



Treaty Series No. 19 (1948)

Exchange of Notes

between the Government of the United Kingdom
and the Government of Italy regarding

British Military Fixed Assets in Italy

[with Memorandum]

Rome, 30th December, 1947/21st January, 1948

*Presented by the Secretary of State for Foreign Affairs
to Parliament by Command of His Majesty*

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EXCHANGE OF NOTES BETWEEN THE GOVERNMENT OF THE
UNITED KINGDOM AND THE GOVERNMENT OF ITALY
REGARDING BRITISH MILITARY FIXED ASSETS IN ITALY

Rome, 30th December, 1947/21st January, 1948

No. 1

His Majesty's Ambassador at Rome to the Italian Minister for Foreign Affairs

30th December, 1947

Monsieur le Ministre,

I HAVE the honour to refer to the discussions which have taken place in Rome between the competent Italian departments and the British military authorities regarding the procedure to be adopted for the handing over to the Italian Government by the British military authorities of fixed assets, which resulted in an agreement, subject to the approval of the two Governments, the details of which are contained in the attached Memorandum.

Paragraph 5 of the Memorandum refers to the question of financial settlement. The financial terms of the settlement in respect of these fixed assets are governed by the text of the Agreement covering Post-Liberation Debts and Claims which was concluded between our two Governments on 17th April, 1947⁽¹⁾.

The Memorandum of Agreement has been approved by the Government of the United Kingdom. If it is also acceptable to the Italian Government, I would propose that the present Note with its enclosure together with your Excellency's acknowledgment in similar terms, shall constitute an Agreement between our two Governments for the settlement of the procedure for the handing over to the Italian Government of the fixed assets in question.

I avail, &c.

(Sgd.) V. A. L. MALLET.

MEMORANDUM OF AGREEMENT

I.—General

1. It is important both to the Italian and United Kingdom Governments that, as and when the British Forces withdraw from Italy, adequate arrangements should be in force for the smooth and rapid transfer of residual fixed installations belonging to those Forces to the Italian authorities, and to prevent these installations from deteriorating from damage or neglect, or falling into the hands of unauthorized persons.

2. The United Kingdom Government therefore agrees to dispose of fixed assets belonging to the three British Service Departments in Italy by transfer direct to the Italian Government.

3. This Agreement is retrospective and takes into account transfers of fixed assets which have already been made to Azienda Rilievo Alienazione

⁽¹⁾ "Treaty Series No. 31 (1947)," Cmd. 7113.

Residuate, or to Italian Government Departments prior to the coming into force of this Agreement, the receipt for which will be honoured by the Italian Government.

4. The fixed assets to be transferred are the surplus installations remaining in Italy after all other legitimate claims have been considered.

II.—Financial

5. Transfer of these fixed assets will take place without taking into account price or financial settlement.

6. No payment will be made by either Government to the other in respect of expenses incurred in carrying out the provisions of this Agreement.

III.—Conditions of Transfer

7. The Italian Government agree to accept without discrimination, as and where lying, all the items offered for transfer by the British authorities.

8. They also agree to assume ownership and responsibility for safeguarding and custody with effect from date of signature of receipt.

9. The Government of the United Kingdom shall be freed of all responsibility for claims against them in respect of the installations transferred, including customs of excise duties.

10. In so far as such fixed assets come within the description of "arms and warlike stores" and are required to be broken down or reduced to scrap under the terms of the Peace Treaty, the two Governments will consult each other on the manner in which this condition shall be met. The following principles shall, in any case, govern this matter:—

- (a) The Italian Government, on accepting transfer of each item in this category and on signing of the receipt, agree to accept full responsibility for safeguarding these assets in all respects and against all contingencies, including removal by unauthorized persons and damage to life, limb and property, and shall within a further period specified, under its own arrangements and at its own expense, effect breakdown, scrapping or destruction, and shall accept responsibility for all contingencies and claims arising from these operations, including those involving damage to life, limb and property. The British authorities will make available such information in their possession as is necessary for said operations for the purpose of avoiding all risk and danger.
- (b) The Government of the United Kingdom, before transferring items in this category, will state the extent to which and manner in which breakdown, scrapping or destruction will be effected.
- (c) The Italian Government agree to keep the necessary records, and shall account to the United Kingdom Government for fulfilment of this condition, allowing them facilities for inspection, if requested.

11. The foregoing provisions in paragraph 10 shall be without prejudice to any arrangements for inspection by the Allied authorities that may be made in pursuance of the Treaty of Peace.

IV.—Current arrangements for Transfer

12. Arising out of discussions which have already taken place between the British military authorities and the Italian Government Departments concerned, both Governments agree to the following procedure for current transfers of fixed military assets.

13. For the purpose of transfer, G.H.Q. Central Mediterranean Forces are responsible to the Government of the United Kingdom for the disposal of all such fixed assets in Italy.

Fixed Assets below £500 in value

14. No detailed records will be kept in respect of fixed assets the value of which is estimated on cursory inspection by the competent British Service to fall below £500 in value. No receipts will be signed, and the procedure laid down governing the disposal of fixed assets in general will not apply.

15. These assets will be abandoned to the representatives of the Comando Genio Militare, who will set them off against rent and dilapidations due to the owners of the property concerned, or dispose of them in any other way they think fit.

16. The above provisions will apply to assets of this kind whether privately, municipally or state-owned.

Fixed Assets above £500 in value

17. Fixed assets the value of which is estimated on cursory inspection by the competent British Service to be more than £500 in value will be transferred in accordance with the procedure as follows:—

(i) *In privately and municipally-owned property—*

These fixed assets will be handed over to the local Comando Genio Militare simultaneously with the derequisition of the property concerned. The representative of the Comando Genio Militare will be responsible for checking the inventory and signing the receipt for these assets.

(ii) *In State-owned property—*

The assets will be handed over, as above, but direct to the local representative of the Italian Government Department to which the property is being returned from military occupation, who will check the inventory and sign the receipt on transfer. In this case the local Intendenza di Finanza will act as liaison between the British military authorities and the Italian Departments concerned, being responsible for identifying the correct local representative of the Department concerned, and for counter-signing the receipt as witness of identity.

18. The division of assets between those of less than £500 in value and those of greater value is based on a unilateral assessment by the British military authorities as a measure of convenience to assist the more rapid disposal of these assets, and is in no way to be considered a value which has been accepted by or is binding on the Italian Government.

No. 2

*The Italian Minister for Foreign Affairs to His Majesty's Ambassador at Rome**Il Ministro degli Affari Esteri,
21st January, 1948*

Signor Ambasciatore,

ho l'onore di acusare ricevuta della Sua lettera del 30 dicembre, così concepita:—

[As in No. 1]

Ho l'onore di comunicarLe che il Governo Italiano è d'accordo su quanto precede.

Mi è grata, &c.

SFORZA.

(Translation)

21st January, 1948

Mr. Ambassador,

I have the honour to acknowledge receipt of your letter of 30th December, written as follows:—

[As in No. 1]

I have the honour to communicate to you the agreement of the Italian Government to the above.

I welcome, &c.

SFORZA.

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