7 March 2

Mr. B. Grunzweig, Deputy Chief Administrative Officer
C. Taff, Assistant Legal Adviser
Status Agreement

1. With reference to your memorandum of 3 March, paragraph 8 of the Status Agreement requires ONUC to keep the Government advised "of the hiring or discharge of persons residing in the Congo ....". The Agreement provides for no exception, and the text cited can only be interpreted to mean that ONUC is required to provide the information requested as to all Congolese employees.

2. As a practical matter, however, there are various considerations to be taken into account in the preparation of this information for transmittal to the Government. Your memorandum refers to the special character of such workers in Kamina and Kitona, and to the administrative machinery necessary to prepare the required data. I agree with these comments and would add that insofar as I am aware the Government has not expressed a really strong interest to obtain from ONUC detailed information as to its Congolese employees. This may be due to the fact that Congolese nationals are not entitled to any privileges and immunities (except for immunity from process in respect of their legal acts).

3. On the basis of these considerations, I doubt very much that the Government will object if the information provided by ONUC as to Congolese nations is not as complete and detailed as paragraph 8 of the Status Agreement requires. It would seem to me that if the conditions in Kamina and Kitona are such that this information cannot be readily prepared by reason of the special conditions that obtain there, it would not be improper for ONUC to omit this data from its report to the Government.

Legal + Finele

6 March 1962

CONFIDENTIAL

TO: Mr. J. Rolz-Bennett, Chief Civilian Officer
Elisabethville

FROM: M. K. Gardiner, Officer-in-Charge, ONUC
Leopoldville

SUBJECT: Messrs. Dupont and Volissaratos

I have asked Mr. Marcella to look into the legal aspects of this problem, but it appears to me that the gentlemen in question fall within the terms of paragraph A 2 of the resolution of 21 February. We have not, however, been consistent in application of any set criteria and so you should be free to decide whether in your consideration it would be worthwhile to remove them with or without repercussions.

Encl: Cable 1745

MG/ln

ORGANISATION DES NATIONS UNIES AU CONGO

UNITED NATIONS ORGANIZATION IN THE CONGO

BOITE POSTALE 7248
LEOPOLDVILLE
REPUBLIQUE DU CONGO
CABLE : ONUC. LEOPOLDVILLE

**INTER - OFFICE MEMORANDUM**

5th March, 1962

A : Mr. Taff, Acting Legal Adviser,

De : R.E. Grindall, Acting Chief Accommodation Officer, Grindall

Objet : Notice of invitation to tender

The above mentioned subject matter was drafted by Mr. Marc Pierre, architect assigned to this section. It had been reviewed by this office and felt fully covered the requirements.

Before processing it will also be reviewed by Procurement Office. The document in question had been forwarded to your office to ascertain if any legal discrepancies existed.

Thank you for your prompt attention.

SEE LTR 28 FEB FR VEIRA TO AHMED

LEGAL

ORGANISATION DES NATIONS UNIES
AU CONGO

UNITED NATIONS ORGANIZATION
IN THE CONGO

BOITE POSTALE 7248
LEOPOLDVILLE
REPUBLIQUE DU CONGO
CABLE : ONUC LEOPOLDVILLE

**INTER - OFFICE MEMORANDUM**

3 March 1962

To: Mr. C. Taff, Assistant Legal Adviser
From: B. Grunzweig, Deputy Chief Administrative Officer
Subject: Status Agreement

BGrunzweig

..... 1. Please see the attached note from the Base Administrator in Kamina. As you know, we have so far taken the line under paragrpah 8 of the Status Agreement that it will be implemented only in due course if and when we have reached the stage where the machinery of information regarding paragraph 8 can be put into motion.

2. However, I wonder whether base workers at Kamina and Kitona would not fall into a separate category altogether since the responsibilities of ONUC towards the base workers have different aspects to consider than the mere employment in the service of the United Nations.

3. May I have your advice since obviously the same question will be raised as far as Kitona is concerned.

Legal misc

1 March 2

Mr. Gardiner, Officer in Charge
Z. Marcella, Legal Adviser

1. The Administration asks your approval on the attached card.

2. Administration would further like to know who, on the Government's side, besides Messrs. Kasa-Vubu, Adoula and Mobutu should be invited for the ceremony, Vice-Premier or other Ministers, or high ranking officers. I think it would be appropriate that the number of Government representatives be limited.

ZM/mb

MAR 2 1962

ORGANISATION DES NATIONS UNIES AU CONGO

UNITED NATIONS ORGANIZATION IN THE CONGO

INTER - OFFICE MEMORANDUM

TO:

28 February 1962

A: Mr. S. Habib Ahmed, Chief Administrative Officer, ONUC ,Leopoldville.

OM: A. Dardeau Vieira, Base Administrator, Kamina.

SUBJECT: Status Agreement between United Nations and Government of the Republic of the Congo.

Please refer to Field Administrative Bulletin No.100.

I have only one comment which will probably be irrelevent. Par. 8 says that the Government shall be kept advised of the hiring or discharge of persons residing in the Congo as Officials in the service of the United Nations. I assume that this does not apply to the Congolese workers at the Base. However, if there is any possible doubt left you may like to clarify the point because it would be a cumbersome procedure to follow.

fuw

Legal
Mac

28 February 2

Mr. R. Grindall, Chief Accommodation Officer
C. Taff, Assistant Legal Adviser
"Notice of Invitation to Tender" - Broadcasting Station

1. With reference to the "Notice of Invitation to Tender" for the construction of a broadcasting station, I think it would be helpful if you would let us know by memorandum who drafted the "Notice" and whether it has been reviewed and approved in its entirety by your office. If you have no suggestions of any kind, your memorandum should so indicate. Also, it would be appreciated if requests for legal review are transmitted in the future by written memorandum.

2. The "Notice" is returned herewith.

CT/mb

Misc Legal
(2)

RLf 1/3

28 February 1962

Dear Mr. Stavropoulos,

I should like to write you on some matters which have recently arisen. As you know, Mr. Taff's contract has expired and he has renewed for another year. He plans to take his home leave some time between April 15 and 30 and will be away from the Congo for a period of approximately six weeks.

I am sure you fully appreciate that because of the very heavy volume of work, it will be necessary that we have a second lawyer in Mr. Taff's absence. The replacement should be a good draftsman in English and have a fluent knowledge of French. It would also be helpful if the replacement chosen was experienced in contract work and administrative matters generally. The replacement should arrive here some time about April 10.

In connection with the above, I wish also to let you know that a question has arisen as to the titles to be given to Mr. Taff and myself. Mr. Taff holds a P-4 (step 2), and I hold a P-3 (step 7) with an SPA P-4 (step 2) grade. Pursuant to your letter of 13 December 1961 and arrangements made between Mr. Cox and Mr. Kanakaratne, I have been carrying the title of Legal Adviser and Mr. Taff that of Assistant Legal Adviser. Our Personnel Office informs me that in view of Mr. Taff's higher grade, it will be necessary to change these titles. One possible way of solving the difficulty is to give both Mr. Taff and myself the same title of Legal Adviser. As you know, both Mr. Cox and Mr. Berthoud had the titles of Legal Adviser, and so did Mr. Fabry and Mr. Kanakaratne, until Mr. Fabry's title was changed to that of Special Adviser. We discussed the matter very briefly and informally with Mr. Gardiner who indicated that he was agreeable to the above suggestion.

Mr. C.A. Stavropoulos
Legal Counsel
Office of Legal Affairs
United Nations
NEW YORK

.....2

I understand Mr. Ahmed prefers that Mr. Taff and myself should both have the title of Legal Officer, following the practice observed at Headquarters. Such a title would, however, appear to be contrary not only to the practice heretofore observed in ONUC, but to practices of other missions as well. (In this connection you will recall that my title in UNEF was Legal and Political Adviser). I would very much appreciate your giving this matter your earliest attention as our Personnel Office will no doubt wish to act on this matter very shortly. You may wish to consider informing Mr. Gardiner and Mr. Ahmed directly of your views on the points raised above.

I had hoped that further to the discussions we had during your visit here, I would be able to send you at this time a comprehensive report of the work Mr. Taff and I have been doing and of the outlook for the future. You will appreciate, however, that the volume of work has been so very heavy these days that we have been unable to devote the necessary time to such a report. We hope to do so at a later date. It is hardly necessary or me to stress the excellent work Mr. Taff is doing here which has proved to be of invaluable assistance.

With my very best regards.

Sincerely,

Z. Marcella
Legal Adviser

Le 26 février 1962

Monsieur ,

J'ai l'honneur de vous accuser réception de votre lettre du 16 février 1962 relative à l'une de vos clientes , Mme Marthe Delbrouck .

Je vous prie de bien vouloir noter que nous avons transmis votre lettre à notre représentant à Elisabethville et que nos services compétents vont ouvrir une enquête concernant le cas que vous nous soumettez.

Vous pouvez être assuré que nous ne manquerons pas de vous communiquer les résultats de notre enquête dès qu'il nous sera possible .

Veuillez agréer, Monsieur , l'assurance de ma considération distinguée.

Robert K.A. Gardiner
Chargé de la Mission
des Nations Unies
au Congo

Monsieur Jacques Demerval
Avocat à la Cour de Paris
151, rue de Grenelle
Paris 7ème

AJJ/sl

cc : Mr. Jacobs

photocopie : Mr. Rolz Bennett

CONFIDENTIAL

22 February 2

Mr. B. Grunzweig, Deputy CAO
C. Taff, Assistant Legal Adviser

I am transmitting herewith for your action a letter dated 17 February 1962 from a Mr. Coinides, dealing with a Mr. Nicola E. Arfaras.

CT:mb

**ORGANISATION DES NATIONS UNIES AU CONGO**

**UNITED NATIONS ORGANIZATION IN THE CONGO**

BOITE POSTALE 7248
LEOPOLDVILLE
REPUBLIQUE DU CONGO
CABLE : ONUC LEOPOLDVILLE

**INTER - OFFICE MEMORANDUM**

22 février 1962

Destinataire : M. C. Taff, Conseiller juridique adjoint
Origine : G. Bazinet, Service linguistique
Objet : Oppenheimer's 'International Law"

En réponse à votre memorandum du 21 février, je vous informe que j'ai prié M. Ahmed de bien vouloir demander à New York l'envoi par la valise d'un nouvel exemplaire du livre en rubrique, M. Pagnanelli n'ayant pas retrouvé, à ce jour, l'exemplaire qu'il a emprunté à la bibliothèque. M. Pagnanelli n'a pas emprunté d'autre livre de droit à la bibliothèque.

STRICTLY CONFIDENTIAL

22 February 2

Mr. S.H. Ahmed, CAO
Z. Marcella, Legal Adviser
Mr. G. Pagnanelli

I have been instructed by Mr. Gardiner to request you have someone in the staff inform Mr. Pagnanelli that under no conditions is he to come to the 6th floor of this building.

ZM/mb

Mr. S.H. Ahmed, CAO
C. Taff, Assistant Legal Adviser

I am sorry to intrude upon your time with this matter, but I am sure you will appreciate its importance to me.

I left New York for the Congo on ~~27~~ 28 February 1961 on a round trip ticket with Pan American. Accordingly, ONUC's right to the 10% discount expires on 28 February 1962.

I wish very much to take my home leave before the end of this month, but Mr. Marcella feels very strongly that my presence here is required until a replacement is received from New York Legal. On 9 February, Mr. Marcella wrote Miss Osborne advising that he had asked me to postpone my leave until some time between 15 April and 1 May. I am ready to reluctantly agree to this request provided that I am not charged with the 10% cost of the plane ticket.

I understand that the decision on this matter has to be made by New York, but that our Personnel Office has not yet communicated with them on this matter. If it is the case that the question has to be referred to New York, I wonder if you might arrange to have it handled by cable at the earliest possible date.

CT/mb

Miss G. Bazinet, Language Service
C. Taff, Assistant Legal Adviser
Oppenheim's "International Law"

With reference to my memoranda of 11 February and 14 February, I should be obliged if you would let me know by return memorandum the results of your inquiry as to the loss of the Oppenheim's "International Law", and of any other law books that may be missing from the Reading Room.

CT/mb

(cr) legal Mat

UNITED NATIONS NATIONS UNIES

NEW YORK

CABLE ADDRESS · UNATIONS NEWYORK · ADRESSE TELEGRAPHIQUE

FILE NO.:

19 February 1962

Dear Charlie,

In the absence of Mr. Cox who is on leave recuperating from a minor operation, your letter of 3 February 1962 addressed to Gurdon Wattles has been referred to me for reply.

You indicate that a staff member with a grade of P-5 has requested that ONUC assist him to obtain "CD" plates for his privately owned automobile. He claimed entitlement to diplomatic privileges, including the right to "CD" plates, on the ground that certain regulations of the Congolese Government provide for the granting of diplomatic visas to officials of the United Nations of grade P-4 or above and special visas for officials of the United Nations below P-4 (sub-paragraphs (a) and (b) of Circular No. 3 of the Ministry of Foreign Affairs entitled "Instructions régissant l'immigration dans la République du Congo.")* (The 4th paragraph of your letter does not seem to agree with the text of paragraph 4 of Circular No. 3 — or is it my misunderstanding?). The question you raise is whether as a matter of policy ONUC should permit a differentiation of treatment between officials of P-4 and above on the one hand and those below, on the other.

The staff member referred to in your letter seems to have equated diplomatic visa to diplomatic status. In the practice of States the holder of a diplomatic visa is not ipso facto entitled to diplomatic privileges and immunities, since, often times, diplomatic visas are granted merely as a matter of courtesy to persons not in a diplomatic status. Unless a different practice prevails in the Congo I should think that there would be no legal basis for claiming diplomatic privileges or immunities, including the right to "CD" plates, merely on the strength of possession of a diplomatic visa.

Mr. C. Taff
Assistant Legal Adviser
United Nations Organisation in the Congo
Leopoldville
Republic of the Congo

As regards the question whether ONUC should permit a differentiation of treatment among the staff, I understand it to be the policy of Headquarters to request no extra-legal privileges or immunities for staff members, that is to say privileges or immunities which have no legal basis. Should a Government of its own accord extend extra privileges or immunities to our staff members, I also understand it to be our practice not to disallow them; in such case the question of differentiation of treatment, to my knowledge, does not arise, since any such privilege must necessarily imply differentiation of treatment.

On the premises of the foregoing, and unless circumstances of ONUC indicate the propriety of a different course of action, I would hesitate to claim entitlement to "CD" plates merely on the strength of a diplomatic visa. On the other hand I would see no compunction in accepting the special privilege of the "CD" plates, if such privilege were profferred by the Congolese authorities, irrespective of the rank of the staff member concerned.

As this is the first time I ever had the pleasure of writing you, may I avail myself of the opportunity to extend to you my best wishes.

Yours sincerely,

H. T. Liu

*NOTE:

Paragraph 4 of Circular No. 3 reads as follows:-

"4. a. Conformément au paragraphe 29 de la Circulaire N° 1, des visas diplomatiques peuvent être accordés aux fonctionnaires étrangers de l'O.N.U. du grade P4 (Administrateur de 1ère classe) et des grades supérieurs (P.D. - D2 - D1 - P5) quellque soit la nature du passeport dont ils sont détenteurs.

"b. Des visas spéciaux seront accordés aux fonctionnaires étrangers de l'O.N.U. des grades inférieurs à P4, sauf si le passeport diplomatique, auquel cas, il leur sera délivré un visa diplomatique.

"....."

NOTE FOR THE FILE

The Belgian Embassy (Mr. Cahen) informed me of the following: A Belgian boy, Donald Pehiels and a Pakistani boy disappeared in June 1961 while they were on Lake Kivu. Investigations were carried out by the Red Cross, Local Police in collaboration with ONUC personnel, but without any results. There is a rumour that the boys are being held prisoner on an island in Lake Kivu by partisans of Chief Kashamura who is a Deputy in the Congolese Parliament. Chief Kashamura has been approached on the subject by the Belgian Embassy and is of the opinion that the story may be quite true. If so, he is prepared to go to Kivu to set the boys free and the Belgian Embassy has asked for UN transportation to Bukavu for Chief Kashamura and the mother of Donald Pehiels.

I replied that ONUC, as a matter of principle, does not provide transportation for private persons and that there was a commercial flight from Leo to Usumbura. Mr. Cahen observed that Chief Kashamura feared for his safety in Usumbura and asked for UN protection, if he went there.

Mr. Cahen further said that Mr. Kannikaratne wrote a letter to Mr. Depreux on the subject in November 1961. I promised that we would investigate the matter and inform the Embassy of the results.

Z.F. Marcella

cc: Mr. Gardiner - for information
Mr. Taff - for action
Mr. Abdoun - for information
ZM/cs

16/2/62

14 February 1962

To: Lt. Col. N. Borchgrevink, Chief of Military Intelligence
Attn: Maj. Mason

From: Z.F. Marcella, Legal Adviser

1. I am returning herewith a copy of your memorandum to the Force Commander of 11 January, 1962, MIL INFO 4/A/1, with attachments, which were hand-delivered to me on 10 February, 1962.

2. It is noted from Mr. Tomalin's memorandum to you of 15 December, 1961 that the wife of a UN staff member, and other staff members too, were handed a circular from the Burgomaster of the Commune of Limete, which advised that an official would visit the area on 15 December, 1961 and which requested all residents to leave their identity papers in their houses. It is also noted from the Decree No. 221/GAB/185/INT/61, a copy of which was transmitted with your memorandum, that a fee of CF 120 is charged by the government for the issue and renewal of identity cards for foreign nationals.

3. While we fully appreciate the advantages of taking this matter up with the Government, it appears that the information contained in the papers transmitted us is insufficient to enable us to make a valid or effective protest against the Government. It will be noted that the names and addresses of the dependent and staff members concerned are not specified, and in fact, no information of any kind is given as to the incidents in question, other than the fact that each was "delivered" one of the Burgomaster's circulars. Moreover, it appears highly doubtful that the mere delivery of the circular can be deemed to violate Article 4 of the Status Agreement, which declares members of the Force and Officials and members of their family to be exempt from alien registration. There is no statement in the papers to the effect that the individual distributing the circular had knowledge of the fact that the recipient was attached to ONUC, or that if this information was communicated to the Government official and he then attempted to obtain proof of identification or payment of the fee of 120 frs. for an identity card.

ZFM/cm

15 February 1962

Dear Gurdon,

In my letter to you of 3 February, 1962, we discussed the implications that the granting of diplomatic privileges and immunities would have upon officials of ONUC. We have since that date discussed the matter with the Chief Administrative Officer, and he has pointed out the effects that the use of the grade of P-4 as the criterion for determining entitlement to such privileges and immunities would have upon experts in the service of the Organization.

As regards experts serving with ONUC, the situation here is such that to a very large extent, their grades do not accurately reflect the degree of responsibility or the functions they are performing. In many cases, experts with different grades perform assignments carrying equal responsibilities, and not infrequently, individuals with lower grades are assigned positions carrying greater responsibility than others with higher grades. This situation is due in large part to the fact that experts are provided by different governments and Specialized Agencies - which do not, in the nature of things, have an identical salary schedule or an identical system for the classification of positions.

The work of our experts is, of course, of a technical nature, and brings them into frequent and often close contact with Government officials. The matter of their official status, particularly as to their entitlements to privileges and immunities, becomes therefore one of especial importance.

Since the grades of experts do not generally accurately reflect their status within the Organization or the responsability of their work, it is felt here than an arrangement for entitlement to diplomatic privileges and immunities based upon the category of P-4 and above would be most inappropriate. Such a classification would in effect necessitate the disclosure of all grades to the Government, and might very well have an adverse effect upon those below the grade of P-4 in the performance of their duties, and upon the Organization itself. In view of these considerations, it has been proposed that the Government be requested to grant all experts, regardless of grade, diplomatic privileges and immunities.

Mr. G. Wattles
United Nations
Office of Legal Affairs
New York.

cc: Mr. Carey Seward, Chief Field Operations Service, New York.

During our discussion of the subject, the point was raised as to whether the Government should be requested to allow diplomatic privileges to all officials as well as experts who hold a professional rating. While such an arrangement would, of course, provide for a uniformity and equality of treatment within ONUC it is recognized that the Government may not be likely to give its consent to such a proposal.

Such an arrangement may be considered by the Government as much too different from that obtaining in other areas of UN activity. We could, however, point out, in justification of this proposal, the very special conditions that exist in the Congo which would necessitate or make advisable such an arrangement.

A third alternative proposed was that the determination of the individuals to be entitled to the special privileges in question be left to the Organization itself. Periodically, ONUC would submit to the Government lists of the names of the officials and experts which would in principle include all P-4's and any others which in the opinion of the Organisation should be granted the special privileges - it being understood that these lists would be based upon the particular function and responsibilities assigned to the individuals concerned.

Your advice on these points will be very much appreciated.

Sincerely,

C. Taff

14 February 1962

Mr. R. Gardiner, Officer-in-Charge

C. Taff, Assistant Legal Adviser

I would be most obliged if you would permit me to postpone my trip to Bukavu for several weeks. I am at present in the middle of a number of important projects (for example, the lease of the "Royal Building") and I fear very much that my absence from Leo for even a short time may have serious adverse consequences.

Mr. Marcella is also of the opinion that my trip should be postponed.

CT/cs

Mr. G. Basinet, Acting Chief, Languages Service
C. Taff, Assistant Legal Adviser
Oppenheim's "International Law"

With reference to your memorandum of 13 February, 1962, Mr. Pagnanelli has informed me that he does not have the above-mentioned book.

CT/es

**ORGANISATION DES NATIONS UNIES AU CONGO**

**UNITED NATIONS ORGANIZATION IN THE CONGO**

BOITE POSTALE 7248
LEOPOLDVILLE
REPUBLIQUE DU CONGO
CABLE : ONUC LEOPOLDVILLE

**INTER - OFFICE MEMORANDUM**

13 February 1962

To : Mr C. Taff, Assistant Legal Adviser
From : G. Bazinet, Acting Chief, Languages Service
Subject : Oppenheim's "International Law"

With reference to your memorandum of 11 February, the Librarian informs me that Oppenheim's "International Law" was borrowed by Mr Pagnanelli and that she has not been able so far to reach Mr Pagnanelli to ask him to send it back. Perhaps you could obtain the book direct from Mr Pagnanelli and the Library card could be altered accordingly.

With reference to your memorandum of 13 February, 1962
Mr. Pagnanelli has informed me that he does not
have the above-titled books.

Memorandum To The File

Subject : Attempt by Congolese Authorities to Arrest Private Citizen in Royal Building.-

1. On 16 January, 1962, a Congolese Gendarme accompanied by a representative of the Parquet Judiciaire entered the Royal Building for the purpose of arresting, one Dimba Baptista. According to information provided to the Security Section, Mr. Baptista is a chief of an Angolan tribe, which is seeking to obtain independence for Angola by peaceful means. He is presently a refugee from Angola and is employed by the owners of the " Royal " as concierge, not by ONUC.

2. The Congolese officials did not request any ONUC official for authority to enter the building, and went through various parts of the building, including parts occupied exclusively by ONUC, in their attempt to make the arrest. Mr. Baptista, however, was not apprehended. When the Chief of Building Management learned that the Congolese officials had entered the building for the purpose of making an arrest, he notified the Security Section, which then saw to it that the Congolese officials immediately left the building. Signed statements on this incident were given to the Security Section by Security Officer G.A. Claude, Mr. Alexandrou, Chief Building Management, Mr. Baptista, and Mr. Trenteseaux , owner of the Royal .

3. When the foregoing information was brought to the attention of the Legal Adviser, he considered whether a protest whould be sent to the Congolese Government as the action of the Congolese Officials was in flagrant of Article 24 of the Status Agreement which provides that UN Hdqs shall be " inviolable " and " subject to the exclusive control and authority of the United Nations ".

4. It appeared from the reports submitted on this incident that considerations of a political character were involved in the attempt to arrest Mr. Baptista. In order to make certain that a protest by ONUC against the violation of the Status Agreement by the Congolese officials would not result in the persecution of Mr. Baptista, the Legal Adviser requested that further information as to the political aspects of the matter be obtained from Mr. Trenteseaux and the Security Section. Mr. Trenteseaux indicated that he was most reluctant to become involved in the matter, and refused to provide the information requested. The Security Section was unable to provide any information on this aspect of the matter. In view of this lack of essential information on this aspect of the matter, it was decided not to protest against the

.../..

Congolese Government against the attempt to arrest Mr. Baptista in the " Royal Building ". However, the Legal Adviser repeated instructions to Chief Security Officer not to admit into the Royal Building any local police officers or officers from the Parquet unless authorization to such entry was duly obtained.

cc : Dr. Linner
Mr. Ahmed
Chief Security Officer

13 Feb. 1962

Tall ?

CT/sl

11 February 2

Mr. A.B. Tatistcheff , Chief of Languages and Documents Section
C. Taff, Assistant Legal Adviser

Oppenheim's " International Law "

We need very urgently for our work the two volumes of Oppenheim entitled " International Law ".

I understand that the two volumes cannot now be found in the Reading Room in B-24 .

If further investigation discloses that the books still cannot be found, it would be very much appreciated if you would take the necessary steps to have a replacement set sent to ONUC at the earliest possible date.

CT/sl

Le 8 février 1962

Monsieur ,

J'ai l'honneur d'accuser réception de votre lettre du 29 janvier 1962.

Toutefois, je voudrais attirer votre attention sur le fait que la copie d'un projet d'assignation ne nous fut pas transmise avec votre lettre comme vous le mentionnez dans celle-ci.

Veuillez agréer, Monsieur, l'assurance de mes salutations distinguées.

C. Taff
Conseiller Juridique Adjoint

M. Emile J. Jabon
Avocat à la Cour d'Appel
LEOPOLDVILLE-KALINA

/RECOMMANDEE/

**Emile J. JAL**

Avocat à la Cour d'Appel

(647) - 31, coin des Avenues Valcke et Jules Cornet

LEOPOLDVILLE-KALINA

Tél. 4265 — B.P. 2830 Léo I

Consultation : lundi-mercredi
et vendredi de 15 à 18 heures

Léopoldville, le 29 janvier 1962
Kredietbank 10/0451
Banque du Congo - 946.701.00.

ej/ke.

EN CAUSE: TRANSRAPID c/ ONUC

Monsieur le Conseiller Juridique,

J'ai l'honneur de vous communiquer sous ce couvert copie d'un projet d'assignation en cause sous rubrique.

Je suppose que s'agissant d'une mise à la cause de votre assurance "La Paix", vous n'avez aucun inconvénient à recevoir cette assignation et à la transmettre à votre assureur.

En effet à diverses reprises j'ai constaté que l'ONUC comparaissait devant le tribunal de première instance de Léopoldville en qualité de demanderesse, parcequ'il s'agissait d'un litige de son assurance "La Paix".

Puis-je vous lire à cet égard ?

Veuillez agréer, Monsieur le Conseiller Juridiqu l'expression de mes sentiments très distingués.

Monsieur le Conseiller Juridique
des Nations-Unies
(Building Le Royal"
Léopoldville

Léopoldville, le 1er février 1962

Messieurs,

J'ai l'honneur de me référer à vos récentes lettres demandant que l'ONUC vous rembourse une somme de 484.164 francs que vous avez versée au Gouvernement congolais le 10 mai 1961 pour le dédouanement de 600 montres suisses achetées à titre individuel par des militaires du Bataillon indonésien au Congo pour leur usage personnel.

Les faits concernant cet achat et le paiement des droits de douane au Congo sont exposés dans votre lettre du 12 septembre 1961 adressée à l'ONUC, d'où j'extrais ce qui suit :

" Le Commandant du bataillon indonésien des forces des Nations Unies au Congo a importé, à la demande de ces hommes et à leur usage, six cents montres suisses.

" Cet envoi, effectué par la firme SALT GONDRAND frères de Genève à l'adresse de l'"Ind. Contingent UNITED NATIONS FORCES Léopoldville", a fait l'objet de la LTA SWISSAIR 085/1693768 (annexe) Il a été acheminé de Genève à Léopoldville par le vol 525 le 3 mars 1961.

" Avant de quitter Léopoldville, Monsieur le Major HARSOJO s'est présenté à notre service.

" D'après des renseignements recueillis ultérieurement, nous avons appris qu'il s'était efforcé d'obtenir la franchise des droits pour cet envoi de montres et avait, notamment, effectué auprès des services de l'Intendance de l'ONUC des démarches en vue de se faire délivrer une attestation officielle pour parvenir à cette fin. Ce document avait été refusé.

" Toutefois, en chargeant nos services d'effectuer le dédouanement, le Major HARSOJO lui remettait un document daté du 20 mars 1961 tendant à obtenir la franchise des droits (annexe 3). Il est à remarquer qu'en forgeant ce document, cet officier agissait en connaissance de cause et usurpait des pouvoirs réservés uniquement aux services de l'Intendance de l'ONU, dans le but d'échapper à la taxation."

Il ressort clairement de votre propre exposé que les montres ont été importées à la suite de la demande faite à titre individuel par les Indonésiens et pour leur usage personnel. L'ONUC n'a pas été l'acquéreur de ces montres et, en fait, n'a pas eu connaissance de l'achat au moment où il a été effectué. Ainsi, la responsabilité du paiement des droits de douane ne saurait être imputée à l'ONUC en raison d'une action quelconque de sa part concernant l'achat de ces montres.

En ce qui concerne l'importation subséquente de ces montres et leur dédouanement, les passages de votre lettre du 18 septembre 1961 cités plus haut prouvent sans l'ombre d'un doute que l'ONUC a refusé de fournir aucun document qui eût permis d'exonérer ces montres des droits de douane, et, de surcroît, que pour ce qui est du document daté du 20 mars 1961 que le commandant Marsojo vous a remis, l'ONUC n'en a jamais eu connaissance et ne l'a jamais autorisé.

Je souligne en outre que le paiement de la somme de 484.164 francs de droits de douane au Gouvernement congolais a été fait par votre société à l'insu de l'ONUC et sans son autorisation.

Je comprends parfaitement les ennuis qui résultent pour vous du paiement de cette somme au Gouvernement congolais. Cependant, du fait que l'ONUC n'a jamais, à aucun moment, autorisé l'achat de ces montres et a, par la suite, refusé d'autoriser leur importation en franchise et du fait que votre société a effectué ce paiement à l'insu et sans l'autorisation de l'ONUC, celle-ci ne peut admettre d'être tenue responsable en droit du remboursement de la somme de 484.164 francs.

Veuillez agréer, Messieurs, l'expression de mes sentiments distingués.

Le Chef des Services administratifs

S. Habib Ahmed

SABENA
Léopoldville

et/sc

Mr. Taff

(cr)

6 February 2

To: Mr. S. Habib Ahmed, Chief Administrative Officer
From: B. Grunzweig, Deputy Chief Administrative Officer
Subject: Import Duties for POL

1. Mr. Timbrell, Mr. Taff and I discussed this morning with Mr. Wiehoff and Mr. Guerrier the following two points:

a. Refund of customs duties on POL purchased in the past.

b. Outline procedures to be followed for waiver of payment of customs duties under the Status Agreement in the future.

2. The Customs Advisers have agreed to give us a draft proposal on both which might be useful after further discussions to form the basis of future handling of POL imports.

3. The question of customs payments, if any, in Katanga for POL is a separate matter and should not be overlooked.

File 65

5 February

2

To: Mr. S. Habib Ahmed, Chief Administrative Officer
From: B. Grunzweig, Deputy Chief Administrative Officer
Subject: Invoice from Otraco - Inspection for Relief Supplies

1. I discussed the above today with Mr. Niehoff and one of his colleagues and Mr. Timbrell. I gave the Customs Advisers copies of the correspondence received from Otraco with the request to clear this matter with the relevant government authorities (probably the Ministry of the Interior) and make it clear that ONUC, under the Status Agreement, does not consider paying charges for the import of relief goods.

2. In the light of recent correspondence, however, I feel it may be necessary that Procurement issue to our carriers and/or import agents clear-cut instructions that no payment of customs duties and similar import charges will be accepted by ONUC without prior clearance in writing. If you agree, I will pursue the matter with Mr. Lanser further.

cc: Mr. Lanser
Mr. Taft

to I was present at meeting.
Legal is not to take any action at this stage

bcc

1 February 2

Exemption of ONUC chartered plane from Landing Tax

... We enclose herewith copy of a letter addressed to us by Air France, Brazzaville, together with a copy of a memorandum dated 30 January 1962 from the Assistant Legal Adviser to the Chief Finance Officer.

We shall be grateful if this matte may be considered by the Purchase and Transportation Division and the Legal Office at HQ. Please inform us of HQ views on the matter.

c.c. Mr. Taff

6 February 1962

Dear Gordon,

I am transmitting herewith photostatic copies of ONUC's note to the Ministry of Foreign Affairs 21 December, 1961, and the Ministry's note of 29 January, 1962 - both dealing with the Kitona base.

It does not appear that we have received the instructions from New York referred to in our note of 21 December, 1961. It would be appreciated if you would arrange to have these instructions sent us so that we may reply to the note of 29 January, 1962.

Sincerely,

C. Taff
Assistant Legal Adviser

Mr. C. Wattles
United Nations
Office of Legal Affairs
New York

CT/sl

31 January 2

Mr. S. Habib Ahmed, CAB
C. Taff, Assistant Legal Adviser
Payment of salaries of locally recruited non-Congolese staff in external currency.

1. Mr. Kanakaratne has referred to me your memorandum of 2 January 1962 in which you request legal advice on the questions whether a) the payment of salaries in foreign currencies to locally recruited non-Congolese staff is in line with the Government's monetary policy; and b) the payment of a non resident's allowance to such staff in compensation for reduced value of the franc would run counter to the Government's policy of not increasing wage levels.

2. On 29 June 1962, the Central Government enacted a décret-loi dealing with the control of foreign currencies. Article 39 provides as follows :

> "Tout paiement à destination de l'étranger, qui n'est pas engendré par une importation de marchandises et, en général, toute transaction et/ou opération en devisesétrangères entre résidents de la République du Congo ou entre résidents et non-résidents de la République du Congo, ainsi que la détention de devises étrangères par des résidents congolais, sont soumis à l'autorisation préalable de la Banque Nationale."

Article 39 thus requires the prior authorization by the Banque Nationale to
a) all payments intended for abroad, which do not arise from imports,
b) all transactions in foreign currencies between residents or between residents and non-residents, and
c) the retention of foreign currencies by residents.

3. In our view, the provisions of Article 39 do not apply to ONUC. The United Nations, by virtue of its status under the Charter as an international agency consisting of sovereign member states, cannot be deemed to be a "resident" or "non-resident" within the meaning of local laws so as to be subject to local currency restrictions. This status of ONUC is recognized by the Agreement of 27 November 1961 with the Republic of the Congo. Particularly relevant in this connection is Article 20 which provides :

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"The funds, currencies and accounts of the United Nations are not subject to any financial control".

Accordingly, ONUC, in our view, is not subject to the provisions of Congolese law which require the prior authorization by the Banque Nationale to the making of any payment in foreign currencies.

4. As regards the personnel of ONUC, it appears that under Article 39 locally recruited non-residents may lawfully receive payment in foreign currencies from ONUC and retain such moneys without prior authorization by the Banque Nationale. Locally recruited staff members who are residents of the Congo, regardless of their nationality, are not entitled to retain foreign currencies without authorization by the Banque Nationale, despite the fact that such moneys may be received from ONUC. Unless therefore non-Congolese resident staff members are exempt by reason of privileges conferred upon them by the Status Agreement, we consider that they are subject to Article 39.

5. Under the Agreement, "officials" of the United Nations enjoy broader privileges than do "local personnel". In particular, "officials" of the United Nations are entitled to receive payment in foreign currencies by the terms of Article 22 which provides :

"In matters of foreign currency and exchange, officials in the service of the United Nations in the Congo enjoy the same facilities as officials of comparable rank belonging to diplomatic missions accredited to the Government".

"Local personnel", however, are not entitled to the privileges conferred by Article 22. Article 28 states :

"The privileges and immunities granted under the terms of the preceding articles do not extend to Congolese nationals or to other local employees who were subject to Congolese jurisdiction at the time of their engagement by the United Nations in the Congo".

It appears that locally recruited non-Congolese personnel were in general subject to Congolese jurisdiction at the time of their engagement by ONUC, since the only individuals in the Congo who were not subject to such jurisdiction were those entitled to diplomatic or similar privilèges and immunities.

We therefore are of the opinion that locally recruited non-Congolese personnel who are residents in the Congo are subject to the provisions of Article 39, and would be deemed to violate Congolese law by retaining foreign currency received from ONUC, without the prior authorization by the Banque Nationale.

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6. By décret-loi, dated 20 March 1961, the Government imposed a freeze on the prices of products and services. The décret-loi expressly provides, however, that its terms shall not apply to services performed under a contract of employment. Article 1 provides :

> "Au sens du présent décret-loi, on entend
> a).....
> b).....
> c) par "Services" toutes prestations, à l'exclusion de celles fournies en exécution d'un contrat de louage de services ou d'apprentissage".

Accordingly, the payment by ONUC of a non-resident's allowance to locally recruited non-Congolese personnel would not violate any law relating to the granting of wage increases.

7. The possibility exists, however, that the Status Agreement may contain certain limitations upon the rights of ONUC to grant a non-resident's allowance to locally recruited non-Congolese personnel. Section (b) of Article 27 provides :

> "Employment conditions for local personnel are established by the Special Representative of the Secretary-General; generally speaking, they shall be modelled, insofar as possible, after local practice".

An allowance by ONUC to the personnel in question which is based upon bonafide non-residence would not of course violate the terms of this Section. As we understand it, however, the contemplated allowance would be paid to <u>all</u> non-Congolese personnel, provided only that they had been locally recruited. Even individuals deemed by Congolese law to have been domiciled in and residents of the Congo would be entitled to the allowance. The nature and duration of the staff member's stay in the Congo prior to being engaged by ONUC would not be taken into account. We think it highly doubtful that a non-resident's allowance based solely upon the two factors of non-Congolese nationality and local recruitment can be deemed consistent with Government policy or modelled after local practice. Rather, we are inclined to the opinion that such an allowance might be considered as violating the Government policy and local practice of prohibiting non-Congolese employees from being granted unreasonably better conditions of employment than are provided to Congolese employees.

8. We have set forth above, as we see it, the provisions of law applicable to the payment of salaries and allowances to local employees of non-Congolese nationality. The gap, however, between the provisions of law and the observance of the law is so great in the Congo that we feel it essential to make certain observations on this subject.

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9. It is a matter of common knowledge that as regards skilled employees of non-Congolese nationality, the above noted rules are honored in privated industry more in the breach than in the observance. An indefinitely large number of such employees are receiving all or part of their salaries in foreign currencies. This is true of those who are residents as well as non-residents. Moreover, it does not appear that the Government has sought to enforce the currency control laws against any employer or employee.

10. This widespread, indeed, common practice of non-compliance with legal prohibitions is not limited to the payment of salaries to foreign nationals. In the field of housing accommodations, more and more tenants are being compelled, under threat of eviction, to pay their rent in U.S. currency. More generally, Congolese laws which imposed a freeze on the prices of products and services (including rent) have become, in point of fact, a dead letter. Almost daily, the local press reports great increases in prices, and complains of the failure of the Government to take any effective deterrent action.

11. From a legal point of view, it may be said that while private individuals do not of course enjoy any legal immunity for their acts of non-compliance, they do enjoy what may be termed a "factual impunity" in that, with the knowledge of the Government they are permitted to violate the law with impunity.

12. This situation creates serious difficulties for ONUC and its personnel. Skilled members of the local staff of non-Congolese nationality are willing to work for ONUC only on the condition that part or all of their salaries be paid in foreign currencies. Their position is that they are not prepared to observe local currency laws which are not enforced, but do wish to conform to local practices, according to which personnel of their calibre are paid in foreign currency. A somewhat analogue situation confronts many ONUC officials in respect of their housing accommodations. Local law prohibits a resident landlord from receiving rent from a tenant in foreign currency. Yet, the local practice is such that payment of rent in foreign currency is becoming more and more widespread. Hence, ONUC officials are confronted with the alternative of complying with the local law and thereby running the grave risk of not obtaining or losing their housing accommodations, or conforming with local practice and paying in foreign currency to ensure their having adequate housing facilities. As has been noted, ONUC, by virtue of its privileges and immunities, is not subject to the currency restrictions imposed by Congolese law. As a matter of policy, ONUC does not wish its own personnel to violate the law, and would not wish itself to enter into a transaction which it knows it is illegal for the other party to enter into. For the reasons set forth above, strict adherence to this policy by ONUC might very well jeopardize its operation in the Congo.

CT/bm

cc : Mr. Grunzweig
Mr. Urquhart
Miss Getarne

Mr. R. Grunewald, Deputy Chief Administrative Officer
C. Duff, Assistant Legal Adviser

Claims against ONUC by private individuals.

1. I am transmitting herewith a note verbale No 411 dated 2 February, 1962, together with 14 files on Belgian claims, which were given to me yesterday by the Belgian Chargé d'Affaires.

2. I take it to be the case that the Secretary of Claims Board will prepare a note verbale acknowledging the receipt of the Belgian note.

3. It will be appreciated if you will arrange to have the Claims Board returns to this office as soon as conditions permit the papers dealing with the Claim of Mr. Ragiwet since a law-suit on this matter has been instituted in Elizabethville.

4. As regards the reference to Mr. Kanakaratne in para V of the Belgian note, our reply should indicate that we have not received any new instructions from New York with regards to the handling of claims of private individuals .

CR/ml

cc : Mr. S.H. Ahmed, CAO
Miss N. Osborne, Chief of
Civilian Personnel

3 February 1962

Dear Gordon,

We would appreciate very much receiving your advice on a matter that has recently arisen relating to the privileges and immunities of ONUC officials.

A staff member with a grade of P-5 has requested that ONUC assist him obtaining "CD" plates for his privately owned automobile. His position is that by reason of the regulations issued by the Congolese Government, he is entitled to the privileges and immunities granted to diplomatic officials accredited to the Government, which includes the right to "CD" plates.

The regulations in question are contained in two Circulars of the Ministry of Foreign Affairs - Nos. 1 and 3, dated respectively 20 August, 1960 and 5 January, 1962 both entitled "Instructions régissant l'immigration dans la République du Congo". Copies of these Circulars are transmitted herewith. You will note from Circular No. 3 that Circular No. 2 has been cancelled.

Paragraph 29 of Circular No. 1 provides that a diplomatic visa shall be granted to diplomats of friendly and allied countries, and to high functionaries of international organizations upon the presentation of special passport. Paragraph 4 of Circular 3 specifies that the special visa will be granted to officials of P-4 and higher grades "quelque soit la nature du passeport dont ils sont détenteurs". We interpret these provisions to mean that ONUC officials of P-4 or higher grades, receiving a special visa, would be entitled to diplomatic privileges and immunities.

As you know our Status Agreement confers the same privileges and immunities on all "officials", without any difference being made on the basis of grade or other category, the only exception being the Special Representative/Head of Mission. The effect of the provisions set forth above, if we interpret them correctly, would be of course to entitle the higher officials to greater privileges than those allowed by the Agreement to officials below the grade of P-4. The question has been raised, therefore, as to whether as a matter of policy ONUC should permit such a differentiation.

./.

Mr. G. Wattles,
United Nations,
Office of Legal Affairs,
New York

The granting of greater privileges to a small number of senior officials might very well accentuate and bring into clearer focus, to the disadvantage of the Organization and officials below the grade of P-4, the fact that the privileges and immunities allowed to the latter category of officials are of a limited character. We are mindful of the fact, too, that the exercise of certain diplomatic privileges, for example, the refusal to accept legal process in an action for eviction from a housing accomodation, might have adverse effects upon the Organization and its personnel. Thus, landlords might become reluctant to lease accomodations to ONUC personnel out of fear, perhaps unjustifiable, that they may not have an effective remedy at law to enforce an asserted right against ONUC personnel. This would indicate, that if the granting of special privileges is permitted, it would be necessary for the Organization to maintain controls over their exercise by senior officials.

While Mr. Marcalla and I fully appreciate the possible disadvantages in permitting such a differentiation to be made among ONUC officials, we are inclined to the opinion that on the whole it would be to ONUC's advantage to allow its senior officials to enjoy diplomatic privileges and immunities.

We would be most obliged for your advice on this matter, and would appreciate in particular any information you might be able to provide as to UN practices in such matters in others areas.

Sincerely,

C. Taff
Assistant Legal Adviser

Mr. A. J. Bronsema, Chief Finance Officer
C. Taff, Assistant Legal Adviser

Exemption of ONUC Chartered Plane from Landing Tax.

1. We are returning herewith the letter of 9 January, 1962, of Air France, Brazzaville, (which was transmitted to us on 26 January, 1962, by Mr. Chauloff), wherein they request ONUC to intercede on their behalf to obtain reimbursement of CFA 6600 paid by their agent in Bangui as a landing tax in connection with a flight by a plane chartered by ONUC from Transair.

2. We find that the information contained in the letter of Air France of 9 January, 1962, is insufficient to enable us to give an opinion as to whether ONUC is entitled to exemption from the tax in question. By the terms of Section 7 (a) of the Convention of Privileges and Immunities, the United Nations, its assets, income and other property are exempt from all direct taxes. In order to determine whether an ONUC chartered plane is entitled to such exemption, it is necessary to review the Charter Agreement to ascertain whether it can be considered as a United Nations " asset" or " property " within the meaning of this Section. As the Agreement covering this plane is not available in ONUC, we are not able to make the necessary review. We would point out, however, that the mere fact that a plane is chartered by ONUC is not sufficient in and of itself, to entitle it to exemption from a landing tax as the Air France letter seems to indicate. For example, in a situation where ONUC charters a part but not all of a plane's capacity, as was recently done with Transair in another situation, it is very unlikely that the plane would be entitled to exemption. On the other hand, a plane chartered entirely by the United Nations for an extensive period of time, and carrying the initials UN on it, would in all likelihood be considered as entitled to exemption.

3. We think it advisable that you refer this matter to the Purchase and Transport Service in New York Hdqs for their consideration. We understand that they have in their files copies of all agreements entered into by ONUC for the charter of planes. In addition, the question of UN exemption from landing taxes has arisen in many areas, and in the interests of consistency, it would seem advisable to have the matter handled by New York Hdqs. The Purchase and Transport Service will no doubt wish to consult with the Office of Legal Affairs on this matter.

CT/el

Mr. B. Grunzweig, Deputy Chief Administrative Officer
C. Taff, Assistant Legal Adviser

I am transmitting herewith a letter, dated 23 January, 1962, from the Substitut du Procureur d'Etat, dealing with a motor vehicle accident which seem to have been caused by the negligence of an ONUC driver. I take it you will reply to this letter as appropriate.

CT/sl

30 January 22

1Lt. Colo. Kurokawaski, Chief of Military Information
Lt. Hurcible , Legal Adviser

CHAINSOW.

1. National Commission informs that it has completed yesterday its examination of Chainsow. Chainsow is therefore to be returned to MAJIL.

2. For necessary action, please.

[illegible]

29 January 2

To : Force Commander
Chief Administrative Officer

From : Legal Adviser

Subject : N'Djili Airport

I am transmitting herewith a copy of a letter from the Ministry of Foreign Affairs, number 134/0228/3.11, dated 8 January, 1962, dealing with the use and occupancy of certain installations at N'Djili airport .

As regards the legal aspects of the letter, the Government, as you know, is obligated under Article 24 of the Status Agreement to provide such premises, for camps and other installations as may be necessary to house ONUC personnel and offices and to permit it to carry out its functions. Accordingly, ONUC is not obligated to vacate any of the installations in question unless the Government first offers equally suitable facilities. In the event the premises are vacated, consideration should be given to the question as to whether the Congolese authorities should be requested to to defray any costs of removal since such a move would be made at Government's request.

I take it that you will wish to communicate with the Government on the above questions, as well as on the other matters discussed in the Government's letter - in order to work out a practical arrangement for the future use of N'Djili installations, and the maintenance of liaison with Government officials.

CT/sl

COPIE

L.M. / CK No 134/ 0228 /.311

REPUBLIQUE DU CONGO

Ministère des Affaires Etrangères

Le Ministère des Affaires Etrangères de la République du Congo présente ses compliments à Monsieur le Chargé de la Mission des Nations Unies au Congo et a l'honneur de lui exposer ce qui suit :

Le Ministère des Communications et Transports du Gouvernement attire l'attention sur ce que certains de ses services ainsi que la Compagnie nationale " AIR CONGO" auraient un besoin urgent de certains locaux occupés par l'ONUC à l'aérodrome de N'Djili. Il s'agirait ici tout particulièrement des locaux du Bloc technique, actuellement occupés comme dortoirs et bureaux administratifs.

Le Ministère serait reconnaissant à Monsieur le Chargé de la Mission de vouloir bien envisager l'évacuation de ces locaux dans un délai raisonnable. Le Ministère prierait le Chargé de la Mission de vouloir mettre en contact les responsables de l'ONUC avec Monsieur le Ministre des Communications et Transports pour le règlement de cette question.

Le Ministère souhaiterait que l'ONUC règle en contact avec le Ministère des Communications et Transports la situation des troupes et autres services des Nations Unies sur l'aérodrome de N'Djili. En effet, depuis la présence de l'ONUC à l'aérodrome aucun arrangement pratique n'a été élaboré en ce qui concerne l'occupation des locaux ou terrains en général. Le Ministère croit qu'un tel arrangement pourrait être fait en vertu des articles 24 et 25 de l'Accord de statut.

Vu le nombre important de réclamations de la part des autorités de l'Aérodrome, le Ministère souhaiterait, si cela n'avait pas encore été réalisé, qu'une forme pratique de la liaison étroite préconisée par l'article 42 dudit Statut, soit également mise sur pied entre le Commandement de l'aéroport et les responsables de l'ONUC.

Le Ministère des Affaires Etrangères saisit cette occasion pour renouveler à Monsieur le Chargé de la Mission des Nations Unies au Congo l'assurance de sa haute considération.

Léopoldville, le 8 janvier 1962

A Monsieur le Chargé de la Mission
des Nations Unies au Congo
LEOPOLDVILLE

CONFIDENTIAL

29 January 2

Mr. S. Habib Ahmed, Chief Administrative Officer
Z.F. Marcella, Legal Adviser

I note that on 27 January, 1962, the Deputy CAO addressed a memorandum dealing with claims arising from Katanga hostilities to various officials, including Mr. G.Pagnanelli as " Legal Officer". Inasmuch as Mr. Pagnanelli is no longer connected with the office of the Legal Adviser, I think it essential that his title be changed so as to avoid any possible misunderstandings .

CT/sl

Mr. B. Grunzweig, Deputy Chief Administrative Officer
C. Taff , Assistant Legal Adviser

Claim from Sabena Refund for Custom Duty.

1. With reference to your memorandum of 29 January, 1962, I shall be glad to help draft a reply to Sabena with regard to their claim for reimbursement of custom duties paid by them to the Government .

2. As I stated to you in my memorandum of 8 January, 1962, I have never seen the file on this case, as the papers have at all times been in the custody of the Legal Adviser. If you will let me have the file, I shall review the background material in order that we may jointly prepare a draft for the consideration of the CAO.

CT/sl

27 January 1962

Mr. CC Timbrel, Deputy Chief Administrative Officer
C. Taff, Assistant Legal Adviser

Diplomatic status of ONUC Personnel

With reference to our conversation of 25 January with regard to the memorandum of Mr.R.H.Ardill to Mr. P.C. Terenzio, dated 17 January, 1962, it is not fully clear to us whether diplomatic visas which the Government has announced would be issued to ONUC officials of P.4 and higher categories will relate only to the entry into and the departure from the Congo, or whether such visas will have the effect of granting full diplomatic status to the ONUC officials concerned. In view of the particular importance of this matter to ONUC and its personnel, we intend to take up the question with New York Headquarters. I shall advise you of our opinion at a later date.

cc : Mr.S. Habib Ahmed
Mr. Ardill

CT/ sl

24 January 2

Mr. E.A. Alexandrou, Chief Building Management
C. Taff, Assistant Legal Adviser

Attempted arrest of Civilian Congolese in Royal Building

1. As you know, Congolese Police Officials attempted on 16 January, 1962, to arrest a civilian employed in the Royal Building by the owners. This action by the Police was in violation of the Status Agreement which provides that the HQ of ONUC shall be inviolable.

2. We are therefore considering the submission of a protest to the Congolese Government because of the violation of the Agreement. In order that we may have all the pertinent facts before us, it will be appreciated if you would communicate at earliest possible date with Mr. Trenteseaux and obtain from him a written statement setting forth all the informations he may have with respect to the attempted arrest on 16 January.

CT/sl

Memorandum To The File

Subject : Attempt by Congolese Authorities to Arrest Private Citizen in Royal Building.-

1. On 16 January, 1962, a Congolese Gendarme accompanied by a representative of the Parquet Judiciaire entered the Royal Building for the purpose of arresting, one Dimba Baptista. According to information provided to the Security Section, Mr. Baptista is a chief of an Angolan tribe, which is seeking to obtain independence for Angola by peaceful means. He is presently a refugee from Angola and is employed by the owners of the " Royal " as concierge, not by ONUC.

2. The Congolese officials did not request any ONUC official for authority to enter the building, and went through various parts of the building, including parts occupied exclusively by ONUC, in their attempt to make the arrest. Mr. Baptista, however, was not apprehended. When the Chief of Building Management learned that the Congolese officials had entered the building for the purpose of making an arrest, he notified the Security Section, which then saw to it that the Congolese officials immediately left the building. Signed statements on this incident were given to the Security Section by Security Officer G.A. Claude, Mr. Alexandrou, Chief Building Management, Mr. Baptista, and Mr. Trenteseaux , owner of the Royal .

3. When the foregoing information was brought to the attention of the Legal Adviser, he considered whether a protest whould be sent to the Congolese Government as the action of the Congolese Officials was in flagrant of Article 24 of the Status Agreement which provides that UN Hdqs shall be " inviolable " and " subject to the exclusive control and authority of the United Nations ".

4. It appeared from the reports submitted on this incident that considerations of a political character were involved in the attempt to arrest Mr. Baptista. In order to make certain that a protest by ONUC against the violation of the Status Agreement by the Congolese officials would not result in the persecution of Mr. Baptista, the Legal Adviser requested that further information as to the political aspects of the matter be obtained from Mr. Trenteseaux and the Security Section. Mr. Trenteseaux indicated that he was most reluctant to become involved in the matter, and refused to provide the information requested. The Security Section was unable to provide any information on this aspect of the matter. In view of this lack of essential information on this aspect of the matter, it was decided not to protest against the

.../..

Congolese Government against the attempt to arrest Mr. Baptista in the " Royal Building ". However, the Legal Adviser repeated instructions to Chief Security Officer not to admit into the Royal Building any local police officers or officers from the Parquet unless authorization to such entry was duly obtained.

cc : Dr. Linner
Mr. Ahmed
Chief Security Officer

CT/sl

ROUTING SLIP

rec'd 11.30 22/1

TO

Mr. Marcella
Legal Adviser.

| | | | |
|---|---|---|---|
| | APPROVAL | | NOTE AND RETURN |
| | SEE ME, PLEASE | | YOUR COMMENTS |
| | YOUR SIGNATURE | | YOUR INFORMATION |
| | NOTE AND FILE | | FOR ACTION |

| DATE | FROM |
|---|---|
| 22-1. | Abdou |

O/UC SECURITY SECTION

INVESTIGATION UNIT

REPORT

FILE No. _____ Date: Jan. 19th., 1962

To : Chief Security Officer

From : Georges A. Claude Invest Officer

Subject : Attempted arrest of Civilian Congolese in Royal Bld.

Ref:

1.- At 1100 hrs., Jan. 16th., 1962, Congolese Gendarmerie attempted to arrest a Congolese civilian employed by the owner of Royal Bldg., in the rear hallway of the building. S/O Soucy intercepted the Gendarmerie Officers and I proceeded to investigate the matter.

2.- S/O Soucy, was interviewed and attached as annex "A" is a signed photostat copy of his statement which is self-explanatory.

3.- I, then interviewed E. Alexandrou, Chief Building Management, who was the first person approached by the Congolese Gendarmerie at 1030 hrs., Jan. 16th., 1962.

PSR First

According to Mr. Alexandrou statement, a representative in civilian clothes of the Congolese Parquet Judiciaire and a uniformed member of the Congolese Gendarmerie, presented themselves in his office at "G4" without any U.N. laisser-passez, and asked to see Mr. Batista. Mr. Alexandrou, told them that Mr. Batista was not available at the moment and that he would get in touch with Mr. Trenteseaux, representative of I.C.O., who own the Royal Bldg., and informed him that Mr. Batista was wanted at the Royal Bldg. The Gendarmes then left the office of Mr. Alexandrou. About half an hour later as Mr. Alexandrou was also leaving his office by the rear door which opens in the hallway, he immediately noticed the two Congolese officers were keeping watch on his office rear door.

DIARY DATE

Mr. Alexandrou immediately informed Security of the matter and S/O Soucy took the necessary steps immediately to have those Gendarmes removed from the Royal Bldg.

At 1130 hrs., Mr. Trenteseaux came to Mr. Alexandrou's office and explained that Mr. Batista would not come to the Royal Bldg., as he was a refugee from Angola and also belonged to an association in Leopoldville whose aims was to free Angola by peaceful means. A signed photostat statement attached to this report as annex "B" was obtained from Mr. Alexandrou.

4.- At 1105 hrs., Jan 18th., 1962, Mr. Dimba Batista Manuel, Royal Bldg., Capitan for the owners was brought to the security office by Mr. Alexandrou, where a signed statement was obtained from him. Photostat copy of this statement which was taken in French, is attached to this report as annex "C". This statement is also self-explanatory.

CONCLUDED/

Georges A Claude

ANNEX "A"

STATEMENT OF:

REGT'L NO:

ONUC 'I' CARD NO: 2807

NAME: R SOUCY

RANK: S/O

UNIT: Security Office

NATIONALITY : Canadian

TIME: 0820 hrs

DATE: 18 Dec 62

PLACE: Royal Bldg

TAKEN BY : S/O G Claude

BEGINS:-

At about 1045 hrs, 16 Jan 62, a Nigerian Police came to me at the Security Office and stated that a Congolese Gendarmerie was in the hallway of the Royal Bldg and wanted to arrest a Congolese civilian. I then went into the hallway and requested the Gendarmerie to accompany me to the Security Office. He then informed me that he wanted to arrest Mr Batista, employed as Chief electricien at the Royal. I checked with Mr YAMIN, Local Personnel Officer, who informed me that Mr BATISTA was not employed by ONUC but a contracter. I returned to the Security Office where I informed the Gendarmerie that Mr BATISTA was not employed by ONUC and furthermore The Royal Bldg and compound was international territory and that if he wanted to arrest anybody he would have to wait until he left these premisses. The Gendarmerie then left.

R Soucy

R Soucy S/O

ANNEX "B"

STATEMENT OF:

REGT'L NO: _____ TIME: _____

ONUC 'I' CARD NO: _____ DATE: JAN 17. 1962

NAME: ALEXANDROU E. PLACE: _____

RANK: _____ TAKEN BY : GEORGES A. CLAUDE

UNIT: _____

NATIONALITY : GREEK

BEGINS:-

At about 10.30 HRS Tuesday Jan. 16. A representative of the Sûreté Judiciaire came to my office wanting to see Mr. Batista. I told him that this man was working for the owner of the building and that I had no control over this Mr. Batista but if he would get in touch with Mr. Trentesaux representative of S.C.O. he would be able to contact Mr. Batista for him.

They left my office by the front door but a few minutes later going in the back of my office I saw this representative of the Sûreté with a Gendarme were watching my office's rear door. I come to security office and explain the case to S/o Lowey who took the matter in hand.

At about 11.30 HRS same date Mr. Trentesaux came to my office explaining that Mr. Batista was a tribe chief in Angola who are seeking to gain there independence by peaceful means and for that reason Angola is pressuring the Congolese Authorities to help apprehend this Mr. Batista. After this conversation I reported all the facts to C.S.O. Mr. S. Tomalin who promised to see the U.N. Political advisers and inform him of this matter.

Later Mr. Tomalin, advise me, though there is no lay down procedure for such cases, the political adviser was going to look into the case and in the meantime Batista could remain in the basement of U.N. Bldg.

Claude

ANNEX "C"

STATEMENT OF:

REGT'L NO: _____ TIME: 11.05 HRS.

CNUC 'I' CARD NO: _____ DATE: JAN. 18 - 1962

NAME: DIMBA BAPTISTA MANUEL PLACE: H.Q. ONUC

RANK: BUILDING CAPITAN TAKEN BY : S/O GEORGES. A. CLAUDE

UNIT: _____

NATIONALITY : SAN SALVADOR

BEGINS:-

Je DIMBA BAPTISTA MANUEL, déclare que je suis conseiller à l'Albanie des Kongolais d'expression Portugaise. Cette association a pour but la libération des territoires Portugais sans violence.

Vers le 29 Octobre 1961, nous avons une réunion pour vérifier les affaires internes de l'association. A cette réunion le Comité exécutif de cette association a été révoqué pour insuffisance professionnelle et mauvaise conduite.

Le lendemain soir le 30 Octobre 1961, la Jeunesse de notre association, alla de leur propre initiative et sans aucun ordre du Conseil, chez le secretaire révoqué et prirent de force, une armoire contenant tous les dossiers officiels de notre association. Alors le secretaire porta plainte auprès des tribunaux locaux de vol par violence car en plus des documents l'armoire contenait une somme de dix milles francs.

~~Et~~ J'appris alors que tous les conseillers qui avaient participés à la réunion qui révoqua le Comité Exécutif de notre association, étaient censés être arrêtés dans un proche avenir et expédiés à la prison commune de Makala sans aucun jugement.

Déjà quatres autres conseillers ont été arrêtés, ce sont NUNEZ ENRIQUE, (3 MOIS) - NUNEZ PEDRO (3 MOIS) GARCIA ENRIQUE (SECRETAIRE-GENERAL ELU) - FUTULU FERNANDEZ (2 SEMAINES) et ont été emprisonnés sans aucun jugement.

Le 15 Janvier 1962, la Gendarmerie Congolaise, vint au Bopal avec l'intention de me mettre sous arrêt et alors j'ai été me cacher dans la cave du Bopal où je suis resté caché toute la journée

- ugnée

SOCIETE IMMOBILIERE
AFRICAINE DE CONSTRUCTION
I.C.O.
S. C. A. R. L.
R.C. LEO 1103
B.C. 936.892

Léopoldville, le

B.P. 448
Tél. 2312

1.A.7/15

# N O T E

DIMBA BAPTISTA

Monsieur DIMBA BAPTISTA est au service de notre firme et de nos firmes précédentes depuis 1939.

Monsieur DIMBA a été employé en qualité de capita maçon pendant plus de 20 ans.

Au point de vue professionnel, nous n'avons que des éloges à faire à son égard.

Sa conduite pendant son service a également toujours été irréprochable.

Léopoldville, le 27 janvier 1962.

I. C. O.

C. 79363

le 23 janvier 1962

INTER-OFFICE MEMORANDUM

A : Monsieur Z. Marcella

De : J. Poujoulat

... Ci-joint un original et deux copies d'un rapport adressé au Premier Ministre et au Dr. Linnér, par la Commission d'enquête de Kindu.

Je pense qu'il serait bon d'envoyer l'original de ce rapport - qui ne porte aucune date du reste - au Premier Ministre avec une lettre de couverture appropriée.

Le rapport devrait être également cablé au Secrétaire Général et, si la suggestion faite par la Commission mixte au dernier paragraphe de sa page 1 est à retenir, il serait également bon d'en discuter avec le Commandant de la Force des Nations Unies.

5388/NGL/bm

C/ADM/610

22 January 2

Chief Administrative Officer
Chief Procurement Officer

Transair DC6 Chartered under Special Arrangement for Flight 22 December 1961

Referring to your memo dated 16 January, after investigation and consultation with the Legal Adviser the following are the conclusions reached:

(a) The seating capacity of the DC6 is of 71 seats out of which only 60 were reserved for ONUC in accordance with the agreement with Transair.

(b) Transair under the agreement were therefore free to use the remaining 11 seats.

(c) Transair states that only 9 out of the 11 seats were used and their crew or guests had to leave behind some of their baggage.

(d) Attached is Transair statement concerning this particular flight.

Under the circumstances it is felt that Transair fulfilled their arrangements and that they were not obliged by any clause of the agreement to surrender to ONUC any of their unused crew seats.

Attachment

cc. Mr C. Toff ✓

File

18 January 2

Lt. Col. N. Borchgrevink, Chief Military Information
Z. Marcella, Legal Adviser
Suspected mercenaries held at military camp - Leopoldville

Attention: Major S.H. Hasan

1. In confirmation of our telephone conversation:

1. New York Headquarters have informed us of their decision to release Bettendorff.

2. For necessary action please.

c.c. Dr. Linner
ZM/mb

Mr. K.H. Englund, Civilian Affairs Officer in Stanleyville
Z. Marcella, Legal Adviser

I would appreciate it if you would be kind enough to hand to Mr. Enafla the attached informal note which was received from the United Kingdom Mission at New York Headquarters ~~the note~~ containing certain information on the Kindu incident which has been sent to the UK Mission by their people in Usumbura. Although the note does not seem to contain anything that the Commission does not already know we are forwarding it for all useful purposes.

ZM/mb

Le 19 janvier 1962

Monsieur,

J'ai l'honneur de vous informer que vos lettres en date du 30 décembre 1961 adressées à certains membres de notre Organisation leur demandant d'évacuer leurs appartements dans l'immeuble du Cinquantenaire, m'ont été soumises.

Le 27 novembre 1961, les Nations Unies et la République du Congo ont conclu un accord relatif au statut de l'ONUC et de son personnel au Congo. Cet accord prévoit que lorsque la responsabilité civile d'un fonctionnaire est en cause en dehors de ses fonctions officielles, les Nations Unies useront de leurs bons offices pour aider les intéressés à obtenir un règlement de cette affaire.

En accord avec cette disposition, je vous informe par la présente que l'ONUC est prête à intercéder dans le désaccord survenu pour aider les intéressés à obtenir un règlement amical. Je vous prie de bien vouloir venir à mon bureau, no 610 au Royal, mardi matin le 23 janvier à 10.00 heures, pour discuter de cette affaire. Si cette heure ne vous convient pas, je me ferai un plaisir de vous réserver un autre rendez-vous selon votre demande.

B. Grunzweig
Chef adjoint des
Services administratifs

M. M. Buissoret
Immeuble Cinquantenaire
LEOPOLDVILLE

CT/mb

c.c. Mr. Grunzeig
Mr. Grindall

Au comité Consult

ORGANISATION DES NATIONS UNIES AU CONGO

UNITED NATIONS ORGANIZATION IN THE CONGO

BOITE POSTALE 7248
LEOPOLDVILLE
REPUBLIQUE DU CONGO
CABLE : ONUC. LEOPOLDVILLE

CO

**INTER - OFFICE MEMORANDUM**

ONUC/UNESCO/Note No. 573 — 17th January 1962

A : Mr. P.C. Terenzio, Chief of Unesco Mission

De : R.H. Ardill

Objet : Diplomatic status of ONUC Personnel.

I attach for your information a copy of a Foreign Affairs Ministry Communique which was published in "Le Courrier d'Afrique" on the 12th January, and wish to draw your attention particularly to Article 7 sub-para 4 (a) dealing with diplomatic visas for officials of P4 and higher grades. (There is something wrong, by the way, about the numbering of the paragraphs of this Article, but I quote them as they appear in the newspaper).

If I interpret the new regulations correctly, the issue of a diplomatic visa implies the grant of diplomatic status to ONUC officials of P4 and higher categories. If that is so, I should be grateful if you would now renew the request I made unsuccessfully last year to the Royal for a "C.D." plaque for my private car, D-3678. May I add that I consider that such a request should be made officially by the Organization on my behalf to the Congo Ministry of Foreign Affairs, and not left to myself as an individual to do. I am, of course, willing to pay for the cost of the plaque.

R.H. Ardill

R.H. Ardill

P.S. It may be necessary first of all to present one's V.N. Laissez-Passer (see the first para of Article 7) to the Foreign Affairs Ministry via ONUC. If you agree, I shall bring my Laissez-passer to the Semois.

Rard

voiture commandée en France
— formalités

Reçu 25 Janvier

COMMUNIQUE DU MINISTERE DES AFFAIRES ETRANGERES

LES INSTRUCTIONS REGISSANT L'IMMIGRATION DANS LA REPUBLIQUE DU CONGO

Le Ministère des Affaires Etrangères attire l'attention du public et des compagnies de transport sur les instructions en vigueur concernant l'immigration au Congo, contenues dans les circulaires nos 1 et 3 de ce Ministère, datées respectivement du 20 août 1950 et du 15 janvier 1962.

Nul étranger ne sera plus admis sur le territoire de la République à partir du 15 janvier 1962 s'il n'est muni des documents et visa requis pour pénétrer au Congo.

INSTRUCTIONS REGISSANT L'IMMIGRATION DANS LA REPUBLIQUE DU CONGO

La circulaire No. 2 du Ministre des Affaires Etrangères, en date du 20 octobre 60 ainsi que le supplément à cette même circulaire en date du 31 octobre 60 sont abrogés.

La circulaire No. 1 du 20 août 60 et les instructions ci-après régiront désormais l'immigration au Congo.

SECTION 1

Sous réserve de l'application des instructions détaillées figurent dans la circulaire No. 1 du 20 août 60 et de celles énumérées dans la présente, sont actuellement habilitées à délivrer des visas pour le Congo :

a) L'Ambassade du Congo à Bruxelles, l'Ambassade du Congo à Belgrade, la délégation permanente du Congo auprès de l'ONU à New-York.

b) Les missions diplomatiques et consulaires de la République tunisienne dans les pays suivants : Allemagne Fédérale, Arabie Séoudite, Autriche, Danemark, Espagne, Finlande, France, Ghana, Grande-Bretagne, Irak, Italie, Liban, Libye, Maroc, Norvège, Pays-Bas, Portugal, Suède, Soudan, Turquie.

c) Les compagnies de transport sont responsables vis-à-vis du gouvernement de la République du rapatriement et de l'entretien éventuel au Congo des étrangers qu'elles y auraient transportés si ces personnes n'ont pu établir, au départ, qu'ils étaient munis des documents et visas requis pour pénêtrer au Congo.

SECTION 2

En vertu de l'accord entre l'Organisation des Nations-Unies et le Congo, signé à New-York, le 27 décembre 61 les dispositions ci-après sont applicables aux membres de la force des Nations-Unies ainsi qu'aux fonctionnaires au service de l'Organisation des Nations-Unies au Congo.

Article 4

Les membres de la force sont dispensés des formalités de passeport et de visa ainsi que de l'inspection et des restrictions prévues par les services d'immigration, les fonctionnaires au service de l'Organisation des Nations-Unies au Congo et les membres de leur famille vivant à leur charge ne sont pas soumis aux dispositions limitant l'immigration et aux formalités d'enregistrement des étrangers.

.../...

Article 5

La première entrée des membres de la force dans le territoire de la République peut avoir lieu sur la base d'un ordre de mission militaire, d'une carte d'identité militaire nationale et des certificats de vaccination prescrits par les convocations internationales, par la suite, la carte d'identité personnelle qui leur sera délivrée sous l'autorité du représentant spécial du secrétaire général sera reconnue par toutes les autorités comme un titre d'identité valable et suffisant. Les membres de la force sont tenus de présenter sur demande leur carte d'identité mais non de la remettre.

Article 6

Le laissez-passer des Nations-Unies est reconnu et accepté comme un titre valable de voyage. Ce laissez-passer, ainsi que les cartes d'identité personnelles, délivrées aux fonctionnaires au service de l'ONU au Congo par le représentant spécial du secrétaire général seront reconnus par toutes les autorités comme un titre d'identité valable et suffisant.

Article 7

Les demandes de visas émanant des titulaires de ces laissez-passer et accompagnées d'un certificat attestant que ces fonctionnaires voyagent pour le compte de l'Organisation devront être examinées dans le plus bref délai possible.

b) Les mêmes facilités seront accordées aux experts et autres personnes qui, sans être munies d'un laissez-passer des Nations-Unies seront porteurs d'un certificat attestant qu'ils voyagent pour le compte de l'Organisation.

c) Les bénéficiaires des facilités mentionnées dans le présent article devront se munir des certificats de vaccination prescrits par les conventions internationales.

d) Au cas où les titulaires de laissez-passer, des experts ou autres personnes voyageant pour le compte de l'Organisation viendraient d'un pays où la présentation de la République du Congo n'est pas assurée ou si pour toute autre raison ils ne pouvaient obtenir de visa avant leur arrivée au Congo, ils pourront entrer sans visa et ce dernier leur sera délivré après leur arrivée par le Ministère des Affaires Etrangères.

4 a) Conformément au paragraphe 29 de la circulaire No. 1 des visas diplomatiques peuvent être accordés aux fonctionnaires étrangers de l'ONU du grade P4 (Administrateur de 1ère classe) et des grades supérieurs (PD-D2, D1, P5) quel que soit la nature du passeport dont ils sont détenteurs.

b) des visas spéciaux seront accordés aux fonctionnaires étrangers de l'ONU des grades inférieurs à P4 sauf si le passeport dont ils dont détenteurs est un passeport diplomatique, auquel cas, il leur sera délivré un visa diplomatique.

c) Le laissez-passer des Nations-Unies doit être revêtu du visa congolais dans tous les cas, ce document ne spécifiant pas la nationalité de son titulaire.

d) Le bulletin de renseignements expédié au Ministère des Affaires Etrangères à Léopoldville portera de manière apparente, la mention: fonctionnaire de l'ONU.

.../...

## SECTION 3

## VISA DE SORTIE ET DE RETOUR

5) Outre les visas énumérés dans la circulaire No. 1 un visa de sortie et de retour est délivré pour un ou plusieurs voyages et valable sept mois à dater de la première sortie qui doit avoir lieu dans un délais de trois mois, aux étrangers résidant au Congo et désireux de sortir du pays avec ou sans esprit de retour.

Au sens du présent paragraphe, il faut entendre par étrangers résidant au Congo des personnes établies d'une manière permanente, c'est-à-dire les étrangers à l'exclusion de ceux qui se trouvent dans le pays en vertu d'un visa de transit, de voyage diplomatique ou spécial.

Le visa de sortie et de retour est délivré aux étrangers résidant à Léopoldville au service de l'immigration de la ville de Léopoldville (Hotel de ville, Avenue Major Cambier) et à ceux résidant en dehors de la ville de Léopoldville, au bureau de l'immigration, 55 Avenue Lippens, Léopoldville-Kalina.

Le visa de sortie et de retour est accordé moyennant la présentation des documents suivants :

a) Un passeport en cours de validité.

b) L'attestation du vérificateur des impôts établissant que le demandeur est en règle au point de vue fiscal.

Le présent visa de sortie et de retour est également exigé des étrangers résidant au Congo et qui sortent temporairement du territoire en vertu d'accords particuliers actuellement en vigueur pour la circulation dans certaines zones frontalières.

La délivrance d'un visa de sortie et de retour donne lieu à la perception d'une taxe de 150 francs lorsqu'il s'agit d'un seul voyage et de 300 francs lorsque le visa est valable pour plusieurs voyages.

-:-:-:-:-:-

CONFIDENTIAL

10 January 2

Lt.-Col. L.N. Skern, Danish Liaison Officer
C. Taff, Assistant Legal Adviser
Illegal purchase of gold - Sgt. Jacobsen

1. I wish to inform you that the Ministry of Foreign Affairs has addressed a communication to ONUC in which they advised that a report had been received by the Congo Government which states that two ONUC officials and a Danish soldier, Sgt. Jacobsen, engaged in July 1961 in a transaction for the purchase and sale of gold, in violation of Congolese law. Pursuant to the terms of the Status Agreement between the United Nations and the Republic of the Congo, the Ministry of Foreign Affairs has provided ONUC with the evidence made available to it, and has requested ONUC to conduct an inquiry to ascertain all pertinent facts with the view to taking appropriate action against two ONUC employees. The Ministry of Foreign Affairs has not made any charge of any kind against Sgt. Jacobsen, nor has it requested that ONUC investigate into his reported purchase of gold.

2. On 7 October 1961, Mr. W. Gugelman, an ONUC employee, submitted a report to the Congolese Government in which it was alleged that a Mr. Byron Sygelakis, also an ONUC employee, had sold 150 grams of gold to him and an unspecified amount to Sgt. Jacobsen. According to Mr. Gugelman, the transactions took place on or about 10 July 1961 at the Kitona Base. Mr. Gugelman states that he personally did not witness the alleged sale by Mr. Syngelakis to Sgt. Jacobsen, but that he heard of it from one Mr. F. Crosara, also an ONUC employee at the Kitona base.

3. The foregoing account sets forth all the information that has been provided to ONUC with respect to the transaction in which Sgt. Jacobsen is said to have participated in. The report does not indicate his full name or the unit to which he was attached in Kitona, but indicates that he was connected with motor vehicle work at the base.

4. In order that ONUC may complete its inquiry into this matter, it would be appreciated if you would make the necessary arrangements to obtain from Sgt. Jacobsen a signed statement giving all pertinent information he may have with regard to any transactions for the purchase and sale of gold at Kitona. We are particularly desirous of ascertaining whether he at any time purchased any gold from Mr. Syngelakis and whether he has any information as to the alleged sale of gold by Mr. Sungelakis to Mr. Gugelman.

5. A copy of this memorandum is being sent to Chief of Military Personnel for appropriate action.

CT/mb
c.c. Chief Military Personnel
Miss Osborne

CANADIAN PROVOST CORPS

| | |
|---|---|
| Command PM | |
| File | |
| Date | |
| PM (Army) | |
| File | |
| Date | |

COMMAND ONUC CONGO UNIT ONUC MIL POL Coy

DETACHMENT C Pro C LEO DATE 18 FEB 62

DETACHMENT FILE G - 3 - 1 (CONGO)

Re: ALLEGED SALE OF GOLD BY MR BYRON SYNGELAKIS, ONUC CIVILIAN EMPLOYEE, KITONA BASE TO MR GUGELMAN, ONUC CIVILIAN EMPLOYEE.

References

1. On 12 JAN 62, a letter was received from Mr C.TAFF, Assistant Legal Adviser, in relation to the alleged procuring and selling of gold by persons employed at the ONUC Base at KITONA. A copy of the letter is attached as Annex "A".

2. On 25 JAN 62, ID No 55459 Sgt JACOBSEN PGA, was inter--viewed and copy of statement, given by him to his Commanding Officer, was received and is attached as Annex "B". In his statement and in the ensuing discussion, JACOBSEN admitted buying a substance, believed by him, to be gold. He bought it from a unknown Congolese who approached him, in relation to the sale, at the KITONA Base. The NCO stated that a Mr Byron SYNGELAKIS later told him that he, SYNGELAKIS, had bought gold from the same man while they were in BOMA.

P.C.R.

3. On 26 JAN 62, Mr GUGELMAN was interviewed but at this time a statement was not requested from him. In discussion, Mr GUGELMAN stated that SYNGELAKIS, on his return from trip to BOMA, sold him 150 grams of a substance, alleged to be 80% gold, for total sum of 3000 Congolese Francs.

4. GUGELMAN in mid JULY 1961, had an analysis made of the substance, by Mr BORGONOVO, an Italian Electrical Engineer in KITONA and it was stated to be 25% gold. He later become concerned about the legality of the sale and turned the gold over to Mr P MEDARD, Territorial Administrator at BANANA, on or about 7 OCT 61. A copy of his letter to Mr MEDARD, the original of which is receipted is attached as Annex "C".

5. GUGELMAN stated that a Congolese clerk to Mr SYNGELAKIS, a Mr BACHI, was a witness, present at the time of the sale of gold, by SYNGELAKIS to GUGELMAN.

6. On 31 JAN 62, Mr BACHI was interviewed but he denied ever having been a witness to such a sale and disclaimed any knowledge whatsoever of SYNGELAKIS possessing gold.

Diary Date

Nil

( Con'd .....)

CANADIAN PROVOST CORPS

Command PM
File
Date

COMMAND ONU CONGO UNIT ONUC MIL POL COY

PM (Army)

DETACHMENT C Pro C LEO DATE 18 FEB 62

File

DETACHMENT FILE G - 3 - 1 (CONGO)

Date

Re:

ALLEGED SALE OF GOLD BY MR BYRON SYNGELAKIS, ONUC CIVILIAN EMPLOYEE, KITONA BASE TO MR GUGELMAN, ONUC CIVILIAN EMPLOYEE.

(Page 2 )

References

7. On 31 JAN 62, Mr CROSARA, an employee at KITONA Base, was interviewed and he admitted having heard of the sale, from GUGELMAN, but could offer no further information other than hearsay. No statement was obtained from CROSARA.

8. On 1 FEB 62, Mr MEDARD, was visited and his signature, in receipt of the gold, verified. The substance has since been turned over to a local official at BOMA for safe keeping.

9. Several other of the personnel at the KITONA Base were interviewed at length and some admitted having heard of the sale, but had only heard of it from GUGELMAN.

10. It was noted that, invariably, all persons interviewed intimated a loyalty towards SYNGELAKIS, whom they liked and a degree of animosity towards GUGELMAN. whom they disliked. In view of the possibility of them having lied to aid SYNGELAKIS, they were re-interviewed and interrogated but to no avail.

R.C.R.

11. In summation, the following points are noted:

(a) Sgt JACOBSEN bought gold from an unknown Congolese in KITONA.

(b) He saw the man in BOMA and pointed him out to SYNGELAKIS.

(c) SYNGELAKIS later told JACOBSEN that he had purchased gold from the same Congolese in BOMA.

(d) GUGELMAN was in possession of gold.

(e) GUGELMAN stated he bought it from SYNGELAKIS.

(f) GUGELMAN turned the gold over to MEDARD.

(g) MEDARD turned the gold over to an official in BOMA.

12. No actual evidence, or witness, could be found to support the allegation, by GUGELMAN, that SYNGELAKIS had sold, gold to GUGELMAN. As SYNGELAKIS is not in the area, he has not been interviewed, nor a statement received from him, in relation to the allegation.

Diary Date

( Con'd....)

CANADIAN PROVOST CORPS

Command PM
File
Date

COMMAND ONU CONGO UNIT ONUC MIL POL COY

PM (Army)

DETACHMENT C Pro C LEO DATE 18 FEB 62

File

DETACHMENT FILE G - 3 - 1 (CONGO)

Date

Re: ALLEGED SALE OF GOLD BY MR BYRON SYNGELAKIS, ONUC CIVILIAN EMPLOYEE, KITONA BASE TO MR GUGELMAN, ONUC CIVILIAN EMPLOYEE.



References

13. In view of the fact that there is no evidence to substantiate the allegation, made by GUGELMAN after some considerable delay, no further investigation will be undertaken by this office.

CONCLUDED

( S P JAMIESON )
Captain
Deputy Provost Marshal

INDEX

P.C.R.

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| 3. | C | Letter of Mr GUGELMAN | - 1 |

Diary Date

( C O P Y )

ANNEX "A" TO
G - 3 - 1 (CONGO)
DATED 18 FEB 62.
10 January 1962.

CONFIDENTIAL

To: Lt. Col. L.M.Skern, Danish Liaison Officer

From: C.Taff, Assistant Legal Adviser

Subject: Illegal purchase of gold - Sgt Jacobsen

1. I wish to inform you that the Ministry of Foreign Affairs has addressed a communication to ONUC in which they advised that a report had been received by the Congo Government which states that two ONUC officials and a Danish Soldier, Sgt. Jacobsen, engaged in July 1961 in a transaction for the purchase and sale of gold, in violation of of Congolese law. Pursuant to the terms of the status Agreement between the United Nation and the Republic of the Congo, the Ministry of Foreign Affaird has provided ONUC with the evidence made available to it, and has requested ONUC to conduct an inquiry to ascertain all pertinent facts with the view to taking appropriate action against two ONUC employees. The Ministry of Foreign Affairs has not made any charge of any kind against Sgt Jacobsen, nor has it requested that ONUC investigate into his reported purchase of gold.

2. On 7 October 1961, Mr Gugelman, an ONUC amployee, submitted a report to the Congolese Government in which it was alleged that Mr Byron Syngelakis, also an ONUC employee, had sold 150 grams of gold to him and an unspecified amount to Sgt. Jacobsen. According to Mr Gugelman, the transactions took place on or about 10 July 1961 at the Kitona Base. Mr. Gugelman States that he peronaly did not witness the alleged sale by Mr. Syngelakis to Sgt, Jacobsen, but that he heard of it from one Mr. F.Crosara, also an ONUC employee at the Kitona Base.

3. The foregoing account sets forth all the information that has been provided to ONUC with respect to the transaction in which Sgt Jacobsen is said to have participated in. The report does not indicate his full name or the unit to which he was attached in Kitona, but indicates that he was connected with motor vehicles work at the Base.

4. In order that ONUC may complete its inquiry into this matter, it would be appreciated if you would make the necessary arragements to obtain from Sgt. Jacobsen a signed statement giving all pertinent information he may have with regard to any transactions for the purchase and sale of gold at Kitona. We are particularly desirous of ascertaining whether he at any time purchased any gold from Mr. Syngelakis and whether he has any information as to the alleged sale of gols by Mr Syngelakis to Mr. Gugelman.

5. A copy of this memorandum is being sent to Chief of Military Personnel for approrpiate action.

( C O P Y )

ANNEX "B" TO
G - 3 - 1(CONGO)
DATED 18 FEB 62.

25 JAN 1962.

Sgt P. Jacobsen

Danish Contingent in Leopoldville

Congo

To: Lt Col E. Lorenzen, Danish Contingent Commander and LO

Subject: Illegal purchase of gold

1. At the end of June 1961 I in KITONA bought 150 grams of gold from a Congolese, I did not know that such a deal was forbidden.

2. Some time after Mr Byron Syngelakis(S) and I in BOMA met the same Congolese and I told Mr S that he was the man from whom I bought the gold. Mr S contacted the Congolese and bought some gold. I did not attend the deal and I don't know the amount and the price.

3. About any deal between Mr Gugelman (G) and Mr S I know nothing.

4. But I know that Mr G is angry with Mr S owing to the fact that Mr S transferred a jeep from Mr G to another man highter in rank.

5. Finally I want to inform you that the "gold" I bought aw was not gold.

Sgd. P.Jacobsen / Sgt.

096.2-95
25 JAN 1962

Danish ONUC Command
Leopoldville

CONFIDENTIAL

To: Mr. C.Taff. Assistant Legal Adviser
Ref: Your letter dated 10 January 1962 to Danish Liaison Officer.
To: Provost Marshal
Ref Verbal
From. Lt Col E.Lorenzen, Danish Liaison Officer

Forwarded with reference to above ref.

Sgd. E.Lorenzen

ANNEX "C" TO
G - 1 (CONGO) Dated
18 FEB 62.

Kitona, le 7 Octobre 1961

Monsieur l'Administrateur Territorial,

B A N A N A

Monsieur,

Je me réfère à l'entretien que j'ai eu le plaisir d'avoir avec vous le soir du 4 octobre et me permets - vu les circonstances - de vous soumettre ma plainte concernant le commerce illégal en or effectué par Monsieur Byron Syngelakis, fonctionnaire international ONUC, Base de Kitona au début du mois de juillet, tout en vous priant de prendre action immédiate.

En résumé, je vous confirme que 150 grammes d'or m'ont été vendus à CF 3.000 sous le prétexte d'une densité de 80%. Ayant aperçu peu après cet achat que la vente de ce métal est défendue par la loi congolaise, je voudrais vous remettre cet or à votre disposition en obligeant la personne en question de me rembourser le montant payé.

Une partie de cet or se trouve probablement encore en possession de Monsieur Syngelakis. Une autre partie a été vendue au sergeant danois Jacobsen, parti pour le Danemark entre-temps. Je vous prie de poursuivre cette affaire dans l'intérêt de la loi congolaise en signalant ce fait également au quartier général de l'ONUC à Léopoldville afin que cette personne soit punie en conséquence et si possible expulsée de l'ONUC.

Je vous remets à propres mains les 150 grammes dont il est question et vous demande de me donner votre signature sur la copie pour la confiscation de l'or qui se trouve en vos mains à partir de ce moment. Vous vous engagez aussi par votre signature de faire suivre cette plainte et cet or comme convenu et sans aucun retard à Boma pour la transmission à Léopoldville. J'attends de vous également - dans l'intérêt de la République du Congo et pour respecter les accords avec l'ONUC - que vous mettiez x fin aux marchés noirs pratiqués hors de la base jusqu'à présent (surtout Mr. Cox) et d'exiger le permis de circulation congolais des automobilistes civiles ou militaires de l'ONUC qui roulent à l'extérieur de la base.) Il est aussi entendu que vous soutenez mes arguments en ce qui concerne le matériel PX trouvé sur le territoire congolais par un témoignage loyal.

Dans l'attente de vous démarches rapides, je vous présente, Monsieur l'Administrateur, mes salutations distinguées.

legal

Confidential

5 March 2

Mr. B. Grunzweig, Deputy Chief Administrative Officer
C. Taff
Mr. W. Gugelman -Mr.B. Syngelakis.-

1. As you know, Capt.Jamieson has conducted an investigation into the charges made by Mr. W. Gugelman that Mr.B.Syngelakis has sold him 150 grams of gold in July, 1961, in Kitona.

2. This investigation was conducted persuant to a request by the Ministry of Foreign Affairs in the note verbale No.134/7447/C. 311 of 29 December, 1961. The Ministry based its request for an investigation by ONUC on the terms of Article 10 of the Status Agreement.

3. The report of Capt.Jamieson, dated 18 February, 1962 is transmitted herewith. It will be noted that due to the fact that Mr. Syngelakis is now employed in Stanleyville, Capt. Jamieson was unable to interrogate him. However, I interrogated Mr. Syngelakis in my office prior to his departure for Stanleyville, and he then denied ever having sold any gold to Mr. Gugelman.

4. The authority for making the final determination as to whether Mr. Gugelman and Mr. Syngelakis violated ONUC regulations and Congolese law by purchasing and selling gold, and if so the disciplinary action to be taken, rests of course with the Chief Administrative Officer. We would however wish to make some comments on the legal aspects of the case.

5. As regards Mr. Gugelman, he has admitted to having illegally purchased 150 grams of gold. There is therefore no question that he violated ONUC regulations which require respect for local law, and also violated the provisions of Congolese law.

6. As regards Mr. Syngelakis, there is the following evidence : a statement by Sgt Jacobsen that Mr. Syngelakis told him he had purchased gold, the charges by Mr. Gugelman and the fact that Mr. Gugelman did have 150 grams of gold in his possession, which he turned over to Congolese authorities. In our view, this evidence is sufficient to warrant a d finding by the CAO that Mr. Syngelakis is guilty of the charges made against him by Mr. Gugelman. It will be observed that Sgt Jacobsen has confessed that he illegally purchased gold. It therefore appears that he has no special motivation to make any false statements about Mr. Syngelakis. It is also to be observed that Sgt Jacobsen's statement corroborates the charges

.../..

Made by Mr. Gugelman, to the extent that the latter has stated that Mr. Syngelakis was in possession of gold. It is recognized that Sgt Jacobsen's statement may be proven to be untrue ; for example, further investigation may show that he is in fact biassed against Mr. Syngelakis, or perhaps his memory is mistaken. The burden, however, of disproving Sgt. Jacobsen's statement rests with Mr. Syngelakis and you may wish to consider having an ONUC official question him on this point in Stanleyville.

7. Under Article 10 of the Status Agreement, ONUC is required to consult with the Government as to whether it should institute its own disciplinary proceedings of whether the Government shall institute criminal proceedings. If the CAO makes a finding that Mr. Syngelakis did sell gold to Mr. Gugelman, he will no doubt arrange to have appropriate disciplinary steps taken against him rather than to allow the case to be submitted to Congolese criminal law. In our view, the CAO is not required by the Agreement to consult with the Congolese authorities as to what disciplinary steps should be taken, although, he may in his discretion take the matter up with them.

8. We would further add that no legal obligation exists on ONUC under the Status Agreement for ONUC to make available to the Congolese authorities a copy of Capt. Jamieson report. We would however see no legal objection to the CAO providing them with a summary of the report if he deems it advisable.

9. The file on this matter is transmitted herewith.

cc : Miss Osborne

Mr. B. Grunzweig, Deputy CAO
C. Taff, Assistant Legal Adviser
Sabena Claim - Indonesian watches

I wish here to put down for the record a summary of the conversation we had this morning regarding the subject claim. I understand that the Sabena claim was first presented to ONUC in June 1961 by a letter which is said to have been addressed to my attention. I told you that because the claim presented intricate questions of law relating to custom duties, I had immediately turned the papers over to the Legal Adviser for action, and never had anything more to do with the case. I asked you to call Mme Pêche to the office and question her on this matter. You did so and she fully confirmed all of the above statements and, as you know, I refrained from participating at all in your conversation with her. You agreed that the matter did require an opinion of the Legal Adviser and that no responsibility of any kind could be ascribed to me for the delay in the handling of this claim.

c.c. Mr. Ahmed
Mme Pêche

CT/mb