

Claims

c/ADM/633 - Property Survey Board - Minutes

24/01/1963 - 10/04/1963

PLEASE RETAIN
ORIGINAL ORDER

UN ARCHIVES

SERIES	<u>S-0731</u>
BOX	<u>15</u>
FILE	<u>4</u>
ACC.	DAG 13/1.6.1-0

Discussed by
ROUTING SLIP S. B.

TO

Mr. Marcella

on 25/1/63
631-200

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

For Survey Board

1630 Jan 28/63

DATE

FROM

Case ONUC SB/

ONUC 102 (S.4121) Pontiac 1956

ONUC owned, assigned to Headquarters Transport Unit, Elisabethville.

The above mentioned Pontiac was an ONUC rented vehicle since 20 October 1960. It became ONUC property on 31st July 1962 at a cost of 102,500 KF, i.e. \$ 2,052. It was on charge to the Headquarters Transport Unit, E'ville. During the incidents of September 1961, the vehicle disappeared. It was recovered later in a damaged condition. Some repairs were carried on at a cost of 4,710 KF by the Field Service Workshop.

The Senior Administrative Officer, E'ville, stated that the vehicle was only used in emergencies and that the cost of repairing it completely was not considered economical. During an EME technical inspection it was recommended that the vehicle be disposed of by sale.

On the basis of the evidence, the Board felt that no one could be blamed for the damage to the vehicle and it was recommended that vehicle ONUC 102 (S.412) Pontiac 1956, Starchief, Chassis No. 5,628,190, engine No. F 856 H 29 376, cost \$2,052, be disposed of by sale, and written off. The Board further recommended that the cost of repairs (4,710 KF) be absorbed by ONUC.

Case ONUC 88/ ONUC 649 VW car ONUC owned
assigned to H.Q. Sector I, then to Military
Information, Leopoldville.

This vehicle had been assigned to Major ELIJAH, H.Q. Sector I
in August 1961, then turned over to Major HASS, Military Personnel
in September 1961. It is noted that the car was not inspected
at the time of the hand over. When it was sent to the garage in
October 1961 some dents or minor parking scrapes were discovered.
Our efforts to trace an accident report remained fruitless and
both officers have been repatriated.

The estimated cost of repairing the ONUC vehicle was 4,300 francs.
Under the circumstances the Board felt there was no alternative
but to recommend that the cost of repairs (4,300 francs) be absorbed
by ONUC

Case ONUC 3/B

ONU 832 (8054) Since 1956, ONUC

owned, driven by Major Sawan Singh, (D. Company
Indian Dogra Battalion) Elisabethville, 11th
October 1961, 0730 hours.

when
The ONUC driver was moving from a parked position when
he collided with a civilian vehicle travelling on the same road,
in the same direction.

The Insurance Company was notified and, will cover the third
party's claim.

*repairs
correct
loss*
It is noted that the ONUC vehicle was seized by the Gendarmerie, from
the Verfaillie Garage, ~~fixing~~ during the incidents in December before
an estimate of repairs was made available. The damages, as
indicated on the Military Police report, are estimated by General
Services at 10,000 francs. It is noted also that the Chief
Administrative Office, Elisabethville, by memo of 31 August 1962,
requested that vehicle ONUC 832 be written off as it was never recovered.

On the basis of the evidence, the Board agreed that the ONUC
driver was to blame for the accident as he pulled from the kerb
when the roadway was not clear. The Board recommended that the
case be referred to the Force Commander for appropriate
disciplinary action. It was further recommended that the case be
referred to U.N. Headquarters, New York, for consideration of the
possible recovery of 10,000 K. francs from the Indian Government.
The Board also recommended that ONUC 832 (805H) Since 1958, engine
No. 1 446 177 Chassis No. 643 173, cost 77,000 K. frs. (81540)
be written off according to request made by the Senior Administrative
Officer, Elisabethville.

Case ONUC S/B ONUC 1070, VW bus, ONUC owned, driven
by Sgt. E. Vikberg, (Swedish UNAEB, Najili)
Leopoldaville, 17th October 1961, 1515 hours.

how
The ONUC driver was proceeding on Ave. General OLSEN very
closely to a civilian vehicle. As this vehicle swerved right,
the ONUC vehicle failed to avoid a collision.

The estimated cost of repairing the ONUC vehicle was 4604
francs. The Insurance Company was notified.

gross
On the basis of the Military Police report, the Board agreed
that the ONUC driver ~~xx~~ was to blame for the accident as he was
extremely negligent and inattentive in the handling of his
vehicle by driving too closely to the civilian vehicle.

The Board recommended that the case be referred to the Force
Commander for appropriate disciplinary action. The Board
further recommended that the case be referred to U.N. Headquarters
New York, for consideration of the possible recovery of the
cost of repairs (4,604 francs) from the Swedish Government.

Case ONUC S/B ONUC 1108, Thames bus, ONUC owned
driven by Pt. Homray, Gurung, (Indian 3/1 Gorkha
Rifles) Elisabethville, 19th October 1961, 1500 hrs.

As the ONUC driver was proceeding on the road from the
Lido, he slowed down on approaching a bend but he failed to
control the vehicle which overturned.

The estimated cost of repairing the ONUC vehicle was
14000 K francs.

On the basis of the Military Police report, the Board
agreed that the ONUC driver was to blame for the accident as
he did not have control of his vehicle while negotiating a turn.

The Board recommended that the case be referred to the
Force Commander for appropriate disciplinary action. It was
further recommended that the case be referred to U.N.
Headquarters New York for consideration of the possible
recovery of the cost of repairs (14,000 K francs) from
the Indian Government.

Case ONUC S/B

ONUC 2192, Willys Jeep, ONUC

owned, driven by Sepoy Mohammad NAZIR (Pakistani,
787 Pak.Indep.Coy) Leopoldville, 14th October 1961
1800 Hrs.

The ONUC driver was proceeding South on Ave. Leopold III
At the intersection with a secondary road a civilian vehicle,
ignoring the stop sign, crossed Ave. Leopold III and hit the
ONUC vehicle.

The estimated cost of repairing ONUC 2192 was 900 francs.
The Insurance company is attempting to recover the cost of repairs
from the third party.

On the basis of the Military Police report and of the
proceedings in a Court of Inquiry, the Board agreed that the
civilian driver was to blame for the accident as he failed to
stop prior to entering a main thoroughfare violating a stop
sign.

ONUC absorbs cost of repairs

Case ONUC S/B ONUC 2273, Willys Jeep, ONUC owned
driven by Sgt. LEPPANEN (Danish Military Police) and
ONUC 2279 Willys Jeep, ONUC owned, Leopoldville
1st October 1961. 0400 hours.

The driver of ONUC 2273 was coming up from the parking area in the cellar of the Military Police building. As he turned right to go up the ramp, he lost control of his vehicle and hit parked vehicle ONUC 2279 which struck the balustrade.

The estimated cost of repairing ONUC 2273 was 1,200 francs.

On the basis of the Military Police report, the Board agreed that the driver of ONUC 2273 was to blame for the accident as he lost control of his vehicle. The Board recommended that the case be referred to the Force Commander for appropriate disciplinary action. It was further recommended that the case be referred to U.N.

Headquarters, New York, for consideration of the possible recovery of the cost of repairs (1,200 francs) from the Danish Government.

X

Case ONUC 3/E ONUC 3098. Willys Jeep, 1 ton pick up
ONUC owned, driven by J.B. Leblanc (ICAM, International
Staff) Albertville, 19th October 1961, 1845 hours.

As the ONUC vehicle approached a bridge near the airport the driver applied his brakes to avoid a pedestrian. The front wheel jammed, pulling the vehicle to the left where it struck the railing and it rolled down the embankment.

The cost of repairing the damaged vehicle was estimated by EME at 1500 CF. The vehicle was not repaired following the accident. When an inspection was carried out by M/Sgt A.H. Jensen of EME, on 25th May 1962, it was found stripped of most of its parts and accessories. EME records indicate that the vehicle was on charge to the Indian Brigade, Albertville. On 5th June 1962, by memo HQ ONUC (Logs) 101/1, the Chief Logistics Officer recommended that the vehicle be disposed of by cannibalization or local auction as it was considered beyond economical repair.

On the basis of the proceedings of a Court of Inquiry and of the Deputy Provost Marshall's opinion, the Board agreed that the ONUC driver was to blame for the accident as he was travelling too fast for road conditions, and he was not in control of his vehicle. It was recommended:

- (a) that the ONUC driver be assessed 750 CF (50%) towards the cost of repairs for which he was responsible.
- (b) that vehicle ONUC 3098 1 ton pick up, Willys Jeep 1960, chassis No. 13154, engine No. T 131, cost \$ 2750, be written off as the Senior Staff Officer, EME advised by memo HQ ONUC (Logs) 4634 EME, that it had already been cannibalized.
- (c) that the case be referred to U.N. Headquarters, New York for consideration of the possible recovery of the cost of the vehicle (\$2750) from the Indian Government.

Case ONUC 55/

ONUO LE 6485, Landrover, Property

of the Nigerian Contingent, driven by ASP Esien J.

Esiet (Nigeria Police Contingent) Leopoldville

25 September 1961, 1950 hours.

The Contingent vehicle was parked on Ave. Baudouin when it struck by a civilian bus with trailer.

The Contingent vehicle was repaired at a cost of 3,800 CF. The Insurance Company had little hope of recovering the cost of repairs as an estimate was not provided in due time to the third party.

On the basis of the Military Police report, the Board agreed that the civilian driver was to blame for the accident as he was negligent in the handling of his vehicle. The Board felt there was no alternative but to recommend that the cost of repairing ONUO LE 5485 (3,800 CF) be absorbed by ONUO

Case ONUC SB/

UNUC LE 8247, Landrover, Contingent owned
driven by Cpl Akinola, Salu (Nigerian Police) Leopoldville
21 Sept. 1961, 1500 Hours.

As the contingent driver was proceeding on a street near the
Memling Hotel, a civilian vehicle left its parking space and hit the
Contingent vehicle.

The Contingent vehicle was repaired at a cost of 3,050 francs.

On the basis of the Military Police report the Board agreed that
the civilian driver was to blame for the accident as he was inattentive
when turning out from the curb into traffic. It is noted that there is
little chance to recover the cost of repairs from the civilian driver's
Insurance Company, as they were not given the chance to examine the
vehicle. The Board felt there was no alternative but to recommend that
the cost of repairing UNUC 8247 (3,050 francs) be absorbed by UNUC

21m

ROUTING SLIP

TO

Mr Marcella, Room 631

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

45th Meeting

A further draft (final I hope) of the theft at Goma case.

If you have any points to discuss please bring them up at today's meeting in order that this can be finalized.

DATE

27/3/63

FROM

Secretary
Property Survey Board

Field Office.

by the ONUC Security Section

As a result of the investigations carried out, the main facts can be summarised as follows:

- a) Mr. Rottke Meyer handed over the key of the safe to Mr. J. Wood on the 13th October 1962, following the latter's assumption of the responsibilities of Administrative Officer at Goma on 23 September.
- b) Mr. Wood entrusted the key of the safe to Mr. Albanis on 19 October 1962. The latter returned it again to Mr. Wood on the 20 October 1962.
- c) Mr. Wood misplaced this key which had no duplicate. He only noticed its disappearance on the 23 October 1962. A search to find the key (lasting two days) was unavailing.
- d) The theft of monies from the safe probably occurred between the 20 October and the 5 November.
- e) At the time of the theft the safe was believed to have contained the following sums of money:

1.	C.Frs. 43,200	Petty cash
2.	C.Frs. 44,745	Balance placed in the safe by Mr. Albanis
3.	C.Frs. 24,000	Envelope marked "J. Wood"
4.	C.Frs. 27,952	Petty cash - Responsibility of Mr. Wood
5.	C.Frs. 16,820	Petty cash in Manda France
- f) The contents of the safe are not contested by Mr. Wood although he did not verify them at any time.

- c) the safe was taken to the "Unity Repair Works" at Kampala
by Messrs Victor and Knust and was forced open on the 5th
h) when the safe was opened, only an envelope belonging to Mr.
Wood which contained 24,000 Congolese Francs was found.

The Board noted that:

- a) As there was no Finance Officer stationed at Goma, Mr. Wood,
the Administrative Officer was responsible for the safe keeping
of ONUC CASH BROS.
- b) The contents of the safe appear not to have been counted on
handover
- i) From Mr. Scott Mayer to Mr. Wood on 13 October 62
ii) From Mr. Wood to Mr. Albanis on 19 October 62
iii) From Mr. Albanis to Mr. Wood on 20 October 62
- c) No security measures were put into effect to ^{protect} ~~the safe~~
the safe immediately on discovery that ^{the key} ~~it~~ had been misplaced/
missed, ~~and the time the key to the safe was first missed.~~
- d) There was inconclusive evidence whether a UN representative
was present at Kampala at the time the safe was opened; Mr.
Victor was unable to give any details of the opening.
- e) No evidence was forthcoming that precise instructions had
been issued by Mr. Wood regarding precautions to be observed
at the time of opening of the safe.
- f) Mr. Wood had deposited a sum of 60,000 CF with the Finance
Office against any possible assessment by the Board.

The Board found that:

- a) In the period leading up to the discovery of the theft, both the control of the safe's contents and the control of the use of the safe key was extremely lax, for which Mr. Wood must bear prime responsibility.
- b) Instead of becoming party to this lax control, Mr. Albania, the Finance Officer in Bukavu, should have brought it to the attention of both Mr. Wood and the Chief Finance Officer. If, in accepting responsibility for the contents of the safe on 19 October 62, Mr. Albania had carried out the basic routine necessity of a cash count, the time of the theft might have been better established. Mr. Albania should have ensured a similar cash count on handing over the safe key to Mr. Wood on 20 October 62.
- c) Precautions taken to safeguard the safe after the loss of the key was known were the responsibility of Mr. Wood, the Administrative Officer, and that these are considered to have been inadequate. It was his duty to ask for a military guard to be made available from local military units and if this was refused, to seek higher authority in Leopoldville.
- d) Mr. Victor allowed the safe to remain unattended in the hands of the Company which had agreed to open it, for some hours, and that there is considerable doubt when the safe was first opened, and whether Mr. Victor was present at the time.

Explicit instructions should have been issued by Mr. Wood regarding safeguards to be observed at the time of opening.

Recommendations

- a) The Board found Mr. Wood's handling of the financial situation to be irresponsible together with the lack of security measures following the loss of the safe key. In some mitigation, it is noted that at the time of the loss, Mr. Wood, in addition to being Administrative Officer was also carrying out the duties of Procurement Officer, Civil Affairs Officer and Finance Officer to which no appointments had been made. The former Chief Administrative Officer, in recommending Mr. Wood for contract extension and promotion to P-3, referred to his proven capacity, devotion to duty and conscientiousness.
- b) The Board found that the conduct of Mr. Albanis in taking over control of the safe without verification of its contents falls short of the standards expected of an official employed to control cash transactions, and this should be brought to the notice of the Chief Finance Officer.
- c) While it is not abundantly clear precisely what instructions were given by Mr. Wood to Mr. Victor regarding the opening of the safe, the Board feels that Mr. Victor acted unreasonably in leaving the safe with the Company who were to open it, and who may therefore have opened it in his absence.
- d) The Judge Advocate General expressed a legal opinion which is

attached at appendix A.

- e) Mr. J. Wood requested that his letter addressed to the Chief Administrative Officer on 8 December 1962 noting the extenuating circumstances should be considered when assessing his responsibility in the case.
- f) The Board, taking into account the mitigating circumstances, recommends that Mr. Wood be invited to contribute 50% towards the loss incurred.

Appendix A to
Case No. OMUC/SB

1. The Administrative Officer at Goma was responsible for the office safe during the time in question.
2. Mr. Wood arrived on 23 September 1962 to take over the post of Administrative Officer. However, he did not check the amount in the safe nor the cash in the two envelopes which he brought from his predecessor in Leopoldville and placed in the safe. Furthermore, he did not take over the key until 13 October 1962 when his Administrative Assistant resigned from OMUC. Mr. Wood did not at any time check the contents of the safe, not even when the Finance Officer had free access to it on 19/20 October.
3. It is reported that the safe contained United Nations cash in the amount of \$2,310.90. Mr. Wood has not contested that the safe contained this amount of money even although he had not at any time checked the cash, but the investigation has revealed that the safe should have contained the above-mentioned sum.
4. The fact that the Finance Officer deposited a large amount of money in the safe does not reduce Mr. Wood's responsibility since he should have assured himself of the position and made arrangements to deposit the money in a bank if he felt that too much money was held in the safe.
5. If Mr. Wood failed to make a count of the money prior to the loss of the key he should be held fully responsible for the amount missing.

6. The fact that the key was missing cannot, as such, constitute responsibility for the loss of the money. Such a loss can occur to anyone but the responsibility depends upon the action taken when the key was lost.

7. It is reported by Mr. Wood that the first thorough search which was made for the key was after a lapse of two days from the time of the discovery of its loss. Mr. Wood had not made any arrangements for the security of the safe in spite of the fact that he must have been aware of the very great risk that anyone who had the key in his possession could open it with ease.

8. Carelessness may have been shown when the safe was brought to the repair shop at Kaspala and left without proper attention for several hours before it was opened in the presence of a United Nations official who had been asked by Mr. Wood to make arrangements for the opening of the safe.

9. Mr. Wood was responsible to the United Nations. If there is any negligence on the part of anyone else, a counter-claim could be raised against him by Mr. Wood.

However, when assessing Mr. Wood, the United Nations should take into consideration the following extenuating circumstances:-

(a) Mr. Wood had to perform many duties as Administrative Officer and was short-staffed.

(b) Mr. Wood was not a trained Finance Officer.

(c) It was under consideration at that time to post a qualified Finance Officer to Goma, with the result that this has now been done.

(d) Mr. Wood should have been provided with a duplicate key. Had this been done, he could at once have ascertained the amount of cash in the safe at the time of the loss of the key.

(e) Even if Mr. Wood was responsible for the safe when sending it to Kampala to be opened, shortage of time due to the presence of duties which prevented his personal supervision of the opening of the safe must be taken into consideration.

Having regard to the above-mentioned points, it is considered that Mr. Wood should not, ex gratia, be assessed by more than 50% against the loss of United Nations funds.

L/Cdr E. Lindblad
Judge Advocate General
UNSC Property Survey Board

ROUTING SLIP

TO

Mr Z. Marcella, Legal Adviser,
Room 631

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

45th Meeting (1st sitting)

Attached are summaries of cases to be reviewed at the next ONUC Survey Board meeting to take place at...3.30...p.m. on.....27th Mar....in Room 612, comprising:

- 10 recent vehicle cases
- old vehicle cases
- 5 miscellaneous
- 1 deferred case (ex 44th)

DATE

26/3/63

FROM

Secretary
Property Survey Board

Case No. ONUC/SB/

ONUC 15 MS 33, Ferret scout car

Property of the Malayan Government, driven by Tpr. RAMOO
Govindarajloo (1 Recce) and ONUC 15 MS 30, Ferret scout
car, Property of the Malayan Government, driven by Cpl.
PAUL (1 Recce), KIKUMBA 14 July 1962, 1030 hours.

As a result of heavy dust Ferret Scout ONUC 15 MS 33 struck Ferret
scout ONUC 15 MS 30 which had stopped on the roadside.

The Board noted that:

- (a) the estimated cost of repairing Ferret Scout ONUC 15 MS 33 was
4559 GP ;
- (b) there was no damage to ONUC 15 MS 30;
- (c) the Commanding Officer and the Brigade Commander assessed blame to
the driver of ONUC 15 MS 33;
- (d) he was ordered to pay Malayan \$50 towards the cost of repairs.

The Board agreed that the driver of ONUC 15 MS 33 was to blame for
the accident and recommended that the case be referred to U.N. Headquarters,
New York, for consideration to be given to the possible recovery of the
cost of repairs from the Malayan Government. (US. \$ 75)

Case No. ONUC S/B _____

UNUC 217, Opel, used by SOA.

The above mentioned vehicle was parked in the court of the Palais de la Nation. During a storm on 15 February 1963, a flagpole fell on top of the car damaging the roof to the extent of 7,300 GP. The Board noted that no report had been made to the Military Police and that the vehicle was parked in an authorized parking place and recommended that the case be referred to the Claims Board for a determination of the recovery of the cost of repairs from the Congolese Government.

be absorbed by ONUC

Case No. _____ OHUC 2/3

OHUC 394 Peugeot, OHUC Owned,
driven by MARIA Buey, (local)
Leopoldville 7 March 1963 at
8:00 hrs.

The OHUC driver stopped to give way to a vehicle coming in the opposite direction. A civilian vehicle ran into the back of the OHUC vehicle. The Board agreed with the findings of the Deputy Provost Marshal that the OHUC driver was not to blame and noted that the insurance company was endeavouring to recover the cost of repairs at 3,750 CF from the third party.

Case No. ONUC/SB/ ONUC RMA 453 Landrover, Contingent
owned driven by Lt. L. A. Chude Sokei (Nigerian, 1 30NR) and
ONUC 1433, Dodge, ONUC owned driven by Mr. Joseph Mares (WHO)
Luluabourg 12th May 1962, 0920 hours.

As the driver of ONUC 1433 was proceeding to the airport,
he slowed down in the middle of the road to pick up a colleague.
At that time vehicle ONUC RMA 453 coming at high speed behind,
hit ONUC 1433.

The estimated cost of repairing ONUC RMA 453 is 7515 CP.
ONUC 1433 suffered no damage.

The Military Police and a Court of Inquiry investigated the
accident. The Court, the Commanding Officer and the Brigade
Commander agreed that both drivers were to blame. It is noted
that disciplinary action was taken against Lt. L. A. Chude Sokei.
He was assessed £20 payable to his Unit for driving too fast and
too near the vehicle in front of him and failing to apply emergency
braking.

The Court recommended that

Mr. Mares be assessed \$60 as he failed to give a conventional
signal and stopped in the middle of the road to pick up a
passenger.

Case No. ONUC/..R/ ONUC 621 VS, ONUC owned, driven
by Sgt. M. Rodgers, (Irish, Military Information), Leopoldville,
6 January 1963, 1600 hrs.

The ONUC driver proceeded into an intersection without
giving way to traffic coming from his right thus causing a
collision with a civilian vehicle. The Board agreed with the
findings of the Deputy Provost Marshal that the ONUC driver
was to blame and recommended that this case be referred:

- 1) to the Force Commander for appropriate disciplinary
action.
- 2) to UN Headquarters, New York

for consideration of possible recovery of the cost of repairs
(\$4450) from the Irish Government. The Insurance Company
is compensating the third party.

Case No. ONUC/SB/ ONUC 644, VW car, ONUC-owned, driven by
August J. LINDBER (International staff) and ONUC 8344 Bedford,
ONUC-owned, driven by Pte. CIAMANA LEMUEL (Nigerian, 5 QONR)
Leopoldville, 7 July 1962 , 1010 hours.

Vehicle ONUC 644 struck ONUC 8344 which was parked in front of the
Transport office.

The estimated cost of repairing ONUC 644 was 3250 francs.

The ONUC driver admitted he was to blame and agreed to pay for the
damage.

The Board considered that the driver of ONUC 644 was to blame for
the accident and recommended that he be assessed ~~1625 francs~~ towards the
cost of repairing ONUC 644 (\$ 30).

12

Case No _____ ONUC 679, VW car, ONUC-owned, driven by
Sgt B.P. Dey (Indian, C-47 Squadron) and
ONUC 8351, Bedford bus, ONUC-owned, driven
by Boniface Ekofo (Congolese local employee),
Leopoldville, 2 November 1961, 0940 hours

As the driver of ONUC 8351 was backing into a parking space,
he hit vehicle ONUC 679.

The estimated cost of repairing ONUC 679 was 3,500 C.frs.

On the basis of the Military Police report, the Board agreed
that the driver of ONUC 8351 was to blame for the accident as he
proceeded to back up when unsafe to do so. It was recommended
that he be assessed ~~3,500 C.frs~~ towards the cost of repairs.

350 F

Case No. ONUC 8/B _____

ONUC 749 VW on charge to
Major Roosevelt between 3 October
1962 and 4 February 1963, Leo;

On 3 October 1962 ONUC 749 was issued to Major Roosevelt and signed for in perfect condition having just undergone complete renovation at Difco Garage. According to the damage and discrepancy report issued by HQ Transport Unit on 4 January 1963 the vehicle had sustained ^a considerable amount of damage. The vehicle was ^{used by} ~~issued to~~ Maj. Roosevelt, ^{Major} Lt. Richards and Mr. Rasthor. All three persons deny any knowledge of how the damage ~~it~~ occurred. Maj. Roosevelt's clerk alleges that ^{part} ~~of~~ of the damages occurred while the car was parked at N'djili airport on 2 January 1963. A Court of Inquiry was held ^{of the Court} and ~~was~~ ^{was} of the opinion that the Liberian Liaison Officer should be held responsible for the damages since he had evidently not followed standing orders with regards to care and operation of his vehicle. The Board recommended that the case be referred ^{to} ~~to~~ New York for consideration of the possibility of recovery of the cost of repairs (7331 UF) from the Liberian Government.

*to the Force Commander for appropriate
disciplinary action*

Case No. ONUC S/B

Damage to ONUC vehicles 320 Peugeot

760 VW, 775 VW, 1361 Peugeot pick up, 2189 Willys Jeep
7813 Mercedes, 7816 Mercedes, 7835 Mercedes, 7874
Mercedes, 7927 Mercedes.

The following 10 vehicles were damaged in unreported accidents.

ONUC 320 Peugeot. This vehicle was assigned to the Commanding Officer of the first Tunisian Contingent in the Congo.

ONUC 760, VW This vehicle was assigned to Captain G.B. GAUTHIER (Canadian Signals) who has left the Congo. No proper take over procedure was followed on his departure.

ONUC 775, VW In spite of many queries addressed to WHO, to which the vehicle was assigned, it was impossible to obtain concrete information regarding the damages sustained by this vehicle.

ONUC 1361, Peugeot pick-up. This vehicle was on charge to the Tunisian Brigade last year. Nothing is known about the accident and no information can be obtained as the Tunisian Brigade left the Congo.

ONUC 2189, Willys Jeep, 2 ton. EME was unable to find out when the accident occurred, and to which Unit the vehicle was allotted at the time.

ONUC 7813, Mercedes, 6 ton This vehicle was allotted to the 8th Ethiopian Battalion.

ONUC 7816, Mercedes 6 ton. This vehicle was allotted to the 25th Ethiopian Battalion.

ONUC 7835, Mercedes 7 ton According to EME, this vehicle was in 1960 and January 1961, allotted to the U.A.R. (Egyptian) Battalion located

in Limala-Gamena. It was left in the bush due to engine trouble and recovered later partly dismantled, then sent to Leopoldville by barge. As the Egyptian Battalion has been repatriated, EME is unable to provide any further information.

ONUC 7874, Mercedes 6 ton. This vehicle was assigned to the 14th Tunisian Battalion.

ONUC 7927, Mercedes, 6 ton. This vehicle was assigned to the 8th Ethiopian Battalion.

The Chief of General Services and the Senior Staff Officer, EME have exhausted all possibilities of providing accident reports or more information on the above mentioned vehicles. It is noted that drastic measures have been taken by the Chief Logistics Officer and General Services to reduce the number of unreported accidents.

The Board was of the opinion that the cost of repairing ONUC 775 (7,862 francs) and ONUC 2189 (16,467 francs) should be absorbed by ONUC, as it was impossible to assess further responsibility for these accidents. The Board further recommended that the cases of ONUC 320 (1,500 francs), ONUC 760 (5,331 francs), ONUC 1361 (28,264 frs) ONUC 7813 (18,729 francs), ONUC 7816 (52,186 francs), ONUC 7835 (51,061 frs) ONUC 7874 (10,430 francs), ONUC 7927 (23,386 francs) be referred to U.N. Headquarters, New York, for consideration of the possible recovery of the cost of repairs, from the respective Contingents Governments as they failed to report the accidents according to Logistics Standing instructions.

Cape No. OMUC 8/3 _____

OMUC 776 VR, OMUC owned, driven
by SO Claude Blais (international
staff member), Leopoldville
30Dec, 1962 at 20:30 hrs.

The OMUC driver blinded by the light of an on-coming
civilian vehicle applied his brakes but was unable to turn
left at the "T" junction which he was approaching and collided
with a tree. The Board noted that the matter had not been
reported to the Military Police and felt that his speed must
have been excessive for him not to have been able to stop
completely or for him not to have been able to turn to the
left or right of the "T" junction. It, therefore, recommended
that Mr. Blais be assessed at ⁴²⁰ \$50.00 CF towards the cost of
repairs of 9,745 CF.

Case No. ONUC/SB/

ONUC 882, Anglia, ONUC-owned, driven

by Fouad Y. HAJ ALI (International staff) Lululabourg,

26 June 1962, 1430 hours.

A Congolese military vehicle which the ONUC driver was attempting to overtake suddenly swerved left without signalling, and collided with the ONUC vehicle.

The Board noted that:

- (a) the estimated cost of repairing ONUC 882 was 21,615 francs;
- (b) the Deputy Provost Marshal assessed responsibility to the A.N.C. driver as he changed from right to left lanes without warning ;
- (c) the Insurance Company was unable to recover any of the damages from the A.N.C.

The Board agreed that:

- (1) the A.N.C. driver was to blame for the accident;
- (2) there was no alternative but to recommend that ONUC absorb the cost of repairs.

Case No. ONUC/SB/ ONUC 955, VW car, ONUC-owned, driven by
J./RETTENOSER (International Staff) Bukavu, 8 July 1962
20 hrs.

While the ONUC vehicle was parked on Ave. de l'Indépendance an unknown vehicle damaged its left rear wing.

The estimated cost of repairing the ONUC vehicle was 1,100 francs.

On the basis of the evidence, the Board agreed that the ONUC driver was not to blame for the accident. As the third party was unknown, the Insurance Company was unable to recover the cost of damages. The Board agreed there was no alternative but to recommend that the cost of repairs (1,100 frs.) be absorbed by ONUC.

Deferred from 44th unit

Case No. ONUC/SB/ ONUC 982, VW car, ONUC-owned, driven by
Major Inayat Ullah Khan (Pakistani, Pak. Ammunition Platoon),
Leopoldville 27 April 1962, 1145 hours.

The ONUC vehicle was attempting to pass a civilian vehicle when, without warning, the latter made a left hand turn and struck ONUC 982.

On the basis of the Military Police Report and of the proceedings of a Court of Inquiry, the Board agreed that the ONUC driver was free of responsibility.

On 2 August 1962 the Insurance Company paid ONUC 13255 C.Fr in settlement of their claim against the third party.

The Board recommended that the balance of the total cost of repairs (15934) be absorbed by ONUC.

Case No. ONUC/SB/

ONUC 1317, VN bus, ONUC-owned, driven
by L.KYRIACOV (International Staff) and ONUC 1752 Willys Jeep
ONUC owned driven by Sig.EK ASOKAN (Indian Signal Coy)
Leopoldville, 19 July 1962, 1145 hours.

The driver of ONUC 1752 stated that his vehicle was hit in the rear
by vehicle ONUC 1317 when he stopped to let oncoming traffic pass.

The driver of ONUC 1317 stated that his vehicle was struck by ONUC
1752 when the latter reversed instead of proceeding forward after he had
stopped.

The Board noted that:

- (a) the estimated cost of repairing ONUC 1317 was 4652 CF;
- (b) vehicle ONUC 1752 suffered no damage;
- (c) the Deputy Provost Marshal refrained from making an assessment of
responsibility in view of conflicting statements.

The Board agreed with the Deputy Provost Marshal that it was not
possible to determine who was to blame for the accident. Under the
circumstances it was recommended that the cost of repairs be absorbed
by ONUC.

~~SECRET~~
Case No. ONUC S/B

Damage to two ONUC-owned

vehicles Stanleyville.

ONUC 1510 (G.8.) VW car, ONUC-owned, assigned to ICAG Pool

On 4 February 1962, the vehicle had been parked in front of the DIFCO building, the windows had been closed and the doors locked. It was stolen during the night and found later on route d'Iture, in very bad condition, stripped of the four wheels and other spare parts. An investigation was carried out by the Military Police and the Congolese Police with negative results.

The estimated cost of repairing the vehicle was 12,427 francs.

ONUC 1511 (G.13) VW car, ONUC-owned, assigned to Civilian Pool.

On 28 March 1962, the vehicle had been parked in front of Headquarters building. During the night the locks were forced open, the vehicle was ^{involved} in an unreported accident by an unknown driver, then brought back to the parking space. The Military Police were notified but no information could be obtained on the accident.

The estimated cost of repairing the vehicle was 17,632 francs.

On the basis of the case file the Board felt there was no alternative but to recommend that ONUC absorb the cost of repairs of both vehicles (30,059 francs).

~~SECRET~~

Case No. ONUC S/B _____

ONUC 1517 VW, ONUC owned,
driven by P. Luont (international
staff member), Elisabethville
26 December 1962 at 22:15 hrs.

The ONUC driver failed to give the right of ^{way} ~~side~~ to a
civilian vehicle at an intersection. The Board found that
the ONUC driver was to blame for the accident as he had failed
to stop at a halt sign and recommended that he be assessed
at ^{\$700} ~~12500~~ ^(22,700 24) towards the cost of repairs to the ONUC vehicle.
The insurance company is compensating the third party.

Case No. ONUC S/R _____

ONUC 1922, Taunus SW, ONUC
owned, driven by Mr. J. Flad
(international staff member)
6 December 1962, 8:30 hrs.,
Bliesbathville.

The ONUC driver collided with a barrel while driving
through a road block. The Board noted that Mr. Flad was
not used to driving a right hand vehicle and recommended
that he be assessed at ^{62.00} ~~12.00~~ CF. towards cost of repairs
(4.000 CFM)

Case No. ONUC/SB/

ONUC 3032, Willys Jeep, ONUC-owned

driven by Sig. J.P.BRAUDRY (Canadian Signal Det.) Kamina

14 July 1962, 1630 hours.

The ONUC driver took a curve at too high a speed for road conditions. He lost control of his vehicle which fell into a ditch.

The Board noted that:

- (a) the ONUC driver was not in possession of a driver's licence;
- (b) he was on an authorized trip although he was inexperienced in driving jeeps;
- (c) the vehicle was not in perfect running order;
- (d) the ONUC driver was going too fast for road conditions;
- (e) a Board of Inquiry was held and disciplinary action was taken against him;
- (f) the estimated cost of repairing ONUC 3032 was 5250 CF.

The Board agreed that the ONUC driver was to blame for the accident and recommended that the case be referred to U.N. Headquarters, New York, for consideration of the possible recovery of the cost of repairs from the Canadian Government. (C \$85)

5250

Case No. ONUC/SB/_____ ONUC 3061, Willys Jeep, ONUC-owned,
driven by Lt. JOHNSON MACAULEY (Nigerian,
1 QONR) Luluabourg, 19 March 1962,
1030 hours

The ONUC-driver was making a left hand turn when the road was not clear of traffic, and his vehicle collided with a civilian vehicle.

The Board noted that:

- a) the estimated cost of repairing ONUC 3061 was 950 CF
- b) the Deputy Provost Marshal assessed responsibility to the civilian driver
- c) General Services assessed responsibility to the ONUC driver
- d) the Insurance Company is covering the claim of the third party.

On the basis of the case file, the Board agreed that the ONUC driver was to blame for the accident, and recommended that the case be referred to UN Headquarters, New York, for consideration of the possible recovery of the cost of repairs (950 francs) from the Nigerian Government.

Case No. ONUC 8/3 _____

ONUC 3109 Willys Jeep Pick-up,
ONUC owned, driven by M. Laurent,
ONUC Hospital (locally recruited
driver), Kamina, 24 December 1962,
14:15 hrs.

The ONUC driver when approaching a fork in the road at approximately 120 Kms. an hour decided too late to turn left and in swinging the wheel over lost control of his vehicle which struck a tree causing damage to the extent of 27,300 CF. The Board noted that a) the ONUC driver did not have a driving licence, was loaned the car by Maj. K.O. Jensen who had not asked to see the driving licence as he had the impression that Mr. Laurent was in possession of such a document; b) that the Base Military Police state that the driver was under the influence of alcohol at the time of the accident; c) that 2000 CF had already been withheld from the driver's salary towards the cost of repairs. The Board recommended that the Base Administrator at Kamina take no instruction to dismiss Mr. Laurent at any time in the past or if he will be at any time in the future, guilty of any form of offence. The Board recommended that the balance of the cost of repairs be absorbed by ~~the Government~~.

ONUC.

Case No. OHUC 5/A _____

OHUC 8242, Bedford Truck,

OHUC owned, driven by

Mwangala, Joseph, Kamina

Base, ~~25 January 1962~~

28/12/62

at 11:15 hrs.

The OHUC driver was following too closely behind the vehicle in front of him and when the latter stopped at the entrance gate of the HHS, he struck the right hand gate post whilst trying to avoid a collision. The Board agreed with the findings of the Base Provost Marshal that the OHUC driver was to blame and did not agree with the findings of the Kamina Property Damages Survey Board who stated that since the salary of the driver was extremely low it was impractical to charge him with the cost of repairs (13,500 CF). The Board recommended that the driver be assessed at 500 CF and that the balance be absorbed by the organization.

*toward the cost
of repair*

Case No. OMUC 8387, Bedford truck, OMUC-owned, driven by Albert Kimbinga (Congolese local employee), Leopoldville, 4 November 1961, 2000 hours.

The OMUC driver stopped on a main road and backed up in order to take a side road which he had passed. In so doing he struck a civilian vehicle which had stopped behind him.

The estimated cost of repairing OMUC 8387 was 1250 C.Fr. The Insurance Company was notified.

On the basis of the Military Police report, the Board agreed that the OMUC driver was to blame for the accident as he was negligent in the backing up of his vehicle. The Board recommended that he be assessed 120 C.F. towards the cost of repairs.

Case No. ONUC 8/3 _____

UNUC 8413 Bedford Truck, UNUC
owned, driven by Mucendo, Anselme
(locally recruited driver),
Leopoldville, 27 December 1962
at 06:30 hrs.

The UNUC vehicle was struck at an intersection by
a civilian vehicle which had failed to give it the right
of way. The Board agreed with the findings of the Deputy
Provost Marshal that the UNUC driver was not to blame and
noted that the insurance company was endeavouring to recover
the cost of repairs (8,550 GP) from the third party.

Case No. CHUC 9/B _____

CHUC
CHUC 8563, Citroen, /owned,
driven by R. Salvadore
(international staff member)
1 Dec 1962 at 1400 hrs.

The CHUC vehicle was struck whilst parked in an authorized parking place by a civilian vehicle which was backing up. The Board agreed with the findings of the Deputy Provost Marshal that the CHUC driver could not be held responsible for the accident and noted that the insurance company was negotiating to recover the cost of repairs of 1,450 OF from the third party.

Case No. ONUC/33

Loss of 21 drums of aviation gas 100/130

at Albertville.

A consignment of aviation gas was received at Albertville on 5 July 1962 and placed in wagons on the railway siding near the old airport which was left unguarded.

On 9 July 1962 8 drums were found missing by one of the labourers who reported the theft to the Labour Officer. On 10 July 1962, 13 more drums were found to be missing.

The surrounding area was searched by the Congolese police who found tracks made by barrels which had been rolled near the edge of the lake. 2 barrels were found in the fish market by a Movement Control representative who was told by the Civilian police to deliver them to the police station. He was given no receipt and they were never retrieved.

A Court of Inquiry investigating the case found that nobody could be held responsible for the loss owing to the lack of a proper guard at the railway siding. It noted that the theft should have been reported to Movement Control on 9 July by the Labour Officer, so that Movement Control could have taken proper measures to prevent the further loss on 10 July.

The Board noted that the Court of Inquiry had recommended immediate provision of a guard at the railway station to avoid further losses.

The Board recommended that ONUC records be adjusted to reflect

the loss of 21 drums of Aviation gas valued at \$737.50.

The Board further recommended that the case be referred to Headquarters, New York for consideration of the recovery of the sum of \$15.00 representing the value of the 2 barrels kept by the police, from the Complesse Government.

Case No. ONUC/33

Damaged to ONUC by agents villa Bukavu

As per 60/V 28 contract the villa of Mr. Varianoff was rented by ONUC-Bukavu on 15.2.61.

It was occupied by ONUC Military Personnel for the periods as under:

5 Bn QORR	from 15.2.61 to 31.5.61	106 days
2 " "	" 1.6.61 to 4.8.61	<u>85</u> "
		<u>171</u> "
6th Bn Royal Malay Regt	from 5.8.61 to 13.3.62	221 "
7th Bn Royal Malay Regt	from 14.3.62 to 21.8.62	<u>161</u> "
		382 "

The Board noted that the estimated value for loss/damage to the premises amounting to C.fra. 72,710 (\$1136.09) was paid to the landlord in full and final settlement of his claim.

The Board recommends that the indemnity suffered by ONUC be charged to the Contingents' Governments according to the respective periods of occupation:

5 and 2 Bn QORR	Period 171 days	\$ 351.30
6 and 7 Bn MSP	" 382 "	\$ 734.79

27m

ROUTING SLIP

TO

Mr Marcella, Room 631

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

45th Meeting (2nd sitting)

Attached are summaries of cases to be reviewed at the next Property Survey Board meeting to take place at 4.00 p.m. on Friday 29 March 1963, consisting of:

19 vehicle cases

1 miscellaneous case

DATE

28/3/63

FROM

Secretary
Property Survey Board

Case No. ONUC/SB/

ONUC No. nil, VW bus, ONUC-owned, driven

by Sebastien YABA (Congolese local employee) Leopoldville,

31 July 1962, 1345 hours.

As the ONUC vehicle was being towed out of DIFCO garage into the street, it struck a parked civilian vehicle:

The Board agreed that:

- (a) the ONUC driver was not in possession of a driver's licence and he was not an experienced driver;
- (b) he had been instructed by S/Sgt. M.HOFF (Norwegian, M.P. Sec. ATB) to drive the ONUC vehicle;
- (c) the ONUC vehicle suffered no damage;
- (d) the estimated cost of repairing the civilian vehicle was 12,505 CF;
- (e) the Insurance Company refused to cover the claim of the third party as the ONUC driver was not in possession of a driver's licence.

On the basis of the Military Police report, the Board agreed that:

- (1) the ONUC driver was to blame for the accident and recommended that he be assessed 500 CF.
- (2) there was no alternative but to recommend that the cost of repairs of the civilian vehicle be absorbed by ONUC;
- (3) the case be referred to the Force Commander for appropriate disciplinary action against S/Sgt. M.HOFF as he used a driver who was not in possession of a driver's licence.

The Chief Logistics Officer recommended by memo HQ ONUC (LOGS) 4634-SME dated 5 December 1962 that vehicle ONUC 230 be sold as is and where is, because it is considered beyond economical repair.

The Board noted that:

- a) the vehicle ^{has been} ~~was~~ on record to Civil Administrator, Goma, since 1 April 1962.
- b) it was in perfect condition at that time when taken on charge by the Administrative Officer.
- c) the car has been driven by fourteen drivers or more.
- d) the sale of ONUC 230, recommended by the Chief Logistics Officer, has been approved by the Chief of Transport and Communications.
- e) the Administrative Officer, Goma, pointed out that the purchase of a non-robust-type vehicle for use on the bad Goma roads was inadvisable and that for a considerable period ONUC 230, Opel, was the only running transport in Goma.

Under the circumstances the Board agreed that it was impossible to assess responsibility to anyone in particular and recommended that ONUC 230, Opel 1960, chassis No. 111 261 641, engine No. 150 568 321, inventory value \$1050, be sold as is and where is,

and written off as recommended by the Chief Logistics Officer
and the Chief of Transport and Communications.

Case No. ONUC/SB ONUC 612, VW car, ONUC-owned, assigned to Lt. Colonel Teghegn Negga (Ethiopian Military Operations), Leopoldville, 6 August 1962.

On the morning of 6 August 1962, the driver of ONUC 612 noticed that the right front mudguard of his vehicle had been damaged while the vehicle was parked either outside the Otraco Guest House or in the parking lot of the Royal.

The Board noted that:

- a) the estimated cost of repairing ONUC 612 was 10,338 C.F.
- b) the Deputy Provost Marshal refrained from making an assessment of responsibility.
- c) ONUC 612 was on charge to Major Bhalla (Indian, Military Operations) between November 1961 and July 1962 and to Lt. Colonel T. Negga (Ethiopian, Military Operations) during July and August 1962.
- d) besides the damage caused by the unknown car to the right front mudguard (1900 C.F.), the estimate shows unreported damages for an amount of 8438 C.F.

Based on the case file the Board agreed that:

- 1) it was impossible to determine who was responsible for the damages to the ONUC vehicle.
- 2) there was no alternative but to recommend that ONUC absorb the cost of repairs.

Case No. ONUC/SN/ ONUC RNA 632, Landrover, Property of the Nigerian Government, driven by Pte Sala Numan (Nigerian, 4 CONR), Bulabourg, 30 July 1962, 2030 hours.

As the Contingent driver turned into the airport road, he was blinded by the lights of a civilian vehicle, coming from the opposite direction and he collided with the vehicle.

The Board noted that:

- a) the estimated cost of repairing ONUC RNA 632 was 8906 ON.
- b) the Insurance Company will cover the damages to the third party.
- c) the Deputy Provost Marshal assessed responsibility to the Contingent driver as, according to his own statement, he was on the wrong side of the road.
- d) a Court of Inquiry was held on 31 July 1962. In the opinion of the Brigade Commander, the Contingent driver was to blame for the accident and disciplinary action was taken against him.

The Board agreed that the Contingent driver was to blame for the accident and recommended that the case be referred to UN Headquarters, New York, for consideration to be given to the possible recovery of the cost of repairs, from the Nigerian Government. (8906 ON)

Case No. ONUC/SB/ ONUC 1073, VW bus, ONUC-owned, driven by
S/Sgt. M. Hoff (Norwegian EME Section, Ndjili) Leopoldville
29 June 1962, 1810 hours.

A PMC vehicle struck the ONUC vehicle which was parked on the side of the road. Two passengers had remained in the vehicle and the lights had been left on.

The Board noted that:

- (a) the estimated cost of repairing ONUC 1073 was 5432 C.frs.
- (b) the Military Police found that the condition of the brakes of the PMC vehicle was very poor and that the vehicle had no headlights;
- (c) the Insurance Company was unable to recover the cost of repairs from the third party;
- (d) the Deputy Provost Marshall assessed blame to the PMC driver.

The Board agreed that the ONUC driver was free of responsibility and that there was no alternative but to recommend that ONUC absorb the cost of repairs. (5432 C.F.)

Case No. ONUC/SB _____

ONUC 1087 VR, bus, driven by

Tambwe, Beniface ^{longless} ~~readily~~

~~local employee~~
recruited staff member --

~~Cong. class~~), Elisabethville,

29 November 1962, 20:05 hrs.

The ONUC driver lost control of his vehicle when he made a sharp left turn at too high a speed. The vehicle turned over on the side causing damage to the extent of 16,286 KF. The Board agreed that the ONUC driver was to blame and noted that he had been discharged from his duties with ONUC. It therefore recommended that the cost of repairs be absorbed by the Organization.

Case No. OHUC/SE _____

MC 1125, Dodge truck,
Contingent owned, driven
by Malik Kul Bahadur (Indian
Indep. Bde), Elizabethtown,
8 February 1963, 16:10 hrs.

The OHUC vehicle was struck at an intersection by a
civilian vehicle which refused it priority. The Board agreed
that the OHUC driver was not to blame and noted that the insurance
company was negotiating the recovery of the cost of repairs
(\$6,825.00) from the third party.

Case No. ONUC/SB _____

ONUC No. 1255 Taurus Bus ,

ONUC owned, driven by Kalenga,

long-term local employee
Ngwevu (~~long-term~~ *long-term* driver,

~~Congolese~~), Elisabethville, 21

December 1962, 13:00 hrs.

The ONUC driver lost control of his vehicle when he attempted to take a turn at too high a speed. The vehicle overturned causing damage to the extent of 12,895 CF. The Board agreed that the ONUC driver was to blame and recommended that he be assessed at ~~45~~ ^{10,000} CF towards the cost of repairs, the balance to be absorbed by the Organization. The Board noted that the ONUC driver was intoxicated at the time of the accident and further recommended that the possibility of his termination be examined by the Chief Administrative Officer.

Case No. ONUC/507/ ONUC 1320, VW pick up, ONUC-owned, driven by Pte J. Cloutier (57 Canadian Signal Unit), Leopoldville, 5 July 1962, 0200 hours.

The ONUC driver was proceeding on Ave Kabinde when his vehicle went off the road, fell into a ditch and overturned.

The Board noted that:

- a) the trip was not authorized.
- b) two eye witnesses stated that the ONUC driver was travelling at very high speed.
- c) the Commander, 57 Canadian Signal Unit, directed
 - a) that disciplinary action be taken against Pte Cloutier by his Squadron Commander.
 - b) that Pte Cloutier bear the cost of repairs (35,463 CF)
- d) the sum of 35,463 CF was deposited in the ONUC bank on 21 January 1963 against receipt No. 96039
- e) the Deputy Provost Marshal also assessed responsibility to the ONUC driver.

Based on the case file the Board agreed that Pte Cloutier was to blame for the accident as he was driving too fast for road conditions.

Case No. ONUC S/B

ONUC 1771, Willys Jeep,

ONUC owned, driven by Sepoy M. BALDRAH (No. 3)

*Indian, ONUC
315 hrs. disp. Log*

Supply Depot

W. Indian Bde, Luluabourg, 29 January 1962,

1630 hours.

As the ONUC driver was attempting to overtake a Congolese military truck, he was forced to swerve right to avoid two cyclists coming from the opposite direction; he lost control of the vehicle which collided with the military truck and then overturned.

It is noted that the cyclists, the ONUC driver and his passengers were hospitalized.

The estimated cost of repairing the ONUC vehicle was 26,880 C francs. The Insurance Company was notified and will cover claims from the third parties.

On the basis of the Military Police report, the Board agreed that the ONUC driver was to blame for this accident, as he attempted to pass a second vehicle when the way ahead was not clear. The Board recommended ~~that the case be referred to the Force Commander for appropriate disciplinary action. It was further recommended~~ that the case be referred to U.N. Headquarters, New York, for consideration of the possible recovery of the cost of repairs (26,880 C.frs) from the Indian Government.

Case No. ONUC/SB/ ONUC 1821, Dodge pick-up, ONUC-owned, driven by
Dr. R/L.MANNING (WHC) Luluebourg, 2 July 1962, 2015 hrs.

As the ONUC driver was attempting to turn the vehicle around, one of the front wheels was caught into a ditch which caused damage to the spring.

The estimated cost of repairing the vehicle was 4,000 francs.

The Board agreed with the opinion of the Deputy Provost Marshal that the ONUC driver was to blame for the accident.

It was recommended that he be assessed ^{\$35}~~2,000~~ francs towards the cost of repairs to the vehicle.
\$120.00

Case No.ONUC/SB/

ONUC 2158, Willys Jeep, ONUC-owned, driven by

Ac.K.D.JOSHI (Indian, Canberra Sqn) Kamina, 18 July 1962,

1930 hours.

The ONUC driver used the accelerator instead of the brake and lost control of his vehicle which smashed into a wall.

The Board noted that:

- (a) the estimated cost of repairing ONUC 2158 was 5400 of
- (b) the driver of ONUC 2158 had written permission from his superior officer to use the vehicle, although he had no licence and had only recently learned to drive;
- (c) the Kamina Survey Board endorsed the opinion of the Military Police that this accident was the result of lack of experience in driving;
- (d) they referred the case to the Base Commander and his Legal officer for decision;
- (e) the Base Commander and his Legal Officer assessed blame both to the ONUC driver and to his superior officer . They recommended that each one pay one fourth of the cost of repairs.

Based on the opinion of the Base Commander and of his Legal officer, the Board agreed that the ONUC driver and his superior officer were at fault. It was recommended that the case be referred to U.N.Headquarters, New York for consideration to be given to the possible recovery of the cost of repairs from the Indian Government.

Case No. ONUC/SB/ ONUC 2243, Willys Jeep, ONUC-owned driven
by Hav.T.B.MATHENW (Indian, 365 Coy ASG) Leopoldville,
5 June 1962, 1714 hours.

A civilian vehicle proceeding on a major road hit the ONUC vehicle which had stopped at the intersection to let the traffic pass.

The Board noted that:

- (a) the estimated cost of repairing ONUC 2243 was 6000 GP;
- (b) the Deputy Provost Marshal assessed blame to the civilian driver as he struck the ONUC vehicle, he did not stop after the accident until he was forced to do so, and he declined to make a statement.
- (c) A Court of Inquiry was held on 21st June 1962. The Court, the Commanding Officer, and the Force Commander considered that the civilian driver was to blame;
- (d) according to the Congolese Police report, the ONUC vehicle had advanced too far into the main road thus creating a traffic hazard; he was to blame for the accident;
- (e) under the circumstances the Insurance Company was unable to recover the cost of damage.

Based on the case file the Board agreed that:

- (1) the ONUC driver was free of responsibility
- (2) there was no alternative but to recommend that ONUC absorb the cost of repairs. (G. W. C. C.)

Case No. ONUC/SB _____

ONUC 2309 Willys Jeep,

ONUC owned, driven by Capt.

57 Can Sig Unit
G. Reid, Leopoldville, 10

December 1962, 11:30 hrs.

The ONUC driver failed to yield the right of way to a civilian vehicle at an intersection. The Board agreed with the findings of the Deputy Provost Marshal and the proceedings of the Court of Inquiry that the ONUC driver was guilty of negligence and recommended that the case be referred to New York for consideration of the possibility of recovery of the cost of repairs (\$5,938.00) from the Canadian Government. The Board noted that an administrative deduction of \$50.- had been made against Capt. Reid on the instruction of the Commanding Officer of the 57 Canadian Signals Unit.

Case No. ONUC/SE/ ONUC 3086, Willys Jeep, ONUC-owned,
driven by 2/Lt. K. Kamuen Iddrissu (Chad En.) Kamina, 9 August
1962, 0930 hours.

While the regular driver of the ONUC vehicle went into the house, 2/Lt Iddrissu stepped in the vehicle in an attempt to move it from the door. As a result of his inexperience in driving, the vehicle struck the wall.

The Board noted that:

- a) the estimated cost of repairing ONUC 3086 was 6000 CF
- b) 2/Lt. Iddrissu had no driver's licence and no authorisation to use the jeep.
- c) the Base Provost Marshall assessed blame on 2/Lt. Iddrissu.
- d) the Kamina Survey Board considered that he had responsibility for payment of the total cost of repairs.

The Board agreed that:

- 1) 2/Lt Iddrissu was to blame for the accident.
- 2) the case should be referred to the Force Commander for consideration regarding disciplinary action against 2/Lt Iddrissu.
- 3) the case should be referred to UN Headquarters, New York, for consideration to be given to the possible recovery of the cost of repairs (6,000 CF) from the Chanean Government.

Case No. ONUC/SR/ ONUC 3562, Willys Jeep, ONUC-owned,
driven by F/Lt. H. S. Mangat (Indian 5 Canberra Sqn), Leopoldville,
22 May 1962, 1800 hours.

The ONUC driver failed to yield right of way to a civilian driver, at an intersection, and the vehicles collided.

The Board noted that:

- a) the estimated cost of repairing ONUC 3562 was 51850 C.frs.
- b) the Insurance Company will cover the claim of the third party.
- c) A Court of Inquiry was held - which considered the ONUC driver free of responsibility.
- d) The Commanding Officer noted that the ONUC driver did not have the right of way but has recommended that a lenient view might be taken of the blame that attaches to him.
- e) The Wing Commander of the Indian Air Force Contingent has ordered that disciplinary action will be taken against the ONUC driver but has recommended that the cost of damage might be borne by ONUC having regard to extenuating operational circumstances, i.e. that the ONUC driver had been given permission to drive the vehicle in spite of his inexperience in driving according to European road rules.
- f) The Judge Advocate General has considered the ONUC driver responsible for the accident.
- g) The Force Commander agreed with the findings of the Court

and the remarks of Commander IAF Contingent.

- h) The Deputy Provost Marshal assessed responsibility to the ONUC driver.

The Board assessed blame to the ONUC driver and recommended that the case be referred to UN Headquarters, New York for consideration to be given to the possible recovery of the cost of repairs from the Indian Government.

Case No. ONUC S/B

ONUC 8252, Bedford, ONUC-owned

Driven by Pte. Mathew MUEI (Nigerian, 1 QONR) Lulusbourg,

7 April 1962, 1345 hours.

As the ONUC driver was proceeding on a curve, he swerved right to avoid civilian vehicle coming from the opposite direction and hit a pole.

The estimated cost of repairing the ONUC vehicle was 5376 francs.

The Board agreed with the opinion of the Commanding Officer that the ONUC driver was to blame for the accident, as he failed to exercise sufficient caution. It is noted that he was assessed 2688 francs by his Unit. The Board recommended that the case be referred to U.N. Headquarters New York for consideration of the possible recovery of the cost of repairs ^{amounts of the} (2688 fr) from the Nigerian Government.

Case No _____ ONUC 8295, Bedford, ONUC-owned, driven by
Pte BIRON BIN KUSHI (Malayan, 2 Royal Malay
Regt), Goma, 2 August 1962, 1030 hours

The ONUC driver manoeuvred to avoid a cow that crossed
the road in front of his vehicle and he hit a tree.

The Board noted that:

- a) no Court of Inquiry was held
- b) the Commanding Officer and the Brigade Commander found
the ONUC driver free of responsibility
- c) the Chief Logistics Officer recommended (HQ ONUC (LOGS)
4634-SM3, 24 November 1962) that vehicle ONUC 8295
be sold and written off

The Board disagreed with the opinion of the Commanding
Officer and Brigade Commander and assessed blame to the ONUC
driver. It was recommended

- i) that vehicle ONUC 8295, 3-ton Bedford, 4x4, RLC 3,
chassis No RLC 3-36679, engine No RL3-47926, cost
\$6,000, be sold and written off
- ii) that the case be referred to UN Headquarters, New York,
for the consideration to be given to the possibility
recovery of the cost of the vehicle from the Malayan
Government

Case No. OHUC/SB _____

OHUC 8400, Bedford Truck,

OHUC owned, driven by ^{Copy} Mohammed

TABREED
Graham (Pakistani Indep. Coy),

Leopoldville, 4 March 1963,

12:15 hrs.

The OHUC driver stopped his vehicle in order to give way to on-coming traffic and was run into by a civilian vehicle which was following too closely behind. The Board agreed with the opinion of the Deputy Provost Marshal that the OHUC driver was not to blame and noted that the insurance company was attempting to recover the cost of repairs (5,000 SF) from the third party.

Case No. ONUC/SB

Damage to villa Fiorita, 2 Avenue
Kemmeter, Bukavu.

In accordance with contract BU/V-31 the villa Fiorita owned
by Mr. D. Busin was rented by ONUC-Bukavu on 22 July 1961.

The premises were occupied by Malayan military units
for the periods shown below:

6th Bn. Royal Malay Regt. from 22.7.61 to 6.3.62 228 days

7th " " " " " 6.3.62 to 2.8.62 168 days

At the Handing/Taking over the landlord submitted a claim
for 116.674 C.F. for loss-damage which occurred to the premises
during the period rented by ONUC. The ONUC Maintenance Officer
assessed the figure at 93.038 CF.

The Board noted that:

- a) Agreement was finally reached on the amount of 30.000 B.F.
(\$600.00) for full and final settlement of the claim.
- b) Payment was effected on 15 January 1963 as per PV L/645 to
Banque de Bruxelles, Account No. 61133.

The Board recommended that the case to be referred to U.N.
Headquarters New York, for consideration to be given to the
possibility of recovering the sum (\$600.00) from the Malayan
Government.

ROUTING SLIP

TO

Mr. Taff
 go this Robertson in 641

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

this is page 3^a
 of draft minutes
 45th meeting
 Survey Board

DATE

4/4/63

FROM

too near the vehicle in front of him and failing to apply emergency braking.

The Board recommended:

- a) that Dr. Maras be assessed \$100.00 as he failed to give a conventional sign and stopped in the middle of the road to pick up a passenger.
- b) that the case be referred to New York for consideration of the possibility of a claim against the Nigerian Government for the balance of the cost of repairs (6,400 CF)

As this is the third case in which an assessment has been made against Dr. Maras (cases 665 and 666 refer) he has now been officially advised that his licence will be withdrawn should he be held responsible for any further accident.