

ONUC
LEOPOLDVILLE
ONUC LOCAL SURVEY BOARD

Minutes of 29th Meeting
Held on 9 March 1962

PRESENT:

Mr B. Grunzweig, Deputy Chief Administrative Officer (Chairman)
Lt Col B. Lindeblad, Judge Advocate General
Mr A. J. Lindner, Deputy Chief Auditor
Mr M. Pasquet, Deputy Chief Finance Officer
Major T. P. Withane, Office of Military Personnel
Captain M. Dagg, Office of Military Personnel
Mr C. Taff, Assistant Legal Adviser
Mr B. Halbert, Secretary, Property Survey Board

The meeting convened at 4.00 p.m. in Room 611, Royal.

The Board examined 45 cases, and made the following recommendations:

Case No. ONUC/SB/134. ONUC 7808, Mercedes Benz Truck, ONUC-owned, driven by Mr Goma Fiti (Congolese local employee), Léopoldville, 6 March 1961, 0730 hours

While attempting to cross an intersection on Avenue 8^{ème} Armée (a secondary road), the ONUC vehicle struck a civilian car entering the crossroads on Avenue Valcke, a major road. The civilian driver died the next day as a result of his injuries. The estimated cost of repairing the ONUC vehicle is 49,348 C.frs.

After examining the Military Police report on the accident, the Board agreed that the ONUC driver was at fault. It was noted that he had been tried in a civil court and found guilty of manslaughter, and that his services had been terminated in March 1961. The Board took note of the fact that the insurance company had agreed to meet the claim from the widow of the deceased civilian driver. In view of the fact that the ONUC driver had been terminated, the Board felt there was no alternative but to recommend that ONUC bear the cost of repairing its vehicle.

Case No. ONUC/SB/404, Rev.1. ONUC 1730, Willys Jeep, ONUC-owned, driven by Captain Niall C. Sheridan ("C" Coy, 34th Irish Battalion), Elisabethville, 30 April 1961, 1530 hours

The number of the vehicle involved was ONUC 1730 and not ONUC 1780 as reported in the minutes of the 28th meeting held on 2 March 1962.

Case No. ONUC/SB/407. ONUC 2150, Willys Jeep, ONUC-owned, driven by Captain R. Fournier (57th Canadian Signal Unit), Léopoldville, 11 November 1961, 0025 hours

The ONUC driver stated that in attempting to avoid a collision with a passing car he moved his vehicle onto the shoulder of the road. In doing so the ONUC jeep skidded and turned over into a ditch. The estimated cost of repairing the ONUC vehicle is 29,020 C.frs. The accident was investigated by the Military Police and a Court of Inquiry was also convened to determine the cause of the damage to the ONUC vehicle.

The Board noted from the findings of the Court of Inquiry that the ONUC driver was not considered responsible for the accident. It was agreed that no blame could be attached to the ONUC driver.

Case No. ONUC/SB/436. ONUC C.11, VW car, ONUC-owned, driven by Lt Bekele Yigebawal (Ethiopian Tekil Brigade), Stanleyville, 29 July 1961, 1810 hours

While making a left turn from Avenue de la Tshopo into Rue des Cocotiers, the ONUC vehicle collided with a civilian car, coming in the opposite direction. The ONUC driver stated that he was on the correct side of the road.

The Congolese Police report states that the ONUC driver is to blame. However, the ONUC Ethiopian Military Police state that the Congolese driver was to blame. Due to the conflicting statements and diagrams submitted on the case, the Chief of Military Personnel was unable to assess responsibility. The estimated cost of repairing the ONUC vehicle is 13,488 C.frs. Because of the conflicting reports on this case, the insurance company will not attempt to recover the cost of repairing the ONUC vehicle nor will it compensate the other party.

Having examined the case file, the Board felt that it was not in a position to determine who was responsible for the accident. Under the circumstances it was felt that there was no alternative but to recommend that ONUC bear the cost of repairing its vehicle.

Case No. ONUC/SB/437. ONUC C.13 (J-5461), VW car, ONUC-owned, driven by Gabriel Ramazani (Congolese local employee), Stanleyville, 14 October 1961, 2000 hours

The ONUC driver was sent on an errand by the Administrative Officer, Stanleyville and did not return. The ONUC vehicle was found abandoned and damaged on 15 October 1961. After the vehicle

was found, the ONUC Ethiopian Military Police, as well as the local Congolese Police, were notified. The Administrative Officer, Stanleyville, reported that the ONUC vehicle appeared to have been involved in an accident. The estimated cost of repairing the ONUC vehicle is 12,716 C.frs.

The Board felt that the ONUC driver must be considered partly to blame as he failed to return to work. It was noted that steps had been taken to terminate his services.

Case No. ONUC/SB/438. ONUC C.29, VW car, ONUC-owned, driven by Captain V. R. Vijayarungam (C.O., Indian Supply Depot), Stanleyville, 2 November 1961, 22.30 hours

The ONUC driver reported that in attempting to avoid a collision with a vehicle coming in the opposite direction, he swerved and ran his car into a ditch. The ONUC driver stated that the road was slippery and that it was raining at the time of the accident. The matter was reported to the ONUC Military Police on 9 November 1961. The estimated cost of repairing the ONUC vehicle is 2,920 C.frs.

The Board noted that there had been no witnesses to the accident and that the ONUC driver had waited seven days before reporting the matter to the Military Police. Due to lack of information, the Board felt that it could not express an opinion as to the driver's responsibility. However, inasmuch as the ONUC driver had failed to make an immediate report on the accident as required by standing instructions, the Board recommended that the case be referred to the Force Commander for appropriate disciplinary action. In accordance with a previous decision taken by the Board in connexion with failure to comply with Logistics' instructions, it was recommended that the case be referred to UN Headquarters for consideration of the possible recovery of 50% of the cost of repairing the ONUC vehicle (1,460 C.frs) from the Contingent's Government.

Case No. ONUC/SB/439. No. AB-1691 (ONUC 58), Willys Jeep **CJ2A**, Contingent-owned, driven by Lt Aslok Kumar Mittal (53rd Ordnance Maintenance Platoon, HQ Indian Brigade), Léopoldville, 14 July 1961, 1220 hours

The ONUC driver reported that as he reached an intersection on Rue des Sénégalais he stopped his vehicle. As the traffic lights were not working, he then proceeded to make a left turn into Avenue Général Olsen. In doing so he collided with a civilian car coming in the opposite direction. The accident was investigated by the Military Police. The estimated cost of repairing the Contingent-owned vehicle is 5,000 C.frs.

The Board noted that the Insurance Company had advised ONUC that in the absence of a written statement by the Congolese Police, ONUC will not be able to recover in legal proceedings any compensation for damages caused by the other party. It was noted, however, that efforts are being made to work out procedures whereby Military Police Accident Reports will be countersigned by the Congolese Police. The ONUC Legal Adviser, upon the advice of a local attorney, advised that ONUC has no alternative but to bear the financial loss in this case, even though the civilian driver is considered to be at fault. The Board found the ONUC driver not responsible for the accident.

Case No. ONUC/SB/440. ONUC 59, Ford Fairlane, ONUC-owned, driven by Mr Victor Bourque (Security Officer), Léopoldville, 13 September 1961, 1210 hours

The ONUC driver stated that as he was driving up the ramp from the Royal garage he attempted to pass a civilian truck, parked on the ramp. On discovering there was not sufficient room to pass the parked vehicle, he reversed and struck the corner of the truck. The driver reported that the accident resulted from faulty acceleration of his vehicle. On checking the vehicle, however, the ONUC Transport Office found the acceleration to be in working order. The ONUC vehicle was repaired at a cost of 2,037 C.frs.

On the basis of the report submitted by the ONUC Transport Office, the Board felt that the ONUC driver was responsible for the accident and recommended that he be assessed 1,000 C.frs towards the cost of repairs.

Case No. ONUC/SB/441. ONUC 310 (formerly No. 90), Peugeot car, ONUC-owned, driven by Mr B. Grunzweig (international staff), Léopoldville, 24 December 1961, 2000 hours

As the ONUC driver turned into the driveway of a private residence on Avenue Chemin des Dames, Parc Hembise, he struck a stone wall which the driver stated could not be seen from the driver's seat. The report submitted by the Military Police was based on the driver's statement. The estimated cost of repairing the ONUC vehicle is 1,850 C.frs.

The Board agreed that the ONUC driver was responsible for the accident as he misjudged the entrance-way. It was recommended that he be assessed 925 C.frs towards the cost of repairs to the vehicle. The amount was paid prior to the staff member's departure from ONUC.

Case No. ONUC/SB/442. ONUC 310 (formerly No. 90), Peugeot car, ONUC-owned, driven by Mr B. Grunzweig (international staff), Léopoldville, 20 September 1961, 1910 hours

The ONUC driver reported that while passing a stationary ANC jeep, he was forced to swerve to the right in order to avoid a collision with an oncoming vehicle. As a result, the ONUC car side-swiped the stationary jeep. The accident was investigated by the Military Police. The ONUC vehicle has been repaired at a cost of 3,800 C.frs.

Having examined the police report, the Board agreed that the ONUC driver was responsible for the accident as he failed to take into account the speed of the approaching vehicle. It was recommended that he be assessed 1,900 C.frs towards the cost of repairs. This amount was paid prior to the staff member's departure from ONUC.

Case No. ONUC/SB/443. ONUC 313 (formerly No. 93), Peugeot car, ONUC-owned, assigned to Miss Naomi Osborne (international staff), Léopoldville, about 21 September 1961, 1030 hours

The ONUC driver reported that the car was damaged while parked in front of the Memling Hotel on or about 21 September 1961, and that the damage was reported to the ONUC Transport Office the following day. The Transport Office has no record of the accident and reports that the damage was discovered by Difco Garage during a monthly vehicle check. The estimated cost of repairing the ONUC vehicle is 5,879 C.frs.

The Board noted that the ONUC driver maintains that the accident was reported to Headquarters Transport Office. It was agreed that the driver was not responsible for the damage as the accident occurred while the vehicle was parked.

Case No. ONUC/SB/444. ONUC 454V, Pontiac, ONUC-rented, driven by Major L. E. Hjelm (Swedish), Elisabethville, 12 May 1961, 1015 hours

The ONUC driver reported that as he was proceeding along the road to the airport at approximately 80 k.p.h. he was confronted by two carts coming from the opposite direction in his lane of traffic. His report indicates that he reduced his speed to 30 k.p.h. and moved to the left in order to avoid them but in doing so moved into the path of a 3-wheeled civilian vehicle coming in the opposite direction. He braked; however, his car skidded and collided with the civilian vehicle. The estimated cost of repairing the ONUC vehicle is 13,100 C.frs, and of repairing the civilian vehicle 9,557 C.frs.

The Board noted that the Chief Logistics Officer considered that the ONUC driver was not to blame for the accident. However, it was the Board's opinion that the ONUC driver was at fault since he moved into the left lane despite the fact that a vehicle was approaching from the opposite direction. It was recommended that the case be referred to the Force Commander for appropriate disciplinary action. The Board also recommended that the case be forwarded to U.N. Headquarters for consideration of the possible recovery of the cost of repairs (13,100 C.frs) to the ONUC vehicle from the Contingent's Government. It was noted that the Insurance Company had agreed to meet the cost of repairing the civilian car.

Case No. ONUC/SB/445. ONUC RNA 497, Land Rover, Contingent-owned, driven by Lt Christian C. Ude (2nd Queen's Own Nigerian Regt), Luluabourg, 17 August 1961, 1953 hours

The ONUC vehicle crashed into the back of a civilian car when the latter stopped suddenly at a T-junction without signalling. The ONUC driver reported that he braked to avoid a collision but could not bring his vehicle to a stop in time. The passengers in the ONUC vehicle were injured as a result of the accident. The estimated cost of repairing the ONUC vehicle is 18,944 C.frs.

The Board noted that the accident had been investigated by the Congolese Police as well as the Military Police. It was felt that the ONUC driver was at fault as he was travelling too closely behind the civilian vehicle. The Board recommended that the case be referred to the Force Commander for appropriate disciplinary action. The Board also recommended that the case be referred to U.N. Headquarters for consideration of the possible recovery of the cost of repairs (18,944 C.frs) from the Contingent's Government.

The Board took note of the fact that due to the negligence of the Nigerian Unit in submitting the Accident Report five months late, the Insurance Company has refused to meet the civilian driver's claim for 97,244 C.frs. It was the Board's opinion that any settlement which ONUC is obliged to make should be recovered from the Contingent's Government.

Case No. ONUC/SB/446. ONUC 3 (formerly No. 552), Mercedes car, ONUC-owned, driven by Sgt L.A. Rodrigue, (Canadian, ONUC Military Police Co.), Léopoldville, 12 December 1961, 1500 hours

When the ONUC driver returned to his vehicle which was parked outside the PX, he noticed that it had been damaged. The accident was reported to the ONUC Transport Office the following day. However, the Military Police were not notified until 8 January 1962. The vehicle

was repaired at a cost of 6,800 C.frs.

Based on available reports, the Board felt that the ONUC driver could not be held responsible for the damage. However, it was recommended that the case be brought to the attention of the Force Commander inasmuch as the driver had failed to report the accident to the Military Police in accordance with standing regulations on this matter.

Case No. ONUC/SB/447. Damage to ONUC vehicles 612 (formerly No. 67), 759 (formerly No. 29) and 636, Léopoldville

The following three Volkswagens were damaged in unreported accidents:

ONUC 612. It is reported that the car may have been damaged when the officer to whom it was assigned was attacked by the ANC in November 1960. On 19 June 1961, the same officer reported the theft of a hub cap while the car was parked in the garage of the Sambre Building. The total estimate for repairing the vehicle is 5,235 C.frs.

ONUC 759. The officer to whom the car is presently assigned reported that the car was damaged when handed over to him on 1 August 1961. The vehicle was formerly used by Military Operations. The estimated cost of repairing the vehicle is 5,035 C.frs.

ONUC 636. The officer to whom the vehicle is presently assigned has reported that the car was taken over in its present condition in the presence of the Headquarters ONUC Officer. The estimated cost of repairing the vehicle is 7,815 C.frs.

The Board noted that neither the officers presently responsible for the vehicles nor Military Personnel were able to provide more information concerning the damage to the three ONUC cars. In view of the lack of information, the Board felt that it was not in a position to assess responsibility for the damage to the three vehicles. It was recommended that the cost of repairs be absorbed by ONUC.

Case No. ONUC/SB/448. ONUC 618 (formerly No. 201), VW car, ONUC-owned, driven by Mr J. Brissaud (international staff), Léopoldville, 31 October 1961, 1000 hours

The ONUC driver reported that as he moved his vehicle from a parking space on Avenue Valcke, he struck the car in front of him. The accident was not reported to the Military Police. The estimated

cost of repairing the vehicle is 1,500 C.frs.

The Board felt that the ONUC driver was responsible for the damage and recommended that he be assessed the full amount of repairs, 1,500 C.frs.

Case No. ONUC/SB/449. ONUC 626 (formerly No. 206), VW car, ONUC-owned, assigned to Mr A. Vesse (international staff), driven by Alphonse Mondanda (Congolesse local employee), Léopoldville, 20 and 27 September 1961

In a memorandum dated 2 October 1961, Mr Vesse reports that the ONUC car was damaged when his temporary driver was backing up the vehicle in the Difco Garage on 20 September 1961. It was further stated that the vehicle was again damaged on 27 September 1961 at approximately 6.30 p.m. when it struck a signpost outside the ONUC Guest House near the Royal building. Mr Vesse, who is no longer with ONUC, does not say who was driving the vehicle at the time of the second accident. Neither accident was reported to the Military Police. The two estimates of repairs amount to 4,532 C.frs and 10,936 C.frs respectively. The Chief of General Services, in his memorandum of 4 December 1961, requested that the cost of repairs be recovered from the individual concerned.

The Board noted that the two accidents had not been reported. It was recommended that the Congolesse driver (Alphonse Mondanda) be assessed 500 C.frs towards the cost of repairs resulting from the accident which took place on 20 September. The Board further recommended that Mr Vesse be assessed 50% of the cost of repairs (5,468 C.frs) resulting from the accident which took place on 27 September, as the damage was not reported in compliance with Administrative Circular 84, Add.1. Although Mr Vesse did not drive the vehicle himself, it was felt that he was responsible for it inasmuch as the car had been assigned to him.

Case No. ONUC/SB/450. ONUC 626 (formerly No. 206), VW car, ONUC-owned, driven by Eugène Dalu (Congolesse local employee), and ONUC RNA 574, Land Rover, Contingent-owned, driven by Pte James Onda (3rd Queen's Own Nigerian Regt), Léopoldville, 20 December 1961, 1145 hours

The driver of ONUC 626 collided with ONUC RNA 574 while backing his vehicle out of a parking space in the Royal parking lot. The cost of repairing ONUC 626 was 17,383 C.frs. The staff member to whom ONUC 626 is assigned reported that the Congolesse driver should only be held responsible for 540 C.frs as the vehicle was damaged when it was assigned to him on 12 October 1961. There was no damage to ONUC RNA 574.

The Board found the driver of ONUC 626 responsible for the accident. It was noted, however, that the driver had been terminated on 31 January 1962. Under the circumstances, the Board agreed that ONUC would have to bear the cost of repairs.

Case No. ONUC/SB/451. ONUC 626 (formerly No. 206), VW car, ONUC-owned, driven by Eugene Dalu (Congolesse local employee), Léopoldville, 17 January 1962, 1230 hours

According to the ONUC driver's statement, the civilian vehicle in front of him stopped so suddenly at a traffic light that even though he braked, he struck the civilian car in the rear. The civilian driver refused to give a statement when the accident was investigated by the Congolesse police. The ONUC driver reported that he telephoned the ONUC Military Police but that there was no reply. The estimated cost of repairing the ONUC vehicle is 11,299 C.frs.

It was the Board's opinion that the ONUC driver was responsible for the accident inasmuch as it was felt that he was travelling too close to the vehicle in front of him. The Board recommended that the ONUC driver be assessed 500 C.frs towards the cost of repairs. It was noted that the insurance company had agreed to meet the cost of repairs to the civilian vehicle.

Case No. ONUC/SB/452. ONUC 638, VW car, ONUC-owned, assigned to Procurement Section

When ONUC 638 was sent to the Difco Garage for maintenance on 9 October 1961, it was found that the fenders and the hood had been damaged. The Chief Procurement Officer reported that the car was already damaged when it was assigned to the Procurement Section in May 1961. Before being allocated to the Procurement Section, the car was used by numerous persons. As a result it was not possible to assess who had caused the damage. The cost of repairs are estimated to be 7,145 C.frs.

The Board noted that it was not possible to determine responsibility for the damage to the vehicle. Under the circumstances the Board felt that there was no alternative but to recommend that ONUC absorb the cost of repairs.

Case No. ONUC/SB/453. ONUC 639, VW car, ONUC-owned, driven by Miss M. Tabellini (international staff), Léopoldville, 19 November 1961, 1605 hours

As the ONUC driver was attempting to park her vehicle in the Royal parking lot, she struck the car parked next to hers. The damage was examined by the Military Police. The estimated cost of repairing the vehicle is 5,079 C.frs, of which 1,500 C.frs is attributed to this accident.

The Board noted from the Accident Report that the ONUC driver was responsible for the damage. It was recommended that the ONUC driver be assessed 1,500 C.frs towards the cost of repairs.

Case No. ONUC/SB/454. ONUC 667, VW car, ONUC-owned, driven by Mr G. Gallai (UNESCO), Léopoldville, 6 October 1961, 2130 hours

The ONUC driver states in his report that when he stopped on entering Boulevard Albert from Avenue Moulaert, the civilian car in front of him backed into his vehicle and then drove away before he could obtain the licence number. The accident was not reported to the Military Police. The estimated cost of repairing the ONUC vehicle is 4,533 C.frs. In his memorandum on the case, the Chief of General Services requests that the cost of repairs be recovered from the individual concerned.

The Board noted that the accident had not been reported. It was felt that as the ONUC driver failed to comply with standing regulations (Administrative Circular No. 84, Add.1), he should be held responsible for 50% of the cost of repairs. Accordingly the Board recommended that the driver be assessed 2,266 C.frs.

Case No. ONUC/SB/456. ONUC 681, VW car, ONUC-owned, assigned to Mr R. Schneider (WMO), Léopoldville

The Senior WMO Representative reports the damage to ONUC 681 occurred while the vehicle was parked and it was therefore not possible to discover who had been responsible for it. The accident was not reported to the Military Police. In his memorandum on the case, the Chief of General Services requests that the cost of repairs, 4,950 C.frs, be recovered from the individual responsible for the vehicle.

The Board noted that the damage had occurred while the vehicle was under the control of the former Senior WMO Representative. It was agreed that as the accident was not reported in compliance with Administrative Circular No. 84, Add.1, Mr R. Schneider, former Senior WMO Representative, should be held responsible for 50% of the cost of repairs, i.e. 2,475 C.frs.

Case No. ONUC/SB/457. ONUC 705, VW car, ONUC-owned, driven by Mr Oliver Jackman (international staff), Léopoldville, August 1961

The Chief, Office of Public Information, stated in a memorandum dated 5 December 1961, that the ONUC driver reported that he used the vehicle some time early in August and damaged the righthand door and left rear fender. The ONUC driver made verbal reports to both the Transport Section and the Security Office. However, he made no written report about the accident. The total cost of repairing the ONUC vehicle is 6,247 C.frs, of which the driver is only responsible for damage amounting to 4,340 C.frs. The rest of the damage occurred while the vehicle was a Pool car and as such was used by many different drivers.

Based on the driver's report to Chief, Office of Public Information, the Board agreed that Mr Jackman should be held responsible for damage to the righthand door and left rear fender of the vehicle. It was recommended that he be assessed 2,170 C.frs towards the cost of repairs.

Case No. ONUC/SB/458. ONUC 706, VW car, ONUC-owned, driven by Lt Col J. T. Ofner (Netherlands, ONUC Medical Supply Section), Léopoldville, 15 December 1961, 1210 hours

The ONUC car was parked in the Royal parking lot at 07.55 hours. When the driver returned to his vehicle at 12.10 hours he noticed that it had been damaged. No information could be obtained regarding the person responsible for the damage. The estimated cost of repairing the damaged vehicle is 1,000 C.frs.

On the basis of the information contained in the Military Police report the Board agreed that the ONUC driver was not responsible for the damage. In view of the lack of information as to which vehicle had caused the damage, the Board felt that it had no alternative but to recommend that ONUC absorb the cost of repairs.

Case No. ONUC/SB/459. ONUC 706, VW bus, ONUC-owned, driven by Sgt W. V. Rosalina ; and ONUC 2233, Willys Jeep, ONUC-owned, driven by L/Cpl Arjun Singh (Indian Provost Section), Léopoldville, 28 August 1961, 0930 hours

ONUC 2233 ran into the rear of ONUC 706 when the latter came to a halt at an intersection on Avenue 8th Army, in order to give right of way to a vehicle proceeding along Boulevard Albert. ONUC 706 has been repaired at a cost of 5,804 C.frs.

On the basis of the information obtained from the Military Police report, the Board agreed that the driver of ONUC 2233 is responsible for the accident because he was inattentive while operating his vehicle. The Board recommended that the case be referred to the Force Commander for appropriate disciplinary action. It was also recommended that the case be referred to U.N. Headquarters for consideration of the possible recovery of the cost of repairs (5,804 C.frs) from the Contingent's Government.

Case No. ONUC/SB/460. ONUC 706, VW car, ONUC-owned, driven by Lt H. O. F. Madsen (Danish Military Police), Léopoldville, 25 December 1961, 1550 hours

As the ONUC driver was proceeding across an intersection on Avenue Bangala, a major road, his vehicle was hit by a motor scooter entering the intersection from Avenue Dima. The ONUC driver applied his brakes but was unable to avoid being hit by the motor scooter. The estimated cost of repairing the ONUC vehicle is 3,377 C.frs. The matter has been reported to the insurance company.

After examining the Military Police report and other documents on this case, the Board agreed that the civilian driver had been at fault as he failed to yield right of way to the ONUC vehicle, as required by road signs at the intersection.

Case No. ONUC/SB/461 ONUC 857 (formerly No. 53), Ford Anglia, ONUC-owned, driven by Mr E. K. Walter (international staff), Léopoldville, 30 June 1961

The ONUC driver states that when his car was parked during the Independence Day celebrations, a number of persons climbed onto the vehicle and damaged it. As he did not consider this to be an accident it was not reported until some three months later. The estimated cost of repairing the vehicle is 5,300 C.frs.

The Board noted that the ONUC driver had not caused the damage to the vehicle. However, it was noted that he had failed to report the damage, as required by the standing instructions on this subject. The Board recommended that Mr Walter be assessed 50% of the cost of repairs (2,650 C.frs), inasmuch as he had failed (a) to take proper care of the ONUC vehicle, and (b) to report the damage.

Case No. ONUC/SB/462. ONUC 1056 (formerly No. 12), VW bus, ONUC-owned, driven by Léon Munayama (Congolesse local employee), Léopoldville, 27 October 1961, 1400 hours

The ONUC driver states that as he was overtaking an ANC vehicle on Avenue Prince Baudouin, the latter began to overtake a vehicle in front of it. As a result the ANC jeep struck the right front fender of the ONUC car. The ONUC driver notified the Transport Section and the Congolesse Police. However, it was not reported to the Military Police in time to permit an investigation. The ONUC driver could not give the name of the Congolesse Police Commissaire who investigated the accident or the other driver and vehicle involved. The Military Police did not assess responsibility for the damage because of lack of evidence but suggested that the ONUC driver was travelling too fast for road conditions. The ONUC vehicle was repaired at a cost of 9,825 C.frs.

Because of the lack of evidence on this case, the Board felt that it could not assess responsibility and recommended that the cost of repairs be absorbed by ONUC.

Case No. ONUC/SB/463. ONUC 1748, Willys Jeep, ONUC-owned, driven by Peter Baumgartner (Red Cross delegate), Stanleyville, 21 October 1961, 1130 hours

As the driver proceeded along the route Wamba-Paulis at approximately 55-60 k.p.h., he suddenly entered a bad section of the road. His jeep was carrying luggage and 400 litres of gasoline. The driver reported that on entering a bad section of the road, his wheels caught in a rut and the jeep skidded and turned over into a ditch. The Administrative Officer reported that the driver was travelling too fast for road conditions. The vehicle was condemned by an E.M.E. inspection team as being beyond economical repair and the Senior Staff Officer, E.M.E., in a memorandum dated 18 December 1961 /HQ ONUC (LOGS) 511/31-EME/ requested authorization to cannibalize the vehicle in the ONUC workshop, Stanleyville.

On the basis of information contained in the case file, the Board felt that the ONUC driver was responsible for the accident. It recommended that the case be referred to the ONUC Chief Finance Officer for recovery of the cost of the vehicle from the League of the Red Cross.

The Board recommended write-off and cannibalization of ONUC 1748 (Willys jeep pick-up, Engine No. T-117601, Chassis No. 21660, cost \$2,750), as proposed by the Senior E.M.E. Officer.

Case No. ONUC/SB/464. ONUC 2118, Willys Jeep, ONUC-owned, driven by Mr Garcia Fernandes (Security Officer), and ONUC 8423, Bedford truck, ONUC-owned, driven by Yorkase Angough (2nd Bn Nigerian Army), Léopoldville, 18 August 1961, 1430 hours

As ONUC 2118 entered the bridge detour on Avenue Josephine Charlotte it collided with a civilian bus coming in the opposite direction. The driver of ONUC 2118 states that the bus was approaching in the middle of the road. After the collision, the driver of ONUC 8423 tried to pass on the right of the bus but scraped the side of it. The accident was investigated by the Military Police. The estimated cost of repairing ONUC 2118 is 2,900 C.frs. There was no damage to ONUC 8423. The accident has been reported to the Insurance Company.

On the basis of the information contained in the Military Police report, the Board agreed that the civilian driver is to blame for the accident as he failed to allow sufficient room for the ONUC vehicle to pass.

Case No. ONUC/SB/466. Write-off and disposal of vehicles at Kitona Base

During an E.M.E. technical inspection of vehicles held on charge by the Base Administrator, Kitona Base, the following were classified as beyond economical repair:

<u>ONUC No.</u>	<u>Make and Type</u>	<u>Chassis No.</u>	<u>Engine No.</u>	<u>Cost of Vehicle (\$)</u>
3514	Minerva Land Rover	36630237	36130778	2,500
3518	" " "	36631865	26197871	2,500
3519	" " "	36636816	3614150	2,500
8253	Bedford truck	GA9716-4255-4	RL-12493	6,000
8254	" "	GA8412-4303-10	RL-11079	6,000

The first four vehicles (ONUC 3514, 3518, 3519 and 8253) are considered beyond economical repair due to wear and tear. The fifth vehicle was involved in an unreported accident while it was on charge to the Tunisian Brigade. General Services, Logistics and E.M.E. have no record of an accident report being submitted on this vehicle. In a memorandum dated 27 September 1961, reference HQ ONUC (LOGS) 511/31 EME, the Senior Staff Officer of E.M.E. recommends that all five vehicles be written off and cannibalized. It was proposed that cannibalization be undertaken by the Kitona Base workshop under the supervision of the E.M.E. workshop and inspection team no. 6, and that serviceable major components and spare parts, after cleaning and

necessary overhaul, be stocked and used by the ONUC Base workshop, Kitona.

The Board recommended that vehicles ONUC 3514, 3518 and 3519 be written off and cannibalized as proposed by the Chief Logistics Officer. The Board further recommended that the case be referred to Headquarters, New York for (a) consideration of the possible recovery of the cost, \$6,000, of Bedford truck No. ONUC 8254, from the Tunisian Government, (b) approval to write off and cannibalize ONUC 8253 and ONUC 8254 as the value of these vehicles exceeds the write-off authority delegated to ONUC.

Case No. ONUC/SB/467. Loss of Telecommunications Equipment

A telegraphic typewriter was lost in transit between Albertville and Léopoldville on 22 October 1960. An investigation was made but the typewriter was not recovered.

General Services attempted to trace the telegraphic typewriter but were unsuccessful in this regard. In a memorandum dated 25 November 1961, the Chief of General Services supported a request by the Chief Communications Officer that the item be written off in view of the time which had elapsed since the typewriter was lost.

The Board recommends that the telegraphic typewriter, Underwood Serial No. 6763136 (costing approximately \$200), be written off and ONUC records adjusted accordingly.

Case No. ONUC/SB/468. Loss of Communications Equipment

In a memorandum dated 6 October 1961, the Chief Communications Officer reported that 3 Motorola Handie-Talkies radios were destroyed in the crash of ONUC DC.6 plane no. SEBDI near N'Dola, S. Rhodesia, on 17 September 1961, in which Mr Hammarskjold and other UN staff members lost their lives.

The Board recommended that the three radios, type H21/7, serial nos. H-439, H-1702, and H-1724, total value \$1,200, be written off and that the ONUC records be adjusted accordingly.

Case No. ONUC/SB/469. Loss of "C" rations

A consignment of "C" rations (supper menu no. 4) was despatched by the ONUC Supply Depot in Léopoldville and received by the Movement Control in Albertville on 17 December 1961. On unloading and checking it was found that 10 cartons had been broken and that 250 packets of rations were missing. The value of the lost rations is \$162.50.

The Board noted that no information could be obtained regarding the missing "C" rations. It was recommended that the 250 packets of rations be written off as proposed by the Chief Logistics Officer and that ONUC records be adjusted accordingly.

Case No. ONUC/SB/470. Loss of equipment at Lovanium University

... The items on the attached list were lost during the Extraordinary Session of Parliament held at Lovanium University from 14 July to 4 August 1961. Most of the items disappeared during the rapid dispersal of delegates and service personnel at the end of the Session.

Laundry bags were used to carry away personal belongings. The former Chief of General Services decided to accept the loss of the various items rather than to delay the departure of the parliamentarians and other personnel. The loss of cutlery and crockery is partly due to pilferage and partly to breakage.

By a memorandum of 23 September 1961, the Chief of Supply and Purchase Control recommends that the items on the attached list (valued at 53,580 C.frs) be written off and charged against Account No. 420 (Lovanium).

The Board recommended that the ONUC property valued at 53,580 C.frs be written off as proposed by the Chief, Supply and Purchase Control and that ONUC records be adjusted to reflect the loss.

Case No. ONUC/SB/471. Disposal of unserviceable/repairable stores

By memoranda of 14 March 1962 - HQ ONUC (LOGS) 401-ORD, and 7 April 1962 - HQ ONUC (LOGS) 450/20-ORD, the Senior Logistics Officer requested that a number of unserviceable items and miscellaneous scrap, ... as per Appendix 'A', being held by the ONUC Base Ordnance Depot, Léopoldville, surveyed and found to be beyond further use by an Ordnance inspection team composed of Logistics and Procurement officials, be written off and sold in accordance with standing U.N. regulations.

The Board took note of the declarations for disposal giving description and quantity of condemned items, as well as the evaluation of the inspection team, duly endorsed by the Chief Logistics Officer.

The Board recommended that: (a) the unserviceable stores be written off and ONUC records adjusted accordingly; (b) pursuant to Financial Rule 110.36(e), ONUC's technical assistance, Social Affairs Section, in cooperation with the local Red Cross charter, be allowed to select condemned stores which might be re-conditioned and used in connexion with relief projects; (c) the Chief Procurement Officer be authorized to sell the remaining condemned stores and scrap in accordance with standing U.N. financial regulations governing the disposal of U.N. property; (d) items not having re-sale value be destroyed in the presence of Logistics and Procurement officials.

Case No. ONUC/SB/472. H-13 Helicopter, serial no. 57-6212 - crashed Kitona Base, 31 January 1961

ONUC records indicate that the helicopter was acquired under Assist letter US-ONUC 18 for \$41,450. The helicopter was sent to the U.S. Army Depot in Germany in March 1961, under Assist letter US-ONUC 86-235 for repairs and 900-hour inspection. After a survey of the aircraft, the Depot found it to be beyond economical repair and advised that it be salvaged. This was reported to Field Service, New York in cable ONUC 1790.

Cable 2352 from Field Service, New York, agreed that the helicopter was not worth repairing and requested that the action be reported through the ONUC Survey Board.

The Board noted that all available information concerning the crash had been sent to Headquarters, New York. It was agreed that the case be included in the local Survey Board minutes for record purposes.

Case No. ONUC/SB/473. H-13 Helicopter, Serial No. 57-6224

This aircraft was sent from the Congo to the U.S. Army Depot, Germany, for repairs and 900-hour inspection in March 1961, under Assist Letter US-ONUC 86-235. After preliminary inspection of the helicopter it was found to be beyond economical repair. This information was reported to Field Service, New York, in ONUC cable 1790 from the Chief Air Engineering Officer. It was reported that the repairs to the helicopter would cost approximately 85% of the dollar acquisition value. ONUC records indicate that the helicopter was acquired under Assist Letter US-ONUC 8 at a cost of \$41,450.

Cable 2352 from Field Service, New York, agreed that the helicopter was not considered worth repairing and requested that this action be reported through the ONUC Survey Board.

The Board noted that Headquarters, New York, had already acted on this case. It was agreed that the case should be included in the local Survey Board minutes for record purposes.

Case No. ONUC/SB/474. H-19D helicopter, serial no. 57-1620, captured by Katangese Gendarmerie, Jadotville, (Katanga), 23 September 1961

The aircraft was being used to carry supplies from Elisabethville to Jadotville for the Irish Unit. On 23 September 1961, after unloading a shipment of stores, the pilot was forced to abandon the helicopter at Jadotville as a result of fighting around the airport. The helicopter was captured by Katangese forces.

The Commanding Officer, Helicopter Flight, at N'Djili Airport reported that the aircraft had been painted with Katangese colours and was seen in Jadotville, Kolwezi and the Rhodesian border area. Air Operations confirmed that as late as 13 June 1962, the helicopter had not been recovered. Unofficial reports from Katanga indicate that the helicopter was severely damaged during the December hostilities.

The Board recommended that write-off action be postponed until official confirmation could be obtained regarding the destruction of the helicopter.

It was noted that the H-19D helicopter was acquired under Assist letter US-ONUC 157. The cost of the helicopter could not be obtained from ONUC records.

Case No. ONUC/SB/475. C-47 aircraft, serial no. 43-48666A (UN 209) sabotaged at Elisabethville Airport, 10/11 September 1961

During the night of 10/11 September 1961, the aircraft was sabotaged while parked at Elisabethville Airport, although the area was guarded by U.N. troops. At the time the C-47 was sabotaged, U.N. aircraft were still being serviced by civilian maintenance crews. Sabotage was carried out by putting sugar and sand into the aircraft's fuel tanks. A take-off was attempted on 12 September but the engines failed to develop full power, due to fuel contamination. On 17 November 1961, the airport was bombed and the plane suffered complete distortion of the main fuselage, and shrapnel damage to the main aircraft structure, rendering the C-47 beyond economical repair or rebuilding. Serviceable parts were recovered for use in the maintenance programme.

The former Air Commander has recommended that C-47, serial no. 43-48666A (UN 209) be written off and removed from U.N. inventory.

The Board recommended acceptance of the proposal put forward by the former Air Commander. It was noted that it had not been possible to determine from ONUC records under what authority the aircraft had been acquired or the price paid.

The Board requested that the case be referred to Headquarters, New York, to obtain approval for write-off action.

Case No. ONUC/SB/478. H-19 helicopter, serial no. 57-5929, Crashed Luluabourg area, 27 August 1961, Pilot Flight Lt Vagn Dahl, Royal Danish Air Force

On 27 August 1961, 3 helicopters, including 57-5929, left Luluabourg at 10.45 to make a reconnaissance flight over the Luluabourg river. After flying for one hour and 10 minutes the helicopter landed on the shore of the river. The landing was normal but as helicopter 57-5929 was not on level ground it was decided to move it further from the river. The helicopter made a normal take-off but in doing so the main rotor struck a tree with the result that the helicopter settled heavily into the bushes.

As a result of the accident the helicopter suffered extensive structural damage and was declared to be beyond economical repair. The location of the crash and the associated transportation expenses involved in shipping the aircraft to Europe for repair were considered prohibitive. All salvageable parts were removed from the crash site and returned to depot stock, after having been cleared and declared useable by the Air Engineering Branch.

The pilot is reported to have had 1,690 hours on helicopters and was checked out in Denmark. His total hours on H-19s at the time of the accident was 880 hours. He had flown 17 hours 50 minutes during the seven days prior to the accident.

In a note dated 4 October 1961 to the Chief Administrative Officer, the former Air Commander, ONUC Air Operations, stated that in his opinion the accident was due to pilot's error in that he allowed the main rotor to strike a tree resulting in loss of lift and causing the aircraft to settle heavily on to the ground. The former Air Commander also requested that the aircraft be written off and removed from ONUC records.

Based on the former Air Commander's findings, the Board recommended the case be referred to Headquarters, New York, for consideration of the possible recovery from the Contingent's Government of the cost of the aircraft, less depreciation and the value of recovered parts. It was noted that ONUC did not possess the manuals to permit pricing of the recovered parts.

According to ONUC records the helicopter was acquired under Assist letter US-ONUC 25 at a cost of \$137,475.

The Board requested that Headquarters' approval be obtained to write off the helicopter and remove it from ONUC records.

Case No. ONUC/SB/479. C-47 Aircraft, serial no. 43-15544A (UN 203), Crash-landed at Tshikapa, 29 June 1961, Pilot Flight Lt Saxena

The C-47 took off from Luluabourg for Tshikapa on a routine supply mission on 29 June 1961 at 1200 z. hours. The flight from Luluabourg to Tshikapa was reported to have been normal. After unloading supplies at Tshikapa the plane was lined up for take-off at 13.30 z. hours following take-off procedures.

Immediately on becoming airborne the starboard engine lost power and the aircraft swung viciously to the right in the direction of high ground approximately fifteen feet above the level of the runway. The pilot abandoned further take-off efforts and attempted a forced landing. The result was that the aircraft rolled approximately 300 yards on its wheels. The pilot then retracted the under-carriage and the plane settled to the ground.

An investigation of the forced landing indicates that the accident was due to starboard engine failure immediately after take-off. The exact reason for engine failure is not known.

The Base Commander, UN Air Transport Base, requests the aircraft be written off and removed from the ONUC records.

The former Air Commander, ONUC Air Operations, supports the request that the aircraft be written off as it is considered to be beyond economical repair.

Salvage action has been taken on all parts that are of value. The former Air Commander considers the findings of the investigation to be inconclusive as to the exact cause of engine failure. He has stated that had more decisive action been taken immediately after the crash, more information would be likely to have been obtained.

In reply to a request from the Survey Board for a more complete investigation as to the cause of the crash, the former Air Commander replied that the only investigation prepared regarding engine failure is a report submitted by the Air Engineering Officer. The exact reason for engine failure remains obscure.

ONUC records do not indicate under what authority the aircraft was acquired or the price paid.

The Board noted that the accident is reported to have been caused by engine failure, the cause of which could not be determined. It was further noted that it had not been possible to obtain a more conclusive investigation on the accident.

The Board recommended that the case be referred to Headquarters, New York, to obtain approval to write off the aircraft and remove it from ONUC inventory, as proposed by the former Air Commander.

Case No. ONUC/SB/480. H-19D helicopter, serial no. 57-5936.
Force-landed 17 May 1961

Helicopter 57-5936 left Mwene Ditu at 16.40 hours on 17 May 1961 en route to Luluabourg. The aircraft carried a pilot and co-pilot, a mechanic and three passengers from the Ghana Brigade. One of the purposes of the flight was to collect a new booster pump for another helicopter which had refused to start when the two aircraft were being prepared for the return flight to Luluabourg.

Approximately 7 minutes after take-off, the crew noticed white smoke coming from the exhaust pipe. Approximately 30 seconds later the engine stopped, the pilot set controls to autogyrator and the aircraft reached the ground without incident. The emergency landing took place in the bush, approximately 9 miles north-west of Mwene Ditu. Following the forced landing, the crew and passengers made their way to the railway line and placed a call to the Ghana Brigade Detachment in Mwene Ditu.

Information regarding the forced landing reached the Helicopter Squadron on 19 May 1961. The next day a technical team was sent to the plane to undertake an inspection and possible repairs. The Ghana Brigade detailed a guard to protect the aircraft.

An inspection of the aircraft indicated that complete engine-change was needed. The Chief Engineering Officer was advised of this and on 20 May a replacement engine was flown to Luluabourg. Due to lack of a workable fork-lift, the replacement engine was not put on the train which left Luluabourg for Mwene Ditu the same day. On 21 May the military guard was withdrawn due to unrest in the area. The helicopter maintenance personnel continued the work of stripping the aircraft the following day. All important parts except the fuselage, the main rotor gear, and the unserviceable engine were removed and transported to Luluabourg for onforwarding to Léopoldville.

ONUC records indicate that the H-19D helicopter was acquired under Assist letter US-ONUC 157. The cost of the helicopter is not available.

The Board noted the loss of the aircraft was due to the fact that the engine was not put on the train for transportation to the site of the forced landing. It was further noted that the former Air Commander considered that the responsibility for loading the new engine onto the train rested with the Movement Control Unit at Luluabourg. Although an investigation was requested concerning Movement Control's responsibility in placing the new engine aboard the train to Mwene Ditu, the Board noted that no action had been taken in this respect.

The former Chief Air Engineering Officer requests that the helicopter be written off and removed from the records.

During a re-examination of the case, the Board noted that despite several requests for information regarding the failure to deliver the replacement engine to the crash site, Movement Control had taken no action to convene a Board of Inquiry to investigate the matter.

The Board requested that the case be referred to Headquarters, New York, to obtain approval to write off the aircraft and to remove it from ONUC's records.

Case No. ONUC/SB/481. H-19 Helicopter, serial no. 57-5943. Crashed at Nyunzu, 14 March 1961. Pilot Lt Ytrestoyrl, Norwegian Air Force

This aircraft had been based in Albertville but it was decided that it should be returned to Kamina on 14 March 1961. On 13 March, a Norwegian helicopter technician discovered an oil leak. However, it was decided that there would be no risk to fly the helicopter to Kamina the following day. On the morning of 14 March, helicopter 57-5943 accompanied by two other helicopters of a similar type, took off from Albertville with destination Kamina, via Kabalo. After passing Nyunzu, the pilot of helicopter 57-5943 reported that engine oil pressure had dropped to zero and that he intended to land in Nyunzu where there were U.N. troops. The two other helicopters also landed at the same field.

Some minutes after mechanics started to examine helicopter 57-5943, trouble broke out and the crews were taken prisoner by the ANC and Balubas. As the landing field was not in the same part of town as the Ethiopian Camp it was some time before the U.N. troops became aware of the trouble. The Ethiopian Company Commander attempted to obtain the release of the air crews by discussing the matter with the ANC. As this failed, the Ethiopians attacked the building where the crews were held prisoner and managed to release them. The crews were then escorted to their aircraft and the two serviceable helicopters were moved to the Ethiopian Camp. At 16.30 hours the two serviceable helicopters continued their flight to Kabalo, carrying crew members of the damaged aircraft, as well as

wounded Ethiopians. The same evening the Ethiopian Company in Nyunzu received orders to withdraw, due to the superiority of ANC troops in the area. On 8 April 1961 a helicopter passed over Nyunzu and reported that the aircraft which had been left behind appeared to be intact. Katanga troops occupied Nyunzu on 18 April. As a result U.N. Headquarters, North Katanga, did not grant permission to attempt to recover helicopter 57-5943. When U.N. troops arrived in Nyunzu on 24 April 1961, it was established that helicopter 57-5943 had been badly damaged by natives.

Between 5 May and 14 November 1961, it was possible to recover the carburettor, generator, stabilizer, and other parts from the tail assembly, the engine power pack, main gear box, quick-change complete with star assembly, and main rotor head.

The report covering this aircraft states that although it was not possible to determine the cause of the loss of oil pressure, unconfirmed information indicates that oil leaked out through a plug-hole.

The helicopter was acquired under Assist Letter US-ONUC 157. The cost of the helicopter is not available.

The former Chief Air Engineering Officer has requested that H-19 helicopter, serial no. 57-5943 be written off and removed from the records.

The Board felt that as the aircraft was abandoned due to hostile ANC action, no responsibility could be attached to the pilot.

The Board recommended that the case be referred to Headquarters, New York for approval to write off the aircraft and to remove it from ONUC records.

Case No. ONUC/SB/483. Sale of surplus potatoes

By memorandum of 10 March 1962 (LEO/2-5537/S), the Chief Procurement Officer requested authority to dispose of by sale 20,000 lbs of fresh potatoes declared by Supply Depot, Léopoldville, to be surplus to ONUC requirements as: (a) this item can now be procured from Rhodesia thus avoiding expensive airlift from Léopoldville and (b) South African vendors could not cancel shipments already on order.

The Board noted that the potatoes were taken into the supply Depot, Léopoldville, at a c.i.f. price of 114 C.frs per 37½ lb bag, and that a local buyer (Congo Frigo) offered 128 C.frs per bag of the same weight.

The Board recommended that the 20,000 lbs of surplus potatoes be sold in accordance with the above offer, subject to the Congolese authorities being notified in order that appropriate duties may be collected from the local buyer. It was agreed that the potatoes should be disposed of as soon as possible in order to avoid deterioration and loss to ONUC.

The meeting rose at 5.00 p.m.

C. F. M. M. M.
Chairman

[Signature]
Secretary, Property Survey Board

Approved:

[Signature]
Chief Administrative Officer

Loss of ONUC Equipment at Lovanium University

<u>Item</u>	<u>Total C.frs</u>
8 Aprons, Cook, Khaki	320
9 Aprons, White	495
297 Bags, Laundry	14,850
71 Bedsheets, white, single	3,834
32 Blankets, cotton, sp. pattern	3,072
28 Bowls, eating, plastic	420
1 Bowl , sugar, pyrex	11
4 Buckets, galvanized	316
4 Caps, cook bonnet	150
1 Cleaver, butcher, 15" blade	480
20 Cloths, table, plastic	1,100
75 Cups, plastic, 8 oz.	1,650
2 Forks, serving	48
109 Fork, table	1,417
1 Knife, bread, wooden handle	132
3 Knife, Sharpener, Credo Midl	120
2 Knives, Cook, 23" blade	424
2 Knives, Cook, 25" blade	528
175 Knives, table	5,250
1 Ladle	45
1 Set - Numbering Plates, Metal	60
1 Opener, bottle	25
4 Opener, can	132
73 Pillow Slips	1,606
12 Pitchers, water, Glass "Bolta"	936
4 Plates, eating, plastic 7½"	140
14 Plates, eating, plastic 10"	490
46 Shaker, salt and pepper	1,288
88 Spoons, tea	880
78 Spoon, table	1,014
2 Staplers	392
186 Towels, hand	4,185
56 Ash Trays, table model	1,680
6 Trays, mess, compartment	2,370
2 Trays, serving, plastic	290
9 Trousers, cook, khaki	1,350
8 Tumblers, drinking glass, 4 oz.	160
64 Tumblers, drinking, plastic, 10 oz.	1,920
Total C.frs	53,580

PROPERTY AND CLAIMS BOARD

Appendix A - Case No. 471

Disposal of unserviceable/non repairable stores

<u>Sv. No.</u>	<u>Item</u>	<u>Ord. Cont.</u> <u>No.</u>	<u>Date</u>	<u>Weight</u>
1)	Signal Scrap	0129 0115/17 0129	15.10.61 30.11.61 31.3.62	433½ lbs
2)	Metal Scrap	0129 0115/23 0129	15.10.61 30.11.61 31.3.62	2,878 "
3)	Rubber Scrap	0129 0115/25 0129	15.10.61 30.11.61 31.3.62	806 "
4)	Wooden Scrap	0129 0115/20 0129	15.10.61 30.11.61 31.3.62	1,637 "
5)	Canvas old	0129 0115/21 0129	15.10.61 30.11.61 31.3.62	2,274½ "
6)	Miscellaneous Scrap	0129 0115/26 0129	15.10.61 30.11.61 31.3.62	756½ "
7)	MT Scrap	0129 0115/18 0129	15.10.61 30.11.61 31.3.62	2,188½ "
8)	Leather Scrap	0129 0115/24 0129	15.10.61 30.11.61 31.3.62	563 "
9)	Cotton rags	0129 0115/22	15.10.61 30.11.61	14,786 "
				<u>Quantity</u>
10)	Blankets	0129 0115/19 0129	15.10.61 30.11.61 31.3.62	2,807 Nos

.../...

<u>Sv. No.</u>	<u>Item</u>	<u>Ord. Cont.</u> <u>No.</u>	<u>Date</u>	<u>Quantity</u>
11)	Assorted Batteries	0129	15.10.61	
		0115/18	30.11.61	
		0129	31.3.62	284 Nos
12)	Cotton Mattresses	0115/28	30.11.61	14
13)	Typewriters	0129	15.10.61	
		0115/27	30.11.61	
		0129	31.3.62	4
14)	Assorted car tyres	0129	15.10.61	
		0115/18	30.11.61	
		0129	31.3.62	769
15)	Wooden camp	0129	15.10.61	
	Cots complete kit	0129	31.3.62	16
16)	Refrigerator	0129	31.3.62	1
17)	Generator windpower model G-1518-0611-			
	DC 1500 Watt	0129	31.3.62	1
18)	Cylinder Acetylene	0129	31.3.62	1
19)	Engine assembly M-4	0129	31.3.62	6
	" "			
	(Volswagon)	"	"	4
	Engine assembly			
	(Landrover)	"	"	3
20)	Common alarm clock Regd no.1958			
	ME 508	0129	31.3.62	4
21)	Wrist watches BER Regd No.3610/780401			
	P-8729,134243 YL79Z	0129	31.3.62	4
22)	Gravity Run Way Rollers	0129	15.10.61	3
23)	Transformer Prim 115-100V AC Second- ary 250 V. 2 Amp 2(5)V 2 Amp 6-3V 2 Amps	0129	15.10.61	1

.../...

<u>Sv. No.</u>	<u>Item</u>	<u>Ord. Cont.</u> <u>No.</u>	<u>Date</u>	<u>Quantity</u>
23)	Transformer Prim 115-110V AC Secondary 2.5V. CT 10 Amps R.M.S. Break down Test between Winding	0129	15.10.61	1
"	Transformer Prim 117 V AC Secondary 2.5 V.100 VCT 220 ma (2) 2.5.V CT 5 Amp (3) 5 V 10 Amps	0129	15.10.61	5
24)	Cylinder Bloc Assy (consisting of piston Assy W/connection Rod-4)	0129	15.10.61	1
25)	Receiver and Transmitter	0129	15.10.61	1
26)	Radio Set AB/GRC-9 (Signal)	0129	15.10.61	1
27)	Binoculars Prismatic No.2 MK III Regd Nos 252874,273842 Mk III	0115/38	2.2.62	2
28)	Watches Wristlet S.no.M. 16492 - M.12310 - M.12448 P. 26051 - H.10118/34081 P. 8570/13570 14590	0115/38	"	7
29)	Compasses Prismatics MK 111 Regd No. 319003 C	0115/40	"	1

Léopoldville, 7 June 1962

Mr. Taff

Survey Board

Case No. 377, Rev. 1. -- Request for Re-examination

The Netherlands Contingent Commander has requested re-examination of this case as he has new evidence to provide and would like to be present at meeting.

Case No. 482. ONUC 7 (S 4543), Station Wagon Ford, ONUC-rented, driven by Sgt. Per-Gunnar Martinsson (Swedish Battalion), Elisabethville, 29 July 1961, 2030 hours.

The ONUC driver was on his way to the Swedish Camp. He states that as he was driving along the Chaussée Kasenga at approximately 60 kph he suddenly came upon a 'T' junction with the Shindaika Road. He changed from third to second gear, applied his brakes and the car skidded. He lost control of the vehicle and it ran into a ditch. When the Military Police arrived to investigate, the vehicle had already been removed.

On 1 February 1961 the Swedish Battalion in Elisabethville rented the car from Mr. Keen Fung without the knowledge of Civilian Headquarters. In April 1961 ONUC Elisabethville entered into a contract with Mr. Keen Fung for rental of the vehicle retroactive to 1 February 1961. Rent paid up to the time of the accident amounted to K.frs. 66,000.

The following points are relevant to this case:

- a) According to the Military Police report the ONUC driver was travelling too fast for driving conditions.
- b) The wrecked vehicle was stolen from Verfailles Garage by Katangan Gendarmes during the fighting which took place in December.
- c) The hire-purchase clause of rental contract was deleted by Mr. Keen Fung when the contract was established.
- d) Insurance coverage carried by ONUC is against third party liability.
- e) Under the terms of the rental contract ONUC was responsible for insurance coverage ("assurance omnium et assurance au tiers")
- f) ONUC Elisabethville has requested authorization to pay the owner of the vehicle K.frs. 40,000 and to give him the wreck of the Ford station wagon ONUC S 4543 which is considered uneconomical to repair, in order to settle this matter.
- g) The Chief of General Services in his memorandum of 29 November 1961 has indicated that the vehicle was worth K.frs. 50,000 before it was demolished.

The owner of the vehicle has informed ONUC that he is willing to settle the claim for the missing vehicle for 42,500 K.frs. to be paid in South African currency.

On the basis of information contained in the Accident Report it was the Board's opinion that the ONUC driver was responsible for the accident. It was recommended that the case be referred to the Force Commander for appropriate disciplinary action. The Board further recommended that the case be referred to Headquarters New York to recover the cost of the vehicle (42,500 K.frs.) from the Contingent's Government.

Case No. 503. ONUC 760, VW car, ONUC-owned, driven by Lt. J.C.R. Boulay (Canadian, Signal Unit), Leopoldville, 11 February 1962, 0100 hours.

The ONUC driver states that as he was proceeding along Boulevard Leopold III, a car overtook him. He hugged the side of the road too closely when trying to avoid this vehicle and went off the road. Although he applied the brakes, the ONUC driver could not avoid hitting a tree.

The estimated cost of repairing ONUC 760 is 12,873 CF.

It is noted that Lt. Boulay paid ONUC 7,000 CF (ONUC Receipt Voucher 2874) towards the cost of repairing the ONUC vehicle, as directed by Colonel H.W.C. Stethem, Commanding Officer, 57 Canadian Signal Unit. Lt. Boulay left the Congo on 8 March 1962.

On the basis of the Military Police Report, the Board agreed that the ONUC driver was to blame for the accident as he was not in full control of his vehicle. It was further recommended that the case be referred to U.N. Headquarters, New York, for consideration of the possible recovery of the balance of the cost of repairs (5,873 CF) from the Contingent's Government, ~~inasmuch as the Government bills the U.N. for loss and depreciation of National property used.~~

Case No. ⁵⁴⁵..... ONUC 790, Volkswagen car, ONUC-owned, driven by
Dr. Lasserre (International staff) Leopoldville,
29 January 1962, 1500 hours

The ONUC driver states that his vehicle was damaged while it was parked
outside the Customs Office between 1430 and 1500 hours. In spite of
immediate enquiries ^{To whom} the person responsible for the damage could not be traced.

The estimated cost of repairing ONUC 790 is C.frs. 2,586.

On the basis of the Military Police report the Board felt that an unknown
driver was to blame for this accident as his vehicle struck the parked ONUC car.

Under the circumstances the Board agreed that there was no alternative but to
recommend that ONUC absorb the cost of repairs (C.frs. 2,586.)

5

Case No. 547. ONUC 852, Anglia, ONUC-owned, driven by P. Blok (ICAO)
Leopoldville, 29 March 1962, 1930 hours.

The ONUC driver states that he parked his vehicle in the garage, not in gear but with the handbrake applied. The garage floor being off-level, the ONUC driver found one hour later that the vehicle had rolled backwards hitting a concrete corner structure.

The estimated cost of repairing the vehicle is 9,250 CF.

On the basis of the Military Police report, the Board felt that the ONUC driver was to blame for the accident as he failed to secure his vehicle. It was noted that he did not leave his car in gear and by doing so had relied entirely on the handbrake. The Board recommended that the ONUC driver be assessed 50% of the cost (4,625 CF) of repairing ONUC 852.

6

Case No. 565. ONUC 979, VW car, ONUC-owned, driven by Blanka Berner (International Staff), Leopoldville, 14 December 1961, 0815 hours.

The ONUC driver states that as he was proceeding on Ave. Gleson, a civilian vehicle stopped suddenly in front of him. The ONUC driver also brought his vehicle to a halt. Suddenly the civilian vehicle reverted and hit the ONUC car. The civilian driver stated that his vehicle belonged to Allglass Congo. It carried licence plate No. B-1885.

The estimated cost of repairing ONUC vehicle is 3,775 GP.

The Military Police checked licence No. B-1885 with the Congolese Police and with Allglass Congo with negative results. Consequently, the possibility of recovering the cost of repairs from the third party is very small.

On the basis of the available evidence, the Board agreed that the ONUC driver could not be held responsible for the accident. The Board felt there was no alternative but to recommend that ONUC bear the cost of repairing ONUC 979 (3,775 GP).

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Case No. 566. ONUC 989 (Old No. S 7), VW car, ONUC-owned, driven by 2/Lt. K. Ingolfssrud (Swedish, Air Operations), Elisabethville, 4 June 1961, 0300 hours.

The ONUC driver states that he was proceeding on Ave. Maniamba. As the lights of his vehicle were bad, he realized too late that the road came to an end and the vehicle bounced over a fence 15 cms high.

The ONUC vehicle was repaired at a cost of 33,350 KF.

On the basis of the report of the Chief of Military Personnel, the Board agreed that the ONUC driver was to blame for this accident as ~~he was~~ ^{he} aware of the defect of the lights and did not exercise sufficient caution in driving. It was recommended that the case be referred to the Force Commander for appropriate disciplinary action. It was further recommended that the case be referred to U.N. Headquarters, New York, for consideration of the possible recovery of the cost of repairing vehicle (33,350 KF) ONUC 989 from the Contingent's Government.

Case No. 567. ONUC 1010, VW bus, ONUC-owned, assigned to WMO, Leopoldville, in October 1961.

ONUC 1010, VW bus was assigned to the WMO in October 1961. The vehicle was run without oil, thereby resulting in the engine having been completely damaged.

The vehicle was repaired at a cost of 23,057 CF.

The Senior Meteorological Representative states that the responsibility of anyone of the three WMO drivers cannot be involved inasmuch as the vehicle was assigned to WMO by the Chief Transport Officer and that the vehicle was supposed to have been checked by the technical services before it was put in operation. Furthermore, there is indication that the vehicle needed addition of oil two or three times daily but there is no evidence that either the garage or the Transportation Service gave the WMO adequate warning about the condition of this vehicle before assigning same to the said Organization.

On the basis of the evidence, it appeared that the Transportation Services failed to check the condition of the vehicle when it came back from maintenance. Despite a lengthy investigation, no clear determination was possible as to the responsibility for damage to the engine.

In view of the lack of precise information, the Board recommended that ONUC absorb the cost of repairing ONUC 1010 (23,057 CF).

An examination

Case No. 568. ONUC 1022, VW bus, ONUC-owned, driver unknown, Leopoldville, 18 August 1961, 1430 hours.

The driver of the civilian vehicle states that as he was proceeding on Blvd. Albert, ONUC vehicle No. 1022 damaged his car while overtaking. He further states that the ONUC driver was under the influence of alcohol and that he offered 1,000 CF which the civilian driver refused to accept.

The estimated cost of repairing the ONUC vehicle is 3,949 CF.

ONUC 1022 is on charge to Movement Control, N'Djili. The ONUC driver could not be identified although an identification parade was held to that effect.

The Insurance Company has paid third party damages.

On the basis of the Military Police report, the Board agreed that the ONUC driver was to blame for the accident as he was careless in the handling of his vehicle while passing. It was recommended that the case be referred to the Force Commander in order that instructions may be issued to Movement Control, N'Djili, to exercise better control over their vehicles and drivers.

The Board felt there was no alternative but to recommend that ONUC absorb the cost of repairing ONUC vehicle No. 1022 (13,949 CF).

Case No. 569. ONUC 1075 (Old No. 119), VW bus, ONUC-owned, driven by W/O R.P.J. Carlsson (Swedish, ATB, N'Djili), Leopoldville, 8 February 1962, 2300 hours.

The ONUC driver states that as he was driving on Ave. de l'Aerodrome, a car coming from the opposite direction failed to dim its lights. The ONUC driver was blinded, his car went off the road and overturned.

It is noted that the accident was not reported until the next day. The Chief Logistics Officer reported that it is not economical to repair the vehicle and recommended that it be cannibalized.

On the basis of the Military Police report, the Board agreed that the ONUC driver was to blame for the accident as he was not in full control of his vehicle, notwithstanding his statement to the effect that he was blinded by the lights of a car. It was recommended that the case be referred to the Force Commander for appropriate disciplinary action. It was further recommended that the case be sent to U.N. Headquarters, New York, for consideration of the possible recovery of the cost of the vehicle (\$1,900) from the Contingent's Government.

The Board recommended write-off and cannibalization of ONUC 1075 (Old No. 119), VW light bus, Engine No. 3528394, Chassis No. 603495, as proposed by the Chief Logistics Officer.

Case No. 570. Z 1488, Land Rover, Malayan Property, driven by Tpr. L.T. Chong (1 Recce, Malayan Special Force), Goma, 25 February 1962, 1200 hours.

The ONUC driver states that as he was proceeding on the road to Goma from the National Park, he came to a very sharp curve. He applied the brakes, changed to a lower gear and slowed down. The road being sandy and stony, he skidded and hit a rock.

The estimated cost of repairing the vehicle is 12,043 CF.

It is noted that the ONUC driver was tried by the Commanding Officer on 9 March 1962. He was found to blame and assessed 1,690 CF. towards the cost of repairs.

On the basis of the evidence, the Board agreed that the ONUC driver was responsible for the accident as he was not in control of the vehicle. It was further recommended that the case be sent to U.N. Headquarters, New York, for consideration of the possible recovery of the cost of repairs of Z 1488 from the Contingent's Government, if the U.N. is billed for loss and depreciation of National property used in the Congo.

Case No. 571. ONUC 3013, Willys pick-up, ONUC-owned, driven by Cpl. J.S. Talwar (Indian, C-47 Squadron, N°Djili), Leopoldville, 8 February 1962, 1230 hours.

The ONUC driver states that he was proceeding on the ^{Bld} ~~Ass~~ Albert. As he was attempting to overtake a civilian truck, the latter swerved to the left to avoid a stationary bus and forced the ONUC vehicle off the road. The ONUC vehicle hit a lamp post. The driver of the civilian truck states that as he was attempting to overtake a parked bus a vehicle (ONUC 3013) struck the left rear of his truck.

The Chief Logistics Officer reported that it was not economical to repair the vehicle and recommended that it be written off and cannibalized.

On the basis of the Military Police report, the Board agreed that the ONUC driver was to blame for the accident as he attempted to overtake a vehicle which was in the process of passing a stationary bus.

It was recommended that the case be referred to the Force Commander for appropriate disciplinary action. It was further recommended that the case be sent to U.N. Headquarters, New York, for the possible recovery of the cost of the vehicle (\$2,750) from the Contingent's Government.

The Board recommended write-off and cannibalization of ONUC 3013, Willys pick-up, Engine No. T 122476, Chassis No. 55/68 22391, as proposed by the Chief Logistics Officer.

Count I sign

Case No. 572. ONUC 3505, $\frac{1}{2}$ -ton Land Rover, ONUC-owned, driven by Cpl HASSAN Bin Panjang Amah (6 Royal Malayan), Leopoldville, 5 February 1962, 2245 hours.

The ONUC driver states that he had stopped for five minutes in the city near Oui Fifi night club. As he was moving from his parking place to proceed on duty to the airport, a civilian car hit his vehicle.

The ONUC vehicle was repaired at a cost of 6,594 CF.

On the basis of the Military Police report, the Board agreed that the ONUC driver was responsible for the accident as he pulled out from the curb into the lane of moving traffic when it was unsafe to do so. The Board recommended that the case be referred to the Force Commander for appropriate disciplinary action. It further recommended that the case be referred to U.N. Headquarters, New York, for consideration of the possible recovery of the cost of repairs (6,594 CF) from the Contingent's Government.

Case No. 573. P 4244, VW car, ONUC-rented, driven by Dr. E.E. Farhi (WHO), Bukavu, 3 January 1962, 1730 hours.

The ONUC driver states that as he was attempting to make a left-hand turn from the right lane of Ave. Tombeur into Ave. into Ave. Dierckx, and after having signalled his intention, his vehicle was struck by a civilian car coming from the left. The ONUC driver further states that he could not see the civilian car as the road was curved and ridged.

The estimated cost of repairing the ONUC vehicle is 1,400 CF.

On the basis of the Military Police report, the Board agreed that the ONUC driver was responsible for the accident as he attempted to make a left-hand turn from the wrong lane. It ~~was~~ recommended that the ONUC driver be assessed the amount of 700 CF to cover the cost of repairing vehicle P 4244.

Case No. 574. LE 8237, Land Rover, Nigerian Property, driven by
PC Moses Akwan (Nigerian Police), Leopoldville, 1 February 1962, 0330 hours.

The ONUC driver states that he was proceeding on duty on Ave. Banning. As he was looking for the British Missionary Society on the left-hand side of the road, he drove into the gutter causing minor damage to the vehicle.

The Contingent vehicle was repaired at a cost of 8,500 CF.

On the basis of the Military Police report, the Board agreed that the ONUC driver was to blame for the accident as he was inattentive in the handling of his vehicle. The Board recommended that the case be referred to the Force Commander for appropriate disciplinary action. It was further recommended that the case be referred to U.N. Headquarters, New York, for consideration of the possible recovery of the cost of repairs (8,500 CF) from the Contingent's Government.

Case No. 575. LE 8240, Land Rover, Nigerian Property, driven by 2/Lt. CPO Odude (Nigerian Military Police), Leopoldville, 5 January 1962, 2200 hours.

The ONUC driver states that he was proceeding on duty along the Ave. Baudouin. A civilian vehicle was parked on the right-hand side of the Avenue and some people were standing nearby. As the ONUC driver was approaching the civilian vehicle suddenly pulled out into the path of LE 8240. The ONUC driver applied the brakes and swerved to the left but he lost control of his vehicle as the road was wet and he ran into a house ,belonging to a Mr. Michael Ajanga , at No. 103 Ave. Baudouin/causing damage to the house and to his vehicle.

The Contingent vehicle LE 8240 was repaired at a cost of 14,639 CF. ONUC's Insurance Company was notified of the accident.

On the basis of the Military Police report, the Board agreed that the civilian driver was to blame for the accident as he pulled away from the curb into the stream of traffic when the route was not clear of traffic. The Board recommended the cost of repairing vehicle LE 8240 (14,639 CF) be absorbed by ONUC.

Case No. 576. Loss of ONUC Congo Fund Project Imprest Funds, 12 April 1962, Leopoldville - Mr. E. Wiget (FAO)

Mr. Wiget reported that he left his ONUC vehicle parked outside the Stanley Hotel between 1200 and 1245 p.m. on 12 April 1962 while he had lunch in the hotel. Mr. Wiget's statement indicates that he left 10,000 CF in cash and a cheque book in the name of Centre de Mecanisation Agricole (cheque nos 020.852 to 020.900, inclusive, for account no. 949.609 with Banque du Congo), containing a signed blank cheque no. 020.852 (as well as personal items valued at 888), in the car and locked all doors and windows. A handbag containing the cash and cheque book was reportedly left under the front seat of the car.

On returning to the car at 1245 p.m., Mr. Wiget discovered that the ventilation window on the right front door was broken and that the handbag containing the cash and cheque book and other effects were missing. The incident was reported to the ONUC Security Office, and the Banque du Congo was asked to stop payment on the signed blank cheque.

An ONUC Security Officer examined the car and found that the ventilation window on the right front door had been forced open and broken. The theft was also reported to the Congolese Police and Nigerian C.I.D.

The Senior Consultant for F.A.O. has asked that the Board take into consideration the fact that the loss of the ONUC funds occurred during the discharge of Mr. Wiget's duties.

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Case No. 577 Write-off of Food Supplies totalling \$621.00

Out of a quantity of 5400 lbs of spaghetti received at ONUC Supply Depot, Stanleyville, on 21 March 1962, 6900 lbs was found infested by weevils during the course of restacking and issue.

Stores were received on 5 December 1961 at ONUC Base Supply Depot from L. FREZZULLO and FIDELIO EBOLI, Italy, and were shipped to Stanleyville on 15 February 1962. According to the Officer Commanding, Supply Depot, heavy infestation was due to the fact that spaghetti was in the hold of the barge for more than one month.

The spaghetti was declared unfit for human consumption by the Austrian Contingent Medical Officer, Stanleyville, and was destroyed by burying.

The Senior Supply and Transport Officer has submitted with his request (HQ ONUC (LOGS) 213-SE dated 25 April 1962) for write-off of this loss a Destruction Certificate in duplicate duly endorsed by Senior Supply and Transport Officer and Chief Logistics Officer, together with medical certificate.

On the basis of supporting documentation the Board recommends that the loss totalling \$621.00 be written off and ONUC records adjusted accordingly.

3/6/62

Case No. 578 Theft of ONUC Stores in ONUC Base Ordnance Depot Leo
on 7 or 8 October 1961

On Monday 9 October 1961, at 0800 hours, no. 6848657 Ray/CLK/S Mansoor Hussain reported to his Group Officer Jen Moor Shah that unknown persons had entered the General stores and clothing shed of ONUC Base Ordnance Depot Leo by breaking open the expanded metal of the ventilator just beneath the roof of the stores shed. The theft occurred on the night of 7 or 8 October 1961.

The proceedings of the Court of Inquiry indicate that since the withdrawal of Tunisian guard in March 1961, no UN guard has been provided for the ONUC Base Ordnance Depot in spite of numerous requests from the Depot to Leo Command.

The members Military Court of Inquiry, held on the 10 October 1961, are of the opinion that the theft took place under circumstances which are completely beyond the control of the depot and that no one can be blamed for the theft.

The Court recommended that the lost items be written off and that certain security measures should be taken and UN guards provided in order to prevent future recurrence of theft.

Both the Commanding Officer of ONUC Base Ordnance Depot and the Senior Ordnance Officer agreed with the opinion of the Court of Inquiry.

The Chief Logistics Officer in his memorandum HQ 6550 (1000) 412/1-088 recommended that the loss be born by ONUC and that ONUC Base Ordnance Depot be granted authority for write-off action of the items on the attached list.

As the circumstances under which the theft took place were beyond the control of the Ordnance Depot, the Board recommends that the stolen items amounting to \$2105.09 be written off and ONUC ledgers adjusted accordingly.

*For
Crown*

2/7/62

LIST OF ITEMS REPORTED LOST

<u>S/No</u>	<u>Nomenclature</u>	<u>Qty</u>	<u>Price each</u>	<u>Total cost</u>	
1.	Spoons of sorts	Nos 3000	CFrs 15. each	CFrs 45,000	\$703.12
2.	Knives of sorts	" 860	CFrs 15. each	CFrs 12,900	\$201.56
3.	Soap Yellow	Cakes 60	CFrs 220 (60 cakes)	CFrs 220	\$ 3.43
4.	Pitcher water plastic Bolta No. 809-Blue	Nos 6	\$.99	\$ 5.94	\$ 5.94
5.	Brushes paint 3"	" 12	CFrs 35.	CFrs 420	\$ 6.56
6.	Lamp parafine high pressure	" 6	CFrs 330	CFrs 5,100	\$ 79.68
7.	Freezing pot	" 1	\$ 2.50	\$ 2.50	\$ 2.50
8.	Freezer ice cream	" 1	\$ 5.25	\$ 5.25	\$ 5.25
9.	Chepper meat 6"	" 2	CFrs 400	CFrs 800	\$ 12.50
10.	Coffee pot Alm 30 cm	" 4	CFrs 130	CFrs 600	\$ 9.37
11.	Bowl soup alm	" 12	CFrs 5	CFrs 60	\$ 0.93
12.	Platter food serving verified China white oval 10-1/2"	" 6	\$.74	\$ 4.44	\$ 4.44
13.	Cups egg glass double No. 883, Indiana	" 99	\$.1165	\$11.53	\$ 11.53
14.	Cups verified China white	" 12	\$.23	\$ 2.76	\$ 2.76
15.	Oil perfumed Blaise-- Sudan	Bottles 6	\$.50	\$ 3.00	\$ 3.00
16.	Donga glass	Nos 4	\$.10	\$.40	\$.40
17.	Pan frying 26 cm.	" 1	CFrs 120	CFrs 120	\$ 1.87
18.	Tubs bath oval (Basin 42 cm)	" 2	CFrs 300	CFrs 600	\$ 9.37
19.	Forks of sorts	" 4370	CFrs 15	CFrs 65,550	\$1,024.21
20.	Poni dia 4 inch small with handle	" 3	CFrs\$.40	\$ 1.20	\$ 1.20
21.	Bags pin (40 lbs tent)	" 13	\$1.19	\$15.47	\$ 15.47
					<hr/>
					\$2,105.09
					<hr/>

Case No. 579 Disposal of Unservicable/non-repairable Stores lying
in SUG Base Ordnance Depot (RSED) - LIAISON

The Chief Logistics Officer by memorandum HQ UNFC (LOGS) 450/20-ORD of 9 June 1962 has requested early action on disposal instructions regarding the items and miscellaneous scrap which have been condemned by various condemnation/survey boards and returned by units to Base Ordnance Depot. The Condemnation/Survey Boards were attended by the Ordnance representatives and the stores declared unservicable are through normal fair wear and tear.

<u>Item No.</u>	<u>Nomenclature</u>	<u>Quantity</u>
1	Blankets UNO	nos 54
2	Batteries assorted	" 202
3	Canvas old	lbs 616 3/4
4	Rubber Scrap	" 38
5	Leather Scrap	" 121
6	Wooden Scrap	" 617
7	Miscellaneous Scrap	" 68
8	Metal Scrap	" 661 1/2
9	WT Scrap	" 296 1/2
10	Signal Components/Scrap	" 42
11	Tyres assorted	nos 349
12	Refrigerators: Reg. Nos: 47519; 42A-29488 F-11A-346064; 49A- 85472; 42A-85505; 065278; 15400007; 41A-18218; 41A23482; 49A-23433; 49A-23579; 49A-23567; 7253; 49A-55945; 37A-89766; 33A- 68629; 49A-23572	" 17
13	Wrist Watches Regd No. H-11828; H-10490; H-12797	" 3
14	Charging Set	" 9
15	Watches CS WF OMEGA Regd Nos: F 032364-F043698-F025089- F 044342- F068643 -F 051507	" 6

Declaration for disposal proforma bearing Nos 0129/RSED/Stores, 1 to 15 covering the period from 1st April 1962 to 31 May 1962, have been submitted with this request.

The Board recommends that the above-mentioned stores be written off and sold in accordance with standing UN regulations or destroyed in the presence of the Chief Logistics Officer as well as of a representative of the Chief Procurement Officer, if no market is found for the items.

The Board noted that no value could be placed on the scrap unservicable items due to the lack of records and staff.

2/7/62

Not for sale

Case No. 580 Discrepancy Report No. DMY/111/EB/47
dated 2 March 1962 --

Loss of 'C' Rations in transit

A consignment of 'C' rations, Breakfast, Dinner and Supper despatched by ONUC Base Supply Depot, Leopoldville was received at ONUC Base Supply Depot Albertville on 2,3,5 and 6 March 1962. On unloading and checking in the presence of Movement Control, Albertville, the following discrepancies were discovered:

200 Nos 'C' Ration breakfast

175 " 'C' Ration Dinner

125 " 'C' Ration Supper

The Senior Supply and Transport officer remarked that the loss was due to pilferage in transit for which responsibility could not be fixed and recommended that it be written off. The Chief Logistics Officer agreed with this recommendation.

*any investigation
any product*

The Board, therefore, recommends that the loss valued at \$325.00 be written off and ONUC records adjusted accordingly.

5/6/62

Case No. 581 Write-Off of Food Supplies totalling \$401.04 (See)

The Senior Supply and Transport Officer has submitted a request (HQ CNUC (LOSS) 217-37, dated 11 April 1962) for write-off of the following supplies which have been declared unfit for human consumption by HQ CNUC Food Hygiene Officer, due to long storage and climatic conditions.

					Storage
(a)	Tomato Juice liquid	Lbs 149.8	Price \$17.94	61 days	
(b)	Vegetables tinned mixed	18-00	" 1.98	55 "	
(c)	" " Beans	6-00	.66	186 "	
(d)	Jam tinned Raspberry	8-00	1.12	148 "	
(e)	Jam tinned Raspberry	8-12	1.23	76 "	
(f)	Fruit tinned Pineapple	39-1	8.26	116 "	
(g)	Orange/Grape Juice liquid	83-6	7.50	227 "	
(h)	Veg & Cauliflower	104-00	19.76	147 "	
(i)	Orange Juice liquid	11-8	1.50	67 "	
(j)	Honey	15-00	3.00	38 "	
(k)	Pineapple juice liquid	161-2	16.30	94 "	
(l)	Tomato tinned	3-8	.39	120 "	
(m)	Tomato tinned	1174-8	129.20	126 "	
(n)	Vegetable tinned Peas	40-8	4.46	39 "	
(o)	Milk tinned evaporated	773-130	92.99	125 "	
(p)	Fish tinned salmon pink	7-00	4.20	38 "	
(q)	Pickle	35-00	11.55	39 "	
(r)	'C' Ration Breakfast (25 in 1 pack) no.	75	48.75	194 "	
(s)	'C' Ration Dinner (25 in 1 pack) "	25	16.25	174 "	
(t)	Garlic	Lbs 70-00	14.00	19 "	

Total \$401.04

These supplies were destroyed by burying as their retention in the Depot was not desirable from hygienic and sanitation point of view.

The relevant medical certificates and two copies of destruction certificates duly endorsed with the remarks of the Senior Supply and Transport Officer and Chief Logistics Officer are attached to the request.

On the basis of supporting documentation the Board recommends that the above supplies totalling \$401.04 be written off and CNUC records adjusted accordingly.

5/6/62

Case No. 582 Write off food consignments - ONUC Supply Depot
Luahung

The Senior Supply and Transport Officer has submitted a request for write off action on the following food items which have been condemned as unfit for human consumption due to long storage. The relevant medical certificate, Military Survey Board recommendations and destruction certificate are attached to the request for write-off. The items have been destroyed.

	<u>Quantity</u>	<u>Dollars</u>
"C" Rations - Breakfast	550	357.50
"C" Rations - Dinner	350	227.50
"C" Rations - Supper	350	227.50
Garlic	26 lbs.	<u>5.20</u>
		817.70

On the basis of supporting documentation, the Board recommended that the items totalling \$ 817.70 be written off and ONUC records adjusted accordingly.

Case No. 583 Loss of GNBC property during December 1961, at
Quartermasters Stores XIV Swedish Bn, Elisabethville

A Board of Inquiry assembled at Elisabethville on 1 March 1962 in order to ascertain losses of GNBC property in XIV Swedish Bn, during hostilities in December 1961, which were not reported until February 1962.

The opinion of the Board of Inquiry is that the losses are considered reasonable during this period and responsibility for them should be carried by GNBC and not charged to any individual.

The losses incurred are as follows:

<u>Item</u>	<u>Quantity</u>	<u>Price</u> <u>\$</u>
Trousers	25	96.25
Shirt	22	32.78
Barret US, blue	5	4.65
Badge US metal	8	3.97
Helmet, US blue	12	22.40
" , steel	10	24.50
Cap US, blue	12	4.56
Towels	2	.46
Net, mosquito	2	18.56
Bed, tent	1	5.25
Blanket	17	47.60
Sheet	23	20.24
Pillow	6	5.16
Pillowcase	10	3.05
Sleeping-bag	3	37.50
Scarf US, blue	5	2.00
Torch	1	<u>6.30</u>
Total		<u>\$ 302.23</u>

Some of the blankets were used for shrouding dead bodies.

The Board recommends that the losses totalling \$302.23 be written off and GNBC ledgers adjusted accordingly.

18/6/62

Case No. **584** Loss in transit of 2 pistols belonging to the
Brazilian Air Force Contingent, between 10 Aug. 61
and 1 September 61.

Three boxes containing weapons and ammunition consigned to the Brazilian Air Force Contingent (BRUC) were shipped from Brazil on 10 August 1961 by C-54 Brazilian Air Force to Pisa. The waybill showing on what date the weapons arrived at Pisa cannot be traced. The weapons departed Pisa on 26 August 1961 and arrived at S'Djilli Airport on flight no. 313 by C-46 Panama Air Lines on 28 August 1961. The Brazilian Liaison Officer was informed of the arrival of the weapons on the same day.

Capt. J.G. Clark of C-47 Squadron UNTS S'Djilli accompanied by Capt. C. BRUCKMAN, Officer-in-charge Movement Control Detachment S'Djilli Airport went to the Movement Control Ranger on 1 September 1961 to collect these stores. They noticed that one of the boxes which should have contained 19 Colt-45 pistols had been tampered with and that 2 pistols bearing Serial No. 7420/C.197099 and 3103/C.196522 respectively were missing. The value of each pistol is estimated at \$24.00.

It is the opinion of the Court of Inquiry that the box had been tampered with by a person or persons unknown between 10 August 1961 and 1 September 61, and that there is no evidence to show who was or were responsible for the loss.

In his memorandum HQ BRUC (LOGS) 136/1 dated 1 September 1961, the Chief Logistics Officer agreed with both opinions.

The Board could find no evidence to show that the pistols had not been lost in transit. However, it was noted that the shipment of weapons were not collected from S'Djilli ^{until 5 days} after the Brazilian Liaison Officer was informed of their arrival.

The Board recommended that documents relating to the missing weapons be forwarded to Headquarters New York for appropriate action.

18/ 6/62

Case No. 585 - Disposal of 4,778 surplus police batons

During the early days of ONUC's operation, 5,000 police batons with straps were purchased and airlifted to the Congo as riot control equipment. Based on information provided by Procurement Section in their memorandum no. 7886/AB/GA, reference C/ADM/520/2/5 of 22 June 1962, these batons were purchased for \$6,227 and were airlifted to the Congo by chartered aircraft at an additional cost of \$7,700, making a total of \$13,927 (\$2.7854 per baton).

The Senior Ordnance Officer recommended that the 4,778 batons remaining from the original shipment be disposed of as they are no longer considered necessary for ONUC's operation. In a memorandum reference HQ ONUC (LOGS) 450/20-ONB dated 9 May 1962, the Chief Logistics Officer has endorsed the recommendation and has requested that the police batons be disposed of at an early date as the items occupy valuable storage space. The Procurement Section has indicated that the Central Congolese Government was approached by ONUC's former Marketing Adviser in connection with the purchase of the police batons. It appears that they are willing to purchase these stores for their Police Force.

13/7/62

Early on the morning of 27 July 1961 the ammunition dump located in the camp of the 6th Battalion, Royal Malayan Regiment, exploded, resulting in the death of one member of the Malayan Force, injuries to another 5 persons of the Force and the destruction of a quantity of USMC, contingent, government, and private property.

A military Court of Inquiry was convened on 15 September 1961 at Kindu to inquire into the circumstances of the explosion. The Proceedings of the Court of Inquiry giving the opinions of the Court, the Brigadier of the Army and the Acting Force Commander/ indicate that the explosion was/ the result of fire due to leakage of the contents of no. 60 grenade which ignited on contact with atmospheric oxygen.

The Proceedings give the following information in connection with the loss of property resulting from the explosion:

- (a) loss of a quantity of USMC stores and equipment, the value of which cannot be determined due to lack of records and staff to carry out this work;
- (b) loss of Malayan Government property, valued at Malayan \$24,393.76 (US\$ 8,116.75);
- (c) damage to Kindu airport (Government) property, according to estimates established by airport and telecommunications officials, to a total of 1,209,030 U.S. dollars.

The Acting Force Commander has agreed with the opinion of the Court of Inquiry and the Brigadier Commander that the explosion is not due to negligence on the part of the 6th Battalion, Royal Malayan Regiment. The Acting Force Commander has recommended that the cost of damage to the airport property and U.S. property be borne by USMC and that compensation be made to the Malayan Government and/loss of personnel concerned for/ of unit and personal property.

The USMC administrative Officer, Kindu, has been requested to arrange for a civilian contractor to assess the cost of repairing Kindu airport buildings and equipment in order to negotiate a settlement of the Government's claim.

Case No. 737 - Disposal of ONUC Vehicle - Simsa Versailles

On 6 June 1961, the Territorial Administrator of Beni, Kivu Province, placed a Simsa Versailles, plate No. P 4779, at Dr Cartagena's (WHO) disposal for a trip to Bukavu to collect medical supplies from the Provincial Government's pharmaceutical depot. During the return trip from Bukavu to Beni, the vehicle was damaged when it skidded and turned over several times. Dr. Cartagena was driving when the accident occurred.

Dr. Cartagena has reported that he was obliged to drive the car as the Congolese chauffeur assigned to the vehicle had to drive the truck carrying the medical supplies when its regular driver became ill.

Following the accident the vehicle was towed to the ONUC garage in Goma by members of the Malayan Special Force. According to reports from the ONUC Office in Bukavu and the Malayan Unit, it ^{was} left outside the garage area and subsequently disappeared as the Unit believed the vehicle to be private property and not ONUC's responsibility.

In order to settle the claim of Mr. Boice, who is reported to have rented the car to the Territorial Government, it is proposed that a Simsa Versailles belonging to ONUC be given to the Administrator of the territory. The Administrative Officer, Bukavu has advised the Deputy Chief Administrative Officer that the ONUC vehicle is a 1956 model and is in better condition than this car which was placed at Dr. Cartagena's disposal.

Mr. Boice is asking \$5,000 for the car and a daily compensation of \$6 since the date of the accident.

*must be
legal*

13/7/62

30 May 1962

TO: Mr. S. Habib Ahmed, Chief Administrative Officer
FROM: C. Taff, Special Legal Adviser
SUBJECT: Local Survey Board - Elisabethville

One of the matters Mr. Vickers suggested I might follow up after his departure relates to a Survey Board in E'ville. It seems that an Administrative Officer there proposed that a Survey Board be established in the city with authority to review local property survey cases and make recommendations thereon to the Leo Board. I pass this information on to you for such action as you may deem appropriate.

CT/ln

Case No. 563. Loss of Canadian National Stores Due to Theft at the Quarters
Sgt. R.W.D. Falls, 29 October 1960, Leopoldville.

On 29 October 1960, between 1900 and 2000 hours, the residence of the
RCAR Telecommunication Unit at Kingbwa -- Leopoldville, occupied by Sgt. R.W.D.
Falls and four other members of this Unit was burgled. The residence is of a
duplex type.

At the time of the burglary, all the five occupants of the apartment were out.

The GNDP Military Police conducted the investigation and state in their
reports: "The apartment at the East end of the duplex-type residence had been
forcibly entered by cutting the screen fitted to the ground floor dining room
French window on the North side(rear) of the building. The window had been left
open during the absence of the five occupants of the apartment."

The Canadian Army Headquarters, Ottawa, requests now by their invoice No.
AB 31 of 21 February 1962, File Number 1570-479/1, Authority PG 1960-12/1154
dated 24 August 1960, that the United Nations pay \$216.68 for the National Stores
stolen from Sgt. Falls.

The stolen National property amount is as follows:

1 Radio Zenith Transoceanic, etc.	\$ 215.00
1 Knife, fork and spoon combination	0.68
1 Knives clasp U 1	<u>1.00</u>
Total	\$ 216.68

Survey Case No.: 564

Disposal of Unserviceable Ammunition

... In a memorandum reference HQ ONUC (1068) 428/1-ORD dated 24 May 1962, the Chief Logistics Officer has requested authority to dispose of a quantity of ammunition (details attached) being held in an unserviceable condition at Albertville, Kamina, and Elisabethville dumps. The Chief Logistics Officer has stated that the ammunition must be disposed of as soon as possible as it is not safe to store for an extended period in its present condition.

Ammunition listed against items 1-3 was procured by Headquarters New York on the basis of ONUC requisition no. LEO-1/8089. ONUC was not advised of the cost of these stores. Ammunition listed against items 4-10 was brought to the Congo by the units indicated on the attached list. The value of these national stores is not available.

~~XXXXXXXXXXXX~~ The Chief Logistics Officer has advised that the ammunition will be rendered ineffective by the Ammunition Technical Unit.

DETAILS OF UNSERVICEABLE AMMUNITION FOR DISPOSAL ORDERS

APPENDIX 'A'

<u>S NO</u> 1	<u>Item</u> 2	<u>Qty received</u> 3	<u>Regn No.</u> 4	<u>CRV No</u> 5	<u>Qty sentenced U/S</u> 6	<u>Location</u> 7	<u>Reasons</u> 8
1	Bombs 2" Mortar HE	2880	Leo-1/8089	CRV/4/Ann dt 20-3-62	408	A'VILLE DUMP	Reed water affected ex SS BLATCHFORD
2	Bombs 4'2" Mortar HE	1360	" "	CRV/5/Ann dt 4-4-62	71	" "	-do-
3	Carts QF 2 Pdr AP Shot	3136	" "	CRV/6/Ann dt 16-4-62	13	" "	-do-
4	Bombs 3" Mortar Smoke HE	-	-	No 3 Ord Insp Team's report dated 10 Nov'62	1	B'VILLE	Unit ammo downgraded at the time of inspection (unit 6 R Malay)
5	Carts QF 2 Pdr APCBC	-	-	No 3 Ord Insp Team's report dt. 13 May'62	24	Kamian	-do- (unit 5 Indep Armd Sqdn)
6	Carts SA 303" Ball	-	-	3 OMP Insp report dt. 11/61	3	" "	-do- (unit 120 Heavy Mor Bty)
7	Carts SA 303" Tracer	-	-	-do-	10	" "	-do-
8	Carts SA 9 MM Ball	-	-	-do-	3	" "	-do-
9	Carts 20 MM HE/SAP (LH)	-	-	Reed in unserviceable condition from Ind. Canberra Sqdn.	2940	" "	Air Force ammo (Unfit for air use)
10	" " " " (RH)	-	-	-do-	3300	" "	-do-