

Subject Files Regarding Social Welfare
Distribution and Delivery
C/SOC/530/1 - Water Bills at Refugee Camp

20/04/1962 - 07/08/1963

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ORIGINALS

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SERIES S-0737

BOX 9

FILE 1

ACC. DAG13/1.6.1.0

ROUTING SLIP

TO

2. Marcella

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

Please

• Contact

Mr. Gilman

His
Long

DATE

FROM

10/VIII

ROUTING SLIP

TO

Mr. Gorge'

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

As soon as we have a
reply from Mr. Gilpin
we will draft a follow-
up letter to the Minister
of Social Affairs accordingly.

DATE

9/8

FROM

Marcelle

9 August

3

TO : Mr. A.C. Gilpin, Deputy Chief of Civilian Operations
FROM : Rémy Gorgé, Principal Legal Adviser and Political Adviser
SUBJECT : Tshokwe refugees

... With reference to my memorandum of 3 August, I attach for your information a copy of the reply we received from the Chief UN Representative in Elisabethville on the above subject.

... Encl.

KPM/END

ORGANISATION DES NATIONS UNIES
AU CONGO



UNITED NATIONS ORGANIZATION
IN THE CONGO

BOITE POSTALE 7346
LEOPOLDVILLE
REPUBLIQUE DU CONGO
CABLE: ONUC. LEOPOLDVILLE

ML-102

3 August 1963.

TO: Mr. Max H. Dorsenville, Officer-in-Charge,
ONUC, Leopoldville.

FROM: A. Nshashibi, Chief UN Representative in
South-Katanga, Elisabethville.

SUBJECT: Tshokwe refugees.

Re your memo of 29 July 1963, we have perused all our registers which could have thrown any light on the list of names attached to your above mentioned memo; but, unfortunately, we found nothing to denote that any of the listed names was, at any time, evacuated by ONUC from South-Katanga to Leopoldville.

*noted - to be filed in
copy sent. 2/8*

Doc 530/1

3 August

3

TO : Mr. A.C. Gilpin, Deputy Chief of Civilian Operations
FROM : Rémy Gorgé, Principal Legal Adviser and Political Adviser
SUBJECT : Tshokwe refugees

... For your information, I attach copies of a memorandum and a letter
on the above subject from the Officer-in-Charge to ONUC, Elisabethville
and the Minister of Social Affairs respectively, the latter of which is
in reply to the Minister's letter which you forwarded to us (copy also
... attached).

I would be grateful if you would let us know if any data can be
found in the Civilian Operations records concerning the persons mentioned
on the list appended to the letter from the Minister of Social Affairs.
You will recall that at the time of the evacuation of the refugee camp in
Elisabethville, Mr. Tooby, assisted by Mr. Habal, was responsible for the
coordination from this end of the operation.

RH/mm

ROUTING SLIP

TO

Mr Gorse

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

The attached
copies are needed
by the Registry.

I will make photo-
copies if needed.

2 of memo VMD
repl the 30/7

DATE

FROM

Marcello

✓

~~C/Pol 113 (6)~~
~~X/ C/ Soc 530/~~

29 July 1963

To: Mr. A. Nashashibi, ONUC Chief Representative, Elisabethville
From: Max H. Dorsinville, Officer-in-Charge, Leopoldville
Subject: Tshokwe refugees

... Attached please find a copy of a self-explanatory letter
... from the Ministry of Social Affairs; appended thereto is a list of
Tshokwe refugees residing in Léopoldville who have expressed the
desire to return to Lualaba province. It will be noted that some
of the refugees claim that they have been brought to Léopoldville
from South Katanga by ONUC.

I would be grateful if you would let me know if you have
any information concerning the persons mentioned on the attached list
as there is a possibility that they may have been among those
evacuated from the Elisabethville refugee camp in 1962.

C/ ~~SAC~~ Pol 000 Cent Gov

X C/ SAC 530

Léopoldville, le 29 juillet 1963

Monsieur le Ministre,

J'ai l'honneur d'accuser réception de votre lettre No. 1046/CAB/M.A.S. en date du 23 courant, concernant l'évacuation de certains réfugiés Tshokwe, et de porter à votre connaissance que nous sommes actuellement engagés dans l'examen de nos dossiers pour établir si des renseignements peuvent être trouvés sur les personnes dont les noms figurent sur la liste annexée à votre lettre.

Je vous communiquerai ultérieurement les résultats de notre enquête.

Veillez agréer, Monsieur le Ministre, les assurances de ma haute considération.

Max H. Dorsinville,
Chargé de la Mission
des Nations Unies au Congo.

Son Excellence Monsieur J. MASSA,
Ministre des Affaires Sociales,
LEOPOLDVILLE.

02/052

RÉPUBLIQUE DU CONGO
GOUVERNEMENT CENTRAL



Ministère des Affaires Sociales

~~Jeunesse et Sports~~

B. P. 3275

DIRECTION

CABINET DU MINISTRE

JUL 25 1963

ACTION

Réf. n° :

Annexe :

Objet : Evacuation réfugiés
Tshokwe.-

TO:

1

2

3

☐ Not Completed

☐ Acknowledged

☐ No Action Required

INITIALS

Léopoldville, le 23 juillet 1963.-

(1) N° 1046 /CAB/M.A.S.

Organisation des Nations Unies
Building "Le Royal"

LEOPOLDVILLE.-

C.I. A. S.E. Monsieur le Vice-Premier
Ministre Chargé des Questions Sociales

Messieurs,

J'ai l'honneur de vous faire savoir que ces derniers temps, je reçois plusieurs visites des réfugiés Tshokwe qui me demandent de les rapatrier au Sud-Katanga. Certains d'entr'eux prétendent avoir été amenés à Léopoldville par les soins de votre Organisation mais ne possèdent aucun document en faisant foi.

Afin de me permettre de constituer le dossier de chacun et procéder ainsi à leur évacuation, je vous transmets, ci-annexée, la liste des réfugiés Tshokwe qui m'a été communiquée par l'Honorable Monsieur MUHUNGA Ambroise, Député National et vous prie de me la retourner avec vos avis et considérations.

Une prompt réponse de votre part m'obligerait.

Veuillez agréer, Messieurs, l'assurance de ma considération distinguée.-

Le Ministre,



MASSA-

LISTE DES REFUGIES QUI SONT a Léopoldville, et
qui doivent regagner la Province du LUALABA.
(KOLWEZI)

MUTOMBO Benoit marié avec 4 Enfants.
Masengo Cyprien " sans enfant
Sazua Mundongo Jean marié sans enfant
Mafuta Emmanuel marié avec 2 enfants
Mayutu Mashi marié sans enfant.
Tshishika Léonard, marié avec 4 enfants
Kavungu Raphael marié avec Trois enfants.
Mandanji Mingeli célibataire.
Pami Jozeph Marié avec 2 enfants.
Kabeya Clement marié avec 1 enfant.
Shinduola Albert célibataire
Kabinda Alfred "
Likato Luisa "
Tshiyuka François "
Kalukangu Matheus "
Bilonbo Matheus "
Luiji Kalutwe "
Liwunda Kufuna "
Munguli Tshameya "
Tololi Lumbala "
Zuze Sambimbi "
Funete Fernand "
Kanepa Georges "
Lucas Mayambi "
Kumboyo Casimir "
Koji Pierre marié avec un enfant.

27 hommes + 8 femmes + 17 Enfants = 47 personnes.

Tous ont été évacués par 2 moyens, les uns par
ONUC. les autres ont passé eux-mêmes par l'Angola, au moment
de l'événements du 20/8/1960 à Dilolo pendant de règne de Royaume
Katangaise avec ses acolytes.

MUHUNGA Ambroise H.
Député Congolais.

ORGANISATION DES NATIONS UNIES
AU CONGO



UNITED NATIONS ORGANIZATION
IN THE CONGO

BOITE POSTALE 7248
LEOPOLDVILLE
REPUBLIQUE DU CONGO
CABLE : ONUC LEOPOLDVILLE

INTER - OFFICE MEMORANDUM

27 July 1963

To: Mr. R. Gorgé, Senior Political and Legal Adviser
From: Z.F. Marcella, Legal Adviser
Subject: Attached letter NO. 1046/CAB/MA.S. dated 23 July 1963,
and appended list from Ministry of Social Affairs

1. The attached letter concerns a request from a number of Tshokwe refugees (a tribe spread over Northern Rhodesia, Angola and Katanga) residing in Leo, who have asked to be repatriated to their "pays d'origine" (the newly-created province of Lualaba). Some of these refugees claim that they have been brought to Leo by ONUC. The Minister of Social Affairs recognises that their repatriation is a responsibility of the Congolese authorities and all he asks is whether ONUC possesses any documentation which might corroborate the above-mentioned claim of some among them.

2. In this respect there are two possibilities:

- (a) some persons on the list may have been among the roughly 40,000 refugees evacuated from the refugee camp at Eville to their tribal areas by ONUC in May-July 1962;
- (b) some may have been among the approximately 15 persons brought to Leo from South Katanga by ONUC in the course of last year under arrangements for which Mr. Jacobs and Mr. Verbrugge (in Eville) were mainly responsible, under Mr. Gardiner's direction (they were brought to Leo on the ground that they possessed ^{were} or alleged to possess valuable information concerning the South Katanga Sûreté and foreign mercenaries).

3. On the last-mentioned possibility I have checked with Mr. Jacobs who told me that none of "his people" are among the names mentioned on the list appended to the Minister of Social Affairs' letter.

4. As regards the first-mentioned possibility, the operation "evacuation refugee camp Eville" was carried out jointly by the ONUC Offices in Leopoldville and Eville (and Luluabourg-Bakwanga as well) under the overall direction of Leopoldville (Mr. Gardiner). As regards Leo Mr. Tooby was responsible for co-ordinating the operation assisted by Mr. Habal (second floor). As regards the Eville Office Mr. Gussing was chief co-ordinator for the refugee camp, assisted by Maj. Forslund and others, while Mr. Verbrugge was indirectly involved on account of some special cases with which he dealt (see above under 2(b)). Of the Eville staff mentioned only Mr. Verbrugge is still in the mission area.

5. I doubt very much whether nominal lists have been kept by ONUC, either in Eville or Leo, of the persons evacuated from the refugee camp, but it is possible that some data are still available in our Eville Office.

6. I therefore suggest that the following steps be taken:

- (1) transmit a copy of the Minister of Social Affairs' letter and appended list to our Eville Office and ask them if they have any information in their files concerning the persons mentioned in the list;
- (2) send a copy of our memo to Eville and attachments to the second floor asking them the same question;
- (3) interim reply to the Minister of Social Affairs informing him that we are examining our files for data concerning the persons mentioned on the list. It may also be suggested to the Minister of Social Affairs that he approach the Red Cross *informally* on this matter.

... 7. For convenience drafts of memorandum and letter referred to in paragraph 6(1) and (3) are attached.

Marcello

C/SAC 530
~~1/ C/POL 113(C)~~

29 July 1963

To: Mr. A. Ndashihizi, ONUC Chief Representative, Elisabethville
From: Max H. Dorsinville, Officer-in-Charge, Leopoldville
Subject: Tshokwe refugees

... Attached please find a copy of a self-explanatory letter
... from the Ministry of Social Affairs; appended thereto is a list of
Tshokwe refugees residing in Léopoldville who have expressed the
desire to return to Lualaba province. It will be noted that some
of the refugees claim that they have been brought to Léopoldville
from South Katanga by ONUC.

I would be grateful if you would let me know if you have
any information concerning the persons mentioned on the attached list
as there is a possibility that they may have been among those
evacuated from the Elisabethville refugee camp in 1962.

SOC 530/

27 July

3

To: Mr. R. Gorgé, Senior Political and Legal Adviser
From: Z.F. Marcella, Legal Adviser
Subject: Attached letter NO. 1046/CAB/M.A.S. dated 23 July 1963,
and appended list from Ministry of Social Affairs

of Tshokwe refugees

1. The attached letter concerns a request from a number of Tshokwe refugees (a tribe spread over Northern Rhodesia, Angola and Katanga) residing in Leo, who have asked to be ~~evacuated~~ *evacuated* to their "pays d'origine" (the newly-created province of Lualaba). Some of these refugees claim that they have been brought to Leo by ONUC. The Minister of Social Affairs recognises that their ~~evacuation~~ *evacuation* is a responsibility of the Congolese authorities and all he asks is whether ONUC possesses any documentation which might corroborate the above-mentioned claim of some among them.
2. In this respect there are two possibilities:
 - (a) some persons on the list may have been among the roughly 40,000 refugees evacuated from the refugee camp at Eville to their tribal areas by ONUC in May-July 1962;
 - (b) some may have been among the approximately 15 persons brought to Leo from South Katanga by ONUC in the course of last year under arrangements for which Mr. Jacobs and Mr. Verbrugge (in Eville) were mainly responsible, under Mr. Gardiner's direction (they were brought to Leo on the ground that they possessed or alleged to possess valuable information concerning the South Katanga Sûreté and foreign mercenaries).
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- (3) interim reply to the Ministry of Social Affairs informing him that we are examining our files for data concerning the persons mentioned on the list. It may also be suggested to the Minister of Social Affairs that he approach the *informally* Red Cross on this matter.

... 7. For convenience drafts of memorandum and letter referred to in paragraph 6(1) and (3) are attached.

RG/vmd

le 23 juillet 1963

Monsieur le Directeur,

Nous avons l'honneur d'accuser réception de votre lettre No. 00/NW/TN/1081 du 11 juillet, et nous tenons à vous faire savoir que la question que vous soulevez fait l'objet de toute notre attention. Nous vous écrirons ultérieurement à ce sujet.

Veuillez agréer, Monsieur le Directeur, l'assurance de notre haute considération.

Rémy Gorgé,
Conseiller juridique principal
et Conseiller politique.

Monsieur I. MUKADI,
Directeur de la Régidese,
Boite Postale 1349,
ELISABETHVILLE.

Mr. Martella.

Please hold file
until we hear
from our Rep.

re. Kaminia

● Regis. file should be
brought up to date. 30/VII

done
20m³⁰/7

TELEPHONE MESSAGE

Date _____

For _____

From _____

Their Ext. _____ Time Rec'd _____

" Phone No. _____

Will call again [] Return call []

Remarks: _____



ZFM/vmd

BOITE POSTALE 7248
LEOPOLDVILLE
REPUBLIQUE DU CONGO
CABLE : ONUC LEOPOLDVILLE

INTER - OFFICE MEMORANDUM

20 July 1963

BACKGROUND INFORMATION NOTE

Subject: Kilubi power plant and action recommended with regard to Regideso's letter of 11 July 1963, No. 00/MW/TN/1081 (attached)

1. The Regideso letter contains the following propositions:

- (a) that "suite aux opérations militaires qui ont eu lieu dans la région ^(presumably in Jan. 63) cette exploitation of the Kilubi power plant nous a été retirée;
- (b) before January 1963 Regideso had a "contrat de fourniture d'énergie électrique" with the authorities in charge of the power plant;
no contract with ONUC —
- (c) Regideso wishes to "reprendre à notre charge l'exploitation de la centrale hydro-électrique à Kilubi"; *(Aller à l'origine du sujet — reporter à Rec?)*
- (d) ONUC's "prise en possession" of the power plant is "à titre de gardien tutélaire";
- (e) ONUC should "un temps venant, la remettre i.e., the power station à l'Autorité légitime à laquelle elle appartient";
- (f) the "Autorité légitime" is the Central Government "qui de son côté nous confie l'exploitation de la distribution de l'énergie électrique".

2. On the subject of the operation of the Kilubi power plant, situated at 80 kilometres north-east of Kamina base, an agreement was signed on 26 May 1962 between ONUC and the Grand Chief Kasongo Niembo (for text see flag in attached file), the main provisions of which are as follows:

- (a) the Grand Chief shall be responsible for the operation and maintenance of the hydro-electric power station and for the maintenance of the high tension line and all other installations of the hydro-electric power station located outside the base (Articles II and III);

the Grand Chief shall bear all necessary expenses, including wages, for the restarting and operation of the hydro-electric power station and for the maintenance of the high-tension line and other ancillary installations situated outside the base (Article IX);

- (b) the ONUC base authorities shall be responsible for the operation and maintenance of the transformation station and high-tension line located inside the base (Article IV);
- (c) provision for periodic inspection (at least once weekly) of the power station and high tension line located outside the base by ONUC technicians accompanied by technicians of the Grand Chief. ONUC technicians shall have free access to all these installations and will not be disturbed in their work by the armed personnel of the Grand Chief;
- (d) the base shall receive the entire electricity output of the power station and shall in turn distribute through the transformer station the electricity needed by Kaminaville and the base; if the electricity requirements of Kaminaville and the base should exceed the output of the power station, such output shall be shared equally between Kaminaville and the base;
- (e) the agreement provides specifically that none of its provisions shall "affect the legal status of these installations nor give the contracting parties any right whatsoever to continuance of such operation".

3. From the Regideso letter and a report by Mr. Postma dated 19 June 1962 (flagged in file), I understand that the operation of the plant under the agreement was actually carried out ^{by K. Regideso} by Regideso as concessionnaire. In this they received technical assistance from the base in the form of spare parts for the plant and the periodic control and inspection visits by ONUC engineers referred to above.

4. The present situation as regards the operation of the plant is not clear, in particular whether, and if so to what extent, the January 1963 events have rendered the agreement of 26 May 1962 inoperative. Military Information Branch informs me that the occupancy of the plant by ONUC in January 1963 was a strictly military operation for protective purposes and which did not interfere with the operation of the plant nor change its status in any way. If this is correct then there would hardly be any basis for Regideso's letter to us or at any rate for addressing it to ONUC instead of to the Central Government.

5. Further, on the same point: a cable from Mr. Twigt dated 7 January 1963 instructed Mr. Postma to take over the responsibility for the operation and maintenance of the plant and to report any difficulties the base authorities might encounter in this respect. There is no report on file concerning the taking over of the plant by ONUC. In a general report dated 14 May 1963 on the situation in the Kaminaville area it is stated that

"the Kilubi power plant is to be considered as a part of the base". This statement is ambiguous. Does it mean that the plant is being operated by ONUC (as are the installations at the base) or merely that the plant is now within the area of effective ONUC control which in January 1963 extended to large areas outside the base?

6. In view of the uncertainties mentioned above it is suggested we send a cable to Mr. Postma asking for information on these points (see attached draft).

...

7. In view of the fact that the Regideso letter raises various aspects (military, security, economic, political and legal) which called for consultations among various ONUC sections and probably with New York as well, it is suggested we send an interim reply to Regideso - acknowledgment of receipt (see attached draft).

8. It is further suggested we send copies of the Regideso letter, our interim reply and of the cable to Kamina, to the Force Commander and the Chief Administrative Officer, asking for their comments from the military and administrative points of view respectively. In the OIC's covering memorandum to the Force Commander and the CAO, the following points may be included, depending on the answers we receive from Kamina:

- (a) if ONUC is now responsible for the operation of the plant, can this responsibility be relinquished and the plant released to the "legitimate authority"? What arrangements are to be made with what authorities before this is done? Such arrangements should include:
 - (i) reimbursement to ONUC for its expenses relating to the operation of the plant from the date it took over the operation;
 - (ii) continued supervision and control of the operation of the power station similar to that exercised by ONUC under the 1962 agreement in view of the vital importance of the plant to the base;
- (b) if ONUC's presence at the plant is solely for protective and security purposes without ONUC having undertaken responsibility for the operation of the plant, is it necessary or desirable for ONUC to withdraw its guard detachment from the site of the plant (under arrangements similar to those referred to above, mutatis mutandis).

9. Regideso states that the legitimate authority in charge of the power station is the Central Government. However, Article 220, paragraph 11 of the Loi Fondamentale provides that "l'exploitation des sources d'énergie hydraulique destinées à satisfaire les besoins de la province" is a matter falling within the exclusive competence of the provincial authorities. This point will have to be examined also.

ORGANISATION DES NATIONS UNIES
AU CONGO



UNITED NATIONS ORGANIZATION
IN THE CONGO

BOITE POSTALE 7248
LEOPOLDVILLE
REPUBLIQUE DU CONGO
CABLE : ONUC LEOPOLDVILLE

ZFM/vmd

INTER - OFFICE MEMORANDUM

18 July 1963

INTERNAL NOTE FOR DISCUSSION

To: Legal - for internal use only

Subject: Provisional notes and comments on file C/SOC 530(1) (Registry of the Officer-in-Charge): Regideso claim for payment of bills for consumption of water by the Elisabethville Refugee Camp

1. The attached Security Council Reports (S/4940, paragraphs 7, 11 and 14, and S/4940/Add.12, paragraphs 20-27) describe the origins of the Elisabethville refugee camp. According to these reports the responsibility for the coming into existence of the camp rests with the Elisabethville provincial authorities, in particular the Surêté, which by a violent campaign of terrorisation and intimidation forced the Balubas of Katanga and those originally from Kasai (together approximately 85 per cent. of the refugee population) as well as other smaller tribal groupings politically opposed to the Tshombé régime, to leave their homes in the African sections of Elisabethville and seek the protection of the United Nations.
2. It would seem inconsistent with the position as set forth in the foregoing reports for ONUC to formally accept liability to pay for the cost of water supplies to the refugee camp, these expenses having been occasioned by the wrongful acts of the Elisabethville provincial authorities, the liability for which properly rests with them. The position so far taken by ONUC in refusing to pay these bills therefore seems perfectly logical.
3. Regideso points out that ONUC has agreed to supply certain foodstuffs and medical supplies to the refugee camp, thereby implying that there is an inconsistency in ONUC's position to the detriment of Regideso. It is obvious that apart from the fact that part of these supplies were actually furnished, without charge to the ONUC budget, by voluntary agencies co-operating with ONUC in the care and relief programme of the refugees, that these measures taken by ONUC were strictly of an emergency nature, imperative from the humanitarian point of view, as it is very likely that without the said supplies the resulting hunger, destitution and possibly epidemics in

the overcrowded conditions of the camp would have caused serious disturbances and loss of human lives on a much larger scale than actually occurred. In actual fact the provincial authorities should ~~also~~ have paid for these supplies, but since they would not have become available if necessary action had depended on these authorities, ONUC did what was necessary and proper. It is evident that these actions by ONUC are without prejudice to its legal position as regards the responsibility for coming into existence of the refugee camp and its various consequences.

4. The Regideso invoices seem sufficiently detailed and accurate. They have been duly verified and found to present normal charges. No charges are included for water consumption by ONUC troops for which ONUC is being separately billed in accordance with its contract with Regideso.

5. While ONUC's legal position with respect to the Regideso bills seems perfectly logical as well as legally sound (because even if ONUC's actions with respect to the refugee camp are considered as a caretaker ~~obligation~~ *operation* for and on behalf of the Elisabethville authorities, ONUC would be entitled to present these authorities with the bill of the expenses connected with its "gestion d'affaires"), consideration may be given to negotiating a compromise settlement on the basis of the following considerations and along the following lines:

- (a) Regideso also acted in the public interest in supplying purified water to the refugee population, thereby preventing the occurrence of dangerous diseases and epidemics;
- (b) Regideso is holding in abeyance the payment of its debt to ONUC amounting to 1,617,695 francs, representing the cost of electric power supplied by ONUC to the Regideso branch in Kamina. Regideso has stated that it declines to pay this debt unless ONUC settles the water bill for the refugee camp;
- (c) since it is not likely that ONUC will be able to collect this debt from Regideso without engaging in costly legal proceedings, consideration may be given, for the sake of closing this matter, to ONUC agreeing to pay the amount of 1,617,695 francs towards the water bill, thereby offsetting the two claims, provided that the Elisabethville authorities accept to pay the remainder of the water bill, or that Regideso agree to abandon its claim against ONUC for that amount;
- (d) an approach may be made to the Central Government, preferably by Regideso, to ask its assistance in reminding the Elisabethville authorities of their obligations in this respect, and in persuading them to meet these obligations. This approach could of course be made before a compromise solution as referred to above is attempted.

cc. Mr. Gorge' w. file + S.C. reports ✓
Mr. Taff

21 m
18/7

ORGANISATION DES NATIONS UNIES
AU CONGO



UNITED NATIONS ORGANIZATION
IN THE CONGO

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

WJ

Ref: CLSBD/3/10

13 July 1963

To : Office of Officer-in-Charge
From : E. F. Espinar, Claims Section
Subject : Claim by Regideso, Elisabethville for outstanding water bills in respect of supplies to Baluba Camp

E. F. Espinar

..... We are returning herewith your file No. C/SOC 530(1) on the
above subject, on which Claims Section action has now been completed.

DRAFT - 8 August 1963

TO : Mr. J. Postma, Base Administrator, Kamina Base
FROM : Max H. Dorsinville, Officer-in-Charge, ONUC
SUBJECT : Takeover of hydro-electric power plant in Kilubi

Please refer to your memorandum of 31 July on the above subject.

Before we reply to Regideso's letter, I would appreciate clarification on the following points:

(1) I understand that the agreement of 26 May 1962 between ONUC and Kasongo Njembo concerning the operation of the power plant is no longer operative. I am, of course, aware of the fact that the position may well be taken that the agreement itself was null and void and therefore produced ^{effect} no legal complications since those who ^{concluded} created it on the Katangese side were not legally authorized to do so. However, as you know, the Central Government has not a priori treated all acts performed by the Katangese authorities during the secession period as a mere nullity. In some cases such acts and transactions were treated as legally void, in others they were regarded as having produced at least certain effects ^{if not ~~legally~~ in the full legal sense.}
de facto. An example is the Katanga currency: By Presidential Order No. 3 of 9 January 1963 it was treated as having a certain monetary value, if not as legal tender (and there are a number of other examples, ^{for i.} ~~example~~ gendarmerie, customs, etc.). There is no good reason why ONUC should not follow the same policy and continue to ^{carry out such parts of} observe agreements which it was forced to conclude in the past with the "Katangese authorities" ^{as} ~~These elements~~ which ought to be preserved and treated as legally valid ^{provided} ex post facto ^{being} in the opinion of ONUC, in agreement with the Central Government, the political and economic interests of the country and of the United Nations, so required. Your statement that "Kilubi has always been an integral part of the base" ^{qualification} will be understood as subject to these ^{clarification} and that "there has never been any control over the Kilubi Power Plant by the Regideso".

(2) For those reasons and in order to enable me to make appropriate suggestions to the Central Government regarding Regideso's request I require specific information on the following points:

Is ONUC at present
or only responsible for its custody?
Who is actually in charge of the operation of the plant? In a

cable of 7 January 1963, Mr. Twigt indicated that you should take over responsibility for the operation and maintenance of the plant and report any difficulties the Base authorities may encounter in this respect.

We have not been able to trace a report concerning ^{our} the takeover of the plant by the Base authorities, ^{but} *father from Regideso's letter that this* which I understood took place some time ^{1963.} in January. ^{at present exclusively} If the Base authorities are ~~now fully~~ in charge of the operation

of the plant, who is ~~actually~~ carrying out the day to day operations of running the plant and maintaining its installations? Is this done by ONUC technicians together with local workers or by Regideso technicians, or by both? Who pays the local workers and the Regideso technicians if the latter are still engaged in the operations of the plant?

(3) I am aware of the fact that any decision concerning the takeover of the plant by Regideso or by any other legitimate authority may be subject to appropriate ^{conditions} ~~decisions~~ and may form part of the decisions which are to be taken regarding the future position of Kamina Base as a whole. However, ^{at the appropriate time} pending the taking of such decisions I cannot disregard Regideso's request until I have at least at my disposal all ^{hereto} pertinent information, and ^{on the basis thereof} provided that I am satisfied that no decisions ~~should be taken whatever~~ as regards the plant independently of the other problems connected with ^a the possible handing over of the Base to the Congolese authorities.

ZFM/mm

DRAFT - 8 August 1963

TO : Mr. J. Postma, Base Administrator, Kamina Base
FROM : Max H. Dorsinville, Officer-in-Charge, ONUC
SUBJECT : Takeover of hydro-electric power plant in Kilubi

Please refer to your memorandum of 21 July on the above subject.

Before we reply to Regideso's letter, I would appreciate clarification on the following points:

I understand that the agreement of 26 May 1962 between ONUC and Kasongo N'embo concerning the operation of the power plant is no longer operative. I am, of course, aware of the fact that the position may well be taken that the agreement itself was null and void and therefore produces no legal complications since those who created it on the Katanga side were not legally authorized to do so. However, as you know, the Central Government has not a priori treated all acts performed by the Katangese authorities during the secession period as a mere nullity. In some cases such acts and transactions were treated as legally void, in others they were regarded as having produced at least certain effects de facto. An example is the Katanga currency. By Presidential Order No. 3 of 9 January 1963 it was treated as having a certain monetary value, if not as legal tender (and there are a number of other examples, for example gendarmerie, customs, etc.). There is no good reason why ONUC should not follow the same policy and continue to observe agreements which it was forced to conclude in the past with the "Katangese authorities". Those elements which ought to be preserved and treated as legally valid ex post facto being in the opinion of ONUC in agreement with the Central Government, the political and economic interests of the country and of the United Nations, so required. Your statement that "Kilubi has always been an integral part of the base" will be understood as subject to this clarification.

For those reasons and in order to enable me to make appropriate suggestions to the Central Government regarding Regideso's request I require specific information on the following points:

Who is actually in charge of the operation of the plant? In a cable of 7 January 1963, Mr. Twigt indicated that you should take over responsibility for the operation and maintenance of the plant and report any difficulties the Base authorities may encounter in this respect. We have not been able to trace a report concerning the takeover of the plant by the Base authorities, which I understood took place some time in January. If the Base authorities are now fully in charge of the plant, who is actually carrying out the day to day operations of running the plant and maintaining its installations? Is this done by ONUC technicians together with local workers or by Regideso technicians, or by both? Who pays the local workers and the Regideso technicians if the latter are still engaged in the operations of the plant?

I am aware of the fact that any decision concerning the takeover of the plant by Regideso or by any other legitimate authority may be subject to appropriate ^{conditions} ~~arrangements~~ and may form part of the decisions which are to be taken regarding the future position of Kamina Base as a whole. However, pending the taking of such decisions I cannot disregard Regideso's request until I have at least at my disposal all pertinent information, and provided that I am satisfied that no decisions should be taken whatever as regards the plant independently of the other problems connected with the possible handing over of the Base to the Congolese authorities.

ZFM/mm

Regidero / Kibubi plant
Political / Military
Administration ?

~~Security~~

see ^{also} other file ^{water for} Baluba

camp.

George is A.K.

What is involved?

Agreements re Kibubi plant

see Ahmed - take over

from Kas. Numbi -

location

ROUTING SLIP

TO

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

DATE

FROM

ROUTING SLIP

TO

Mr George

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

DATE

17/7

FROM

MHD

20 July

3

BACKGROUND INFORMATION NOTE

Subject: Kilubi power plant and action recommended with regard to Regideso's letter of 11 July 1963, No. 00/MW/TM/1081 (attached)

1. *Kilubi power station is located at 80 km N.E. of Kamina base. The high-tension lines run from the power station through the base to Kaminaville. All electricity out =*
2. The Regideso letter contains the following propositions: *pres. Jan. 63*
- (a) that "suite aux opérations militaires qui ont eu lieu dans la région cette exploitation de the Kilubi power plant nous a été retirée; *+ that ONUC took possession of plant*
 - (b) before January 1963 Regideso had a "contrat de fourniture d'énergie électrique" with the authorities in charge of the power plant; *no contract with ONUC -*
 - (c) Regideso wishes to "repandre à notre charge l'exploitation de la centrale hydro-électrique à Kilubi"; *letter refers to conversations in Kinshasa on subj - reported to Leo?*
 - (d) ONUC's "prise en possession" of the power plant is "à titre de gardien < tutélaire"; *custodian - of part of the base -*
 - (e) ONUC should "un temps venant, la remettre i.e., the power station" à l'Autorité légitime à laquelle elle appartient";
 - (f) the "Autorité légitime" is the Central Government "qui de son côté nous confie l'exploitation de la distribution de l'énergie électrique".

3. On the subject of the operation of the Kilubi power plant, situated at 80 kilometres north-east of Kamina base, an agreement was signed on 26 May 1962 between ONUC and the Grand Chief Kasongo Niembo (for text see flag in attached file), the main provisions of which are as follows:

- (a) the Grand Chief shall be responsible for the operation and maintenance of the hydro-electric power station and for the maintenance of the high tension line and all other installations of the hydro-electric power station located outside the base (Articles II and III);

located inside the base
 The power is received by a transformer station which distributes the electricity to Kaminaville & base. In May 1962 an Agreement was signed between the base authorities and Kasongo Niembo concerning the operation of the power station etc. The details of this Agreement are given in point 3 below.

the Grand Chief shall bear all necessary expenses, including wages, for the restarting and operation of the hydro-electric power station and for the maintenance of the high-tension line and other ancillary installations situated outside the base (Article IX);

- (b) the ONUC base authorities shall be responsible for the operation and maintenance of the transformation station and high-tension line located inside the base (Article IV);
- (c) provision for periodic inspection (at least once weekly) of the power station and high tension line located outside the base by ONUC technicians accompanied by technicians of the Grand Chief. ONUC technicians shall have free access to all these installations and will not be disturbed in their work by the armed personnel of the Grand Chief;
- (d) the base shall receive the entire electricity output of the power station and shall in turn distribute through the transformer station the electricity needed by Kaminaville and the base; if the electricity requirements of Kaminaville and the base should exceed the output of the power station, such output shall be shared equally between Kaminaville and the base;
- (e) the agreement provides specifically that none of its provisions shall "affect the legal status of these installations nor give the contracting parties any right whatsoever to continuance of such operation".

3. From the Regideso letter and a report by Mr. Postma dated 19 June 1962 (flagged in file), I understand that the operation of the plant under the agreement was actually carried out by Regideso as concessionnaire. In this they received technical assistance from the base in the form of spare parts for the plant and the periodic control and inspection visits by ONUC engineers referred to above.

4. The present situation as regards the operation of the plant is not clear, in particular whether, and if so to what extent, the January 1963 events have rendered the agreement of 26 May 1962 inoperative. Military Information Branch informs me that the occupancy of the plant by ONUC in January 1963 was a strictly military operation for protective purposes and which did not interfere with the operation of the plant nor change its status in any way. If this is correct then there would hardly be any basis for Regideso's letter to us or at any rate for addressing it to ONUC instead of to the Central Government.

5. Further, on the same point: a cable from Mr. Twigt dated 7 January 1963 instructed Mr. Postma to take over the responsibility for the operation and maintenance of the plant and to report any difficulties the base authorities might encounter in this respect. There is no report on file concerning the taking over of the plant by ONUC. In a general report dated 14 May 1963 on the situation in the Kaminaville area it is stated that

"the Kilubi power plant is to be considered as a part of the base". This statement is ambiguous. Does it mean that the plant is being operated by ONUC (as are the installations at the base) or merely that the plant is now within the area of effective ONUC control which in January 1963 extended to large areas outside the base?

in sense of part of UN premises as means

6. In view of the uncertainties mentioned above it is suggested we send a cable to Mr. Postma asking for information on these points (see attached draft).

7. In view of the fact that the Regideso letter raises various aspects (military, security, economic, political and legal) which called for consultations among various ONUC sections and probably with New York as well, it is suggested we send an interim reply to Regideso - acknowledgment of receipt (see attached draft).

8. It is further suggested we send copies of the Regideso letter, our interim reply and of the cable to Kamina, to the Force Commander and the Chief Administrative Officer, asking for their comments from the military and administrative points of view respectively. In the OIC's covering memorandum to the Force Commander and the CAO, the following points may be included, depending on the answers we receive from Kamina:

- (a) if ONUC is now responsible for the operation of the plant, can this responsibility be relinquished and the plant released to the "legitimate authority"? What arrangements are to be made with what authorities before this is done? Such arrangements should include:
 - (i) reimbursement to ONUC for its expenses relating to the operation of the plant from the date it took over the operation;
 - (ii) continued supervision and control of the operation of the power station similar to that exercised by ONUC under the 1962 agreement in view of the vital importance of the plant to the base;
- (b) if ONUC's presence at the plant is solely for protective and security purposes without ONUC having undertaken responsibility for the operation of the plant, is it necessary or desirable for ONUC to withdraw its guard detachment from the site of the plant (under arrangements similar to those referred to above, mutatis mutandis).

Custodian?

9. Regideso states that the legitimate authority in charge of the power station is the Central Government. However, Article 220, paragraph 11 of the Loi Fondamentale provides that "l'exploitation des sources d'énergie hydraulique destinées à satisfaire les besoins de la province" is a matter falling within the exclusive competence of the provincial authorities. This point will have to be examined also.

c) copies of above corr (incoming letter
acknowled receipt and cable to Lima to
F.C. and CAO asking their comment from
mil. & admin pov resp. ^{Following questions}
~~are~~ may be raised ^{depending on answer from Portma} in ~~the~~ ^{new or after having rec'd Portma's reply} memo to
F.C. & CAO: (1) can we are actually
operating ^{by ONUCC technicians} plant, now be released ^{to legitimate owner (Central Port)} under
tri-partite arrangements to be made
(Central port - ONUCC - Repideso) T(3) If ONUCC
presence at plant constitutes ^{only} military
occupation ^{without ONUCC being responsible for having undertaken} ~~without interfering~~ ^{actual} plant operation
~~which~~ of plant, does this occup interfere
with op (as all by Reg) and can it
now be withdrawn (~~yes~~ under ^{similar} arr ^{in m.})
~~by Reg~~ as indic above)

by central port or Reg
T These arrangements should include ^{1) Reim-}
bursement to ONUCC for expenses oper ^{plant} between
Jan - ~~now~~ ^{date of returning operation to Reg} (Reg. mentioning other claim by ONUCC
for supply of el. power to it) 2) continue control
superior of plant by ONUCC as under Agst 26/5/6.
in view obvious importance ^{plant} to operation base

Other questions have not been raised in cable to Kamina as they ~~would~~^{should} preferable to await ^{his} report on actual situation + questions concern more partic mil / admin / legal matters

- *) Finally a point to be looked into does plant belong to central post (as alleged by Reg) or province authorities but - L. P. provides: -
 219. - sub 21(?) - 27
 220. - sub 11 exclus prov. -

If central post owner no doubt desirable from pol p or normal situation

Background info

- Kilubi power plant ^{though} located 80 km N.W. of Kamina base, ^{now considered to} former part of base (see report Postma -
From former station inside base
The plant supplies both Kamina base and Kamina ville with el power
- prior to Dec ^{events} Jan: arr for access to plant from base + control of its operation (weekly inspection) - ^{re agreement with K.N. May 62} re putting back into operation + operation itself
- in Jan occupied by ONUC?
- thereafter ~~restored to K.N. under agreement re control of operation + access?~~
- 15 June '62 official inauguration: re-opening plant. Had it been destroyed in Dec 61 events?
K.N. Adm to take care of plant

Drop Memo to Postman

Ref our KA - I enclose copy of
the letter in question

RILUBI

Draft memo

Dors to F.C.

Sub : Operation of Rilubi power plant

Attached pls find copy of a letter from
Reydesa in which ~~the~~^{it is} requested that ~~either~~
~~be restored~~ ^{to this Coz.} the oper. and exploit. of the power pl.

I would be grateful for any comments
which you ^{may} have on this proposal.
from the military point of view

I deem to CAO :

Comen. from the admin p.o.v.

Copy to Ahmed.

Amertion of ^{pacac} claim against central govt. for
operational costs of power station from
Jan '63 (see cable to Turpt from Postma dated
5/1/63 + Ahmed's memo)

KILU B1

Note : at time of agreement with K.N. (May '62) central govt had no effective author. in area. Situation has now changed.

DRAFT Memo to F.C.

We have rec'd att. request from Repideso.

We understand that in Jan power plant has been occupied by ORIC for protective purposes + ^{which superseded} ~~an~~ agreement with K.N. re operation.

Can we now release to central govt author + turn over to legitimate owner?

We are only occupying as custodian. If your answer positive we will take matter up with central govt (so that they can make arr. with Repideso and ourselves: distributing plant located on base)

Portma memo ignores K.N. agreement
De facto recognition of situation cannot be
So many things unknown — ignored

- ✓ Did we re-occupy pl. in 1963?
- ✓ Who runs plant? ONUC technicians?
- ✓ Who pays local workers? ONUC?

— make it Part of negotiations re
handing over of the base to Congolese
authorities?

Art. 220 L.F.

219

→ Send new ^{memo} cable to ~~Leto~~ Portma with
pertinent questions

- Is plant an integral of base?

Are should not touch it?

- Lump it together with negotiations re handing over of base? not necessarily?

To whom should we talk?

Central govt? What about Art. 220 L.F.?

Also → Defence clause

What does Postma mean by "there has never been any control over plants by Repulse"

My impression from their letter is that they are still running it though not on a contractual basis. ^{no longer in full control +}

We cannot consider all acts passed during the secession period as a priori legally void - non avenue. Some will be so considered but others will be "legalized" post facto of Katanga currency.

Draft further memo to Postma who actually operates
- U.N. agreement - status of

le 18 juin 1963

A: Colonel K. Nurk, Service du Logement,
Elisabethville

De: E. F. Espinar, Service du Contentieux,
Léopoldville

Objet: Litige Regideso

Nous accusons réception de votre/memo du 13 juin 1963.

Pour votre information, veuillez trouver ci-
..... joint copie de notre lettre du 20 mai 1963 informant
la Regideso que les Nations Unies ne peuvent assumer
aucune responsabilité pour le paiement de ces fac-
tures.

ORGANISATION DES NATIONS UNIES
AU CONGO



UNITED NATIONS ORGANIZATION
IN THE CONGO

Réf. : 842/SL/63/LV/EK

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

Elisabethville, le 13 juin 1963.-

A : Madame Irène LORENZO - Legal Claims Officer - Léopoldville
De : Col. K. NURK - Chief Accommodation Officer - Elisabethville
Objet : Litige Régideso

A handwritten signature in green ink, appearing to be 'A. Nurk', is written to the right of the distribution list.

... Ci-joint veuillez trouver la lettre n° 00/AL/JRN/650 du 21 mai 1963, ainsi que les 5 annexes que nous venons de recevoir de cette Société.

Etant donné que ce litige ne relève pas de notre compétence et vu notamment que des contacts ont été pris avec le Représentant, nous l'avons, à cet effet, transmise à son adjoint, Mr P. WILLIS.

Ce dernier nous prie de nous référer à la lettre n° ML/80 du 17 mai 1963 vous adressée par Mr E.W. MATHU.

Nous tenons cependant à vous informer que nous sommes constamment dérangés et vous serions reconnaissants de bien vouloir vous mettre en rapport directement avec cette Société, afin que toute correspondance relevant de ce contentieux vous soit adressée directement.

D'avance nous vous remercions.

RÉGIE DE DISTRIBUTIONS D'EAU ET D'ÉLECTRICITÉ
DE LA REPUBLIQUE DU KATANGA CONGO.-

TÉL. 4153

REGIDESO

B.P. 1349

INSTITUTION PUBLIQUE AUTONOME

N° 00/AL/JRN/650.-

DOS. N° 112.-

Elisabethville, le 21 mai 1963.-

SERVICE DU CONTENTIEUX

ORGANISATION DES NATIONS UNIES
AU CONGO - "ONUC"
B.P. 307 B
ELISABETHVILLE

Messieurs,

OBJET : NOS FACTURES DES 8/3 ET 13/12/1962-CAMP DES REFUGIES.

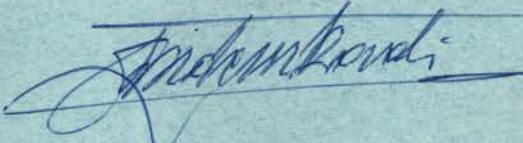
Pour faire suite aux derniers entretiens que nous avons eu le plaisir d'avoir avec vous nous vous adressons en annexe nos factures rectifiées pour la fourniture d'eau au camp des réfugiés.-

Cette rectification ramène votre solde débiteur en nos livres pour ces fournitures à :
 $4.887.642 \text{ fr} + 1.860.160 \text{ fr} = 6.747.802 \text{ fr},-$

Nous espérons que cette dernière mise au point vous permettra enfin de nous régler cette créance qui remonte à plus d'un an.-

D'avance nous vous en remercions et vous prions d'agréer, Messieurs, l'assurance de notre considération très distinguée.-

Le Directeur



I. MUKADI

W-Vier
Wm.
28/5/63

REGIDESO

TÉL. 4153

B. P. 1349

ELISABETHVILLE, le 13 DECEMBRE 1962.-

FACTURE COLLECTIVE DES
CONSUMMATIONS D'EAU DE :
No DE RÉFÉRENCE : F. C.

FORFAIT DE CONSOMMATION D'EAU DU CAMP
OCCUPE PAR LES AUTOCHTONES SUR LA CHAUSSEE

KASENGA.-

PAYABLE AU COMPTANT PAR VST

BANQUES DE LA PLACE
C. C. P. No V. 174
CAISSE, de 9 h. à 11 h.

DE 302 0

Edikat - 33208

No D'ORDRE	DATE DU RELEVÉ	No RACCORDT	DESIGNATION	INDEX		CONSOMM. TOTALE EN M3	VALEUR DES CONSOMMATIONS			LOCATIONS DES COMPTEURS	TOTAUX
				DU JOUR	PRECEDENT		M3	PRIX DU M3	FRANCS		
1	MARS 62.		25.000 PERSONNES.....				10	4,40	" "	" "	44.00
2							120	5,40	" "	" "	648.00
3							116120	4,50	" "	" "	522540.00
4	AVRIL 62.		" 25.000 " " 30JOURS.				10	4,40	" "	" "	44.00
5							120	5,40	" "	" "	648.00
6							112370	4,50	" "	" "	505665.00
7	MAI 62.		25.000 " " 31JOURS.				10	4,40	" "	" "	44.00
8							120	5,40	" "	" "	648.00
9							116120	4,50	" "	" "	522540.00
10	JUIN 62.		10.000 " " 30JOURS.				10	4,40	" "	" "	44.00
11							120	5,40	" "	" "	648.00
12							44870	4,50	" "	" "	201915.00
13	JUILLET 62		5.000 " " 31JOURS.				10	4,40	" "	" "	44.00
14							120	5,40	" "	" "	648.00
15							23120	4,50	" "	" "	104040.00
16											1.860160.-
17			ANNULE LA PRECEDENTE FACTURE DU MONTANT DE 2.231.050 FRANCS.								
18			DEUX MILLIONS DEUX CENT TRENTE ET UN MILLE CINQUANTE FRANCS.								
19			ETABLIE EN DATE DU 25 JUIN 1962.-								

Certifié sincère et véritable et arrêté la présente facture à la somme de :

TOTAL A PAYER

UN MILLION HUIT CENT SOIXANTE MILLE CENT SOIXANTE FRANCS.-

REGIDESO

TÉL. 4150

B. P. 1349

FACTURE COLLECTIVE DES
CONSUMMATIONS D'EAU DE :
No DE RÉFÉRENCE : F. C.

PAYABLE AU COMPTANT PAR VST

BANQUES DE LA PLACE
C. C. P. No V. 174
CAISSE, de 9 h. à 11 h.

ELISABETHVILLE, le 0 MARS 1962.-

O. N. U.

FORFAIT de consommation d'eau du camp
occupé par les autochtones sur la
chaussée kasenga;

DE 30 & 0

Edikat - 33203

No D'ORDRE	DATE DU RELEVÉ	No RACCORDT	DESIGNATION	INDEX		CONSOMM. TOTALE EN M3	VALEUR DES CONSUMMATIONS			LOCATIONS DES COMPTEURS	TOTAUX
				DU JOUR	PRECEDENT		M3	PRIX DU M3	FRANCS		
1	Sept. 1961.	"	40.000 personnes	à 15	1 par jour pendant.	30 JOURS.	100	6,50	44.00		1
2							120	5,40	648.00		2
3							179870	4,50	809415.00		3
4											4
5											5
6	Oct. 1961.	"	"	"	"	"	31 JOURS.	10	4,40	44.00	6
7								120	5,40	648.00	7
8								185870	4,50	836415.00	8
9											9
10	Nov. 1961.	"	"	"	"	"	30 JOURS.	10	4,40	44.00	10
11								120	5,40	648.00	11
12								179870	4,50	809415.00	12
13											13
14											14
15	Déc. 1961.	"	"	"	"	"	31 JOURS.	10	4,40	44.00	15
16								120	5,40	648.00	16
17								185870	4,50	836415.00	17
18											18
19											19
20	Jan. 1962.	"	"	"	"	"	31 JOURS.	10	4,40	44.00	20
21								120	5,40	648.00	21
22								185870	4,50	836415.00	22
23											23
24											24
25											25
26	Fév. 1962.	"	"	"	"	"	28 JOURS.	10	4,40	44.00	26
27								120	5,40	648.00	27
28								167870	4,50	755415.00	28
29											29
30											30
31											31
32											32
33											33
34											34
35											35
36											36

Certifié sincère et véritable et arrêté la présente facture à la somme de :

TOTAL A PAYER

4.887.642

QUATRE MILLION HUIT CENT QUATRE VINGT SEPT MILLE SIX CENT QUARANTE DEUX FRANCS.-

Dans ce forfait nous ne tenons pas compte de; toutes les dégradations occasionnés à

FACTURE COLLECTIVE DES
CONSUMMATIONS D'EAU DE :
No DE RÉFÉRENCE : F. C.

occupé par les autochtones sur la
chaussée kasenga;

PAYABLE AU COMPTANT PAR VST

BANQUES DE LA PLACE
C. G. P. No V. 174
CAISSE, de 9 h. à 11 h.

DE 30 & 0

Edikat - 33208

No D'ORDRE	DATE DU RELEVÉ	No RACCORDT	DESIGNATION	INDEX		CONSOMM. TOTALE EN M3	VALEUR DES CONSUMMATIONS			LOCATIONS DES COMPTEURS	TOTAUX
				DU JOUR	PRECEDENT		M3	PRIX DU M3	FRANCS		
1	Sept. 1981.	"	48.000 personnes	à 15	l par	jour pendant.	30 JOURS.	100	6,50		44.00
2								120	5,40		648.00
3								179870	4,50		809415.00
4											
5											
6	Oct; 1981.	"	"	"	"	"	31 JOURS.	10	4,40		44.00
7								120	5,40		648.00
8								185870	4,50		836415.00
9											
10											
11	Nov. 1981.	"	"	"	"	"	30 JOURS.	10	4,40		44.00
12								120	5,40		648.00
13								179870	4,50		809415.00
14											
15											
16	Déc. 1981.	"	"	"	"	"	31 JOURS.	10	4,40		44.00
17								120	5,40		648.00
18								185870	4,50		836415.00
19											
20											
21	Jan. 1982.	"	"	"	"	"	31 JOURS.	10	4,40		44.00
22								120	5,40		648.00
23								185870	4,50		836415.00
24											
25											
26											
27	Fév. 1982.	"	"	"	"	"	28 JOURS.	10	4,40		44.00
28								120	5,40		648.00
29								167870	4,50		755415.00
30											
31											
32											
33											
34											
35											
36											

Certifié sincère et véritable et arrêté la présente facture à la somme de :

TOTAL A PAYER

4.887.642

QUATRE MILLION HUIT CENT QUATRE VINGT SEPT MILLE SIX CENT QUARANTE DEUX FRANCS.-

Dans ce forfait nous ne tenons pas compte de; toutes les dégradations occasionnés à
notre réseau du fait quelles sont nombreuses et diverses. nous les prenons à notre charge.
Le montant de celles-ci représenterait également une somme très importante.-

DE LA REPUBLIQUE

XXXXXXXXXX CONGO.-

DD/AL/JRN/650.-
112.-

21 mai 1963.-

SERVICE DU CONTENTIEUX

ORGANISATION DES NATIONS UNIES
AU CONGO - "ONUC"
B.P. 307 B
ELISABETHVILLE

Messieurs,

OBJET : NOS FACTURES DES 8/3 ET 13/12/1962-CAMP DES REFUGIES.

Pour faire suite aux derniers entretiens que nous avons eu le plaisir d'avoir avec vous nous vous adressons en annexe nos factures rectifiées pour la fourniture d'eau au camp des réfugiés.-

Cette rectification ramène votre solde débiteur en nos livres pour ces fournitures à :
 $4.887.642 \text{ F} + 1.860.160 \text{ F} = 6.747.802 \text{ F},-$

Nous espérons que cette dernière mise au point vous permettra enfin de nous régler cette créance qui remonte à plus d'un an.-

D'avance nous vous en remercions et vous prions d'agréer, Messieurs, l'assurance de notre considération très distinguée.-

Le Directeur

1 O Dest.
1 c DD. 112.
2 c Suppl.
1 c Cl.61.

I. MUKADI

00/AL/TN/422

112

SERVICE DU CONTENTIEUX

3 avril 1963

Monsieur MATHU
Représentant des Nations Unies

à
ELISABETHVILLE

Monsieur le Représentant,

OBJET : CAMP DES REFUGIES - CREANCE FOURNITURES D'EAU.

Faisant suite à notre entretien de ce jour, nous vous adressons, en annexe, la copie de notre lettre AL/1428 du 18.10.62 adressée à l'O.N.U.C. Elisabethville, au sujet de notre créance de 7.118.692 frs pour les fournitures d'eau que nous avons effectuées à votre Camp des Réfugiés.

A ce jour nous n'avons reçu aucune réponse à cette lettre.

Nous vous serions très obligés de vouloir bien intervenir auprès des Autorités responsables de votre Organisation pour obtenir la liquidation de cette ancienne créance.

Avec nos remerciements, nous vous prions d'agréer, Monsieur le Représentant, l'assurance de notre haute considération.

Le Directeur

I. MUKAOI

DD/AL/TN/1428

112

18 octobre 1962.

SERVICE DU CONTENTIEUX

Annexe: copie votre lettre du

7.8.62 -

copie de notre lettre

n°1085 du 14.8.62 et annexe ORGANISATION DES NATIONS UNIES

AU CONGO - "ONUC"

B.P.307 B

ELISABETHVILLE

Messieurs,

Nous référant à l'agréable entretien que nous avons eu avec le Colonel MURK nous vous confirmons que notre institution a pour unique souci de distribuer l'eau potable à toute la population.

Par suite de l'extension constante de notre réseau nous avons prévu, depuis plus d'un an, la captage des sources de la Kasapa afin d'alimenter, par un apport nouveau de 6.000 m3 par jour, les quartiers occupés par vos troupes sur les hauteurs de la ville qui sont actuellement privés d'eau partiellement ou totalement.

Nous pensons plus spécialement à la Commune de la RUASHI, à l'aérodrome, au Guest House de la SABENA, au Square Uvira, à la Kasapa, à la Kibembe, au quartier industriel, au nouvel Hôpital occupé par votre Q.G. et à l'Hôpital Universitaire.

Jusqu'à ce jour le Gouvernement du Katanga n'a pu nous réserver les crédits nécessaires à cette nouvelle adduction dont le montant de la première tranche est estimé à 20.000.000.- F.K..

Nous avons toutefois l'autorisation de financer nous-mêmes ces travaux pour lesquels un crédit sera prévu en 1963.

1 c dest.

1 c 112

1 c suppl.

--/--

Le problème financier qui se pose à nous est largement influencé par notre créance de 7.110.692 frs sur votre Organisation pour les fournitures d'eau que nous avons effectuées à votre Camp des Réfugiés.

Compte tenu des fournitures d'électricité que vous nous avez faites à Kamina pour un total de 1.617.695 frs, c'est un montant de 5.500.997 frs que vous restez nous devoir.

Le règlement de cette créance, ajouté à notre disponible, nous permettrait de commencer immédiatement les travaux de captage sans craindre de les interrompre à défaut de fonds suffisants.

Nous ajouterons que nous sommes tellement convaincus que vous reconnaîtrez le bien-fondé de notre créance que nous n'avons pas hésité à décider que les travaux commenceront le 22 courant.

Il est toutefois indispensable que nous soyons assurés de votre règlement afin de ne pas commencer une entreprise que nous ne saurions terminer sans votre versement de 5.500.997 frs.

Nous ne voyons pas pourquoi cette créance soit classée parmi les différends politiques du Gouvernement Katanga vis à vis de votre Organisation, alors que nous avons agi dans un esprit d'intérêt public et surtout pour éviter de grossir des épidémies qui pourraient en résulter de cette malheureuse conséquence.

Nous espérons que ces explications vous permettront de clore ce litige en considérant que nos fournitures d'eau, que nous avons effectuées dans un but humanitaire, vous ont permis de ravitailler votre Camp des Réfugiés au même titre que les fournitures de vivres, farine, viande, etc... que vous avez achetées pour vos protégés.

Avec nos remerciements nous vous prions d'agréer, Messieurs, l'assurance de notre considération très distinguée.

Le Directeur

I. MUKADI

le 20 mai 1963

A: M. A. Marx, Chef Adjoint des Services Administratifs
De: Irène Lorenzo, Service du Contentieux
Objet: REGIDESO - Elisabethville

Faisant suite à notre lettre du 14 courant, nous nous empressons de vous faire savoir que M. Mathu vient de nous informer qu'il n'avait pris aucun engagement à l'égard de la Regideso.

Nous vous envoyons ci-joint, pour votre information, copie de notre lettre à la Regideso.

le 20 mai 1963

Monsieur,

Consommation d'eau - Camp des Balubas

Faisant suite à votre visite en notre bureau, relative à l'affaire sous rubrique, nous sommes au regret d'avoir à vous confirmer la teneur de notre lettre du 15 mai 1962, à savoir que l'ONUC ne peut assumer aucune responsabilité du chef de ce paiement.

Veuillez agréer, Monsieur, l'assurance de notre parfaite considération.

Stephen Landau
Chef du Service du Contentieux

Monsieur Ildephonse Ghislain Mukadi,
Directeur de la Regidese,
B. P. 1349,
ELISABETHVILLE.

ORGANISATION DES NATIONS UNIES
AU CONGO



UNITED NATIONS ORGANIZATION
IN THE CONGO

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

ML-80

TO: Irene Lorenzo, Legal Claims Officer, ONUC, Leopoldville

FROM: E.W. Mathu, UN Representative, Elisabethville

A handwritten signature in dark ink, appearing to read 'E.W. Mathu', with a horizontal line drawn underneath it.

SUBJECT: REGIDESO water bills

DATE: 17 May 1963

I refer to your memorandum dated 7 May about the visit by Mr. Mukadi, Manager of the REGIDESO, concerning the outstanding account for water consumption by the refugees in the former Baluba camp in Elisabethville.

Mr. Taff, Special Legal Adviser, has a file on this subject which may be of assistance to you.

The only correspondence with Mr. Mukadi on this subject was a letter, copy enclosed, advising him that ONUC is not able to accept responsibility for payment. We have not at any time stated "that the matter would be settled and paid in Leopoldville".

In fact we have never indicated that the account would ever be paid by ONUC.

cc: Mr. Charles Taff

C O P Y

Elisabethville, le 15 Mai 1962

Monsieur le Directeur,

Me référant aux factures REGIDESO du 8 mars 1962 pour la consommation d'eau du Camp occupé par les réfugiés à Elisabethville, j'ai le regret de vous informer que Mr. R. Gardiner, Chargé de la Mission des Nations Unies au Congo, a décidé que l'ONUC ne peut pas accepter la responsabilité de ce paiement.

Pour le règlement de ces factures nous suggérons que vous les transmettiez à l'agence Katangaise gouvernementale appropriée.

Nous vous retournons, ci-jointes, lesdites factures.

Veillez agréer, Monsieur le Directeur, nos salutations distinguées.

G. Bjune
Chef de l'Administration

Monsieur le Directeur
REGIDESO - B.P. 1349
Elisabethville

14 May 1963

To : Mr A. Marx, Deputy Chief Administrative Officer
From : Stephen Landau, Chief Claims Officer
Subject : Regidese water bills

..... The matter referred to in the enclosed cable has now been passed to this Section. The manager of Regidese, Mr Mukadi, called on us a few days ago and alleged that payment of the bills by ONUC had been promised to him at Elisabethville. We have accordingly inquired of the Chief UN Representative in that city whether there is any substance to Mr Mukadi's allegation. As soon as a reply is received, the claim will be either processed further or closed.

cc: Mr E. W. Mathu, Chief UN Representative
Elisabethville

C O P Y

Mr Taff: Where does this matter now stand? 11/5 A.M. (m nana)

FM ONUC EVILLE

TO ONUC ADMINFIELD LEO

UNCLAS FINELZ/578 TWIGT DECANDIA FROM BERMAN. REUR LEOELI/1312 REFER
MY MEMO 17 APRIL 1963. SITUATION STILL NOT SETTLED. REGIDESO CLAIMS
PAYMENT OF CF 8.736.587 FOR ELECTRICITY USED BY REFUGEE CAMP
DURING PERIOD AUGUST 1961 TO JULY 1962. ONUC HAS NOT YET AGREED
TO PAY THAT AMOUNT CONSIDERING IT THE RESPONSIBILITY OF PROVINCIAL
GOVERNMENT. DIRECTOR REGIDESO MUKADI WAS IN LEOPOLDVILLE THIS
WEEK TO DISCUSS MATTER WITH TAFF. PAYMENT OF AMOUNT DUE BY
REGIDESO I.E. CF 1.617.695 FOR KAMINA PENDING DECISION ABOVE

7 May 1963

To : Mr E. W. Mathu, Chief UN Representative
Elisabethville

From : Irene Lorenzo, Legal Claims Officer
Leopoldville

Subject : Regidese water bills

We have received a visit of Mr Eldephonse Ghislain Mukadi, manager of the Regidese, for the settling of outstanding bills for water consumption by the refugees in the former Baluba camp, Elisabethville.

The outstanding bill amounts to 5,500,997 C.frs after deduction of 1,617,695 C.frs representing the cost of power ONUC supplied to Regidese in Kamina.

Although Mr Gardiner has rejected the responsibility for payment of water for the former Baluba camp, the manager of the Regidese stated that he was promised from your end the matter would be settled and paid in Leopoldville.

Before this claim can be reconsidered we would appreciate it if you could provide us with your comments on the subject.

ROUTING SLIP

TO

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

DATE

FROM

OPERATION DES NATIONS UNIES
AU CONGO



UNITED NATIONS OPERATION
IN THE CONGO

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

C/FIN 113.

30 April 1963
JB/dd.

To: Mr. C. Taff, Special Legal Adviser
From: T. De Candia, Chief Finance Officer
Subject: Our invoices amounting to K.Frs. 1.617.695.
to Regideso- Kamina

We would appreciate your informing us of what action has been taken by your office regarding the collection of above mentioned invoices representing charges for supply of electricity and water from the Kilubi power plant to Kaminaville during the third and fourth quarters of 1961.

*Spoke to De Candia today. Told him we
have never received invoices, or seen or
heard of them. & that since I was
going on leave, I would refer matter
to Irene Lorenzo for follow up.*

*Charles Taff
1 May*

Ildephonse Ghislain Mukadi

DIRECTEUR

DE LA RÉGIE DE DISTRIBUTIONS D'EAU ET D'ELECTRICITÉ

B. P. 1349
PHONE 4153
AV. MOERO 214

ELISABETHVILLE
REGIDESO
KATANGA

00/AL/TN/422

112

SERVICE DU CONTENTIEUX

3 avril 1963

RECOMMANDEE.

Monsieur MATHU
Représentant des Nations Unies

à
ELISABETHVILLE

Monsieur le Représentant,

OBJET : CAMP DES REFUGIES - CREANCE FOURNITURES D'EAU.

Faisant suite à notre entretien de ce jour, nous vous adressons, en annexe, la copie de notre lettre AL/1428 du 18.10.62 adressée à l'O.N.U.C. Elisabethville, au sujet de notre créance de 7.118.692 frs pour les fournitures d'eau que nous avons effectuées à votre Camp des Réfugiés.

A ce jour nous n'avons reçu aucune réponse à cette lettre.

Nous vous serions très obligés de vouloir bien intervenir auprès des Autorités responsables de votre Organisation pour obtenir la liquidation de cette ancienne créance.

Avec nos remerciements, nous vous prions d'agréer, Monsieur le Représentant, l'assurance de notre haute considération.

Le Directeur



I. MUKADI

ORGANISATION DES NATIONS UNIES
AU CONGO



UNITED NATIONS ORGANIZATION
IN THE CONGO

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

ML-341

20 December 1962.

TO: Mr. Charles Taff, Special Legal Adviser,
ONUC, Leopoldville.

FROM: E.W. Mathu, Chief UN Representative in E'ville.

SUBJECT: Regideso Water Bills for Former Baluba Refugee Camp

I would like to acknowledge receipt of your memorandum of 22 November 1962. I have delayed my answer to the points raised in your paragraph 2 a), b), c) and d), as these required a certain amount of research.

Hereunder are the answers to your queries:-

- a) The billing was done on approximate calculations as all the water meters in Refugee Camp area were damaged or destroyed by the Balubas.
- b) The amounts charged is normal tariff.
- c) The number of persons in the Camp is calculated far below of the actual number, which was approximately 70,000.
- d) We have gone through checking the water bills together with the representatives of Regideso and have found an error amounting to 370.890 francs in our favour. (Self explanatory letter and corrected bill attached hereto).

As mentioned in d) above, I enclose herewith copy of a letter from Regideso of 15 December as well as a corrected bill dated 13 December 1962.

RÉGIE DE DISTRIBUTIONS D'EAU ET D'ÉLECTRICITÉ
DU KATANGA

TEL. 4153

REGIDESO

B.P. 1349

INSTITUTION PUBLIQUE AUTONOME

N° 386/JDL/HM.-

Doc. N° 45 ONU.-

Elisabethville, le 15 décembre 1962.

ORGANISATION DES NATIONS UNIES

AU CONGO

B. P. 307 B

ELISABETHVILLE.-

Messieurs,

Faisant suite à votre lettre n° 287/SL/62 du 11 décembre 1962, nous vous retournons en annexe notre facture du montant de F 1 860 160.- (UN MILLION HUIT CENT SOIXANTE MILLE CENT SOIXANTE FRANCS), qui annule et remplace celle de F 2 231 050.- établie en date du 25 juin 1962.

Quant au tarif : 10 m3 à 4,40 F, 120 m3 à 5,40 F et 179870 m3 à 4,50 nous vous informons que celui-ci est appliqué aux autochtones des communes Albert, Kanye etc. Nous avons donc considéré ici la population du Camp des réfugiés comme habitant ces communes.

En ce qui concerne le deuxième point, nous avons, comme vous pourrez d'ailleurs le remarquer, diminué le nombre d'habitants jusqu'en dessous de la réalité, du fait que la population du camp était difficile à déterminer.

Toutefois et afin de rester dans la logique, un tarif spécial avait été appliqué en se référant plus ou moins sur celui accordé aux habitants des communes précitées.

Nous espérons néanmoins que ces renseignements seront de nature à vous satisfaire et vous prions d'agréer, Messieurs, l'assurance de notre considération distinguée.

LE CHEF DE STATION

LE CHEF DE SERVICE

F. ILUNGA.-

H. CHOCHA.-

FACTURE COLLECTIVE DES
CONSOMMATIONS D'EAU DE :
No DE RÉFÉRENCE : F. C.

FORFAIT DE CONSOMMATION D'EAU DU CAMP OCCUPE PAR
LES AUTOCHTONES SUR LA CHAUSSEE KASENGA

PAYABLE AU COMPTANT PAR VST

BANQUES DE LA PLACE
G. C. P. No V. 174
CAISSE, de 9 h. à 11 h.

DE 30 à 0

Edicongo — 52040

No D'ORDRE	DATE DU RELEVÉ	No RACCORDT	DESIGNATION	INDEX		CONSOMM. TOTALE EN M3	VALEUR DES CONSOMMATIONS			LOCATIONS DES COMPTEURS	TOTAUX
				DU JOUR	PRECEDENT		M3	PRIX DU M3	FRANCS		
	MARS 62		25.000 PERSONNES A 150 LITRES PAR JOUR PENDANT 31 JOURS								
							10	4 40			44 00
							120	5 40			648 00
							116120	4 50			522540 00
	AVRIL 62		25.000 " " " "				30 JOURS				
							10	4 40			44 00
							120	5 40			648 00
							112370	4 50			505665 00
	MAI 62		25.000 " " " "				31 JOURS				
							10	4 40			44 00
							120	5 40			648 00
							116120	4 50			522540 00
	JUIN 62		10.000 " " " "				30 JOURS				
							10	4 40			44 00
							120	5 40			648 00
							44870	4 50			201915 00
	JUILLET 62		5.000 " " " "				31 JOURS				
							10	4 40			44 00
							120	5 40			648 00
							23120	4 50			104040 00
											1.860160.-

ANNULE LA PRECEDENTE FACTURE DU MONTANT DE 2.231.050 FR.
DEUX MILLIONS DEUX CENT TRENTE ET UN MILLE CINQUANTE FRANCS.
ETABLIE EN DATE DU 25 JUIN 1962.

[Signature]

Certifié sincère et véritable et arrêté la présente facture à la somme de :

. UN MILLION HUIT CENT SOIXANTE MILLE CENT SOIXANTE FRANCS.-

[Signature]

TOTAL A PAYER

FACTURE COLLECTIVE DES
CONSUMMATIONS D'EAU DE :
No DE RÉFÉRENCE : F. C.

FORFAIT DE CONSOMMATION D'EAU DU CAMP OCCUPÉ PAR
LES AUTOCHTONES SUR LA CHAUSSEE KASENGA

PAYABLE AU COMPTANT PAR VST

BANQUES DE LA PLACE
G. G. P. No V. 174
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No D'ORDRE	DATE DU RELEVÉ	No RACCORDT	DESIGNATION	INDEX		CONSOMM. TOTALE EN M3	VALEUR DES CONSOMMATIONS			LOCATIONS DES COMPTEURS	TOTAUX
				DU JOUR	PRECEDENT		M3	PRIX DU M3	FRANCS		
1											
2											
3	MARS 62		25.000 PERSONNES A 150 LITRES PAR JOUR PENDANT 31 JOURS						IO 4 40		44 00
4									I20 5 40		648 00
5									II6I20 4 50		522540 00
6											
7	AVRIL 62		25.000 " " " "				30 JOURS		IO 4 40		44 00
8									I20 5 40		648 00
9									II2370 4 50		505665 00
10											
11	MAI 62		25.000 " " " "				31 JOURS		IO 4 40		44 00
12									I20 5 40		648 00
13									II6I20 4 50		522540 00
14											
15	JUIN 62		10.000 " " " "				30 JOURS		IO 4 40		44 00
16									I20 5 40		648 00
17									44870 4 50		201915 00
18											
19	JUILLET 62		5.000 " " " "				31 JOURS		IO 4 40		44 00
20									I20 5 40		648 00
21									23I20 4 50		104040 00
22											1.860160.-
23											
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34											
35											
36											

ANNULE LA PRECEDENTE FACTURE DU MONTANT DE 2.231.050 FR.
DEUX MILLIONS DEUX CENT TRENTE ET UN MILLE CINQUANTE FRANCS.
ETABLIE EN DATE DU 25 JUIN 1962.

[Signature]

Certifié sincère et véritable et arrêté la présente facture à la somme de :

. UN MILLION HUIT CENT SOIXANTE MILLE CENT SOIXANTE FRANCS.

[Signature]

TOTAL A PAYER

22 November

2

Mr. E. Mathu, Chief Civilian Representative, ONUC, Elisabethville
Charles Taff, Special Legal Adviser, ONUC, Leopoldville
REGIDESO Water Charges

1. I wish to refer to the two invoices of REGIDESO which were recently transmitted by your office. I have discussed these invoices with our finance experts here, but find that these papers are not yet fully clear to me.

2. I would be grateful if you would arrange to transmit information on the fully points:-

a) How does it happen that REGIDESO is billing on the basis of approximate water consumed each day by each refugee, rather than on the basis of water actually consumed, as shown by meters?

b) If circumstances were such as to make billing necessary by person per day, are the amounts charged by REGIDESO reasonable?

c) Each of the two invoices gives an approximate figure of the number of persons in the camp each month for the period in question. Are these monthly figures reasonably correct?

d) The figures specified in the invoices are not fully clear. It would be helpful if we could be informed of the meaning of the following figures which are given for the month of September 1961:

<u> Valeur des consommations </u>		<u> Totaux </u>
<u> FRANCE </u>		
10	4.40	44.00
120	5.40	648.00
179870	4.50	809415.00

3. I have been told that Mr. Murk is very well informed on this entire subject of water charges by REGIDESO, and you may wish to contact him on the points raised above. Any general information which Mr. Murk may provide on the subject will be very much appreciated.

CE/mm

— REGIDESO —

TÉL. 4153

B. P. 1349

ELISABETHVILLE, le 25 JUIN 1962

FORFAIT DE CONSOMMATION D'EAU DU CAMP OCCUPE
PAR LES AUTOCHTONES SUR LA CHAUSSEE KASENGA

O.N.U.

B.P.307 B

FACTURE COLLECTIVE DES
CONSOMMATIONS D'EAU DE :
No DE RÉFÉRENCE : F. C.

PAYABLE AU COMPTANT PAR VST

BANQUES DE LA PLACE
C. C. P. No V. 174
CAISSE, de 9 h. à 11 h.

DE 30 & 0

Edicongo — 32039

N° D'ORDRE	DATE DU RELEVÉ	N° RACCORDT	DESIGNATION	INDEX		CONSOMM. TOTALE EN M3	VALEUR DES CONSOMMATIONS			LOCATIONS DES COMPTEURS	TOTAUX
				DU JOUR	PRECEDENT		M3	PRIX DU M3	FRANCS		
1	MARS	1962	25.000 PERSONNES A	150L		PAR JOUR PENDANT 31 J.	100		4.40	440.00	1
2	AVRIL	1962	25.000 PERSONNES A	150L		PAR JOUR PENDANT 30 J.	100	116.150	5.40	627.210.00	2
3									4.40	440.00	3
4	MAI	1962	25.000 PERSONNES A	150L		PAR JOUR PENDANT 31 J.	100	112.400	5.40	606.960.00	4
5									4.40	440.00	5
6	JUIN	1962	10.000 PERSONNES A	150L		PAR JOUR PENDANT 30 J.	100	116.150	5.40	627.210.00	6
7									4.40	440.00	7
8	JUILLET	1962	5.000 PERSONNES A	150L		PAR JOUR PENDANT 31 J.	100	44.900	5.40	242.460.00	8
9									4.40	440.00	9
10								23.150	5.40	125.010.00	10
11											11
12											12
13											13
14											14
15											15
16											16
17											17
18											18
19											19
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27											27
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29											29
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31											31
32											32
33											33
34											34
35											35
36											36

Certifié sincère et véritable et arrêté la présente facture à la somme de :

DEUX MILLION DEUX CENT TRANTE ET UN MILLE CINQUANTE FRANCS.

TOTAL A PAYER

2.231.050.

DANS CE FORFAIT NOUS NE TENONS PAS COMPTE DE TOUTES LES DEGRADATIONS OCCASIONNEES A NOTRE RESEAU DU
FAIT QUELLES SONT NOURRISSER ET DIVERSES POUR LES REVENUS A NOTRE

FACTURE COLLECTIVE DES
CONSOUMATIONS D'EAU DE :
No DE RÉFÉRENCE : F. C.

PAYABLE AU COMPTANT PAR VST

BANQUES DE LA PLACE
C. C. P. No V. 174
CAISSE, de 9 h. à 11 h.

Edicongo - 32039

DE 30 & 0		NO RACCORDT	DESIGNATION	INDEX		CONSOMM. TOTALE EN M3	VALEUR DES CONSOUMATIONS			LOCATIONS DES COMPTEURS	TOTAUX
NO D'ORDRE	DATE DU RELEVÉ			DU JOUR	PRECEDENT		M3	PRIX DU M3	FRANCS		
1	MARS	1962	25.000 PERSONNES A	150L		PAR JOUR PENDANT 31 J.	100		4.40	440.00	1
2	AVRIL	1962	25.000 PERSONNES A	150L		PAR JOUR PENDANT 30 J.	116.150		5.40	627.210.00	2
3							100		4.40	440.00	3
4	MAI	1962	25.000 PERSONNES A	150L		PAR JOUR PENDANT 31 J.	112.400		5.40	606.960.00	4
5							100		4.40	440.00	5
6	JUIN	1962	10.000 PERSONNES A	150L		PAR JOUR PENDANT 30 J.	116.150		5.40	627.210.00	6
7							100		4.40	440.00	7
8	JUILLET	1962	5.000 PERSONNES A	150L		PAR JOUR PENDANT 31 J.	44.900		5.40	242.460.00	8
9							100		4.40	440.00	9
10							23.150		5.40	125.010.00	10
11											11
12											12
13											13
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37	Certifié sincère et véritable et arrêté la présente facture à la somme de :										2.231.050.
38	DEUX MILLION DEUX CENT TRANTE ET UN MILLE CINQUANTE FRANCS.										TOTAL A PAYER

DANS CE FORFAIT NOUS NE TENONS PAS COMPTE DE TOUTES LES DEGRADATIONS OCCASIONNEES A NOTRE RESEAU DU
FAIT QUELLES SONT NOMBREUSES ET DIVERSES. NOUS LES PREMONS A NOTRE CHARGE.
LE MONTANT DE CELLES-CI REPRESENTERAIENT UNE SOMME TRES IMPORTANTE.

[Signature]

FACTURE COLLECTIVE DES
CONSOUMMATIONS D'EAU DE :
N° DE RÉFÉRENCE : F. C.

FORFAIT DE CONSOMMATION D'EAU DU CAMP OCCUPE
PAR LES AUTOCHTONES SUR LA CHAUSSEE KASENGA

PAYABLE AU COMPTANT PAR VST

BANQUES DE LA PLACE
C. C. P. N° V. 174
CAISSE, de 9 h. à 11 h.

DB 30&0

IMBELCO-ELISABETHVILLE 73860

N° D'ORDRE	DATE DU RELEVÉ	N° RACCORDT	DESIGNATION	INDEX		CONSOUM. TOTALE EN M3	VALEUR DES CONSOMMATIONS			LOCATIONS DES COMPTEURS	TOTAUX
				DU JOUR	PRECEDENT		M3	PRIX DU M3	FRANCS		
1	SEPT	1961	40.000 PERSONNES	A	150	L PAR JOUR PENDANT 30 J.	10	4.40			44.00
2							120	5.40			648.00
3							179870	4.50			809415.00
4	OCT.	1961	40.000 PERSONNES	A	150	L PAR JOUR PENDANT 31 J.	10	4.40			44.00
5							120	5.40			648.00
6							185870	4.50			836415.00
7	NOV.	1961	40.000 PERSONNES	A	150	L PAR JOUR PENDANT 30 J.	10	4.40			44.00
8							120	5.40			648.00
9							179870	4.50			809415.00
10	DEC.	1961	40.000 PERSONNES	A	150	L PAR JOUR PENDANT 31 J.	10	4.40			44.00
11							120	5.40			648.00
12							185870	4.50			836415.00
13	JAN.	1961	40.000 PERSONNES	A	150	L PAR JOUR PENDANT 31 J.	10	4.40			44.00
14							120	5.40			648.00
15							185870	4.50			836415.00
16	FEV.	1961	40.000 PERSONNES	A	150	L PAR JOUR PENDANT 28 J.	10	4.40			44.00
17							120	5.40			648.00
18							167870	4.50			755415.00

Certifié sincère et véritable et arrêté la présente facture à la somme de :

QUATRE MILLIONS HUIT CENT QUATRE VINGT SEPT SIX CENT QUARANTE DEUX FRANCS.

DANS CE FORFAIT NOUS NE TENONS PAS COMPTE DE TOUTES LES DEGRADATIONS OCCASIONNEES A NOTRE RESEAU DU
FAIT QUELLES SONT NOMBREUSES ET DIVERSES. NOUS LES PRENONS A NOTRE CHARGE.
LE MONTANT DE CELLES-CL REPRÉSENTERAIT ÉGALEMENT UNE SOMME TRÈS IMPORTANTE.

TOTAL A PAYER 4.887.642

CONSUMMATIONS D'EAU DE :

N° DE RÉFÉRENCE : F. C.

PAYABLE AU COMPTANT PAR VST

BANQUES DE LA PLACE

C. C. P. N° V. 174

CAISSE, de 9 h. à 11 h.

DB 3060

IMBELCO-ELISABETHVILLE 73860

N° D'ORDRE	DATE DU RELEVÉ	N° RACCORDT	DESIGNATION	INDEX		CONSOHM. TOTALE EN M3	VALEUR DES CONSUMMATIONS			LOCATIONS DES COMPTEURS	TOTAUX
				DU JOUR	PRECEDENT		M3	PRIX DU M3	FRANCS		
1	SEPT	1961	40.000 PERSONNES	A	150	L PAR	JOUR PENDANT 30 J.	10	4.40		44.00
2								120	5.40		648.00
3							179870	4.50			809415.00
4	OCT.	1961	40.000 PERSONNES	A	150	L PAR	JOUR PENDANT 31 J.	10	4.40		44.00
5								120	5.40		648.00
6							185870	4.50			836415.00
7	NOV.	1961	40.000 PERSONNES	A	150	L PAR	JOUR PENDANT 30 J.	10	4.40		44.00
8								120	5.40		648.00
9							179870	4.50			809415.00
10	DEC.	1961	40.000 PERSONNES	A	150	L PAR	JOUR PENDANT 31 J.	10	4.40		44.00
11								120	5.40		648.00
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13	JAN.	1961	40.000 PERSONNES	A	150	L PAR	JOUR PENDANT 31 J.	10	4.40		44.00
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15							185870	4.50			836415.00
16	FEV.	1961	40.000 PERSONNES	A	150	L PAR	JOUR PENDANT 28 J.	10	4.40		44.00
17								120	5.40		648.00
18							167870	4.50			755415.00

Certifié sincère et véritable et arrêté la présente facture à la somme de :

QUATRE MILLIONS HUIT CENT QUATRE VINGT SEPT SIX CENT QUARANTE DEUX FRANCS.

DANS CE FORFAIT NOUS NE TENONS PAS COMPTE DE TOUTES LES DEGRADATIONS OCCASIONNEES A NOTRE RESEAU DU
 FAIT QUELLES SONT NOMBREUSES ET DIVERSES. NOUS LES PRENONS A NOTRE CHARGE.
 LE MONTANT DE CELLES-CI REPRESENTERAIENT EGALEMENT UNE SOMME TRES IMPORTANTE.

TOTAL A PAYER

4.887.642

