

Administrative Files

3/3

Contracts

c/ADM/610-Contracts, Leases, and Agreements (2)

16/06/1961-30/06/1962

PLEASE RETAIN  
ORIGINAL ORDER

DECLASSIFIED

UN ARCHIVES

SERIES S-0731

BOX 12

FILE 1

ACC. DAG-13/1.6.60



17 January

2

Mr. B. Grunzweig, Deputy CAO  
C. Taff, Assistant Legal Adviser  
Cinquantenaire Building

I am transmitting herewith for your consideration a draft of a letter which I propose should be sent to the Cinquantenaire Building. Your comments will be appreciated.

I call your attention to the fact that this letter has been drafted pursuant to the provisions of Section "C" article 10 of the Status Agreement. You will also be particularly interested in noting that under the terms of this Section, third party cannot sue an international staff member even though the matter giving rise to the dispute does not relate to his official duties. These provisions will apply provided the staff member concerned requests that the dispute be submitted to arbitration.

I discussed this afternoon with Mr. Cafferelli (the local attorney with whom I have been discussing the Cinquantenaire dispute) the subject of arbitrating this affair and he told me that the arbitration procedures might take as long as two years. Of course this was said in jest, but he does seriously think that the arbitration would extend over a relatively long period of time.

CT /mb



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CT /mb



Cinquantenaire Building  
Apt. 26


LEOPOLDVILLE, -17 Janvier 1962

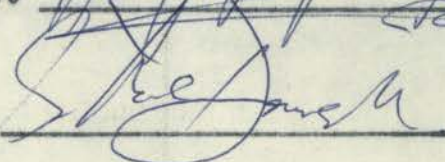
A: L'Administration du Cinquantenaire Building =


CONCERNE: Contrat de location Appartement N°. 26 - 7e étage.

Votre lettre du 30 Décembre 1961 traitant de l'appartement en rubrique a été soigneusement étudiée. Je suis chargé de vous informer que la requête contenue dans votre lettre relative à une indemnité de 1000 francs belges par jour est une violation flagrante de la loi des changes du Gouvernement. Compte tenu de ceci et pour d'autres raisons que je suis prêt à soumettre aux autorités compétentes si les conditions l'exigent, votre requête ayant rapport à la libération de l'appartement prévue pour le 31 Janvier 1962 doit être considérée comme nulle et non avenue.

Bien que je considère comme illégaux les termes de votre lettre du 30 Décembre 1961, je suis prêt à discuter cette question avec vous dans le but de parvenir à un règlement équitable et amical de cette affaire.

W. Appelquist 

G. McDowell 

L. Nassa 

Copy for Mr. Taff, Room 630 ✓





INTER-OFFICE MEMORANDUM

18 January 1962

A: Mr. S. Habib Ahmed, Chief Administrative Officer  
DE: B. Grunzweig, Deputy Chief Administrative Officer  
OBJET: Cinquantenaire Building

Mr. Taff has drafted the attached note from me to the landlord of the Cinquantenaire. If you agree, I will dispatch this letter and discuss the matter with the agent of the building, unless you have different views in the light of our presentations to the Ministry of Foreign Affairs.

We are also advising staff members to write individual letters to the landlord objecting to the notice of eviction received by them.

No objection  
to our writing  
to the landlord  
as suggested  
by Z et al.  
2871

passed 19/1/62  
PSZ



ORGANISATION DES NATIONS UNIES  
AU CONGO



UNITED NATIONS ORGANIZATION  
IN THE CONGO

BOITE POSTALE 7248  
LEOPOLDVILLE  
REPUBLIQUE DU CONGO  
CABLE : ONUC LEOPOLDVILLE

INTER - OFFICE MEMORANDUM

17 January 1962

A : Mr. B. Grunzweig, Deputy CAO  
De : C. Taff, Assistant Legal Adviser  
Objet : Cinquantenaire Building

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I call your attention to the fact that this letter has been drafted pursuant to the provisions of Section "C" article 10 of the Status Agreement. You will also be particularly interested in noting that under the terms of this Section, a third party cannot sue an international staff member even though the matter giving rise to the dispute does not relate to his official duties. These provisions will apply provided the staff member concerned requests that the dispute be submitted to arbitration.

I discussed this afternoon with Mr. Cafferelli (the local attorney with whom I have been discussing the Cinquantenaire dispute) the subject of arbitrating this affair and he told me that the arbitration procedures might take as long as two years. Of course this was said in jest, but he does seriously think that the arbitration would extend over a relatively long period of time.

CT /mb



DRAFT

I wish to advise you that your letters of 30 December 1961 to certain officials of this Organization requesting them to vacate their apartments in the Cinquantenaire Building by 31 January 1962 have been brought to my attention.

On 27 November 1961 the United Nations and the Republic of the Congo entered into an agreement dealing with the status of ONUC and its personnel in the Congo. This agreement provides that where proof of civil liability exists on the part of an official which is not related to his official duties, the United Nations shall use its good offices to assist the parties in arriving at a settlement.

In accordance with this provision, I herewith advise you that ONUC is prepared to intercede in the dispute that has arisen to assist in effecting an amicable settlement. I invite you to come to my office, room.....<sup>610</sup> at the Royal Building on Tuesday, 23 January, at 10.00 hours, to discuss this matter. If this time is not convenient to you, I shall be glad to arrange another appointment at your request.

B. Grunzweig  
Deputy Chief Administrative Officer

M. BUISSERET

CGrunzweig  
R. Grundall acc.  
1871



DRAFT

Concerns : Contrat de location Appartement No 26 - 7ème étage .

Your letter of 30 December, 1961, dealing with subject apartment has been very carefully studied. I am instructed to advise you that the request contained in your letter for an indemnity of 1000 Belgian francs per day is in flagrant violation of the currency laws of the Government. In view of this fact, and for other reasons which I am prepared to present to the proper authorities if conditions so require, I must consider your request to vacate the apartment by 31 January, 1962, as null and void .

While I thus consider the terms of 30 December 1961 to be illegal, I am prepared to discuss the matter with you with the view to effecting an equitable and amicable settlement of the issue .

CT/sl



DRAFT

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Your letter of 30 December, 1961, dealing with subject apartment has been very carefully studied. I am instructed to advise you that the request contained in your letter for an indemnity of 1000 Belgian francs per day is in flagrant violation of the currency laws of the Government. In view of this fact, and for other reasons which I am prepared to present to the proper authorities if conditions so require, I must consider your request to vacate the apartment by 31 January, 1962, as null and void .

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CT/sl



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While I thus consider the terms of 30 December 1961 to be illegal, I am prepared to discuss the matter with you with the view to effecting an equitable and amicable settlement of the issue .

OT/al



Léopoldville  
le 17 Janvier 1962

CONCERNE: Contrat de location appartement No. 9 - 3eme etage.

Monsieur,

Votre lettre du 30 decembre 1961 traitant de l'appartement en rubrique a été soigneusement étudiée. Je suis chargé de vous informer que la requête contenue dans votre lettre relative à une indemnité de 1000 francs belges par jour est une violation flagrante de la loi des changes du Gouvernement. Compte tenu de ceci et pour d'autres raisons que je suis prêt à soumettre aux autorités compétentes si les conditions l'exigent, votre requête ayant rapport à la libération de l'appartement prévue pour le 31 janvier 1962 doit être considérée comme nulle et non avenue.

Bien que je considère comme illégaux les termes de votre lettre du 30 décembre 1961, je suis prêt à discuter cette question avec vous dans le but de parvenir à un règlement équitable et amical de cette affaire.

Veuillez agréer, Monsieur, l'assurance de mes sentiments distingués.

Mary Tabachnick  
appt. 9 - 3eme etage

M. Buisseret  
Gerant de l'Immeuble  
Cinquantenaire  
Place Braconnier  
Léopoldville

cc: C. Taff, Rm 630 ✓



CLADM 510

Xuf clom 512 (1) Cml

Léopoldville, le 4 janvier 1962

Monsieur le Ministre,

J'ai l'honneur d'appeler votre attention sur les graves difficultés qu'éprouve l'ONUC depuis plusieurs semaines à loger son personnel civil et militaire à Léopoldville.

Les membres du personnel de l'ONUC qui ont pris des dispositions à titre privé pour la location de logements ont, eux aussi, des difficultés à faire renouveler leur bail et les fonctionnaires nouvellement recrutés par les Nations Unies pour renforcer l'administration des opérations de l'ONUC et pour fournir une assistance technique au Gouvernement congolais dans le cadre du programme d'Opérations civiles ont la plus grande difficulté à trouver à se loger à Léopoldville.

Il vient d'être porté à notre attention que le gérant de l'immeuble du Cinquantenaire a adressé à un certain nombre de fonctionnaires de l'ONUC qui y habitent un avis d'avoir à vider les lieux le 31 janvier 1962 au plus tard, faute de quoi ils devront verser une indemnité de 1.000 francs belges par jour. Veuillez trouver ci-joint, pour votre information, photocopie de l'avis en question.

Vous vous souviendrez que dans ma note verbale du 20 octobre 1961, je disais que, prenant en considération les besoins du Gouvernement de la République du Congo, j'étais disposé à remettre à sa disposition l'un des cinq immeubles de l'Hippodrome qu'il nous avait loués. L'immeuble Sambre a été complètement libéré en octobre 1961 ; les appartements de cet immeuble n'ont pas encore été attribués par le Gouvernement aux membres du personnel enseignant pour lesquels il les avait demandés.

Vous comprendrez que si les Nations Unies sont dans l'impossibilité de loger convenablement le personnel de l'Organisation, cela ne manquera pas d'avoir des répercussions fâcheuses sur les opérations de l'ONUC. Dans ces conditions, je serais extrêmement reconnaissant au Gouvernement de vouloir bien accepter les propositions suivantes destinées à améliorer la situation actuelle :

- a) L'immeuble de l'Hippodrome qui a été restitué au Gouvernement serait remis à la disposition de l'ONUC ;
- b) L'ancien Palace Hotel, actuellement inhabité, qui appartient au Gouvernement serait attribué à l'ONUC moyennant un loyer raisonnable. L'ONUC se chargerait de le meubler.

En attendant que de nouvelles négociations s'engagent entre l'ONUC et les propriétaires qui ont signifié leur congé à l'ONUC ou à ses fonctionnaires civils, je me propose de vous prier de vouloir bien étudier quelles mesures le Gouvernement serait disposé à prendre pour faciliter la prolongation des baux en cause jusqu'à ce que d'autres dispositions puissent être prises pour loger convenablement les locataires.

Je vous prie, Monsieur le Ministre, d'accepter l'assurance de ma très haute considération.

Le Chargé de la Mission des Nations Unies  
au Congo,

S. Linnar

Monsieur Justin NOMBOKO  
Ministre des affaires étrangères  
Gouvernement de la République du Congo  
Léopoldville



4 January 1962

*file*

DRAFT

Sir,

I have the honour to invite your attention to the fact that in recent weeks ONUC has been faced with serious difficulties in finding accommodation for its military and civilian personnel in Leopoldville.

Staff members of ONUC who have made private arrangements for renting their accommodation have also been experiencing difficulties in renewing their current leases and new staff members recruited by the United Nations for administrative support of ONUC operations and for the provision of technical assistance to the Government under the Civilian Operations programme have been similarly encountering serious difficulties in obtaining residential accommodation in Leopoldville.

Our attention has just now been drawn to a notice issued by the management of the Cinquantenaire to a number of ONUC staff members who are at present residing in that building advising them to vacate their lodgings not later than 31 January 1962. The notice states that in the event of failure on their part to vacate the lodgings by that date they will be required to pay an indemnity of 1,000 Belgian Francs per day. We enclose a photocopy of the notice referred to above for your perusal.

It will be recalled that in my <sup>note verbale</sup> ~~communication~~ dated 20 Oct. 1961<sup>1</sup> stated that in consideration of the needs of the Government of the Republic of Congo, I was prepared to hand over one of the five Hippodrome buildings which had been previously leased to us by the Government. The handing-over of the building called 'Sambre' was completed during October 1961. The apartments in the said building have not however yet been allotted by the Government to the teachers for whom it was ~~request~~ requested.

It will be appreciated that the inability of the United Nations to accommodate its personnel adequately would have an adverse effect upon ONUC's operations. Under the circumstances I would be most grateful if the Government would kindly agree to the following immediate measures to ameliorate the present situation:

- (a) that the Hippodrome Building which we have recently handed over to the Government be returned to ONUC;
- (b) that the ex-Palace Hotel building presently lying unused which is the property of the Government be allotted to ONUC at a reasonable rental. ONUC will make arrangements for the furnishing of this building.

~~2~~ Pending the development of further negotiations between ONUC and the landlords who have served notice upon ONUC or its civilian staff members to vacate their lodgings presently leased by them, I intend to request your consideration of measures which the Government may wish to take to facilitate the extension of such leases till such time as adequate substitute arrangements have been made.

~~Accept; Sir, the assurances of my highest consideration.~~

Accept; Sir, the assurances of my highest consideration.

Mr. Bomboko  
Minister of External Affairs  
Government of the Republic of Congo  
Leopoldville

S. Linner  
Officer-in-Charge



ORGANISATION DES NATIONS UNIES  
AU CONGO



UNITED NATIONS ORGANIZATION  
IN THE CONGO

BOITE POSTALE 7248  
LEOPOLDVILLE  
REPUBLIQUE DU CONGO  
CABLE : ONUC LEOPOLDVILLE

INTER - OFFICE MEMORANDUM

2 January 1962

A : Mr. S. Habib Ahmed, Chief Administrative Officer  
De : R. Grunzweig, Deputy Chief Administrative Officer  
Objet : Building Le Cinquantenaire

1. As I informed you this morning, various staff members who have accommodation in the above building have informed me that on 31 December 1961 they received notice to vacate their accommodations not later than 31 January 1962. In the event the apartments are not vacated by that date, penalties amounting to 1,000 Belgian francs per day will be payable for continued occupancy.

..... 2. For your information I attach a photostatic copy of a typical cancellation letter which was submitted. I have referred the matter to the Legal Adviser for his views and urgent advice and will keep you informed when a reply has been received.

3. According to preliminary information available to me, there may be some twenty or more staff members affected by this move. I have, however, asked the Office of Personnel to make a quick survey to see how many staff members are living in the Cinquantenaire. As you know, Mr. and Mrs. Rossborough just moved in last week.

4. I wonder whether you would consider it advisable to make representations to the Ministry of Foreign Affairs with reference to the Status Agreement since obviously the work of ONUC will be seriously impaired if staff members are given notice en bloc since the present housing situation makes it practically impossible to find suitable accommodations in a hurry.

5. The above could be considered in the light of your instructions of last Saturday to Mr. Hazou to prepare a suitable submission to the Congolese Government regarding the Palace Hotel.

Léopoldville, le 30 Décembre 1961.-

Concerne : CONTRAT DE LOCATION APPARTEMENT N°26-7è ETAGE.-

J'ai le regret de vous informer que je mets fin par la présente au contrat de location pour l'appartement que vous occupez au building "Le Cinquantenaire".-

Vous aurez donc l'obligation de quitter les lieux au plus tard le 31 janvier 1962.-

Au cas où vous n'auriez pas quitté les lieux pour cette date, je vous signale que, en vertu de l'article n°2, le preneur n'évacuant pas les lieux loués devant au bailleur une indemnité de 1.000 Frs belges par jour de retard apporté à son départ, sans préjudice de tous autres droits.-

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

Vu pour réception conforme,

(s) BUISSET M.-

Reçu 17 jan 1962  
EF.



cc: M. P. Hazou, Chef des  
Services généraux  
Section du logement

*Taff.*  
*morge*

Le 9 janvier

2

Monsieur le Ministre,

Comme suite à ma lettre du 4 janvier concernant les difficultés que nous éprouvons à loger l'ONUC et son personnel civil, j'ai l'honneur de soumettre à votre attention copie des avis de congé reçus du gérant du Cinquantenaire par quatre membres du personnel civil de l'ONUC.

Je vous serais extrêmement reconnaissant de vouloir bien me confirmer que les employés de l'ONUC ne seront pas tenus de quitter les appartements qu'ils occupent au Cinquantenaire dans les conditions fixées par ces avis.

Je vous prie d'agréer, Monsieur le Ministre, les assurances de ma haute considération.

Le Chargé de la Mission des Nations Unies  
au Congo

S. Linner

Monsieur Justin Bomboko  
Ministre des affaires étrangères

*Reçu 13 Jan 1962*  
*es.*



②

③

will be ~~removed~~

Cinquanteine Apartments:

Apt 9 - Mr. Paluch - ~~Care~~

Apt. 10 - Giselle du Roy - <sup>X 49</sup> Paradis - ~~Wier~~ Capon → Friday, 12 January  
at 12 noon

Apt. 26 - S. Mrs. Dorell - Maj W. Applechrist

Apt. 34 - Mr. Mills, ~~for~~ Trudeguy - R. KILSOIL

Apt. 48 - Mr. J. Seldin



12 January

2

Mr. S. Habib Ahmed , Chief Administrative Officer  
Mr. C. Taff , Assistant Legal Adviser  
Cinquantenaire Building .

1. I have studied very carefully your memorandum of 10 January, 1962, and am fully in agreement with the view that the primary function of the Legal Adviser is in the last analysis the practical one of assisting the Administration in resolving the difficulties it faces in connection with the Cinquantenaire building .
2. To a large extent, I think that a misunderstanding has arisen due to the lack of complete clarity and to the brevity of my memorandum of 6 January, 1962,. My basic intent in that memorandum was to indicate that the Status Agreement offered no assistance whatever to the staff and that our best hope for a solution by the deadline of 31 January, 1961, rested in a high level " political" approach . It is with this thought in mind that I wrote the last sentence which reads " I understand that Mr. Ahmed has discussed this matter of the eviction of our personnel with Dr. Linner, who plans to take it up with Mr. Adoula ".
3. Mr. Marcella and I had in mind and had discussed, the steps that the Administration might take if the approach to the Government did not prove successful. We thought it best, however, to refrain from discussing the matter with you, until the Government replied to Dr. Linner. In view of your memorandum, however, we think it necessary to take up this matter at this time.
4. We plan to request the Minister of Economic Affairs of the Province of Leopoldville to accept and promulgate a decree requiring at least 6 months before a tenant can be evicted. A copy of the decree I have prepared is attached hereto.
5. I have studied the Congolese law on the subject and discussed the matter with Mr. Gafferelli, a prominent local attorney ( he represents our insurance company "La Paix " ) , and we are both agreed that the law empowers the Cinquantenaire to evict our staff. Therefore, the best that we can hope for is to persuade or, if necessary, compel the management to postpone the threatened evictions.

notice



6. Subject to your approval , I shall draft a letter on behalf of and in the name of the staff concerned advising the Cinquantenaire that we (that is, the tenants concerned ) consider their notice to vacate as null and void since it demands payment in Belgian francs, which is patently illegal, if the notice is not complied with. While I do not consider my argument to be legally valid, I do think it may aid us in our negotiations.

7. If Cinquantenaire refuses to grant a reasonable delay- say, until 31 March, I propose that our staff refuse to vacate the premises on or before 31 January, 1962. Mr. Gaffierelli assured me that if Cinquantenaire sues, our staff shall gain an extension of about one month, at a relatively low cost. His fee will amount to about 1000 CF per case ( it will vary with the number of cases ) and that the damages, if any, payable to Cinquantenaire will be nominal .

cc Mr. Grunsweig

CF/sl



LOI HAITIENNE DU 10 MAI 1948 SUR LES LOYERS.

Vu la crise du logement conséquence de l'augmentation de la population flottante dans les grandes villes de la République principalement à Port - au Prince.

Etant donné qu'il a été observé un ralentissement considérable du rythme de construction de nouveaux logements.

Considérant qu'il incombe aux pouvoirs publics de protéger les locataires contre les ambitions des propriétaires qui exploitent illicitement la crise actuelle des loyers.

Sur le rapport des ministères de l'intérieur et des Finances, le conseil des ministres a proposé, et le corps législatif a voté la loi suivante:

- Article 1.- Tout locataire qui aurait exécuté ses obligations locatives, a droit à un congé de location.
- Article 2.- Le congé de location accordera un délai variant de 1 à 3 ans si l'immeuble est simplement affecté au logement et de 2 à 5 ans si au contraire l'immeuble sert à une exploitation commerciale ou industrielle, le tout étant laissé à l'appréciation du juge qui statuera suivant les principes de l'équité.
- Article 3.- L'action en congé de location sera introduite par devant le tribunal de paix si le montant des loyers n'excèdent pas 1000 gourdes et devant le tribunal civil si le quantum dépasse 1000 gourdes.
- Article 4.- Le tribunal saisi de la demande en congé de location, entendra l'affaire et statuera sans remise ni tour de rôle.
- Article 5.- Le jugement qui en sortira sera exécutoire sans provision nonobstant appel, opposition ou pourvoi en cassation.
- Article 6.- Le bénéfice du congé n'est accordé qu'aux locataires de bonne foi ayant accompli régulièrement leurs obligations locatives.
- Article 7.- Le non paiement des loyers pendant un seul mois et suivant la forme prévue par le contrat de location, fait perdre au locataire le bénéfice du congé et le juge donnera la résiliation du contrat de location et le déguerpissement du locataire qui n'aura pas satisfait dans les 48 heures à une mise en demeure de payer les loyers.



Article 8.- Toute action en résiliation, ou en déguerpissement consécutive au refus du locataire d'augmenter les loyers, sera nulle et irrecevable si le locataire prouve que cette demande lui a été faite par écrit.

Article 9.- Si le propriétaire refuse de recevoir les loyers, le locataire est autorisé à faire, par exploit, d'huissier, un offre réel au bailleur suivi de consignation au Greffe du Tribunal compétent.

L'offre réel tient lieu de paiement et copie de l'exploit sera considéré comme bonne et valable quittance.

Article 10. La présente loi n'apporte aucune dérogation aux articles 1080, 1081.....du code civil d'Haïti.

Article 11. Toute convention ~~ou~~ contrat est nul quant aux clauses ou dispositions contraires à la présente loi.

Article 12. Cette loi abroge toutes les lois, arrêtés, dispositions de loi qui lui sont contraires.

Donné au Palais législatif, le .....

Le Président de la République ordonne que cette loi soit revêtue du sceau de la République et rendue exécutoire dans toute l'étendue du pays à partir du jour de sa publication.



LE MINISTRE PROVINCIAL DES AFFAIRES  
ECONOMIQUES ET DES CLASSES MOYENNES

Vu la Loi fondamentale du 19 mai 1960 sur les structures du Congo :

Vu la crise du logement qui existe dans la ville de Léopoldville :

Vu le ralentissement considérable du rythme de construction de nouveaux logements :

Vu l'urgence :

Arrête :

Article I

Tout locataire qui aurait exécuté ses obligations locatives, a droit à un congé de location.

Article II

Le congé de location accordera un délai de six mois .

AU MOINS

^

Article III

Le bénéfice du congé n'est accordé qu'aux locataires de bonne foi ayant accompli régulièrement leurs obligations locatives .

Article IV

Le non paiement des loyers pendant un seul mois et suivant la forme prévue par le contrat de location, fait perdre au locataire le bénéfice du congé et le juge ordonnera la résiliation du contrat de location et le déguerpissement du locataire qui n'aura pas satisfait dans les 48 heures à une mise en demeure de payer les loyers.

Article V

Les termes de cet arrêté s'appliqueront à tous les immeubles ou parties d'immeubles d'habitation dans toute l'étendue de la ville de Léopoldville .

Article VI

Le présent arrêté entrera en vigueur le jour de son affichage .

Léopoldville le                      janvier 1962

Pour le Ministre  
Le Chef de Cabinet  
C. Makwim



THE HAITIAN LAW OF 10 MAY 1948 REGARDING RENTS

In view of the housing crisis caused by the increase in the floating population in the large towns of the Republic, mainly Port-Au-Prince,

Seeing that a considerable drop has been observed in the rate of new house-building,

Considering that it is the duty of the public authorities to protect tenants against the ambition of landlords illicitly exploiting the present housing crisis, and

In view of the report of the Ministers of the Interior and Finance,

The Cabinet has proposed and the Legislative body has voted the following law:

- Article 1. Any tenant who has duly met his obligations towards his landlord shall be entitled to receive notice to quit.
- Article 2. The period of such notice shall vary from 1 to 3 years if the premises are used merely for accommodation and from 2 to 5 years if they are used for commercial or industrial operations, the entire question being at the option of the Judge, who shall decide according to the principles of equity.
- Article 3. An action for notice to quit shall be brought before the Justice of the Peace if the rent does not exceed 1,000 Gourdes and before the Civil Court if the rent exceeds 1,000 Gourdes.
- Article 4. The Court dealing with the action shall hear the cause and shall pronounce judgment without delay, dealing with the cause as a matter of priority.
- Article 5. The judgment shall be enforceable and non-provisional notwithstanding any appeal, plea for stay of judgment, or appeal to the Cour de Cassation to have the decision set aside and a new trial ordered.

.../



Article 6. Any bona fide tenant who has regularly met his obligations towards his landlord shall be entitled to such notice.

Article 7. If a tenant does not pay the rent for even a single month in ~~accordance with~~ the form provided for by the rental agreement he shall forfeit his entitlement to such notice and the Judge shall order the cancellation of the rental agreement and the eviction of the tenant, if he does not satisfy legal notice to pay the rent within 48 hours.

Article 8. Any action for notice to quit or for eviction consequent on the refusal of a tenant to pay an increased rent shall be null and void if the tenant proves that such a demand was made to him in writing.

Article 9. If the landlord refuses to receive the rent, the tenant shall be authorized to make, by Writ, tender to the Lessor following the deposit of the sum with the Registrar of the competent Court.

Such tender shall be in lieu of payment and a copy of the Writ shall be considered as a fully valid receipt.

Article 10. Nothing in the present law shall derogate from Articles 1080 and 1081 of the Haitian Civil Code.

Article 11. Any agreement or contract shall be null and void in so far as it contains clauses or provisions contrary to this law.

Article 12. This law abrogates all laws, decrees, provisions of law contrary to it.

Given at the Legislative Place, .....<sup>a</sup>

The President of the Republic orders that the Seal of the Republic be affixed to this law, which shall be made enforceable throughout the country as from the day of its promulgation.



DRAFT

Concerne : Contrat de location Appartement No 26 - 7<sup>ème</sup> étage .

Your letter of 30 December, 1961, dealing with subject apartment has been very carefully studied. I am instructed to advise you that the request contained in your letter for an indemnity of 1000 Belgian francs per day is in flagrant violation of the currency laws of the Government. In view of this fact, and for other reasons which I am prepared to present to the proper authorities if conditions so require, I must consider your request to vacate the apartment by 31 January, 1962, as null and void .

While I thus consider the terms of 30 December 1961 to be illegal, I am prepared to discuss the matter with you with the view to effecting an equitable and amicable settlement of the issue .



17 January

2

Mr. B. Grunswieg, Deputy CAO  
C. Taff, Assistant Legal Adviser  
Cinquantenaire Building

I am transmitting herewith for your consideration a draft of a letter which I propose should be sent to the Cinquantenaire Building. Your comments will be appreciated.

I call your attention to the fact that this letter has been drafted pursuant to the provisions of Section "C" article 10 of the Status Agreement. You will also be particularly interested in noting that under the terms of this Section, third party cannot sue an international staff member even though the matter giving rise to the dispute does not relate to his official duties. These provisions will apply provided the staff member concerned requests that the dispute be submitted to arbitration.

I discussed this afternoon with Mr. Cafferelli (the local attorney with whom I have been discussing the Cinquantenaire dispute) the subject of arbitrating this affair and he told me that the arbitration procedures might take as long as two years. Of course this was said in jest, but he does seriously think that the arbitration would extend over a relatively long period of time.

CT /nb



16 January

2

To : Mr. S. Habib Ahmed, Chief Administrative Officer  
From : C. Taff, Assistant Legal Adviser  
Subject : Cinquantenaire Building.

1. With reference to my memorandum of 12 January , 1962, I am transmitting herewith for your review a draft of a letter which I suggest be sent to the Cinquantenaire Management by the staff members concerned in response to their letter of 30 December, 1961, requesting them to vacate their apartments. It seems to me that, whatever the final form of letter that might be agreed upon, it should be sent to the Cinquantenaire without delay. This would allow approximately two weeks for negotiation which may not from to be excessive .

2. I would be grateful if we could have your authorization to proceed at once to take up with the Provincial Minister of Economic Affairs the draft decree that was transmitted with my memorandum to you of 12 January, 1962.

cc: Mr. Grunzweig

CT/sl



ORGANISATION DES NATIONS UNIES  
AU CONGO



UNITED NATIONS ORGANIZATION  
IN THE CONGO

BOITE POSTALE 7248  
LEOPOLDVILLE  
REPUBLIQUE DU CONGO  
CABLE : ONUC LEOPOLDVILLE

INTER - OFFICE MEMORANDUM

16 January 1962

To : Mr. C. Taff, Assistant Legal Adviser  
From : S. Habib Ahmed, Chief Administrative Officer  
Subject : Cinquantenaire Building

.....  
1. Thank you for your attached memo. It seems to me that we may have to take recourse eventually to the proposal to approach the Provincial Government to pass the kind of Decree attached to your memo.

2. However I am surprised that the Status Agreement does not give us the basis to seek immunities for our staff from Court litigation on their lodging arrangements. Is there any way by which the Central Government could prevent the proprietors from evicting our staff?

3. I would be grateful if, in line with the representations made by Mr. Linner to the Ministry of Foreign Affairs, you could prepare a draft letter which our staff members who have received notices from Cinquantenaire might send to the proprietor claiming immunity from the execution of the notices received by them.

*Handwritten signature: Harvey*

cc: Mr. R. Grindall with all papers for follow up with Mr. Taff





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

INTER - OFFICE MEMORANDUM

12 January 1962

A : Mr. S. Habib Ahmed , Chief Administrative Officer

De : Mr. C. Taff , Assistant Legal Adviser *CS aff*

Objet : Cinquantenaire Building .

1. I have studied very carefully your memorandum of 10 January, 1962, and am fully in agreement with the view that the primary function of the Legal Adviser is in the last analysis the practical one of assisting the Administration in resolving the difficulties it faces in connection with the Cinquantenaire building .
2. To a large extent, I think that a misunderstanding has arisen due to the lack of complete clarity and to the brevity of my memorandum of 6 January, 1962,. My basic intent in that memorandum was to indicate that the Status Agreement offered no assistance whatever to the staff and that our best hope for a solution by the deadline of 31 January, 1961, rested in a high level " political" approach . It is with this thought in mind that I wrote the last sentence which reads " I understand that Mr. Ahmed has discussed this matter of the eviction of our personnel with Dr. Linner, who plans to take it up with Mr. Adoula ".
3. Mr. Marcella and I had in mind and had discussed, the steps that the Administration might take if the approach to the Government did not prove successful. We thought it best, however, to refrain from discussing the matter with you, until the Government replied to Dr. Linner. In view of your memorandum, however, we think it necessary to take up this matter at this time.
4. We plan to request the Minister of Economic Affairs of the Province of Leopoldville to accept and promulgate a decree requiring <sup>officially</sup> 6 months notice before a tenant can be evicted. A copy of the decree I have<sup>^</sup> prepared is attached hereto.
5. I have studied the Congolese law on the subject and discussed the matter with Mr. Cafferelli, a prominent local attorney ( he represents our insurance company "La Paix " ) , and we are both agreed that the law empowers the Cinquantenaire to evict our staff. Therefore, the best that we can hope for is to persuade or, if necessary, compel the management to postpone the threatened evictions.



6. Subject to your approval , I shall draft a letter on behalf of and in the name of the staff concerned advising the Cinquantenaire that we (that is, the tenants concerned ) consider their notice to vacate as null and void since it demands payment in Belgian francs, which is patently illegal, if the notice is not complied with. While I do not consider my argument to be legally valid, I do think it may aid us in our negotiations.

7. If Cinquantenaire refuses to grant a reasonable delay- say, until 31 March, I propose that our staff refuse to vacate the premises on or before 31 January, 1962. Mr. Cafferelli assured me that if Cinquantenaire sues, our staff shall gain an extension of about one month, at a relatively low cost. His fee will amount to about 1000 CF per case ( it will vary with the number of cases ) and that the damages, if any, payable to Cinquantenaire will be nominal .

cc Mr. Grunzweig

CT/sl



LE MINISTRE PROVINCIAL DES AFFAIRES  
ECONOMIQUES ET DES CLASSES MOYENNES

Vu la Loi fondamentale du 19 mai 1960 sur les structures du Congo :

Vu la crise du logement qui existe dans la ville de Léopoldville :

Vu le ralentissement considérable du rythme de construction de nouveaux logements :

Vu l'urgence :

Arrête :

Article I

Tout locataire qui aurait exécuté ses obligations locatives, a droit à un congé de location.

Article II

Le congé de location accordera un délai de six mois .

AU MOINS

A

Article III

Le bénéfice du congé n'est accordé qu'aux locataires de bonne foi ayant accompli régulièrement leurs obligations locatives .

Article IV

Le non paiement des loyers pendant un seul mois et suivant la forme prévue par le contrat de location, fait perdre au locataire le bénéfice du congé et le juge ordonnera la résiliation du contrat de location et le déguerpissement du locataire qui n'aura pas satisfait dans les 48 heures à une mise en demeure de payer les loyers.

Article V

Les termes de cet arrêté s'appliqueront à tous les immeubles ou parties d'immeubles d'habitation dans toute l'étendue de la ville de Léopoldville .

Article VI

Le présent arrêté entrera en vigueur le jour de son affichage .

Léopoldville le            janvier 1962

Pour le Ministre  
Le Chef de Cabinet  
C. Makwim



12 January

2

Mr. S. Habib Ahmed , Chief Administrative Officer  
Mr. C. Taff , Assistant Legal Adviser  
Cinquantenaire Building .

1. I have studied very carefully your memorandum of 10 January, 1962, and am fully in agreement with the view that the primary function of the Legal Adviser is in the last analysis the practical one of assisting the Administration in resolving the difficulties it faces in connection with the Cinquantenaire building .
2. To a large extent, I think that a misunderstanding has arisen due to the lack of complete clarity and to the brevity of my memorandum of 6 January, 1962,. My basic intent in that memorandum was to indicate that the Status Agreement offered no assistance whatever to the staff and that our best hope for a solution by the deadline of 31 January, 1961, rested in a high level " political" approach . It is with this thought in mind that I wrote the last sentence which reads " I understand that Mr. Ahmed has discussed this matter of the eviction of our personnel with Dr. Linner, who plans to take it up with Mr. Adoula ".
3. Mr. Marcella and I had in mind and had discussed, the steps that the Administration might take if the approach to the Government did not prove successful. We thought it best, however, to refrain from discussing the matter with you, until the Government replied to Dr. Linner. In view of your memorandum, however, we think it necessary to take up this matter at this time.
4. We plan to request the Minister of Economic Affairs of the Province of Leopoldville to accept and promulgate a decree requiring (at least 6 months notice before a tenant can be evicted. A copy of the decree I have prepared is attached hereto.
5. I have studied the Congolese law on the subject and discussed the matter with Mr. Cafferelli, a prominent local attorney ( he represents our insurance company "La Paix " ) , and we are both agreed that the law empowers the Cinquantenaire to evict our staff. Therefore, the best that we can hope for is to persuade or, if necessary, compel the management to postpone the threatened evictions.



6. Subject to your approval , I shall draft a letter on behalf of and in the name of the staff concerned advising the Cinquantenaire that we (that is, the tenants concerned ) consider their notice to vacate as null and void since it demands payment in Belgian francs, which is patently illegal, if the notice is not complied with. While I do not consider my argument to be legally valid, I do think it may aid us in our negotiations.

7. If Cinquantenaire refuses to grant a reasonable delay- say, until 31 March, I propose that our staff refuse to vacate the premises on or before 31 January, 1962. Mr. Caffarelli assured me that if Cinquantenaire sues, our staff shall gain an extension of about one month, at a relatively low cost. His fee will amount to about 1000 CF per case ( it will vary with the number of cases ) and that the damages, if any, payable to Cinquantenaire will be nominal .

cc Mr. Grunzweig

CT/sl



LE MINISTRE PROVINCIAL DES AFFAIRES  
ECONOMIQUES ET DES CLASSES MOYENNES

Vu la Loi fondamentale du 19 mai 1960 sur les structures du Congo :

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Vu le ralentissement considérable du rythme de construction de nouveaux logements :

Vu l'urgence :

Arrête :

Article I

Tout locataire qui aurait exécuté ses obligations locatives, a droit à un congé de location.

Article II

Le congé de location accordera un délai de six mois .  
Au moins  
^

Article III

Le bénéfice du congé n'est accordé qu'aux locataires de bonne foi ayant accompli régulièrement leurs obligations locatives .

Article IV

Le non paiement des loyers pendant un seul mois et suivant la forme prévue par le contrat de location, fait perdre au locataire le bénéfice du congé et le juge ordonnera la résiliation du contrat de location et le déguerpissement du locataire qui n'aura pas satisfait dans les 48 heures à une mise en demeure de payer les loyers.

Article V

Les termes de cet arrêté s'appliqueront à tous les immeubles ou parties d'immeubles d'habitation dans toute l'étendue de la ville de Léopoldville .

Article VI

Le présent arrêté entrera en vigueur le jour de son affichage .

Léopoldville le            janvier 1962

Pour le Ministre  
Le Chef de Cabinet  
C. Makwim



12 January

2

Mr. S. Habib Ahmed , Chief Administrative Officer  
Mr. C. Taff , Assistant Legal Adviser  
Cinquantenaire Building .

1. I have studied very carefully your memorandum of 10 January, 1962, and am fully in agreement with the view that the primary function of the Legal Adviser is in the last analysis the practical one of assisting the Administration in resolving the difficulties it faces in connection with the Cinquantenaire building .
2. To a large extent, I think that a misunderstanding has arisen due to the lack of complete clarity and to the brevity of my memorandum of 6 January, 1962,. My basic intent in that memorandum was to indicate that the Status Agreement offered no assistance whatever to the staff and that our best hope for a solution by the deadline of 31 January, 1961, rested in a high level " political" approach . It is with this thought in mind that I wrote the last sentence which reads " I understand that Mr. Ahmed has discussed this matter of the eviction of our personnel with Dr. Linner, who plans to take it up with Mr. Adoula ".
3. Mr. Marcella and I had in mind and had discussed, the steps that the Administration might take if the approach to the Government did not prove successful. We thought it best, however, to refrain from discussing the matter with you, until the Government replied to Dr. Linner. In view of your memorandum, however, we think it necessary to take up this matter at this time.
4. We plan to request the Minister of Economic Affairs of the Province of Leopoldville to accept and promulgate a decree requiring at least six months before a tenant can be evicted. A copy of the decree I have prepared is attached hereto.
5. I have studied the Congolese law on the subject and discussed the matter with Mr. Cafferelli, a prominent local attorney ( he represents our insurance company "La Paix " ) , and we are both agreed that the law empowers the Cinquantenaire to evict our staff. Therefore, the best that we can hope for is to persuade or, if necessary, compel the management to postpone the threatened evictions.

Notice



6. Subject to your approval , I shall draft a letter on behalf of and in the name of the staff concerned advising the Cinquantenaire that we (that is, the tenants concerned ) consider their notice to vacate as null and void since it demands payment in Belgian francs, which is patently illegal, if the notice is not complied with. While I do not consider my argument to be legally valid, I do think it may aid us in our negotiations.

7. If Cinquantenaire refuses to grant a reasonable delay- say, until 31 March, I propose that our staff refuse to vacate the premises on or before 31 January, 1962. Mr. Cafforelli assured me that if Cinquantenaire sues, our staff shall gain an extension of about one month, at a relatively low cost. His fee will amount to about 1000 CF per case ( it will vary with the number of cases ) and that the damages, if any, payable to Cinquantenaire will be nominal .

cc Mr. Grunzweig

CF/sl



LE MINISTRE PROVINCIAL DES AFFAIRES  
ECONOMIQUES ET DES CLASSES MOYENNES

Vu la Loi fondamentale du 19 mai 1960 sur les structures du Congo :

Vu la crise du logement qui existe dans la ville de Léopoldville :

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Vu l'urgence :

Arrête :

Article I

Tout locataire qui aurait exécuté ses obligations locatives, a droit à un congé de location.

Article II

Le congé de location accordera un délai de six mois .

*au moins*

*^*

Article III

Le bénéfice du congé n'est accordé qu'aux locataires de bonne foi ayant accompli régulièrement leurs obligations locatives .

Article IV

Le non paiement des loyers pendant un seul mois et suivant la forme prévue par le contrat de location, fait perdre au locataire le bénéfice du congé et le juge ordonnera la résiliation du contrat de location et le déguerpissement du locataire qui n'aura pas satisfait dans les 48 heures à une mise en demeure de payer les loyers.

Article V

Les termes de cet arrêté s'appliqueront à tous les immeubles ou parties d'immeubles d'habitation dans toute l'étendue de la ville de Léopoldville .

Article VI

Le présent arrêté entrera en vigueur le jour de son affichage .

Léopoldville le                    janvier 1962

Pour le Ministre  
Le Chef de Cabinet  
C. Makwin



ORGANISATION DES NATIONS UNIES  
AU CONGO



UNITED NATIONS ORGANIZATION  
IN THE CONGO

BOITE POSTALE 7248  
LEOPOLDVILLE  
REPUBLIQUE DU CONGO  
CABLE : ONUC LEOPOLDVILLE

INTER - OFFICE MEMORANDUM

11 January 1962

To: Mr. C. Taff, Assistant Legal Adviser  
From: B. Grunzweig, Deputy Chief Administrative Officer  
Subject: Cancellation of Leases in Cinquantenaire Building

1. With reference to the note you are preparing for Mr. Ahmed, I wonder whether you would like to give consideration to drafting a suitable standard reply which ~~you~~ may advise staff members whose leases were cancelled to address to the owner and/or agent of the building. I will leave it for you to decide whether such a move might be in the interests of staff members concerned.

2. If at all feasible, it might follow the line that staff members have been informed by the Organization that steps are being taken to safeguard their interests, etc., and that they cannot accept the cancellation and penalties imposed upon them. You may wish to discuss this with the Chief Administrative Officer.



ORGANISATION DES NATIONS UNIES  
AU CONGO



UNITED NATIONS ORGANIZATION  
IN THE CONGO

BOITE POSTALE 7248  
LEOPOLDVILLE  
REPUBLIQUE DU CONGO  
CABLE : ONUC LEOPOLDVILLE

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INTER - OFFICE MEMORANDUM

10 January 1962

To; Mr. C. Taff, Assistant Legal Adviser  
From: S. Habib Ahmed, Chief Administrative Officer  
Subject: Cinquantenaire Building

*[Handwritten signature in red ink]*

1. I am rather surprised by your comments in your memo of 6 January on notices received by our staff members residing in the Cinquantenaire Building.
2. I had thought that you would make some proposals on the basis of the Status Agreement which would enable us to deal with this problem to the advantage of the United Nations. Does our Status Agreement give us any basis to counter the notices received by staff members? If not, does the Status Agreement need to be strengthened in that direction? We all know the obligations of tenants under common law. Our position, however, is exceptional and we are not normal residents of the country and must not be so treated even from a purely legalistic standpoint.



6 January

2

Mr. B. Grunzweig, Deputy Chief Administrative Officer  
C. Taff, Assistant Legal Adviser  
Bribery Le Cinquantenaire

*Boulton*

1. With reference to your memorandum of 2 January 1962, I have reviewed the lease agreement covering apartments in the Cinquantenaire, and the form cancellation letter that has been sent to the ONUC tenants. As the lease provides for a duration of an indefinite period, it appears that the lessor is entitled to terminate the agreement upon his giving the tenant 30 days prior notice - which has been done in the case in question. As regards the applicability of the Status Agreement, it confers no privileges or immunities that would enable a staff member to assert any valid defense to an action for eviction.
2. The statement in the lessor's letter of 10 December 1961 that the tenant will be required to pay an indemnity of 100 Belgian Francs per day if the request to vacate the premises is not observed is incorrect. In the lease sent me for review, Article 2, which contained such an indemnity provision, has been deleted. In addition, a provision in a lease requiring the payment of an indemnity in Belgian Francs would clearly violate the currency exchange law of 29 June 1961. However, a staff member who refuses to vacate the premises would be liable in Congolese Francs for the damages, with interest, resulting from his breach of the lease agreement.
3. I understand that Mr. Ahmed has discussed this matter of the eviction of our personnel with Dr. Linner, who plans to take it up with Mr. Adoula.

CT/mb





BOITE POSTALE 7248  
LEOPOLDVILLE  
REPUBLIQUE DU CONGO  
CABLE : ONUC LEOPOLDVILLE

INTER - OFFICE MEMORANDUM

2 January 1962

A : Mr. N. T. D. Kanakarātne, Legal Adviser  
De : B. Grunzweig, Deputy Chief Administrative Officer  
Objet : Building Le Cinquantenaire

- ..... 1. Please see the attached copy of my letter of today's date to the Chief Administrative Officer with a copy of a sample of a cancellation letter and a lease agreement which I have obtained from one of the occupying staff members.
2. Would you be kind enough to give this matter consideration and let me know if any legal recourse would be advisable, and alternatively what the chances would be for obtaining a delay of vacation of the premises by legal means.

Mr. Marcello Mr. Toff

For attention, please.

hok

2.1.62



2 January

2

Mr. S. Habib Ahmed, Chief Administrative Officer  
B. Grunzweig, Deputy Chief Administrative Officer  
Building Le Cinquantenaire

1. As I informed you this morning, various staff members who have accommodation in the above building have informed me that on 31 December 1961 they received notice to vacate their accommodations not later than 31 January 1962. In the event the apartments are not vacated by that date, penalties amounting to 1,000 Belgian francs per day will be payable for continued occupancy.

..... 2. For your information I attach a photostatic copy of a typical cancellation letter which was submitted. I have referred the matter to the Legal Adviser for his views and urgent advice and will keep you informed when a reply has been received.

3. According to preliminary information available to me, there may be some twenty or more staff members affected by this move. I have, however, asked the Office of Personnel to make a quick survey to see how many staff members are living in the Cinquantenaire. As you know, Mr. and Mrs. Rossborough just moved in last week.

4. I wonder whether you would consider it advisable to make representations to the Ministry of Foreign Affairs with reference to the Status Agreement since obviously the work of ONUC will be seriously impaired if staff members are given notice en bloc since the present housing situation makes it practically impossible to find suitable accommodations in a hurry.

5. The above could be considered in the light of your instructions of last Saturday to Mr. Hazou to prepare a suitable submission to the Congolese Government regarding the Palace Hotel.



Léopoldville, le 30 Décembre 1961.-

Concerne : CONTRAT DE LOCATION APPARTEMENT N°33-9<sup>e</sup> ETAGE.-

J'ai le regret de vous informer que je mets fin par la présente au contrat de location pour l'appartement que vous occupez au bâtiment "Le Cinqcentenaire".-

Vous aurez donc l'obligation de quitter les lieux au plus tard le 31 janvier 1962.-

Au cas où vous n'auriez pas quitté les lieux pour cette date, je vous signale que, en vertu de l'article n°2, le preneur n'évacuant pas les lieux loués devrait au bailleur une indemnité de 1.000 Frs belges par jour de retard apporté à son départ, sans préjudice de tous autres droits.-

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

Vu pour réception conforme,

(s) BUISSET N.-



	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2
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Entre les soussignés :

1/ "IMMOBILIERE FEDERALE DE LA CONSTRUCTION"-BRUXELLES-BELGIQUE  
pour qui signera son mandataire qualifié  
ci-après dénommé " le bailleur ", d'une part,  
et  
2/ "Société D'IMMOBILIERE A INOPOLOVILLS-FEDERATION DE COOP."  
ci-après dénommé " le preneur ", d'autre part,  
il a été convenu ce qui suit :

ART.I.- Le soussigné de première part donne bail au soussigné de seconde part,  
qui accepte :

## DESIGNATION

Les lieux ci-après désignés : ABBAYE DE SAINT-PIERRE DE VALLAUBERT, COMMUNE DE VALLAUBERT, CANTON DE  
VALLAUBERT, DISTRICT DE VALLAUBERT, DÉPARTEMENT DE LA SEINE-SAINT-DENIS, RÉGION ÎLE-DE-FRANCE

## DUREE.

ART.2.- Le présent bail est conclu pour un terme de .....ans, prenant cours le ..... pour finir de plein droit le ....

Le preneur ne pourrait se prévaloir de la tacite reconduction, même s'il était laissé en jouissance par le bailleur après le moment où le bail aurait pris fin, pour quelque cause que ce fût.

Si, à l'expiration du bail, le preneur n'évacuait pas les lieux loués, il devrait au bailleur une indemnité de 1.000 frs. belges pour chaque jour de retard apporté à son départ, sans préjudice pour le bailleur de tous autres droits.

PRIX

ART. 3.-La présente location est fixée pour le prix mensuel de ..... francs belges, payable mensuellement, par anticipation et par virement, au Compte 40.946 de l'Immobilière Fédérale de la Construction, Banque du Congo Belge, siège de Bruxelles, ou à la C.A. "GARANTIE CINQUANTE MILLE" (comp. 2)

Aucune difficulté ou contestation ne pourra servir de motif au preneur pour surseoir au paiement des termes de loyer; ceux-ci ne pourront être consignés.

Tout loyer impayé portera de plein droit intérêt au taux de 8% l'an depuis l'échéance anticipative jusqu'au paiement.

ETATS DES LIEUX.

ART.4.- Le preneur déclare bien connaître les lieux présentement loués, pour les avoir vus et visités et il reconnaît qu'ils sont .....  
 LOCATAIRE : M. ROBERT BÉGIN

ART. 5. - Avant de prendre possession des lieux loués, le preneur devra s'assurer, par des essais, en présence du bailleur ou de son délégué, du bon fonctionnement de toutes les installations. En l'absence de toute observation, il est bien entendu qu'elles sont reconnues comme fonctionnant impeccablement et le preneur dégage le bailleur de toute responsabilité relative aux accidents qui pourraient survenir dans la suite.



Toute dérogation à ce qui précède devra, pour être opposable au bailleur, être consignée dans un état des lieux annexé au présent bail. Aucune observation ne sera admise après la signature des présentes. Le preneur s'engage à ne pas réclamer, dans la suite, de frais de réparations quelconques qu'il aurait effectués sans l'autorisation écrite du bailleur, quelle qu'en soit la raison: il reconnaît que toute revendication à ce sujet, même appuyée par une expertise, serait en opposition avec ce qui précède.

ART. 6. - A sa sortie des lieux, quelle qu'en soit la date, le preneur, responsable de toutes les réparations, devra en outre remettre les lieux loués dans l'état où il les a trouvés, compte tenu de l'usure locative normale pour les peintures considérées comme devant être renouvelées tous les 5 ans.

Le bailleur aura le droit de faire exécuter d'office les réparations et remises en état incombant au preneur, aux frais de ce dernier, et d'utiliser à cette fin, à titre d'acompte, le montant de la garantie dont question ci-après.

Les frais d'expertise éventuelle sont à charge du preneur. Celui-ci sera redevable d'une indemnité égale au montant du loyer jusqu'après l'achèvement des travaux de remise en état.

#### ENTRETIEN DES LIEUX.

ART. 7. - Le preneur s'oblige à tenir les lieux loués en bon état et à prendre à sa charge, en cours de bail, toutes les réparations incombant aux locataires. En outre, il fera à ses frais :

- a) remplacer immédiatement les carreaux, tant à l'intérieur qu'à l'extérieur, qui pourraient être cassés ou fêlés, même par une cause de force majeure;
- b) entretenir tous les tuyaux, compteurs, conduites d'eau, robinets et les préserver contre les agents extérieurs;
- c) surveiller qu'il n'y ait aucune perte d'eau aux robinets et appareils sanitaires et s'il s'en produit, effectuer immédiatement la réparation. Il aura, par conséquent, à entretenir les robinets, tuyaux et appareils sanitaires;
- d) entretenir l'installation électrique et de sonneries électriques et, au besoin, remplacer les fils, commutateurs et autres appareils d'électricité, détériorés ou rendus inutilisables, du chef du locataire ou de son personnel domestique;
- e) déboucher tous appareils, canalisations et tuyauteries obstrués. Il évitera d'y laisser jeter tous objets et matières pouvant provoquer leur obstruction. En cas d'obstruction il les fera déboucher à ses frais;
- f) Entretenir en bon état les volets et persiennes et la quincaillerie en général, notamment les serrures, appareils de manoeuvre des portes, fenêtres, volets, persiennes, etc...;
- g) remplacer les clefs manquantes ou endommagées;

En un mot, le preneur s'engage formellement à occuper les lieux loués en bon père de famille. Le bailleur ou son délégué pourra, en tout temps, les visiter et les contrôler pour s'assurer qu'ils sont tenus en bon état et bien soignés. Il pourra ordonner l'exécution, aux frais, risques et périls du preneur en défaut, de tous ouvrages généralement quelconques, de mise en état lui incombant, après une mise en demeure restée sans effet pendant quinze jours.

ART. 8. - Le preneur s'oblige à respecter les stipulations de l'acte de base du règlement général et du règlement d'ordre intérieur régissant l'immeuble.

.../...



ART. 9. - Les dégâts commis par le preneur dans le hall ou le vestibule et la cage d'escalier sont à sa charge. A son aménagement et démenagement, il fera constater, par écrit, par le bailleur ou son délégué, les dégâts existant dans ceux-ci, sous peine de devoir les remettre en état, entièrement à ses frais.

ART. 10. - Le preneur sera passible de dommages et intérêts, s'il néglige de prévenir en temps utile le bailleur des dégradations survenues aux lieux loués et dont la réparation incombe au propriétaire.

ART. 11. - Le preneur s'engage à exercer dans les lieux loués un commerce de ..... à l'exclusion de toute autre activité commerciale.

#### EAU, ELECTRICITE.

ART. 12. - Le preneur supportera tous les frais de consommation d'eau et l'électricité, y compris le coût de l'abonnement, du placement et du loyer des compteurs. Il sera notamment responsable des suites de toutes négligences ou contraventions appliquées par les administrations, régies ou services distributeurs et ce, tant envers ceux-ci qu'envers le bailleur ou les tiers.

#### OBLIGATIONS DU LOCATAIRE.

ART. 13. - Le preneur s'interdit :

- 1/ d'introduire ou de posséder dans les lieux loués des matières inflammables ou explosives, des produits, engins ou objets dangereux, malodorants ou d'un poids anormal;
- 2/ de tenir un quelconque animal dans les lieux loués, sauf autorisation écrite du propriétaire;
- 3/ d'imposer aux locaux de la présente location une charge dépassant celle d'une occupation normale. S'il est fait usage d'un coffre-fort, son poids ne pourra dépasser 100 kgs., il devra être manié par des spécialistes et calé convenablement contre des murs et non des cloisons;
- 4/ de placer des enseignes, affiches, écritaux ou inscriptions quelconques, qui ne seraient pas en rapport avec le standing de l'immeuble;
- 5/ de faire aucune vente publique dans la maison;
- 6/ de sous-louer ou de céder le présent bail, en tout ou en partie, sans le consentement exprès et écrit du bailleur;
- 7/ de faire, tant à l'intérieur qu'à l'extérieur, aucun changement, augmentation, suppression ou embellissement aux lieux loués, sans le consentement préalable et écrit du bailleur. Toutes cloisons, conduites pour l'eau, l'électricité, l'éclairage en général, porte-voix, téléphone, T.S.F., ouvre-porte, tous papiers, décors, peintures, ou tout autre objet que le preneur aura fixé à fer, colle, chaux ou ciment resteront la propriété du bailleur, sans aucune indemnité, et le preneur devra abandonner le tout, en bon état, à la fin de sa jouissance. Le bailleur aura cependant, s'il le juge bon, le droit de renoncer, pour tout ou partie, au bénéfice de ce qui précède et d'exiger que les lieux loués soient pour tout ou partie, remis à l'état primitif aux frais du preneur.

Il est toutefois bien compris que le mobilier, les lustres et autres appareils d'éclairage, placés par le preneur, restent sa propriété et pourront être enlevés à condition qu'il répare les dégradations occasionnées.

.../...



ART. 14.- Le preneur s'engage :

- a) à permettre en tout temps les travaux d'installation, de réparations ou de visite des colonnes montantes, branchements ou dérivations pour climatisation, eau, électricité, éclairage, téléphone, T.S.F., parlôphone, etc., que le bailleur voudrait exécuter dans les lieux loués;
- b) à renoncer à tout recours contre le bailleur en cas de dégâts occasionnés par la rupture de tuyaux ou robinets intérieurs, par toute fuite, court-circuit, etc...;
- c) à supporter l'exécution de tous travaux que le bailleur jugerait nécessaires d'effectuer à la maison pendant le cours du bail, sans pouvoir prétendre à aucune indemnité, ni diminution de loyer, même si les travaux dureraient plus de quarante jours;
- d) en cas de renonciation de part ou d'autre ou de vente de l'immeuble, avant l'expiration du présent bail, à consentir à l'apposition sur les lieux loués d'autant d'affiches ou de calicots qu'il plaira au bailleur, en des endroits à désigner par lui, ainsi qu'à la visite des lieux loués, tous les jours non fériés, de 10 à 16 heures de relevée;
- e) à renoncer à tout recours qu'il pourrait avoir à exercer contre le propriétaire en cas d'expropriation; quitte à faire prévaloir lui-même ses droits contre le pouvoir expropriant;
- f) à garnir les lieux loués d'objets mobiliers lui appartenant en toute propriété et en quantité suffisante pour garantir le paiement de trois mois de loyer;
- g) à permettre, à tout moment, au bailleur ou à son délégué, de visiter les lieux loués;
- h) à ne tolérer, de la part des voisins ou des tiers, aucune servitude, incommodité ou dégradation. Il a pour obligation de signaler immédiatement tout abus au bailleur ou à son délégué.

GARANTIE

ART. 15.- En garantie de l'exécution du présent bail, le preneur a remis au bailleur ..... dont la présente sert de quittance.

Cette garantie lui sera restituée, sans intérêt, au plus tôt deux mois après son départ, après que le bailleur aura reconnu qu'il a satisfait à tous les engagements contenus dans les présentes et, notamment, s'il a soumis au bailleur toutes les quittances relatives aux redevances et taxes mises à sa charge.

Le bailleur aura la faculté, le cas échéant, d'appliquer le montant de la garantie à valoir en compte du coût des ouvrages, généralement quelconques, de remises en état, incombant au preneur lors de la fin du bail et exécutés par le bailleur, ainsi qu'il est dit ci-dessus. Le preneur s'interdit donc, de façon formelle, de faire servir cette garantie au paiement du loyer.

CLAUSES RESOLUTOIRES.

ART. 16.- A défaut de paiement du loyer aux dates convenues, ou à défaut, par le preneur, d'exécuter les autres charges, clauses et conditions du présent contrat, le bail sera résilié de plein droit, s'il plait ainsi au bailleur, sans devoir remplir d'autre formalité que celle d'un avis recommandé pour constater le défaut. En ce cas, la somme déposée à titre de garantie reste au propriétaire, à titre d'indemnité de résiliation, le tout sans préjudice de tous autres droits et de ce qui est stipulé à l'art. 17.

L'exécution ou les offres postérieures à l'avis, dont il est parlé ci-dessus, ne pourront atténuer l'effet du congé, ni faire revivre le bail, si le bailleur déclare vouloir user du droit de résiliation qu'il s'est réservé.

.../...



ART.17.- En cas de résiliation avant l'expiration du bail, par la faute du preneur, il sera en outre alloué au bailleur, à titre de dommages et intérêts, forfaitaires et irréductibles, une somme égale aux trois quarts des loyers restant à échoir jusqu'à l'expiration du bail. Cette clause pénale constitue un forfait absolu, que le bien vienne à être immédiatement reloué ou qu'il ne le soit pas. Le locataire ne pourrait se prévaloir de l'article 129 du Code Civil Congolais.

ART.18.- Outre les cas de résiliation ci-dessus prévus, le bailleur pourra considérer la présente convention comme résiliée de plein droit et sans dommages et intérêts, ni à son profit, ni au profit du preneur, si les locaux venaient à être détruits ou rendus inutilisables, par incendie ou autrement.

#### ABANDON DU BIEN LOUE.

ART.19.- En cas d'abandon du bien loué, dûment constaté par exploit d'huissier, le bailleur aura la faculté, trente jours après le dit exploit, tous autres droits réservés, de faire vendre par un huissier de son choix, et aux frais du preneur, dans la forme des ventes volontaires, le mobilier et tout ce qui se trouve dans le bien loué, appartenant au preneur, de verser le produit de la vente à qui il appartiendra. Le preneur donne, à cette fin, au bailleur, mandat formel et irrévocable.

#### IMPOTS ET FRAIS.

ART.20.- Le preneur supportera seul les impôts réels dont viendraient à être frappés les lieux loués.

#### CONDITIONS PARTICULIERES

La valeur du loyer est calculée sur la base de UN DOLLAR AMERICAINE  
EGALE CINQUANTE FRANCS CONGOLAIS.

#### ELECTION DE DOMICILE

Pour l'exécution des présentes, les parties ont élection de domicile, savoir:

- le bailleur, à la résidence du gérant;
- le preneur, en les lieux loués.

Approuvé la rature de NEUF mots dans le présent bail.

- Ainsi fait à ..... le 2<sup>e</sup> PAR de la République "BURUNDI"  
en double exemplaire, chaque partie soussignée ayant retiré le sien.

Le Bailleur,

Le Preneur,

Monsieur DELORD.



COMMITTEE ON CONTRACTS

Meeting No. 922

Held on 5 January 1962

*File head  
out*  
*S*

APPROVED  
COMMITTEE ON CONTRACTS

DATE

SECY.

PRESENT:

Mr. Kien  
Mr. Begley  
Mr. Mendez  
Mr. Greenwood

Chairman  
Office of General Services  
Legal Affairs  
Secretary

IN ATTENDANCE:

Mr. Bihlet  
Mr. Smith  
Mr. Elms

Internal Audit  
Purchase and Transportation  
Purchase and Transportation

1. Point to Point Radio Communications

The requisition referred to in this submission covers the use by OPI of various radio and telephone lines for the period 1 January through 31 December 1962 for U.N. news programmes. The costs involved are based on FCC rates which are the same as last year. The Committee recommended approval of the proposal to issue purchase orders in the total amount of \$19,000.00 for the required 1962 services.

2. Renewal of Cold Storage Contract - UNEF

The Committee recommended approval of the renewal of the cold storage contract - CON 97/57 - with General Engineering and Refrigeration Company, Port Said for the period 1 January through 31 December 1962. It was noted that the cost per cubic metre (PT 60) and the space contracted for were the same as last year. The total annual cost is EE9684 (\$21,789.00).

3. UNEF Laundry, Cleaning, Pressing, Tailoring, Haircutting and Cobbler Services - 1 January to 31 December 1962

The Committee recommended approval of the renewal of the various contracts listed in paragraph (a) of the submission and for the preobligation of funds as listed in paragraph (b). The total



cost of the contracts in paragraph (a) is \$E21130.000. The estimated expenditure for the year for contracts under paragraph (b) is \$E2600.000. It was noted that the contracts covering services for the Brazilian Battalion and Maintenance Area - Rafah replace the previous contracts, and that savings of approximately \$9,500.00 were anticipated. The Committee would appreciate having further information on how these savings will be made.

4. Laundry Contract, Blanchisserie la Gombe Leopoldville - ONUC

The Committee deferred consideration of this item and requested that further information be provided concerning the additional expenditure involved. In particular, the Committee wishes to be advised as to the date on which the 30% increase of wages became effective and any information concerning our legal obligation to retroactively for such increase.

5. Maintenance Contract - Gray Autograph - CON 51/58

The Committee recommended approval of the extension of this maintenance contract - CON 51/58. It was noted that the unit rate for each machine remains unchanged. Some slight increase in total cost will result because the machine composition in 1962 will be somewhat different. The total estimated cost for 1962 is \$6,318.00.

6. Local Purchase of Fresh Fruits, Vegetables and Eggs for the Month of February 1962 - ONUC

The Committee recommended approval of the purchase of fresh fruits, vegetables and eggs to cover the February requirements. The total cost is \$49,829.80. Each item is being purchased from the low bidder.

The attention of P & T was drawn to the high cost of apples and it was suggested that some alternative item could perhaps be substituted. P & T advised that this was already under consideration.



7. Bread Baking Contract with la "Boulangerie Belgo Congolaise"  
Leopoldville -- ONUC

The Committee recommended approval of the extension of the bread baking contract with la Boulangerie Belgo Congolaise for a **six months period**, 1 January through 30 June 1962. It was noted that the extension of this contract involves a considerable increase in the cost per kilo, such increase being partly due to the increase in the cost of labour and also to a miscalculation by the baker in the previously quoted price. It was also noted that the Boulangerie Belgo Congolaise was the only one which responded out of twenty bakers that had been invited to bid.

In approving this proposal the Committee recommended that Field Operations Service should be asked to renegotiate this contract should any renewal be proposed after the end of June. It would be assumed that by that date the error mentioned above would be fully compensated for and that the cost accounting would be thoroughly examined.

8. Insurance Policy for ONUC Vehicles (La Paix)

The Committee confirmed its previously given telephone recommendation for approval for a further extension of the present contract for the month of January 1962. It was noted that this was an interim measure, as a complete new policy is under negotiation and that the premiums now paid for January would be applied toward the annual premium for the new contract which would be retroactive to 1 January 1962. The cost of this present extension is \$12,851.64.

9. Postage Stamp 1962

The Committee confirmed its previously given telephone recommendation for approval for the procurement of the February stamp issue from Harrison & Sons Ltd., England at \$2.50 per 1/2, totalling \$13,200.00. However, in confirming this recommendation the Committee expressed its concern that the first 1962 issue fell outside of the specifications on which firms have been invited to bid (seven colours instead of up to six colours).



10. Medical Supplies - UNEF

The Committee expressed its satisfaction that the Medical Services in UNEF are arranging to requisition supplies on a longer term basis so as to permit better procurement methods. Under the circumstances, the Committee had no objection to this requisition for interim requirements and recommended that this purchase be made without bidding from the best sources available. The total cost is \$15,900.00.

11. Extension of Cold Storage Facilities from CONGOFRIGO - Leopoldville - ONUC

The Committee recommended approval for the extension of the present agreement with CONGOFRIGO for the period of 1 January through the end of March 1962. This extension involves \$9,207.19 at the prevailing exchange rate.

APPROVED: \_\_\_\_\_  
Director of General Services

APPROVED: \_\_\_\_\_  
Chairman

APPROVED: \_\_\_\_\_  
Secretary



CLADM 510

Xuf CLADM 512 (1) Cevl

Léopoldville, le 4 janvier 1962

Monsieur le Ministre,

J'ai l'honneur d'appeler votre attention sur les graves difficultés qu'éprouve l'ONUC depuis plusieurs semaines à loger son personnel civil et militaire à Léopoldville.

Les membres du personnel de l'ONUC qui ont pris des dispositions à titre privé pour la location de logements ont, eux aussi, des difficultés à faire renouveler leur bail et les fonctionnaires nouvellement recrutés par les Nations Unies pour renforcer l'administration des opérations de l'ONUC et pour fournir une assistance technique au Gouvernement congolais dans le cadre du programme d'Opérations civiles ont la plus grande difficulté à trouver à se loger à Léopoldville.

Il vient d'être porté à notre attention que le gérant de l'immeuble du Cinquantenaire a adressé à un certain nombre de fonctionnaires de l'ONUC qui y habitent un avis d'avoir à vider les lieux le 31 janvier 1962 au plus tard, faute de quoi ils devront verser une indemnité de 1.000 francs belges par jour. Veuillez trouver ci-joint, pour votre information, photocopie de l'avis en question.

Vous vous souviendrez que dans ma note verbale du 20 octobre 1961, je disais que, prenant en considération les besoins du Gouvernement de la République du Congo, j'étais disposé à remettre à sa disposition l'un des cinq immeubles de l'Hippodrome qu'il nous avait loués. L'immeuble Sambre a été complètement libéré en octobre 1961 ; les appartements de cet immeuble n'ont pas encore été attribués par le Gouvernement aux membres du personnel enseignant pour lesquels il les avait demandés.

Vous comprendrez que si les Nations Unies sont dans l'impossibilité de loger convenablement le personnel de l'Organisation, cela ne manquera pas d'avoir des répercussions fâcheuses sur les opérations de l'ONUC. Dans ces conditions, je serais extrêmement reconnaissant au Gouvernement de vouloir bien accepter les propositions suivantes destinées à améliorer la situation actuelle :



- a) L'immeuble de l'Hippodrome qui a <sup>été</sup> restitué au Gouvernement serait remis à la disposition de l'ONUC ;
- b) L'ancien Palace Hotel, actuellement inhabité, qui appartient au Gouvernement serait attribué à l'ONUC moyennant un loyer raisonnable. L'ONUC se chargerait de le meubler.

En attendant que de nouvelles négociations s'engagent entre l'ONUC et les propriétaires qui ont signifié leur congé à l'ONUC ou à ses fonctionnaires civils, je me propose de vous prier de vouloir bien étudier quelles mesures le Gouvernement serait disposé à prendre pour faciliter la prolongation des baux en cause jusqu'à ce que d'autres dispositions puissent être prises pour loger convenablement les locataires.

Je vous prie, Monsieur le Ministre, d'accepter l'assurance de ma très haute considération.

Le Chargé de la Mission des Nations Unies  
au Congo,

S. Linner

Monsieur Justin BOMBOKO  
Ministre des affaires étrangères  
Gouvernement de la République du Congo  
Léopoldville



January 1962

DRAFT

Sir,

I have the honour to invite your attention to the fact that in recent weeks ONUC has been faced with serious difficulties in finding accommodation for its military and civilian personnel in Leopoldville.

Staff members of ONUC who have made private arrangements for renting their accommodation have also been experiencing difficulties in renewing their current leases and new staff members recruited by the United Nations for administrative support of ONUC operations and for the provision of technical assistance to the Government under the Civilian Operations programme have been similarly encountering serious difficulties in obtaining residential accommodation in Leopoldville.

Our attention has just now been drawn to a notice issued by the management of the Cinquantenaire to a number of ONUC staff members who are at present residing in that building advising them to vacate their lodgings not later than 31 January 1962. The notice states that in the event of failure on their part to vacate the lodgings by that date they will be required to pay an indemnity of 1,000 Belgian Francs per day. We enclose a photocopy of the notice referred to above for your perusal.

It will be recalled that in my <sup>note on file</sup> communication dated 20 Oct. 1961 I stated that in consideration of the needs of the Government of the Republic of Congo, I was prepared to hand over one of the five Hippodrome buildings which had been previously leased to us by the Government. The handing-over of the building called 'Sambre' was completed during October 1961. The apartments in the said building have not however yet been allotted by the Government to the teachers for whom it was ~~requested~~ requested.

It will be appreciated that the inability of the United Nations to accommodate its personnel adequately would have an adverse effect upon ONUC's operations. Under the circumstances I would be most grateful if the Government would kindly agree to the following immediate measures to ameliorate the present situation:

(a) that the Hippodrome Building which we have recently handed over to the Government be returned to ONUC;

(b) that the ex-Palace Hotel building presently lying unused which is the property of the Government be allotted to ONUC at a reasonable rental. ONUC will make arrangements for the furnishing of this building.



Pending the development of further negotiations between ONUC and the landlords who have served notices upon ONUC or its civilian staff members to vacate their lodgings presently leased by them, I intend to request your consideration of measures which the Government may wish to take to facilitate the extension of such leases till such time as adequate substitute arrangements have been made.

~~Accept; Sir, the assurances of my highest consideration.~~

Accept; Sir, the assurances of my highest consideration.

Mr. Bomboko  
Minister of External Affairs  
Government of the Republic of Congo  
Leopoldville

S. Linner  
Officer-in-Charge



28 December 1961

TO : Mr. S. Habib Ahmed, Chief Administrative Officer

FROM : Mr. C. Taff, Assistant Legal Adviser

Subject: Adjustment in Rentals

1. In our memorandum of 26 December 1961, we advised that the so-called "free" rate of exchange constituted, in our opinion, the "official" rate of exchange within the meaning of leases containing dollar conversion clauses. We should like here to consider the question as to whether the payment of a higher amount of Congolese francs for rent pursuant to such a dollar clause violates any rent control law.
2. The freeze on rents in the city of Leopoldville was imposed by a Decree of the Provincial Minister for Economic Affairs and the Middle classes, which provides as follows:

"ARTICLE I.- Dans toute l'étendue de la ville de Léopoldville il est interdit d'offrir ou de prendre en location un immeuble ou une partie d'immeuble d'habitation pour un loyer supérieur à celui qui était en vigueur à la date du 30 juin, 1960."
3. We take it to be the case that lease agreements in effect on 30 June, 1960, contained no dollar conversion clauses. That is to say, the rent payable under leases in effect prior to Independence was expressed solely in Congolese francs. The relative value of the Congolese franc to the US dollar was not mentioned, and was apparently considered as totally irrelevant.
4. The dollar conversion clause provides that the rent is fixed in a specified sum of dollars, to be paid in Congolese francs at the rate of exchange in effect on the date of payment. Its purpose is to serve as an "escalator clause" to enable the lessor to obtain increased amounts of Congolese francs in proportion to the declining value of the Congolese franc vis-à-vis the US dollar.
5. The test of legality under the Decree is whether the rent payable for an accommodation is "supérieur à celui qui était en vigueur à la date du 30 juin 1960". But, as has been noted, the rents payable on 30 June, 1960, were expressed solely in Congolese francs, without reference of any kind to the US dollar. It seems to us that the Decree can only be interpreted to mean that when the amount of francs paid subsequent to 30 June, 1960, exceeds the amount paid on that cut-off date, the law is violated. On this view the dollar conversion clause is an illegal subterfuge, designed to circumvent the Government's imposed rent freeze.



6. It seems to us that this interpretation is confirmed by every day language. When a man pays rent, says, of 10,000 C.Frs per month, and is compelled to pay for the same accommodations 11,000 C.Frs; he can properly say that he is paying an increased rental. Such an increase would amount to 10%. It would violate common sense and the accepted meaning of the language for him say that he is paying a lesser rent, because the value of the Congolese franc as regards the US dollar has dropped by 30%.

7. An examination of the purpose of the Decree cited in paragraph 2 above appears also to confirm our proposed interpretation. This Decree constitutes one of a number of laws put into effect by Governmental authorities dealing with the subject of price controls. By Decret-Loi of 20 March, 1961, the Central Government declared price increases to be illegal. Thereafter on 14 November, 1961, the Commission de Change declared a "Blocage Général des Prix", effective as of 31 October, 1961; These various laws aim to prevent a run-away inflation and to maintain the maximum possible stability in the price level. An interpretation of the Decree in question that would allow for the payment of increased amount of francs as rent by reason of the dollar conversion clause seems to us to run counter to the purpose of these laws. Unless the text of a law otherwise compels, it should be interpreted in a manner that will help accomplish and not frustrate or defeat its basic purpose.

8. We should like to deal briefly with an assumption that is implicit in the views proposed above. Where services or commodities are purchased pursuant to a written agreement, the price thereof can be interpreted to refer to the agreed or contract price, or, on the other hand, to the price actually paid. Generally, these two meanings will coincide, but under the dollar conversion clause, the contract price is fixed in dollars and the price (or rent) is paid in francs. The question may then be raised as to which of these two prices does the Decree freezing rents apply? For the reasons given, we think the Decree applies to the price actually paid. To hold otherwise, would be to adopt a formal verbalistic view inconsistent with the purposes and language of the Decree.

9. We therefore are of the opinion that the total amount of Congolese francs payable as rent by ONUC for a residential accommodation cannot exceed the amount of francs that was payable on 30 June, 1960. Since the amount of francs that was payable on that cut-off date lies within the particular knowledge of the lessor, it would seem appropriate to hold that the burden of proving this amount rests upon him. As acceptable evidence on this point, the lessor should be requested to show copies of rent receipts, leases and any other available material relevant to the subject.

cc: M. Grunzweig  
M. Bronsema  
Colonel Lai



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26 December 1961

Mr. S.H. Ahmed, CAO  
C. Taff, Assistant Legal Adviser  
Adjustment of rentals

1. Mr. Kanakarathne has referred to me your memorandum of 17 December 1961 with attached letter of 16 December 1961 of the Chambre de Commerce et Industrie de Léopoldville. A number of lease agreements entered into by ONUC contain a clause providing that the rent shall be paid by ONUC in Congolese Francs in an amount to be determined on the basis of the "official" rate of exchange of Congolese Francs to US dollars, in effect on the date of payment. The question to be determined is whether the so-called "free rate of exchange" arising from recent regulations of the Congolese Government constitute the "official" rate within the meaning of such leases.
2. By Circular no. 1, dated 31 October 1961, the Monetary Council authorized the opening in Leopoldville of a "Marché Libre des Changes". The Circular further stated that "la date d'ouverture de ce Marché sera fixée ultérieurement". In its Circular no. 2, dated 2 November 1961, the Monetary Council laid down the basic rules according to which the "Marché Libre" was to operate, and provided that it was to be opened on 6 November 1961.
3. According to Circular no. 2, the "free market" rate of the Congolese Franc was to be derived as follows. Recognized banks were authorized to buy foreign currencies with Congolese Francs according to this formula - 80% at the rates published by the Monetary Council on 31 October 1961, and 20% at rates freely agreed to by the banks and the trades. (As regards US dollars, the rate of exchange to Congolese francs published by the Monetary Council on 31 October 1961 was 50 to 1). The average rate of exchange resulting from such purchases in any given week becomes the average to be used as the basis for purchases in the succeeding week.
4. The term "free" to describe the rate of exchange resulting from the application of this governmental prescribed formula appears to be somewhat of a misnomer. The formula is imposed by law, and any deviation therefrom is illegal.
5. Under the terms of the prescribed formula, the Government reserves to itself virtually full powers to determine what the rate of exchange shall be any given time. This power exists by reason of the fact that 80% of the amount of foreign currencies must be exchanged at the rate previously established by the Government, which in the case of US dollars amounted to 50 to 1. In addition, since the 20% portion can be exchanged only at a rate to which the "recognized" banks must agree, and since these banks naturally maintain very close relations with the Government, it seems clear that in reality it is the Government which is establishing and maintaining the so-called "free" rate of exchange under the new regulations.
6. It seems to us that the term "official" as used in the leases referred to above was intended to exclude rates of exchange that are of a personal character between private individuals. On the basis of the considerations set forth above, we consider that the current "free" rate of exchange constitutes the "official" rate within the meaning of the leases in question.

c.c. Mr. Bronsema  
Mr. Lai

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17 December 1961

To: Mr. N. Kanakaratne, Legal Adviser  
From: S. Habib Ahmed, Chief Administrative Officer  
Subject: Adjustment of Rentals

..... I enclose, for the favour of your advice, a copy of Memo No. GC/MM/03387 dated 16 December received by me from the Chambre de Commerce et d'Industrie de Léopoldville on the question of adjustment of rentals with reference to the recent re-evaluation of the Congolese Franc.

In my view, the question hinges on the fact whether the Government has actually changed the official rate, technically speaking, or only allowed commercial transactions to take place partially through the free market. If it is the latter, there will then be no question of making an upward revision of the existing rents until the Government officially announces that it has abandoned officially the ratio of 50 CF to the dollar.

In this connection, I would like to let you know that I am advised by the Chief Finance Officer that rental bills submitted by landlords and agents for the month of November have followed the amounts of rental presently provided for in the leases. In other words, no adjustment in the rental has been made as a consequence of the so-called re-evaluation of the Congolese Franc.

cc: Mr. A. Bronsema  
Mr. R.C. Lai



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CHAMBRE I COMMERCE ET D'INDUSTRIE DE LÉO LÉVILLÉ

Léopoldville, le 16 décembre 1961

Monsieur A H M E D  
Chef des Services Administratifs,  
O.N.U. - Building Royal

LEOPOLDVILLE

Monsieur le Chef des services Administratifs,

Comme vous le savez, plusieurs membres de la Chambre de Commerce, ont passés avec l'ONU des contrats de location comportant une clause de révision du montant de la location, en fonction des cours relatifs du franc congolais et du dollar américain.

Jusqu'à présent, vos services n'ont pas encore mis en application cette clause alors que depuis le 1er novembre 61 il existe un marché libre des changes, qui donne le cours officiel dans la République du Congo du franc congolais par rapport au dollar américain.

Il est certain que, si même l'on peut discuter les termes de certains contrats, l'on ne peut en aucun cas discuter l'esprit dans lequel ils ont été faits et, ce d'autant plus que le cours du marché libre est encore certainement très optimiste.

Ainsi que je vous en ai fait part au cours de notre conversation du 13 courant, plusieurs de nos membres demandent l'application de cette clause de leurs contrats avec l'ONU à partir du 1er novembre 1961.

Comme la législation en vigueur prend comme repère les loyers au 30 juin 1960, il est certain qu'il n'y a aucune raison pour que les contrats ne soient pas appliqués intégralement, au moins pour les logements qui n'étaient pas loués au 30 juin 1960 puisqu'en somme le montant du loyer "repère" n'existe pas.

Il n'y a donc dans ce cas, aucun risque pour que l'ONU et les propriétaires soient en contravention avec la législation, quelque soit le loyer auquel elle consent.

Espérant que vous voudrez bien prendre en considération, les arguments énoncés ci-dessus, je vous présente, Monsieur le Chef des services Administratifs, l'assurance de ma parfaite considération.

LE PRESIDENT

G. CORILLON.



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10 December 1961

To: Mr. A. Bronsema, Chief Finance Officer  
From: B. Grunzweig, Deputy Chief Administrative Officer  
Subject: Applicability of Governmental Price Freeze to Housing Accommodation

With reference to your memorandum dated 28 November 1961 regarding the demand by Immocongo concerning the increase of rental costs, I have had a series of discussions with the Office of the Legal Adviser and the following is the consensus of opinion with respect to rental increases:

- (a) The Provincial Government of Leopoldville has established a rental freeze limiting all rental costs to the amounts payable on 30 June 1960. It is felt that landlords cannot demand increases over the maximum amount charged on the books of the landlord at the end of June 1960. In the case of Immocongo, for instance, if the rental charge to ONUC under existing rental contracts is lower than the rental cost Immocongo used to charge for the same accommodation prior to June 1960, they would be entitled to raise the rental cost up to the price they used to charge prior to Independence. Such rent increase would be applicable as of 1 December 1961 since the change in the official Bank Rate does not apply to November, the decree having been issued around 10 November 1961.
- (b) Whenever leases come up for termination or renegotiation under our present rental contracts, the landlord will be required to produce documentary evidence of the rental he used to charge for the accommodation in question on 30 June 1960. At this time, of course, the Accommodation Section must negotiate for a new contract based on the new Standard Lease form which does not include any "dollar escalator clause".
- (c) As far as the situation outside of Leopoldville is concerned, we have no knowledge as to whether any rental freeze was established by the various Provincial Governments. In these out-stations we shall have to pay an increased rental if demanded by landlords when applying the dollar escalator clause in existing contracts. Here again, such rental increases would be admissible from 1 December 1961 only in the light of the above. Again, whenever demands from landlords are presented for rent increases, the Administrative Officer should use this opportunity to have the new lease based on the new Standard form, eliminating the dollar clause.
- (d) As far as Immocongo, Leopoldville, is concerned, the Chief Accommodation Officer has assured me time and again that he has discussed the matter with Immocongo in the light of the rental freeze in Leopoldville and that Immocongo has agreed that their demands for rental increases will be limited to the maximum rental cost established on their books prior to Independence.

cc. Mr. Taff  
Col. Lai



28 December

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TO : Mr. E.S. AHMED, Chief Administrative Officer  
FROM : Mr. C. TAPP, Assistant Legal Adviser.  
Subject : Adjustment in Rentals.

1. In our memorandum of 26 December 1961, we advised that the so-called "free" rate of exchange constituted, in our opinion, the "official" rate of exchange within the meaning of leases containing dollar conversion clauses. We should like here to consider the question as to whether the payment of a higher amount of Congolese francs for rent pursuant to such a dollar clause violates any rent control law.

2. The freeze on rents in the city of Leopoldville was imposed by a Decree of the Provincial Minister for Economic Affairs and the Middle Classes, which provides as follows :

"ARTICLE I.- Dans toute l'étendue de la ville de Léopoldville il est interdit d'offrir ou de prendre en location un immeuble ou une partie d'immeuble d'habitation pour un loyer supérieur à celui qui était en vigueur à la date du 30 juin, 1960."

3. We take it to be the case that lease agreements in effect on 30 June, 1960, contained no dollar conversion clauses. That is to say, the rent payable under leases in effect prior to independence was expressed solely in Congolese francs. The relative value of the Congolese franc to the US dollar was not mentioned, and was apparently considered as totally irrelevant.

4. The dollar conversion clause provides that the rent is fixed in a specified sum of dollars, to be paid in Congolese francs at the rate of exchange in effect on the date of payment. Its purpose is to serve as an "escalator clause" to enable a lessor to obtain increased amounts of Congolese francs in proportion to the declining value of the Congolese franc vis-à-vis the US dollar.

5. The test of legality under the Decree is whether the rent payable for an accommodation is "supérieur à celui qui était en vigueur à la date

../.



du 30 juin 1960". But, as has been noted, the rents payable on 30 June, 1960, were expressed solely in Congolese francs, without reference of any kind to the US dollar. It seems to us that the Decree can only be interpreted to mean that when the amount of francs paid subsequent to 30 June, 1960, exceeds the amount paid on that cut-off date, the law is violated. On this view the dollar conversion clause is an illegal subterfuge, designed to circumvent the Government's imposed rent freeze.

6. It seems to us that this interpretation is confirmed by every day language. When a man pays rent, says, of 10,000 C.Frs per month, and is compelled to pay for the same accommodations 11,000 C.Frs; he can properly say that he is paying an increased rental. Such an increase would amount to 10%. It would violate common sense and the accepted meaning of the language for him say that he is paying a lesser rent, because the value of the Congolese franc as regards the US dollar has dropped by 30%.

7. An examination of the purpose of the Decree cited in paragraph 2 above appears also to confirm our proposed interpretation. This Decree constitutes one of a number of laws put into effect by Governmental authorities dealing with the subject of price controls. By Decret-Loi of 20 March, 1961, the Central Government declared price increases to be illegal. Thereafter on 14 November, 1961, the Commission de Change declared a "Blocage Général des Prix", effective as of 31 October, 1961; These various laws aim to prevent a run-away inflation and to maintain the maximum possible stability in the price level. An interpretation of the Decree in question that would allow for the payment of increased amounts of francs as rent by reason of the dollar conversion clause seems to us to run counter to the purpose of these laws. Unless the text of a law otherwise compels, it should be interpreted in a manner that will help accomplish and not frustrate or defeat its basic purpose.

8. We should like to deal briefly with an assumption that is implicit in the views proposed above. Where services or commodities are purchased pursuant to a written agreement, the price thereof can be interpreted to refer to the agreed or contract price, or, on the other hand, to the price actually paid. Generally, these two meanings will coincide, but under the dollar conversion clause, the contract price is fixed in dollars and the price (or rent) is paid in francs. The question may then be raised as to which of these two prices does the Decree freezing rents apply? For the reasons given, we think the Decree applies to the price actually paid. To hold otherwise, would be to adopt a formal verbalistic view inconsistent with the purposes and language of the Decree.



9. We therefore are of the opinion that the total amount of Congolese francs payable as rent by OHUC for a residential accommodation cannot exceed the amount of francs that was payable on 30 June, 1960. Since the amount of francs that was payable on that cut-off date lies within the particular knowledge of the lessor, it would seem appropriate to hold that the burden of proving this amount rests upon him. As acceptable evidence on this point, the lessor should be requested to copies of rent receipts, leases and any other available material relevant to the subject.

cc : M. Grunzweig  
M. Bronsena  
Colonel Lai

CF/sl



26 December

1

Mr. S.H. Ahmed, CAG

G. Taff, Assistant Legal Adviser

Adjustment of rentals

1. Mr. Kanakarathne has referred to me your memorandum of 17 December 1961 with attached letter of 16 December 1961 of the *Chambre de Commerce et Industrie* de Léopoldville. A number of lease agreements entered into by ONUC contain a clause providing that the rent shall be paid by ONUC in Congolese Francs in an amount to be determined on the basis of the "official" rate of exchange of Congolese Francs to US dollars, in effect on the date of payment. The question to be determined is whether the so-called "free rate of exchange" arising from recent regulations of the Congolese Government constitute the "official" rate within the meaning of such leases.
2. By Circular no. 1, dated 31 October 1961, the Monetary Council authorized the opening in Leopoldville of a "*Marché Libre des Changes*". The Circular further stated that "*la date d'ouverture de ce Marché sera fixée ultérieurement*". In its Circular no. 2, dated 2 November 1961, the Monetary Council laid down the basic rules according to which the "*Marché Libre*" was to operate, and provided that it was to be opened on 6 November 1961.
3. According to Circular no. 2, the "free market" rate of the Congolese Francs was to be derived as follows. Recognized banks were authorized to buy foreign currencies with Congolese Francs according to this formula - 80% at the rates published by the Monetary Council on 31 October 1961, and 20% at rates freely agreed to by the banks and the trades. (As regards US dollars, the rate of exchange to Congolese francs published by the Monetary Council on 31 October 1961 was 50 to 1). The average rate of exchange resulting from such purchases in any given week becomes the average to be used as the basis for purchases in the succeeding week.
4. The term "free" to describe the rate of exchange resulting from the application of this governmental prescribed formula appears to be somewhat of a misnomer. The formula is imposed by law, and any deviation therefrom is illegal.
5. Under the terms of the prescribed formula, the Government reserves to itself virtually full powers to determine what the rate of exchange shall be any given time. This power exists by reason of the fact that 80% of the amount of foreign currencies must be exchanged at the rate previously established by the Government, which in the case of US dollars amounted to 50 to 1. In addition, since the 20% portion can be exchanged only at a rate to which the "recognized" banks must agree, and since these banks naturally maintain very close relations with the Government, it seems clear that in reality it is the Government which is establishing and maintaining the so-called "free" rate of exchange under the new regulations.



6. It seems to us that the term "official" as used in the leases referred to above was intended to exclude rates of exchange that are of a personal character between private individuals. On the basis of the considerations set forth above, we consider that the current "free" rate of exchange constitutes the "official" rate within the meaning of the leases in question.

c.c. Mr. Bronsena  
Mr. Lai

CT/nb



ORGANISATION DES NATIONS UNIES  
AU CONGO



UNITED NATIONS ORGANIZATION  
IN THE CONGO

BOITE POSTALE 7248  
LEOPOLDVILLE  
REPUBLIQUE DU CONGO  
CABLE : ONUC LEOPOLDVILLE

INTER - OFFICE MEMORANDUM

17 December 1961

To: Mr. N. Kanakaratne, Legal Adviser  
From: S. Habib Ahmed, Chief Administrative Officer  
Subject: Adjustment of Rentals

..... I enclose, for the favour of your advice, a copy of memo No. GC/MM/03387 dated 16 December received by me from the Chambre de Commerce et d'Industrie de Léopoldville on the question of adjustment of rentals with reference to the recent re-evaluation of the Congolese Franc.

In my view, the question hinges on the fact whether the Government has actually changed the official rate, technically speaking, or only allowed commercial transactions to take place partially through the free market. If it is the former, there will then be no question of making an upward revision of the existing rents until the Government officially announces that it has abandoned officially the ratio of 50 CF. to the dollar.

In this connection, I would like to let you know that I am advised by the Chief Finance Officer that rental bills submitted by landlords and agents for the month of November have followed the amounts of rental presently provided for in the leases. In other words, no adjustment in the rental has been made as a consequence of the so-called re-evaluation of the Congolese Franc.

cc: Mr. A. Bronsema  
Mr. R.C. Lai

*Mr. Taff.*

*I should like to discuss this  
with you at your earliest convenience.*

*hak.  
19.12.61*