

N° 1885.

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

Accord intégratif de l'Accord signé à Rome, le 27 janvier 1924, pour le règlement du trafic, avec protocole final et protocole final général. Signés à Nettuno, le 20 juillet 1925.

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

Agreement supplementing the Agreement signed at Rome, January 27, 1924, for the Regulation of Traffic, with Final Protocol and General Final Protocol. Signed at Nettuno, July 20, 1925.

¹ TRADUCTION. — TRANSLATION.

No. 1885. — AGREEMENT² BETWEEN THE KINGDOM OF ITALY AND THE KINGDOM OF THE SERBS, CROATS AND SLOVENES, SUPPLEMENTING THE AGREEMENT SIGNED AT ROME, JANUARY 27, 1924, FOR THE REGULATION OF TRAFFIC. SIGNED AT NETTUNO, JULY 20, 1925.

French official text communicated by the Italian Minister for Foreign Affairs and the Permanent Delegate of the Kingdom of the Serbs, Croats and Slovenes accredited to the League of Nations. The registration of this Agreement took place December 19, 1928.

HIS MAJESTY THE KING OF ITALY and HIS MAJESTY THE KING OF THE SERBS, CROATS AND SLOVENES, being desirous of facilitating and mutually guaranteeing to the fullest possible extent regular and reliable communication between the two countries and of developing and securing a greater volume of third party passenger and goods traffic in accordance with the provisions of the Agreement concerning Fiume³ signed at Rome on January 27, 1924, and Annex B thereto, and in consideration of the special conditions of the railway line at Bakar and the need for linking up the movement of trains from and to Fiume with the movement from and to Susak, and being further desirous, with the above object in view, of interpreting the said Agreement and Annex B thereto in a just and equitable manner in order that they may be correctly applied for the benefit of both High Contracting Parties, have appointed as their Plenipotentiaries :

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. Voislav ANTONIEVITCH, His Envoy Extraordinary and Minister Plenipotentiary accredited to His Majesty the King of Italy ;

M. Otokar RYBÁR, Envoy Extraordinary and Minister Plenipotentiary ;

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

I. MOVEMENT OPERATIONS.

Article I.

With a view to providing a complete guarantee for the traffic and a strict division of the respective powers and responsibilities relative to the movement operations which devolve upon

¹ Traduit par le Secrétariat de la Société des Nations, à titre d'information.

¹ Translated by the Secretariat of the League of Nations, for information.

² The exchange of ratifications took place at Rome, November 14, 1928.

³ Vol. XXIV, page 31, of this Series.

the railway organs of the High Contracting Parties and their administrations, the cooperation of the Serb-Croat-Slovene delegation at the Fiume international station provided for in Article 6 of the Agreement signed at Rome on January 27, 1924, shall be afforded in conformity with the following Articles.

Article 2.

The Italian railway administration shall carry out all the movement operations in the Fiume international station and shall administer it through its competent organs in accordance with its regulations.

Article 3.

The responsibilities in connection therewith shall be governed by the provisions set out hereinunder.

Article 4.

The operations involved in the movement of trains on the so-called high Bakar line shall be carried out by the administration of the Serb-Croat-Slovene railways.

The traffic reports of the trains shall be made out by the staff of the Serb-Croat-Slovene railway delegation according to its regulations for movement operations.

In addition to the existing telephone, a telegraphic apparatus connected with the existing circuit and an electro-mechanical "consenso" shall be placed at the disposal of the Serb-Croat-Slovene delegation for the purpose of carrying out these operations.

Article 5.

The following duties shall devolve upon the Italian railway administration :

(a) The taking over and despatch of trains after receipt of the written instructions of the Serb-Croat-Slovene delegation ;

(b) The counter-signing of the traffic reports of trains travelling to Bakar as far as the frontier ;

(c) The operation of the installations for the protection of the trains on arrival and departure, including the electro-mechanical block installation.

Article 6.

The two railway administrations shall on the basis of the above provisions jointly prepare the regulations governing the detailed arrangements.

Article 7.

It is agreed that the Serb-Croat-Slovene railway administration shall be responsible for the movement of the trains over the section between Fiume and Ogranak and vice versa, as regards all the arrangements made by the staff of the Serb-Croat-Slovene railways for such train operations, as also for carrying out the operations set forth in Article 4 of this Agreement on the Ogranak frontier line and vice versa. On the other hand, the Italian railway administration working the line, or both administrations, shall be responsible in accordance with the following provisions for the departure and arrival of the trains in Fiume station and for the operations set forth in Article 5 of this Agreement.

Article 8.

A Mixed Commission of experts of the Italian and Serb-Croat-Slovene railways shall, after an enquiry, determine who is responsible for injury or damage caused to persons, goods or material in case of accidents occurring in the course of movement operations either on the section of the main high line between the frontier of the two States and Fiume or on the double track of the low Susak-Fiume line or in the Fiume international station, but in this last case only in so far as the haulage and movement operations are carried out in cooperation with the staff of the Serb-Croat-Slovene railway administration.

Article 9.

Should it prove impossible as a result of the enquiry carried out by the Mixed Commission referred to in the preceding Article to determine with certainty which administration is responsible, and also in the case of accidents which are due to *force majeure* or which cannot be attributed to culpable negligence on the part of the station authority, the consequences of the accident shall be borne in equal proportions by the two administrations.

Article 10.

It is the duty of the head of the Italian administration of the Fiume international station to take all steps necessary to summon a meeting of the Mixed Commission as soon as possible in case of accidents causing death or serious injury to the health of persons, or damage to goods or material exceeding five hundred gold francs in value.

Article 11.

Damage amounting to less than the above sum, if due to accidents occurring on the high main line between the frontier of the two States and the taking-over tracks at the Fiume international station, shall be borne by the Serb-Croat-Slovene railway administration, while damage due to accidents occurring on the low Susak-Fiume line or in the Fiume international station shall be borne by the Italian railway administration.

Article 12.

The Mixed Commission shall be summoned not later than fifteen days from the date of the accident.

Article 13.

The above Mixed Commission shall consist of an official from each executive service of the two administrations, namely, movement, haulage and maintenance. The chair shall be taken by a member appointed from each administration in turn. The presence of five members is essential. Decisions taken by the Commission shall be valid if adopted by the majority of the members of each delegation.

If the two delegations of the Commission do not come to an agreement within twenty-five days, the two railway administrations shall endeavour to settle the dispute by a friendly arrangement.

Article 14.

Should it be found impossible to arrive at a friendly settlement within a further period of thirty days, and should either of the High Contracting Parties request that the dispute be submitted to an arbitral tribunal for decision, the other Party must consent thereto, even as regards the prior question whether the dispute is of a nature to be referred to the arbitral tribunal.

The arbitral tribunal shall be constituted for each dispute in accordance with the provisions of, and as laid down in, Article 62.

Article 15.

The necessary arrangements for the safety of the movement operations by means of the proper signals, together with the division of responsibility, shall be determined jointly by the two railway administrations for the so-called low lines also, and for the line between Fiume international station and Susak station and vice versa, when it is possible for the trains to run.

II. SERVICE OF ROLLING STOCK.

Article 16.

In view of the practical requirements that have come to light during the development of the operations at the Fiume international station it is agreed that Article 31 of Annex B to the Agreement signed at Rome on January 27, 1924, shall be amended as follows :

(a) The service of rolling stock shall in general be governed by the R. I. V. and R. I. C. ;

(b) Serb-Croat-Slovene goods wagons and tackle arriving at Fiume for the stores administered by the Italian railways shall be considered exempt from freight charges for the first four consecutive days ;

(c) Goods-wagons and tackle belonging to the Italian State Railways arriving at Fiume for the stores administered by the Serb-Croat-Slovene railways shall be considered exempt from freight charges for the first four consecutive days.

Should any delay in the return of Serb-Croat-Slovene wagons be due to an insufficiency of material or staff at the disposal of the Serb-Croat-Slovene railways, the freight charges shall not be debited to the Italian railways.

Article 17.

It is agreed that the period of four days mentioned in Article 16 shall not apply where rolling stock belonging to the Serb-Croat-Slovene railways passing through San Pietro del Carso on the way to the Italian State Railways station at Fiume is returned in the direction of San Pietro del Carso.

Article 18.

Serb-Croat-Slovene wagons returning empty to Fiume from the direction of San Pietro del Carso shall be considered as handed back to the Serb-Croat-Slovene railway administration on their arrival at Fiume, but only in the following cases :

(a) If they arrived loaded *via* Bakar-Fiume or Susak-Fiume ;

(b) If they arrived *via* another Serb-Croat-Slovene frontier station consigned to Italy and are sent to the Italian State Railways station at Fiume as empties to be loaded and despatched *via* Bakar within four days ;

(c) If they arrived loaded *via* another Serb-Croat-Slovene frontier station consigned to Italy and are sent to Fiume-Thaon di Revel as empties to be loaded there, whatever may be the time taken for loading at Fiume-Thaon di Revel.

Article 19.

In order to give effect to the regulations of the Serb-Croat-Slovene railways regarding brakes on trains on the Fiume-Srpske Moravice line, the administration of the Italian railways must, in the cases laid down in paragraphs (b) and (c) of the previous Article, take in advance the requisite steps so that, on the arrival of the empty Serb-Croat-Slovene rolling stock coming *via* San Pietro del Carso to the Fiume international station, the train shall be made up in such a manner that every third wagon is provided with brakes.

Article 20.

Each railway administration shall, in accordance with its own regulations, collect for its own account the charge on wagons left idle in its tracks, including tracks in its sheds.

Article 21.

With a view to enabling the administration of the Serb-Croat-Slovene railways to obtain an exact record of its wagons arriving at or leaving Fiume *via* San Pietro del Carso, the administration of the Italian railways shall take steps to allow the delegation of the Serb-Croat-Slovene railways at Fiume to satisfy itself that the dates of arrival and departure of these Serb-Croat-Slovene wagons are as specified.

Article 22.

The two administrations shall come to an agreement concerning the detailed arrangements for the service of rolling stock in the Fiume international station.

III. TARIFFS.

Article 23.

The through rates for traffic between the main stations situated in the territory of either of the High Contracting Parties and the stations at the Adriatic ports situated in the territory of the other High Contracting Party shall be fixed by the railway administrations of the two States within three months from the date of signing this present Agreement.

Article 24.

Until such time as these rates have been put into force, but for a period which nevertheless shall not exceed three months reckoned from the fifteenth day after the above date, the administration of the Italian railways undertakes to grant on its sections of the line from the frontier *via* Postumia to Trieste and Fiume reductions amounting to 30 % on the standard inland tariff for the transport of all goods consigned to Trieste, Fiume or Susak, city or port, which are produced in the territory of the Kingdom of the Serbs, Croats and Slovenes, and are referred to in the exceptional tariff No. 15 and 16 A of the Austro-Adriatic tariff in force.

Moreover, the administration of the Serb-Croat-Slovene railways undertakes to grant on its system for the same period and for the same goods an average reduction of 30 % on its standard local tariff, taking into account the tariff distances and using the " route tariffs " for its export stations.

It is agreed that the railway administration of either High Contracting Party shall be entitled to withdraw the reductions referred to above should the rates be increased by either Party during the said period of three months.

Article 25.

In the case of all transport of goods consigned in full loads under international way-bills from the Kingdom of the Serbs, Croats and Slovenes, *via* Postumia-San Pietro del Carso-Fiume to Susak, city or port and vice versa, the administration of the Italian railways shall make available its standard inland tariffs with all the reductions valid for the transport of goods over the Postumia-Fiume section consigned to Fiume city or port, including the Fiume-Thaon di Revel section.

Article 26.

In the case of the carriage of goods consigned to Susak *via* Postumia over the high line, there shall be added to the transport charges for the Postumia-San Pietro-Fiume section according to the provisions of Article 24, paragraph 1, and Article 25, the following dues :

(a) The proportional charge for one kilometre, that is one-tenth of the transport charges for ten kilometres according to the standard local tariff in force on the Serb-Croat-Slovene lines ;

(b) The charges due to the Serb-Croat-Slovene railways administration for the section beyond the frontier.

Article 27.

The transport charges for the sections *via* Bakar from the Serb-Croat-Slovene stations to the Fiume international station, city and port, or Fiume-Thaon di Revel and vice versa, shall be established on the basis of the tariff distances between Susak station and the other Serb-Croat-Slovene stations in accordance with the transport charges of the standard local tariff of the Serb-Croat-Slovene railways, with all the reductions on those rates in force between those stations and Susak station, city. The proportional charges for one kilometre, that is one-tenth of the transport charge for ten kilometres according to the standard local tariff in force on the Serb-Croat-Slovene lines, shall be added to the proportional transport charges arrived at above.

Article 28.

The through rates for goods consigned to Fiume or Fiume-Thaon di Revel or in transit and vice-versa, in transit through the Kingdom of the Serbs, Croats and Slovenes, shall be fixed by agreement between the administrations of all the States concerned.

With respect to the section of the line between Fiume station and the state frontier, *via* Bakar, the length of which is considered to be one kilometre according to the tariff, the administration of the Italian railways shall grant to the Serb-Croat-Slovene railways the right to fix the transport charges on the basis of the standard Serb-Croat-Slovene local tariff in force for the carriage of goods on the Serb-Croat-Slovene railway lines linked up with the above section and for a distance of one kilometre, namely, one tenth of the charges fixed for a distance of ten kilometres. This proportional charge shall be applied to all through goods tariffs.

The provision in the preceding paragraph shall be maintained in force for at least two years as from the ratification of the present Agreement ; the railway administrations of the High Contracting Parties shall nevertheless be entitled to denounce this provision at any time within three months after the expiry of this term of two years reckoned from the above date.

In that case the provision shall cease to apply three months after the date of the denunciation. Failing denunciation within the period mentioned above, the provision shall remain in force for another year, and similarly thereafter. As regards the further arrangements concerning this question, it is agreed that the administration of the Italian Railways shall on its side fix its proportional rates for the through tariffs and that the administration of the Serb-Croat-Slovene railways shall fix, for goods carried subject to through tariffs, its actual haulage and train escort costs on the said section.

Article 29.

The haulage and train escort costs on the high line linking up Fiume Central Station with the Serb-Croat-Slovene system for all trains arriving from or proceeding to the Kingdom of the Serbs, Croats and Slovenes, as also the costs for the maintenance and supervision of this line, shall be borne by the Serb-Croat-Slovene administration.

Nevertheless, for the period ending December 3, 1925, the cost of supervising the level crossing on the " Viale Mussolini " shall be charged to the joint account of the two administrations.

The administration of the Serb-Croat-Slovene railways shall, moreover, be entitled for the duration of this Agreement to collect for its own account the carriage charges for goods, passengers and baggage for the section on Italian territory between the State frontier and the Fiume International station on the high line which links up the station itself with the Serb-Croat-Slovene station.

IV. COMMERCIAL SERVICE.

Article 30.

In accordance with Article 38 Annex B to the Agreement signed at Rome on January 27, 1924, all commercial services for passengers, baggage and dogs proceeding from Fiume *via* Bakar and vice versa shall be operated in accordance with the regulations in force in the Kingdom of the Serbs, Croats and Slovenes.

Consequently, commercial services in respect of goods in the same station, in so far as such services are effected by the staff of the Serb-Croat-Slovene railways at Fiume shall be governed in the same way in accordance with the last paragraph of Article 26 of the same Agreement and in accordance with the regulations in force on the Serb-Croat-Slovene railways.

Article 31.

Tickets for passengers, baggage and dogs proceeding in the direction of Bakar shall be issued at the Fiume international station by the Serb-Croat-Slovene staff attached to the Serb-Croat-Slovene delegation at Fiume in accordance with the tariffs and regulations in force on the Serb-Croat-Slovene railways and on the responsibility and at the expense of the latter's administration.

Article 32.

The denomination " Fiume-Thaon di Revel " includes the Serb-Croat-Slovene despatching office at the Thaon di Revel Basin, established for the purpose of allowing the Thaon di Revel Basin to be used for goods coming from or consigned to the Kingdom of the Serbs, Croats and Slovenes either by sea or overland, and also for goods not coming from the Kingdom of the Serbs, Croats and Slovenes or which are consigned to third States. From the point of view of commercial service this office is to be considered according to the provisions of Article 30, paragraph 2, as

occupying a position similar to that of a private office subject to the administration of the Serb-Croat-Slovene railways.

The existing office for transport from and to the Kingdom of the Serbs, Croats and Slovenes *via* Bakar shall also be allowed within the period laid down in Article 23 of the present Agreement to deal with transport *via* San Pietro del Carso, and shall be admitted to the international services and tariffs for through transport in relations with third States.

For this purpose the two railway administrations shall establish the necessary conditions and methods of procedure and shall undertake the requisite negotiations with third party railway administrations in order that this office may be allowed to take part in the through international goods services and through international goods tariffs in connection with the Italian State Railways station at Fiume *via* Bakar, Postumia and Piedicolle, solely however for goods carried under an international waybill, in which " Fiume-Thaon di Revel " is shown as the station of despatch or destination.

The carriage of goods to and from places beyond the Serb-Croat-Slovene lines *via* Bakar effected under the railway to railway rates system, arriving from or consigned to the above-mentioned office shall be treated in accordance with the provisions in force for the international services between the Kingdom of the Serbs, Croats and Slovenes and the State of origin or destination of the goods. When the through goods tariffs with third States from and to Fiume *via* Bakar have been established, the conditions and provisions set out therein shall be applied to the transportation in question.

The transport in the case of through international goods services in the direction of Postumia-Fiume and Piedicolle-Fiume and vice versa, for which the Fiume-Thaon di Revel despatching office is responsible, shall be subject to the international provisions and conditions in force for the Italian State Railways station at Fiume together with the increased transport charge as laid down in Article 33, paragraph 2.

The Serb-Croat-Slovene despatching office at Fiume-Thaon di Revel shall also be admitted to the different through international goods tariffs at present in force or to be established in the future for the Italian State Railways Station at Fiume *via* Postumia or Piedicolle.

All charges for the carriage of goods payable at Fiume-Thaon di Revel may also be paid in Italian lire.

ANNEX.

With the object of :

(a) Regulating the Customs and railway service with respect to goods in fully loaded wagons, arriving by rail across Italian territory for the Kingdom of the Serbs, Croats and Slovenes and beyond, and consigned to the Thaon di Revel Basin at Fiume or despatched to the said basin for consignment to the Kingdom of the Serbs, Croats and Slovenes and beyond ;

(b) Ensuring that goods coming from the Kingdom of the Serbs, Croats and Slovenes shall retain Serb-Croat-Slovene nationality if they are despatched from a station on the Serb-Croat-Slovene system or from a Serb-Croat-Slovene port to any port or station whatever in the territory of the Kingdom of the Serbs, Croats and Slovenes and pass through the Thaon di Revel Basin at Fiume ;

(c) Facilitating the movement of goods from one to another of the various sites included within the precincts of the *Punto Franco* of the port of Fiume, and from the said sites to others situated outside the said precincts and vice versa ;

(d) Regulating the traffic between the Thaon di Revel Basin, on the one hand, and the other ports of the Kingdom of Italy and those of the Kingdom of the Serbs, Croats and Slovenes, on the other hand.

The following has been agreed upon :

Paragraph 1.

(a) In the exercise of the duties which, in accordance with the system established by the Rome Agreement of January 27, 1924, and by the present Agreement, devolve upon the Serb-Croat.

Slovene Customs in the Thaon di Revel Basin, the Customs authorities of the Kingdom of the Serbs, Croats and Slovenes shall observe the laws and regulations of their country, particularly as regards :

(1) The operations with respect to importation into the Kingdom of the Serbs, Croats and Slovenes in the case of goods leaving the Thaon di Revel Basin and consigned to the said Kingdom, and the operations with respect to exportation from the Kingdom of the Serbs, Croats and Slovenes in the case of goods coming from the said Kingdom and consigned to the same Thaon di Revel Basin ;

(2) The supervision of goods of Serb-Croat-Slovene nationality placed under Customs control for the purpose of preserving their nationality ;

(3) The transit operations in the case of goods of other nationality despatched from or consigned to the Thaon di Revel Basin through the territory of the Kingdom of the Serbs, Croats and Slovenes.

(b) In the said Thaon di Revel Basin the Italian Customs authorities shall carry out, in accordance with Italian laws and regulations, all the operations for which they are responsible and in particular those relating to :

(1) The supervision and escorting of goods of Italian nationality landed in that basin and consigned to the Customs warehouses situated in other basins of the *Punto Franco* or intended for re-importation into Italian Customs territory ;

(2) The supervision and escorting of goods of Italian nationality coming from the warehouses or territory referred to above and consigned to Italy ;

(3) The supervision of goods which, in accordance with the *Punto Franco* Customs regulations are not exempted from Customs inspection even within the precincts of the *Punto Franco* and which are consequently to be kept in the warehouses under Italian Customs supervision.

The Serb-Croat-Slovene administration shall nevertheless be responsible for the supervision of these goods where, and in so far as, the Serb-Croat-Slovene Customs have themselves assumed the supervision thereof in the Serb-Croat-Slovene warehouses under the full and entire responsibility of the Serb-Croat-Slovene administration.

The movement of goods between the leased basin and the other basins of the *Punto Franco* shall not be subject to any Customs formality. The formalities usually laid down for goods coming from the other basins of the *Punto Franco* or consigned thereto shall, so far as the Italian Customs are concerned, be observed in the case of the movement of goods between the leased basin and the other parts of the port of Fiume outside the *Punto Franco*.

Paragraph 2.

It shall be the duty of the Italian Customs to receive the manifests of vessels on arrival and to issue the manifests to vessels sailing from the port of Fiume without prejudice to the provisions of Article 39 of the present Agreement.

Masters of vessels or the persons responsible must prepare and forward as soon as possible to the Serb-Croat-Slovene administration of the Thaon di Revel Basin an extract from the manifest of the cargo showing the goods to be unloaded in the said basin.

It shall be the duty of the Italian Customs to stamp the bills of lading which the consignees are obliged to present in order to take delivery of the goods unloaded and to collect the necessary stamp duties. The Serb-Croat-Slovene administration is bound to refuse bills of lading not stamped by the Italian Customs.

Paragraph 3.

(a) In the cases of wagons loaded at the Thaon di Revel Basin and consigned to the Kingdom of the Serbs, Croats and Slovenes *via* Bakar or Susak, the Serb-Croat-Slovene railways shall submit

to the Italian Customs a loading schedule which shall have the effect of a Customs permit. The schedule may include all the wagons loaded during the same period of work and, if necessary, all the wagons loaded on the same day.

The stamp duties and dues for sealing the wagons shall be debited to the Serb-Croat-Slovene Administration and paid by it at the end each month.

The Italian Customs may seal the wagons on the tracks where they were loaded or on the tracks which may be appointed for that purpose in accordance with paragraph 7 of the present Annex.

The Italian Customs authorities shall in general confine their duties to adding their seals to the seals affixed by the Serb-Croat-Slovene Customs; the latter shall in every case have priority.

Should it be necessary to inspect the interior of the loaded wagons, the Serb-Croat-Slovene Customs seals can only be removed in the presence of a delegate of the Serb-Croat-Slovene Customs.

(b) Loaded wagons arriving from Serb-Croat-Slovene Kingdom *via* Bakar or Susak and consigned to the Thaon di Revel Basin shall be sealed by the Italian Customs immediately on arrival at the Fiume station.

The Italian Customs shall grant free passage for these wagons on presentation by the Serb-Croat-Slovene railways of a loading schedule, drawn up in duplicate, which shall have the effect of a Customs permit. The schedule may include all the wagons consigned to the Thaon di Revel Basin which have arrived by the same train.

The stamp duties and charges for sealing shall be debited to the Serb-Croat-Slovene administration and paid at the end of each month.

The functions of the Italian Customs shall in general terminate upon the arrival of these wagons in the Thaon di Revel Basin and the removal of the seals previously affixed by the Italian Customs.

Paragraph 4.

(a) Goods arriving from the Serb-Croat-Slovene Kingdom *via* Postumia or Piedicolle, through Italian territory and consigned to the Thaon di Revel Basin, or conversely, shall be regarded as if they were in transit and subjected to the simplified treatment applied in general to international transport in transit.

With respect to the transport of such goods consigned to or leaving the Thaon di Revel Basin, the operations of the Italian Customs shall be confined in the first case to guaranteeing transit from the Italo-Serb-Croat-Slovene frontier to the entrance to the said Basin, and in the second case to guaranteeing transit until their handing over at the Serb-Croat-Slovene frontier.

The Italian Customs shall as a general rule confine their supervision to maintaining the seals in good condition and to verifying that the signs on the outside of the wagons correspond to the particulars in the schedule, without touching the Serb-Croat-Slovene Customs seals.

Goods which, according to the Italian Customs laws, may not be forwarded on deposit of security without examination shall form an exception to this simplified system of Customs handling. The Italian Customs administration shall take steps to notify these goods to the Serb-Croat-Slovene administration.

The facilities provided in this paragraph shall not be applicable when there is a presumption of fraud or other valid grounds affecting the vital interests of the country through which transit takes place.

(b) With regard to wagons loaded at the Thaon di Revel Basin and consigned to the Serb-Croat-Slovene Kingdom, the Serb-Croat-Slovene administration of the Thaon di Revel Basin shall carry out with the Serb-Croat-Slovene Customs authorities of the Basin the operations necessary for consignment on deposit of security and shall in every case assume full responsibility with respect to the Serb-Croat-Slovene Customs. The loading and weighing of the goods to be despatched shall be carried out by the Serb-Croat-Slovene administration of the Thaon di Revel Basin.

As soon as the operation of loading the goods has been terminated, the Serb-Croat-Slovene Customs shall seal the wagons. The security deposit note or any other Serb-Croat-Slovene Customs document, drawn up for each wagon, shall be attached to the waybill and may not be separated

therefrom during the entire journey until handed over to the Serb-Croat-Slovene railway officials at the frontier station.

The Serb-Croat-Slovene administration at the Thaon di Revel Basin shall deliver this schedule and the waybill, duly made out, at Fiume station.

The Italian railways shall prepare the loading schedule (this, for the Italian Customs, is equivalent to a Customs permit with exemption from examination) in accordance with the written particulars entered by the consignor either on the waybill or on the Customs declarations which must accompany any international transport, and shall assume responsibility for all steps necessary with respect to the Italian Customs. They shall collect the dues laid down in No. 1 of Tariff No. 3 in the Italian regulations for Customs operations on the railways.

On the arrival of the goods at the outgoing Italian frontier station, the wagons shall be submitted to the Italian Customs with the corresponding schedules. The Italian Customs shall, as a general rule, limit their supervision to maintaining the seals in good condition and to verifying that the signs on the outside of the wagons correspond with the particulars in the schedules, without touching the Serb-Croat-Slovene Customs seals. The Italian railways shall then be released in the usual manner from their responsibility with respect to the security and shall be authorised to consign the wagons to the Serb-Croat-Slovene railways; the latter shall take all steps in connection with the Serb-Croat-Slovene Customs at the Serb-Croat-Slovene frontier station.

The Serb-Croat-Slovene administration at the Thaon di Revel Basin shall be granted the right to carry out direct with the Italian Customs the operations in connection with the formalities for the Customs permit in the case of goods which have been checked. In that case the Serb-Croat-Slovene administration of the Thaon di Revel Basin shall draw up the declarations for the Italian Customs, and the examination shall be based thereon. The Italian railways shall countersign these declarations with a view to assuming responsibility with regard to the Italian Customs, without prejudice to the responsibility which the Serb-Croat-Slovene administration may incur by reason of any incorrect statement made in the said declarations. The Italian railway officials shall consequently be entitled to be present at the loading and weighing of the goods in so far as they may consider this necessary. The two Customs authorities shall then affix their seals and delivery shall be made to the Italian railways with the usual formalities. If the consignor has requested such a procedure to be followed, the Serb-Croat-Slovene administration in the Basin shall comply therewith if in its opinion such procedure is simpler and less costly. The Italian railways shall collect the charge laid down in No. 2 in the above-mentioned tariff.

(c) With respect to loaded wagons consigned to the Thaon di Revel Basin *via* Postumia or Piedicolle, the Italian railways shall take over these goods with the relevant documents at the frontier stations, furnished with the Serb-Croat-Slovene Customs seals, which must remain intact until delivery at the Thaon di Revel Basin, and they shall regard these goods as if they were in transit.

The Italian railways shall prepare the loading schedules (these are equivalent, for the Italian Customs, to Customs permits with exemption from examination) in accordance with the written particulars supplied by the consignor either on the waybill or on the Customs declarations which must accompany any goods arriving from abroad, and shall undertake to do whatever may be necessary with respect to the Italian Customs. They shall collect the charge laid down in No. 1 in the above-mentioned tariff No. 3.

The Italian Customs shall add their seals to those affixed by the Serb-Croat-Slovene Customs.

On arrival at the Italian State Railways station at Fiume, goods consigned to the Thaon di Revel Basin shall be sent there as soon as possible, together with the relevant documents. The Italian Customs office at the entrance shall carry out its ordinary supervisory operations, and should it find that everything is in order shall release the Italian railways in the usual manner from the responsibility resulting from the security. It must, nevertheless, maintain intact the seals affixed by the Serb-Croat-Slovene Customs authorities, which shall carry out their task and check the goods in accordance with the documents issued by the Serb-Croat-Slovene frontier Customs.

Paragraph 5.

If the Serb-Croat-Slovene administration of the Thاون di Revel Basin should desire to avail itself of the right referred to in Article 50 § 1, to reserve sites in the basin for the direct movement of goods from rail to ship and vice versa from ship to rail without passing through the warehouses, these sites shall be fixed by the Serb-Croat-Slovene administration, which shall first notify the Italian administration thereof. The latter shall, should occasion arise, have the right to raise objections which shall not, however, have any suspensive effect.

Paragraph 6.

If owing to accidents, damage or other case of *force majeure*, the wagons sealed by the Italian and Serb-Croat-Slovene Customs should be opened, unloaded or the freight transferred, etc., during the journey on Italian territory, the procedure laid down in the regulations for Customs operations on the Italian railways shall be recognised as valid even with respect to the Serb-Croat-Slovene Customs administration.

As regards loaded wagons coming from Bakar or Susak and consigned to the Thاون di Revel Basin, a simplified procedure shall, as an exceptional measure, be followed. In that case if, on account of damage or any other reason, the Italian Customs should be obliged to inspect the inside of the wagons, this examination may be carried out at the time of unloading the goods on the sites in the Thاون di Revel Basin. The wagons shall be allowed to enter the said basin with the Italian Customs seals and the examination shall be carried out in the presence of all the parties concerned.

Paragraph 7.

If the Serb-Croat-Slovene administration of the Thاون di Revel Basin should not have at its disposal a sufficient number of empty wagons fitted in accordance with the provisions laid down by the "International Conferences regarding the technical standardisation of railways and the sealing of railway trucks subject to Customs inspection", it shall apply to the Italian State Railways Station at Fiume to be supplied with the necessary wagons.

The Customs and railway administrations of the two High Contracting Parties shall designate in agreement the tracks on which the empty and loaded wagons, consigned to or leaving the Thاون di Revel Basin, shall be placed with a view to their being handed over.

Paragraph 8.

In the cases provided for in the second paragraph of Article 29 of Annex B to the Rome Agreement the Serb-Croat-Slovene Customs authorities may perform the Customs operations at the places, where the goods are loaded or unloaded and, for this purpose, they shall come to an arrangement with the Italian Customs authorities with a view to fixing the place and the procedure for the respective operations.

Should the consignor so desire, the Serb-Croat-Slovene Customs may not refuse to perform the said operations in basins of the "Punto Franco" other than the Thاون di Revel Basin.

Paragraph 9.

Nothing in this present Annex shall have the effect of modifying the rules for the transfer and consigning of goods and the relevant documents from one railway to the other at frontier stations. The said rules remain in force in their entirety in accordance with the provisions or agreements under which they were put into force. Further, no change is made in the regulations con-

cerning the responsibility of the railways between themselves and with respect to the consignors and the consignees, it being understood that the Serb-Croat-Slovene administration of the Thاون di Revel Basin is competent, in relation to the Italian railways, to carry out all forwarding operations on behalf of the consignors and to take delivery of the goods consigned to the Thاون di Revel Basin by performing all operations relating thereto on behalf of the consignees.

The relations between the Serb-Croat-Slovene administration of the Thاون di Revel Basin, which possesses the rights stated above, and the Italian railways, shall be governed by the tariffs and conditions for transport on the said railways. On the other hand, the relations between the Serb-Croat-Slovene administration and the persons entitled to the goods shall be governed by the regulations to be established by the Serb-Croat-Slovene authorities.

Paragraph 10.

Goods of Italian nationality arriving at the Thاون di Revel Basin by sea, which have not been subjected by the Italian authorities to export Customs operations (goods forwarded in accordance with documents showing them to be national goods), shall be subjected to the above Customs operations immediately after unloading. Otherwise such goods may not be received in the warehouses at the Thاون di Revel Basin, but will be consigned to Italian Customs territory or to Italian Customs bonded warehouses situated in the other basins. On the arrival of every vessel at the Thاون di Revel Basin, the Italian Customs shall notify the Serb-Croat-Slovene authorities at the basin of any goods thus situated.

Paragraph 11.

At the request of the consignor, goods of Serb-Croat-Slovene nationality consigned to the Thاون di Revel Basin shall retain their nationality. For this purpose special bonded warehouses sealed by the Serb-Croat-Slovene Customs at Fiume shall be reserved in the said basin, so that the goods deposited therein shall always be considered as if they were in Serb-Croat-Slovene Customs territory.

If these goods are despatched by rail, the Serb-Croat-Slovene railways shall deliver to the necessary Italian railways the wagons sealed by the Serb-Croat-Slovene Customs and accompanied by the documents, to which must be annexed a deposit note valid, vis-à-vis the Serb-Croat-Slovene Customs at Fiume, for the identification of the goods and the retention of their nationality.

If these goods are despatched by sea, the Customs at the Serb-Croat-Slovene ports of departure shall, at the request of the consignor, issue a permit or other document valid for the identification of the goods and the maintenance of their nationality with respect to the Customs Office of the basin. The said consignments shall not in any case be subjected to formalities, different from or of a wider scope than those applied to consignments of like goods between two ports in the Kingdom of the Serbs, Croats and Slovenes.

The same shall apply to goods which have kept their Serb-Croat-Slovene nationality in the warehouses referred to in the first paragraph of this section, or which arrived in sealed wagons or accompanied by a document of identification, as stated above, and are re-consigned by sea or rail to any destination within the Kingdom of the Serbs, Croats and Slovenes.

Paragraph 12.

The Serb-Croat-Slovene railway and Customs staff arriving on foot to perform their duties at the common station at Fiume, or at the Thاون di Revel Basin, or returning on foot to Susak upon the termination of their duties, may, as in the performance of their regular duties, wear the prescribed uniform without arms.

Paragraph 13.

The railway and Customs administrations of the two High Contracting Parties are authorised to modify and supplement by agreement the provisions of the present Annex in order to meet the requirements of the practical everyday service and to simplify and accelerate the procedure or reduce expenditure.

Paragraph 14.

The Convention regarding the suppression of contraband trade and the punishment of offences against the finance laws,¹ signed at Rome on October 23, 1922, shall be applied, with the following modifications and amendments, to offences against the finance and Customs regulations committed in the Thaon di Revel Basin :

Should an offence against the laws of the Kingdom of the Serbs, Croats and Slovenes relating to goods subject to the operations of the Serb-Croat-Slovenes Customs be discovered in the Thaon di Revel Basin, the officials of those Customs may seize the goods constituting the subject of the offence, and take the steps necessary for placing the persons guilty of such an offence under arrest. Imprisonment, even temporary, shall be within the jurisdiction of the Italian authorities, who alone shall have the right to take measures restricting the individual liberty of persons on Italian territory.

If it is impossible to recover the fine either in whole or in part by the sale of the goods constituting the subject of the offence, the Italian authorities shall, at the request of the Serb-Croat-Slovene authorities, proceed in accordance with the Italian laws against the offender, taking into consideration any fine which may already have been recovered by the Serb-Croat-Slovene authorities.

Article 33.

A charge of ten lire for each loaded wagon and three lire for each empty wagon, with a minimum charge of thirty lire for each shunting operation, shall be made for shunting sets of wagons between tracks I and II on the Delta and the point where these trains are received and handed over on the tracks in the Fiume international station or vice-versa.

A charge of one lira shall be made per wagon for shunting loaded or empty wagons sent from Fiume-Thaon di Revel to the Fiume international station or vice-versa.

Article 34.

All goods consigned to Fiume, city or port, within the administration of the Italian State Railways or Fiume-Thaon di Revel shall be exempt from transit dues in the Fiume international station.

Article 35.

The Kingdom of Italy shall not require the Serb-Croat-Slovene railway administration to pay stamp duties or other fiscal taxes on ledgers, passengers' tickets and other documents relating to the railway services as regards administration in the common station and the Thaon di Revel Basin and on the line between Fiume station and the frontier.

Civil records, contracts and other judicial documents drawn up by the said railway administration shall not, however, be exempt from such duties and taxes. The said records, contracts and documents shall therefore be subjected to the payment of stamp duty and the other dues prescribed by the local law in force.

¹ Vol. XVIII, page 441, of this Series.

Article 36.

The calculation of interest on the value of the immovable property and installations of the Fiume international station, referred to in Annex *O* to the Agreement between the two railway administrations, concluded at Fiume on February 28, 1924, shall be based upon the value of such immovable property and installations account being taken of depreciation and of amortisation charges. Interest shall be fixed at 4 % per annum.

The expenditure provided under Article 34, paragraph 3 of Annex *B* to the Agreement signed at Rome on January 27, 1924, shall be increased by 3 ½ %.

The joint expenditure, payment of which is provided under Article 37 of Annex *B* mentioned above, shall be increased by 2 ½ % for the general administration expenses.

Nevertheless, the proportion of the joint expenditure calculated in accordance with the provisions of Article 37 of the above-mentioned Annex *B* which shall be debited to the Serb-Croat-Slovene railway administration, may in no case exceed 45 % of the total amount to be divided between the two railway administrations.

Article 37.

The railway administrations of the High Contracting Parties are authorised to bring the arrangements in force for the working of the Fiume international station and the Fiume frontier section into line with the present Agreement, and to draw up the regulations necessary for carrying out the Agreement itself, and if necessary to modify or supplement the regulations by common consent.

V. OPERATIONS IN THE THAON DI REVEL BASIN AND IN THE FIUMARA CANAL.

Article 38.

It is understood that since, in accordance with Article 5 of the Agreement signed at Rome on January 27, 1924, the zones of the Thaon di Revel Basin possess no extra-territorial character, the right to carry on the coasting trade between the above basin and other Italian ports is reserved exclusively for the Italian merchant marine.

The latter shall, moreover retain the right to put in at ports of call when trading between Italian ports, including the port of Fiume, and ports in the Kingdom of the Serbs, Croats and Slovenes; nevertheless, the transport of goods and passengers between the Thaon di Revel Basin and ports in the present territory of the Kingdom of the Serbs, Croats and Slovenes shall be reserved for the merchant marine of the said Kingdom.

This reservation shall not apply to goods which, irrespective of their nationality or provenance, are introduced into the Thaon di Revel Basin under Articles 13 and 15, paragraph 3, of Annex *B* to the above-mentioned Agreement.

Article 39.

The Italian maritime authority at Fiume shall not recognise the validity of the clearance permits issued by the Italian Customs to vessels which have effected in the Thaon di Revel Basin commercial operations coming within the scope of the Serb-Croat-Slovene administration unless provided with the visa of the Serb-Croat-Slovene Customs.

Article 40.

Since Italy, in accordance with Article 56, paragraph 2, of Annex *B* to the Agreement signed at Rome on January 27, 1924, possesses jurisdiction over the left bank of the Fiumara and collects port dues thereon, she must maintain and repair that bank of the canal at her own expense. Each of the High Contracting Parties shall bear half of the expense of dredging the canal to the depth necessary to allow vessels to moor alongside.

Article 41.

As an exception to the provisions contained in the last paragraph of Article 63 of Annex *B* mentioned above, the maritime authorities at Susak and Fiume are authorised to discontinue entirely, by agreement, the keeping of accounts relating to the division of the port dues collected from vessels carrying on commercial operations on both banks of the Fiumara Canal.

Article 42.

In order to avoid the congestion which might be occasioned in the Fiumara Canal by vessels carrying on retail trade in provisions or other commodities forming part of their cargo in accordance with Article 65 of Annex *B* mentioned above, the two High Contracting Parties agree to prohibit the said vessels to stay longer than fifteen days except when on valid grounds a prolongation of their stay in accordance with the conditions laid down in the above Article should be authorised by agreement between the maritime authorities of the two States. Such prolongation may not in any case exceed a further period of fifteen days.

With a view to preventing contraband trade and to facilitating navigation in the Fiumara Canal, the Italian and Serb-Croat-Slovene maritime authorities shall prohibit small boats from remaining on the respective banks of the said canal.

Article 43.

It shall be the duty of the Italian authorities to take such measures as may be necessary to settle disputes relative to labour conditions and to remove all obstacles to the operations of loading and unloading goods in the Thaon di Revel Basin as referred to in Article 14 of Annex *B* mentioned above.

VI. APPLICATION OF ARTICLE 17 OF ANNEX *B* TO THE ROME AGREEMENT.*Article 44.*

The ordinary maintenance repairs referred to in Article 17 of Annex *B* to the Agreement signed at Rome on January 27, 1924, which shall be chargeable to the Serb-Croat-Slovene Government are as follows :

(a) Repairs to the flag-stones and paving of the wharves within the leased basin, in order to maintain a smooth and uniform surface in so far as the subsidences may have been caused by the ordinary goods and lorry traffic ;

(b) Repairs to fixed or movable accessories, gear or installations (such as cranes and other apparatus for moving goods, electric cables and conduits and lighting installations) which have been broken or damaged in any way ;

(c) Repairs necessitated by damage in warehouses caused by loads of goods exceeding the maximum weight per square metre allowed for the paved flooring.

(d) Repairs to the roofs of the leased warehouses and buildings, including the maintenance of the gutters and rain-water pipes to the ground level of the buildings and warehouses; painting the doors and windows and other interior partitions; maintenance of and repairs to the inside electric wiring, water conduits and the inside drain pipes connected therewith.

All other repairs to and work on the leased installations except the cases provided for under Article 49 of this Agreement, are to be considered as chargeable to the Italian Government.

Article 45.

Damage caused by vessels to the port works shall be repaired at the expense of the persons responsible in accordance with the Italian laws in force.

Article 46.

With respect to repairs which, in accordance with Article 44 of this Agreement, are chargeable to the Italian Government, the competent Italian authorities, provided one Party has previously notified the other, shall decide in agreement with the Serb-Croat-Slovene authorities what work is to be carried out, and shall fix the conditions to be observed in such a manner as to cause the least possible interference with traffic and the use of the leased installations.

The concessionaire must expedite the execution of the work and shall not be entitled to compensation for any restriction or interruption of traffic which may result therefrom, without prejudice to the provisions contained in the last paragraph of Article 15 of Annex B mentioned above.

Article 47.

As regards the ordinary maintenance repairs which, according to Article 44 of this Agreement, shall be borne by the concessionaire, it is understood that the competent authorities of the States shall, after inspecting the installations leased, fix by agreement during the first week of the months of March, July and November the work which should be carried out during the current four months.

The concessionaire must, in accordance with this decision and within three weeks of the date thereof, submit a brief specification of the work to be carried out and the methods to be followed.

In the case of unimportant repairs the concessionaire need not submit the above-mentioned specification and may carry out the work *via brevi* in agreement with the competent Italian authorities.

Article 48.

If, in the case provided for in the preceding Article, the work is not terminated within the time and according to the methods settled by agreement, the competent Italian authority shall call upon the concessionaire to complete it within a reasonable period, at least one month, failing which it may proceed to execute the work at the expense and for the account of the concessionaire.

Article 49.

If the Government of the Kingdom of the Serbs, Croats and Slovenes should desire to put in hand any work which would lead to the transformation or adaptation of the leased works and

installations with a view to facilitating the use thereof, it shall make the relevant proposals and submit the plans and drawings showing the character, extent and cost of the work to be carried out.

If the competent Italian authority does not raise any objection to the plan within two months, the latter shall be considered as having been approved, and the Serb-Croat-Slovene authorities may undertake the work.

The work must be carried out in accordance with the provisions and regulations in force in the Port of Fiume and the other technical conditions governing the leased installations.

The competent Italian authority shall supervise the execution of the work and give the concessionaire all the necessary information and explanations.

VII. GENERAL WAREHOUSES.

Article 50.

It is understood that, in consequence of and in addition to the rights granted to the administration of the Kingdom of the Serbs, Croats and Slovenes under the Rome Agreement of January 27, 1924, and under the present Agreement, the following rights be conceded for the duration of the present Agreement to the above-mentioned administration :

(1) The right to direct, in the whole or in part of the warehouses situated in the Thaon di Revel Basin, in accordance with the provisions of the Rome Agreement of January 27, 1924, of the present Agreement and of the laws which are or may in future be in force at Fiume, including the " Punto Franco " regulations, in so far as the subject matter treated by these laws is not governed by existing international agreements, the General Warehouses as free Customs warehouses undertaking the following operations :

(a) Receiving on deposit and accepting for storage and maintenance goods deposited therein without regard to their origin, the place from which they come, or their destination ;

(b) Issuing commercial bills under the name of " cedulas " (warehouse receipts) and warehouse warrants ;

(c) Effecting by public auction the voluntary sale of goods deposited ;

(2) The right to grant, subject to the previous consent of the Government of the Kingdom of Italy, the direction of the said undertaking to a juridical person, a company, or a natural person of Serb-Croat-Slovene nationality, under the conditions and subject to the obligations resulting from the provisions referred to in the preceding paragraph.

The internal organisation shall, without prejudice to the provisions of Article 60, be subject to the authority of the Serb-Croat-Slovene administration of the General Warehouses, whether the operations of the latter are directed by the State or by a juridical person, a company or natural person.

Article 51.

If the operations of the General Warehouses are directed by the Serb-Croat-Slovene State or by an administration of that State the latter shall, after the present Agreement has been put into force but before the beginning of the operations, communicate to the Government of the Kingdom of Italy the following :

(1) The name of the agency which it will have to constitute at Fiume to administer the services and by means of which it will carry on the operations of the General Warehouses, and the names and duties of the departments representing the undertaking in its relations with the Italian authorities and third parties ;

(2) A declaration on behalf of the Serb-Croat-Slovene State that it assumes responsibility for the obligations of the undertaking with respect to depositors and the persons entitled in their place ;

(3) A statement of the building and premises in which the operations of the General Warehouses will be carried on, including the premises intended for the deposit of goods subject to Customs regulation ;

(4) The precise form of the " cédulas " (warehouse receipts) and of the warehouse warrants and endorsements relating thereto ;

(5) The regulations affecting the obligations which the General Warehouses undertaking assumes with respect to depositors as regards the storage of the goods deposited, as also any damage or deficiencies which may occur ;

(6) The scale of charges for warehousing goods and for the other operations undertaken by the General Warehouses.

The Government administration shall not be obliged to indicate the capital employed in the undertaking nor to provide guarantees for depositors or the persons entitled in their place.

Any changes in the arrangements concerning the deposit of goods and the scale of charges, and in general any modification in the methods of operation, must be notified to the Government of the Kingdom of Italy. Such changes and modifications shall take effect two months after notification, provided the said Government has not raised any objection within that period.

The Government of the Kingdom of Italy shall take steps to ensure that the public is supplied with necessary information in the most suitable manner. The tariffs which, according to Article 60, are to be the subject of an arrangement between the administrations shall be published as soon as an agreement has been arrived at.

The General Warehouses shall be obliged to communicate only to the Customs Department and the Maritime Department at Fiume, within ten days of each monthly settlement day, particulars concerning the goods deposited or handled in the warehouses. As an exceptional measure, such notification shall be made at any time if the Italian authorities require the above particulars.

Article 52.

The Serb-Croat-Slovene administration of the General Warehouses shall communicate to the Government of the Kingdom of Italy, together with the particulars referred to in the previous Article, the regulations concerning the legal relations between the General Warehouses and the parties concerned. The Government of the Kingdom of Italy may request the modification thereof should the regulations contain provisions conflicting with local laws and orders or with the present Agreement.

As regards Customs regulations, account shall be taken of the provisions of the Annex to Article 32.

These regulations shall show clearly that :

(a) The General Warehouses are forbidden to engage directly or indirectly, for their own account or for the account of third parties, in any trade or speculation connected with the goods deposited and to grant directly or indirectly, for any reason or in any form whatever, favours to certain transport undertakings which are not granted to all undertakings pursuing the same object ;

(b) The interior of the General Warehouses may be divided into premises for the purpose of private storage, subject to the conditions for the leasing of such stores being laid down in accordance with the provisions of Article 60 and being duly indicated, and certain parts of the stores may be fitted up for the purpose of selling by public auction goods which have been deposited.

Article 53.

The above provisions concerning the constitution and operations of the General Warehouses by the Serb-Croat-Slovene State shall also hold good should the latter transfer the right of operation to a juridical person, a company or a natural person of Serb-Croat-Slovene nationality. In such case, however, the following stipulations shall be observed :

(a) The juridical person, company or natural person in question must first of all ask for the consent of the Government of the Kingdom of Italy through the medium of the Government of the Serb-Croat-Slovene Kingdom ;

(b) On obtaining this consent, the juridical person, company or natural person in question shall register the trade name at Fiume ;

(c) The parties carrying on the undertaking must state the capital to be used in operating the General Warehouses or the guarantees which they offer to depositors and the persons entitled in their place ;

(d) The regulations concerning the legal relations between the undertaking of the General Warehouses and the parties concerned, which shall be submitted, as stated in Article 52, to the Government of the Kingdom of Italy in order to determine what are the conditions to be fulfilled in accordance with the provisions in force, must bear the mention that they have been approved by the Serb-Croat-Slovene administration.

Article 54.

The General Warehouses may begin their operations after a period of one month from the notification of the above particulars and regulations to the Government of the Kingdom of Italy, and as soon as the various conditions referred to in the preceding Article have been fulfilled.

The Government of the Kingdom of the Serbs, Croats and Slovenes shall, by means of periodical inspections carried out by its officials, make arrangements for the proper execution of all provisions in the laws and regulations, without prejudice to the right of supervision belonging to the Italian Government as laid down in the Rome Agreement.

Article 55.

In virtue of the present Agreement, the administration of the General Warehouses (as free Customs warehouses) situated in the Thaon di Revel Basin and the administration of the General Warehouses (as free Customs warehouses) of the sheds and open sites situated in other parts of the port of Fiume, must issue *cedulas* (warehouse receipts) and warehouse warrants.

The juridical system governing these bills shall be that contained in the legal provisions which are or may in future be in force at Fiume.

Article 56.

The ordinary courts shall be competent to decide disputes arising between the Serb-Croat-Slovene administrations of the General Warehouses and depositors or the persons entitled in their place, unless the parties concerned have, by a special agreement, arranged to refer the dispute to arbitrators for settlement.

The Serb-Croat-Slovene administration of the General Warehouses may not, whether the warehouses are operated by the State or by private persons, impose the following conditions on depositors or the other persons entitled, either by means of statutes and regulations or printed deeds or declarations to be signed by the parties concerned :

(a) That in cases of dispute the depositors or other persons entitled must elect domicile in a place outside the frontiers to the State where the defendant has his residence or seat of business ;

(b) That notices and writs of summons against the Serb-Croat-Slovene administration of the General Warehouses are not valid unless served at a domicile elected by the said administration outside the territory of the State where the defendant has his residence or seat of business.

Article 57.

Public credit establishments may take warrants as commercial bills, without one of the signatures required by their statutes.

Article 58.

In the establishment, the exercise and the application of the rights and privileges relating to advances and grants secured on goods passing in transit through Fiume and on their equivalent, and also in the granting of the corresponding advances, no distinction shall be made merely by reason of the origin, provenance or destination of the goods or nationality of the owner.

It is agreed further that all facilities and privileges relating to advances and grants secured on goods which are conceded directly or indirectly during the term of the present Agreement by the Italian Government and are applicable to goods consigned to the General Warehouses and stores in parts of the port of Fiume other than the Thaon di Revel Basin or coming from these warehouses, and relating to the advances and grants on such goods even during their transport and stay and the operations of loading and unloading, embarkation and disembarkation, shall also be applied in the same manner to goods consigned to the General Warehouses and stores at the Thaon de Revel Basin or coming from these warehouses, and also to the advances and grants secured on such goods.

On the other hand it is agreed further that all facilities and privileges of this nature which are conceded directly or indirectly during the term of the present Agreement by the Serb-Croat-Slovene Government and are applicable to goods consigned to the General Warehouses and stores at the Thaon di Revel Basin or coming from those warehouses and relating to the advances and grants on such goods even during their transport and stay and the operations of loading and unloading, embarkation and disembarkation, must, as from the date on which they are put into force, be applied also to goods consigned to the General Warehouses and stores in the other parts of the port of Fiume or coming from those warehouses, and also to the advances and grants on those goods.

The rights and privileges acquired in the territory of one of the High Contracting Parties with respect to goods to be transported into the territory of the other, or acquired with respect to their equivalent, shall be recognised as valid in the territory of this latter High Contracting Party :

(1) So long as the goods in question are in the territory of the State in which the rights and privileges were constituted, on condition that they were regularly acquired in accordance with the local law ;

(2) After the transport of the goods outside the territory in which the rights and privileges in question were constituted :

(a) On condition that they were regularly acquired even under the terms of the law of the country to which the goods were transported, or,

(b) On the other hand, on condition that they do not affect the real rights which have been or may subsequently be acquired in accordance with the law of the place where the goods are situated, except in the case of an act by a third party involving liability under penal law.

The Serb-Croat-Slovene administration of the General Warehouses at Fiume (as free Customs warehouses) and the administration of the Serb-Croat-Slovene railways at Fiume and also, as regards the questions within its competence, the departments to which it is subject, must apply,

in accordance with the previous paragraphs, the rules and orders in force in the port of Fiume to the above-mentioned rights and privileges which have been acquired and regularly notified.

It is agreed that this provision does not in any way affect the undertaking of the administration of the Serb-Croat-Slovene railways to apply :

(a) The special provisions at present established or to be established in future by agreement between the railway administrations of the two countries (Article 26, Annex B to the Rome Convention) ;

(b) The international conventions on the transport of goods by rail and the regulations relating to general operations.

Article 59.

The Governments of the two Contracting Parties may subsequently take by mutual agreement such measures as may be necessary, in view of the special conditions of operation in the Thaon di Revel Basin, to remove by means of supplementary regulations based on experience but without modifying the laws in force, the obstacles to traffic caused by differences in the laws and regulations in force in the two States and in different parts of their territories and the discrepancies and disputes arising out of prohibitions against investments abroad.

Article 60.

The operations in connection with the issue of *cedulas* (warehouse receipts) and warehouse warrants relating to goods deposited in one or other of the General Warehouses and stores referred to in Article 55 shall be regulated in a uniform manner at meetings of the administrations concerned. At these meetings uniform rules shall also be laid down for the application of all provisions valid for the privileges and facilities in force in accordance with the local law and local regulations and for the execution thereof, together with the rules for the procedure relative to the sale of goods in order to obtain payment of debts in respect of goods in the said General Warehouses and stores.

At these meetings uniform regulations shall also be laid down for :

(a) Tariffs for the embarkation and disembarkation, the deposit, preservation and sale of goods, without regard to their provenance or destination, as also in general the tariffs for the various services which may be rendered to the public with respect to the goods. An exception shall be made in regard to tariffs relating to goods which, coming from the territory of one of the High Contracting Parties, are consigned to a place in the territory of the same High Contracting Party ;

(b) Measures for the rational application of the provisions referred to in Articles 13 and 15 of Annex B to the Agreement of January 27, 1924 ;

(c) The arrangements to be made for compiling the statistics referred to in Article 12 of the above-mentioned Convention.

The two administrations may submit other questions of mutual interest to these meetings.

Workmen's wages shall not be included in the tariffs referred to in paragraph (a).

The meetings shall be composed of three representatives of the Italian administration and of three representatives of the Serb-Croat-Slovene administration.

These representatives of the above-mentioned administrations shall be accompanied if necessary by technical advisers not exceeding two in number for each of the administrations concerned and for each of the various subjects contained in the agenda for the session.

The two Governments shall appoint non-governmental technical advisers from among representatives of commerce, industry, shipping, transport and forwarding, banks and labour. Technical advisers may not take part in the voting.

The meetings shall be held at Fiume, the first meeting being held at the request of either of the administrations of the General Warehouses. The rules concerning future meetings shall be drawn up at the first meeting.

The decisions at these meetings shall be valid if adopted by the majority of the members of each delegation.

Should it be impossible to come to an agreement and should one of the High Contracting Parties request that the dispute should be submitted to arbitration for decision, the other Party must consent thereto even as regards the prior question as to whether the dispute is of a nature to be referred to arbitration. The arbitrators shall be appointed under the provisions and with the powers laid down in Article 62.

Article 61.

The undertaking of the General Warehouses under Serb-Croat-Slovene administration shall pay as a flat rate in place of all direct taxes and of all taxes due in connection with or in consequence of the operation of the said warehouses, with the exception of port dues, the lump sum of 100 (hundred) gold lire per annum.

VIII. GENERAL PROVISIONS.

Article 62.

If a dispute should arise between the High Contracting Parties concerning the interpretation or application of the present Agreement and if one of the High Contracting Parties requests that the dispute should be submitted to an arbitral tribunal for decision, the other Party shall consent thereto even as regards the prior question as to whether the nature of the dispute is such that it can be referred to an arbitral tribunal.

The arbitral tribunal shall be constituted for each dispute in the following manner : each of the High Contracting Parties shall appoint one of its nationals as an arbitrator and both Parties shall elect a national of a third friendly Power as third arbitrator.

The High Contracting Parties reserve the right to agree in advance and for a certain period of time as to the person who shall, in case of dispute, fulfil the duties of third arbitrator. The decision of the arbitrators shall be binding.

Article 63.

The present Agreement shall be ratified and the ratifications shall be exchanged at Rome as soon as the formalities required by the laws of the two countries have been duly completed.

It shall enter into force on the date of the exchange of ratifications and shall remain in force for a period of five years as from that date.

If neither of the High Contracting Parties gives notice twelve months before that date of its intention to terminate the Agreement, it shall remain in force until the expiration of one year as from the date on which either of the High Contracting Parties has denounced it.

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

Done in duplicate at Nettuno, the twentieth day of July, one thousand nine hundred and twenty-five.

For the Kingdom of Italy :

BENITO MUSSOLINI.

For the Kingdom of the Serbs, Croats and Slovans :

V. ANTONIEVITCH.

D^r RYBÁR.

FINAL PROTOCOL.

On proceeding to sign the Agreement supplementing the Rome Agreement of January 27, 1924, for the Regulation of Traffic, concluded on this day's date between the Kingdom of the Serbs Croats and Slovenes and the Kingdom of Italy, the undersigned Plenipotentiaries agreed to make the following declarations, which shall constitute an integral part of the Agreement itself.

Ad Article 27.

The expression " Serb-Croat-Slovene stations " in the first line of Article 27 shall be understood so as to include all the Serb-Croat-Slovene railway stations in which goods can be received and despatched for transport.

The standard local tariff includes ordinary categories, special categories and exceptional categories.

Should the Government of the Serb-Croat-Slovene Kingdom establish special tariffs for the transport of goods consigned for export or arriving for import via Susak, it is agreed that at the request of the Italian Government the provisions referring to the following points may be amended for the duration of the Agreement :

(1) The right of the Serb-Croat-Slovene Administration to deposit also goods arriving from or consigned to third States in the warehouses at the Thaon di Revel Basin.

(2) The right of the Serb-Croat-Slovene administration of the Thaon di Revel Basin to make through international consignments in any direction.

Special reductions for the export of timber shall not, however, be considered as measures calling for a revision of the above-mentioned concessions.

They will merely entail the application of tariff reductions for timber consigned to Susak not exceeding 30 % of the local tariff.

Ad Article 36.

It is agreed that the administration of the Italian railways shall give to the administration of the Serb-Croat-Slovene railways full information relating to details in the documents to be presented for payment with a view to permitting the necessary rectifications to be made.

Ad VI.

The Government of the Kingdom of the Serbs, Croats and Slovenes having decided not to repair and take over Warehouse No. 16 in the Thaon di Revel enclosure, it is agreed that the Italian authorities shall merely have to clear the ground of the débris of this partially demolished warehouse and consolidate the site of the said warehouse.

GENERAL PROVISIONS.

I.

Should the two High Contracting Parties or one of them entrust to a controlling organ the supreme administration and co-ordination of all the services in the port of Fiume which belong

to the Governments of the Kingdom of Italy or the Kingdom of the Serbs, Croats and Slovenes, respectively, the duties of the said organ shall include the representation of the administrations concerned. Any communications which an administration of one State may have to make to the authorities of the other State shall be effected through the agency of the above-mentioned organ, without prejudice to the direct contact between the organs of the administrations of the two countries in so far as concerns the exercise of the functions within their competence.

II.

It is understood that the above provisions do not affect the provisions of the Rome Agreement of January 27, 1924, except in so far as the questions referred to in the above-mentioned Agreement are regulated in more precise form by the present Agreement.

The present Protocol, which shall be considered as approved and sanctioned by the High Contracting Parties without further special ratification by the mere fact of the exchange of the ratifications of the Agreement to which it relates, has been drawn up in duplicate at Nettuno, on the twentieth day of July, one thousand nine hundred and twenty-five.

For the Kingdom of Italy :

Benito MUSSOLINI.

For the Kingdom of the Serbs, Croats and Slovenes :

V. ANTONIEVITCH.

Dr. RYBÁR.

GENERAL FINAL PROTOCOL.

At the moment of signing the Protocols drawn up for the conclusion of the following Conventions and Agreements :

I. Agreement supplementing that signed at Rome January 27, 1924, for the regulation of traffic ;

II. Conventions and Agreements specified in the Protocol of Signature concerning the agreements concluded for the purpose of finally settling all questions the solution of which is necessary in order to give full and complete effect to the Agreement concerning Fiume signed at Rome on January 27, 1924 ;

III. Agreements specified in the Protocol of Signature concerning the Agreements concluded for the purpose of finally settling all questions the solution of which is necessary for the application of Article 9 of the Agreement regarding Fiume signed at Rome on January 27, 1924, as well as certain questions affecting Serb-Croat-Slovene nationals at Fiume and Italian nationals in Dalmatia ;

IV. Conventions and Agreements specified in the Protocol of Signature concerning the agreements concluded in order to settle certain questions affecting both Italian and Serb-Croat-Slovene nationals, and, in particular, certain questions arising out of the execution of the Treaties of Peace ;

The undersigned Plenipotentiaries of the Kingdom of Italy and of the Kingdom of the Serbs, Croats and Slovenes, with a view to indicating clearly the conditions under which they have laid down the undertakings of the two States, have agreed that the obligations imposed on the Governments of the said States as a result of the Conventions

and Agreements specified above and the Notes supplementing such Agreements or at the time of the signature thereof, shall be binding and shall be carried out in their entirety by both Parties. It is therefore understood that the entry into force of any undertaking whatever shall be dependent on the entry into force of all the undertakings connected therewith.

The present Protocol shall constitute an integral part of the aforesaid Conventions and Agreements, and shall be considered as approved and sanctioned by the High Contracting Parties without other special ratification.

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

Done at Nettuno, in duplicate, the twentieth day of July, one thousand nine hundred and twenty-five.

For the Kingdom of Italy :

Benito MUSSOLINI.

For the Kingdom of the Serbs, Croats and Slovenes :

V. ANTONIEVITCH.

Dr. RYBÁR.