BUSCO FILES PAMPANGA BUS CO (PAMBUSCO)

DECLASSIFIED
Authority NND 883078

PAMPANGA BUS CO

(PAMBUSCO)

CM 10785
FROM KRC
CLAIM FILE

COPY of Exh. ____.
Item 116

EXHIBIT KK Copy

Name of Soldier	Army Serial No.	Clerk	Branch or Section	Room No.	Late	Initials of Searcher
WAR Dept Circ	1942 - 201	0	424 -	Allen		

#201 CHARGE CARL* GENERAL

MPRC Form 1-2

PAMPANGA BUS CO.

Name	Amt. Pd.	Period	PR#	Vou #
1. Abseta, Julian C. Terminal Leave included	$ 986.67	1 Feb 42 - 14 May 45	196	356
2. Alvaro, Maximo D.	969.17	8 Dec 41 - 28 Feb 45	139	193
3. De Guzman, Fausto P. Terminal Leave included	190.83	1 Mar 42 - 19 Oct 42	314	1867
4. Gatchalian, Arnulfo N. Terminal Leave included	29.17	16 Mar 42 - 10 Apr 42	320	2124
5. Osoric, Bayani G. Terminal Leave included	305.33	1 Mar 42 - 19 Oct 42	312	1689
6. Perez, Herminio M.	1,242.50	16 Mar 42 - 28 Feb 45	199	358
7. Vitug, Ricardo A.	8.00	1 Apr 42 - 8 Apr 42	327	2130
8. Alamo, Felix P. Terminal Leave included	936.67	1 Apr 42 - 14 May 45	43	53
9. Concepcion, Macario O. Terminal Leave included	1,027.50	12 Dec 41 - 14 May 45	275	33
10. Corpuz, Felix C.	875.00	1 Apr 42 - 28 Feb 45	44	54
11. Felices, Julio R. Terminal Leave included	936.67	1 Apr 42 - 14 May 45	160	270
12. Wallari, Guillermo Terminal Leave included	961.67	1 Mar 42 - 14 May 45	221	372
13. Mateo, Nicolas B. Terminal Leave included	76.67	1 Apr 42 - 2 Jul 42	313	1868
14. Mendoza, Jose F.	925.00	1 Feb 42 - 28 Feb 45	248	506
15. Obtinalla, Paciano	875.00	1 Apr 42 - 28 Feb 45	142	199
Terminal Leave payment	61.67	1 Mar 45 - 14 May 45	265	703
16. Villanueva, Eutiquio	800.00	1 Apr 42 - 28 Feb 45	92	111

HEADQUARTERS AFWESPAC
Check Sheet

Do not remove from attached sheets

File No. 1245 Subject: Investigation of PAMPANGA BUS COMPANY

(1) Investigation Section TO: Civilian Section 12 March 1946

The circumstances of this case are: Employees affidavit of said company state that vehicles were commandeered.

Specific information desired is: Orders of commandeering and any facts pertaining to commandeering.

Attached herewith are affidavits and extracts of the file of AFWESPAC claims service and the above mentioned company.

NEW GJC

PAMPANGA BUS CO.

PAMPANGA BUS CO.

Statement of Major RALPH R. DERRICK, QMC - U.S.A., 312 General Hospital, Ward D-2; City Address: 81 Manga Avenue, Sta. Mesa Heights. (Was in Bataan with Colonel Quinn.)

Prior to the outbreak of the war I was Manager of the Rural Transit Company owned and operated by Bachrach Motor Company. This company operated motor transportation passenger service from Manila north as far as Tuguegarao. Approximately in February of 1941 I was called on the telephone by Colonel Michael A. Quinn, and was requested to come to Manila for a meeting with Army officials relative to the transportation facilities of the Philippine Islands. This meeting was attended by myself as well as many subsequent meetings in which were present other managers and owners of transportation companies operating in the Philippines. In these meetings there were present many officers who I have now forgotten as to name but at this time Colonel Rogers was the officer in charge and acted as chairman of the meeting. Colonel Rogers at that time was executive officer of the Motor Transport Division, USAFFE. Other officers present that I remember were Major John B. Brettell, Captain AD. Montgomery, and Major Edmond Starky. Colonel Quinn was present at all meetings. During these meetings it was discussed and it was finally and clearly mapped out to all of us operators exactly what territory was to be serviced by individual company in case of emergency. It was, further, not only understood but was agreed that the United States Army in case of emergency was and would immediately take over each and every civilian company represented both as to rolling equipment, shops and motor parts and that these companies would be compensated by the United States Army either on a basis equal to that set by the Public Service Commission of the P.I. and under this agreement the operators wil furnish drivers, gasoline, oil, and any other operating expenses or the Army will take all expenses and pay the companies for the use of their equipment on a rate basis of ₱42.00 per day as long as the equipment was used by the Army and a reasonable value for the equipment would be paid in the event it was not returned. All of the meetings were held in the Quartermaster Depot, Port Area, Manila. It was finally developed at this meeting what particular area would be covered by the civilian motor transportation company. Wall maps were prepared and colored in different colors and exhibited at these meetings showing different areas so that each company owner would definitely know what particular area its buses called upon to transport Army troops, equipment and supplies. All of the vehicles involved were passenger busses. The main companies that were represented at these meetings and the owners thereof were as follows: Rural Transit Company - Vice Manager R.R.Derrick; Pampanga Bus Company - by its Manager Floyd Cottrel; Pangasinan Transportation - by its Manager Joseph Klar; Batangas Transportation Company and Batangas-Tayabas Transportation Company - by its Manager Mr. Max Blouse; Northern Luzon Transportation Company operated by the Land Development Company under the direction of Mr. Sinclair by Mr. Mennick.

At about 7:30 on the morning of December 8, 1941, I was called

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At about 7:30 on the morning of December 8, 1941, I was called

on the telephone by Colonel Quinn's assistant, Capt. Montgomery, notifying me that war had been declared and that all of our equipment, meaning passenger busses, were to be frozen for the use of the United States Army. I requested that this telephone message be verified by wire and asked if we were to act as we had been instructed in previous meetings with Army officials. He stated that the emergency had been declared, that all properties of the civilian motor transport companies would be utilized by the United States Army exactly as had been planned, and that I was to act accordingly. Within thirty minutes I received the wire verifying this converation. Immediately I made telephone calls to our lines in the north to freeze all equipment for public use, notifying each shop superintendent or managers of my company of the situation and that no civilian work be held in our shops or the carrying of passengers, and that all equipment would be brought to two points, one at Cabanatuan, the other, Bayombong, Nueva Vizcaya, to await further orders. Within half an hour after I received my first call from the Army I received my second call from Major Howard Cavender, an assistant to Colonel Quinn. He ordered that 90 busses be sent immediately to Camp O'Donnell to evacuate Philippine Army troops to different areas. At about 10:00 o'clock that same morning I had the convoy of 90 busses moving out of Cabanatuan to Camp O'Donnell. All busses were being driving by the regular drivers employed by the Rural Transit Company. This convoy was accompanied by my Assistant Manager Mr. B.C.Jacks. Also two service units and two gasoline lorries carrying an emergency supply of gasoline totalling 7300 gallons. Upon arriving at Camp O'Donnell, according to Mr. Jacks' statement, he was ordered by Army personnel to carry troops with their equipment to different stations. Some were taken to Lingayen Bay, some to Iba and to different points throughout northern Luzon. This particular job lasted about twenty-four hours in which the trucks were used ontinuously. The drivers were not allowed or able to be relieved, and I might note here that since drivers were civilian employees, the Army refused to feed these employees during this period of time and it was necessary for me to buy food from my private company's fund and send it to their different locations. Upon the completion of moving these troops, it was my orders from the Army that all trucks would be returned to Cabanatuan and there await further orders. Trucks would return at our shops and then would be redispatched on Army orders to places designated by the Army.

On or about the 12th day of December 1941, Colonel Quinn ordered that all of our different premises, namely, our shops at Cabanatuan, San Jose, Sta. Fe, Bayombong, Ilagan, Caunyan and Tuguegarao were to be considered United States Army motor transport depots, and pursuant to his orders I painted and installed over the entrance of each of our shops a sign bearing appoximately the following:

"U. S. Army Motor Transport Depot
By order of Lt. Col. M.A. Quinn"

On or about the 15th of December 1941, Brigadier General Stevens, Commanding General of the 11th Division, Philippine Army, then stationed approximately 8 kilometers east of Cabanatuan at Camp Pangatian, telephoned me and ordered that all available transportation at my disposal be sent to him immediately setting forth that he had been

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AGAR-RJ 201.3

CO, KCRC, TAGO
ATTN: Field Records Br

Return of Records Loaned
CO, ARCEN, TAGO

26 MAR 1956

Mr. Williams/mh/677

The file for Pampanga Bus Company (PAMBUSCO) (CU 10785), recently requested of your office, is returned.

1 Incl
Pampanga Bus Co (4 folders)

for DAVID H. ARP, Colonel, AGC
Commanding

RETURN TO:

WILLIAMS/mh/J
RPR-Br

CU FILE 10785
PAMPANGA BUS COMPANY

Ex. No.	Name	Bus Co Svc Car	Commandeered By	Service
CC 4	Florencio Mendoza	#2	71st PA	To 9 Apr 42
CC 5	Pedro Presto	#6	USED attd	To 11 Apr 42
CC 6	Mealas B. Mateo	#107	PA & later MP #2	To 9 Apr 42
CC 7	Felix Mananquil	#21	31st Inf	To 9 Apr 42
CC 8	Godofredo Perez	#23	MP #1	To 29 Dec 41
CC 9	Jose Sangel	#24	MP #7 & 4	To 17 Apr 42
CC 11	Filomeno Pacia	#25	MP #3	To ? Dec 41
CC 86	Emiliano Soliman	#28	PA	To 9 Apr 42
CC 85	Esteban Esguerra	Trk #29	PA	Ordered home (date?)
CC 14	Cecilio Flores	#35	71, 72, 73 Eng Bn	Disbanded 22 Mar 42
CC 15	Miguel Macaspac	#39	PA	From Hosp to his home
CC 16	Avelino Canlas	#41	28th Bomb Div	To 9 Apr 42

Plus 35 other Driver affiants.

— SEE LAST SHEET IN THIS FILE FOR LIST OF DRIVERS —

January 1st, 1942.

Philippine Motor Transport Depot,
United States Army,
Manila

S i r s : --

We submit below a statement of account for services rendered by this company to the U. S. Army as follows:

December 23rd to 31st, 1941, inclusive:

185 Pambusco buses taken and used by the U. S. Army during period Dec 23rd to 31st, 1941, inclusive, on a daily contract basis of ₱42.00 ($21.00) per unit, with gasoline and oil to be furnished or later reimbursed in kind or paid for in cash by the Army.

185 Pambusco buses for 9 days at ₱42.00 -------- ₱69,930.00

License Number	Tonnage	Make	Model	Type
TPU-3201	5950 ko.	Ford-Diesel	1941	Closed bus body
TPU-3203	5950 "	"	"	" " "
TPU-6144	4290 "	Dodge	1931	Open bus body
TPU-6145	4290 "	Graham	"	" " "
TPU-6146	4890 "	"	"	" " "
TPU-6147	4290 "	"	"	" " "
TPU-6148	4290 "	"	"	" " "
TPU-6149	4290 "	"	"	" " "
TPU-6150	4990 "	"	"	" " "
TPU-6151	4990 "	"	"	" " "
TPU-2911	4990 "	"	"	" " "
TPU-6152	4990 "	"	"	" " "
TPU-3202	5950 "	Ford-Diesel	1941	Closed bus body
TPU-3204	5950 "	"	"	" " "
TPU-6188	5950 "	"	"	" " "
TPU-6153	4990 "	Graham	1931	Open bus body
TPU-2958	5950 "	Ford-Diesel	1941	Closed bus body
TPU-6154	4990 "	Graham	1931	Open bus body
TPU-6189	5950 "	Ford-Diesel	1941	Closed bus body
TPU-6181	5950 "	"	"	" " "
TPU-2912	4990 "	Graham	1931	Open bus body
TPU-6155	4990 "	"	"	" " "
TPU-6156	4990 "	"	"	" " "
TPU-6157	5040 "	Dodge	"	" " "
TPU-6158	5040 "	"	"	" " "
TPU-6159	5040 "	"	"	" " "
TPU-6160	5040 "	"	"	" " "
TPU-6161	5040 "	"	"	" " "
TPU-2913	5040 "	"	"	" " "

Item # 46 Exh EEE

License Number	Tonnage	Make	Model	Type
TPU-2914	5040 ko.	Dodge	1931	Open bus body
TPU-6162	5040 "	"	"	" " "
TPU-2915	5040 "	"	"	" " "
TPU-6163	5040 "	"	"	" " "
TPU-6164	5040 "	"	"	" " "
TPU-2916	4990 "	"	"	" " "
TPU-6165	5040 "	"	"	" " "
TPU-2917	4990 "	"	"	" " "
TPU-6166	4990 "	"	"	" " "
TPU-2918	4990 "	"	"	" " "
TPU-6167	4990 "	"	"	" " "
TPU-6168	4990 "	"	"	" " "
TPU-6169	4990 "	"	"	" " "
TPU-6170	4990 "	"	"	" " "
TPU-6171	4990 "	"	"	" " "
TPU-2919	4990 "	"	"	" " "
TPU-6172	4990 "	Graham	"	" " "
TPU-6173	4990 "	Dodge	"	" " "
TPU-2959	5950 "	Ford-Diesel	1941	Closed bus body
TPU-2920	4990 "	Dodge	1931	Open bus body
TPU-6186	4990 "	"	"	" " "
TPU-6174	4990 "	"	"	" " "
TPU-6175	4990 "	"	"	" " "
TPU-6194	5070 "	Ford	1941	Closed bus body
TPU-6176	4990 "	Dodge	1931	Open bus body
TPU-2921	4990 "	"	"	" " "
TPU-2922	4990 "	"	"	" " "
TPU-6177	4990 "	"	"	" " "
TPU-2923	4990 "	"	"	" " "
TPU-6178	4990 "	"	"	" " "
TPU-6255	4940 "	Ford-Diesel	1941	Closed bus body
TPU-2924	4980 "	Brockway	1930	Open bus body
TPU-2925	4980 "	"	"	" " "
TPU-2926	4980 "	"	"	Closed bus body
TPU-2927	4980 "	"	"	Open bus body
TPU-2928	4980 "	"	"	" " "
TPU-2980	6150 "	"	1939	Closed bus body
TPU-2929	4980 "	"	1930	Open bus body
TPU-2930	4980 "	"	"	" " "
TPU-2931	4980 "	"	"	Closed bus body
TPU-2932	4980 "	"	"	Open bus body
TPU-2933	4980 "	"	"	" " "
TPU-2934	4980 "	"	"	" " "
TPU-2935	4980 "	"	"	Closed bus body
TPU-2936	4980 "	"	"	Open bus body
TPU-2937	4980 "	"	"	" " "
TPU-2938	4980 "	"	1932	Open bus body
TPU-2939	4980 "	"	"	Closed bus body
TPU-2940	4980 "	"	"	" " "
TPU-2941	4980 "	"	"	Open bus body

Item 43 Exh EEE

License Number	Tonnage	Make	Model	Type
TPU-2942	4980 ko.	Brockway	1932	Open bus body
TPU-2943	4980 "	"	"	Closed bus body
TPU-2944	4980 "	"	"	Open bus body
TPU-2945	4980 "	"	"	" " "
TPU-2946	4980 "	"	"	" " "
TPU-2947	4980 "	"	"	Closed bus body
TPU-2948	4980 "	"	"	" " "
TPU-2949	4980 "	"	"	" " "
TPU-6179	4980 "	"	"	Open bus body
TPU-2950	4980 "	"	"	Closed bus body
TPU-2951	4980 "	"	"	" " "
TPU-2952	4980 "	"	"	" " "
TPU-2953	4980 "	"	"	" " "
TPU-2954	4980 "	"	"	" " "
TPU-2955	5690 "	"	1934	" " "
TPU-2956	5690 "	"	"	" " "
TPU-6180	5550 "	Ford	1939	Open bus body
TPU-6256	4840 "	Ford-Diesel	1941	Closed bus body
TPU-6183	4980 "	Brockway	1932	Open bus body
TPU-2957	4980 "	"	"	Closed bus body
TPU-6184	4980 "	"	"	Open bus body
TPU-6185	4980 "	"	1933	" " "
TPU-6190	5650 "	Ford	1939	" " "
TPU-2961	5910 "	"	"	Closed bus body
TPU-2962	5910 "	"	"	" " "
TPU-2963	5910 "	"	"	" " "
TPU-6192	5430 "	"	1937	Open bus body
TPU-6193	5650 "	"	1935	" " "
TPU-6195	5430 "	"	1936	" " "
TPU-6196	5430 "	"	"	" " "
TPU-6198	5430 "	"	"	" " "
TPU-6199	5430 "	"	"	" " "
TPU-6200	5650 "	"	"	" " "
TPU-6201	5430 "	"	"	" " "
TPU-6203	5550 "	Brockway	"	" " "
TPU-6204	5550 "	"	"	" " "
TPU-6205	5550 "	"	"	" " "
TPU-6206	5550 "	"	"	" " "
TPU-6207	5550 "	"	"	" " "
TPU-2964	5550 "	"	"	Closed bus body
TPU-6208	5700 "	"	1937	Open bus body
TPU-6209	5700 "	"	1937	" " "
TPU-6210	5700 "	"	"	Closed bus body
TPU-6211	5700 "	"	"	Open bus body
TPU-6212	5700 "	"	"	" " "
TPU-6213	5700 "	"	"	Closed bus body
TPU-6214	5700 "	"	"	Open bus body
TPU-6215	5700 "	"	"	" " "
TPU-6216	5700 "	"	"	" " "
TPU-6217	5550 "	"	1938	Closed bus body

Item 43

Exh EEE

License Number	Tonnage	Make	Model	Type
TPU-6218	5960 ko.	Brockway	1938	Open bus body
TPU-6219	5960 "	"	"	" " "
TPU-6220	5960 "	"	"	" " "
TPU-6221	5960 "	"	"	" " "
TPU-6222	5960 "	"	"	" " "
TPU-6247	5960 "	"	"	" " "
TPU-2965	6710 "	"	"	Closed bus body
TPU-2966	6810 "	"	"	" " "
TPU-2967	6500 "	"	1939	" " "
TPU-2968	6610 "	"	"	" " "
TPU-2969	6410 "	"	"	" " "
TPU-2970	6500 "	"	"	" " "
TPU-2971	6610 "	"	"	" " "
TPU-2972	6410 "	"	"	" " "
TPU-2973	6410 "	"	"	" " "
TPU-2974	6410 "	"	"	" " "
TPU-2975	6410 "	"	"	" " "
TPU-6224	6290 "	"	"	" " "
TPU-2976	6700 "	"	"	" " "
TPU-2977	6670 "	"	"	" " "
TPU-6225	5700 "	"	"	Open bus body
TPU-6226	5700 "	"	"	" " "
TPU-6227	5700 "	"	"	" " "
TPU-6228	5700 "	"	"	" " "
TPU-6229	5700 "	"	"	" " "
TPU-6230	5700 "	"	"	" " "
TPU-6231	5955 "	"	"	" " "
TPU-6232	5955 "	"	"	" " "
TPU-6233	5955 "	"	"	" " "
TPU-6234	5955 "	"	"	" " "
TPU-6235	5700 "	"	"	" " "
TPU-2978	6150 "	"	"	Closed bus body
TPU-2979	6150 "	"	"	" " "
TPU-2981	6150 "	"	"	" " "
TPU-2982	6150 "	"	"	" " "
TPU-2983	6150 "	"	"	" " "
TPU-2984	6150 "	"	"	" " "
TPU-2985	6150 "	"	"	" " "
TPU-2986	6150 "	"	"	" " "
TPU-2987	6150 "	"	"	" " "
TPU-2988	6150 "	"	"	" " "
TPU-2989	6150 "	"	"	" " "
TPU-2990	6150 "	"	"	" " "
TPU-6236	6150 "	"	"	" " "
TPU-6237	6150 "	"	"	" " "
TPU-2991	6150 "	"	"	" " "
TPU-2992	6150 "	"	"	" " "
TPU-2993	6150 "	"	"	" " "
TPU-6238	6150 "	"	"	" " "
TPU-6239	6150 "	"	"	" " "

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License Number	Tonnage	Make	Model	Type
TPU-6240	6150 ko.	Brockway	1939	Closed bus body
TPU-6241	6150 "	"	"	" " "
TPU-6242	6150 "	"	"	" " "
TPU-6243	6150 "	"	"	" " "
TPU-6244	6150 "	"	"	" " "
TPU-2994	6450 "	"	"	" " "

December 23rd to 31st, 1941, inclusive:

4 Pambusco service trucks taken and used by the U. S. Army during period December 23rd to 31st, 1941, inclusive, on a daily contract basis of ₱30.00 ($15.00) per unit, with gasoline and oil to be furnished or later reimbursed in kind or paid for in cash by the army.

4 Pambusco service trucks, 9 days at ₱30.00 -------- ₱1,080.00

License Number	Tonnage	Make	Model	Type
T-14212	4290 Ko.	Graham	1931	Service
T-11930	2400 "	Ford	1934	"
T-14244	4200 "	"	1935	"
T-14247	4620 "	"	"	"

Total brought forward from Page 1 ----------₱69,930.00

TOTALS ----------₱71,010.00

Reduced to U. S. Currency ---------- $35,505.00

We certify that the above bill is correct and just; that payment therefor has not been received; that all statutory requirements as to American production and labor standards, and all conditions of purchases applicable to the transactions have been complied with; and that state; local or Commonwealth sales taxes are not included in the amounts billed.

Very truly,

PAMPANGA BUS COMPANY, INC.

By: s/ F. F. Cottrell
t/ F. F. COTTRELL
Manager-Treasurer

CERTIFIED TRUE COPY:

t/ WILLIAM C. VINET, JR.
2nd Lt., Inf.
Investigating Officer.

Item 43

Exh EEE

PAMPANGA BUS COMPANY, INC.
(PAMBUSCO)

February 24th, 1942.

The Commanding Officer,
Philippine Motor Transport Depot,
United States Army.

S i r:-

As a result of plans arrived at in conference held in Port Area, Manila, between Officers of the Philippine Motor Transport Depot, United States Army, and representatives of various bus companies, in the event of War or other serious emergency, the entire bus fleet of the Pampanga Bus Co. Inc. (Pambusco), its shops, machinery, motor fuel, oil, supplies, materials and other property were to be placed at the disposal of the Army for its exclusive use.

In the absence of any later or more definite arrangements, this tentative plan was placed into effect on December 8th, 1941, under instructions of Officers of the Philippine Motor Transport Depot.
On December 8th, 1941 the entire bus fleet of the Pambusco, including service trucks and other auxiliary units, shops, machinery, motor fuel, oil, supplies, materials and other company property were placed at the sole disposal and use of the United States Army and all company employees and personnel were assigned to service, maintain and operate the buses and regular shops for the Army.

All regular passenger operations and private business of the company were suspended on December 8th, 1941.

The Tentative plans, which were placed into effect, called for use of motor vehicle units on a daily rental basis of $21.00 per unit per day. The company has already submitted statements of account up to and including December 31st, 1941 on a rental basis of $21.00 per unit per day and has actually received payment on this basis up to and including December 15th, 1941.

In addition to compensation for use of motor vehicles and other property the Army was to reimburse the company for the total amount of all losses or damages to its equipment or property and the Army was to assume full responsibility for Pambusco employees or other company personnel retained in the Army service.

From December 8th, 1941 up to December 31st, 1941, our buses were operated from our shops in San Fernando, Pampanga and in Manila for the Army, being dispatched as called for. On the night of December 31st, 1941 and on January 1st, 1942 the company lost all contact with its buses as the Army took same into the field.

On January 1st, 1942, the United States Army had possession of the following listed motor vehicle equipment of the company:--

200 ---- Passenger buses.
4 ---- Service Trucks.
2 ---- Fire Trucks and Fire engines with complete fire fighting equipment. These fire trucks were dispatched to Fort Mills.
1 ---- Fuel Tank Truck, now in use by General Hospital No. 2 in the field.
1 ---- Buick, 7 passenger Sedan, turned overto Col. Manzano, C.E.
1 ---- Ford V-8 Sedan, turned over to the 88th Field Artillery in the field.

In addition to the above, our shops, machinery, fuel, oil, supplies, materials and other property located in San Fernando, Pampanga, were placed at the disposal of the Army and, we understand, were destroyed on the night of January 1st, 1942 when the Army withdrew thru Pampanga to the province of Bataan.

The company paid all its employees up to and including December 31, 1941 although regular business had been suspended and work was being done exclusively for the Army on a rental basis as mentioned on page 1 hereof.

It is requested that all the above be made of record with United States Army Departments and Offices concerned to serve as a basis for settlement of our claims for compensation and damages which may be submitted later.

Very truly,

PAMPANGA BUS COMPANY, INC.
(PAMBUSCO)

By:--

F. F. COTTRELL
Manager-Treasurer

PAMPANGA BUS CO INC.
(PAMBUSCO)

March 4th, 1942.

MEMORANDUM: -

There is no doubt the Army will hold an investigation on the settlement with Pambusco before payment is made.

At the time we turned our equipment and property over to the Army (Dec. 8th, 1941) it was done by long distance telephone calls received from Col. Quinn or Major Brettell to our office in San Fernando, Pampanga or by local telephone calls from them to our Branch Manager, Mr. Schwaiger, in Manila. Due to the rush and confusion existing at the time we were unable to secure any receipts from the Army and as the use of the Pambusco had, we understood, been already incorporated in the U. S. Army defense plans, receipts were not insisted upon. In fact, none of the other companies secured receipts and up to this date, Captain Derrick, formerly Manager of the Rural Transit Co., has nothing to show where his buses or property went to.

If it is necessary to prove our case before a Board of Officers, numerous witnesses can be secured to testify. Col. Quinn, Majors Brettell and Kalakaka; Messrs. Cottrell, Schwaiger and Miller are familiar with our working plans with the Army. Messrs. Normandy; Corbitt, Jiltsoff and Horley can testify that from Dec. 8th, 1941 work in our shops was done only for the Army. Mr. Miller knows several officers from Stotsenburg who can testify that Pambusco was taken over by the Army. Prominent civilians can be called in who can testify that on or about Dec. 8th, 1941, the Pambusco suspended all regular passenger bus operations for accomodation of civilians and that they often saw Pambusco buses being operated for the Army along the highways.

The Army will no doubt refuse to pay on a rental basis of $21.00 per unit per day, throughout the period it uses them. However, we should insist on payment on this basis up to and including December 31st, 1941 for the entire equipment listed on attached letter. We have already been paid by the Army on a rental basis of $21.00 up to and including Dec. 15th, 1941, which payment will confirm and prove our working agreement with them and also prove that the Army actually had possession and use of our equipment and property.

If settlement is made on a rental basis up to December 31st, 1941, we should then secure payment for all our buses and other motor vehicles turned over to the Army as well as for spare parts, supplies, materials, etc. in our shops in San Fernando, Pampanga, and they should then be considered as property of the Army. We should insist on not less than $1,500.00 (U. S. Dollars) per bus with corresponding reimbursement for other motor vehicles such as fire trucks, tankers, service trucks, automobiles, etc. and full value of other property.

Our men were paid up to December 20th, 1941 (some did not get to sign the payrolls) and if the Army does not settle on a rental basis up to December 31st, 1941, we should secure reimbursement from them for all salaries paid out from December 8th, 1941. Payrolls were already made out, but not paid, up to Dec. 31st, 1941, which is the reason why it is stated in our letter to the Army that salaries had been paid up to that date. (In connection with salaries, see copy of our letter of even date, and 1st indorsement thereto from the Philippine Motor Transport Depot, attached).

The writer, together with Messrs. Normandy, Corbitt and Jiltsoff and 13 Filipino mechanics of the company proceeded to Bataan and set up a shop at Little Baguio under direction and supervision of the Dept. Engs. and up to date of this letter more than 50 Pambusco buses have passed thru the shops for repairs and service

PAMPANGA BUS COMPANY INC.
(PAMBUSCO)

March 4th, 1942.

Commanding Officer,
Philippine Motor Transport Depot,
United States Army.

S i r : -

Many Pambusco drivers have approached me regarding their salaries and state that the Army is not paying them.

As our entire bus fleet has been taken over by the Philippine Motor Transport Depot we feel the Army should pay our employees operating our buses unless the Army definitely confirms their operation on a rental basis of $21.00 per unit per day in accordance with previous plans, in which event the company will assume responsibility for salaries of its bus operators.

If the Army pays our employees, pay should begin from and including January 1st, 1942, the date our buses and employees were taken into the field.

This letter will be delivered by our Driver Pantangco, heading a delegation of drivers who have not received salaries from the Army.

Very truly,

F. F. COTTRELL (Sgd)

By:
F. F. COTTRELL
Manager-Treasurer

1st Inc.

Philippine Motor Transport Depot, In the Field, March 4, 1942.
To: Mr. F. F. Cottrell, Pampanga Bus Company Inc.

1. Advise that salaries should be paid to civilian employees by the using agency. All civilians under this command are being paid from this Headquarters. The men referred to in your letter should be paid by the agency which is now employing them.

For the Commanding Officer:

JOHN B. BRETTELL,
Major, Q. M. Corps.
Executive Officer.

PAMPANGA BUS COMPANY INC
(Pambusco)

March 30, 1942.

The Quartermaster,
United States Army Forces in the Philippines,
In the Field.

S i r:-

We beg to invite attention to attached copy of a letter dated February 24th, 1942, from the Pampanga Bus Co. Inc. to the Philippine Motor Transport Depot, United States Army, regarding use of Pambusco buses and equipment by the Army and also to attached copy of a letter dated March 24th, 1942, from the Commanding Officer, Motor Transport Service (Formerly Philippine Motor Transport Depot) to the Quartermaster, transmitting the letter first referred to.

From the letter of the Commanding Officer, Motor Transport Service, it will be noted the said service does not acknowledge receipt of, or responsibility, for having acquired and used our buses and equipment, although the same were sent out upon instructions received directly from officers of the Motor Transport Service, formerly Philippine Motor Transport Depot.

The Activities of the Pampanga Bus Co. Inc. from December 8th, 1941 up to January 1st, 1942are set forth in our attached letter. It will be noted, and we believe it is a well known and acknowledged fact, that our company extended to the Army its whole hearted support and cooperation in every respect. Our regular business was suspended on December 8th, 1941, although the same could very easily have been continued if our buses and equipment had not been taken by the Army. Our shops and personnel were immediately placed on a twenty-four hour day, working exclusively for the Army. We supplied and serviced practically all Army convoys and other vehicles passing through Pampanga. All our buses were immediately called out by the Army and were used to transport troops and supplies all over central Luzon. Many of our buses were placed and held in Motor Pools of the Philippine Motor Transport Depot in Manila. This could not have been done without instructions from someone and the fact that the Motor Transport Service (formerly the Philippine Motor Transport Depot) at this time denies receipt of or responsibility for our buses and equipment will place the Pambusco in a very embarrassing position later when our claim comes up for settlement with such a denial coming from the very branch of the Army Service charged with such work, on record.

It is possible our buses were not commandeered. They were, however, dispatched to various stations as directed by the Motor Transport Service, in accordance with previous plans, and never returned and the same are now being held in various Motor Transport Service Motor Pool in the field. Many of them are badly damaged, with tops and bodies destroyed to fit them to military requirements and are practically worthless for use in the future as regular passenger buses.

CERTIFIED COPY of Photostatic Copy (p. 1) on file with Statistics Section, Records & Fiscal Division; original in possession of AGO, Washington, D. C.

PAUL D. PERRINE
Certifying Claims Investigator

COPY of Exh.____.
Item 116

EXHIBIT KK Copy

All this is as it should be. We would not have desired it otherwise but we feel that the Army, now that it has stripped the Pambusco of all its buses and equipment, should officially acknowledge receipt of and responsibility for the same.

Respectfully,

PAMPANGA BUS COMPANY INC

By:
s/ F. F. Cottrell
t/ F. F. COTTRELL
Manager-Treasurer

COPY FURNISHED:-
Finance Officer, USAFFE,
Fort Mills.

CERTIFIED COPY of Photostatic Copy (p. 2) on file with Statistics Section, Records & Fiscal Division; original in possession of AGO, Washington, D.C.

PAUL D. PEIRINE
Certifying Claims Investigator

NOTE: This letter is in reference to communication from Col. Quinn Exh.___ and writer's first letter Exh.____.

Item 116 EXHIBIT KK Copy

COMMONWEALTH OF THE PHILIPPINES)
: S.S.
CITY OF MANILA)

A F F I D A V I T

M. A. QUINN, being duly sworn, deposes and says:

I am a Colonel in the Regular U. S. Army. From 20 May 1940 to 9 April 1942, I was Officer in Charge and in Command of the Philippine Motor Transport Depot, Department Quartermaster U. S. Army, Philippine Department, at FortAreo, Manila.

I have examined the Photostatic copies of the letters dated February 24, 1942 and March 30, 1942 written by F. F. Cottrell, manager of the Pampanga Bus Company, Inc., setting forth the agreement between the United States Army and the representatives of various bus companies. All of the contents of said letters are true and correct. I have also examined the Photostatic copy of the letter written by me on 24 March 1942 to Quartermaster, United States Army Forces in the Far East, in the Field, and my signature appears thereon.

When the war broke out, Mr. Cottrell immediately stopped the operation of his busesfor civilian use, and his entireorganization, including buses, trucks, repair shops, fuel, and supplies, was placed at the disposal of the Armed Forces north of Manila. Mr. Cottrell put into operation the plan that was discussed with the Dept Q.M. prior to the outbreak of the war. Without his cooperation and untiring effort, it would have been impossible for our forces to reach Bataan.

To the best of my knowledge and belief all of the buses and other vehicles owned and operated by Pambusco were made available for the use of the Army, and were assigned to various Army Units which used them in transporting soldiers and equipment to Bataan, and during the operations on Bataan. Mr. Cottrell followed the troops to Bataan where he was employed by the Engineer Corps to aid them in their motor transport system.

None of the vehicles of Pampanga Bus Company were requisitioned by

Item 145 EXHIBIT M.M. Copy

the army and I never authorized anyone to commandeer these vehicles. However, during the period from about 23 December to 31 December 1941 many civilian vehicles were commandeered by officers of the various units of USAFFE for transportation to Bataan. I believe that the claimant is honest and that its claim is meritorious.

s/ M. A. Quinn
t/ M. A. QUINN
Colonel, QMC.

Subscribed and sworn to before me this 25th day of September, 1945.

s/ William H. Fitzgerald
t/ WILLIAM H. FITZGERALD
2nd Lt., J. A. G. D.
Investigating Officer

CERTIFIED TRUE COPY OF EXHIBIT _____.

PAUL D. PERRINE
Certifying Claims Investigator

Item 145- EXHIBIT M.M. Copy

C E R T I F I C A T E

It is believed that the statement contained in subsection RR, page 9, of List of Owners and of Property Taken for Military Use and Purposes in the Philippine Theatre of Operations is correct. This list is an inclosure to memorandum from Office of Firscal Director, Washington, D. C. dated 7 December 1943, to the Adjutant General, The Pentagon Arlington, Virginia, Subject: "Private Property Requisitions--Philippine Islands."

Mr. Cottrel, the manager of the Pampanga Bus Co. followed the troops to Bataan after having destroyed all the company's facilities at San Fernando, Pampanga. Mr. Cottrel was later employed by the Engineer Corps in their motor transport setup.

s/ M. A. Quinn
t/ M. A. QUINN
Colonel, QMC

22 September 1945

TRUE COPY OF EXHIBIT ____.

Item 119

EXHIBIT ILL-1

X/C

ARMY SERVICE FORCES
Sixth Service Command
Mayo General Hospital
Galesburg, Illinois

11 December 1945

Before me, Captain Franklin D. Ashcraft, Claims Officer in and for Mayo General Hospital, this day personally appeared before me Colonel Michael A. Quinn, to me well known, who after being duly sworn on his oath did depose and say as follows:

My name is Colonel Michael A. Quinn, my serid number is 0-10882, and I am a commissioned officer in the Army of the United States of America. On or about 1 March 1941 I was stationed in Manila and was Department Motor Transportation Officer. On or about 1 March 1941 it appeared that certain foreign powers were capable of accomplishing an attack upon the Philippine Islands and as a result of this capability I called presidents or managers of the principal bus companies that maintained offices in Manila into conference. The conference was held in the Director's Room at the Army and Navy Club. Lt. Colonel Theodore Kalakure, Quartermaster Corps attended this meeting with me. At this conference the capability of foreign power or powers to attempt invasion by a sudden attack was discussed as comprehensively as military information, classified as secret, would permit without disclosure. Among those present at this meeting was F. F. Cottrell and he, together with other representatives pledged their organization to complete cooperation with the United States Army. Subsequent conferences were held and an estimate of motor requirements was made, and upon this basis a plan was formulated in great detail. This plan had for its declared purpose the satisfactory accomplishment of three missions.

1. The orderly conversion of civilian motor vehicles and equipment to army use in the event of sudden attack.

2. To secure the maximum amount of transportation both to the Army and to the civilians.

3. To prevent confusion that would result from wholesale and indiscriminate commandeering of motor vehicles in the case of a sudden attack.

The completed plan was transmitted through channels and was approved by Brig. General, then Colonel, Charles C. Drake, Quartermaster Corps, but disapproved by Department G-4, Colonel Willoughby Sometime later in the year the plan was submitted to Headquarters of the USAFFE, but no action was taken.

Colonel Andreas as stated in various affidavits retired from the Pampanga Bus Company and came on duty with the Department of Quartermaster about April 1941. He was evacuated to the United States and has since died, but before leaving the employe of the Pampanga Bus Company he turned over all the plans to Mr. Cottrell, and there is no doubt in my mind that when the sudden attack occurred, December 8, 1941 Mr. Cottrell put into operation the plan which had been proposed for a possible eventuality. I cannot recall that I called the Pampanga Bus Company at San Fernando, but it is quite possible that I did make the call referred to by Mr. Normandy. I called on the Pampanga Bus Company in Manila for transportation to be sent to Ft. McKinley and also for transportation for the 31st Infantry in Manila, and more than likely made other calls for transportation. As to Colonel Alba, the name sounds as though he

Item 113 Exh EE-1 (Copy)

must have been from the Philippine Army. In any event he is unknown to me and any transactions between he and the Pampanga Bus Company are unknown to me. Mr. Cottrell placed the entire facilities of his corporation at the disposal of the USAFFE in San Fernando. The statement that I contracted for the use of the vehicles at a rate of 42 Pesos ($21.00) per day is correct and I remember having seen the fire truck mentioned on Bataan and also having seen one on Corregidor. As stated in previous affidavits it was the policy of the Department Motor Transport to avoid the commandeering of vehicles. It was our plan to either purchaseoutright or to lease vehicles, for the time needed. Attention is invited to Exhibit G, the Philippine Motor Transport Depot and dated 9 February 1942, especially the first paragraph which discusses the commandeering of motor vehicles by Philippine Army and Constabulary.

There was no written contract entered into between the Pampanga Bus Company and the Government that I know of. As Department Motor Transport Officer I was directed by verbal orders from the Commanding General to procure vehicles for troop and cargo transportation. Purchase orders were issued as soon as bills were submitted either for the purchase or hire of vehicles. Some firms did not cash their purchase orders. Retained copies of the purchase issued were destroyed or lost during the evacuation of Manila on December 31, 1941 and surrender of Bataan in 1942. Vehicles were used for hauling personnel and supplies and for ambulances to evacuate the sick and wounded. As far as I can remember before withdrawal to Bataan it was agreed between the Purchasing and Contracting Office and the owners of motor transportation that if the rental costs equaled the value of the vehicles the rentals would cease and the firms would be paid only the value of the vehicles. The drivers who entered Bataan could not leave and they formed the operating personnel for all civilian trucks and busses on Bataan. Their salaries were to be paid by the United States Government as I recall, at 50 Pesos per month with quarters and rations. The Officers, Captain Gewold, Mr. Johnson, Mr. Corbet, Mr. Jiltzof, and Mr. Cottrell were employed by the Engineers as I remember it. They were not on duty with me. My best recollection is that the owners of vehicles were given to understand that if any of their equipment was lost or damaged while in the service of the United States that they would be reimbursed for the value of their equipment. I do not recall the number of buses or vehicles taken or used by the Army during the period in question.

s/ M. A. Quinn
Colonel Michael A. Quinn

Subscribee and sworn to before me this 11th day of December A. D., 1945.

s/ Franklin D. Ashcraft
t/ FRANKLIN D. ASHCRAFT
Captain, CMP
Claims Officer

Paper apdx 6 Dec 46
in Pineda file?
also Derrick

CERTIFIED TRUE COPY of
Exhibit ____:

Paul D. Perrine
PAUL D. PERRINE
Certifying Claims Investigator

Item 113

EXHIBIT FF-1 (Copy)

Cl ce Form No. 200
(F ee copies to
ice)

X/0

2-197

PROCUREMENT CLAIMS FORM
(For action by Contract Claims Commission)

Date 21 December, 1945

1. Name of owner: PAMPANGA BUS CO. INC.
Address:
Province _____ Municipality _____
Barrio _____ Street and Number 405 National City Bank Building, Manila.

2. Description of property or service:

214 passenger buses, 7 service trucks, 3 tankers, 3 fire trucks, 11 automobiles; and spare parts, tires, tubes, gasoline, oil, and other supplies.

3. The property was taken by, or the service was rendered to, United States forces under the following circumstances:

All of said property was put into the service of USAFFE at the request of Col. M.A.Quinn of the Philippine Motor Transport Depot on 1 January 1942. During December 1941 some of said equipment was rented to USAFFE.

4. The value of the property when taken, or services rendered, was ₱1,474,955.81 which was not agreed to. ~~A receipt signed by~~ A purchase order was ~~issued~~ issued for rental of ~~, was issued~~ some of the above described vehicles, dated 17 Dec 1941 and signed by John B. Brettell, Maj.,QMC.

5. The total of all money or compensation of any type received by me to date either as rental or as a partial or total settlement for the above, amounts to ₱55,250.00 for rental of 185 busses and 4 service trucks from 9 December to 15 December 1941.

6. All liens or mortgages outstanding against the above property when taken over as above, were held by None

7. After the above property was taken, it was used or disposed of as follows:

185 buses were rented and used by various units of USAFFE during December 1941. These buses with all of the rest of the property were taken to Bataan on 1 January 1942 and used there by the Army until 9 April 1942. Present whereabouts of all property unknown.

8. No claim for the property taken or services rendered has been filed with any other government agency.

9. I swear that the above statements are true to the best of my knowledge and belief, that I am the owner of the above described property, subject to the liens above stated, and am legally entitled to receive payment therefor, that the claim is just and valid, and that IN CONSIDERATION of the payment of ₱1,419,725.81 the United States of America, its officers and agents, are HEREBY UNCONDITIONALLY RELEASED from all further liability arising out of the above claim.

PAMPANGA BUS CO. INC.

BY: R. F. Rawson
Owner
R. F. RAWSON, President

Subscribed and sworn to before me this 12th day of April, 1948.

William C. Vinet Jr.
WILLIAM C. VINET, JR.
2nd Lt. Inf.
(Official)
Investigating Officer

Item 5/ ~~48~~
(Dap)

EXHIBIT _____

EXHIBIT C'

CS-CTS 620
6 May 46 - 1000

Cl. No. ~~PRO-920~~

REPORT OF CLAIMS OFFICER, CLAIMS SERVICE, PHILRYCOM, APO 707

X/C

Forwarded to Commission No. _____ Date _____
Claimant ~~Pampanga Bus Company~~ Type ~~PROCUREMENT~~
Address ~~405 Ayala Building,~~ Amt. claimed ~~₱ 1,470,601.37~~
~~Manila, Philippines~~ Date filed ~~17 May 1945~~

Date and Place of Incident ~~December 6, 1941 thru January 1, 1942 in Manila and Pampanga, Philippines.~~

Nature of Damage ~~Rental and requisitioning of equipment and supplies.~~

Statement of facts and opinion (attach additional sheets if necessary):
(LIST OF EXHIBITS ON SEPARATE SHEET)

I. STATEMENT OF THE CASE:

A. THE CLAIM:

The Pampanga Bus Company, otherwise known as PAMBUSCO, is a corporation organized and existing under the laws of, and engaged in transportation business in, the Philippines before and after the war (Exhibit B). The said corporation, legally represented by its president Mr. R. F. Rawson (Exhibit B-1), institutes the present claim for ₱ 1,470.601.37 representing the following:

1. Rental and use by the Army of 185 passenger buses and four service trucks from 16 December 1941 to 31 December 1941, inclusive, on a daily contract basis of ₱42.00 per unit in the case of buses and ₱30.00 per unit in the case of service trucks, with gasoline and oil to be furnished or later reimbursed by the Army, the value of the vehicles to be paid for in case of loss. (Exhibits A, and E).

2. Value of the 185 passenger buses and four service trucks so rented and of the rest of the automotive equipment of claimant company, or a total of 214 passenger buses, 13 service trucks and 11 automobiles, all of which were allegedly taken to the field by the Army on or about 1 January 1942 and never recovered by claimant company (Idem).

3. Value of spare parts and other supplies, tires and tubes, gasoline, lubricating oil, diesel fuel, alcohol and drum containers, allegedly requisitioned and taken to Bataan by the Army from December 1941 to January 1942 (Idem).

The circumstances of the renting and requisitioning are averred by the claimant company to be thus:

Recommendation:

That in accordance with pre-arranged plans arrived at between claimant company and Colonel M.A. Quinn of the Philippine Motor Transport Depot, 185 passenger buses and 4 service trucks belonging to claimant company were on 8 December 1941 delivered to the U. S. Army under the rental contract as hereinbefore set out; that the U. S. Army assumed liability for the value of the vehicles rented in case of loss while in its possession; that the said vehicles were used by the Army pursuant to the said rental contract from 8 December 1941 to 31 December 1941, inclusive; that rental payment was made by the Army for the period corresponding to December 8 to 15, 1941, inclusive; that by January 1, 1941 all of claimant's automotive equipment and supplies, including the vehicles originally rented, had been taken possession of by the U. S. Army and never returned; and that no receipts were issued for the property so commandeered (Id.).

B. CLAIMANT'S EVIDENCE.

Claimant company adduces the following evidence:

1. As to ownership of automotive equipment:

a. Certificate of registration (Exhibits F thru F-56, F-59 thru F-61, F-66 thru F-234), official receipts, (Exhibits F-58, F-64, F-235 thru F-238 A), invoices, (Exhibits F-62 and F-65), and a certificate from the District Engineer of Pampanga (Exhibit F-57).

b. A certified list of the vehicles supposedly owned by claimant company as of December 31, 1941 (Exhibit G), together with explanatory affidavits of the superintendent of maintenance and operation of the company Edward Normandy Sr. (Exhibit G-1 and H).

c. Audit report of Enrique Caguiat, certified public accountant, on the automotive equipment of claimant company as of December 31, 1941 (Exhibit K), and an explanatory affidavit of the said accountant (Exhibit K-1).

d. Affidavit of Edward Normandy Sr. averring reconversion, reconstruction and assembly of certain service trucks of claimant company (Exhibit J), and corroborative statements from auto dealers attesting to sale to claimant of equipment allegedly installed (Exhibits J-1 thru J-5).

e. Certification by auto dealers of absence of any lien or encumbrances on the vehicles claimed for (Exhibits W thru W-2).

2. As to the company's stock of auto spare parts, tires and tubes, alcohol, gasoline, lubricating oils and diesel fuel:

a. Affidavits of Edward Normandy Sr. (Exhibits L and R), and Enrique Caguiat (Exhibit M), photostatic copy of operation report of claimant company for November 1941 (Exhibit S-1), accompanied by identifying affidavit (Exhibit S), audit report of Enrique Caguiat, CPA, above-mentioned, with explanatory affidavit of said accountant, and affidavits of claimant company's stock clerks (Exhibits N and O), and a list of spare parts and supplies (Exhibit O-1), all of which seeks to establish the various kinds and quantities of the spare parts and supplies which claimant allegedly had in stock during the period involved.

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b. Affidavit from the Manila District Engineer of Caltex affirming sales and deliveries of gasoline to claimant company in December 1941 (Exhibit U), together with a photostatic copy of the ledger of Caltex relative to such sales and deliveries (Exhibit U-1).

c. Affidavit of the manager of Goodrich International Rubber Company attesting to sales and deliveries of tires and tubes to claimant company in December 1941 (Exhibit V), and a corroborative affidavit of the shipping clerk of the said company (Exhibit V-1).

3. As to the alleged rental of passenger buses and service trucks and the alleged commandeering of the entire automotive equipment and supplies of claimant company:

a. Affidavits of Edward Normandy Sr. (Exhibit Y and Y-1), which explain all the supposed circumstances surrounding the renting by the U. S. Army of claimant company's vehicles, and leading ultimately to the commandeering on or about 1 January 1942 of its entire automotive equipment, spare parts and supplies at San Fernando, Pampanga, and Manila.

b. Affidavit of claimant company's chief mechanic at its Manila Division, Herbert Horley, (Exhibit BB), which corroborates Normandy's statements and relates how the Manila Shop of PAMBUSCO was virtually converted into an Army shop servicing Army-operated vehicles and how by the end of December 1941 all of claimant company's vehicles with the exception of two vehicles assigned to its Manila Branch had passed over completely to Army possession and control.

c. Affidavits of drivers and other personnel of claimant company (Exhibit CC thru CC-55), relating how the vehicles respectively driven by them were assertedly operated for the Army.

d. A document purporting to be the duplicate original of a statement of account dated January 1, 1942, signed F. F. Cottrell and addressed to the Commanding Officer of the Philippine Motor Transport Depot, for rental of claimant company's vehicles corresponding to the period December 23 to 31, 1941 (Exhibit DD).

C. INVESTIGATION OF THE CLAIM:

In the investigation of the present claim, available Army records have been gathered (Exhs. HH thru LL, MM thru OO-1), statements from Army personnel and other individuals obtained (Exhs. T, T-1, FF thru GG, LL-1, MM, PP, QQ thru QQ-15, RR), an oral examination of claimant company's witnesses conducted (Exhs. K-2, Z, BB-1), and valuation made (Exhs. TT thru TT-3).

D. GENERAL CONSIDERATIONS:

1. Pertinent Facts and Circumstances. --A perusal of the evidence compiled by this Service discloses the following facts and circumstances:

a. Sometime before 8 December 1941, Lieutenant Colonel (now Colonel) Michael A. Quinn, then Commanding Officer of the Philippine Motor Transport Depot, realized that in the event of the outbreak of a war, which then appeared to

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be imminent, the United States Army Forces would be confronted with an acute motor transportation shortage (Exhs. EE thru GG). Accordingly, he called into a conference the heads of the principal bus companies with offices in Manila for the purpose of formulating the necessary plans to cope with the contingency. (Id.).

b. At this conference, PAMBUSCO, among other companies, was represented, and it pledged complete cooperation through its manager, Floyd F. Cottrell, now deceased (Exhs. EE-1 and AA).

c. When the war did broke out on 8 December 1941, Cottrell, in pursuance of the plans arrived at in the conference above referred to, immediately stopped the operation of PAMBUSCO buses for civilian use, and the "entire organization including buses, trucks, repair shops, fuel, and supplies, was placed at the disposal of the Armed Forces north of Manila." (Exh. MM).

d. Apparently in execution of the plans abovementioned, the Philippine Motor Transport Depot hired from PAMBUSCO 185 passenger buses and 4 service trucks on a daily contract basis of ₱42.00 per unit in the case of buses, and ₱30.00 per unit in the case of service trucks, "with gasoline and oil to be furnished or later reimbursed in kind or paid for in cash by the Army". (U.S. Army Purchase Order No. M42-1516, Exh. NN, and U. S. Army Public Voucher No. 2495, Exh. NN-1). So far as may be conclusively determined offhand, this rental contract ran at least from December 9 to 15, 1941, inclusive, payment for this period having been received by claimant company (Id.). In this connection, deserving notice is the Partial Lists of Recorded Commandeered Vehicles from ASF JAG Washington, D. C. which show that as of the 19th, 20th, 21st, 23rd and 24th of December 1941, a considerable number of PAMBUSCO buses were in the possession of various Army units (Exhs. OO, OO-1), as well as the accounts given by Army officers concerning use and disposition of PAMBUSCO buses on different dates after December 15, 1941 (Exhs. QQ-5 thru QQ-14).

e. In connection with the hiring of buses, Colonel Quinn's best recollection was that all bus operators concerned were given to understand that the value of the vehicles was to be paid for in case of loss or destruction. (Exh. EE-1).

f. There was no written contract entered into between the transportation companies and the U. S. Army (Idem, Exh. FF), nor did the Army and the lessors agree as to when the period of rental would expire. However, Colonel Quinn and Robert Peyer, who assisted the former in connection with the activities of the Philippine Motor Transport Depot, mutually agree "that on the date when the U. S. Army and Filipino forces retreated to Bataan which was 31 December 1941, that the Army should not pay for the rental of trucks or buses subsequent to said date if the U. S. Army agrees to pay for the loss of said property" and regard "that this opinion should be established as a policy in the settlement of claims of this type" (Exh. FF).

g. Aside from the vehicles rented, the United States Army acquired from claimant company other automotive equipment, and as far as may be readily gleaned from the evidence, such other automotive equipment consisted of at least two service trucks and one automobile (Exhs. EE-1, PP).

h. Numerous American and Filipino officers bear witness to the operation, servicing or maintenance of a considerable number of PAMBUSCO vehicles in different parts of Luzon and ultimately at Bataan (Exhs. QQ thru QQ-15).

i. Cottrell followed the troops upon their withdrawal to Bataan, "where he was employed by the Engineer Corps to aid them in their motor transport system" (Exh. MM). So did Edward Normandy, Sr., claimant company's superintendent of maintenance and operation, who was admitted into the payroll of the Army and did maintenance and servicing work on motor vehicles at Bataan (Exh. AA).

j. As far as Colonel Quinn can remember, "before withdrawal to Bataan it was agreed between the Purchasing and Contracting Officer and the owners of motor transportation that if the rental costs equaled the value of the vehicles the rentals would cease and the firms would be paid only the value of the vehicles". (Exh. EE-1).

k. While at Bataan, Cottrell addressed a letter to the Commanding Officer of the Philippine Motor Transport Depot, Col. Quinn, dated February 24, 1942 (Exh. II) advising the latter, for purposes of records, of the placing of the PAMBUSCO facilities at the exclusive disposal of the Army in accordance with pre-arranged plans; of the renting of PAMBUSCO vehicles by the Army; of the operation of these vehicles from the PAMBUSCO shops in San Fernando, Pampanga, and in Manila for the Army from 8 December 1941 to 31 December 1941; of the loss of contact by the company with its buses on January 1, 1942; of submission of statements of account up to and including December 31, 1941; and of receipt by claimant company of rental payment corresponding to the period December 9 to 15, 1941. The letter further indicated the number and type of vehicles allegedly in the possession of the United States Army on January 1, 1942. The above-mentioned letter was forwarded by Colonel Quinn to the U. S. Army Quartermaster together with a letter of his own dated 24 March 1942 (Exh. JJ) in which he expressed belief in the correctness of Cottrell's statements but adding that the "commandeering was not done either by the Quartermaster or Motor Transport Depot". By letter dated March 30, 1942 (Exh. KK), Cottrell, referring to his previous communication and to that of Colonel Quinn, invited attention to Colonel Quinn's disclaimer of responsibility for PAMBUSCO buses and equipment, and requested official acknowledgment from the Army of receipt and responsibility for the same.

l. The letter of Cottrell dated February 24, 1942 sets forth the PAMBUSCO vehicles allegedly in the possession of the U. S. Army as follows:

200 Passenger Buses
4 service trucks
2 fire trucks
1 fuel tank truck
1 Buick sedan
1 Ford V-8

2. Pertinent Considerations. - -Worthy of note are the following considerations which have a material bearing on the determination of the present claim:

(a) It is a universally known fact that the battle situation, in so far as the USAFFE was concerned, was critical from the inception of the war and became increasingly

so as it progressed until the withdrawal to Bataan and the ultimate fall of the penninsula.

(b) The USAFFE was faced with transportation shortage and was dependent for its transportation requirements upon civilian motor transport (Exhs. FF thru GG).

(c) When the USAFFE withdrew to Bataan, it had orders to evacuate to the limit of its capacity all war materials and supplies, among them transportation equipment and facilities (Exh. RR).

(d) Colonel Michael A. Quinn acknowledges that without Cottrell's "cooperation and untiring effort, it would have been impossible for our forces to reach Bataan" (Exh. MM).

(e) Claimant company's keymen in the management and operation of PAMBUSCO equipment and supplies, manager Cottrell and operations and maintenance superintendent Normandy, were American citizens.

II. OPINION:

A. ON THE CLAIM FOR RENTAL PAYMENT:

The first item of the present claim is for the daily rental of 185 passenger buses and 4 service trucks at the rate of ₱42.00 per unit in the case of buses and ₱30.00 per unit in the case of trucks, corresponding to the period December 16 to 31, 1941, inclusive.

That a contract of rent was entered into between claimant company and the United States Army upon the terms as alleged by the former, and that the said contract was in fact put into execution by both parties beginning 8 December 1941, is an established fact. That the contract of rent went into operation at least from December 9 to 15, 1941, inclusive, and that payment corresponding to this period was made to claimant company is equally established.

What requires determination therefore, is: did the rental agreement continue to run from December 16 to 31, 1941, inclusive?

Taking into account certain considerations recited in Part I hereof (Section D, paragraphs 2) it becomes apparent that the rented vehicles could not have been relinquished by the U. S. Army and that they must perforce have been continuously in its possession and use up to the time of its retreat to Bataan and throughout its operations therein until its surrender on 9 April 1942. This is further reinforced by the statement of Colonel Quinn that to the best of his knowledge and belief "all of the buses and other vehicles owned and operated by PAMBUSCO were made available for the use of the Army and were assigned to various Army units which used them in transporting soldiers and equipment to Bataan, and during the operation on Bataan by the Army partial list of recorded commandeered vehicles which shows possession by Army units of PAMBUSCO vehicles as of the 19th, 20th, 21st, 23rd and 24th of December 1941; and by statements of American and Filipino officer concerning operation, possession or maintenance by the U. S. Army of a considerable number of PAMBUSCO vehicles at

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various parts of Luzon and ultimately at Bataan on different dates of December 1941.

When, then, did the rental agreement terminate?

Claimant company believes the operation of the contract extended to and ended on December 31, 1941, for the reason that contact with its vehicles was lost on January 1, 1942, the date when the USAFFE entrenched itself at Bataan. On this point, Colonel Quinn himself and his assistant in the Philippine Motor Transport Depot, Robert C. Peyer, hold the view that the contract terminated on 31 December 1941 and that the Army should not pay for the rental subsequent to the said date if the U. S. Army agrees to pay for the loss of the said property. The undersigned entertains the same opinion, upon the premise that the vehicles rented from claimant company, when taken by U. S. Army units to Bataan on or about 1 January 1942, wer so taken as commandeered and not as leased property. This is so, because the vehicles in question were taken to the fieldand out of claimant company's sphere of supervision pursuant to orders from higher Headquarters to evacuate all available transportation equipment and supplies. The taking was, therefore, done in the exercise of the Army's requisitioning authority rendered necessary by a supervening emergency. Thenceforth, the element of consent, essential to all contracts, including those of rent, ceased to be of any moment. Then war power came into play.

In view of all the foregoing, the undersigned is of the opinion that there is due and owing in favor of claimant company and against the U. S. Army rental for the use of 185 passenger buses and 4 service trucks, at the rate of ₱ 42.00 per unit per day in the case of buses and ₱ 30.00 per unit per day in the case of trucks for the period December 16 to 31, 1941, inclusive.

Requiring consideration at this juncture is the statement of Colonel Quinn, that as far as he can remember "before withdrawal to Bataan it was agreed between the purchasing and contracting officer and the owners of Motor Transportation that if the rental cost equaled the value of the vehicles the rentals would cease and the firms would be paid only the value of the vehicle".

The rental payment accruing from the use by the USAFFE of the passenger buses and the service trucks of claimant company by virtue of the contract of rent oft-referred to, both paid and unpaid aggregates ₱181,470.00; while the value of the said vehicles, on the basis of the valuation made by this Service adds up to ₱312,468.00 (See Exh. TT).* The rental is thus less by ₱230,998.00 than the value of the vehicles rented. Obviously, the agreement mentioned by Colonel Quinn is not applicable to claimant company's present claim for rental. The amount due to the company as hereinbefore determined remains, therefore, unaffected.

B. <u>ON THE CLAIM FOR THE VALUE OF THE AUTOMOTIVE EQUIPMENT</u>:

The next item of the claim is for the value of the 185 passenger buses and 4 service trucks rented by the U. S. Army from claimant company, subject of the next preceeding discussion, and of the rest of the automotive equipment allegedly owned by the latter, less two automobiles, or a total of 214 passenger buses, 13 service trucks and 11 automobiles, all of which were assertedly taken to the field by the U. S. Army on

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* Reevaluation is being made of the automotive equipment.

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or about January 1, 1942 and never recovered by claimant company.

1. As to the rented vehicles. --The conclusion has previously been reached that 185 passenger buses and 4 service trucks were in fact taken and used by the U. S. Army for the period December 9 to 31, 1941, inclusive, under a contract of rent with claimant company, and that beginning January 1, 1942, these vehicles changed in status from leased to commandeered property. As of the latter date, therefore, liability for the value of the property in question attached to the Army. At any rate, it is acknowledged by Colonel Quinn himself that claimant company was given to understand that the value of the vehicles rented was to be paid for by the Army in case of loss or destruction. That the vehicles in question were lost to claimant needs no discussion.

The remaining point to consider, therefore, is whether these particular vehicles belonged to claimant company. This point may be resolved by referring to the duplicate original of the statement of account dated January 1, 1942, addressed to the Philippine Motor Transport Depot and signed by F. F. Cottrell, PAMBUSCO Manager (Exh. DD), and by comparing the same to the certificates of registration presented by claimant company relative to ownership of property claimed for. This, on the assumption of course, that the aforementioned documents are genuine and accurate. Exhibit DD discloses the license plate numbers of the vehicles subject of the rental contract. It will be found that each of the vehicles concerned is covered by a 1941 registration certificate (Exhibits F-1 thru F-56, F-59 thru F-61, F-66 thru F-102, F-106 thru F-109, F-111, F-113 thru F-119, F-121 thru F-124, F-126 thru F-175, F-176 thru F-198, F-210, F-211, F-214, F-217). A careful examination of the documents referred to affords no ground for doubt as to their authenticity. As to whether the listing of the vehicles in Exhibit DD is correct, there is scarcely room for a contrary belief.

It is thus settled that the 185 buses and 4 service trucks covered by the rent did in fact belong to claimant company, and that the U. S. Army is liable to claimant company for the value thereof.

2. As to the rest of claimant company's automotive equipment. --Claimant company alleges that its total automotive equipment when the war broke out consisted of 214 passenger buses, 13 service trucks and 13 automobiles, and that the whole of such equipment, minus two automobiles, was commandeered by the Army. The question on the rented vehicles having been disposed of, there remain to be accounted for 29 other passenger buses, 9 other service trucks, and 11 automobiles.

a. As concerns two fire trucks and one automobile.--Commandeering by the United States Army from claimant company of 2 fire trucks and one Buick sedan has previously been found to be a fact. The 1941 certificate of registration covering the automobile is on file and constitutes satisfactory proof of ownership of the vehicle in question by claimant company (Exh. F-222). 1941 certificates of registration for three fire trucks have been presented by claimant company (Exhs. F-218 thru F-220), and it is not possible to determine which of these certificates cover the two fire trucks commandeered. The certificate are apparently genuine, and the impossibility of ascertaining which of the three certificates presented cover the two fire trucks in question does not preclude the conclusion that claimant company owned these vehicles.

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b. As concerns 29 other passenger buses, 7 other service trucks, and 10 other automobiles. -- The inquiry therefore, is further simplified to 29 other passenger buses, 7 other service trucks, and 10 other automobiles. It is necessary, though, for obvious reasons, to include the two fire trucks just referred to in the discussion of ownership by claimant company of the service trucks.

In passing upon this particular aspect of the claim, it is convenient to determine first the truth of claimant company's allegation that its automotive equipment was requisitioned in its entirety by the USAFFE. For if the said allegation be true, proof of ownership by claimant company of the vehicles with which we are particularly concerned presently would practically carry with it the conclusion that they have been requisitioned, and vice-versa, due regard, of course, being had to questions of serviceability and availability.

The very same considerations sustaining the finding that the rented vehicles were commandeered by the Army militate heavily in favor of claimant company's allegation. The transportation handicap which confronted the USAFFE; its dependence on civilian motor transport for transportation requirements; its adverse situation of throughout its campaign, which culminated in the withdrawal to Bataan; the orders it had to evacuate as much war materials and supplies as possible, including transportation equipment, in its retreat; the fact that claimant company through its manager Cottrell placed the entire PAMHUSCO outfit from the start of the war at the disposal of the USAFFE; the utmost cooperation rendered by Cottrell, without whose "cooperation and untiring effort, it would have been impossible for our forces to reach Bataan" -- all these converge to the conclusion that the whole automotive equipment of PAMHUSCO was requisitioned by the Army.

Another potent factor is the fact that the keymen of claimant company in the management, maintenance and operation of its equipment, Manager Cottrell and Operations and Maintenance Superintendent Normandy, were Americans. By reason of nationality, these PAMHUSCO employees had their lot inextricably tied up with that of the USAFFE. For them, its fall would mean captivity and an unknown fate holding forbidding uncertainties. It is only natural to suppose that they themselves saw to it that anything and everything PAMHUSCO had which might help the USAFFE in its uphill struggles was turned over to it. To undersigned's judgment, therefore, the entire available automotive equipment of claimant company was taken over by the USAFFE.

Proceeding upon the conclusion just arrived at and following the line of inquiry adopted, the question at hand boils down to a question of ownership, which, once established, would operate to sustain the claim for the vehicles now in question, subject as aforestated to considerations of availability and serviceability.

Thirteen certificates of registration for automobiles are present (Exhs. F-222 thru F-234). These substantiate ownership, among others, of the 10 automobiles herein involved.

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Taking note of the passenger buses and service trucks covered by the rental contract, and checking with the list of vehicles allegedly owned by PAMBUSCO as of December 1941, certified correct by Edward Normandy Sr. (Exh. G), the 29 other passenger buses, and the nine other service trucks may be ascertained. For convenience, the buses and service trucks are referred to herein by the respective numbers with which they are identified by claimant company, namely, passenger buses numbers 69, 73, 111, 112, 113, 118, 119, 120, 121, 122, 123, 125, 126, 133, 136, 141, 157, 167, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260 and 261, and service trucks numbers 3, 4, 5, 7, 9, 10, 11, 14, 166. An examination of claimant's evidence of ownership with respect to these vehicles reveals that the majority of them are covered by certificates of registration (Exhs. F-103 thru F-105, F-110, F-111, F-120, F-125, F-141, F-199 thru F-216, F-218 thru F-221), while the rests are not, i.e., buses numbers 69, 73, 118, 119, 121, 122, 123, 125, 126, 133, 167, and service truck number 9.

Asked to explain the absence of certificates of registration for the vehicles last enumerated, claimant company, through Normandy, states:

(1) As regards buses Nos. 69 and 73. -- These vehicles were commandeered by the U. S. Army prior to their presentation to the office of the District Engineer (Exh. G-1). This statement is supported by the certificate of the District Engineer of Pampanga dated 24 December 1941 (Exh. F-57), certifying registration of the buses in question on December 22, 1941. The certificate is obviously genuine.

(2) As regards buses Nos. 119 and 126. --These vehicles were never registered, as they were new cars acquired in November 1941 and were at San Fernardo with their body being built when Army officers gave instructions to put a platform on them (Exh. G-1). That these particular vehicles did exist tends to draw confirmation from the audit report of Enrique Caguiat, Certified Public Accountant (Exh. K). This report lists the vehicles PAMBUSCO allegedly had as of December 1941, among them, the buses now in question, nos. 119 and 126. Asked concerning the basis of the audit report with reference to the vehicles, Caguiat states that the basis was the list of motor vehicles which he prepared about the end of November 1941 from the stock cards of PAMBUSCO and which he verified by making a physical check of the motor vehicles (Exh. K-1). Further, Caguiat explained in detail how he prepared the Audit Report (Exh. K-2), and produced the list of vehicles referred to, a photostatic copy of which has been prepared (Exh. K-3). The probative value of Caguiat's Audit Report and of his statements is hereinafter treated in connection with the discussion of the weight and sufficiency of claimant's evidence on matters the truth of which, owing to circumstances, lies peculiarly within the knowledge its witnesses.

(3) As regards Bus No. 167. --The certificate of registration for this vehicle was lost.

(4) As regards passenger buses nos. 118, 121, 122, 123, 125, 133 and service truck no. 9. -- Normandy is under the impression that he had submitted to this office registration certificates corresponding to all of his vehicles. At any rate, claimant company offered to and did submit the corresponding

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official receipts of registration (Exhs. F-235 thru F-192). These receipts furnish ample proof of ownership of the vehicles covered. Certain apparent discrepancies relative to plate numbers are explained by Normandy (Exh. H).

Recapitulating, ownership by claimant company is satisfactorily established over the vehicles under consideration except buses nos. 119, 126 and 127, evidence concerning which will hereafter be more thoroughly considered as to probative value.

On the question of serviceability and availability of the vehicles determined herein to count with ample proof of ownership, the weight of probabilities inclines strongly in favor of claimant company. Persuasive evidence on this point is provided by statements of Normandy (Exh. Z), and Herbert Horley (Exh. BB-1), chief mechanic at the Manila Division of claimant company, which statements were given impromptu in response to unanticipated cross-questionings. Admittedly, it is bad management for a big company like the PAMBUSCO, as Normandy points out, to have to lay up a bus that is making money every day it runs (Exh. R). Admittedly also, all PAMBUSCO vehicles should in the ordinary course of things be available at its premises at San Fernando, Pampanga, and Manila.

Before going over to the next item of the present claim the result of this particular discussion may be restated thus: That the U. S. Army is liable to claimant company for the value of the 185 passenger buses and 4 service trucks originally acquired under a rental contract; for the value of 2 fire trucks and one automobile which count with direct and positive proof of commandeering; and for the value of 27 other passenger buses, 7 other service trucks and 10 other automobiles, which, by the preponderance of evidence, are adequately established to have been commandeered.

Three buses, namely, Nos. 119, 126 and 167, have not so far been definitely resolved.

C. <u>ON THE CLAIM FOR THE VALUE OF SPARE PARTS SUPPLIES, TIRES AND TUBES, GASOLINE, ALCOHOL, DIESEL FUEL AND LUBRICATING OIL:</u>

The last item of the claim is for the value of spare parts and other supplies, tires and tubes, gasoline, lubricating oil, diesel fuel, alcohol and drum containers, allegedly requisitioned and taken to Bataan by the Army from December 1941 to January 1942.

Claimant company alleges it had a stock of the above items stored at its premises at San Fernando when the war broke out. For the very same reasons from which the conclusion has been drawn that the entire automotive equipment of claimant company was taken over by the Army, it has likewise to be conceded as an establish fact that whatever transportation materials and supplies claimant company had in its storeroom when the war broke out were requisitioned by the Army. So that the only question requiring determination in this connection is the precise kinds and quantities of such articles claimant company had at its premises during the time involved. Data hereon are set forth by claimant in detail in Exhibit E, page 4.

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No Army record of any kind is available on this point.

Of the products claimed for gasoline delivered by Caltex Company in December 1941 and tires and tubes delivered in the same month by Goodrich International Rubber Company are relatively easier to determine, and should therefore be disposed of first.

1. The fact of delivery by Caltex of ₱26,421.40 worth of gasoline to Pampanga Bus Company in December 1941 at the apparent price of 12½ centavos per liter is attested to by the Manila District Manager of Caltex (Exh. U) and corroborated by the available ledger card of the same company showing a balance against PAMBUSCO of the amount of ₱26,421.40 as of December 23 (Exh. U-1). The Evaluation Section of this Service confirms the alleged contract price of Caltex on gasoline (Exh. TT-3). The undersigned believes the claim on these goods is adequately established.

2. Delivery by Goodrich International Rubber Company of tires and tubes worth ₱35,344.40 is amply substantiated (Exhs. V, V-1). Our valuation section also gives confirmation on the price quoted by Goodrich Company (Exh. TT-2).

Coming now to the rest of the articles and supplies subject of the present item of the claim.

3. A perusal of the audit report (Exh. K) indicates the alleged amounts, in money value, of claimant company's stocks of such articles and supplies as of December 1941. Questioned as to the basis of the figures in the said report concerning these materials and supplies, the author thereof, Caguiat, states that the basis was the trial balance which he prepared on November 30, 1941 and which he verified by making a physical as well as a book check of the rolling stock of the company (Exh. K-1). He stated further, that the figures represented cost price (Exh. K-2). The trial balance referred to was produced and a photostatic copy thereof was thereafter prepared (Exh. K-4).

The probative value of Caguiat's statements and his audit report will be touched upon in connection with the discussion of claimant's evidence as to matters within its peculiar knowledge. Assuming, however, for present purposes, the veracity of Caguiat and the correctness of his report, the kinds and quantities of spare parts and supplies PAMBUSCO had in stock as of December 1941 may be arrived at by the following process: Stock on hand as of the end of November 1941, as appears in the audit report, plus deliveries made in December 1941 minus issue from December 1 to December 7, 1941 equals balance on hand as of 8 December 1941, the date when the PAMBUSCO shop at San Fernando went over to the exclusive disposal of the USAFFE.

As to spare parts, the issue thereof by claimant company, from December 1 to 7, 1941, according to Normandy, could not have been more than ₱4,000.00. Assuming the truth of this assertion, and applying the process above-mentioned, ₱182,606.12 worth of stock on hand as of November 31, 1941, as indicated by the audit report, minus ₱4,000.00 worth of stock issued from December 1 to 7, 1941 as attested to by Normandy, equals ₱178,606.12, worth of auto spare parts on hand when the Army took over.

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But reference to a certain piece of evidence submitted by claimant company shows an estimate so much lower that preference therefore is decidedly advisable. This is Exhibit C-1 which represents an attempt on the part of claimant company's stockroom clerks to list from memory the particular spare parts and supplies on hand as of the date we are concerned. An examination thereof will readily elicit misgivings as to its accuracy and reliability. But the point is, this list upon valuation gives a total of ₱162,184.78 (Exh. TT-1), which is much less than the balance of ₱178,606.12 previously arrived at, and which connotes that from the period December 1 to 7, 1941 PAMBUSCO expended ₱19,815.22 worth of auto spare parts. Indeed, the inaccuracy of the list, as Normandy explains, arises from inability to recollect items.

4. With reference to gasoline stock, the operation report of PAMBUSCO for November 1941 shows that PAMBUSCO's consumption of gasoline for the said month amounted to 22,358 gallons (Exhs. S, S-1). Taking the average daily consumption of gasoline upon the basis of this report, it will be seen that for seven days PAMBUSCO consumed gasoline at an approximate cost price value of ₱2,500.00. The operation report appears authentic. ₱18,457.64, cost price worth of stock on hand at PAMBUSCO as appears in the audit report, minus ₱2,500.00, cost price worth of gasoline estimated to have been consumed for the first 7 days of December 1941 on the basis of the November 1941 operation repot, equals ₱15,957.64, worth of gasoline on hand at PAMBUSCO as of 8 December 1941. Add to this balance the ₱3,205.22 worth of gasoline delivered by Standard Vacuum Oil Company in December 1941, as is adequately evidenced by a sworn statement from the sales manager of the oil company (Exh. T), and an extract from its records (Exh. T-1), we arrive at the cost price worth of PAMBUSCO gasoline on hand at the time concerned, which is ₱19,162.86. It will thus be seen that PAMBUSCO's claim in respect of this particular product is much lesser, being ₱18,457.64, and the latter figure may be safely accepted.

5. As to alcohol, the Operation Report Exhibit S-1 shows ₱21,325.71 worth of such fuel at the alleged cost price of ₱.075 per liter was consumed for the month of November 1941, or a little less than ₱5,208.84 worth of such product expended for seven days. This considerably exceeds what the audit report Exhibit K indicates as on hand as of the last day of November 1941, which is ₱1,100.00. No evidence of deliveries to PAMBUSCO of alcohol is present; the sole evidence whereon the alleged amount of alcohol on hand as of 8 December 1941 at the San Fernando premises rests is the statement of Normandy (Exh. R). The amount is ₱302.10 worth of alcohol at ₱.075 per liter. Our valuation section's cost price for alcohol is ₱.055; so that the price should be proportionately reduced from ₱302.10 to ₱221.54 which is the worth of alcohol on hand as of 8 December at the PAMBUSCO premises.

6. With respect to diesel fuel oil, lubricating oil, and tires and tubes other than those delivered to claimant company in December 1941, while the audit report Exhibit K shows how much worth of such materials and supplies claimant company had in stock at the end of November 1941, there is no means whereby to determine how much thereof could have been consumed for the first seven days of December 1941. The only evidence in point is the statement of Edward Normandy Sr. (Exh. R), which sets forth the following data:

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Diesel Fuel

500 drums (of 53 gallons each) of Standesol @ contract price of ₱.20 per gallon - - - - ₱5,300.00

Lubricating Oil

100 drums (of 53 gallons each) of Stanvac @ contract price of ₱1.05 per gallon - - - 5,565.00
100 drums (of 53 gallons each of Salvac @ contract price of ₱1.85 per gallon - - - 9,805.00
53 drums (of 53 gallons each) of Deep Rock @ contract price of ₱.84 per gallon - - - 2,359.96

Tires and Tubes

375 7.50 x 20 tires and tubes (8 ply) @ contract price of ₱43.22 for tires and ₱6.78 for tubes - - - - - - - - - - - - - - - - - - - 18,750.00
180 8.25 x 20 tires and tubes (10 ply) @ contract price of ₱60.06 for tires and ₱8.52 for tubes - - - - - - - - - - - - - - - - - - - 12,344.40

Confirmation of the contract prices have been given by the Evaluation Section (Exh. TT-3) save as to Stanvac and Salvac Oil, which have been determined by it to be ₱.75 and ₱.84 per gallon, respectively. Claimant's figures for the Stanvac and Salvac Oils should therefore be reduced to ₱3,975.00 and ₱4,452.00, respectively.

7. Regarding drum containers, Normandy states the total number of drums taken with each class of fuel were 20 drums with alcohol, 500 drums with diesel fuel and 253 drums with lubricating oil. Normandy further states that they were 53-gallon drums valued at ₱6.00 each by the dealers. The Evaluation Section sets down the price as ₱4.00 each.

D. WEIGHT AND SUFFICIENCY OF CERTAIN EVIDENCE ADDUCED BY CLAIMANT COMPANY:

From the foregoing discussions, the merit of the present claim as concerns two vehicles, i.e., buses, Nos. 119, 126 and 167, and materials and supplies (except gasoline delivered by Caltex and tires and tubes delivered by Goodrich Company in December 1941) hinges on the probative value to be accorded to the following: Audit Report Exhibit K of Enrique Caguiat, Certified Public Accountant, his statements (Exhs. K-1 and K-2), and the list of vehicles Exhibit K-3 and the trial balance for November 1940 Exhibit K-4; the statements of claimant company's superintendent of maintenance and operations (Exhs. R, Y and Z); and the testimony of claimant company's chief mechanic at the Manila Division (Exhs. BB and B-1).

Doubtless the statements of the individuals above-named concern matters whereon they are respectively competent to testify, by reason either of professional qualifications or of personal cognizance of the facts involved.

The audit report, in particular, was prepared by a certified public accountant of long experience and creditable standing, having for clientele a respectable list of firms of good reputation, and possessing the distinction of being the

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only Filipino member of the noted and exclusive American Institute of Accounts. Normandy and Horley are American and British citizens, respectively, the former having been for 37 years an auto mechanic.

All the statements of these witnesses including those given orally under interrogations, betray nothing that challenges credulity. Caguiat gave declarations with the aid of documents which were prepared by him at the time the matters referred to therein occurred or were in existence, and when nobody had the slightest intimation that any claim of this nature would have arisen. Normandy, though speaking from recollection, impresses the interrogator as frank and candid. In point of fact, all of his statements tally in every material detail with established facts, and such of his allegations as could be referred to Army personnel for verification invariably received confirmation. Horley, for his part, appears to be sincere.

In this connection, it may be observed that the nation-wide reputation of claimant company, which has always ranked as first rate public utility operator, enjoying public faith and esteem for its long years of honest and efficient service, and commanding high regard as a going concern, owning a respectable capital both financially and in terms of good will, precludes suspicion that it would countenance presentation of false and fraudulent evidence in the prosecution of the present claim.

Likewise, the active management of the present claim has been handled by Mr. L. D. Lockwood, who was successivdy claimant company's promoter, president and legal counsel, and Mr. Manuel O. Chan, local lawyer and professor of law. Both of these men have throughout displayed openness in their dealings with this office, giving free access to claimant company's office for any document that may be pertinent to the claim, and laying all of their cards, so to speak, on the table. Their integrity is hardly open to question and they are persons, to undersigned's judgment, who would be the last to conduct things along other than ethical lines.

Finally, as Colonel Quinn himself states, "I believe that the claimant is honest and that its claim is meritorious".

E. COMMENT ON EXHIBIT II:

The last point requiring comment is the letter of Cottrell dated February 24, 1942 in so far as it sets forth the amount of automotive equipment which had allegedly gone into the possession of the Army by January 1, 1942 (Exh. II). The figures as appear in the letter in question have been repudiated by claimant company.

On this point the following observations may be made:

In the first place, the accuracy of the figures in the Exhibit in question is denied by claimant company on very valid grounds, to wit, that they were made by Cottrell with neither the aid of any record or other memoranda nor the benefit of consultation with other PAMBUSCO staff personnel, and that they were so made at a time and in a place during which Cottrell's state of mind was certainly under tremendous

Item 237

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stress and strain (Exh. Z).

In the second place, the evidence on file supports claimant company's case.

Of course, it might be to the Government's advantage to accept the figures in the letter in question and make the same the basis of its award. That, however, would obviously be unjustifiable.

F. ON LIENS AND PRESENT REGISTRATION:

No lien or incumbrance of any kind exists on any of the items claimed for herein (Exhs. W thru W-5), nor do the records of the Manila Police Department, Traffic Bureau, disclose the registration or other listings of the vehicles subject of the present claim (Exh. X).

III. CONCLUSION:

PREMISES CONSIDERED, the undersigned is of the opinion that the United States Army is liable to the Pampanga Bus Company:

1. For the rental of 185 passenger buses and 4 service trucks corresponding to the period December 6 to 31, 1941, inclusive, at the rate of ₱42.00 per unit per day in the case of buses and ₱30.00 per unit per day in the case of trucks;

2. For the value of 214 passenger buses, 13 service trucks and 11 automobiles, in the amount as set down by the Evaluation Section; and

3. For the value of auto spare parts and other supplies, tires and tubes, gasoline, lubricating oil, diesel fuel, alcohol and drum containers, in such amount as conforms with the Evaluation Section's findings.

IV. RECOMMENDATION:

It is recommended that claimant be awarded the following amounts:

1. ₱126,240.00 as rental payment;

2. ₱292,903.12 for the materials and supplies requisitioned; and

3. Such sum as may be deemed by the Evaluation Section to be the reasonable value of the 214 buses, 13 service trucks and 11 automobiles.*

Exhibits A to Z, AA to TT-3 attached.

I (do) ~~(not)~~ concur.

Hubert W. Townsend
HUBERT W. TOWNSEND
Acting Director, Team # 11

Jose R. Francisco
JOSE R. FRANCISCO
Claims Investigator

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*The Reevaluation Report on the automotive equipment involved herein will be forwarded as soon as the same shall have been completed.

Item 237 - 16 -

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Action of Commission: APPROVED DISAPPROVED

Amount Date

Date

Commission No.

DISTRIBUTION:
Original attach to file; cc attach to file to be forwarded to CS by commission; cc forward to DIS; cc to Branch Office.

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A F F I D A V I T

EDWARD NORMANDY, SR., being first duly sworn on oath, deposes and says:

That he is an American citizen, of legal age, married, a resident of the Philippine Islands (home at San Fernando, Pampanga) and employed by the Pampanga Bus Company, Inc. as Superintendent of Maintenance which position he held from December 1, 1929 to the period of the Japanese occupation of the Islands.

That on the morning of December 8, 1941, he went as usual to his work at the Company shop where word shortly arrived of the Jap attack of Clark Field, Fort Stotsenberg, thereby explaining the billows of smoke seen arising from that area.

That following long idstance telephone orders received from Lt. Col. Quinn at Manila between 8:00 and 9:00 of that same morning he assisted other members of the Pambusco staff in making available for Army use every Company bus, service and truck and automobile all in accordance with plans previously worked out and agreed upon between Philippine Motor Transport Depot and the various large bus operators of Luzon; and from that day on all regiar passenger service in the San Fernando Area was suspended.

That from the receipt of Army orders on the morning of December 8, 1941 above referred to and then through to the end of the month Company buses were operated for andunder the order of the Army from Pambusco Shops at Manila and at San Fernando being particularly engaged in troop transport and the premises themselves became and continued through to the evening of January 1, 1942, an Army service shop operating throughout on a twenty-four hour day and night basis.

That besides calling for the regular Company equipment in rolling stock such as passenger buses, the Army commandeered all its special vehicles; its 3 fire wagons about the middle of December using one at Corregidor and keeping two at Cabcaben, Bataan (supply from

Items 141-

Corregidor) where they remained until the surrender; its 3 tankers were called for by the Army almost immediately, the largest Pambusco No. 166 being put into water carrying service for Hospital No. 1 on the Bataan road, the other two being taken at once into Bataan by Army deponent saw no more; the 13 Company autos (less two which never got out of Manila) were picked off by U.S. Army from San Fernando more or less at a time through December, except the last five which were taken into Little Baguio by Pambusco staff members personally where by order of Capt. Gewald all were under direction of Lt. Johnson of Engineers, re-painted Army gray, renumbered from No. 400 up and reassigned for Army use.

That on December 15, 1941, the Army called for all Company supplies and there arrived at San Fernando Lt. Johnson of the Engineers together with 4 Army trucks and men with orders to remove all such supplies to Little Baguio, Bataan.

That to assist in this disposition of supplies he (the deponent) and all storeroom employees worked along side personnel of the U. S. Army and despite use of additional Company trucks and personnel succeeded only by the end of the month in completely stripping the storeroom of all supplies (first the diesel fuel, gasoline and lub oil), afterwards all parts and miscellaneous supplies packing same and cleaning out the premises completely only with the departure of the last truck for Balanga and Little Baguio as late as 5:00 p.m. of January 1, 1942 just ahead of the incoming Jap forces; that following Army orders (due to the extremity of the emergency) a great portion of the supplies were first dumped at Balanga andwere all finally gotten on to Little Baguio only by January 8, 1942.

That although Company buses and service trucks were operated from and out of the Manila and San Fernando shops for the Army by Company unit of rolling stock(except 4 on the supplies job) had been taken to the field by the Army so that when on the morning of said date a Col. Alba at 5:00 a.m. arrived from the south and requested motor transportation nothing could be furnished him but a broken down truck formerly owned by Pangasinan Tranportation Co., and with the departure for the

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field on the evening of January 1st of the last supplies truck Company contact with its rolling stock had (except for servicing operations) been lost never to be reestablished.

That at the time of the removal of the last supplies from the San Fernando storerooms and after the hasty withdrawal of himself and the storeroom personnel ahead of incoming Jap forces on the evening of January 1, 1942, there still remained behind office and shop equipment and shop machinery.

That although deponent as Superintendent of Maintenance had direct charge of Company rolling stock and all storeroom supplies no receipts for either were demanded of the Army (nor offered by it) first because the need and the confusion of the emergency were so great and the time element involved so urgent as to make such procedure appear of minor consideration; secondly, because he along with the rest of the Pambusco staffe, considered the Company, its rolling stock, its supplies and even its personnel as virtually incorporated into the U.S. Army defense plans which likewise made insistance upon receipts for anything seem as of secondary importance in the face of such a pressing national emergency.

That he spent January 2nd, 1942 and the morning of the 3rd at Balanga supervising the re-loading for trucking to Little Baguio the Company supplies which had been dropped there in the hurried cleaning of the San Fernando Shop; that at midday of the 3rd when reporting to Lt. Johnson at Little Baguio, he, Cotreal, Corbet, Jiltzof and all the Pambusco Filipino shop personnel were officially placed on the payroll of the U. S. Army; that from then on to the surrender of Bataan on April 9, 1942, he with the other Company personnel stayed on at Little Baguio servincing day and night every type of truck and equipment using therefore the Pambusco parts and supplies above mentioned irrespective of ownership of truck and among other things sending daily to the front lines service trucks with parts and personnel for repairing vehicles right on the spot.

That further with respect to Company supplies ordered into Bataan by the Army such were, about the latter part of February, by orders of Capt. George H. Miller of the U. S. Engineers again moved,

this time from Little Baguio to the Engineer's Dump at Km. 179 on the Mariveles Road and from then on supplies needed for repairs carried on at the shop at Little Baguio were sent for procured at said Engineer's Dump Km. 179.

That about the latter part of February or early March 1942, Mr. Cottrell, the Pambusco Manager, called the deponent herein to him along with Corbet, Jiltzof and Miller (all Company employees on duty with the Army at Bataan) and handed each identical copies of letters written and brief memorandum prepared stating that he, Cottrell, had prepared such for record purposes and was distributing copies as herein mentioned with the hope that at least one set would get through the war; but that unfortunately, his copies were lost in the confusion of the Cabanatuan rescue episode of January 30, 1945 although Miller whom he saw after the liberation on February 1945 stated to him that his copies had been saved.

That upon reading through the letter copies turned over to him by Mr. Cottrell, Pambusco Manager, he specifically and at the same time called the latter's atention to the error in statement with respect to the number of vehicles listed as turned over to the U.S. Army stating that not a bus, not a service truck, not a fire truck, not a tanker or automobile (except two at the Manila Branch) but what had been taken by the first of January 1942 by the Army and that the number as shown by the records which it was his business as Superintendent of Maintenance to keep and which he was sure of 214 buses, 13 service trucks, 3 fire trucks, 3 tank trucks and 13 automobiles whereupon, Cottrell replied that he had entered the figures only as he himself then recalled them.

That throughout all of March and the first days of April he with others of the Pambusco staff continued to service vehicles and equipment of all types at Little Baguio but on the night of April 8, 1942 he with the others abandoned this sevice depot which under Army Engineers they had been operating since early January, proceeded to Mariveles, thence back again to Km. 180 and then again by Jap orders

Item 141 EXHIBIT XXL1

to Mariveles where they surrendered.

That on April 17, 1942 he began the march from Bataan which terminating at Capas and (O'Donnell, Tarlac, was the prelude to almost three years of prision life at Cabanatuan, Nueva Ecija, from which he was rescued by American forces in a night attack on January 30, 1945.

That in February 1945 he was again on Company property at San Fernando, Pampanga, checking up building losses of the war period at which time he had the pleasure of turning over for U. S. Army use that (except for one building newly constructed in 1941, certain fuel tanks, etc.) turned out to be the old main office and main shop building set-up empty but substantially intact.

Further deponent sayeth not.

s/ Edward Normandy, Sr.
EDWARD NORMANDY, SR.

UNITED STATES OF AMERICA
COMMONWEALTH OF THE PHILIPPINES) SS
CITY OF MANILA

Subscribed and sworn to before me this 21 day of September, 1945 in the City of Manila, Philippines. Deponent exhibited to me his Residence Certificate No. A-58857 dated April 17, 1945 issued at Manila.

s/ Illegible
NOTARY PUBLIC
Until December 31st, 1946

Doc. No. 25
Page No. 6
Book No. I
Series of 1945.

CERTIFIED TRUE COPY OF EXHIBIT E.

PAUL D. PERRINE
Claims Investigator

Item 141

EXHIBIT XXLI

A F F I D A V I T

HERBERT HORLEY, being first duly sworn on oath deposes and says:

That he is a British subject, of legal age, married, a resident of the City of Manila, Philippines, and an employee of the Pampanga Bus Company, Inc. as Chief Mechanic at the Manila Branch from 1936 up through December, 1941.

That while on duty as usual at the Company's Manila premises on the morning of December 8, 1941 at about 9:30, rush orders came by telephone from Lt. Col. Quinn of the Philippine Motor Transport Depot advising of the outbreak of the war and directing (in accordance with pre-arranged plans regarding use of Pambusco in case of emergency) that 10 passenger buses be held for the U. S. Army; that at about 10:15 a.m., other telephoned orders directed that these buses should proceed to the piers which they did; that the same afternoon additional telpphoned orders arrived from Lt. Col. Quinn directing that 30 passenger buses be sent immediately to Ft. McKinley which was done with additions over and above the thirty being dispatched as they came in.

That from this day forward until the end of the month, all Pambusco buses, trucks and automobiles coming into the Manila Branch were continually and exclusively at the orders and in the service of the Philippine Motor Transport Depot U. S. Army so that all passenger traffic had to be at first curtailed and then completely suspended.

That immediately following the call for the first 10 passenger buses by Lt. Col. Quinn at 9:30 a.m. December 8, 1941, the Company Branch Shop and premises at Manila became one of the Army's active motor pools in the Manila Area and so functioned until Manila was abandoned at the end of the month functioning of the Motor Pool there included servicing of units with gasoline, oil, repairs and even stripping passenger buses of seats to make them more suitable for carrying soldiers and equipment.

That proceeding on the morning of December 29, 1941 to the Motor Pool at Sto. Tomas he found the place deserted with everything and everyone gone including American officers.

That the same morning the last of the Company's buses and automobiles (excepting 2 Ford 60's) left for the north upon their last trip after which

Item 129 44 Exh F (Copy)

no further servicing of Army or commandeered buses or trucks was carried on at the Company's Manila premises.

That on January 2, 1942, at seven in the evening detachments of the Japanese Army appeared at the Manila shops and offices of the Company, took possession thereof in the name of the Imperial Japanese Army, placed sentries on guard and sealed the premises and buildings.

That he, although twice concetrated at Sto. Tomas, wastwice released and spent the entire remaining period of occupation at his home in Malate, until the re-taking of Manila in February, 1945 after which episode he again visited the Company's Manila premises on Azcarraga only to find office and shop buildings in ashes following the Feburary fighting in that portion of the city .

Further deponent sayeth not.

s/ Herbert Horley
HERBERT HORLEY

UNITED STATES OF AMERICA
COMMONWEALTH OF THE PHILIPPINES) SS
CITY OF MANILA

Subscribed and sworn to before me this 21 day of September, 1945 in the City of Manila, Philippines. Deponent exhibited to me his Residence Certificate No. A-0794145 issued at Manila, on May 18 1945.

s/ Illegible
NOTARY PUBLIC
Until December 31st, 1946

Doc No. 26
Page No. 7
Book No. I
Series of 1945.

(Documentary Stamp)

Certified True Copy of Exhibit F

PAUL D. PERRINE,
Certifying Claims Investigator.

/r cs

Item 129 (Exh F Copy)

CERTIFICATE SHH/tsc

I certify that from the period of December 8 to December 31, 1941, as assistant to the Commanding Officer of the Philippine Signal Depot, I had occassioned to make daily trip on motor truck transportation. Y/C

That the transportation furnished was practically in all cases commandeered civilian vehicles. Further, that on December 9, 1941, I used 5 buses belonging to the Pampanga Bus Company, and that during the entire period stated above I observed these buses were in use by the Army and that on December 28, 1941, I personally did acquire all buses at the Manila Terminal, 6 in number for the transportation of the Signal supplies.

That to the best of my knowledge and belief, an agreement existed between the US Army and the Pampanga Bus Company whereby all vehicles, spare parts accessories and other facilities of this company were made available to US Army for the duration of the Philippine campaign. In order to utilize these vehicles, it was necessary to remove the seats. This was insofar as I know normally accomplished by the Army. It is believed that the same general arrangement existed between other transportation companies and the US Army in the Philippines.

S. H. HANKINS
Lieut., Colonel, SC

DATED 25 September 1946.

EXHIBIT QQ-1

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EXHIBIT QQ-1

HEADQUARTERS
CLAIMS SERVICE, AFWESPAC
OFFICE OF THE CHIEF OF CLAIMS

APO 707
26 Dec 1946

CRO: 320 (Claim of PAMBUSCO)

MEMORANDUM: For File

SUBJECT: Status of Claim and Steps to be Taken Further

X/C

1. Statement of the Claim:

a. Subject claim is (1) for the value of 214 passenger buses, 13 service trucks, 11 automobiles, and spare parts and miscellaneous supplies, gasoline, lubricating oil, diesel fuel and alcohol fuel, all belonging to claimant company and alleged to have been taken by the U.S. Army, when the war broke out and (2) for the rental of 185 of the passenger buses and 4 of the service trucks for the period December 16 to 31, 1941. Total amount claimed is ₱1,419.725.81.

b. For thoroughness in investigation and convenience in review, subject claim has been divided into four parts, part 1 concentrating on the 214 passenger buses, part 2, on the 13 service trucks, part 3 on the 11 automobiles, and part 4, on the spare parts, supplies and fuel. Exhibits in part 1. are, whenever pertinent, reproduced in toto or in part, in the other parts.

2. Statement of the Evidence:

a. The evidence on file disclose the following as indubitable facts: That sometime before the outbreak of the war, Colonel Michael A. Quinn, as Commanding Officer of the Philippine Motor Transport Depot, worked out an arrangement with the large transportation on Companies of the Philippines whereby the latter were to place their entire organizations and facilities at the exclusive disposal of the U. S. Army in the event of the outbreak of a war; that when on December 8, 1941 the war broke out, Floyd F. Cottrell, manager-treasurer of the PAMBUSCO did, in pursuance of the above-mentioned arrangement, place the entire PAMBUSCO facilities and equipment at the sole and exclusive use and disposal of the Army; that beginning December 8, 1941, the Army took and use 185 passenger buses and 4 service trucks of the PAMBUSCO on a daily basis of ₱42.00 per bus per day and ₱20.00 per service truck per day the Army agreeing to assume liability for the value of the vehicles in case of loss or destruction; that these buses and service trucks were used in combat activities, in the withdrawal of the USAFFE to Bataan and in operations therein; that from the outbreak of the war the PAMBUSCO shops at San Fernando and Manila were virtually converted into Army motor pools and service shops.

Item 154 (Dep) Exh III

b. The above well-established facts, taken in connection with the equally known fact that during the period concerned the USAFFE had need for all available transportation facilities and supplies and that towards the latter part of December 1941, the USAFFE began the retreat to Bataan, taking with it all available war material, not only for its use but to prevent their falling into enemy hands, preclude any possibility that any of the transportation facilities and supplies belonging to PAMBUSCO had not been taken.

3. Further steps to be taken:

a. In view of the foregoing considerations, the investigation that remains to be done will, for the most part, concern the question as to the precise number or amount of transportation equipment, supplies and fuel the PAMBUSCO had at the time it got under the disposal and use of the USAFFE, and their description.

b. An enumeration of the steps further to be taken, with explanatory remarks, is attached. Once, these steps are completed, it is believed subject claim will be ready for submission to the Commission.

FRANCISCO
EDEJER

Item 154 Exh III

PRO-320

STATEMENT

I, LEONARD O. LARSEN, ASN-6857623, Master Sergeant, presently attached with 57th Ordnance Base Depot, U. S. Army, being first duly sworn, depose and say:

That when the war broke out I was Chief Storekeeper of the Philippine Motor Transport Depot, Quartermaster Department, U. S. Army, having been such since 1 January 1940; that I continued to hold the same position when the PMTD evacuated to Bataan in 31 December 1941, and through to the surrender of the USAFFE therein in April 1942; X/C

That in my capacity as Chief Storekeeper of the PMTD, I was stationed at Manila up to December 31, 1941, and at Bataan from the last mentioned date up to the time of the surrender; that I have personal knowledge of the activities thereof with respect to the requisitioning and disposition of automotive spare parts and other supplies belonging to various civilian concerns in Manila; that I also have personal knowledge of the acquisition by the PMTD of a considerable number of vehicles from large transportation companies for use of U. S. Army units;

That when the war broke out, everything that PAMBUSCO had which was in an operating condition, from passenger buses, trucks and automobiles, to spare parts and supplies, were taken by the Army; that the buses and the drivers were put into the service of the Army as troop convoys; that these vehicles were operated from Atimonan, Tayabas, up to Lingayen Gulf, and finally wound up at Bataan;

That I remember having seen Cottrell and Normandy, both employees of the Pampanga Bus Company at Bataan in 1942, doing maintenance and repair work on vehicles being operated by the Army;

That at Bataan a great number of PAMBUSCO buses were being operated; that, however, it is impossible for me to recollect how many of them were there; that some of these vehicles were destroyed while the rest fall into the hands of the Japanese troops.

Leonard O. Larsen
LEONARD O. LARSEN

I certify that the foregoing statement was made by the party signing the same voluntarily before me this 4th day of June 1947, Manila, Philippines.

Hubert W. Townsend
HUBERT W. TOWNSEND
Claims Service Investigator

Exh AAA Item 232

CS-CCC 202
Rev 1 Mar 47-1000

CLAIMS SERVICE, PHILRYCOM
CONTRACT CLAIMS COMMISSION NO. 63
***

OM-6433
CA-1471

PROCEEDING NO. CC-63-M-1717B : Type: Procurement

Claimant: PAMPANGA BUS COMPANY : Place Where Claim Arose: Manila and Pampanga, P. I.

Amount Claimed: ₱1,470.601.37 ($ 735,300.68) : Date Presented: 17 May 1945

Amount Approved: ₱ 875,468.12 ($ 437,734.06) : Date Determined: 19 June 1947

***

DETERMINATION OF COMMISSION

1. Pursuant to the authority contained in Letter Order, AFPAC, 30 September 1946, File No. 150 and Regulations 25-20, AFPAC, 5 October 1946; First War Powers Act of 1941 (Public Law No. 354, 77th Congress); Executive Order No. 9001, 27 December 1941; Circular 53, WD, 21 February 1946; and par 26, SO 129, HQ PHILRYCOM, 9 June 1947; par 11, SO 43, HQ PHILRYCOM, 20 February 1947 and par 6, SO 15, HQ PHILRYCOM, 22 January 1947, Contract Claims Commission No. 63 has made the following determination:

a. That the attached claim of PAMPANGA BUS COMPANY against the United States of America is within the jurisdiction of this Commission under the above authority.

b. FACTS: From 6 December 1941 to 1 January 1942, at Manila and Pampanga, Philippines, the United States Army, requisitioned from claimant with its consent, 214 passenger buses, 13 service trucks, 11 automobiles, spare parts and various supplies for use by the United States Armed Forces of the total fair and reasonable value of ₱749,225.00; that the motor vehicles were requisitioned on rental agreement and this Commission has determined that a fair and reasonable rental be also allowed to claimant for 185 passenger buses and 11 service trucks from the period, 8 to 31 December 1941 in the amount of ₱126,240.12.

Wherefore, the total amount due and owing to claimant for value and rental referred to above is ₱875,468.12 ($437,734.06).

c. That the property procured was necessary to facilitate the prosecution of the war.

d. That the amount justly due and owing to the above claimant is ₱875,468.12 ($437,734.06) which sum is payable by the United States of America; that no part of said amount has been paid. Because of procedural irregularities, payment cannot readily be effected through normal finance procedure.

2. Wherefore, the foregoing claim is approved in the amount of ₱875,468.12 ($437,734.06) which sum is payable by the United States of America. This Determination of Commission, when approved by the Commanding General, PHILRYCOM, and upon execution by claimant of the attached release and acceptance agreement, will constitute authority for payment of this claim from current funds in the amount above determined.

CONTRACT CLAIMS COMMISSION NO. 63

I CONCUR:

WILLIAM S. MOTT
Colonel, Inf.,
Chief of Claims Service

s/ Vernon Thomas
VERNON THOMAS Member

(ABSENT)
LEON H. LAURELTON Member

s/ Charles F. Miller
CHARLES F. MILLER Member

HEADQUARTERS, PHILRYCOM, APO 707 10 JUL 1947

19 June 1947

Approved and payment to PAMPANGA BUS COMPANY authorized in the amount of ₱ 875,468.12 ($ 437,734.06).

BY COMMAND OF MAJOR GENERAL MOORE:

R. E. CANTRELL
CAPTAIN, AGD
ASSISTANT ADJUTANT GENERAL

HEADQUARTERS PHILRY JM

CHECK SHEET

Do Not Remove From Attached Sheets

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CH 550

File No. GSCL CC-63-X 17178 Subject Claim of PAMPANGA BUS COMPANY

FROM: Chief of Claims Service TO: CG 1 July 1947
THRU: D/C and C/S

1. In accordance with 1st Indorsement dated 3 January 1947 marked (Inclosure 1), Determination of Commission, indicated by Tab A, is forwarded for approval and signature authorizing payment.

2. On 21 December 1945, herein claimant filed his claim (Tab C) against the United States of America for ₱1,419,725.81 for motor vehicles, spare parts and various supplies requisitioned by the United States Army from 8 December 1941 to 1 January 1942. On 16 April 1947, claimant amended his claim to ₱1,470,601.37 (see Tab B) and said amendment included rental in the amount of ₱50,875.56 which had not theretofore been included in the original claim.

3. The items contained in the claim are broken down in Tab D. A comparison of the elements of the claim and the award is as follows:

ITEM	AMOUNT CLAIMED	AMOUNT AWARDED
(a) Rental for 185 passenger buses and 4 service trucks	₱126,240.00	₱126,240.00
(b) Value of 214 buses, 13 service trucks and 11 automobiles	1,022,973.87	456,325.00
(c) Value of spare parts, oil and fuel	321,387.50	292,903.00
T o t a l - - -	₱1,470,601.37	₱875,468.00

4. All items of the claim have been allowed. Amount claimed for rental has been awarded in full. This, by reason of an agreement to pay an established rate of rental as contained in the statements of Mr. Peyer and Major Derrick, QM, Exhibits "GG" and "FF" (Tab E) and statement of Colonel M. A. Quinn, QM, Exhibit "MM" (Tab F). It is to be noted that the amount claimed for value of the vehicles have not been awarded in full. The award is based on the valuation certificate (Tab G). The Valuation Officer's Certificate is founded on the standard and accepted method of

CHECK SHEET DTD 1 July 1947 (CC-63-X-17178) (CON'T)

valuing used vehicles, which method has been employed successfully by this Office. The amount claimed for spare parts has been reduced slightly. The amount awarded was based on the certificate of the Valuation Officer (Tab H). This valuation is based on catalogue prices and fair and reasonable market value of the articles as of the time and place of requisitioning.

5. Approval is recommended.

6. Request return of file upon completion of action.

William S. Eley
WILLIAM S. ELEY
Colonel, Infantry
Chief of Claims Service

2 Incls
1 - 1st Ind dtd
3 Jan 47
2 - File of subject claim

- -

To Chief of Claims Service
Approved. Geo J Moore
Maj Gen
7/10/47

9 July 1947

General Moore,

1. The claimant, Pampanga Bus Company, presented a claim on 17 May 1945 for ₱1,470,601.37.

2. The amount recommended for approval by the commission and concurred in by Chief of Claims, Colonel Eley, on 19 June 1947 is ₱875,468.12.

3. a. Claim is based on fact that 8 December 1941 to 1 January 1942 at Manila and Pampanga the army requisitioned from claimant with his consent the following:

1. 214 Passenger Buses
2. 13 Service Trucks
3. 11 Automobiles
4. Spare parts and various supplies.

Value for above was set by commission at ₱744,288.00

b. Rental for period 8 to 31 December 1941 for following:

1. 135 Passenger Buses
2. 11 Service Trucks

amounting to ₱126,240.12 is owing the claimant.

4. Rental claim was allowed in full.

5. Value of vehicles was allowed on standard and accepted method of valuing used vehicles.

6. Amount of spare parts was reduced slightly based on catalogue prices and fair and reasonable market value of articles as of time and place of requisitioning.

7. Recommend amount of claim as allowed by the commission be approved.

Concur

WAR DEPARTMENT * FINANCE DEPARTMENT

CLAIMS SERVICE, PHILRYCOM, APO 707
16 Jul 1947

X/C

PAMPANGA BUS COMPANY

405 Ayala Bldg., Manila

CEW Conklin
Lt Col FD
APO 707
S/N 213-078
JUL 1947

19 Jun 47 (CC-63)-X-17178-PV-6433-CD-14471 ₱875,468.12 ($437,734.06)

The balance of funds in the allotment stated below, (665 (WP)-4) is sufficient to cover payment of this claim.

PEDRO A GIRERE
1st Lt, Inf
Assistant Fiscal Officer

₱875,468.12
Converted at $1.00 ($437,734.06)
to the P.I. pesos.

See signed claim attached.

437,734.06 (₱875,468.12)

See attached approval.

212/61005	665	P134-09	(665 (WP)-4)	800-214	L 427	$228,162.56	
212/61005	665	P134-08	(665 (WP)-4)	800-214	L 427	146,451.90	
212/61005	665	P134-05	(665 (WP)-4)	800-214	L 427	63,120.00	$437,734.06

437,734.06
(₱875,468.12)

WAR DEPARTMENT * FINANCE DEPARTMENT

CLAIMS SERVICE, PHILRYCOM, APO 707
16 Jul 1947

X/C

PAMPANGA BUS COMPANY

405 Ayala Bldg., Manila

CEW Conklin
Lt Col FD
APO 707
S/N 213-078
JUL 1947

19 Jun 47 (CC-63)-X-17178-PV-6433-CD-14471 ₱875,468.12 ($437,734.06)

The balance of funds in the allotment stated below, (665 (WP)-4) is sufficient to cover payment of this claim.

PEDRO A GIBBS
1st Lt, Inf
Assistant Fiscal Officer

Converted at ₱2.00 ₱875,468.12 ($437,734.06) to the P.I. pesos.

See signed claim attached.

437,734.06 (₱875,468.12)

See attached approval.

212/61005	665	P134-09	(665 (WP)-4)	800-214	L 427	$220,162.56	
212/61005	665	P134-08	(665 (WP)-4)	800-214	L 427	146,451.50	
212/61005	665	P134-05	(665 (WP)-4)	800-214	L 427	61,120.00	$437,734.06

437,734.06
(₱875,468.12)

WAR DEPARTMENT * FINANCE DEPARTMENT

CLAIMS SERVICE, PHILRYCOM, APO 707
16 Jul 1947

X/C

PAMPANGA BUS COMPANY

405 Ayala Bldg., Manila

CW Conklin
Lt Col FD
APO 707
S/N 213-078
JUL 1947

19 Jun 47 (CC-63)-L-17178-PV-6433-CD-14471 ₱875,468.12 ($437,734.06)

The balance of funds in the allotment stated below, (665 (WP)-4) is sufficient to cover payment of this claim.

PEDRO A GIBBS
1st Lt, Inf
Assistant Fiscal Officer

Converted at 50.00 ₱875,468.12 ($437,734.06)
to the P.I. pesos.

See signed claim attached.

437,734.06 (₱875,468.12)

See attached approval.

212/61005	665	P134-09	(665 (WP)-4)	800-214	L 427	$228,162.56	
212/61005	665	P134-08	(665 (WP)-4)	800-214	L 427	146,451.50	
212/61005	665	P134-05	(665 (WP)-4)	800-214	L 427	63,120.00	$437,734.06

437,734.06
(₱875,468.12)

APPENDIX "A"

PAMPANGA BUS COMPANY, INC.
San Fernando, Pampanga

LIST OF DRIVERS

1. Abseta, Julian
2. Alegre, Francisco
3. Antolin, Bartolome
4. Asis, Alejandro
5. Balanon, Ramon
6. Bata, Ramon
7. Bondoc, Felimon
8. Buensoceso, Gavino
9. Canlas, Avelino
10. Caparas, Jesus
11. Capili, Candido
12. Carlos, Gonzalo
13. Carlos, Jose
14. Caisip, Florencio
15. Cuttiongco, Victoriano
16. Custodio, Pablo
17. Cruz, Gelacio
18. David, Lorenzo
19. Dionisio, Francisco
20. Dizon, Leodegario
21. Dizon, Leopoldo
22. Enriquez, Nemesio
23. Esguerra, Esteban
24. Flake, Alfredo
25. Flores, Cecilio
26. Gacuray, Eulalio
27. Galope, Bancolo
28. Garcia, Felipe
29. Gatdula, Roque
30. Gatchalian, Armulfo
31. Gaviola, Francisco
32. Guinto, Gonzalo
33. Guinto, Santiago
34. Guzman, Francisco
35. Guzman, Pascual de
36. Homilde, Toribio
37. Joven, Ramon
38. Lagman, Mariano
39. Lopez, Moises
40. Macaspac, Miguel
41. Magisa, Ignacio
42. Mañego, Rodrigo
43. Mangilinan, Leopoldo
44. Mariñas, Felix
45. Marquez, Ignacio
46. Marquez, Francisco
47. Martinez, Victoriano
48. Mateo, Cecilio
49. Mateo, Nicolas
50. Mendoza, Rufino
51. Mercado, Abelardo
52. Miclat, Damian
53. Morales, Emilio
54. Navarro, Primo
55. Nacpil, Pastor
56. Nuqui, Francisco
57. Orfrecio, Laureano
58. Pacia, Filomeno
59. Pangilinan, Adriano
60. Pangilinan, Guillermo
61. Pantangco, Federico
62. Perez, Herminio
63. Perez, Jesus
64. Pinaroc, Jose
65. Pineda, Enrique
66. Pineda, Maximo
67. Pulusan, Sixto
68. Punsalan, Urbano
69. Puno, Lorenzo
70. Quibote, Perfecto
71. Rea, David de la
72. Rivera, Simeon
73. Rosario, Mario del
74. Sabat, Jose
75. Sagmit, Angel
76. Salvador, Cipriano
77. Sanchez, Valentin S.
78. Sanchez, Valentin V.
79. Sangil, Jose
80. Santos, Carlos
81. Sarmiento, Macario
82. Silva, Jose
83. Siasat, Pio
84. Sison, Luis
85. Taduran, Tranquilino
86. Tala, Conrado
87. Tela, Fidel
88. Tapnio, Eleuterio
89. Tongol, Isabelo
90. Tongio, Feliciano
91. Tuazon, Daniel
92. Villaluz, Aquilino
93. Villena, Alfredo
94. Vitug, Ricardo
95. Yabut, Nicolas
96. Yutuc, Mariano
97. Zita, Gregorio
98. Yumul, Luis
99. Pabalan, Casimiro
100. Soliman, Emiliano
101. Palo, Melquiadez
102. Vergara, Bienvenido
103. Vera, Alejandro
104. Punla, Bernabe
105. Mercado, Herminio
106. Santos, Urbano
107. Nuqui, Alejandro
108. Yumul, Carlos
109. Angeles, Benito
110. Serrano, Hilario
111. Turla, Francisco
112. Tenorio, Pascual
113. Vennon, Maximino
114. Garcia, Raymundo
115. Carreon, Vergili
116. Mendoza, Eladio
117. Saldaña, Francisco
118. Balugut, Cris[illegible]
119. Zata, Regino
120. Presto, Pedro
121. Munales, Miguel
122. Salvador, Leon
123. Alimbuyao, Jose
124. Reesa, Joseph
125. Pacheco, Lazario
126. Rivera, Jose
127. Ramirez, Natalio
128. Cleto, Emigdio
129. Mendoza, Florencio

EXHIBIT CC-1

Name of Soldier	Army Serial No.	Clerk	Branch or Section	Room No.	Late	Initials of Searcher
AR + SR -	600-100-10	to	600-940-1		Allen	28 Apr 55

#201 CHARGE CARD* GENERAL

MPRC Form 1-2