

INCOMING CODE CABLE

**SECRET**

ROUTINE

*I bndi - handle  
Kiss 10/18/3*

To : Mr. Gardiner /  
From : Mr. Bunche  
Date : 17 March 1962  
No. : 2090.

Reference G-270.

We assume that UN troops will be sent before 26th as requested.  
How many would be required.



SECRET

INCOMING CODE CABLE

ROUTINE

Ref 18/3

To : Gen. Rikhye  
From : Bunche  
Date : 17 March 1962  
No. : 2089.

Reference G-271.

Increase of Ghana contingent to full size battalion will be welcome.

cc : Mr. Gardiner. ✓



INCOMING CODE CABLE

**SECRET**

ROUTINE

*Mr. Marcella  
handle this  
RCH 18/3*

To : Mr. Gardiner ✓  
From : Mr. Bunche  
Date : 17 March 1962  
No. : 2088.

Reference G-264.

1. Assume you refer to our 1798 not 1796.
2. Would appreciate receiving full text Adoula's letter as we would wish to know reasons given by Adoula for requested transfer.
3. Agree that any transfer should await completion of Pakassa's interrogation by mixed commission.
4. As to guarantee of fair trial, bearing in mind that Pakassa is in military forces technically under Congolese command, we can demand only that established military procedures be observed.

INCOMING CODE CABLE

**SECRET**

ROUTINE

To : Mr. Gardiner, Gen. Rikhye  
From : Mr. Bunche  
Date : 17 March 1962  
No. : 2087.

*Gen Rikhye  
to handle this  
RCF 18/3*

Reference 1832 and G-249.

Indian mission greatly and understandably distressed that after nearly 4 months we still have no information on what has happened to major Singh. Suggest that Rikhye take up matter with Tshombe while both are in Leopoldville.

Dist : Mr. Gardiner ✓  
: Gen. Rikhye.



INCOMING CODE CABLE

**SECRET**

PRIORITY

To : Mr. Gardiner  
From : Secretary General  
Date : 17 March 1962  
No. : 2085.

*Ref. to  
Translation sent to  
Mr. Khary 19/3/62*

Reference G-266.

I hope that Adoula will realize that it will soon become an untenable position to keep Gizenga, particularly in view of his latest complaints, on the little island indefinitely and without any charges or decision against him.



INCOMING CODE CABLE.

ROUTINE.

RU 17/3

To : Mr. Amachree, Mr. Khiary, Leopoldville.  
From : Mr. Bunche, New York.  
Date : 17 March 1962.  
No. : 2067

SECRET

Your ONUC 1864.

All candidates have been notified by cable of Unations contract.  
Every effort being made for earliest departure. Personnel waiting  
Government approval of remaining 6 candidates not yet cleared.

cc. Mr. Gardiner.

SMU

Pro



ROUTINE.

REF 17/3

To : Mr. Amachree, Leopoldville.  
From : Mr. Bunche, New York.  
Date : 17 March 1962.  
No. : 2064.

**SECRET**

Following from Bellec. QUOTE Reference ONUC 1874. Fully agree that ONUC purchasing of Katangese notes from Monetary Council rather than from other sources may benefit Central Government if payments made in dollars or in Congolese Francs purchased against dollars. The only point is that in consideration of political aspects involved in other possible uses, decision should be taken by Central Government rather than by ONUC or Monetary Council. Incidentally, comments on dumping obviously ignore actual extent of daily transactions which rarely exceed some hundred thousand francs a day on Brussels market. UNQUOTE.

cc. Mr. Gardiner.

SMU

Pro



INCOMING CODE CABLE.

ROUTINE.

Ref 17/3

To : Mr. Amachree, Leopoldville.  
From : Mr. Bunche, New York.  
Date : 17 March 1962.  
No. : 2063.

SECRET

According to Mladek, Governor Ndele requested before leaving Washington on behalf of Prime Minister IMF assistance for a financial settlement with Katanga. Mladek reaffirms that IMF would be prepared to help as a mediator if requested by both parties rather than to side with either of them.

cc. Mr. Gardiner.

SMU

Pro



PRIORITY.

To : Mr. Amachree, Mr. Khiary, Leopoldville.  
From : Mr. Bunche, Mr. Hamilton, New York.  
Date : 17 March 1962.  
No. : 2066A-2066B.

Ref 17/3

Your ONUC 1864.

According to your para 3 please find text of proposed contract between Unations and judges submitted below. French text will be cabled soonest

CONTRACT BETWEEN THE UNITED NATIONS AND Mr. ....

Whereas the United Nations and the Government of the republic of the Congo (hereinafter referred to as "the Government") are about to enter into an agreement under which the Government may request assistance from the United Nations in the form of the provision of the services of persons to perform governmental functions in the Congo; whereas the republic of the Congo is in urgent need of qualified persons to carry out functions pertaining to the administration of Justice in the Congo in pursuance of the constitution and laws of the republic;

whereas the Government has requested the assistance of the United Nations in locating such qualified persons and in obtaining their services for the judicial service of the republic;

whereas the United Nations, in pursuance of the foregoing request, has proposed Mr. ...., and whereas the government of the republic of the Congo has decided to appoint Mr. ...., as a magistrate of the republic; whereas in pursuance of the above arrangement the United Nations desires to engage the services of Mr. ...., (hereinafter referred to as "the magistrate"), and whereas the latter is ready and willing to accept such employment;

now therefore, the parties heretruhereby agree as follows:

ARTICLE I

Functions of the magistrate.

1. The functions of the magistrate shall be (functions). These functions may be changed from time to time by mutual agreement between the Government and the magistrate.

...../...



ARTICLE II

Obligations of the United Nations.

1. The United Nations shall pay the magistrate a salary equivalent to US dollars (amount) per annum, in the following currencies: (currencies).
2. The United Nations shall provide the magistrate with:
  - (a) travel and travel subsistence allowance for himself and his recognised dependents on appointment and separation;
  - (b) dependency allowances;
  - (c) post adjustments;
  - (d) an installation grant;
  - (e) an assignment allowance;
  - (f) an education grant and education grant travel for his dependent children;
  - (g) a service benefit at the rate of 8 percent of US dollars (net salary) for each year of service or a repatriation grant;
  - (h) group insurance for life, accidental death and dismemberment;
  - (i) medical care.
3. The United Nations shall reimburse any income taxes which may be levied by the country of the magistrates nationality or normal residence on the salary and related emoluments paid to the magistrate under this contract.
4. (a) The United Nations will exert its best efforts to obtain for the magistrate annual leave and sick leave generally comparable to those applicable to its staff members in the category of project personnel;
  - (b) The United Nations will make arrangements under which reasonable compensation may be granted should the magistrate suffer death, injury or illness determined by the United Nations to have been attributable to the performance of official duties on behalf of the Government under this contract;
  - (c) In the event of death of the magistrate or of his recognised dependent, the United Nations will pay the expenses of transportation of the

...../.....



body from the place of death to a place to which he is entitled to return transportation. These expenses will include reasonable costs for preparation of the body.

5. The benefits mentioned in this article will be provided by the United Nations under terms, conditions, definitions and limitations generally the same as those applicable to staff members in the category of project personnel. In accordance with the practice presently followed by the United Nations in the Congo, a mission subsistence allowance shall be paid to the magistrate in lieu of post adjustment, installation grant and assignment allowance mentioned in paragraph 2(c), (d) and (e) above respectively until such time as the United Nations decides to institute a system of post adjustment and assignment allowance for the Congo.

The obligations of the United Nations to provide travel and travel subsistence allowance for the magistrates recognised dependents shall be contingent upon the availability of suitable housing at any particular duty station of the magistrate to which the magistrate initially wishes to bring them from their place of normal residence.

(To be continued in 2066) B

cc Mr. Gardiner ✓



INCOMING CODE CABLE

To : Mr. Amachree, Mr. Khiary  
From : Mr. Bunche, Mr. Hamilton  
Date : 17 March 1962  
No. : 2066B

PRIORITY

SECRET

ARTICLE III

Obligations of the magistrate.

1. In the performance of his duties the magistrate shall respect and be governed by the constitution and the laws of the congolese people and perform his duties and exercise his powers as a magistrate honourably, faithfully and conscientiously. He shall neither seek or accept instructions from any government, or any other authority external to the republic of the Congo.

2. The magistrate shall conduct himself at all times with the fullest regard for the aims of the United Nations and in a manner befitting his status under this contract. He shall not engage in any activity that is incompatible with the purposes of the United Nations or the proper discharge of his duties with the government. He shall avoid any action and in particular any kind of public pronouncement which may adversely reflect on his status, or on the integrity, independence and impartiality which are required by that status.

3. The magistrate shall exercise the utmost discretion in regard to all matters of official business. He shall not communicate to any person any information known to him by reason of his official position which has not been made public, except in the course of his duties or by authorisation of the Government. Nor shall he at any time use such information to private advantage. These obligations do not cease upon completion of service under this contract.

ARTICLE IV

Assumption of U.N. responsibilities by the Government.

1. Any payment, benefit or entitlement which the United Nations is obligated to make or to provide to the magistrate under this contract may be paid or furnished by it directly or, at its discretion and in pursuance of such arrangements as it may agree upon with the Government, may be paid or furnished by the latter.

2. The magistrate agrees that the Government may at any time one year after this contract has been in force be substituted for the United

.....



Nations as the other party hereto in the event that the United Nations and the Government agree on such a substitution, the term "Government" shall wherever appropriate replace the references in this contract to the United Nations, provided that the benefits mentioned in article II hereof shall, in accordance with paragraph 5 of that article, continue to be paid or furnished by the Government under terms, conditions and definitions generally the same as those applicable to United Nations staff members in the category of project personnel, provided further that the provisions relating to settlement of disputes in the agreement referred to in the first paragraph of the preamble above shall apply in lieu of the provisions of article V hereof, and provided finally that paragraph 3 of this article shall not apply as between the Government and the magistrate.

3. This contract may at any time one year after it has been in force be terminated by the United Nations upon one month of written notice in the event that it enters into an agreement with the Government in accordance with which the latter offers the magistrate a contract which, in the judgment of the United Nations, embodies conditions substantially similar to those contained in this contract. Notwithstanding the provisions of article VI paragraph 3., below, no termination indemnity shall be payable to the magistrate in the event of termination of this contract under this paragraph.

#### ARTICLE V

##### Settlement of disputes.

1. The United Nations shall establish arbitration machinery to hear and to decide disputes between itself and the magistrate in which the latter asserts non-observance of the terms of this contract.

#### ARTICLE VI

##### General provisions.

1. This contract shall enter into force upon signature and shall continue in force until blank.

2. This contract may be modified by agreement between the United Nations and the magistrate, and specifically in the light of such modifications as may from time to time be made in the agreement referred to above between the United Nations and the Government. While the magistrate shall not have the status of a member of the Secretariat of the United Nations, any relevant matter for which no provision is made in the contract shall be settled according to the administrative practices of the Secretariat.

3. This contract may be terminated by either party upon one month of written notice, Should the United Nations so terminate the contract, the United Nations will pay to the magistrate an indemnity equal to one week's salary



for each month of uncompleted service under this contract. This contract expires without further notice at the date shown in paragraph one of this article. This contract does not carry any expectancy of renewal or of conversion to any type of appointment in the Secretariat of the United Nations.

In witness whereof the undersigned have affixed their signature. The magistrate, signature and date. For the Secretary General of the United Nations, signature and date.

Mr. Gardiner ✓



ROUTINE.

To : Mr. Amachree, Leopoldville.  
From : Mr. Bunche, New York.  
Date : 17 March 1962.  
No. : 2062.

RIC 17/3  
**SECRET**

## Following from Bellec QUOTE

1. Disturbed by Khiary's 1804 and 1812. Not easy to make an opinion on prime minister's motivations as long as documentation referred to not received. However, understand that his present concern is in connection with previous restricting of bank notes supplies to provinces which in consideration of consequences upon law and order should have been avoided at any costs even by using National Bank notes as discussed here in January with Frasca.
2. Unable to recommend stamping if only purpose is to meet shortage of banknotes. Trust that Frasca can persuade prime minister that successive manipulation as envisaged can only result in disturbing current commercial transactions and in affecting adversely public's confidence in national currency.
3. Moreover, stamping would result in material losses for those Congolese living in Katanga who, according to Kuitenbrouwer's report para 16-3, still hold certain amounts of Congolese currency which they refused so far to exchange against Katangese notes. This loss could not politically help Central Government.
4. Finally, should the stamping be inevitable for other reasons which I fail to find out, if Monetary Council branches and agencies only can perform stamping without opening of provisional or itinerant offices, population of remote rural areas is sure to become the prey of swindlers disguised as improvised money changers, a fact that can hardly result in increased political support for Central Government.
5. Above comments discussed with Ed Seynes and IMF. UNQUOTE.

cc. Mr. Gardiner, SMU.

Pro



INCOMING CODE CABLE.

PRIORITY.

To : Gen. MacEoin, Leopoldville.  
From : Mr. Bunche, New York.  
Date : 16 March 1962.  
No. : 2054

REC 17/3  
**SECRET**

Reference our 1784.

Norwegian Mission informs that Major General John Ryg has been nominated as ONUC Air Commander. General Ryg will be in New York for consultation 18 March. His ETA Leo will follow.

cc. Mr. Gardiner.

SMU

Pro



INCOMING CODE CABLE

ROUTINE

REC 17/3

TO : MR. AHMED  
FROM : FIELDSERVICE  
DATE : 16-3-62  
NO. : 2043

SECRET

Your 1826 and last paragraph your 1332, confirm our current understanding as follows:

A. Canadians providing two northstar flights per week Pisa-Leo-Pisa for UN purposes.

B. Canadians providing two northstar flights per month for rotation Canadian personnel. These flights retain Canadian identity insofar as Canadian rotation personnel are concerned. However, any space available, not used by rotation personnel on Pisa-Leo-Pisa portion these flights may be utilized by UN to move either priority cargo or personnel.

We querying Pisa regarding incident of bumped rotation passengers mentioned by you.

Policy stated our AR 91/26 still valid since this did not imply interference with rotation personnel.-

c.c. OIC. ✓



INCOMING CODE CABLE



TO : RIKHYE  
FROM : BUNCHE  
DATE : 16 MARCH 1962  
NUMBER : 2026.

In memo G/ADM/240/2 of 26 February to Seward, Ahmed raised problem of direct radio communications by national contingents. In preliminary examination I see strong objections to direct communications but realize problem is a complex one. Suggest you discuss matter with Gardiner, Maceoin and Ahmed.

cc : Gardiner. ✓



INCOMING CODE CABLE



*RM 16/3*

TO : AMACHREE , KHIARY  
FROM : BUNCHE , Hamilton  
DATE : 16 MARCH 1962  
NUMBER : 2025.

Your ONUC 1864.

In accordance with your para 2 and 3 legal office reviewing terms of opex-type contract. Will hold meeting friday to decide upon practical steps to insure prompt arrival of the judges.

cc : Gardiner. ✓



INCOMING CLEAR

TO : GARDINER, LEOPOLDVILLE  
FROM : BUNCHE, NEW YORK  
DATE : 15 March 1962  
NO. : 2024

ASSUME THAT ONUC 1849 WAS MISTAKENLY MARKED QUOTE MOST IMMEDIATE  
UNQUOTE SINCE IT COULD NOT HAVE BEEN INTENDED THAT SEC GEN OR I MUST BE  
AWAKENED AT ANY TIME OF NITE FOR DELIVERY OF THIS MESSAGE.



INCOMING CLEAR

TO : GARDINER, LEOPOLDVILLE  
FROM : BUNCHE, NEW YORK  
DATE : 15 March 1962  
NO. : 2023

FOLLOWING NOTE DATED 13 MARCH RECEIVED FROM BELGIAN PERMANENT REPRESENTATIVE: "LE REPRESENTANT PERMANENT DE LA BELGIQUE AUPRES DES NATIONS UNIES PRESENTE SES COMPLIMENTS A MONSIEUR LE SECRETAIRE GENERAL PAR INTERIM DE L'ORGANISATION DES NATIONS UNIES ET A L'HONNEUR DE SE REFERER A SA CORRESPONDANCE ANTERIEURE CONCERNANT LA REPARATION DES DOMMAGES CAUSES A DES PERSONNES PRIVEES COMME SUITE A CERTAINS ACTES ET OMISSIONS IMPUTABLES AUX AGENTS DE L'ONU DANS LA REPUBLIQUE DU CONGO.

PAR SES NOTES DU 12 JUILLET ET DU 28 SEPTEMBRE 1961, LE SECRETAIRE GENERAL DE L'ORGANISATION A BIEN VOULU FOURNIR DES INFORMATIONS SUR LA PROCEDURE QUI ETAIT ALORS SUIVIE POUR REGLER LE CONTENTIEUX RELATIF AUX CAS MENTIONNES CI-DESSUS, ET QUI AVAIT ETE ETABLIE PAR LES SERVICES DE L'ONUC A LEOPOLDVILLE.

COMME SUITE AU GRAND NOMBRE DE RECLAMATIONS EMANANT DE BELGES, QUI DEPUIS LORS ONT ETE PORTEES A SA CONNAISSANCE ET QUI SOUVENT ONT TRAIT A DES FAITS QUI SE SONT PRODUITS DANS DES REGIONS TRES ELOIGNEES DE LA CAPITALE DE LA REPUBLIQUE DU CONGO, LE GOUVERNEMENT BELGE A ETE AMENE A EXAMINER SI LES SERVICES CHARGES EN 1961 DE REGLER LES DIFFERENDS DONT IL S'AGIT, SUIVANT LA PROCEDURE DECRITE DANS LES NOTES SUSMENTIONNEES DU SECRETAIRE GENERAL, SONT ACTUELLEMENT A MEME D'ASSURER AUX NOMBREUX INTERESSES UNE PROTECTION ADEQUATE DE LEURS DROITS ET INTERETS, OU SI L'EXPERIENCE DU TRAVAIL EFFECTUE JUSQU'ICI A LEOPOLDVILLE AINSI QUE LES NOUVEAUX ELEMENTS INTERVENUS DEPUIS L'ANNEE DERNIERE RENDENT DESIRABLE



QUE DE NOUVELLES MESURES SOIENT PRISES EN LA MATIERE.

LES RENSEIGNEMENTS QU'IL A PU RECUEILLIR A CE SUJET OBLIGENT LE GOUVERNEMENT BELGE A CONCLURE QUE POUR PROTEGER LES BELGES LESES COMME SUITE A DES ACTES OU OMISSIONS DE L'ONUC AU KATANGA, IL SERAIT SOUHAITABLE QUE L'ORGANISATION INTERNATIONALE DISPOSE A ELISABETHVILLE D'UN SERVICE DE RECLAMATIONS, ANALOGUE A CELUI QUI FONCTIONNE DEPUIS 1961 A LEOPOLDVILLE, ET CHARGE D'EXAMINER SUR PLACE LES REQUETES QUI LUI SERAIENT ADRESSEES.

EN PRENANT LES MESURES NECESSAIRES A CETTE FIN L'ORGANISATION DES NATIONS UNIES SERVIRAIT EN FAIT L'INTERET COMMUN DE TOUTES LES PARTIES EN CAUSE: ELLE PERMETTRAIT EN PREMIER LIEU D'EVITER LES DIVERS RETARDS ET DIFFICULTES QU'UNE STRICTE CENTRALISATION A LEOPOLDVILLE EST SUSCEPTIBLE D'ENTRAINER, TANT SUR LE PLAN DE L'ENQUETE QU'EN CE QUI CONCERNE L'OCTROI D'UNE ENDEMNISATION ET QUI RISQUENT DE COMPLIQUER TRES SERIEUSEMENT LE REGLEMENT DU CONTENTIEUX DONT IL S'AGIT.

EN FORMULANT LA PRESENTE DEMANDE, LE GOUVERNEMENT BELGE TIEN EN MEME TEMPS D'EXPRIMER SON SOUHAIT DE VOIR L'ONUC SUIVRE EN LA MATIERE DES REPARATIONS DES CRITERES UNIFORMES ET APPLICABLES DANS TOUT LE CONGO. POUR ABOUTIR A UNE SECURITE DE DROIT SATISFAISANTE IL PARAIT EN EFFET TRES DESIRABLE QUE, DANS TOUTE LA MESURE OU L'EQUIPE LE PERMET, LES DECISIONS RELATIVES A DES INDEMNISATIONS SOIENT TOUJOURS BASEES SUR DES ELEMENTS D'APPRECIATION OBJECTIFS, SUSCEPTIBLES D'ETRE ACCEPTEES PAR LES INTERESSES, ET VALABLES POUR LES DIVERS CAS D'ESPECE, QUEL QUE SOIT LE LIEU OU LES FAITS SE SONT PRODUITS OU QUEL QUE SOIT LE SERVICE APPELE A CONNAITRE DES RECLAMATIONS QUI Y ONT TRAIT. UNE PRATIQUE QUI CONSISTERAIT A RESERVER AUX REQUETES UNE SUITE DIFFERENTE, D'APRES LE SERVICE DE L'ONUC QUI EN AURAIT ETE SAISI, CONSTITUERAIT SANS AUCUN DOUTE UN IMPORTANT OBSTACLE AU REGLEMENT DU PROBLEME DES REPARATIONS DANS SON ENSEMBLE.

CETTE PRISE DE POSITION GENERAL NE SAURAIT ETRE INTERPRETEE COMME MECONNAISSANT LE CARACTERE PARTICULIER DES DEMANDES DE REPARATION LIEES



AUX OPERATIONS MILITAIRES QUI ONT EU LIEU AU KATANGA PENDANT LES MOIS DE SEPTEMBRE ET DECEMBRE 1961. LE NOMBRE ET LA NATURE DES FAITS GRAVES QUI SE SONT PRODUITS AU COURS DE CES COMBATS EXIGENT UN EXAMEN SPECIALEMENT APPROFONDI DES REQUETES Y RELATIVES, ET IL SEMBLE OPPORTUN QUE QUELLES QUE SOIENT LES MODALITES QUI POURRONT EN DEFINITIVE S'IMPOSER POUR LE REGLEMENT DE CETTE CATEGORIE DE RECLAMATIONS, LES ENQUETES NECESSAIRES PUISSENT ENTRE MENEES D'UNE MANIERE PARTICULIEREMENT SEVERE ET SUSCEPTIBLE DE SATISFAIRE TOUTES LES AUTORITES INTERESSEES.

LE REPRESENTANT PERMANENT DE LA BELGIQUE SERAIT RECONNAISSANT A MONSIEUR LE SECRETAIRE GENERAL PAR INTERIM DE L'ORGANISATION DES NATIONS UNIES DE VOULOIR BIEN LUI FAIRE SAVOIR QUELLE SUITE IL ESTIME POUVOIR DONNER AU SOUHAIT EXPRIME CI-DESSUS, ET IL SAISIT CETTE OCCASION POUR LUI RENOUVELER L'ASSURANCE DE SA TRES HAUTE CONSIDERATION." WOULD APPRECIATE YOUR COMMENTS BEFORE DRAFTING OUR REPLY.



IN INCOMING CODE CABLE



TO : MACEOIN  
FROM : BUNCHE  
DATE : 15 MARCH 1962  
NUMBER : 2020.

Reference my letter 23 February ONUC 1755.

Swedish and Argentine missions advised accordingly. Please advise if an assistant fighter operations officer required so Ethiopian mission can be approached. To maintain equal numerical representation India will be requested to provide replacement for W/C Bhawani.

cc : Gardiner. ✓



INCOMING CODE CABLE



TO : MACEOIN  
FROM : BUNCHE  
DATE : 15 MARCH 1962.  
NUMBER : 2019.

Reference ONUC 1757, 1803 and our 1920.

In ONUC 1575 we were advised to cancel previous requests for internal vehicular airlift by USAF except for 10 Swedish-owned APCs to be lifted from Elisabethville to Albertville. This has been done. In ONUC 1853 your request for airlift is increased by 7 APCs armoured cars. Please advise whether this is your total first priority requirement or not since US must know in order to make proper plans.

cc : Gardiner.



INCOMING CODE CABLE



TO : MACEOIN  
FROM : BUNCHE  
DATE : 15 MARCH 1962  
NUMBER : 2018.

Liberian mission informs that new Liberian contingent of 230 all ranks ready for departure ex Monrovia 21 March. They also request repatriation of present Liberian contingent one week after arrival of new contingent. US has been requested to undertake airlift but cannot commence planning until in possession of necessary information. Please advise exact number of personnel and weight of store to be repatriated. Rotation will have to be co-ordinated in one mission.

cc : Gardiner. /



INCOMING CODE CABLE

TO : GARDINER, MACEOIN  
FROM : BUNCHE  
DATE : 15 MARCH 1962.  
NUMBER : 2017.



Reference ONUC 1839, paragraph 4.

We note with surprise the information given in para 4 (a) I and II about the new posts which have been established by Katangese gendarmerie in the past few days. Is it the present military policy to permit return and operation of gendarmerie in Eville without limitation or restriction ? Would appreciate a precise indication of existing ONUC policy with regard to gendarmerie in Eville.



INCOMING CODE CABLE

Ref 16/3

TO : GARDINER ✓  
FROM : BUNCHE  
DATE : 15 MARCH 1962  
NUMBER : 2016.



A reliable governmental source informs that the following " unsatisfactory people " seem to be acting as advisers to the government of Katanga and particularly to Tshombe:

- (a) Belina - a barrister of russian extraction who was Tshombe's adviser before and at the Tananarive conference, and was reported by the United Nations from Coquilhatville, has returned to Elisabethville
- (b) A turkish tracesman named Hasson r who was a friend of Tshombe when he was in business, is also in Eville and believed to be in contact with Tshombe.
- (c) One colonel Julian seems to be much at home in the president's residence and may be living there. Julian it is believed was born in Trinidad and claims to be domiciled in Nassau, but he carries an american passport and was an officer of the US airforce. His presence is probably the basis of story that the Katangan air force had american negro pilots. He has appeared in public in air force uniform.
- (d) MMe Vermoelen, one of Tshombe's secretaries, evidently exerts considerable influence.
- (e) Van Roey has fully re-established himself as director of National bank in spite of having been black-listed by the United Nations ".



COPY GIVEN  
to Force  
Commander

INCOMING CODE CABLE.

REC 15/3

PRIORITY

To : Mr. Gardiner.  
From : Bunche.  
Date : 15 March 62  
No. : 2008

**SECRET**

Belgian Mission informs on 14th that the Belgian Government responds favourably to our request for authorization to use the road Penzi-Burgurama in Ruanda Urundi in the rotation of the Malayan Special Force.



INCOMING CODE CABLE.

ROUTINE.

RIU  
15/3

To : Mr. R. Gardiner.  
From : Secretary General.  
Date : 14 March 62.  
No. : 2002.

**SECRET**

Your G-226. Thanks your paragraph 1. On paragraph 2 retroactive distribution of charges to all sources you mention with special emphasis on Famine relief fund and Government counter - part funds will be necessary. Post Facto submission to contracts committee approved when even cabled submission and approval is not possible. On your paragraph 3 there are no special funds.



INCOMING CODE CABLE.

ROUTINE.

✓  
RUC 15/3

To : Mr. R. Gardiner, General MacEoin.  
From : Dr. Bunche.  
Date : 14 March 62.  
No. : 2001.

**SECRET**

Reference ONUC 1749.

Secgen cabled Emperor 14 March for reconsideration of decision.

c.c. General MacEoin.



INCOMING CODE CABLE.

ROUTINE.

Ref 15/3

To : Mr. R. Gardiner.  
From : Secretary General.  
Date : 14. March 62.  
No. : 1999.

**SECRET**

Reference G-256.

British Mission is being approached on basis information  
given your message.



INCOMING CODE CABLE.

Ref 15/3

ROUTINE.

To : Mr. R. Gardiner.  
From : Secretary General.  
Date : 14 March 62.  
No. : 1992

**SECRET**

Reference G-254.

Congratulations. Hope we hear no more of that personage.



INCOMING CODE CABLE.

ROUTINE.

*to. R. H. 1/3*

To : Mr. R. Gardiner, General MacEoin.  
From : Bunche.  
Date : 14 March 62.  
No. : 1990.

**SECRET**

Reference ONUC 1758.

1. Ethiopian mission has been requested to inform us urgently the name of their nominee for Commander so that suitable announcement can be made in New York regarding MacEoin's departure and other arrangements.
2. If new Commander should not be available before 28 March 1962, agree to your proposal to hand over acting charge to Yacob on 28 March.

c.c. General MacEoin.



INCOMING CODE CABLE

✓  
TO : GARDINER, MACEOIN  
FROM : BUNCHE  
DATE : 14 MARCH 1962.  
NUMBER : 1988.



*Is under  
Handl. This  
Ref  
15/3*

In note to Secretary-General dated 13 March, Ceylon permanent representative informs that " in the present circumstances in Ceylon, the government of Ceylon is constrained to withdraw the Ceylon contingent in the Congo, whose tour of duty expired at the end of February 1962. Much as the government of Ceylon would like to have these personnel back in Ceylon as soon as possible, it realises that the United Nations should have some time to provide replacements, and has, therefore, extended the tour of this contingent until the end of April 1962 "

Would appreciate your comments before we make an approach to Ceylon mission on this matter.



INCOMING CODE CABLE



TO : AHMED  
FROM : FIELDSEV  
DATE : 14 MARCH 1962.  
NUMBER : 1984.

Your ONUC 1795.

Whitelaw fully informed concerning Brackenbury's case, suggest  
you discuss with her.

cc : Gardiner. ✓



## INCOMING CODE CABLE

TO : MR. GARDINER  
FROM : SEC GEN  
DATE : 14-3-62  
NO. : 1982



✓  
Lulu Eville  
to discuss  
in meeting

Reference G-246

1. We understand that Decoster never appeared on the exhaustive list of political advisers jointly agreed by ONUC and Belgian authorities but that he was expelled by Obrien as a "conseiller politique occulte"

2. If this is so, there is an essential difference between the two types of cases. In the former the Belgian Government acknowledged the A-2 character of the official functions of those listed and evacuated. In other cases however, ONUC obviously cannot properly justify expelling individuals merely by asserting that they act clandestinely as political advisers. Much less could this be done solely on the grounds their presence in Katanga is "undesirable", though we do not assume Rolz Bennett in ELLEO 433 means to justify expulsion on this grounds alone. Many foreign residents of Katanga are doubtless undesirable from ONUC point of view but that would not make them "political advisers" within meaning of the resolutions.

3. We therefore believe that in this latter type of case ONUC, before acting, is under obligation to adduce reasonable evidence establishing clandestine political advice sufficient to warrant expulsion. This is particularly so where severe hardship is involved, as if the individual is thus forcibly separated from family, property and vocation. We should at least give him an opportunity to state his case, perhaps by means of the interrogation procedures used subsequent to time of Decoster's expulsion.

4. We do not necessarily imply that Decoster's case failed to meet these minimal standards but only that before approving renewed expulsion we would like to see summary of evidence against him. Our hesitation is reinforced by interviews we have had here with Stanislas Herman, Elisabethville lawyer, also expelled by Obrien on 28 August 61 as occult political adviser. Whatever suspicion there may be that Herman did unofficially advise members of Tshombe Government, there are strong grounds to fear that decision against him may have been taken on basis of mere belief and in reaction to articles he published in local press assailing ONUC. Discussion here with Tombelaine does not indicate existence of firm evidence, while it seems clear that Herman was forcibly ejected without opportunity to be heard. As we are now in receipt of formal letter from Herman requesting permission to return to his family and practice, we will cable further to consult you on his case. We mention it here only as indicating necessity of reviewing actual evidence showing De Coster acted as political adviser apart from expression of political opinions, however distasteful or unjust to ONUC, in his journalism.-

OIC only.-



INCOMING CODE CABLE

SECRET

TO : MR. AHMED  
FROM : FIELDSERVICE  
DATE : 14-3-62  
NO. : 1976

ROUTINE

*Mhamed*  
*Ref 14/3*

Your 1779. We reiterate all Canadian security personnel being recruited for normal duties and on arrival you should screen them for specific assignments. We are, therefore, not designating any for supervisory duties you outline your 1779 but leave this to your discretion after you have <sup>had</sup> opportunity appraise potentials. We regret should this create morale problems but it should be understood by all concerned that if you had supervisory talent among present group, you would not request recruitment. Same situation has been faced on other missions and results have been better with supervisors appointed after some familiarity with their work.-

c.c. Mr. Gardiner ✓



INCOMING CODE CABLE

SECRET

PRIORITY

*f. b. b. ✓*

TO : GEN. RIKHYE, GEN. MAC BOIN  
FROM : DR. BUNCHE, NY  
DATE : 14-3-62  
NO. : 1975

Officer Norway offers for Air Commander post has rank of Major General. Understand that in Norway Air Force this is next senior rank to Colonel. However please advise immediately if you foresee any problem because of rank structure.-

c.c. Mr. Gardiner ✓



INCOMING CODE CABLE

SECRET

TO : MR. GARDINER, GEN. MAC EGIN  
FROM : DR. BUNCHE  
DATE : 14-3-62  
NO. : 1974

PRIORITY

*J. B. MacEgin* ✓

Ref ONUC 1749. Unistates has been requested to undertake rotation of Ethiopian Brigade in april by air. Before planning this however the following information is essential: exact number of men in each unit to be transported; weight of stores in addition to personal weapons and kits. Please advise.-



INCOMING CLEAR

PRIORITY

To: GARDINER, Leopoldville

From: BUNCHE, New York

Date: 13 March 1962

No. : 1969

REOUR 1802 FOLLOWING NOTE VERBALE SENT TODAY TO PERMANENT REPRESENTATIVE OF BELGIUM COLON QUOTE LE SECRETAIRE GENERAL PAR INTERIM DE L'ORGANISATION DES NATIONS UNIES PRESENTE SES COMPLIMENTS A MONSIEUR LE REPRESENTANT PERMANENT DE LA BELGIQUE AUPRES DES NATIONS UNIES ET A L'HONNEUR DE REMERCIER LE GOUVERNEMENT BELGE DE SA DECISION COMMUNIQUEE PAR LA NOTE VERBALE S.474 DU REPRESENTANT PERMANENT, EN DATE DU 6 MARS 1962, D'AUTORISER LE SURVOL DU RUANDA-URUNDI PAR UN APPAREIL DE L'ONUC. LE SECRETAIRE GENERAL PAR INTERIM PREND NOTE DES DISPOSITION DE LA LEGISLATION BELGE SELON LESQUELLES LES DEMANDES D'AUTORISATION DOIVENT ETRE ADRESSEES PAR LES GOUVERNEMENTS DES PAYS OU LES APPAREIL SONT IMMATRICULES, ET DU VOEUX EXPRIME PAR LA BELGIQUE QUE, QUOTE DANS LA MESURE DU POSSIBLE, UNQUOTE, CES DISPOSITIONS SOIENT RESPECTEES PAR LES NATIONS UNIES. A CET EGARD, LE REPRESENTANT PERMANENT CONNAIT SANS AUCUN DOUTE LES PRINCIPES QUI REGISSENT LA FORCE DES NATIONS UNIES AU CONGO, TELS QU'ILS SONT ENONCES DANS LE PREMIER RAPPORT DU SECRETAIRE GENERAL (S/4389) SUR LA MISE EN APPLICATION DE LA RESOLUTION DU CONSEIL DE SECURITE DU 14 JUILLET 1960, RAPPORT QUE LE CONSEIL DE SECURITE A APPROUVE PAR SA RESOLUTION DU 22 JUILLET 1960. EN VERTU DE CES PRINCIPES, LA FORCE EST PLACEE SOUS LE COMMANDEMENT EXCLUSIF DE L'ORGANISATION DES NATIONS UNIES, ET L'OPERATION DES NATIONS UNIES DANS SON ENSEMBLE DOIT ETRE SEPARÉE ET DISTINCTE DE L'ACTION DE TOUTE AUTORITE NATIONALE, Y COMPRIS CELLE DES PAYS QUI FOURNISSENT DES CONTINGENTS, DES SERVICES ET DE L'EQUIPEMENT A L'ONUC. IL DECOULE DE CES PRINCIPES QU SI LES



GOUVERNEMENTS DOIVENT NORMALEMENT SE CONFORMER AUX DISPOSITIONS  
LEGISLATIVES CITEES PAR LE REPRESENTANT PERMANENT EN CE QUI CONCERNE  
LES APPAREILS PLACES SOUS LEUR AUTORITE PROPRE, ILS NE PEUVENT LE FAIRE,  
SANS CONTREVENIR AU MANDAT DE L'ONUC, EN CE QUI CONCERNE LES APPAREILS  
RELEVANT DU CONTROLE OPERATIONNEL DES NATIONS UNIES, NOTAMMENT DE CEUX  
QUI SONT TEMPORAIREMENT MIS AU SERVICE DE L'ONU OU AFFRETES PAR ELLE  
POUR L'OPERATION DU CONGO OU QUI APPARTIENNENT A L'ORGANISATION. LES  
GOUVERNEMENTS QUI ONT MIS DES APPAREILS A LA DISPOSITION DES NATIONS  
UNIES ONT EXPRESSEMENT OU IMPLICITEMENT DEMANDE A L'ORGANISATION  
D'OBTENIR EN LEUR NOM TOUTES AUTORISATIONS DE SURVOL QUI POURRAIENT,  
DE L'AVIS DU SECRETAIRE GENERAL, ETRE NECESSAIRES A LA CONDUITE DE  
L'OPERATION. LES GOUVERNEMENTS EN QUESTION NE SONT PAS DIRECTEMENT  
INFORMES DES CONDITIONS (ITINERAIRES, PLANS DE VOL, ETC.) DANS  
LESQUELLES LES APPAREILS SONT UTILISES PAR L'ONUC. LE SECRETAIRE  
GENERAL PAR INTERIM EST PERSUADE QUE LE GOUVERNEMENT BELGE, EN EGARD  
AUX EXPLICATIONS CI-DESSUS, CONTINUERA DE PRETER SON CONCOURS EN  
ACCORDANT LES AUTORISATIONS DE SURVOL NECESSAIRES AUS APPAREILS UTILISES  
PAR L'ONUC LE 13 MARS 1962 UNQUOTE



COPY  
INCOMING CLEAR CABLE

FROM : UNATIONS, NEW YORK  
TO : ONUC, LEOPOLDVILLE  
DATE : 13 March 1962  
NO. : 1968 (Clear)

GARDINER FROM BUNCHE. FOLLOWING NOTE DATED 9 MARCH RECEIVED FROM BELGIAN MISSION. QUOTE LA MISSION PERMANENTE DE LA BELGIQUE AUPRES DES NATIONS UNIES PRESENTE SES COMPLIMENTS AU SECRETARIAT DES NATIONS UNIES ET A L'HONNEUR DE SE REFERER A SA CORRESPONDANCE ANTERIEURE, RELATIVE A LA DISPARITION DE DIVERS RESSORTISSANTS BELGES DANS LA REPUBLIQUE DU CONGO. PARA LES SERVICES DU DEPARTEMENT DES AFFAIRES ETRANGERES DE BELGIQUE QUI S'EFFORCENT ACTUELLEMENT DE RETROUVER LA TRACE DES DISPARUS DONT IL S'AGIT, VIENNENT DE FAIRE CONNAITRE LEUR SOUHAIT D'OBTENIR DES RENSEIGNEMENTS SUR LES TROIS INCIDENTS DECRITS CI-DESSOUS ET AU COURS DESQUELS DES BELGES ONT PU PERDRE LA VIE: LE 2 FEVRIER 1961, DEUX EUROPEENS AURAIENT ETE TUES A KINDU, A LA SUITE D'UN ENGAGEMENT MILITAIRE QUI AURAIT EU LIEU DANS CETTE LOCALITE ENTRE LES FORCEES NIGERIENNES DES NATIONS UNIES ET DES SOLDATS DE L'ARMEE NATIONALE CONGOLAISE: LE 3 NOVEMBRE 1961, DES ELEMENTS DE L'ANC AURAIENT ABATTE UN AVION QUOTE DOVE - DE HAVILLAND UNQUOTE, AYANT CINQ OCCUPANTS A BORD QUI AURAIENT TOUS PERI SEMICOLON ALORS QUE DEUX DE CES PASSAGERS AURAIENT ETE TOUCHES PAR DES OBUS ANTI-AERIENS, LES TROIS AUTRES AURAIENT ETE ACHEVES APRES LA CHUTE DE L'APPAREIL. LE 15 JANVIER 1962, CINQ EUROPEENS AURAIENT ETE TUES A KINDU PAR DES TROUPES SE RECLAMANT DU COLONEL PAKASSA. PARA LE GOUVERNEMENT BELGE SERAIT RECONNAISSANT AU SECRETARIAT DE L'ORGANISATION DES NATIONS UNIES DE VOULOIR BIEN LUI TRANSMETTRE TOUS RENSEIGNEMENTS UTILES DONT IL POURRAIT DISPOSER SUR LES FAITS DONT IL S'AGIT ET DE LUI FAIRE SAVOIR, PLUS PARTICULIEREMENT, SI D'APRES LES INFORMATIONS EN SA POSSESSION IL Y AVAIT DES RESSORTISSANTS BELGES PARMI LES VICTIMES UNQUOTE WOULD APPRECIATE YOUR COMMENTS AS BASIS FOR OUR REPLY.



✓  
**SECRET**

INCOMING CODE CABLE

TO : MR. GARDINER ✓  
FROM : SECRETARY GENERAL  
DATE : 13-3-62  
NO. : 1964

PRIORITY

*morella  
R114 14/3*

Reference G-245. Accomplices certainly should be interrogated.-

OIC only.-



INCOMING CODE CABLE.

**SECRET**

PRIORITY

*Eville*

*Transmitted to  
Eville on 14/3  
SEE EV-384*

To : Mr. R. Gardiner. ✓  
From : Dr. Bunche.  
Date : 13. March 62.  
No. : 1960.

Representative of South Africa on 13th informs that Chrysler of South Africa has received an order from the Government of Katanga for delivery of 24 1 ton lorries and 24 ambulances. Please advise Eville and ask if they can confirm the order. Would appreciate advice also as to whether in your view Government of South Africa should be requested to stop delivery as objectionable.



INCOMING CODE CABLE.

SECRET

ROUTINE.

*f. b. m.  
R/L 14/3*

To : General MacEoin.  
From : Dr. Bunche.  
Date : 13. March 62.  
No. : 1959.

Reference our 1923. US mission informs that Blatchford is scheduled to arrive Dar-es-Salaam 190200z carrying 2537 Indian troops.

c.c. Mr. R. Gardiner. ✓



ROUTINE.

To : Gen. MacBain, Leopoldville.  
From : Mr. Bunche, New York.  
Date : 13 March 1962.  
No. : 1954

**SECRET**

Still awaiting Saudi Arabia overflight clearance for Indian  
Canberra. Would range of aircraft permit it to circumnavigate Saudi Arabia ?  
If so, suggest it proceed in that way. Nevertheless, we are pressing for  
reply to our clearance requests. Please advise.

cc. Mr. Gardiner.

Pro



INCOMING CODE CABLE.

ROUTINE.

To : Mr. Gardiner, Leopoldville.  
From : Mr. Amarchree, New York.  
Date : 13 March 1962.  
No. : 1953

SECRET

Your G-129. There is little hope of obtaining military experts from Morocco and as Ruanda Urundi mission is departing soon for that territory I would request you to be good enough, after consultation with Force Commander, to release two military experts to advise commission for a short period only.

Pro



INCOMING CODE CABLE.

PRIORITY.

To : Gen. MacEoin, Leopoldville.  
From : Mr. Bunche, New York.  
Date : 12 March 1962.  
No. : 1941

SECRET

Ref ONUC 1655. Belgian mission advise that clearance to use the Penzi Bugurama road in Ruanda-Urundi is granted.

cc. Mr. Gardiner. ✓

Pro



INCOMING CODE CABLE.

PRIORITY.

To : Mr. Gardiner, Leopoldville.  
From : Mr. Amachree, New York.  
Date : 12 March 1962.  
No. : 1937

SECRET

Thank you for your G-231. Arriving Leo Panam flight 150  
Wednesday 14 March at 1740 local time.

Pro



INCOMING CODE CABLE.

PRIORITY.

To : Mr. Khiary, Leopoldville.  
From : Mr. Amachree, New York.  
Date : 12 March 1962.  
No. : 1936

SECRET

Thank you very much for information contained in your ONUC 1760.  
I am leaving New York by Panam flight 150 arriving in Leopoldville  
Wednesday 14 March 1740 local time. Will discuss all matters of common  
interest.

cc. Mr. Gardiner. ✓

Pro



INCOMING CODE CABLE.

ROUTINE.

To : Mr. Khiary, Leopoldville.  
From : Mr. Amachree, New York.  
Date : 12 March 1962.  
No. : 1929

SECRET

For Frasca.

Further to our 950 and 1570 and your 876 would appreciate receiving information regarding stock of banknotes available as of 28 February and evaluation of forthcoming needs.

cc. Mr. Gardiner. ✓

Pro



INCOMING CODE CABLE.

PRIORITY.

*Rolz - Bennett*  
*EV-373*  
*12/3/62*

To : Mr. Gardiner, Leopoldville.  
From : Mr. Bunche, New York.  
Date : 11 March 1962.  
No. : 1924

**SECRET**

Reference G-232.

Would wish to know from Rolz-Bennett whether there is any substance to Munongo's allegation that "for past several days Indian soldiers had been wandering into the communes" other than apparently accidental intrusion of the newly arrived truck driver who went into commune Kenya and was detained ? Is there any reason why ONUC troops should be going into the African communes ? Are there any military orders regarding this matter one way or the other ?

Pro



INCOMING CODE CABLE.

PRIORITY.

all 12/3

To : Gen. MacEoin, Gen. Rikhye, Leopoldville.  
From : Mr. Bunche, New York.  
Date : 11 March 1962.  
No. : 1923

SECRET

Reference ONUC 1617, 1748 and our 1735, 1788.

Washington informs today that information you have received from Dar es Salaam is erroneous. USAF representative in Leo was some time ago instructed to investigate the feasibility of using Dar-es-Salaam and this way explain the information from US consulate.

After conference Brigadier Rikhye/US representatives in New York 5 March, US preparations and planning for this rotation were discontinued. USAF will thus not repeat not take part in the first phase of the Indian-Malayan rotation and you should proceed with your plans reported in your 1617 to which we replied in our 1788.

Washington is favourably considering to assist with beyond phase of Indian-Malayan rotation, but no final decision has yet been reached.

cc. Mr. Gardiner. ✓

Pro



INCOMING CODE CABLE



*Ref 11/3*

TO : MACEOIN  
FROM : BUNCHE  
DATE : 10 MARCH 1962  
NUMBER : 1920.

Reference ONUC 636, 1447, 1473 and our 685, 1565 and 1684.

Question of internal airlift of vehicles reference ONUC 1447 was discussed in meeting with US representatives 5 March. It is unlikely that US will lift 359 vehicles as requested by you. US mission has however recommended to Washington that USAF undertake lift of combat elements 45 vehicles listed in your cable 636 paras A, B and D. In general US attitude is except for emergency to airlift such vehicles only that ONUC technically is incapable to lift with own aircraft. In future I am therefore afraid you have to plan on lifting all small vehicles-jeeps, land rovers, trailers, motorcycles, etc by your own means. Please advise on priority of heavy vehicles etc that you cannot lift yourself.

cc : Gardiner. *✓*



INCOMING CODE CABLE



TO : MACEOIN  
FROM : BUNCHE  
DATE : 10 MARCH 1962.  
NUMBER : 1919.

*ref 11/3*

Further to our 1748.  
Italian government agrees.

cc : Gardiner. ✓



INCOMING CODE CABLE

TO : GARDINER  
FROM : SECRETARY-GENERAL  
DATE : 10 , MARCH 1962.  
NUMBER : 1918.



Reference G-223. Agree your suggestion since we do not understand what this is about.



INCOMING CODE CABLE

TO : GARDINER  
FROM : SECRETARY-GENERAL  
DATE : 10 MARCH 1962.  
NUMBER : 1917.



Reference G-221.

Approve steps you have taken to alleviate critical situation



INCOMING CLEAR CABLE

ROUTINE

To : GARDINER, Leo  
From : BUNCHE, New York  
Date : 12 MARCH 62  
Nº : 1916

DOCUMENT S/5053/ADD.9 CIRCULATED EVENING NINTH AS FOLLOWS: QUOTE

NOTE BY THE SECRETARY GENERAL. MR TSHOMBE HAS REQUESTED CERTAIN SECURITY GUARANTEES FROM THE OFFICER-IN-CHARGE OF ONUC IN CONNEXION WITH HIS PROSPECTIVE VISIT TO LEOPOLDVILLE, AT THE INVITATION OF MR ADOULA (S.5053/ADD.8 PARA 14 AND ANNEX III). THE COMMUNICATIONS EXCHANGED ON THIS SUBJECT BETWEEN THE OFFICER IN CHARGE AND MR TSHOMBE ARE REPRODUCED BELOW. UNQUOTE. THERE FOLLOW: 1) YOUR NOTE TO TSHOMBE OF 20 FEBRUARY; 2) DITTO OF 21 FEBRUARY; 3) TSHOMBE'S NOTE TO YOU OF 21 FEBRUARY; 4) DITTO OF 22 FEBRUARY; 5) YOUR NOTE TO TSHOMBE OF 23 FEBRUARY; 6) AND 7) TSHOMBE'S TWO LETTERS OF 23 FEBRUARY; 8) YOUR LETTER OF 1 MARCH; 9) TSHOMBE'S LETTER OF 2 MARCH; 10) YOUR LETTER OF 5 MARCH; 11) TSHOMBE'S NOTE OF 5 MARCH; AND 12) YOUR LETTER TO TSHOMBE OF 6 MARCH. UNQUOTE.



INCOMING CODE CABLE

TO : KHIARY  
FROM : AMACHREE.  
DATE : 10 MARCH 1962.  
NUMBER : 1914.



Reference your 1702.

1. Our decision is that basic contract for judicial service should be between Congo government and each magistrate with Unations only paying salary differential and underwriting congolese governments financial obligations. Our reasons have been clearly outlined in beginning of our 1794 from which I repeat " ONUC financial intervention should not obscure fact that judges should be absolutely loyal to congolese government" and " the Unations must not give the impression that it has any control over judges ". This concern particularly relevant if as referred in your 1548 judges may have to sit in trial over " high personalities" and try political cases involving unations interest.

2. Concern for independence of judges has been as fully as possible taken into consideration in draft contract transmitted yesterday ( see para 2 article 1 and article 4 ). We have no objection to judges taking oath before assuming office but see no necessity to include oath in contract unless strongly urged by government. Special reference to loyalty to Congo may embarrass judges of certain nationalities. We therefore suggest following formula of oath " Je jure solennellement le respect et l'obéissance à la constitution et aux lois du peuple congolais, et d'exercer mes devoirs et attributions de magistrat en tout honneur et dévouement, en pleine et parfaite impartialité et en toute conscience"

3. As to conditions of service there is no need for complete identity with other internationally recruited persons but comparable conditions of service can be achieved through different methods. Laissez-passer cannot be given even under opex type contract and we have already so informed some of the candidates. Since judges would be covered by status agreement unations identity cards may be delivered as well as admission to PX. Our contract now provides for 45 calendar days annual leave. As to convertibility arrangements the judges will be given same facilities as UN experts : as to lodging which was originally included by government among benefits of



which candidates were informed we would accept in cases where government unable fulfill this obligation Unations to take this into account in fixing salary differential. As to possible disappointment of judges upon arrival none of the candidates recruited from here has been given any assurance that his conditions of service will be same as those of Unations expert staff .

4. I am fully aware of the urgency of the matter. I trust that there are no more misunderstandings and that you will be able to give adequate explanations to congolese authorities.

5. Apart from fact that you insist on opex type contract we both share same concern for ensuring that judges should have the best possible conditions of service. Personnel is waiting for the agreement of the Congolese government to forward offers of appointment in terms of draft letter cabled to you yesterday to judges already selected.

cc : Gardiner. ✓



INCOMING CODE CABLE

ROUTINE  
**SECRET**

TO : AHMED  
FROM : FIELDSERVICE  
DATE : 10 MARCH 1962  
NUMBER : 1913.

*Rec'd 11/3*

Your 1657 .

Controller agrees with arrangement suggested in your para 3. Your para 4 not repeat not advisable as limit of six hundred and fifty dollars must be maintained. Controller also agrees that no records of expenditure need be maintained.

cc : Gardiner.



INCOMING CODE CABLE

SECRET

TO : MR. KHIARY  
FROM : MR. AMACHREE  
DATE : 10-3-62  
NO. : 1898

ROUTINE

*RIU*  
*6/3*

Reference Ahmed's memo to Frasca dated 14 February concerning purchase of Katangese notes.

1. Central Government may in future wish to use Katangese notes for political purposes in Katanga or for weakening Katangese currency in foreign markets. Purchase of Katangese currency may therefore not be to the advantage of Central Government.

2. In view of political implications, unable to support ONUC buying Katangese francs from Monetary Council unless Central Government has previously given authority for such purchase.

3. Controller, while endorsing Ahmed's proposals, agrees exchange should be made only with Central Government's concurrence as referred to in para two.

c.c. OIC ✓



INCOMING CODE CABLE

**SECRET**

TO : MR. AHMED  
FROM : FIELDSERVICE  
DATE : 10-3-62  
NO. : 1897

ROUTINE

*Rel  
lofs*

Your 1706. We so informing Miggiano who now in Italy on annual leave. He should report Usumbura 15 March.-

c.c. OIC ✓  
CCO



INCOMING CODE CABLE

SECRET

TO : MR. AHMED  
FROM : FIELDSERVICE  
DATE : 10-3-62  
NO. : 1896

ROUTINE

*Ref w/s*

Your 1704. You are authorized apply ONUC air transport to North Katanga famine shipments and to recover half cost from commercial suppliers. On food sales policy agree your proposal that sale price be local cost plus surface rate of transport on assumption latter is less than half of air transport between same points. Imperative we have your estimate of air costs these shipments to ONUC now being incurred and foressen in order that, in light of magnitude residual charges on ONUC budget, we can determine best means for financing.-

c.c. OIC. ✓



## INCOMING CODE CABLE

TO : MR. AHMED  
FROM : FIELDSERVICE  
DATE : 10-3-62  
NO. : 1895

PRIORITY

RCL 4/3

Your 1708 probably crossed our 1853 regarding Security recruitment. We believe willingness of four candidates to accept FS-2 appointment motivated by financial factors. This would also apply other candidates. Legault resigned from police December 1960 after fifteen years employment with final salary dollars 4.500 and present selfemployed income approximately 5.000. Dandenault resigned November 1961 after seventeen years service with final salary dollars 5.100 and now associated with Legault. Ethier with RCMP fifteen years pensioned December 1961 with final salary dollars 5.600 and at present employed as insurance representative on commission basis. Candieux present salary dollars 4.900. Therefore, basic FS-2 salary plus dependency with possibility save part of present per diem would prove attractive. Legaults and Dandenaults reasons for resigning are "personal". However, we realise that Quebec provincial police officials at times subject to involuntary action and we have requested RCMP investigate all four candidates view their potential utilisation in supervisory positions. Our reason for outlining background of four candidates in our 1852 was to enable you select possible successor to Jean Morin who resigned per our 1844. However, as indicated our 1853 you are not under obligation do so. Your 1708 "they be carefully reviewed" appears veiled inference you have personal knowledge four candidates qualifications and performance. If so, request complete information and your recommendation should you feel that any or all are not employable. In clear, we will inform you names of other Fieldservice security candidates. Please inform us should you have reason why any not employable based on personal knowledge their past performance.

Your 1722, unlikely we can dispatch any Canadian security personnel for at least two weeks because of checks being made per your request. Therefore security arrangements will have to be made using troops and security personnel already on hand.-

c.c. OIC. ✓



INCOMING CODE CABLE

SECRET

TO : MR. GARDINER  
FROM : MR. AMACHREE  
DATE : 9-3-62  
NO. : 1881

PRIORITY

*Copy given Mr. Marcella*

1. Would appreciate receiving copies or phostats of documents handed over by Cornaz and referred to under primo, secundo and tertio of your 173.

2. Fact, as indicated your 99, that documentary credits must now be confirmed by a single bank may arise from reluctance of foreign bankers to issue confirmation unless credits are covered by one hundred percent cash collateral. As you know, monetary council has met similar difficulties with United States bankers - see your 7447 and our 8973 of December 1960. If this assumption is correct it should be inferred that bulk of Katangese foreign assets is held by Swiss Bank which now issues confirmation and its identity would be of interest. Is Frasca aware of Cornaz revelations, and do you think that any useful purpose will be served by sending him to Eville to investigate?

3. Further to your 99, do you know if IBRD or IMF have been approached by Van Roey or Katangese authorities? For your information only, we understand that should Adoula/Tshombe talks prove successful IMF would be prepared to help as a mediator in financial settlement if requested by both parties.-

OIC only.



INCOMING CODE CABLE

PRIORITY

TO : MR. GARDINER  
FROM : MR. AMACHREE  
DATE : 9-3-62  
NO. : 1880

SECRET

Your G-214. While OPEX type agreement may be suitable for certain appointments it is the feeling here that for the appointment of judges a new arrangement should be made. I discussed with Schachter and Schreiber the legal implications of OPEX type contract for judges and we agreed on a modified form of contract which was cabled to Khiary yesterday. I have also in my 1794, 1711 and 1660 attempted to explain reasons for the non-adoption of OPEX type contract to Khiary. I would like to emphasize that the form of contract now recommended conforms with conditions embodied in the letter of request for recruitment forwarded to Khiary by Congolese ministry of Justice. As I believe that you will have access to all communications on this matter I do not propose to repeat our reasons.

It is not repeat not intended to offer judges terms of appointment inferior to those of ONUC experts and I expect that should any disparities come to Khiary's notice he would notify me and recommend necessary adjustments.

I have today cabled Khiary informing him that in order to avoid delays personnel are proceeding with recruitment.-

OIC only.



INCOMING CODE CABLE

SECRET

PRIORITY

TO : MR. GARDINER ✓  
FROM : SECGEN  
DATE : 9-3-62  
NO. : 1871

*Z. Robj B. A.  
R(1) x w/3  
EV-366*

Following received here today as cable number UNPAR 129:  
"R~~obj~~-Bennett. ONUC Elisabethville from Gibson-Parker, Paris.

Bunche now briefly in Paris discussed question raised between us during your recent visit here. Couldst please inform regarding present practicability original subject considering dispositions taken and changing developments in situation since we talked. Please cable Bunche directly who returns Newyorkwards sunday."

OIC only.-



INCOMING CODE CABLE.

PRIORITY.

REC 9/3

To : Mr. Khiary, Leopoldville.  
From : Mr. Amachree, New York.  
Date : 8 March 1962.  
No. : 1855

**SECRET**

For Frasca.

1. According to US Mission, Treasury will make ten million dollar check available in a matter of days, providing Irving Trust has in hand letters as drafted in attachments to Mccaw's letter dated 2 March. Please advise.

2. We consider initiating approaches for further contributions as soon as cash is deposited with Monetary Council's special account. In view of this, would appreciate receiving most recent figures regarding incoming and outgoing payments, present level of foreign exchange reserves and prospects for imports, exports and invisibles through 30 June 62.

cc. Mr. Gardiner. ✓

Pro



INCOMING CODE CABLE.

ROUTINE.

REC 9/3

To : Mr. Ahmed, Leopoldville.  
From : Fieldserv, New York.  
Date : 8 March 1962.  
No. : 1853

**SECRET**

Reference our clear cable today regarding Canadian Security recruitment: all are being recruited at FS-2 level with no repeat no indication to any candidate concerning supervisory positions. Four candidates mentioned appear most desirable prospects for supervisors position and they have been named in order of interviewer's appraisal. You should feel free to utilize candidates in any security position and assign to supervisory positions those you feel are best qualified.

cc. Mr. Gardiner. ✓

Pro



INCOMING CODE CABLE.

ROUTINE.

REF 9/3

To : Gen. MacEoin, Leopoldville.  
From : Mr. Bunche, New York.  
Date : 8 March 1962.  
No. : 1848

SECRET

Reference your ONUC 152.

Indian Mission now informs that captain Dhir, AMC, who travelled with a group of patients from the Congo to India was detailed in Delhi on official duty from 15 November to 23 November 1961. Detention certificate will be pouched to you in due course.

cc. Mr. Gardiner. ✓

Pro



INCOMING CODE CABLE.

ROUTINE.

To : Mr. Gardiner, Leopoldville.  
From : SECGEN, New York.  
Date : 8 March 1962.  
No. : 1846

*J. Erill*  
*EV-362*  
*9-3-62*

**SECRET**

Reference G-207.

Concur in advisability of a joint commission and of the principle behind the move as you state it.

Pro



ROUTINE.

Ref 9/3

To : Mr. Gardiner, Gen. MacEoin, Leopoldville.  
From : Mr. Bunche, New York.  
Date : 8 March 1962.  
No. : 1845

**SECRET**

Italian Mission informs on 8 March that Italian Airforce Deputy Chief of Staff, General Bucchi, who is going to Leopoldville to bring back bodies of Italian airmen killed in Kindu, wishes to discuss with Air Commodore Morrison and other ONUC officials " details for carrying out plan concerning airports and logistics problem to be taken into consideration ".

Pro



S E C R E T

ROUTINE

INCOMING CODE CABLE

To : Gen MacEoin, Leo  
From: Dr. Bunche, New York  
Date 8 March 62  
No : 1842

Reference ONUC 1655

Request sent to Belgian Mission today. Would be helpful for us to have more time to work on requests of this nature.

cc: Mr. R. Gardiner  
Pro

*Recd  
+ 9/3*



ROUTINE.

SEE REPLY  
Sent on  
11 MAR 62  
(G-230)

To : Mr. Khiary, Leopoldville.  
From : Mr. Amachree, New York.  
Date : 8 March 1962.  
No. : 1838-1839.

**SECRET**

Following my 815 please find below draft letter and draft contract in french. You will see that para IV and preamble refer to so-called "umbrella agreement", sent in duplicate on 19 January. These references assume that it has been signed. Would appreciate answer to my 9640.

French text follows:

" M.

La presente lettre a trait au contrat conclu entre le gouvernement de la Republique du Congo et vous-meme, au sujet de votre nomination en qualite de ..... pour la periode allant du ..... au ..... , contrat qui a pris effet le .....

Du fait que vous etes partie au contrat susmentionne, l'organisation des Nations Unies s'engage a vous verser, independamment des sommes qui vous seront allouees par le gouvernement de la republique du Congo en vertu dudit contrat, les indemnites ci-apres:

1. Un sursalaire d'un montant suffisant pour que votre traitement total atteigne la somme de ..... Ce sursalaire vous sera verse dans les monnaies ci-apres: .....; et

2. Une indemnite d'installation d'un montant de ..... Au cas ou certains de vours proches vous accompagneraient ou vous rejoindraient ulterieurement au Congo, vous percevrez une indemnite supplementaire d'un montant de .....

l'Organisation des Nations Unies s'engage egalement a verser les sommes (traitement et prestations connexes et indemnite pour cessation de service anticipee) qui pourraient vous etre dues en vertu de votre contrat avec le gouvernement de la Republique du Congo, si celui-ci n'effectue pas les versements en question.

Il est bien entendu que les presents arrangements ne vous confèrent pas la qualite de fonctionnaire (d'employe) de l'organisation des Nations Unies. Veuillez agreer, M. ...., l'expression de ma consideration distinguees.

Pour le Secretaire General ....."



SECRET

"Contrat d'emploi

Entre

Le gouvernement de la Republique du Congo et M. ....

Attendu que le gouvernement de la Republique du Congo (ci-apres denomme "le gouvernement") a conclu un accord en date du ..... avec l'organisation des Nations Unies, aux termes duquel le gouvernement peut demander a l'organisation de lui preter assistance en lui fournissant les services de personnes qui exerceront des fonctions administratives au Congo:

Attendu que la republique du Congo a un besoin urgent de personnel qualifie pour exercer des fonction touchant l'administration de la justice au Congo conformement a la constitution et a le legislation de la Republique:

Attendu que le gouvernement a demande a l'organisation des Nations Unies de l'aider a trouver les personnes qualifees en question et a s'assurer leur concours pour le service judiciaire de la Republique:

Attendu qu l'organisation des Nations Unies, pour donner suite a la demande precitee, a propose M. .... (ci-apres denomme "le magistrat") et sengage a lui accorder, en sa qualite de partie au present contrat, certaines garanties et certains avantages: et

Attendu que le gouvernement desire s'assurer les services du magistrat lequel est dispose a accepter l'emploi propose,

en consequence, les parties au present contrat sont convenues de ce qui suit:

Article premier

Fonctions et obligations du magistrat

1. Le gouvernement emploie le magistrat et le magistrat accepte d'etre employe dans le service judiciaire du gouvernement, pour y exercer les fonctions que comporte le poste suivant:

2. Dans l'accomplissement de sa tache, le magistrat devra respecter la constitution et les lois du peuple Congolais et sera regi par ellse: Il s'acquittera de sa tache et exercera ses fonctions de magistrat honorablement, layalement, impartialement et consciencieusement. Il ne sollicitera ni n'acceptera d'instructions d'aucun gouvernement ni d'aucune autorite exterieure a la Republique du Congo.



SECRET

## Article II

### Traitement et prestations connexes

1. Le gouvernement versera au magistrat un traitement de ..... par an qui sera exempté de l'impôt Congolais sur le revenu et sera payé en vingt-quatre versements égaux dus le ..... et le ..... jour de chaque mois pendant la durée du présent contrat. Le traitement annuel susmentionné et chaque tranche dudit traitement seront versés partiellement en monnaie congolaise et partiellement dans la monnaie du pays dont le magistrat est ressortissant (ou le magistrat réside) selon les pourcentages suivants:

2. Le gouvernement fournira au magistrat un logement meublé et fera tout son possible pour que ledit logement réponde aux besoins du magistrat et des membres de sa proche famille (femme et enfants à charge) et pour que la catégorie et les normes dudit logement correspondent au rang qui est le sien en tant que magistrat de l'état.

3. Le gouvernement assurera des soins médicaux et le traitement en hôpital au magistrat et aux membres de sa proche famille, dans la mesure où ces soins et ce traitement sont dispensés dans le pays.

4. Le gouvernement paiera les frais de voyage du magistrat et des membres de sa proche famille lors du recrutement et du rapatriement; toutefois, s'agissant des proches, l'autorisation expresse du gouvernement sera nécessaire et son octroi dépendra de l'existence d'un logement satisfaisant à un lieu d'affectation donné où le magistrat aura initialement manifesté le désir de faire venir sa famille de l'étranger. Les frais de voyage comprendront:

a) les frais afférents au voyage par avion en première classe ordinaire par l'itinéraire le plus direct et le plus économique entre le lieu de recrutement du magistrat et son lieu d'affectation.

b) le remboursement des faux frais effectifs au départ et à l'arrivée, à concurrence de six dollars pour le magistrat et de deux dollars pour chacun de ses proches autorisés à l'accompagner, pour chaque voyage soit lors du recrutement soit lors du rapatriement.



SECRET

c) les frais de passeport et les frais afférents à toute vaccination nécessaire, pour le magistrat et les membres de sa proche famille. Les visas congolais et autres autorisations d'entrée nécessaires seront fournis gratuitement au magistrat par le gouvernement.

### Article III

#### Applicabilité des conditions générales régissant l'exercice de fonctions officielles au service du gouvernement

Toute les dispositions et conditions applicables d'une manière générale à l'exercice de fonctions officielles dans l'administration judiciaire, qu'elles figurent dans des textes de loi ou dans des règlements administratifs, s'appliqueront à l'activité exercée par le magistrat en vertu du présent contrat, dans la mesure où ces dispositions et conditions ne sont pas incompatibles avec les clauses du présent contrat et celles des accords pertinents entre l'Organisation des Nations Unies et le gouvernement, étant entendu d'une part que le magistrat aura droit à un congé annuel et à un congé de maladie qui ne pourront être inférieurs à 45 jours par an respectivement, d'autre part que le magistrat ou ses proches percevront une indemnité raisonnable en cas de maladie, de blessure, d'infirmité ou de décès du magistrat imputable à l'exercice de fonctions officielles au service du gouvernement en vertu du présent contrat, et enfin, que le magistrat pourra se faire entendre et présenter sa version des faits au cas où le gouvernement ferait application des dispositions du paragraphe 2 de l'article VI du présent contrat.

### Article IV

#### Applicabilité de l'accord concernant le statut juridique et les immunités

Conformément à l'article IV de l'accord du ..... entre l'Organisation des Nations Unies et le gouvernement concernant l'assistance au gouvernement, les dispositions de l'accord du 27 Novembre 1961 entre l'Organisation des Nations Unies et le gouvernement concernant le statut juridique, et les privilèges et immunités de l'Organisation des Nations Unies au Congo ainsi que les facilités accordées à celle-ci s'appliqueront au magistrat qui sera assimilé à un fonctionnaire au service de l'Organisation des Nations Unies au Congo aux fins des accords en question. Des copies des deux accords sont adressées ci-joint au magistrat pour information.



SECRET

Article V

Date a laquelle le present contrat prendra effet et duree de validite

Le present contrat prendra effect a la date ou la deuxieme signature y sera apposee. Il restera valable pendant une periode de deux ans a compter de cette date, periode qui sera prolongee, le cas echeant, de la duree necessaire pour permettre le rapatriement rapide du magistrat et de sa famille, a moins qu'il ne soit renouvele par accord des parties.

Article VI

Resiliation du contrat par l'une ou l'autre partie avant la date prevue

1. Nonobstant les dispositions de l'article V ci-dessus, le magistrat peut mettre fin au present contrat a l'expiration d'une periode de ..... mois sous reserve d'aviser par ecrit le gouvernement, trois mois a l'avance, de sa demission.

2. Le gouvernement peut egalement mettre fin au present contrat avant la date prevue, sous reserve d'aviser par ecrit le magistrat au moins trois mois a l'avance, et ce, pour l'un des motifs ci-estres:

a) en raison de son etat de sante, le magistrat n'est plus capable de remplir ses fonctions; ou

b) le magistrat se conduit d'une maniere critiquable ou a une conduite indiquant qu'il ne possede pas les hautes qualites d'integrite requises par les fonctions qu'il exerce.

3. Si le gouvernement met fin au present contrat en se fondant sur l'alinéa a) du paragraphe precedent, le magistrat recevra une indemnité équivalant a cinq jours de traitement pour chaque mois de service restant a accomplir; toutefois, le montant de cette indemnité ne pourra être inférieur au traitement afférent a trente jours ouvrables.

En foi de quoi, le present contrat a ete signe par les parties interessees en double exemplaire, aux dates et lieux indiques sous leurs signatures respectives.

.....

.....

CC. MR. GARDINER.  
PRO