

No. 4141

ITALY
and
YUGOSLAVIA

Agreement (with exchange of letters) for the final settlement of all reciprocal economic and financial obligations arising out of the Treaty of Peace and subsequent agreements. Signed at Belgrade, on 18 December 1954

Official text: French.

Registered by Italy on 3 January 1958.

ITALIE
et
YOUGOSLAVIE

Accord (avec échange de lettres) portant le règlement définitif de toutes les obligations réciproques de caractère économique et financier découlant du Traité de paix et des accords successifs. Signé à Belgrade, le 18 décembre 1954

Texte officiel français.

Enregistré par l'Italie le 3 janvier 1958.

the payment by one of the Contracting Parties prior to the entry into force of this Agreement of civil or military pensions to persons having opted for the nationality of the other Contracting Party.

Taking into account the payments already made by the Italian Government in accordance with article 2 of the Agreement of 23 December 1950, the obligation of Italy to pay the civil and military pensions provided for in the Treaty of Peace, annex XIV, paragraph 8 (annex B, paragraph 2, of the Agreement of 23 December 1950) shall accordingly be deemed to have been fully discharged.

Article 2

ITALIAN PROPERTY AND QUESTIONS RELATING THERETO

The compensation owed by the Yugoslav Government shall be deemed to have been finally settled in respect of :

(1) All such property, rights and interests, including direct or indirect ownership interests, situated in pre-war Yugoslav territory or ceded territory and formerly belonging to Italian individuals or bodies corporate, as have been subject to nationalization, land reform or any other measures of a general nature affecting ownership or to the measures referred to in article 7 of the Agreement of 23 May 1949.¹

For the purposes of this Agreement, the expression "Italian individuals" means all individuals who had Italian nationality up to the date of the entry into force of the Treaty of Peace and have not since then acquired Yugoslav nationality or been recognized under Yugoslav law as having equal rights and duties with Yugoslav nationals.

For the purposes of this Agreement, the expression "Italian bodies corporate" means all bodies corporate under Italian law the head office of which was not in ceded territory up to the date of the entry into force of the Treaty of Peace or was transferred outside that territory after that date.

(2) (a) All property, rights and interests situated in Yugoslav territory and belonging to persons whose right to opt for Italian nationality has been recognized by the two Governments or will be so recognized by virtue of letter A annexed to this Agreement, irrespective of the legal status of such property, rights and interests;

(b) A further agreement shall, however, be concluded between the two Governments to determine whether the provisions of item (a) above shall apply to free property which is situated in Yugoslav territory and belongs to persons whose right to opt for Italian nationality has been recognized by the two Governments and in respect of which a declaration of sale (*dichiarazione di vendita*) was not submitted by the owners by 5 October 1954.

¹ United Nations, *Treaty Series*, Vol. 150, p. 179.

The existing ownership status of the property referred to in item (b) above may not be changed pending the conclusion of the said further agreement.

It is understood that the payment and use of the \$30 million referred to in article 11 of this Agreement may not in any way be made contingent on the settlement arrived at with regard to the property referred to in item (b) above.

The Italian Government undertakes to communicate to the Yugoslav Government not later than 5 February 1955 a list of all those optants who have made a declaration of sale for their entire property in Yugoslavia and of the said property. The information available to the Italian delegation indicates that declarations of sale have been made by optants in 4,900 cases.

(3) All such property, rights and interests not covered by the provisions of paragraphs (1) and (2) of this article in respect of which the Italian-Yugoslav Joint Commission set up by virtue of the Agreement of 23 May 1949 is asked by the Italian Government or by the Italian delegation to that Commission to give a ruling, with the exception of property, rights and interests, which the Joint Commission has by common consent excluded from the provisions of the Belgrade Agreement of 23 May 1949.

All the property rights and interests covered by this article shall, by virtue of the present Agreement, become the property of the Federal People's Republic of Yugoslavia if they have not already become so by virtue of an earlier instrument. Italian property not covered by this article shall be treated in accordance with Yugoslav legislation.

The Italian Government will not support any claim for compensation that may be filed by a person whose right to opt for Italian nationality is not recognized by both Governments, even if such person subsequently becomes an Italian citizen.

This article settles in their entirety all the questions referred to in annex B, paragraphs 4, 5, 6 and 7, of the Agreement of 23 December 1950.

The settlement of questions concerning property liquidated under article 79 of the Treaty of Peace is provided for in article 3 of this Agreement.

As a basis for calculating the compensation to be paid to the persons concerned, the total value of the property covered by this article shall be provisionally fixed at \$72 million.

Article 3

QUESTIONS CONCERNING THE APPLICATION OF ARTICLE 79 OF THE TREATY OF PEACE

All questions concerning the application of article 79 of the Treaty of Peace (annex B, paragraph 8, of the Agreement of 23 December 1950), including questions concerning the branch offices of Italian banks situated in pre-war Yugoslav territory, shall be deemed to have been finally settled by the present Agreement.

Lists of the property, rights and interests seized, retained or liquidated in accordance with article 79 of the Treaty of Peace shall be completed by the Yugoslav Government by 31 March 1955.

The said lists shall include identifying information on the property referred to above.

The Yugoslav Government shall supply the Italian Government with the information necessary to determine the condition of the said property. An Italian expert or technician may in this connexion get in touch with the competent Yugoslav authorities and, if necessary, inspect the property.

Any documents which may be necessary to obtain the compensation provided for in article 79, paragraph 3, of the Treaty of Peace, shall be issued by the competent Yugoslav authorities to the persons concerned at their request.

Article 4

BANKS, SAVINGS BANKS, ETC.

In connexion with the nationalization measures taken by the Government of the Federal People's Republic of Yugoslavia in respect of the establishments referred to below, financial questions relating to banks, savings banks and other credit institutions in the ceded territory shall be settled as follows :

(1) The Italian Government, acting on its own behalf and on behalf of the Italian banks, savings banks, post-office savings banks and other Italian credit institutions, shall transfer to the Yugoslav Government all the claims, rights and interests of the said institutions in respect of individuals and bodies corporate residing or having their head office in the territory of the Federal People's Republic of Yugoslavia;

The Yugoslav Government undertakes to pay the debts and obligations of the above-mentioned institutions, including their obligations to former employees, in respect of individuals and bodies corporate residing or having their head office in the territory of the Federal People's Republic of Yugoslavia;

(2) The Yugoslav Government, acting on its own behalf and on behalf of the banks, savings banks and other credit institutions in the ceded territory, shall transfer to the Italian Government all the claims, rights and interests of the said institutions in respect of individuals and bodies corporate residing or having their head office in the territory of the Republic of Italy;

The Italian Government undertakes to pay the debts and obligations of the above-mentioned institutions, including their obligations to former employees, in respect of individuals and bodies corporate residing or having their head office in the territory of the Republic of Italy;

(3) The same settlement shall apply to custody deposits, deposits of security, cash deposits, and deposits of shares or other securities;

(4) This Agreement shall apply to the settlement of claims, debts, rights,

interests, custody deposits, deposits of security and all other liabilities and assets which existed at the time when the civil or military authorities of the Yugoslav Government or the local people's authorities took possession of the above institutions or their branches, or directed their activities;

(5) This Agreement shall also apply to institutions in liquidation and to the settlement of all questions concerning the banks, savings banks, post-office savings banks and other credit institutions referred to in annex B, paragraph 9, of the Agreement of 23 December 1950, including claims of the said institutions in respect of individuals, bodies corporate or institutions in Italy, it being expressly provided that all rights, legal actions and claims affecting the said institutions shall be assigned, on a reciprocal basis, to the respective Governments;

(6) The two Governments shall exchange all the documents, information and accounting records that are necessary for the application of this Agreement.

Article 5

PRIVATE CLAIMS

The claims of Italian individuals and bodies corporate on Yugoslav individuals and bodies corporate and vice versa (annex B, paragraph 11, of the Agreement of 23 December 1950) shall be dealt with in an offset arrangement between the two Governments.

They shall be settled in the following manner :

(1) The Italian Government undertakes to settle such claims of Italian nationals on Yugoslav nationals as originated not later than 15 September 1947, to the extent that the Italian creditors have obtained payment from the Yugoslav debtors. The Yugoslav debtors shall discharge their debts by depositing the amounts due in an account to be opened for that purpose with the National Bank of the Federal People's Republic of Yugoslavia;

(2) The Yugoslav Government undertakes to settle such claims of Yugoslav nationals on Italian nationals as originated not later than 15 September 1947, to the extent that the Yugoslav creditors have obtained payment from the Italian debtors. The Italian debtors shall discharge their debts by depositing the amounts due in an account to be opened for that purpose with an institution to be designated later by the Italian Government;

(3) The sums paid in to the above-mentioned accounts shall become the property of the respective Governments as compensation for the obligation to settle the claims of their nationals as provided above;

(4) The two Governments shall exchange all information at their disposal in order to facilitate the payment and collection of the claims and debts referred

to in this article. Creditors may, in addition, make use of all the procedures available under the legislation of the State concerned in order to obtain recognition of their claims;

(5) All ownership interests of Italian individuals and bodies corporate in bodies corporate having their head office in Yugoslav territory shall be liquidated and stelled in accordance with article 2 of this Agreement.

Article 6

SPECIAL ACCOUNTS

The balances outstanding on this date in the "Special Lira Account" and the "Special Dinar Account" provided for in article 1 of the Agreement between the Federal People's Republic of Yugoslavia and the Republic of Italy concerning the transfer of optants' funds, initialled at Belgrade on 30 August 1948 and signed at Rome on 23 December 1950,¹ shall be deemed to have been settled and adjusted by virtue of this Agreement.

In accordance with the procedures agreed upon between the two Governments, the Italian Government shall pay to the beneficiaries in Italy the exchange value of the sums paid into the "Special Dinar Account".

The National Bank of the Federal People's Republic of Yugoslavia shall place at the disposal of the Yugoslav Government the amounts in dinars in the special accounts referred to in the first paragraph.

The Italian Government shall reimburse to the Ufficio Italiano dei Cambi the amounts in lire in the above-mentioned special accounts.

With the settlement provided for above, the said special accounts shall be deemed to have been finally closed.

Article 7

RAILWAY AND POSTAL QUESTIONS

I. The following matters shall be deemed to have been finally settled by this Agreement :

(a) All reciprocal obligations existing before the war between the Yugoslav and Italian postal administrations and between the Yugoslav Railways and the Italian State Railways, including claims on the Yugoslav Railways arising out of the Arrangement of 6 July 1950 between the Yugoslav Railways and the Italian State Railways on special railway tariffs;

(b) The Italian Government's obligation to return trucks and coaches removed from Yugoslav territory during the war (Treaty of Peace, article 75);

(c) Questions concerning the allocation of rolling stock as provided for in annex XIV, paragraph 18, of the Treaty of Peace.

¹ United Nations, *Treaty Series*, Vol. 150, p. 191.

2. The Italian Government, on behalf of the Italian State Railways, recognizes the ownership by the Yugoslav Railways of all rolling stock of Italian origin which was in the possession of the Yugoslav Railways on 1 September 1947 and has not been returned by the date of signature of this Agreement.

3. The Yugoslav Government, on behalf of the Yugoslav Railways, recognizes the ownership by the Italian State Railways of all rolling stock of Yugoslav origin which was in Italian territory on 1 September 1947 and has not been returned by the date of signature of this Agreement.

4. Pending the conclusion of a special agreement between the two railway administrations, the Italian State Railways will continue to provide from the sub-station at Poggio Reale-Campagna and under the same payments conditions as heretofore the electric power necessary to ensure normal traffic on the Sežana-Rijeka line.

Article 8

REPARATIONS AND OTHER QUESTIONS

The following reciprocal obligations shall also be deemed to have been finally settled :

(1) The obligation of the Republic of Italy to the Federal People's Republic of Yugoslavia under article 74, B, of the Treaty of Peace which, taking into account the sum paid by the Italian Government in accordance with the Agreement of 23 December 1950, amounts to \$US94,279,792.59 at the gold parity defined in article 74, B, paragraph 5 of the said Treaty;

(2) All the obligations between Italian and Yugoslav social insurance organizations arising out of annex XIV, paragraph 7, of the Treaty of Peace (annex B, paragraph 3, of the Agreement of 23 December 1950);

The Yugoslav Government and the Italian Government shall settle all questions arising out of the application of this provision by an exchange of notes¹ which shall form an integral part of this Agreement;

(3) The apportionment of the Italian public debt provided for in annex XIV, paragraph 6, of the Treaty of Peace (annex B, paragraph 10, of the Agreement of 23 December 1950).

The Yugoslav Government shall transmit to the Italian Government, within six months from the date on which this Agreement comes into force, the holdings in the Italian public debt situated in the ceded territory, including the *buoni postali fruttiferi*.

The Italian Government shall not be obliged to ensure payment on any holdings, as referred to in annex XIV, paragraph 6, of the Treaty of Peace,

¹ See p. 261 of this volume.

in the Italian public debt, including the *buoni postali fruttiferi*, which may be presented by individuals who have continued to reside in the ceded territory or bodies corporate which have retained their head office there;

(4) The Yugoslav public and private claims referred to in annex B, paragraph 12, of the Agreement of 23 December 1950 (compensation for damage caused by the bombardment of Bitolj, the Italian debt in Croatian Kounes, and the *vaglia cambiari* drawn on the Bank of Italy by the Hranilnica Ljubljanske pokrajine and by the German authorities and in the possession of the National Bank of the Federal People's Republic of Yugoslavia);

The National Bank of the Federal People's Republic of Yugoslavia shall deliver the said *vaglia cambiari* to the Bank of Italy for the account of the Italian Government within three months from the date on which the present Agreement comes into force;

(5) The clearing accounts existing up to 28 November 1947, the date on which payments relations were resumed;

The balances in the said accounts shall be settled, on the part of Yugoslavia, between the National Bank of the Federal People's Republic of Yugoslavia and the Yugoslav Government, and, on the part of Italy, between the Ufficio Italiano dei Cambi, in its capacity as the liquidator of the Istituto Nazionale per i Cambi con l'Estero, and the Italian Government;

(6) All questions concerning the circulation of currency dealt with in annex B, paragraph 18, of the Agreement of 23 December 1950;

(7) The allocation of harbour equipment pursuant to annex XIV, paragraph 18, of the Treaty of Peace;

(8) The Italian Government's obligation to the Yugoslav Government concerning the payment of 34,760,180 Italian lire as provided for in article 10 of the Agreement between the Government of the Federal People's Republic of Yugoslavia and the Government of the Republic of Italy concerning the water supply for the Commune of Gorizia, which was signed at Rome on 26 July 1954, in accordance with annex V of the Treaty of Peace with Italy.

Article 9

ITALIAN VESSELS

The Italian Government, on its own behalf and on behalf of its nationals, renounces all claims concerning Italian vessels that were seized by the Yugoslav Government pursuant to decisions of the Yugoslav Prize Courts (annex B, paragraph 17, of the Agreement of 23 December 1950).

Italian vessels seized by the Yugoslav Government otherwise than by virtue of a decision of the Prize Courts shall be deemed to have been covered by article 2 of this Agreement.

Article 10

ANNEX XVI OF THE TREATY OF PEACE

The provisions of annex XVI of the Treaty of Peace, concerning contracts, prescription and negotiable instruments, shall remain in force between the two Contracting Parties.

Article 11

The balance of all reciprocal claims and debts covered by this Agreement is fixed at \$US30 million in favour of the Yugoslav Government. The Italian Government undertakes not to make the payment of this sum contingent on the settlement of any claim present or future. This sum shall, in addition, be exempt from any act of seizure or sequestration.

The Italian Government shall make the said sum available to the Yugoslav Government through the Ufficio Italiano dei Cambi in accordance with the procedure provided for in letter G¹ annexed to this Agreement.

Article 12

Inasmuch as this Agreement constitutes the final settlement of all reciprocal economic and financial obligations arising out of the Treaty of Peace and subsequent agreements, the two Contracting Governments hereby declare that no claim of the same nature and origin as the above-mentioned obligations may in future be presented or supported by the two Governments or by their nationals.

This Agreement shall not constitute any settlement of obligations arising out of the Treaty of Peace other than economic and financial obligations nor, in particular, of the obligation of Italy to make restitution of objects of artistic, historical or archaeological value, the obligation provided for in article 75, paragraph 9, of the Treaty of Peace and annex XIV, paragraph 4, of the same treaty, or the obligations arising out of the Agreement of 23 December 1950² with respect to the apportionment of archives.

The present Agreement shall not affect the legal status of the property referred to in article II, paragraph (a) of the Udine Agreement of 3 February 1949.³

The general compensation provided for by this Agreement shall not apply to the movable property referred to in article 1 of the Agreement concerning the transfer of optants' movable property, initialled at Belgrade on 18 August 1948,⁴ in so far as such property belongs to optants who are still resident in Yugoslav territory or for whom the time-limit provided for in article 1 of the said Agreement of 18 August 1948 has not yet expired.

¹ See p. 273 of this volume.

² United Nations, *Treaty Series*, Vol. 171, p. 291.

³ United Nations, *Treaty Series*, Vol. 33, p. 105.

⁴ United Nations, *Treaty Series*, Vol. 150, p. 199.

Article 13

The Ufficio Italiano dei Cambi, acting on behalf and for the account of the Italian Government, shall open in the name of the National Bank of the Federal People's Republic of Yugoslavia, acting on behalf and for the account of the Yugoslav Government, a non-interest-bearing account in United States dollars to be called "Conto dollari R. 1954".

This account shall be credited with the sums mentioned in article 11 of this Agreement.

Article 14

With due regard for the obligations of the Yugoslav Government concerning deliveries of materials to Italy as provided for in article 74, B, paragraph 4, of the Treaty of Peace, the Yugoslav Government shall use the above-mentioned amount exclusively for the payment of the deliveries to be determined by agreement between the two Governments immediately after the signing of the present Agreement.

Article 15

In the event of a change in the gold parity of the United States dollar as established in article 74, B, paragraph 5, of the Treaty of Peace, the amounts in the "Conto dollari R. 1954" shall be readjusted on the basis of the new gold parity on the understanding that this obligation on the part of the Italian Government shall cease on 18 December 1957.

Article 16

This Agreement shall be ratified as soon as possible and shall enter into force on the date of the exchange of the instruments of ratification, which shall take place at Rome. It shall nevertheless be applied immediately upon signature without awaiting ratification.

DONE at Belgrade in duplicate in the French language on 18 December 1954.

For the Government
of the Federal People's Republic
of Yugoslavia :
PAVLIC

For the Government
of the Republic of Italy :
RICCIO

EXCHANGE OF LETTERS

I

LETTER A

CHAIRMAN OF THE YUGOSLAV DELEGATION

Belgrade, 18 December 1954

Sir,

A number of the requests to opt for Italian nationality that were mentioned in the letters annexed to the Agreement of 23 December 1950 for the settlement of certain questions concerning options have not yet been recognized by the two Governments.

In order to facilitate a final settlement of the status of the persons concerned, the Yugoslav Government is prepared to recognize the options for Italian nationality referred to above in those cases where, before 31 March 1955, notice is received from the Italian Government that it is also prepared to recognize them.

Requests to opt which are not accepted in this way shall be deemed to have been finally rejected.

The procedure provided for in this letter replaces that provided for in the letter annexed to the Agreement of 23 December 1950 for the settlement of certain questions concerning options.

It is understood that this letter, together with your reply, forms an integral part of the Agreement which we have just signed for the settlement of all reciprocal economic and financial obligations arising out of the Treaty of Peace and subsequent agreements.

I have the honour to be, etc.

Stane PAVLIC

His Excellency Dr. Luigi Riccio
Chairman of the Italian Delegation
Belgrade

II

LETTER A

CHAIRMAN OF THE ITALIAN DELEGATION

Belgrade, 18 December 1954

Sir,

I have the honour to acknowledge receipt of your letter of today's date, which reads as follows :

[See letter I]

I have the honour to inform you that my Government is in agreement with the above.

I have the honour to be, etc.

Luigi RICCIO

His Excellency Dr. Stane Pavlic
Chairman of the Yugoslav Delegation
Belgrade

III

LETTER B

CHAIRMAN OF THE YUGOSLAV DELEGATION

Belgrade, 18 December 1954

Sir,

During the negotiations leading up to the Agreement signed today,¹ the Italian delegation raised the question of the application of article 79 of the Treaty of Peace to immovable property belonging to the Italian consular service in pre-war Yugoslav territory.

I have the honour to inform you that the Yugoslav Government is prepared to settle this question through the normal diplomatic channel in accordance with article 79, paragraph 6, of the Treaty of Peace.

I have the honour to be, etc.

Stane PAVLIC

His Excellency Dr. Luigi Riccio
Chairman of the Italian Delegation
Belgrade

IV

LETTER B

CHAIRMAN OF THE ITALIAN DELEGATION

Belgrade, 18 December 1954

Sir,

I have the honour to acknowledge receipt of your letter of today's date, which reads as follows :

[See letter III]

¹ See p. 241 of this volume.

I have the honour to inform you that my Government is in agreement with the above.

I have the honour to be, etc.

Luigi RICCIO

His Excellency Dr. Stane Pavlic
Chairman of the Yugoslav Delegation
Belgrade

V

LETTER C

CHAIRMAN OF THE YUGOSLAV DELEGATION

Belgrade, 18 December 1954

Sir,

With reference to article 8, paragraph (6) of the Agreement signed today, I have the honour to inform you that the National Bank of the Federal People's Republic of Yugoslavia will make all the inquiries necessary to determine the ultimate fate of the units of currency withdrawn from circulation.

The National Bank of the Federal People's Republic of Yugoslavia will communicate the results of its inquiries to the competent Italian authorities without fail, and it will, if necessary, make restitution of any withdrawn currency units which are found to be in existence in Yugoslav territory.

I have the honour to be, etc.

Stane PAVLIC

His Excellency Dr. Luigi Riccio
Chairman of the Italian Delegation
Belgrade

VI

LETTER C

CHAIRMAN OF THE ITALIAN DELEGATION

Belgrade, 18 December 1954

Sir,

I have the honour to acknowledge receipt of your letter of today's date, which reads as follows :

[See letter V]

I have the honour to inform you that my Government is in agreement with the above.

I have the honour to be, etc.

Luigi RICCIO

His Excellency Dr. Stane Pavlic
Chairman of the Yugoslav Delegation
Belgrade

VII

LETTER D

CHAIRMAN OF THE YUGOSLAV DELEGATION

Belgrade, 18 December 1954

Sir,

With reference to the negotiations that led up to the Agreement signed today, and particularly as regards article 6 of that Agreement, I have the honour to propose that, in the event of new options being recognized by the Yugoslav Government, the optants' liquid assets shall be governed by the general Yugoslav exchange regulations in so far as the two Governments have not made any arrangements in this connexion.

It is understood that this letter, together with your reply, forms an integral part of the Agreement which we have just signed for the settlement of all reciprocal economic and financial obligations arising out of the Treaty of Peace and subsequent agreements.

I have the honour to be, etc.

Stane PAVLIC

His Excellency Dr. Luigi Riccio
Chairman of the Italian Delegation
Belgrade

VIII

LETTER D

CHAIRMAN OF THE ITALIAN DELEGATION

Belgrade, 18 December 1954

Sir,

I have the honour to acknowledge receipt of your letter of today's date, which reads as follows :

[*See letter VII*]

I have the honour to inform you that my Government is in agreement with the above.

I have the honour to be, etc.

Luigi RICCIO

His Excellency Dr. Stane Pavlic
Chairman of the Yugoslav Delegation
Belgrade

IX

LETTER E

CHAIRMAN OF THE YUGOSLAV DELEGATION

Belgrade, 18 December 1954

Sir,

With reference to article 6 of the Agreement signed today, I have the honour to propose that under the Agreement those amounts shall also be deemed to have been adjusted which up to today's date have been paid by Italian optants into the National Bank of the Federal People's Republic of Yugoslavia—Rijeka branch—but are still in suspense because of the lack of adequate supporting documents.

The said National Bank will send the Ufficio Italiano dei Cambi a complete list of the payments referred to above in which the amount, the name and address of the beneficiaries and the date of the transaction will be shown. It is understood, however, that if the payments are not made in conformity with the provisions of the Agreement of 30 August 1948,¹ the respective amounts in dinars shall again be placed at the disposal of the persons by whom the payments were made.

It is understood that this letter, together with your reply, forms an integral part of the Agreement which we have just signed for the settlement of all reciprocal economic and financial obligations arising out of the Treaty of Peace and subsequent agreements.

I have the honour to be, etc.

Stane PAVLIC

His Excellency Dr. Luigi Riccio
Chairman of the Italian Delegation
Belgrade

¹ United Nations, *Treaty Series*, Vol. 150, p. 191.

X

LETTER E

CHAIRMAN OF THE ITALIAN DELEGATION

Belgrade, 18 December 1954

Sir,

I have the honour to acknowledge receipt of your letter of today's date, which reads as follows :

[See letter IX]

I have the honour to inform you that my Government is in agreement with the above.

I have the honour to be, etc.

Luigi RICCIO

His Excellency Dr. Stane Pavlic
Chairman of the Yugoslav Delegation
Belgrade

XI

LETTER F

CHAIRMAN OF THE ITALIAN DELEGATION

Belgrade, 18 December 1954

Sir,

With reference to article 6 of the Agreement signed today, I have the honour to inform you that, having regard to the provisions of article 2, paragraph 1, of the Agreement of 30 August 1948 and annex B, paragraph 15, of the Agreement of 23 December 1950 and to the particular circumstances of the beneficiaries in Italy, the payment to such beneficiaries of the sums paid into the "Special Dinar Account" up to today's date should, in the view of the Italian Government, be effected as follows :

6 lire for each dinar paid up to 31 December 1949,

4 lire for each dinar paid between 1 January 1950 and 31 December 1951,

2 lire for each dinar paid between 1 January 1952 and today's date.

The amounts in lire still to be paid shall be reduced by the sums already paid as advances.

It is understood that this letter, together with your reply, forms an integral part of the Agreement which we have just signed for the settlement of all reciprocal economic and financial obligations arising out of the Treaty of Peace and subsequent agreements.

I have the honour to be, etc.

Luigi RICCIO

His Excellency Dr. Stane Pavlic
Chairman of the Yugoslav Delegation
Belgrade

XII

LETTER F

CHAIRMAN OF THE YUGOSLAV DELEGATION

Belgrade, 18 December 1954

Sir,

I have the honour to acknowledge receipt of your letter of today's date, which reads as follows :

[*See letter XI*]

I have the honour to inform you that my Government is in agreement with the above.

I have the honour to be, etc.

Stane PAVLIC

His Excellency Dr. Luigi Riccio
Chairman of the Italian Delegation
Belgrade

XIII

LETTER G

CHAIRMAN OF THE ITALIAN DELEGATION

Belgrade, 18 December 1954

Sir,

I wish to confirm the agreement arrived at in our conversations on the schedule for the payment in instalments of the sum provided for in article 11 of the Agreement signed today. It was agreed that the sum of \$30 million would be paid by the Italian Government in the following instalments :

A first instalment of \$10 million as soon as possible but not later than 1 April 1955;

A second instalment of \$5 million on 1 January 1956;

A third instalment of \$5 million on 1 July 1956;

A fourth instalment of \$5 million on 1 January 1957;

A fifth instalment of \$5 million on 1 July 1957.

It is understood that this letter, together with your reply, forms an integral part of the agreement signed today.

I have the honour to be, etc.

Luigi Riccio

His Excellency Dr. Stane Pavlic
Chairman of the Yugoslav Delegation
Belgrade

XIV

LETTER G

CHAIRMAN OF THE YUGOSLAV DELEGATION

Belgrade, 18 December 1954

I have the honour to acknowledge receipt of your letter of today's date, which reads as follows :

[See letter XIII]

I have the honour to inform you that my Government is in agreement with the above.

I have the honour to be, etc.

Stane PAVLIC

His Excellency Dr. Luigi Riccio
Chairman of the Italian Delegation
Belgrade

XV

LETTER H

CHAIRMAN OF THE YUGOSLAV DELEGATION

Belgrade, 18 December 1954

Sir,

During the negotiations which led up to the Agreement signed today, we agreed that the Italian-Yugoslav Joint Commission would conclude its work as soon as possible and in any case within six months from today, that is to say by 18 June 1955.

After that date the competent Yugoslav authorities will transmit to the competent Italian authorities or their experts the information necessary to establish the condition of the property referred to in articles 3 and 4 of the Agreement signed today.

I have the honour to be, etc.

Stane PAVLIC

His Excellency Dr. Luigi Riccio
Chairman of the Italian Delegation
Belgrade

XVI

LETTER H

CHAIRMAN OF THE ITALIAN DELEGATION

Belgrade, 18 December 1954

Sir,

I have the honour to acknowledge receipt of your letter of today's date, which reads as follows :

[*See letter XV*]

I have the honour to inform you that my Government is in agreement with the above.

I have the honour to be, etc.

Luigi RICCIO

His Excellency Dr. Stane Pavlic
Chairman of the Yugoslav Delegation
Belgrade