100718

February 27, 1995 Ref: SBF-95-01

The Honorable Rafael Nieto-Navia President of the Inter-American Court of Human Rights San Jose, Costa Rica

Subject: Annual Report Foundation ALOEBOETOE, September 1993 - December 1994

Dear Mr. Nieto:

In compliance with Note CDH-10150/385 of September 10, 1993 from the Secretary of IACHR Mr. Manuel Ventura Robles, we have the pleasure to submit the First Annual Report of the Alceboctoe Foundation, on the management of the funds destined to the beneficiaries of the Alceboctoe et al case.

This report covers the period September 1993, w'
December 31, 1994. During this period the Found
Notary Public and the first compensation payment to
payments will continue on a quarterly basis to the selof age) will receive their total compensation as according

ived your Judgment, until officially declared by the has taken place. These lies (over 75 years

Some heirs, both stults and minors, have passement be identified as yet.

metr benefici

With regard to the payment by the Government through the Central Bank of Suriname, we may inform you that the transfers on the are as scheduled and two additional transfers were made before the printing date of this report, March 1. The amount received to date is 79.45% or US\$360.000. — of the total compensation of US\$453,102. —, ordered by the Court.

N U

The foreign exchange rates at the Surinaamsche Bank, where the Foundation's accounts are, have changed tremendously from SF. 80. 40 (September 1993) to SF. 189.66 (September 1994) to SF. 330. — on October 30, 1994 and now around SF. 491 in February 1995,

To this point, the Foundation may conclude that the activities can be considered satisfactory and we hope that you will come to the same conclusion.

Please accept the renewed assurances of our highest consideration.

000119

AR Toug A Hung

Cheimea

l. Labadie Tressurer Sincerely Yours,

R BV rede Secretary

> A.I. Brahim Vice-Chairman

Dear analyon and the contract of the forement of guyaba for the forest the registered mark the forest of guyaba for the forest of the forement of guyaba for the forement of the forement of the forement of dept to the last pay of the compensation of dept to the last pay of the compensation of which the forest the last pay of the compensation of dept to the last pay of the compensation of which the forest through the state of the last pay of the compensation of the state of the last the forest through the state of april if UPS or DH & does not all the state of the state of april if UPS or DH & does not all the state of april if UPS or DH & does not all the state of april if UPS or DH & does not all the state of april if UPS or DH & does not all the state of april if UPS or DH & does not all the state of april if UPS or DH & does not all the state of april if UPS or DH & does not all the state of april if UPS or DH & does not all the state of april if UPS or DH & does not all the state of april if UPS or DH & does not all the state of april if UPS or DH & does not all the state of a pay of a pa

ANNUAL REPORT "FOUNDATION ALOEBOETOE" SEPTEMBER 1993 - DECEMBER 31, 1994

000726

Introduction

The Surinamese citizens as mentioned in the Judgment of September 10, 1993 from the Inter-American Court of Human Rights on the Aloeboetoe et al case Section XVII, article 103, have initiated meetings in October 1993 to comply with the content of this judgment.

At the first meeting of October 07, 1993, the Foundation appointed the tasks to its members as follows:

Mr. A.R. Tjong A Hung

Chairman

Mr. A.J. Brahim

Vice-Chairman

Mr. R.R. Vrede

Secretary

Mrs. I. Labadie

Treasurer

Mr. J.C. de Miranda

Vice Treasurer

Mr. A.H. te Dorsthorst

Member

Mr. J. Kent

Member

Miss M. Eduards was appointed as assistant and will be the only one on the payroll of the Foundation.

Courtesy meeting were held with the President of the Republic of Suriname, the President of the Central Bank of Suriname and the District Commissioner of the District Sipaliwini, where the village of the beneficiaries is located. Three accounts were opened with the Suritrust of the Surinaamsche Bank for deposit transfers. Two of these maintained an US\$ checking account, while the third one was in Suriname florins used to transfer the purchased Sf from the US\$ accounts.

To date a total of 39.73% or US\$ 180,000.= of the total compensation of US\$ 453,102.00 was transferred to the account while US\$ 3,836.00 of the working capital was paid by the Government of Suriname via the Central Bank of Suriname. A note to this latter shortcoming was not replied by the Central Bank of Suriname and a reminder will be forwarded soon.

It was not until October 27, 1994 when the Foundation could visit the victim's heirs on site at Guyaba and execute the initial payment to the adults in Sf as stipulated in the IACHR note CDH-10150/385 of September 10, 1993 item j., and the upgraded youngsters to adult status.

Meetings

Bi-weekly meetings were held using the OAS office facilities. The recommended activities as per judgment were discussed and actions of executions were planned.

The Notary Public Mr. R.G. Rodriques was asked to prepare the Statutes of the Foundation which was accepted after our discussion and approval on the draft. The Dutch version was translated into English, by Mr. R. Korsten. Both editions, Dutch and English, were sent to the IACHR in Costa Rica. The official notary proclamation of the Foundation was made by Mr. R.G. Rodrigues on February 17, 1994 in the Government Foundation Register # 289/94.

A courtesy meeting was requested with the President of Suriname, Drs. R. Venetiaan and we were received on February 16 at the Presidential Cabinet. The President was assisted (seconded) by the Minister of Finance, Mr. H. Hildenberg. The Chairman of the Foundation presented a short introduction with emphasis on the reparation in Finance, medical and school facilities to the beneficiaries and the village of Guyaba, as specified in paragraph 116 Section XX of the Judgment. The President upheld the content of the Judgment and reiterated the commitment to compensate the beneficiaries and to activate the Health and Educational Services in the village.

A courtesy meeting was organized with the Sipaliwini District Commissioner, Mr. H. Libretto, to pass the information on the compensation to be paid to the beneficiaries of the victims. The Foundation also asked the D.C. his cordial assistance for the proper and efficient execution during this compensation. The D.C. committed his office for a representative to assist the Foundation during the payments (especially the first payment on site).

Another important meeting was upon the request of the President of Suriname Central Bank to discuss the procedures of payment to the Foundations funds as requested by the Government (see Finance).

Finance

As per judgment paragraph 99 Section XVI and paragraph 107 Section XVII, the Foundation opened her accounts with the Surinaamsche Bank Trust Company (Suritrust) on April 22, 1994 as follows:

Account no. DSB 04.31.559 Reparation Funds (US\$)

Account no. DSB 04.31.567 Working Capital (US\$)

Account no. DSB 07.77.528 Working Capital (SF)

The received compensation were to be deposited into two Funds; one for the adults and children account 04.31.559 and one for the Foundation as working capital. The former was to be paid by April 01, 1994 and the latter one month after the official passing of the Act by the Notary Public (see Section XX paragraph 116, art.1 and art.4)

The Foundation received its working capital on April 22, 1994 some 30 days later than expected; the amount in Suriname florins (Sf) was US\$ 164 less after the purchase of US\$ to meet the US\$ 4.000 as was sentenced. A note on this matter was sent to the President of the Republic of Suriname, Drs. R. Venetiaan and to the Minister of Finance, Drs. H. Hildenberg, but to no avail to date.

For the transfer to the beneficiaries of the victims, being US\$ 453,102,-- as in the judgment, the President of the Central Bank requested a meeting with the Foundation to discuss means of payment. Due to the Foreign Currency situation in the country, the Foundation accepted the payment in installments of about 30% initial payment and the balance within the next 7 months.

The following payments were however received:

000730

```
on September 21, 1994 - US$ 135,000.=
on October 24, 1994 - US$ 45,000.=
on January 03, 1995 - US$ 135,000.=
on February 02, 1995 - US$ 45,000.=
```

From the compensation an amount of US\$ 180,000.= or about 39,73% of the total amount was received per december 1994. The exchange rates at the Banks were declared to be free by the Central Bank of Suriname and each Bank could therefore present its own rates of exchange to the clients. The rates published by the Central Bank of Suriname in the local newspaper were indicative figures and were somewhat lower than those of the Banks. Since the Foundation opened its accounts at the DSB, the rates of this Bank were used to purchase Sf for execution of the compensation and other daily activities of the Foundation.

Payment of Compensation

Due to the delayed transfer by the Central Bank of Suriname, the Foundation could not pay the beneficiaries earlier than on October 27, 1994. The beneficiaries and the President of the Republic of Suriname and the IACHR were informed about these activities to be carried out on site at Guyaba.

The payments were carried out as per judgment paragraph 98 Section XV, and in Sf as per note CDH-10150/385 of September 10,1993 from the IACHR (see Annex 1).

Due to the great amount of Sf to be transported to the site, the Foundation decided to carry only 5% of the 25% suggested in paragraph 102 Section XVI. This has also been accepted by the adults who could receive the remaining 20% upon their visit to Paramaribo. For more details reference is made to the "Field Mission to pay survivors at Guyaba" (see Annex 2).

The main problems encountered during the mission were:

- 1. no proper legal identification with some of the beneficiaries.
- 2. mortalities of six of the beneficiaries includes two children and absent of identifiable legal heirs.
- 3. finger printing was used due to illiteracy within the group of these adults.
- 4. high travel costs towards Paramaribo for the collection of the compensation. Payments on a quarterly basis was proposed and accepted by the incumbents. Those over 70 years of age will be paid in a shorter period than one year. Proxi's should be appointed to receive the payments for those who could not undertake the journey to Paramaribo (air travel is very expensive).
- 5. Youngsters were promoted to the adult status since they have started a family.

Audit Report

The Foundation requested the cordial services from a registered accountant (Ernst and Young Auditors) to audit the financial statement of the Foundation. This was carried out and the conclusion was that the accounting was in good status and in good conformity with generally accepted accounting principles. The auditors report is included as Annex 1.

A.R. Tjong A Hung

Chairman (abroad)

I./Labadie

Treasurer

R.R. Vrede

Secretary

A.J. Brahim

Vice-Chairman

FIELD MISSION TO PAY SURVIVORS AT GUYABA

The preparation to carry out art 102 of section XVI stating a 25% initial payment to the adult beneficiaries continued soon after the first payment was received from the Central Bank. The incumbents, the President of Suriname and the IACHR were informed on this action of initial compensation planned for October 27. 1994.

An SLM Twin Otter was chartered to carry 8 members of the Foundation, 4 Press Representatives, one Representatives from the Minister of Regional Development of the District Sipaliwini where the village Guyaba is situated, 1 Bank officer and 2 Police officer for protection. The mission started at 07.30 a.m. from the airfield Zorg en Hoop and took about 45 minutes flying to the village of Botopasi. Two outboard motor canoes were ready to transport the mission to Guyaba with a stop at Grantatai, to carry out a first payment to a 80 plus survivor who is bed-stricken (hammock stricken). At the Kroetoe-hoso in Guyaba, we had to wait for the beneficiaries to arrive since they had gone home because the mission arrived some what delayed.

All dignitaries and the captain were present for whom a short introduction was given by the Foundation's Chairman and translated into acceptable language by the Representative of the Ministry of Regional Development, Mr. R. Pansa. The Treasurer continued immediately after this short introduction with the payment to the available adult beneficiaries. Most of the survivors had a proper I.D., but could not read or write and fingerprint were taken to justify the payments. Six beneficiaries has passed away in the meantime and the Captain of the village was instructed to legally identify the beneficiary of these deceased survivors either adult or child. Due to the great amount in Sf to carry, it was decided to make an initial payment of 5% of the entitled 25% and to ask the beneficiaries to collect the balance in Paramaribo. There was no

objections to this proposal.

Some beneficiaries did not possess the proper I.D. and upon the request of the Captain and other dignitaries who could identify the person, some Sf 25.000 was paid in order for this person to travel to Paramaribo. Travel costs per boat and by truck are high and finance was not available. The Foundation agreed with this request and carried out the payment.

All individual amounts were properly counted and placed in individual envelops by the Bank officer of the Suritrust so that execution was carried out effectively. Those who could not be present on this day, received instructions through the Captain to travel to Paramaribo and to visit the Treasurer of the Foundation in her office with a proper I.D. and a notification from the District Commissioners Office.

The whole process of payment ended by 14.00 p.m. and the mission could continue with the inspection of the school and the medical clinic. The school facilities were in good condition; expansion of localities is under construction and material is available. Due to lack of teachers, the school could not start on October 01, 1994 as planned. The responsible Education Section of the Moravian Brothers Societies intends to start in January 1995. The medical center or clinic is open and operative. It is occupied by a health assistant who is performing well. He is with one of the adult beneficiaries, and requested some cooling facilities for a proper storage of medicine. Dr. de Miranda who's Health Society is caring the Interior Health Program, promised to seek these facilities.

We may conclude that the mission to carry out art. 102 of Section XVI has been successfull and the execution of item 5 of section XX on school and medical dispensary are well in advance to almost complete. The mission was picked up by the Twin Otter at around 18.45 p.m. instead of the planned 17.00 p.m. when everybody

was ready to swallow anti-malaria pills, to seek food and shelter to overnight.

The Mission arrived at about 19.20 at the International Airport JAP from where the SLM bus carried the group to Paramaribo.

The main problems encountered were:

- 1. Identification: some of the beneficiaries were not in possession of a proper legal identifiaction. They were asked to travel to Paramaribo to get a legal I.D.
- 2. Mortality: Six beneficiaries died during the period 1990-1994 including two children. The legal beneficiaries must be identified in order to proceed with their compensation.
- 3. Iliteracy: many or most of the adult beneficiaries could not read or write. Fingerprints were used as proof for payments.
- 4. Travel Cost: the cost to travel to the city Paramaribo, first by canoe and then by truck, is very expensive and although the beneficiaries can afford this expense now, it does not make sense to travel monthly to collect their shares. It was therefore proposed to pay quarterly and have a total compensation to the adults within one year, especially for those over the 75. For those who could not travel to Paramaribo, a proxy was appointed and accepted by the captain, dignitaries and the Foundation.
- 5. Some of the youngsters have already started a family and were therefore promoted to the adult status.

REPORT

to

The Committee of the STICHTING BEHEER FONDSEN ALOEBOETOE E.A.

Regarding

Financial statements for the year ... ended December 31, 1994

TABLE OF CONTENTS

Report

- 1. Report of the Auditors/ 1
- 2. General / 1

Appendices

Financial statements

- 1. Balance sheet as at December 31, 1994/ 4
- 2. Statement of income for the year ended December 31, 1994/ 5
- 3. Notes to Financial statements/ 6

Other Information

- 4. Other information/
 - Committee of the Foundation/ 10
 - Appropriation of net proceeds of the Foundation/ 10

1

The Committee of the STICHTING BEHEER FONDSEN ALOEBOETOE E.A. PARAMARIBO

Paramaribo, February 20, 1995

Madam, dear Sirs,

Further to our engagement to audit the financial statements of the Stichting Fondsen Beheer Aloeboetoe E.A. we report herewith on the financial statements for the year ended December 31, 1994.

1. REPORT OF THE AUDITORS

We have audited the financial statements of 'Stichting Beheer Fondsen Aloeboetoe E.A.', Paramaribo, for the year ended December 31, 1994. We have conducted our audit in accordance with generally accepted auditing standards.

In our opinion, these financial statements give a true and fair view of the financial position of the Foundation at December 31, 1994 and of the result for the year then ended.

2. GENERAL

2.1 The establishment of 'Stichting Beheer Fonds Aloeboetoe E.A.'

The 'Stichting Beheer Fondsen Aloeboetoe E.A.' is a Foundation established in Suriname on February 17, 1994 in order to comply with the judgement of September 10, 1993 of the Inter American Court of Human Rights in the Aloeboetoe

WERNST & YOUN J SURINAME

ACCOUNTANTS

et al. Case Reparations as contemplated in paragraphs 100 to 108 of said judgement. The main objective of the foundation is to act as trustee of the funds deposited in the 'Surinaamse Trust Maatschappij N.V.' and to advise the beneficiaries as to the allocation of the reparations received and the income they obtain from the trust funds.

2.2 Receivables, Republic of Suriname

Reparations

According to paragraph 116 of the judgement the total amount (US\$ 453,102) of the reparations was due before April 1, 1994. It was only on April 10, 1994 that the Central Bank of Suriname was instructed by the Government to carry out the payment.

The bank however was not in a position to make a full payment.

On August 10, 1994 they agreed with the Foundation a down payment of 30% and the balance to be paid in 7 consecutive monthly installments, starting end of September 1994. The down payment of US\$ 134,990 was executed on September 27, while the first monthly installment of US\$ 45,000 was received on October 11, 1994. The installments for the months of October up to and December 1994 were received on January 3, 1995.

Contributions

As per paragraph 107 of the judgement, the Government of Suriname was ordered to make a one-time contribution of US\$ 4,000 or its equivalent in local currency to cover the operating expenses of the Foundation. As per April 22, 1994 an amount of US\$ 3,836 was received from the Central Bank of Suriname.

2.3 Interest income

For the year 1994 no interest income has been recorderd. Despite the fact that the amount of reparation have been transferred later than due date no interest reimbursement have been agreed.

ERNST & YOUN J SURINAME

Secondly the amount received have been deposited on temporary accounts, without any interest reimbursement, awaiting an agreement with the 'Surinaamse Trustmaatschappij N.V.'.

Yours faithfully,

Ernst & Young Suriname Accountants

L.B. Bhawanie AA

E.P. Schellekens RA

ERNST & YOUN J SURINAMEACCOUNTANTS

Appendix 1 to our report dated February 20, 1995 STICHTING BEHEER FONDSEN ALOEBOETOE E.A.

STICHTING BEHEER FONDSEN ALOEBOETOE E.A.

BALANCE SHEET

DECEMBER 31, 1994

ASSETS	US\$
Current assets	
Receivables, Republic of Suriname	273,276
Cash	120,524
Total assets	393,800
FUNDS	
Foundation capital	1
Funds for exploitation	2,412
Reparation funds	391,387
Total funds	393,800

ERNST & YOUNG SURINAME ACCOUNTANTS

Appendix 2 to our report dated February 20, 1995 STICHTING BEHEER FONDSEN ALOEBOETOE E.A.

STATEMENT OF OPERATIONS YEAR ENDED DECEMBER 31, 1994

	US\$
Income	_
Interest	
	gaming games capter related from Supple
Expenses	
Payments to beneficiaries	61,715
Personnel expenses	67
Other operating expenses	1,521
	63,303
	pour and such rate over
Adverse balance	63.303
Appropriation of net proceeds	
Funds for explotation	1,588
Reparation funds	61,715
	63,303
	common alternal contract contr

ERNST & YOUNG SURINAME

Appendix 3 to our report dated February 20, 1995 STICHTING BEHEER FONDSEN ALOEBOETOE E.A.

NOTES TO THE FINANCIAL STATEMENTS DECEMBER 31, 1994

Summary of significant accounting policies

General

Assets and liabilities are stated at the amounts at which they were acquired or incurred.

Translation of foreign currencies

Since the Funds for Exploitation and the Reparation Funds have been settled in US\$-currency all transactions are recorded in US\$-currency.

Transactions arising in local currency as well as assets and liabilities are translated into foreign currency (US\$) at the exchange rate at the date of the transaction.

Income and expense

Income and expenses are allocated to the year in which they relate.

LIOA

ERNST & YOUNG SURINAME ACCOUNTANTS

Appendix 3 (continuation) to our report dated February 20, 1995 STICHTING BEHEER FONDSEN ALOEBOETOE E.A.

EXPLANATORY NOTES

2.2 Receivables, Republic of Suriname

Receivables comprise balance payments due by the Republic of Suriname through the Central Bank of Suriname as follows:

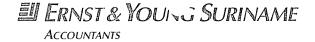
	US\$
Reparations	273,112
Contribution	164
	273,276
Reparations	
	US\$
Amount of reparations	453,102
Received in 1994	179,990
Balance, December 31, 1994	273,112
	=====
Ocarta that the	
Contribution	US\$
Amount for operating expenses	4,000
Received in 1994	3,836
Balance, December 31, 1994	164

Cash

Cash comprise of the following bank balances:

	US\$
De Surinaamsche Bank N.V., reparation funds (US\$-account)	116,209
De Surinaamsche Bank N.V., working capital (US\$-account)	2,343
De Surinaamsche Bank N.V., working capital (Sf-account Sf 631,524)	1,972
	120,524

These bankaccounts are without any interest reimbursement.



Appendix 3 (continuation) to our report dated February 20, 1995 STICHTING BEHEER FONDSEN ALOEBOETOE E.A.

Funds for Exploitation

Pursuant to paragraph 107 of the judgement, the Republic of Suriname has contributed an amount of US\$ 4,000 to cover the operating expenses of the Foundation. The movements in the funds for exploitation can be explained as follows:

	US\$
Contribution by the Republic of Suriname	4,000
Less: appropriation of adverse balance of operations (appendix 2)	(<u>1,588</u>)
Balance at December 31, 1994	2,412

Reparation funds

The Foundation is in negotiation with the Surinaamse Trustmaatschappij N.V. (Suritrust) to obtain the most favorable conditions for setting up trustfunds in US\$ for the beneficiaries. These outstanding balance at December 31, 1994 are arrived at as follows:

Balance at December 31, 1994	391,387
Less: appropriation of adverse balance of operations (appendix 2)	(<u>61,715</u>)
Amount of reparation	453,102
	US\$

From the total amount of the reparation, US\$ 273,112 is still to be received as explained under the heading 'Receivables'.

The initial payment to adults, except those who were deceased, and some youngsters who already started a family and were therefore transferred to the adult status amounts to 25% according to paragraph 98 up to and 102 of the reparation's judgement. Compensation sum for minor children and unmarried beneficiaries will not be payable until they have reached the age of 21.

On special request of 'Foster parents' however, some payments of 2,5-5% of the reparation amount were made on behalf of minor children.

All the payments were carried out in local currency per prevailing selling



Appendix 3 (continuation) to our report dated February 20, 1995 STICHTING BEHEER FONDSEN ALOEBOETOE E.A.

The aforementioned payments can be summarized as follows:

	US\$
Available 25% of the reparation sum	72,492
Less: not paid due to decease of the beneficiaries	12,933
	59,559
Add : payments on behalf of minor children	2,156
Total amount paid	61,715

Personnel expenses

Regards the salary of the administrative assistant of the Foundation. The Foundation has one employee on a part time base.

Other operating expenses

Expenses with regard to the initial payment of 5% of the reparation sum as follows:

	US\$
- Charter flight	1,170
- Other expenses	164
	1,334
Office expenses	41
Bankcharges	118
Notary and admission fee with regard to the establishment	
of the Foundation	28
	1,521

ERNST & YOUN J SURINAMEACCOUNTANTS

Appendix 4 to our report dated February 20, 1995 STICHTING BEHEER FONDSEN ALOEBOETOE E.A.

OTHER INFORMATION

Committee of the Foundation

The committee of the Foundation is composed of the following members:

A.R. Tjong A Hung - Chairman

A.J. Brahim – Vice-chairman

R.R. Vrede - Secretary

I. Labadie – Treasurer

J.C. de Miranda - Vice Treasurer

A.H. te Dorsthorst - Member

J. Kent - Member.

The members are carrying out their functions ad honorem until resignation or discontinuation of the activities of the Foundation.

Appropriation of net proceeds of the Foundation

The balance of proceeds and expenses on account of:

- the investment of the reparation amount received is added to c.q. withdrawn from the Reparationfunds
- the exploitation of the Foundation will be added to c.q. charged to the Funds for exploitation.

Permanent Mission of the Republic of Suriname to the Organization of American States



Misión Permanente de la República de Suriname acte la Eganización de los Estados Americanos

Permanente Missio van de Republiek Suriname hij de Organisatie van Amerikaanse Staten 4301 Connecticut Avenue, N. W. Juit 108

Washington, D. C. 20008

Jelephone: 202-244-7488 Jelev: 89-2656 Fax: 202-244-5878 Cable Address: Suriname

No/Wash/ / 93/95 OAS CGA/dep.

000752

The Permanent Mission of the Republic of Suriname to the Organization of American States presents its compliments to the President of the Inter-American Court of Human Rights and with reference to the ALOEBOETOE and GANGARAM PANDAY cases has the honour to convey to the Latter, upon instructions received from the Government of the Republic of Suriname, the following information:

to order to comply with the content of the judgment as rendered by the Inter-American Court of Human ants on the ALOEBOETOE et al. case, the Government of the Republic of Suriname is working closely with the foundation established by those Surmamese citizens mentioned in said judgment.

The foundation, chaired by Mr. Tjon A Hung, has conferred with the President of the Republic of Suriname, the Minister of Finance and the District-Commissioner of the District of Sipalawini, where the village is located.

For the transfer to the beneficiaries of the victims, after the foundation had been established, the President of the Central Bank requested a meeting with its members to discuss means of payment. The amount of US \$ 453.102.00 as requested by the judgment has been fully paid to the heirs of the victims



000753

2

Both the school and the medical center at GUJABA did receive from the Government the attention they needed. The school facilities are not only in good condition but expansion of localities also took place and material has been made available. Due to the lack of teachers however, the school could not start at October 1, 1994, as planned, but with the assistance from the "Morovian Brothers Societies" the school was re-opened in January 1995. The medical center is open and operative.

With reference to the GANGARAM PANDAY case the Government of the Republic of Suriname shall continue its efforts to receive further information, after which the Court will be duly notified.

The Permanent Mission of the Republic of Suriname to the Organization of American States avails itself of this opportunity to renew to the President of the Inter-American Court of Human Rights the assurances of its highest consideration.

🖟 Washington D.C., July 6, 1995.

To the President of the Inter-American Court of Human Rights
Apdo.6906-1000
San Jose, Costa Rica

COMISIONNTERAMERICANA DE DERECHOS HUMANIOS COMMISSA INTERAMERICANA DE DIREITOS HUMANIOS COMMISSA INTERAMERICANA DE DIREITOS HUMANIOS COMMISSA INTERAMERICAINE DES DAOITS DE L'HOITA DE DROITS DE DROITS DE L'HOITA DE DROITS DE L'HOITA DE DROITS DE DROITS DE DROITS DE L'HOITA DE DROITS DE L'HOITA DE DROITS DE DROIT



0007

Eech Date 25

Totle paginas in the second appearance in

Pat-Io & the con

Nobre de la Copenhant de la conse

<u>Lar·Less</u>

Emero de las elles que presentes

Comment of the life of The angle of the life

<u>Delignor</u> 1 Fig. 1

Número de la lacemba e Telepope e en en en el

COME

INTER - AMERICAN COMMISSION ON HUMAN RIGHTS COMISION INTERAMERICANA DE DERECHOS HUMANOS COMISSÃO INTERAMERICANA DE DIREITOS HUMANOS COMMISSION INTERAMÉRICAINE DES DROITS DE L'HOMME



ORGANIZATION OF AMERICAN STATES

WASHINGTON, D.C. 20006 U.S.A.

October 25, 1995

Dear Judge Fix-Zamudio:

I wish to acknowledge receipt of the letter of the Court dated October 16, 1995, graciously extending the period for the Commission to submit its observations on the question of compliance with the September 10, 1993 judgment of the Court in the case of Aloeboetoe et al.

As the Honorable Court is aware from our previous letter, it has been very difficult to collect accurate and up to date information on the situation of compliance in this case. The Commission is unable to communicate directly with the family members of the victims, and the non-governmental organization that represented the families and with whom we have worked, Moiwana'86, is not presently in direct contact with the family members.

With respect to the question of the payment of the monetary reparation ordered by the Court, the Commission understands that the Government of Suriname has paid all of the amounts directed, in United States currency, into the account of the Aloeboetoe Foundation. The Commission therefore believes that this portion of the obligation imposed by the Court has been discharged by the Government. It further appears that the adult beneficiaries, principally the parents and other immediate older relatives of the victims in this case, have received approximately 85% of the amounts owed, with a remainder of 15% still to be disbursed by the Aloeboetoe Foundation. With respect to the minor beneficiaries, principally the children of the victims, the status of payments is less clear. The only information the Commission has been able to verify is that a portion of the funds pertaining to the minor beneficiaries is currently invested in certificates of deposit.

The information the Commission has been able to gather with respect to the non-pecuniary forms of compensation in this case has given rise to some concern. The Court ordered that the Government "reopen the school at Gujaba and staff it with teaching and administrative personnel to enable it to function on a permanent basis as of 1994." The Commission has received somewhat contradictory information as to the actual status of the school. One report indicates that the school was reopened February 1, 1995, but that it is not

Judge Héctor Fix-Zamudio President Inter-Americana Court of Human Rights San José, Costa Rica functioning properly due to a lack of funding and facilities. Another report indicates that the school is ready to open, but that the Lutheran religious society which has been given responsibility for running the school has been unable to contract teachers.

The Court, in its judgment, indicated that the award of compensation in the instant case would enable the children of the victims to continue their education to a certain age. The Court clearly recognized that this goal "will not be met merely by granting compensatory damages; it is also essential that the children be offered a school where they can receive adequate education...." At the time of the judgment, that was not available in the villages where the victims live. Unfortunately, it appears that adequate education remains unavailable. Reports indicate that children who are able to do so must seek schooling in villages outside Gujaba, and that some of the children must go to Paramaribo for education, due to the absence of opportunities available at home.

The information the Commission has received with respect to the dispensary indicates that it is operational, but at a very minimal level. Reports indicate that the dispensary had been staffed by a nurse when it was reopened, but that the nurse died shortly thereafter. It appears that the dispensary was then (temporarily) closed, and was only recently reopened. The doctor in charge is stationed in Laduani, however, and only visits Gujaba once a week to attend to the needs of the community. It would appear that there is currently no nurse or practitioner in attendance at the dispensary on a more regular basis. Emergency cases are reportedly flown to the capital.

Although the Commission attempted to gather information as to the funding accorded to these two institutions, such data has been unavailable. The information that is available, however, suggests that both facilities lack the human and material resources required to make them truly operational.

The Commission has received information and cooperation from the President of the Aloeboetoe Foundation, Dr. Armand R. Tjong A. Hung, who has promised to follow up on telephone communications with a written communication setting forth the information available to him on certain specific questions. The Commission expects to receive this communication by fax on October 26 or 27, 1995, and will duly forward it to the Court for any information or use it sees fit.

In conclusion, the Commission wishes to express its appreciation for the prompt and proper compliance of the Government of Suriname in the matter of the payment of the compensation awarded by the Court. This action by the Government demonstrates a respect for and appreciation of the inter-American system for the protection of human rights. The Commission retains some serious concerns, however, with respect to the non-pecuniary aspects of compensation. The services provided by the school and dispensary are critical for Gujaba, not only as a practical matter, but as a symbol and manifestation of the Government's respect for a community damaged by past acts which disregarded their inherent right to be treated with dignity. The Commission therefore requests that the Court maintain vigilance with respect to

this aspect of the judgment, and that the Court request that the Aloeboetoe Foundation and the Government of Suriname carry out a review of the status, funding and activities of the school and dispensary to date.

Please accept, Judge Fix-Zamudio, the renewed assurances of my highest consideration.

Sincerely,

Sain Ulanguez E Edith Márquez Rodríguez Executive Secretary

December 14, 1995 Ref:SBF-95-08

Dear Mr. Manuel E. Ventura-Robles,

We received your letter of November 3, 1995 (CDH/10.150-531-95) with the attached copy of the IACHR of October 25, 1995. The Aloeboetoe Foundation appreciates the IACHR concerns mentioned in their note, but would like to place some remarks to clarify these concerns.

SCHOOL LEVELS AND DISPENSARY

The schoolsystem is structural as follows:

- year 1-6:
 elementary school, compulsary education by law
 age of admittance: 6
- year 7-9/10: to be compared as secondary school.
- year 9/10-11/12:
 to be compared as high school.

Kindergarten is not obligatory and is optional within, but not a part of the schoolsystem. Except of the Brokopondo village, there are no secondary schools in the interior.

MANAGEMENT AND ORGANIZATION

In the whole interior the schoolsystem is managed and organized by mainly two religious institutions, the Moravian and Roman Catholic Church. The funding of money and the exploitation is the full responsibility of afore mentioned institutions. They are independent, but they have to comply to the general educations regulations to maintain and guarantee the level of the different schoollevels.

Mr. Manuel E. Ventura-Robles Secretary, Inter-American Court of Human Rights Apdo.6906-1000 San José, Costa Rica The Government contributes in full to the payment of salaries of the teachers. As far as it concerns the coverage of the cost of investment and exploitation of the school contributions could be made on a case by case base. The above mentioned contributions system is common in Suriname in relation to schools run by the religious institutions. Your judgment requested the Foundation to see to it that these two facilities were reopened by a certain date (1994). As we explained in our Annual Report, the facilities were rebuilt and expanded by the time of our visit, but teaching could not start due to the lack of teachers at that time. The school was reopend in January 1995 when teachers had become available. The dispensary was in operation in 1994 when we visited the village.

PERIODIC VIEW

As per your request, the Foundation presented her first Annual Report to the Court in March 1995 (see your letter of May 20, 1995-CDH/10.150-511-95). Our second Annual Report is in the make and you will receive this within the first quarter of 1996.

OPERATING FUNDS

As per our Annual Report, the Foundation decided to pay off the elderlies over 60 years of age as soon as possible and to consider the youngsters, who started a family life, as adults. The Foundation managed to control the payments to these "new adults" and the compensation funds to the minors have been deposited in a special certificate of deposit, in order to yield a higher interest. The operating funds of US\$4000.= to the Foundation were not high but it is expected to last for some years, especially with the extra income of about 10% from the Bank's interest. We have obtained a PRO DEO accounting audit, which saved money. Our trip to the interior in October 1994 was also at a minimum, because charters to the Interior are too expensive and boat trips take too long. We therefore hope that this allocation of US\$4000.= will not deplete too soon. The Foundation reiterates that the Government of Suriname did comply with the judgment concerning:

- the payment of the compensation of US\$453,102.= to the beneficiaries, through the Foundation, with an installment procedure arranged between the Central Bank of Suriname and the Foundation. The Central Bank of Suriname has fulfilled their obligation completely.
- the payment of a working capital of US\$4000.=
- reopening of the school and the Dispensary at Guyaba; the school opened somewhat later than ordered, due to lack of teachers.

The Foundation hopes that this aforementioned information will help clarify the concerns mentioned in the note of IACHR.

Kind Regards

n Rodney Ray Vred

Numers Slachtoffers 	Naam Nabestaanden	Naam Slachtoffers	ID- nummer	Geb Datum	Toegewezen Bedrag \$
6	Abauna Dina	B.Tiopo	11 87 FE 018583 V	06 04 195	8 4.946,00
7	Adame Aoedoe	A.Adame	overleden		[36.291,00
4	Adjako Mangoemaw 🐇	J.R.Voola	overleden	04 04 195	4 7.8.173.00
3 ,	Aloboetoe Andeja	M.Aloeboetoe	02 91 FH 038502 V	02 02 194	0 32.771,00 ~
1	Aloeboetoe Aingifesi	D.Aloeboetoe	02 91 FE 046211 V	10 04 197	5 8.496,00
1 + 2	Aloeboetoe Ajong	D.Aloeboetoe D.M.Aloeboetoe	12 87 FD 044419 V	06 01 194	0 4.664,00 4.663,00 4
2 .	Aloeboetoe Norma	D.M.Aloeboetoe	04 77 AA 26665 V	08 03 195	\$ \$.050,00
7	Amoida Pagai	A Adame	03 91 EX 029108 M	15 06 1936	5 35.565,00 ×
4	Aside Dada	R.Voola	03 91 FD 045943 M	25 09 190	1 11.263.00
1	Asodanoe Wenke	D. Aloeboetoe	02 91 FJ 042272 V	17 01 1966	5 8 496,00
1 + 2	Banai Abinotoe ¿	D.Aloeboetoe D.M.Aloeboetoe	overleden 08-12-9 overleden 19-01-9		\\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\
5	Banai Goensikonde	I.H. Banai	02 91 FJ 042260 V	20 02 193:	5 5.088,00
5	Koedemoesoe Adelia	I.H. Banai			25.935,00
3	Koedemoesoe Masatin	M. Aloeboetoe	02 91 FJ 042213 M	04 02 1919	9 - 32,529,00 ~
4	Lugard Senda Palestina Esje	R.Voola		23 03 190.	.,
6	Sampi Ajemoe	B.Tiopo	' FF 047949	7 01 03 196	•
2	Tiopo Asoidamoeje	D.M.Aloeboetoe	02 91 FJ 042218 V	10 04 196	S.050.00 ~
6	Tiopo Angaloemoeje	B.Tiopo	02 91 FD 045225 V	. 10 03 1930	8.719,00
5	Tiopo Eketo	I.H.Banai	02 91 ₁ FJ 042263 M	الرير 15 Ol 1933 الريم 15 Ol 1933	3.635,00
6	Tooy Glenda Lita	B.Tiopo	10 88 FF 046485 V	フ ⁰⁴ 02 1964	4.946.00
6	Vorswijk Anthea *	B.Tiopo		14 05 1974	
					277.613.00
eren:			7		
iers Naa htoffers nab		Naam Slachtoffers		eeftijd per 27/10/94	Toegewezen bedrag S
6 Aba	una Bakapina	/8.Tiopo	09 09 1975	9 jaar "	4.947,00

; n

			i.		
mmers achtoffers	Naam nabestanden	Naam Slachtoffers	Geb-Datum	leeftijd per 27/10/94	Toegewezen bedrag S
6	Abauna Bakapina	′В.Тіоро	09 09 1975	19 jaar -	4.947.00
5	Adipi Etmelia	I.H.Banai	1981	13 "	7.408,00
4	Adjako Bertholina	R. Voola	09 04 1977	1 7 "	5.451.00
4	Adjako Godfried Franklin	R. Voola	21 07 1981	` 13 "	5 - 451,00
4	Adjako John	R.Voola	04 01 1979	15 "	5.451,00
4	Adjako Pamela Jaja	R.Voola	24 11 1986	8 "	5.451,00
4	Adjako Stefan	R. Voola	19 03, 1975	19 " "	5.451,00
S	Alfonsoewa Jenny	I.H.Banai	17 10 1981	13 "	7.408.00
i	Aloeboetoe Leona	D. Aloeboetoe	02 1987	7 "	11.328,00
1	Asodanoe Podini	D. Aloeboetoe	1983	11 "	11.328,00
1	Asodanoe Haradona	D. Aloeboetoe	02 1987	7 "	11.328,00
2	Foto Moitia	D.M.Aloeboetoe	14 10 1980	14 "	16.104.00
5	Koedemoesoe Elbes	I.H.Banai	1981	13 "	7.408,00
6	Sampi Arisin	B.Tiopo	22 05 1983	1 1 "	4.947,00
6 ·	Sampi Seneja	B.Tiopo	03 03 1981	13 "	4.947,00
6	Sampi Maritia Vivian	B.Tiopo	02 01 1986	8 "	4.947,00
. 4	Tiopo Baba	R. Voola			5.451,00
2	Tiopo Klucion	D.H. Alochoetoe	1987	7 "	16.104.00
S	Vorswijk Aike Karo	I.H.Banai	23 09 1978	16 "	7.408,00
6	Vorstwijk Anthea *	B. Tiopo	1971	volw	4.947,00
6	Vorstwijk Apinitimonie **	B.Tiopo	1972	volw	4.947.00
S	Vorswijk Chris Enoi	I.H.Banai	06 01 1977	17 "	7.408,00
5	Vorswijk Etty	I.H.Banai	12 09 1984	10 "	7.408.00
5//	Vorswijk Robert	I.H.Banai	16 10 1982	12 "	7.408,00

Annex 2: compensation to adults and children in 1995

1 1 1		0 005 00	81 737 00	18.974.00	Totaal
			183.00		Volswijk Robert
			185.00		Vorswijk Etty
_					Tiopo Klucion
					Tiopo Baba
7				-	Sampi Marilia Vivian
					Sampi Seneja
				The second secon	Sampi Arisin
	w with the state of the state o			and the same of th	Koedemoesoe Elbes
					Foto Moitia
_					Asodanoe Maradona Lenco
i					Aloeboetoe Leona
		370.00			Alfonsoewa Emelda Jenny
T -				272.30	Adjako John
1				272.35	Adjako Godfried franklin
				272.35	Adjako Pamela Jaja
			7,037.00		Adipi Mervie Etmelia
					Villdeleit (CDTTGT 611)
-					
			3,518.00		Vorswijk Aike Karo
1-			1,302.00	1,302.00	١.
-1			1 3 00	1,302,00	Adjako Berindiina
			1,236.00		onie
1=			1,236.00		
			1,852.00		2
1-1			2,395.00		
-1			1,236.00	A THE PROPERTY OF THE PROPERTY	a
ī			908.00		Tiopo Eketo
1			6,539.00		Tiopo Angaloemoeje
		2,012.00			Tiopo Asoidamoeje
			1,236.00		Sampi Ajemoe
			2,043.00		Lugard Senda
					Koedemoesoe Masatin
		6,483.00			Koedemoesoe Adelia Hellen
			3,816.00		Banai Goensikonde
1				7,261.00	Banai Abinotoe
			2,124.00		Asodanoe Wenke
			8,447.00		Aside Dada
			8,891.00	1	Amoida Pagai
	2,012.0				Aloeboetoe Norma
			2,331.00		Aloeboetoe Ajanga
			2,124.00		Aloeboetoe Aingifesi
_			8,192.00		Aloeboetoe Adeja
T				8,172.00	Adjako Mangoemau
Т			13,608.00		Adame Aoedoe
Т			1,236.00		Abauna Dina
<u> </u>	mei	apr.	mrt.	jan. feb.	YOMASSEITEII (adults) ja
	-				
Т					Uitbetalingen 1995 (payments)
					Stichting Beheer Fondsen Aloeboetoe e.a.

			!				ļ	1	1	!			ļ						!				ļ				1			-	!			12.0	2				į	ļ	ļ	ļ.	!	!
						805.20			-							1001,10	1362 75				1230,73	1736 75	1 236 50	000 77	2,012.50	1,236.50	2,043.25	24,396.75							2,331.75		8,192.75		1	1 236 50				
																								•							11.11	2 124 00		2,012.50	2000									
							11,020.00	11 328 00								1.852.00	1 1 1 1 1 1 1 1 1	2.725.50		1,002.00	1 852 00								6,483.75				0,031.23	3C 108 B		2,124.00			-	9.	aug.			
100:10	185.20															740.80				494 70	877 55	494 70	494 60			/41.95	817.30	2					0,000.00	3 556 50	932,70	200	3,277.10			494.10	sept.			
																	545.10		494.70						805.00																okt.			
						Ç		0,0.00	370.00									545.10																000	805 00	849.60					nov.	And any opposite the same of t		
	185.00								-							740.00	545.00	545.00	494.00.	494.00	740.00	494.00	494.60			494,00	404.00	00 7 10	2,593.00					466.00	-					494.00	dec.			
						805.20	-	11,328.00	740 00	272.30	. 27735	7,037.00	1	,	- NE C	6,850.80	5,176.85	5,177.60	2,224.70	3,461.45	6,421.55	4620,45	3,461.70	1.816.75	4,020.00	3,700,50	3 708 45	24,396.75	15,559.75	3,816.00	7,261.00	4,248.00	8,447.00	21,804.75	4.829.50	5,097.00	£ 007 60	8,172.00	13,608.00	3,461.10	Totaal			
		185.00 555.20 185.00 555.20	185.20 185.00 555.20 185.20 185.00 555.20	805.20 805.20 185.20 185.20 185.00 555.20 185.00 555.20	11,328.00 11,328.00 805.20 185.20 185.00 555.20 185.20 185.00 555.20	11,328.00 370.00 740.00 11,328.00 11,328.00 805.20 185.20 185.00 555.20 185.20 185.00 555.20	11,328.00 370.00 740.00 11,328.00 11,328.00 805.20 185.20 185.00 555.20 185.20 185.00 555.20	272.35 272.35 272.30 272.30 11,328.00 11,328.00 11,328.00 805.20 185.20 185.20 185.20 185.20 185.20 555.20	7.37.00 272.35 272.35 272.30 11,328.00 370.00 11,328.00 11,328.00 805.20 185.20 185.20 185.20 185.20 555.20	7,037.00 272.35 272.35 272.30 11,328.00 370.00 11,328.00 11,328.00 370.00 11,328.00	7,037.00 772.35 272.35 272.30 11,328.00 370.00 11,328.00 185.20 185.20 185.20 185.20	7.037.00 7.037.00 7.037.00 272.35 272.35 272.30 740.00 11,328.00	1,852,00 740,80 740,00 6,850,80 1,852,00 740,00 7,037,00 272,35 272,35 272,35 272,35 272,35 272,35 272,35 272,30 740,00 11,328,00 11,328,00 805,20 185,20 185,00 555,20 185,20 185,00 555,20 555,20 555,20	545.10 545.00 5,176.85 1,852.00 740.80 740.00 6,850.80 1,852.00 7,037.00 272.35 272.35 272.35 272.35 11,328.00 370.00 11,328.00 185.20 185.00 555.20 185.20 185.00 555.20	2,725.50 545.10 545.00 5,177.60 545.00 5,176.85 5,176.85 5,1	18520 1852	494,70 494,00 3,461,45 494,70 494,70 494,00 2,224,70 494,70 545,10 545,00 5,177,60 545,10 545,00 5,176,85 545,00 5,176,85 1,852,00 740,80 740,00 6,850,80 7,037,00 7,037,00 272,35 272,35 272,35 272,35 370,00 740,00 740,00 11,328,00 370,00 11,328,00 805,20 185,20 185,20 185,00 555,20 185,20 185,00 555,20	1,00,73	1236,75	1,236,50	908.75 908.75 1,236.50 494.60 494.60 494.60 494.60 3,461.70 494.70 494.70 494.00 494.00 494.70 494.70 494.00 494.70 494.70 494.00 3,461.45 494.70 494.70 494.70 494.70 494.70 494.70 494.70 494.70 494.70 494.70 494.70 494.70 494.70 494.70 494.70 494.70 494.00 5,177.60 5,177.60 5,177.60 6,850.80 7,037.00 272.35	2,012.50 404.50 494.60 494.60 494.60 3.461.76 1,236.75 1,852.00 877.55 740.00 6,539.00 3.461.70 1,236.75 1,852.00 877.55 494.70 494.00 3.461.76 1,236.75 1,852.00 877.55 494.70 494.00 3.461.45 494.70 494.70 494.70 545.00 5,177.68 1362.75 1,852.00 740.80 740.00 6,850.80 1362.76 1,852.00 740.80 740.00 6,850.80 1362.70 11,328.00 370.00 70.37.00 70.37.00 272.35 272.35 272.36 272.36 272.36 805.20 11,328.00 370.00 11,328.00 11,328.00 185.20 185.20 185.20 555.20	1,236.50 74.133 805.00 4,829.50 2,012.50 4,829.50 6,539.00 908.75 494.60 494.60 3,461.70 1,236.75 494.60 494.70 494.00 3,461.70 1236,75 1,852.00 877.55 740.00 6,421.55 1236,75 494.70 494.70 494.00 5,471.60 2,725.50 494.70 494.70 545.00 5,176.85 1,852.00 740.80 545.10 545.00 5,176.85 1,852.00 740.80 740.00 6,850.80 2,725.50 740.80 740.00 7,247.1 1,852.00 740.80 740.00 11,328.00 805.20 11,328.00 370.00 11,328.00 805.20 185.00 585.20 185.20 185.00 585.20 585.20 585.20	2,043,25 817,30 0494,00 3,703,45 1,236,50 741,95 805,00 494,00 3,703,45 2,012,50 494,50 494,00 4,829,50 908,75 494,60 494,60 3,461,70 1,236,75 494,70 494,00 494,00 3,461,70 1236,75 1,852,00 494,70 494,00 3,461,45 1362,75 1,852,00 740,80 545,10 545,00 5,176,80 1362,75 1,852,00 740,80 545,10 545,00 5,176,80 1362,75 1,852,00 740,80 545,10 545,00 5,176,80 1362,75 1,852,00 740,80 545,10 545,00 5,176,80 1362,75 1,852,00 740,80 545,00 5,176,80 1,852,00 740,80 545,00 5,176,80 7,217,50 1,328,00 1,328,00 370,00 7,037,00 7,037,00 272,33 272,30 740,00 11,328,00 11,328,00 11,328,00 185,20 185,20 185,00 555,20 555,20	24,396.75 24,396.75 2,043.25 817.30 2,043.25 494.00 3,708.45 494.00 2,012.50 494.60 908.75 494.60 908.75 494.60 1,236.75 494.60 494.70 494.60 494.70 494.00 494.70 494.00 3,461.70 494.70 494.00 3,461.45 494.70 494.00 494.70 494.00 2,725.50 494.70 545.10 545.00 5,176.85 1362,75 1,852.00 740.80 740.00 545.00 5,176.85 1362,75 1,852.00 1,852.00 740.80 545.10 545.00 545.00 5,176.85 2,725.50 740.80 7,037.00 7,037.00 7,037.00 7,037.00 272.35 272.35 272.35 272.35 272.35 370.00 7,037.00 11,328.00 370.00 71,337.00 805.20 185.00 555.20 185.20 185.00 555.20	24,396.75 6,483.75 2,593.00 15,589.75 2,043.25 817.30 817.00 5,720.55 1,236.50 741.95 494.00 3,708.45 2,012.50 494.60 494.00 3,708.45 1,236.50 494.60 494.00 3,481.70 1,236.75 494.70 494.70 494.00 3,461.45 1,236,75 1,852.00 877.55 740.00 6,421.55 1,236,75 494.70 494.70 494.00 3,461.45 1,362,75 494.70 494.70 545.00 5,177.60 1,362,75 1,852.00 740.80 545.10 545.00 5,177.60 1,362,75 1,852.00 740.80 545.10 545.00 5,177.60 1,362,75 1,852.00 740.80 545.10 545.00 5,177.60 1,362,75 1,852.00 740.80 545.10 545.00 5,177.60 2,723.50 2,725.50 545.10 3,40.00 527.23 2,723.50 3,70.00 7,037.00 7,037.00 7,037.00 2,723.5 2,723.5 2,723.5 2,723.5 2,723.5 2,723.5 3,60 3,70.00 3,70.00 1,328.00 1,328.00 <	24,396,75 6,483,75 2,593.00 15,559,75 24,396,75 817.30 817.00 5,720,55 2,043,25 817.30 817.00 5,720,55 2,012,50 494,00 3,708,45 2,012,50 494,00 494,00 3,781,76 1,236,50 494,00 494,00 3,461,76 1,236,75 494,70 494,00 494,00 3,461,76 1,236,75 494,70 494,00 494,00 5,224,76 1,236,75 494,70 494,00 5,224,76 1,236,75 494,70 494,00 5,177,80 2,725,50 545,10 545,00 5,177,80 1,382,75 7,40,80 545,10 545,00 5,177,80 1,382,00 740,80 545,10 545,00 5,177,80 2,723,50 740,80 545,10 545,00 5,176,81 385,20 7,223,00 7,223,00 7,223,00 7,223,00 385,20 11,328,00 370,00 7,230,00 7,230,00 385,20 185,20 185,20 185,20 555,20 185,20 185,20 185,20 555,20	24,396,75	2,124,00 4,248,00 2,4,396,75 6,483,75 2,593,00 15,559,76 2,4,396,75 817,30 817,00 2,593,00 15,559,76 2,043,25 817,30 817,00 5,700,84 2,012,50 741,95 494,60 494,60 3,708,44 1,236,50 494,60 494,60 3,461,70 494,70 494,00 494,60 3,461,70 1236,75 1,852,00 877,55 494,70 494,00 492,15 1236,75 1,852,00 740,80 545,10 494,00 3,461,45 1362,75 1,852,00 740,80 545,10 494,00 2,224,70 1362,75 1,852,00 740,80 545,10 494,00 2,224,70 1362,75 1,852,00 740,80 545,10 494,00 2,224,70 1362,75 1,852,00 740,80 545,10 494,00 2,224,70 1362,75 1,852,00 740,80 545,10 740,00 6,830,80 1362,75 1,852,00 740,80 545,10 740,00 6,830,80 1362,75 1,852,00 740,80 545,10 740,00 7,937,94 1362,75 1,852,00 740,00 7,937	2,124,00 2,124,00 3,46,00 3,46,00 3,46,00 3,46,00 3,46,00 3,26,30,30,00 3,26,30,00 3,26,30,00 3,26,30,00 3,26,30,30,00 3,26,30,30,00 3,26,30,30,00 3,26,30,30,00 3,26,30,30,30,30,30,30,30,30,30,30,30,30,30,	CAULZON CAUALON CAUA	2,331.75 2,012.50 8,891.25 3,586.50 485.00 4,829.50 4,829.50 4,829.50 4,829.50 4,829.50 4,829.50 4,829.50 4,248.00 2,124.00 2,124.00 2,2436.75 2,2436.75 2,2436.75 817.30 2,593.00 2,593.00 2,529.30 2,529.30 2,2436.75 2,012.50	2,114.00 392,70 392,70 395,50 3,565,50 3,565,50 3,565,60 3,665,00 3,66	8,192.75 2,124.00 3,277.10 849.60 3,277.00 22,900,00 2,331.75 2,012.50 8,891.25 3,556.50 805.00 468.00 21,804.75 2,331.75 2,012.50 8,891.25 3,556.50 468.00 21,804.75 2,4396.75 6,483.75 817.30 2,593.00 15,559.76 2,043.25 741.95 805.00 494.00 3,786.45 1,236.75 494.60 494.60 494.00 5,706.45 1,236.75 494.70 494.60 494.60 494.60 1,862.00 1,236.75 1,852.00 805.00 494.60 494.60 3,706.45 1,236.75 494.70 494.70 494.60 494.70 494.60 5,539.06 1,236.75 1,852.00 807.55 494.70 494.00 4,829.50 5,539.06 1,236.75 1,852.00 740.80 545.10 545.00 5,177.60 5,539.00 1,236.75 1,852.00 740.80 545.10 545.00 5,177.60 5,177.60 1,236.75 2,725.50 545.10 545.10 545.00 5,177.60 5,177.60 5,177.60 5,177.60 5,177.60 5,177.60 5,177.60 5,177.60	B.192.75 2.124.00 3.277.10 849.80 3.277.00 22.93.88	1,226,75	1,236.50 494.10 494.00 3,461.00 8,192.75 2,124.00 932,70 22,938.65 2,231.75 2,124.00 932,70 20,938.65 2,231.75 2,124.00 932,70 20,938.65 2,231.75 2,124.00 2,231.75 2,124.00 2,231.75 2,124.00 2,231.75 2,124.00 2,231.75 2,124.00 2,243.67 2,243		Iuri Iuri Aug. Sept. Oct. Oct. Totaal Tot	Imi				

INTER - AMERICAN COMMISSION ON HUMAN RIGHTS COMISION INTERAMERICANA DE DERECHOS HUMANOS COMISSÃO INTERAMERICANA DE DIREITOS HUMANOS COMMISSION INTERAMÉRICAINE DES DROITS DE L'HOMME



ORGANIZATION OF AMERICAN STATES

WASHINGTON, D.C. 20006 U.S.A.

January 31, 1996

Mr. President:

On behalf of Commission Delegate Claudio Grossman, I have the honor to acknowledge receipt of your letter of January 22, 1996, requesting the observations of the Commission on the December 14, 1995 report from the Aloeboetoe Foundation relative to the state of compliance with the judgment issued in the Aloeboetoe Case.

The Commission wishes to indicate in the first place that it is very pleased by the general compliance of the Government of Suriname with the aforementioned judgment. The concerns we have noted in the past and which we continue to hold principally concern the status of compliance with the non-monetary aspects of the award of compensation.

In response to the very recent letter of the Court, the Commission again contacted Moiwana'86 to request any further information they may have obtained in the interim since our last request for information in October of 1995. In response, Moiwana'86 has supplied us with anecdotal information which they have yet to verify in situ. The organization is planning to travel to the interior at the end of February 1996, and will inform the Commission of the situation of compliance with the judgement upon their return. We will in turn transmit any information received to the Court.

The Commission has reviewed the report of the Aloeboetoe Foundation, and has no reason to dispute any of the findings set forth therein. Nonetheless, the Foundation report is unclear in certain details that we consider very important. First, the report indicates that the school at Gujaba was reopened in January of 1995. We continue to receive anecdotal information indicating that the school is underfunded, is lacking in material resources, and has an insufficient number of teachers. The Foundation report provides no specific information on these points.

In addition, the Foundation report indicates that "the dispensary [at Gujaba] was in operation in 1994 when we visited the village." The Commission has received information since our last letter to the Court in October indicating that the dispensary has no resident doctor.

Doctor Héctor Fix-Zamudio President Inter-American Court of Human Rights San José, Costa Rica The Commission reiterates its satisfaction with the overall status of compliance in this case. We believe the continued reporting of the Aloeboetoe Foundation will enable the Court to ensure the ongoing compliance with its judgment. In this respect, we emphasize that in our view it is very important that the Court continue to retain its jurisdiction in this matter.

Please accept, Judge Fix-Zamudio, the renewed assurances of my highest consideration.

David J. Padilla

Assistant Executive Secretary

FAX ORIGINAL

000806

Paramaribo, June 6, 1996 Ref: SBF-96-01

Subject: Annual Report Foundation Aloeboetoe, September 1993 - December 1994

Dear Mr. Ventura:

We regret to inform you that our 1995 Annual Report of the Aloeboetoe Foundation is somewhat delayed

The most pressing items are mochoctoc may transmit you the inform (10000) institutions.

clinic on which we from the pertinent

the school is still in pupils enrollment. This Moravian Church, who is

teachers and 182 sceived from the school.

 The clinic is also active _____ng incoming patients and is staffed with 2 health assistants.

We have approached "the Ernst and Young Surinam Accountants" for a pro deo auditing and received a positive response; when this audit is finalized, our annual report will be mailed to you.

Kind regards,

Mr. A.R. Tjong A Hung Chairman Aloeboetoe Foundation

Manuel E. Ventura-Robles
Secretary
Inter-American Court of Human Rights

Apdo. 6906-1000 San José, Costa Rica CORTE I. D. H.

1 3 JUN. 1996

Prenturo R

RECTO 100

RECEIVED DATE: 06/13/96 07:41 FROM

INTER - AMERICAN COMMISSION ON HUMAN RIGHTS COMISSION INTERAMERICANA DE DERECHOS HUMANOS COMISSÃO INTERAMERICANA DE DIREITOS HUMANOS COMMISSION INTERAMÉRICAINE DES DROITS DE L'HOMME



ORGANIZATION OF AMERICAN STATES WASHINGTON, D.C. 20006 U.S.A.

000812

June 21, 1996

Ref: Gangaram Panday (10.274)

Mr. President:

06/21/80

On behalf of the Inter-American Commission, I have the honor to acknowledge receipt of the letter dated May 30, 1996, signed by Secretary Manuel Ventura Robles, requesting an update on the status of compliance with the judgment rendered by the Honorable Court in the above referenced case.

The Commission, through a representative of the human rights organization involved in this case, sought information from the surviving family members of the victim. It is the Commission's understanding at this time that the State of Suriname has not yet complied with the judgment of the Honorable Court. According to the information gathered, the widow of the victim and mother of his children has not been paid the US\$10,000 compensation the Court directed be distributed to her and to the children. An immediate family member indicated that the Government has made no sign of recognition of its responsibility in this case.

Full compliance with all judgments of the Honorable Court is, of course, essential to the proper functioning of the inter-American system for the protection of human rights. If additional information would be of use to the Court in this matter, the Commission is at its disposal to initiate further measures.

Please accept, Judge Fix-Zamudio, the renewed assurances of my highest consideration.

Sincerely,

/ Jorge E. Taiana Executive Secretary

Doctor Héctor Fix-Zamudio President Inter-American Court of Human Rights San José, Costa Rica

Doctor Héctor Fix-Zamudio President Inter-American Court of Human Rights San José, Costa Rica CORTE I. D. H.

21 JUN. 1996

RECIBIDO

RECEIVED DATE : 06/21/96 14:26 FROM

INTER - AMERICAN COMMISSION ON HUMAN RIGHTS COMISION INTERAMERICANA DE DERECHOS HUMANOS COMISSÃO INTERAMERICANA DE DIREITOS HUMANOS COMMISSION INTERAMÉRICAINE DES DROITS DE L'HOMME



ORGANIZATION OF AMERICAN STATES WASHINGTON, D.C. 20006 U.S.A.

000813

June 21, 1996

Ref: Alocboetoe et al. (10.150)

Mr. President:

On behalf of the Inter-American Commission on Human Rights, I have the honor to acknowledge receipt of the letter dated May 30, 1996, signed by Secretary Manuel Ventura Robles, recalling that the Commission had indicated in January of 1996 that representatives of the human rights organization Moiwana'86 were planning to travel to the interior of Suriname in February of this year, and that any results of this visit would be duly communicated to the Honorable Court.

Accordingly, the Commission has been in contact with Moiwana'86 to ascertain whether the organization could provide updated information on the status of compliance with the judgment on compensation rendered in this case. Unfortunately, Moiwana'86 has informed us that its representatives were not able to visit the interior in February, as had been planned. Climatic conditions would make a visit during these current months very difficult. The Executive Director of Moiwana'86 indicated that they were considering making such a trip in August of this year.

At this time, reports concerning the payment of pecuniary compensation indicate that this is proceeding according to the directives established by the Court. The Commission reiterates its great satisfaction with the overall status of compliance in this case. However, the Commission continues to have concerns about the non-pecuniary reparations required by the Court, namely the re-establishment and continued operation of the school and clinic in Gujaba.

The information provided by the Aloeboctoe Foundation to the Court by note of June 6, 1996 does not fully respond to the concerns the Commission indicated in its observations of January 31, 1996 on this matter. Unfortunately, due to the isolated geographical location of the victims, the Commission is unable to offer new first-hand information on these aspects of the judgment at this time. The Commission hopes to be able to provide additional information to the Court at the close of August of this year.

Doctor Héctor Fix-Zamudio President Inter-American Court of Human Rights San José, Costa Rica

RECEIVED DATE : 06/21/96 14:28 FROM

000814

We believe the continued reporting of the Aloeboetoe Foundation will enable the Court to ensure full compliance with its judgment. In this respect, we believe that it is very important that the Honorable Court continue to retain its jurisdiction in this matter until it has been clearly demonstrated that all aspects of its judgment have been fully complied with.

Please accept, Judge Fix-Zamudio, the renewed assurances of my highest consideration.

Sincerely,

Forge E. Taiana Executive Secretary

RECEIVED DATE : 06/21/96 14:28 FROM