

N° 163.

ROYAUME-UNI
DE GRANDE-BRETAGNE ET
D'IRLANDE ET ITALIE

Accords au sujet de la répartition
définitive de la flotte marchande
austro-hongroise. Londres, les 25
septembre 1919; 13|15 octobre
1919 et 1^{er} juin 1921.

UNITED KINGDOM
OF GREAT BRITAIN AND
IRELAND AND ITALY

Agreements with regard to the
Ultimate Disposal of Austro-Hun-
garian Merchantships. London,
September 25, 1919, October
13|15, 1919, June 1, 1921.

No. 163. — AGREEMENTS WITH REGARD TO THE ULTIMATE DISPOSAL OF AUSTRO-HUNGARIAN MERCHANTSHIPS. LONDON, SEPTEMBER 25, 1919, OCTOBER 13-15, 1919, JUNE 1, 1921.

*Texte officiel anglais communiqué par le Ministère des Affaires Etrangères de Sa Majesté Britannique.
L'enregistrement de cet accord a eu lieu le 15 septembre 1921.*

MERCANTILE MARINE DEPARTMENT,
BOARD OF TRADE.

ST. JAMES'S PARK, S. W. 1, June 1, 1921.

In connection with the Agreement between Italy and Great Britain of June 1, 1921 in regard to the division of ex-enemy tonnage, I have to confirm that it has been agreed that the following ex-Austro-Hungarian vessels, which were detained in British ports, shall be handed over to your Government :—

	G. T.	
Clutha	3,426	Managed by Great Britain.
Huntspill	5,440	» » » »
Polish Monarch	4,292	» » » »
Carawa	3,530	» » Australia.
Erzherzog Franz Ferdinand	6,105	» » India Office.

In the event of any of these vessels being condemned and it proving impossible to transfer any of these vessels, Great Britain will transfer other vessels equivalent, so far as possible, in age, type and value.

On certain of these vessels claims have been lodged in the Prize Court by persons or firms who had rendered services, or supplied goods, to the vessels prior to their detention, and it is understood that your Government will be prepared to meet these claims before the vessels are released from the custody of the British Prize Court.

Pending a formal decision in the case of each vessel by the British Prize Court, it is agreed that the three first named vessels should be handed over to you for temporary management, as and when they become available.

As regards the "Carawa" and the "Erzherzog Franz Ferdinand", it will be necessary to wait for the formal decision of the Prize Courts concerned.

(Signed) C. HIPWOOD.

Marquis SALVAGO-RAGGI,
Italian Delegation,
Reparations Commission.

SUPPLEMENTARY AGREEMENT BETWEEN ITALY AND GREAT BRITAIN
IN REGARD TO EX-ENEMY SHIPS.

(1) Under this present Agreement, which is explanatory of and supplementary to the Anglo-Italian Agreement dated September 25, 1919 and October 13 and 15, 1919, Great Britain and Italy further agree as follows :

(2) All ex-Austrian and ex-Hungarian tonnage other than the tonnage referred to in clause 3 and 4 of the Anglo-Italian Agreement before-mentioned shall be included in the pool of ex-enemy tonnage available for immediate distribution and shall be dealt with in accordance with the scheme to be agreed by the Maritime Service. Should the Peace Treaty of Trianon not be ratified when the ex-enemy tonnage in zone 1 is allotted, the allotment of the Hungarian tonnage and its transfer will take place in accordance with the following provisions as a provisional measure to come into force concurrently with the Peace Treaty.

(3) There shall be allotted to Italy out of the ex-Austro-Hungarian tonnage an amount of tonnage equal to her share of the ex-enemy pool tonnage delivered between the date of the Armistice and the December 31, 1920 (*i.e.*, of zone 1) ; such amount to be calculated in accordance with the principles of the Wilson-Lloyd George Agreement with sailing vessels as a separate class.

(4) The remainder of the ex-Austro-Hungarian tonnage shall be allotted only to France and Great Britain.

(5) Great Britain shall transfer to Jugo-Slavia the vessels shown in Schedule C of the Italian Jugo-Slav Agreement dated September 7, 1920, as far as such vessels are allotted to Great Britain.

(6) The remainder of the Austro-Hungarian tonnage allotted to Great Britain shall be transferred to Italy.

(7) Great Britain agrees to transfer to Italy the ex-German cable steamer "Grossherzog von Oldenburg."

(8) Italy, in addition to the above, shall be allotted her share of the German sailing and fishing vessels calculated according to her net losses of sailing and fishing vessels. Italy agrees that in so far as the tonnage of classes (1) and (2) allotted to Italy under § 3 of this agreement, and transferred to Italy under § 6 and 7 of this agreement exceeds the proportionate share of Italy on classes (1) and (2) in zone 1 of enemy tonnage, the excess shall be set off against the claims of Italy on classes (1) and (2) of the later zones of enemy tonnage as these zones may be fixed by the Reparation Commission.

Italy's share in the later zones up to the amount determined to be in excess, shall be transferred to Great Britain, provided that no ex-Austro-Hungarian vessel nor any of the proportionate share of Italy of the tonnage to be laid down by Germany under § 5 of Annex III Part VIII of the Treaty of Versailles, shall be so transferred.

(9) In order to enable Italy to meet the obligation assumed by her as by the other Powers concerned towards Belgium according to article 6 (4) of the Spa Agreement dated July 16, 1920, Great Britain will transfer to Italy such an amount of ex-German tonnage as corresponds in age, type and value to the contribution due by Italy to Belgium.

(10) The financial arrangements in regard to the ships allotted or transferred to Italy shall be in accordance with the provisions of Article 6 of the Spa Agreement of July 16, 1920, subject to the provisions of §§ 11 and 12 below.

(11) Great Britain agrees and will propose that the Austrian and the Hungarian Governments will respectively be credited only with the value of such part of the ex-Austrian or ex-Hungarian

tonnage the property of which they actually transfer to the Reparation Commission in conformity with § 4 of Annex III of Part VIII of the Treaties of St. Germain and Trianon, and that Italy will be debited only with the value so credited in respect of the ex-Austrian or ex-Hungarian tonnage allotted or transferred to her.

The Italian Government undertakes to recognise the rights of property of Allied and Neutral nationals in the above ships.

(12) In respect of all the ex-enemy tonnage managed by Italy which is to be allotted to Great Britain, Italy agrees to pay in hire to Great Britain, the sum of £1,500,000 (one million and five hundred thousand pounds sterling). This amount, together with interest as laid down in § 3 of Article 6 of the Spa Agreement shall, in accordance with that paragraph, be paid in five annual instalments by deducting in from the first five annual percentage payments received by Italy other than payments in kind or services rendered and adding it to the percentage payments received by Great Britain. In each case, interest will continue to run on the unpaid instalments until the payment is actually made.

(Signed) C. HIPWOOD.

(Signed) SALVAGO-RAGGI.

Dated *June*, 1 1921.

MEMORANDUM OF AGREEMENT BETWEEN GREAT BRITAIN AND ITALY WITH REGARD TO THE ULTIMATE DISPOSAL OF AUSTRO-HUNGARIAN MERCHANT SHIPS.

September 25, 1919.

(1) Italy will be a party to the Wilson-Lloyd George Agreement of May, 1919.

(2) Great Britain will propose to the other Powers concerned that in the division of enemy tonnage, Italy's claims for reparation in kind (so far as they are admitted by the Reparation Commission) shall be settled by the transfer of Austro-Hungarian tonnage (provided always that the principle referred to in the Wilson-Lloyd George Agreement of Reparation according to the class of vessel lost shall not be over-ridden).

(3) Great Britain will propose to the other Powers concerned that all Austro-Hungarian Merchant ships not exceeding 2,000 tons gross and Fishing craft shall be excluded from the pool of tonnage which is to be divided amongst the Allied and Associated Powers pro rata to their losses in Merchant shipping. These vessels will remain in the Adriatic and their ultimate Ownership as between Italy and Serbo-Croato-Slovene State will be determined by the Reparation Commission; provided, however, that where there is an enemy interest in the ships the value of this interest shall be determined by and credited to, the Reparation Commission.

(4) Great Britain will propose to the other Powers concerned that ships under construction in Austro-Hungarian Ports at the date of the Armistice, shall be allocated to Italy and shall not be included in the pool of enemy tonnage which is to be divided pro rata amongst the Allied and Associated Powers, in proportion to their losses in Merchant shipping. Provided, however, that in respect of each and every ship so excluded, Italy shall be debited in the Reparation Account with the value of such part of the ship as may be decided by the Reparation Commission to have been Enemy property at the time when the Austro-Hungarian ports were occupied by Italian troops, such value to be determined by the Reparation Commission.

(5) After the final division of enemy shipping has been made, Great Britain will sell to Italy such Austro-Hungarian ships as may be included in her share of enemy tonnage provided always that Great Britain shall be under no obligation to sell to Italy any Austro-Hungarian ships, the ultimate ownership of which the Reparation Commission may determine to be Serbo-Croato-Slovene. If so desired by Great Britain, Italy will accept a reduction of not exceeding 100,000 tons gross in the quantity of tonnage to be sold to her under the terms of the Maclay Agreement (500,000 tons gross).

Payments for the ships so transferred from Great Britain to Italy shall, subject to the consent of the Reparation Commission, be made by transfer of entries in the Reparation Account, provided always that if it should prove that Great Britain had actually to make a cash payment to the Reparation Commission, Italy will (subject to an extension of credit over the maximum period for which credit may be allowed by the Reparation Commission to the British Government) provide such cash payment or pay in cash to Great Britain, the price of the ships, whatever shall be the loss; and provided further that in the event of the Reparation Commission refusing their consent to payment being made by transfer of entries Italy will pay for the ships in Sterling out of the first cash proceeds obtained by her from the Reparation Account or within three years from the date of transfer, whichever is the earlier date (always subject to the proviso as to the extension of credit referred to above).

It is also understood that by transfer of entries in the Reparation Account is meant a transfer of net credit in the Reparation Account to the amount of the value of the ships.

SUPPLEMENTARY AGREEMENT TO THE ITALIAN SHIPPING AGREEMENT
OF SEPTEMBER 25, 1919.

With reference to the Agreement of September 25, 1919, it is understood that the price of the ships transferred from Great Britain to Italy shall be that at which the ships are debited against Great Britain in the Reparation Fund.

(Signed) T. LODGE 13.10,

(Signed) GIANINNI 15.10.
