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REPORT TO THE SECRETARY-GENERAL FROM HIS ACTING SPECIAL REPRESENTATIVE
IN THE CONGO CONCERNING THE INTERROGATION OF THIRTY MERCENARIES
APPREHENDED IN KABALO ON 7 APRIL 1961

1. At about 1030 hours LT on 7 April 1961, an airplane of the Katangese armed forces land at Kabalo Airfield, a position held by the United Nations in accordance with the terms of its mandate, i.e. operative paragraph A-1 of the resolution of the Security Council of 21 February 1961, in which the Council:

"Urges that the United Nations take immediately all appropriate measures to prevent the occurrence of civil war in the Congo, including arrangements for cease-fires, the halting of all military operations, the prevention of clashes, and the use of force, if necessary, in the last resort;"

2. Thirty armed personnel descended from the airplane and were taken into custody by the United Nations. It was established that they were foreign mercenaries, with regard to whom the Security Council in its resolution of 21 February 1961:

"Urges that measures be taken for the immediate withdrawal and evacuation from the Congo of all Belgian and other foreign military and para-military personnel and political advisers not under the United Nations Command, and mercenaries;"

On 10 April they were transferred to Kamina Base where an interrogation team sent by ONUC Headquarters questioned them.

3. The names, birth dates and places, and nationalities given by the questioned personnel are as follows:

List of Personnel of "Compagnie Internationale" apprehended at Kabalo on 7 April 1961:

<u>No.</u>	<u>Name</u>	<u>Date of Birth</u>	<u>Place of Birth</u>	<u>Nationality</u>
1.	Browne, William Richard	21 Feb. 1926	Blandford, England	British
2.	Gordon, Ian Graham	10 May 1933	Woking, England	British
3.	MacArthur, William B.	20 Feb. 1926	Bridge of Allen, Scotland	British
4.	Osborn, Nigel	19 Oct. 1937	London, England	British
5.	Yorkins, Thomas Harry Innes	17 Sept. 1911	London, England	British
6.	Wood, Gerald Edward	3 July 1941	Stockton on Tees, England	British
7.	MacIntosh, Derek Donald	19 Aug. 1932	Durban, S. Africa	S. African
8.	Carton-Barber, Arthur Lindsay	28 Mar. 1928	Johannesburg, S. Africa	British
9.	D'Oliveira, Cyril	31 Dec. 1939	Durban, S. Africa	S. African
10.	Quinn, Nicholas Johannes	10 Oct. 1914	S. Africa	British/S. African
11.	Bellotto, Primo	1 Jan. 1935	Gorizia, Italy	Italian
12.	Keene, Alexander James	7 Aug. 1914	Boksburg, S. Africa	British/S. African
13.	Botes, Wietz Lourens	20 Feb. 1924	Vlaksrruit, S. Africa	S. African
14.	Orsmond, Gilbert John Victor	3 Oct. 1916	Krugersdorf, S. Africa	S. African
15.	Athanasidou, John	15 Apr. 1930	Istiaia, Greece	Greek
16.	Dureez, Thomas Hofmeyr	14 Feb. 1934	Krugersdorf, S. Africa	S. African
17.	Clark, John Walter	17 Sept. 1917	Durban, S. Africa	S. African
18.	Whitehorn, Leslie Harold	14 Jan. 1938	Johannesburg, S. Africa	S. African
19.	Grant, Donald Norman Bruce	22 Apr. 1924	Detriot, U.S.A.	S. African US by birth
20.	D'Annunzio, Luigi	31 Oct. 1935	Casalanguida, Italy	Italian
21.	Legg, Doland Robert Lovell	4 Oct. 1934	Blundel Sand, England	British
22.	Ragazzi, Mario	23 Oct. 1935	Chiesa Val Malenco, Italy	Italian
23.	Butler, Michael Thomas	26 Oct. 1937	Capetown, S. Africa	S. African
24.	van der Walt, Philip Sterhanus	26 June 1927	Durban, S. Africa	S. African
25.	Mason, Unwin Collyer	22 July 1935	Johannesburg, S. Africa	S. African
26.	Nel, Christian Rhillirus	1 Jan. 1927	Zeerust, S. Africa	S. African
27.	Kemr, Johan Christo	28 Jan. 1920	Aberdeen, S. Africa	S. African
28.	Grant, John Maher	19 July 1925	Detriot, U.S.A.	British (Rhodesian)
29.	Koekemoer, Johannes Andries	16 Sept. 1919	Boksburg, S. Africa	S. African
30.	Sher, Harry	22 Mar. 1931	Gwelo, S. Rhodesia	British (Israeli)

4. Although the apprehended personnel claimed different nationalities, they all enlisted for service as mercenaries while they were in South Africa, Southern Rhodesia or in Katanga. Most of the personnel questioned were ex-servicemen. They were physically fit, had a soldiery bearing and showed a sense of discipline. They came from various walks of life and the motives for enlistment given ranged from financial reasons, domestic troubles and lust for adventure to a desire to serve what they considered a good cause. Most of them claimed to have been under the impression that they were enlisting for regular police duties and not for active warfare.
5. To a varying degree all the apprehended personnel expressed the view that they had been deceived about the true nature of the job for which they enlisted. This became more evident after they were given information on the Security Council's resolution of 21 February and on the position into which it placed foreign mercenaries fighting on Congolese soil. The briefing given to them by Belgian officers serving in the Katangese gendarmerie left them with the impression that their operations aimed only at pacification and economic rehabilitation of areas made insecure by rebel activity and that consequently they would not be opposed by United Nations Force.
6. Both the officers and the majority of other ranks voiced the feeling that they were given an unfair deal by the authorities who employed them and who gave them to understand that the United Nations would not object to their operations. The Company Commander requested United Nations assistance in letting the mercenaries still remaining in Katanga, or those ready to enlist, know the real conditions under which they would have to operate and also that his group was "sold up the river" by the Katangese Government who were aware of these facts but concealed them and thus exposed the mercenaries to unexpected risks. Feeling the responsibility for the men who were under his command, Capt. Browne stated that efforts should be made to warn them of their true position and of the advisability to leave Katanga.
7. The following is a condensed summary of the information obtained through questioning of the apprehended personnel:

A. Recruitment

8. The existence of two recruitment centres, one at Johannesburg (Union of South Africa), the other one at Bulawayo (Southern Rhodesia), was established

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beyond reasonable doubt. There are indications that the second one has run into difficulties with the local authorities and is not operating. The Johannesburg recruitment office is directed by Mr. Carlos Huyghe, Belgian adviser to the Katangese Ministry of Defence and by Mr. Russell Cargill, a resident of South Africa. The Bulawayo recruiting centre was operated by a Mr. Nesbitt who was later replaced by Mr. Robert Smith. There also existed a recruitment centre in Salisbury (Southern Rhodesia) which was operated by Mr. Cargill who was, however, forced to leave and to transfer his activities to Johannesburg.

9 Recruits were lured by advertisements in daily newspapers, such as the "Rand Daily Mail" and "Daily Star", which called for ex-servicemen looking for an interesting and adventurous career but did not mention Katanga. The recruits were called for an interview at which they were told that they were to serve as policemen and given a free ticket on scheduled Sabena or UAT flights from Johannesburg to Elisabethville. Requirements for acceptance were previous military service and physical fitness. Contracts were for six months, renewable for further periods. Conditions offered included base pay ranging from £100 to £180 a month, plus a "danger" allowance, family allowance, insurance and the offer of a free vacation after one year. Most recently the service contracts were not issued at Johannesburg but only after arrival in Elisabethville, to avoid compromising the recruiting drive by a chance discovery of the contract prior to the recruits' induction into the Katangese forces.

10. Information was also obtained to the effect that recruiting of mercenaries was carried out in Europe. An agent by the name of Finlay Bisset was reported to have offered to furnish recruits to the Katangese Government against payment of £200 for each man, and to have later received £3,000 for setting up a recruiting service centre apparently operating in Germany. It was also mentioned that contracts for enlistment in the Katangese forces and free air transportation to Elisabethville can be obtained by applying at Sabena Headquarters in Brussels. These channels were not used by any of the apprehended personnel, although one of them was met by Mr. Finlay Bisset upon his arrival at Johannesburg and was assisted in obtaining transportation to Elisabethville.

B. Reception and Training

11. No visas were required by recruits for entry on Congolese territory at Elisabethville, and no immigration or customs check was carried out. New arrivals were usually met by Capt. Browne or one of his officers and by a member of the reception office for mercenaries, organized at Elisabethville by the Katangese gendarmerie headed by a Lt. Wilmes Raen (Belgian). Recruits were transported to Shinkolobwe Camp near Jadotville, where their outfitting and training, lasting three to fourteen days, took place. Training consisted of route marches and range practice with FN rifles. The Camp Commandant was a Belgian, Major Bergenhaus.

C. Organization and Activities of Mercenaries

12. The group of mercenaries commanded by Capt. Browne has been organized in a Unit called "Compagnie Internationale" and, as in the case of the captured personnel, consists mostly of ex-soldiers recruited from South Africa. Its present strength has been reported to be approximately 200 officers and other ranks. When fully operational, it would consist of five platoons:

- (I) Number One platoon, commanded by Lt. Ian Graham Gordon, is now in captivity at Kamira Base, except for 9 men who remained at Kongolo when the rest were apprehended.
- (II) Number Two platoon, first commanded by Lt. James Stewart who was wounded at Manono and is now in Elisabethville hospital, is at present under the command of Lt. Josh Ruren. This platoon was based at Mitwaba and used as a replacement platoon for the unit in action.
- (III) Number Three platoon, commanded by Lt. Tom Ashton, has been under training at Shinkolobwe and is presumably now ready for action.
- (IV) Number Four platoon, believed to be under the command of Lt. Sim Donaldson, assembled recently at Shinkolobwe and is probably still under training.
- (V) Number Five platoon has not yet been assembled. Its personnel is reported scheduled to arrive at Elisabethville in the near future.

13. Apart from the medical officer, Dr. Donnelly, and Senior Adjutant A. Mackay, the Compagnie Internationale has practically no staff personnel.

14. The Compagnie Internationale was armed and equipped by the Katangese Gendarmerie and wore the same uniforms.

15. The Unit to which the apprehended personnel belonged left Shinkolobwe Camp on 20 March 1961 for Mitwaba, where they received briefing from Capt. Rotin (Belgian) and Riana. Some members of the Unit followed later. The Unit was used as a spearhead and fought a break-through to Manono which its men were the first to enter. After securing Manono, the Unit was sent to Diec the Road from Minopo to Muyumba-Kalenga, encountering heavy resistance from well-prepared ANC road blocks. After successfully completing the operation, the Unit returned to Manono, from where the men were flown to Kongolo on 6 April.

16. As regards the operation which led to their capture, Capt. Browne stated that upon learning on 6 April about plans for the attack on Kabalo, he had doubts about the feasibility of the operation. These he conveyed to Major Mathys, Belgian officer in charge of operations in that area, who agreed to cancel it. Capt. Browne rejoined his company in Kongolo at 10.00 a.m. on 7 April and learned that a junior Belgian officer (Major Delville) had disregarded Major Mathys' orders to cancel the attack, which was already in progress. His own company was due to take off within ten minutes and Browne decided to fly to Kabalo anyhow in order "to sort things out". Three other planes, the first carrying the remainder of Capt. Browne's men and equipment and the other two filled with Katangese Gendarmerie were to take off in quick succession. As Browne and his Unit emerged from the airplane at Kabalo airport, they were surrounded by UN troops who took away their weapons and, as he put it, they were "in the bag". At this point, the next following plane circled over the airfield but did not attempt to land; nor did the remaining aircraft succeed in coming down at Kabalo airfield.

17. Capt. Brown maintained that his unit observed throughout the operation strict discipline and recognized rules of military conduct. He admitted inflicting casualties during the advance on Manono and while clearing a roadblock en route to Muyumba-Kilenga, but claimed that his unit fired only at military personnel opposing him, when military necessity so required. In this connexion, he and some other members of his unit were sharply critical of the methods used by the Katanga Gendarmerie unit led by Belgians and "Les Affreux" whom they accused of burning habitations indiscriminately and firing at people who were not offering

resistance. Towards the end of the operation, friction appeared to be developing for this and other reasons between the personnel of the "Compagnie Internationale" and other units of the Katangese forces. One of the factors contributing to this friction was the disillusioning of the mercenaries as regards the type of service demanded from them. One of Capt. Browne's men, M. Arider, defected at Manono after having complained that he had signed up for police duties, which he understood to be directing traffic and catching thieves, but not for a shooting war.

18. The above summary of information given by the interrogated mercenaries has not so far been verified from other sources.

19. The information obtained confirmed that non-Congolese military personnel, whether serving in mercenary units or as officers and NCOs of mixed units, formed the backbone of the military operations in Katanga and were instrumental in carrying out the recent offensive of the Katangese forces. In particular, the Compagnie Internationale, commanded by Capt. Browne, composed of experienced and disciplined soldiers, seemed to have supplied the elite necessary for this type of military operation.

APPENDIX

Text of Voluntary Contract (monthly) surrendered to United Nations authorities in the Congo by Mario Ragazzi, mercenary, member of the "Compagnie Internationale" apprehended at Kabalo on 7 April 1961

Mario Ragazzi, born 23 October 1935 at Chiesa Val Malenco, Province of Sonrio, Italy:

Contract

Yearly pay - 110,000 francs, plus ruling index divided by 12 equals 9,758 francs; daily indemnity 200 francs, multiplied by 30 equals 6,000 francs; total 15,758 francs, less social charges 761 francs, taxes 1,586 francs; total 2,347 francs; grand total 13,411 francs. Daily meal indemnity 117 francs, multiplied by 30. Where soldier resides at his place of residence (117 francs multiplied by 30) equals 3,510 francs. Where the soldier resides outside his place of residence (170 francs multiplied by 30) equals 5,100 francs. Daily danger indemnity (in dangerous zones to be designated according to events) 3,000 francs (100 francs multiplied by 30). Family indemnity: if married, wife 2,065 francs. Wife plus one child 3,302 francs. Wife plus two children 4,625 francs. In addition, in the case of death on active service, the dependents will receive an indemnity of 1,000,000 (one million francs) plus 100,000 francs (one hundred thousand francs) per child. In the case of invalidity/disablement (permanent or otherwise, total or partial) the 1,000,000 francs (one million francs) indemnity will be paid at the pro rata determined in the annexed schedule.

ANNEX I

Indemnity in case of death:

A. In case of death, the State of Katanga pays the sum of 1,000,000 francs (one million francs) to the dependents of the soldier, plus an amount of 100,000 francs (one hundred thousand francs) for each legitimate or natural and acknowledged child. This indemnity is paid when death is the direct and exclusive consequence of active service or within a period of a year following wounds resulting from action with the enemy. Failing nomination of the beneficiary, payment is made to the legal heirs of the deceased.

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B. Indemnity in the case of permanent invalidity/disablement:

(1) Total permanent disablement: in the case of wounds resulting in the total and absolute loss of sight, the severance of the total or functional loss of the two hands or the two legs, or of one hand and one foot, complete paralysis, incurable madness excluding the possibility of work or occupation of any sort, the State of Katanga will pay 1,000,000 francs (one million francs);

(2) Permanent disablement of portion of the body:

(a) For complete and absolute loss, that is in the case of severance or the total or complete functional loss, the following percentages are paid based on the maximum stipulated for total permanent disablement: of the right arm 75 per cent, left arm 60 per cent, right forearm 65 per cent, left forearm 55 per cent, right hand 60 per cent, left hand 50 per cent, thigh 60 per cent, leg 50 per cent, foot 40 per cent, thumb right hand 20 per cent, thumb left hand 18 per cent, index finger right hand 16 per cent, index finger left hand 14 per cent, middle finger right hand 12 per cent, middle finger left hand 10 per cent, third finger right hand 10 per cent, third finger left hand 8 per cent, small finger right hand 8 per cent, small finger left hand 6 per cent, big toe 5 per cent, any other toe 3 per cent, deaf in one ear 15 per cent, deaf in two ears 40 per cent. In the case of a left-handed soldier, the percentages applying to the right-handed soldier will be the basis of indemnity.

(b) For the partial loss of any limb or organ enumerated as under, the indemnity will be proportional to the amount determined for the total and absolute loss of any limb or organ, without however exceeding 60 per cent of this amount.

(c) In the case of any limb or organ established as mutilated or defective prior to any accident occurring to the soldier when on active service, no indemnity for permanent disablement will be considered. Furthermore, if any other limb or organ was totally or partially lost through the same accident, the amount of the indemnity will be determined whilst not taking into account any limb or organ previously established as mutilated or defective as stated above, the

said limb or organ to be considered in terms of this contract as having fulfilled their particular function.

(d) The total amount of the indemnity for partial permanent invalidity/disablement will not, in any case, be superior to three quarters of the capital assured for cases of total permanent invalidity/disablement whatever the number of limbs or organs lost, either totally or partially.

(e) All injuries being the cause of total or partial permanent disability of other limbs or organs than those specified above will entitle the soldier to an indemnity determined by analogy, taking into consideration the above described dispositions.

C. In the case of temporary disablement, the soldier will receive his full service pay. Temporary disablement, in terms of this contract, means the impossibility by the soldier to carry on any of his activities, such disablement to be confirmed by the doctor.

D. Accrual of indemnity: no type of accident can be liable for simultaneous indemnities of death and permanent disability. The indemnity due for temporary disablement is paid without prejudice of the indemnity due in case of death or permanent disablement.

ANNEX II

Will: I, Mario Ragazzi, declare that in the event of my death whilst employed by the Katanga Government, I wish for any monies owing to me by the Katanga Government, according to my contract, to be paid to:

Name: Fanoni Pierina Mara; address: Chiesa Val Malenco (Sondrio)
(Italy).

Witness: Huyhte.

Witness: P.A.S. Wicks.

Signed: Mario Ragazzi.

Date: 22 March 1961.

ANNEX III

Agreement of Service

This contract is an agreement of service concluded for the duration, being a period of 6 (six) months commencing on the date of arrival in Katanga, which date is 22 March 1961, and is renewable by written agreement only, unless notice is given 30 (thirty) days prior to the expiration of this contract.

Signed: Ragazzi.

