

SURVEY BOARD

3d party

CLAIMS

COMPLETED

AUGUST 1946 - JULY 1947

Miana I assume the original has been dispatched by so please fill form
BM

29th January, 1947.
BM/3/79

Mr. C. Brown (Brown-Eugenopoulos),
Hotel New Angletorre,
Athens.

Dear Sir,

Reference is made to previous discussions and correspondence between your Company and this Mission regarding your claim for indemnity for damages to the New Angletorre Hotel and its furniture and fixtures.

Since the receipt of the latest communication on this subject, i.e. your Legal Adviser's letter to us of January 14th, 1947, we have caused the case to be reviewed by our Mission Survey Committee. This Committee has made the following determinations:

1. This Mission is not responsible and has never accepted responsibility for any damages to the above premises while they were occupied by the Military Liaison Branch of Land Forces Greece. Any claim for damages to the building or equipment in respect of this period - that is October 1944 to March 31st 1945, - should be presented to the proper Military authorities for settlement.
2. This Mission has previously settled with your Company for all possible damages to the above premises during the period April 1st, 1945 to March 31st 1946. In this connection I would refer you to the discharge signed by C. Brown on May 9th 1946 by which document your Company accepted the sum of 40,000,000 drachmas in full and final settlement for all rentals, indemnity, wear and tear as well as any other liability with respect to the above period.
3. With respect to the period April 1st, 1946, to December 31st, 1946, you have been paid rental at the rate of 7,800,000 drachmas per month or a total rental for the nine month period of 70,200,000 drachmas. In addition to this rental you have been offered a sum of 15,991,614 drachmas as compensation for additional damage to the building and furniture recurring subsequent to April 1st 1946.

4...

Initialled copy passed to Chief of Mission 3/2.

4. It is the opinion of the Mission Survey Committee that, since 40,000,000 drachmas was considered by your Company as adequate reimbursement for rent and all indemnities for the twelve months from April 1st, 1945, to March 31st, 1946, that a total payment of 86,191,614 drachmas covering the same services during the nine month period April 1st to December 31st, 1946, is a very liberal and reasonable settlement.

5. In view of the foregoing facts the Mission Survey Committee has recommended that we again offer you the sum of 15,991,614 drachmas in full and final settlement of all claims against this Mission. The Committee has further recommended that should your Company decline this settlement this Mission should then refer the matter to the Greek Government for settlement.

Acting on the recommendations of the Survey Committee I am, therefore, repeating our offer to pay to you the sum of 15,991,614 drachmas in full and final settlement of all claims against this Administration. In the event you decline we will have no alternative but to refer the case to the Greek Government for settlement.

May we please have your acceptance or rejection as soon as possible since we are rapidly liquidating the Mission and wish to get outstanding accounts settled as soon as possible.

Yours faithfully,

Sgt. B. K. W.

for BRILL F. M. BRY
Chief of Mission.

BW/ams

Copy: Chief of Mission ✓
Mr. R. Lippincott.
Col. St. J. Hill
Mr. C. Fellies
Mr. C. Darling
Mr. J. Daskalakis.
File.

UNITED NATIONS

RELIEF AND REHABILITATION ADMINISTRATION

ROUTING SLIP

To:

Mr. Washburn

Date:

17 Jan 47

☒ Approval☐ Investigate☐ Comment☐ Signature☐ Prepare Reply☐ See Me☐ Necess. Action☐ As Requested☐ Note & Return☐ For your Inform.☐ Note & File☐ Per Telephone Conv.

REMARKS:

Returned.

From:

Office of
Deputy Chief,
S & D

Room No. 237

UNITED NATIONS RELIEF AND REHABILITA-
TION ADMINISTRATION GREECE MISSION

ROUTING SLIP

TO : Mr. Lippincott

FROM : Deputy Chief of Mission for
Finance and Administration

REMARKS :

Please pass on to
Col. Hill

UNITED NATIONS RELIEF & REHABILITATION ADMINISTRATION
GREECE MISSION
HEADQUARTERS

Athens, 15 January 1947

REL
To : Mr. Lippincott and Col. Hill *(2)* *JCH*

From : Office of Deputy Chief of Mission for Finance and Administration.

Subject :

There is attached for your review an undated memorandum from Mr. Felliös regarding the claim of the New Angleterre Hotel, together with his letter of 13 January to Charalambos Destounis on the same subject. These data are being forwarded to you for review prior to a meeting on this subject of the Mission Survey Committee.

As soon as the attached documents have been read by each of you I would appreciate it if they could be returned to me at which time I will call a meeting to include Mr. Felliös and Mr. Darling in order that we may determine the course of action with regard to the management of the above hotel.

Barr V. Washburn
Barr V. Washburn

BVW/mdl

J.B. Constantinou
Counsellor-at-law
9 Sinas St.,
Athens.

Athens, 14 January 1947.

G. Fellios Esq.
Director of Administrative Services, UNRRA, City.

Replying to yours of 30 December 1946 we have the honour to acquaint you with the following:

We were surprised to see that you fixed the amount of Drs. 15.991.614 (11.925.000 drs. for damage to the building and 4.066.614 drs. for damage to personalty) as indemnity for the damage caused by you to Hotel "New Angletterre".

It is impossible for us to see how and where you base such a decision, a wholly arbitrary one - permit us to say - not justified either by the legal or essential situation and therefore unjust and entirely ruinous for us.

We have already supplied you with the report of our Engineer Mr. John B. Kokkinos who estimates an expenditure of about 112.000.000 Drs. if the Hotel is to be restored to the condition it was in before being requisitioned by M.L.

Let us remind you that, in April 1946, when we signed also the new hiring agreement (new lease as of 1st April 1946), we received from you the amount of forty million drs. (40.000.000) towards the regularisation, up to then (31 March 1946), of the rentals owed to us on the one hand and of the compensation for the damage caused by your Service. Although with the imperative and obvious condition that on the day of your leaving the Hotel (which you did on 31st December 1946) you would pay to us also the balance of the damages for the then remaining term (1st April - 31st December 1946).

In checking our Engineer's estimates you sent one of your Engineers who submitted his findings to you and lowered our figure down to 69.000.000 Drs.

If we, despite all our loss (for we think that our Engineer Kokkinos' estimate of 112 million is anything but excessive) accept even this figure of 69 million as representing the real damage and if we further grant that the entire amount of 40 million which you fixed in April 1946 was given to us by you only as indemnity for the damage and not as settlement of the rentals owed, and then deduct this from the 69 million figure, it still is clear that you owe us a balance of 29 million drs.

Thus the amount of Drs. 15.991.614 which as per above you determine as indemnity balance due to us does not correspond to the true and equitable idea of our compensation; for us on the contrary it means an injustice (we are now incurring great expenses in bringing the place back to its former state) that we believe UNRRA cannot commit.

We therefore beg you warmly to be so kind as to revise your decision and fix a reasonable and fair compensation. Such a one, disliking legal proceedings, we shall gladly accept. In case again you are unable to arrive at the actual figure we beg to suggest the appointment of a 3-member appraisement and arbitration Board consisting of our respective Engineers and umpired say by the Athens Prefecture Engineers or any one from the Ministry of Communications that you nominate.

Yours very truly

(Sd.) J.B. Constantinou

Legal Adviser to the "C. Brown - Evghenopoulos Co."

13 January, 1947

Charalambos Destounis, Esq.,
Vasilissis Sofias, 120,
A t h e n s.

Dear Sir,

In reply to your letter of January 4, please be informed that we have upon investigation determined that the damage to building and decorations of the New Angleterre Hotel for the time of occupancy by UNRRA from April 1 to December 31, 1946, is 11,925,000 drachmas.

We have offered this sum to Mr. Evghenopoulos in full settlement of all claims and he in turn promised us that he would secure your waiver, which waiver we must have in our files in order that the file be completed.

Up to this date the final decisions have not been reached and this claim therefore is awaiting settlement.

Yours very sincerely,


D. A. FELLIOS, Director,
Administrative Services Division.

GAF/GF

Copy to: Mr. Darling
Mr. Washburn ✓
Mr. Daskalakis

MEMORANDUM

TO: Mr. B. V. Washburn, Chairman, Survey Committee

FROM: Mr. G. A. Fellios, Director of Administrative Services

SUBJECT: Claim of New Angleterre Hotel

I am submitting to you information regarding the claim of the New Angleterre Hotel, which although a matter for Region "A" to solve, has fallen into my lap, quite unwillingly.

I have spent considerable time in working on this claim. I have had innumerable conferences with the interested parties of the New Angleterre Hotel, of which both Mr. Tzallas and Mr. Daskalakis are quite aware, but I wish to make known to you the final decision I have made so that you and the Survey Committee can adjudicate this matter.

Some of the background of the facts are as follows. Ever since the days of M.L. the New Angleterre had been taken over not as a hotel but as offices. When UNRRA succeeded M.L. our Region "A" offices were located there, and as rental, plus damages, after innumerable efforts on our part, we paid to the New Angleterre proprietors the sum of 40,000,000 drachmae for the period from the beginning of UNRRA's occupancy to March 31, 1946. A regular Hirings contract was drawn up, together with a full waiver on the part of the proprietors, waiving all claim against UNRRA for whatever cause through the period to March 31, 1946. The contract and waiver were both properly signed, and payment was accepted by them thereof.

A new agreement was entered into for the period from April 1, 1946, to December 31, 1946, at a monthly rental of 7,800,000 drachmae. To this Hirings Agreement there was also attached a schedule showing the condition of each room of said hotel as of April 1, 1946. This was done in order to localize and purely identify damages that may have been a basis of a claim for this particular 9-months' period. On December 31 we gave up the hotel entirely, and as usual asked the hotel proprietors to give us a waiver. Instead of doing that they presented us with a claim for 112,900,000 drachmae. It seems to me that these people were apparently studying astronomy.

When I received this preposterous claim I sent an employee of ours who had been prior to the War one of the best insurance adjusters in Athens, and he made a detailed analysis of damages. He concluded that the amount of damages incurred during the period of occupancy by both M.L. and UNRRA amounted to drs. 11,748,000 to furniture, fixtures and equipment, and 34,450,000 drachmae for damages to the building, its interior decorations and plumbing installations.

Inasmuch as we had already received a waiver for all claims against UNRRA through March 31, 1946, we therefore felt that our responsibility was only the meeting of any claim for the last 9 months of the past year. On a pro rata basis therefore we arrived at the result that we would pay them 11,925,000 drachmae for damages to the building, its interior decorations and plumbing installations, and 4,066,614 drachmae for damages to personal property. I feel, and so does Mr. Daskalakis and Mr. Tzallas, that our offer is justifiable and sticks pretty clearly to the facts that we have on hand.

Yesterday, however, I had a very lengthy and complicated session with the representatives of the New Angleterre who brought in an array of legal talent who tried by various arguments to change the basic principle on which our offer for settlement is calculated. I refused all of their arguments, insisting that they should settle for the sum we had offered them. I am therefore presenting these facts to you for discussion with the Survey Committee, and if the Committee needs any information first-hand from me I shall be happy to furnish it to them. In the meantime I will stop all negotiations with the New Angleterre.

Copy to: Mr. Daskalakis
Mr. Darling

UNITED NATIONS RELIEF AND REHABILITATION ADMINISTRATION

GREECE MISSION

HEADQUARTERS — 4, CHURCHILL STREET, ATHENS

TELEGRAPHIC ADDRESS
UNRRA-GREECE

TELEPHONE: 30-761

Your Ref.:

Our Ref.: FA/37

Date 28th January, 1947.

To : Survey Committee.
From : G.D. Daskalakis, Legal Adviser.
Subject : Summary of Claims submitted to the Survey Committee.

1. Hotel New-Angleterre.

When UNRRA (Region ABJO) vacated the building of the New Angleterre Hotel, the Manager, Mr. Evgenopoulos-Brown claimed Drs. 112,000,000 as costs for repair to damages of the building. After consultation of UNRRA experts Drs. 11,925,000 were offered to him by letter of Mr. Fellios, for damage to the building, and Drs. 4,066,614 for damage to personal property. Mr. Evgenopoulos-Brown, by letter dated 14.1.1947 from his lawyer, repudiates this offer and asks for the appointment of an Arbitration Board to settle the claim.

2. Delphi Hotel.

The owners of the Delphi Hotel submitted a claim for Drs. 15,677,250 for damage caused to their furniture, equipment, premises, etc. during the lease of their property to UNRRA and proposed the appointment of an Arbitration Board to settle this claim. In Mr. Fellios' opinion the damage amounts to some 5 million drachmae and it is proposed to negotiate with the owners on this basis.

3. Acropole Palace Hotel.

The management of the Acropole Palace Hotel claimed some Drs. 15 million as indemnity for the Staff of the Dining Room and Kitchen of that Hotel. The Administration denies this claim on the basis of Clause No.8 of the Agreement between UNRRA and the Management of the Acropole Hotel, dated 7/8 August, 1946, by virtue of which the Administration's liability to indemnify the employees of the Acropole Palace Hotel is restricted to those employees only who were hired over and above the original number of thirty-seven. As the employees of the dining room and kitchen, at the time of the termination of the lease did not exceed the figure of thirty, the Administration's view was that there was no obligation on its part to pay their indemnity of discharge. The management of the Acropole Palace replied by letter dated 16th January, 1947, requesting that their case be settled by an Arbitration Board.

Letter FA/37 of 28th January, 1947.

4. Claim by Mrs. Drakopoulou, Owner of the Premises at 17, Niki Street, Kalamaki.

The above house is rented for the Administration with Hiring Agreement dated 23rd August, 1945 for use as warehouse by UNRRA Sanitation Section. According to Article 6 of said agreement UNRRA "is obliged to make good, or at its option, pay compensation in respect of any damage to the premises, and, if let furnished, their contents, which may have been caused by those who have occupied them under this agreement." The owner, through her application of the 20th December, 1946, requests the repair and the compensation for the items mentioned in said application, and, in a new application, gives the sum as Drs. 10,425,000. The sum, according to Mr. Fellios, appears to be reasonable, but it is difficult to find out whether all these damages have actually been caused by our personnel. It is recommended to compromise with Mrs. Cracopoulou, and if she accepts, to pay half the above sum, squared to Drs. 5,000,000. This recommendation is made because, although the Sanitation Section could have left the premises some time ago, it stayed on, paying a minute rent,

5. Stolen vehicle GM 207 allocated to Mr. Thelen.

On the 23rd December, 1946 Jeep GM 207, allocated to Mr. Thelen, was stolen while parked in America Street. Mr. Thelen assumed personal responsibility for the vehicle when he signed for it and as he admitted to Mr. Carlson that he had left the vehicle unattended and without chain locking the steering wheel, the theft must be considered the result of personal negligence on his part. According to an estimate by the Chief of Admin. Transport, the value of the lost jeep with accessories is \$200.00 - \$275.00

6. Claim of Mrs. Koutsoukou.

Mrs. Katy Koutsoukou of 5, Katsantoni Street, Athens, claimed that, owing to heavy rains on the 6th December, 1946, the rain water had no exit through the wall erected by the Administration at the back of Ninon Garage and flooded the whole basement floor of her house, causing considerable damage to her property. This statement has been confirmed by the Town Engineer of Athens in his letter dated 15.12.1946. Mrs. Koutsoukou's claim amounts to Drs. 2,300,000 for damage caused by the water to her belongings. But according to an estimate by the Administration's experts the damage only amounts to half of this figure. It is reasonable that Drs. 1,150,000 be paid to the claimant.

Letter FA/37 of 28th January, 1947.

7. Crete Accident.

On the 8th August 1946, in Crete, Jeep CM 2294, whilst on a duty trip, was hurled down a precipice. The accident resulted in the deaths of the driver Orphanos and a passenger, Mrs. Voulgari and in the severe injuries to two UNRRA employees, Miss Katy Athanassiadou and Mr. Chadjidakis; further in the light injury to Mr. Markakis, a Greek civil servant. There appears to be a definite UNRRA responsibility as to this accident. The relatives of the deceased persons and the injured persons claimed for indemnity and request the settlement of their claim by an Arbitration Board. Particularly the children of the deceased Mrs. Voulgari, i.e. three daughters aged 26, 25 and 23 and a son aged 18, who is a congenital cripple (both mentally and bodily) and was supported by his mother, claim, besides their main claim, Drs. 600,000 for funeral expenses and a reasonable sum for their temporary maintenance.

The following is suggested:

- a) The appointment of an Arbitration Board for the settlement of all these claims, changing the Arbitrator for each special case.
- b) In accordance with the Administration's policy to pay funeral expenses in similar cases, Drs. 400,000 should be paid to the heirs of Mrs. Voulgari as funeral expenses and a further sum, not exceeding Drs. 600,000 for the temporary maintenance of the infirm son and one of the daughters who is studying in Athens and is now in great need. This sum should be paid irrespective of any findings in the case and will be deducted from the final indemnity or will be treated as an ex gratia payment in case the Administration will ultimately be exempted from any responsibility.

8. Kavalla Warehouse.

The American Tobacco Co., on behalf of the owners of this warehouse, claim for rent. The answer given was that we were under the impression that the use was to be free, with the obligation on our part to quit on short notice, which was done. More precise details are in the hands of our Mr. Gardner, who is at present, not available.

Prof. J. B. Loukarakis

J.B. Constantinou
Counsellor-at-law
9 Sinas St.,
Athens.

Athens, 14 January 1947.

G. Fellios Esq.
Director of Administrative Services, UNRRA, City.

Replying to yours of 30 December 1946 we have the honour to acquaint you with the following:

We were surprised to see that you fixed the amount of Drs. 15.991.614 (11.925.000 drs. for damage to the building and 4.066.614 drs. for damage to personalty) as indemnity for the damage caused by you to Hotel "New Angleterre".

It is impossible for us to see how and where you base such a decision, a wholly arbitrary one - permit us to say - not justified either by the legal or essential situation and therefore unjust and entirely ruinous for us.

We have already supplied you with the report of our Engineer Mr. John B. Kokkinos who estimates an expenditure of about 112.000.000 Drs. if the Hotel is to be restored to the condition it was in before being requisitioned by M.L.

Let us remind you that, in April 1946, when we signed also the new hiring agreement (new lease as of 1st April 1946), we received from you the amount of forty million drs. (40.000.000) towards the regularisation, up to then (31 March 1946), of the rentals owed to us on the one hand and of the compensation for the damage caused by your Service. Although with the imperative and obvious condition that on the day of your leaving the Hotel (which you did on 31st December 1946) you would pay to us also the balance of the damages for the then remaining term (1st April - 31st December 1946).

In checking our Engineer's estimates you sent one of your Engineers who submitted his findings to you and lowered our figure down to 69.000.000 Drs.

If we, despite all our loss (for we think that our Engineer Kokkinos' estimate of 112 million is anything but excessive) accept even this figure of 69 million as representing the real damage and if we further grant that the entire amount of 40 million which you fixed in April 1946 was given to us by you only as indemnity for the damage and not as settlement of the rentals owed, and then deduct this from the 69 million figure, it still is clear that you owe us a balance of 29 million drs.

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We therefore beg you warmly to be so kind as to revise your decision and fix a reasonable and fair compensation. Such a one, disliking legal proceedings, we shall gladly accept. In case again you are unable to arrive at the actual figure we beg to suggest the appointment of a 3-member appraisement and arbitration Board consisting of our respective Engineers and umpired say by the Athens Prefecture Engineers or any one from the Ministry of Communications that you nominate.

Yours very truly
(Sd.) J.B. Constantinou
Legal Adviser to the "C.Brown - Evghenopoulos Co."

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Thus the amount of Drs. 15,991,614 which as per above you determine as indemnity balance due to us does not now correspond to the true and equitable idea of our compensation; for us on the contrary it means an injustice (we are now incurring great expenses in bringing the place back to its former state) that we believe UNRRA cannot commit.

We therefore beg you warmly to be so kind as to revise your decision and fix a reasonable and fair compensation. Such a one, disliking legal proceedings, we shall gladly accept. In case again you are unable to arrive at the actual figure we beg to suggest the appointment of a 3-member appraisal and arbitration Board consisting of our respective Engineers and umpired say by the Athens Prefecture Engineers or any one from the Ministry of Communications that you nominate.

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(Sd.) J.B. Constantinou
Legal Adviser to the "C.Brown - Evghenopoulos Co."

20023

UNITED NATIONS RELIEF AND
REHABILITATION ADMINISTRATION

ROUTING SLIP

FROM

Geo. A. Fellios

TO

Geo. DASKALAKIS.

CHIEF OF MISSION
SEN. DEP. CHIEF OF MISSION
PUBLIC INFORMATION
FINANCIAL ANALYST

DEP. CHIEF FOR F & A
ACCOUNTS
PERSONNEL
BUDGET AND MANAGEMENT
ADMIN. SERVICES
FINANCE
→ LEGAL ADVISOR

DEP. CHIEF FOR REL. SERVICES
WELFARE
HEALTH
DISPLACED PERSONS

DEP. CHIEF FOR S & D
INDUSTRIAL REHABIL.
AGRICULT. & FISHER.
FOOD
CLOTH. TEXT. & FOOTWEAR
ECONOMICS
TRAFFIC
PRCC. & COORDINATION

REMARKS -

*For your Consideration
Please keep me
informed.*

Geo. A.

Εν Αθήναις τῇ 14ῃ Ἰανουαρίου 1947.

Ἀξιότιμον Κύριον Φέλιον

Διευθυντὴν Διοικητικῶν Ὑπηρεσιῶν τῆς ΟΥΝΡΑ

Ε Ν Τ Α Υ Θ Α

Εἰς ἀπάντησιν τῆς ἀπὸ 30 Δεκεμβρίου 1946 ἐπιστολῆς σας, ἔχομεν τὴν τιμὴν νὰ φέρωμεν εἰς γνῶσιν Ὑμῶν τὰ ἀκόλουθα:

Μετ' ἐκπλήξεως ἀνεγνώσαμεν ὅτι καθωρίσατε τὸ ποσὸν τῶν 15.991.614 δραχμῶν (11.925.000 δραχμαὶ " διὰ φθοράν τοῦ κτιρίου" + 4.066.614 δραχμαὶ " διὰ φθοράν προσωπικῆς περιουσίας", ἥτοι ἐν συνόλῳ δραχμαὶ 15.991.614), ὡς ἀποζημίωσιν φθορῶν προξενηθειῶν παρ' Ὑμῶν εἰς τὸ Ξενοδοχεῖον ("Νέον Ἀγγλίας".

Μᾶς εἶναι ἀδύνατον νὰ ἐννοήσωμεν πῶς καὶ ποῦ στηρίζετε μίαν τοιαύτην ἀπόφασιν, ὅπως — ἐπιτραπήτω εἰς ἡμᾶς νὰ φρονούμεν —, αὐθαίρετον, μὴ ἐκ τῆς νομικῆς καὶ οὐσιαστικῆς πραγματικότητος δικαιολογουμένην, καὶ ἐπομένως ἀδίκον καὶ ἐντελῶς δι' ἡμᾶς ὀλεθρίαν.

Σας ἔχομεν ἤδη ὑποβάλει προϋπολογισμόν δαπάνης ἐξ 112.000.000 περίπου διὰ τοῦ Μηχανικοῦ μας κ. Ἰωάννου Β. Κοκκίνου διὰ τὴν ἐπαναφορὰν τοῦ Ξενοδοχείου εἰς τὴν εὐρίσκετο κατὰστασιν πρό τῆς ἐπιτάξεως ὑπὸ τῆς Μ.Λ..

Σας ὑπενθυμίζομεν ὅτι κατὰ μῆνα Ἀπρίλιον 1946, ὅτε ὑπεγράψαμεν καὶ τὰ νέα συμβόλαιον ἐνοικίῳν (ἐνοικίαις νέα ἀπὸ 1ης Ἀπριλίου 1946) ἐλάβομεν παρ' Ὑμῶν τὸ ποσὸν τῶν 40.000.000 δραχμῶν (τεσσαράκοντα ἑκατομμυρίων) πρὸς πακτοποίησιν μέχρι τῆς ἡμέρας ἐκείνης (31ης Μαρτίου 1946) ἀφ' ἐνός μὲν τῶν ὀφειλομένων ἡμῖν μισθωμάτων, ἀφ' ἑτέρου δὲ διὰ τὴν ἀποζημίωσιν φθο-

ρων, προξενηθεισών υπό της Υπηρεσίας σας. Μέ τον απαραίτητον δμως καί αυτονόητον δρον δι κατα την ημέραν της αναχωρήσεώς σας εκ του Ξενοδοχείου (ήτις καί έλαβε χώραν την 31ην Δεκεμβρίου 1946) θέλετε καταβάλει ήμιν καί τό υπόλοιπον της διά φθοράς κλπ. αποζημιώσεως διά τό υπολειπόμενον χρονικόν διάστημα (1 'Απριλίου 1946 - 31 Δεκεμβρίου 1946).--

Πρός διαπίστωσιν της ακριβείας του προϋπολογισμού του Μηχανικού μας κ. 'Ιωάν. Β. Κοκκίνου απεστείλατε ένα εκ των κ.κ. Μηχανικών σας, όστις καί σας υπέβαλεν έκθεσιν, υποβιβάζων τό ποσόν εις 69.000.000 δραχμών.--

Εάν, παρά πασαν ζημίαν μας (διότι νομίζομεν ότι, ό εξ 112 εκατομμυρίων προϋπολογισμός του Μηχανικού μας κ. Κοκκίνου, πών άλλο ή υπερβολικός είναι) δεχθώμεν καί τό ποσόν τουτο των 69.000.000 δραχμών ως απεικονίζον την πραγματικήν κατάστασιν των ζημιών, καί αν δεχθώμεν ακόμη ότι ελόκληρον τό ποσόν των 40 εκατομμυρίων δραχμών, περ καθορίσατε κατά μήνα 'Απρίλιον 1946 μας τό, εδώσατε ως αποζημιώσιν μόνον των φθορών, καί όχι των όφειλομένων μισθωμάτων, εάν αφαιρέσωμεν αυτό από τό ποσόν των 69. εκατομμυρίων, πτοκύπτει ότι μας όφείλετε ως υπόλοιπον τό ποσόν των 29 εκατομμυρίων δραχμών (29.000.000).--

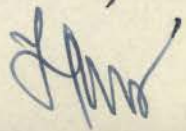
Τό ποσόν, όθεν, των 15.991.614 δραχμών, περ κατά τά ανω καθορίζετε ως υπόλοιπον αποζημιώσεώς μας, ούδαμώς ανταποκρίνεται προς την αληθή καί δικαίαν έννοιαν αποζημιώσεως ήμων, άλλ' απ' έπαντίας δημιουργεί εις βάρος ήμων (υποβαλλομένων κατ' αὐτάς εις κολοβιαίας δαπάνας έπαναφοράς του Ξενοδοχείου εις την προτέραν κατάστασιν) μίαν άδικίαν, διά την οποίαν θεωρούμεν άνίκανον τον 'Οργανισμόν της Ούνρα.--

Παρακαλοϋμεν όθεν υμας θερμώς όπως ευαρεσθηθήτε καί αναθεωρήσετε την απόφασιν σας, καθορίζοντες έν ποσόν αποζημιώσεως δίκαιον καί λογικόν, περ, υπό την προϋπόθεσιν αυτήν, μή αρεσκόμενοι εις δικαστικούς αγώνας, εύχαρίστως θέλομεν αποδεχθί.--

Εάν δέν δύνασθε καί πάλιν νά καθορίσητε τό πραγματικόν ποσόν της αποζημιώσεως, σας προτείνομεν νά συγκροτηθή μία τριμελής εξ εμπειρογνημόνων διαιτητική επιτροπή, αποτελεσθησομένη από τον Μηχανικόν μας καί μέ επιδιαιτητήν τον Νομομηχανικόν Αθηνών, λ.χ., ή οίον--

Γ' από τον
μηχανικόν
δας,





ΙΩΑΝΝΗΣ ΒΛ. ΚΩΝΣΤΑΝΤΙΝΟΥ

ΔΙΚΗΓΟΡΟΣ

(ΤΕΩΣ ΕΙΣΑΓΓΕΛΕΥΣ ΕΦΕΤΩΝ ΑΘΗΝΩΝ)

ΓΡΑΦΕΙΟΝ: ΣΙΝΑ 9 ΤΗΛ. 23-274

ΚΑΤΟΙΚΙΑ: ΘΗΡΑΣ 43 ΤΗΛ. 84-616

Έν Αθήναις τῇ..... 194.....

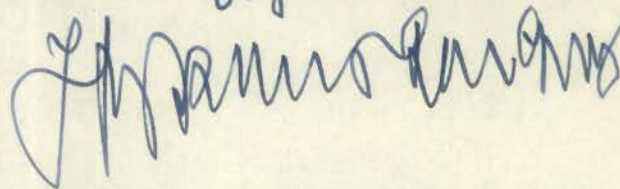
- 2 -

δῆποτε Μηχανικόν τοῦ Ὑπουργείου Συγκοινωνίας, τόν ὁποῖον
ὁμείς ἠθέλατε ὑποδείξῃ.-

Μετά πάσης τιμῆς

Ι. Β. Κωνσταντίνου

Νομικός Σύμβουλος Ἑταιρίας
"Κ. Μπράουν - Σοφ. Γεωργίου & Σία"



RECEIPT and WAIVER

I, the undersigned Pan. Vailas, resident of Athens, received the sum of eight million five hundred thousand Drachmae (Drs. 8.500.000) from the United Nations Relief and Rehabilitation Administration (UNRRA) in full and final settlement of my claim against it resulting from the motor-car accident that occurred on the 29 June 1946, when G.M. 205, driven by G. Toutounis, injured me, in accordance with the Decision of the Arbitration Board dated 27 June, 1947.

Athens.

Date 9/7/47*Mr. Hodgson,**after being signed please return this copy to
Mr. Lane*

RECEIPT and WAIVER

I, the undersigned Arghirios Papanikolaou, resident of Athens, received the sum of six million five hundred thousand Drachmae (Drs. 6.500.000) from the United Nations Relief and Rehabilitation Administration (UNRRA) in full and final settlement of my claim against it resulting from the motor car accident that occurred on the 12th June 1946, when GM 227, driven by Vas. Tsanakidis, injured me, in accordance with the Decision of the Arbitration Board dated 23 May, 1947.

Arghirios Papanikolaou

Athens.

Date



20348

RECEIPT and WAIVER

I, the undersigned Gregory Christakos, resident of Athens acting for myself and for my under-aged children Fotis and Stavroula Christakos received this day from the United Nations Relief and Rehabilitation Administration - Greece Mission (UNRRA) the sum of ten million Drachmae (10,000,000) in full and final settlement of my claim against it resulting from the motor-car accident that occurred on 11th January 1947 when truck G.M. 670 killed our son and brother George Christakos. The above sum is paid to us under Arbitration Decision dated 16.6.1947. I declare that I and my children are completely satisfied with the above payment and waive all further claims against the Administration arising from the above traffic accident.

Athens.

Date



(Sign.)

in recognition

RECEIPT and WAIVER

I, the undersigned Andrew ^{Mr}arkakis, resident of Rethymnon
Crete, received from the United Nations Relief and Rehabili-
tation Administration Greece Mission (UNRRA) the sum of twelve
billion (12.000.000) in full and final settlement of my
claim against it resulting from the motor-car accident that
occurred on 8.8.46 in Crete when G.M. 2294 driven by Chr.
Orphanos injured me. The above sum is paid to me under
Arbitration Decision dated 11 June 1947. I waive all further
claims against the Administration arising from the above
traffic accident.

Athens.

Date

28-6-1947

for Mr. Lane



20350

RECEIPT and WAIVER

I, the undersigned Yannakos Vokovinos, resident of Athens received from the United Nations Relief and Rehabilitation Administration -- Greece Mission (UNRRAO the sum of Mrs. five million two hundred thousand (5.200.000) in full and final settlement of my claim against it resulting from the motor-car accident that occurred on 11.1.47, when truck G.M. 670 killed my son Nicholas Vokovinos. The above sum is paid to me under Arbitration Decision dated 17.6.47. I waive all further claims against the Administration arising from the above traffic accident.

Athens.

Date _____

(Sign.) _____

3 BOKOL 26/

for Mr. L. L. L.

RECEIPT and WAIVER

I, the undersigned Despina Vokovinos, resident of Athens received from the United Nations Relief and Rehabilitation Administration - Greece Mission (UNRRA) the sum of Drs. four million eight hundred thousand (4.800.000) in full and final settlement of my claim against it resulting from the motor-car accident that occurred on 11.1.47, when truck G.M. 670 killed my son Nicholas Vokovinos. The above sum is paid to me under Arbitration Decision dated 17.6.47. I waive all further claims against the Administration arising from the above traffic accident.

Athens.

Date _____

(Sign.) Despina Vokovinos

for Mr. Lane



20345

RECEIPT and WAIVER

I, the undersigned Ketty Athanasiadis, resident of Rethymnon Crete, received from the United Nations Relief and Rehabilitation Administration-Greece Mission (UNRRA) the sum of 25.000.000 Drachmae (twenty five million) in full and final settlement of my claim against it resulting from the motor-car accident that occurred on 8.8.46 in Crete when G.M. 2294 driven by Chr. Orphanos injured me. The above sum is paid to me under Arbitration Decision dated 13 June, 1947. I waive all further claims against the Administration arising from the above traffic accident.

Place. _____

Date. _____



(sign.) _____

A handwritten signature in blue ink, appearing to be "Ketty Athanasiadis", written over a horizontal line.

Copy for Mr. Lane

File
Athina Garage

18 July 1947

TO: Director of Division of Accounts

FROM: B. V. Washburn, Deputy Chief of Mission for Finance and Administration

SUBJECT: Claim against UNRRA by Athina Garage

Reference is made to our recent discussion regarding the claim for indemnity submitted by Mr. Aperghi, owner of Athina Garage Ltd, 3 Kanari Street, Athens.

This claim was received too late for consideration by the Mission Survey Committee and action on the claim therefore remains to the Closure Party.

The claim as submitted by the above claimant was for 7,980,000 drachmae plus \$500.00 for the replacement parts for mechanical installations. Since we have no dollars at our disposal we must of course consider the claim on a drachmae basis only.

On receipt of the claim we requested our surveyors to examine the claim and to survey the premises and deliver an opinion as to the propriety of the claim. Our surveyor group consisted of the following technical personnel:

Mr. E. Pascal	Insurance Adjuster
Mr. N. Tassopoulos	Contracting Engineer
Mr. P. Hadjopoulos	Electrical Engineer

After an exhaustive survey the above group jointly state that of the total amount claimed by Mr. Aperghi only damage to the extent of 3,250,000 drachmae can be considered as attributable to UNRRA and they recommend settlement in this amount. I am in agreement with their recommendation and unless you have some reason from an accounting or auditing point of view we should offer settlement in this amount.

In the event you concur with my findings will you please request Professor Daskalakis to contact the claimant and offer settlement in the above amount. On acceptance by Mr. Aperghi the usual waiver should be obtained on payment.

A copy of the Surveyor's report is attached for your file.

Copies to Professor Daskalakis
Mr. Sampson
Mr. Fellies

B.V. Washburn
Deputy Chief of Mission for
Finance and Administration

UNITED NATIONS RELIEF AND REHABILITATION ADMINISTRATION
GREECE MISSION
HEADQUARTERS

Athens, July 2, 1947.

To : Mr. Charles Lane, Secretary, Survey Committee.
From : Office of Director of Administrative Services.
Subject: Claim by Athina Garage Ltd. (Mr. Aperghis)

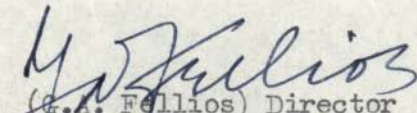
Attached, you will find particulars concerning claim by Mr. Aperghis, owner of Athina Garage Ltd. 3 Kanari st. (Kanari st. Warehouse by UNRRA terminology).

We made a very careful study of this case and we have had many discussions with Mr. Aperghis, who although is not very difficult to deal with, does not accept our views in their entirety.

From our survey we cannot but recommend that the sum of 3,250,000 Drs. be paid inasmuch as the warehouse was used by the enemy and by ML prior to being occupied by UNRRA.

If you need any additional information please let me know.

c.c.
Mr. Washburn.


(G.A. Fellios) Director
Division Administrative Services.

Επίθενη είσοδος για τα των Κ^{ου} Κ. Απέρη

ἐπὶ τῆς ὁδ. Κανάρη

Προϋπολογισμός δαπάνης:

- | | | |
|--|-----------|--------|
| 1) Κατεδάφεις τειμεντονομίας τῆς θαυτ' ὁροφῆς
εἰσοδῶν καὶ ἐπαγγελίας δια νέας μαζαντῆς
τειμεντονομίας (ὁδ. θαυτ' ὁροφῆς) (n ² 10.-) | 350.000 | ✓ |
| 2) Καθαρίσμα ἐπιφανείας μαζαντῆς τειμεντονομίας
τοιχῶν καὶ ὁροφῆς (n ² 70.-) | 210.000 | |
| 3) Ἐπιδιόρθωσις βοσβάδων | 100.000 | 50000 |
| 4) " " " " " " " " " " " " | 100.000 | |
| 5) Τοποδατάσεις κροβατῶν δαπάνης: | | |
| α) Ἀξία νέων βτρ. κροβατῶν
φασακ. 310 x 14.000 | 4.310.000 | |
| β) Περαισμά πλάνος, καλὸν πῦμα
τοποδ. κροβατῶν καὶ νέα πλάγ
μπεταῖν (πλ. 015) (n ² 1750) | 1.225.000 | 100000 |
| 6) Συμπλήρωσις μαβαίτης βτρῶν δαπάνης | 200.000 | |
| 7) Ἐπιδιόρθωσις ἐπιχειρημάτων ὁροφῆς ὑπογῆς
εἰς νέον κροβατῶν | 200.000 | |
| 8) Ἀπορρυγίς καὶ ἀπομάκρυνσις μπαζῶν | 150.000 | |
| 9) Ὑδροχρωματισμός τοιχῶν καὶ ὁροφῆς εἰσοδῶν
(275 m ²) | 275.000 | ✓ |
| 10) Ἑλαιοχρωματισμός παθαρμαύτων τοιχῶν καὶ
δοξαπῶν (n ² 50.-) @ 4 γλφρ | 360.000 | 20000 |
| 11) Συμπλήρωσις ἐβτιβορμῶν μαρμάρων
ὅπως μετὰ καθαρίσμοι Παλαιῶν | 380.000 | ✓ |
| 12) Συμπλήρωσις πλάνων πεζοδρομῶν
ἐν μαρμαρί | 120.000 | 20000 |

Ἔν ὅλῳ πλ. 7.980.000

Κ. Απέρη

16/6/47

Παράση

\$ \$

Ελαφειών Αλφειο Κορναυμειχ
Χαρις των Τραπεζιτών 18.

1 Αλφειο \$ 400

1 Αλφειο \$ 100.

Ελαφία ΤΕΚΤΟΝ

1 Αλφειο

Ελαφία

Ἐν Ἀθήναις τῇ 26ῃ Ἰουνίου 1947

Κύριον

Κ. Ἀπέργην

ΕΝΤΑΥΘΑ

Ἀφορᾷ: Προσφορὰν ἐπισκευῆς δύο φορτηγῶν
ἀνελκυστήρων γκαράζ, ὁδοῦ Κανάρη 3.

Κύριε,

Ἐπόμενος τῇ ὑμετέρᾳ αἰτήσῃ υποβάλλα ὑμῖν διὰ τῆς πα-
ρούσης προσφορὰν διὰ τὴν ἐπισκευὴν τῶν δύο φορτηγῶν ἀνελκυστήρων
ἐν τῇ ὑμετέρᾳ γκαράζ ἐπὶ τῆς ὁδοῦ Κανάρη ἀρ. 3, οὕτως ὥστε νὰ ἐ-
ξασφαλισθῇ ἡ κανονικὴ λειτουργία αὐτῶν.

Αἱ ἐργασίαι αἵτινες δέον νὰ ἐκτελεσθῶσιν ἀνά ἕκαστον
ἀνελκυστήρα κεχωρισμένως εἶναι αἱ ἀκόλουθοι.

1/ Ἀνελκυστήρ Α (ἄριστερά) -

1/ Προμήθεια καὶ ἐγκατάστασις ἐνὸς νέου ἠλεκτροκινητήρος διὰ
τὴν ἀκριβῆ στάθμισιν τοῦ θαλάμου εἰς τὰ πατάματα μὴ ὑπάρχον-
τος τοῦ παλαιοῦ.

2/ Προμήθεια ἐνὸς νέου μετασχηματιστοῦ 380 Υ, 42Υ, 400 ^W/_{βάσε}, μὴ
ὑπάρχοντος τοῦ παλαιοῦ.

3/ Προμήθεια δύο νέων πηνίων ἀνόδου-καθόδου μικρᾶς ταχύτητος.

4/ Περιέλιξις καέντος μικροῦ κινητήρος πέδης.

5/ Ἀντικατάστασις φερρουίτ εἰς σύστημα λειτουργίας ἠλεκτροκινη-
τήρος ἀκριβεῖας στάσεως παταράτων.

6/ Προμήθεια εἰδικοῦ ἐλατηρίου εἰς συσκευὴν αὐτομάτου λειτουργί-
ας τοῦ ἠλεκτροκινητήρος ἀκριβεῖας.

7/ Προμήθεια μετασχηματιστοῦ εἰδικοῦ φατεινῶν σημάτων.

8/ Προμήθεια νέων πηνίων βελλέ ὁρόφων τερ. 2.

9/ Προμήθεια νέων βαούλων καὶ ἐπαφῶν εἰς ἠλεκτρικὸν σύστημα
πίνακος ἐκκινήσεως κινητήρος.

10/ Ἀντικατάστασις διαφόρων ἐπαφῶν κατεστραμμένων εἰς πηνία δια-

φόρου ενεργείας τῶν κυκλωμάτων.

- 11/Προμήθεια νέων ἐπαφῶν ἐξ ἀνθρώπων εἰς βελλέ ὁρόφαν.
- 12/Ἐπισκευή μικροῦ κνητηῆρος ἀντιστάσεως ἐκκινήσεως μηχανῆς.
- 13/Γενική ρύθμισις πίνακος καί διαφόρων ἐπαφῶν καί συρρατίσεων.
- 14/Ἀντικατάστασις τῶν ἀσφαλειῶν καί φυσιγγίων τοῦ πίνακος.

Φρέαρ καί θάλαρος

- 15/Ἐπισκευή ἡλεκτρικῶν ἐπαφῶν θυρῶν φρέατος.
- 16/Ἐπισκευή μηχανικῶν μανδαλώσεων θυρῶν φρέατος.
- 17/Προμήθεια νέων δύο ἡλεκτρικῶν ἐπαφῶν ἐλλειπόντων εἰς θύρας ὑπογείου καί ἰσογείου.
- 18/Διόρθωσις τῶν θυρῶν καί γλυστρῶν αὐτῶν ὥστε νά κλείωσι κανονικῶς.
- 19/Ἀφαίρεσις τῶν ἐφθαρμένων συρμάτων τῆς ὁροφῆς τοῦ θαλάμου.
- 20/Ἀντικατάστασις τῶν ἐφθαρμένων συρματοσχοίνων κινήσεως τῶν θυρῶν τῶν ὁρόφων.
- 21/Ἐπισκευή ἡλεκτρικῶν ἐπαφῶν (κοντάκτ) στάσεων ὁρόφων.
- 22/Ἐπισκευή συστήματος ἐπαναλειτουργίας ἀκριβεῖας στάσεως εἰς τοὺς ὁρόφους.
- 23/Ἐπισκευή κορβιοθήκης ἀνελκυστήρος.
- 24/Ἐπισκευή καί τακτοποίησις συνδεσμολογιῶν κυκλωμάτων.
- 25/Ἐπισκευή πεδίλων ἀναρτήσεως θαλαρίσκου.
- 26/Ἀντικατάστασις τῶν συρματοσχοίνων ἀναρτήσεως θαλάμου-ἀντιβάρου δι' εἰδικοῦ συρματοσχοίνου διαμέτρου 18 χιλιοστῶν, ὀκτὰ τεραχίαν ἐκ μέτρων 43 ἕκαστον ἥτοι ἐν συνόλῳ μέτρα 344.

Συνολικὴ δαπάνη ἐκτελέσεως τῶν ἄνω ἐργασιῶν ὥστε νά ἐξασφαλισθῇ ἡ κανονικὴ λειτουργία καί σύμφωνα μὲ τοὺς κανονισμοὺς τοῦ

Ὑπουργείου μεταφορῶν τοῦ ἐνὸς ἀνελκυστήρος Ἀ' ἀριστερά, ἀνέρχεσθαι εἰς δραχμὰς 11.800.000

2/Ἀνελκυστήρ Β' (δεξιὰ)

Εἰς τὸν δεύτερον ἀνελκυστήρα δεξιὰ τὸν λειτουργοῦντα ἤδη, προβλέπω τὴν ἐκτέλεσιν τῶν ἰδίων αὖς ἄνω περιγραφεισῶν ἐργασιῶν πλήν τῶν πρῶτων ὑπ' ἀριθ. 1, 2, 3 καί 4 κονδυλίων, καθότι ὑπάρχουν: 3 ἡλεκτροκίνητος σταθμὸς ἀκριβεῖας τοῦ θαλάμου εἰς τοὺς ὁρόφους, ὑπάρχει ὁ με-

τασχηματιστής, τά πηνία ανόδου και καθόδου μικρᾶς ταχύτητος ὡς και ὁ μικρὸς κινητὴρ πέδης.

Διὰ τὸν ἀνελκυστήρα τοῦτον προβλέπω ἐπίσης τὴν ἀντικατάστασιν τοῦ συρματοσχοίνου τοῦ θαλάμου και ἀντιβάρου ὡς τὸ ὑπ'ἀριθ. 26 κονδύλιον, διότι εἰς τὸν ἀνελκυστήρα τοῦτον ἤρχισεν εἰς φθισμένα σημεῖα νὰ φαίνεται φθορά τοῦ συρματοσχοίνου και ἀσφαλῶς προσεχῶς μετὰ ἐντατικὴν λειτουργίαν συντόμως θὰ ἀπαιτηθῇ ἀντικατάστασίς των.

Ἡ συνολικὴ δαπάνη ἐκτέλεσεως τῶν ἄνω ὑπολοιπομένων ἐργασιῶν, ὥστε νὰ ἐξασφαλισθῇ ἡ κανονικὴ λειτουργία αὐτῶν ἀνέρχεται εἰς δραχμὰς 9.300.000. *(ἐντὶ ἐπιμελομένης τριμηνίας χρονίου)*

Ἡ ἐκτέλεσις ὅλων τῶν ἄνω ἐργασιῶν θέλει γίνῃ διὰ τοῦ παλαιοῦ συνεργείου τῆς ἑταιρίας "ΤΕΚΤΩΝ", ὅπερ ἔχει ἐγκαταστήσει αὐτάς και τὸ ὁποῖον ἐξακολουθεῖ και τὴν συντήρησίν των.

Ἐυελπιστῶν ὅτι θέλετε μὲ τιμὴν διὰ τῆς ἀναθέσεως τῆς ἄνω ἐργασίας και πρόθυμος διὰ πᾶσαν συμπληρωματικὴν πληροφορίαν,

διατελᾷ μεθ' ὑπολήψεως

Μητσοπούλης

ΓΕΩΡΓΙΟΣ Φ. ΖΩΤΟΠΟΥΛΟΣ

Πολιτ. Μηχανικός

Σανταρόζα 1 - ΑΘΗΝΑΙ

Τηλ. 30564.

Σύνολο δαπάνης

1/ *Αντικατάσταση Α.*
ἀντιβάρου δρχ. 11.800.000

2/ *Αντικατάσταση Β.*
πέδης " 9.300.000

Σύνολο 21.100.000

Μητσοπούλης

FA/PT/PD/3197

June 5, 1947

To: Director of Accounts
From: Executive Secretary, Survey Board
Subject: Survey Board Decisions

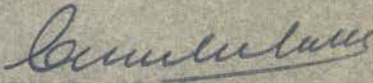
I attach hereto Survey Board Decisions in the following cases:

1. Dr. Nicholas D. Michalakopoulos
2. Mrs. Despina Bouzas
3. Mr. George Toutounis

In the case of (1) above, there is an award of 1,000,000 Drs., and the report constitutes your authority to disburse this sum.

Decision No. (2) awards 650,000 Drs. to Mrs. Despina Bouzas. I understand that Mrs. Bouzas is infirmed and unable to attend to receive the money, and I have, therefore, arranged that Mr. N. Deloukas, the Assistant Legal Advisor, will call on her for the purpose of payment and to obtain the necessary receipt and waiver. Would you, therefore, pay this money to Mr. Deloukas for disbursement to Mrs. Bouzas. Receipt and waiver is also attached.

The case of Mr. George Toutounis, who is an ex-employee of the Administration, is for two months' full pay and 2 months' half pay (similar to grant-in-aid), less 56 days' pay for sick leave which had already been taken by him. The Legal Advisor will prepare the necessary form of receipt and waiver when you advise him of the sum involved.


Charles L. Lane
Executive Secretary
Survey Board

cc: F & A
Legal Advisor

UNRRA GREECE MISSION

Survey Board

Meeting of 3rd June, 1947.

Members of the Board:

Barr V. Washburn, Deputy Chief of Mission for Finance and Administration.
St. J. A. Hill, Director, Division of Supply and Distribution.
E. J. C. Hare, Distribution Observer.

Claimant:

George Toutounis, 7c Demetria Street, Athens.

This claim is for 1½ (one and an half) years wages as indemnity for injuries arising from a traffic accident on the 29th June, 1946, in the following circumstances:

The claimant, then an employee of the Administration, was the driver of jeep no. 205 and was proceeding along Metaxas Street at approximately 08.40 hours when a Greek military vehicle no. 26560175 driven by Const. Roumziotis emerged from Ea. Benakis Street and struck the Administration's vehicle on the left rear side, with the result that one person was killed and two others, including the claimant, were injured.

The claimant had been taken to the I.K.A. Hospital, where he remained for 55 days, and had been found to be suffering from fracture of the vertebral column and concussion of the brain. He claimed that there was a residual disability and produced the report of the medical officer of I.K.A. to the effect that he still showed signs of cerebral concussion (headache, insomnia, dizziness, and sensation of mental or corporal lassitude), also pains in the spine in the region of the loins due to the fracture of the transversal protuberances of the second spinal vertebra. Both the cerebral concussion and the fracture of the vertebral column were certified as having been due to the accident. The certifying medical officer could not at that time say whether a cure would be possible, or whether there would be any permanent residual incapacity.

On the 9th May, 1947, at the request of the Administration, the I.K.A. doctor again examined the claimant and certified that the disability would be likely to remain for a further ten months (see file).

The question of liability for the accident as between UNRRA and the Greek Army had not been determined, but in view of the impending Knock-for-Knock Agreement with the Greek Army, a settlement by UNRRA will be permissible in any event. On the basis of a ten months disability, the claimant would be entitled to -

10 months pay as at present given to drivers i.e. 267,500 Drs. per month.....	2,675,000.
10 months bonus on the present scale of 100,000 Drs. per month.....	1,000,000.
10 months overtime based on the average amount of overtime paid to Toutounis during the last 3 months of his work with UNRRA, i.e. 156,000 Drs. per month.....	1,560,000.
Total.....	<u>5,235,000</u> Drs.

Continued Page 2.

The Board noted that with the exception of the period during which the claimant was receiving medical treatment at the hospital, his work as a driver was uninterrupted except for a period of 23 days annual leave which commenced on the 29th August, and that immediately following his termination from UNRRA on the 31st December, 1946, he accepted employment with W.H.O., where he worked without interruption until the 13th May, 1947, when he went on leave without pay.

The Board felt that the claimant had not, therefore, suffered any pecuniary loss as a result of the accident. The medical costs had been borne by I.K.A., and pay had been received for the whole period of initial sickness. The question of residual disability appeared to be disproved, by the fact that the claimant had worked for almost an entire year following his hospitalization.

This accident occurred prior to the inauguration of the system of placing employees in grant-in-aid status after accidents, and therefore, sick leave and some annual leave were used by the claimant for the purposes of his recovery. Taking all the circumstances into account, the Board felt that the total compensation due to the claimant should be the total sum which would have been payable under grant-in-aid status for the full permitted period in accordance with GA.45 (i.e. two months at full pay and two months at half pay) less the amount of sick leave taken following the accident.

DECISION.

That Mr. George Tountounis be paid a sum of money equivalent to two months full pay plus two months half pay less 56 days sick leave already paid, in full satisfaction of his claim in respect of the traffic accident in which he was involved on the 29th June, 1946.

Barr V. Washburn
Barr V. Washburn

St. J. A. Hill
St. J. A. Hill

E. J. C. Hare
E. J. C. Hare

Charles L. Lane
Charles L. Lane
Executive Secretary



UNRRA GREECE MISSION SURVEY BOARD
Athens, June 2nd, 1947.

Approved:

S. F. Mahen
S. F. Mahen,
Chief of Mission.

PA/PT/PD/3197

June 5, 1947

To: Director of Accounts
From: Executive Secretary, Survey Board
Subject: Survey Board Decisions

I attach hereto Survey Board Decisions in the following cases:

1. Dr. Nicholas D. Michalakopoulos
2. Mrs. Despina Bouzas
3. Mr. George Toutounis

In the case of (1) above, there is an award of 1,000,000 Drs., and the report constitutes your authority to disburse this sum.

Decision No. (2) awards 650,000 Drs. to Mrs. Despina Bouzas. I understand that Mrs. Bouzas is infirmed and unable to attend to receive the money, and I have, therefore, arranged that Mr. N. Deloukas, the Assistant Legal Advisor, will call on her for the purpose of payment and to obtain the necessary receipt and waiver. Would you, therefore, pay this money to Mr. Deloukas for disbursement to Mrs. Bouzas. Receipt and waiver is also attached.

The case of Mr. George Toutounis, who is an ex-employee of the Administration, is for two months' full pay and 2 months' half pay (similar to grant-in-aid), less 36 days' pay for sick leave which had already been taken by him. The Legal Advisor will prepare the necessary form of receipt and waiver when you advise him of the sum involved.


Charles Le Lane
Executive Secretary
Survey Board

cc: P & A
Legal Advisor

UNRRA GREECE MISSION

Survey Board

Meeting of 3rd June, 1947.

Members of the Board:

Barr V. Fashburn, Deputy Chief of Mission for Finance and Administration.
St. J. A. Hill, Director, Division of Supply and Distribution.
E. J. C. Hare, Distribution Observer.

Claimant:

George Tountounis, 7c Demetria Street, Athens.

This claim is for 1½ (one and an half) years wages as indemnity for injuries arising from a traffic accident on the 25th June, 1946, in the following circumstances:

The claimant, then an employee of the Administration, was the driver of jeep no. 206 and was proceeding along Metaxas Street at approximately 08.40 hours when a Greek military vehicle no. 24860178 driven by Const. Koumouliotis emerged from En. Benklis Street and struck the Administration's vehicle on the left rear side, with the result that one person was killed and two others, including the claimant, were injured.

The claimant had been taken to the I.R.A. Hospital, where he remained for 55 days, and had been found to be suffering from fracture of the vertebral column and concussion of the brain. He claimed that there was a residual disability and produced the report of the medical officer of I.R.A. to the effect that he still showed signs of cerebral concussion (headache, insomnia, dizziness, and sensation of mental or corporeal lassitude), also pains in the spine in the region of the lumbi due to the fracture of the transverse protuberances of the second spinal vertebra. Both the cerebral concussion and the fracture of the vertebral column were certified as having been due to the accident. The certifying medical officer could not at that time say whether a cure would be possible, or whether there would be any permanent residual incapacity. (see file).

On the 9th May, 1947, at the request of the Administration, the I.R.A. doctor again examined the claimant and certified that the disability would be likely to remain for a further ten months (see file).

The question of liability for the accident as between UNRRA and the Greek Army had not been determined, but in view of the impending Knock-for-Knock Agreement with the Greek Army, a settlement by UNRRA will be permissible in any event. On the basis of a ten months disability, the claimant would be entitled to -

10 months pay as at present given to drivers i.e. 287,500 Drs. per month.....	2,875,000.
10 months bonus on the present scale of 100,000 Drs. per month.....	1,000,000.
10 months overtime based on the average amount of overtime paid to Tountounis during the last 5 months of his work with UNRRA, i.e. 156,000 Drs. per month.....	1,560,000.
Total.....	<u>5,235,000</u> Drs.

Continued Page 2.

The Board noted that with the exception of the period during which the claimant was receiving medical treatment at the hospital, his work as a driver was uninterrupted except for a period of 25 days annual leave which commenced on the 23rd August, and that immediately following his termination from UNRRA on the 31st December, 1946, he accepted employment with E.H.O., where he worked without interruption until the 18th May, 1947, when he went on leave without pay.

The Board felt that the claimant had not, therefore, suffered any pecuniary loss as a result of the accident. The medical costs had been borne by I.K.A., and pay had been received for the whole period of initial sickness. The question of residual disability appeared to be disproved, by the fact that the claimant had worked for almost an entire year following his hospitalization.

This accident occurred prior to the inauguration of the system of placing employees in grant-in-aid status after accidents, and therefore, sick leave and some annual leave were used by the claimant for the purposes of his recovery. Taking all the circumstances into account, the Board felt that the total compensation due to the claimant should be the total sum which would have been payable under grant-in-aid status for the full permitted period in accordance with GA.45 (i.e. two months at full pay and two months at half pay) less the amount of sick leave taken following the accident.

DECISION.

That Mr. George Ioutounis be paid a sum of money equivalent to two months full pay plus two months half pay less 56 days sick leave already paid, in full satisfaction of his claim in respect of the traffic accident in which he was involved on the 29th June, 1946.

Barr V. Washburn
Barr V. Washburn

St. J. A. Hill
St. J. A. Hill

E. J. C. Bare
E. J. C. Bare

Charles L. Loney
Executive Secretary



UNRRA GREECE MISSION SURVEY BOARD
Athens, June 5rd, 1947.

Approved:

Buell F. Mabon
Buell F. Mabon,
Chief of Mission.

UNRRA GREECE MISSION
Survey Board
Meeting of June 3, 1947

Members of the Board:

Barr V. Washburn, Deputy Chief of Mission for Finance and Administration
St. J. A. Hill, Director, Division of Supply and Distribution

Claimant:

Dr. Nicholas D. Michalakopoulos, Kastri, Kifisia, Marathon Street

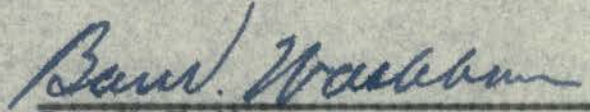
This was a claim for the sum of Drs. 7,000,000 in compensation for injuries received in a traffic accident on the 21st of June 1946. The claimant was riding in public vehicle 29936 on the Athens-Kifisia road when UNRRA Jeep GM-258 driven by UNRRA driver P. Sfarnas collided. Other results of this accident were that one person was killed and two others were seriously injured.

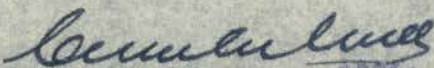
By a court decision, the driver of the public vehicle was exonerated from blame, and the UNRRA driver sent for trial on a charge of homicide from negligence. The liability of the Administration under Article 4 of Act GPH/1911, re: criminal and civil liability in cases of motor car accidents, was thus considered to have been established, and only the question of damages remained to be settled.

Dr. Michalakopoulos' claim (see attached) of 7,000,000 Drs. was considered by the Board to be excessive, and the Legal Advisor to the Mission had so reported. Upon the instructions of the Deputy Chief of Mission for Finance Administration, he had been made a tentative offer without prejudice in the sum of 1,000,000 Drs., and after some negotiation had agreed to accept this sum in full and final settlement.

DECISION

That Dr. Michalakopoulos be paid the sum of 1,000,000 Drs. in full and final satisfaction of his claim to damages in respect of the accident involving UNRRA jeep GM-258 which occurred on the Kifisia Road on the 21st of June 1946.


Barr V. Washburn


Charles L. Lane, Executive Secretary


St. J. A. Hill

UNRRA GREECE MISSION SURVEY BOARD
ATHENS, June 3, 1947

Approved:


Buell F. Mabon, Chief of Mission



UNRRA GREECE MISSION
Survey Board
Meeting of June 3, 1947

Members of the Board:

Barr V. Washburn, Deputy Chief of Mission for Finance and Administration
St. J. A. Hill, Director, Division of Supply and Distribution

Claimant:

Despina Bouzas, 61 Tombasi, Piraeus

This claim in the sum of 650,000 Drs. arises out of a traffic accident that occurred in Sashtouri Street, Piraeus, at 11 A. M. on the 11th of March 1946. The vehicle involved was a 15 cwt. Chev. truck No. 5383842 driven by W. Tod of the Guides' International Service attached to UNRRA. In an attempt to avoid a pedestrian, the truck had been driven into the front of a house, and Mrs. Bouzas consequently sustained the following injuries:

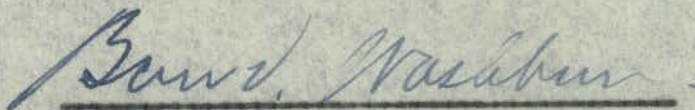
1. Concussion of the brain
2. Bruise on her forehead, left side
3. Fracture on her left arm

She had been removed to Tsanion Municipal Hospital where she remained until the 20th of April 1946 and was then discharged with the arm in a plaster cast. Mrs. Bouzas made her original claim to 71 Claims and hirings of the British Military Forces who later sent the claim to UNRRA.

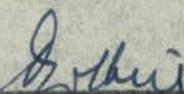
The Administration's liability in accordance with Article 4 of Act GPN/1911 of the Greek Civil Code was clearly established and only the question of compensation remained for the Board's decision.

DECISION

That Mrs. Despina Bouzas of 61 Tombasi, Piraeus, be paid the sum of 650,000 Drs. in full and final satisfaction of her claim arising from the traffic accident in Piraeus on the 11th of March 1946 involving truck No. 5383842 on the 11th of March 1946.


Barr V. Washburn


Charles L. Lane, Executive Secretary


St. J. A. Hill

UNRRA GREECE MISSION SURVEY BOARD
ATHENS, June 3, 1947

Approved:


Buell F. Maben, Chief of Mission



UNRRA GREECE MISSION
Survey Board
Meeting of June 3, 1947

Members of the Board:

Barr V. Washburn, Deputy Chief of Mission for Finance and Administration
St. J. A. Hill, Director, Division of Supply and Distribution

Claimant:

Despina Bouzas, 61 Tombasi, Piraeus

This claim in the sum of 650,000 Drs. arises out of a traffic accident that occurred in Sachtourl Street, Piraeus, at 11 A. M. on the 11th of March 1946. The vehicle involved was a 15 cwt. Chev. truck No. 5383642 driven by W. Tod of the Guides' International Service attached to UNRRA. In an attempt to avoid a pedestrian, the truck had been driven into the front of a house, and Mrs. Bouzas consequently sustained the following injuries:


1. Concussion of the brain
2. Bruise on her forehead, left side
3. Fracture on her left arm

She had been removed to Tsanion Municipal Hospital where she remained until the 20th of April 1946 and was then discharged with the arm in a plaster cast. Mrs. Bouzas made her original claim to 71 Claims and hirings of the British Military Forces who later sent the claim to UNRRA.

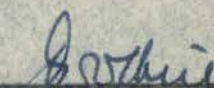
The Administration's liability in accordance with Article 4 of Act GPN/1911 of the Greek Civil Code was clearly established and only the question of compensation remained for the Board's decision.

DECISION

That Mrs. Despina Bouzas of 61 Tombasi, Piraeus, be paid the sum of 650,000 Drs. in full and final satisfaction of her claim arising from the traffic accident in Piraeus on the 11th of March 1946 involving truck No. 5383642 on the 11th of March 1946.



Barr V. Washburn


Charles L. Lane, Executive Secretary


St. J. A. Hill

UNRRA GREECE MISSION SURVEY BOARD
ATHENS, June 3, 1947

Approved:


Buell F. Mabon, Chief of Mission



UNRRA Greece Mission

MEETING OF SURVEY BOARD

May 14, 1947

Members of the Board:

Barr V. Washburn, Deputy Chief of Mission for Finance & Administration
St. John A. Hill, Director, Division of Supply and Distribution
John Hare, Regional Observer

Claimant:

George Moghiades

Consultant:

N. Deloukas, Assistant Legal Advisor

The Survey Board convened on this occasion to consider the claim of Mr. George Moghiades to damages in the sum of 15,000,000 drs. as set out in his Extradjudicial Citation and Declaration dated March 28, 1947. The claim was in respect of alleged damage to the premises known as 80 Chios Quay, Chios, during the period 11 July 1945 to 31 March 1947, during which it was occupied by the Administration under an agreement dated 21 June 1946.

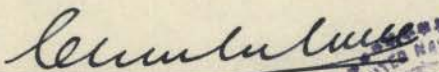
He also claim^{ed}/unpaid rental for the period 1 January 1947 to 31 March 1947 which had accrued in the following circumstances. Notice of termination of the hiring agreement had been given to take effect on 31 December 1946. The Regional Director, however, found that it would be necessary to occupy some part of the premises for the further period. Instead, however, of negotiating a new agreement or an extension of the old one, he requested the Nomarch of Chios to arrange for his continued occupation of the premises under requisitioning conditions, and at the expiry of the old agreement handed the keys to the Nomarch. The Nomarch, however, was not empowered to requisition the building, and, therefore, the Regional Director's continued occupancy of the premises at the instance of the Nomarch was unauthorized. The premises were, in fact, occupied by the Regional staff from 1 January 1947 to 31 March 1947, when all UNRRA activities in Chios came to an end. Mr. Moghiades claims that since in promising the Regional Director that UNRRA would be able to continue its occupancy of the premises under requisitioning conditions, he was acting ultra vires, that he, Moghiades, was entitled to receive rental from UNRRA for that period. The rental of the premises under the old agreement was 250,000 drs. per month, and, thus, the claimant asked that the Administration pay for the further three months of occupancy at this rate, a total of 750,000 drs.

With regard to the claim for damage to the premises, the Survey Board had caused a comparative table to be prepared (see attached) showing the conditions of the premises on entry by UNRRA (as detailed in the schedule annexed to the agreement) and details of conditions of the premises as found after the user (as shown in the Citation of Claim). This revealed that a great deal of the damage which Mr. Meghiades alleged had been caused by the UNRRA user was in fact extant at the signing of the agreement. Mr. Meghiades then declared that the claim which had been prepared and presented by his attorney had been erroneously drawn up, and he agreed that this showed the total damage to the premises which had accrued over a long period of time. He proceeded to say that the total of his claim was intended to be 5,000,000 drs.

Together with Mr. Meghiades, the Board examined the comparative table and pointed out that almost all of the glass which had been claimed for as missing or broken was in that condition at the commencement of the UNRRA user, and further that some fittings which are now missing were reported as missing on the Schedule of Condition which Mr. Meghiades had signed on UNRRA's entry. Mr. Meghiades informed the Board that the necessary repairs as set out in his claim had already been effected, and it was felt, therefore, that an examination of the premises in order to determine the actual degree of damage would prove fruitless.

After Mr. Meghiades left the meeting, the Board proceeded to discuss the case and decided that Mr. Meghiades would be entitled to compensation in respect of a water system and some piping that had been removed during the Administration's user, to the replacement of some fittings, to repair of the stone and cement floor of wash-house A which had been damaged by hewing fuel with an axe and to the replacement of three fireplaces which had been destroyed in Room 15. The Board further agreed that it would be fair and reasonable for the Administration to make good a certain amount of paint work that would have been damaged in the course of the user of private premises for public purposes. The Board concluded therefore as follows: (a) That in view of the fact that, six weeks had elapsed since UNRRA vacated the premises and that in the meantime Mr. Meghiades had proceeded with the necessary repairs thus making it impossible to arrive at a detailed schedule of damage, an arbitrary settlement of the damage claim based on the comparative table be offered. This was fixed in the sum of Drs. 2,000,000 (two millions) and the Board authorize the immediate payment of this amount against full quittance. (b) That the Executive Secretary contact the Nemarch of Chios and request his written certificate as to whether or not the premises were held under requisition for the period 1st January 1947 through 31st March 1947.

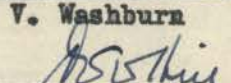
If the Nemarch's reply is in the affirmative, the claimant will be referred to the Nemarch for settlement and no payment will be made by the Administration, but if it is in the negative, the Board authorize a settlement in the sum of Drs. 750,000 (seven hundred and fifty thousand) which would be the amount payable under the terms of the expired agreement.


Charles L. Lane,
Executive Secretary,
Survey Board.

cc Legal Adviser
Mr. Fellies ✓
Mr. Darling




Barr V. Washburn


St. John A. Will


John Kare

Athens May 15th, 1947.

UNRRA GREECE MISSION

Survey Board

Meeting of May 23, 1947

Members of the Board:

Barr V. Washburn, Deputy Chief of Mission for Finance and Administration
St. J. A. Hill, Director, Division of Supply and Distribution

Claimant:

Patestas Michaelides

The Board discussed the claim of Patestas Michaelides to the sum of 15,000,000 drs. compensation for injuries and disability resulting from an accident on the 8th of May 1946 in which he sustained a fracture and dislocation of the right arm and shoulder.

The Executive Secretary stated that on the 29th of November 1946, Mr. Michaelides had submitted a claim for 5,000,000 drs., but later, on the 16th of December 1946, amended his claim to 15,000,000 drs. which he based upon medical certification of a 35 percent permanent disability resulting from the accident. The circumstances of the accident had been investigated, and the liability of the Administration to pay compensation to the claimant was not disputed. The claim in the sum of 15,000,000 drs., however, was considered excessive.


The circumstances of the accident were briefly as follows. The claimant, who was an employee of the Administration, was on duty in Verria on the 8th of May 1946, and at 10:00 P. M., owing to the sudden extinction of the lights in the hospital in which he was visiting, fell down the stairs and suffered a fracture and dislocation of the right arm and shoulder.

The present claim was in respect of a residual disability which had been certified by his physician and by the A. First degree San. Committee of IKA, as being 35 percent.

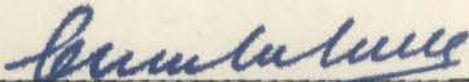
The Legal Advisor to the Mission had been to Salonica for the purpose of interviewing the claimant with instructions not to discuss a sum exceeding 7,500,000 drs. Upon his return, the Legal Advisor reported that an arbitrary settlement in the sum of 5,000,000 drs. would be acceptable to the claimant.

D E C I S I O N

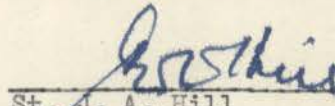
The Board recommend that Mr. Patestas Michaelides be paid the sum of Drs. 5,000,000 in full settlement of his claim for disability resulting from an accident in Verria on the 8th of May 1946 in which he sustained a fracture and dislocation of the right arm and shoulder, this sum to include reimbursement of expenses paid by him for medical treatment, medicines, etc. and for any residual disability resulting from the accident.



Barr V. Washburn



Charles L. Lane, Executive Secretary



St. J. A. Hill



UNRRA Greece Mission Survey Board
Athens, May 24, 1947

Approved:


Buell F. Maben, Chief of Mission

UNRRA GREECE MISSION

Survey Board

Meeting of May 23, 1947

Members of the Board:

Barr V. Washburn, Deputy Chief of Mission for Finance and Administration
St. J. A. Hill, Director, Division of Supply and Distribution

Claimant:

Anastassios Paganos, UNRRA Employee and Resident of Salonica

This claim was in the sum of 6,000,000 drs. and was made on November 11, 1946. The circumstances of the accident were stated to have been as follows.

Whilst manoeuvring Dodge 15 cwt truck No. 108 at Harilaou Maintenance Workshop, Driver M. Ioannidis failed to stop the vehicle in time to prevent its jamming the claimant against a wall and thereby fracturing his right thighbone. The Survey Committee of Salonica Region had considered the case (vide report 4 December 1946) and had reached the following conclusion:

"The Survey Committee, after reading the evidence, arrived at the conclusion that the accident in question was due to faulty brakes.

The Transport Officer pointed out that, according to English law, the mechanic was in order in driving the car for testing purposes inside the garage closure. Mr. Iacovides, our Legal Advisor, confirmed this to be Greek law also. It was ascertained that the mechanic, M. Ioannidis, was driving in the garage enclosure for the purpose of testing the vehicle.

It appears from the evidence that this driver will be incapacitated for about six months from carrying out his profession as a driver. The earnings of this man are 230,000 drs. plus an average overtime of 100,000 to 150,000 drs. monthly.

This Committee, having no medical knowledge, is not competent to pass opinion on the man's claim of 6,000,000 drs. but in view of the closure of UNRRA, it recommends that a reasonable offer be made to finalize the case. It should be noted that the injured party has been certified as unfit for duty until the 5th January, 1947, and it is possible that, after this date, further medical treatment will be prescribed."

On the 23rd of December at the request of the Administration, Dr. A. Missirloglou examined the claimant and reported that there would be a total disability for a period of two months, after which the claimant should be re-examined in order to determine if any further disability would remain. Meanwhile, he had been placed in "Grant-in-Aid" status from the time of the accident in accordance with the provisions of GA-45.

A further examination was made by Dr. Missirloglou on the 14th of May, and the resultant report states that in his opinion, the disability would be 50 percent from the 23rd of February 1947 through 23rd of May 1947 and 25 percent from 24th May 1947 through 23rd August 1947. He also advised a water cure of twenty days' duration.

The Legal Advisor to the Mission had been to Salonica for the purpose of interviewing the claimant and discussing with him an acceptable formula upon which the claim for compensation would be met. Mr. Paganos stated that he would settle the matter on the following basis:

100 percent disability for 2 months	
50 " " " 3 "	
25 " " " 3 "	
Cost of water treatment that had been	
ordered by his physician	


The Board were informed that such a settlement would involve the Administration in payment of the following amounts:

2 months' full pay and bonuses	948,125
3 months' half pay and bonuses	581,250
3 months' 1/4 pay and bonuses (in this case estimated that present rate of bonuses would continue)	290,625
Cost of water treatment as stated by claimant's physician	600,000
	<u>2,420,000</u>

After some discussion, the Board decided that the sum of 600,000 drs. for water treatment was excessive but that the basis of the proposed settlement was reasonable and fair and was accepted.

D E C I S I O N

That an arbitrary settlement in the sum of 2,000,000 drs. be offered to Mr. Paganos, this sum to represent full and final settlement of the whole claim in respect of the accident. If this sum is acceptable, the Board authorizes immediate payment. The Board also approve the payment of 60,000 drs. to Dr. A. Missirloglou for his medical examination and report on the claimant's injuries.


Barr V. Washburn

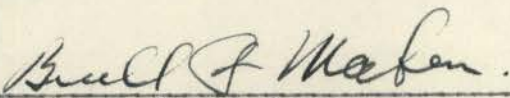

Charles L. Lane, Executive Secretary




St. J. A. Hill

UNRRA GREECE MISSION SURVEY BOARD
Athens, May 24, 1947

Approved:


Buell F. Maben, Chief of Mission

UNRRA GREECE MISSION

Survey Board
Meeting of May 23, 1947

Members of the Board

Barr V. Washburn, Deputy Chief of Mission for Finance and Administration
St. J. A. Hill, Director, Division of Supply and Distribution

Claimant:

Ioannis Kakanis, UNRPA Employee stationed at Kavalla

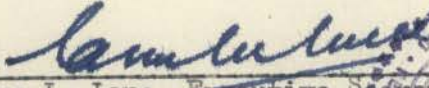
This is a claim to the sum of 196,000 drs. which was disbursed by the claimant in the following circumstances.

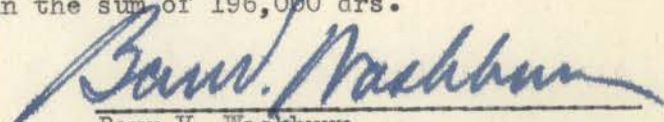
On the 15th of February 1947, the claimant was driving Jeep No. 4 through Venizelou Street, Kavalla, when a young woman ran from a side street and was struck by the vehicle. It would appear from subsequent investigation that the woman was making an attempt at suicide, and there is no question whatever of the Administration's liability in respect of the accident. The driver, however, immediately took the woman to a doctor for first-aid treatment and thereby personally incurred a fee of 196,000 drs.

While the Committee feel that this fee would not normally be the responsibility of the Administration or the driver, they think that he acted in good faith and with humanitarian motives in immediately seeking to redress the woman's injuries and that he should not be penalized for such an act.

D E C I S I O N

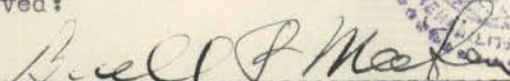
That Mr. Ioannis Kakanis be reimbursed in the sum of 196,000 drs.


Charles L. Lane, Executive Secretary


Barr V. Washburn


St. J. A. Hill

Approved:


Buell F. Maben, Chief of Mission

UNRPA Greece Mission Survey Board
Athens, May 24, 1947

UNRRA GREECE MISSION

Survey Board : Saturday May 24, 1947.

Present :

Members of the Board :

Barr V. WASHBURN, Chairman
Deputy Chief of Mission for F & A

St. John A. HILL,
Director, Division of S & D

John HARE,
Regional Observer

Executive Secretary :

Charles LANE,
Deputy Director, Personnel.

Subject :

Knock for Knock agreement - Traffic accidents involving vehicles
of UNRRA and British Military Forces in Greece.

The purpose of this meeting of the Survey Board was to review the proposal that claims between UNRRA Greece Mission and the British Military Forces in Greece in connection with vehicular accidents be mutually cancelled on the principle of Knock for Knock.

The Executive Secretary stated that the cases which might involve claims between the parties could be divided thus :

- a) Claims of UNRRA against the British Military 17.
- b) Claims of the British Military against UNRRA 4.
- c) Indeterminate claims 1.

This division of liability, however, was purely arbitrary and based only on prima facie information on file.

The following brief extracts from the files was read into the record.

" A. Claims of UNRRA against the British Military.

- I. Date : 13.12.45. Station wagon GM 013 (File 18A/2).
Driver : Anastasakis.

Description : At about noon on 13.12.45, driven by G. Anastasakis, from Ekali to Athens, with Mrs. and Miss Washburn, Col. A. Khoundras, Col. A. Papathanasiou and Lt. Col. Ch. Phanariotis, station wagon GM 013 collided in Kifissia with British Army car 24844770, driven by Fusilier C. Mailes (2037099). Only UNRRA's car, front left wing, was damaged. The other suffered nothing. It is held as probable that the blame is on the other driver.

2. Date : 16.2.46. Jeep GM 134. (File 18A/11).
Driver : G. Dendolas.

Description : The Driver states that at 1600 hrs. on 16.2.46, while going through Tzitzifies to N. Faleron was dazzled by the sun and collided with a WD car, with resulting damage to the jeep.

3. Date : 12.2.46 Jeep GM 212.
Driver : E. Kelepouris. W.D. truck : not defined (File 18A/10).

Description : Driver Kelepouris states that, coming up from Piraeus at about 1130 hrs. on 12.2.46, he was struck at the bend of Syngros Avenue, by a WD truck which tried to pass him on the right side, contrary to regulations, and then drove away without stopping. Driver could only discern No. 02030 and a green sign. The UNERA car suffered damage.

4. Date : 23.2.46. Staff Car 2215. (File 18A/12).
Driver : E. Diakoumopoulos W.D. car : not defined.

Description : The driver says that while he was driving staff car GM 2215 on Vouliagmeni Road at 2340 hrs. on 23.2.46, a WD car attempted to overtake it and that, in order to avoid collision with another car coming from the opposite direction, fell upon the left part of the staff car, and caused light damages. After this, the WD vehicle sped on, and Driver did not succeed in getting his marks.

5. Date : 4.3.46. Jeep GM 138 (File 18A/14)
Driver : S. Procopis W.D. Car : Z5382880-Water-carrier
Driver : H. Lewis 690 RASC Coy.

Description : The driver states that at 1600 hrs. on 4.3.46, while parked in front of the Acropole Hotel a British water truck Z.5282880, driven by H. Lewis 690 RASC Coy., struck his car and caused some damage.

6. Date : 23.3.46. Ford Salon GWR 056. (File 18A/15).
Driver : J.W. Tobin W.D. car : Water-carrier Z.5382880
Driver : Pte H. Lewis, 690 Coy, RASC.

Description : Parked outside the Acropole Hotel while Mr. J.W. Tobin was having breakfast inside at 0830 hrs. 4.3.46. Ford salon GWR 056 was struck by WD water carrier 5382880 driven by Private H. Lewis, after a skid due to a sudden use of the brake. The Ford suffered damage at front and back (hood, radiator, lamp glass) owing to its falling upon a car parked in front.

7. Date : 25.5.46. Truck GM 4975. (File 18A/26).
Driver : A. Kantzikis W.D. car : truck L 5616087 A3 & 4913
Driver : Woolmer, 770 Coy, RASC.

Description : Driver Kantzikis reported that while driving truck GM 4775 on 25.5.46, at 0630 hrs., his car collided on Syngros Avenue near the race course with W.D. truck L 5616087 A3 and 4913, because of bad handling on the part (as he states) of the driver of the W.D. car.

8. Date : 29.5.46 Sedan GM 056. (File 18A/27)
 Driver : John Marchand W.D. car : truck M 6781345
 Driver : unknown.

Description : At 1300 hrs. of 29.5.46 and on E. Venizelos Street, in front of British Army H.Q., trying to back, truck M 6781345 of the W.D. struck Sedan GM 056 that was parked and of which the driver was away at the moment.

9. Date : 13.5.46 Sedan GM 002. (File 18A/28)
 Driver : F. Thomas W.D. car : Jeep WD 01
 Driver : unknown.

Description : The driver says that on the 13th May, 1946 at 1600 hrs. while coming down America Street, Jeep W.D. 01 was coming out of Spiromilios Arcade and scraped his left front bumper.

10. Date : 13.5.46. Station Wagon GWR 003 (File 18A/29)
 Driver : Chr. Dimopoulos, W.D. car : truck WD S54.

Description : GWR 003 car driven by C.H. Dimopoulos and going down Syngros Avenue, collided lightly with truck WD S54, which, going in the same direction, turned a little to the left.

11. Date : 12.9.46. Truck GM 1165. File 18A/30)
 Driver : E. Patsalias W.D. car : Truck L. 4731606
 Driver : P.T. Moore, 242 Field Coy.,
 R.E. Glyfada.

Description : At 1010 hrs. of 12/9/46 on Iera Str., our car collided with British truck No. 4731606.

12. Date : 19.9.46 Sedan GM 009 (File 18A/31)
 Driver : E. Nicolaou W.D. car : Jeep (67) 4789351
 Driver : unknown.

Description : At about 1300 hrs., of the 19th September GM 009 was parked at America St. waiting for Dr Vine. Then a British Jeep No. 4789351 hit it in front.

13. Date : 6.8.46. Jeep GM 259 (File 18A/32)
 Driver : A. Herodiades W.D. car : truck 5503531
 Driver : Pte D. McKerragter.

Description : The Driver says that on the 3.7.46 driving Jeep GM 259 along the Boulevard towards Glyfada, I was struck by a British truck and had my bumper destroyed.

14. Date : 29.4.46 Truck GM 4975. (File 18A/33)
 Driver : A. Kentzikis W.D. car : 5905151
 Driver : unknown

Description : The Driver states that at about 12.35 hrs., of 29 April 1946, while he was parked (Dodge No. 4985, outside UNRRA Control Office he was hit by British truck No. 5905151-53 N14.

15. Date : 18.11.46 Truck GM2196 (File 18A/34)
 Driver : St. Kanelatos W.D. car : Z 4982143
 Driver : unknown.

Description : At 18.40 hrs. of 12.11.46, a British Military vehicle hit the side of staff car No. 2196 whilst it was stationary outside No. 14 Papadiamantopoulos Street.

- 400
16. Date : 12.12.46 Station Wagon GM 025 (File 18A/35)
Driver : M. Pylarinos. W.D. car : Truck M.L. 5675313
Driver : F. Stewtiford RASC.

Description : At 8.30 hrs. of the 12.12.46 car No. GM 025 stopped at the intersection right across the street from the American Embassy waiting for the signal from the Greek Policeman to proceed. A British Military truck No. L-5675313 driven by F. Stewtiford, failed to stop behind it and rammed into the station wagon causing considerable damage.

17. Date : 9.2.47 Truck GM 301 (File 18A/36)
Driver : P. Dounavis W.D. car : not defined.
Driver : C. Hunt.

Description : About 1300 hrs. of 7.6.1946 Jeep 2983 was parked at a point on America Street, when a British Army lorry hit it and broke its bumper-bar.

B. Claims of British Military against UNRRA

1. Date : 2.6.46 Truck GM 526 (File 18A/37)
Driver N. Stambouloupoulos W.D. Vehicle : Motor Cycle of R.N.
Two sailors injured ; P.O. Newport and L.S.A. Powers.
Motor cycle smashed.

Description : While taking a left turn on Syngros Avenue in order to enter the Garage at 0815 hrs. of 3.6.46, truck GM 526 under driver Mich. Stambouloupoulos collided with a motorcycle coming up from the rear and bearing two British sailors.

2. Date : 8.6.46. Sedan GM 006 (File 18A/38)
Driver : John Gounis. W.D. motor cycle
Driver : British soldier (died).

Description : Car collided on Daliyannis St. with a motor cycle driven by British soldier at noon of 8 June, 1946, the rider getting injured.

3. Date : 30.1.47 Jeep GM 225 (File 18A/39)
Driver N. Papanikolaou W.D. car : RN 2833
Driver : V. Dicky.

Description : At about 9 a.m. of 30th January, 1947, Jeep No. GM 225 driven by N. Papanikolaou collided with vehicle No. 2833 " HUMBER " of the British NAVY, and the result was that both the vehicles sustained slight damage.

4. Date : 30.12.45 Jeep GM 283 (File 18A/6)
Driver : Wright Harvey W.D. car : 5288143.
Driver : Pte Wilkins.

Description : Driven by Mr Harvey at 1615 hrs. on 30.12.45, Jeep GM 283 collided at the corner of Skoufas and Bucharest Streets with a British Truck, and the result was damage to both. From the particulars at hand it seems more that the accident occurred partly by more chance, and perhaps partly from the negligence of the driver of the UNRRA car who should have been more careful in coming from a side street and going through a main one.

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C. Indeterminate Claims

1. Date : 9.2.47 Truck GM 301 (File 18A/40)
 Driver : P. Kardamitsas W.D. car :
 Driver : B. Page, BLU Eleusis.

Description : Truck GM 301 collided near Skaramanga with
 a W.D. car driven by Page B. "

It was stated that the British Military, after consultation with the Crown Advocate, had promulgated an Order (see attached) to the effect that no further action would be taken in respect of claims against UNRRA and the Survey Board decided to recommend reciprocal measures.

D e c i s i o n

The Survey Board recommend that no further action be taken by the Administration in respect of claims against the British Military Forces in Greece arising out of traffic accidents.

Signed

Charles L. Lane
 CHARLES L. LANE
 Executive Secretary


Barr V. Washburn
 BARR V. WASHBURN

St. John A. Hill
 ST. JOHN A. HILL

E. J. Hare
 JOHN HARE

SURVEY BOARD
 UNRRA GREECE MISSION

APPROVED : *Buell F. Mabey*
 BUELL F. MABEY
 Chief of Mission

UNRRA GREECE MISSION

Survey Board

Meeting of May 27, 1947.

Members of the Board:

Barr V. Washburn, Deputy Chief of Mission for Finance and Administration
St. J. A. Hill, Director, Division of Supply and Distribution.
E. J. C. Hare, Distribution Observer.

Claimant:

Panayotis Stamatakis, Resident of Laurion.

The Board discussed the claim of Mr. Panayotis Stamatakis to a total sum of Drs. 965,000 for damages to his motor vehicle no. 26392, which were sustained in a collision with UNRRA vehicle no. 2205 on the 17th April, 1947, at the junction of Patissia Street and Ainianos Street, Athens.

Depositions of the witnesses were examined, and from the evidence available, it appeared conclusive that the UNRRA driver was at fault.

Mr. Stamatakis claimed Drs. 765,000 for repairs to his vehicle, and a further Drs. 200,000 damages to cover loss of business over a period of two days whilst the vehicle was under repair. The Administration had caused an inspection to be made of the vehicle and an UNRRA transport officer had reported the following repairs, the cost of which he had certified as being fair and reasonable:

Repair of the mudguard and running board.....	Drs. 175,000.
For a front spring.....	" 200,000.
For fairing shaft and steering rod.....	" 125,000.
For base and welding of motor.....	" 70,000.
For soldering refrigerator.....	" 125,000.
For spring clips and bolts etc.....	" 70,000.

Total...	<u>Drs. 765,000.</u>
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D E C I S I O N .

The Board recognise that the Administration is liable for the damages occurred on 17th April, 1947, to motor vehicle no. 26392, the property of Mr. Panayotis Stamatakis, in the sum of 765,000 Drs., and, further, that Mr. Stamatakis is entitled to recover the sum of 200,000 Drs. as compensation for the incapacity of his vehicle for two days during which time it was under repair, and they recommend that Mr. Stamatakis be paid a total sum of Drs. 965,000 against full quittance.

Barr V. Washburn
Barr V. Washburn.

St. J. A. Hill
St. J. A. Hill.

E. J. C. Hare
E. J. C. Hare.

Charles L. Lane
Charles L. Lane,
Executive Secretary.

UNRRA GREECE MISSION SURVEY BOARD
Athens, May 27th, 1947.

Approved:

Buell F. Maben
Buell F. Maben,
Chief of Mission.

COPY/

12th May, 1947.

Mr. C. Fowler.

FA/DC/4/2

Reference is made to our discussions this morning regarding outstanding claim for rental by the Kalamata Port Treasury for space which this Administration occupied from 15 December, 1945, through 30 May, 1946.

The possible settlement of this case has been discussed with Mr. Daskalakis, Legal Advisor, and Mr. Kosta Tzallas, former Administrative Officer AB Region and it is agreed that arental of 150,000 drachmae per month is reasonable.

In view of the foregoing it is requested that on your proposed trip to Kalamata you contact the owners of the building in question and arrange necessary settlement of this outstanding claim. Mr. Darling will give to you sufficient funds to cover the settlement of this claim and Mr. Daskalakis will provide you with the necessary waivers which must be signed by the owners prior to the hand over of the funds.

Six and a half months' rent at the above rate would amount to 975,000 drachmae and you are hereby given authority to settle this case on the basis of your own judgement up to the maximum of 1,000,000 drachmae. It would seem to me that any figure between 750,000 and 1,000,000 drachmae would be satisfactory from our point of view.

Barr V Washburn.

Copy to : Mr. G. Darling
 Mr. J. Daskalakis
 Mr. C. Lane.



To: - Dr. J. M. Vine,
Chief Medical Officer,
W.H.O. Interim Commission,
Athens.

From:- Barr V. Washburn,
Chairman, UNRRA Survey Board.

Subject:- Traffic Accident - February 8th, 1947.

In response to the request to the UNRRA Legal Adviser contained in your WHO/FA/118 of the 11th February, 1947, the matter of the traffic accident which occurred on the 8th idem involving your vehicle No. GM515 and public motor vehicles Nos. 29315 and 28399, has been investigated and subsequently referred to the Survey Board of this Administration.

The following is a resume of the findings of the Board upon which UNRRA would act if the W.H.O. vehicle had been charged to the Administration:

- (1) The driver of bus No. 29315 was in no way at fault and the owner of this vehicle would be entitled to compensation from the erring party of the first accident.
- (2) Whilst the testimony of interested parties is conflicting, independent police and private witnesses place the blame upon the W.H.O. driver, and, on balance, their evidence is accepted as decisive against him. Therefore, liability for damages rests upon W.H.O.
- (3) The actual claim of the owners of vehicle No. 29315 to the sum of Drs. 4,150,000 was computed as follows:-

- a. Cost of repairs to vehicle, as per claim supported by vouchers, Drs. 5,050,000.
- b. Wages paid to drivers, conductor, and checkers, during period vehicle was incapacitated Drs. 430,000.
- c. Compensation for loss of earnings during period the vehicle was incapacitated Drs. 600,000.

With regard to a. above, the Administration has caused an expert to examine the costs, and they have been found reasonable as compared with those of factories and shops with which it currently does business. This part of the claim must, therefore, be admitted in toto.

Item b, however, is thought to be excessive in that the number of personnel required to operate such a vehicle should not exceed two, and the current rates of wages for this kind of work for five days would amount to only Drs. 200,000 including part-time for a checker

Item c is similarly considered excessive in that five days should give ample time to effect the necessary repairs. This item is, therefore, reduced to Drs. 500,000.

The total sum which the UNRRA Survey Board would agree to pay ex-Court in this case to Messrs. M. Panagotatos and Demitrios Xenos, as owners of vehicle No. 29315, would, therefore, amount to Drs. 5,750,000.

- (4) The claim of A. Rentoumis, owner of motor bus No. 28,339, amounts to Drs. 1,220,000 and is for repairs to the vehicle only. This claim is broken down as follows:-

1) A new tyre size 32 x 6.....	Drs. 550,000.
2) Carpenter's bill and glass panes.....	" 175,000.
3) Workshop charges, wheel rim and ball bearing.....	" 170,000.
4) Cost of spring, brackets etc.....	" 180,000.
5) Repair to rear side iron sheet lining, welding etc	" 145,000.

TOTAL	<u>Drs. 1,220,000.</u>
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Item 1 in this schedule is considered excessive on two counts -

a. The present market value of a new tyre size 32x6 is Drs. 530,000.

b. The damaged tyre was not new at the time of the accident.

The Board feel, therefore, that this item should be reduced by Drs. 20,000 to bring it to the cost of a new tyre and by a further Drs. 200,000 on account of the condition of the damaged tyre at the time of the accident, and that an offer should be made to the Petitioner of the sum of Drs. 1,000,000 against full acquittance.

It is emphasised that the UNRRA Greece Mission's Survey Board's action in this matter is purely advisory and that the final decision as to settlement must be your own.

Barr V. Washburn,
Chairman, Survey Board,
UNRRA Greece Mission.

10th May, 1947.

To: - Dr. J. M. Vine,
Chief Medical Officer,
W.H.O. Interim Commission,
Athens.

From:- Barr V. Washburn,
Chairman, UNRRA Survey Board.

Subject:- Traffic Accident - February 8th, 1947.

In response to the request to the UNRRA Legal Adviser contained in your WHO/FA/118 of the 11th February, 1947, the matter of the traffic accident which occurred on the 8th idem involving your vehicle No. GM313 and public motor vehicles Nos. 29315 and 28599, has been investigated and subsequently referred to the Survey Board of this Administration.

The following is a résumé of the findings of the Board upon which UNRRA would act if the W.H.O. vehicle had been charged to the Administration:

(1) The driver of bus No. 29315 was in no way at fault and the owner of this vehicle would be entitled to compensation from the erring party of the first accident.

(2) Whilst the testimony of interested parties is conflicting, independent police and private witnesses place the blame upon the W.H.O. driver, and, on balance, their evidence is accepted as decisive against him. Therefore, liability for damages rests upon W.H.O.

(3) The actual claim of the owners of vehicle No. 29315 to the sum of Drs. 4,130,000 was computed as follows:-

- a. Cost of repairs to vehicle, as per claim supported by vouchers, Drs. 3,050,000.
- b. Wages paid to drivers, conductor, and checkers, during period vehicle was incapacitated Drs. 430,000.
- c. Compensation for loss of earnings during period the vehicle was incapacitated Drs. 800,000.

With regard to a. above, the Administration has caused an expert to examine the costs, and they have been found reasonable as compared with those of factories and shops with which it currently does business. This part of the claim must, therefore, be admitted in toto.

Item b, however, is thought to be excessive in that the number of personnel required to operate such a vehicle should not exceed two, and the current rates of wages for this kind of work for five days would amount to only Drs. 200,000 including part-time for a checker

Item c is similarly considered excessive in that five days should give ample time to effect the necessary repairs. This item is, therefore, reduced to Drs. 500,000.

The total sum which the UNRRA Survey Board would agree to pay ex-Court in this case to Messrs. M. Panagotatos and Demitrios Xenos, as owners of vehicle No. 29315, would, therefore, amount to Drs. 3,750,000.

(4) The claim of A. Rentoumis, owner of motor bus No. 28,339, amounts to Drs. 1,220,000 and is for repairs to the vehicle only. This claim is broken down as follows:-

1) A new tyre size 32 x 6.....	Drs. 550,000.
2) Carpenter's bill and glass panes.....	" 175,000.
3) Workshop charges, wheel rim and ball bearing.....	" 170,000.
4) Cost of spring, brackets etc.....	" 180,000.
5) Repair to rear side iron sheet lining, welding etc	" 145,000.

TOTAL	<u>Drs. 1,220,000.</u>
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Item 1 in this schedule is considered excessive on two counts -

a. The present market value of a new tyre size 32x6 is Drs. 530,000.

b. The damaged tyre was not new at the time of the accident.

The Board feel, therefore, that this item should be reduced by Drs. 20,000 to bring it to the cost of a new tyre and by a further Drs. 200,000 on account of the condition of the damaged tyre at the time of the accident, and that an offer should be made to the petitioner of the sum of Drs. 1,000,000 against full acquittance.

It is emphasised that the UNRRA Greece Mission's Survey Board's action in this matter is purely advisory and that the final decision as to settlement must be your own.

Barr V. Washburn,
Chairman, Survey Board,
UNRRA Greece Mission.

10th May, 1947.

P E T I T I O N

of
Athanassios Rentoumis

Athens February 24, 1947.

an inhabitant of Mandra.

Subject: Damage caused to bus No. 28-339 by W.H.O.
car No. Z. 5383942/313.

The World Health Organization
Athens.

Gentlemen,

I beg to inform you of the following in connection with damage caused to my bus No. 28-339 by motor car No. Z. 5383942/313 owned by your above Organization and driven by John Stathopoulos.

My bus was properly driving down the Holy Road proceeding to Eleusis at normal speed; at a spot near the Greek Navy Wireless Service and whilst it had slowed down to allow of the conductor to pay the toll dues as is done usually, it received a violent blow on the rear wheel and its gear by your above motor vehicle driving towards Athens, resulting in grave damage to the above parts. I will put on record here that your vehicle in question after striking mine also struck bus No. 29315 of the Kokkinia line. The above damage ~~came~~ was noticed many witnesses, some of whose names I give you for your guidance:

- 1) Demetrios Papageorgiou, an inhabitant of Eleusis.
- 2) Gregorios Tsaproucos, do. do.
- 3) Nicholas Sarris, do. do.
- 4) Thrassyvoulos Vassis, field guard of Eleusis.
- 5) George Constantacopoulos, gendarme.

From the above description of the damage which, it should be noted, is a perfectly accurate one, and from the fact that your car swung more to the left to avoid some other obstacle unknown to us (causing it to strike us in the rear), its full responsibility is evident, and still more its immediately subsequent collision with another car of the Kokkinia line (sic).

I request the above facts as reported upon by me to be investigated into and established, my above motor car, that is, my sole property, being the means of sustaining my family, I run the risk of being deprived of the necessary means of subsistence.

Having had the above damage repaired, I give you below an analysis of the respective cost per item, attaching at the same time the relative vouchers:

1) A new tyre size 32 x 6.	Drs. 550,000.-
2) Carpenter's bill and glass panes.	" 175,000.-
3) Workshop charges, wheel rim and ball bearing	" 170,000.-
4) Cost of spring, brackets etc.	" 180,000.-
5) Repair to rear side iron sheet lining, welding etc."	145,000.-
TOTAL	Drs. 1,220,000.-

Hoping you will examine into the above damage with due attention and that you will soon meet my request, I remain, etc.

(sd:) A. RENTOUMIS.

Translation No. 2732

N. N. Philon.

Translation

To: W.H.O. city.

(No date)

We have the honour to submit to you detailed bill of the damage caused by your truck upon our bus 29315 on the 8th inst., 1300 hours, on the Sacred Way. It is for 3.050.000 drs. and in addition, days off duty of two drivers, two conductors and checkers, 480.000 drs. Finally 100.000 drs. daily must be added to the above as negative damage during the days the bus was not operating, so that the total comes to 4.130.000.

Respectfully

(Sd.) Panayotatos & Ksenos

Motor - Car Work Shop
242 Patisia St., Athens .

Messrs. Panayotatos & Ksenos - Debtors:

6 body sides	420.000
2 front doors	150.000
1 Driver's Cab & boneette	450.000
Repair of floor	350.000
Replacement of petrol tank	120.000
10 Window-panels	180.000
2 Seats (driver's and passengers)	80.000
2 fenders - left side	150.000
1 radiator	275.000
1 Repair of front bumper	50.000
Repair and placement of metal-sheets	275.000
Relining front chassis	400.000
Paint	<u>150.000</u>

T O T A L . . . 3.050.000

(Sd.) Illegible.

11.2.1947.

S T A T E M E N T

Athens, 24th March 1947.

After detailed examination of damages sustained by buses 28339 and 29315 I certify:

That those damages caused by vehicle GM 313 were repaired by the owners of the buses. The prices of the repairs were examined and were found to be reasonable compared to those of factories and shops with which we are dealing.


GEORGE PSARRAS.

FA/55A

17 April 1947

TO : Mr. Washburn, Chairman of the Survey Committee
FROM : G. D. Daskalakis, Legal Advisor
SUBJECT : Traffic Accident - 8.2.47, (W.H.O. vehicle)

On 8 February 1947, Truck - G14-313, assigned to World Health Organisation, was involved in an accident on the road to Elefsis causing damage to two civilian busses No.28339, of the Athens-Elefsis-Line (owner M.Panajotatos and Demetrios Xenos).

The W.H.O. Truck collided first with the bus No.28339 with the result that its front spring was broken, it continued its way but not being able to control its direction dashed into the middle-door of the second bus No.29315. No persons were injured.

As the W.H.O. vehicle had lost control over the steering bar during the first collision it crushed against the bus. There is no responsibility on their part.

With regard to the first bus there is a difference of views between the passengers of the bus and the driver and the passenger of the W.H.O. car. The witnesses of the owner of aforesaid bus Gendarme Constantakopoulos and Demetrios Papageorgiou state that the responsibility rests with the W.H.O. car. Mr. George Benetatos, Sanitary Engineer, who was riding in the car, states that the driver of bus No.28339 is to be blamed. In a discussion which took place between my Assistant, myself and Mr. Benetatos, the latter said that in his opinion the responsibility for the occurred accident was to be shared between the bus No.28339 and the W.H.O. vehicle in proportion of 70% against the first and 30% against the W.H.O. car. Mr. Benetatos says he could eventually act as an expert giving evidence of the accident but in that case he asks for an extra remuneration.

It was impossible to collect any further evidence in connection with this accident and, therefore, after a careful examination

cc: Dr. Vine
Mr. Tzallas

of the above accident I consider that the claim of the owners of bus No.29315 (Miltiadis Panajiotatos and Dem. Xenos) for Drs. 4,130,000 is reasonable, but with regard to bus No.28339 I would not recommend payment owing to the fact that evidence given is not sufficient clear.

Should you approve this payment it will be effected by the W.H.O. to which the car involved in the accident was allocated.

STATEMENT.

of George Constantacopoulos, Gendarme, of the
Eleusis Gendarmerie Sub-Command.

On February 8th and at about 11 hours I was travelling
by bus No. 28339 of the Eleusis-Athens Service; whilst
exactly passing the Toll Collecting Stand, vehicle No. G.M.
313 of the World Health Organization, driving from Eleusis
to Athens, struck the near side of the car in which I was
and caused sundry damage which I cannot estimate. As
responsible for the collision I consider the driver of car
G.M. 313 as he did not take proper care to avoid the col-
lision.

I immediately attended to matters concerning the ac-
cident as no policeman happened to be present and took note
of the particulars of both drivers; the driver of G.M.313
was scared and had vanished, but shortly afterwards he re-
turned to his car.

I have nothing further to add.

Athens March 19, 1947.

The Witness

G. Constantacopoulos.

Translation No. 2455

N. N. Philon.

STATEMENT.

of Demetrios Papageorgiou, an inhabitant of Eleusis, No. 14 Pangalos Street.

On February 8th, 1947, and at about 11 hours I was travelling by bus No. 28339 of the Eleusis-Athens Service; whilst passing exactly before Aghios Savvas and the Assomaton Station and whilst the car in which I was travelling was driving according the regulations keeping to the right of the road at a reduced speed- it being the collector's intention to pay the toll, I suddenly heard a noise but the driver without losing his presence of mind, stopped dead, and shortly afterwards at a distance of 30 meters further on I heard another noise and perceived that another collision had taken place with a second bus. The aforesaid collisions were caused by an UNRRA motor vehicle (W.H.O.) and from the collision damage was caused.

I have nothing further to add.

Athens March 19, 1947.

The Witness

D. Papageorgiou.

Translation No. 2455

N. N. Philon.

The "ATE" Co. Cars, Tractors, Tyres.

Invoice E 1509

Athens, 32 Patisia St.

13th February, 1947.

Mr. A. Redoumis - Eleusis - Bus 28339

For 1 new 10-linen Tyre - 32 x 6 - Tyre No. TB 4389

Drs. 550.000

Paid in full
(Sd.) Illeg.

Receipt for 175.000 Drs.

I, Kyriakos Phatouros, Carpenter, 93 Constantinople St., Athens received of A. Redoumis the above 175.000 drs. as fee for the following jobs on bus 28339

- 1) New left-side door jasp 2) Seats and glass-panes.

Athens, 14/2/47.

(Sd.) K. Phatouros

Receipt for 170.000 Drs.

I, Const. Papaioannou, Car Work Shop, 93 Constantinople St. received of Mr. A. Redoumis the above 170.000 drs. for the following jobs:

- | | | |
|-----------------------|---------|------|
| 1) Purchase of wheel | 70.000 | Drs. |
| 2) " " roller-bearing | 80.000 | " |
| 3) Work | 20.000 | " |
| Total - | 170.000 | " |

Athens, 14/2/47.

Paid

(sd.) Papaioannou

Receipt for Drs. 180.000 Drs.

I, I. Myroyannis, spring-saggon Maker, received of A. Redoumis owner of Bus 28339 of the Eleusis Line the above sum for the following work:

- | | | |
|-----------------|---------|------|
| 1) main leaf | 85.000 | Drs. |
| 2) bolt | 10.000 | " |
| 3) bracket bolt | 15.000 | " |
| 4) welding | 20.000 | " |
| 5) work | 50.000 | " |
| Total - | 180.000 | " |

Athens, 13/2/47

(Sd.) I. Myroyannis

(Over)

Translation by G. Panou

To the W.H.O. Athens. Petition of Athanasios Redoumis, resident of Mandra, Eleusis - Ref. Damage to Bus No. 28-339 caused by W.H.O. Truck No. Z 5383942/313. Enclosures: Receipts of Costs.

I have the honour to acquaint you with the following particulars in regard to the damage caused to my bus by one of your trucks driven by John Stathopoulos.

My car was regularly going on the Sacred Way toward Eleusis. At DRYN it slowed down so that the conductor might pay the toll as usually. Then it received a strong hitting by your car, bound for Athens, with much damage to the left rear wheel. I add that your car, after hitting mine, also fell upon Bus No. 29315 of the Kokinia Line and that the event was witnessed directly by many, some of whom are:

- | | | |
|--------------------------------|---|---------|
| 1) D. Papagheorghiou | - | Eleusis |
| 2) G. Tsaproukos | - | " |
| 3) N. Sarris | - | " |
| 4) Thras. Vasis, Rural Guard | - | " |
| 5) G. Konstantopoulos, police, | - | " |

This description, an accurate one I assume you and the fact that your car swerved to the left in order to avoid some handicap we do not know (which made it hit us in the rear) show the absolute responsibility of the driver. I pray that you verify what I say and that you define costs, because with this bus, my only fortune, I keep my family and now I cannot.

Hoping that you will go over this with due attention and that you will grant my petition,

I am, Sir

Respectfully yours

(Sd.) A. Redoumis

REPORT OF ACTIONS TAKEN BY THE SURVEY COMMITTEE
AT THE MEETING ON APRIL 10, 1947.

Claim of Mr. P. Koubourlis, Kavalla.

Mr. P. Koubourlis, Car Park Manager at Kavalla, had a traffic accident on his way back from Thessaloniki, on 14 September 1946, resulting in the injury (rupture) of his knee bone. He had been admitted to a hospital in Thessaloniki. The Survey Board, Kavalla, admitted his claim for all the hospitalization expenses, after deduction of the I.K.A. grants, except Drs. 400,000 for improved food while in hospital.

Since 15 September he was given Grant-in-Aid Status according to GA-45 suppl. No. 3, and was paid thereupon full salary for the period 15 September - 14 November 1946, and half salary for the period 15 November 1946 - 15 January 1947. In the meantime he had been declared surplus and was terminated on the 20 November 1946.

He claims now Drs. 7,000,000 for partial disability, Drs. 740,000 for medical treatment (recognized by the Survey Board, Kavalla), and Drs. 400,000 for improved food while in hospital.

The Survey Committee considers the claim of Mr. P. Koubourlis for 7,000,000 drachmae for partial disability as reasonable (Dr. Whitfield, the Staff Medical Officer of UNRRA, assesses his disability at 30%) in comparison with the decision that could have been issued if this matter was placed before an Arbitration Board. In that case the above claimant could have obtained the sum of 12,000,000 to 15,000,000 drachmae.

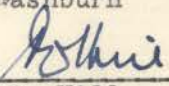
The Survey Committee is also of the opinion that Mr. P.K.'s claim for medical treatment of Drs. 740,000 is reasonable and fully justified according to the views of Mr. Lane, Deputy Director of Personnel Division.

With regard, however, to Mr. P.K.'s claim for an additional grant of 400,000 drachmae for improved food during his stay in the hospital is rejected by the Survey Committee on the grounds that there are no justifications either from the records or the general health condition of the claimant.

In accordance with the above the Survey Committee decided to pay Mr. P. Koubourlis the sum of 7,740,000 drachmae in final settlement of this affair.

SIGNED:


Barr V. Washburn


St. John A. Hill


L. Scranton

SURVEY BOARD
GREECE MISSION
ATHENS, 10th April 1947

C O P Y

UNITED NATIONS RELIEF AND REHABILITATION ADMINISTRATION
GREECE MISSION

HEADQUARTERS — 4, CHURCHILL STREET, ATHENS

TELEGRAPHIC ADDRESS
UNRRA-GREECE
TELEPHONE: 30-761

Your Ref.:

Our Ref.: FA/18A/P1.22

Date 15 April 1947

TO : Mr. George Darling, Director of Accounts Division

From : G.D. Daskalakis, Legal Adviser.

Subject Traffic accidents-14.9.46. Claim by P. Koumbourlis,
Survey Committee.

In accordance with the decision of the Survey Committee
at its meeting on 10 April 1947, you are advised to pay to
Mr. P. Koumbourlis, injured in the traffic accident which
occurred in Kavalla on 14 September 1946, for partial
disability Drs. 7,000,000.-
and
for medical treatment and additional
hospital expenses " 740,000.-
Total Drs. 7,740,000.-

1 Attachment: Receipt

Signature: Prof. G.D. Daskalakis

Approved

Signature Barr Washburn

Original of this letter is kept in Finance Office attached
to Vo. 19356 of 16/4/47

To: Mr.J.Daskalakis, Legal Advisor.

From: Mr.Barr V Washburn, Deputy Chief of Mission for Finance and Administration.

FA/DC/4/1

13th May, 1947.

In accordance with our conversation of today you will proceed to Salonika tomorrow, May 14th, by the UNRRA plane to investigate for possible settlement claims as follows:-

1. Mr. P. Michelides.

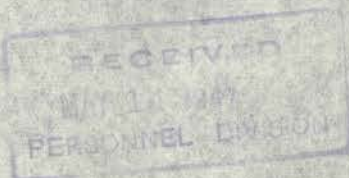
Since it has been determined by the I.K.A.Doctor, whose evidence is corroborated by examination of a private surgeon, that the permanent disability is possibly 30% to 35% you are authorised to negotiate settlement of this claim at an amount not to exceed 7,500,000 drachmae. In consideration of the fact that the original claim of 5,000,000 drachmae was later increased to 15,000,000 drachmae and that the method of computation employed by Mr. Michelides does not take into account the discount rate which would be deductible nor the possibility of recovery, the utilitarian aims of UNRRA or the principle of bona fides et equitas upon which it is entitled to rely, the Administration limit the sum for which you are empowered to settle this claim in a sum not to exceed 7,500,000 drachmae.

2. Mr. A. Paganos.

Mr. Paganos is claiming indemnity for injury in the amount of 6,000,000 drachmae. Information provided to this office indicates that he was totally incapacitated as a driver from the time of the accident, the 22nd August 1946, to date of the last medical report on December 23rd, 1946. At the time of that report it was estimated that his total disability would continue for at least an additional two months. Examination of the file has indicated that although the claimant was incapacitated on August 22nd, 1946, the date of his accident he was in fact carried in grant in aid status until November 5th, having received during this period of time 2½ months' pay.

In view of the foregoing sufficient information is not available to this office to make a decision as to what amount should be due this claimant. You are, therefore, requested to investigate and obtain the following information :-

- (a) A current medical report showing the condition of the claimant at the present time, which report should indicate whether any disability still remains and, if so, the amount of disability and the estimated length of such disability.
- (b) Determine what amount, if any, UNRRA has paid with regard to hospitalisation, medical treatment and similar expenses.
- (c) Determine the amounts, if any, which have been paid by the individual for medical care, hospitalisation and similar expenses.



(d)...

- (d) Determine whether the claimant is now employed and if so the effective date of such employment.

You can assure the claimant that immediately on your return with the above information his case will come before the Survey Committee and will be settled promptly.

3. Mrs. Haido Hajis.

An examination of this case indicates that the claimant originally requested an amount of 267,500 drachmae for damage done to her house at Kozani, which was occupied by UNRRA from June 1945 to October 1946. On the basis of the foregoing claim the Regional Survey Committee examined the case and determined that 200,000 drachmae should provide adequate indemnity. An offer of settlement on this basis was made accordingly.

The claimant at this point submitted a new claim totalling 462,000 drachmae and has since submitted a third claim of 469,500 drachmae.

In view of the fact that no additional information has been presented and in consideration of the fact that we must presume that the Regional Committee had sufficient basis on which to make their original offer, I do not feel that any consideration should be given beyond that offered by the Regional Committee.

You are, therefore, directed to resubmit our offer in the amount of 200,000 drachmae and to advise the claimant that no further consideration will be given the case.

4. Claim of B. Karavidas.

Mr. Karavidas alleges that in February, 1946, Mr. G. Chapman, Regional Distribution Officer, obtained from his shop 2 pairs of tire chains for his jeep, the value of which is stated to be 200,000 drachmae. Mr. Karavidas has now at this late date requested payment for such chains. In the absence of any documentary evidence regarding the purchase I do not feel that we can in any way entertain this claim.

It is suggested, however, that you make enquiry in our Salonika Office and if you can find any evidence which could support the fact that the purchase was in fact made we will reconsider the case on your return.

5. Miss Mary Roditio

With regard to the case of Mary Roditio, I understand that the decision of the Board of Administration has been rendered and that the Administration is directed to pay the total sum of 28,300,000 drachmas in full and final settlement.

With regard to this case the Accounts Division will today draw a cheque in the above amount, and it is requested that this cheque be presented to Miss Roditio and the necessary waivers and receipts obtained.



Barr V. Washburn.

Copy to: Mr.C.Lane, Personnel Division,
Mr.G.Darling, Accounts & Audit