

N° 816.

ITALIE
ET TCHÉCOSLOVAQUIE

Convention accordant des concessions et des facilités en faveur des transports tchécoslovaques dans le port de Trieste, signée à Rome, le 23 mars 1921.

ITALY
AND CZECHOSLOVAKIA

Convention regarding Concessions and Facilities to be granted to Czechoslovak Traffic in the Port of Triest, signed at Rome, March 23, 1921.

TEXTE ITALIEN. — ITALIAN TEXT.

No. 816. — CONVENZIONE¹ PER CONCESSIONI E FACILITAZIONI A FAVORE DEL TRAFFICO CECOSLOVACCO NEL PORTO DI TRIESTE, FIRMATA A ROMA IL 23 MARZO 1921.

Italian and Czech official texts communicated by the Minister of the Czechoslovak Republik at Berne. The registration of this Convention took place February 4, 1925.

Col fine di agevolare il traffico della Repubblica Cecoslovacca nel porto di Trieste, i sottoscritti :

Lodovico LUCIOLLI, Direttore Generale delle Dogane e Imposte indirette nel Ministero delle Finanze del Regno d'Italia ;

Angelo DI NOLA, Direttore Generale del Commercio, nel Ministero per l'Industria e il Commercio del Regno d'Italia ;

Zdeněk FIERLINGER, Direttore Generale della Sezione economica del Ministero degli Affari Esteri della Repubblica Cecoslovacca ;

Zdeněk FAFL, Direttore Generale della Sezione dei Paesi a lingua romanza dell'Ufficio del Commercio estero della Repubblica Cecoslovacca :

in virtù dei pieni poteri di cui sono stati muniti dai rispettivi loro Governi, si sono accordati sulle seguenti disposizioni :

Art. 1.

Il Governo italiano per mezzo dei Regi Magazzini Generali in Trieste cede al Governo cecoslovacco o a chi per esso in uso temporaneo l'Hangar 55 nel porto Emanuele Filiberto Duca d'Aosta e lo spazio scoperto vicino all'Hangar, della superficie di circa m² 2174, segnato colle lettere A, B, C, D, nell'allegato qui unito, e ciò alle condizioni e sotto le modalità contenute negli articoli seguenti.

Art. 2.

L'Hangar 55 dovrà servire, salvo accordi speciali, in proporzioni giuste tanto per scopi d'imbarco di merce destinata a prossima esportazione via mare, che per scopi di sbarco di merce in arrivo via mare o destinata a prossima risedizione con ferrovia, di modo che le aree di deposito dovranno servire soltanto da deposito temporaneo e non da magazzino. Ciò nell'interesse generale della navigazione e del commercio.

Il Governo cecoslovacco metterà in opera ogni mezzo a sua disposizione affinché sia evitato un ingombro nel porto in conseguenza di una continuata irregolarità dei trasporti ferroviari.

Vien fatto salvo il diritto di procedere nell'interno dell'Hangar alla manipolazione e campionatura, come in uso.

Lo spazio scoperto di cui all'art. 1 servirà, salvo accordi speciali, a scopo di deposito carbone.

¹ The exchange of ratifications took place at Rome, March 1, 1924.

¹ TRANSLATION.

No. 816. — CONVENTION BETWEEN THE KINGDOM OF ITALY AND THE CZECHOSLOVAK REPUBLIC, REGARDING CONCESSIONS AND FACILITIES TO BE GRANTED TO CZECHOSLOVAK TRAFFIC IN THE PORT OF TRIEST, SIGNED AT ROME, MARCH 23, 1921.

For the purpose of facilitating the traffic of the Czechoslovak Republic in the Port of Trieste, the undersigned :

- M. Lodovico LUCIOLLI, Director-General of Customs and Indirect Taxes, Royal Italian Ministry of Finance ;
- M. Angelo DI NOLA, Director-General of Commerce, Royal Italian Ministry of Trade and Industry ;
- Zdeněk FIERLINGER, Director-General of the Economic Department, Czechoslovak Ministry for Foreign Affairs ;
- Zdeněk FAFL, Director-General of the Section for Countries speaking Romance Languages, Czechoslovak Foreign Trade Department,

in virtue of the full powers conferred upon them by their Governments, have agreed upon the following provisions :

Article 1.

The Italian Government, through the Regi Magazzini Generali at Trieste, grants to the Czechoslovak Government or its authorised representatives, the temporary use of Shed No. 55 in the Emanuele Filiberto Duca d'Aosta Port and the uncovered area of about 2,174 square metres near the shed as indicated by letters A, B, C and D in the annex attached hereto, subject to the conditions set out in the following articles.

Article 2.

Failing any special agreement, Shed No. 55 shall be used in suitable proportions for the loading of goods destined for immediate export by sea and for the unloading of goods arriving by sea or destined for immediate forwarding by rail, so that the dépôt areas shall only be used for the temporary deposit of goods and shall not be used for warehousing. The above is laid down in the general interests of navigation and commerce.

The Czechoslovak Government will do all in its power to avoid causing congestion in the port through continuous irregularities in railway transport.

The ordinary operations of handling and sampling goods may, however, be carried out in the shed.

¹ Translated by the Secretariat of the League of Nations.

In the absence of any special agreement to the contrary, the uncovered area referred to in Article 1 shall be used as a coal dépôt.

Article 3.

As regards maritime trade, operations in connection with goods passing through the Shed in transit or deposited in the uncovered area, as well as other operations connected with Czechoslovak trade which cannot be dealt with by the installations assigned to it for this purpose, the Regi Magazzini Generali shall grant all facilities which may be conceded for similar operations in the case of other ordinary traffic, and treatment not less favourable (also as regards the rates charged) than that accorded to other traffic in general and Italian traffic in particular.

In particular, the use of installations for unloading and raising goods (cranes) drinkable and other water, electric power for lighting or for the other services maintained by the Magazzini Generali will be conceded on the most liberal basis possible and on the conditions obtaining for traffic in general, and Italian traffic in particular. For the maintenance of the various services of the Magazzini Generali essential to such traffic, the staff of the Magazzini Generali shall be available during working hours and outside working hours within the limits laid down for other traffic, including Italian traffic.

Fires, if they occur, shall be dealt with by the special organisations existing for the purpose in as adequate a manner as circumstances permit with a view to reducing damage to a minimum.

Article 4.

Should the regular working of Shed 55 become impossible as a result of damage to the building or its installations, and should it consequently become necessary to transport the goods intended for exportation to another shed or elsewhere, the administration of the Magazzini Generali will do all in its power to facilitate Czechoslovak trade in this respect, will grant a proportional reduction in the rental, or, if necessary, will refund it in full.

In such case railway trucks shall be made available and hauled at cost price.

Article 5.

Shed 55 is ceded to the Czechoslovak Government to be administered by it under the following conditions :

The Czechoslovak Government or its authorised representative shall cause the shed to be opened and closed by its own officials, and shall keep the keys thereof, assuming entire and sole responsibility for the goods therein deposited.

The Czechoslovak Government or its authorised representative must observe the regulations and rules in force as regards sheds in general.

In operations connected with goods as referred to in the preceding articles and in particular as regards the operations of disembarkation, embarkation, temporary storage, loading, unloading, stowing, shipping, etc., the Czechoslovak Government shall only employ dock labourers in the service of the Magazzini Generali, or appointed by the latter in accordance with the regulations and at the rates obtaining at the time.

Officials of the Magazzini Generali and other duly authorised officials of the Italian Government shall have the right freely to enter the Shed at any time.

The Czechoslovak Government must, whenever necessary, either for statistical purposes or for other reasons prescribed by the laws and regulations in force, communicate all information concerning the goods received in the Shed or dealt with therein with the exception of information constituting a trade secret.

The Magazzini Generali shall be entitled to the temporary restitution, against a pro rata refund of the rental paid in advance, of unused spaces in Shed 55 or in the areas set aside

for coal dépôts, if such spaces have not been put to adequate use for a protracted period. The necessary detailed agreements in this connection shall be concluded subsequently with the local representative of the Czechoslovak Republic, it being understood that in such circumstances goods which might by their proximity in any way damage Czechoslovak goods in dépôt will not be placed near the latter.

Agreements concerning the responsibility for supervision shall be drawn up from time to time as necessary.

Article 6.

In warehousing and dealing with explosive, inflammable, corrosive or dangerous materials, the rules and regulations in force at the time must be observed.

Article 7.

The Magazzini Generali shall be responsible for the upkeep of Shed 55 and its regular installations to the same extent as it is responsible for sheds leased to private individuals.

The cost of insuring the building shall be borne by the Magazzini Generali; the decision as to whether it shall be insured or not shall, however, be left to the discretion of the latter.

The Italian administration shall be responsible for the upkeep of quays, wharves and uncovered areas, and shall take such steps to ensure their upkeep as it may deem necessary.

Article 8.

For the use of the Shed the Czechoslovak Government or its authorised representative shall pay to the Magazzini Generali a rental similar, according to the rates in force at any given time, to those charged for the annual leasing of the sites of sheds leased to private individuals (the present rate being 20 lire per square metre of suitable ground per annum). The rental shall be paid in advance in quarterly instalments.

For the purposes of this contract no increase in the above rates shall be made until three months after the Czechoslovak Consulate has been notified of the fact.

For the uncovered area, rental shall be paid at the rate provided for in the tariffs in force at any given time for the leasing of uncovered areas (at present 30 centesimi per square metre per month).

Article 9.

The contract of lease shall be concluded for two years as from January 1, 1921, and shall be regarded as automatically prolonged from year to year unless due notice be given by the Magazzini Generali to the Czechoslovak Consulate-General in Triest six months before the end of the year.

Article 10.

Should Shed 55 and the uncovered area referred to in Article 1 be found insufficient to accommodate all the merchandise carried by Czechoslovak traffic, or should these installations not prove fit for use, provision shall be made for the assignment of another shed and uncovered space as soon as possible subject to the conditions and the rates in force for traffic in general.

If possible, Shed No. 58 shall be assigned for this purpose.

Article 11.

As regards the use of any installation or machinery or other port service, in so far as these are administered by the State or by organisations subject to its control and are bound by rules and tariffs which are subject to State approval, the Italian Government shall guarantee to the Czechoslovak Government or its authorised representative, the most favourable conditions accorded to others, and in any case equality of treatment with Italian citizens.

The maritime authorities shall arrange that vessels flying the Czechoslovak flag or engaged in commercial transactions in the interests of Czechoslovakia shall, as far as possible, be moored alongside the wharf in front of Shed 55.

Article 12.

As regards the provision of railway trucks required for loading goods consigned to Czechoslovakia and their punctual despatch, the Italian Government shall be bound by the rules in force for the exchange of rolling-stock in international use and the agreement contained in the Protocol of the Conference held at Graz on May 14, 1920, between the Italian, Czechoslovak, Serb-Croat-Slovene and Austrian representatives.

Article 13.

A Czechoslovak Customs Office of adequate size shall be established in Shed 55 and this Office, through its own officials, shall be entitled to carry out all the transactions connected with the Customs service, as limited and defined in a separate protocol.

Such changes as it may be necessary to make in the premises placed at the disposal of this Office in the above-mentioned Shed shall be carried out in agreement with the Administration of the Magazzini Generali.

The Italian Customs Administration shall permit the use of a special Czechoslovak transit Customs seal.

The above shall not in any way prejudice the right of the Italian authorities to maintain their Customs service and exercise Customs control and police in the Port.

In order to indicate the Czechoslovak Customs Office, the Office may set up a notice in Czech and Italian, and may fly the Czechoslovak colours.

Article 14.

In all questions regarding the Czechoslovak goods and passenger traffic, the Czechoslovak Consulate-General at Trieste shall have authority to act on behalf of Czechoslovakia for the purposes of the present Convention.

The above-mentioned Consulate shall conclude all necessary agreements with the Administrations concerned.

Article 15.

If, in the interpretation and application of the preceding articles, differences of opinion should arise which cannot be settled by direct agreement between the competent agents, such questions shall be submitted for decision to His Excellency the Civil Commissioner-General at Trieste.

Article 16.

The present Convention shall come into force on the date of its ratification and in the meantime the Convention of August 23, 1919, with the modifications adopted by the Italian-Czechoslovak Conference of January 1920 shall remain in force.

Article 17.

The present Convention, drawn up in duplicate in Italian and Czech, shall be ratified and the ratifications shall be exchanged at Rome as soon as possible.

In case of dispute, the Italian text shall be authentic, Italian being the language known to all the Plenipotentiaries.

In faith whereof, the above-mentioned Plenipotentiaries have signed the present Convention and have affixed their seals thereto.

Done in Rome, March 23, 1921.

(L. S.) ZDENĚK FIERLINGER.

(L. S.) ZDENĚK FAFL.

(L. S.) LODOVICO LUCIOLLI.

(L. S.) ANGELO DI NOLA.