Ufficio Trasporti in base alle disposizioni di vigenti ordinanze della Commissione Alleata ed il veicolo potrà essere usato solo nel caso in cui il viaggio sia debitamente autorizzato e quando l'Ufficio Trasporti abbia a tale scopo rilasciato un biglietto di viaggio .

7. Il numero assegnato dall'Ufficio Trasporti al veicolo e i relativi contrassegni della Commissione Alleata devono essere sempre mantenuti leggibili e nessuna modifica vi sarà consentita .

Tra l'Ufficio Trasporti di si conviene e stipula :
.....

1. L'Ufficio Trasporti noleggia a
il/i veicolo/i nell'elenco qui allegato, e che nel contesto sarà/
nno denominato/i " il veicolo" per essere usato/i alle condizioni
qui appresso stabilite .

2. Le parti possono risolvere questo contratto in qualsiasi
momento senza necessità di preavviso. In caso di risoluzione del
contratto, ad opera dell'una o dell'altra parte, il veicolo deve
essere immediatamente riconsegnato all'Ufficio Trasporti in
perfette condizioni di funzionamento .

3. Il veicolo non dev'essere noleggiato o subaffittato ad
alcuna Ditta o persona e dovrà essere usato soltanto da
..... o dei suoi dipendenti.

4. Per tutta la durata del contratto
..... dovrà mantenere il veicolo in buone condizio-
ni e qualsiasi riparazione agli accessori , pneumatici , camere
d'aria o qualsiasi applicazione eseguita sul veicolo diventa parte
del veicolo stesso e non potrà essere rimessa quando il veicolo
viene riconsegnato all'Ufficio Trasporti .

5. Qualora il veicolo venga usato per scopi diversi o sia
malamente tenuto, sarà immediatamente ritirato dall'Ufficio
Trasporti .

6. L'uso del veicolo è soggetto alla direzione e al controllo
dell'Ufficio Trasporti in base alle disposizioni di vigenti
ordinanze della Commissione Alleata ed il veicolo potrà essere
usato solo nel caso in cui il viaggio sia debitamente autorizzato
e quando l'Ufficio Trasporti abbia a tale scopo rilasciato un
biglietto di viaggio .

7. Il numero assegnato dall'Ufficio Trasporti al veicolo e
i relativi contrassegni della Commissione Alleata devono essere
sempre mantenuti leggibili e nessuna modifica vi sarà consentita .

8. Il provvederà a sue
spese ad assicurare il veicolo sia contro l'incendio, il furto, la
distruzione o danni, sia per i danni verso le persone o cose, in
conformità alle disposizioni della legge italiana . In caso di
perdita del veicolo o di danni non riparabili, l'indennizzo deve
essere pagato alla Commissione Alleata .

- 2 -

Una sufficiente cauzione dovrà essere data alla Commissione Alleata da entrambi i contraenti del presente contratto a garanzia della restituzione del veicolo in ordine di marcia, sia al termine del contratto sia alla sua anticipata rescissione.

9. Nessun reclamo in merito all'uso del veicolo dovrà essere presentato da contro l'Ufficio Trasporti o la Commissione Alleata.

10. Tutte le spese relative all'uso del veicolo saranno pagate da.....

11. saranno pagate per tutte le merci convenientemente trasportate dal veicolo in conformità alle tariffe di trasporto stabilite dalla Commissione Alleata e pubblicate dall'Ufficio Trasporti sotto deduzione:

e) del 5% per diritti di ufficio, o altra percentuale che potrà essere stabilita di volta in volta dall'Ufficio Trasporti.

b) del 10% per noleggio del veicolo

Tali deduzioni saranno calcolate sull'intero ammontare dovuto a

12. Qualora sorgano contestazioni sulla interpretazione del testo inglese e di quello italiano del presente contratto, prevarrà in ogni caso l'interpretazione del testo inglese.

Letto, confermato e sottoscritto, addì 1945
in Provincia di

Teste

Ufficio Trasporti di...

Teste

Società

11. saranno
pagate per tutte le merci convenientemente trasportate dal
veicolo in conformità alle tariffe di trasporto stabilite dalla
Commissione Alleata e pubblicate dall'Ufficio Trasporti sotto
deduzione:

- e) del 5% per diritti di ufficio, o altra percentuale
che potrà essere stabilita di volta in volta dall'Ufficio Trasporti.
 - b) del 10% per noleggio del veicolo
- Tali deduzioni saranno calcolate sull'intero ammontare
dovuto a

12. Qualora sorgano contestazioni sulla interpretazione del
testo inglese e di quello italiano del presente contratto, prevarrà
in ogni caso l'interpretazione del testo inglese.

Letto, confermato e sottoscritto, addì 1945
in Provincia di

.....
Teste
Ufficio Trasporti di...

.....
Teste
Società

.....

APPROVATO

4533

AGREEMENT FOR THE HIRING OF MOTOR VEHICLES

WHEREAS the motor vehicles specified in the schedule hereto are the property of the Allies Commission, and

WHEREAS the Ufficio Trasporti has been authorized to act as the agent of the Allied Commission for the purpose of entering into the agreement hereinafter set forth.

IT IS HEREBY AGREED between the Ufficio Trasporti of
and
.....

1. The Ufficio Trasporti hires to
the vehicle (s) specified in the said schedule to this agreement which is/are hereinafter referred to as "the vehicles" to be operated by
in accordance with the conditions hereinafter set forth.

2. This agreement may be terminated by either party at any time and without prior notice to the other party. Upon the termination of this agreement by either party the vehicle shall be returned forthwith to the said Ufficio Trasporti in serviceable running order.

3. The vehicle shall not be hired or sublet to; any other firm or person and the vehicle will only be operated by
..... or his servants.

4. will adequately maintain the vehicle during the period of this agreement and all repairs made to or accessories, tires, tubes or any other parts placed on the vehicle become part of the vehicle and will not be removed from the vehicle when the same is returned to the Ufficio Trasporti.

5. Any vehicle which is improperly operated or maintained will be immediately withdrawn by the Ufficio Trasporti.

6. In accordance with the provisions of existing orders of the Allied Commission the operation of the vehicle is subject to the direction and control of the said Ufficio Trasporti and no such vehicle shall be operated unless the journey to be made by such vehicle is duly authorized and a trip ticket for the said journey be issued by the said Ufficio Trasporti.

as the agent of the Allied Commission for the purpose of entering into the agreement hereinafter set forth.

IT IS HEREBY AGREED between the Ufficio Trasporti of
and
.....

1. The Ufficio Trasporti hires to
the vehicle (s) specified in the said schedule to this agreement
which is/are hereinafter referred to as "the vehicles" to be
operated by
in accordance with the conditions hereinafter set forth .

2. This agreement may be terminated by either party at
any time and without prior notice to the other party . Upon the
termination of this agreement by either party the vehicle shall
be returned forthwith to the said Ufficio Trasporti in serviceable
running order .

3. The vehicle shall not be hired or sublet to; any other
firm or person and the vehicle will only be operated by
..... or his servants .

4. will adequately
maintain the vehicle during the period of this agreement and all
repairs made to or accessories, tires, tubes or any other parts
placed on the vehicle become part of the vehicle and will not be
removed from the vehicle when the same is returned to the Ufficio
Trasporti .

5. Any vehicle which is improperly operated or maintained
will be immediately withdrawn by the Ufficio Trasporti .

6. In accordance with the provisions of existing orders
of the Allied Commission the operation of the vehicle is subject
to the direction and control of the said Ufficio Trasporti and no
such vehicle shall be operated unless the journey to be made by
such vehicle is duly authorized and a trip ticket for the said
journey be issued by the said Ufficio Trasporti .

7. The number issued by the Ufficio Trasporti to the
vehicle and the Allied Commission markings painted thereon shall be
clearly maintained on such vehicle at all times and no alteration
therein shall be permitted.

8. The vehicle will be insured by
at its expense against any loss or damage to the vehicle and
against all claims arising out of the operation of the vehicle for

4534

damage to persons or property, in accordance with Italian law. In the event of the loss from any cause of the vehicle or such damage to the same that it is impossible to repair the same, all insurance benefits shall be payable to the Allied Commission by

A sufficient bond shall be given to Allied Commission by both parties to this contract guaranteeing the return to it of the vehicle in serviceable condition at the termination or breach of this contract.

9. No claims whatsoever shall be made by against the Ufficio Trasporti or the Allied Commission in connection with the operation of the vehicle.

10. The entire cost of operating the vehicle will be paid by

11. will be paid by the shipper or receiver for all goods properly transported by the vehicle in accordance with the freight rates set by the Allied Commission and published by the Ufficio Trasporti, subject to the following deductions which shall be made therefrom by the Ufficio Trasporti:

(1) The despatching charge of 5% or such other amount as may from time to time be fixed by the Ufficio Trasporti and
(2) 10% as rent for hire of the vehicle. Both such deductions to be calculated on the gross sum payable to the said

12. The English version of this agreement shall prevail over the Italian version in the event of any conflict arising from the interpretation of the two versions

This contract is not valid unless countersigned by Allied Commission.

Dated this day of

A.D. 1945 in the City of
in the Province of

.....
Witness
.....
Ufficio Trasporti of

9. No claims whatsoever shall be made by
against the Ufficio Trasporti or the Allied Commission in
connection with the operation of the vehicle .

10. The entire cost of operating the vehicle will be paid
by
.....

11. will be paid
by the shipper or receiver for all goods properly transported by
the vehicle in accordance with the freight rates set by the
Allied Commission and published by the Ufficio Trasporti, subject
to the following deductions which shall be made therefrom by the
Ufficio Trasporti :

- (1) The despatching charge of 5% or such other amount
as may from time to time be fixed by the Ufficio Trasporti and
- (2) 10% as rent for hire of the vehicle . Both such
deductions to be calculated on the gross sum payable to the said
..... .

12. The English version of this agreement shall prevail
over the Italian version in the event of any conflict arising
from the interpretation of the two versions

^{is}
This contract not valid unless countersigned by Allied
Commission .

Dated this day of
A.D. 1945 in the City of
in the Province of

.....
Witness
.....
Ufficio Trasporti of

.....
Witness
.....
Company

ALLIED COMMISSION
TRANSPORTATION SUB-COMMISSION

.....
Approved
by

JSB/gbl

HEADQUARTERS ALLIED COMMISSION
APO 394
TRANSPORTATION SUB-COMMISSION

8

19 JULY 1945

EXT :- 566

REF :- AC/16/8/Tn5

SUBJECT :- W.D. Vehicles on hire to
Sud Est & SITA Companies

TO :- Senior Transportation Officer
A.C. BARI

1. Reference your AC/TnR/17/21 dated 13 July 1945 .
2. So long as the contract provides that the Company concerned makes good the loss of a vehicle by any means and the Company has sufficient financial backing to make good such loss, there is no reason why the Company should not undertake its own insurance .
3. The value for insurance purposes of a $1\frac{1}{2}$ ton Ford is £ 400 (four hundred pounds sterling) .
4. The depreciation charge on all A.C. Truck Pool Vehicles is lire 2.02 per vehicle kilometer and it is regretted that an exception cannot be made for $1\frac{1}{2}$ ton trucks transferred to Sud Est . It is pointed out that the charge is based on wear and tear caused by distance run and that, as different types of trucks are designed to carry their rated load, the capacity of the truck has no bearing on the depreciation : Further, in view of the fact that your Truck Pools will very shortly be handed over to the Italian Government, it is not considered policy to make alterations in existing contracts and agreements

By Command of REAR ADMIRAL STONE

4520
J.B. BILLINGHURST
Capt. R.A.S.C.

10

ALLIED COMMISSION
TRANSPORTATION SUB-COMMISSION
(ROADS)
Bari

Ref : AC/TNR/17/21- 13 JULY 1945

SUBJECT : WD Vehicles on hire to SUD EST and SITA Companies.

TO : HQ Allied Commission
Transportation Sub-Commission
(Roads - Maintenance)

Reference Contract made between Allied Commission and the SUD EST Company.

1. This Contract states that each vehicle shall be insured against loss by theft. The SUD EST Company state that the expense of insuring against theft is so heavy as to be uneconomic and ask that they may be their own insurers against this risk. The contract provides that in the event of the Coy being unable to return a vehicle to Allied Commission then the Coy shall pay its original value less depreciation.

2. The Coy has been informed that they need not ensure against loss by theft subject to your approval. May this Office please be informed at once if this Insurance is required.

3. Please may this Office be informed of the value of the 50 x 1½ Ton trucks for the purposes of insurance against other losses. This has been provisionally at 400,000 Lire per each truck.

4. The Contract states that a depreciation charge of 2,02 Lire per vehicle - kilometer shall be paid. The SUD EST Coy. argue that this charge is based on the cost of operating, and the return on, a 3 Ton Truck and that a charge of 1,20 Lire per vehicle - kilometer would be reasonable for a 1½ Ton Truck.

5. May instructions be issued on this point also please, such instructions when issued both as regards insurance to both the SUD EST and SITA.

Transportation Sub-Commission
(Roads - Maintenance)

Reference Contract# made between Allied Commission and the SUD EST Company.

1. This Contract states that each vehicle shall be insured against loss by theft. The SUD EST Company state that the expense of insuring against theft is so heavy as to be uneconomic and ask that they may be their own insurers against this risk. The contract provides that in the event of the Coy being unable to return a vehicle to Allied Commission then the Coy shall pay its original value less depreciation.
2. The Coy has been informed that they need not ensure against loss by theft subject to your approval. May this Office please be informed at once if this Insurance is required.
3. Please may this Office be informed of the value of the 50 x 1 1/2 Ton trucks for the purposes of insurance against other losses. This has been ~~fixed~~ provisionally at 400.000 Lire per each truck.
4. The Contract states that a depreciation charge of 2,02 Lire per vehicle - kilometer shall be paid. The SUD EST Coy. argue that this charge is based on the cost of operating, and the return on, a 3 Ton Truck and that a charge of 1,20 Lire per vehicle - kilometer would be reasonable for a 1 1/2 Ton Truck.
5. May instructions be issued on this point also please, such instructions when issued both as regards insurance and hiring cost will apply to both the SUD EST and SITA Companies.

CWGT.CB

C.W.G. Taylor 4529

Major RA.
(C.W.G. Taylor)
Senior TPTN Officer
Allied Commission, BARI

27

HEADQUARTERS
UNITED STATES FORCES IN AUSTRIA
APO 777, U. S. ARMY

MH/tm

Ref: G-5/13/9.1

14 July 1945

SUBJECT: Hiring Contract

TO : Transportation Sub-Commission,
HQ Allied Commission

1. The attached agreement for the hiring of motor vehicles prepared by Lombardia Region has come into my hands and is passed on for your comments.

2. Inquiry of Legal Sub-Commission discloses the fact that this agreement has not been cleared by them, therefore, it is suggested that this letter and enclosure be indexed to them for their opinion.

3. In the interest of uniformity it is also suggested that if a contract of this sort is to be used by the Regions, it should be made available to all regions and be acceptable to all concerned. Your attention is directed to the fact that Legal Sub-Commission, WMD Sub-Commission and Transportation Sub-Commission have already concurred on a similar contract that is now being used in several localities.

H. HARRIS
Lt. Col., GE,
For Actg. A.C. of S., G-5

Copy to:
Lombardia Region

1 Incl:
Agreement for the Hiring of Motor Vehicles

4528

This agreement made this _____ day of _____
between Allied Commission, herein called the "LEGAL OWNER", party
of the first part, and
the "REGISTERED OWNER", party of the second part.

WHEREAS the LEGAL OWNER herein is declared to be the holder of the
legal title to the certain war damaged vehicles more particularly
described herein, and

WHEREAS it is deemed essential to the successful prosecution of the
war that said vehicles be reconditioned, repaired and put into good
working order, to supplement the present inadequate transport faci-
lities within Italy, and

WHEREAS the REGISTERED OWNER is equipped with the facilities and
has available sufficient trained personnel to recondition and
repair said vehicles in a manner satisfactory to the LEGAL OWNER,
and WHEREAS as a part of consideration for reconditioning and re-
pairing said vehicles the LEGAL OWNER stands ready and willing to

- (a) authorize the REGISTERED OWNER to operate the vehicle or
vehicles specifically described herein subject to all the
provisions hereof, and
- (b) to accord the REGISTERED OWNER the option of purchasing said
vehicle or vehicles subject to the terms hereof and the
approval of the appropriate Military Authority, now therefore
this agreement WITNESSETH: that for and in consideration of
the covenants and agreements hereinafter contained, the
parties hereto hereby agree as follows:

- 1- It is hereby determined and declared that the lawful title
of the vehicle or vehicles specifically described herein is
now and shall at all times hereafter prior to the final com-
pletion of the sale authorized hereunder remain and be vested
in the LEGAL OWNER.

- 2- Immediately following the execution of this agreement the

WMO and PFW S/C
April 16
File Contract
1945.6

4527

REGISTERED OWNER shall proceed forthwith to recondition the vehicles or vehicles described herein and make all necessary repairs thereto for the purpose contemplated hereunder.

The REGISTERED OWNER undertakes and agrees that all work upon said vehicle or vehicles shall be of a quality, and in every respect satisfactory to the LEGAL OWNER, it being expressly understood:

(a) that the work thereon shall in every case proceed to completion in a manner and within a time limit satisfactory to the LEGAL OWNER, and

(b) In cases where one or more vehicles have been so damaged that they can, with advantage to the LEGAL OWNER, be taken down into component parts and such parts reconditioned and used to repair other vehicles or to construct entirely another vehicle from such parts, the REGISTERED OWNER may, after first having obtained the written consent of the LEGAL OWNER, proceed to so tear down such damaged vehicles and use such parts thereof to repair other vehicles or to build other vehicles. Under no conditions will such parts or residue be sold or traded by the REGISTERED OWNER.

3- In lieu of payment by the LEGAL OWNER for the cost of repair and reconditioning contemplated hereunder, the REGISTERED OWNER will be permitted, under the supervision and control of the LEGAL OWNER, to operate the said vehicle or vehicles for the purpose of transportation of prescribed goods, wares, merchandise, personnel or other permitted articles of value of a commercial nature, at rates prescribed by the Italian Government, or the LEGAL OWNER.

4- The LEGAL OWNER reserves the right at all times to establish suitable regulations for the operations of all vehicles repaired

- and operated pursuant to the terms hereof and the REGISTERED OWNER undertakes and agrees to be bound by such regulations.
- 5- It is agreed that such labor and or material furnished by the REGISTERED OWNER for the purpose of reconditioning and repairing said vehicle or vehicles together with a sum that shall represent profit and overhead, shall constitute a just and proper claim against the LEGAL OWNER. The sum of profit and overhead shall not exceed 25% of the total cost of labor and or material. The total amount of money representing said claim is herein called "COST OF RECONDITIONING".
- 6- All monies derived from the operation of such vehicle or vehicles by the REGISTERED OWNER in the manner contemplated in paragraphs 3 and 4, shall be accounted for collected and retained by the REGISTERED OWNER until such time as the total sum so earned, after deducting operating costs and insurance, shall equal the COST OF RECONDITIONING. At such time, all claim for COST OF RECONDITIONING against the LEGAL OWNER shall be declared fulfilled. Thereupon it shall be open to the parties hereto to continue this contract upon modified or fresh terms to be agreed upon between them.
- 7- The REGISTERED OWNER agrees to secure insurance against fire, theft, damage and accident and will cover the interest of the LEGAL OWNER as well as his own. The insurance coverage must be in a form approved by the LEGAL OWNER and must be secured immediately upon the execution of this contract, and before the operation of any vehicle which is the subject hereof. In any event, the REGISTERED OWNER agrees to indemnify the LEGAL OWNER and to hold him harmless against all claims which may arise during the operation of this contract.
- 8- Maintenance repairs to any of the said vehicles shall, in no circumstance be deducted from the sums earned or to be earned
- 4528

under paragraph 6.

- 9- Unless the REGISTERED OWNER shall exercise the option provided for in paragraph 11, he shall be without any vested rights whatever in any of the vehicles repaired or operated hereunder, but he shall at all times have the right to make just and proper claims against the Allied Government Forces for such payments as may be due and owing for any and all repairs made hereunder.
- 10- The REGISTERED OWNER shall maintain complete records of the details of all operations contemplated herein, to the end that either of the parties hereto, may, if they so desire, determine daily the extent of all financial interests and responsibilities arising out of either the whole or any single operation undertaken hereunder. All records, established and maintained for the purpose hereof shall conform to accounting methods and practices which will be laid down by the LEGAL OWNER. These methods and practices will conform generally to the standard accounting usage prevailing in the United States and in the United Kingdom and will discuss fully the details of every transaction wherever financial obligations are to be incurred and imposed. The LEGAL OWNER or his duly authorized representative shall have the right of access at all times, to such records for the purpose of inspection and it shall be the duty of the REGISTERED OWNER to submit for the LEGAL OWNER's consideration and accommodation complete accounts of all operations hereunder on a monthly basis as of the last day of each month.
- 11- The REGISTERED OWNER agrees that the LEGAL OWNER may at its option withhold any or all tariffs arising either directly or indirectly out of the relationship established hereunder, or any payments due or to become due, until any claims arising

hereunder shall have been liquidated, and that the LEGAL OWNER may apply such tariffs or other payments in liquidation of such claim or claims. For the purpose hereof, demand upon the REGISTERED OWNER by the LEGAL OWNER shall entitle the LEGAL OWNER to physical possession of all monies and credits collected or obtained under the provisions of paragraph six (6) above.

- 12- It is expressly understood between the parties hereto that the option to purchase is subject to the approval of the appropriate military authorities and that the LEGAL OWNER will undertake to secure this approval. Subsequent to the execution of this agreement and for a period until three months after the end of the State of War and for any earlier period agreed to by the Legal owner, subject to the approval aforesaid, the REGISTERED OWNER shall have the right and option to purchase any, or all of the vehicles described herein, provided that this agreement, or modifications thereof, or further agreements entered into pursuant to paragraph 6 hereof, are still in force and effect.
- 13- In the event of the exercise of the option in accordance with the preceding paragraph, the sale price of any vehicle purchased hereunder shall be determined by prevailing market price of that vehicle at time option is exercised it being expressly understood and agreed between the parties that all labor cost and other charges incurred to effect repairs shall be borne by the REGISTERED OWNER.
- 14- For the purpose of establishing the pre-conditioned cost of vehicles which are subject to sale hereunder, a representative of the LEGAL OWNER and a representative of the REGISTERED OWNER shall together view each vehicle immediately prior to the REGISTERED OWNER taking possession of said vehicle and

arrive at a figure based on the following considerations:

- a) the basic cost of a War damaged vehicle shall be the total cost to the Allied Government of said vehicle delivered in Italy, using standards of United States currency in respect to American vehicles and standards of British currency in respect to British vehicles, converted to lire at the present rate of exchange.
- b) The basic cost of all other vehicles shall be their delivered cost in Italy at date of delivery converted to the present rate of exchange.
- c) Deductions from the basic costs at the option of the LEGAL OWNER are hereby authorized for:

- (1) depreciation due to wear and tear, and
- (2) deduction for lack of parts, accessories or essential equipment.

The foregoing deductions will be based as far as possible on actual costs converted to present rates of exchange.

15- The cost of all parts furnished to the REGISTERED OWNER by the LEGAL OWNER shall be priced at cost to the LEGAL OWNER at time of delivery to the REGISTERED OWNER. Determination of price will be in accordance to principles stated in paragraph 13.

16- Whenever the REGISTERED OWNER shall elect to exercise the option of purchase accorded by paragraph 11 above, he shall give notice thereof in writing to the LEGAL OWNER describing specifically which of said vehicles he desires to purchase. Immediately upon receipt of the legal notice, the LEGAL OWNER shall fix and establish the sale prices or prices of the vehicles, as the case may be, pursuant to the provisions of paragraph 13 hereof, and shall forthwith inform the REGISTERED OWNER with respect to same, whereupon the REGISTERED OWNER shall have a period of 5 days either to accept or reject said sale

- prices. If the sale price, in any case, is accepted, the acceptance thereof shall be accompanied by bond of surety in all respect satisfactory as to form and surety to the LEGAL DIVISION of this Headquarters, whereunder specific performance of those parts of this contract relating to the right to exercise the option to purchase, is guaranteed to the LEGAL OWNER and such bond shall provide among other things for the payment of the purchase price in the event the REGISTERED OWNER should default in the payment of same.
- 17-- In the event of a breach of this agreement or any default hereunder by and on the part of the REGISTERED OWNER, he shall forfeit all the monies invested by him in reconditioning and or repairing the vehicles described herein it being understood that the term "invested monies" shall include both labor charges and the cost of all spare parts purchased for the purposes hereof.
- 18-- In all operations conducted hereunder the REGISTERED OWNER shall be responsible for the compensation of the drivers, their helpers or any other employees engaged therein, provided however, that in so far as circumstances may permit, rations will be supplied through some appropriate Agency of the Allied Forces, at the cost of the REGISTERED OWNER.
- 19-- The LEGAL OWNER hereby undertakes and agrees to supply at the cost of the REGISTERED OWNER petrol and tires for the operations contemplated hereunder at rates to be established by appropriate Military Authorities.
- 20-- Nothing herein contained shall be construed as a guarantee of minimum mileage with respect to any of the operations aforesaid, but the REGISTERED OWNER may at his option, establish a minimum remuneration to cover interest on money invested and certain overhead expenditures.

21- The LEGAL OWNER reserves the right to terminate this agreement or any renewal or modification thereof at any specified time 30 days after the date of mailing or giving written notice to the REGISTERED OWNER of such termination. Proof of mailing shall be sufficient evidence of the notice upon the REGISTERED OWNER.

22- In the event any dispute arises over any of the provisions of this contract because of the existence of the Italian version of the same, the English version hereof shall always prevail.

23- The vehicles which are to be operated hereunder and sold pursuant to the option provided for herein, are as follows:

<u>NAME</u>	<u>TYPE</u>	<u>SERIAL</u> <u>No.</u>	<u>MODEL</u>	<u>TONNAGE</u>
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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names the day and year first above written.

HEADQUARTERS REGION IV
Allied Control Commission
APO 394

TO : Ditta GIANNINI

Viale Angelico 19 - Roma -

SUBJECT : Salvage - Civilian Vehicles & Transport

FILE NO : R4/ENG/59

9th July 1944

1. Reference our recent interview.
2. The following provisional arrangements will be made subject to cancellation or modification by this Headquarter in writing at any time, either in whole or in part, by seven days notice in writing.

3. You will open a guarantee account with the Head office in Rome of the Banca Commerciale into which will pay an initial deposit of 300.000 lire. You will request the bank to notify this office direct that this has been done. The arrangements herein set out will not become effective until such notification is received by us.
4. You will submit the names and addresses of two independent valuers without delay to this office, for approval who will undertake the valuation of vehicles, the basis of valuation being list prices as at September 9th 1943 less depreciation.
5. Payments to owners will be made out of the guarantee account.
6. The sum to the credit of the guarantee account will never be less than the total liability to unidentified owners. The account will be credited on the first of each month with any deficiency. The bank will be asked to furnish this headquarters with a certificate of balance on the account at the end of each month and to notify credits to us.
7. You will furnish the following particulars with regard to vehicles you wish to be licensed: - Name and address of person from whom acquired, make, maker's number, body and capacity.
8. Provisional permits will be issued to you in respect of vehicles recovered and operated by you. Every such vehicle will have an identification number allotted to it. Such number, together with the name of your company, will be clearly painted on each side of the bonnet of the car.
9. You undertake to place and maintain all vehicles acquired by you in running order at your own expense. Vehicles which are beyond repair are to be broken up and the parts taken into stock as spares.

any time, either in whole or in part, by seven days notice in writing.

3. You will open a guarantee account with the Head office in Rome of the Banca Commerciale into which will pay an initial deposit of 300.000 lire. You will request the bank to notify this office direct that this has been done. The arrangements herein set out will not become effective until such notification is received by us.
4. You will submit the names and addresses of two independent valuers without delay to this office, for approval who will undertake the valuation of vehicles, the basis of valuation being list prices as at September 9th 1943 less depreciation.
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6. The sum to the credit of the guarantee account will never be less than the total liability to unidentified owners. The account will be credited on the first of each month with any deficiency. The bank will be asked to furnish this headquarters with a certificate of balance on the account at the end of each month and to notify credits to us.
7. You will furnish the following particulars with regard to vehicles you wish to be licensed: - Name and address of person from whom acquired, make, maker's number, body and capacity.
8. Provisional permits will be issued to you in respect of vehicles recovered and operated by you. Every such vehicle will have an identification number allotted to it. Such number, together with the name of your company, will be clearly painted on each side of the bonnet of the car.
9. You undertake to place and maintain all vehicles acquired by you in running order at your own expense. Vehicles which are beyond repair are to be broken up and the parts taken into stock as spares.
10. This headquarters undertakes no liability whatsoever towards you or any third party. Every person from whom a vehicle is acquired will be so informed by you in writing.
11. Region IV, ACC, will compensate you for the said services at the rate of 6 lire per ton (10 Quintals) per Km road distance. Payment will be made at the end of each week. We reserve the right to determine truck capacity.
12. It is agreed that the liability of Region IV, ACC, is limited to the supply of petrol, oils, grease and naphta, together with

the payment of 6 lire per ton per Km.

E.J. EDWARDS,
Colonel R.E.
Regional Engineer

Copy to:
Regional Finance Officer, Region IV

Copy to:
Regional Finance Officer, Region IV

1502

HEADQUARTERS ALLIED COMMISSION
APO 394
TRANSPORTATION SUB-COMMISSION

This agreement made and entered into on this 14 day of July 1945, by and between Allied Commission and Ministry of Transport, Italian Government and Ministry of the Treasury, hereinafter called the operators.

The Allied Commission agrees to make available to the operators the motor vehicles listed in Exhibit "A", attached hereto on the following terms and conditions:

1. Monthly depreciation charge for each vehicle in the sum of _____ per vehicle.

2. The operator unconditionally guarantees to return to Allied Commission each of said vehicles together with all tools, equipment and accessories upon the expiration, or sooner termination, of the arrangement as herein provided in as good condition and repair as when received by said operator, ordinary wear and tear only excepted. Upon said operator's failure or inability so to do, whatever the cause, the operator shall return each such vehicle in its then condition to the Allied Commission and forthwith pay to the Allied Commission such sum as Allied Commission shall determine is necessary to place the vehicle in that condition and state of repair in which it should be returned by the operator under the terms hereof.

3. The said vehicles shall be used exclusively for the movement of freight, goods and merchandise but only in such places and in such manner as shall be directed by the Allied Commission or such other office or officer as may be designated by it, and charges and tariffs for such use shall be those set out in Ministerial Decree, 30 January 1945, published in "Gazzetta Ufficiale" dated 8 February 1945, N. 17, or any amendment thereto.

4. The operator shall at its own expenses maintain the said vehicles in good condition. For the purpose of providing adequate time for maintenance and repair, each vehicle shall be kept off the road for such periods of time as the Allied Commission may determine and laid out in Vehicle Maintenance Instruction No. 1 dated 6 October 1944.

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

6. The operator shall keep and maintain such records in connection with the use and maintenance of said vehicles as shall be directed by the Allied Commission.

7. The operator shall indemnify and save harmless the Allied Commission and the United Nations and each of them from all claims

1. Monthly depreciation charge for each vehicle in the sum of _____ per vehicle.

2. The operator unconditionally guarantees to return to Allied Commission each of said vehicles together with all tools, equipment and accessories upon the expiration, or sooner termination, of the arrangement as herein provided in as good condition and repair as when received by said operator, ordinary wear and tear only excepted. Upon said operator's failure or inability so to do, whatever the cause, the operator shall return each such vehicle in its then condition to the Allied Commission and forthwith pay to the Allied Commission such sum as Allied Commission shall determine is necessary to place the vehicle in that condition and state of repair in which it should be returned by the operator under the terms hereof.

3. The said vehicles shall be used exclusively for the movement of freight, goods and merchandise but only in such places and in such manner as shall be directed by the Allied Commission or such other office or officer as may be designated by it, and charges and tariffs for such use shall be those set out in Ministerial Decree, 30 January 1945, published in "Gazzetta Ufficiale" dated 8 February 1945, N. 17, or any amendment thereto.

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

6. The operator shall keep and maintain such records in connection with the use and maintenance of said vehicles as shall be directed by the Allied Commission.

7. The operator shall indemnify and save harmless the Allied Commission and the United Nations and each of them from all claims of every kind and description asserted against them, arising or growing out of the use or operation of said motor vehicles.

8. The operator shall carry such insurance policies as he may be able to obtain in amounts specified by Allied Commission insuring the vehicles against property damage, theft and fire and insuring the Allied Commission against liability for damage to persons or property, third party and employee risks.

1521

9. This agreement may be terminated by the Allied Commission as to any or all of said vehicles upon thirty (30) days written notice.

Accepted and agreed to _____

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

4520

TRANSLATION

COPY

EXERPT FROM THE EXTRAJUDICIAL ESTIMATE REPORT CONCERNING THE FOLLOWING MOTOR VEHICLES, THE PROPERTY OF HEADQUARTER REGION IV - ALLIED COMMISSION - APO 394- RECOVERED BY FIRMA IMPRESE VIRGILIO CANCELLIERI :

- 1) Motor Truck KRUPP A.G.E.SSEN - FRAME N° 92628- ENGINE N° 50133 and others .

We the undersigned, technical Consultants, Ing. Remo Buglielli, assisted by Ing. Tommaso Carosi, have been appointed by Headquarter - Region IV - Allied Commission APO 394- to describe and estimate the value of the wrecked motor trucks as above stated. The estimate is to be made at the date of 9th. Sept. 1943 .

ESTIMATING STANDARDS - The estimate is being made by us, in conformity with the standards set by H.Q. Region IV Allied Commission on the basis of ordinary commercial value of wrecks at the 9th. of September, taking into account the type of construction, the state of obsolescence and the market value of second hand vehicles at the above date, besides all particulars drawn from direct inspection of wrecks. On the 20th. February 1945, in the Terni Province, the following wrecked Trucks have been found :

- 1) Motor Truck Krupp A.G.Essen - Frame N° 92628 - Engine N° 50122 . It proves to be lacking : 6 wheels and tyres - battery and electric installations - braking system and suspensions - the whole bodywork .
The engine is lacking : starter motor, generator, carburetor, distributor, induction coil, front carter .
The value of the wreck is estimated at Lire 50.000-

Estimates of other trucks follow :
Therefore, we the undersigned, Technical Consultants Ing. Remo Buglielli, residing in Via Dora N° 2, and Ing. Tommaso Carosi, residing in Via Po N° 46, inscribed in the Roll of Engineers of the Province of Rome, in full knowledge and conscience reply to the questions submitted to us, as follows :

The state of the above wrecks conforms to the above statement .

The value of the wrecks, at the date of 9th. Sept. 1943 is the following :

appointed by Headquarter - Region IV - Allied Commission Apo 394- to describe and estimate the value of the wrecked motor trucks as above stated. The estimate is to be made at the date of 9th. Sept. 1943 .

ESTIMATING STANDARDS - The estimate is being made by us, in conformity with the standards set by H.Q. Region IV Allied Commission on the basis of ordinary commercial value of wrecks at the 9th. of September, taking into account the type of construction, the state of obsolescence and the market value of second hand vehicles at the above date, besides all particulars drawn from direct inspection of wrecks. On the 20th. February 1945, in the Terni Province, the following wrecked Trucks have been found :

1) Motor Truck Krupp A.G.Essen - Frame N° 92628 - Engine N° 50122 . It proves to be lacking : 6 wheels and tyres - battery and electric installations - braking system and suspensions - the whole bodywork .

The engine is lacking : starter motor, generator, carburetor, distributor, induction coil, front carter .

The value of the wreck is estimated at Lire 50.000-

Estimates of other trucks follow :

Therefore , we the undersigned, Technical Consultants Ing. Remo Buglielli, residing in Via Dora N° 2, and Ing . Tomaso Carosi, residing in Via Po N° 46, inscribed in the Roll of Engineers of the Province of Rome, in full knowledge and conscience reply to the questions submitted to us , as follows :

The state of the above wrecks conforms to the above statement .

The value of the wrecks, at the date of 9th. Sept. 1943 is the following :

1) Motor Truck KRUPP - Frame N° 92628- Lire 50.000 -
Other valuations follow .

The Technical Consultants

4519

signed : Ing. T. CAROSI
Ing. R. BUGLIELLI

ROYAL UNIFIED DISTRICT COURT OF ROME

On the 24th. of February 1945, Engineers Memo Buglielli and Tommaso Carosi have appeared before the undersigned Chancellor, and have asked to confirm by oath the above estimate, drawn up by order of Headquarter Allied Commission.

After the admonishments set down by the law, they have separately repeated the following statement :

" I swear to have carried out well and faithfully the operations entrusted to me, with the only purpose of causing the Judges to know the truth " .

On which, the present certificate has been drawn up, read; confirmed, and signed here under.

The Chancellor

(signed) ACCONCY

(signed) T. CAROSI

B. BUGLIELLI

After the admonishments set down by the law ,
they have separately repeated the following statement :

" I swear to have carried out well and faithfully
the operations entrusted to me, with the only purpose of
causing the Judges to know the truth " .

On which , the present certificate has been
drawn up , read ; confirmed, and signed here under.

The Chancellor

(signed) ACCONCY

(signed) T. CAROSI

B. BUGLIELLI

00621

THE COMMISSIONERS
ALLIED CONTROL COMMISSION
ECONOMIC SECTION
APR 30A

27 April 1944

IS/42

SUBJECT: Road Transport Organization in Province of

MEMO TO:

Pursuant to prior agreement, the Allied Control Commission will make available to your organization the motor vehicles listed in Exhibit A, attached hereto, upon the following terms and conditions.

1. A monthly depreciation charge for each vehicle in the amount of 2.00 lire per vehicle/kilometer covered in the month by such vehicle shall be payable at the end of each month as may be directed by the Allied Control Commission; provided, however, that if this arrangement shall be discontinued or revised there shall be paid on the effective date of this action a sum equivalent to a depreciation charge for each vehicle of 2.00 lire per vehicle/kilometer, covered by each vehicle subsequent to the date of the last payment or the effective date of receipt of the vehicle, if no payments have been made prior to that time.

2. Your organization unconditionally guarantees the return of each of said vehicles together with all tools, equipment and accessories to the Allied Control Commission upon the completion or sooner termination of assignment, as herein provided, in as good condition and repair as when received by your organization, ordinary wear and tear only excepted. In the failure or inability so to do, whatever the cause, your organization at the option of the Allied Control Commission shall either (1) forthwith pay the Allied Control Commission an amount equivalent to the value of each such vehicle not so returned, as set forth and specified in Exhibit A, less the total of depreciation charges paid by your organization as to each such vehicle, and each such vehicle upon the payment of the afore said sum shall become the property of your organization or (2) return each such vehicle to the Allied Control Commission in charge of Allied Control Commission and forthwith pay to the Allied Control Commission such sum as the officer in charge of Allied Control Commission determines shall be necessary to place the vehicle in that condition and state of repair in which it should have been returned by your organization under the terms hereof.

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

4. A daily rate per vehicle will be charged, when vehicles are used by one assignee for the whole of an eight hour day and when during that period 50 or less than 50 vehicle kilometers are covered. If more than 50 vehicle kilometers are covered in the day, the daily rate will not apply, but the regular tariff (see the Exhibit C) will be charged by the company. If the vehicles are used by more than one assignee in a day and over a total of less than 50 kilometers in the day, the regular tariff (see the Exhibit D) will be charged by each assignee for the kilometers run in his account.

1. A monthly depreciation charge for each vehicle in the amount of 2.07 lire per vehicle/kilometer covered in the month by each vehicle shall be payable at the end of each month or may be directed by the Allied Control Commission; provided, however that if this arrangement shall be discontinued or revised there shall be paid on the effective date of this action a sum equivalent to a depreciation charge for each vehicle of 2.07 lire per vehicle/kilometer, covered by each vehicle subsequent to the date of the last payment or the effective date of receipt of the vehicles, if no payment has been made prior to that time.

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

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

4. A daily rate per vehicle will be charged, when vehicles are used by an assignor for the whole of an eight hour day and when during that period 50 or less than 50 vehicle kilometers are covered. If more than 50 vehicle kilometers are covered in the day, the daily rate will not apply, but the regular tariff (see the Exhibit C) will be charged by the assignor. If the vehicles are used by more than one assignor in a day and cover a total of less than 50 kilometers in the day, the regular tariff (see the Exhibit C) and not the daily rate will be charged to each assignor for the kilometers run on his account.

5. The daily rate per vehicle will consist of a basic charge of 657 lire plus two-thirds of the established tariff for the kilometers covered up to 50 kilometers. (The basic charge of 657 lire is the estimated cost of general expenses). In examples to given, as follows, of a daily rate when 40 kilometers are covered in the day:-

The attached tariff indicates that the rate per vehicle/kilometer for 40 kilometers is 79.05. This figure is multiplied by 40 to the cost of a 3 ton vehicle, because the charge will always be made for a full load. 79.05 multiplied by 40 equals 3162.00. Two thirds of this amount is 2108.00. The basic charge of 657 is added to this amount and the daily rate, when 40 kilometers are covered, is equal to 1755 lire.

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6. Your organization shall at its own expense maintain the said vehicles in good condition and repair, replacing all missing or damaged parts, tools, equipment and accessories. For the purpose of providing adequate time for maintenance and repairs as aforesaid, each vehicle shall be kept off the road for such period of time as the Regional Transportation Officer (needs) may determine. Spare parts, tools, equipment and accessories will be made available to your organization by the Allied Control Commission upon payment of the price established by the Allied Control Commission therefor, and the cost of the time or items which such purchase or purchases are intended to replace, or a certificate in form satisfactory to the Allied Control Commission as to your organization's liability as to do.

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

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

9. Your organization will indemnify and save harmless the Allied Control Commission and the United Nations and each of them from all claims of every kind and description asserted against the Allied Control Commission arising or growing out of the use or operation of said motor vehicles.

10. You will take out such insurance policies and limits amounts, as shall be specified by the Regional Transportation Officer (needs), insuring the vehicles against property damage, theft and fire and insuring the Allied Control Commission against liability for damage to persons or property, third party and employees risks.

11. This arrangement may be determined by the Allied Control Commission as to any or all of said vehicles without prior notice.

D.S. ADAMS
Colonel, U.S.
Executive Officer
Logistics Section

Accepted and agreed to _____

7. The Allied Control Commission shall have the right at all times to inspect and vehicles, according to schedule for that purpose upon the drivers of the vehicles to be inspected shall be present.

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

9. Your organization will indemnify and save harmless the Allied Control Commission and the United Nations and each of them from all claims of every kind and description asserted against the Allied Control Commission arising or growing out of the use or operation of said motor vehicles.

10. You will take out such insurance policies and in the amount, as shall be specified by the Regional Transportation Officer (Roads), insuring the vehicles against property damage, theft and fire and insuring the Allied Control Commission against liability for damage to persons or property, third party and employees risks.

11. This arrangement may be determined by the Allied Control Commission as to any or all of said vehicles without prior notice.

P. S. ADAMS
Colonel, G. F.
Executive Officer
Economic Section

Accepted and agreed to be _____

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