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THREATS TO THE UNITED NATIONS HIGH COMMISSION FOR REFUGEES' OPERATIONS IN CAMEROON

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Abstract:

Generally, interactions between individuals, institutions and nations do not always leave behind positive results. This is because, conflicts are inherent amongst human beings, institutions and so; was the United Nations High Commission for Refugees (UNHCR) in Cameroon. Though, the threats were not the mission of the UNHCR, but apologetically, unforeseen circumstances endangered its presence in the country. The threats to this cooperation erupted from the interactions of the UNHCR, her employees and suppliers involuntarily compelled the government to mediate. The question addressed here is what were the roots to these threats and what dimensions were employed to mitigate them? This paper only discusses conflicting instances that attempted to mar the UNHCR's operations in Cameroon. It argues that though; the timely intervention of the government was intended to respect the accords it signed with the UNHCR; it nevertheless left non-negligible implications on the country's image on the global stage.

Keywords: Threats, UNHCR, Cameroon, Mediation, Mitigation

INTRODUCTION

Cameroon-UNHCR diplomatic relations took off positively without quarrels that could abrogate it. This situation however did not last as to some extent UNHCR's operations were characterised by disputes. In all the threats, the government was never at the origin but the UNHCR, her suppliers and employees. At the outcome of every threat, the government was obligatorily employed to arbitrate and this in a way fostered their cooperation. At this point, we are interested in the threats that attempted to jeopardise the UNHCR's mission in Cameroon. This prob-

lem is therefore addressed by the following questions: What were the causes of the threats? How were they manifested? How were the threats administered and what impacts had the threats on Cameroon and the UNHCR image on the international scene?

UNHCR-MADAM ABADA EBOGO CONFLICT

One of the very first incidents that threatened the UNHCR operations in Cameroon was the case of Madam Abodo who was an occupant of Abada Ebogo building. This building harboured the UN-



HCR head office but the lady in question had been sharing the same structure with two previous delegates of the UNHCR. It so happened that upon the coming of a new UNHCR delegate (Osseni Fassassi), he was not prepared to continue to share his office with individuals. The reason for his refusal to share his office with the lady was because of her untimely entry and exit within the premises even at late hours. This uncontrolled attitude of Madame Adobo also became a serious concern to the night watchmen who claimed they had exchanged words on countless occasions each time they tried to control her moves in the vicinity. For security reasons, the guards were not supposed to permit her entry and exit in the location especially at night so as to avoid confrontation with thieves but the lady could not understand this. Of course, the height of the confrontation occurred on the night of 3rd breaking 4th March 1985 at 11pm. According to the night guard, the lady on this date was accompanied by two young men who she instructed to break the UNHCR main gate after his refusal to open and secondly to surrender the keys of the gate so that she could enter and pack her car. As regard this scene, Billong Cyrille (night guard) said: "Dans la nuit du 3 au 4 Mars 1985, vers 23 huer, elle m'avait porté des menaces sévères appuyée ou accompagnée de deux jeunes hommes

inconnus, m'obligeant de les ouvrir le portail afin de faire entrer leur voiture."¹

Following the above report, the UNHCR delegate immediately pasted a warning notice at the entrance to the location. On the message of the UNHCR boss to the occupants of the building, he warned that the structure was covered by diplomatic immunity. For this reason, access, circulation and parking within the premises was controlled and forbidden to all unauthorised persons who were not of the UNHCR delegation. In his exact words, he said: "La Délégation pour le Cameroun du Haut-commissariat des Nations Unies pour les Réfugiés rappelle [...] L'accès, la circulation, [...] et interdits aux personnes non autorisées [...]" ²This message was not satisfactory to Madame Adobo who took it as provocation and still resisted the warning notice on grounds that she had shared the same building with two other previous UNHCR delegates. It was because of her continuous resistance that this matter was brought before the minister of external relations for an amicable solution. In a bid to resolve this conflict, the deputy chief of service for accords and treaties at MINREX met with the UNHCR chief on Wednesday 24th April 1985 at 10 a.m. and discussed the Adobo conflict. It was in this meeting as reported by the secretary (Marie-Therese Ngo Eyock) of



the minister of external relations that the minister learnt that Madame Abodo had been living together in the same structure with two previous UNHCR delegates. The ministry was also briefed that the HCR boss had agreed with the lady not to pack within the UNHCR premises and equally to relocate from the structure. According to the UNHCR boss, she admitted this arrangement but deliberately refused to apply as he puts it:

Il aurait eu un entretien avec la dame qui ne manifeste aucune intention d'évacuer les locaux. Elle a même accepte la condition qu'il lui a pose de ne plus garde son véhicule à l'intérieur de la concession. Par conséquent, il n'entend pas exécuter de sitôt les instructions qui lui ont été données (faire déménager la Dame). Il continue à discuter avec la siège de HCR en observant la comportement de la Dame. Il a ajouté que si le HCR insiste sur la solution de départ, il (le HCR) prendra l'appartement actuellement occupe par la Dame a sa charge afin d'éviter un manque à gagner au propriétaire.³

At the closure of this meeting, the deputy chief of service for accords and treaties said he was very happy to have learnt of these developments and promised to brief the minister. Hereafter, we

no longer hold any information about the developments that ensued thereafter. However, it is clear that Madame Abodo accepted the instructions of the UNHCR boss but failed to implement. Obviously, we infer that in order to maintain an excellent cooperation between the UNHCR and Cameroon government, the lady was consequently counselled to evacuate the building.

UNHCR-VEUVE KIHENGA NEE ABIAGUINA WRANGLE

This was one of the renowned threats to the UNHCR activities in Cameroon. This problem stemmed from her dismissal as a house helper by Athar Sultan-Khan (deputy delegate) of the UNHCR in 1985. Following her dismissal, she claimed that her rights were violated and then reported the case to Cameroon's ministry of labour and social insurance. In her report to the provincial inspector of labour in Yaounde, she intimated that:

Par le présent, je viens très respectueusement auprès de votre haute bien vaillance porter plainte contre mon ancien parton ci-dessus nomme bientôt arrive en fin de séjours au Cameroun.
Pour les motive suivants:



- Licenciement abusif
- préavis d'un mois et congés non payés
- non bénéficiaire des allocations familiales
- dommages et intérêts
- refus d'un certificat de travail.⁴

In addition to these, she also alleged that Athar had to pay her a total sum of 684,000FCFA as charges for violating her rights. It seems Kihenga's case was not addressed to the right quarters. This is so because after a careful study of the case by the ministry of labour and social insurance, it was transmitted to the ministry of foreign affairs. In the correspondence by the then provincial inspectorate of labour and social insurance (Jean Marie) to the minister of external relations, he said:

J'ai l'honneur de vous transmettre pour compétences la requête du 16/09/85 par laquelle Mme Kihenga se plainte de son ex-employeur M. Athar Sultan Kan, Adjoint au délégué du Haut-commissaire des nations unies pour les réfugiés qui l'aurait licencié sans lui payer les droits conformément à la réglementation en vigueur.

La requérante réclame:

- Le préavis: 35.000F
- L'indemnité de congés: 31.000F
- Dommages et intérêts: 500.000F

Qui restent à l'appréciation du juge de fonds.

Je vous saurai gré d'user de vos prérogatives pour régler ce différend.⁵

Upon the reception of this letter, Kihenga was summoned by the secretary general of MINREX to get her stance on the matter. In a summons, the Secretary General (Samuel Ekumu Fonderson) of MINREX stated that: "Suite à votre plainte citée en marge, [...] bien vouloir vous présenter à mon Département Ministériel, service des Affaires Contentieuses, porte 128, pour affaire vous concernant."⁶ From this response, it is obvious that she respected the instructions of MINREX. Athar was also called up by the minister of foreign affairs to give his own side of the case. Based on other situations of diplomatic concerns, the UNHCR and MINREX had always jointly resolve matters of this nature amicably. Judging from their previous relationship, it is but clear that the problem was resolved peacefully. This is so because there was never a case throughout our findings that deteriorated the UNHCR's operations



in Cameroon. However, it will be unfair for us to actually draw a line or to state with precision the final end to this case. This is so because, from our investigation, our sources did not reveal the final solution to the problem but it remains clear that the relation was endangered.

UNHCR-MBALLA PROTAIS' DISPUTE

Another conflict that threatened the UNHCR assignment in Cameroon was the Mballa Protais case brought before the Garoua court of first instance. Accordingly, Protais took the oath of office with the UNHCR on the 18th October 1988 and was posted to the sub delegation in Garoua on the 19th October 1988 as an interim administrative assistance. Based on Protais' explanations, he signed a short term contract from the 19th October 1988 to 18th January 1989. Fortunately for him, his contract was renewed on two occasions from 19th of January 1989 to 18th of April 1989 and from 19th April 1989 to the 31st of May 1989. He also added that on the 02nd of June 1989 through a radio message N° GAR/YAO/0183, his colleague Afawubo in Garoua informed the UNHCR delegate in Yaounde that his contract had expired on the 31st of May 1989. The delegate also notes that Mballa Protais services were of good quality and proposed that the HCR delegate in Yaounde should prolong his

contract to one year. This was done and this time in addition to his administrative duties, he had to manage an account to the tune of 35.000.000FCFA destined for the repatriation of some 2,207 Chadian refugees (project 89/AP/CMR/RP/300).⁷

Though Protais succeeded to repatriate up to 2000 Chadian refugees after dehydrating 30.000.000FCFA of the 35.000.000, he was never quite lucky. This is so because in his attempt to travel to Yaounde on the 20th June 1989, Afawubo made an implicating radio message to Yaounde and also deposited a complaint at the judicial police in Garoua that Protais had escaped with all the money meant for the repatriation of Chadian refugees. It was then on the basis of Afawubo's allegations that Protais was arrested in Yaounde on the 24th June 1989 as a thief in violation of his immunity covered by the oath he took in Yaounde on the 18th October 1988. He was then transferred and detained in Garoua on the 09th August 1989 on charges of grievous abuse of confidence. He was later judged and freed on the 15th June 1990 on grounds that the charges levied against him were not well established.

Such a court decision and the fact that Protais was a liberated person gave him the momentum to fight for his rights.



It was on the basis of this that he wrote to the UNHCR delegate in Yaounde claiming the following damages in compensation for violating his rights. These included his monthly salary from June 1989 up to the expiry of his contract, leave benefits, termination letter, dismissal entitlements, transport for his family from Garoua to Yaounde where he was recruited and his certificate of service.⁸ Protais' claims to recover damages caused to him were only focused to the UNHCR boss (D. Tshungi) in Yaounde. He also attempted to woo the minister of external relations to support him in his endeavour. Following Protais' letter to MINREX, he stated: "Je vous prie de trouver en annexe, une requête relative à mon affaire avec le HCR [...]. J'estime que cette requête, pourra éventuellement vous édifier sur tout ma situation."⁹

In respect of the above, the minister of external relations admitted to play his role as a referee and collaborator of the UNHCR. This was on the 16th of January 1991 when MINREX forwarded the case of Protais to the UNHCR delegate in Yaounde. In a correspondence addressed to the HCR delegate on the Protais' affair, MINREX stated: "For a better appreciation of the dispute [...]. Any dues meant for him should be established on cheque in his name and addressed to the ministry of external relations."¹⁰ From the minis-

ter's wordings in the correspondence, one could say that the minister held high esteem on the reaction of the UNHCR but this never materialised. In fact, this was no longer a case to be discussed within the rims of the UNHCR as it was out rightly rejected and declared null and void. The UNHCR boss openly declared that:

Monsieur Mballa Protais a été révoqué après avoir subtilisé une forte somme d'argent dans la coffre de la sous-Délégation, il a été recherché par la police puis appréhendé à Yaounde. Monsieur Mballa Protais a été incarcéré pendant plusieurs mois à la suite de la plainte déposée par la délégation du HCR. Ayant commis forte lourde dans l'exercice de ces fonctions, la requête de Mr. Mballa Protais n'est pas recevable par la Délégation. La Délégation estime qu'elle a été suffisamment lésée et considère cette affaire comme définitivement terminée.

La délégation du Haut Commissariat des Nations Unies pour les réfugiés en République du Cameroun remercie par avance le Ministre des Relations Extérieures de l'attention qu'il voudra bien porter à la présente et saisit cette occasion pour lui renouveler les assurances de sa très haute considération.¹¹



Based on the response of the UNHCR to the minister of foreign affairs, it is clear that the UNHCR had nothing again to do with Mballa Protais. From the response, the UNHCR did not recognise even any of the allegations as damages and worst still rejected the complaint in its entirety. In this state of affairs, it was now the responsibility of the ministry of external relations to keep Protais abreast of the updates in order to drive Protais hopeless of his claims. To this effect, the Secretary General of MINREX (Chungong Ayafor) by delegation of signature wrote to Protais stating:

Faisant suite à votre requitte de référence, j'ai l'honneur de vous communiqué la position du H.C.R. dans le litige vous opposant à cet organisme.

La délégation du H.C.R. soutien que votre requête n'est pas recevable du fait que vous avait été révoqué après avoir subtilise une forte somme d'argent dans la coffre de la sous-Délégation ; donc suite forte a un lourde dans l'exercice de vous fonctions. La Délégation, qui estime avoir été suffisamment lésée, considère cette affaire comme définitivement terminée.¹²

The above letter was the final comment on the Mballa Protais' affair. This is

so because the fit back to Protais did not even give him the occasion for an appeal. Besides the fact that the UNHCR definitely refused to even receive his complaint meant that his case could no longer be heard within its premises. Worst still, a final judgement was already taken on his case by the court of law. Above all, our sources do not show any further proof of the fact that Protais ever dared to complain again after the minister's final comment. At this point, one wonders why the Garoua tribunal court acquitted Protais on the basis that the case was not established but could not oblige the UNHCR to pay the damages claimed by Protais. This gives us the latitude to draw the line that Protais' actions were really questionable. To round up, though Protais' case did not jeopardise the UNHCR-Cameroon relationship but it at least threatened it. Such a disgusting attitude of Mballa Protais seems to be characteristic of a large fraction of Cameroonian mentality and portrayed a very negative picture of Cameroon on the global stage. No doubt, president Biya's operation sparrow hawk could be a recommendable therapy to Cameroonians of Protais' calibre

UNHCR- BITA KOULOU ANDRE/BIWOLE JOSEPH'S CLASHES

These were also some of the threats to the UNHCR role in Cameroon. In rela-



tion to Andre, he was a UNHCR employee based in the sub delegation in Garoua. According to his complaint to the minister of external relations, the UNHCR owed his six months supplementary hours of service in 1989 and his full salary for the month of February 1990. Upon reception of this case, the minister of foreign relations sent an inquiry to the UNHCR in Yaounde to get its own version of the conflict. In this regard, Jean-Marie Happy-Tchankou (Secretary General of MINREX) by delegation of power, wrote: "Le requérant se plainte de la non perception de son salaire du mois de Février 1990 ainsi que des frais résultant des heures supplémentaires pendant six mois en 1989." ¹³ MINREX also forwarded another mail to Bitá Koulou in Garoua. In this letter, the Secretary General (S.G.) made it clear to Bitá that he had requested the UNHCR to comment on the accusation levelled against it. In the same mail, the S.G. (Jean-Marie Happy-Tchankou) equally cautioned Bitá to present his case to the provincial inspector of labour and social insurance in Garoua which could help him in the exact determination of his rights. In his own words, the S.G. said: "Toutefois, je vous suggèrerais dans la même temps de recourir aux services de l'Inspection Provincial du Travail du Nord qui vous aideraient dans la détermination exact de vous droits." ¹⁴ Looking at the action of the S.G. of MINREX, it appears Bitá

took his case to an incompetent quarter and this is why he was referred to the provincial inspection of labour. Accordingly, Bitá was supposed to report his case first to the provincial inspection of labour and the labour office would then forward it to the ministry of foreign relations. In all, MINREX heard from both parties involved (Bitá Koulou Andre and the UNHCR) delegation in Garoua. At this juncture, we do not hold any data as to how the case was finally resolved.

Similarly, the "affaire Biwolé Joseph C/HCR" was brought before the minister of external relations by the S.G. (Edouard Akame Mfoumou) at the presidency of the republic of Cameroon on the 23rd March 1990. ¹⁵ Accordingly, Biwolé Joseph was a UNHCR employee but for reasons not revealed to us, he was dismissed. It would occur that after his dismissal, the presidency of the republic was informed of it. As a result, Edouard Akame Mfoumou decided to inquire from the competent minister of foreign affairs to be enlightened of the case. Unfortunately, our sources did not provide us with evidences beyond this level but; we are thankful that cases of this nature have helped in the understanding of the threats encountered in the course of the UNHCR duty in Cameroon.



UNHCR- ELLA NÉE MONEYANG HONORINE/NKOUNTCHE JEAN-CLAUDE QUARRELS

One of the delicate cases that threatened the UNHCR undertakings in Cameroon was the affair “Dame Ella Née Moneyang Honorine C/Nkountche Jean-Claude.” Moneyang was married to Ella Henri Le Grand and the couple invested wealth in a storey building in Yaounde. This couple later underwent an internal rumble that consequently ruptured their harmony in a court de vice. Their divide was marked by the ordinance of the Douala tribunal court following judgement N°103 of 7th December 1981. As the law required, they were supposed to share the wealth they had jointly assembled together. Resultantly, lawyer Pierre-Marie Djoko was named by the Douala tribunal to follow up the sharing and sale of property owned by the former union between Ella Henri Le Grand and Ella Née Moneyang Honorine.¹⁶

Contrary to the court’s decision, Ella Henri Le Grand with the assistance of lawyer David Noufele Simo instead of lawyer Jean- Pierre Djoko as defined by the court; sold the building to Nkountche Jean-Claude in Yaounde. When this came to the knowledge of Moneyang, she through her lawyer (Pierre-Marie Djoko) filed the case to the Yaounde court of first instance. After a careful examination of the case,⁶⁰

the court found that the sale was really fraudulent and law N°169/CIV of 4th January 1990 declared the sale of the building null and void.¹⁷ Before Moneyang could discover and lodge her case in court, the building was already rented and occupied by the UNHCR. Secondly, huge rental sums of money were already diverted to the fraudulent buyer (Nkountche Jean-Claude) instead of Moneyang. Having learnt of these developments, Moneyang after her successful court ruling contacted the occupant (UNHCR) and the minister of external relations to regularise the situation. In a complaint filed to the UNHCR in Yaounde under the courtesy of the minister of foreign relations, she stated:

J’ai l’honneur de vous prier de bien vouloir me faire tenir une copie du contrat de location de la villa que vous occupez au quartier Bastos (Ekoundou), ainsi qu’un état des loyers qui ont été payés depuis votre date d’occupation des lieux jusqu’à ces jours.

Ces documents permettront au Notaire d’évaluer le préjudice que j’ai subis depuis le début du litige qui m’oppose aux deux parties adverses (acheteur et vendeur dudit immeuble) pour un règlement de la situation. Veuillez agréer Monsieur le Délégué, L’expression de ma haute considération.¹⁸



Upon reception of the above letter, the minister of external relations transmitted an attached correspondence to the UNHCR delegate. The minister requested the UNHCR delegate to furnish a copy of the rental contract as well as the state of payment of rents of the building. According to the minister, the requested documents were required by Moneyang's notary public to evaluate the prejudice she had suffered.

In the same light, the minister (Jean-Marie Happy Tchankou) also responded to Moneyang's demand by making it known to her that it was the responsibility of her notary public in charge of the sale of the property from their former union to alert MINREX with the required documents. The said documents included; an updated state of rental payment and the deposit of the said rents to an account to be determined while pending the final sale of the property. He was also required to make statements about both parties and for the deposit of her own share of the benefits.¹⁹ Following this request from the minister, Moneyang again reached out to her lawyer (Pierre-Marie Djoko) again who further approached the UNHCR under the courtesy of the minister of external relations. In Jean-Marie Djoko's letter to the UNHCR delegate, he revealed that:

Madame Ella Nee Moneyang Honorine m'a fait savoir que vous occupez en qualite de locataire, l'immeuble vendu et que les loyers sont verses directement entre les mains du sus-nome, en vertu de l'acte annule sus cite.

C'est pourquoi je vous prierais de bien vouloir me faire tenir l'etat des loyers déjà versees a monsieur Nkountche Jean Claude a ce jours, de virer a mon compte Etude numero 05.00.0312149-3 ouvert a la S.G.B.C., Agence de Douala, les prochains loyers et ceux que vous detenez actuellement a la suite de l'opposition de Madame Ella nee Moneyang Honorine.²⁰

Far from demanding the UNHCR to furnish him with the required information, he also directed the UNHCR to pay the rents into his account created on behalf of Ella Moneyang. Besides, lawyer Pierre-Marie Djoko also sent the required documents as demanded by the minister of external relations for a clearer understanding and for the follow up of the case. The minister again transmitted the attachment of the required letter to the UNHCR. According to letter N°02352/DIPL/D7/SACO, the minister attached rental documents N°8394/DJTPM/TH of 12th March 1991 collected from lawyer Pierre-Marie



Djoko and sent to the UNHCR on 2nd April 1991. After forwarding this attachment to the UNHCR, the minister was worried and wanted a confirmation to be assured that it was not a fraudulent document. It was thus in this venture that the minister of external relations sent a request to the president of the supreme court for a clarification of the document. In the light of this curiosity, the S.G. (Tommo Monthe) of MINREX by delegation of power requested that: "Pour les besoins d'une cause, [...] si l'arrêt N°169/CIV-du 4Avril 1990 rendu par la cour d'appel du centre dans l'es-pèce rappelée en marge aurait fait l'objet d'un pourvoi en cassation." ²¹

After the reception of the above request, the president of Supreme Court wasted no time to furnish the required papers. Following the transmission of the requested documents, the minister of external relations again contacted the UNHCR for the final clarification about the dubious sale and contract of the Ella building to the UNHCR. In reaction to this, the S.G. (Tommo Monthe) of MINREX sent a mail to the UNHCR with an attachment of the Ella's family case. In this mail, he recalled that:

Se référer à sa note verbale n° 02352/DIPL/D7/SACO du 2 Avril 1991 relative au loyer des époux Ella Henri-Legrand,

A l'honneur de lui faire tenir en annexe, pour action, les copies grosses des arrêts n°69/c du 17 Janvier 1986 de la Cour d'Appel de Douala confirmant le divorce des susnommés et n°169/CIV. du 4 Avril 1990 de la Cour d'Appel du Centre annulant la vente frauduleuse a monsieur NKOUNTCH de l'immeuble loue par la Délégation de H.C.R.²²

It seems the attachment clarified the UNHCR and it was really convinced to have rented or contracted a fraudulent deal with Nkountche Jean-Claude's notary public. Having realised this error and the double pressure from MINREX and Moneyang, the UNHCR tipped Nkountche Jean-Claude of these developments. Once informed of the charges by Moneyang and her lawyer, Nkountche Jean-Claude bounced back hesitantly to defend his ownership of the building. In this light, Nkountche Jean-Claude's lawyer (Ebanga Ewodo) declared to the minister of external relations that:

Monsieur Nkountche Jean-Claude dont je suis le conseil m'a saisi des revendications de Maitre Pierre-Marie Djoko gravitant auteur de la liquidation de la communauté des biens des époux Ella, revendications parce qu'émisses en Direction du Haut-commissariat aux réfugiés, ce, certainement pour des raisons



de procédure, ont transité par le service contentieux des Ministère des Relations Extérieures.

Selon les informations fournies à cet effet à mon client par Monsieur le Délégué au Haut Commissariat aux réfugiés, le Ministère des Relations Extérieures a pris position en avalisant les réclamations des Epoux Ella, invitant de ce fait le Haut-commissariat aux réfugiés de verser désormais entre les mains du Notaire sus-nomme les loyers afférents à l'immeuble occupé par cet organisme international.²³

He ended by calling the minister's attention to the fact that, the rental contract that linked the UNHCR and his client (Nkountche Jean-Claude) remained valid and could only be annulled by a new court decision. He went ahead to appeal the court's decision but this was rejected. Coupled with this rejection, the minister of external relations again informed lawyer Ebanga Ewodo of the new developments. In the correspondence he was alerted that, MINREX had instructed the UNHCR based on the Yaounde court of appeal's order to effect the payment of the rental dues to the notary public Pierre-Marie Djoko who was the liquidator of Ella's property. Following this correspondence, the S.G. (Chungong Ayafor) of MINREX declared that:

With reference to the above quoted correspondences on the fore-going matter, I have the honour to inform you that I have been presented with a Yaoundé Appeal Court Order N°37/CAB/PCAY of 16/10/1990 (copy enclosed) rejecting a request for authorisation to furnish a bank caution.

Consequently, in consideration of the clauses of this order, I am informing the authorities of the United Nations High Commission for refugees to effect payment of the rental dues to the notary Public Maître Pierre-Marie Djoko who is the liquidator of the Ella couple's property.²⁴

In the wake of these instructions by MINREX, lawyer Ebanga Ewodo resisted the decision. Sound-witched in the confrontations and complicated claims by both parties, MINREX in a bit to resolve the qualms requested the UNHCR to suspend the rental payments of the building until a new court ruling. This request is seen in the letter forwarded in response to lawyer Ebanga Ewodo's claims to MINREX. Following this letter, Chungong Ayafor by delegation of power informed lawyer Ebanga Ewodo that:

En accusant réception de votre correspondance de référence



relative à l'objet repris en marge, J'ai l'honneur de vous faire connaître que eu regard a l'élément nouveau qu'elle a apporté au dossier (le pouvoir en cassation contre l'arrêt de la Cour d'Appel), mes services compétents ont demandé à la Délégation du Haut-Commissariat des Nations Unies pour les Réfugiés (H.C.R.) de prendre une mesure conservatoire (suspension de paiement de loyer) en attendant que le juge de cassation ait vu son délibère.

Veuillez agréer, Monsieur l'assurance de ma parfaite considération. ²⁵

After the suspension of the rental dues by MINREX, the UNHCR was more and more intransigent over the affair. MINREX on the 9th June 1991 instructed the UNHCR to pay the rents to lawyer Pierre-Marie Djoko. Contradictorily to this instruction, barely 10 days (19th July 1991) the same MINREX instructed the UNHCR to suspend the payment of the rental dues to Pierre-Marie Djoko on grounds of a final decision pending court judgement. Left in this frustration, the UNHCR had no choice than to start negotiating for a new location so as to be free from this conflict. With this, the UNHCR succeeded following the correspondence addressed to MINREX stating that: "La délégation profite [...] nouveaux locaux dans le quartier der-

rière usine Bastos, objet du titre foncier N° CS/40801, qu'elle loue de Monsieur Hermann Akono, à partir du 1er Février 1993." ²⁶ Though the conflict was resolved peacefully, nevertheless it threatened the UNHCR operations in Cameroon.

GARGA AOLKAM-UNHCR SQUABBLES

This was one of the burning issues that threatened the UNHCR diplomatic actions Cameroon. This stemmed from the UNHCR's failure to pay its accumulated debts for occupying Garga Aolkam's building. Resultantly, Garga sued the UNHCR before the court of first instance in Garoua for three charges. These charges included the refusal to pay rents, destruction of his property and non-maintenance of the building to pay 780.000, 456.000 and 500.000FCFA respectively. After examination of the charges, the court condemned the UNHCR to pay a sum of 2.018.809 FCFA to Garga. It was in the wake of these claims that the minister of justice was informed. Reacting to the information, the minister of justice then wrote to MINREX requesting to know its stance in the Garga affair. In his own words, the minister (Adolphe Moudiki) of justice recalled that:

J'ai l'honneur de porter à votre connaissance qu'à la requête de M.Garga Aolkam BP 26 a Poli, la Sous-Délégation du HCR a été atraite,



après sommations règlementaires, devant le Tribunal de Première Instance de Garga pour non paiement d'arrières de loyers effets emportés ou détruits et dommages-intérêts évalués respectivement à 780.000frans, 456,500F et 500,000F. [...]

J'ai prescrit au Procureur General près la cour d'appel du Nord à Garoua de requérir L'incompétence de la juridiction saisie en raison du statut international dont jouit le HCR. Je vous saurai gré de bien vouloir me faire connaître les mesures que vous envisageriez de prendre en vue d'un règlement amiable de cette procédure. [...] ²⁷

After receiving this correspondence from the minister of justice, MINREX contacted the UNHCR sub delegate in Garoua. According to this correspondence, MINREX remarked that on the date of 4th October 1989, in a letter addressed by the procureur de la publique of Garoua, the UNHCR sub delegate to Garoua admitted that the debts were to be paid by CRC occupying the building. In addition, he also accepted having informed the UNHCR delegate in Yaounde who in understanding with the president of CRC were to jointly resolve the matter. From our findings, it would appear that there was a certain

amount of money managed by the UNHCR and CRC. With this sum of money, the UNHCR sub delegate to Garoua expected that CRC should use the money to settle the debt. Of course, there was no agreement that CRC should settle the debt and the Garoua appeal court of first instance through Marcel Oyono Abah, intimated that:

[...] Dans une correspondance en date du 4 Octobre 1989 adressée au Procureur de la République de Garoua au sujet de cette affaire, vous avez soutenu entre autre que les loyers échus de l'immeuble du sieur Garga Aolkam a Poli auraient du être payés par la Croix rouge Camerounaise qui occupait l lieux, et que vous aviez saisi le Délégué du H.C.R pour le Cameroun qui, en concertation avec le Président National de la Croix rouge Camerounaise devra résoudre le problème.

J'ai l'honneur de vous transmettre ci-joint copie d'une lettre en date du 12 Aout 1993 que le vice président de la Croix Rouge Camerounaise a adressée au Ministre de la justice Garde des sceaux, et de vous emander de bien vouloir me confirmer l'existence de la somme d'argent y évoquée et, dans l'affirmative si le règlement a l'amiable est déjà intervenue en faveur de sieur Garga Aolkam. [...] ²⁸



Upon this request addressed to the UNHCR sub delegate in Garoua, he did not forward any answer to the procureur de la publique in Garoua or to MINREX. It is clear that he instead contacted the UNHCR delegate to Cameroon who then presented the case before MINREX. In a correspondence to the minister of foreign affairs dated 29th September 1994, the UNHCR chief to Cameroon noted:

La délégation du Haut Commissariat des Nations Unies pour les Refugies en république du Cameroun présente ses compliments au Ministre de relations extérieures et a l'honneur de l'informer de ce qui suit :

Le tribunal de premiers instance de Garoua a condamné le 16 Avril 1990 par jugement de défaut N° 11/C, la sous délégation du Haut Commissariat pour les refugies de Garoua a payer la somme de FCFA 2.018. 809, dont FCFA 1.736.000 a Monsieur Garga Aolkam Fcfa 186.000 de frais d'acte et Fcfa 96.000 de frais huissier.

Sans aucune intention d'interférer au de statuer sur le fonds du dossier portant sur la non règlement des loyers, la Délégation voudrait attirer l'attention du Ministère sur le fait que ce jugement a été rendue sans respect des immunités dont jouit le

Haut Commissariat pour les refugie en république du Cameroun et en violation des clauses du contrat de bail s'y référer.²⁹

From the above information presented by the UNHCR in Yaounde, it is a clear proof that it was not satisfied with the manner the case was handled because of a number of lapses. One of these weaknesses is that the court did not carefully study the case file claiming that rents were not paid. In the second instance, the UNHCR drew the attention of MINREX to the fact that the court's judgement was carried out in an absolute violation and non-respect for immunity enjoyed by the UNHCR. Lastly, the attention of the minister was also drawn to the fact that, the judgement also violated the rental contract in question. After all these allegations, the UNHCR requested the minister of foreign affairs to intervene with the minister of justice so that the said judgement could be reconsidered. In addition, he requested that an acceptable referee be jointly designed by both parties to study the case scrupulously. In respect of the above plea made by the UNHCR office in Cameroon, the S.G. of MINREX by delegation of powers on the 17th November 1994 tabled this case before the minister of justice. Following the correspondence of MINREX in connection with the recon-



siderations of the court's judgement as requested by the UNHCR, MINREX through Jean Koe Ntonga stated:

J'ai l'honneur de vous faire connaître que j'ai été saisi par la Délégation du Haut Commissariat pour les réfugiés qui sollicite mon intervention dans le litige qui oppose à M. Garga Aolkam.

En effet, la Délégation a été condamnée par le tribunal de première instance de Garoua le 16 Avril 1990 à payer la somme de 2.018.809 FCFA à M. Garga alors qu'elle avait mis à la disposition de la Croix Rouge occupante des lieux les fonds nécessaires à cet effet.

Il apparaît également dans leur plainte que votre appartement a déjà été saisi à ce propos.³⁰

Before this correspondence, the minister of external relations knew that a final judgement on the Garga affair was already drawn and the file closed. One wonders if he was really serious over his request to the minister of justice to exhume an already decomposed case file or he just wanted to fulfil the request of the UNHCR.

In view of the above, the response of the minister of justice was made known on the 30th of June 1995 thus clarifying doubts about the Garga affair. Respond-

ing on behalf of the minister of justice, the S.G. stated clearly to MINREX that he had already discussed with the president of CRC who made very important revelations. According to the S.G. (Joseph Belibi) at the ministry of justice, the president of CRC made it clear that after his discussions with the UNHCR sub delegate resident in Garoua, a sum of 1.350.000 FCFA that figured in the amendment N°2 of project 87/GR/CMR/LS/T of 29th September 1987 was never given to CRC for the settlement of rental arrears.³¹ He added that since the said project, the money had remained in an account managed by the UNHCR. He then ended by stating that the minister promised to inquire from the procureur de la république of Garoua to inform him about the present state of the case. It is thus very essential to recall here that our sources did not go beyond the minister's response. Therefore from the flow of events, the minister's answer could just have been a diplomatic tactic to give hope to the UNHCR. This could be attested by the fact that neither the government nor the UNHCR ever attempted to reawaken or repeal the case.

JEAN-RAMEAU LEKAGNE-UNHCR TUSSLE

Apart from the aforementioned cases, one of the conflicts that equally endan-



gered the UNHCR tasks in Cameroon was the case of Jean-Rameau Lekagne over the succession of Abada Ebogo building occupied by the UNHCR. From our sources, Abada Ebogo was the actual owner of the building who rented it to the UNHCR. It would appear upon his death, a struggle for a success or erupted. In the wake of this conflict, it became difficult for the UNHCR to define the new landlord. In a bit to settle this conflict, the family presented the case before the Yaounde tribunal. After hearing, the court attributed the succession rights to bailiff Jean Rameau Lekagne as attested by ordinance N° 162 of the 8th October 1992.³² In respect of the above ordinance, Jean-Rameau on the 21st October and 13 November 1992 presented his claims to MINREX over the succession of the building. As the new landlord, he requested that the minister channels his file with the supporting proves to the UNHCR so that he could start benefiting from the rental dues. It should be recalled here that after examining his file, MINREX on the 7th of December 1992 sent a correspondence with the supporting documents to the UNHCR.³³ It was now the place of the UNHCR to take action upon receipt of the complaint. We however hold no further clues as to the outcome of the case but; from the response of MINREX, it is very certain that Jean-Rameau's case was valid. To this end,

nothing short was expected of the UNHCR than to start directing the rents to the lawfully recognised Jean- Rameau Lekagne.

BEAT VALENTIN-UNHCR SPLIT

This case was brought to the knowledge of MINREX in an enclosed letter on the 18th of March 1993. As our sources revealed, Beat Valentin was an entrepreneur who was contracted by the UNHCR in the refugee camp of Poli Faro way in 1988. According to the terms of his contract, he had to construct a billboard and a dispensary on behalf of the UNHCR.³⁴ After completion of his contract, the UNHCR did not pay the expected sum prescribed in the agreement. Faced with this, he was harassed by his employees most of whom Chadian refugees who wanted to return to their home country. To Beat Valentin, he had requested the UNHCR on several occasions to complete the payment of the contract to no success. Given this continues failure by the UNHCR; he reported the matter to the high commissioner in Geneva but had no answer.

All these moves met with absolute failure and the mounting pressure from his employees pushed him to present the case before MINREX. Upon the reception of his complaint, the minister seemed not convinced and thus instructed Beat to



deposit the necessary supporting documents to his claims. In a correspondence addressed by the then director of Protocol (Raymond Epote), administrative and consular affairs by delegation of power stated: "J'ai l'honneur de vous demander de [...] pouvant me permettre de saisir le Haut-commissariat des Nations Unies pour les Réfugiés en toute connaissance de cause."³⁵ The minister's letter to Beat Valentin was very significant and didactic enough for Beat to realise the weakness of his case. Having learnt his lessons Beat then forwarded a new mail in conformity to the demands of MINREX this time around with all the required documents to validate his case. In his letter on the 18th of June 1993, Valentin said:

Suite à votre lettre cite en référence, j'ai l'honneur de vous fournir les pièces ci-dessus demandées:

1°- Une photocopie de contrat entre UNHCR et moi.

2°- Une photocopie du Procès-verbal de la Réunion du 25/03/1988

3°- Une photocopie du Procès-verbal de la Réunion du 28/03/1988 entre le sieur Jean Pierre RUGHON et moi.³⁶

This letter was supported by the required documents as instructed by the minister testify that the UNHCR was really indebted to Valentin. It was as a result of the convincing proves tendered by Valentin that the minister then informed the UNHCR of these charges. In view of the minister's correspondence, he said:

Selon les déclarations de M. Beat et au vu des pièces versées au dossier, le HCR reste lui devoir la somme de 1.052.000frs CFA. L'intéressé dit avoir saisi sans résultat le siège du HCR à Genève et la délégation à Yaounde. Cette situation l'a mis en conflit avec ses employés qui, n'ont pas perçu leur rémunération. Le Ministre des Relations Extérieures voudrait connaître la version des faits du HCR et éventuellement les dispositions qu'il compte prendre pour résoudre ce problème.³⁷

From the above complaint sent to the UNHCR by MINREX, one would understand that Valentin's case was really founded otherwise the minister would not have engaged in a fraudulent venture. However we question the attitude of the UNHCR personalities involving the UNHCR in such a disgusting case as to why they would fail to complete their own part of the contract. At this juncture, we were not able to lay our hands on the UNHCR's



reaction to the minister's complaint and the final resolution of the conflict. Nonetheless it should be mentioned of worthiness that Valetin's case unlike many others really threatened the UNHCR operations. Given this situation, it is thus very essential that we establish an assessment of the UNHCR's actions in Cameroon from 1982 to 2011. It is essential to underscore here that such threats were incomparable to the positive aspects of the UNHCR mission in Cameroon. In all, there was never a direct conflict between the government and the UNHCR but that the government only intervened to arbitrate over cases either invited by the UNHCR, its employees or its customers.

CONCLUSION

The above explanations provide evidences of the threats that dared to mar the UNHCR operations in Cameroon. Based on the facts viewed, it is elemental to state that the lessons assembled from the threats to the UNHCR compassionate mission in Cameroon have been genuinely didactic. It has to be admitted that no matter how well these threats were handled, they nevertheless defaced the UNHCR and Cameroon's image to a trivial extent.

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