

Subject Files Regarding Political and Security Matters
Reports and Correspondence
C/POL/113 (7) - Kamina (2)

27/08/1960 - 07/08/1961

PLEASE RETAIN
ORIGINAL ORDER

DECLASSIFIED

UNARCHIVES
SERIES S-0735
BOX 11
FILE 11
ACC. DAG 13 / 1.6.60

7 August

1

Mr. S.H. Ahmed, Chief Administrative Officer
V. Fabry, Legal Adviser *21*
Car accident - Kamina 3 June 1961

1. I understand all the UN vehicles are covered by third party liability insurance. If this assumption is true, the Insurance Company should be notified, given the transcript of the proceedings and requested to take care of any claims that may arise.

2. Technically, the local driver should not have been subject to arrest or to court trial, without first an agreement having been reached between the local authorities and the UN as to whether or not the imputed offense was committed in performing official duties, and if so, whether the UN would waive the driver's immunity from legal process. However, as in this case the driver was evidently using the car without having received proper authority, there would be no objection against his trial before a local court; he should, however, be summarily dismissed effective on the date of the accident.

3. There is no need for Mr. Caprario or any other UN employees to testify, or to enter at all into any discussion about the court's findings concerning use of vehicle on UN business or possible UN liability. If, however, any local authority should contact UN on that subject, the Base Administrator should either:

- a) If the vehicle was insured, refer the matter to the Insurance agent;
- b) If the vehicle was not insured, state that we could not see any way to accept the claims as the injured persons were unauthorized hitchhikers for whose transport the UN did not take any responsibility. If the local authorities persist pressing the claims, they should be referred to the Legal Office of this Headquarters.



INTER-OFFICE MEMORANDUM

18 July 1961

c/POL/110/3

Kamina
NAHEO-1097
NA-77

A: Mr. V. Fabry, Legal Adviser

DE: S. Habib Ahmed, Chief Administrative Officer *me*

OBJET Accident involving death of Congolese girl - Kamina

..... Mr. Linner has probably already sent the original of the attached cable to you for your advice. As far as I can recall the civil jurisdiction in matters of the kind referred to in the cable is within the province of the Grand Chef who maintains a magistrature on the Base.

In any case we have never accepted the jurisdiction of the Grand Chef with respect to United Nations personnel in any matter. I am also surprised that Mr. Caprario should suggest taking the case to Kaminaville courts. Perhaps the best solution would be for us to settle the case amicably by paying the necessary compensation, discussions on which could take place between Mr. Caprario and the guardians of the girl.

May we have your advice.

HQ ONUC (LOGS) 601-Mov
Date 14 July 1961

To: Lists A, B, C and D

From: Chief Movement Control Officer

Sub.: INSTRUCTIONS FOR TROOPS COMING INTO KAMINA BASE

A copy of ONUC Kamina Base Administrative Circular No. 67 dated 11 July 1961 is forwarded herewith for information of all concerned.

L. L. D.
Major
Offg. Chief Movement Control Officer
(SHAH DAD)

O N U C
KAMINA BASE

11 July 1961

ADMINISTRATIVE CIRCULAR No. 67

FROM: G. Caprario, Base Administrator
TO: All military staff
SUBJECT: Instructions for troops coming into Kamina Base

FACILITIES AVAILABLE AT KAMINA BASE

The following facilities are available at Kamina Base for all military personnel. Unit Commanders will bring this information to the notice of all new arrivals.

(a) MESS

The Nigerian contingent have their own messing arrangements. There is a transient military mess at the airport where transient military men may receive their food entitlement in kind. It is open from 8 a.m. to 8 p.m. local time. Transient military men who want to avail themselves of this service will have to show their movement order and their military identification card and sign the bill that will be presented to them.

(b) LAUNDRY

A laundry exists and is in operation in the RRR. Houseboys where provided are able to do laundry.

(c) PX

A PX is in operation at Kalunga.

(d) BARBER

The Barber is in the PX building. Hours:

Monday to Friday 0800 - 1200 hrs
 1400 - 1800 hrs

Saturday 0800 - 1200 hrs.

(e) TAILOR

COBBLER : House No. 111 near PX.

(f) DINING HALL
AND CANTEEN

These exist for private soldiers in the CTB.



INTER-OFFICE MEMORANDUM

6 June 1961

A: Mr. S. Linner, Officer-in-Charge *fl*
DE: S. Habib Ahmed, Chief Administrative Officer *nu*
SUBJECT: Visit of Caprario to Leo

Mr. Caprario, Base Administrator at Kamina, has asked for approval to visit Leo for a couple of days to discuss administrative matters concerning the Base. He proposes to arrive here on Sunday, 11 June by the scheduled flight and to return to Kamina on Tuesday, 13 June.

I have cabled to Caprario agreeing to his visit.

cc: Col. N.N.Madan, Chief Logistics Officer

5 June

1

Dr. Sture Linner

R.K.A. Gardiner

Cable No: 3801.

I hope the editor has ceased to be interested in the text of the Secretary-General's press conference. The references to Kamina are not safe enough to be given out. They are likely to be misinterpreted and to cause us more embarrassment.

28 April

1

Mr. S. Habib Ahmed, Chief Administrative Officer

V. Fabry, Legal Adviser

.. Reference is made to the memorandum from the Base Administrator at Kamina dated 21 April 1961, concerning the termination of the contract of Mr. Salvaris Savas for the operation of the Congolese Economats on Kamina Base.

2. In my opinion, the contractor has by the facts stated in Mr. Caprario's memorandum violated the terms of his agreement with the UN to an extent which clearly gives the United Nations the right to notify the contractor that his deposit has been forfeited in accordance with paragraph 14 of the agreement.

3. The "Offer" signed by the contractor, which together with its acceptance constitute his agreement with the United Nations for the operation of the Congolese Economats, do not contain any provision for immediate termination in case of a breach of contract by either party. However, the gravity of the contractor's failure to give effect to his contractual obligations even after having been given a warning on 5 April 1961 could be considered as having resulted in a non-execution of the contract by default of the contractor; this would release the United Nations from continuing to be bound by the agreement. It is therefore my opinion that the United Nations would be entitled to give to the contractor notice that it considers the agreement terminated with immediate effect because of the impossibility of its execution by reason of the contractor's default in fulfilling his essential obligations.

4. If such notice is given, the United Nations could repossess the supplies and other property taken over by the contractor and not fully paid for. If the contractor's debts exceed the value of goods so repossessed and of the deposit, and if he is not prepared to settle the outstanding amount by immediate payment in cash, the United Nations could ^{possibly} also attack the inventory maintained by the contractor on its premises. Because of the rather complicated legal situation which such an action would involve, it should however be ^{envisaged} taken only as a last resort and, I would suggest, only after further consultation with this office.

5. For a definite answer to the question whether the signature of his manager is binding on the firm of Mr. Salvaris, it would be necessary to consult the Commercial Register which would indicate the persons authorized to engage by their signature the firm. As a rule, however, it would be for the owner to prove that a third party has not acted in good faith or with reasonable care, when accepting the signature of a person whom he has designated as his agent in the conduct of normal business relations.

cc. Mr. Brackenbury.

S.A.

25 April 1961

Force Commander
Chief Operations Officer
Kamina Base

With the concentration of Dogras at Kamina, Lt. Col. M. G. Hazari, CO 1 Dogra, who is senior to Lt. Col. S. S. Maitra, CO 3/1 Dogra Rifles, has been instructed to assume the appointment of Commander, Kamina Base.

S. N. Mitra

Lt. Col.

S. N. Mitra

cc.: Mr. Abbas ✓
Deputy Force Commander
DCOS

SNM/jm



Handwritten signature or initials

INTER-OFFICE MEMORANDUM

14 April 1961

A: Mr. Mekki Abbas
DE: S. Habib Ahmed *na*
OBJET: G. Caprario - visit to Leo

I have just received a message from Mr. Caprario, Base Administrator at Kamina, that he would like to take the opportunity of catching the U.N. plane today at 1.00 p.m. today to pay us a short visit for discussions.

2. Mr. Caprario has not visited Leo since he took charge of the post from Mr. Wright and I consider that his visit would be useful. Accordingly I have cabled to him that his proposal to take the plane at 1.00 o'clock today is in order.

COPY

KALEO CLEAR 675 AHMED BRACKENBURY FROM CAPRARIO STOP NEED
URGENT DENTAL WORK STOP DENTIST DID NOT COME FROM ELISABETHVILLE
STOP EYE HAVE ALSO MANY POINTS TO DISCUSS STOP VIEW RELATIVE
RELAXATION OF TENSION IN KAMINA CMA EYE THINK THIS IS THE TIME
TO COME AND EYE HEREBY REQUEST AUTHORIZATION TO BOARD PLANE
TODAY AT 1300Z STOP AND **ENDS**

2 April 1961

from Mr. Ahmed:

- 1) Furnishings at the base have been reduced to the need to accommodate one battalion. With the arrival of a second (Indian) Bn. all the facilities of the base are already overcrowded.
- 2) There are no meeting rooms accommodating more than 25 persons.
- 3) No telex machine is available at Kamina, only radio-telegraphic transmitter.

Re 2. Mr. Ahmed states that a hangar or a dining hall can be made available for meeting purposes but there is no furniture at all.

Re. 1. Several empty houses are available for living accommodation but there is no furniture in them at all.

26 March

1

Mr. Carey Seward, Chief, Field Operations Service

S. Habib Ahmed, Chief Administrative Officer

Custodial Maintenance of Kamina Base

-
1. Enclosed herewith is a copy of the report submitted by Mr. Le Blanc whose services, you will recall, were engaged by us for a period of six weeks to advise on the personnel and procedures needed to carry out, in the most economical manner, the United Nations responsibility for the maintenance of the facilities and installations of the Kamina Base.
 2. Mr. Le Blanc has given us only two copies of his report, but he was good enough to undertake to have additional copies mimeographed in his office in Canada upon his return, and to forward them directly to you. I have asked him to send to you 25 copies, of which we request that 10 copies be sent to us.
 3. As you are already aware, United Nations civilian and military personnel entered Kamina Base on 1 September and took over its administration from the Belgian authorities. It was soon found, however, that ONUC did not have the necessary technical and administrative personnel in the Congo to take over the operation and maintenance of the complex installations of the Base, which correspond to the utilities and services of a modern town. Negotiations were therefore begun immediately with the Belgians for the temporary retention of a number of their experts and technicians at the Base until such time as they could be replaced by the personnel of the United Nations. Towards the end of October 1960 it was estimated that the services of some 200 Belgian experts and technicians were required over and above the technical personnel which could be provided by the United Nations from the available force. However, because of the necessity of accelerating the evacuation of Belgian military personnel from Kamina, the number of Belgian experts and technicians was gradually reduced despite the fact that adequate replacements were not available, and on 1 December 1960 notice was served on all remaining Belgians to evacuate the Base by the end of December 1960 in the hope that it would be possible to recruit by that time at least the minimum number of personnel required for essential operations and maintenance.
 4. While negotiations were taking place with the Belgian authorities in Kamina for the evacuation of their experts and other technical personnel and job descriptions for the minimum number of essential personnel to be recruited by the United Nations were being prepared and submitted, consideration was being given at the same time to the policy question of

the future use of the Base by the United Nations for the economic and social benefit of the Congo. In December the Special Representative, after taking all factors into account, recommended that the previous plans for the utilization of the facilities of Kamina Base for the establishment of a large-scale civilian training centre, which had been recommended by the United Nations Committee consisting of Messrs. Plaza, Nwokedi and General Rikhye, be postponed and that the Base be brought down to custodial maintenance as soon as possible. This recommendation was approved by the Secretary-General.

5. As a result of the above policy decision, all plans for the development and full operation of the facilities of the Base were halted and steps were taken to reduce United Nations activities at the Base to the minimum and withdraw as many United Nations military personnel as possible, leaving only that amount of military personnel which was required for ensuring the security of the Base, the operation of the essential utilities for the support of the security force, and the general maintenance of the buildings and installations to prevent their undue deterioration. It was hoped to bring the Base to the state of custodial maintenance by the end of January 1961.

6. Pending the determination of the minimum operational and maintenance requirements of the Base in a custodial state, the recruitment of technical personnel to replace the outgoing Belgian experts and technicians, was temporarily deferred. It was hoped that the small team of Swedish and Norwegian engineers and technicians which formed part of the ONUC Ordnance services would be able to carry on at least the minimum operational maintenance of the Base until the final plans for custodial maintenance had been made and the minimum personnel requirements determined.

7. For purposes of custodial maintenance, two alternative proposals were considered. Under one proposal the maintenance of all engineering and technical services of the Base would be entrusted to a single engineering firm which would provide the personnel needed for the purpose. The alternative proposal was for the United Nations to recruit its own personnel and carry out the operation and maintenance of the facilities of the Base under its own direct supervision. The former proposal not having been found acceptable by Headquarters, a request was made to recruit immediately an expert to advise on the minimum scale of maintenance of the various installations and facilities of the Base. Mr. Le Blanc was engaged for this post.

8. The difficulties of maintaining and operating the services of the Base for lack of qualified staff have been explained in full detail in a report submitted by me when I was Base Administrator at Kamina. The United Nations did not have at any time even as much as one-tenth of the technical staff required for the proper operation and maintenance of the Base, and such staff as was available was handicapped by lack of knowledge of French, as a result of which they could not follow and make use of the Belgian practices and procedures which were all set out and maintained in French

for the Congolese personnel. Considering the difficulties of recruiting the large number of technical personnel required for operating the Base on the scale intended by the Plaza Mission, the decision to place the Base on custodial maintenance was, apart from other considerations, the best possible one. By this decision, the number of technical personnel to be recruited was considerably reduced, although of course not eliminated since it would still be necessary to operate the hydro-power generating plant, the water filtration plant, the sewerage disposal plant and other essential public utility services to the minimum extent necessary to support the United Nations security force of battalion strength plus such auxiliary personnel as is needed for operating and maintaining the technical and administrative services of the Base. Mr. Le Blanc's survey and recommendations are concentrated on the United Nations responsibility for the minimum maintenance and operation of the essential public utilities and the prevention of undue deterioration generally of the Base.

9. On completing his work in Kamina, Mr. Le Blanc stopped at Leopoldville for a couple of days when we had the opportunity of discussing his recommendations with him and with the Logistics Branch which is responsible for the technical services at the Base. Although I have not had myself an opportunity yet to examine the report in detail, I believe that the recommendations are generally reasonable and that we should now lose no further time in obtaining the services of the technical personnel necessary to prevent any further deterioration of the installations and facilities at the Base. In our view, it would be desirable to obtain the urgently needed technical personnel from military sources, first because it could more easily be integrated with the security force at the Base, and secondly because it would be possible to recruit military technical personnel in countries such as Sweden more easily and more quickly than civilian personnel. Accordingly, we asked the Liaison Officer of the Swedish Contingent to request the necessary personnel from his Government, and I understand from him that he has already passed on the request to Stockholm, subject to clarification of their entitlements in respect of local allowances, a matter which has been referred by me to you in my cable No. 1514.

10. After a detailed study of the report in the next few days, we shall forward to you such further comments as we may have and in the meantime we would welcome any advice which you might wish to send us after you have made a review of the report.

11. I should, in particular, wish to have your advice on the question of the treatment of expenditures on the operation and maintenance of the Base. As we have previously advised you, it was our intention to place the Base formally on custodial maintenance on 31 January 1961, but administrative difficulties at Kamina, of which you are already aware, made the implementation of this plan impossible. We hope to tie up the various ends at Kamina in the next few days and propose that 1 April might be considered as the official date on which the Base would be finally placed under custodial maintenance. Actually with the withdrawal of the Air

Transport Service from Kamina towards the end of January 1961, no operational activity of a continuing character has been undertaken there. Since then the Base has been used by UNOC only on two occasions for ad hoc purposes: (i) the temporary stationing of about 400 Moroccan troops pending their repatriation and (ii) as a point of transit for the food lift for Bakwanga. It would be difficult to separate the expenditure on these two activities from those incurred on the security and maintenance of the Base except by an ad hoc formula which might be worked out at the appropriate time, if required. Beyond 1 April, however, we propose that all expenditures incurred on the maintenance of the Kamina Base be kept in a separate custodial maintenance account. May we have your advice in this matter.



INTER - OFFICE MEMORANDUM

22 March 1961

TO: Mr. Mekki Abbas

FROM: S. Habib Ahmed *mu*

SUBJECT: Kamina Base

... The attached report from Mr. Wright is typical of many discussions which have taken place in the past between the United Nations Base authorities and the Belgian advisers established in the town of Kaminaville. The report does not contain anything of substance or policy requiring action of our part. It is for information only.



BOITE POSTALE 229
KAMINA BASE
KATANGA
CABLE : ONUC. KAMINA BASE

17 March 1961

To: Mr. F.C. Nwokedi, Chief Assistant to the Special
Representative.

From: Carl Major Wright, Base Administrator, Kamina

Subject: Mr. Albrecht

The Belgian Conseiller who is Acting Chief of Security in Kaminaville, Mr. Albrecht, came to my office on 6 March together with Mr. Liarommatis, the Base Chief Security Officer. I explained to him that we were anxious to co-operate with Kaminaville authorities in such a way that we would avoid cases of unilateral action on their part against the employees of the Base and against persons present at the Base, and that I considered it very desirable that we should take such measures that we would have no further cases such as those we had had in recent weeks. Mr. Albrecht explained that there had been a certain mistrust on the part of the Kaminaville authorities towards the UN because:

1. The United Nations had allowed Stanleyville troops to advance more than 100 kilometres into the neutral zone. The Kaminaville authorities would not believe that this fact had been unnoticed by the United Nations.
2. The United Nations would allow political activities inside the Base.

We told Mr. Albrecht that this was not true and showed him the Base Order and the circular of the Administrator which outlawed political activities on the Base. Mr. Albrecht was maintaining his viewpoint and argued that Mr. Sendwe had been allowed to contact his followers on the Base when he was passing through. We replied that Mr. Sendwe had been kept in complete isolation from the workers on the Base.

3. Mr. Albrecht considered that Moroccan troops had brought in 12 families of Balubakat from Manono when they arrived on the Base.

We explained that these families could not have passed unnoticed by the Movement Control. A later check showed clearly that there was not such an inflow of Balubakats. Lieutenant Bagdad, who was later made familiar with the accusation, denied it emphatically.

4. Kaminaville authorities believed that there have been two meetings between the Moroccans and the Balubakats on the cemetery of the Base where the Moroccans have trained Balubakats in the use of modern arms. This accusation, which was well known to us, has been examined and found not to be true, and Mr. Albrecht was informed about this.

Mr. Albrecht then said that he had been informed that the UN authorities in reporting on the relationship with the Katanga authorities to Mr. Dayal had taken a hostile attitude towards the Belgian Conseillers, in spite of the fact that UN officials had given expression of appreciation whenever these Conseillers had been of help to them. I replied that all reports to Mr. Dayal were made in a completely factual way and as an example I mentioned that the recent release of the prisoner taken by the Kaminaville authorities gave me occasion to point out in my report that the Chief of Security had been very helpful in reaching a satisfactory solution.

Mr. Albrecht then spoke about the danger of Communism which threatens Katanga, especially from a number of Congolese who have been trained in Communist countries and have now returned to Katanga. He spoke particularly about the presence of Czech Communists in Northern Katanga. I then pointed out that the arbitrary arrests of Balubakat workers from the Base in Kaminaville or Balubakats on the Base had made it very difficult for us to co-operate with the Kaminaville authorities. He replied that there were three authorities in Kaminaville acting independently.

1. The Public Prosecutor and the Court of Justice who frequently are unable to impose justice.

2. The Administration, headed by the Commissaire de District who proceeds to make administrative arrests in virtue of the rights given to him by Article 85 of the emergency law.

3. The Grand Chef Kasongo Niembo, who has his own police and acts independently and without control of the Government. After independence the State of Katanga agreed to give the Grand Chef greater authority and power than he had had during the Belgian time.

Mr. Albrecht added that with such a division of power, too frequent interference by the Belgian Conseiller might lead to their immediate dismissal. He added that none of the three parties could really give an undertaking as to Kaminaville's behaviour towards the UN authorities in such a way that it would commit all the authorities in question. Mr. Liarommatis then suggested that we should have a meeting with all the above-mentioned authorities with a view to establishing a system to settle all pending matters including the release of the two prisoners. Mr. Albrecht accepted this proposal and promised to contact the officials involved. Mr. Liarommatis, the Base Chief Security Officer, had a meeting with the Administrateur Territorial of the Kamina Territory who agreed to participate in such a meeting and stated that such a meeting could only be of benefit to all parties.

Today, Mr. Liarommatis had a further meeting with Mr. Albrecht who believed that it would be possible to have the meeting by all parties concerned towards the end of this coming week.

On Wednesday 8 March, Mr. Caprario had a meeting in Kaminaville with the Grand Chef Kasongo Niembo who gave expression to his willingness for close co-operation with the United Nations. This will be followed by an additional meeting which may lead to more concrete proposals on his part. After the second meeting Mr. Caprario will prepare a report.



INTER - OFFICE MEMORANDUM

7 March 1961

TO : Mr. Fabry, Legal Adviser
FROM : S. Habib Ahmed, Chief Administrative Officer
SUBJECT Regisdeso Kamina Electricity Supply

A few days before Mr. Berthoud left Leopoldville he sent to me for my comments a memorandum from Mr. Wright in Kamina on the subject of recovery from the Kamina Electricity Supply Company for electrical current supplied to them from the Kilubi hydro-electric plant operated by us. I made some comments for Mr. Berthoud on this memo based upon my experience in Kamina but he did not return the papers to me before his departure.

.....
2. I have now received the attached memorandum on the same subject from Mr. Leckie. I should be grateful if you would look into the previous papers if left with you by Mr. Berthoud and let me have your views, taking into account the point raised by the Kamina Electric Supply Company in their letter of 17 February, attached to Mr. Leckie's memo of 4 March

namer

*see Fabry's memo
to Wright of 5-March*



INTER - OFFICE MEMORANDUM

FIN/M.270

4 March 1961

A: Mr. S. Habib Ahmed, Chief Administrative Officer
DE: M. Leckie, Chief Finance Officer
OBJET: Regideso Kamina Electricity Supply

h Leckie

..... I enclose herewith original copy of a memorandum
dated 25 February 1961 received from our Finance Officer
..... in Kamina, together with a copy of a letter dated 17 Feb.
1961, which he received from Regideso in Kamina.

Please advise what action you wish to take on the
subject.

cc. Mouchabek



INTER - OFFICE MEMORANDUM

25 February 1961

A : Mr. M. Leckie, Chief Finance Officer, ONUC, Leopoldville
DE : C. Esposito, Finance Officer, ONUC, Kamina
OBJET : Regideso Kamina Electricity Supply

C. Esposito

On 1 February 1961, a cheque in the amount of K.F. 713.318,- was received from Regideso Kamina in settlement of our invoice for electricity supplied by the Base power plant to Kamina during the period October-December, 1960.

This cheque was cashed on 1 February 1961 and entered on our Disbursement Journal under RV 49163.

On 10 February the Director General of Regideso, Mr. Mukadi, visited the Base requesting the refund of the amount paid by their office in Kamina pending a decision as to the rights of property of the Kilubi power plant.

Forwarded herewith for your decision on the matter is a copy of the Regideso Kamina letter dated 17 February 1961, requesting the refund in question.

cc: Regideso
Boite Postale 129
Kamina

ONUC FINANCE	
3 MAR 1961	
To:	
1.	
2.	
<input type="checkbox"/>	Action completed
<input type="checkbox"/>	Acknowledged
<input type="checkbox"/>	Action Required
DATE:	

REGIE DE DISTRIBUTIONS D'EAU ET D'ELECTRICITE
DU CONGO ET DU RUANDA-URANDI
INSTITUTION PUBLIQUE AUTONOME

REGIDESO KAMINA
le 17/2/61.

BCB No. 490048/Co
BCCRU No 10
No. 30
DOS. 710/64

A MONSIEUR ESPOZITOS
CHEF DES FINANCES O.N.U.C.

MONSIEUR LE CHEF DES FINANCES

Nous vous avons rencontre le premier Fevrier 1961
et nous vous avons remis un cheque de 783.318 FRs, pour le paiement
de l'achat d'electricite du quatrieme trimestre 1960.

Celui-ci a ete encaisse le 2 du mem mois.

Lors du passage de notre Directeur General Monsieur
MUKADI, il nous donna les instructions d'attente pour le paiement
de la dite facture; malheureusement celle-ci etait reglee.

Nous sollicitons votre haute bienveillance, de
comprendre la situation dans la quelle nous nous trouvons, et
dans la mesure du possible etre rembourser du montant.

Nous esperons que vous apporterez toute votre
attention a notre requete et recevez, Monsieur le Chef des Finances,
l'Hommage de notre haut consideration.

LE CONSEILLER TECHNIQUE

HUYS

LE CHEF DE STATION

DAIE GEORGES

5 March

1

Carl Major Wright, Base Administrator, Kamina

V. Fabry, Legal Adviser

Payments for electric current furnished to Kamina City

In our function of custodian of Kamina Base, we are responsible for receiving payments for services furnished by Base installations, including charges for power supplied by the KILUBI plant to KAMINAVILLE. From these charges we have the right to deduct the cost incurred by the UN in furnishing such services, with the remaining amount being kept in our custody until such time as the future of the Base is decided upon and a final settlement of accounts possible.

The final settlement of accounts will, of course, be based on the principle that the provisional measures ordered by the Security Council are without prejudice to the rights and obligations of the parties. The questions raised by Colonel VAN LIERDE in his letter of 15 February will, therefore, be considered in due course as part of the overall arrangements for settling the cost of maintenance of the Base by the UN.



INTER - OFFICE MEMORANDUM

16 February 1961

A: Mr. P. Berthoud, Legal Adviser
DE: Carl Major Wright, Base Administrator, Kamina
OBJET: Contract

I should like to know the legal implications and the rights of the Belgians in this matter.

Le 15 Fév 61

N° DT/0184

A Monsieur l'Administrateur de la Base de Kamina,
délégué des Nations-Unies

Monsieur l'Administrateur,

OBJET : Facturation du courant électrique fourni à la
ville de Kamina.

J'ai été informé du fait que les Nations-Unies
envisagent, à leur bénéfice exclusif, la facturation
du courant électrique fourni à la ville de Kamina.

Je me permets d'exprimer, Monsieur l'Administra-
teur, ainsi que mon Directeur des Travaux le fit auprès
de votre prédécesseur, mes plus expresses réserves sur
cette facturation dont le montant devrait, à mon ~~sens~~,
revenir à la Belgique.

En effet, la facturation pour la livraison de
courant électrique résulte d'un contrat conclu entre
la Société d'exploitation du réseau électrique de
Kamina-ville et le Ministère de la Défense Nationale,
accord qui, à ma connaissance, n'a pas été dénoncé.

Veuillez agréer, Monsieur l'Administrateur,
l'assurance de ma très haute considération.

VAN LIERDE
Colonel Aviateur BEM DFC
Commandant de la Délégation Belge

Copie : MDN-KGC

CD 472.91

Contrat M D N - R E G I D E S O

pour la fourniture de courant à la ville de K A M I N A

Entre le Département de la Défense Nationale, représenté par
Monsieur le Ministre de la Défense Nationale, dénommée
ci-dessous M D N,

et

La Régie de Distribution d'Eau et d'Electricité du Congo Belge
et du Ruanda Urundi, représentée par son Président, le Docteur
Duren et par son Administrateur-directeur, Monsieur Van Wyns-
berghe, en vertu des pouvoirs qui leur sont accordés par
l'article 7 de son décret constitutif, ci-dessous
dénommée - REGIDESO,

il est convenu de qui suit :

Art. I. Objet.

Le présent contrat détermine les conditions
d'alimentation du réseau électrique de Kamina-ville
par la centrale hydroélectrique de la Kilubi.

Art. II. Entrée en vigueur - Echéance.

Le contrat prend cours le premier janvier 1956
pour une durée minimum de dix années.

A partir de la septième année, chaque parties peut
mettre fin au contrat moyennant préavis de trois ans,
donné à l'autre par lettre recommandée à la poste.

Les conditions du présent contrat sont applicables
rétroactivement aux fournitures effectuées à titre
précaire depuis la mise en service de la centrale de
la Kilubi.

Art. III. Puissance - Mise à disposition.

Le MDN met à disposition de REGIDESO, une puissance quart horaire moyenne au maximum égale à 1000 kW et réciproquement, la REGIDESO s'engage à acheter l'énergie électrique destinée à l'alimentation du réseau de Kamina-ville, à concurrence de cette puissance et aux conditions du présent contrat.

REGIDESO peut installer des groupes électrogènes autonomes comme secours ou comme appoint.

La puissance contractuelle est tenue à disposition en permanence sauf cas de force majeure, d'accident ou d'interruptions nécessitées par les besoins de l'exploitation.

Ces dernières interruptions de font dans la mesure du possible moyennant préavis de 24 heures et de commun accord.

Dans le cas où la puissance fournie dépasse temporairement ou de façon permanente la puissance contractuelle, la fourniture de l'excédent de puissance et l'énergie correspondante se fait sans engagement de continuité et dans la mesure des disponibilités.

Art. VI. Lieu et conditions techniques de fourniture.

L'énergie électrique est fournie et mesurée aux barres 11.400 V. du poste d'arrivée de la ligne ^{aérienne} mérienne reliant la Base à la centrale de la Kilubi. L'énergie est fournie sous forme de courant alternatif triphasé à la tension de 11.400 V. et à la fréquence de 50 p/sec.

La tolérance admise est de cinq pour cent pour la tension et de trois pour cent pour la fréquence moyenne d'alimentation mesuré aux barres de la sous-station de fourniture.

Cette tolérance s'entend pour les seules variations susceptibles de se produire en service normal.

Art. V. Installations - Interventions respectives.

L'établissement du panneau blindé de départ au lieu de fourniture incombe à REGIDESO, y compris l'installation du dispositif de comptage spécifié à l'art. VIII.

Il en est de même de la ligne reliant le poste abaisseur à la ville de Kamina.

Le raccordement du panneau de départ aux barres 11.400 V. du poste de fourniture est assuré par REGIDESO.

Art. VI. Installations - Prescriptions techniques.

La ligne reliant le poste à la ville de Kamina est protégé au départ par un panneau blindé du type identique à ceux en service.
Le plan de cet équipement est soumis au MDN pour approbation.

Le panneau est équipé du dispositif de déclenchement automatique évitant toute possibilité de retour d'énergie vers le poste de fourniture.
Ce panneau est pourvu d'un dispositif de sectionnement visible et d'un dispositif de mise à la terre de la ligne.

Art. VII. Prix de l'énergie.

L'énergie électrique est fournie et facturée trimestriellement aux tarifs suivante, sur la base des indications des appareils de mesure définis à l'article VIII.

- a) une redevance trimestrielle de puissance de 300 frs par Kw. de pointe quart horaire maximum enregistré au cours du trimestre considéré.
- b) une redevance de consommation établie comme suit :
 - 1,10 fr/KWh pour la tranche d'énergie correspondant à une utilisation trimestrielle de 500 heures, ou de la pointe quart horaire correspondante enregistrée.
 - 0,55 fr/KWh pour la tranche d'énergie correspondant à une utilisation trimestrielle comprise entre 500 et 1.000 heures ~~d'utilisation~~ de la pointe 1/4 horaire correspondante enregistrée.
 - 0,28 fr/KWh pour l'énergie consommée au delà de 1000 heures d'utilisation trimestrielle de la pointe

Ce tarif s'entend pour un facteur moyen mensuel supérieur à 0,75.

Dans le cas où le facteur de puissance tombe en-dessous de 75 centièmes, le prix de l'énergie est majoré de 0,5 % par centième manquant en-dessous de 0,75 et de 1 % par centième manquant en-dessous de 0,60.

Ce tarif est établi dans les conditions actuelles d'exploitation.

Il sera rajusté de commun accord en cas de modification sensible et durable de celles-ci.
Dans ce cas, le rajustement sera applicable à partir du relevé trimestriel suivant celui au cours duquel la demande de révision aura été introduite par lettre recommandée à la poste.

Les compteurs sont relevés trimestriellement et les factures établies par MDN sont présentées à REGIDESO après chaque relevé d'Index.

Cette dernière est tenue d'en verser le montant dans un délai de deux mois au Compte n° 3 du Bureau Central de Comptabilité, Banque Centrale du Congo Belge et du Ruanda Urundi à Kamina.
A défaut de paiement à l'échéance dite, la fourniture peut être suspendue moyennant préavis de un mois.

Art. VIII. Mesures de l'énergie.

La mesure de la puissance fournie est effectuée au poste de fourniture par un dispositif de comptage comprenant:

- a) un compteur wattmétrique triphasé mesurant l'énergie active, combiné éventuellement par un dispositif indicateur de pointe maximum quart horaire.
- b) un compteur de l'énergie ^{ré}active ou un ensemble de 2 compteurs permettant de déterminer le cosinus phi moyen.

REGIDESO peut installer un compteur de contrôle à raccorder en série avec les premiers compteurs ou un groupe de comptage complet de contrôle.

Les compteurs sont étalonnés et scellés en présence d'un délégué de la MDN et d'un délégué de REGIDESO.

Les compteurs d'énergie active sont reconnus exacts si pour un facteur de puissance supérieur à 75 centièmes, l'erreur à mesurer exprimée en pour cent de la consommation réelle, ne dépasse pas respectivement 3,4 et 5 % aux charges correspondant à 125, 50 ou 10 % de la puissance nominale.

Le réglage des compteurs est effectué de manière à réduire au minimum l'erreur pour les conditions moyennes d'utilisation.

L'étalonnage a lieu contradictoirement chaque fois que l'une des parties le juge utile.

Cet étalonnage se fait aux frais de la partie demanderesse à moins que l'étalonnage ne révèle une erreur d'indication à son détriment, dépassant les tolérances d'exactitude indiquées. Dans ce cas, ainsi que dans tous les cas de dérangement ou de déficiences les parties établissent de commun accord, soit à l'aide du compteur de contrôle, soit par tout autre moyen, les bases de rectification à introduire pour l'exercice en cours et éventuellement pour l'exercice, précédent celui où l'erreur est constatée.

Les facturations antérieures à ce dernier exercice ne donnent pas lieu à rectification.

Art. IX. Conditions techniques d'utilisation.

L'équilibrage des charges sur les 3 phases est réalisé en permanence de manière aussi parfaite que possible.

Le déséquilibre entre phases ne peut dépasser vingt pour cent de la charge de la phase la moins chargée.

REGIDESO ne peut provoquer des à-coups ou des appels brutaux et répétés de courant et de puissance susceptibles d'occasionner des perturbations dans les installations du MDN.

MDN est en droit d'exiger que le facteur de puissance se maintienne à tout moment au-dessus de 70 centièmes. Si cette condition n'est pas réalisée, la REGIDESO installera un dispositif de compensation.

Art. X. Entretien - Droits d'accès.

L'entretien de la ligne de liaison du poste de fourniture à Kamina-ville, ainsi que celui du panneau de départ est à charge de REGIDESO.

REGIDESO a en permanence le droit d'accès de son personnel au poste de fourniture. Toutes les facilités de circulations sont accordées aux agents de REGIDESO lors de leurs déplacements à la Base de Kamina pour les besoins du service.

REGIDESO dispose d'un jeu de clefs permettant en tout temps l'accès pour le départ de la ligne.

De plus, le panneau de départ au poste est accessible au seul personnel de REGIDESO en ce qui concerne les manoeuvres de mise à la terre de la ligne.

Art. XI. Responsabilités.

REGIDESO se substitue au MDN et s'interdit tout recours contre celui-ci pour toutes responsabilités généralement quelconques qu'elle pourrait encourir et qui auraient leur origine, soit dans les installations électriques appartenant ou n'appartenant pas au MDN, situées dans ou en dehors de la Base Militaire, soit dans l'usage, le contrôle, les travaux ou opérations généralement quelconques qui peuvent être faits par qui que ce soit en ce qui concerne ces installations.

Ces responsabilités s'étendent notamment aux accidents corporels ou autres, à tous risques d'incendie, d'explosion, à tous sinistres, dommages, préjudices quelconques sans exclure le recours des voisins, cette énumération étant exemplative et non limitative.

De même MDN ne peut être rendu responsable des dommages quelconques occasionnés par des interruptions de fourniture d'énergie indépendantes de sa volonté. MDN ne sera tenu de ce chef à aucune indemnité envers REGIDESO.

Fait à Bruxelles, le 7 Jan 1956

pour la REGIDESO

pour le M D N

L'Administrateur-Directeur

Le Président

Le Ministre de la D.N.

CONTRAT MDN - REGIDESO

pour la fourniture de courant à la ville de KAMINA

AVENANT N° 1

Ajouter après le 8ème alinéa de l'Article VII - Prix de l'Energie, le texte suivant :

Lorsque au cours d'un trimestres, des arrêts dans la fourniture d'énergie électrique se produisant qui ne sont pas le fait de Regideso, les tranches d'énergie dont question à l'Article VII sont réduites dans le rapport du nombre de jours d'interruption de fourniture au nombre total de jours du trimestre considéré.

Le nombre de jours d'interruption se calcule en divisant par 24 le nombre total d'heures d'interruption et en arrondissant au nombre entier le plus proche.

La réduction en cause n'est pas applicable lorsque le nombre de jours d'interruption ainsi trouvé est inférieur à deux.

Fait à Bruxelles, le 14 nov 1956.

Pour la REGIDESO

Pour le M D N

L'Administrateur-Directeur, Le Président, Le Ministre de la Défense
Nationale,
Par délégation,

JAUMOT.
Colonel d'Aviation
Chef du Service Général
des Constructions Militaires.

CONTRAT M.D.N. - REGIDESO

pour la fourniture de courant à la ville de KAMINA.

AVENANT N° 2

Le dernier alinéa de l'article VII Prix de l'énergie est modifié comme suit :

les mots " au compte n° 3 du Bureau Central de Comptabilité, Banque Centrale du Congo Belge et du Ruanda-Urundi à Kamina"

sont remplacés par les suivants :

" au compte n° 4 de la S.P. 201 à KAMINA".

Fait à Bruxelles, le 23 Sept 57.

Pour la REGIDESO,

Pour le M.D.N.

L'Administrateur-Directeur, Le Président, Le Ministre de la D.N.

CONTRAT MDN - REGIDESO

pour la fourniture du courant à la ville de KAMINA

AVENANT N° 3

ART. III. - Puissance - Mise à disposition

remplacer le début du premier alinéa :

" Le MDN met à la disposition de REGIDESO, une puissance
quart horaire, moyenne au maximum égale à 1000 Kw et
réciproquement" "

par

" Le MDN met à la disposition de REGIDESO, une puissance
horaire moyenne au maximum égale à 2000 Kw et
réciproquement, "

Fait à Bruxelles, le 17 Août 1959.

Pour REGIDESO

L'Administrateur-Directeur,

E. VAN WYNSBERGHE

Le Président,

R. MONET

Pour le MDN

Le MINISTRE DE LA DEFENSE NAT.
Par Délégation,

TRIQUET
Colonel du Génie
Directeur Général des Construct.

TP/MS
KAMINA BASE
HEADQUARTERS
ADMINISTRATION OF WORKS AND
BUILDINGS

15 February 1961

No.DT/0184

Tf: 5413

To: United Nations Administrator
of Kamina Base

Dear Sir,

Subject: Invoicing of electric current
supplied to the town of Kamina

I have been informed on its own account that the United Nations contemplates invoicing electric current supplies to the town of Kamina.

I wish to place on record, Sir, as was done by my Director of Works to your predecessor, my express reservations in regard to this invoicing, since, in my opinion, the moneys should be credited to Belgium.

Invoicing of electricity supply is in fact based on a contract between the company operating the electricity supply network in Kamina-Town and the Ministry of National Defence, an agreement which to my knowledge has not been abrogated.

Yours truly,

(signed) Van Lierde
Air Force Colonel BEM DFC,
Commander, Belgian Delegation

MND - REGIDESO CONTRACT
for the supply of electric current
to the town of Kamina

Between the Department of National Defence, represented by the Minister of National Defence, hereinafter designated as MND,

and

the Department of Power and Water Distribution of the Belgian Congo and Ruanda-Urundi, represented by its President Dr. Duren and by its Managing Director Mr. Van Wynsberghe, by virtue of powers conferred on them by article 7 of its constituent act, hereinafter designated as REGIDESO,

It is agreed as follows:

Article I. Purpose

The present contract shall determine the conditions for the supply of electric current to the town of Kamina from the central hydroelectric station at Kilubi.

Article II. Entry into force - Expiration

The contract shall take effect from 1 January 1956 for a minimum duration of ten years.

Starting with the seventh year, the contract may be terminated by either party at three years' prior notice given by registered letter sent to the other party through the post.

The provisions of the present contract shall apply retroactively to all power supplied provisionally since the start of operations of the power station at Kilubi.

Article III. Power - Method of supply

The MND shall place at the disposal of REGIDESO an installed capacity not exceeding 1,000 KW averaged over quarter-hourly periods

and in return the REGIDESO agrees to purchase, on the condition of the present contract, power within this capacity for the supply system of Kamina-town.

REGIDESO may establish independent electrical generating units as emergency or subsidiary supply sources.

The capacity contracted for shall be made permanently available except in case of force majeure, accident or interruptions due to operational needs.

As far as possible these interruptions shall be made only at twenty-four hours' prior notice and by mutual accord.

Whenever the capacity supplied either temporarily or permanently exceeds the capacity contracted for, the excess capacity and the corresponding energy shall be supplied with no guarantee of continuity and in accordance with availabilities.

Article IV. Origin and technical conditions of supply

The electrical energy shall be supplied and measured at the 11,400-v. bus-bars of the supply station fed by the overhead line linking the Base with the power station at Kilubi.

The power shall be supplied in the form of a three-phase alternating current of 11,400 volts at a frequency of 50 cycles.

Permissible deviations shall be 5 per cent for voltage and 3 per cent for average frequency, measured at the bus-bars of the supply sub-station.

This deviation shall apply only to variations that are likely to occur in normal service.

Article V. Installations - Allocation of responsibilities

The installation of the shielded departure panel at the supply station and of the meters specified in article VIII shall be the responsibility of REGIDESO.

The same shall apply to the line linking the transformer station to the town of Kamina.

Connecting the departure panel to the 11,400-volt bus-bars of the supply station shall be the responsibility of REGIDESO.

Article VI. Installations - technical provisions

The line linking the supply station to the town of Kamina shall be protected at the point of departure by a shielded panel of a type identical to those now in use.

The plan for this equipment shall be submitted for approval to MND.

The panel shall be equipped with an automatic circuit breaker to prevent power flowing back to the supply station.

This panel shall be provided with a visual sectionalizing system and a means of grounding the line.

Article VII. Power rates

Power shall be provided and invoiced quarterly at the following rates on the basis of readings on the meters described in article VIII.

- (a) A quarterly charge for capacity at the rate of 300 frs per kilowatt of the quarter-hourly maximum recorded during the given quarter.
- (b) A charge for consumption, established as follows:
 - 1.10 fr/KWh for the tranche of power representing a utilization of 500 hours per quarter, or the equivalent maximum quarter-hourly reading.
 - 0.55 fr/KWh for the tranche of power representing a quarterly utilization of 500 to 1,000 hours or the equivalent maximum quarter-hourly reading.

- 0.28 fr/KWh for power consumed beyond 1,000 hours quarterly utilization at peak.

This tariff shall apply for an average monthly power factor in excess of 0.75.

If the power factor falls below 75 hundredths, the rate shall be increased by 0.5 per cent per hundredth below 0.75 and by 1 per cent per hundredth below 0.60.

This tariff is established for existing operating conditions.

It shall be adjusted by mutual consent if these conditions change materially and for an extended period of time.

In such cases the adjustment will be applicable starting with the reading for the quarter following that during which the request for revision is made by registered letter through the mails.

Meters shall be read quarterly and the invoices prepared by MND submitted to REGIDESO after each reading.

The latter shall be required to deposit the amount within two months to the credit of account No.3 of the Central Accounting Office at the Banque Centrale du Congo Belge et du Ruanda-Urundi at Kamina.

Default of payment on the due date may lead to suspension of service following one month's prior notice.

Article VIII. Measurement of Electric energy

The amount of energy made available shall be determined at the supply station by a metering device that includes:

- (a) a three-phase wattmeter for measuring active power, to be combined as necessary with an arrangement indicative of quarter-hourly peaks.

- (b) A meter for reactive power or a combination of two meters for determining the average $\cos \phi$. REGIDESO may install a reference meter connected in series with the first meters or a complete reference metering group.

Meters shall be tested and sealed in the presence of a representative of the MND and a representative of REGIDESO.

The active power meters shall be considered accurate if, for a power factor in excess of 75 hundredths, the measured error, expressed in percentages of true consumption, does not exceed 3, 4 and 5 per cent for loads corresponding to 125, 50 or 10 per cent respectively of the rated capacity.

The meters shall be set so as to give minimum error at average operating conditions.

Meters shall be tested in the presence of both parties whenever one of the contracting parties deems it necessary.

Such testing shall be at the expense of the requesting party, provided that the test does not reveal a reading error to the detriment of that party, exceeding indicated tolerances.

In such a case, as well as in all cases of malfunctioning or defects, the parties will establish by mutual accord, either by a reference meter or by any other means, the basis on which adjustments will be made for the current period or for the period that precedes that during which the error was discovered.

Invoices covering periods prior to this latter period shall not be adjusted.

Article IX. Technical operating conditions

As perfect a balance as possible shall be permanently established between the loads on the three phases.

Imbalance between phases may not exceed 20 per cent of the load of the most lightly loaded phase.

REGIDESO may not cause surges or sudden and repeated changes in current and power which may cause malfunctioning of MND installations.

MND has the right to demand that the power factor at all times be maintained above 70 hundredths. If this condition does not obtain, REGIDESO shall install a compensating mechanism.

Article X. Maintenance - Right of access

Maintenance of the line from the supply station to Kamina town, and of the departure panel shall be the responsibility of REGIDESO.

REGIDESO shall have a permanent right of access for its personnel to the supply station.

Representatives of REGIDESO shall be afforded all facilities to move about the Kamina Base when such movements are related to operating needs.

REGIDESO shall have a set of keys permitting access at all times to the departure panel.

In addition, the departure panel shall be accessible only to REGIDESO personnel, with respect to operations of grounding the line.

Article XI. Liability

REGIDESO shall substitute itself for the MND and refrain from any recourse against the latter for any liability that the MND might incur in connexion with the electrical installations whether or not belonging to the MND and whether or not located at the military base, or in the operation, control, works or any operations that may be conducted by whomsoever with respect to these installations.

This liability shall extend, in particular, to bodily or other accidents, to all hazards of fire, explosion, to all disasters, damages and injuries of any nature, not excluding those to third parties, this enumeration being illustrative and not limitative.

In the same way, the MND may not be held liable for any damages caused by interruptions in the flow of power resulting from causes beyond its control. MND shall not be in any way liable to compensate REGIDESO in this respect.

Done at Brussels, 7 January 1956

For REGIDESO

The Managing Director

For MND

The President

The Minister of National
Defence

MND - REGIDESO CONTRACT

for the supply of electric current to
the town of Kamina

ENDORSEMENT No.1

Add the following text after the 8th paragraph of article VII -
Power rates:

If during any quarterly period, interruptions occur in the flow of electrical energy that are not caused by REGIDESO, the tranches of energy described in article VII shall be reduced by the ratio of the number of days of interrupted supply to the total number of days in the given quarter.

The number of days of interrupted supply shall be calculated by dividing the number of hours of interrupted supply by twenty-four and by rounding out the figure to the closest whole number.

This reduction shall not apply when the number of days of interrupted supply thus calculated is less than two.

Done at Brussels, 14 November 1956

For REGIDESO

The Managing Director

For MND

The President

The Minister of National
Defence
By delegation

(signed) JAUMOT
Air Force Colonel,
Chief of the General Military
Construction Services.

MND.- REGIDESO CONTRACT

for the supply of electric current to
the town of Kamina

ENDORSEMENT No.2

The last paragraph of article VII - Power rates shall be amended as follows:

The words "to the credit of account No.3 of the Central Accounting Office at the Banque Centrale du Congo Belge et du Ruanda-Urundi at Kamina"

shall be replaced by the following:

"to the credit of account No.4 of the S.P. 201 at Kamina"

Done at Brussels, 23 September 1957

For REGIDESO

The Managing Director

The President

For MND

The Minister of National
Defence

MND - REGIDESO CONTRACT

for the supply of electric current to
the town of Kamina

ENDORSEMENT No.3

Article III - Power - Method of supply

Replace the beginning of the first paragraph:

"The MND shall place at the disposal of REGIDESO an installed capacity not exceeding 1,000 kW averaged over quarter hourly periods and in return"

by

"The MND shall place at the disposal of REGIDESO an average hourly capacity not exceeding 2,000 kW, and in return"

Done at Brussels, 17 August 1959

For REGIDESO

The Managing Director

E. Van Wynsberghe

The President

R. Monet

For MND

The Minister of National
Defence

By delegation

(signed) Triquet
Colonel of Engineers,
Director General of Constructions

TP/MS
KAMINA BASE
HEADQUARTERS
ADMINISTRATION OF WORKS AND
BUILDINGS

15 February 1961

No.DT/0184

Tf: 5413

To: United Nations Administrator
of Kamina Base

Dear Sir,

Subject: Invoicing of electric current
supplied to the town of Kamina

I have been informed on its own account that the United Nations contemplates invoicing electric current supplies to the town of Kamina.

I wish to place on record, Sir, as was done by my Director of Works to your predecessor, my express reservations in regard to this invoicing, since, in my opinion, the moneys should be credited to Belgium.

Invoicing of electricity supply is in fact based on a contract between the company operating the electricity supply network in Kamina-Town and the Ministry of National Defence, an agreement which to my knowledge has not been abrogated.

Yours truly,

(signed) Van Lierde
Air Force Colonel BEM DFC,
Commander, Belgian Delegation

MND - REGIDESO CONTRACT
for the supply of electric current
to the town of Kamina

Between the Department of National Defence, represented by the Minister of National Defence, hereinafter designated as MND,

and

the Department of Power and Water Distribution of the Belgian Congo and Ruanda-Urundi, represented by its President Dr. Duren and by its Managing Director Mr. Van Wynsberghe, by virtue of powers conferred on them by article 7 of its constituent act, hereinafter designated as REGIDESO,

It is agreed as follows:

Article I. Purpose

The present contract shall determine the conditions for the supply of electric current to the town of Kamina from the central hydroelectric station at Kilubi.

Article II. Entry into force - Expiration

The contract shall take effect from 1 January 1956 for a minimum duration of ten years.

Starting with the seventh year, the contract may be terminated by either party at three years' prior notice given by registered letter sent to the other party through the post.

The provisions of the present contract shall apply retroactively to all power supplied provisionally since the start of operations of the power station at Kilubi.

Article III. Power - Method of supply

The MND shall place at the disposal of REGIDESO an installed capacity not exceeding 1,000 KW averaged over quarter-hourly periods

and in return the REGIDESO agrees to purchase, on the condition of the present contract, power within this capacity for the supply system of Kamina-town.

REGIDESO may establish independent electrical generating units as emergency or subsidiary supply sources.

The capacity contracted for shall be made permanently available except in case of force majeure, accident or interruptions due to operational needs.

As far as possible these interruptions shall be made only at twenty-four hours' prior notice and by mutual accord.

Whenever the capacity supplied either temporarily or permanently exceeds the capacity contracted for, the excess capacity and the corresponding energy shall be supplied with no guarantee of continuity and in accordance with availabilities.

Article IV. Origin and technical conditions of supply

The electrical energy shall be supplied and measured at the 11,400-v. bus-bars of the supply station fed by the overhead line linking the Base with the power station at Kilubi.

The power shall be supplied in the form of a three-phase alternating current of 11,400 volts at a frequency of 50 cycles.

Permissible deviations shall be 5 per cent for voltage and 3 per cent for average frequency, measured at the bus-bars of the supply sub-station.

This deviation shall apply only to variations that are likely to occur in normal service.

Article V. Installations - Allocation of responsibilities

The installation of the shielded departure panel at the supply station and of the meters specified in article VIII shall be the responsibility of REGIDESO.

The same shall apply to the line linking the transformer station to the town of Kamina.

Connecting the departure panel to the 11,400-volt bus-bars of the supply station shall be the responsibility of REGIDESO.

Article VI. Installations - technical provisions

The line linking the supply station to the town of Kamina shall be protected at the point of departure by a shielded panel of a type identical to those now in use.

The plan for this equipment shall be submitted for approval to MND.

The panel shall be equipped with an automatic circuit breaker to prevent power flowing back to the supply station.

This panel shall be provided with a visual sectionalizing system and a means of grounding the line.

Article VII. Power rates

Power shall be provided and invoiced quarterly at the following rates on the basis of readings on the meters described in article VIII.

(a) A quarterly charge for capacity at the rate of 300 frs

per kilowatt of the quarter-hourly maximum recorded during the given quarter.

(b) A charge for consumption, established as follows:

- 1.10 fr/KWh for the tranche of power representing a utilization of 500 hours per quarter, or the equivalent maximum quarter-hourly reading.
- 0.55 fr/KWh for the tranche of power representing a quarterly utilization of 500 to 1,000 hours or the equivalent maximum quarter-hourly reading.

- 0.28 fr/KWh for power consumed beyond 1,000 hours quarterly utilization at peak.

This tariff shall apply for an average monthly power factor in excess of 0.75.

If the power factor falls below 75 hundredths, the rate shall be increased by 0.5 per cent per hundredth below 0.75 and by 1 per cent per hundredth below 0.60.

This tariff is established for existing operating conditions.

It shall be adjusted by mutual consent if these conditions change materially and for an extended period of time.

In such cases the adjustment will be applicable starting with the reading for the quarter following that during which the request for revision is made by registered letter through the mails.

Meters shall be read quarterly and the invoices prepared by MND submitted to REGIDESO after each reading.

The latter shall be required to deposit the amount within two months to the credit of account No.3 of the Central Accounting Office at the Banque Centrale du Congo Belge et du Ruanda-Urundi at Kamina.

Default of payment on the due date may lead to suspension of service following one month's prior notice.

Article VIII. Measurement of Electric energy

The amount of energy made available shall be determined at the supply station by a metering device that includes:

- (a) a three-phase wattmeter for measuring active power, to be combined as necessary with an arrangement indicative of quarter-hourly peaks.

- (b) A meter for reactive power or a combination of two meters for determining the average $\cos \phi$. REGIDESO may install a reference meter connected in series with the first meters or a complete reference metering group.

Meters shall be tested and sealed in the presence of a representative of the MND and a representative of REGIDESO.

The active power meters shall be considered accurate if, for a power factor in excess of 75 hundredths, the measured error, expressed in percentages of true consumption, does not exceed 3, 4 and 5 per cent for loads corresponding to 125, 50 or 10 per cent respectively of the rated capacity.

The meters shall be set so as to give minimum error at average operating conditions.

Meters shall be tested in the presence of both parties whenever one of the contracting parties deems it necessary.

Such testing shall be at the expense of the requesting party, provided that the test does not reveal a reading error to the detriment of that party, exceeding indicated tolerances.

In such a case, as well as in all cases of malfunctioning or defects, the parties will establish by mutual accord, either by a reference meter or by any other means, the basis on which adjustments will be made for the current period or for the period that precedes that during which the error was discovered.

Invoices covering periods prior to this latter period shall not be adjusted.

Article IX. Technical operating conditions

As perfect a balance as possible shall be permanently established between the loads on the three phases.

Imbalance between phases may not exceed 20 per cent of the load of the most lightly loaded phase.

REGIDESO may not cause surges or sudden and repeated changes in current and power which may cause malfunctioning of MND installations.

MND has the right to demand that the power factor at all times be maintained above 70 hundredths. If this condition does not obtain, REGIDESO shall install a compensating mechanism.

Article X. Maintenance - Right of access

Maintenance of the line from the supply station to Kamina town, and of the departure panel shall be the responsibility of REGIDESO.

REGIDESO shall have a permanent right of access for its personnel to the supply station.

Representatives of REGIDESO shall be afforded all facilities to move about the Kamina Base when such movements are related to operating needs.

REGIDESO shall have a set of keys permitting access at all times to the departure panel.

In addition, the departure panel shall be accessible only to REGIDESO personnel, with respect to operations of grounding the line.

Article XI. Liability

REGIDESO shall substitute itself for the MND and refrain from any recourse against the latter for any liability that the MND might incur in connexion with the electrical installations whether or not belonging to the MND and whether or not located at the military base, or in the operation, control, works or any operations that may be conducted by whomsoever with respect to these installations.

This liability shall extend, in particular, to bodily or other accidents, to all hazards of fire, explosion, to all disasters, damages and injuries of any nature, not excluding those to third parties, this enumeration being illustrative and not limitative.

In the same way, the MND may not be held liable for any damages caused by interruptions in the flow of power resulting from causes beyond its control. MND shall not be in any way liable to compensate REGIDESO in this respect.

Done at Brussels, 7 January 1956

For REGIDESO

The Managing Director

The President

For MND

The Minister of National
Defence

MND - REGIDESO CONTRACT

for the supply of electric current to
the town of Kamina

ENDORSEMENT No.1

Add the following text after the 8th paragraph of article VII -
Power rates:

If during any quarterly period, interruptions occur in the flow of electrical energy that are not caused by REGIDESO, the tranches of energy described in article VII shall be reduced by the ratio of the number of days of interrupted supply to the total number of days in the given quarter.

The number of days of interrupted supply shall be calculated by dividing the number of hours of interrupted supply by twenty-four and by rounding out the figure to the closest whole number.

This reduction shall not apply when the number of days of interrupted supply thus calculated is less than two.

Done at Brussels, 14 November 1956

For REGIDESO

The Managing Director

For MND

The President

The Minister of National
Defence
By delegation

(signed) JAUMOT
Air Force Colonel,
Chief of the General Military
Construction Services.

MND - REGIDESO CONTRACT

for the supply of electric current to
the town of Kamina

ENDORSEMENT No.2

The last paragraph of article VII -- Power rates shall be amended
as follows:

The words "to the credit of account No.3 of the Central Accounting
Office at the Banque Centrale du Congo Belge et du Ruanda-Urundi at
Kamina"

shall be replaced by the following:

"to the credit of account No.4 of the S.P. 201 at Kamina"

Done at Brussels, 23 September 1957

For REGIDESO

The Managing Director

The President

For MND

The Minister of National
Defence

MND - REGIDESO CONTRACT

for the supply of electric current to
the town of Kamina

ENDORSEMENT No.3

Article III - Power - Method of supply

Replace the beginning of the first paragraph:

"The MND shall place at the disposal of REGIDESO an installed capacity not exceeding 1,000 kW averaged over quarter hourly periods and in return"

by

"The MND shall place at the disposal of REGIDESO an average hourly capacity not exceeding 2,000 kW, and in return"

Done at Brussels, 17 August 1959

For REGIDESO

The Managing Director

E. Van Wynsberghe

The President

R. Monet

For MND

The Minister of National
Defence

By delegation

(signed) Triquet
Colonel of Engineers,
Director General of Constructions

1er mars 1961

Léo
CP/je

Monsieur John KELLY
Assistant du Représentant Spécial
du Secrétaire Général des
Nations Unies

Building Royal
LEOPOLDVILLE

Cher Monsieur Kelly,

J'ai bien reçu votre lettre du 27 février, relative à MM. Senga Anatole et Muanda Constantin arrêtés par les Autorités du Katanga à la base de Kamina.

Comme vous le savez, le Comité International de la Croix-Rouge vient de recevoir l'autorisation de faire procéder, par une mission, à une nouvelle visite des internés politiques au Katanga. Cette mission va quitter Genève très prochainement, et j'ai donc envoyé une copie de votre lettre à Genève pour que ce cas soit traité par cette mission. J'espère que celle-ci pourra venir en aide aux personnes, auxquelles vous vous intéressez.

Veuillez agréer, cher Monsieur Kelly, l'expression de mes sentiments bien dévoués.

C. Pilloud
Chef de la Délégation

cc Red Cross
file

27 February 1961 KA-56
KAREO-32

Dear Mr. Pilloud,

I would like to bring the following case to the attention of the International Committee of the Red Cross.

On 11 February, Mr. Senga Anatole and Mr. Muandu Constantin, two nephews of the Balubakat leader Mr. Jason Sendwe, were arrested at Kamina Base where they resided, by Mr. Hippolyte, son and representative at the Base of Grand Chief Kasongo Niembo of Kamina. Contrary to the understanding between the Grand Chief and the UN Administrator of the Base, the two prisoners were taken to jail in Kaminaville instead of being kept in the jail at Kamina Base.

The representative of the Grand Chief is entitled to make arrests in the Base but prisoners should not be taken off the Base without prior UN permission. The charge against the two prisoners is alleged to be non-payment of taxes.

Notwithstanding several discussions which have taken place with Katanga authorities at Kaminaville, it has not been possible to have the two prisoners returned to the jurisdiction of Kamina Base. It appears that the authorities have attempted to relate the return of the prisoners to the quite unrelated question of evacuating the Balubakat workers from the Base. The Balubakats wish to be sent to Manono but the local authorities are not in agreement. More ominous still, it appears that there is a serious risk that these two prisoners nephews of the Balubakat President might be transferred to Elisabethville.

We have instructed the UN Base Commander at Kamina to continue to use his good offices to effect the return of the prisoners to the Base, but would be grateful for any assistance the International Committee of the Red Cross can lend to this case.

Yours sincerely,

John Kelly

Assistant to the Special representative

Mr. Pilloud
Director, International Red Cross
LEOPOLDVILLE

cc. Mr. Wright, Kamina
Mr. Berendsen, Elisabethville

ROUTING SLIP

TO

Mr. Ahmed

APPROVAL		NOTE AND RETURN
SEE ME, PLEASE		YOUR COMMENTS <input checked="" type="checkbox"/>
YOUR SIGNATURE		YOUR INFORMATION <input checked="" type="checkbox"/>
NOTE AND FILE		FOR ACTION

To you M.

I suggest that we should
also advise Wright to
impress on Hippolyte
that any worker arrested
at the Base should be
dealt in accordance with
our arrangements with
him and in ^{no} other way.

DATE

FROM

*24/2**W. H. H. 24/2*

ORGANISATION DES NATIONS UNIES
AU CONGO



UNITED NATIONS ORGANIZATION
IN THE CONGO

INTER - OFFICE MEMORANDUM

21 February 1961

TO : Ambassador Dayal
FROM : F.C. Nwokedi
SUBJECT :

The attached correspondence deals primarily with the imprisonment of two nephews of Mr. Jason Sendwe at Kamina. They were arrested on 11 February by Mr. Hippolyte, son of Grand Chief Kasongo Niembo of Kamena for alleged non-payment of tax.

Contrary to existing understanding between the Grand Chief and the UN base controller, the prisoners were taken to Kaminaville jail instead of being kept in jail at the base. Mr. Wright's efforts to have them released, or brought to trial, or transferred to the Kamina base jail have met with no success. He has now been informed that the prisoners would not be released unless UN agreed to evacuate the Balubakat to Kabongo, as requested by the Grand Chief, and not to Manono as desired by the workers. This, of course, is preposterous as there is no connection between the imprisonment of these two men and the evacuation of workers from the base.

I suggest that we advise Mr. Wright to continue with his efforts to get the prisoners back to Kamina base, in or out of jail, and to try to establish the fact of their continued presence in Kaminaville prison. His report of 17 February refers to "a serious risk that the prisoners will be even moved to Elisabethville shortly, where their fate might be sealed".

It is also recommended that a report should be made to the Red Cross.

F.C. Nwokedi

*As proposed - Mr. Ahmad - this
also see*

*hs
21/2*



BOITE POSTALE 229
KAMINA BASE
KATANGA
CABLE : ONUC. KAMINA BASE

Mr. Nwokedi

'Confidential'

17 February 1961

Dear Mr. Nwokedi,

I refer to my letter of 11 February 1961. On Monday, 13 February, I had a visit from M. Emil Rigot, Substitut du Procureur d'Etat, Parquet de Kaminaville and M. Charles Moullart, Judge, President du Tribunal du District (Parquet de Kaminaville). They came to see me about some minor cases.

This gave me an opportunity to ask about the two prisoners held at Kaminaville. The two visitors explained to me that they were still government officials in Katanga as a result of the "loi fondamentale" which had been proposed by the Belgians to the Government of the Congo before Independence. This law had never been ratified but under a de facto arrangement, similar to the one provided for in the bill, they had remained in Kaminaville and are now paid by the government of Katanga. They explained that when any serious cases which would involve a punishment of more than two months imprisonment arose at the Base against Congolese, the cases had in the past been referred to the Parquet in Kaminaville. Under the Katangese legislation anybody who had been arrested had to be put before a public prosecutor within two days and before a judge within five days. They explained however that during the past few months the Minister of the Interior in Katanga had introduced a system of administrative arrests which is external to the legal system. These arrests are carried out even within the offices of the Parquet in Elisabethville. There is very little the Belgian judges or the prosecutors can do about it because any objection on their part would lead to dismissal and a consequent return back to Belgium within forty-eight hours. On account of this there was very little the visitors could do except to give me information about the status of various cases.

The visitors knew about the case of the two prisoners who had been taken away from the Base and I understand they are still in the jail of the District Commissioner at Kaminaville.

./.

I asked them if it might be possible that the District Commissioner would consent to transfer them to the jail of the Grand Chef at the Base so that the legal proceedings against the prisoners could be carried out here. They said they would try to see if anything could be done along these lines. We also discussed the presence of Jason Sendwe's third nephew on the Base and they advised that he should be transferred elsewhere. In fact, as you know, I have sent him to Leopoldville.

At the end of the visit, they asked how far they could be given passes to enter the Base in as much as it might be needed in their capacity of judge and public prosecutor.

After consultation with Mr. Liarommatis, the Chief Security Officer, who had been present at the latter part of the visit, I agreed to give them passes because his impression and mine was that they were asking for them for their own personal safety.

I asked them if they had any suggestions as to what I might do to accelerate the transfer of the prisoners to the Base and they said the head of the Surete, M. Albrecht, might be of help and they would suggest to him that he should come and see me on the following day. He did not come, but on Wednesday I called Colonel Van Lierde to my office in order to impress upon him the need for a substantial reduction in the number of Belgians still present at the Base. After this had been done I asked him how far it would be possible to do anything with regard to the prisoners. He was very astonished to learn that I had not approached him immediately when it had happened because there was a precedent before my arrival here when, in a similar situation, two persons on the Base had been kidnapped by the authorities in Kaminaville. At that time Colonel Wilander was Acting Base Commander. He had immediately turned to Colonel Van Lierde and with his help the prisoners had been released the same day. I had not been told about this nor did I find any reference in the files.

Colonel Van Lierde promised to go and see the authorities to find out what could be done about this but he was rather pessimistic with regard to the outcome in as much as several days had passed since the prisoners' arrest.

This morning he brought me the news that the authorities in Kaminaville tried to tie the release of the prisoners in with the evacuation of the Balubakats from the Base, in spite of the fact that they had refused to leave unless they would be sent to Manono and that point of distinction did not satisfy the Katangese.

He added that under no circumstances would it be possible to get a release of the prisoners unless something was done with regard to the evacuation of the Balubakats and that there was a serious risk that the prisoners will be even moved to Elisabethville shortly, where their fate might be sealed.

This morning I received a letter from the District Commissioner (copy enclosed) and this was followed by a request from him to see the Base Commander.

Colonel Yassou arrived this morning and we informed him about the illegal action of the Kaminaville authorities and the present state of the negotiations to get these prisoners released.

Colonel O'Neill received the Commissioner from Kaminaville on Friday afternoon. A report of that visit, prepared by Commandant Gill who was present, is attached.

In the circumstances we will make a new effort to find an arrangement under which the Balubakats can be evacuated to their home territories other than Manono. If we should not succeed the conversation seems to leave open the possibility that they might release the prisoners or at least transfer them to the Base prison in exchange for certain concessions. We have yet to find out the nature of these concessions.

Sincerely yours,

P. Major Wright

Carl Major Wright
Base Administrator

P.S. Mr. Liarommatis informs me that 3 of the 4 Belgian Police Commissioners in Kaminaville have resigned. The presiding Commissioner came and informed Mr. L. "I have only one hide".

REPUBLIC OF KATANGA
HAUT LOMAMI DISTRICT

Kamina
14 February 1961

No. 182

Subject: Sale of Arms

To: The Administrator
ONU Territory
Kamina Base

Sir,

I should be obliged if you would strongly forbid your personnel to sell arms to the inhabitants of Katanga.

It is the second time in fifteen days that I am in possession of an application asking for a permit to carry arms purchased from ONU.

This hunting arm, Cal.12 has been sold by a certain named HASSIUS to Mr. NGOIE Amos of the village of Sungu.

Please accept, Sir, my kindest regards.

Signed: LE COMMISSAIRE DE DISTRICT
N. Mikombe Seya

TRANSLATION

Memo of meeting held in Base Commander's Office
at 1600 on 17 February 1961

Present:	Mr. N. Mikombe	District Commissioner
	Assistant District Commissioner	
	Col. O'Neill	Base Commander
	Comm. Gill	Legal Officer
	Comm. Garvey	Intelligence Officer
	Mr. Liarommatis	Chief Security Officer
	Mr. Nolan	Interpreter

Mr. MIKOMBE had two requests: 1) that the Balubakats on the Base be repatriated to Kabongo. 2) that the giving of instruction in the use of arms by Moroccan troops to Balubakats on the Base be stopped.

He was also anxious to discuss the question of the repatriation of the Baluba Kasai and Lulua Kasai from Kamina-ville by road. He suggested that the U.N; on the Base might provide an escort to escort the evacuees as far as their own territory.

The District Commissioner emphasized the desire of the Kaminaville authorities to establish friendly relations with Kamina Base.

Col. O'NEILL in turn said that he was of course anxious that these friendly relations be established and that the whole purpose of the U.N. on Kamina Base was to establish peace and good order. But the establishment of such peace and good order was linked with the question of the two prisoners who were abducted from the Base by the Kaminaville authorities to Kaminaville prison. He emphasized that proper

relations could not be resumed until this question of the prisoners was settled.

The District Commissioner in his turn was reluctant to discuss the question of the prisoners. He said that he had not come prepared to discuss anything other than the two points he had raised.

Col. O'Neill suggested that there might be further discussion and the District Commissioner was prepared to consider it.

The District Commissioner asked one significant question and that was if the prisoners were returned by the Kaminaville authorities to the Base, what would the U.N. authorities on the Base do with them. He was most anxious that the Moroccan troops be removed from the Base. Col. O'Neill pointed out that the abduction of persons from the Base, without prior consultation with U.N. and their continued detention outside the Base, disturbed the peace very much, and while the Moroccan troops themselves were no doubt anxious to go home he was very happy to have these additional forces while the peace continued to be disturbed.

ROUTING SLIP

TO: Mr. Nwokedi

Your concurrence	()
See me, please	()
Your signature	()
Your approval	()
Please note	()
Your comments	()
Your information	()
For action	()
Please return	()

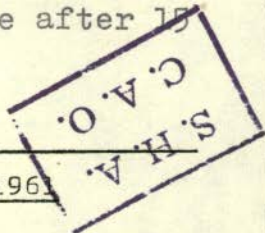
REMARKS:

No action on these letters seems necessary. I have asked Wright to come down to Leo as soon as possible after 15 February.

DATE: 14 / 2 / 1961

FROM: S. Habib Ahmed

Chief Administrative Officer





BOITE POSTALE 229
KAMINA BASE
KATANGA
CABLE : ONUC. KAMINA BASE

CONFIDENTIAL

11 February 1961

Handwritten signature/initials

Dear Mr. Nwokedi,

Last night I was informed by Mr. Liarommatis, the Security Chief, that two nephews of Mr. Jason Sendwe, who were staying at the Base, had been arrested by Mr. Hippolyte, the son of the Grand Chef Kasongo Niembo who is his representative here at the Base.

In as much as an understanding exists between the Grand Chef and the United Nations, his representative is entitled to make arrests and sit in judgment and execute judgments on the Base as long as the United Nations is kept informed. I took it for granted that the two persons in question had been brought to the jail in Kamina Base. Mr. Hippolyte had, however, not observed his obligation to inform the UN about the arrests and was not to be found anywhere during the entire evening.

During a personal visit by Mr. Liarommatis he established that the two prisoners were not kept in the jail at the Base but evidently had been taken outside to Kaminaville. As a result I called Mr. Hippolyte to my office and asked for an explanation. I explained to him that this was in complete disagreement with the existing understanding and that he would have to explain to his father that it would be necessary to return these two persons. I indicated, however, that we might find possibilities to send the prisoners out of the Base as soon as they had been returned. He promised to answer by mid-day. At that time the adviser of the Grand Chef called and said the Chef was anxious to see me but he did not dare to come to the Base because of the animosity on the part of the Balubakats. He therefore asked if I would meet with him and the District Commissioner in Kaminaville in the latter's office. I said that I would be glad to meet him at his house and that I later on would call on the District Commissioner. When I arrived accompanied by Mr. Caprario and Mr. Liarommatis, the Grand Chef explained to me that the two Sendwe brothers were his subjects and in as much as they were not working at the Base but were only lodging there, he had brought them back to his own jurisdiction in order that they might be punished.

Mr. F.C. Nwokedi
Chief Assistant to the
Special Representative
ONUC HQ
Leopoldville

after facing a tribunal there for their failure to meet their obligations with regard to taxes and fines.

One of them had been imprisoned but had been paroled by the Grand Chef. The other had left his job in the local bank without any due warning to his employer. I explained that we could of course not tolerate such police action on the Base especially as he had not given us any information about his action. In as much as no specific rules had been worked out for such cases, I hoped it might be possible to find some kind of arrangement for the two persons in question and that we afterwards might proceed to lay down the general rules which should apply in such cases.

Mr. Caprario then suggested that it might be possible that the United Nations could accommodate the people from Kabongo in a wish expressed by them to return to their own tribal area and if such an arrangement was carried out, would the Grand Chef then be willing to let the two Sendwe brothers leave together with the rest. The Grand Chef agreed to this arrangement and his adviser fully supported him in this decision.

Afterwards we had the scheduled meeting with the District Commissioner who agreed reluctantly to this arrangement. We are now trying to make arrangements either for a train to go to Kabongo under Irish military escort or for a convoy of trucks to go to the same place. The authorities in Kamina-ville and the Grand Chef promised us all assistance and Col. O'Neill believes it is possible to make arrangements with the Balubakats for safe passage when the train passes into their territory.

Efforts have been made during the last week to find people who have been squatting on the Base. In 200 houses we found 10 unauthorized persons. I shall keep you informed about further developments with regard to the question of the departure of the people of Kabongo and the fate of the Sendwe brothers. I believe that these recent events were touched off by the visit of Mr. Jason Sendwe at the Base. The Grand Chef had very exaggerated ideas about the way he had been accommodated by the UN and was in particular convinced that this had given Mr. Sendwe an opportunity to make contacts with members of his tribe and his family while he was here which, to my knowledge, was not the case.

We are doing our best to avoid that these events jeopardize the security of the Base. All guards and patrols have been reinforced but there is still much excitement among the Congolese population on the Base.

I cannot close this letter without once more emphasising what I said in my letter of 8 February that any further

visits of Mr. Jason Sendwe to Kamina Base should be avoided if it is at all possible to find places for trans-shipment from airplane to helicopter or vice versa elsewhere.

As a matter of fact even in these cases where it is not possible to find such accommodation I should strongly recommend that no further visits be made by Mr. Jason Sendwe.

Sincerely yours,

P. Major Wright

C. Major Wright

P.S. We had a meeting with the representatives of the Balubakat workers on the Base at midday today. They do not want to leave for Kabongo ^{or beyond} but want to go to Manono. The Commissaire de District is on the other hand not prepared to release the prisoners if the group is sent to Manono.

... I have meanwhile sent the attached letter of protest to the Commissaire and held him responsible for any bodily harm to the prisoners.

Meanwhile the judge in Kaminaville has asked to see me on Monday.

cc: Mr. Brackenbury; Chief, Field Admin. Unit



BOITE POSTALE 229
KAMINA BASE
KATANGA
CABLE : ONUC. KAMINA BASE

8 February 1961

Dear Mr. Nwokedi,

In view of Mr. Dayal's and General McKeown's standing instructions on unauthorised personnel on Kamina Base, I should like to inform you that Mr. Jason Sendwe landed here this morning and left Kamina airport at about 13.40.

Although I have been told by Mr. Berendsen, General Ward and Colonel Kjellgren that such a visit was authorised, I did not believe that Mr. Sendwe would arrive here without authorisation from Leopoldville or, at least, without advance notice to me with regard to his arrival. Arrangements were made for his security by Mr. Liarommatis, the Danish/Norwegian Police Force and for his protection by the Irish Battalion.

I asked Colonel Price of the Nigerian Army, who was with Mr. Sendwe, how far the latter was authorised from Leopoldville to visit here. He did not know but he gave me the following statement:

"Mr. Jason Sendwe has been brought to Kamina on the authority of the Commanders of South and North Katanga in UNO transport and under my responsibility.

Lt. Col. Price
8.2.61"

In view of the considerable security risks which Mr. Sendwe's visit imposes on Kamina Base, I should be most obliged if I could be informed in advance of any visit and receive prior authorisation from Leopoldville.

Considering the hostile attitude towards Mr. Sendwe of the local authorities immediately outside the Base and their representatives here, as well as the local inhabitants, I urge that Kamina Base be used for such visits only when no other airport is available for transshipment.

The Base had also today the visit of a Canadian journalist accredited to the Canadian Army who was accompanied by a Canadian officer. I told him that he could not undertake any journalistic activities on the Base or send any news from here. I put him in the custody of the Canadian officer and have asked him to take the next plane to Leopoldville.

I should appreciate very much if the attention of our Public Information Officer in Leopoldville could be drawn to the standing instructions with regard to the visits of unauthorised personnel to Kamina Base. With kindest regards,

Sincerely yours,

C. Major Wright

Carl Major Wright
Base Administrator

Mr. F.C. Nwokedi
Chief Assistant to the Special Representative
ONUC
Leopoldville

11 février 1961

Monsieur le Commissaire,

Je me réfère à la conversation que j'ai eue avec vous hier après-midi concernant les deux prisonniers qui viennent d'être arrêtés par M. Hippolyte Ndaye à la Base de Kamina et transportés par lui aux prisons de Kaminaville sans nous en informer et sans obtenir notre accord.

Suivant notre conversation d'hier, j'ai essayé d'obtenir le consentement des travailleurs Balubakats qui se trouvent à la Base pour les transporter avec les deux prisonniers jusqu'à Kabongo où les deux prisonniers seraient mis en liberté.

Comme M. Caprario vous a déjà informé, les Balubakats de la Base nous ont répondu qu'ils ne sont plus disposés à être envoyés à Kabongo et ils insistent pour être envoyés à Manono.

Nous protestons énergiquement contre l'enlèvement de ces deux personnes de la Base et demandons leur retour immédiat à la Base. S'il y a des raisons valables qui justifient leur arrestation, nous sommes d'accord pour qu'en les garde dans la prison de la Base jusqu'à ce qu'un jugement soit rendu. En tout cas je vous tiens responsable pour leur intégrité physique jusqu'au moment où il sera possible de trouver une solution à cette question ou qu'en pourra les mettre en liberté.

Veuillez agréer, Monsieur le Commissaire, l'expression de mes sentiments distingués.

C. Major Wright
Administrateur de la Base

Monsieur Norbert Mikiembe
Commissaire de District
Kaminaville

*See file
xay
v/r*

22 February

1

Mr. R. Dayal, Special Representative of the Secretary-General
S. Habib Ahmed, Chief Administrative Officer
Evacuation of Belgians from Kamina Base

On 16 February there were 47 Belgians still left on Kamina Base. Of these 13 are scheduled to depart by the end of this month and 26 on the 4 of March leaving a total of 8 Belgians after that date. Wright has not advised us of the date of departure of these remaining Belgians.

2. We have been impressing on Wright to accelerate the evacuation of the remaining Belgians and in his memo of 19 February he has advised us that he was meeting Colonel van Lierde to "see how far it will be possible." I have today sent the following telegram to Wright:

"Please advise results of your discussions with van Lierde on accelerating withdrawal of remaining Belgians from Kamina. Request that you press strongly for earliest evacuation as we consider that departure of 26 Belgians by 4 March and of remaining 8 thereafter on undetermined date not justified by progress of handover of surplus stores and materials to Belgians."

✓cc: Mr. Nwokedi

Mr. Nwokedi

See you

c/Pol 110/3 KAMINA

9 February

1

Mr. C. Brackenbury, Chief, Field Administrative Unit
S. Habib Ahmed, Chief Administrative Officer
Custodial Maintenance at Kamina Base

S. H. A.
C. A. O.

.....
Mr. Wright's report shows that considerable progress has been made in implementing the plans for bringing the Base to custodial maintenance. I think we should explain to Mr. Wright that the fact of placing the Base on custodial maintenance would not mean that we shall not use the Base for emergencies such as the airlifting of food for Bakwanga. Whenever such emergencies arise, special staff would be detailed to Kamina from outside which will leave as soon as its work is completed.

2. I have no objection to the proposal to continue the operation of the bakery and the butchery provided this can be managed by the Irish Bn personnel with the available civilian technicians and Congolese workers, if the local situation so warrants. This should not however delay the moving out of the Indian Composite Supply Platoon.

3. On page 11 reference is made of the handing over of administrative functions to the Irish Commander. This seems to be based on a misunderstanding. The Administrative functions of the Base should remain in the hands of a United Nations civilian officer and we have already advised Mr. Wright that he should hand over his functions on 15 February or as soon as possible thereafter to Mr. Caprario, as we cannot justify, under present conditions, having two senior administrative officers at Kamina.

4. The functions of Colonel Roy insofar as supervising the security of the Base is concerned and the operation of the military services for the purpose of maintaining the

. . . 2

the U.N. forces at the Base should be taken over by Colonel O'Neill. Before General Rikhye left he decided that Colonel Roy would be relieved from Kamina on 15 February. I have asked Wright to advise us of the date on which he will hand over his functions to Caprario.

✓cc: Mr. F. C. Nwokedi



INTER - OFFICE MEMORANDUM

SECRET

KA-45

8 February 1961

TO: Mr. R. Dayal, Special Representative of the Secretary General
FROM: S.Habib Ahmed, Chief Administrative Officer
SUBJECT: KALEO 15 - Flag of Katanga



..... My comments on the attached cable are as follows:

- 1) As long as the United Nations remains the custodian of the Base no external authority can be allowed to put up its flag on the Base. The cable does not say who actually put up the Katangese flag. As far as Kasongo Niembo is concerned all we have allowed him is to retain the same privileges at the Base which he enjoyed under the Belgian regime. The putting up of the Katanga flag by him, assuming that he did so, is a violation of our understanding with him. In any case as the flag has now been pulled down no further action on this point is necessary except that the Base Commander and Wright should not allow any flag except that of the United Nations to be flown at the Base.
- 2) As far as the concentration of Katangese gendarmerie outside the Base is concerned this is a matter for the Supreme Commander but in view of the fact that we have one Battalion stationed at Kamina it is unlikely that the gendarmerie will make an attempt to seize the Base from the United Nations by force.
- 3) As far as I know no discussions have ever taken place between us and the Belgians on the question of their keeping personal arms at the Base. During my stay at the Base I did not see any Belgian carrying arms. I do not therefore think that this issue should be raised with the Belgians at this time. On the other hand Wright should press for the evacuation of the remaining Belgians without further delay. In a meeting I had with Colonel van Lierde before my departure from Kamina I impressed on him to complete the

take over of the surplus equipment and stores from us by 31 January and evacuate from the Base thereafter. Since then, this date has been extended to 15 February and I suggest that Wright should take every possible action to see that the remaining Belgians leave the Base soon after that date.

..... I have consulted Mr. Berthoud and he agrees with the above comments. Attached is a draft reply to Wright for your approval.

*Jul
9/2*



INTER - OFFICE MEMORANDUM

c/Pol 110/3

Mr. R. Bernard, Chief Procurement & Supply
Lt-Col. N.H. Madan, Chief Logistics Officer
Mr. H. Ahmed, Chief Administrative Officer
Mr. C.E. Brackenbury, Chief, Field Administrative Unit
Mr. P. Berthoud, Legal Adviser

26 January 1961

M.C. Nwokedi, Chief Assistant to the Special Representative

KAMINA and KITONA BASES

As you are aware, we have received information from Kitona indicating that the Belgians are trying to sign an agreement with the Congolese authorities for the transfer of the Bases to the Congolese, with effect from 1st February 1961.

Representations have been made to the Belgian Government by the Secretary-General and to President Kasa-Vubu by the Special Representative enjoining them to refrain from any bypartite agreement for the transfer of the bases. These representations do not seem to have had the desired effect, and the Special Representative is still pursuing the matter.

There are however a few matters of detail which need urgent attention, and I shall be glad if you will attend a meeting in my office at 4 p.m. today. Some of the matters to be discussed are:

- a. Maintenance expenses of the Bases.
- b. Purchase or taking on loan of material and equipment needed for maintenance.
- c. Disposal of Belgian movable property not to be purchased or otherwise used by UN.
- d. Question of continued stay of Belgians at Kitona Base and consequential question of retaining some Congolese workers as support for them.

No doubt, you may have other points for consideration at this meeting.

Bases

c/Pol 110/3

Le 25 janvier 1961

Excellence,

J'ai l'honneur d'accuser réception de votre lettre du 9 janvier 1961, relative aux bases militaires de Kamina, de Kitona et de Banane.

Comme vous le savez, l'Organisation des Nations Unies assure l'administration des anciennes bases militaires belges au Congo à titre de mesure provisoire au sens de l'Article 40 de la Charte, dans le cadre des résolutions du Conseil de Sécurité relatives au Congo. Une telle mesure provisoire ne préjuge en rien les droits, les prétentions ou la position des parties intéressées. Il a été fait allusion, pour décrire la nature de la fonction dévolue à l'Organisation au sujet des bases, à l'analogie qu'on peut établir avec les principes généraux du droit civil relatifs à la gestion provisoire d'affaires pour autrui. L'administration des Nations Unies tend donc à l'entretien et à la conservation des bases en attendant que des arrangements interviennent pour leur disposition finale. Il ne peut naturellement en découler que l'Organisation doive nécessairement continuer à assurer leur opération comme bases militaires, et que soit maintenu l'usage qui en était fait avant l'indépendance par le Ministère belge de la Défense nationale. Il est exact que l'Organisation des Nations Unies procède à l'heure actuelle à une réduction sensible du nombre des travailleurs congolais qui sont employés dans les bases. Cette réduction est due au fait que l'entretien et la conservation des bases ne requiert qu'une fraction de la main d'œuvre qui était nécessaire pour assurer leur opération comme bases militaires. Elle s'inspire d'un souci d'administration rationnelle et d'économie, et reflète la diligence dont doit faire preuve l'Organisation en sa qualité d'agent chargé de la gestion temporaire des bases, dans l'intérêt même des parties qui peuvent se prévaloir de droits ou d'intérêts à leur égard.

Son Excellence
Monsieur Joseph Kasa-Vubu
Président de la République du Congo
Léopoldville

Votre lettre faisant allusion à la possibilité de négociations entre les autorités congolaises et le Gouvernement belge au sujet de l'occupation des bases par l'Armée Nationale Congolaise, je crois en outre utile de rappeler que l'Organisation des Nations Unies serait nécessairement une partie essentiellement intéressée à de telles négociations, en raison des résolutions du Conseil de Sécurité. La durée de l'administration de l'Organisation doit en effet être déterminée à la lumière des conditions qui ont rendu leur prise en charge nécessaire, et qui elles-mêmes découlent du mandat donné au Secrétaire général par le Conseil de Sécurité dans ses résolutions des 14 et 22 juillet et 9 août 1960. Il doit donc être considéré comme entendu qu'aussi longtemps que l'administration par les Nations Unies demeure nécessaire pour remplir l'objet de ces résolutions, elle doit continuer d'être assurée, sous réserve d'instructions contraires de la part du Conseil de Sécurité.

Le Secrétaire général a examiné cette question tout récemment, à la suite de votre lettre précitée du 9 janvier 1961, dont je lui ai communiqué le texte. Il est parvenu à la conclusion qu'à l'heure actuelle, le transfert des bases à l'Armée Nationale Congolaise dépasserait sa compétence établie par les dispositions des résolutions du Conseil de Sécurité et de l'Assemblée générale. En effet, la compatibilité d'un tel transfert avec les résolutions du Conseil de Sécurité est sujette à caution, et cette mesure ne devrait pas être prise sans l'autorisation du Conseil. En expliquant sa position à cet égard, le Secrétaire général s'est référé notamment au paragraphe 6 de la résolution adoptée le 20 septembre 1960 par l'Assemblée générale, aux termes duquel l'Assemblée, "Sans préjudice des droits souverains de la République du Congo, invite tous les Etats à s'abstenir de fournir, directement ou indirectement, des armes ou autre matériel de guerre, du personnel militaire ou autre assistance à des fins militaires au Congo pendant la durée de l'assistance militaire accordée à titre temporaire par l'intermédiaire des Nations Unies, sauf si les Nations Unies le demandent, par l'entremise du Secrétaire général, pour atteindre les objectifs de la présente résolution et des résolutions adoptées par le Conseil de Sécurité les 14 et 22 juillet et le 9 août 1960". La Force des

Nations Unies doit s'inspirer de cette disposition adoptée par l'Assemblée générale, qui doit être considérée comme précisant davantage les objectifs inhérents aux résolutions du Conseil de Sécurité. Or, il n'est guère douteux que le transfert des bases à l'Armée Nationale Congolaise doive être considéré comme une "assistance à des fins militaires au Congo". En conséquence, sauf instructions contraires du Conseil de Sécurité, la Force ne peut prendre aucune mesure tendant à la cession et au transfert de ses pouvoirs d'administration sur les bases.

Veuillez agréer, Excellence, les assurances de ma plus haute considération.

Rajeshwar Dayal
Représentant spécial du
Secrétaire général

DEPARTMENT OF NATIONAL DEFENCE
MINISTÈRE DE LA DÉFENSE NATIONALE

ON HER MAJESTY'S SERVICE
SERVICE DE SA MAJESTÉ

ROUTINE

11/05 ELLEO 1133

FOR DORSINVILLE

13/05 ELLEO 1132

FOR DORSINVILLE

ROUTINE

A Monsieur le Représentant Spécial
du Secrétaire Général de l'Organi-
sation des Nations Unies au Congo
LEOPOLDVILLE.-

c/P/110/3

Monsieur le Représentant Spécial,

J'ai l'honneur de porter à votre connaissance que des informations reçues de source sérieuse indiquent que l'O.N.U.C. a pris des dispositions en vue de la fermeture de la base de Kamina. Des mesures semblables seraient envisagées pour les bases de Kitona et de Banane.

Le Gouvernement de la République estime que ces décisions prises unilatéralement par le Commandement Supérieur de la Force de l'O.N.U. au Congo, sont de nature à remettre en question le statut des bases ex-belges sur le territoire de la République, tel qu'il ressort du rapport adressé au Conseil de Sécurité par le Secrétaire Général de l'O.N.U. en date du 31 août 1960.

Je vous rappelle d'ailleurs que lors de la séance du 21 août du Conseil de Sécurité, le Secrétaire Général avait déclaré : " Si l'évacuation du personnel non combattant de Kamina et de Kitona s'est effectuée avec un certain retard cela ne doit pas être attribué à une résistance belge à cette mesure mais à la responsabilité qui sera désormais celle des Nations Unies de fournir une assistance au pays pour subvenir aux besoins de la nombreuse population qui est tellement tributaire des taxes, pour la sécurité de son travail et de ses revenus."

Vous comprendrez dès lors, Monsieur le Représentant Spécial, qu'une décision de fermeture des bases militaires au Congo représenterait un problème d'une telle importance pour le Gouvernement de la République qu'il serait parfaitement fondé à entamer des négociations immédiatement avec le Gouvernement Belge en vue de permettre une occupation de ces bases par l'Armée Nationale Congolaise et l'utilisation du charroi et du matériel, y entreposés, pour les besoins de cette armée.

Il me paraît par conséquent indispen-
sable que la Force de l'O.N.U. au Congo reconsidère sa décision
et que les dispositions soient prises en vue de la reprise de

../..

l'autorité de ces bases, du développement de l'enseignement professionnel qui y était dispensé et finalement du maintien de l'entretien de la nombreuse population congolaise qui en dépend.

Je saisis cette occasion pour vous renouveler, Monsieur le Représentant Spécial, les assurances de ma haute considération.

LE PRÉSIDENT DE LA RÉPUBLIQUE

J. KASA-VUBU.

P. LE COMMISSAIRE GÉNÉRAL ADJOINT AUX AFFAIRES
ÉTRANGÈRES,

E. KASHEMWA.-

C/PL 110/3 KAMINA

18 January,

Dr. Ralph J. Bunche, Under-Secretary for Special Political Affairs
F.C. Nwokedi, Chief Assistant to the Special Representative
Evacuation of workers from Kamina Base

Further to my letter of 30 December 1961, the depopulation of Kamina base is progressing satisfactorily although not without some anxiety. The attached note by Mr. Ahmed on the evacuation plans is forwarded for your information.

I also forward herewith a report dated 11th January on Mr. Ahmed's discussions with the Interior Minister of Katanga, Godfroid Munongo, and Customary Chief, Kasengo Niembo. We are reviewing the whole future of the base as well as Kitona base, in the light of your cable No. 214 and recent correspondence from President Kasa Vubu on the same subject, and a full report will be sent to you this week.

ORGANISATION DES NATIONS UNIES
AU CONGO



UNITED NATIONS ORGANIZATION
IN THE CONGO

C / Pol 110 / 3

INTER - OFFICE MEMORANDUM

January 16 1961

TO : Brigadier I.J.Rikhye, Military Adviser to the Secretary General ✓
Mr. F.Nowkdei, Chief Assistant to the Special Representative
FROM : Mr. H.Ahmed, Administrator, Kamina Base
Mr. P.Berthoud, Legal Adviser
SUBJECT : Special Representative of the Secretary General

The question of UN responsibilities in regard to the three bases is coming to a head with the progressive withdrawal of the Congolese personnel and pressures being brought to bear by the Congolese authorities. The Belgians have also indicated their anxiety to hand over as soon as possible.

2. Now that Mr. Ahmed is here, the whole matter should be thoroughly examined in the light of UN's obligations. The transfer must be worked out in an orderly way. We must not let ourselves ~~to~~ be pushed out by force. It would be disastrous for war material to fall into the hands of the ANC and this aspect of the matter should receive careful consideration. If any legal complications are involved, the question of handing over should be delayed ^{while} ~~before~~ sorting them out by correspondence with the authorities concerned.

3. Chief Assistant will arrange a meeting with Brigadier Rikhye, Mr. Ahmed and Mr. Berthoud and put up concrete proposals which I shall subsequently discuss.

Nday



c/Pd 110/3 KAMINA

INTER - OFFICE MEMORANDUM

13 January 1961

h *Doye*
A: General Rikhye, Leo
DE: S. Habib Ahmed, Base Administrator, Kamina
OBJET: Evacuation of Lulua workers from Kamina Base

..... I enclose herewith for your information a
copy of an information note on the evacuation of
Lulua workers from Kamina Base.

namu



INTER - OFFICE MEMORANDUM

c/Pol 11013 KAMINA

13 January 1961

A: Mr. Rajeshwar Dayal, Special Representative of the
DE: Secretary General, Leo
OBJET: S. Habib Ahmed, Base Administrator, Kamina
Evacuation of Lulua Workers

... I submit herewith for your information a copy
of an information note on the evacuation of Lulua
workers from Kamina Base which is scheduled to begin
from 21 January.

namer

*Ch Amst
16/1
with M. Kamini*

At the end of December 1960, the President of the Lulua Ethnical Society of Kamina Base, Mr. Marc Kadima, and several other prominent Lulus of the Base, approached the U.N. authorities at the Base and informed them that most of the workers of the Lulua and allied tribes wanted to be repatriated from Kamina Base into their tribal territory, which is part of the Province of Kasai.

The list of workers who have expressed their desire to leave includes 1048 names.

The workers and their families will be evacuated by train under strong military escorts.

The present plan is to send them by BCK trains which would be departing from the Base on 21, 23, 25 and 27 (and if necessary 29) January 1961.

The trains will dock at RRR in the morning of the day of departure. They will be boarded in the afternoon and will leave at 1800 hours. Each train will be composed approximately of 12 passenger cars, 6 freight cars and 4 cars for the military escort, which will carry special markings.

In order to help and advise the evacuees on their trip we shall send one male nurse with first aid equipment on each train, and we shall appoint one of the evacuees as counsellor for the train and subcounsellors for each passenger car. Adequate food rations for 24 hours will be given to all the evacuees as they board the trains.

One ONUC staff member will be seconded to Luluabourg to work under ONUC authorities there in the reception of the evacuees at the railway stations and in their further transportation to their villages. In the first train a group of workers will be sent which will collaborate with ONUC authorities for the rapid arrival of the evacuees at their ultimate places of destination. At each railway station there will be one or two of these workers who will try to get the local population to organize the reception of the evacuees, probably giving them a hot meal before they depart for the villages and sending them off as they board the busses.

The workers will be given a month's salary as termination pay.

- 2 -

Prior to the departure of each train a telegram will be sent to the ONUC authorities in Luluabourg giving the breakdown by stations, of the number of passengers arriving and the number of those who require further transportation.

Complete arrangements have already been made for the further transportation of the evacuees from the railway stations to their villages.

Intensive efforts are being made to help these evacuees in their resettlement and in their search for new employment.

Issued by the office of the Base Administrator, Kamina

Dated 13 January, 1961

cc: All Unit Commanders
Chief Finance Officer
Chief Procurement Officer
Chief Security Officer
Mr. Furois

NOTE

TRAINING OF SOCIAL WORKERS

at Kamina, memo from Mr. Langrod to Mr. Linner
on Social Services, dated 12 Jan. 1961, see:

C/TEC 290/4

ORGANISATION DES NATIONS
UNIES AU CONGO



UNITED NATIONS ORGANIZATION
IN THE CONGO

INTER - OFFICE MEMORANDUM

A :

DE :

OBJET :



INTER - OFFICE MEMORANDUM

C/Pol 110/3 KAMINA

9 January

1961

A: General Rikhye, ONUC Headquarters, Leo
DE: S. Habib Ahmed, Base Administrator, Kamina
OBJET: Custodial Maintenance of Kamina Base

.....

I enclose for your information a copy of the draft plan to bring the current operations at Kamina Base to custodial maintenance.

namini

L.

Mr Dyal - for info

Another copy addressed to Amb. Dyal.

JG.

681/14

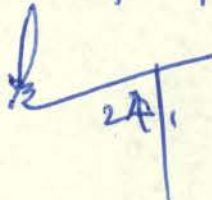
ROUTING SLIP
(Ops Sec)

TO:

Mr F Nwokodi.

1. For approval	
2. For signature	
3. For information	
4. For action	
5. For comments	
6. Investigate and report	
7. Reply please	
8. Reply for my signature	
9. For despatch	
10. Initial and return	
11. Note and return	
12. Note and file	
13. Returned as requested	
14. Sent as requested	
15. See me please	

The plan seems simple + workable and I agree with it. I understand from the logistics point of view, that the plan was made in consultation with Col Haden, Chief Logistics Officer.


24/1

Date:

From:

Military Operations.

ROUTING SLIP

TO

Col. Nitro 512

APPROVAL

SEE ME, PLEASE

YOUR SIGNATURE

NOTE AND FILE

NOTE AND RETURN

YOUR COMMENTS

YOUR INFORMATION

FOR ACTION

I should be grateful
for your comments on
the military aspects
of the attached draft
plan.

DATE

18/1

FROM

Hooke

CUSTODIAL MAINTENANCE OF KAMINA BASE

(REVISED PLAN)

The draft plan on the above subject dated 30 October has been examined and in view of the fact that the existing water supply and sewage disposal installations at the Lumwe area have been found to be inadequate to permit the Irish Battalion to be concentrated in that area, the following revisions in the Plan are proposed.

(i) The Irish Battalion will establish Kalunga area as its main centre of operation;

(ii) The Lumwe area including the airport will be guarded and looked after by a suitable detachment of the Battalion.

The phasing out of the current operations so as to bring down the Base to custodial maintenance will now take place in three stages as follows.

STAGE I.

(A) The ATU will move out of Kamina. All repair facilities for aircraft at the Kamina airport will be closed. A small staff of not more than ten technicians will be left at the airport to service United Nations aircraft using the Kamina airport. The staff should be so composed as to handle in addition to other duties, the control tower operation and movement control duties.

(B) Upon the evacuation of the ATU the Lumwe mess will be closed. The residual ATU personnel will be assisted in making individual arrangements for procuring supplies and the cooking of their food and necessary adjustment in their service allowance will be made.

(C) The Lumwe PX will be closed.

STAGE II.

(A) The Irish Battalion will take steps to relieve the Engineer Battalion, the Ordnance Unit, and the Transport

unit of their current responsibilities for the maintenance of vehicles in the RRR area. The Irish Battalion Commander will advise as soon as possible what military vehicle maintenance personnel at present engaged on vehicle maintenance up to 3rd echelon should be retained at the Base to work along with Irish personnel for complete coverage of the vehicle repair shop.

(B) The Engineer Battalion unit will maintain its headquarters in the existing premises in the RRR area and will continue to remain responsible for the maintenance of Base services and facilities including the operation of the farm. Necessary additional military or civilian staff will be provided to the Engineer Battalion to enable it to carry out its functions effectively.

(C) The Engineer Battalion will continue to make use of the Ordnance Depot for maintaining stocks of supplies and stores needed for its operations.

(D) Except for the vehicle maintenance shops all other shops in the RRR area will be closed.

STAGE III.

(A) All vehicles at the Base in charge of the Transport Platoon will be transferred to the Irish Battalion.

(B) The Supply Composite Platoon will transfer all its stocks of food and other supplies to the Irish Battalion. The Bakery and Butchery will be closed and arrangements will be made to obtain meat and bread from Kaminaville.

(C) The operations of the railway siding in the RRR area will be closed down.

(D) The Irish Battalion will take steps to relieve gradually the present M.P. unit and in due course take over its responsibilities including the operation of the Congolese military police.

COMMAND AND CONTROL

The Officer Commanding of the Irish Battalion will be responsible for assisting the United Nations administration in carrying out the above plan of action and, upon the completion of Stage III. of the plan, will be the United Nations Commander of the Base. All services of the Base such as Engineer Battalion unit, Hospital, Sanitation and Hygiene, etc. will come under his command. He will be assisted by a small United Nations civilian staff for general administration of Congolese workers, procurement of supplies and financial and certifying functions.

6 January 1961

S. Habib Ahmed
Base Administrator