

Claims

C/ADM/633- ONUC - Claims Board

13/11/1960-31/10/1962

PLEASE RETAIN
ORIGINAL ORDER

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ROUTING SLIP

TO Mr C. Taff
Room 630

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

31st meeting

Attached are summaries
of cases to be reviewed at
the next ONUC Claims Board
meeting to take place at:
4.00 p.m. on Monday,
2 July 1962 in room 610.

DATE

FROM

26 July 1962

B. Halbert

0081

SHRINKAGE - SPOILAGE OF PERISHABLES, FRIDAM SUPPLY DEPOT

Audit and Inspection Service report No. 33, dated 21 August 1961, on the Fridam Supply Depot notes in paragraph (d) that no system was adopted for reporting to the United Nations any spoilage of Supply Depot stocks. In a number of cases, items designated "Avaries" appear on stock cards but without authority or justification.

In the opinion of the Internal Auditor 7% "shrinkage" should be allowed on fruit and vegetables and 3% on meat, due to rapid turnover of these items. Mr Danseaux maintains allowances should be 30% on vegetables, 15% on fresh fruit, and 4% on meat.

The additional allowance (percentage) represents an amount of 225,093 C.frs. Although the Internal Auditor calculated the amount representing the difference between the two proposed average percentages, this did not in any way imply a tacit acceptance of Danseaux's percentages. The Danseaux contracts do not resolve the question, as they do not foresee an average percentage for shrinkage.

The Chief, Audit and Inspection Service's inter-office memorandum of 20 June 1962 points out that losses and spoilage are included in the term "shrinkage" for audit purposes.

In order to consider this case on the basis of percentages, in view of the highly technical character of the subject, it would be necessary to obtain data relating to:

- (1) shrinkage;
- (2) spoilage;
- (3) handling losses (see annex 1).

FAO was requested to provide documentation on shrinkage. This could not be done, and the Laboratoire de la Société Congolaise pour la Surveillance was suggested as a source for such information. On questioning their chief chemist, he considered the average percentage proposed by the other party (Danseaux) as reasonable, based on a general outline of the problem. The chief chemist also added that on various occasions these percentages were exceeded.

Investigations carried out in Léopoldville indicate that large firms such as Sedec, pay a higher price for perishables which have already been subject to shrinkage, when buying from commercial cold storage.

195,000

Claim for ~~200,000~~ K. frs for loss of Chevrolet,
Registration No. T1025, property of Mr Clement Margos

The above-mentioned vehicle was rented by ONUC, Elisabethville on 30 September 1960. On 31 August 1961, Mr Margos was given the opportunity of recuperating his vehicle or selling it to ONUC for 97,000 K.frs. Rental payments totalling 88,000 K.frs were made through 31 August 1961. During negotiations to conclude this matter, the vehicle disappeared as a result of the September hostilities in Katanga.

Following the September events, Security made extensive efforts to locate the vehicle but were unable to do so. Mr Paul Wiis, Assistant Transport Officer, reported that he had seen an European officer in uniform and 3 soldiers of the Katangese Gendarmerie using the car on 16 September 1961 on Ave Stanley in Elisabethville.

Information obtained by the Claims Officer in Elisabethville indicates that the vehicle might be with the Katangese Gendarmerie in Kolwezi. No definite proof can be presented to substantiate this fact.

Line 16 of the rental agreement provides that the vehicle be insured by ONUC.

Seizure of Mr Margos's property by the Katangese authorities is considered as ^aperemptory reason for not having fulfilled the obligation of returning the vehicle.

Obstruction of the use of the car by governmental authority is considered as a case of force majeure. This is foreseen in the application of article 379 (Code Civil, A. Béchier). Acts of war are included in the same article.

Legally the rental contract is terminated due to the loss of the rented object under the above-mentioned conditions.

It is recommended that Mr Margos's claim be rejected on the grounds indicated above.

The Chief Procurement Officer considered Mr Danseaux's percentages to be absolutely fair, when approached on this matter. He provided statistics relating to shrinkage in the (auditor's) broad sense of the word. These percentages exceed those proposed by Danseaux. The Chief Procurement Officer indicated that his department was unable to answer the points raised in annex 1.

In a memorandum dated 20 June 1962, the Chief, Audit and Inspection Service, reported that the auditors have at no time recommended as unacceptable Mr Danseaux's percentage for shrinkage (annex 3).

In view of the various difficulties mentioned above, the Board may wish to recommend that:

- (1) recourse to article 18 of the contract, which provides that all disputes arising between parties out of the performance of the present contract shall at the request of either party be submitted to an arbitration committee, be avoided;
- (2) this matter be settled amicably and that a compromise financial settlement be negotiated. The negotiation should avoid any discussion of percentages and be restricted to a full and final settlement, based solely on the amount involved (225,093 G.frs).

If the Board accepts this recommendation, the limit for such a settlement must be established.

Failing acceptance of a negotiated settlement, the case would have to be referred to an expert on such matters.

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Rev. I

Mr B. KARAIYANOV (WHO - MICROBIOLOGIST)
Mrs E. KARAIYANOVA (WHO - Laboratory Technician)
- Stanleyville

This case was presented at the 19th meeting of the Claims Board held on 2 October 1961.

The minutes read as follows:

"Case No. 124. Mr Karaivanov, Stanleyville

During the night of 25 July 1961, burglars entered the villa occupied by Mr and Mrs Karaivanov at 9 Avenue de Sabena, Stanleyville. Entry was obtained by the breaking of a window. Mr Karaivanov is employed in Stanleyville by WHO. The incident was reported to the appropriate authorities, who investigated the matter with negative results.

The original cost price of the stolen items amounts to \$684.74. Of this total, \$519.29 represents the cost price of a microscope, and \$61.26 the cost price of a cocktail dress and pair of shoes of Mrs Karaivanov.

The Board took note of the fact that in June 1961, the Controller had advised WHO that he had agreed with WHO authorities that the WHO Claims Board would render advisory opinions in the case of claims submitted by WHO staff members.

The Board felt that under the terms of Administrative Circular No. 75, no compensation should be paid for the loss of the microscope and Mrs Karaivanov's personal effects. With regard to the other items, the cost price of which amounted to \$113.28, the Board felt that Mr Karaivanov should be paid one-half thereof - that is \$56.64. In accordance with the Controller's request, the Board instructed the Secretary to advise the World Health Organisation of this decision, and make the case file available to them."

Mr and Mrs Karaivanov have appealed against the decision of the Board and request reconsideration of their claim.

Re-examination of the case is based on the following points:

- (1) ~~XXXXXXXXXXXX~~ Due to the lack of facilities in the Congo Mr Karaivanov brought his own microscope in order to be able to perform his work. This has been supported by the WHO Administrative Officer.

.../...

2) Mrs Karaivanova is an internationally recruited WHO staff member. As such her claim for compensation might be considered as a separate case.

If it is agreed that the claims be considered as individual cases since both Mr and Mrs Karaivanov are staff members, then they would be entitled to the following amounts under Administrative Circular No. 75 and amendments:

<u>Mrs Karaivanova</u>	Cocktail dress and shoes	\$30.63
	Miscellaneous personal belongings	\$39.75
		<u>\$70.38</u>
<u>Mr Karaivanov</u>	Microscope and personal belongings	\$272.00

CHOWDHURY, P. K. Roy (Major - Indian Signal Unit)

As Major Chowdhury and his Company were approaching Radio Katanga at approximately 10.30 hours on 13 September 1961, in order to establish the position of the transmitting equipment, they came under heavy machine gun fire and were obliged to take cover. To defend themselves the Company was obliged to fire two rounds of 106 mortars. As a result of the back blast Major Chowdhury had his formation sign and army titles blown off. After getting into the Katanga installation he discovered his arm had been injured and that the watch was missing. The site where the mortars had been fired was searched but as the area was covered with glass and debris the watch was not found.

A Board of Inquiry was assembled on 23 November 1961 to investigate the circumstances under which the watch had been lost. The Court recommends that having full regard of the circumstances Major Chowdhury should be fully compensated for the loss of this watch. The Commanding Officer, Katanga Command, concurs with the opinion of the Court and recommends compensation in accordance with the DRUG rules.

The claim is as follows:

<u>Item</u>	<u>Date of purchase</u>	<u>Value</u>
1 watch, Rolex, Oyster	January 1961	Indian Rs 550.00

However, it was the DRUG Claims Board's opinion that military personnel taking part in actual fighting carry such personal items as wristwatches at their own risk. In reply to the Board's request for guidance on this matter, the Chief of Military Personnel made the following statement:

"The Claims Board is quite correct in its opinion. In any military operation, personnel are provided with all the necessary clothing and equipment which is considered essential for the proper conduct of each individual's task in any type of operation. If an individual wishes to supplement the issued equipment with personal items, he must also take the personal risk of damage or loss of these items, while he is in the performance of his military duties. As the DRUG policy is to not issue watches to military personnel, any claim for the loss of this item should be submitted through the unit to the National Government concerned."

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Rev. Fr. Morrissey - Irish 34th Bn, Elizabethville
Captain H. Sheridan

In April 1961, Rev. Fr. Morrissey and Captain H. Sheridan together with the Irish "C" Coy, were ordered from Kamina to Luana. As they expected to return to Kamina they left some of their belongings in their living quarters in Kamina. Instead of returning to Kamina, Captain Sheridan was moved to Elizabethville. Lt O'Neill of the same Coy who was sharing the Kamina quarters with Captain Sheridan, returned to Kamina and found that the house had been burgled during their absence. Entry was obtained by breaking the window-glass and wire meshing.

Rev. Fr Morrissey who occupied the same quarters, has made a statement to the effect that "In so far as I am aware the place where the effects were kept was raided by members of an ONUC Contingent stationed at Kamina". The theft was traced as members of the same Contingent were found wearing pioneer badges which had been removed from the quartermaster's office."

The claims are as follows:

Captain Sheridan

1. Kodak 80 M.M. (Magazine filled) Camera, bought 4 years ago at a cost of \$150.

Rev. Fr Morrissey

1 Fishing rod, 2 years old, purchased for \$4.0.0.

1 plastic coat, 4 months old, purchased for \$1.7.0.

Rev. Fr. Morrissey also claims for damage to a service cap resulting in the cap being unfit for further wear, during the move from Kamina to Luana and subsequently to Elizabethville. The cap was 5 years old and originally cost \$3.0.0d.

VENTURA, F. (Capt. Italian Air Force)

On 15 February 1962, the ONUC owned villa at 847 Avenue Ma Campagne, Parc Kambine, Leopoldville, occupied by Captain Ventura and Lt Col. Terzani, was burgled.

At the time of the burglary Captain Ventura was at Air Operations as night duty officer from 14.00 to 08.00 next morning.

The theft was discovered by Lt Col. Terzani when he came back to the villa at 22.00 hours. There is a sentry employed, but he was not on his post.

The Military Police who conducted the investigation states: "The mosquito screen had been out on Captain Ventura's bedroom and the inside window smashed. The thief had not been able to enter any of the other rooms as the bedroom door was locked. The sentry has not returned to work. He was questioned at his home and his house was searched with negative results. He stated that he had not returned to work as he was very young and was frightened to remain alone in the dark. Fingerprints were lifted from the broken glass were compared with the prints of the sentry as well as of the other occupants of the sentry's home. The results were negative.

Captain Ventura states that this is the fourth time this ONUC-provided villa was burgled and that he pointed out on several occasions to the Housing Service that he would have appreciated to be lodged within the city limits.

The claim is as follows:

<u>Article</u>	<u>Date of purchase</u>	<u>Value</u>
4 cartons of cigarettes		4.50
6 bottles of whisky (Johnnie Walker)		11.00
2 Bath towels	Sept. 1961	9.30
4 Hand towels	"	2.00
8 Undershirts	Oct. 1961	4.00
8 Sleeping drawers	"	4.00
10 Handkerchiefs	Sept. 1961	4.00
12 Pairs of socks	Sept. 1961	12.00
3 Sheets	Dec. 1961	8.00
	Carried forward	59.00

<u>Article</u>	<u>Date of purchase</u>	<u>Value</u> \$
	Brought forward	59.00
2 S swimming trunks	February 1961	18.00
1 Pair of slippers	October 1961	5.00
2 Tennis shorts	October 1961	5.00
4 Sweaters	July 1961	16.00
4 Dress shirts	July 1961	20.00
2 Khaki uniforms (trousers and shirts)	February 1962	45.00
1 Fountain pen (Sheffers)	February 1962	18.00
1 Pair of gold cufflinks with small diamond stone	July 1961	48.00
3 Smoking pipes and tobacco pouch and 5 tobacco packages	January 1962	40.00
1 Wallet with gold initials and 70,000 lire inside	July 1961	130.00
1 Gold neck chain with small medal	December 1960	24.00
2 Dress suits (civilian)	August 1961	145.00
4 Pairs of civilian trousers	December 1960	51.00
1 Leather suitcase	October 1962	48.00
1 Suitcase (Italian AF)	February 1961	32.00
1 PX Bag	February 1962	2.50
4 Pairs of shoes	October 1961	52.00
4 Ties	March 1961	15.00
1 Camera (Voigtlander) lens 1.5	May 1961	218.00
1 Movie Camera (Kynston)	December 1960	145.00
8 Camera films	February 1962	5.00
10 Movie camera films	February 1962	9.00
- Souvenirs bought in Dar es Salaam Chinese Kinnos, Silver necklace and bracelet	February 1962	195.00
1 Wristwatch Omega seamaster automatic	January 1961	195.00
	TOTAL	<u>\$1540.50</u>

TEEGAYE, T. B. (W/O Ethiopian Air Force I.O. 51443)

BAGHE, K. (Cpl Ethiopian Air Force I.O. 51503)

On 14 December 1961, the ONUS rented villa at 1908 Avenue Engels, Leopoldville, West side, occupied by W/O Tsegaye and Cpl Baghe, was burgled.

At the time of the burglary both persons were away on duty.

The Military Police who conducted the investigation states in its report: "Entry was gained by ripping off the insect screen and breaking a pane of glass of the bedroom window."

The claims are as follows:

<u>Item</u>	<u>Value</u>
<u>W/O T. B. Tsegaye</u>	
1 Wristwatch Timex	\$60. (Eth.)
1 suitcase	300 CF
1 pair trousers	750 CF
1 Jacket, coloured	800 CF
6 shirts, coloured	1800 CF
4 neck ties, coloured	220 CF
2 pairs shoes	345. (Eth.)
1 pair pyjamas	165 CF
1 Mackintosh	155 CF
1 Razor	70 CF
1 Belt	55 CF
<u>Cpl Kaesa Baghe</u>	
2 prs of shoes, 1 black, 1 brown	\$50. (Eth.)
2 Shirts	\$10. (Eth.)
3 Prs of underwear	\$32. (Eth.)
6 Prs of socks	\$12. (Eth.)

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GIBBONS, A. V. (WO/2 - Sierra Leone Contingent
ORWO I.B. 35490)

On 9 February 1962, between 02.00 and 07.00 hours, apartment 3A Leone Building, occupied by WO Gibbons, was burgled.

The Military Police Report states that "The front door to the apartment was left unlocked because one key is only available to the five men who use the flat. The back door is not locked as there are no keys for it."

WO Gibbons states that he left his wristwatch on his bedside table and that it has disappeared while he slept.

The claim is as follows:

<u>Item</u>	<u>Date of Purchase</u>	<u>Value</u>
1 Wristwatch LONGINES with white face and gold numerals	May 1961	£23.10.0

P.S. Major M. C. Hincemette, HQ Camp Condit states:

"The warrant officers of Sierra Leone requested to be quartered with their officer during their stay of approximately 15 days, rather than be quartered in Camp N'daliema as would be the normal procedure for their rank. This was due both to their duties and lack of transportation. The non-availability of keys as stated is the case."

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CRUZ FARRACH, P. (Welfare Officer, Elizabethtown)

On 15 September 1961, Mr Cruz Farrach lost some of his personal belongings. Due to the prevailing military situation, he was in no position to go back to his temporary residence "Les Roches", to pack his belongings.

When the cease-fire was in effect, Mr Cruz Farrach returned to "Les Roches" to look for his personal belongings. None of them could be found recovered.

Mr Cruz Farrach states that this loss was verbally reported to Mr O'Brien and also to Mr Grindall when the latter returned to Elizabethtown. Mr Grindall confirms this statement.

Mr Cruz Farrach is only claiming for his 3 tailored suits, even though he lost various other belongings (shirts, socks, cufflinks etc.).

The claim is as follows:

<u>Item</u>	<u>Date of Purchase</u>	<u>Value</u>
		\$
2 custom tailored suits at \$135 each	December 1960	270
1 Summer suit	August 1961	85
		<hr/>
		\$355
		<hr/>

Mr Cruz Farrach is requesting compensation in US \$ as it is impossible to replace these items locally.

Cpl Javarone, D. (Italian Red Cross - GHUC Hospital,
Elizabethville, I.C. 16105)
and Mrs Javarone-Bertasso (I.C. Civil No. 5)

On 3 December 1961 Cpl and Mrs Javarone had to evacuate their house at 842 Avenue Le Plac, Elizabethville, due to the fighting. They locked most of their belongings in a small fairly secure room in the house.

Mrs Javarone-Bertasso is a locally recruited staff member in Elizabethville. She got married to Cpl Javarone in July 1961. They rented the above-mentioned house as from 1 September 1961 and furnished it completely.

During the December events in Elizabethville, they lost the most of their personal effects, household equipment and furnishings.

On 17 December 1961, Lt Col S. Hjerkin, AGMED HQ KAT COMMAND, accompanied Cpl Javarone to his house. Lt Col Hjerkin states: "The villa had due to acts of war got damaged, and as the window of the backdoor had been broken the villa probable had been examined but had obviously not been looted. At that time the area was occupied by the Gurkhas."

After the cease-fire Cpl Javarone returned to his house. This time he found the door of the room where the belongings were stored forced open and the burglar proof window broken. Most of the belongings were missing or damaged beyond repair. The greater part was new, as Cpl Javarone had been married in July 1961.

The claim is as follows:

<u>Item</u>	<u>K.frs.</u>	<u>Purchase Price</u> <u>S.A.R.</u>
Kitchen material	9,800	
Glasses, cutlery, trays etc.	28,200	
Furniture	22,200	
Various jewelry trinkets	3,500	
Wall clock, various knick-knacks, paintings, etc.	37,000	
Trousseau linen (bed, and tablecloths)		460. 0. 0.
1 Blanket	2,500	
25 m Fancy Voile curtaining material	2,000	
Classical books bound in leather (Shakespeare's complete works, etc.)		150. 0. 0.
Encyclopedia Britannica (12 vol.)		150. 0. 0.

Signature of the claimant

.../...

Spl Javarone - personal effects

<u>Item</u>	<u>Purchase Price</u>	
	<u>K.frs</u>	<u>It. Lire</u>
3 leather suitcases	6,000	
1 radiogram Grundig	12,000	
3 woollen suits		90,000
1 overcoat "Samal"		45,000
7 poplin shirts		39,000
5 pairs of shoes		40,000
3 prs of trousers		21,000
Raincoat		13,000
"Facis" suit		22,000
Smoking jacket		45,000
Personal underwear		30,000
Totals	K.frs 18,000	336,000 It. Lire

Mrs Javarone - personal effects

	<u>K.frs</u>	<u>S.A. &</u>
1 green woollen suit		15. 0. 0.
1 beige woollen coat		20. 0. 0.
1 silk evening coat		18. 0. 0.
1 Green and black woollen suit		13. 0. 0.
1 black silk evening coat		15. 0. 0.
1 mohair suit		13. 0. 0.
1 suede coat		50. 0. 0.
1 suede jacket		30. 0. 0.
1 mauve evening coat		15. 0. 0.
1 pr white satin shoes		4.10. 0.
1 pr black leather shoes		7. 0. 0.
1 pr brown leather shoes		8. 0. 0.
1 pr brown suede shoes		12. 0. 0.
Personal underwear	10,000	
Polylene skirt	1,200	
1 Woollen suit "Pierani"	2,500	
1 blue satin evening dress	5,000	
1 double face raincoat	3,500	
Totals	K.frs 22,200	S.A. 220. 10. 0.

HAUTIAL, A.P. (Subedar, Military Operations,
I.C. 49099 - Indian)
BASANT, Lal (Jem, Medical Section, I.C. 49096, Indian)
AIWANI, S.M. (Jem - Logistics, I.C. 49099, Indian)
HARSHU, Singh (Subedar, Camp Comm. Office, I.C. 47995,
Indian)
SIVOM, V. S. (Jem - Movement Control, I.C. 47998, Indian)

During the night 2/3 February 1962, the GMSU-rented villa at 271 Av. Josephine Charlotte, Leopoldville, occupied by the above-mentioned members of the Indian Contingent, was burgled.

At the time of the burglary all five occupants of the villa were asleep.

The Military Police report states: "Entry was gained by ripping the insect screen of one of the windows of Sub. Hautial's bedroom. The window was left open for aeration purpose." Once inside the thief left by unlocking the back door from the inside. Clothes were found strewn about the backyard.

All the rooms of the villa were visited by the burglar. The most of the articles were kept in cupboards in the respective bedrooms. The cupboards, however, have no locks. The wallet of Jem Basant Lal which was left under his pillow was also taken. A locked steel trunk belonging to Jem Sivom was taken from his room and forced open outside the villa.

All doors and windows of the villa were secured, with the exception of that in Subedar Hautial's room. The latter states: "As I did not have cooler facilities in the room and that the night of 2/3 February was somewhat hotter than other nights in the past, I kept the two windows of the room opened."

The claims are as follows:

Sub. A. P. Hautial

<u>Item</u>	<u>Date of Purchase</u>	<u>Purchase Price US\$</u>
One portable toilet mirror	Dec. 61	00.50
One half-used bottle of hair lotion		00.50
	Total	1.00

Plus

Cash 4,300 C.Fr

Basant
Jan Kwant Lall

<u>Item</u>	<u>Purchase Date</u>	<u>Purchase Price</u>
1 Olive necktie	August 1961	100 C.frs
1 Swan fountain pen	1959	200 C.frs
1 x 3 cell Torch	December 1961	70 C.frs
		<u>370 C.frs</u>

Plus

Cash value of 2,000 C.frs (in various denomination denominations)

Jan G. H. Ajwani

<u>Item</u>	<u>Purchase Date</u>	<u>Purchase Price</u>
Purse containing GP 4,200 and Indian Rs 25.00RP	-	-

Sub. Harahan Singh

<u>Item</u>	<u>Purchase Date</u>	<u>Purchase Price</u>
Cash 1,000 C.frs	-	-

<u>Item</u>	<u>Purchase Date</u>	<u>Purchase Price</u>
2 prs sharkskin trousers	1959	838
3 shirts	1962	77.00
1 Omega watch	1961	10.00
6 neckties	2 in 1960)	44.30
	2 in 1961)	
	2 in 1962)	6.33
Bag	1962	2.10
French Book	1961	1.60
Various items	1961/1962	2.00
	Total	<u>143.53</u>
<u>Plus Cash</u>		<u>US\$ 4.00 and 3,000 C.frs</u>

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SECHAMP, R. (Capt - Canadian, HQ Signal Staff)

On 25 February 1962, between 0200 and 0400 hours Captain Sechamp's room at No. 6-3, Lesee Building, Léopoldville was burgled. He arrived in the Congo the day before. Four persons were living in that apartment and only one key was available. Two of the occupants came to the apartment earlier and the door was left unlocked so that the other occupants would be able to enter.

The HQ Commandant confirms this statement and specifies that Captain Sechamp on arrival was required to sleep in the living-room of this apartment due to non-availability of other quarters.

Captain Sechamp states that he returned to the apartment at 02.00. He hung his trousers on a chair near his bed in the living room. As the other officers had not yet returned, he had left the door to the apartment unlocked. At 04.00 hrs the two officers returned and locked the apartment door. They did not notice that a theft occurred. At 06.00 hrs Captain Sechamp awoke and noticed that his trousers were no longer on the chair. Since he was quite tired he had heard nothing.

The Military Police conducted the investigation with negative results.

The claim is as follows:

<u>Items</u>	<u>Date of Purchase</u>	<u>Purchase Price</u>
		US\$
1 pr trousers	February 1962	19.00
1 leather belt	November 1961	9.00
Wallet and document holder	January 1961	2.00
	<u>Total</u>	<u>\$ 29.00</u>
<u>Plus Cash</u>	<u>\$40.00 and 700 C.fra</u>	

ARCONI, Mario (Sgt - Italian, ONGU Hospital, Elisabethville)
PATRIZIO, G. (Pte - Italian, ONGU Hospital, Elisabethville)

On 18 September 1961, the Red Cross Depot, Avenue Industrielle, Elisabethville, was taken over by the Katangese Gendarmerie and the men who were on duty there taken prisoners. Amongst them were Sgt. Arconi and Pte Patrizio.

Capt G. Cipolat, Director of the Italian Red Cross Hospital, gives the following statement: The men were detained from 18.9.61 to 15.10.61, by the Katangese Gendarmerie. No official inspection was carried out at the time, but when it was possible to go there after the cease-fire it was found that the whole place was pillaged including the soldiers' quarters. It was impossible to recover any of the personal effects.

The claims are as follows:

<u>Sgt Mario Arconi</u>	<u>Item</u>	<u>Date of purchase</u>	<u>Value</u> K.frs
	1 lightweight suit	1961	4,800
	1 movie camera Paillard 8 mm.	1961	13,850
	1 Philips electric razor	1961	900
	1 National transistor radio	1961	3,700
	1 pr black shoes	1961	850
	2 white shirts	1961	700
	6 handkerchiefs	1961	120
	3 vests	1961	240
	3 prs. cotton drawers	1961	210
	6 prs socks	1961	240
	1 travelling bag	1961	850
		<u>Total K.frs</u>	<u>26,540</u>

<u>Pte G. Patrizio</u>	<u>Item</u>	<u>Date of Purchase</u>	<u>Value</u> K.frs
	1 lightweight suit	All items were purchased in June, July and August 1961	4,200
	2 white shirts		650
	2 cravates		320
	1 pr shoes		850
	1 pr pyjamas		250
	1 pocket-book		620
	5 pairs socks		600
	1 cigarette-case		350
	1 electric-razor (Remington)		2,200
	1 Recorder Grundig		4,800
	2 pr gold cuff-links		580
	3 bath towels		120
		<u>Total K.frs.</u>	<u>13,570</u>

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BATTISTELLI, Sergio (Cpl Mjr, OHHC Hospital,
Elizabethville, I.C. 16440)

During the December 1961 events in Katanga the house of Cpl Mjr Battistelli at 1512 Avenue Churchill, Elizabethville, was occupied by the Katangese Gendarmerie from 3 to 16 December.

Cpl Mjr Battistelli could not return to his house during this period. When he returned on 16 December the most of his personal effects were stolen from his house.

Capt G. Gyselot, Director of the Italian Red Cross Hospital, has recommended the claim be approved.

The claim is as follows:

<u>Item</u>	<u>Date of Purchase</u>	<u>Value</u> Ital. Lir
1 grey waterproof "Gaezer"	1961	30,000
1 grey woollen suit "Galles"	"	45,000
1 brown cotton suit "Pavia"	"	32,000
1 pr black shoes "Olympic"	"	8,000
1 pr brown shoes "Tradate"	"	7,500
2 woollen pullovers "Vitty"	"	16,000
2 silk shirts	"	10,000
2 nylon shirts "Rhodia"	"	8,000
4 silk cravates	"	6,000
10 prs cotton pants	"	25,000
10 cotton singlets	"	4,500
12 prs cotton socks	"	3,500
2 bath towels	"	1,400
1 fountain pen "Aurora 88"	"	8,000
1 leather travelling bag	"	12,000
1 Nylon fibre travelling bag.	"	7,000
1 leather shaving set	"	6,000
1 Crocodile wallet	"	4,000
1 Crocodile note case	"	6,000
1 radio 8 transistors "Philips"	"	62,000
1 electric razor "Sunbeam"	"	18,000
		<hr/>
	Total (It. lire)	300,000
		<hr/>

276

On 12 March 1962 at about 23.00 hours the ONUC-rented house at 14 route de Binza, Concession Wery, Parc Hembaire, Leopoldville, occupied by Mr and Mrs Esteve, was burgled.

At the time of the burglary Mr and Mrs Esteve were asleep in their bedroom.

The ONUC Security Section conducted the investigation and state in its report:

"The theft was committed from an annex on the rear side of the house. This annex consists of one room which is used as laundry room. The room has no windows, but the upper part of the walls - about 1.50 m from the ground - consist of heavy screening. Entry was gained by cutting this screen."

The stolen belongings were all taken from the laundry. The thief was unable to proceed to another room as the laundry door was locked.

Mr Esteve stated that there are three watchmen. When questioned they denied having heard or seen anything. The watchman further stated that the theft must have been committed during the change of the guard around 23.30 hours.

The claim is as follows:

<u>Item</u>	<u>Date of Purchase</u>	<u>Value</u>
3 white long-sleeved shirts at 7.90 each (Men's)	Nov. 1961	23.70
1 summer suit, brown/Green (Men's)	Feb. 1961	35.00
2 bed sheets and pillowslips at \$7.10 each	Nov. 1961	14.20
3 Big Bathsheets at \$2.99 each	March 1961	8.97
6 white handkerchiefs (Men's) at \$0.70 each	Feb. and Nov. 1961	4.20
3 Underpants (Men's) at \$1.25 each	Nov. 1961	3.75
2 undershirts at \$1.21 each	Feb. 1961	2.42
4 pairs of socks at 0.875	Feb. 1961	3.50
1 pair men's pyjamas red/white	Nov. 1961	5.20
1 white/orange Women's blouse	Nov. 1961	7.00
1 Women's nightdress	Nov. 1961	7.40
White, embroidered with green	Total	<u>\$117.99</u>

277

MAEFADYEN, G. R. (Captain - 57 Canadian Signal Unit)

During the night of 8/9 March 1962, the room of Captain MacFadyen at the Canadian Contingent Officers' Quarters, at 326 Avenue Rodding, Léopoldville, was burgled.

At the time of the burglary Captain MacFadyen was not in the villa. He discovered the theft at about 04.15 hours when he returned to his quarters.

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The Military Police conducted the investigation and states in its report: "Entry was gained by placing a ladder against the bathroom window sill and cutting the screen on the bathroom window enabling the thief to unlock the window-frame from the inside. The bathroom window has neither an inside or outside glass window, just a screen. Captain MacFadyen's room is completely secure from entry except for the bathroom window."

The claim is as follows:

<u>Item</u>	<u>Date of Purchase</u>	<u>Value</u> US\$
1 Brown suit	October 1961	75.00
1 black suit	June 1961	60.00
1 grey flannel suit	April 1961	75.00
1 grey sports jacket	"	30.00
3 prs slacks	October 1960	35.00
6 white shirts	April - Aug. 1961	30.00
3 Sports shirts	April '61 - Jan. '62	30.00
10 neckties	Oct. '60 - Oct. '61	15.00
5 prs socks	June '61 - Oct. '61	7.50
2 prs Shoes	April '61 - Oct. '61	25.00
7 prs. undershorts	January 1962	10.50
3 Khaki Nylon shirts	1 new, 2 in January 1962	18.00
4 Sports shirts (pale type)	Dec. '60 - Feb. '62	15.00
6 prs pyjamas	November 1961	30.00
1 Dressing gown	June 1961	20.00
Bathroom sundries	March 1962	8.00
6 Bath towels	new	9.00
6 hand towels	new	6.00
2 Zipper handbags	new	8.00
1 Gillette razor	new	1.95
1 gold signet ring	1957	28.00
6 prs of cufflinks	1956 - Jan. 1962	40.00
1 parker 51 pen	Nov. 1961	10.00
1 desk writing set	new	15.00
2 bracelets	new	20.00
1 Batens Cigarette lighter	new	15.00
2 Zipper lighters	Oct. - Dec. '61	5.00
plus approx.	Total	<u>8641.95</u>
2,200 C.Frs cash		

278

WITTHANE, T. P. (Major - Ceylon)

I.C. 42370

On 16 April 1962, at about 04.30 hours, the GHSC-rented villa at 126 Boulevard Albert, Leopoldville, occupied by Major Withane, was burgled.

Major Withane is the only occupant of the villa and was awoken by the noise made by the thieves outside his bedroom window. He did not see anybody but heard running footsteps.

He immediately phoned the Military Police who conducted the investigation. The Police Report states: "Entrance was gained through the front door, by opening the unlocked screen door, breaking a window pane on the door and reaching inside unlocking the door with the key which had been left inserted in the door."

The claim is as follows:

<u>Item</u>	<u>Date of purchase</u>	<u>Value</u>
1 Electric Iron	November 1961	\$ 15

279

HAAROF, Bin Hussein (S/O.II - 7th Royal Malayan Bn)
I.C. 61705

On 16 April 1962 at about 01.55 hrs the room occupied by S/O Haarof at the Malayan house, Avenue Léo II, Léopoldville, was burgled.

At the time of the burglary S/O Haarof was asleep in his room and heard nothing.

The Military Police who conducted the investigation, state in their report: "Entry to this building is very easy as the door is never locked because it is a Transit Centre for Malaysians. The bedroom of S/O Haarof cannot be locked as there is no key."

The claim is as follows:

<u>Item:</u>	1 watch	<u>Date of purchase:</u>	10 February 1962	<u>Value</u>	\$13.00
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280

OLSON, Bengt (Lt - Swedish Bn XIV K)
ALTBERG, Olle (Pte - Swedish Bn XIV K)

On 27 December 1961, Lt Olson and Pte Altberg were taken prisoner by the Katangese gendarmerie in Elisabethville. As a result they lost some of their belongings.

The legal officer of Swed. Bn XIV K supports this statement.

The claims are as follows:

Lieutenant Bengt Olson, Hörstrandsgatan 8, Stockholm Va, Sweden

1 Kodak Retina with accessories	approx.	\$ 100.00
1 Wristwatch type Revue Sport	"	\$ 50.00
Total		<u>\$ 150.00</u>

Private Olle Altberg, Frihetstvägen 16, Jakobsberg, Sweden

1 Parker 61)	
1 identification bracelet)		approx. \$7.00

HEDSTRÖM, Håkan (w/O.2 - Sweden, I.O. 8645)
(UN Engineer Bn - Sw. Techn. Group)

On 19 September 1961, the Kamina Base Commander gave the order that Kilubi (Katanga) should be evacuated and all U.N. personnel moved to Kamina Base. The evacuation was carried out by helicopter within one night and only a minimum of personal equipment was allowed to each person. Amongst these evacuated persons was w/O.2 Hedström who had to abandon some of his personal belongings.

This evacuation order is confirmed by the Commander Engineer Bn, Kamina Base.

The Base Provost Marshal, Kamina Base, states: "As UN personnel is not allowed to go to Kilubi, investigation of the above mentioned case cannot be carried out. The property must be assumed lost."

The claim is as follows:

<u>Item</u>	<u>Date of Purchase</u>	<u>Value in C.frs</u>	<u>Value in Sw.Kron. Gr</u>
1 pair of shorts		160	
1 pr of trousers (as per bill supplied)		110	
1 pr of shorts (" " " ")		75	
1 sunhelmet (as per bill supplied)		240	
1 hat " " " "		100	
Underwear (2)		200	
1 Moviecamera 'Grown'		3,000	
15 Katanga crosses		1,000	
3 bows		210	
Arrows (7)		70	
1 wooden mask		100	
1 Nylon shirt (Aldon Club)			54
2 Ties			16
Books and dictionaries in French, German, English and Italian (8)			60
1 Bag			20
5 Brushes			20
1 pair of trousers			60
2 pairs of nylon socks			10
Stationary			10
Food and spices			30
Glass and chinaware			50
<u>Total</u>		<u>5,265 C.frs</u>	<u>330 Sw. Gr.</u>

GUSTAD, Enut (Sgt EME, Norwegian)
(I.O. 97511)

On 28 March 1962 the ONUC-rented house at Parcelle 771, Quartier St Louis, Luluabourg, occupied by Sgt Gustad, was burgled. At the time of the burglary nobody was in the house.

The police report of the Nigerian Brigade, Luluabourg states that entrance was obtained by breaking the back window in the bedroom.

Sgt Gustad states that the stolen items were in an open suitcase lying on a bed.

The claim is as follows:

<u>Item</u>	<u>Date of purchase</u>	<u>Purchase price</u> \$
1 pair shoes	January 1962	15.50
1 gold ring (school ring)	July 1958	25.00
1 pair socks	January 1962	2.00
1 shirt green	"	5.00
1 white nylon short	December 1961	9.50
1 pair of terylene trousers	"	15.50
1 ball point pen	"	1.50
1 pocket book	July, 1961	3.50
		<u>87.50</u>
plus -		
Cash \$ 20.00		
9,950 C.fra		

283

MELESSE, G. M. (Captain - Ethiopian, I.C. 39300)

On 16 March 1962, at about 21.00 hours, the quarters of Captain Melesse at the ONUC (Sabena) Guest House, Stanleyville, were burgled.

At the time of the burglary Captain Melesse was in the Officers Mess for dinner.

The Ethiopian Military Police conducted the investigation and state in their report, that entrance was obtained by breaking a window.

All the stolen items were in a locked suitcase. The suitcase was found the next morning in the garden of the Guesthouse, but it had been cut open and emptied.

The claim is as follows:

<u>Item</u>	<u>Purchase Price in</u> <u>US \$</u>
Alarm watch	4.40
3m. summer dress cloth	23.00
6 metres woollen cloth	80.00
1 Bedcover	16.00
4 civilian shirts	25.20
1 pullover	18.00
2 lady's watches	84.00
1 VAI Machine-gun	100.00
	<u>\$355.60</u>
<u>PLUS</u>	
5,600 C.frs in Cash	

LIND, A. (Major, Swedish - I.O. 23265)
TAMM, R. (Lt, Swedish - I.O. 42960)

284

On 22 April 1962, between 03.00 and 07.30 hrs the ONUC-rented villa at 193, Chemin des Dames, Parc Hombise, Léopoldville, occupied by Major Lind and Lt Tamm, was burgled.

At the time of the burglary the occupants of the villa were asleep in their rooms.

The ONUC Military Police conducted the investigation. Their report states that it must be assumed that entry was gained through the kitchen door by the use of a key or a lock pick. They also state that a number of keys had been lost in the past few months by former occupants of the villa and that the front door key would unlock the kitchen door. When fitting the key from the front door into the kitchen door it was found that the kitchen door lock was very stiff as if it had been tampered with. It is felt that someone, possibly the ex-gardener, either stole or found a key to the back door.

The claims are as follows:

Major A. Lind

<u>Item</u>	<u>Date of Purchase</u>	<u>Purchase Price in \$</u>
Omega Watch (PX)	February 1962	50
Alarm Clock	December 1961	15
Camera Optima II (PX)	December 1961	50
EL Pick-up	February 1962	110
Parker G1 pen	November 1961	10
Wallet	August 1961	10
Radio Shaab-Lorentz (PROPERTY OF SWEDISH GOVERNMENT)	October 1961	125
Sunglass Spectacles	March 1962	10
		<u>\$330</u>

PLUS

Cash: \$150 and 8,000 C.frs

Lt Robert Tamm

<u>Item</u>	<u>Date of Purchase</u>	<u>Purchase Price in \$</u>
Zeiss Ikon Tenax camera	15.10.61	125
Omega Watch	15.3.60	60
Nylon raincoat	10.10.60	20
Braun radio (PX)	1.10.60	40
Ray-Ban sunglasses (PX)	15.1.62	8
Brown leather wallet	May 1961	7
Blue cloth bag (PX)	March 1962	3
		<u>\$263</u>

PLUS

Cash: \$210 and 9,500 C.frs

285

SKAALMO, L. O. (Lt, C.O. Hel. Det. E'ville)

On 9 May 1962, room no. 33 at the Sabona Guesthouse, Elisabethville (ONUC-rented), occupied by Lt Skaalmo, was burgled.

Due to the non-availability of an investigation team, the Claims Officer performed the investigation. He states: "The existing condition of insecurity in Sabona's Guest House has made a positive enquiry impossible. The only findings that we were able to establish is that any door can be opened with one key (master key). The pants and the bottle of whisky were kept in a drawer which had no key." Wardrobes in the Guest House cannot be locked as there are no keys.

The claim is as follows:

1 pair of pants 960 C.frs

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OUANANE, H. (ICAO - I.C. 3187)

On 18 March 1962 between 19.00 and 19.30 hours, the house at rue des Gouverneurs Koeller, Stanleyville, occupied by Mr Ouamane, was burgled.

At the time of the burglary the claimant was at the cinema.

The Congolese Police conducted the investigation. Their report states that entrance was gained by ~~xxxxx~~ lifting out a window pane and forcing open a cupboard in Mr Ouamane's bedroom, where most of the missing articles were kept.

The claim is as follows:

<u>Item</u>	<u>Date of purchase</u>	<u>Purchase price in \$</u>
2 suits	December 1961	130
2 pairs of trousers	"	36
3 ties	"	15
3 prs underpants and 3 towels	"	8
4 shirts	"	28
2 bed blankets	"	12
1 raincoat	October 1960	28
2 prs of shoes	1 pr Spring 1961, 1 pr Nov. 1961	20
2 prs pyjamas		14
1 plastic briefcase		10
2 dictionaries	October 1961	20
Documents and books for study and work		100
one pr spectacles	August 1961	28
1 alarm watch	December 1961	10
1 Parker fountain pen	January 1962	10
1 Case containing toilet articles	December 1961	10
1 suitcase	"	25
Ivory souvenirs		60
2 snake skins		30
		<u>664</u>

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URQUHART, Brian

On 23 November 1962 a dinner party was given in honour of Senator Dadd in Elizabethville. Shortly after his arrival at the dinner party, Mr Urquhart, who at the time was acting Civilian Affairs Officer, was taken from the room by Katangese gendarmes, beaten with rifle butts and taken into custody. He was not released until after midnight and had to be hospitalized.

Due to these events, Mr Urquhart submits the following claims:

<u>Item</u>	<u>Value</u>
	8
one suit	70
one tie	5
one shirt	6
one watch	60
	<u>\$141</u>

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ONUC
LEOPOLDVILLE

ONUC CLAIMS BOARD
Minutes of 30th Meeting
15 May 1962

PRESENT:

Mr C. C. Timbrell, Deputy Chief Administrative Officer,
Chairman
Captain S. P. Jamieson, Assistant Provost Marshal
Lt-Col B. Lindeblad, Judge Advocate General
Mr A. Lindner, Deputy Chief Auditor
Mr D. B. H. Vickers, Special Legal Adviser (New York)
Mr B. Halbert, Secretary, Claims Board

The meeting convened at 10.00 a.m. in Room 610, Royal.

The Board examined 27 cases and made the following recommendations:

Case No. 005. Rev.I. Plantations Lever au Congo

At its 2nd meeting on 24 February 1961, the Board reviewed a claim from Plantations Lever for (a) rent of three apartments - 6, 7 and 8 - and a villa - no. 76 - in Avenue Eugène Henry at a monthly rate of 4,000 C.frs per month for each apartment and 7,000 C.frs for the house, (b) one villa no. 20 in Avenue Crespel at a monthly rate of 6,000 C.frs, (c) a villa, "Villa Vittta", in Avenue Lambermont in the amount of 39,200 C.frs.

It was alleged that the apartments and villas, (a) and (b) above, were occupied by Ghanaian troops for varying periods between 8 August and September 1960, and the villa, (c) above, was occupied by Ghanaian troops from August to November 1960.

Recently Plantations Lever also submitted a claim for 135,674 C.frs in respect of damage to the buildings (and furnishings) mentioned above.

A Working Committee composed of the Chairman and Secretary of the ONUC Claims Board; Chief, Internal Audit Service; and Chief, Accommodation Section, examined the various components of the claim and agreed it be settled by payment of 125,000 C.frs to Plantations Lever, which was accepted by the latter.

C.frs 125,000 was paid to Lever Plantations on 16 May 1962 as per ONUC payment voucher no. 5/842, dated 16 May 1962.

Case No. 0010, Rev. 1. Remorques R.A.Y.-CONGO

The case was examined by the Board at its 16th meeting on 8 August 1961. Remorques R.A.Y.-Congo maintained that ONUC military personnel, Ghanaian and then Sudanese, occupied the villa at 39 rue des Tropiques, Parc Yclo, Limeté, without consent and damaged and removed furnishings and fixtures. The claim amounted to 133,890 C.frs of which 30,000 C.frs was for rent which Remorques R.A.Y.-Congo had paid to the owners of the building in June 1960, and 103,890 C.frs for missing furniture and fixtures. At that time it was recommended that the claim be settled for 60,000 C.frs.

Remorques R.A.Y.-Congo rejected the proposed settlement. The Company maintained that the 30,000 C.frs which ONUC had allowed for damaged and missing furniture and fixtures did not meet the value of the items.

The case was re-discussed with Remorques R.A.Y.-Congo in March 1962. As a result of these negotiations, a compromise was reached. ONUC agreed to compensate Remorques R.A.Y.-Congo as follows:

50,000 C.frs for missing and damaged furnishings
35,000 C.frs for 3 months rent (building and furnishings)
<hr/>
85,000 C.frs
<hr/>

Case No. 0051, Rev.I. Interfina

The Board examined this claim at its 16th meeting on 18 August 1961. The claim presented by Interfina was in respect of unauthorized occupancy by Ghanaian personnel of the following villas in Léopoldville: No. 8 Ave Baron Wahis, No. 15 Ave Hauzeur, No. 98 Ave Fuchs. The total claim was as follows:

Rent	84,000 C.frs
Water and	
Electricity	<u>25,115 C.frs</u>
	109,115 C.frs
	<hr/>

At that time the Board recommended that ONUC pay 10,000 C.frs for the use and occupancy of the villa at Ave Baron Wahis. The claims in respect of the other villas were disallowed. Interfina rejected the proposed settlement.

At a meeting held on 6 March 1962, Interfina's representative agreed to drop the claim for rent on the condition that ONUC compensate the company for damage done to the flooring of the three premises. As a result of the negotiation with Interfina, ONUC agreed to settle the claim for 35,000 C.frs (25,000 C.frs for electricity charges and 10,000 C.frs for damages to flooring).

Case No. 0072. Rev. I. Nouvelle Société Coleten, Lovanium University

The case was examined by the Board at its 26th meeting on 15 December 1961.

The Committee on Contracts, Headquarters, New York, informed ONUC in Administrative Report No. 60, item 10, dated 21 May 1962, that information provided on the Coleten claim for work stoppage at Lovanium University had been approved.

All documents relating to the claim were passed to the Deputy Chief Administrative Officer on 29 May 1962 for on-forwarding to the Finance Officer in order to effect payment to Coleten. As agreed by the Chief Administrative Officer in reply to a memorandum dated 24 July 1961 from the Accommodation Officer, arrangements were made to pay 459,222 C.frs to Lovanium University which has agreed to settle with Coleten as indicated below:

Wages and payroll taxes (Congolese workers)	274,653 C.frs
Salaries (non-Congolese workers)	57,000 C.frs
Equipment out of use	23,187 C.frs
Overhead expenses	<u>104,382 C.frs</u>
	<u>459,222 C.frs</u>

Case No. 198, Rev.I. Mr F. Reinhard, I.T.U.

The case was reviewed by the Board at its 26th meeting on 15 December 1961.

Mr Reinhard claimed \$62.09 for personal effects, \$98.83 for a camera and \$73.25 for a wristwatch. He was awarded 75% of the value of his clothing (\$46.56) and \$50 for the camera in accordance with the maximum compensation allowed under Administrative Circular No. 75, amendment 2. Mr Reinhard did not receive any compensation for his watch as the Board felt that the claimant's statement that the watch must have fallen off his wrist while he was moving a bottle of compressed air, did not present sufficient grounds for a claim for this item.

Mr Reinhard subsequently wrote to the Chief of Personnel of ITU requesting reimbursement of the full value of his personal effects due to the circumstances under which they were lost. A letter from the Chief of Personnel, ITU, to the Special Adviser to the Secretary General on Congo Affairs, requested that consideration be given to compensating Mr Reinhard for the full value of his effects. The Chief Administrative Officer, ONUC, asked that the case be re-examined by the Board.

The Board examined the claimant's statement of 12 October 1961 regarding the loss of his wristwatch. It was agreed that the original decision to disallow compensation for the watch must be maintained. The Board felt that the circumstances under which Mr Reinhard presumes to have lost this personal item, valued at 425 Sw.frs, did not demonstrate that he had exercised sufficient care to safeguard his watch.

The Board also discussed the request for full compensation of the value of the other personal effects lost by Mr Reinhard. It was agreed that no change could be made in the present policy of reimbursement of 75% of the value of clothing lost under circumstances such as have been brought out in this case.

The Board further agreed that no change could be made in the maximum compensation set out in Administrative Circular No. 75, amendment 2, for a camera.

It was therefore felt that no change could be made in the amount of compensation originally recommended in this case.

Case No. 204. T/Sgt A. Gashaw, I/C 51460 and T/Sgt B. Enshaw, I/C 51458: Ethiopian Air Force.

At approximately 19.30 hours on 28 October 1961, the quarters occupied by T/Sgt Gashaw and T/Sgt Enshaw at 1877 Avenue General Engels, were broken into and a number of personal effects stolen. The villa was empty at the time of the burglary. However, there were Ethiopian personnel on guard in the immediate area. The Military Police investigation revealed that entry was gained by forcing open the locked French doors. The safety latches on the doors were found to be slightly bent. Among the stolen items was one brown leather MB bag belonging to T/Sgt Gashaw. The bag contained 67 rounds of .45 calibre ammunition. The Nigerian C.I.D. recovered 25 rounds of the ammunition from children who had found them near Camp Chanic. No information was obtained regarding the thief. The claims are as follows:

T/Sgt Gashaw: Civilian clothing and miscellaneous
personal effects valued at 3,300 C.frs

T/Sgt Enshaw: Civilian clothing and miscellaneous
personal effects valued at 2,608 C.frs

The Board recommended that the claimants be compensated for their losses in accordance with the provisions of Administrative Circular No. 75 and amendments. Accordingly it was agreed that T/Sgt Gashaw should be paid 1,650 C.frs and T/Sgt Enshaw 1,304 C.frs.

Case No. 208. Chief W/O Olaf Hansen, I.C. 000639 (Danish C-54 Unit)

Between 21.00 hours on 11 October and 04.00 hours on 12 October 1961, room no. 21, Lesse Building, occupied by Chief W/O Hansen and Chief W/O H. Bang, was burgled. The trousers of both occupants were taken from their room. These were found on the staircase of the first floor. Chief W/O Hansen lost 4,800 C.frs and \$20. Chief W/O Bang had left nothing in his pockets.

W/O Bang states that he had turned the key in the lock but it is possible that the lock did not engage properly. Both persons claim that on previous occasions they had difficulty in securing the door since the lock did not function properly. The Military Police stated that a recommendation had been made previously to control persons entering the building.

The Board noted that numerous problems had been experienced and were continuing to be experienced with locks on apartment doors in the Lesse building. It was also noted that a key-cutting machine had been ordered in order to provide means of locking on apartment and bedroom doors in the building.

The Board recommended that W/O Hansen be compensated 3,200 C.frs for his loss, as provided by Administrative Circular No. 75.

Case No. 218, Rev.I. Lt Col N. N. Madan (Chief of Logistics)

This case was presented to the Board at its 28th Meeting on 12 March 1962. In reviewing the case, the Board noted from the Military Police report that: (a) the apartment has two entrances and neither had been forced open, (b) the orderly's possessions as well as the residence of the houseboy were searched, with negative results, (c) it would appear that the radio was stolen while Lt Col Madan was taking his nap.

The claim is for 1 Zenith Transistor Radio, Model 1000-D (second-hand) \$187.00.

The Board agreed that as the claimant had not locked the door of his quarters at the time that the radio is reported to have been stolen the claim could not be admitted.

Lt Col Madan subsequently requested the Board to reconsider its decision. He felt that the case should be reviewed by the Board as he was not having a "nap" at the time of the theft. He stated that the door, however, was certainly not locked but was definitely closed as he was in the premises and quite wide awake.

The Board re-examined the case and agreed that Lt Col Madan had not taken sufficient precaution to prevent the loss of his radio. It was felt that Lt Col Madan should have locked his front door, in view of the fact that he intended to retire to a different part of his apartment and also due to the fact that it was evening.

Case No. 221. 1/Lt Ahlstrom, I.C. 37127 and 1/Lt N. G. B. Lindwall, I.C. 47986 (Swedish Technical Group)

During the night of 20/21 October 1961, apartment 56 of the Lesse Building, occupied by 1/Lt Ahlstrom and 1/Lt Lindwall, was entered and early on the morning of 21 October the claimants discovered that money had been taken from the pockets of their clothing. The building was searched but no-one was found who could have committed the robbery. The claims are as follows:

1/Lt Ahlstrom: Cash 2,000 C.frs and \$1

1/Lt Lindwall: Cash 4,000 K.frs and 1,000 C.frs
1 pr of optically corrected sunglasses \$35

The Board noted that the claimants had not been able to lock their apartment as no keys were available. It recommended that the claimants receive the following amounts in accordance with the provisions of Administrative Circular No. 75:

1/Lt Ahlstrom: 2,064 C.frs

1/Lt Lindwall: 3,200 C.frs

The Board noted that Lt Lindwall was entitled to have his optically corrected sunglasses replaced by the ONUC Military Medical Section, inasmuch as he was not responsible for their loss.

Case No. 222. Captain G. M. Willard (EME Section - I.C. 46386) and W/O.2 H. E. Nordhal (Swedish Engineer Bn - I.C. 37133)

During the night of 8/9 December 1961 the apartment of Captain Willard and W/O.2 Nordhal in the Lesse Building was burgled. The Military Police report states that the apartment could not be locked as there is no key available. In both cases the claimants' wallets were removed from their clothing. Captain Willard lost 2,500 C.frs and W/O.2 Nordhal 4,000 C.frs and \$41.

The Board noted that the claimants had not been able to lock their apartment. It was therefore recommended that they be compensated for their loss in accordance with the provisions of Administrative Circular No. 75. The Board agreed that the claimants should be paid as follows:

Captain Willard: 2,500 C.frs

W/O.2 Nordhal: 3,200 C.frs

Case No. 223. 1/Lt K. B. Pedersen (ONUC EME Section - I.C.49084)

The apartment occupied by Lt Pedersen in the Lesse Building was entered during the night of 30 November/1 December 1961 and the claimant lost \$81 and 5.50 C.frs. Lt Pedersen stated that his wallet was taken from the pocket of his trousers while he slept. The claimant also reported that the door to his apartment and the door to his room were closed but not locked. The Military Police report indicates that the apartment could not be locked as there are no keys available.

The Board recommended that 1/Lt Pedersen be paid \$50, the maximum compensation for loss of cash under Administrative Circular No. 75. It was noted that the claimant had not been able to lock the door of his apartment.

Case No. 227. Cpl W. G. Wittmeir - RCAF Contingent, I.C. 34734

Between 18.00 hours on 1 November and 18.00 hours on 2 November 1961, the quarters occupied by Cpl Wittmeir at 4 du Parc Avenue, Léo II, were broken into and a sum of money was stolen from a locker. Cpl Wittmeir reported that he had lost 5,000 C.frs, US \$101 and Canadian \$66. Cpl Wittmeir's quarters are in a group of villas occupied by RCAF personnel. The Military Police report indicates that entry may have been gained by one of the screened windows which cannot be locked. The ONUC-employed houseboys were

*only met
\$101*

questioned and their quarters were searched. However, none of the lost money was recovered. The case was referred to the Nigerian C.I.D. and Congolese police.

The Board noted that a request had been made to obtain guards for the area. It was also noted, however, that the request for guards had not been complied with due to lack of military or local personnel who could carry out this function. The Board recommended that the claimant be compensated \$50 for the loss, the maximum amount allowed under Administrative Circular No. 75.

Case No. 234, Rev. I. Mr P. Keane (Security Officer)

The case was reviewed by the Board at its 28th meeting on 12 March 1962. At that time it was agreed that the claim could not be admitted as it was felt that the former Chief, Mail Operations, should not have shipped the radio with a consignment of "C" rations.

Following a letter from the claimant requesting that the case be re-examined, it has been established that it is a standing rule in the Mail Operations not to hold parcels addressed to staff members in the field, even though no request is received to on-forward these. In view of this ruling the former Chief of Mail Operations took advantage of the shipment of "C" rations to dispatch Mr Keane's radio.

The Board took note of the additional information which had come to light in this case and recommended that Mr Keane be paid \$51.00 for the loss of his radio. It was agreed that as Mr Keane had not been responsible for the method used to dispatch the radio, the maximum compensation for a radio laid down in Administrative Circular No. 75 and Amendment 2, could not be applied in this instance.

Case No. 250. Mr G. Levac (ICAO)

On 8 February 1962 between 09.30 and 12.00 hours, the villa at 19A Avenue Tombeur, Léopoldville, occupied by Mr Levac and his family, was burgled. The theft took place while Mr Levac's family was at the ONUC hospital. Travel of Mr Levac's family to his duty station was authorized by ONUC. An investigation conducted by ONUC Security indicates that entry was gained by forcing a window up and down until the bolt on the inside slipped loose. The Security Officer who carried out the investigation found that the window could then be opened from the outside by placing his hands against the pane and pushing upwards.

All items removed from the house, with the exception of an alarm clock and a suitcase, were contained in a wardrobe and cupboard which could not be locked as there were no keys for this furniture.

The claim is for 1 watch \$30, and clothing and miscellaneous personal effects valued at \$194.66.

The Board noted that Mr Levac's house had been properly locked at the time of the theft. It was recommended that he be compensated for the loss of his watch, clothing and miscellaneous personal effects in accordance with the provisions of Administrative Circular No. 75 and Amendment No. 2. Accordingly it was agreed that the claimant should be paid:

Wristwatch:	\$25.00
Clothing and personal belongings:	\$97.33
	<u>\$122.33</u>

Case No. 251. Major A. E. Allen (57 Canadian Sig. Unit - I.C. 43704)

On 6 March 1962, between 21.00 and 24.00 hours, the villa at 342 Godding Avenue, Kalina-Léopoldville, occupied by Major Allen, was burgled. At the time of the burglary the occupants were not in the house. The ONUC Military Police report indicates that entry was gained by cutting the mosquito screen and breaking the glass of one of the living room windows. As the two bedroom doors were locked, the only items stolen were those located in the living room, kitchen and bathroom. The claim is for clothing and miscellaneous personal effects valued at 1,248 C.frs.

The Board noted the conditions under which the personal effects had been lost and recommended that Major Allen be paid 624 C.frs in accordance with the provisions of Administrative Circular No. 75.

Case No. 252. Lt Col A. De Camillis and Captain F. Ventura (Italian)

Villa no. 847, Avenue Ma Campagne, Parc Hembise, Léopoldville, occupied by Lt Col De Camillis and Captain Ventura, was broken into during the night of 26/27 December 1961. At the time of the burglary Lt Col De Camillis was on duty in Italy and Captain Ventura was asleep in his room. The Military Police report indicates that the thieves gained entry by removing a pane of glass from the

kitchen door. The thieves also attempted to take Captain Ventura's car which was parked in front of the villa. They had crossed the ignition wires but were unsuccessful in starting the car as the battery was dead. The claim is as follows:

Lt Col De Camillis:

Clothing and miscellaneous personal effects \$281

Captain Ventura:

Clothing and miscellaneous personal effects \$313

The Board recommended that the claimants be compensated for their losses in accordance with the provisions of Administrative Circular No. 75. It was agreed that they should be paid as follows:

Lt Col De Camillis: \$140.50

Captain Ventura: \$156.50

Case No. 253. 2nd/Lt L. Broby, I.C. 27008 and 2nd/Lt H. M. Porsner, I.C. 52934 (Swedish)

Some time before 10.30 p.m. on 10 December 1961, the quarters of 2nd/Lt Broby and 2nd/Lt Porsner at 312 Avenue Godetias, Limeté, Léopoldville, were broken into. No-one was in the house at the time of the theft. The Military Police investigated the break-in and reported that entry was gained by removing a pane of glass from a door which opens into one of the bedrooms. The claims are as follows:

<u>2nd/Lt Broby:</u>	Clothing	\$19.69
	Camera	\$32.86
		<u>\$52.55</u>

<u>2nd/Lt Porsner:</u>	Clothing	\$153.10
	Photographic equipment	\$266.57
		<u>\$419.67</u>

The Board noted the theft had resulted from forced entry. It was recommended that the claimants be compensated 50% of the value of their clothing and that they be paid for the loss of the photographic equipment in accordance with the provisions of Administrative Circular No. 75 and amendments. Accordingly the Board recommended payment of the following amounts:

2nd/Lt Broby:

Clothing	\$9.85
Camera	\$32.86
	<u>\$42.71</u>

2nd/Lt Porsner: Photographic equipment \$50.00

Clothing	\$76.55
	<u>\$126.55</u>

Case No. 254. Captain G. O'Sullivan (Irish)

During the night of 23/24 December 1961, apartment 3C Lesse Building, Léopoldville, occupied by Captain O'Sullivan, was burgled while the occupant was asleep. The door to the apartment had not been locked as there was only one key for the three occupants. An investigation was conducted by the Nigerian Police. However, none of the stolen articles were recovered. Captain O'Sullivan has requested compensation for a Parker fountain pen valued at 650 C.frs and 2,000 C.frs cash. The claimant also lost spectacles valued at \$17.64. Captain O'Sullivan was entitled to have this item replaced without cost by the ONUC Medical Service.

The Board recommended that the claimant be compensated for his loss under the provisions of Administrative Circular No. 75. It was agreed that Captain O'Sullivan should be paid 2,325 C.frs.

Case No. 255. Quartermaster J. P. Wheatley (35th Irish Bn)

On 8 December 1961, Quartermaster Wheatley's quarters on Avenue Savonnier, Elisabethville, were practically destroyed by mortar fire. As a result, Quartermaster Wheatley lost civilian clothing valued at \$36.47. The ONUC Administrative Officer, Elisabethville, confirmed the loss and the fact that none of the civilian clothing was recovered after the fighting.

In view of the circumstances under which Quartermaster Wheatley lost his personal clothing, the Board recommended that he be compensated 75% of the value of the personal items. It was agreed that the claimant is therefore entitled to \$27.33.

Case No. 256. Mr F. Laraque (Language Service) and Mrs F. Shelley (Secretary)

During the evening of 12 January 1962, the villa at 19 Etchemin Riviera, Parc Hembise, Léopoldville, was burgled. The villa was being occupied by Mr Laraque who had rented it from Mrs Shelley for

one month while the latter was on leave in Europe. At the time of the break-in Mr Laraque was at the cinema.

With the exception of the front door, the house has bars on all entrances and windows. At the time of the burglary all windows and doors, including bedroom doors and cupboards, were locked. An investigation was carried out by the ONUC Security Police. Their report indicates that entry was gained by breaking the lock on the front door and two bedroom doors. Mr Laraque lost clothing and miscellaneous personal items valued at \$576 and a wristwatch which the claimant values at \$50. Mrs Shelley's losses amounted to \$103.17 for personal items.

The Board recommended the claims be settled for 50% of the value of the clothing and miscellaneous personal items and that compensation be paid for the wristwatch in accordance with the provisions of Administrative Circular No. 75, Amendment No. 2. Accordingly it was agreed that the claimants should receive the following amounts:

<u>Mr Laraque:</u> Clothing and miscellaneous personal effects	\$288
Wristwatch	\$ 25
	<u>\$313</u>
 <u>Mrs Shelley:</u> Clothing and miscellaneous personal belongings	 \$51.58

Case No. 258. Cpl R. Roman, I.C. ⁴²⁹⁶⁴~~51814~~ and Cpl P. Gudmundesen, I.C. 51815 (Norwegian)

The ONUC-rented quarters occupied by Cpl Roman and Cpl Gudmundesen at 185 Venus Street, Limeté-Léopoldville, were broken into during the night of 5/6 December 1961. The forced entry resulted in the theft of miscellaneous articles of civilian clothing from the laundry room. The occupants were asleep in the villa at the time of the burglary. Cpl Roman lost clothing and miscellaneous personal effects valued at \$8.50. Cpl Gudmundesen lost civilian clothing valued at \$6.

The Military Police investigated the incident and reported that entry was gained by cutting the screen on the laundry room door. The screened door was the only means of closing this room. None of the articles of civilian clothing were recovered.

The Board recommended the claimants be compensated in accordance with the provisions of Administrative Circular No. 75. It was agreed that they should be paid as follows:

<u>Cpl Roman:</u> \$4.25	<u>Cpl Gudmundesen:</u> \$3
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Case No. 259. Mr E. J. Lezmi (Accommodation)

Due to military operations in Katanga, Mr Lezmi was evacuated from Elisabethville on 4 December 1961. Mr Lezmi was given very short notice to prepare for his departure. As a result he was unable to pack all his personal effects. The Administrative Officer in Elisabethville confirmed the facts in this case.

Following the cease-fire, some of Mr Lezmi's personal effects were recovered. The clothing and personal effects which were not found are valued at 2,128 C.frs.

The Board noted the circumstances under which the claimant lost some of his personal clothing and recommended that he be paid 75% of the value of the lost items. It was agreed that Mr Lezmi should receive 1,596 C.frs.

Case No. 260. Captain F. Ventura (Italian Air Force - I.C. 52937)

The ONUC-rented quarters of Captain Ventura at 847 Avenue Ma Campagne, Parc Hembise, Léopoldville, were broken into during the evening of 14 January 1962. The occupant was not at home at the time. The Military Police investigation revealed that entry was gained by cutting the screening and breaking the glass of one of the rear bedroom windows. An attempt was made to trace the fingerprints left on a piece of broken glass. However they did not permit identification of the thief. Captain Ventura has requested compensation for civilian clothing valued at \$113.

The Board recommended that the claimant be compensated 50% of the value of his personal effects. It was agreed that Captain Ventura should receive \$56.50.

Case No. 261. Sqdn/Ldr H. S. Chawla (Indian, ONUC Air HQ - I.C. 56064)

Sqdn/Ldr Chawla reported to the Military Police that his ONUC-rented quarters at 218 5ème rue, Limete-Léopoldville, had been broken into between 18.00 and 21.00 hours on 20 January 1962 and a quantity of personal effects stolen. The claimant stated that he had locked all windows and doors before leaving the house at 18.00 hours. When Sqdn/Ldr Chawla left for Léopoldville, the ONUC-employed houseboy remained in the villa to wash some clothing. When questioned about the incident, the houseboy stated that he had checked the windows and doors to make sure that they were locked before leaving.

The Military Police investigated the break-in and reported that entry had been gained by cutting the mosquito netting and pushing open the kitchen window which was not locked. The residence of the houseboy was searched but none of the personal belongings of Sqdn/Ldr Chawla were recovered. The claim submitted by Sqdn/Ldr Chawla is for civilian clothing valued at \$94.

The Board noted that:

- (1) both Sqdn/Ldr Chawla and the houseboy had maintained that all windows and doors were locked before they left the house;
- (2) the Military Police had reported that the kitchen window was not locked at the time of the burglary;
- (3) the houseboy's working hours are from 08.00 to 12.00 hours and from 14.00 to 17.00 hours;
- (4) officers are paid a daily allowance to cover laundry expenses;
- (5) ONUC-employed houseboys are responsible for cleaning and making beds in the officers' quarters; their official work, however, does not include laundry duties - the latter function is based on private arrangements between the officer and the houseboy.

As Sqdn/Ldr Chawla is sure that he locked all windows before leaving his quarters and as the houseboy remained after official working hours to wash clothes, the Board agreed that the claim could not be admitted.

Case No. 262. Mr E. Rivola (WHO)

Some time after 21.30 hours on the night of 23/24 December 1961, Mr Rivola's house at 182 Avenue du Plateau, Léopoldville, was burgled. At the time of the break-in Mr Rivola and his family were asleep. Cash, clothing and miscellaneous personal effects were taken from the living room and the laundry room. Before retiring, all doors and windows had been locked. Mr Rivola reported to the ONUC Security Police who conducted an investigation that entry must have been gained by using a false key to unlock the front door. Immediately after the incident the occupants changed the locks. However, a few days later two additional attempts to break in were discovered. Marks left on the front door indicated that thieves had attempted to force the lock.

The claim is as follows:

Cash 1,500 C.frs and \$10

Vögtlander camera 1,100 Fr. N.frs

Clothing and miscellaneous personal items valued at 3,180 Fr.N.Frs

The Board noted that other break-ins involving the use of false keys to gain entry had been reported in Léopoldville. It was recommended that Mr Rivola be granted the maximum compensation allowed under the provisions of Administrative Circular No. 75 and amendments. It was agreed that the claimant be paid \$300.

The Board noted that Mr Rivola had been authorized to have his family travel to his duty station.

Case No. 265. W/O.1 H. Jensen, I.C. 41148 and W/O.2 H. Faxholm, I.C. 51744 (Danish - Movement Control)

When W/O's Jensen and Faxholm returned from duty at the Movement Control Office, N'Djili, they found that their quarters at 312 Avenue Godetias, Limeté, Léopoldville had been broken into. The burglary was committed between 19.00 and 22.00 hours on 21 December 1961. The Military Police report states that entry was gained by ripping the insect screen and removing the bottom pane of glass from the window of the bedroom occupied by W/O's Jensen and Faxholm. As the bedroom door was locked, the thieves did not enter any other part of the house.

W/O Faxholm presented a claim for cash in the amount of 2,500 C.frs and miscellaneous personal effects valued at \$356.50.

W/O Jensen reported that he lost civilian clothing and miscellaneous personal effects valued at \$316.00.

The Board recommended that the claimants be compensated in accordance with the provisions of Administrative Circular No. 75 and amendments. It was agreed that they should be paid the following amounts in respect of their losses:

<u>W/O Faxholm:</u>	Clothing and miscellaneous	
	personal effects	\$178.25
	Cash	2,500 C.frs
<u>W/O Jensen:</u>	\$158	

Case No. 266. Major M. Tarrekegn (Ethiopian Liaison Officer)

On 18 January 1962 Major Tarrekegn boarded a U.N. aircraft at N'Djili airport. He was to have travelled via Stanleyville to Ethiopia on a temporary official mission. Major Tarrekegn deposited with Movement Control three pieces of luggage for which he received baggage tags. On arrival at Stanleyville where Major Tarrekegn was to have boarded an Ethiopian plane, only two pieces

of luggage could be located. The matter was reported to the Movement Control Officer and Air Administrative Officer in Stanleyville. Major Tarrekegn also turned over the luggage tag No. 6165. Following an exchange of cables between Stanleyville, Léopoldville and Coquilhatville, the Acting Chief, Movement Control informed Major Tarrekegn on 23 March 1962 that in spite of all efforts to trace the missing baggage, it had not been recovered. Inquiries revealed that the piece of luggage was not at any of the stations where the aircraft had landed.

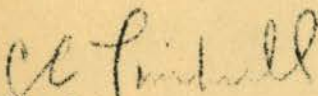
Major Tarrekegn presented a claim for souvenirs, jewellery and personal firearms valued at \$755.26 and a camera and civilian clothing in the amount of \$399.15.


The Board noted that procedures presently in effect at Movement Control, N'Djili, required that passengers deposit their luggage prior to boarding a plane. It was agreed that Major Tarrekegn had lost his suitcase due to circumstances beyond his control. Due to the latter fact, the Board was of the opinion that the conditions laid down in Administrative Circular No. 75 and amendments could not be applied in this instance.

While recognizing that ONUC was responsible for the loss of the suitcase, the Board felt that it could not admit a claim for souvenirs, jewellery, and personal firearms, as these items were not required by the officer to carry out his official functions with ONUC.

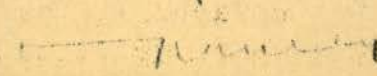
It was recommended that Major Tarrekegn be paid the full value of the camera and clothing - \$399.15.

The meeting rose at 11.45 a.m.


Chairman


Secretary, Claims Board

Approved:


Chief Administrative Officer

Claims

ROUTING SLIP

TO Mr Z. Marcella,
Legal Adviser
Room 631

35

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

Attached are summaries of cases to be reviewed at a Claims Board Meeting to take place on Tuesday, 15 May 1962, at 10.00 a.m. in Room 610, Royal.

Attended the first hour of the meeting only - which dealt with cases 0077, 198 217, 218, 221, 222 + 223. Was not present for rest of meeting since had to leave for another appointment.
B. Halbert

DATE	FROM
12 May 1962	B. Halbert

0077

Claims Case No.

Advisory Services "Architect-consultant" - R. Puissant

In a letter dated 7 August 1961 Mr. Puissant requested settlement of invoices totalling C.frs. 160,847.50 for services rendered as "architect-consultant" to ONUC between January and April 1961.

~~On 14 January 1961 Mr. Puissant was asked to study and estimate the cost of the work.~~

The case file contains a copy of a letter dated 14 January 1961 from Mr. Marek requesting that Mr. Puissant visit the Royal to discuss this question. Mr. Puissant states that the honorarium schedule was discussed with Messrs. Sharmen and Marek at that time.

Records indicate that steps were taken in late January 1961 to obtain administrative approval to retain Mr. Puissant as "architect-consultant". At that time it was felt that his fees would be based on rates (Appendix A attached) enforced by the Chairman of the Central Society of Architects in Leopoldville. The Chief Personnel Officer of ONUC saw no objection to retaining the architect as a consultant on technical questions.

In mid-February 1961 a letter was drafted offering to retain Mr. Puissant as "architect-consultant" to advise ONUC on the construction of military camps and other technical matters requiring his services. This offer specified that Mr. Puissant's fees would be C.frs. 500 per hour. In this connection the Chief Procurement Officer suggested that "in case of important work requiring the study of projects and estimates, the amount of remuneration will be first of all fixed by common consent, the interested parties deciding on a global amount sanctioned in writing". No reference was made to the honorarium schedule (shown in Appendix A) on which Mr. Puissant has based his fees for services rendered in connection with the invoices listed below.

There is no indication that the offer setting forth the revised conditions under which he would be retained was ever sent to Mr. Puissant. Mr. Puissant has also indicated that he received nothing in this respect.

Following Mr. Puissant's request for settlement of outstanding invoices in respect of work carried out for ONUC difficulty was experienced in obtaining certification of his charges inasmuch as Colonel Lai, Messrs. Sharmen and Marek would not certify the invoices submitted by Mr. Puissant. There appears to have been some discussion as to what honorarium schedule should have been used in computing the fees - i) a percentage of the estimated cost of the plan or value of the building survey or ii) an hourly rate.

On 19 May 1961 Mr. Marek, former Chief of Accommodation Section, submitted a report in which he certifies in the case of each invoice that Mr. Puissant carried out the work for which he has requested payment.

In a meeting with Mr. Puissant on 8 May 1962 the Secretary of the Board examined the plans and estimates of work carried out by Mr. Puissant including the copies of the electric bills which he investigated in order that these could be certified for payment.

The Deputy Chief Administrative Officer asked the Chief of Accommodation Section to offer the architect a lump settlement of C.frs. 100,000 in settlement of his bill for C.frs. 160,847.50. This settlement was offered to the architect's wife since he was not in the Congo. The proposed settlement was not accepted.

He paid in full - says
to debt
amount claimed
4 in dispute shows
7 full document

List of Invoices submitted by Mr. Puissant

<u>Date of Invoice</u>	<u>Amount C.frs.</u>	<u>Basis for calculating fees</u>	<u>Nature of work</u>
31 January 1961	7,550	Hourly rate	Consultations regarding ONUC military accommodations, camps, etc.
28 February "	28,700	1.2% of estimated cost of project (C.frs. 3,224,000)	Estimates and plans for Camp N'Galiema.
28 February "	11,900	Hourly rate	Consultations on ONUC camps and accommodations.
13 March "	18,354	1) 1.7% for plans; 11) .6% for construction specifications; construction estimated at C.frs. 798,000.	Project for erection of a transmitter station in Leopoldville.
30 March "	28,195.50	.2% for works estimated at C.frs. 14,096,750.	Study of Palais du Justice in Leopoldville for possible conversion to offices for ONUC.
11 April "	54,230	Hourly rate	Study and verification of 149 Colectric and Regideco bills in connexion with ONUC accommodations - July 1960 to January 1961.
26 April "	2,100	Hourly rate	Consultation and plans in connexion with protective wall for telephone equipment in telephone room.
TOTAL	<u>160,247.50</u>		

198 Rev. I

Case No. 198, Rev. 1 Mr F. Reinhard, ITU

The case was reviewed by the Board at its 26th Meeting on 15th December 1961.

Mr Reinhard claimed \$62.09 for personal effects, \$98.83 for a camera and \$73.29 for his wristwatch. He was awarded 75% of the value of his personal effects. (\$46.56) and \$50 for the camera in accordance with the maximum compensation allowed under Administrative Circular No. 75, Amendment 2. Mr Reinhard did not receive anything for his watch as the Board felt the loss might have been avoided. Mr Reinhard maintained that he must have lost the watch while moving a bottle of compressed air at the radio station. He did not become aware of the loss until he returned to his quarters and due to hostilities he was unable to return to the radio station until some time later.

Mr Reinhard has written to the Chief of Personnel, ITU, requesting that the matter be taken up with Headquarters, New York, in order to obtain the full value of the lost items. A letter from the Chief of Personnel, ITU, to the Special Adviser to the Secretary General has been forwarded to ONUC. The Chief Administrative Office has requested the case be re-examined by the Board.

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VASDEKIS, Georges

Mr. Vasdekis is a locally recruited staff member. He was employed as Assistant Mess Manager at the Lido Hotel in Elisabethville.

Due to the recent events in Elisabethville, Mr Vasdekis was instructed to abandon the Hotel during the afternoon of 4 December 1961, at very short notice.

Mr Vasdekis has stated that in order to do so, it was necessary to make a check of the Hotel, lock rooms and warehouses and to make some emergency arrangements for the Katangese personnel. As there were only two small cars available for the evacuation of 10 persons, their luggage plus the luggage of five Argentinian ONUC pilots, his personal belongings, as per attached list, were left at the hotel.

Mr Vasdekis requested permission to remain at the Hotel in order to arrange for his personal effects to be moved. The request was refused by the Goricha Officers responsible for the evacuation.

After spending some days at ONUC HQs Elisabethville, Mr. Vasdekis was moved to Léopoldville.

As the Lido Hotel was also a transit mess, and required that he be on call for 24 hours at a time, Mr Vasdekis was obliged to keep his personal effects with him. Since Mr Vasdekis was an electrician, he also had his personal tools at the Hotel in order to carry out necessary repairs.

The claim is supported by the Mess Manager of the Hotel.

HQ's Elisabethville has advised the Claims Office that none of Mr Vasdekis personal effects have been recovered.

Elisabethville's Claims Officer further states in his memorandum of 23 March 1962, after interviewing various "fide-digne" civilians and ONUC personnel who know Mr Vasdekis, that:

- a) there was not time, or space in the last vehicle to leave the hotel, to remove his belongings before being forced to leave the area;
- b) the claimant owned a motor-cycle;
- c) the claimant was engaged in electrical repairs and most probably had electrical tools for performance of his duties;
- d) Mr Vasdekis had taken a trip to Europe and possible had renewed his wardrobe in Greece.

LIST OF PERSONAL BELONGINGS ABANDONED AT LIDO HOTEL
ON 4 DECEMBER 1961 BECAUSE OF EVACUATION ORDER

<u>ITEMS</u>	<u>PURCHASE PRICE</u>	<u>DATE OF PURCHASE</u>
1 One Motorcycle model 1961	\$ 300	Aug. 1961
2 Eight suits x \$ 125 each	\$ 1000	1960 - 1961
3 Ten pairs of shoes x \$20 each	\$ 200	1960 - 1961
4 Six silk shirts x \$ 35 each	\$ 210	1961
5 12 popl.shirts x \$ 15 each	\$ 180	1961
8 cotton shirts x \$ 10 each	\$ 80	1960 - 1961
5 8 pairs of pyjamas x \$ 20 each	\$ 160	1960 - 1961
6 12 flannels x \$ 3 each	\$ 36	1961
7 12 slips " " "	\$ 36	1961
8 48 pairs of socks nylon x \$ 3	\$ 144	1961
9 24 handkerchiefs x \$ 1 each	\$ 24	1961
10 1 Tape Recorder Grundig 61	\$ 100	1961
11 1 raincoat gabardine	\$ 50	1960
12 1 Moovie camera 16 mm.	\$ 200	1961
13 1 electric fan	\$ 20	1961
14 1 electric shaving machine	\$ 40	1961
15 1 set of electr.instruments and tools	\$ 300	1960 - 1961
16 8 suitcases x \$ 20 each	\$ 160	1958 - 1961
17 Other personal effects e.g. belts, ties, fountain pens, lighter, a collection of stamps wallets, souvenirs etc(which it is impossible to remember the details	\$ 200	1958 - 1961
18 6 Suits x \$ 100 each	\$ 600	1961
19 8 Trousers x \$ 30 each	\$ 240	1961

Total US\$

4181 . -

FOR THE ABOVE PRICES

As I was before Independence a business man and owner of a bakery and pastry Industry (which I lost after Independence) I use to go every year for a leave in Europe and I was renewing my wardrobe by ordering my suits and shirts etc.by measure. In Greece all these items of quality and by measure are very expensive.

George Vasdekis

MADAN, N. N. (Lt Col - Indian)

This case was reviewed at the 28th Meeting of the Claims Board on 12 March 1962 and the minutes of this meeting state:

"On 26 October 1961, between 17.45 and 19.30 hours, a radio was stolen from the ONUC quarters of Lt Col Madan, at 80 Avenue Paul Neya, Leopoldville. Col Madan states that during the above-mentioned hours, he was taking a nap and he had not locked the living room door. There was no-one else in the apartment at this time. His orderly and UN-appointed Congolese houseboy had been dismissed.

The Military Police report states that the apartment had two entrances and neither had been forced open. The orderly's possessions as well as the residence of the houseboy were searched, with negative results. It further states that it would appear that the radio was stolen while Lt Col Madan was taking his nap.

The claim is as follows:

1 Zenith Transistor Radio Model 1000-D (secondhand) \$137.00

The Board noted that the claimant had not locked the door of his quarters at the time that the radio is reported to have been stolen. In view of this it was felt that the claim could not be admitted."

Lt Col Madan is appealing against this decision. He feels that his case should be reviewed by the Board as he was not having a "nap" at the time of the theft. He states, "My door, however, was certainly not locked but was definitely closed as I was in the premises and quite wide awake."

Lt Col Madan feels that he has not been careless in leaving the door unlocked (but closed) while he was in the adjoining room.

1/Lt. AHLSTROM - I.C. 37127 { Swedish Technical Group
1/LT. LINDWALL - I.C. 47986 }

During the night 21 October, 1961, apartment 56, Lesse Building, occupied by Lt. Ahlstrom and Lt. Lindwall, was burgled.

The Military Police report states that the door of the apartment and bedroom were not locked. No keys were available.

The claim are as follows:

Lt. Ahlstrom

Cash	CF	2.000.-
	\$	1.-

Lt. Lindwall

Cash	K.F.	4.000.-
	C.F.	1.000.-

and 1 pair of optically corrected sunglasses
6 months old - \$ 35.-

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Capt. WILLARD, G.M. (EME Section - I.C. 46386)

W/O.2 NORDHAL, H.E. (Swedish Engineer BN - I.C. 37133)

During the night 8/9 December, 1961, the apartment of Capt. Willard and W/O 2 Nordhal, at Lesse Building, was burgled.

The Military Police report states that the apartment cannot be locked as there is no key available.

In both cases the thief/thieves took the wallets from the pockets of the trousers which were left on the sideboard, and a chair.

The claims are as follows:

Capt. Willard:

Cash CF 2.500.-

W/O Nordhal

Cash CF 4.000.-
and \$ 41.-

1/Lt. PEDERSEN, K.B. (ONUC EME Section I.C.49084)

During the night 30 November/1 December, 1961, apartment 1 A, No. 14, Lesse Building, occupied by Lt. Pedersen, was burgled.

Lt Pedersen states that somebody took his wallet from his room while he slept.

The Military Police report states that the door to the apartment and the door to his room were closed but not locked; as there are no keys available.

The claim is as follows:

CASH	\$ 81.-
CF	5.50

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WITTMER, W. G. (Cpl; - RCAF Contingent
I.C. 34734)

On 2. November, 1961, Cpl. Wittmer noticed that a theft occurred in his UN Quarters at 4 Avenue du Parc, Léopoldville II.

A quantity of money was stolen from his locker which had been forced open.

The Military Police report states that entry might have gained by one of the window which cannot be completely closed.

The UN employed boys were searched as well as their residence, with negative results.

The house is in a group of villas all occupied by RCAF personnel. Flight/Lt. Flynn requested, in writing, that guards be assigned because of a lack of security, but no satisfaction was obtained.

The claim is as follows:

Cash	Congo Francs	5,000.-
	Dollars US	101.-
	Dollars Canadian	66.-

KEANE, P. (Security Officer)

At its 28th meeting held on 12 March 1962 the Board reviewed this case. The Minutes read as follows:

"On 26 June 1961, a radio belonging to Security Officer Keane was sent, by Air Congo to Usumbura as part of a shipment of 60 packages of "C" rations. The Airway bill, however, shows 61 packages of rations. Mr Keane was at that time on a four months mission in Ruanda-Urundi and the shipment of the radio was authorized by Mr W. Hughes, former Chief Mail Operations. A statement from the Dispatching Officer reads: 'The radio was listed as a carton of rations.' Mr Keane stated that he was not aware that his radio would be sent with this consignment. On 4 July 1961 the consignment arrived at Usumbura. Mr G. Leyssen, a local Belgian national, employed by United Nations Commission for Ruanda Urundi, signed the receipt for 61 packages. On 3 July 1961, s/o Keane returned to Usumbura from a special mission at Kigali in the northern part of the territory. He stated that he checked the number of packages and found only 60. At this time Mr Keane was under the impression that it was one of the packages of rations which was missing. Mr Keane further stated that in his opinion Mr Leyssen did not check the number of packages as he was not familiar with this type of work.

On his return to Leopoldville on 2 October 1961, he inquired about his radio, and only then was he informed of the shipment of the radio with the ration consignment of 26 June 1961. No statement could be obtained from Mr Leyssen as he ^{is} no longer employed by the United Nations.

The claim is as follows:

1 Autoradio, portable \$51.00

Having examined the case file on this claim, the Board was of the opinion that the former Chief of Mail Operations had failed to take the necessary precautions with the claimant's radio by shipping it to Usumbura with packages of "C" rations. It was noted that ONUC has a pouch service to Bukavu. In view of this, the Board felt that the radio should have been sent with a regular mail dispatch. Taking into consideration the method by which the radio was forwarded, the Board felt that it had no alternative but to reject the claim."

Mr Keane appeals against this decision. He wrote the following to the Board:

"As I did not ask to have the radio forwarded to Usumbura as a matter of fact I did not want it sent to Usumbura as I have more luggage that I could carry back to Leopoldville. I certainly feel that I am entitled to compensation of \$51.- It would be appreciated if you

would bring this matter before the Claims Board again. I will expect compensation as it is not my intention to let the matter rest as it is now."

Following this information this office made a further inquiry at the Mail Operations Office and the following statement was received:

Mr Keane never asked to have his radio shipped to Usumbura. Mr Hughes, former Chief Mail Operations, gave order to profit by the occasion of shipment of "C" rations, to include this radio.

On 8 February, 1962, the villa at 19A, Avenue Tombeur, Léopoldville, occupied by Mr. Levac and his family, was burgled.

The theft occurred between 09.30 and 12.00 hrs. while the occupants were at the ONUC hospital. No houseboy is employed by them.

Entry was gained by cutting the screen of the bedroom which gives on the rear of the house. Then the house was entered by gently forcing the window up and down several times until the bolt on the inside of the window slipped loose.

The ONUC Security Office conducted the investigation and corroborate the statement of Mr. Levac. The report furthermore states: "By making a test, I found that the window could be opened from outside by pressing my hands on the window and pushing upwards. The window frame is a little out of position (therefore) the bolts can barely be placed in a locked position."

The claim is as follows:

1 Agfa Movie Camera PX	16.1.62	\$ 72.-
Film (inside camera) PX	16.1.62	3.28
1 Parker 61 pen BX	9.11.62	10.-
1 Parker Ball pen	May 1961	6.-
4 white sheets at \$ 5.-	May 1961	20.-
4 Towels at \$ 1.25	May 1961	5.-
6 pairs of socks at \$ 1.50	May 1961	9.-
1 Alarm clock	Nov. 60	12.-
2 pairs of trousers at \$ 15.-	May 61	30.-
2 dresses at apprx. \$16.-	Nov. 61	32.-
1 suitcase	Nov. 61	30.-
4 Face Cloths at .50\$	Dec. 61	2.-
3 "T" Shirts new still in the bag)		2.34
3 underwear " " " " ")	January 62	2.34
3 singlets " " " " ")		1.64
1 Handbag blue	Nov. 61	2.34
1 pair States shoes	Dec. 60	25.-
1 Child gold ring	Jan. 61	5.-
1 watch stainless steel	June 61	30.-
		<hr/>
		\$ 299.94

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ALLEN, A. E. (Major - 57 Canadian Sig. Unit)
I.C. 43704

On 6 March, 1962, between 21.00 and 24.00 hrs. the villa at 342 Godding Avenue, Kalina-Léopoldville, occupied by Major Allen and Capt. Pellerin, was burgled.

At the time of the burglary none of the occupants were in the house.

The ONUC Military Police Report states:

" The thief had gained entry by cutting the mosquito screen and breaking the inside window of the living-room. The thieves had gone to the second floor but were unsuccessful in entering the two bedrooms as they were locked. "

The stolen items were taken from the living room, kitchen and bathroom.

The claim is as follows: (only for Major Allen)

1 China tea pot	CF 200.-
1 Electric iron	CF 768.-
1 Shorts (underwear)	CF 50.-
1 Salt shaker	CF 50.-
3 Kitchen knives	CF 120.-
2 Tooth paste tubes	CF 60.-
	<hr/>
	CF 1.248.-

DE CAMILLIS, A. (Lt/Col. - Italian)
 VENTURA, F. (Capt. Italian)

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During the night of 26 December, 1961, the ONUC owned villa at No. 847, Avenue Na Campagne, Parc Hembase, Léopoldville, occupied by Lt/Col. De Camillis and Capt. Ventura, was burgled.

At the time of the burglary Lt. Col. de Camillis was on duty in Italy and Capt. Ventura asleep in his room.

The Military Police report states that:
 " The thieves had gained entry by removing the lower glass window on the kitchen door. The thief also attempted to take Capt. Ventura's VW car which was parked in front of the villa. They had crossed the ignition wires but were unsuccessful in starting the car as the battery was not in order. "

The claims are as follows:

Lt.Col. De Camillis

1 Leather suitcase	May 61	\$	85.-
1 Summer uniform private	June 61	\$	50.-
1 Civilian suit	August 61	\$	60.-
4 Shirts white	Sept. 61	\$	24.-
4 Shirts blue	Sept. 61	\$	20.-
1 Pair Shoes black	Sept. 61	\$	15.-
1 Travel kit	Sept. 61	\$	10.-
4 Pair socks	Nov. 61	\$	4.-
4 T shirts	Nov. 61	\$	5.-
4 Shorts	Nov. 61	\$	5.-
2 Towels	Nov. 61	\$	3.-
		\$	281.-

Capt. Ventura

2 Shirts blue	August 61	\$	xxxx 16.-
3 Shirts white	August 61	\$	30.-
1 Summer uniform private	August 61	\$	55.-
2 Pair shoes black	Oct. 61	\$	30.-
1 Pair shoes brown	Oct. 61	\$	30.-
1 Military Raincoat private	Oct. 61	\$	25.-
2 Pair trousers	Oct. 61	\$	24.-
2 Pair pyjamas	Oct. 61	\$	20.-
2 Bath towels	August 61	\$	10.-
1 Pair shoes white	"	\$	15.-
1 Alarm clock	June 61	\$	18.-
1 Electric shaver	"	\$	20.-
5 Pair socks	November 61	\$	4.-
6 T Shirts	"	\$	8.-
5 Shorts	"	\$	4.-
4 Towels	"	\$	4.-
		\$	313.-

On 9 December, 1961, between 14.00 and 22.30 hrs. the ONUC rented villa at 312 Avenue ~~Sudakinsk~~ Godetias, Limetée-Léopoldville, occupied by 2/Lt. Broby and 2/Lt. Porsner, was burgled.

At the time of the burglary the occupants were on duty at Movement Control N'Djili Airport.

The Military Police report states that: "Entry was gained by removing the bottom pane of glass from a door which connects the bathroom with the outside."

The claims are as follows:

2/Lt. L. Broby

1 Shirt white	December 1961	CF	400.-
1 Shirt coloured	December 1961	CF	350.-
1 Shirt khaki	"	CF	350.-
2 Pairs of underpants	"	CF	100.-
5 Handkerchiefs	"	CF	60.-
1 Camera AGFA Isollette	December 1960	Sw.Crowns	170.-

2/Lt. Porsner, H.M.

1 suit grey Glen check	December 1961	Sw.Gr.	300.-
2 trousers, terylene grey	"	"	150.-
2 shirts (one blue, one beige)	"	"	65.-
1 raincoat blue	"	"	58.-
1 pair slippers, brown	"	"	25.-
1 pair of blue sportshoes	"	"	25.-
1 italian shirt, red	"	"	45.-
1 bathing shorts, black-green	"	"	35.-
1 pair of drawers	"	"	9.-
3 pairs of blue socks	"	"	20.-
1 camera Voigtlander Bessamatic	"	"	836.-
1 Telelens Super-Dynarex	"	"	377.-
1 Camera case, brown leather	"	"	64.-
1 equipment bag, brown leather	"	"	60.-
1 ultra-violet filter	"	"	26.-
1 Proxar lens	"	"	26.-
1 Portrait lens	"	"	36.-
1 lens shade	"	"	14.-

Sw.Gr. 2.171.-

During the night 23/24 December 1961, apartment 3 C, Lesse Building, Léopoldville, occupied by Capt. O'Sullivan, was burgled.

The door of the apartment was left unlocked, as no key is provided. The door of the bedroom had to be left open as there are 2 persons in the room, but only one key.

Early that morning, Capt. O'Sullivan found his door wide open and the items which were laying on his table had disappeared.

The Nigerian Police conducted the investigation without result.

The claim is as follows:

1 parker 61	CF 650.-
Cash	CF 2,000.-

One pair of spectacles (26.6.0) which will be replaced by ONUC Hospital without cost.

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WHEATLEY, J. P. (Quartermaster, 35th Irish Bn)

On 8 December 1961, the house at Avenue Savannier, Elizabethville, where Quartermaster Wheatley was stationed, was practically destroyed by mortar fire.

Due to this fact Quartermaster Wheatley lost some of his personal effects.

The Administrative Officer in Elizabethville confirms the above and also states that none of the claimed personal effects were recovered after the fighting.

The claim is as follows:

<u>Item</u>	<u>Value</u> s. s. d.
2 pairs of underpants (at 6/6d each)	13. 0.
2 Singlets (at 7/6d each)	15. 0.
1 Brand new Jaeger cardigan	10. 10. 6.
2 Handkerchiefs (at 1/0d each)	2. 0.
1 Shirt	1. 0. 0.
<u>TOTAL</u>	<u>41. 10. 6.</u>

On 12 January 1962, before 23.30 hours, the villa at 19
Achenin Riviera, Parc Hembaie, Leopoldville, was burgled.

Mrs Shelley rented the villa to Mr Laraque for a month while
she was on leave in Europe. At the time of the burglary Mr Laraque
was at the cinema.

The house has bars everywhere except at the front door. At the
time of the burglary all windows and doors (even the doors of the
rooms and cupboards) were locked.

The ONUC Security conducted the investigation and states that
"Entry was gained by breaking the locks on the front door and the
two bedroom doors".

The claims are as follows:

<u>Mr LARAQUE</u>	<u>Item</u>	<u>Value</u>	<u>Date of Purchase</u>
	2 gray trunks (Alexander's, New York)	60	April 1961
	1 gray suit (Roger Kent)	80	December 1960
	1 dark suit (Roger Kent)	70	March 1961
	2 sports jackets (1 beige, 1 blue)	25	February 1961
	3 pairs of brown shoes	35	January 1961
	1 pair of black shoes	15	December 1960
	12 Arrow shirts (white)	48	November 1960
	1 Arrow shirt (darken)	10	January 1961
	24 underpants	35	November 1960
	24 underwears	45	April 1961
	6 polo shirts	12	April 1961
	6 sports shirts	24	April 1961
	1 alarm clock	40	September 1961
	1 wristwatch	50	January 1961
	3 4 sheets	12	May 1961
	4 pillow cases	6	May 1961
	4 pyjamas	20	April 1961
	3 belts	5	December 1961
	1 flashlight	2	December 1961
	6 towels	6	December 1961
	6 ties	15	December 1961
	1 French dictionary (Larousse)	5	November 1955
	1 English dictionary (Manson)	5	December 1960
	Total	<u>5626</u>	

Mrs SHALLEY

<u>Item</u>	<u>Value</u>	<u>Date of Purchase</u>
2 large multi-coloured Sudanese wool blankets, handwoven, bought in Brazzaville. Spm 5,750 CFA each	11,500 CFA	September 1961
2 woollen blankets, blue, 750 CF each	1,500 CF.	August 1961
4 bedsheets, 150 CF each	600 CF	August 1961
4 pillow cases, 100 CF each	400 CF	August 1961
1 travel alarm clock, bought in Germany.	\$10.	January 1960
Books - "Wirtschaft"(in German)	DM 5.-	
"Sociologie " "	" 5.-	
"Das Jazzbuch", by Hans Joachim Behrend	" 4.-	
"Deutsche Geichte der Klassischen Zeit" bought in Germany.	"15.-	January 1960

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On 9 December 1961, Mr Succar was suddenly evacuated to Leopoldville and, due to the prevailing military situation, he was in no position to go to his house at 342 Congo Motor Avenue to pack his belongings.

On 25 December 1961, Mr Succar was granted permission to go to Elisabethville to look after his personal belongings. None of them could be recovered.

The Administrative Officer, as well as the competent military authority of the Katanga Command, in Elisabethville, confirms the above statement.

Mr Succar requests the full reimbursement of his loss, since it occurred in the course of discharging his official duties.

The claim is as follows:

<u>Item</u>	<u>Value</u>
1 Gaberdine overcoat with woollen lining	85
1 Dark grey Fresco suit	55
1 Grey light English gaberdine suit	85
1 Beige light English gaberdine suit	85
1 Green Palm Beach suit	55
1 Beige light palm beach suit	55
1 White Irish linen suit with two prs of trousers	125
1 White Tuxedo complete	145
9 Neck ties	90
6 Pairs socks	12
6 Monogrammed silk shirts	50
1 Brand new Italian black loafer	18
3 Prs light summer trousers	75
TOTAL	\$ 935

All the clothes are custom-made and not older than 6 months to one year.

ROMAN, R. (Cpl, Norwegian - I.O. 51814)

GJERMUNDSEN, P. (Cpl, Norwegian - I.O. 51815)

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During the night 5/6 December 1961, the ONUC-attented villa at 185 Venus Street, Limete-Leopoldville, occupied by Cpl Olsen, Cpl Roman, Cpl Kjelleveid and Cpl Gudmundsen, was burgled.

Entry was gained by cutting the screen on the laundry room door. This screen is the only means of security to this room. At the time of the theft the occupants of the villa were asleep in the adjoining rooms. Only the items left in the laundry room were taken. Most of them were issued by the Norwegian Air Force.

The ONUC Military Police conducted the investigation with negative result.

The claims for private belongings are as follows:

<u>Cpl R. ROMAN</u>	<u>Item</u>	<u>Value</u>	<u>Approx. date of purchase</u>
	1 Blue Shirt	\$6.00	January 1961
	2 Green Towels	\$2.00	November 1961
	1 Blue Towel	\$.50	" "
	TOTAL	<u>\$8.50</u>	

<u>Cpl P. GJERMUNDSEN</u>			
	1 Pair of Blue/White Shorts	<u>\$6.00</u>	January 1961

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LENNI, E. J. (Accommodation)

On 4 December 1961, due to troubles in Elisabethville, Mr Lenni was evacuated and was not given time to pack.

The Administrative Officer in Elisabethville confirms the above and also states that after the fighting none of the personal effects belonging to Mr Lenni were recovered.

The claim is as follows:

<u>Item</u>	<u>Value in C.F.</u>	<u>Date of Purchase</u>
2 Sports Shirts (at 500)	1,000	August 1961
1 Pair of Dacron trousers	700	" "
3 Tee Shirts (at 50)	150	October 1961
2 Knit Browns (at 50)	100	" "
3 Handkerchiefs (at 10)	30	April 1961
2 HVD Sox (at 54)	108	October 1961
1 Bath Towel	40	October 1961
	<hr/>	
TOTAL	2,128	
	<hr/>	

On 14 January, 1962, between 19.00 and 22.40 hrs. the ONU owned villa at 847 Avenue Na Campagne, Parc Hamoise, Léopoldville, occupied by Capt. Ventura, was burgled.

At the time of the burglary nobody was in the house.

The Military Police Report states:

" Entry was gained by cutting the insect screen and breaking one of the windows of the rear bedroom. In the process, the culprit cut his hand and left some blood smeared fingerprints on a piece of the broken pane of glass. The piece of glass was taken to the Congolese police fingerprint office. The prints were not in sufficiently good condition to permit identification of the culprit.

The claim is as follows:

1 blue civilian raincoat	March 60	\$ 40.-
2 khaki uniforms private	November 61	\$ 45.-
2 Dress Shirts, 1 blue, 1 white	October 61	\$ 16.-
1 pr civilian trousers fawn	September 61	\$ 12.-
		<hr/>
		\$ 113.-

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On 20 January, 1962, the ONUC rented villa at 218, 5ème rue
Limetó-Léopoldville, occupied by S/L Chawla, was burgled.

S/L Chawla states that he left his villa at about 18.30 hrs. this day. Before leaving he had checked that all the windows and doors were locked. To the best of his knowledge the kitchen window was also locked. He further states that on this particular day, his ONUC appointed houseboy suddenly showed up at 17.30 hrs. S/L Chawla hardly sees the houseboy except sometime at lunch for a very short period but never after 17.00 hrs. The working hours of the boy are from 08.00 to 12.00 hrs and from 14.00 to 17.00 hrs. He also is in possession of the keys to the house which were handed over to him by ONUC Accommodation. S/L Chawla asked the boy why he had come but the answer which was in French was not intelligible to him. The boy got busy with washing etc... and was still in the house when S/L Chawla left.

When S/L Chawla returned to his house at 21.45 hrs. he noticed that he had been burgled. Entry was gained by cutting the mosquito screen in the kitchen and pushing open the window.

The Military Police report states:

" The houseboy was questioned and he stated that he had arrived at the villa at 17.30 hrs to wash some clothing. He is employed at two villas and does extra work to increase his salary. At 18.00 hrs. he left after making sure all doors and windows were locked. He was certain that the kitchen window was locked. He states that S/L Chawla was in his bedroom when he left. He is in possession of a key to the re-entrance. The residence of the houseboy was searched with negative results. "

The Military Police report further states: " On 21 JAN 62 I questioned S/L Chawla and learned that the theft occurred between 18.30 and 21.00 hrs. 20 JAN 62. He states that his houseboy arrived at the villa at 17.30 hrs and departed at 18.00 hrs. On 22 JAN 62 S/L Chawla was again interviewed and at this time Chawla changed his original statement that the houseboy had left at 18.00 hrs. and now states that the houseboy was still in the villa when he departed for Léopoldville. "

The claim is as follows :

1 Suitcase white	1958	\$	22.-
1 Summer suit brown	1959	\$	50.-
1 Swimming trunks black	1958	\$	2.-
1 Swimming cap white	1961	\$	1.-
1 tie	1961	\$	4.-
2 Shirts white	1960	\$	8.-
1 Coat of pyjama suit green	1961	\$	2.-
2 Towels	1961	\$	2.-
1 Pair of cotton trousers beige	1959	\$	3.-
			<hr/>
		\$	94.-
	(1 Pair of spectacles)		
	(\$ 4.-)		

MR RIVOLA, S. (WHO)

During the night 23 - 24 December 1961, the house at 182 Avenue du Plateau, Léopoldville, occupied by Mr and Mrs Rivola was burgled. At the time of the burglary the occupants of the house were asleep and heard nothing.

Entry must have been gained through using false keys. Mr Rivola immediately changed the locks. A few days later he discovered two additional attempts to break-in which left marks on the locks.

All the stolen items were located in the living room and in the laundry room.

The ONUC Security report states that a detailed list of the stolen property was forwarded to the Congolese Police and the Nigerian C.I.D.

The claim is as follows:

<u>Item</u>	<u>Value</u>	<u>Date of Purchase</u>
1 Tergal raincoat	450 N.F.	Beginning of 1961
1 pair of men's shoes	85 N.F.	January 1961
1 leather travelling kit (razors etc.)	270 N.F.	Beginning of 2 1961
1 Lizard-skin wallet	55 N.F.	End of 1960
1 pair of prescription spectacles, mounted with rolled gold (in the pocket of the raincoat)	220 N.F.	" " "
2 men's woollen suits (at 650 each)	1,300 N.F.	Beginning of 1961
1 Silk dress	450 N.F.	May 1961
1 lace dress	300 N.F.	" "
1 White shirt	40 N.F.	
1 Vögtlander camera	1,100 N.F.	End of 1960
	<u>4,280</u>	

The wallet contained:

1,500 G.F. plus some small change
\$10.

CHOWDHURY, P. K. Roy (Major - Indian Signal Unit)

As Major Chowdhury and his Company were approaching Radio Katanga at approximately 19.30 hours on 13 September 1961, in order to establish the position of the transmitting equipment, they came under heavy machine gun fire and were obliged to take cover. To defend themselves the Company was obliged to fire two rounds of 106 mortars. As a result of the back blast Major Chowdhury had his formation sign and army titles blown off. After getting into ~~the~~ the Katanga installation he discovered his arm had been injured and that the watch was missing. The site where the mortars had been fired was searched but as the area was covered with glass and debris the watch was not found.

A Board of Inquiry was assembled on 23 November 1961 to investigate the circumstances under which the watch had been lost. The Court recommended that having full regard of the circumstances Major Chowdhury should be fully compensated for the loss of this watch. The Commanding Officer, Katanga Command, concurs with the opinion of the Court and recommends compensation in accordance with the CRUC rules.

RSB

The claim is as follows:

<u>Item</u>	<u>Date of purchase</u>	<u>Value</u>
1 Watch, Rolex, Oyster	January 1961	Indian Rs 550.00

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JOHNSON, Edward - 813 Diversey Parkway
Chicago, 14 (Illinois)

Mr Johnson was appointed by New York Headquarters with a fixed term appointment for 3 months. He was the Chief of the mortuary service at ONUC Hospital, Leopoldville.

Mr Johnson went to Kindu on 22 February to bring back the corpses of the 13 Italian aircrew men.

After completing his duty, he had to destroy his personal clothing which he wore during the operation.

The claim is as follows:

<u>Item</u>	<u>Value</u>
	8
Shoes	8.50
Underwear	3.00
Stockings	1.50
Trousers	5.00
Shirt	4.00
Belt	2.50
Handkerchiefs	1.00
Apron	3.00
	<hr/>
Total	\$28.50
	<hr/>

FAXHOLM, H. (W/O.2 - Danish - Movement Control
I.C. 41744)
JENSEN, H. (W/O.1 - Danish - Movement Control
I.C. 41143)

On 21 December 1961 between 19.00 - 22.00 hours, the CHOC owned villa at 312 Avenue Godefrid, Limbe, Leopoldville, occupied by W/O.2 Faxholm and W/O.1 Jensen, was burgled.

At the time of the burglary both men were on duty as Movement Control N°311.

The Military Police report states that: "Entry was gained by ripping the insect screen and removing the bottom pane of glass from the window of the bedroom which is occupied by W/O.2 Faxholm and W/O.1 Jensen. As the bedroom door was locked, the thief did not enter any part of the house.

The claims are as follows:

<u>W/O.2 H. Faxholm</u>	<u>Item</u>	<u>Date of purchase</u>	<u>Value</u>
21	undershirts, Jockey	12 in 1960 and 11 in November 1961	31.50
22	underpants, Jockey	10 in 1960 and 11 in 1961	31.50
11	khaki shirts, Vantec	3 in 1959 and 6 in 1961	73.00
4	pairs of socks	1961	5.00
3	" " " " " " " "	1961	3.00
5	pairs of socks, div.	1960	5.00
3	pairs of shorts, khaki	1961	9.50
1	pair of shorts, white	1961	3.50
1	T-shirt, yellow	1961	1.50
1	shirts, light blue	1961	3.50
1	shirt, straw-yellow	1961	6.00
1	shirt, light grey	1959	5.00
1	suit of clothes, brown	1961	60.00
1	suit of clothes, grey	1958	48.00
1	suit of pair of trousers, light grey	1961	5.50
1	sl. shaver, Remington	1960	13.50
1	pocket book	1961	4.50
5	handkerchiefs, white	1961	2.50
5	handkerchiefs, khaki	1961	2.50
1	hairbrush	1961	1.00
5	towels, green	1961	4.50
1	alarm clock	1961	3.00
4	moving films, Kodak	1961	13.50
1	pair shoes, brown	1961	14.50

Carried forward 152.50

<u>Item</u>	<u>Date of purchase</u>	<u>Value</u>
	Brought forward	362.50
1 Parker pen	1961	7.50
	TOTAL	370.00

plus 2,500 B. frs in the pocket-book

W/O R. Jensen

1 Battle dress, khaki	September 1961	34.00
1 Raincoat, khaki	"	23.00
1 pair Army boots	"	13.00
1 pair Army rubber boots	"	8.00
1 jacket, khaki		
10 Regimental signs	August 1960	1.00
3 pairs khaki shorts	August 1961	12.00
4 shirts khaki	May 1961	40.00
5 civilian shirts	February 1961	58.00
5 under shirts	February 1961	10.00
5 underpants	"	10.00
1 pair brown shoes	September 1961	13.00
1 gray suit	May 1961	70.00
1 pair dark gray pants	February 1961	30.00
1 blue jacket	February 1961	35.00
5 green towels	September 1961	10.00
2 pairs of socks	November 1961	10.00
1 black Parker fountain pen	November 1961	15.00
1 lighter	November 1961	1.00
	TOTAL	3390.00

TARRAKEM, M. (Major - Ethiopian Liaison Officer)

On 18 January 1962, Major Tarrakegn boarded a U.N. aircraft at B'ajili airport for Stanleyville on his way to Ethiopia on a temporary official mission. He handed over to Movement Control B'ajili, three pieces of luggage for which he received ticket tags. When arriving at Stanleyville where Major Tarrakegn had to board an Ethiopian plane only two pieces of luggage were delivered to him. The third one could not be found. Major Tarrakegn immediately informed Movement Control Officer and the Air Administrative Officer in Stanleyville to whom he handed over the ticket tag No. 6165 of the missing luggage. A cable exchange between Stanleyville/Léopoldville/Congoleville took place. The Acting Chief Movement Control Officer informed Major Tarrakegn on 23 March 1962 that "In spite of all efforts we made to trace the missing bag we failed to find it. Inquiries revealed that the bag was not found in any station where the aircraft touched."

Major Tarrakegn draws ^{du} special attention to the fact that he was on official duty mission on an official U.N. plane and that there is no negligence from his side. He insists to get compensated in full for the losses he sustained.

The claim is as follows:

<u>Items</u>	<u>Date of purchase</u>	<u>Value</u>
6 Ivory Heads		14,000 C.Fr.
3 watches (Sedco)		10,900 C.Fr.
Gold ring (Brassville)		22,000 C.Fr.
Gold Bracelet (Brassville)		3140
38 calibre pistol (Special Smiths)		3110
Various perfumes		5,000 C.Fr.
4 suits (new) 330 each	12.12.61	3200
2 pairs pyjamas (new) (195 C.F. each)	November '61	390 C.Fr.
Photo-lens (Leica telephoto)	November '61	5120 (approx.)
Shaving kit	November '61	130
2 shirts (new) (1,600 C.Fr. each)	December '61	3,200 C.Fr.
Travelling Bag	December '61	930