

Administrative Files

Property Accountability  
C/ADM/523/1-Accidents and Thefts

08/08/1962 - 05/08/1963

PLEASE RETAIN  
ORIGINAL ORDER

UNARCHIVES

SERIES 5-0731

BOX 11

FILE 5

ACC. DAG 13/1.6.1.0



ADM 523/1

5 August

3

TO : Irish Liaison Officer

FROM : Charles Taff, Legal Adviser, Office of Officer-in-Charge

SUBJECT : 805370 Cpl. A. Franklin, "B" Coy 38 Irish Battalion,  
involved in a traffic accident at Jadotville on 16 March 1963

With reference to your memorandum No. IR/11 of 2 August 1963, I wish to inform you that no claim has been asserted on behalf of Cpl. A. Franklin for compensation for personal injuries suffered as a result of the accident which took place in Jadotville on 16 March 1963 involving a UN ambulance and a UNIK jeep.

ET/um



OPERATION DES NATIONS UNIES  
AU CONGO



UNITED NATIONS OPERATION  
IN THE CONGO

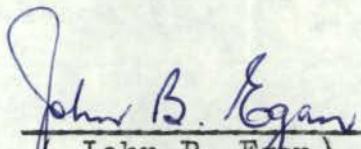
BOITE POSTALE 7248  
LEOPOLDVILLE  
REPUBLIQUE DU CONGO  
CABLE: ONUC. LEOPOLDVILLE

Ref No: IR/11

2, AUG, 63.

To : Legal Adviser HQ ONUC.  
From : Irish Liaison Officer.  
Subject : 805370 CPL. A. FRANKLIN, "B" COY 38 IRISH BATTALION,  
INVOLVED IN A TRAFFIC ACCIDENT AT JADOTVILLE ON  
16 MARCH 63.

1. Please let me know for the information of the Department of Defence if any claim for personal injuries has been made on behalf of the above named soldier against UNION MINIERE. Cpl Franklin received serious injuries in a traffic accident at JADOTVILLE on 16 Mar 63 involving a UN ambulance and UMHK jeep.
2. An early reply would be appreciated.

 Captain  
( John B. Egan )

Irish Liaison Officer.

cc. Director, Plans and Ops.  
(for information)



ADM 523/1

3 August

3

TO : Mr. Fouad Haj Ali, Juge de District de Léopoldville  
FROM : Carey Seward, Chief Administrative Officer  
SUBJECT : Motor Vehicle Accident of 15 July 1963

1. I have carefully considered your memorandum of 29 July 1963 dealing with the damages caused to your Mercedes Benz, No. I-1447, by an ONUC motor vehicle on 15 July 1963. It is noted that you request:  
(1) authorisation to sell your car; (2) the right to convert the proceeds of sale into dollars; (3) the assumption by ONUC of liability for any difference between the sales price and the original cost price; and (4) that the new car you purchase be governed by the rules formerly in effect.

2. These requests rest upon the views set forth in paragraphs 3 and 4 which are to the effect that the moneys to be paid you will not amount to full compensation for the damages caused, as the vehicle will necessarily have sustained "une forte dépréciation". This has given rise to the fear on your part that in case of sale, "le prix de revient" may not be fully recovered.

3. I feel assured you will agree that the question as to whether a particular vehicle, which has been repaired after an accident, may still be said to have sustained an uncompensated depreciation in value is one of fact to be determined in the light of the circumstances prevailing in each case. A priori it cannot be maintained that every repaired vehicle has sustained a depreciation, for in point of fact, the replacement of damaged parts by new parts, and the performance of labour on the vehicle may result in increasing the value of the vehicle. Admittedly, such an increase in value is less likely to occur in respect of a vehicle which has done only 5,000 kilometres. Your memorandum, however, sets forth no facts to support the conclusion expressed that a depreciation in value is unavoidable, nor is any evidence adduced as to the extent and measure of this alleged depreciation.

4. Apart from these considerations, which are for the most part of a factual character, there is the further question as to the nature and scope of ONUC's legal obligations. Assuming this alleged depreciation to exist, and that it be proven to be "forte", what would be the extent of ONUC's obligation under Congolese law in respect thereto? For present purposes, it suffices to state that the ONUC insurance company is responsible under the terms of the insurance policy with ONUC to assume all legal

.../...



responsibility of ONUC for the damage caused to your vehicle. This insurance should therefore assure that you will receive all the compensation you are entitled to under the law. If it occurs that the ONUC insurer fails to abide by its obligations under the policy, ONUC would take all action that is appropriate in the circumstances.

5. In view of the foregoing considerations, I wish to inform you that the matter of the possible sale of your automobile will be governed by the applicable ONUC regulations. Your requests that ONUC assume responsibility for the difference between the sales and cost price, and that the former regulations be permitted to apply to the purchase of a second vehicle cannot be accepted.

CE/um

cc. Mr. Taff

Col. Madan  
Mr. Gorgé



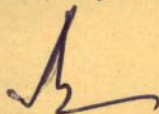
## ROUTING SLIP

TO

Mr. Telf

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

Could I have your  
views before I discuss  
this at our next  
Survey Board meeting.  
Thanks.



DATE

23/7

FROM

J. A. O



OPERATION DES NATIONS  
UNIES AU CONGO



UNITED NATIONS OPERATION  
IN THE CONGO

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

*Col Madan*

*He put this case  
before the Board*

*BS 30/IV*

Avec les compliments du  
Chef des Services Administratifs

Mr. B. T. TWIGT

Le Royal  
Léo  
Bur. 614

Tél. 3921  
Ext. 179



# ROUTING SLIP

TO

M.R. Twist.

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

You may be interested in reading this. The learned judge's contention is that some should take the entire responsibility, because one of our experts crashed into his car. He wants authority

- (i) To sell and full conversion fuel
- (ii) To buy another Mercedes
- (iii) To make good thing likely loss.

2. He apparently feels that the insurance contract we have re our car is not worth the paper.

DATE

FROM

30/7/63

Memon



I shall prepare a reply.





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

30 JUL 1963

Le 29 Juillet 1963

A: M. B. Twigt, Chef des Services Administratifs  
DE: M. Fouad Haj Ali, Juge de District de Léopoldville  
SUJET: Accident de voiture

1. Je me permets de porter à votre connaissance, l'accident survenu à ma voiture le 15 Juillet 1963 sur le Boulevard ~~du~~ <sup>de</sup> ~~JO~~ ALBERT ~~Jun~~. Vers cinq heures et demie de ce jour, une voiture de l'ONUC, immatriculée au No. 3226 conduite par M. Schmid, expert de l'ONUC en matière de Télécommunications au Congo, a heurté ma voiture Mercedes, modèle 1963, immatriculée au No. I-1447, qui fut gravement endommagée à l'arrière. Heureusement l'accident n'a donné lieu à aucune infraction physique sur aucun des conducteurs.

2. D'après le constat fait sur place par la police, il ressort que M. Schmid a eu tous les torts et en conséquence, la responsabilité totale de l'accident lui incombe.

3. Renseignements techniques: Ma voiture, comme déjà souligné, a été achetée le 23 Février 1963. Lors de l'accident, le kilométrage était de 5,000 Km. Le prix d'achat de la voiture est de \$3,947.00; les frais de transport sont de 2.500 francs congolais, de Matadi à Léopoldville; les frais de garantie d'importation sont de 15,000 francs; le prix de revient ainsi, s'élève à \$3,947.00, plus 17,500 francs congolais.

Après l'accident, j'ai conduit la voiture au garage qui a estimé les frais de sa remise en état à environ 71,750 francs, et ceci, non compris les dépenses imprévisibles qui pourraient s'ajouter aux frais de la réparation.

4. Vu l'ampleur des dégâts causés à la voiture, il est à craindre que l'on puisse, même après sa remise en état complet, recouvrir son prix de revient, en cas de vente; autrement dit, la voiture a subi une forte dépréciation.

5. Mes entretiens avec les services administratifs de l'ONUC: Comme vous le savez, Monsieur, j'ai eu immédiatement après l'accident, l'honneur de m'entretenir avec vous à ce sujet; et selon vos recommandations, je me suis mis en rapport avec M. Madan qui m'a référé à M. Menon, qui à son tour m'a recommandé de m'adresser à vous.



La voiture pour le moment est immobilisée au garage pour une période d'au moins quatre mois; (voir attestation ci-jointe) la voiture perd ainsi de sa valeur, en raison de sa forte dépréciation à laquelle j'ai fait allusion ci-dessus. Je crains que cette dépréciation n'augmente davantage avec le temps.

Je vous serais donc reconnaissant de bien vouloir reprendre le cas en considération, en tenant compte des difficultés d'ordre financier et moral que pose l'achat d'une voiture et me donner un avis favorable. Je voudrais particulièrement que vous m'autorisiez à vendre la voiture maintenant, en vue non seulement de recouvrir son prix de revient mais aussi, moyennant les facilités nécessaires, de pouvoir en acheter une autre du même modèle.

Je me permets à cet égard, de solliciter dès maintenant l'autorisation de devises étrangères afin de pouvoir convertir la somme réalisée de la vente de ma voiture en francs congolais pour couvrir le prix d'achat d'une nouvelle voiture. Je voudrais aussi souligner qu'en cas de déficit sur le prix de revient mentionné plus haut, que les Nations Unies s'en chargent; et que l'autorisation d'achat d'une nouvelle voiture soit régie par les anciens règlements.

Touadji A.





DIERCEDES-BENZ

I. M. A. - LEOPOLDVILLE  
Avenue Olympe, 53 - B.P. 6615  
LEOPOLDVILLE  
Tél. 3414-5787

Monsieur FOUAD HAJ ALI

Boite Postale 7248  
ONUC  
LEOPOLDVILLE

SG/L.733

Leopoldville le 26 juillet 1963

Monsieur,

Par la présente nous vous faisons savoir qu'il nous est impossible de réparer votre voiture accidentée dans un délai plus court que 4 mois.

En effet, les pièces commandées par nous n'arriveront à Leopoldville que dans trois mois. Le délai de réparation accordé par l'assurance est d'un mois, ce qui nous porte à un total de 4 mois d'immobilisation de votre véhicule.

Veuillez agréer, Monsieur, nos salutations distinguées.

SCARL IMA LEO  
le Directeur

G. HUYSE,

## ROUTING SLIP

TO

Mr Z Marcella

room 631

APPROVAL

NOTE AND RETURN

SEE ME, PLEASE

YOUR COMMENTS

YOUR SIGNATURE

YOUR INFORMATION

NOTE AND FILE

FOR ACTION

62<sup>nd</sup> mtg  
to be held on 1 Aug 68  
at 3.30 pm in rm 613

Discussed by  
S.B. on 1/8

Room  
1/8

DATE

31/7/68

FROM

Survey Board



ADM 523/1

Case No. ONUC/SE/1303/Rev 1. ONUC 611, VW Sedan, ONUC-owned, driven by Capt. H.S. SEKHON, ID No 73556 (Indian, Air Desp Sec), Leopoldville, 7 Nov 62, 1000 hours.

This case was submitted at the 58th meeting of the Survey Board on 4 Jul 63.

The Board further recommended that vehicle ONUC 611, VW Sedan, chassis No. ~~2857~~ 2866 725, engine No 3603 472, assessed value \$500.00, be sold in situ and written off.



NW/mg

           ONUC Case No 2B/

ONUC 217, Opel Record,

ONUC owned, driven by Z.F. MARZELLA,

ONUC International S/M, Leopoldville,

8 August 1962, 1215 hours.

The ONUC vehicle while stationery in compliance with orders of the traffic police was struck by a civilian bus.

The Board noted that the ONUC Insurers had recovered the cost of repairs C.fres <sup>\$192.96</sup> ~~12.350~~ from the third party.



Case No. ONUC/SB/ ONUC 624, VW Sedan, ONUC-owned, on charge to Headquarters Transport Section, Leopoldville, 6 Oct 62, 1250 hours.

From the Military Police Report the Board noted that:

- a) ONUC 624 had been taken without authorization by 2 mechanics employed by the ONUC TPT Section (MONDENG Jean 7 ID No. 1085 and MONDONGA Albert, ID No. 2374). They drove the car about 80 kms from Leopoldville where Mondonga lost control of the vehicle which overturned and was totally destroyed.
- b) there was some doubt as to whether or not BUMBA Jean, a despatcher of HQ TPT SEC, had handed over the key of the vehicle and condoned its use for the weekend.
- c) as a result of their conversion of the vehicle both mechanics had been discharged and on 19 Nov 63 BUMBA Jean had been discharged for general inefficiency.

By memo HQ ONUC (LOGS) 4634 EME dated 13 Dec 62 the Chief Logistics Officer recommended that the vehicle be written off as it was beyond economical repair.

The Board recommended that vehicle ONUC 624, VW Sedan, chassis No. 2802284 engine No. 3335495, assessed value \$300.00 be sold in situ and written off.



Case No. ONUC/SB/      Write-off of vehicle ONUC RNA 625, Landrover  
Property of the Nigerian Government, Elisabethville.

By memo HQ ONUC (LOGS) 4634-EME dated 9 Jul 63, the Senior Staff Officer EME indicated that the above-mentioned vehicle was beyond economical repair.

The Board noted that:

- a) EME inspection report assessed unserviceability to fair wear and tear although the mileometer reading indicated only 15,625 miles.
- b) nothing was known of the condition of the vehicle when it arrived in the Congo.

The Board recommended that:

- 1) vehicle ONUC RNA 625, Landrover, chassis No. 152 003 863, engine No. 151 014 999, estimated value \$2,900.00 be sold in situ and deleted from ONUC records.
- 2) the case be referred to Headquarters, New York for appropriate compensation to the Nigerian Government for the period during which the vehicle was used in the Congo.



NW/mg

\_\_\_\_\_ ONUC Case No SE/

ONUC 660, VW, ONUC owned, driven  
by Mr. Paul MEYSTRE, International Staff  
Member, Leopoldville, 6 May 1962, 2045 hours.

The ONUC driver drove on to a main road  
without paying sufficient attention and entered into collision  
with a civilian vehicle.

The Board agreed with the findings of  
the Deputy Provost Marshal that the ONUC driver was to blame  
for the accident and agreed that he be assessed ~~in~~ \$30.00  
towards the estimated cost of repairs (\$60.00)



Case No. ONUC/SE/ \_\_\_\_\_ ONUC 680, VW Sedan, ONUC-owned, on charge to Capt. G. H. Birkenes, (EME Section), Leopoldville, 14 Oct 62, 1900 to 2400 hours.

The Board noted that ONUC 680 had been stolen from the residence of Capt. Gjert H. Birkenes on 14 Oct 62. The vehicle was involved in an accident shortly after it was stolen and was completely destroyed.

All efforts to locate the thieves <sup>had</sup> failed. By memo HQ ONUC (LOGS) 4634 EME dated 20 Nov 62 the Senior Staff Officer EME reported that the vehicle was beyond economical repair.

The Board recommended that ~~the~~ vehicle ONUC 680, VW sedan, chassis No. 3182515, engine No. 3895068 assessed value \$300.00, be sold in situ and written off.



NW/mg

           ONUC Case No SB/

ONUC 700, VW Sedan, ONUC owned,  
on charge to ONUC Indian Hospital.

The Board noted that the above mentioned  
vehicle was stolen from the residence of Major V.S. Sharima to  
whom it was on charge on 22 October 1962.

The vehicle was recovered on 17 November  
1962 in a damaged condition.

The Board recommended that the cost of repairs  
(<sup>\$146.55</sup> ~~0.100 9.379~~) be absorbed by the Organization.



Case No. ONUC/SB/\_\_\_\_\_. Write-off of vehicle ONUC 1071, 1960 V.W. bus, ONUC-owned, Leopoldville.

By memo HQ ONUC (LOGS) 4634-EME dated 22 Jul 63, the Senior Staff Officer EME indicated that the above-mentioned vehicle was beyond economical repair.

The Board noted that the EME inspection report assessed unserviceability to fair wear and tear.

The Board recommended that vehicle ONUC 1071, 1960 VW bus, chassis No 600 733, engine No 3525 770, inventory value \$1,900.00, be sold in situ and written off.



NW/mg

\_\_\_\_\_ ONUC Case No SB/

ONUC 1094, VW Minibus,

ONUC owned, driven by Louis YENGA

(Congolese locally employed) Leopoldville

22 October 1962, 0910 hours.

The ONUC vehicle was struck by a Civilian vehicle which turned left without signaling as the former was overtaking it. The ONUC vehicle overturned twice and was damaged to an extent of C.frcs <sup>\$1,064.35</sup> ~~68.119~~.

The Board noted that the driver and passengers of the Civilian vehicle had fled the scene of the accident and that all subsequent efforts to contact the driver through the local authorities had failed.

The Board agreed from the <sup>evidence contained in the</sup> case file that the ONUC driver was not to blame for the accident and recommended that the cost of repairs be absorbed by the Organization.



NW/mg

\_\_\_\_\_ ONUC Case No SB/

ONUC 1417, Desoto Truck,  
ONUC owned, driven by Lt Col D. BERHANE  
(Ethiopian Liaison Officer) Leopoldville,  
19 July 1962, 1800 hours.

The ONUC driver was overtaking an Air  
Congo Lift Truck with 2 Trailers on the road inside N'DJILI  
airport when the latter made a left turn in front of him.

The ONUC driver claimed that his speed  
just prior to the accident was 5 kms an hour. However, in view  
of the fact that his vehicle left skide marks 7 meters long  
and <sup>considering</sup> the extent of damage to the ONUC vehicle, the Board agreed  
with the opinion of the Deputy Provost Marshal that the ONUC  
driver must have been travelling considerably in excess of the  
speed which he stated.

The Board felt that as the speed limit  
on the airport road is 25 kms an hour, the ONUC driver was  
at least 50% to blame for the accident and recommended <sup>that</sup> the case  
be referred to New York for consideration of the possible  
recovery of 50% of the cost of repairs (\$320) \$160 from the  
Ethiopian Government.

No Court of Inquiry was held.



Case No. ONUC/SB/ ONUC 1521, VW car, ONUC-owned, driven by Theo Verbrughe, ID No. 3194 (International staff), Elisabethville 16 Nov 62, 0300 hours.

The ONUC driver on approaching an intersection saw a car coming towards him in the opposite direction and realized too late that another car was parked in front of him about 2 feet away from the curb. He struck the parked car and extensively damaged both vehicles.

The Board noted that:

- a) the road on which he was travelling is clearly lit and visibility good.
- b) the Insurance Company covered the third party's claim.
- c) by memo HQ ONUC (LOGS) 4634-EME dated 19 Jul 63, the Senior Staff Officer EME indicated that the vehicle was beyond economical repair.

The Board agreed from the evidence ~~of~~ in the case file that the ONUC driver was to blame and recommended that:

- 1) the ONUC driver be assessed \$384.00, i.e. one third of the assessed value of the vehicle.
- 2) vehicle ONUC 1521, 1959 VW car, chassis No. 2457 774, engine No. 3031404, assessed value \$1,150.00, be sold in situ and written off.



Case No. ONUC/SB/\_\_\_\_\_. Write-off of vehicle ONUC 1777, Willys Jeep pick up, ONUC-owned, Elisabethville.

By memo HQ ONUC (LOGS) 4634-EME dated 15 Jul 63, the Senior Staff Officer EME indicated that the above-mentioned vehicle was beyond economical repair.

The Board noted that:

- a) the EME inspection report assessed unserviceability to fair wear and tear.
- b) the vehicle had travelled 72,034 KM.
- c) it was on charge to Movement Control, Elisabethville.

The Board recommended that vehicle ONUC 1777, Willys Jeep, pick-up, chassis No. 22214, engine No. T120 864, inventory value \$2,750.00, be sold in situ and written off.



Case No. ONUC/SB/ Loss of Wheel Assembly from Jeep Willys  
ONUC No: 2139, ONUC owned, on charge to 57 Canadian Signals Unit.

At 1030 hours 6 Jun 63 it was noted by the Unit that the wheel assembly, valued at US \$28.50, was missing from ONUC 2139.

The Board noted from the Court of Inquiry Proceedings that:

- a) the wheel assembly had been stolen sometime between 1830 hours 5 Jun 63 and 1030 hours 6 Jun 63.
- b) the Force Commander agreed with the findings of the Court and of the Unit Commander that there had been negligence in that insufficient checks were carried out by SF 102416 Cpl. Spicer WF and SM 108923 L/Cpl Kennedy CG.
- c) the Unit Commander had directed that an administrative deduction of \$10.00 ~~each~~ be made from each NCO. This deduction was agreed to by the NCO's concerned.

The Board recommended that:

- 1) the wheel assembly be written off and deleted from ONUC records.
- 2) the case be referred to UN Headquarters New York for consideration to be given to the possibility of recovering the cost (\$28.50) from the Canadian Government.



Case No. ONUC/SB/ ONUC 2218, Willys Jeep CJ6, ONUC-owned, driven by Pte J.P.S. Cloutier (Canadian Sign, Det), Stanleyville, 9 Oct 62, 1625 hours.

The ONUC vehicle was struck at an intersection by a civilian vehicle which refused it priority.

The Board noted that:

- a) the estimated cost of repairing the ONUC vehicle was ~~37,486 CF~~ (\$585.71)
- b) the Insurance Company is attempting to recover the cost of repairs from the third party.
- c) a Court of Inquiry was held which assessed responsibility to the civilian driver.

The Board agreed with the opinion of the Court of Inquiry that the ONUC driver was not to blame for the accident, and recommended that the cost of repairs (\$585.71) be absorbed by ONUC, in the event that the Insurance Company is unable to recover.



Case No. ONUC/SB/\_\_\_\_\_. ONUC 2222, Willys Jeep, ONUC-owned, driven by Pte Gunnar HAALAND, No. 67 (Norwegian, LAA Bn), Kamina, 11 Feb 63.

The ONUC vehicle broke down on the road to Baka. The motor burst into flame and, on inspection, a piston was found to have pierced the block and the engine<sup>to be</sup> without oil.

The Board noted that:

- a) the estimated cost of repairing ONUC 2222 was \$247.00.
- b) the vehicle was in extremely bad condition.
- c) the Base Provost Marshal absolved the driver of any responsibility as, in fact, the vehicle had been checked for oil and water before the journey.

The Board agreed with the opinion of the Base Provost Marshal and recommended that the cost of repairs (\$247.00) be absorbed by ONUC.



Case No. ONUC/SB/\_\_\_\_\_ ONUC 2338, Willys Jeep, ONUC-owned, driven by Pte Akidew Tamire, ID No. 71327 (Ethiopian, 4th Ethiopian Bn), Elisabethville, 30 Nov 62, 1450 hours.

The ONUC vehicle was struck and damaged by a Police Jeep which tried to cross in front of it in order to make a left turn off the main road.

The Board noted that:

- a) due to the political situation at the time, it was unlikely that the ONUC insurers would be able to recover the value of the vehicle.
- b) by memo HQ ONUC (LOGS) 4634-EME dated 19 Jul 63 the Senior Staff Officer EME indicated that the ONUC vehicle was beyond economical repair.

The Board agreed that the ONUC driver was not to blame and recommended that:

- 1) vehicle ONUC 2338, Willys Jeep CJ6, chassis No. 19436, engine No. M4J-10234, assessed value \$1,500.00 be sold in situ and written off.
- 2) the case be referred to Headquarters, New York, for consideration of the possible recovery of the value of the vehicle from the Congolese Government (\$1,500.00)



Case No. ONUC/SB/      ONUC 3144, Willys Station Wagon, UNICEF-owned, driven by Dr. J.E.U. Alladio (WHO, International Staff), Stanleyville, 4 Jun 63, 0800 hours.

The ONUC driver who was travelling at approx 60 Kmph lost control of his vehicle, which ran up a bank and overturned.

The Board noted from the accident report that the front left spring had broken when the vehicle hit a loosely fixed hole in the road, with the result that the driver lost control.

The Board considered that the ONUC driver should, in view of the adverse road conditions under which he was obliged to drive the vehicle, have exercised more care when driving on an unmade road but agreed that he should not be assessed towards the cost of repairs (\$325.78 CF).

The Board recommended that the cost of repairs be absorbed by the Organization.



Case No. ONUC/SB/ ONUC 3171, Willys Station Wagon, UNICEF  
owned, driven by Kimi Joseph (Congolese Local Employee),  
Stanleyville, 13 Mar 63, 1300 hours.

The ONUC driver lost control of his vehicle whilst travelling  
at too high a speed on an unmade road. The vehicle overturned,  
went off a bridge and into a river as a result of which it was  
damaged beyond economical repair.

The Board noted that:

- a) by memo HQ ONUC (LOGS) 4634-EME dated 2 Jul 63 the Senior  
Staff Officer EME indicated that the vehicle was considered  
beyond economical repair.
- b) the UNICEF Survey Board, on 7 Jun 63, authorized write-off of  
the above-mentioned vehicle.

The Board agreed that the ONUC driver was to blame and  
recommended that:

- 1) he be assessed CF 500 towards the loss of the vehicle.
- 2) vehicle ONUC 3171, 1960 Willys Station Wagon, Chassis No. 63871,  
Engine No. 146238, assessed value \$2,500.00, be sold in situ and  
deleted from ONUC records.



Case No. ONUC/SB/

ONUC 3184, Willys Station Wagon,

UNICEF owned, driven by Dr. Frederic Dalmau da Cruz (WHO, International Staff) ID No. 1889, between Kitshoro and Ishasha, Uganda, 18 Jul 62, 1520 hours.

The ONUC driver was obliged to drive through Uganda in order to travel from Goma to Mutwanga and Bukavu as the roads through the Congo were impassable at that time. While negotiating a bend in the road, the ONUC driver was momentarily blinded by the setting sun and, unused to driving on the left hand side of the road, collided with an oncoming vehicle.

The Board noted that the driver, contrary to regulations, had claimed diplomatic immunity and had failed to produce documents required by the Uganda Police.

The Board agreed with the evidence in the case file that the ONUC driver should be held responsible for a portion of the financial loss to ONUC arising from the accident and recommended that:

- 1) he be assessed \$200.00 towards the cost of repairs amounting to 4,698.65 E.A. shillings (\$657.81)
- 2) the balance (~~457.81~~) to be absorbed by ONUC.



Case No. ONUC/SB/\_\_\_\_\_. Write-off of vehicle ONUC LE 6482, 1960 Landrover, Property of the Nigerian Government, Leopoldville.

By memo HQ ONUC (LOGS) 4634-EME dated 16 Jul 63, the Senior Staff Officer indicated that the above-mentioned vehicle was beyond economical repair.

The Board noted that:

- a) the EME inspection report assessed unserviceability to fair wear and tear.
- b) the vehicle had travelled 28,200 miles.
- c) according to the In/Survey Board Proceedings dated 21 Mar 63, this vehicle was valued at £976-10-0 when brought to the Congo ~~by~~ by the Nigerian Police.

The Board recommended that:

- 1) vehicle ONUC LE 6482, 1960 Landrover, model 591, chassis No. 152 002 386, engine No. 151 015 573, estimated cost £976-10-0 (\$2,734.00), be sold in situ and deleted from ONUC records.
- 2) the case be referred to Headquarters, New York, for consideration regarding compensation to the Nigerian Government <sup>and</sup> that any such compensation be limited to depreciation of the vehicle in the Congo.



Case No. ONUC/SB/ ONUC 8058, Bedford, ONUC-owned, driven by No. 426861/A, Cpl. Daniel Apondobange (Congolese, <sup>ANC</sup>NCA, Spec. Bn), Kamina Base, 5 Oct 62, 1130 hours.

When attempting to overtake a civilian car the driver of ONUC 8058 lost control of his vehicle which ran into a ditch.

The Board noted that:

- a) by memo HQ ONUC (LOGS) 4634-EME dated 17 Jul 63 the Senior Staff Officer EME indicated that the vehicle was beyond economical repair.
- b) the Base Provost Marshal assessed responsibility to the driver of ONUC 8058, and recommended that his driver's licence be withdrawn.

The Board agreed that the driver of ONUC 8058 was to blame for the accident and concurred with the recommendation of the Base Provost Marshal that the driver's licence be withdrawn.

The Board recommended that:

- 1) vehicle ONUC 8058, Bedford RL3, chassis No. 35842, engine No. RL3-46996, assessed value \$5,500.00 ~~or~~ be sold in situ and written off.
- 2) the case be referred to Headquarters, New York, for consideration of the possible recovery of the value of the vehicle (\$5500.00) from the Congolese Government.



Case No. ONUC/SB/\_\_\_\_\_. Write-off of vehicle ONUC 8139, Bedford, ONUC-owned, Elisabethville.

By memo HQ ONUC (LOGS) 4634-EME dated 10 Jul 63, the Senior Staff Officer EME indicated that the above-mentioned vehicle was beyond economical repair.

The Board noted that:

- a) EME inspection report assessed unserviceability to fair wear and tear although the mileage was only ~~3,000~~ 3,005 miles.
- b) the vehicle was on charge to Indonesian LAA Bty.

The Board recommended that ONUC 8139, Bedford RLC 3, chassis No. 36538, engine No. 47659, inventory value \$6,000.00, sold in situ and the vehicle written off.



Case No. ONUC/SB/\_\_\_\_\_. ONUC LE 8240, Landrover, Property of the Nigerian Government, driven by 3 cc SUARA Wahabi, ID No 33838 (Nigerian Nigerian Police), Leopoldville, 7 Jun 63, 2030 hours.

The ONUC vehicle collided with an unknown civilian vehicle coming from a secondary road when the latter failed to yield the former right of way.

The Board noted that:

- a) the civilian driver disappeared after causing the accident.
- b) the Military Police report assessed blame to the civilian driver.
- c) by memo HQ ONUC (LOGS) 4634-EME dated 23 Jul 63, the Senior Staff Officer EME indicated that the vehicle was beyond economical repair.
- d) the EME inspection report assessed unserviceability to fair wear and tear (30%) and accident (70%).
- e) the mileage was 33,424.
- f) the Insurance Company was unable to recover ~~any~~ *any* damage from the unknown third party.

Based on the case file, the Board agreed that the ONUC driver was not to blame and recommended that:

- 1) vehicle ONUC LE 8240, Landrover, chassis No 152 004 178, engine No 151 028 317, estimated cost £976.10.0 (\$2,740.00), be sold in situ and deleted from ONUC records.
- 2) the case be referred to Headquarters, New York, for appropriate compensation to the Nigerian Government.



Case No. ONUC/SB/\_\_\_\_\_. ONUC 218, Opel, ONUC-owned, driven by VIERA Vincent, ID No 2043 (Congolese local employee), and ONUC 3056, Willys Jeep, ONUC-owned, driven by L/nk SINGH Mal, ID No 61397 (Indian, HQ Sector "L"), Leopoldville, 20 Sep 62, 0900 hours.

While the driver of ONUC 3056 was attempting to park his vehicle, it struck parked vehicle ONUC 218.

The Board noted that:

- a) the estimated cost of repairing ONUC 218 was \$125.00. ONUC 3056 suffered no damage.
- b) the Deputy Provost Marshal assessed blame to the driver of ONUC 3056.
- c) No Court of Inquiry was held.

*agreed with the Deputy Provost Marshal that the driver of ONUC 3056 was to blame and*  
The Board recommended that the case be referred to Headquarters, New York, for consideration to be given to the possible recovery of the cost of repairs (\$125.00) from the Indian Government.



Case No. ONUC/SB/\_\_\_\_\_. Write-off of two ONUC-owned vehicles, Jadotville.

By memo HQ ONUC (LOGS) 4634-EME dated 10 Jul 63, the Senior Staff Officer EME indicated that the under-mentioned vehicles were beyond economical repair.

<u>ONUC No</u>	<u>Make and Type</u>	<u>Chassis No</u>	<u>Engine No</u>	<u>Mileage or KM reading</u>	<u>Inventory Value</u>	<u>Year</u>
434	Landrover	152 901 572	151 908 931	N/A	\$2,900.00	N/A
3579	Landrover	144 103 348	151 118 069	16,505	\$4,012.00 (Purchase price)	1961

The Board noted that:

- a) EME inspection reports assessed unserviceability to fair wear and tear.
- b) the vehicles were on charge to BB-I Indonesian Inf. Bn.

The Board recommended that the vehicles be sold in situ and written off.



Case No. ONUC/SB/\_\_\_\_\_. Write-off of two vehicles, property of the Nigerian Government, Manono.

By memo HQ ONUC (LOGS) 4634-EME dated 13 Jul 63, the Senior Staff Officer EME indicated that the under-mentioned vehicles were beyond economical repair:

<u>ONUC No</u>	<u>Make and Type</u>	<u>Chassis No</u>	<u>Engine No</u>	<u>Year</u>	<u>Mileage</u>
RNA 637	Landrover pick-up	152 003 910	151 021 809	1955	30,000
RNA 2334	Bedford RL03	RLHC3-34751	RL3-45649	1959	4,364

<u>Cost</u>
£976.10 or \$2,734.00
\$6,000.00

The Board noted that:

- a) EME inspection reports assessed unserviceability to fair wear and tear and misuse.
- b) nothing is known of the condition of the vehicles when they arrived in the Congo.

The Board recommended that:

- 1) the above-mentioned vehicles be sold in situ and deleted from ONUC records,
- 2) the case be referred to Headquarters, New York, for consideration in the event of a compensation claim from the Nigerian Government and that any settlement should be limited in view of the responsibility of the Nigerian Contingent in partly causing the deterioration of their vehicles by misuse.



Case No. ONUC/SB/\_\_\_\_\_. Write-off of three ONUC-owned vehicles, Leopoldville.

By memo HQ ONUC (LOGS) 4634-EME dated 11 Jul 63 the Senior Staff Officer EME indicated that the under-mentioned vehicles were beyond economical repair.

ONUC No:	210	860	3167
Make and Type:	Opel Record	Ford Anglia	Willys Jeep SW
Chassis No:	161 433 086	TC/813/AW	12344
Engine No:	170 087 480	105E-142225	TL-34518
Year	1960	1960	1958
KM reading:	46,069	N/A	129,000
Inventory value:	\$1,920.00	\$1,520.00	\$3,000.00

The Board noted that:

- a) EME inspection reports assessed unserviceability to fair wear and tear.
- b) the vehicles were on charge <sup>to HQ</sup> of Transport Section.

The Board recommended that:

- 1) the vehicles be sold in situ and written off.
- 2) ~~the loss of the vehicles be absorbed by ONUC.~~



Case No. ONUC/SB/\_\_\_\_\_. Write-off of eight ONUC-owned vehicles, held by Vehicle Sub-Depot, Leopoldville.

By memo HQ ONUC(LOGS) 4634-EME dated 18 Jul 63, the Senior Staff Officer EME indicated that the under-mentioned vehicles were beyond economical repair.

<u>ONUC Make</u> <u>No. and Type</u>	<u>Chassis</u> <u>No.</u>	<u>Engine</u> <u>No.</u>	<u>KM</u> <u>Year Reading</u>	<u>Inventory</u> <u>Value</u>
825 Simca	1 104 420	1 945 688	N/A 17,706	\$1,830.00
990 VW car	2 685 990	3 215 496	1960 50,926	\$1,500.00
994 VW car	2 805 182	3 335 225	1959 56,219	\$1,500.00
1047 VW pick-up	588 979	3 502 996	1960 46,432	\$1,900.00
1048 VW bus	589 200	3 516 891	1962 37,866	\$1,900.00
1537 VW car	1 199 579	1 412 964	1957 84,524	\$1,500.00
1538 VW car	1 492 032	1 794 426	1956 68,155	\$1,500.00
1541 VW car	2 054 955	2 509 565	1959 77,288	\$1,500.00

The Board noted that EME inspection reports assessed unserviceability to fair wear and tear and recommended that the above-mentioned vehicles be sold in situ and written off.



Case No. ONUC/SE/\_\_\_\_\_. Write-off of condemned food supplies,  
 ONUC Base Supply Depot, Leopoldville.

The Senior Supply and Transport Officer, by memo No 4302/3/ST dated 25 Jul 63, indicated that the following food items which were on charge to ONUC Base Supply Depot Leopoldville have been declared unfit for human consumption by the Food Hygiene Officer due to deterioration and have been destroyed.

<u>Item</u>	<u>Quantity</u>	<u>Value</u>
Juice Pineapple	17 lbs 4 ozs	\$1.55
Tomato ketchup	3 " 12 "	0.67
Cranberry sauce	29 " 4 "	4.68
Juice apple	5 " 12 "	0.51
Vegetable tinned peas	6 " 11 "	0.60
Vegetable tinned spinach	61 " 4 "	6.12
Tomatoes tinned	84 " 0 "	10.08
" "	246 " 0 "	29.52
Tomato juice	11 " 8 "	1.15
Fruit tinned apricot	33 " 12 "	4.05
Marmelade	26 " 4 "	2.88
Vegetable tinned cauliflower	13 " 8 "	1.89
Vegetable tinned cauliflower	40 " 8 "	5.67
Vegetable tinned mixed	26 " 0 "	2.86
Fruit tinned peaches	6 " 7 "	0.96
Jam strawberry	8 " 0 "	1.12
Fish tinned tuna	2 " 3 "	0.89
" " salmon pink	1 " 15 "	1.16
Milk tinned evaporated	237 " 7 "	28.49
Garlic	531 " 7 "	<u>143.48</u>
		\$248.33

The relevant Medical Certificate, Military Survey Board Certificate of Destruction and Remarks of the Senior Supply and Transport Officer on the Destruction Certificate are included in the case file.

On the basis of supporting documentation, the Board recommended that the above-mentioned food items, valued at \$248.33, be written off and ONUC records adjusted accordingly.



Case No. ONUC/SB/\_\_\_\_\_. Disposal by sale of Malayan type 'C' Rations.

By memo C/ADM/520/2/5 dated 24 Jul 63, the Chief Purchasing and Supply Section requested disposal by sale of the following quantities of short life Malayan type 'C' rations:

Base Supply Depot, Leopoldville	3,890 rations
Supply Depot, Albertville	<u>94</u> 940 "
Total:	4,830 04

The Board noted that:

- a) by memo No. 150/4089/A/MED-5/FHO dated 4 Jun 63, the Chief Medical Officer reported that rice and jam contained in these packs were unfit for human consumption and that except for these items the rations should be issued for immediate consumption with the reservation that packets of rice and tins of jam be destroyed if found infested and/or moldy.
- b) by memo No. 4327/15/ST dated 23 Jul 63, to Chief Purchasing and Supply Section, the Senior Supply and Transport Officer requested early disposal by sale.

\*\*\*

The Board recommended that 4,860 Malayan type 'C' rations, valued at \$3,159.00, be disposed of by sale by Chief Purchasing and Supply Section in accordance with UN financial regulations, with the provision that no rice or jam be included in the packs offered for sale.

- \*\*\* c) by Headquarters, New York, AR 55-18 approval for disposal had been agreed to in principle by the Headquarters Survey Board.



Case No. ONUC/SB/\_\_\_\_\_. Write-off of Foodstuff - Discrepancy  
Report No. DRY/2/13 dated 4 Oct 62.

According to the referenced discrepancy report, food items  
as listed below were not received at the supply depot in Luluabourg  
from Leopoldville.

<u>Item</u>	<u>Quantity</u>	<u>Value</u>
Rice	12,400 lbs	\$1,116.00
Chillies Red (W)	575 "	281.75
Tarmeric	80 "	<u>21.60</u>
		\$1,419.35

The Board noted that:

- a) the missing items were part of four consignments shipped to Port Francqui by barge for onward shipment to Luluabourg.
- b) the consignments to Port Francqui and Luluabourg were received by Movement Control and handed over to the supply depot when the shortage was discovered.
- c) according to the Movement Control officer Luluabourg, it is possible that these items were never shipped from Port Francqui.
- d) due to lack of information on Movement Control files, it is not possible to establish where the loss occurred or to process a claim against the carriers.

The Board agreed that Movement Control had been lax in this matter and had no alternative but to recommend that ration items valued at \$1,419.35 be written off and ONUC records adjusted accordingly.



Case No. ONUC/SB/\_\_\_\_\_. Disposal by sale of Vegetable tinned, declared surplus, in stock at ONUC Base Supply Depot, Leopoldville.

By memo No. 4329/6/ST dated 29 Jul 63, the Senior Supply and Transport Officer requested early disposal of vegetable tinned, in stock at ONUC Base Supply Depot, Leopoldville, and which had been declared surplus to Force requirements.

<u>Item</u>	<u>Quantity</u>	<u>Value</u>
Cauliflower	21,262 lbs 8 ozs.	\$2,976.75
Mixed vegetable	11,544 " 0 "	1,269.84
Okra	25,289 " 0 "	2,781.79
"	2,718 " 12 "	299.06
Carrots	12,081 " 9 "	1,087.34
Beans	16,167 " 0 "	1,616.70
"	4,528 " 2 "	452.81
Spinach	13,352 " 8 "	<u>1,335.25</u>
		\$11,819.54

The Chief Medical Officer, by memo No. 186/4089/A/FHO/Med-5 dated 15 Jul 63, indicated that samples had been taken from the two oldest consignments stocked at the depot and that these samples showed in varying degrees discoloration and early corrosion of the inner surfaces of the tins, and that these items should be disposed of to avoid deterioration.

The Board noted that by Headquarters, New York, AR 55-18 approval for disposal had been agreed to in principle by the Headquarters Survey Board.

The Board recommended that the Chief, Purchasing and Supply Section be authorized to sell the above-mentioned vegetable tinned, valued at \$11,819.54, in accordance with UN financial regulations, and ONUC records adjusted accordingly.



Case No. ONUC/SB/ Overdrawal of Rations by HQ 3rd

Ethiopian Bde.

The Accounts Control Unit reported that on the departure of HQ 3rd Ethiopian Bde, on 3-4 Jun 63 there were the following overdrawals recorded in their Subsistence Account:

Beef	1948 rations	=	1095 lbs 12 oz	\$295.85
Margerine	3290 "	=	205 " 10 oz	\$ 30.85
Milk	8506 "	=	2658 " 2 oz	\$318.99
Juice	1884 "	=	471 "	\$ 47.10
Sugar	5753 "	=	1078 " 11 oz	\$ 64.77
Rice	4330 "	=	2165 "	\$194.85
"C" Rations	780 "	=		\$1411.80
			Total US	<u>\$2364.21</u>

The Board noted that:

- a) the relieving formation (HQ 4 Ethiopian Bde) had been given the opportunity to take over the overdrawals and absorb them by underdrawing but had refused to do so.
- b) the HQ 3rd Ethiopian Bde had been advised on previous occasions that their overdrawals were high and should be reduced.
- c) in arriving at the overdrawal figure full credit had been given for rations handed over to HQ 4th Ethiopian Bde.

The Board recommended that:

- 1) the overdrawn rations be written off.
- 2) the case be referred to UN HQ New York for consideration to be given to the possibility of recovering their cost (US \$2364.21) from the Ethiopian Government.



Case No. ONUC/SB/      Loss of Meal Coupons from Sector "L".

On the 19 Jun 63 it was reported that Meal Coupons valued at 5790 CF were missing from HQ Sector "L", Leopoldville.

The Board noted that:

- a) the coupons were the responsibility of Sgt. KVK RAO.
- b) the coupons were normally kept under lock and key except during office hours when the cupboard was left unlocked as "A" Branch files were also kept there.
- c) an inquiry was made and according to a letter dated 4 Jul 63 from the Chief of Staff the coupons had been taken by Cpl Milango of the 13 Congolese Bn.
- d) the C of S accepted the statement of Capt. Irekuyu (AHG LO) that Cpl. Milango did not steal the coupons intentionally.
- e) the Nigerian Police CID had recovered coupons that had already been presented and used at the Restaurant La Cle d'or valued at 1720 C/frs. Each one had been validated by Cpl. Milango.
- f) the balance of the coupons had not been recovered.

The Board recommended that:

- 1) it be brought to the attention of Military Personnel.
- 2) greater control should be exercised by personnel responsible for the safe keeping of meal coupons.
- 3) the case be referred to New York for authorization to write



off meal coupons valued at 5790 C/frs (US \$90.47) ~~for~~ for  
consideration to be given to the possibility of recovering  
the cost from the Congolese Government.



Case No. ONUC/SB/\_\_\_\_\_. Sanction for write-off of ONUC serviceable ammunition.

The Chief Ordnance Officer, by memorandum No 4430/6~~8~~-ORD of 12 Jul 63 requested write-off sanction for the following ammunition of the Force Commander's reserve.:

1. Carts .30 Browning Linked Belt Rounds	250	\$17.57
2. Carts .30 Browning Belted Rounds	250	<u>\$17.57</u>
		\$35.14

The Board noted that the ammunition was expended by No. 3 Irish Armoured Car Sqn for training and calibrating Browning machine guns.

The Board recommended that ONUC ammunition valued at \$35.14 be written off and deleted from ONUC records.



Case No. ONUC/SB/\_\_\_\_\_ Sanction for write-off ONUC ammunition  
expended by Ethiopian UNIMOG Sqn.

The Chief Ordnance Officer by memorandum 4430/5/ORD of  
10 Jul 63 requested ex-post-facto sanction for the write-off of  
the following quantities of ONUC ammunition expended by the  
Ethiopian UNIMOG Sqn, for training and during the Katanga operation.

1. Carts SA 7.62 MM Ball	10,060	\$291.74
2. " " " " Tracer	2,420	<u>\$116.16</u>
		\$407.90

The Board recommended that:

- 1) ONUC ammunition valued at \$407.90 be written off and struck  
off ONUC records.
- 2) military authorities be informed for sanction to be obtained  
from Headquarters, New York for the expenditure of the  
ammunition.



Case No. ONUC/SB/\_\_\_\_\_. National Stores of 9th Tactical Fighter Squadron, Republic of Philippines, made available to the Congo Operation.

A comparison of the In and Out-Surveys of 9th Tactical Fighter Squadron indicate that national stores valued at \$4,121.86 had been made available to the Congo Operation.

The Board noted that:

- a) national stores (Appendix A) for which ONUC could be considered financially responsible were those brought into the Congo, ~~and~~ expended or those written off at the time of Out-Survey.
- b) the In-Survey was held at Kamina Base on 7 Mar 63 and the Out-Survey on 6 Jun 63.
- c) there were no interim Condemnation Board Proceedings.
- d) ONUC stores had been correctly accounted for.

The Board recommended that the case be referred to Headquarters, New York, for consideration in the event that a claim is submitted by the Philippine Government for national stores expended.



Case No. ONUC/SB/\_\_\_\_\_. 5 Villas (SABENA)

135, Ave du Capricorne, Limite  
185, Ave des Gemeaux, Limite  
87 A,B,C, Ave des Gemeaux, Limite

The five villas were unofficially occupied from 1 Aug 60 by United Nations troops.

Contracts LV-30, LV-31, LV-32, LV-33 and LV-38 were established on 22 Dec 60 with retroactive effect as from the date of illegal occupation and cancelled end of Aug 61.

According to records available, the five premises were occupied by the UN contingents as follows:

Ghanean Bn from 1 Aug 60 to 9 Feb 61	total days	965
Sudanese Bn from 10 Feb 61 to 22 Feb 61	" "	65
Indonesian Bn from 22 Feb 61 to 29 Apr 61	" "	277
Tunisian Bde from 30 Apr 61 to 9 Aug 61	" "	<u>543</u>
	Days	1,850

Following the cancellation of the contract for the premises, CF 500,000 (\$10,000.00) was paid to the landlord (SABENA) for restoration of damage which occurred to the villas during the period of occupation and/or missing furniture.

The Board noted that:

- a) no serious effort was made to reduce the initial claim of the landlord (CF 559.319) in the best of the interest of the U.N. for the ~~se~~ five villas which were occupied for the period of one year only.
- b) the apportioning of responsibility for missing furniture in respect of the Tunisian and Sudanese contingents assessed by the Accommodation Section cannot be taken into consideration as no inventory was established when the premises were first occupied by the Ghanean troops or when the Tunisian troops entered the premises without proper authority and without the knowledge of the



Accommodation Section.

The Board recommended that:

- 1) the cost of damage be borne by the occupants according to their respective periods of occupancy.
- 2) the case be referred to Headquarters, New York, for consideration of the possibility of recovering the following amounts from the Contingents' Government concerned:

Ghana:	\$5,216.20	
Sudan:	351.35	
Indonesia:	1,497.30	
Tunesia:	<u>2,935.15</u>	\$10,000.00