Cherett this pile is a: Master file Dayao Bus

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STEase. Gentlers CONTROL OF US ARMY STOP IF YES PLEASE INFORM NUMBER OF LABORESS CMA PERIOD WORKED CMA AND DAILY WARS INCLUDED IN AGRESMENT STOP PLEASE EXPEDITE RADIO

CHISF OF CLAIMS SERVICE

CLARE SANLIND Captain, QNC Militery Fersonnel Officer This is the status of the Davao Autobus Company Wage Claims to date. Eighty-nine (89) employes have actually filed claims although Nr. Enrique Ponce, the manager of the Davao Autobus Company, has informed that additional employes were rendering services and likely filedcolaim for compensation.

The vehicles of the Davao Autobus Co, were commandeered on or about 10 December 1941.

It is not believed that there was an actually induction of any of the employes of the Davao Autobus Co, into the USAFFE as civilian employes, however, the fact remains that the majority if not all of the units of the Davao Autobus Co, were under army control, driven, conjunted, repaired and servicedly DA.Bosco employee

The employes of the Davao Autobus co, are paid by-weekly.

On 15 December 1941 they were paid as usual by the Davao Autobus Co for the period 1 to 15 December, which included as well to 15
the period 8 or 10/December 1941 when they were allegedly in the employ of the U.S. Army. It is believed that the Davao Autobus Co will file a claim for reimburse and that period during which they were not working exclusively for that Dabusco.

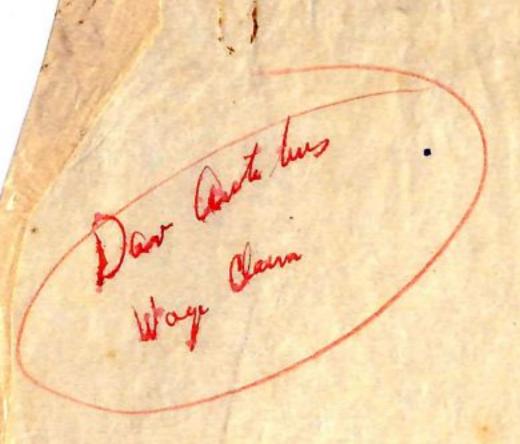
Individual claims therefore should not be getterfi in fina

Evidence secured from the persons in Tavao most likely to know the details surrounding this incident indicates only that these men were handling vehicles the control of which was in the hands of the U.S. Army. Each informs me that it is very sunreasonable to believe that any formal or informal written or verbal agreement was entered into which would in any fashion establish the status of these employes. A cablegram has been sent to Col Hilsman regarding this claim. As well, it is suggested that Col Gregorio Ferreol at headquarters Philippine Army, Camp Murphy, Landla, be interviewed for a comprenshive and ameloscent statement, Since he

has prepared favorable affidavits for claimants.

Supplemental forms are being filled out by the claimants whose claims are already been filed and the receipt of additional claim is anticipated.

GERARD HARRINGTON, JR. Claims Investigator



MANILA 27 AUGUST

7

DOLONG ROOM HILLSMAN

SINTH ARM

PRISIDIO SAN PRANCISCO, CALIFORNIA

MORE THAN TWO HINDRED CLAIMANTS HAVE PILED WAGE CLAIMS FOR PAYMENT OF
WAGES PERFORMED FOR US ARMY AT DAVAG AUTOBUS COMPANY DURING PERIOD FACILITIES OF
AUTOBUS COMPANY WERE TAKEN OVER BY US ARMY STOP CLAIMS SUSPENDED PENDING REFLY
FOLLOWING QUESTIONS COLON WAS AGREEMENT MADE BETWEEN US ARMY AND DAVAG AUTOBUS
COMPANY FOR US ARMY TO PAY DAVAG AUTOBUS LABORRES WHILE FACILITIES WERE URDER

DECLASSIFIED
Authority NND 883078

I, MERLE S. ROBIE, of legal age, married, an American citizen and presently residing in Davao City, Mindanao, do depose and state:

That on 10 December 1941, at a meeting held in Davao Club in Davao City, Davao, in which various members of the community were asked to perform duties solely on a voluntary basis for the U.S. Army, I was appointed by Lt-Colonel Roger Hilsman to be Chairman of the Food Administration and Supply Procurement Committee for the U.S. Army in the Davao Area;

That cards were issued and signed by Lt-Colonel Hilsman which was stated as well as I can recall at this time:

"TO WHOM IT MAY CONCERN:

The bearer is hereby appointed my personal Aide and his orders will be carried out under penalty.
etc. etc.

(Sgd) Lt-Colonel ROGER HILSMAN Commanding Officer, USAFFE, Davao Area";

That in my capacity as Head of the Food Administration and Supply Procurement Committee, the following is to the best of my knowledge and belief what actually happened in so far as procurement of vehicles and services of the employees of the Davao Autoous Company is concerned:

Having been present at some interviews between Mr. Burchfield, Lt-Colonel Hilsman and officials of the Davao Autobus Co, and from personal observation, I know that the majority of the vehicles of the Davao Autobus Co were procured for the use of Colonel Hilsman's forces. I do not believe everyone of their units was taken, for even until the Japanese invasion of Davao, units were still rendering civilian transportation service in the city and around the area of Davao Province;

I know these vehicles which had been taken over by the Army from the Davao Autobus Co. during this 12 day period, were staffed by personnel of the Davao Autobus Co and, as well as, serviced and repaired by Davao Autobus Co personnel in their own motor pool. In all fairness, I must state that I do not know the details of any arrangement made by the Davao Autobus Co and Army officials or representative regarding turning over of their personnel and shop to the army; however, in view of the fact that the majority of the Davao Autobus Co units were used by the army and repaired in their own shop, I should say that the personnel of the company are entitled to some reasonable compensation for their work.

MERLE S. ROBIE

I certify that the foregoing statement was made by the person signing same voluntarily before me this 22 day of October 1947 at Davao City, Davao.

Assistant Director

Claims Service Mobile Team 12

I, MERLE S. ROBIE, of legal age, married, an American citizen and presently residing in Davao City, Mindanao, do depose and state:

That on 10 December 1941, at a meeting held in Davao Club in Davao City, Davao, in which various members of the community were asked to perform duties solely on a voluntary basis for the U.S. Army, I was appointed by Lt-Colonel Roger Hilsman to be Chairman of the Food Administration and Supply Procurement Committee for the U.S. Army in the Davao Area;

That cards were issued and signed by Lt-Colonel Hilsman which was stated as well as I can recall at this time:

"TO WHOM IT MAY CONCERN:

The bearer is hereby appointed my personal Aide and his orders will be carried out under penalty.

(Sgd) Lt-Colonel ROGER HILSMAN Commanding Officer, USAFFE, Davao Area";

That in my capacity as Head of the Food Administration and Supply Procurement Committee, the following is to the best of my knowledge and belief what actually happened in so far as procurement of vehicles and services of the employees of the Davao Autobus Company is concerned:

Having been present at some interviews between Mr. Burchfield, Lt-Colonel Hilsman and officials of the Davao Autobus Co, and from personal observation, I know that the majority of the vehicles of the Davao Autobus Co were procured for the use of Colonel Hilsman's forces. I do not believe everyone of their units was taken, for even until the Japanese invasion of Davao, units were still rendering civilian transportation service in the city and around the area of Davao Province;

I know these vehicles which had been taken over by the Army from the Davao Autobus Co. during this 12 day period, were staffed by personnel of the Davao Autobus Co and, as well as, serviced and repaired by Davao Autobus Co personnel in their own motor pool. In all fairness, I must state that I do not know the details of any arrangement made by the Davao Autobus Co and Army officials or representative regarding turning over of their personnel and shop to the army; Mowever, in view of the fact that the majority of the Davao Butobus Co units were used by the army and repaired in their own shop, I should say that the personnel of the company are entitled to some reasonable compensation for their work.

MERIE S. ROBIE

I certify that the foregoing statement was made by the person signing same voluntarily before me this 22 day of October 1947 at Davao City, Davao.

GERARD HARRINGTON, JR.

Claims Service Mobile Team 12

I, MERLE S. ROBIE, of legal age, married, an American citizen and presently residing in Davao City, Mindanao, do depose and state:

That on 10 December 1941, at a meeting held in Davao Club in Davao City, Davao, in which various members of the community were asked to perform duties solely on a voluntary basis for the U.S. Army, I was appointed by Lt-Colonel Roger Hilsman to be Chairman of the Food Administration and Supply Procurement Committee for the U.S. Army in the Davao Area;

That cards were issued and signed by Lt-Colonel Hilsman which was stated as well as I can recall at this time:

"TO WHOM IT MAY CONCERN:

The bearer is hereby appointed my personal Aide and his orders will be carried out under penalty.

(Sgd) Lt-Colonel ROGER HILSMAN Commanding Officer, USAFFE, Davao Area";

That in my capacity as Head of the Food Administration and Supply Procurement Committee, the following is to the best of my knowledge and belief what actually happened in so far as procurement of vehicles and services of the employees of the Davao Autobus Company is concerned:

Having been present at some interviews between Mr. Burchfield, Lt-Colonel Hilsman and officials of the Davao Autobus Co, and from personal observation, I know that the majority of the vehicles of the Davao Autobus Co were procured for the use of Colonel Hilsman's forces. I do not believe everyone of their units was taken, for even until the Japanese invasion of Davao, units were still rendering civilian transportation service in the city and around the area of Davao Province;

I know these vehicles which had been taken over by the Army from the Davao Autobus Co. during this 12 day period, were staffed by personnel of the Davao Autobus Co and, as well as, serviced and repaired by Davao Autobus Co personnel in their own motor pool. In all fairness, I must state that I do not know the details of any arrangement made by the Davao Autobus Co and Army officials or representative regarding turning over of their personnel and shop to the army; however, in view of the fact that the majority of the Davao Butobus Co units were used by the army and repaired in their own shop, I should say that the personnel of the company are entitled to some reasonable compensation for their work.

Jan Bull when

I certify that the foregoing statement was made by the person signing same voluntarily before me this 27 day of October 1947 at Davao City, Davao.

GERARD HARRINGTON,

Claims Service Mobile Team 12

Authority NND 883078

AFFIDAVIT

I, GREORIO F. FERREOL, of legal age, It. Colonel G. H. C., Halippine Army, after being duly swern seconding to law depose and says

> That at the outbreak of the war, I was the Provincial Inspector of the Philippine Constabulary of the City and Province of Boyas until Becember 9, 1941; thereafter I became the Executive Officer of the Davas Constebulery under Colonel Roger Hillsman, U. S. A., the Commender of the Dave Sector of the IBAFFE;

That by the order of said Colonel Repor Hillsman, the busses of the Davas Autobus Co., Inc., were commandered by the USAFFE for Official use;

That for lack of drivers and mechanics, all the employees of the Davas Autobus Co., Inc., were ordered to stend by for 24 hours and were subsequently inducted by Capt. J. Richardson at Camp Benifucie, and after induction they were at once assigned of the Davao Headquarter.

Further, I say not.

(Sgd.) CHECONIO F. FER HEOL (0-1116)

SUBSCRIBED AND SWORN to before me this 3rd. day of July, 1946. Affient is exampt from residence certificate for being a member of the Armed forces.

> (Sgd.) CIPRIABO DE LOS REYES MOATRY PUBLIC My cormission expires on Dec. 31, 1946

Doc- Ho. 113,

Book XI, Year 1946

CERTIFICATION

This is to certify that the foregoing affidavit is a true and exact copy of the original which was shown to me by Mr. Enrique Ponce, Manager of the Davao Autobus Company.

Davao City, Philippines, November 14, 1946.

TIBURCIO S. CERVANTES Notary Public Until Dec. 31, 1946

Doc. No. 393 Page

Book I, series of 1946.

CANCEL THIS STAMP BY STAMPING DATE OF ON DOCUMENT

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4 4 THE PERSON NAMED AND PARTY OF ADMINISTRATION AND PERSONS AND AND BY THE PARTY OF STREET CARD TO STREET AND ADDRESS · 例目,其他一下。4位数 200 ° 00 %的概念如,在10 20 20 的数 AND THE PERSON AND PERSON ASSESSED TO A PROPERTY OF THE PERSON AND the to the the things of the state of the st A SEC THE REST OF MARKET S PORT SALES OF MERCHANICAL SEC VALUE the comment of the second of t the Interest of the State of the Sales of the Park The amountained the project of the state of the THE RESIDENCE OF THE PARTY OF T The contract water and the contract of the con PROCESSION OF THE PARTY OF THE ACRES SERVE TO A THE PARTY NAMED IN Cont. Comments () Certifical THE RESERVE THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED I of the commence of the commenc A SECURITY TO SECURE THE PARTY OF THE PARTY Part the relating entrant autocomes of SOUR TOOK I NOT SOUR ALL ALL AREA MOTTADITITION The is to santify that the foregoing efficiently is a true and exets comy of the original welches shown to me direct. erique Ponce, Meneger of the Davas Autobus Company, .. Davas City, Philippines, Hoventer 18, Thos. STEEL STREET of the state of th DECLASSIFIED Authority NND 883078

CANGEL THIS

I, ILDEFONSO JOVEN, a Filipino, married, of legal age and resident of Bonifacio Street, Davao City, do depose and state:

That at the outbreak of war in December 1941 in Davao City, I was the Assistant Dispatcher in the Army Motor Pool under the direction of David Burchfield;

That it is my belief that the buses of the Davao Autobus Company were commandeered by the Civilian Emergency Administration shortly after the outbreak of war in 19 December 1941.

That, as well, services of the drivers and conductors of these buses were commandeered in order that the buses might be operated.

That after commandeering, servicing, upkeep and repair of the buses was continued by the personnel of the Davao Autobus Company at the Davao Autobus Company Motor Pool.

That I am not aware of whether or not the employees were officially inducted as civilian employees of the U.S. Army, or if there was any agreement, written, verbal or understood that they were to be civilian employees of the U.S. Army with compensation arising therefrom.

ILDEFONSO JOVEN

I certify that the foregoing statement was made by the party who signed same voluntarily before me this 5 day of October.1947.

GERARD HARRINGTON, JK Claims Investigator

jgjr:jmj

Authority NND 883078

I, ILDEFONSO JOVEN, a Filipino, married, of legal age and resident of Bonifacio Street, Davao City, do depose and state:

That at the outbreak of war in December 1941 in Davao City, I was the Assistant Dispatcher in the Army Motor Pool under the direction of David Burchfield;

That it is my belief that the buses of the Davao Autobus Company were commandeered by the Civilian Emergency Administration shortly after the outbreak of war in 19 December 1941.

of these buses were commandeered in order that the buses might be operated.

That after commandeering, servicing, upkeep and repair of the buses was continued by the personnel of the Davao Autobus Company Motor Pool.

That I am not aware of whether or not the employees were officially inducted as civilian employees of the U.S. Army, or if there was any agreement, written, verbal or understood that they were to be civilian employees of the U.S. Army with compensation arising therefrom.

ILDEPONSO JOVEN

I certify that the foregoing statement was made by the party who signed same voluntarily before me this day of October.1947.

CLAIMS Investigator

jgjr:jmj

I, PANTALEON A. PELAYO, of legal age, married and resident of Davao City, Davao, do depose and state:

That on or about September 1940, I was appointed the Mayor of Davao City, which post I held until December 20,1941, the date of the surrender of Davao City;

That after the declaration of war in 8 December 1941,
I was given emergency powers from my superiors in Manila to
act according to the circumstances; I was ordered and authorized by Colonel Hilsman to head the Civilian Emergency Administration, an organization made up of the city officials and
notables with duties of caring for the welfare of the people
in Davao City; to appoint parashooters, members of the volunteer
guards, and recruit laborers to build trenches as well as the
endless duties which the city mayor would have under such circumstances:

That because of my position , I am acquainted with the happenings during the USAFFE period in Davao City;

That I am aware that the facilities of the Davao Autobus Company were commandeered under orders of Lt-Colonel Roger Hilsman, including the personnel of the Davao Autobus Company who, as I understand, were verbally appointed as civilian employees of the army and promised compensation therefor;

That in view of the fact that the Davao Autobus Company was the largest of its kind in the city and the greatest number of vehicles commandeered from it thean any one other agency, it was necessary that the facilities of their motor pool, as well, be commandeered to service and keep running the buses formerly belonging to the Davao Autobus Company. I do not believe however, that army vehicles other than the former Davao Autobus Company buses were serviced there, for I recall that all other commandeered vehicles were serviced and repaired in the motor pool established by Mr. David Burchfield;

That because of the need for haste Colonel Hilsman never specified how these employees were to be paid, when they were to be paid, but it is safe to be paid, nor how much they were to be paid, but it is safe to assume that Col. Hilsman meant that the U, S. Army was to pay these individuals reasonable compensation for services rendered by them as soon as the Army was in a position to do so;

That the foregoing statement made by me is true and correct to the best of my knowledge and belief. I hereunto set my hand this 2 day of October 1947 in the City of Davao, Davao, Mind.

PANTALION A. PELAYO

I certify that the foregoing statement was made by the person signing same before me this 2 day of October 1947 in the City of Davao, Davao.

ERARD HARRINGTON, JR.

Claims Investigator

Authority NND 883078

AFFIDAVIT

UNITED STATES OF AMERICA.)	
COMMONWEALTH GOVERNMENT)	
OF THE PHILIPPINES,) 5.8	5.
CITY OF DAVAO.))	
	-)	

- That I, Cipriano Mercado, of legal age, married, Filipino and temporarily residing in the barrio of Talomo, Davao City, Philippines, after being duly sworn to, depose, state and declare:
- 1.- That prior to the outbreak of the war, I was TRAFFIC MANAGER of the Davao Autobus Co. with seventy (70) buses in good running conditions.
- 2.- That said seventy (70) buses were and are classified as follows:
 - Eleven (11) Jitney of 3/4 Ton. Fifty-five buses of 1-1/2 Ton, and Four (4) buses of 2-1/2 Ton.
- 3.- That shortly after the outbreak of the war on December 8, 1941, I received an order from the Headquater of the USAFFE docated at the former Constabulary barracks to send all buses to their office with necessary personnel, and with further instructions that all personnel of the Company from Manager to the last employee of the Company be detailed on duty day night and placed under the control of the TRANSPORTATION UNIT of the USAFFE.
- 4.- That the nemes of the Office personnel, Mechanics, incharge of gasoline station, painters, drivers, inspectors, and conductors whom I can remember and recollect with the aid of some Inspectors, drivers and conductors, are as follows:

OFFICE PERSONNEL:

- Enrique Ponce, Manager; (2). Melecio Inigo, Book-keeper; (3). Teodorico Ando; (4). Estrella Sabio, Cashier;
 Dominga Oquias, Asst. Cashier; (6). -
- (7). Manuel Illores; Chief Clerk; (8). -Corazon Perez, Checker; (9). Magdalena Payot, Checker; (10). Vicente Roben, messenger,
- (11). Benjamin Inigo, Clerk.

MECHANICS:

(1). - Agustin Javier; (2). - Casimiro Pintor: (3). - Bonifacio Macapayad; (4).- Lino Mosquira; (5). - Andres Cruz; (6). Ramon Pascual; (7). - Exequiel Polomapoy; (8). - Maximiano Abellar;
(9). - Marvial Angeles; (10). - (11). - Alfonso de la Merced;
(12). - Venancio Acuna; (13). - Melecio Pintor (Tireman); (14). Hilario Canque; (15). - Ruperto Kangon; (16).- Conrado Inigo; (17). Guillermo Pictorán, and (18). - Procopio Sordinia.

GASOLINE STATION.

(1). - Alfonso Emia; (2). - Aurelio Likit, and (3). - Acuna (Washer).

PAINTERS:

(1). - Hermogenes Aquino; (2). - Jose Aquino; (3). - Maximino Pirales (Watchman).

CONDUCTORS:

(1). - Dionisio Amaga; (2). - Teodolo Seria; (3). - Alfredo Parsolis; (4). - Vevencio Olivo; (5). - Maximo Tagupa; (6). - Rufino Soyosa; (7). - Agaton Oracca; (8). - Conrado Manit; (9). - Florentino Amaga; (10). - Faustino Amaga; (11). - Erotido Embalzado; (12). - Esteban Reyes; (13). - Teofilo Liston; (14). - Elpido Megallos; (15). - Marciano Sever; (16). - Abraham Bero; (17). - Rosendo Diamante; (18). - Maximiano Rias; (19). - Antonio Soyacan, and (20). - Perfecto Liston.

DRIVERS:

(1). - Antonio Baluyot; (2). - Carlos Soriano; (3). - Teodulo Paculba; (4). - Isidro Baluyot; (5). - Tomas Avancena; (6). -Matias Anislag; (7). - Norberto Baluyot; (8). - Leonor Joven; (9).-Federico Baluyot; (10). - Resituto Lopez; (11). - Julio Tabotabo; (12). - Pedro Pulikit; (13). - Andres Bayo; (14). - Antonio Corcuera; (15). - Angel Lorenzo; (16). - Pedro Ando; (17). - Vicente Lardizabal; (18). - Federico Abique; (19). - Zacarias Meno; (20).-Antonio Soyacan; (21). - Custodio Lapaya; (22). - Maximo Vinluan; (23). - Jose Tabay; (24). - Baltazar Jeronilla; (25). - Juanito Pino; (26). - Alfonso Oxales; (27). - Lauro Miete; (28). - Graciano Mendoza; (29). - Andres Pintor; (30). - Frisco Alci; (31). - Marcelino Atilano; (32). - Tomas Nacorda; (33). - Fructueso Bulias; (34). - Maximiano Ebro; (35). - Agustin Juan; (36). - Conrado Corana; (37). - Francisco Clara; (38). - Ramon Geralem; (39). - Duenaventura Clarete; (40). - Ingracio Ando; (41). - Fortunato Monta; (42). -Patricio Loro; (43). - Amado Tabudlong; (44). - Anastacio Ragana; (45). - Donato Agua; (46). - Regraciano Fusconcillo; (47). - Crispulo Espenosa; (48). - Dionisio Sebalda; (49). - Jose Coronel; (50). Juan Gano; (51). - Baldomero Bacus; (52). - Gonzalo de los Reyes; (53). - Simeon Bacamente; (54). - Alfredo Valenzuna; (55). - Conrado Cabalit; (56) .- Primitivo Mariscal; (57) .- and Tirso Manit.

INSE: CTORS:

(1). - Bernardo Valleramos; (2). - Raymundo Plinos; (3). Pedro Damayo; (4). - Alejandro Baluyot; (5). - Emilio Manguiat; (6). Camilo Embalsado; (7). - Jesus Veloso; (8). - Temoteo Pasuelo; (9). Cristito Magdelo; (10). - Paterno Posadas; (11). - Lorenzo Mapala;
(12). - Galicano Bague; (13). - Anastacio Jumento; (14). - Pastor
Redulla; (15). - Pacifico Fernandez; (16). - Domingo Gomez; and (17)
- Banal/

5. - That said seventy (70) buses were distributed as follows:

Twenty-six (26) buses with drivers, inspectors and mechanics were assigned to DAVAC CADRE, where great forces of the USAFFE Were stationed;

Fourteen (14) buses with drivers, inspectors and mechanics were assigned to Constabulary Barracks where the Headquarters of the USAFFE was located;

Twenty (20) buses with necessary personnel were assigned to Matina Cabaret;

Five (5) buses also with necessary personnel were assigned to PUNTA DUMALAG,

Five (5) with likewise necessary personnel assigned to Talomo.

5. - That there were many among the personnel of the Davao Autobus Co. were killed and wounded in action at the encounter between USAFFE and Japanese forces, but the ones whom I can remember also with the heap of the personnel, were:

(1). - Casimiro Pintor, mechanic, killed in action. (2). - Antonio Baluyot, driver, wounded in action.

(4). - Vicente Lardizabel, " " " " (5) - Mercelino Atilano. " " "

(5). - Marcelino Atilano, " " " " (6). - Tomas Nacorda, " " " "

(7). - Agustin Juan, " " "

(8). - Comrado Corena , " " " (9). - Buenaventura Clarete, driver, killed in action

(10).- Ingracio Ando, " " "

(12).- Patricio Loro, " " " " (13).- Carlos Soriano, " wounded "

6. - That when the Japanese Imperial Forces have landed and occupied Davao on December 20, 1941, the drivers, inspectors, conductors, mechanics and other employees who were on duty were scattered and escaped to the mountains those who were not killed in a action, and when the American Forces recaptured Davao, many have returned to Davao where we meet each other. The buses which were not destroyed or burned were abandoned, and not even one bus was left of the seventy (70) buses, uncluding six (6) buses under construction and other equipments of the company.

IN WITNESS WHEREOF, I hereunto sign this at Davao City, this 3rd day of December, 1945.

/s/ Cipriano Mercado /t/ CIPRIANO MERCADO

Subscribed and sworn to before me this 3rd day of December, 1945. The affiant exhibited to me his residence certificate No. A-0081921, issued at Davao City, on 31st day of July, 1945.

/s/ Tiburcio S. Cervantes
/t/ TIBURCIO S. CERVANTES
Notary Public
Until Dec. 31, 1946.

Inst.... Page .3. Book 1, Series 1945.

CERTIFIED TRUE COPY
24 July 1947

GERARD HARRINGTON, JR.
Assistant Director

ssistant Direc

AFFIDAVIT

UNITED STATES OF AMERICA.)
COMMONWEALTH GOVERNMENT)
OF THE PHILIPPINES.) S. S.
CITY OF DAVAO.)

That I, ILDEFONSO B. JOVEN, of legal age, married, Filipino and resident of the City of Davao, Philippines, after being duly sworn to, depose and declare;

- 1.- That shortly after the outbreak of the war on December 8, 1941, Mr. David Burchfield was designated to take charge of the TRANSPORTATION UNIT of the USAFFE under Colonel Hilsman, to which I was then attached as his Assistant.
- 2.- That as such Assistant of Mr. David Burchfield in charge of the TRANSPORTATION UNIT of the USAFFE, I knew and I know that all BUSES of the Davao Autobus Co. were commandeered and placed under the control and disposition of the TRANSPORTATION UNIT of the USAFFE.
- 3.- That all personnel of said DAVAO AUTOBUS Co., from the Manager up to the last employee were advised and instructed to be on duty day and night and always ready upon call.
- 4. That practically all transportation facilities in Davao, such as automobiles, trucks and gasolines were likewise commandeered and placed under the control and disposition of the TRANSPORTATION UNIT of the USAFFE.

IN WITNESS WHEREOF, I hereunto sign this at Daveo City, this 4th day of December, 1945.

/s/ Ildefonso B. Joven

/t/ ILDEFONSO B. JOVEN

Subscribed and sworn to before me this 4th day of December, 1945. The affiant exhibited to me his residence certificate No. A-1024414, issued at Daveo City, on May 31st, 1945.

/s/ Jesus V. Occena

/t/ JESUS V. OCCEMA Notary Public Until December 31, 1946.

INST..12. PAGE 44.. BOOK 1, Series 1945.

CERTIFIED TRUE COPY:

24 July 1947

GERARD HARRINGTON, JR.

Assistant Director

Team 12

UNITED STATES OF AMERICA,) COMMONWEALTH GOVERNMENT)	
OF THE PHILIPPINES,	S. S.
CITY OF DAVAO.	

That I, CARLOS SORIANO, of legal age, married and resident of the City of Davao, Philippines, after being duly sworn to, hereby declare:

- 1.- That I was one of the drivers of the "DAVAO AUTOBUS CO.", with SEVENTY (70) buses in operation.
- 2.- That shortly after the outbreak of the wer on December 8, 1945, all buses of the Davao Autobus Co. were commendeered and all personnel from Manager to conductors were instructed to be on duty.
- 3.- That I was assigned to drive the bus No. 10 with destination at Cadre, Davao City, for the Usaffe soldiers.
- 4.- That at the encounter between the Usaffe and Japanese soldiers on December 20, 1941, I was wounded on my left arm and two other drivers were killed named Mariano Atilano and Engracio Ando.
- 5.- That I know very well that all SEVENTY (70) buses were commandeered and placed under the control and disposition of the of the Transportation Unit of the Usaffe.

IN WITNESS WHEREOF, I hereunto sign this at Davao City, Philippines, this 30th day of November, 1945.

s/ Carlos Soriano t/ CARLOS SORIANO

Subscribed and sworn to before me this 30th day of November, 1945. The affiant exhibited to me his residence certificate No. A-1877107, issued at Davao on July 10th, 1945.

s/ T. Cervantes t/ T. CERVANTES Notary Public Until Dec. 31, 1946

Inst. No. 5; Page 2
Book No. 1; Series of 1945

CERTIFIED TRUE COPY 24 July 1947

GERARD HARRINGTON, JR.
Assistant Director

Team 12

Authority NND 883078

AFFIDAVIT

UNITED STATES OF AMERICA,)
COMMONWEALTH GOVERNMENT)
OF THE PHILIPPINES,) S. S.
CITY OF DAVAO.)

That I, CARLOS SORIAMO, of legal age, married and resident of the City of Davao, Philippines, after being duly sworn to, hereby declare:

- 1.- That I was one of the drivers of the "DAVAO AUTOBUS CO.", with SEVENTY (70) buses in operation.
- 2.- That shortly after the outbreak of the war on December 8, 1945, all buses of the Davao Autobus Co. were commandeered and all personnel from Manager to conductors were instructed to be on duty.
- 3.- That I was assigned to drive the bus No. 10 with destination at Cadre, Davao City, for the Usaffe soldiers.
- 4.- That at the encounter between the Usaffe and Japanese soldiers on December 20, 1941, I was wounded on my left arm and two other drivers were killed named Mariano Atilano and Engracio Ando.
- 5.- That I know very well that all SEVENTY (70) buses were commandeered and placed under the control and disposition of the of the Transportation Unit of the Usaffe.

IN WITNESS WHEREOF, I hereunto sign this at Davac City, Philappines, this 30th day of November, 1945.

> s/ Carlos Soriano t/ CARLOS SORIANO

Subscribed and sworn to before me this 30th day of November, 1945. The affiant exhibited to me his residence certificate No. A-1877107, issued at Davao on July 10th, 1945.

s/ T. Cervantes t/ T. CERVANTES Notary Public Until Dec. 31, 1946

Inst. No. 5; Page 2 Book No. 1; Series of 1945

> CERTIFIED TRUE COFY 24 July 1947

> > GERARD HARRINGTON, JR.
> > Assistant Director

Team 12

Authority NND 883078

AFFIDAVIT

UNITED STATES OF AMERICA,)	
COMMONWEALTH GOVERNMENT)	
OF THE PHILIPPINES.)	S.S.
CITY OF DAVAO.)	
)	

That I, EMILIO MANGUIAT, of legal age, married and resident of the City of Davao, Philippines, after being duly sworn to, depose and state:

- 1.- That I was one of the Inspectors of the "DAVAO AUTOBUS CO. with SEVENTY (70) buses in operation.
- 2.- That shortly after the outbreak of the war on December 8, 1941, all BUSES of the Company were commandeered and placed under the control and disposition of the TRANSPORTATION UNIT of the USAFFE with further advise and instruction that all personnel of the said Company from the Manager up to the last employee be detailed on duty day and night.
- 3.- That I have learned afterward that many drivers, Inspectors and conductors were killed or wounded in action, among those who were wounded were Antonio Baluyot and Teodulo Paculba, at the encounter between USAFFE and Japanese soldiers or forces on December 20, 1941.

IN WITNESS WHEREOF, I hereunto sign this at Davao City, Philippines, this 4th day of December, 1945.

s/ Emilio Manguiat t/ EMILIO MANGUIAT

Suvscribed and sworn to before me this 4th day of December, 1945. The affiant exhibited to me his residence certificate No. A-1029328, issued at Davao City, on July 13th, 1945.

s/ Jesus V. Occena t/ JESUS V. OCCENA Notary Public Until Dec. 31, 1946.

Page 3 ook 1, Series 1945.

CERTIFIED TRUE COFY:

24 July 1947

GERARD HARRINGTON, JR. Assistant Director

Team 12

UNITED STATES OF AMERICA,)	
COMMONWEALTH GOVERNMENT)	
OF THE PHILIPPINES.)	S.S.
CITY OF DAVAO.)	
)	

That I, EMILIO MANGUIAT, of legal age, married and resident of the City of Davao, Philippines, after being duly sworn to, depose and state:

- 1.- That I was one of the Inspectors of the "DAVAO AUTOBUS CO. with SEVENTY (70) buses in operation.
- 2.- That shortly after the outbreak of the war on December 8, 1941, all BUSES of the Company were commandeered and placed under the control and disposition of the TRANSPORTATION UNIT of the USAFFE with further advise and instruction that all personnel of the said Company from the Manager up to the last employee be detailed on duty day and night.
- 3.- That I have learned afterward that many drivers, Inspectors and conductors were killed or wounded in action, among those who were wounded were Antonio Baluyot and Teodulo Paculba, at the encounter between USAFFE and Japanese soldiers or forces on December 20, 1941.

IN WITNESS WHEREOF, I hereunto sign this at Davac City, Philippines, this 4th day of December, 1945.

> s/ Emilio Manguiat t/ EMILIO MANGUIAT

Suvscribed and sworn to before me this 4th day of December, 1945. The affiant exhibited to me his residence certificate No. A-1029328, issued at Davao City, on July 13th, 1945.

s/ Jesus V. Occena t/ JESUS V. OCCENA Notary Public Until Dec. 31, 1946.

Inst. No. 10
Page 3
ook 1, Series 1945.

CERTIFIED TRUE COFY:

24 July 1947

GERARD HARRINGTON, IR. Assistant Director

Team 12

Authority NND 883078

AFFIDAVIT

UNITED STATES OF AMERICA.) COMMONWEALTH GOVERNMENT) OF THE PHILIPPINES,) CITY OF DAVAC.))	s.	s.
)		

That I, AMTONIC BALUYOT, of legal age, married and resident of the City of Davao, Philippines, after being duly sworn to, depose say and state:

- 1.- That I was one of the drivers of the "DAVAO AUTOHUS CO." with seventy (70) buses in operation.
- 2.- That shortly after the outbreak of the war on December 8, 1941, all Buses of the Company were commandeered with further instructions that all personnel of the AUTOBUS CO. from the Manager up to the last employee be detailed on duty and ready upon call.
- 3.- That an encounter between USAFFE and Japanese Forces at Matina while I was driving the BUS, I was wounded and injured.
- 4. That many of our drivers have suffered casualities who were not able to escape.

IN WITNESS WHEREOF, I hereunto sign this at Davao City, this 4th day of December, 1945.

s/ Antonio Baluyot t/ ANTONIO BALUYOT

Subscrived and sworn to before me this 4th day of December, 1945. The affiant exhibited to me his residence certificate No. A-1025093, issued at Davao on June 9th, 1945.

s/ Jesus V. Occena t/ JESUS V. OCCENA Notary Public Until December 31,1946.

PAGE 4 BOOK 1, SERIES - 1945.

CERTIFIED TRUE COFY:

24 July 1947

GERARD HARRINGTON, JR.,

Assistant Director

Team 12

AFFIDAVIT

UNITED STATES OF AMERICA.) COMMONWEALTH GOVERNMENT)	
OF THE PHILIPPINES,	s. s.
CITY OF DAVAO.))	

That I, ANTONIC BALUYCT, of legal age, married and resident of the City of Davao, Philippines, after being duly sworn to, depose say and state:

- 1.- That I was one of the drivers of the "DAVAO AUTOBUS CO." with seventy (70) buses in operation.
- 2.- That shortly after the outbreak of the war on December 8, 1941, all Buses of the Company were commandeered with further instructions that all personnel of the AUTOBUS CO. from the Manager up to the last employee be detailed on duty and ready upon call.
- 3.- That an encounter between USAFFE and Japanese Forces at Matina while I was driving the BUS, I was wounded and injured.
- 4. That many of our drivers have suffered casualities who were not able to escape.

IN WITNESS WHEREOF, I hereunto sign this at Davao City, this 4th day of December, 1945.

s/ Antonio Baluyot t/ ANTONIO BALUYOT

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s/ Jesus V. Occena t/ JESUS V. OCCENA Notary Fublic Until December 31,1946.

INST. 11 PAGE 4 BOOK 1, SERIES - 1945.

> CERTIFIED TRUE COPY: 24 July 1947

GERARD HARRINGTON, TR

Assistant Director Team 12

January 21st., 1947

Maj. MAMON BUHAY, Claim Investigator
THE WAR DEPARTMENT
Hq. Claims Service, PHILRYCOM
Team #4, Cagayan, Misamis Oriental, Mindaneo

S.ir:

We appreciate to have received your letter of the 6th., intant, and we are too pleased to give you some possible information available that may greatly facililate the processing of our claim that were filed by our employees.

Please be informed that we snipped to your good-office one (1)
Package of Procurement Claims rapers of the Pavao Autobus Co., Inc. employees under the bill of Lading No. 30143 thru courtesy of the Philippine Air Lines, Inc. in Del Monte dated November 25th., 1946, and we trust that you have received it already.

With regards to the Procurement Claims Form No. 200 which were filed by our employees, under pars. 4, please note that at the time our employees were inducted for duty, we do not have any knowledge possibly until today the compensation per month in the Army for a suject of this nature we believe is absolutely under the hands and consideration of the Military authorities. If the amount of salary in lacking to process our claims, we are glad to refer this matter to Colonel Gregorio F. Ferreol or to any authority you may deem fit to advice us for proper reference with regards to salaries. However, if you know the compensation of this nature, we are obliged and thankful to you if you will note the amount accordingly so as to facililate and make a prompt action. We give this matter to you under your consideration. With reference to pars. 9, all employees of the Company were inducted Dec. 11th., 1941, at Camp Bonifacio, Davao until to December 20th., 1941 when the Japanese forces invaded Davao except to those few who reported again in Malaybalay until to the surrender of the USAFFE without any compensation for the said service. Some of our men had died and dissabled in the performance of their duties and any help you could afford in behalf of their wives and children is highly apprecited by us.

For your information and guidance herewith noted salaries of our employees before the war:

Office employees - - - - \$75.00 to \$150.00 a month.

Inspectors, - - - - - 47.50 a month.

Drivers, - - - - - 40.00 Conductors, - - - - - 30.00

Mechanics, ---- 65.00

Carpenters, - - - - - 47.50 "

Hoping your full satisfaction on this matter, we remain

JAN 25 1947 WE



Faithfully yours,

DAVAG AUTOBUS CO. INC.

BY:

MANAGER & TREASURER

HEADQUARTERS CLAIMS SERVICE, AFWESPAC

INTER OFFICE CHECK SHEET
Do Not Remove From Attached Sheet

Subject: Claim of Employees of the DAVAO AUTOBUS Co., Represented by TEODORICO ANDO

FROM: Claims Service

TO: Officer-in-Charge, Team No. 4 20 Sept. 46 Claims Service, AFWESPAC Cagayan, Misamis Oriental Mindango

It is requested that above captioned claim be investigated by your office since the incident occurred in your territory. Subject letter from the claiment is attached herewith for your information.

By order of Lieutenant Colonel WOOD:

Mieut. Colonel, JAGD

Director, Claims Investigating Service

Incl: Letter dtd 12 Sept. 46



DECLASSIFIED
Authority NND 883078

Claim of Employees of the DAVAR AUTOBUS Co., Represented by THODORICO ANDO

Claims Service

TO: Officer-in-Charge, Team No. 4 20 Sept. 46 Claims Service, AFWESPAC Cagayan, Misamis Oriental Mindanao

It is requested that above captioned claim be investigated by your office since the incident occurred in your territory. Subject letter from the claimant is attached herewith for your information.

By order of Lieutenant Colonel WOOD:

FRED WADE
Lieut. Colonel, JAGD
Director, Claims Investigating Service

Inel: Letter dtd 12 Sept. 46

Claim of Employees of the DAVAR AUTOBUS Co., Represented by

Claims Service

TO: Officer-in-Charge, Team No. 4 20 Sept. 46 Claims Service, AFWESPAC Cagayan, Misamis Oriental Mindanao

It is requested that above captioned claim be investigated by your office since the incident occurred in your territory. Subject letter from the claimant is attached herewith for your information.

By order of Lieutenant Colonel WOOD:

FRED WADE
Lieut. Colonel, JAGD
Director, Claims Investigating Service

Inel: Letter dtd 12 Sept. 46

Claim of Employees of the DAVES AUTOBUS Co., Haprosembed by

Cleins Service

TO: Officer-in-Charge, Team Ho. 4 20 Sept. 46
Gladus Service, AFRESPAG
Gagayan, Missmin Oriental
Mindanao

It is requested that above exptioned slain be investigated by your office since the insident oscurred in your territory, Subject letter from the elaisant is attached herewith for your information,

By order of Lientenant Colonel 2000:

Hiers, Colonel, Jacks Service Director, Claims Investing Service

At .igos SI bib wested slent



Authority NND 883078

dains

City of Davao, Davao September 12, 1946

The AFWESPAC HQ., Manila, Philippines

Dear Sirs:

In the year Dec. 8th., 1941, the Autobuses of the Davao Autobus Co., Inc., were taken by the government (both Land, Water, and Air Transportation in the Philippines) for the disposal of the Army (USAFE). For that reason, all employees under Davao Autobus Co., Inc. were inducted to the Army under Lt. Col. Roger Hilsman commanding the whole Force of Davao.

For our services rendered many of us died, wounded, and totaly disabled when the Japanese invaded Davao Dec. 20th.1941. Hoping that the government will help us in return as we have families to be supported, we will be much obliged if you will send us any advice you may deem fit to give us thru your good office.

Very truly yours,

Teodorico Ando

:Enclose self-stamp Address envelope for reply.

City of Daves, Daves Sertement, 1946

The Asward ed., colle,

Hear Sire:

In the year Dec. Sin., 1721, the Actobuses of the Davis Actobuses of the Davis Actobuses Co., 180, were taken by the remark (both Loui, Mater, and the Tremsportation in the Philosophica) for the dispusal of the Army (UAAFE). For that remain, all materials uses the Acres the Surely Co., Inc., were instructed to the Army actor in the Reven Eileren contanting the Siple Porce of Davis.

Ror our services requests and to the control of the died, would be a service of the service of t



the coll post was sacrable quale-Max sectoris:





Authority NNO 883078

City of Davas

City of Davao, Davao November 25th., 1946

Mr. RAMON R. BUHAY
Claims Judicator
Team #4, AFWESPAC, Cagayan, Mis. Oriental

Sir:

Herewith enclose our bill of Lading No. A-30143 for one (1) Package of Procurement Claims Papers for the employees of the Davao Autobus Co., Inc. Our package may be found in the office of the Philippine Air Line,

We sinerely regret very much for the trouble we incure in your good office for our behalf, we remain

Very truly yours,

BY: DAVAG AUTOBUS CO.. INC.

ORIGINAL (SHIPPER'S COPY)

A Nº 30143

PHILIPPINE AIR LINES, INC. Manila, P. I.

Manila, P. I.

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	Received from PHILIPPINE AIR LINES, INC., the goods above specified in good order.				
the	Note: Important addition to terms and conditions at the back hereof:				
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SOI	sold to the highest bidder and the proceed therefrom applied pay claims of the Company for freightage, storage and charges.				
	Trans. D				

- The term "Carrier" as used on the face and back hereof shall mean the Philippine Air Lines, Inc., and shall include the agents, representatives, employees and servants of same.
- 2. The obligation of the Carrier is limited to transport of the Goods from point of receipt to point of destination under the conditions set forth hereinafter.
- 3. Without limitation on any provision hereof, if the carriage of the Goods through the regular route, will, in the opinion of the Carrier, subject the Goods to delay or will be impracticable, the Goods may be taken to destination by the Carrier through another route and if there is no other practicable route or agency, it may store the Goods in the manner and with the effect stated in paragraph 4 below.
- 4. If because of force majeure or any emergency state of facts, the Carrier considers it unsafe to proceed on its route, said Carrier may deposit the Goods in the nearest practicable place of storage or may reroute the Goods by other means of air, land or water transportation to the destination of the Goods and such deposit or re-routing when duly made to a depository or transfer agent shall constitute full compliance of the obligation of the Carrier hereunder without any further liability to the Carrier. The storage or rerouting of the Goods in cases hereinabove specified shall be at the risk and expense of the shipper and/or owner of the Goods.
- 5. The Carrier may, if necessary, hold the Goods awaiting delivery, and in such a case may store them, it being hereby authorized to deposit the Goods in a warehouse at the risk and expense of the shipper and/or owner of the Goods.
- 6. The Carrier does not obligate itself to carry the Goods by any specified aircraft or on a specified time. Said Carrier being hereby authorized to deviate from the route of the shipment without any liability therefor.
- 7. Only upon showing of actual negligence on the part of the Carrier, or of its representatives, agents, or employees or servants shall it be deemed liable for damage, deterioration, destruction, loss, theft, delay or misdelivery, or default, it being expressly understood that the Carrier shall not in any case be responsible for loss resulting from shrinkage, leakage or evaporation or from defect or inherent vice of the Goods shipped.
- 8. Should the Carrier, or its agents, representatives, employees or servants be found liable for actual negligence, the Carrier's liability shall be limited to an amount not exceeding the declared carriage value as appears on the face thereof.
- 9. The Carrier shall be entitled for full charges for carriage of the Goods stated herein, even if the Goods are lost or damaged when such loss or damage has been due to causes beyond the control of the Carrier or to the failure of the shipper to state the true nature of the Goods as provided in paragraph 17.
- 10. The Carrier may collect additional charges on any excess of weight, measurement, or quantity of the goods carried over that on which the original charges have been computed. If a package or shipment should contain several parcels addressed to two or more persons, the Carrier shall be entitled to charge each separate package or shipment as if it has been separately addressed to each person. The liability of the owner and/or shipper shall be joint and several.
- arrange for insurance of the shipment and the shipper shall assume all risks except for loss or damage caused by the actual negligence of the Carrier. However upon request of the shipper expressly stated on the face hereof, the Carrier may act as agent for the shipper to arrange for insurance in the amount of shipper's valuation as appears hereon. All additional charges shall have to be paid by the shipper.

- 12. If at or before reaching the point of destination the Goods have to make customs entry, said Goods are to be deemed consigned to the Carrier unless the shipper has named another as customs consignee, it being expressly understood however that the Carrier shall not be held responsible for any act it may do in connection therewith.
- The Carrier shall notify the consignee by the ordinary method of communications, of the arrival of the Goods, and failure of the consignee to receive such notice will not make the Carrier responsible. Unless otherwise provided the Carrier shall not deliver the Goods at the address of the Consignee and failure of the consignee to take delivery within 76 hours free time may, at the option of the Carrier, be removed to and stored in a public or licensed warehouse at the place of delivery or other available place, in which event all charges and expenses incurred, including a handling charge of One Peso (P1.00) per 50 kilos or fraction thereof, minimum charge (P1.00) per shipment, will be assessed, and the consignor and consignee will be jointly and severally liable therefor. When a shipment is so placed in a public warehouse, the Carrier's liability with respect to such shipment shall terminate.
- 14. Inflamable materials and or munitions, the nature of which may impair the safety of the Passengers, personnel, or plane should not be accepted and under no circumstances shall the shipper attempt to ship materials of this nature by maliciously disguising the true contents of the goods to be shipped; unless acceptance of same is approved by the Traffic Manager and previous issuance of special permit by local Government authority for transport of said materials.
- 15. All statements of contents, size, weight, quality, quantity, country of origin, condition, or value of the Goods are those made by the shipper except the numbers or marks appearing on the packages.
- 16. It is expressly represented by the shipper that the goods or packages do not contain mail or other articles of any kind which may be prohibited by law.
- 17. Unless the shipper fully discloses on the face of this ticket the special nature of the goods, it shall be liable for all loss, damage, injury or accident caused to or by the Goods, resulting from their being handled as other goods not of special nature.
- 18. The Goods while in the possession of the Carrier shall be subject to the instructions of the shipper provided they are not inconsistent with the laws and regulations or with the rights of the Carrier as stated herein.
- 19. The Carrier reserves the right at all times before accepting the shipment to open the packages and examine the goods for the purpose of ascertaining that no law or regulation is infringed in this shipment.
- 20. Any unpaid charges or advances and disbursements made by the Carrier shall be collectible jointly and severally from the shipper, consignee and owner of the goods whenever they have been incurred or are suffered for any reason attributable or the proximate cause of which is due to the fault, negligence or omission of the shipper, consignee or owner. The Carrier shall have a lien on the goods shipped until all payments due him are effected and satisfied.
- 21. The Carrier shall be excused of liability in case of loss, damage, delay, non-delivery, misdelivery or failure to collect due directly or indirectly to war risks or hostilities, strikes, government orders or civil commotions or other events beyond its control.
- 22. The Carrier reserves the right to refuse carriage of goods when consigned to a place at which the Carrier has no office.
- 23. Charges for shipments with overall measurements exceeding 400 cubic inches per 1/2 kilo will be assessed on the basis of 1/2 kilo for each 400 cubic inches or fraction thereof. Measurements for the application of this Rule will be based on greatest dimensions, or by actual weight whichever is the greater.

30 Esp 13

AD. LIDED

claim of paved autobus Company

Asting Director

TO: Director

Mobile Team Claim Service, PHINTOCH

Davas Gity, Davas

He your restogram 29 September 47. Colonel Roger Hilmen has not an yet ensured our redicates of 27 August 47 re mage claims of Laven Autobus Company.

Serious J. Fills: Ceptein, Intestry Acting Director Investigation Division



DECLASSIFIED
Authority NNO 883078

30 Eep h?

AD-IJDED

claim of payed audobus Company

Asting Director Tavestigation Division

TO: Director

Mobile Tema Claims Service, PHILHTOOM Daves City, Daves

He your redicatem 29 September 47. Colonel Roger Hilmen has not ap yet enswered our redicatem of 27 August 47 in mage claims of Daves Autobus Company.

Septein, Intestry Septein, Intestry Acting Director Investigation Division



DECLASSIFIED
Authority NND 883078

HEADQUARTERS
CLAIMS SERVICE, PHILRYCOM
TEAM #4

Cagayan, Misamis Oriental

12 March 1947

GCCLI.04

Davao Autobus Co.
Davao City, Davao
(Attn: Mr. E. Fonce, Mgr.)

Dear Sirs: Re: Claims of Dabusco Employees (USAFFE)

This is in connection with the various claims presented to this headquarters by your employees, through your Company. After going over the file received, we noted that there are still some evidence that must be gathered to facilitate the processing of such claims. We however believe that through you, we can express clearer to the claimants what we need to enable us go on with the investigation of their cases.

We suggest that you send us a copy of the previous pay roll of the Dabusco prior to or during the war. It would be preferable if you can furnish us with a copy of your pay roll when the company's personnel were already inducted into the USAFEE. In the absence of that pay roll, you may send us your statement containing the list of all those personnel, with their corresponding designations or positions held and their respective salaries and date of induction. It appears though that your employees were inducted at the same time. At least, the company's pay roll indicating the last days of payment made by the company may show the subsequent day as the date of induction, if such be the case.

With regards to the compensation of each personnel, that depends upon the agreement that may have been made between the USAFFE and the DABUSCO. In all probability, the men were supposed to receive the same amount as they did with the company excepting those that were inducted and enlisted, if any, otherwise, the claimant is required to indicate in his forms the amount that he wants to claim for his services.

The main point to be considered before we can process the claims of the DABUSCO employees are as follows:

- a) Proof that the claimant was a DABUSCO employee.
- b) Proof that the claimant was inducted into the USAFFE.
- c) Proof of length of service with the USAFFE
- d) Rate of compensation.
- e) Proof of nonpayment.

Authority NND 883078

5D#

HEADQUARTERS CLAIMS SERVICE, PHILRYCOM TRAM #4

GEGLI.04

Cagayan, Misamis Oriental

12 March 1947

Davao Autobus Co. Davao City, Davao (Attn: Mr. E. Ponce, Mgr.)

Dear Sira: Re: Claims of Dabusco Employees (USAFFE)

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- Proof that the claimant was a DABUSCO employee.
- Proof that the claimant was inducted into the USAFFE. b) 1. When end by whom.
- Proof of length of service with the USAFFE
- Rate of compensation. d)
- Proof of nonpayment.

DECLASSIFIED Authority NND 883078 SD#

All of the above are necessary to establish each claim. Therefore, efforts must be exerted to gather all evidence relative thereto. Usually, the original appointment given to a civilian employee by the USAFTE proves the effectivity of service, the designation, and rate of compensation. The date of induction, however, is established by your letter dated 21 January 1947. It therefore remains to be proven the fact that the claimant was a Data of employee, with such designation; was one of those inducted as a civilian employees into the USAFFE; the rate of compensation; the actual length of his services with the USAFFE, and his not having been paid for his claimed services. For these facts, the following may greatly help:

a) List of DABUSCO employees, with positions held and rate of pay (This only includes those inducted into the USAFFE (USAFFE (DABUSCO) pay roll preferable).

b) Proof of induction (Already given-Col. Feriol's statement).

c) Unpaid pay roll of the employees for certain length of time. Or, affidavits from former USAFFE personnel who may be presumed to know the
actual length of time the claimant served with the USAFFE. Special
attention is called to those who returned to service with the USAFFE
after separation the reof at Davao during the invasion.

d) Affidavits from former USAFFE officers who, by reasons of their previous official military appointments or assignments, may be presumed

to know the nonpayment of the services claimed.

In all cases, the claimants did not indicate the amounts of their claims on their forms. The blanks intended therefor must then be filled up properly in conformity with their wishes. We also noted, that some of the signatures of claimants are non-legible. Our finance requires that signatures of claimants and the thoroughly legible and in conformity with their typewritten names. There are only a few, however, of this case.

With regards to those employees inducted into the USAFFE who died or were rendered invalid in line with their duties during the war, we are suclosing herewith a Bulletin from the Federal Security Agency for your information, which, of course is self-explanatory. We hope those concerned will take advantage of the compensation stipulated therein. In view of lack of extra copies, you may kindly have this Directives copied for distribution to your employees concerned on the matter

We are sending a representative of this headquarters, to that place in the near future. The refere, in view of the bulk of the claim file of your employees, and to special probable loss or destruction in transit, we are holding the files until such time when our representative goes to Davao to take up matters on claims of the different claiments thereat. In the meantime, it is suggested that the evidence or proof called for in this letter be secured and prepared to expedite the processing of the claims.

We hope that we have made ourselves clear in this matter, and anticipating your kind assistance with the end in view to complete the processing of subject file, we remain

FOR THE DIRECTOR, 27EAM 4:

RAMON R. BUHAY

Incl: Directives

All of the above are necessary to establish each claim. Therefore, efforts must be exerted to gather all evidence relative thereto. Usually, the original appointment given to a civilian employee by the USAFFE proves the effectivity of service, the designation, and rate of compensation. The date of induction, however, is established by your letter dated 21 January 1947. It therefore remains to be proven the fact that the claimant was a DEMISSO employee, with such designation; was one of those inducted as a civilian employees into the USAFFE; the rate of compensation; the actual length of his services with the USAFFE, and his not having been paid for his olaimed services. For these facts, the following may greatly help:

a) List of DABUSCO employees, with positions held and rate of pay (This only includes those inducted into the USAFFE (USAFFE (DABUSCO) pay roll preferable).

b) Proof of induction (Already given-Col. Feriol's statement).

c) Unpaid pay roll of the employees for certain length of time. Or, affidevits from former USAFFE personnel who may be presumed to know the actual dength of time the claimant served with the USAFFE. Special attention is called to those who returned to service with the USAFFE after separation the reof at Davao during the invasion.

d) Affidavits from former USAFFE officers who, by reasons of their previous official military appointments or assignments, may be presumed

to know the nonpayment of the services claimed.

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FOR THE DIRECTOR, 2 PEAN 4:

Claims Investigator

Incl: Directives

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