

ACC

AC/47A/TN5

10000/14P/2603

CA
AU

115 10000/140/2603 CLAIMS IN RESPECT OF
AUG. 1944-OCT. 1945 FIRE

GENERAL HEADQUARTERS CMF

Claims Commission and Hirings Directorate (Br)

To : H.Q. Allied Commission,
A.P.O. 394
(Transportation Sub-
Commission).

CCHD/343/1

10 October 45.

Subject : Claim for Crops and buildings
damaged by fire - Cerignola
(Foggia Province)

Reference the above subject and your AC/47/33/Tn.5 of 24 September 45 thereon.

1. The claims arising out of this incident would, on the information supplied by you, appear to be the responsibility either of the Insurance Company concerned or, if the technical conditions of the latter's policy exonerate it from liability, of the hirers themselves of the involved vehicle.
2. We understand from a letter dated 4 August 45 and addressed to D.A.D. 49 Claims and Hirings by Truck Pool No. 1 Governo Italiano, Foggia, that the hirer was the Consorzio Agrario in Ascoli Satriano.
3. In these circumstances this Commission would seem to have no further interest in the matter: and D.A.D. 49 Claims and Hirings is being instructed to inform the only claimant which has so far addressed itself to us - L'Amministrazione Casa Zezza, Cerignola - that any further steps it wishes to take should be taken through Truck Pool No. 1 Governo Italiano.

Tel: 11584
3/GHJ.

Copy to : D.A.D. Claims,
49 Claims and Hirings,
C.M.F.

For compliance with para 3 above
and thereafter closing of your file.

P. TYRRE,
Lt.Col,
for Brigadier,
V.P.C.C. and D. of Hqs.

HEADQUARTERS ALLIED COMMISSION

•APO 394

TRANSPORTATION SUB-COMMISSION

EXT

REF

SUBJECT

TO

566

AC/47/21/Tn5

CLAIMS

: D.A.D 49 - Claims & hirings,

24 September 1945

129

1. Reference your cc3/49/832/A (X) dated 14 June 1945 and subsequent reminders, the information required by you has at last come to hand and is set out below.
2. In reply your para 3 :
 - a) As far as can be ascertained, no agreements were ever made on this point. It is suggested that the Truck Pool in the capacity of carriers would be responsible for their drivers actions.
 - b) It is presumed that Italian law will give the answer to this question. The Policy No 26792 covering this vehicle (copy attached) is however understood to cover damages directly to third parties or to merchandise carried for third parties.
 - c) Does not apply.
 - d) The load whilst on the truck is the responsibility of the driver who signs for and obtains a signature for the load, but as the driver is an employee of the Truck Pool it is submitted the ultimate responsibility devolves on to the Truck Pool.
 - e) Copy of Policy 26792 is enclosed.
3. Further information from the Truck Pool has been received as follows:
 - a) The vehicle was proceeding to a loading point, loaded with empty sacks.
 - b) The loading party discovering fire among the sacks quickly unloaded the sacks onto both sides of the road and the wind spread the flames to the fields.
 - c) The "Assicuratrice Italiana" disclaim respon

C. 47/47 J32/gbl

REF

AC/47/31/Tn5

24 September 1945

SUBJECT

: CLAIM

TO

: D.A.D 49 - Claims & Holdings,

129

1. Reference your cc3/49/832/A (P) dated 14 June 1945 and subsequent reminders, the information required by you has at last come to hand and is set out below.
2. In reply your para 1:
 - a) As far as can be ascertained, no agreements were ever made on this point. It is suggested that the Truck Pool in the capacity of carriers would be responsible for their drivers actions.
 - b) It is presumed that Italian law will give the answer to this question. The Policy No 26792 covering this vehicle (copy attached) is however understood to cover damages directly to third parties or to Merchandise carried for third parties.
 - c) Does not apply.
 - d) The load whilst on the truck is the responsibility of the driver who signs for and obtains a signature for the load, but as the driver is an employee of the Truck Pool it is submitted the ultimate responsibility devolves on to the Truck Pool.
 - e & f) Copy of Policy 26792 is enclosed.
3. Further information from the Truck Pool has been received as follows:
 - a) The vehicle was proceeding to a loading point, loaded with empty sacks.
 - b) The loading party discovering fire among the sacks quickly unloaded the sacks onto both sides of the road and the wind spread the flames to the fields.
 - c) The "Assicuratrice Italiana" disclaimer responsibility under policy 26792 for the damage caused by the fire in the fields.
 - d) Certain landowners whose property was damaged or destroyed by the fire were covered by the Assicuratrice Italiana- of Venice and other insurance

companies and claims have been partially liquidated

For the CHIEF COMMISSIONER

J. S. BILLINGHURST
Captain R.A.S.C.

JSB/gbl

HEADQUARTERS ALLIED COMMISSION
APO 394
TRANSPORTATION SUB-COMMISSION

12 JULY 1945

EXT

1- 366

REF

1- AG/47/15/Tn5

SUBJECT

1- Claim in respect of fire .

TO

1- The Director
N° 1 Truck Pool-FOGGIA

127 .

1. Reference fire in which a lorry and considerable damage to farm buildings and produce was caused on 26 July 1944 .
2. Will you please confirm the following points :
 - a) Exactly where did this fire take place
 - b) What was the number and type of lorry destroyed.
 - c) Is this lorry covered on insurance policy N° 26792
 - d) It would appear from copy of policy N° 26792 that damage by fire to third party persons and property is not covered. Please confirm this or otherwise.
 - e) What sums against what claims have the insurance company paid or agreed to pay .

By Command of REAR ADMIRAL STONE

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

ALLIED COMMISSION
TRANSPORTATION SUBCOMMISSION
(ROADS)
Bari

REF : AG/TNR/FO.

6 JULY 1945

SUBJECT: Claim

TO : HQ. Allied Commission
Transportation Sub-Commission
Roads Division

126

Reference your AG/47/I2/Tn-5 dated 22 JUNE
and attached letter from DAD Claims now returned.

1. With regard to the queries arised by DAD Claims
in para 3 of his letter it is regretted that no definite
answers can be given as no written agreement was ever made
by No.1 Truck Pool as to the hiring and, therefore, it is
thought that the position is governed by what verbal
Agreements were made by the parties concerned (who are
not now available) and Italian Law.

2. Attached is a copy of the Insurance Policy
No. 26732, under which, it is understood, from OO No.1 Truck
Pool, the Coy. have accepted liability. It is suggested
that this be forwarded to DAD Claims for his perusal.

CHW1/CD


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

SUBJECT:- Claim.Ref:- CC3/49/832/A(F)
14 June 1945.
Tel: 13468.H. Q.
Allied Commission,
Transportation Sub-Commission,
A.P.O. 394. U.S. Army.

1. We are investigating a claim arising out of a fire which was started on 26 July 1944 at Cerignola (Foggia Province) by vehicle No. 4830844 on charge to Transportation (Truck Pool) officer A.C. Foggia. (Your TP1/12 from No. 1 Truck Pool A.C. Foggia - copy sent to you, applies).
2. The damage caused is stated to be in the vicinity of 3,000,000 liras' worth, as the fire spread to a considerable acreage of crops and destroyed a series of farm buildings. The truck, at the time, was, we gather, on hire to C.A.P. for civilian transport purposes. We further understand that it was covered for 3rd party risks with Assicurazione Italiana, Foggia.
3. In order that we may reach a decision as to liability for this claim, can you please supply us with information as follows :-
 - (a) Under the terms of the hiring agreement, to whom falls the responsibility for the driver's actions, i. e. does he virtually become the employee of the hirer?
 - (b) Who is responsible for any damage that may occur to the vehicle, A.C. or the hirer?
 - (c) What are the terms of the hiring agreement from the point of view of insuring against the risks stated in (a) & (b).
 - (d) Whilst the load is on the lorry, whose responsibility is it?
 - (e) If any insurance is essential under the terms of the hiring agreement, was it in fact taken out and with what company?
 - (f) Under the terms of the 3rd party risk policy No. 26792, can it be held that, as the damage was caused to the property of a third party, the liability devolves on the insurance company?

4. We shall appreciate your assistance in this matter. If you prefer that we investigate the 3rd Party risk policy, perhaps you will forward it to us with your reply.

LRB/WP

Edward K. ...
Major.
DAD 49 Claims & Hirings.

JSB/gbl

HEADQUARTERS ALLIED COMMISSION
APO 394
TRANSPORTATION SUB-COMMISSION

33

EXT :- 566 24 September 1945
REF :- AC/47/33/Tn5
SUBJECT :- Claim for crops & buildings
damaged by fire-Cerignola(Foggia Prov.)
TO :- Claims Commission and Hirings Directorate
(Br) A.F.H.Q.

1. Reference your C C H D/343/dated 20 Sept.'45 .
2. Information required has just been received and the attached reply sent to D.A.D.49 Claims .
3. In reply to your paragraph 4, there would appear to be some doubt as to whether the insurance company is liable for damage caused by the load insured . The " Assicuratrice Italiana " appear to claim that they are only responsible for the load insured and not for damage caused by that load setting fire to other property (see attached letter from N° 1 Truck Pool reference 1444/Rc dated 17 September 1945 .

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For the Chief Commissioner

J.S.BILLINGHURST
Captain R.A.S.C.

ALLIED FORCE HEADQUARTERS

Claims Commission and Hirings Directorate (Br)

f AC/47/32

Headquarters,
Allied Commission,
Transportation Sub-Commission,
A.P.C. 374. U.S. Army.

CCHD/343/1

20 Sept 45.

Subject: Claim for crops and buildings damaged
by fire - Cerignola (Foggia Province).

Reference the above subject.

1. Copy of letter dated 14 June 1945 sent to you by DAD 49 Claims and Hirings is attached hereto.
2. In spite of further reminders sent to you by DAD 49 C. & H. on the 28th June, 23rd July and 21st August the information requested has not yet been supplied.
3. The claim at present made is a large one and other claims arising out of the same incident may also yet be formulated: so that it is a matter of some urgency to come to a decision as to the organization to which claimant should address himself for the compensation of his damages.
4. It is the present view of this Commission that the claim falls to be dealt with by the Insurance Company that insured the vehicle against third-party risks. Your confirmation of this view is requested, together with your answers to the questions put in the letter of 14 June already referred to.
5. For the reasons given we will be very much obliged if you will treat this matter as one of urgency.

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Paul Tyrie

PAUL TYRIE.
Lieut-Colonel,
for Brigadier,
V.P.C.C. and D. of Hqs.

3/GHJ.

COPY

SUBJECT:- Claim

Ref:- 003/49/832/A(W)

14 June 1945.

Tel: 18468.

H.Q.,
 Allied Commission,
 Transportation Sub-Commission,
 A.P.O. 394. U.S. Army.

1. We are investigating a claim arising out of a fire which was started on 26 July 1944 at Cerignola (Foggia Province) by vehicle No. 4830824 on charge to Transportation (Truck Pool) officer A.C. Foggia. (Your TFI/12 from No.1 Truck Pool A.C.Foggia - copy sent to you, applies).

2. The damage caused is stated to be in the vicinity of 3,000,000 liras' worth, as the fire spread to a considerable acreage of crops and destroyed a series of farm buildings. The truck, at the time, was, we gather, on hire to C.A.P. for civilian transport purposes. We further understand that it was covered for 3rd party risks with Assicurazione Italiana, Foggia.

3. In order that we may reach a decision as to liability for this claim, can you please supply us with information as follows:-

(a) Under the terms of the hiring agreement, to whom falls the responsibility for the driver's actions, i.e. does he virtually become the employee of the hirer?

(b) Who is responsible for any damage that may occur to the vehicle, A.C. or the hirer?

(c) What are the terms of the hiring agreement from the point of view of insuring against the risks stated in (a) & (b).

(d) Whilst the load is on the lorry, whose responsibility is it?

(e) If any insurance is essential under the terms of the hiring agreement, was it in fact taken out and with what company?

(f) Under the terms of the 3rd party risk policy No.26792, can it be held that, as the damage was caused to the property of a third party, the liability devolves on the insurance company?

4. We shall appreciate your assistance in this matter. If you prefer that we investigate the 3rd Party risk policy, perhaps you will forward it to us with your reply.

(sgd) L.R. FISHER, Lieut.
 for

ME/MP.

Major,
 DAD 49 Claims & hirings.

Truck Pool N. 1 Governo Italiano

FOGGIA

Telefono 73 - 74

Prot. N. I244/Rc

Risposta al foglio N. AC/47/27/Tn5

del 13 September 45.....

Foggia, 17 September 1945
Via Domenico Cirillo, 100

HEADQUARTERS ALLIED COMMISSION
APO 394
TRANSPORTATION SUB COMMISSION

Reference your AC/47/27/Tn5 re-fire on 26 July 44, we

point out as follows:

- I. The place of the accident was Farm Torre Alemenne, in Cerignola.
2. The vehicle was a 15 cwt (Chevrolet) N° 5379204/II0.
3. Above mentioned truck is covered by assurance policy N° 26792.
4. The policy 26792 ensures the damages that the vehicle can procure directly to third parties or to merchandise belonging to third parties and not damages produced to third parties by merchandise loaded by the truck.

The vehicle N° 5379204/II0 was loaded with empty sacks and was proceeding to loading point; suddenly the personnel in charge of loading observed a principle of fire among the sacks and in order to avoid the fire was propagated, threw out the sacks bursting, that because, of the wind, arrived in the fields situated on both side of the road, producing several fires in many farms.

The "Assicuratrice Italiana" that is the society of the policy N° 26792, must not liquidate any sum, because the a/m damages have been produced by merchandise loaded by truck and not by truck directly.

From informations received by the a/m society, we found out that damaged parties were ensured against fires and that they have been liquidated partially by "Assicuratrice Generale" of Venice and by other societies.

The truck Dodge N° L5619065 has never been on strength to this Truck Pool.

THE GENERAL MANAGER
SALVATO TOMMASO

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TRUCK POOL N° 1
GOVERNO ITALIANO
FOGGIA

Reference your AC/47/27/Tn5 re-fire on 26 July 44, we point out as follows:

1. The place of the accident was Farm Torre Alenenna, in Cerignola.
2. The vehicle was a 15 cwt (Chevrolet) No 5379204/TIO.
3. Above mentioned truck is covered by assurance policy No 26792.
4. The policy 26792 secures the damages that the vehicle can procure directly to third parties or to merchandise belonging to third parties and not damages produced to third parties by merchandise loaded by the truck.

The vehicle No 5379204/TIO was loaded with empty sacks and was proceeding to loading point; suddenly the personnel in charge of loading observed a principle of fire among the sacks and in order to avoid the fire was propagated, threw out the sacks bursting, that because, of the wind, arrived in the fields situated on both side of the road, producing several fires in many farms.

The "Assicuratrice Italiana" that is the society of the policy No 26792, must not liquidate any sum, because the a/m damages have been produced by merchandise loaded by truck and not by truck directly.

From informations received by the a/m society, we found out that damaged parties were ensured against fires and that they have been liquidated partially by "Assicuratrice Generale" of Venice and by other societies.

The truck Dodge No L5519065 has never been on strength to this Truck Pool.

TRUCK POOL
GOVERNO ITALIANO
F O G I A

THE GENERAL MANAGER
SALVATO TOMMASO

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SUBJECT:- Claim

CC3/49/832/A (F)
21 Aug 45

H. Q. Allied Commission
Transportation Sub Commission
APC 394

1. Ref your AC/47/20/TM5 dated 30/7/45 we regret that we must now press for a full reply to our letter dated 23rd July.
2. Our file is now complete except for this information and our H. Q. is awaiting the return of the file to make a decision.
3. Your assistance will be appreciated.

F/EM

Edward R. Fisher
Major.
D.A.D. 49 Claims and Hirings.

SUBJECT:- Claim

CC3/49/832/A (F)
23 Jul 45

H.Q. Allied Commission
Transportation Sub Commission
A.P.O. 394 U.S. Army.

1. We refer to our letter of 14th June (copy enclosed) and our subsequent memo of 28th June.
2. May the matter please be attended ^{to} and an early reply be forwarded.

F/EM

Edward R. Fitch
Major.
D.A.D. 49 Claims and Hirings.

(copy)

SUBJECT:- ClaimCC3/49/832/A (F)
14 Jun 45
Tel: 13468H. Q. Allied Commission
Transportation Sub Commission
A.P.O. 394 U.S. Army

1. We are investigating a claim arising out of a fire which was started on 26 July 1944 at Cerignola (Foggia Province) by vehicle No 4830844 on charge to Transportation (Truck Pool) officer A.C. Foggia. (Your TEL/12 from no 1 Truck Pool A.C. Foggia - copy sent to you, applies).

2. The damage caused is stated to be in the vicinity of 3,000,000 liras' worth, as the fire spread to a considerable acreage of crops and destroyed a series of farm buildings. The truck, at the time, we gather, was on hire to C.A.P. for civilian transport purposes. We further understand that it was covered for 3rd party risks with Assicurazione Italiana, Foggia.

3. In order that we may reach a decision as to liability for this claim, can you please supply us with information as follows:-

- a) Under the terms of the hiring agreement, to whom falls the responsibility for the driver's action, i.e. does he virtually become the employee of the hirer?
- b) Who is responsible for any damage that may occur to the vehicle, A.C. or the hirer?
- c) What are the terms of the Hiring agreement from the point of view of insuring against the risks stated in (a) & (b).
- d) Whilst the load is on the lorry, whose responsibility is it?
- e) If any insurance is essential under the terms of the hiring agreement, was it in fact taken out and with what company?
- f) Under the terms of the 3rd party risk policy No 26792, can it be held that, as the damage was caused to the property of a third party, the liability devolves on the insurance company?

4. We shall appreciate your assistance in this matter. If you prefer that we investigate the 3rd Party policy, perhaps you will forward it to us with your reply.

DEF/EM

C.E. *[Signature]* for Major.
D.A.D. 49 Claims and Hirings.

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Subject / Claims

To : Senior Transportation Officer, A.C. Bari July 3, 1945

Ref: MPI /

1. Reference your AC/THR/THI/FO dated 30 June 45 and in reply to questions contained in para 3 of CC3/49/832/A (F) dated 14 June 1945.

2. (a) No agreement on the subject of responsibility for loads on third party risks has ever been made between NOI Truck Pool A.C. and hirers of their trucks.

(b) Therefore under common law it is submitted that the owners are responsible i.e. NOI Truck Pool A.C.

(c) In view of (a) above there are no terms but an insurance policy was taken out to cover the NOI Truck Pool A.C.

(d) The load whilst on the truck is the responsibility of the driver who signs for and obtains a signature for the load, but as the driver is an employee of the Truck pool it is submitted that the ultimate responsibility devolves onto the Truck pool.

(e & f) The attached copy of policy No 26722 should answer these questions.

3. It is understood that the Insurance Company have accepted responsibility for all 3rd party damage caused by the accident in question. It is suggested that the Company be communicated with to ascertain to what extent responsibility has been accepted.

J.S. BILLINGHURST, Capt. R.A.S.C.
Transportation (Truck pool) Officer.

Foggia

PI TRUCK POOL A.C.

Foggia Zone

Subject: Claim

June 8th, 1945

To : D.A.D. 49 Claim & Hirings, C.M.F.

Ref: : TPI/12

1. Ref your CC3/49/832/A dated 5 June 45.
2. Full details of Insurance company who issued 3rd party policy No 26792 dated 16 June 1944 are:-

"L'ASSICURATRICE ITALIANA "

Local Representative: Giovanni punzo
piazza Oberda,, 5

FOGGIA


J. Z. BILLINGHURST, Capt. R.A.S.C.
Transportation (Truck Pool) officer
A.C. FOGGIA

SUBJECT:- ClaimRef:- CC3/49/832/A
5 June 1945

O.C.

No. 1 Truck Pool, Allied Commission
FOGGIA

1. Ref your TPL/12 dated 26 May 45.
2. Will you please forward to this office the full name and address of the Insurance Company who issued 3rd Party Policy No. 26792 dated 16 June 44.
3. No further documents are held in this office which might be of interest to you.

S/EL

W. Spencer Cape
Major.
D.A.D. 49 Claims and Hirings.

Net Truck Pool A.C.
Torres Zone

Subject: Claims

To : D.A.D. 48 Claims and Hirings, C/A.F.

Ref : WHI/12

Date : May 26th, 1945

I. Reference your CCS/AS/322/A(5) dated 13 May 45 re fire at Torre Alesma Farm in which Chevrolet 480824 was damaged by fire.

2. Replies to your questions are below:

a) The vehicle was on charge to Net Truck Pool, Allied Control Commission.

b) The vehicle was hired by C.A.F. from the A.C.C. Truck Pool for the carriage of grain for civilian consumption.

c) The vehicle was insured against third party risks only with Assicuratrice Italiana, Reggio, under policy No 6792 dated 16 June 1944. As a point of interest all the actual trucks of Net Truck Pool were covered against damage on 1st April 45 in addition to third party risks.

d) I have ascertained that no action was actually taken in an Italian Court.

e) I am not competent to say who was responsible for accidents to vehicles at the time (22 July 1944) of the destruction by fire of the vehicle under discussion and would suggest you apply for a ruling on this matter to:

Headquarters,
Allied Commission,
Transportation Sub Commission,
A.P.O. 394 U.S. Army

3. Copies of all correspondence relative to this matter and in my possession are enclosed. If you have any other documents not included in these will you please let me have three copies of each for A.C. records.

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I. Reference your COS/45/802/A(S) dated 18 May 45 re fire at Torre Alesanna Farm in which Chevrolet 4833344 was damaged by fire.

2. Replies to your questions are below:

a) The vehicle was on charge to H-1 Truck Pool, Allied Control Commission.

b) The vehicle was hired by C.A.F. from the A.C.C. Truck Pool for the carriage of grain for civilian consumption.

c) The vehicle was insured against third party risks only with Assicuratrice Italiana, Poggia, under policy No. 6782, dated 13 June 1944. As a point of interest all the actual trucks of H-1 Truck Pool were covered against damage on 1st April 45 in addition to third party risks.

d) I have ascertained that no action was actually taken in an Italian Court.

e) I am not competent to say who was responsible for accidents to vehicles at the time (22 July, 1944) of the destruction by fire of the vehicle under discussion and would suggest you apply for a ruling on this matter to:

Headquarters,
Allied Commission,
Transportation Sub Commission,
A.P.O. 324 U.S. Army

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3. Copies of all correspondence relative to this matter and in my possession are enclosed. If you have any other documents not included in these will you please let me have three copies of each for A.C.C. records.


J. D. CUNNINGHAM, Capt. A.C.C.
Transportation (Truck Pool) Officer
A.C.C. Poggia

Copies to: HQ. A.C.C. Transportation Sub Commission (2)
Senior Transportation Officer, A.C.C. Bari (1)

SUBJECT :- Claim

Ref: CC3/49/832/A(S)
18 May 45
Tel: 12649

Transportation Officer,
MVI Truck Pool,
Allied Commission,
ROGGIA.

1. Ref your TPI/12 dated 7 Feb 45 re: Fire at Torre Alemanna Farm.
2. Will you please forward your replies to the following questions :-
 - a) To whom was the vehicle on charge at the time of the accident ?
 - b) What were the terms upon which this vehicle was being used ?
 - c) Was the vehicle insured ?
 - d) What was the result of the action in the Italian courts ? (Vide your TPI/5 dated 10 Sep 44).
 - e) Is A.C. responsible for accidents etc. to vehicles ?

Major
DAD 49 Claims & hirings

Subject: Claim for fire at Cerignola
 To : D.A.D. Claims & Hearings, Rome

Ref: TPI/5

Herewith copy of letter received at this office on 9 Sept 44, being claim for damage caused by fire at Cerignola on 22 July.

It is pointed out that this is the first intimation received by the undersigned officer that any such claim was pending, the fact was taken over on 18 Aug 44 and no information was given by the outgoing officer.

The two drivers mentioned are on location, but they have been recalled and statements will be forwarded to you as soon as possible.

It appears that some sacks became ignited in the truck and were thrown on to the roadside, but it is understood that the major fire started some hours previously, so the major part of the claim may well be a bogus one.

It is also reported that the whole matter is sub judice in the Italian courts.

It is regretted that the statements above must be qualified but very little authentic information is available at this juncture.

10 Sept 44

Rome

(sgd) D.H. WALKER Capt.
 CC War Truck Pool, ACC Foggia Province SR

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Carignola, 28/8/44

TO : N°1 Truck pool, Poggia

Note the following:

On 22 July 44, at the 1400 hrs, interterritory of Ascoli Gatriano in locality S. CARLO, from your truck N° 844/307 driven by the drivers CHIERICOZZI Mansio di Nunzio from Ascoli Gatriano and BENEONE Potito di Antonio from Ascoli Gatriano, passing in transit for account of the Consorzio Ammassi of Ascoli Gatriano, all of a sudden the truck was in flames was thrown on ground to save the truck some bags in flames which provoked a great fire in the zone and it spread also in the territory of CAPICCIOTTO destroying about 300 hectares of pasture-field, the harvest of 203 farms, about one hundred trees and a large sheepfold of area 1500 mq.

Estimated by an expert, the damage amounts to about 3 millions lire.

We pray you to interest yourself for ascertainment of the responsibility and for the eventual indemnity of the damage.

THE ADMINISTRATOR OF ZENZA
HOUSE

(Illegible Signature)

AL COMANDO DEL TRUPPE 5541 DEL

25.9.1944

In merito all'incendio verificatosi sulle tenute S. Carlo, in agro di Ascoli Satriano, e che ha causato i danni i mentati dalla Cassa Mezza, il sottoscritto riferisce quanto segue:

"Il giorno 24 luglio 1944 l'autocarro 4048/27 dell'agenzia di Ascoli Satriano, in consegna al sottoscritto, si recava alla masseria S. Carlo dell'agro di Ascoli di proprietà Revoncelli per la caricazione del grano da trasportare al magnano di Ascoli.

Vengo io ora io in prossimità della masseria e precisamente a circa un kilometro e mezzo dalle stesse, una donna di cui si ignorano le generalità con segni avverti che nel cassone della macchina si notava del fuoco. Perizia in macchina, si constatò che attivamente i sacchi vuoti in esse trasportati bruciavano, per cui allo scopo di evitare l'incendio anche della macchina, si provvide a buttare i sacchi accesi in mezzo alla stiva, allontanando immediatamente il veicolo.

Intervengo però, a causa del vento impetuoso che in quel momento soffiva, al fuoco si propagò immediatamente dalla stiva, a fondo naturale, egli ottigui appezamento della masseria S. Carlo.

A nulla valse il lavoro dei numerosi operai trasportati immediatamente sul posto dell'incendio della vicina masseria con lo stesso autocarro, perché a causa del vento divenuto sempre più tempestoso e a cause principalmente della mancanza delle pretese con fu possibile domare e contenere l'incendio che divenne violento e, dopo aver invaso le ristrette della masseria S. Carlo presso, sulle mazzette della masseria di proprietà Zezza, priva di qualsiasi difesa prevista e disposta dalle leggi.

Non è possibile precisare le cause che determinarono il fuoco sulle macchine, dato che nella stesse non vi era nessuno. L'ipotesi più attendibile che si prospetta è quella che passando le vetture per altre masserie in vicinanza di macchine trattatrici, qualche scintilla partita da queste e trasportate dal vento, sia andata a posarsi tra i sacchi siti nella macchina, causando l'accensione degli stessi.

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ASCOLI Satriano, 14 settembre 1944. F. de Chierico (Autista)

ASSICURATRICE IT (LANA)

Napoli, 4 Novembre 1944

Sin. 217/44

Spett./A.M.G. TRUCK POOL N°1
REGION V

Assm/ne Zezza

F O G G I A

ci riferiamo al controindicato sinistro, per trasmettervi
in copia una lettera pervenutaci dal danneggiato dr. D'Amati di Cerignola.

A questo abbiamo risposto nei termini che rileverete dalla
copia della lettera che gli abbiamo indirizzata e che vi inviamo in copia
per vostra conoscenza.

Distinti saluti.

109

due allegati

COPIA

Napoli, 4. Novembre 1944

Sin. 217/44
RE/ME 27222

Egre, Sign. Dott. DIRETTO D'ARMI

CRISTINA

Ci e' pervenuta la Sua del 24 ottobre u.s. con la quale
ci interviene sul danno derivante dal decesso di una uovella di Sua proprietate
avvenuto in conseguenza di un incendio verificatosi nella tenuta Capocrotte a
seguito di caduta da un manovale del Truck Pool di Poggia di socchi infiammati.
Per la Sua pratica occorrera' che ella si rivolga diretta-
mente al detto Truck Pool, che abbiamo intrettenuto in proposito nei giorni scorsi.
Cordiali distinti saluti.

Origine, 21 ottobre 1944

W O O G I A
Via Ovarum 11

Scettolo
Sec. L. ASSUNZIONE REGALIA

RAZZI

In seguito a questo già comunicato da esponente
Scettolo Truck Real No 1 A.C.C. No 42 numero di richiesta copia della domanda
d'interdizione da un avanzato alla Commissione di Controllo con sede in lavoro,
alla U.S. CLASSE di Foggia ed alla stessa Truck Real.
Da data 22 c.a. alle ore 14, circa pervenire in possesso di Ascoli Satriano
nella località: S. Cece, dell'entrevista di proprietà del Truck Real di Foggia
segnale con No 34/367 giacendo degli autisti GIUSEPPE PELLE di Nardo e di
Anzola Rocco da Ascoli Satriano e ANTONIO PELLE di Nardo da Ascoli Satriano.
fine, vultare l'uscita alcuni secondi in fiamme i quali provocavano un gran fuoco
"locomotiva nella zona con si propagava anche alla stessa CARICAMENTO di proprietà
del Signor ANTONIO Bar. Nardo.
"In detta proprietà" gravissima, per essere conosciuta dello stallone giovanile,
una cavalla dell'età di sette anni, di una proprietà, che, investita dalle fiamme
"as", decise.
"Il valore di detta cavalla e' di L. 90.000 (Novantamila).
"Prezzi pertanto volere intervenire per l'acquistamento dello stesso animale e
per la collocazione risolvimento dei danni.
"In tale attesa, distinguendo vi saluto.

W/ce Dott. Domenico D'Amici.

BEST COPY POSSIBLE

SUBJECT:- Claim.Ref: CC3/49/332/A(S)
18 May 45
Tel: 12649Transportation officer,
No. 1 Truck Pool,
Allied Commission,
FOGGIA.

1. Ref. your TPI/12 dated 7 Feb 45 re: Fire at Torre Alemanna Farm.

2. Will you please forward your replies to the following questions :-

(a) To whom was the vehicle on charge at the time of the accident?

TP, A.C.C. No

(b) What were the terms upon which this vehicle was being used?

Hired at daily rate to C.A.P.

(c) Was the vehicle insured?

*3rd party only**Assicuratrice Italiana*

(d) What was the result of the action in the Italian Courts? (Vide your TPI/5 dated 10 Sep 44).

No action initiated

(e) Is A.C. responsible for accidents etc. to vehicles?

*Cont.**Truck Pool responsibility.
A.C.C. responsible for vehicle at the time*

S/WP

Major.
DAD 49 Claims & Hirings.*795
21-5-45*

106

subject

claim for fire at cerignola

TPI/S

DAD claims &
hirings Foggia

Herewith copy of letter received at this office on 9 Sept 44, being claim for damage caused by fire at Cerignola on 22 July.

It is pointed out that this is the first intimation received by the undersigned officer that any such claim was pending, the pool was taken over on 18 AUG 44 and no information was given by the outgoing officer.

The two drivers mentioned are on location, but they have been recalled and statements will be forwarded to you as soon as possible.

It appears that some sacks became ignited in the truck and were thrown on to the roadside, but it is understood that the major fire started some hours previously, so the major part of the claim may well be a bogus one.

It is also reported that the whole matter is sub judice in the Italian courts.

It is regretted that the statements above must be qualified but very little authentic information is available at this juncture.

10 SEPT 44

Foggia

105

R H Walker Capt

OC NO1 Truck pool ACC FOGGIA Province SR

AMMINISTRAZIONE
CASA ZEZZA
CERIGNOLA

Cerignola 29 Agosto 1944

Alla TRUX BOLL

104

FOGGIA

Si rende noto quanto segue:

In data 22 Luglio c.a. alle ore 14 circa pomeridiane in lenimento di ASCOLI SATRIANO nella località S. CARLO, dall'autocarro di V/proprietà, targata con n° 844/307 guidato dagli autisti CHIERICOZZO ~~PIRELLA~~ ^{NUNZIO} e di AUGELLA ROSARIA da ASCOLI SATRIANO e BREMONE POTITO di ANTONIO da ASCOLI SATRIANO, transitando per conto dell'Ente ANWASSI di Ascoli Satriano venivano lanciati alcuni sacchi in fiamme i quali provocavano un grandioso incendio nella zona e che si propagava anche alla nostra tenuta di CAPACCIOTTO distruggendo circa 300 Ettari di pascolo, il raccolto di n° 3 Poderi, qualche centinaio di alberi ed un grande ovile dell'area di 1500 metri quadrati.

Da una sommaria perizia si calcola il danno ad oltre tre milioni di lire.

Pregiamo volerVi interessare per l'accertamento delle responsabilità e per l'eventuale risarcimento dei danni

L'Amministrazione Casa Zezza

*Received & Sett
Fast intimation of
of damage M.D.*

Administration
 ZEZZA HOUSE
 CERIGNOLA

Cerignola, 29/8/44

To the Truck pool

FOGGIA

Note the
~~It is notes~~ what is following:

On ~~date~~ 22 July ^{at} ~~at~~ the 14 hours, in territory of Ascoli Satriano in locality S. CARLO, from the ^{you} truck of ~~your~~ property, N. 844/307 driving ^{en} by the drivers CHIERICOZZI Nunzio di Nunzio from Ascoli Satriano and BREMONE potito di Antonio from Ascoli Satriano, passing in transit for account of the consorzio Ammassi of Ascoli Satriano, all of a sudden the truck was in flames, was ² ~~tr~~own on ground to save the truck some bags in flames which provoked a great fire in the zone and it ^{spread} ~~propagated~~ also in the territory of CAPACCIOTTO destroying about 300 hectares of pasturefield, the harvest of N. 3 Farms, about one hundred trees and a large sheepfold of area 1500 mq.
^{Estimated by an expert}
 By ~~a precise~~ expertness, the damage amounts ^{to} about 3 millions of liras.
 We ~~pray~~ you to interest yourself for ascertainment of the responsibility and for the eventual indemnity of the damages.

The Administrator of ZEZZA HOUSE
 (illegible signature)

Al Comandante del Truk Pool No 1

F O G G I A

In merito all'incendio verificatosi sulla tena

ta S. Carlo in agro di Ascoli Satriano, e che ha causato i danni lamentati dalla casa Zezza, il sottoscritto riferisce quanto segue:

Il giorno 22 Luglio 1944 l'autocarro No 4830844 /307 dell'Agencia di Ascoli Satriano, in consegna al sottoscritto, si recava alla masserie S. Carlo dell'agro di Ascoli, di proprietà Pavoncelli, per la caricazione del grano da trasportarsi ai magazzini di Ascoli.

Verso le ore 13 in prossimità della masseria e precisamente a circa un chilometro e mezzo dalla stessa, una donna, di cui si ignorano le generalità, con segni avvertì che nel cassone della macchina si notava del fuoco.

Fermata la macchina si constatò che effettivamente i sechi vuoti in essa trasportati bruciavano, per cui, allo scopo di evitare l'incendio anche della macchina si provvide a battere i sechi accesi in mezzo alla strada, allontanando immediatamente il veicolo.

original + sketch
to S. Satriano + 44
15-Sept
JAN

In merito all'incendio verificatosi sulla tenuta S. Carlo in agro di Ascoli Satriano, e che ha causato i danni lamentati dalla casa Zezza, il sottoscritto riferisce quanto segue:

Il giorno 22 Luglio 1944 l'autocarro N° 4830844 /307 dell'Agencia di Ascoli Satriano, in consegna al sottoscritto, si recava alla masseria S. Carlo dell'agro di Ascoli, di proprietà Pavoncelli, per la caricazione del grano da trasportarsi ai magazzini di Ascoli.

Verso le ore 13 in prossimità della masseria e precisamente a circa un chilometro e mezzo dalla stessa, una donna, di cui si ignorano le generalità, con segni avvertì che nel cassone della macchina si notava del fuoco.

Fermata la macchina si constatò che effettivamente i secchi vuoti in essa trasportati bruciavano, per cui, allo scopo di evitare l'incendio anche della macchina si provvide a buttare i secchi accesi in mezzo alla strada, allontanando immediatamente il veicolo.

Partropo però a causa del vento impetuoso che in quel giorno spirava il fuoco si propagò immediatamente dalla strada, a fondo naturale, agli attigui appezzamenti della masseria S. Carlo

A nulla valse il lavoro dei numerosi operai trasportati immediatamente sul posto dell'incendio dalla vicina masseria con lo stesso autocarro, perchè a cause del vento divenuto sempre più tempestoso, e a causa principalmente della mancanza delle precese non fu possibile donare e contenere l'incendio, che divampò violentemente e, dopo avere invaso le riste pie della masseria S. Carlo passò sulla mezzana della masseria di proprietà Zezza, priva di qualsiasi difesa prevista e disposta dalla legge.

Non è possibile precisare le cause che determinano il fuoco sulla macchina, dato che nella stessa non vi era nessuno; l'ipotesi più attendibile che si prospetta è quella che, passando la vettura per altre masserie in vicinanza di macchine trebbiatrici, qual che scintilla partita da queste e trasportata dal vento sia andata a posarsi tra i sacchi siti nella macchina, causando l'accensione degli stessi.

Ascoli Satriano 14 Settembre 1944

Antonio *Quinzi*

0935

101

L'Assicuratrice Italiana

Società Anonima di Assicurazioni e di Riassicurazioni

Capitale sociale L. 18.000.000 - interamente versato
SEDE & DIREZIONE GENERALE - MILANO - VIA ALESSANDRO MANZONI N. 36
PALAZZO DELLA RIFORMA AGRARIA DI SICURTÀ



Sin. 217/44

Am/nc Zerva

Ci riferiamo al controindicato sinistro, per trasmetterVi in copia una lettera pervenutaci dal danneggiato dr. D'Amati di Cerignola. A questo abbiamo risposto nei termini che rileverete dalla copia della lettera che gli abbiamo indirizzata e che Vi inviamo in copia per Vostra conoscenza.

Distinti saluti.

due allegati

Napoli, 4 novembre 1944

Spett/ A.M.C. TRUCK POOL N. 1

REGION V2

F O G G I A

L'ASSICURATRICE ITALIANA
AGENZIA UNICA DI
F O G G I A

100

My (G.9m) [Signature]

C O R I A

Sin. 217/44
MIL/NUT 2272A

Napoli, 4 novembre 1944

Egr. Sig. Dott. DOMENICO D'AMATI

CURRICOLA

Di è pervenuta la Sua del 24 ottobre u. s. con la quale ci interattiene sul danno derivabile dal decesso di una cavalla di Sua proprietà, avvenuto in conseguenza di un incendio verificatosi nella tenuta Capaccioforte a seguito di caduta da un autocarro del Truck Pool di Foggia di sacchi infiammati.

Per la Sua pratica occorrerà ch'ella si rivolga direttamente al detto Truck Pool, che abbiamo intrattenuto in proposito nei giorni scorsi.

Gradisca distinti saluti.

99

0978

COPIA

RACCOMANDA

Cerignola, 24 ottobre 1944

Spett./ AGENZIA PRINCIPALE

Soc. L'ASSICURATRICE ITALIANA

98

COPIA

Via Oberdan n. 11

In seguito a quanto già comunicato da codesta Spett./ Truck Pool n. 1 A.C.C. ho il piacere di rimmettervi copia della domanda d'indennizzo da me avanzata alla Commissione di Controllo con Sede in Lucera, alla U.S. CLAIMS di Foggia ed alla stessa Truck Pool.

- "In data 22 luglio c. a. alle ore 14 circa pomeridiane in tenimento di Ascoli Satriano nella località S. Carlo, dall'autotreno di proprietà del Truck Pool di Foggia, targato col n. 844/307 guidato dagli autisti CHERICCOZZO PORRINO di Nunzio e di Aurelia Rosaria da Ascoli Satriano e BRILIONE PORRINO di Antonio da Ascoli Satriano, venivano lanciati alcuni sacchi in fiamme i quali provocavano un grandioso incendio nella zona che si propagava anche alla tenuta CAPACCIOTTO di proprietà del Sig. Zezza BAR. MICHELE.
- " In detta proprietà trovavasi, per essere coperta dallo stallone governativo, una cavalla dell'età di sette anni, di mia proprietà, che, investita dalle fiamme, decedeva.
- " Il valore di detta cavalla è di L. 90.000 (Novantamila).
- "Prego pertanto volervi interessare per l'accertamento delle responsabilità e per un sollecito risarcimento dei danni.
- " In tale attesa, distintamente vi saluto.

L'vto Dott. Domenico D'Amati.

0979

1951