PASAY TRANSPORTATION CO.

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PASAY TRANSPORTATION CO., INC., ARLEGUI, MANILA, P.I.

#### LIST OF DRIVERS AND MECHANICS WHO SERVED THE USAFFE

- 1. Alfiler, Asislo
- 2. Alvarez, Quirino
- 3. Aquino, Leonardo
- 4. Austria, Macario
- 5. Banas, Eusebio
- 6. Barria, Escolastico
- 7. Belda, Potenciano
- 8. Bisquerra, Anacleto
- 9. Botor, Angel
- 10. Calderon, Esteban
- 11. Camaclang, Maximo
- 12. Carito, Santiago
- 13. Cadava, Rufino
- 14. Calendas, Miguel
- 15. Capillo, Julio
- 16. Cillano, Victor
- 17. Clarin, Epifanio
- 18. Cordova, Jose
- 19. Cruz, Ernesto
- 20. Cruz, Maximo
- 21. Dixon, Alberto
- 22. Duenas, Eleuterio
- 23. Espanto, Marcelo
- 234 Esquerra, Juan
- 24. Eugenio, Simplicio
- 25. Faina, Nemesio (x)
- 26. Francisco, Julian
- 27. Guillen, Roque
- 28. Gangoso, Antonio
- 29. Gatmaitan, A.
- 30. Germiniano, Sergio
- 31. Gonzales, Hipolito
- 32. Gromo, Sabas
- 33. Guzman, Isaias de
- 34. Hidalgo, Aurelio
- 35. Hidalgo Jose
- 36. Ilano, Raymundo
- 37. Kalara, Hilario (x)
- 38. League, Colso
- 39. Leon, Alejandro de
- 40. Lopez, Primitivo
- 41. Lorenzo, Severino
- 42. Madlansakay, Gonzalo
- 43. Manas, Santiago
- 44. Marcelino, Francisco
- 45. Martinez, Elisso
- 46. Mendoza, Pio
- 47. Mendoza, Simeon
- 48. Menguito, Adriano
- 49. Miranda, Ernesto
- 50. Morata, Teodoro

#### brought forward

51. Natalia, Eduardo 52. Ocampo, Pedro 53. Olba, Francisco 54. Orosca, Rogaciano 55. Paras, Eulogio 56. Pedro, Bernandino de 57. Rosario, Ramon del 58. Ramos, Nicanor 59. Reyes, Leoncio 60. Rocha, Gregorio 61. Sacdalan, Marcelo 62. Salas, Vicente 63. Santos, Jose 64. Sanches, Teodorico 65. Santos, Antonio 66. Saños, Pontador 67. Sapuan, Buenaventura 68. Tumbagahan, Iluminado (x) 69. Teaño, Claro 70. Vinluan, Florentino 71. Sebastian, Mateo 72. Castillo, R. de --- Inspector 73. Rafael, G. --- Mechanic (x) 74. Porcadela, Hortencio 75. Alfonso, S. 76. Bugayong, Lauro (x) 77. Remontilla, Alfonso (x)

Note: (x) Reported dead

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#### AFFIDAVIT

UNITED STATES OF AMERICA )
COMMONWEALTH OF THE PHILIPPINES) S.S.
CITY OF MANILA )

- I, Enrique Monserrat, of legal age, married, Filipino citizen, and with residence and postsl address 588 Legarda, Sampaloc, Manila, after having been duly sworn to according to law, depose and say;
- 1. That I am the President and General Manager of the PASAY TRANS-PORTATION CO., INC., a domestic corporation organized and existing under the laws of the Philippines, engaged in transportation business, by virtue of a Certificate of Public Convenience duly issued to it by the Public Service Commission since the year 1927; operating buses on different routes from Manila to the province of Cavite and vice versa and from Manila to Montalban and vice versa;
- 2. That the PASAY TRANSPORTATION CO., INC. is a one hundred percent (100%) Filipine corporation with a 100% Filipine Capital and that all its stockholders are Filipine citizens, no certificate of stock of which is being held or owned by enemy alien or enemy national;
- 3. That the PASAY TRANSPORTATION CO., INC., being as it were a pioneer bus company in the Philippines, started operation sometimes in the year 1927 with a handful of units and thru the initiative of the Management of the same grew up to become one of the largest transportation companies to operate in the Philippines before the outbreak of the war;
- 4. That prior to December 8, 1941, which was the date of the outbreak of the Pacific war, the PASAY TRANSPORTATION CO., INC., has in operation a total unit of 142 auto-trucks, plus a supplemental service of 3 service cars and 2 jitneys, some units of which were scheduled to operate on a line from Manila to Cavite for the particular benefits of the members of the U.S. Navy who were then stationed at the Cavite Navy Yard;
- 5. On December 8, 1941, when the news was officially received in the Philippines of the hostility in the Pacific involving the Government of the United States against the Imperial Government of Japan, the U.S. Armed Forces in the Far East, under the direct command of the General of the Army, Douglas McArthur, and with previous understandings with the Commonwealth Government, in gearing all the available resources in the Philippines necessary for its defense, commandeered most of the units of almost all transportation companies which were then operating in the Philippines; the PASAY TRANSPORTATION CO., INC. which has always shown its willingness to cooperate and to contribute to the cause, was one of the various transportation companies whose units were commandeered;
- 6. That in a series of conferences before December 8, 1941, the USAFFE invited all transportation companies or operators for a complete and detailed discussion and study as to what will be the policy or acts to be done in the event and in case the U.S. Army, during a crises, would pursue in solving transportation necessities needed by them, in which conferences the PASAY TRANSPORTATION CO., INC. was always present and was represented by Mr. Jose B. Estella, Traffic Manager, and my personal representative to the same;
- 7. That I was made to understand personally by the officials of the USAFFE headquarters under the command of Colonel Quinn, Officer in charge of the USAFFE Motor Transportation Division, that for every unit or bus the

USAFFE will have to commandeer from us, the United States Government obligates itself to pay a daily rental of Forty two pesos (P42.00), out of which tree pesos (P3.00) should be set aside as the corresponding wage or salary of the driver per unit, the U.S. army taking care of the gasoline and lubricating oil necessary to operate the said autotrucks; that such rental would run from the date of the commandeering up to the time the said units are released by the USAFFE, and in case, however, the unit or units could not be returned to us due to any exigency, the USAFFE would consider any unit unreturned as a total loss and payment of the value would be paid to us accordingly;

- 8. That on December 8, 1941, all the operating units of the PASAY TRANSPORTATION CO., INC. totalling to a number of 142 buses were commandeered, thru direct orders from Colonel Quinn, rallied to us by junior officers under his command who personally came to our office, sometimes thru telephone orders, among whom was Major Zobel (P.A.), USAFFE; that out of the 142 buses we had, 102 buses were taken by the US.army from our garage and stations in Manila and in Paranaque which were later taken to Bataan; 23 among the remaining units were completely destroyed as a result of a Japanese aerial bombardment in the night of December 15, 1941 when a direct hit was registered on the back part of our building adjacent to Nichols Field, and most of the remaining 17 units left in our possession were confiscated by the Japanese without issuing to us any receipt whatsoever and which were never returned to us;
- 9. That in order to operate the above-stated number of trucks (102) commandeered from us, we initially supplied the USAFFE gasoline totalling to 10,200 liters;
- 10. That a detailed list with the corresponding technical description of each and every unit totalling to 102 trucks taken from us by the USAFFE and taken to Bataan are hereby enumerated in Exhibit "A", which is hereto attached as part of this Affidavit, containing the following information: Bus No., Make, Model, Original Cost, and Reasonable Valuation;
- II. That as per instruction of Colonel Quinn, the PASAY TRANSPORTA-TION CO., INC., was ordered to present Bills of Account, covering the autotrucks or buses commandeered, which we did, with the intention of paying us every tree (3) days as long as they are using and in need of the same, but we were not able to collect a single check from the USAFFE due to the fact that, for strict military exigincies, they moved out from the City, without notice;
- 12. That in arriving at the reasonable value which we placed for each unit, the following considerations were taken into account:
  - (a) The condition of the bus of unit at the time it was commandeered:
  - (b) Its serviceability, and
  - (c) Cost price of each individual unit;
- 13. That a detailed statement of the total value (reasonable valuation) of the 102 cars above-mentioned is stated in Exhibit "B";
- 14. That up to this date, not even a single unit of the 102 units commandeered from the PASAY TRANSPORTATION CO., INC. was ever returned, and that considering the length of time that has elapsed, plus the fact of the regrettable surrender of the USAFFE in Bataan on April 8, 1942, all the said units could be reasonably given up as lost;

- 15. That during the ruthless Japanese occupation, more than three years of misery and privations, the PASAY TRANSPORTATION CO., INC. has always maintained a determined stand that could be interpreted in no other sense than absolute loyalty to the Governments of the United States and Philippine Commonwealth, instances will show beyond any doubt of the unequivocal stand of this Company when even I and my family were persecuted by the Japanese Military Police on charges of non-cooperation, hostility to the Japanese cause, as well as, charges of giving direct aid to some of the American internees who were locked up at the Sto. Tomas Concentration Camp; that there were numerous instances in which myself is is prevailed upon and instigated by the military authorities of the PASAY TRANSPORTATION CO., INC., including a very tempting offer of P3,000,000.00 cash named as a price for the total purchase of whatever units and equipments remained in the pessession of the PASAY TRANSPORTATION CO., INC. and the MANILA YELLOW TAXI CAB CO., INC. of which companies I am both the President and General Manager; that I can proudly state at this juncture that I have never sold even a single piece of material belonging to the PASAY TRANSPORTATION CO., INC. or to anybody, especially the Japanese, and that whatever equipments we have including unusable scrap are still in the premises of the Company at present;
- 16. That on the most welcome day which all loyal Filipine have been waiting for, which was no other than the liberation of the City of Manila by the American Forces of Liberation, the first thing I did was to place at the disposal of the US. Army authorities all the available resources remaining in the hands of the PASAY TRANSPORTATION CO., INC. with no other purpose than to contribute humbly of whatever is left in the equipments of our Company to hasten the destruction of the common enemy;
- 17. That all facts stated in this AFFIDAVIT are true and correct and that no misrepresentation or falsehood have tainted the relation of the same and that all these facts set forth above are made without any mental reservation on my part.

IN WITNESS WHEREOF, I have hereunto set my hands on this 14th day of June 1945, at the USAFFE CLAIMS OFFICE, 7th floor, Trade and Commerce Building, Manila, Philippines.

/s/ Enrique Monserrat
/t/ ENRIQUE MONSERRAT
President & Gen. Manager
PASAY TRANSPORTATION CO., INC.

Subscribe and sworn to before me this 14th day of June, 1945 at the office of the USAFFE CLAIMS OFFICE, 7th floor, Trade and Commerce Building, affiant exhibiting to me his Res. Certificate No. A-756083 issued at Manila on May 24, 1945.

/s/ Maurice Ross /t/ MAURICE ROSS Capt. Inf.

Cartified true copy Robert J. Helloway Robert Sef Selloway Sweetigeting office STATEMENT OF COLONEL MICHAEL A. QUINN ON THE MORNING OF 22 SEPTEMBER 1945 WITH RESPECT TO THE CLAIMS OF

MANILA YELLOW TAXICAB COMPANY

- and the -

PASAY TRANSPORTATION COMPANY, INCORPORATED

Comments on Enrique Monserrat's Affidavit:-

## RE: Paragraph 7

I do not recall that I have sent a USAFFE officer to the Manila Yellow Taxicab Company on the morning of December 8, 1941. I had no authority to do so because I was not a member of the USAFFE Staff. The only captains in my organization at the time were A. J. Montgomery and James Trippe and I am positive neither of these two officers went to the office of the Manila Yellow Taxicab Company on the date mentioned. However, we rented cabs from the Manila Taxicab Company to augment our passenger transportation shortly after the war broke out.

### RE: Paragraph 8

The phrase

"for every big cab of the Manila Yellow Taxicab Company commandeered the U. S. Army is required to pay, a daily rental of \$18.00 and for a small cab it will be paid a daily rental of \$15.00",

is not understood because when a vehicle was commandeered it becomes under the complete control of the military establishment and
therefore no daily rental is involved.

#### RE: Paragraph 10

The USAFFE is a higher echelon headquarters and I can hardly imagine that it can take orders from me.

#### RE: Paragraph 11

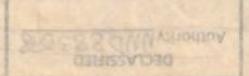
As far as I can remember, the Finance Office, located at Villamor Hall, University of the Philippines, had been paying bills as late as December 30, 1941 and I believe that if the company did not collect the money that was coming to them after they had the opportunity to do so and after purchase orders had been issued to cover, it is a matter for the company to straighten out.

PASAY TRANS. CO., INC. - Monserrat

#### RE: Paragraph 7

I believe that the claimant was misinformed as to the set up of the USAFFE Headquarters. In the first place, I was never a USAFFE Motor Transport Officer. The use of the word "commandeer" is not understood. It states-

"for every big cab of the Manila Yellow Taxicab Company commandeered the U. S. Army is required to pay, a daily rental of \$18.00 and for a small cab it will be paid a daily rental of \$15.00".



This statement is inconsistent because when a vehicle was commandeered it becomes under the complete control of the military establishment and no daily rental is involved. I cannot recall that the drivers were to be paid \$73.00 a day because when a vehicle is hired, it is understood that the cost for the hiring of the vehicle includes the salary of the drivers; fuel and oil is a proper charge against the U. S. Army.

### RE: Paragraph 8

I did not commandeer any of the trucks belonging to this company. It is possible that Major Zobel, PA, did but I have no recollection of having any dealings with him.

### RE: Paragraph 9

The supply of gasoline was not a function of the Department Transportation Officer at the outbreak of war and it had only come under its control when the Philippine Motor Transport Depot was reorganized into a Motor Transport Service on March 20, 1942.

### RE: Paragraph 11

It is my personal knowledge that purchase orders were issued and paid for by the Finance Office, located at Villamor Hall, University of the Philippines, as late as December 30, 1941.

# RE: Affidavit of Angel M. Castano

I do not believe that the annexes referred to in sub-paragraphs (a) and (b), paragraph 4, of affidavit of Angel M. Castaño have any bearing on the claim of the Manila Yellow Taxicab Company and the Pasay Transportation Co., Inc.

# RE: Affidavit of Jose B. Estela

Statement in paragraph 3 is correct except the phrase quoted below:

> "all the units commandeered will be returned to their respective companies; that in case any unit commandeered could not be returned, it would be considered a total loss and the corresponding value will be paid to the company concerned".

This, in my opinion, should be a matter for determination on the part of the Claims Board.

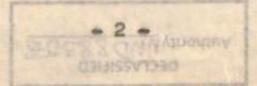
The statement contained in paragraph 4 is not understood, as I was not on any mission in or around Manila on the morning of December 8, 1941. I have no recollection of having any dealings with Captain Zobel, as I have not heard of him before.

#### RE: Paragraph 6

considering the unauthorized taking of motor vehicles during the first Philippine phase of the war, it is fairly possible that vehicles were taken away from them.

## RE: Paragraphs 8 and 9

Not understood.



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### Rei Paragraphs 10 and 11

I do not think a check needs more than one signature. As far as I can recollect, United States Treasury warrants are not required to be countersigned. To my personal knowledge, the Finance Office was located at Villamor Hall, University of the Philippines, and they were paying bills as late as 30 December 1941.

## RE: Paragraph 12

I have no personal knowledge. These vehicles could have been taken to Bataan by the Philippine Army.

/s/ M. A. Quinn Col. Q.M.C.

Certified town copy Robert Holloway Red At If Sweetigating affice.