

N° 596.

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**ITALIE  
ET ROYAUME DES SERBES,  
CROATES ET SLOVÈNES**

Accords, signés à Rome le 27 jan-  
vier 1924.

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**ITALY AND  
KINGDOM OF THE SERBS,  
CROATS AND SLOVENES**

Agreements, signed at Rome, January  
27, 1924.

<sup>1</sup> TRADUCTION. — TRANSLATION.No. 596. — AGREEMENTS<sup>2</sup> BETWEEN THE KINGDOM OF ITALY AND THE KINGDOM OF THE SERBS, CROATS AND SLOVENES, SIGNED AT ROME, JANUARY 27, 1924.

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*Official French text communicated by the Ministers for Italy and for the Kingdom of the Serbs, Croats and Slovenes at Berne. The registration of these agreements took place April 7, 1924. At the request of the two Contracting Parties these Agreements have been registered under one number.*

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## I

## PACT OF FRIENDSHIP AND CORDIAL CO-OPERATION BETWEEN THE KINGDOM OF ITALY AND THE KINGDOM OF THE SERBS, CROATS AND SLOVENES.

THE GOVERNMENT OF HIS MAJESTY THE KING OF ITALY AND THE GOVERNMENT OF HIS MAJESTY THE KING OF THE SERBS, CROATS AND SLOVENES, being firmly resolved to secure peace and to safeguard the results obtained during the great war and sanctioned by the Treaties of Peace, have concurred in the conclusion of the present Convention as a natural consequence of the friendship between the two Kingdoms and of the respect of each for the rights of the other both on land and on sea, and have agreed upon the following Articles :

*Article 1.*

The two High Contracting Parties undertake to afford each other support and cordial cooperation in order to maintain the position established by the Treaties of Peace concluded at Trianon, Saint Germain and Neuilly, and to ensure respect and fulfilment of the obligations laid down in those Treaties.

*Article 2.*

In the event of one of the High Contracting Parties suffering an unprovoked attack from any Power or Powers, the other Party undertakes to remain neutral throughout the conflict. Furthermore, in the event of the safety and the interests of one of the High Contracting Parties being threatened as the result of forcible incursions from without, the other Party undertakes to afford political and diplomatic support in the form of friendly co-operation for the purpose of assisting to remove the external cause of such threat.

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<sup>1</sup> Traduit par le Secrétariat de la Société des Nations.

<sup>1</sup> Translated by the Secretariat of the League of Nations.

<sup>2</sup> The exchange of ratifications took place at Rome, February 22, 1924.

*Article 3.*

In the event of international complications, if the two High Contracting Parties are agreed that their common interests are or may be threatened, they undertake to consult one another as to the steps to be taken in common to protect those interests.

*Article 4.*

The present Convention shall remain in force for five years, and may be denounced or renewed one year before its expiration.

*Article 5.*

The present Treaty shall be ratified and the ratifications shall be exchanged at Rome. It shall come into force immediately upon the exchange of ratifications.

In faith whereof the respective Plenipotentiaries have signed it in duplicate and have thereto affixed their seals.

Done at Rome on January 27, 1924.

\* BENITO MUSSOLINI.

NIK. P. PACHITCH.  
M. NINTCHITCH.

## II

SUPPLEMENTARY PROTOCOL TO THE PACT OF FRIENDSHIP AND CORDIAL  
CO-OPERATION BETWEEN THE KINGDOM OF ITALY AND THE KINGDOM OF  
THE SERBS, CROATS AND SLOVENES.

*Article 1.*

The High Contracting Parties undertake to communicate to each other, after previous consultation, such Agreements as affect their policy in Central Europe, and declare in this connection that the Pact of Friendship signed on this day's date contains nothing contrary to the Treaties of Alliance which the Kingdom of the Serbs, Croats and Slovenes has concluded with the Czechoslovak Republic and the Kingdom of Roumania on August 31, 1922,<sup>1</sup> and July 7, 1923, respectively.

*Article 2.*

The Pact of Friendship concluded on this day's date and the present Supplementary Protocol shall be presented to the League of Nations for registration in conformity with Article 18 of the Covenant.

Done at Rome on January 27, 1924.

BENITO MUSSOLINI.

NIK. P. PACHITCH.  
M. NINTCHITCH.

<sup>1</sup> Vol. XIII, page 231 of this Series.

## III

## AGREEMENT CONCLUDED BETWEEN THE KINGDOM OF ITALY AND THE KINGDOM OF THE SERBS, CROATS AND SLOVENES CONCERNING FIUME.

HIS MAJESTY THE KING OF ITALY and HIS MAJESTY THE KING OF THE SERBS, CROATS AND SLOVENES :

being convinced of the absolute impossibility of organising in any practical fashion the Free State of Fiume referred to in Article 4 of the Treaty<sup>1</sup> signed at Rapallo on November 12, 1920, and in accordance with the general provisions laid down in the Agreement<sup>2</sup> signed at Rome on October 23, 1922 ;

with the object of establishing cordial relations between the two States for the common welfare of both Peoples ;

desirous of organising in the most satisfactory manner the life of the City of Fiume and that form of economic development which is in the best interests of the City ;

have decided to conclude an Agreement with this object, and have appointed as their Plenipotentiaries for that purpose :

HIS MAJESTY THE KING OF ITALY :

M. Benito MUSSOLINI, Member of Parliament, Prime Minister and Minister for Foreign Affairs.

HIS MAJESTY THE KING OF THE SERBS, CROATS AND SLOVENES :

M. Nicolas PACHITCH, Prime Minister ;

P. M. Momcilo NINTCHITCH, Minister for Foreign Affairs ;

who, having exchanged their full powers, found in good and due form, have agreed as follows :

*Article 1.*

The Italian Government recognises the full and entire sovereignty of the Kingdom of the Serbs, Croats and Slovenes over Port Baross and over the Delta, both of which will be evacuated and handed over to the competent authorities of the Kingdom of the Serbs, Croats and Slovenes within two days following upon the exchange of ratifications of the present Agreement.

*Article 2.*

The Government of the Serbs, Croats and Slovenes recognises the full and entire sovereignty of the Kingdom of Italy over the City and Port of Fiume and over the territory assigned to it by the frontier line indicated in the following Article.

*Article 3.*

The frontier of the Kingdom of the Serbs, Croats and Slovenes in the vicinity of Fiume, as fixed in Article 3 of the Treaty signed at Rapallo on November 12, 1920, is to be rectified in accordance with the provisions contained in the two preceding articles. This frontier-line will be drawn by a Special Mixed Commission composed of Italian delegates and Serb-Croat-Slovene delegates, along the line fixed in a general manner as follows :

“ The Castua-Fiume road will be included in the territory of the Kingdom of the Serbs, Croats and Slovenes, from a point east of Tometici to the cross-roads north of Bergudi. The frontier will

<sup>1</sup> Vol. XVIII, page 387 of this Series.

<sup>2</sup> Vol. XVIII, page 405 of this Series.

be drawn on the ground along a line to be fixed between the Castua-Fiume road and the railway. From this point, the frontier-line will run north-east, leaving Pekljn in Serb-Croat-Slovene territory, and will then, taking a convex curve to the north of Drenova, reach a point on the Recina, yet to be determined, in the northern half of the section of the frontier contained between the cairns Nos. VIII and IX. "

The Kingdom of Italy recognises the full and entire sovereignty of the Kingdom of the Serbs, Croats and Slovenes over the territory thus assigned to the latter. This territory will be evacuated by Italy and handed over to the Kingdom of the Serbs, Croats and Slovenes as soon as the delimitation of the new frontier-line has been carried out by the Mixed Commission. The Mixed Commission will accomplish its work in such a way as to enable the aforesaid territory to be evacuated and handed over within five days following the exchange of ratifications of the present Agreement.

#### *Article 4.*

In the relations between the frontier zones beyond the new frontier-line, and in the relations between the census area of Castua and the adjacent Italian territory, the provisions contained in the Supplementary Convention attached hereto (Annex A) shall be observed, and shall remain in force until the conclusion of the Commercial Treaty which is to regulate the frontier traffic.

The two Contracting Parties agree that, in the aforesaid Treaty, in the settlement of questions relating to frontier traffic between the zones divided by the new frontier-line, particular attention shall be paid to the economic relations between the said zones and to the special needs of their populations.

#### *Article 5.*

The Kingdom of Italy grants the Kingdom of the Serbs, Croats and Slovenes a 50-years' lease of the covered and open sites in the Porto Grande of Fiume which form the Thaon di Revel Basin, as described in Article 5 of the additional Convention annexed hereto. The lease, which shall possess no extra-territorial character, shall include the sole and unlimited right to make use of the large warehouse on the " Naples " jetty, the two warehouses facing on the Thaon di Revel quay, and the two warehouses on the " Genoa " jetty facing westward, and the first claim to the use of the three quays which form the limits of the basin in question, with the accessories thereto.

The authorities of the Kingdom of the Serbs, Croats and Slovenes, and the staff under those authorities whose duty it is to supervise the traffic operations of their own State in this basin, shall perform their duties in accordance with the Supplementary Convention, (Annex B) attached to the present Agreement (Chapter I).

The Government of the Serbs, Croats and Slovenes shall pay the Italian Government an annual rent of 1 gold lira for the lease of the installations in the above-mentioned port.

#### *Article 6.*

The central railway station at Fiume shall be organised as an international frontier station. In accordance with the usual practice at international stations on the Italian frontier, a delegation representing the Serb-Croat-Slovene railways, consisting of a suitable number of officials, shall be attached to this station. This delegation shall co-operate with the Italian railway administration, particularly in operating the branches connecting the station situated in Serb-Croat-Slovene territory with the basin referred to in the preceding article and connecting that basin with Port Baross. The methods of co-operation to be followed are laid down in the Supplementary Convention, (Annex B) attached to the present Agreement (Chapter II).

*Article 7.*

The frontier between Fiume and Port Baross, passing along the quay, shall be delimited according to the line marked on the map attached to the Letter annexed to the Treaty of Rapallo, in such manner as the Delimitation Commission provided for in Article 3 may consider most convenient for the exercise of customs supervision by both States, regard being also had to the special needs of traffic, public order and communications in the city. The swing bridge between Port Baross and Porte Grande shall be in Italian territory.

The Kingdom of Italy recognises the full and entire sovereignty of the Kingdom of the Serbs, Croats and Slovenes over the waters of the Fiumara. On this side, therefore, the frontier-line shall be the edge of the western bank of the channel.

The passage and mooring of floating craft to the western (Italian) bank of the Fiumara shall be regulated in the attached Supplementary Convention, (Annex B, Chapter III), in such a manner as not to impede navigation on the Fiumara.

For the maintenance of these rights of user over the Serb-Croat-Slovene waters of the channel, and in recognition of the sovereignty of the Kingdom of the Serbs, Croats and Slovenes over the said waters, the Italian Government shall pay the Government of the Kingdom of the Serbs, Croats and Slovenes an annual rent of 1 gold dinar.

*Article 8.*

As regards the Fiume aqueduct and the upkeep of the works in connection with the river Recina, the provisions laid down in the attached supplementary Convention, (Annex B, Chapter IV), shall be observed.

*Article 9.*

Yugo-Slav minorities in Fiume shall be accorded the status granted to Italian minorities in Dalmatia by the international engagements in force.

*Article 10.*

The present Agreement shall be ratified and the ratifications shall be exchanged at Rome not later than 20 days after the date of the signature of the present Agreement.

In faith whereof the Plenipotentiaries have signed the Agreement and have thereto affixed their seals.

Done in duplicate at Rome on January 27, 1924.

BENITO MUSSOLINI.

NIK. P. PACHITCH.  
M. NINTCHITCH.

## ANNEX A.

## SUPPLEMENTARY CONVENTION TO THE AGREEMENT BETWEEN THE KINGDOM OF ITALY AND THE KINGDOM OF THE SERBS, CROATS AND SLOVENES CONCERNING FIUME.

## PROVISIONS CONCERNING ECONOMIC RELATIONS BETWEEN THE FRONTIER ZONES.

*Article 1.*

For the purposes of the present Agreement :

1. The expression "Italian frontier zone" shall mean the territory of the Kingdom of Italy contained between the coast of the Adriatic Sea and a line which passes along the

eastern side of the course of the Fiumara and of the River Recina, follows the new frontier from the point to which it crosses the River Recina as far as Trinaistic, and thence continues, leaving the commune of Mattuglie in the zone, as far as the point at which the frontier crosses the high road from Mattuglie to Abbazia ; from this point it runs parallel to and at a distance of 1 kilometre from the coast, and meets the sea beyond Laurana at the "Bagni di Porocova".

2. The expression "Serb-Croat-Slovene frontier zone" shall mean the territory of the census area commune of Castua (Kastav) and that part of the territory of the Free State of Fiume which is assigned to the Kingdom of the Serbs, Croats and Slovenes by the Agreement to which this Convention is annexed.

The Governments of the Contracting Parties reserve the right to delimit the two zones in greater detail by tracing their frontiers by common agreement, having regard to the configuration of the ground.

*Article 2.*

The products mentioned in Annex A annexed hereto, coming from and originating in one of the frontier zones defined in Article 1, and imported into the other frontier zone for consumption, shall be allowed to enter into the latter zone free of any customs duties or taxes of any kind.

*Article 3.*

The commodities mentioned in List B annexed hereto, coming from and originating in the Serb-Croat-Slovene frontier zone, and intended for consumption in the Italian frontier zone, shall be admitted into the latter zone free of any customs duties or charge, in quantities not exceeding those specified in each case in the aforesaid list, and within the limits of such quantities they shall not be subject to any restrictions or import prohibition which does not also apply to the same commodities imported into the Kingdom of Italy from any other country in the same situation.

*Article 4.*

The commodities mentioned in List C annexed hereto, being the product of free exchange of commodities in the Italian frontier zone and intended for consumption in the Serb-Croat-Slovene frontier zone, shall be admitted as imports into the latter zone free of any customs duties or charge in quantities not exceeding those specified in each case in the aforesaid list, and within the limits of such quantities they shall not be subject to any import restriction or prohibition which does not also apply to the same commodities imported into the Kingdom of the Serbs, Croats and Slovenes from any other country in the same situation.

This list shall remain operative for not more than three months from the date on which the present Convention comes into force.

*Article 5.*

Free passage through the customs from one frontier zone to the other shall not be granted in respect of the commodities mentioned in Articles 2, 3 and 4 when imported by post in whatever quantities, even if they are consigned to persons resident in the frontier zones. The regulations governing the concessions embodied in these articles, and the steps to be taken against improper practices, shall be determined by common agreement between the competent departments of the two contracting Parties.

It is in any case understood that the provisions of the Convention for the suppression of smuggling and infringements of the fiscal laws, concluded between the two States on October 23rd, 1922,

will also be observed by both parties with a view to common action to prevent and punish any improper practices in connection with the subject of the present Convention.

*Article 6.*

Each of the Contracting Parties undertakes to abstain from restricting by prohibitions of any kind the export from its own frontier zone to the frontier zone of the other Party of commodities which may be imported into the latter zone free of all duties as provided in Article 2 of the present Convention.

It is further understood that any general export duties or other export charges which either of the Contracting Parties may impose upon exports from the country concerned shall not apply to the commodities mentioned in Lists A, B and C annexed hereto, when such commodities are exported from one frontier zone to the other.

*Article 7.*

Nationals of the High Contracting Parties having their dwellings or farms in the Italian frontier zone and landed property in the Serb-Croat-Slovene frontier zone, or having their dwellings or farms in the latter zone and landed property in the Italian frontier zone, shall have the right to transport to their dwellings and farms across the frontier-line between the said zones, even by routes which are not Customs routes, free from import or export duties, and from all taxes or imposts, and without being subject to import or export prohibitions, all produce harvested upon their property during the whole period from the beginning of the harvest season until the end of December.

Persons in the position described in the first paragraph of this article shall also have the right to transport across the said frontier-line, under the same conditions of freedom from duties, taxes and prohibitions, the animals, wagons and all the implements and utensils necessary for agricultural work, as well as the building materials required for the repair of buildings situated upon the said property, and the necessary food for the maintenance of the workmen and the animals, during the whole period of the agricultural work or the repair of the buildings.

The provisions set forth above shall also apply in the event of the persons mentioned above having to perform work in the forests, or work rendered necessary by forest requirements.

All these provisions shall apply also to the representatives of corporate bodies and legal entities in the two frontier zones, which possess landed property or rights in respect of land in the zone of the other State.

The regulations with regard to these privileges and the measures to be adopted in case of abuse shall be established by agreement between the competent administrations of the two Contracting Parties.

*Article 8.*

The owners or tenants of lands separated from their respective dwellings and farms by the line dividing the two frontier zones shall be entitled to transport their cattle for pasturage from their houses and farms to the said lands without being subject to import or export duties.

In cases in which the return from pasturage takes place on the same day, the competent Customs offices shall merely exercise supervision by measures sufficient to prevent abuse, without, however, subjecting the cattle to the Customs regulations concerning temporary importation. In any case, these regulations may only be adopted in accordance with rules to be established by agreement between the Governments of the two Contracting States.



*Article 9.*

The movement of animals between the two frontier zones shall in general be exempt from all sanitary measures.

Nevertheless, if cases of foot-and-mouth disease or other diseases of a very contagious nature are reported in the said zones, the animals of the kind or kinds subject to the contagion coming from the infected regions must be provided, in order to be allowed to cross the frontier, with a certificate given by the competent municipal authority, to the effect that the animals mentioned in the certificate come from a locality free from the disease in question.

Whenever within the frontier zones cases of cattle plague have been reported, all movement of cattle, and all transport of animal products and animal residues, as well as of straw, fodder, etc., between the said territory and the said zone shall be forbidden.

*Article 10.*

The inhabitants of the territory of the two frontier zones shall be entitled to cross the frontier freely and to travel in the frontier zone of the other State without conforming to the regulations concerning passports, on condition that they are provided with a " frontier permit " issued by the authorities in accordance with the conditions stipulated in the following articles.

They shall also be entitled to cross the frontier and proceed on horseback, by carriage or by any other vehicle, upon condition of conforming to the Customs regulations concerning the passage of these means of transport across the frontier.

Children under twelve years of age, accompanied by adults possessing frontier permits, shall be exempt from the obligation of presenting a frontier permit for inspection.

*Article 11.*

For the purpose of the provisions of the preceding article, the following persons shall be considered as inhabitants of the territory of the frontier zone :

- (a) All the persons residing habitually in the zone or in the said zone, and all persons who, though residing outside the said territory or zone, own or lease land or carry on an undertaking for profit there ;
- (b) The employees of the owners or tenants mentioned in paragraph (a) employed by the latter in a permanent capacity in connection with their work or industry in the two zones ;
- (c) The representatives and employees of corporate bodies or legal entities carrying on an undertaking for profit within the said zone, provided that these representatives or employees habitually discharge their functions in the place where the occupation is carried on.

*Article 12.*

The frontier permits mentioned in Article 10, shall be modelled on the attached specimen and shall be issued by the district police authorities of the district of the country concerned.

In order to be valid, the frontier permits must be visaed either by the Consular authorities of the other State or by those authorities of that State who are authorised to issue such cards.

The validity of the frontier permits shall be limited to one year, but if they are issued to the employees of an undertaking operating for a shorter period, their validity shall be limited to the period during which the undertaking is in operation, though it may, at the end of that period, be extended so as to make the permits valid for one year in all.

The frontier permits shall bear a description of the person in accordance with the regulations in force with regard to passports.

*Article 13.*

In cases of extreme urgency (death, sudden illness, funerals and similar events), the officials charged with the duty of supervision at the frontier may issue to persons who do not possess frontier permits, a pass ("carte de passage") of which a specimen is annexed hereto, valid for passing once from the territory of one zone to the territory of the other.

These cards must be visaed at the time of entrance into the other State by the Frontier Control Office of that State and shall be valid for three days.

*Article 14.*

The frontier permits and the passes mentioned in the preceding articles together with the visas thereon shall not be subject to any stamp duties or other charges.

*Article 15.*

Subject to the exceptions provided for in the present regulations, the passage of the frontier upon presentation of frontier permits and passes may only take place at the frontier stations designated by agreement between the respective political and Customs authorities.

These stations shall be indicated upon the frontier permits and passes.

*Article 16.*

In cases of emergency, especially in the event of a serious case, physicians, midwives and veterinary surgeons resident in one of the zones may be allowed to practise in the other zone.

The necessary consent of the competent authorities shall be given by means of a marginal note to be made upon the respective frontier permits at the time of issue.

In the cases mentioned above, physicians, midwives and veterinary surgeons shall also be allowed to cross the frontier by secondary roads, by day or by night, on foot, on horseback, by carriage, or by any other vehicle, provided that they possess the necessary Customs Office authorisation. Furthermore, they may carry free of duty the objects necessary for the exercise of their profession (instruments, bandages, medicaments) to an amount which shall be proportionate on each occasion to the needs of those who require their assistance.

*Article 17.*

The present Convention shall become operative on the entry into force of the Agreement to which it relates and shall remain operative until the entry into force of the Commercial Treaty to be concluded between the two contracting Parties. It shall be deemed to have been approved and sanctioned by the two contracting Parties without other special ratification, merely in virtue of the exchange of ratifications of the aforesaid Agreement.

Done in duplicate at Rome on the twenty-seventh day of January one thousand nine hundred and twenty-four.

BENITO MUSSOLINI.

НИК. П. ПАЧИТЧ.  
M. NINTCHITCH.

## LIST A.

List of commodities conveyed from and originating in one of the two frontier zones which may be imported into the other zone free of all customs duties or charges of any kind :

Hay.  
 Straw.  
 Fodder for cattle.  
 Dried leaves.  
 Living plants.  
 Fresh vegetables.  
 Timber in uncut logs.  
 Firewood.  
 Charcoal.  
 Oilcake and other residues of pressed grains and oleaginous fruits.  
 Ashes for washing purposes.  
 Manure.  
 Lees of wine.  
 Sour wine.  
 Artificial ice.  
 Refuse and earth.

## LIST B.

List of commodities conveyed from and originating in the Serb-Croat-Slovene frontier zone which may enter the Italian frontier zone free of all customs duties or charges of any kind, in quantities not exceeding those specified in each case below, provided that the commodities in question are intended for consumption in the aforesaid Italian zone :

Dried vegetables of all kinds, in quantities not exceeding 5 kilogrammes ;  
 Cereal, chestnut and vegetable flour not exceeding 10 kilogrammes ;

Fresh and dried fish not exceeding 5 kilogrammes ;  
 Bread and farinaceous pastes not exceeding 10 kilogrammes ;  
 Butter, cheese and other milk products not exceeding 5 kilogrammes ;  
 Fresh meat not exceeding 5 kilogrammes ;  
 Fresh milk not exceeding 20 litres ;  
 Live poultry in numbers not exceeding 5 ;  
 Eggs in numbers not exceeding 100.

## LIST C.

List of commodities, the product of free exchange of goods in the Italian frontier zone which may enter the Serb-Croat-Slovene frontier zone free of all customs duties or charges of any kind, in quantities not exceeding those specified in each case below, provided that they are intended for consumption in the aforesaid Serb-Croat-Slovene zone :

Sugar in quantities not exceeding 2 kilogrammes ;  
 Coffee in quantities not exceeding 1 kilogramme ;  
 Dried fish in quantities not exceeding 5 kilogrammes ;  
 Rice in quantities not exceeding 5 kilogrammes ;  
 Dried vegetables of all kinds not exceeding 5 kilogrammes ;  
 Chocolate, cocoa and confectionery not exceeding 1 kilogramme ;  
 Articles of clothing (shoes, suits, hats), not more than one of each kind ; underwear and knitted articles for personal use, not more than 3 of each, provided always that they are intended for the personal use of the consignee and are compatible with his social standing ;

Cotton fabrics in lengths not exceeding 8 metres ;  
 Woollen fabrics in lengths not exceeding 4 metres ;  
 Cereal, chestnut and vegetable flour in quantities not exceeding 10 kilogrammes ;  
 Bread and farinaceous pastes in quantities not exceeding 10 kilogrammes ;  
 Butter, cheese and other milk products in quantities not exceeding 5 kilogrammes ;  
 Fresh fish in quantities not exceeding 5 kilogrammes ;  
 Fresh meat in quantities not exceeding 5 kilogrammes ;  
 Fresh milk in quantities not exceeding 20 litres ;  
 Live poultry in numbers not exceeding 5.

SPECIMEN I.

## FRONTIER PERMIT.

SIGNATURE OF HOLDER

.....

*Personal characteristics :*

Height .....

Figure .....

Colouring .....

Hair .....

Beard .....

Eyes .....

Nose .....

Mouth .....

Forehead .....

Special characteristics .....

It is certified that :

M.....

the holder of this permit :

Born at .....

Day .....

Belonging to the parish of .....

Profession .....

Habitually residing in the parish of.....

.....

.....

and { owns landed property  
 rents landed property  
 carries on trade as .....  
 carries on business as ..... } at .....

Or : Is in the service of M .....

Owner of landed property at .....

Working permanently at .....

Or : He is the agent (or employee) of .....

Who (which) carries on business as .....

M. .... is therefore  
 authorised to cross the frontier between the Italian frontier zone and the Serb-Croat-Slovene frontier zone  
 by the route .....  
 and is free to remain in the aforesaid Italian zone .....  
 and in the Serb-Croat-Slovene frontier zone.

This card cannot be used for travelling beyond the aforesaid Italian frontier zone and the Serb-Croat-Slovene frontier zone.

This card is valid until .....

Misuse of this permit cancels its validity.

(Date) ..... day .....

.....

Visa :

AUTHORITY GRANTING THE PERMIT

SPECIMEN 2.

## TEMPORARY PERMIT.

Granted to M. ....  
 Living at .....  
 For a single journey into the territory of .....  
 Via .....  
 Valid until .....  
 (Date) ..... day .....

FRONTIER CONTROL AUTHORITY.

*Visa :*

*Note.* — The temporary permit may be issued by the frontier control authority in urgent cases (death, sudden illness, funeral, etc.). It must be visaed by the frontier control authority of the other State, and its validity will not exceed three days.

The temporary permit cannot be used for travelling beyond the Italian frontier zone and the Serb-Croat-Slovene frontier zone.

## ANNEX B.

SUPPLEMENTARY CONVENTION TO THE AGREEMENT BETWEEN THE KINGDOM OF ITALY AND THE KINGDOM OF THE SERBS, CROATS AND SLOVENES CONCERNING FIUME.

## CHAPTER I.

## LEASE OF THE THAON DI REVEL BASIN IN THE "PORTO GRANDE" OF FIUME.

*Article 1.*

In order to facilitate the concentration and organisation of goods traffic to and from the Kingdom of the Serbs, Croats and Slovenes in the port of Fiume, both by sea and by land, in accordance with Article 5 of the Agreement signed at Rome on January 27, 1924, between the Government of the Kingdom of Italy and the Government of the Kingdom of the Serbs, Croats and Slovenes, the provisions laid down in the following articles have been agreed upon.

*Article 2.*

The Italian Government concedes to the Government of the Kingdom of the Serbs, Croats and Slovenes a fifty-years' lease of the Thaon di Revel Basin in the "Porto Grande" of Fiume.

The situation, shape and extent of the basin hereby leased are determined by a red line on the general plan of the Port of Fiume annexed to the present Convention as an integral part thereof, and by the description given in Article 5.

The fixed and movable equipment necessary for goods traffic (cranes and wharf-lighting), with the exception of underground water-pipes, form an integral part of the concession.

The use of the railway material (rails, platforms and other equipment) is regulated by Chapter II of the present Convention.

The above-mentioned lease shall have effect as from the date on which the basin is handed over, which shall be done in accordance with the provisions of Article 4.

*Article 3.*

The concession of a lease of these zones shall not invest them in any form or in any respect with an extra-territorial character. The sovereign rights of the Italian Government over all the areas leased shall therefore remain inviolate and inviolable.

*Article 4.*

The basin referred to in Article 2 shall be handed over after an inventory has been made on the spot for that purpose by the delegates of the two Parties. This inventory shall contain a detailed description of the installations and movable property affected by the lease.

*Article 5.*

The eastern frontier of the leased zone begins in the centre of the seaward end of the "Genoa" jetty (80 : 2 metres = 40 metres); then follows the middle line of the jetty as far as its base, or more accurately as far as the level of the Revel wharf; the frontier then turns westward until it reaches the seaward side of warehouses Nos. 10 and 11; it then turns at right angles northward (landward) as far as the level of the back of warehouses Nos. 12 and 13, including the plinth or steps, and continues as far as the level of the western face of warehouse No. 17 ("Naples" jetty), where it follows the western face of the last-named warehouse until it reaches the sea at the edge of the southern end of the aforesaid Naples jetty.

*Article 6.*

The enumeration and description of the fixed material of all kinds (rails, platforms, points, signals, lighting-plant, fire-extinguishers, hydrants, alarm-telephones, etc.) situated on and in the leased areas will be carried out by the delegates of the Contracting States at the time when the areas are handed over.

*Article 7.*

The materials leased, wharves, quays and warehouses, are to be used for the storage, loading, unloading and reloading of goods. They may also be used for the handling of goods and the taking of samples, as the nature of the goods and other considerations may require.

*Article 8.*

The regulations in force in the Kingdom of Italy with reference to inflammable substances, substances liable to spontaneous combustion, corrosives, explosives and dangerous goods shall be strictly observed.

Vessels loaded with inflammable liquids in excess of the limit allowed by the port regulations of Fiume must be unloaded in the "oil" (*petrolia*) basin.

*Article 9.*

Within the area of the sites leased the power required for cranes and indoor and outdoor electric lamps, and water for various purposes in the warehouses, shall be supplied by the competent authority of the Port of Fiume, at the lowest prices charged to other consumers in the "Punto Franco", and by the same methods. The quantities consumed will be checked by meters in the usual way, and the sums due will be paid in the manner and in the form already in use for all other consumers in the Port of Fiume.

*Article 10.*

In order to enforce the ordinary laws regarding the policing of the port, the maintenance of order and Port regulations, and for all technical requirements arising out of this concession in the basin leased, the officials appointed for that purpose by the Serb-Croat-Slovene Government shall request the port authorities to take action, and the latter shall exercise their powers by the means at their disposal.

*Article 11.*

The Italian authorities in control of the operation of the warehouses and of the goods traffic in the port of Fiume, including the customs authorities, shall have the right of free entry into the warehouses leased, upon giving notice to the Serb-Croat-Slovene managers.

The management of the warehouses situated in the zone leased shall be handed over to the Serb-Croat-Slovene Government, which shall assume full and entire responsibility for the goods contained therein.

In regard to the warehouses leased to him the lessee shall observe the by-laws and regulations in force for all warehouses in the Port of Fiume.

*Article 12.*

The Serb-Croat-Slovene authorities in control of the warehouses leased shall communicate to the Italian customs authorities at Fiume, both for statistical purposes and for any other purposes laid down by the laws and regulations in force in Italy, details of goods stored in the said warehouses or handled therein. These details shall as a general rule be communicated periodically, in accordance with the agreements to be concluded between the authorities of the two States, but may be communicated exceptionally at any time, should the Italian authorities require the details in question.

*Article 13.*

Should the Serb-Croat-Slovene traffic in the basin leased not definitely require the use of all the covered or open premises situated in that basin, the Italian Government shall have the right to ask for the temporary use of any separate portion not yet in use which may be required for the international traffic of the other basins in the port.

With this object the necessary detailed agreements shall be concluded with the local representative of the Kingdom of the Serbs, Croats and Slovenes. The same shall apply to the question of responsibilities.

*Article 14.*

The administration of the basin leased, and the organisation of the services in that basin, shall be exclusively within the competence of the Serb-Croat-Slovene Government, which shall provide its own personnel for that purpose ; in regard to this personnel, the provisions contained in Articles 40 and 41 of the present Convention shall be observed.

For all operations of embarkation, disembarkation, transshipment (*tramacco*), storing, delivery, loading and unloading of goods, etc., the Serb-Croat-Slovene Government shall avail itself exclusively of the services of the port workers organised by and registered with the port authority, and shall adhere to the regulations and rates laid down by the Italian authorities.

The Serb-Croat-Slovene authority in control of the services of the basin leased may organise gangs of labourers selected from those mentioned above.

*Article 15.*

No derogation is or shall be made of the sovereignty of Italy over the waters contained within the basin leased. Accordingly, the port and customs authorities of Fiume shall exercise jurisdiction over the waters in question as well as over the other basins in that port.

Nevertheless, the present Convention recognises the first claim of the Serb-Croat-Slovene State to the use of the waters of the wharves leased, and accordingly the moorings, with the right of preference over all other vessels, including Italian vessels, are reserved to vessels which have been previously announced as proceeding to the basin leased.

Should the wharves in question remain completely or partially unused owing to the entire absence of vessels, the Italian authorities of the Port of Fiume may direct to those wharves other vessels which are waiting for vacant berths, but must recall all such vessels immediately on the arrival of vessels specially engaged in the traffic of the Serb-Croat-Slovene Kingdom.

Accordingly, the Italian port authorities and the Serb-Croat-Slovene delegates or officials in control of the warehouses leased shall maintain constant touch with one another, and shall, when necessary, conclude suitable agreements to prevent both the special traffic of the aforesaid Kingdom and the international traffic of the other parts of the port from suffering avoidable impediments or inconveniences.

The authorities of the Port of Fiume shall, in return, grant vessels engaged in the Serb-Croat-Slovene traffic additional berths at the quays in the other basins when the berthing accommodation in the basin leased is insufficient. It is understood that the vessels in question shall be subjected to the customs formalities in force in the other basins referred to, and that no action shall be taken by the Serb-Croat-Slovene customs.

*Article 16.*

The delegates of the Serb-Croat-Slovene Government in control of operations in the basin leased may not direct the movements of vessels berthed at the wharves in the basin and engaged in the Serb-Croat-Slovene traffic except through the authorities of the Port of Fiume, who shall deal with the matter through their own personnel.

*Article 17.*

The cost of any important repairs which may be required for the safety of the plant and equipment leased shall be borne by the Italian Government ; the cost of ordinary maintenance repairs and repairs entailed by the conversion of such plant and equipment in order to make its use more convenient shall be borne by the Serb-Croat-Slovene Government.



*Article 18.*

In accordance with Article 5 of the Agreement to which the present Convention is attached, the Serb-Croat-Slovene Government shall pay the Italian Government the sum of one gold lira as annual rent for the lease referred to in the preceding articles.

*Article 19.*

Subject to the provisions contained in Article 9, any increase in the rates in force for the various supplies furnished and services rendered by the Italian Government authorities to the Serb-Croat-Slovene authorities in the Port of Fiume shall be imposed to the same extent as it is imposed upon other consumers, but shall not become operative until the first day of the quarter following the quarter during which such increase has been introduced.

*Article 20.*

The two Contracting Parties reserve the right to consider, should they find it necessary, whether, to facilitate the maritime traffic of the immediate hinterlands of the ports of Fiume and Susak, which concern them mutually, it would not be desirable to introduce special treatment to be granted by the two Parties to vessels flying any flag which might require to carry out commercial operations in both the said ports during the period of a single call, particularly as regards such dues, rates and other port charges as may in such cases be applicable to vessels flying any flag.

## CHAPTER II.

## COMBINED ITALIAN AND SERB-CROAT-SLOVENE SERVICES IN THE FIUME CENTRAL STATION.

*Article 21.*

For the purposes of the following provisions, the expression " Fiume Central Station " shall signify all the railway premises and material situated in Italian territory as far as the last points on the West side, and on the East side as far as the last points on the upper line and as far as the heads of the swing bridges over the Fiumara on the junction lines with the Delta.

*Article 22.*

All railway services in the Fiume Central Station shall be operated and administered by the administration of the Italian State Railways, except as otherwise provided in Article 26.

In the case of services to be operated for the common benefit, the working regulations and the allocation of the expenditure involved shall be determined by agreement between the railway administrations of the two States.

The same shall apply to the regulations of the expenses of operating the branch from the upper line between the last points and the spot at which the frontier crosses the upper line.

*Article 23.*

A representative of the Serb-Croat-Slovene railway administration, with the railway staff necessary for the discharge of his duties, shall reside in the Fiume Central Station.

*Article 24.*

The services operated by the administration of the Italian State Railways for the common benefit at the Fiume Central Station shall comprise :

- (1) The passenger and luggage service.
- (2) The receipt and despatch of all trains, their composition and breaking up and all shunting operations.
- (3) The supply of water for the use of trains and for that part of the station which is used in common.
- (4) The arrival and departure signal services.
- (5) The telegraph service.
- (6) The heating, lighting, cleaning, supervision and policing of that part of the station which is used in common.

*Article 25.*

All the operations involved in the movement of trains shall be carried out by the managing staff of the administration of the Italian State Railways in accordance with the regulations of the railway administrations of both States.

The composition of trains shall be carried out according to the arrangements made by the administration of the lines over which the trains are to run, and according to the special orders given by each of the two administrations.

The signals placed on the trains shall be those in use by each of the two administrations.

The regulations of the Italian State Railways shall be followed as regards traffic and shunting within the station.

*Article 26.*

It shall be the duty of each of the two railway administrations to make separate provision through its own officials :

For the heating, lighting, cleaning, supervision and policing of those parts of the station which are exclusively reserved for its use ;

For the heating, lighting, cleaning and oiling of its coaches and trucks ;

For the entire upkeep of the locomotives, including the water-supply and the turning of locomotives.

Generally speaking, the goods service shall be governed by special regulations to be established by the two railway administrations in agreement.

*Article 27.*

For goods coming from the Kingdom of the Serbs, Croats and Slovenes or consigned to it by rail, a combined Italian and Serb-Croat-Slovene customs service shall be established at the

Fiume Central Station, and shall perform its duties in accordance with the provisions of the following articles.

The operations to which such goods may be subjected in the station shall be determined by the Serb-Croat-Slovene Government.

Except as otherwise provided in the following articles, the goods shall be checked first by the officials of the State from which they came, and subsequently by those of the State into which they are going or to which they are consigned; they shall be handed over according to such procedure as may be established. Inspections shall be carried out, as far as possible, by the two offices simultaneously. Should this prove impossible, the customs office which first completes its work shall always be entitled to keep watch over the goods which it has already examined until the other customs office has completed its operations.

The Serb-Croat-Slovene customs office shall take no step or action which might deprive the Italian customs officials of their freedom of action in regard to the performance of their duties and to the supervision of goods which have been or are to be examined, either in the basin leased to the Serb-Croat-Slovene State or elsewhere.

#### *Article 28.*

In the case of goods leaving the territory of the Serb-Croat-Slovene Kingdom and consigned to the basin leased to that Kingdom, the Italian and Serb-Croat-Slovene customs offices shall merely guarantee the transit of such goods from the Italo-Serb-Croat-Slovene frontier to the entry into the aforesaid basin, following such procedure as may be determined by the two competent administrations. The Serb-Croat-Slovene customs office alone shall carry out outward operations on behalf of that State in the basin in question.

Goods leaving the Kingdom of the Serbs, Croats and Slovenes for any part of the "Punto Franco" outside the basin shall be handed over by the administration of the Serb-Croat-Slovene Railways to the administration of the Italian railways for conveyance to their destination, after having been delivered by the Serb-Croat-Slovene customs office as goods for export from that country. The Italian customs office shall take the necessary steps to guarantee the transit of such goods from the time they leave the Italo-Serb-Croat-Slovene frontier until their arrival in the "Punto Franco".

#### *Article 29.*

Goods leaving the "Punto Franco" for the Kingdom of the Serbs, Croats and Slovenes by rail shall be taken over by the administration of the Italian State Railways when the Italian customs office has performed the necessary operations to permit of the departure of the goods from Italian territory.

Where the customs operations required in respect of such goods by the regulations of the Serb-Croat-Slovene State cannot be performed in the premises attached to the basin leased to that State, and where it is not convenient to perform those operations on the entry of the goods into Serb-Croat-Slovene territory, they may be performed by the Serb-Croat-Slovene customs office in concert with the Italian customs office, even in parts of the "Punto Franco" other than the premises attached to the basin, which parts shall be determined by agreement between the two customs administrations.

Goods consigned to the Kingdom of the Serbs, Croats and Slovenes, and coming from the basin in the "Punto Franco" of which the said Kingdom is the lessee, shall be examined simultaneously by the Italian and Serb-Croat-Slovene customs offices on leaving the basin, in such a way as to allow the Italian customs office, after the examination by the Serb-Croat-Slovene customs office, to take the necessary action to permit of the departure of the goods from Italian territory.

#### *Article 30.*

Goods which have arrived by rail from one of the two States and are consigned to the other, and which are to continue their journey by rail, shall be handed over by one of the railway

administrations to the other after the outward customs operations have been carried out and before the inward operations are performed.

*Article 31.*

The exchange of rolling-stock, loaded or empty, between the Fiume Central Station and the depots situated in the territory of the Serb-Croat-Slovene Kingdom and *vice versa*, shall be carried out by shunting batches of trucks, which shall be received and passed on over the lines and according to the regulations to be determined by common agreement between the railway and customs administrations of the two States. No charge shall be made for passenger and goods rolling-stock belonging to either of the two administrations which does not leave the Fiume Central Station. In the case of rolling-stock belonging to any other railway administration, the charges shall be debited to that one of the two administrations which is responsible for the rolling-stock in question. Services rendered by the Italian Railway Administration in respect of the area leased to the Serb-Croat-Slovene Government, both within and without that area, shall be governed by special agreements on the lines laid down in the conditions of contract regarding the operation of the branch lines connected with the Italian State Railway system.

*Article 32.*

The administration of the Italian State Railways shall be required to furnish the necessary premises for the Serb-Croat-Slovene offices to be established in the Fiume Central Station in virtue of the present provisions, including the premises required for the customs and medical and veterinary examination services of the Serb-Croat-Slovene State in the station.

The conditions and limits of this obligation, and of the obligation (should any such arise) to furnish the offices or to provide the necessary housing accommodation for employees, shall be determined by agreements to be concluded between the Governmental authorities of the two States.

*Article 33.*

The premises, sites and warehouses required for the common services, and the premises, sites and warehouses to be assigned to the customs, medical and veterinary examination and other services of the Serb-Croat-Slovene State in the Fiume Central Station, shall be determined by common agreement by the delegates of the two Governments, with the assistance of the department concerned in each State.

*Article 34.*

Ordinary and extraordinary repairs to the tracks, machinery and other railway equipment, and to buildings, shall be carried out by the administration of the Italian State Railways.

Expenditure relative to that part of the station which is used in common, shall be entered in the common account.

Expenditure relating to that part of the station which is used exclusively by the railway or any other administration of the Kingdom of the Serbs, Croats and Slovenes shall be debited to the said administrations pending repayment of the expenditure plus 10 %.

Repairs to buildings, tracks, machinery and all other equipment situated in the area leased to the Kingdom of the Serbs, Croats and Slovenes shall be carried out by and at the expense of the administration of the Serb-Croat-Slovene Railways ; the latter may, however, entrust such repairs to the Italian Railway Administration, which shall carry them out, charging the cost plus 10 %.

Should, however, the Serb-Croat-Slovene Government or the administrations under its control require construction, extension or adaptation operations to be performed on buildings or equipment which are set apart for their exclusive use or which are leased by them, the two Governments shall conclude preliminary agreements with a view to the equitable allocation of the cost as between the competent administrations of the two States.

*Article 35.*

Furniture, stationery, account-books and all other material (which will be enumerated in a special list) required by the administrations of the railway, customs, medical and veterinary offices, and coming from the Kingdom of the Serbs, Croats and Slovenes, shall be allowed to enter the Fiume Central Station free of all import duty, in accordance with the regulations to be fixed by the two Governments in agreement.

Similarly, spare parts and material required for the repair of rolling-stock coming from the Kingdom of the Serbs, Croats and Slovenes shall be allowed to enter the said station free of all import duty.

*Article 36.*

The customs and police supervision of the tracks and all other railway equipment shall be exclusively within the province of the Italian authorities.

For these purposes the officials and guards of the Italian Customs Service shall be authorised :

- (a) to enter the premises placed at the disposal of the Serb-Croat-Slovene offices for any official inspections which may be found necessary ;
- (b) to demand admittance in order to check the lists of goods in the warehouses and the accounts and papers connected therewith.

The inspections shall be carried out in the premises placed at the disposal of the Serb-Croat-Slovene offices, and shall always take place in the presence of a competent and responsible official under the Government of the Serbs, Croats and Slovenes.

*Article 37.*

At the end of each month the Italian Railway Administration shall draw up the account of the common expenditure plus 10 % for general administrative charges. The appropriate proportion, calculated according to the number of coach axles, luggage van axles and truck axles arriving or leaving, loaded or empty, shall be debited to each administration. The account shall be forwarded for approval to the administration of the Serb-Croat-Slovene Railways.

The administration of the Serb-Croat-Slovene Railways shall pay the amount in question in the course of the month following the month in which the account was forwarded.

Any discrepancies which may be found in the account shall not delay the monthly settlement, but shall be adjusted in the next account.

These payments shall be effected in Italian lire.

The rates to be charged for the supply of water for locomotives and coaches, and for the maintenance of rolling-stock and any repairs thereto, shall be determined by agreement between the administrations concerned.

*Article 38.*

† Monies received in respect of passengers, luggage and dogs travelling from Fiume in the direction of Zagreb and *vice versa* shall be collected, recorded and paid over in accordance with the railway regulations of the Kingdom of the Serbs, Croats and Slovenes.

*Article 39.*

The responsibility for accidents to persons and damage to goods and material arising out of railway accidents occurring in the course of the operation of joint services shall be borne by the administration on behalf of which the operation is carried out.

Should it prove impossible, after a judicial enquiry, to determine with certainty which administration is responsible, the consequences of the accident shall be borne in equal proportions by the two administrations.

The responsibility for accidents arising out of the operation of service which are not joint services shall be borne by the administration by or on behalf of which the operation of the service in question was carried out.

*Article 40.*

The administrations of the Kingdom of the Serbs, Croats and Slovenes which control the offices established in the Fiume Central Station, as laid down in the present provisions, shall notify the Italian political authorities in Fiume of the names of all persons employed in such offices eight days before they take up their employment.

Should the latter authorities take exception on any reasonable grounds to any of the persons in question, such objections shall be taken into consideration by the Serb-Croat-Slovene administration concerned.

*Article 41.*

The Serb-Croat-Slovene Government undertakes to see that its administrations do not appoint any persons who have been sentenced for smuggling or other serious infringements of the fiscal laws to any position, either as officials or agents or in any other capacity, in the offices established by those administrations in the Fiume Central Station.

Should any official or agent of the Serb-Croat-Slovene State, authorised to reside in Fiume or to enter Fiume for service reasons, be convicted of any civil or political crime or offence, or even merely of contravening or infringing the fiscal laws, the Government of the Serb-Croat-Slovene State shall be obliged to replace him immediately.

*Article 42.*

In the event of customs infringements, the officials of each State shall apply the legislation of their own State.

*Article 43.*

In the areas and premises used in common by both customs services, the customs officials of each of the two States shall be authorised to be present at the performance of customs operations by the officials of the customs office of the other State, and at the loading of goods on vehicles about to be despatched.

The provisions of the Convention for the suppression of smuggling and of offences against the fiscal laws, concluded between the two States on October 23, 1922, shall also apply to the customs offices established in the Fiume Central Station.

*Article 44.*

Officials of the Serb-Croat-Slovene State employed in the Fiume Central Station shall be authorised to perform their duties according to the customs and regulations in force in their own State.

The officials mentioned in paragraph 1 may therefore wear the uniform and carry the arms prescribed by their regulations in those areas and premises in the station which are assigned to their service.

In the above-mentioned areas and premises, and in the circumstances specified by the regulations of the Serb-Croat-Slovene State, the officials in question may seize goods which contravene the regulations, and may take the necessary steps to place under arrest any persons who are guilty of infringements; such persons may, however, not be imprisoned, even temporarily, by any but the Italian authorities, who have the sole right to take measures to restrict the individual liberty of persons who are in Italian territory.

*Article 45.*

In the case of proved illegalities in the loading, unloading or transport of goods, or in the case of insufficient or false declarations proved by the Serb-Croat-Slovene customs office, the above office shall, in the exercise of its functions in regard to goods consigned to or from its country, subject the offenders to the penalties which would be imposed if the station were situated in its own territory.

For this purpose the Serb-Croat-Slovene customs officials shall have the right to charge offenders before the courts of their own country, which shall be competent to hear the case in accordance with the laws of the Kingdom of the Serbs, Croats and Slovenes.

No legal proceedings shall be taken against officials of the railway administration until the head of the department concerned has been consulted.

The aforesaid customs officials may also come to agreements in regard to offences, confiscate articles seized in flagrant contravention of the regulations, and, if necessary, dispose of confiscated goods, either in virtue of an agreement with the offender whereby he surrenders his goods to the customs or in virtue of a definitive sentence of confiscation in favour of the customs.

The above-mentioned officials may also detain goods and baggage [as] a guarantee of the payment of fines, or may surrender them against security.

*Article 46.*

The foregoing provisions shall not in any way invalidate the provisions in force in Italian legislation with respect to fraud, contraband, customs infringements, prohibitions, and import, export or transit restrictions or prohibitions.

*Article 47.*

For disciplinary purposes officials of the Serb-Croat-Slovene State employed in the Fiume Central Station shall be subject exclusively to the corresponding authorities of the Kingdom of the Serbs, Croats and Slovenes, except in the case of employees attached to railway services operated elsewhere than in the offices of the Serb-Croat-Slovene railway administration. Disciplinary power over employees in this latter category shall be exercised by the station-master of the Central Station.

The officials in question shall, however, be subject to the penal laws and police regulations of the Kingdom of Italy, and for this purpose they shall be subject to the jurisdiction of the Italian State.

They shall be exempt from all taxation and personal service for the benefit of the Kingdom of Italy. They shall also be free of all obligation to pay income-tax and, generally speaking, any tax on their revenues or incomes. They shall also not be required to perform military service or to serve as jurors or as members of the administration councils of the autonomous districts.

Nevertheless, the above-mentioned officials shall, in the same way as Italian nationals, pay taxes on their immovable property situated in Italian territory. They shall also pay customs duties and other indirect taxes.

*Article 48.*

The administrations of the Serb-Croat-Slovene State may delegate higher-grade employees or customs officials to review and inspect their own offices in the Fiume Station.

*Article 49.*

The Italian authorities shall grant the officials of the Kingdom of the Serbs, Croats and Slovenes employed in the offices in the Fiume Central Station the same protection and assistance as is granted to Italian Government servants.

The above-mentioned officials and the members of their families permanently resident with them shall receive from Italy the same protection as is granted by Italy to Italian subjects. The said officials and their families shall enjoy exemption from customs duties on their furniture and personal effects when they take up their residence in Fiume upon appointment or when they are transferred.

*Article 50.*

Officials of the Serb-Croat-Slovene State appointed to positions in the offices of that State in the Fiume Central Station shall not be required by the Italian authorities to fulfil passport formalities on entering the Kingdom. High officials performing temporary duties in the offices of their State in the aforesaid station shall also be exempt from these formalities.

In this connection the above-mentioned officials shall only be required to prove their status to the satisfaction of the Italian authorities by means of a service warrant.

The form of this service warrant shall be established by agreement between the administrations of the two States.

Members of the families of the officials in question shall also be exempt from passport formalities, and shall only be subject to the frontier traffic regulations.

*Article 51.*

The offices of the Serb-Croat-Slovene State in the Fiume Central Station may use the national arms and the superscriptions attached thereto.

*Article 52.*

The Italian Government shall impose no stamp-duty or other fiscal charge on the registers or other documents relating to the services of the Serb-Croat-Slovene State in the Fiume Central Station.



Civil deeds, contracts and other legal instruments drawn up by the offices of the Serb-Croat-Slovene State shall not be exempt from duties and charges.

Such deeds, contracts and instruments shall therefore be subject to the stamp-duties and other charges prescribed by Italian legislation.

*Article 53.*

Should occasion arise, the rules for the application of the provisions contained in the present Chapter shall be determined by a special Commission appointed on the spot.

*Article 54.*

Subject to one year's previous notice on the part of either of the two States, the provisions of the present Chapter may be revised for purposes of amplification or of adaptation to altered circumstances.

CHAPTER III.

PROVISIONS CONCERNING THE COMMON TRAFFIC IN THE FIUMARA CHANNEL.

*Article 55.*

For the purposes of the present Convention, "the Fiumara" shall mean the sea-water channel running from the fixed stone bridge below the bend in the river Recina (*Eneo*), to a point above the iron swing bridge No. 2, at the level of which it flows into the Baross (*Nazario Sauro*) basin; the measurements of this channel are as follows: length about 500 metres, breadth 43 metres, depth in centre 5 metres. The Fiumara shall be the property of the Government of the Kingdom of the Serbs, Croats and Slovenes, which shall have sovereign power thereover.

This sovereignty shall not extend to the left bank,<sup>1</sup> from the base to the extreme edge of the coping, as this bank forms the frontier limit of Italian territory.

*Article 56.*

The maritime, medical, customs and legal jurisdiction of the Kingdom of the Serbs, Croats and Slovenes shall be complete and unrestricted over all the waters of the Fiumara and over the vessels moving therein (arriving, departing or changing berths); this shall also apply to vessels moored on the right bank.

The Italian jurisdiction, on the other hand, shall extend to vessels which are moored on the left (Italian) bank, or which are in communication with that bank.

This provision shall not in any way affect the international regulations regarding jurisdiction over vessels flying foreign flags.

*Article 57.*

Vessels flying any flag whatever and coming from any country whatever, which enter Port Baross in order to proceed to the Fiumara, must apply for and obtain full *pratique* from the Serb-Croat-Slovene maritime health authority.

<sup>1</sup> The right and left banks are to be understood as meaning the banks on the right and left of an observer with his back to the sea.

Article 58.

On obtaining *pratique* the captains of vessels which are to take up moorings on the right bank of the Fiumara shall apply to the Serb-Croat-Slovene maritime authorities for the allotment of berths, those who are to take up moorings on the left bank shall apply to the Italian maritime authorities.

Article 59.

Access to the Fiumara shall be controlled by the Serb-Croat-Slovene authorities and shall only be refused if the channel becomes unnavigable, or if the swing bridges are damaged, or if the draught of the vessels is too great. This also applies to general regulations concerning cargoes of inflammable substances, explosives or other dangerous goods.

Article 60.

In normal times vessels entering Port Baross from the Porto Grande of Fiume, either through the main entrance or through the interior channel at bridge No. 3, and proceeding to the Fiumara, shall not be required to apply for *pratique*, but need only obtain permission to take up moorings on the bank.

Article 61.

Vessels, even if mechanically propelled, must not move in the Fiumara except by being hauled or towed, unless in the opinion of the Serb-Croat-Slovene maritime authorities the circumstances are entirely exceptional. Vessels moored on either of the banks cannot refuse to allow haulage cables on board or to let them pass.

Article 62.

The entry of vessels into the Baross basin, and the movement of such vessels in the Fiumara channel, shall not involve the payment of any charge, in whatever form or under whatever pretext.

No anchorage charges or maritime dues shall be imposed, except in respect of commercial operations carried on in the Fiumara.

Article 63.

Vessels carrying on commercial operations only on the right bank shall pay the charges and maritime dues to the Serb-Croat-Slovene authorities; those carrying on commercial operations only on the left bank shall pay the charges of maritime dues to the Italian authorities; those carrying on commercial operations on both banks shall pay the charges and maritime dues only to that authority which has jurisdiction over the bank on which the commercial operations were effected in the first place.

The accounts of the charges paid by vessels of the last-mentioned class shall be kept separately by the maritime authorities of the two banks. The yield from such charges shall be divided equally between the Italian Government and the Serb-Croat-Slovene Government at the end of each calendar year.

*Article 64.*

For the purposes of the preceding articles of this Chapter, the loading of ships' provisions and of the fittings required for navigation shall not be considered as a commercial operation.

*Article 65.*

In the event of vessels, moored, either of the banks, carrying on retail trade in provisions or other commodities forming part of the cargo, and for this reason remaining longer than 15 days after the date of their arrival, they shall be subject to a berthing charge calculated on their tonnage. This charge shall be fixed by agreement between the maritime authorities of the two countries and shall be submitted for the approval of the respective central Governments.

The entire yield of this charge shall be handed over to the Serb-Croat-Slovene State. The imposition of this charge shall not prevent the imposition of other State or communal dues or taxes on account of the public trade carried on by the aforesaid vessels in the manner above described.

## CHAPTER IV.

PROVISIONS CONCERNING THE FIUME AQUEDUCT AND THE UPKEEP  
OF THE WORKS ON THE RIVER RECINA.*Article 66.*

In view of the fact that the regulation of the waters of the river Recina requires the constant upkeep of the existing dykes and defence works, and may require the construction of any new works which may by common agreement be held to be necessary, the Governments of the Contracting Parties agree that the supervision, planning and execution of the necessary operations shall be entrusted to the riparian communes, which shall make proper provision by common agreement. Should the central electric power station, mentioned in paragraph (b) of Article 68, be constructed, the cost of maintaining the watercourse will be borne by the constructor.

In the case of that part of the watercourse which acts as the frontier, the cost will be borne by the two Contracting Parties in equal shares.

*Article 67.*

The expenditure entailed by the reconstruction in its old dimensions of the bridge for vehicular traffic between Fiume and Susak, which was destroyed in December 1920 shall be borne by the Italian Government. Should it be desired to rebuild this bridge in such a manner as to meet any more extensive requirements which the traffic between Susak and Fiume might involve, the Serb-Croat-Slovene Government shall defray half the additional expenditure entailed.

*Article 68.*

The Serb-Croat-Slovene Government undertakes :

- (a) To respect the existing rights of the City of Fiume over the waters of the Recina (*Eneo*);
- (b) to consent to the construction of hydro-electric plant along the whole length of the watercourse, preference being given to the City of Fiume; to allow experiments

- to be made in its territory ; and to recognise the right of the builders to avail themselves of the powers and safeguards granted by Serb-Croat-Slovene legislation in respect of public operations, while observing the provisions of the State legislation in regard to any compensation which may become due to third parties ;
- (c) to ensure the maintenance of existing conditions in the basin of the Recina ; to allow the bodies entrusted with scientific experiments for determining the underground course of the waters which feed the sources of the Fiume aqueduct to extend their experiments to the territory of the Serb-Croat-Slovene Kingdom, with the necessary workmen, and to afford all possible support and protection to such bodies.

*Article 69.*

The Italian Government undertakes :

- (a) at the request of the Commune of Susak or of the Serb-Croat-Slovene political authorities, to supply water from its aqueduct on the same conditions and at the same rates as it is supplied to the citizens of Fiume, so far as such water can be provided by the Fiume works ;
- (b) at the request of the Serb-Croat-Slovene authorities, to furnish, should any hydro-electric plant exist on the course of the river, a portion not exceeding 50 per cent of the power produced by that plant, on the same conditions and at the same rates as power is supplied to private individuals and public and private establishments in Fiume.

The present Convention, which shall be deemed to have been approved and sanctioned by the Contracting Parties without the necessity of other special ratification, merely in virtue of the exchange of ratifications of the Agreement to which it relates, was drawn up in duplicate at Rome on January 27, 1924.

BENITO MUSSOLINI.

NIK. P. PACHITCH.  
M. NINTCHITCH.

With reference to the Supplementary Convention to the Agreement concerning Fiume signed on this day's date, the Italian Government and the Government of the Serbs, Croats and Slovenes declare that they are agreed that in the handing over of the warehouses and open sites situated on the jetties and wharves included in the leased area the leases at present in force shall be provisionally maintained.

The Italian Administration shall take steps to denounce the leases in question immediately upon the coming into force of the aforesaid Agreement. It undertakes to terminate these leases and to hand over the sites leased within a period not exceeding three months from the date on which the Agreement comes into force.

BENITO MUSSOLINI.

NIK. P. PATCHITCH.  
M. NINTCHITCH.

The Italian Government recognises the Institute of "San Girolamo degli Schiavoni" at Rome as a foreign institute for the benefit of the Catholic Jugo-Slav subjects of the Kingdom of the Serbs, Croats and Slovenes, who are entitled thereto in virtue of the Brief "Slavorum Gentium", and declares that it has no objection to the exclusive transference to the Kingdom of the Serbs, Croats and Slovenes of the honorary prerogatives belonging to the former Austro-Hungarian Monarchy.

An annual sum which shall be taken from the revenues of the said Institute, shall be set aside for the establishment of scholarships for the benefit of Slav clergy in the Dioceses concerned which have been transferred to Italy under the Treaties of Peace (Trieste, Parenzo and Zara). The number of scholarships and the value of each shall be determined annually by the Holy See.

The Church of San Girolamo, which is recognised as the Jugo-Slav national Church, shall be subject, as a historical monument, to the supervision of the Italian Ministry of Public Instruction, in accordance with the provisions in force on this subject in Italy.

The Slav clergy belonging to the three Italian Dioceses mentioned above may, with the consent of the Rector and in accordance with ecclesiastical regulations and prescriptions, officiate in the Church of San Girolamo on a footing of complete equality with the Jugo-Slav clergy admitted to the Institute.

The Church of San Girolamo shall have the same legal status as the national Churches of other foreign countries in Rome.

In consequence of the foregoing Agreements the Italian Government will make the necessary arrangements for the removal of the existing sequestration order over the Institute of San Girolamo degli Schiavoni within three days after the exchange of ratifications of the Convention concerning Fiume.

ROME, January twenty seventh, nineteen hundred and twenty-four.

BENITO MUSSOLINI.

The Royal Government of Italy declares that the status of the Orthodox Serb Communities in Italy will be determined as soon as possible by a Convention, regard being had to their spiritual and economic independence.

This Convention shall carry with it the execution of Article 23 of the Conventions of Santa Margherita, which relate to the Bishopric of Zara.

ROME, *January 27, 1924.*

BENITO MUSSOLINI.

The Royal Government of Italy undertakes to settle as soon as possible the question of the rate of exchange for crowns belonging to the Slovene Co-operative Societies in Julian Venetia.

ROME, *January 27, 1924.*

BENITO MUSSOLINI.

ROME, *January 27, 1924.*

YOUR EXCELLENCY,

With reference to Article 7 of the Agreement concerning Fiume which we have just signed, I have the honour to assure you that the powers conferred by that article on the Delimitation

Commission in regard to the method of drawing the frontier-line on the Banchina on the ground, in accordance with the map attached to the letter annexed to the Treaty of Rapallo, are concerned solely with the practical method of delimiting this frontier-line on the Banchina.

It is understood that the line to be drawn on the ground is exactly the same as the line marked on the map in question.

I have the honour, etc.

(Signed) MUSSOLINI.

His Excellency M. Momcilo Nintchitch,  
Minister for Foreign Affairs  
of the Kingdom of the  
Serbs, Croats and Slovenes.

ROME, *January 29, 1924.*

YOUR EXCELLENCY,

With reference to Article 9 of the Agreement concerning Fiume, it is understood that under this article inhabitants of Fiume, of Jugo-Slav nationality, who become Jugo-Slav or Italian subjects, shall receive treatment identical with that granted to Italians in Dalmatia.

A Commission shall be appointed to carry out the provisions of this Article, and shall conclude its work within six months following the coming into force of the above agreement.

I have the honour to be, etc.

(Signed) MUSSOLINI.

His Excellency M. Momcilo Nintchitch,  
Minister for Foreign Affairs  
of the Kingdom of the  
Serbs, Croats and Slovenes.