

DECLASSIFIED
Authority NND 83078

M/V AVIADOR

HEADQUARTERS
UNITED STATES ARMY FORCES WESTERN PACIFIC
RECOVERED PERSONNEL DIVISION
CEBU BRANCH

APO 718
5 March 1946

*** TRUE COPY ***

Contract No. 12
Office Identifying No. _____

CONTRACT FOR THE CHARTER
of the
M/V AVIADOR

This CHARTER PARTY entered into this 1st day of March, 1942, at the City of Iloilo, Philippines, by and between -

THE VISAYAN STEVEDORE TRANSPORTATION CO., INC., a corporation duly organized and existing under and by virtue of the laws of the Philippines with principal office at the City of Iloilo, owner of the Motor vessel AVIADOR (hereinafter designated as THE OWNER)

and

C.Z. BYRD, Major, QMC, Assistant Superintendent of the Headquarters ARMY TRANSPORT SERVICE, Cebu Station, for and on behalf of the Government of the United States, herein represented by his duly authorized Attorney-in-Fact, Capt. M.E. CLELAND, Jr., QMC, Executive Officer of ARMY TRANSPORT SERVICE, Cebu Station (hereinafter known as THE CHARTERER)

W I T N E S S E T H :

That for and in consideration of the terms, conditions and stipulations herein stated, THE OWNER and THE CHARTERER do hereby mutually agree with each other as follows;

1. That the OWNER does hereby grant and let, and THE CHARTERER does hereby take the motor vessel, subject-matter of this contract, more particularly described as follows;

Length	26.69 meters
Breadth	5.90 "
Depth	2.40 "
Horsepower	150
Gross tonnage	86.54 tons
Net tonnage	53.59 "
Year built	19th June 1930
Engine	Super Scandia
Replacement cost	\$30,600.00

registered at the Port of Iloilo with Certificate of Ownership No. 3414 issued by the Collector of Customs of Iloilo on 29th June, 1930;

2. That the OWNER hereby guarantees that the motor vessel above described is in first-class condition, and the Government of the United States has satisfied itself that its interests are fully protected; That a survey of the hull and other equipments required under Paragraph 8, AR 30-1315 has been waived, and THE OWNER consents to accept the vessel when

it is returned at the conclusion of this charter party without any further examination of hull or machinery and that the said motor vessel will be accepted as is, fair wear and tear only excepted;

3. That the motor vessel hired under the terms of this contract will be used at such time as she may be required in the military service of the United States for the duration of the war;

4. That the motor vessel now is, and while in the service of the United States shall be, kept and maintained tight, staunch, strong, victualed, tackled, appareled and ballasted;

5. That the inventory shall be taken of the accessories and personal effects on said vessel, which inventory is hereby incorporated by reference and made an integral part of this Charter Party. All supplies on board shall go with the motor vessel;

6. That THE CHARTERER shall, upon termination of the period for which the said motor vessel was hired, return to THE OWNER at Iloilo City, or to its representative, said vessel in the same order as when received, ordinary wear and tear, damage by the elements, collision at sea and in port, groundings, fires, bursting of boilers, and breakage of machinery excepted;

7. That THE CHARTERER shall be free to use and employ any officer, engineer or member of the crew and shall likewise have the power to dismiss or make changes in the appointments for the good of the service; and that THE CHARTERER, at its election, may engage the present complement of said motor vessel and compensation paid to said complement as per pay schedule of the ARMY TRANSPORT SERVICE for this class of vessel;

8. That every member of the crew shall be a citizen of the Philippines or of the United States, native-born, or completely naturalized;

9. That the war risks shall be borne by THE CHARTERER OR the Government of the United States; the marine risks by THE OWNER;

10. That the master of the vessel shall obey all orders or instructions which he may receive from the Army officer in charge of the operations;

11. That for and in consideration of the faithful performance of the stipulations of this agreement, THE OWNER shall be paid by THE CHARTERER for each day of 24 hours the said motor vessel may be employed the sum of TWENTY SEVEN DOLLARS & 95 CENTS (\$27.95) ;

12. That payment shall be made at the end of the war by the Finance Officer at Cebu City, Philippines out of funds furnished for the purpose by the Government of the United States, upon presenting bills to be certified by the Quartermaster that the said vessel has faithfully performed its part of this contract;

13. That neither this contract nor any interest therein shall be transferred by THE OWNER to any other party, and any such transfer, when made, shall cause the annulment of this contract in so far as THE CHARTERER or the Government of the United States is concerned. All rights of action, however, to recover for any breach of this contract by THE OWNER are reserved to THE CHARTERER;

14. That no member or delegate of Congress or Resident Commissioner, nor any person belonging to or employed in the military service of the United States is or shall be admitted to any share or part of this contract or to any benefit which may arise herefrom, but under the provisions of Sec. 116 of the Act of Congress approved March 4, 1909 (35 Stat. 1088), this stipulation so far as it relates to members or delegates of Congress of Resident Commissioner shall extend or be construed to extend to any contract made with an incorporated company of its general benefit;

15. That in the event of the loss of time from deficiency of men, stores, fire, breakdown, or damages to hull, machinery or equipment, caused by direct negligence of the employees of THE OWNER, - drydocking for the purpose of examination or painting bottom, the payment of the hire shall cease for the time thereby lost; and if upon the voyage the speed of the vessel be reduced by defect in or breakdown of any part of her hull, machinery or equipment, the time so lost and the cost of any extra fuel consumed in consequence thereof, and all extra expense shall be deducted from the hire;

16. It is distinctly understood and agreed by the parties hereto that whenever the aggregate rental shall approach or equal the replacement cost of said vessel, title to the vessel shall automatically pass unto THE CHARTERER or the Government of the United States, free of liens or incumbrances of any nature whatsoever, provided the aggregate rental on the vessel shall equal the replacement cost, or upon payment by THE CHARTERER of any difference between the aggregate rental payment and the replacement cost, should the United States Government elect to make the purchase. THE CHARTERER reserves the right to make any or all rental payments at any time prior to the expiration of the period for which aggregate rental would equal the replacement cost, in which case the vessel shall become the property of THE CHARTERER at any time final payment is made;

17. That should any dispute arise between THE OWNER and THE CHARTERER, the matter in dispute shall be referred to the arbitration of three persons, - one appointed by THE OWNER: one by THE CHARTERER; and the third by the two members chosen. They may proceed in any manner determined by themselves and their decision or that of any two of them shall be final, and for the purpose of enforcing any award hereunder, the agreement may be made a rule of court. Such arbitration shall be a condition precedent to the commencement of any action;

18. The penalty of non-performance of this contract shall be proved damages; and in the event of any statement by THE OWNER contained in this contract being found by THE CHARTERER to be incorrect as to the tonnage of the motor vessel herein involved, a penalty of one-fourth (1/4) of the total charter cost to the Government shall be imposed to THE OWNER;

19. That this Charter Party shall go into effect on the 1st day of March 1942, and the motor vessel, subject-matter of this contract, shall be ready for delivery to THE CHARTERER on said date.

IN WITNESS WHEREOF, the parties herto have signed this contract on the date and place first hereinabove stated;

VISAYAN STEVEDORE TRANSPORTATION CO.,
INC.,

By
(SGD) J. COLIN MARSHALL
"OWNER"

Signed in the
presence of:

(SGD) ILLEGIBLE
" M. BARRIOS

C.Z. BYRD, Major, QMC
Assistant Supt., ARMY TRANSPORT
SERVICE, Cebu Station

By
(Sgd) M.E. CLELAND, Jr.
Capt. QMC
Attorney-in-Fact
"CHARTERER"

UNITED STATES OF AMERICA)
COMMONWEALTH OF THE PHILIPPINES (SS.:
CITY OF ILOILO)

Before me, the undersigned Notary Public in and for the City and Province of Iloilo, personally appeared Mt. J. Colin Marshall in his capacity as Acting Manager of the VISAYAN STEVEDORE TRANSPORTATION CO., INC., who exhibited to me his Residence Certificate No. A1557896 issued at Iloilo City on February 13, 1942 in representation of THE OWNER, and Capt. M.E. CLELAND, QMC, Executive Officer of ARMY TRANSPORT SERVICE, Cebu Station, as Attorney-in-Fact of THE CHARTERER, both known to me and by me known to be the persons who executed the foregoing contract, and both of them acknowledged that they executed same as their free and voluntary act and deed, and as the free and voluntary act and deed of their respective principals. Capt. Cleland exhibited no residence certificate, he being exempt therefrom pursuant to Par. (b), Sec. 4 of Comm. Act No. 465.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at the City of Iloilo, Philippines, on this 10th day of March, 1942.

(SGD) LEONCIO VEGA
Notary Public
My commission expires Dec. 31, 1942

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I, ALFRED P. DEEN, Notary Public in and for the City and Province of Cebu, do hereby certify that I have compared the foregoing with the original of the CHARTER PARTY CONTRACT of the M/V AVIADOR ratified on March 10th, 1942 at Iloilo before the Notary Public Leoncio Vega, and that same is a true and correct copy of said contract.

Given under my signature and notarial seal at the City of Cebu, Philippines, on this 30th day of March, 1942.

ALFRED P. DEEN
Notary Public
My commission expires Dec. 31, 1943

Doc, No. 125
Page No. 23
Book NO. XXII
Series of 1942

Rider attached is to be substituted for paragraph No. 2 which is cancelled to the effect that this hull (AVIADOR) was docked at Iloilo and surveyed by the Superintendent Engineer for the United States Army Transport Service and found to be in sound condition.

Certificate of M.E. Cleland, Superintendent Engineer for the United States Army Transport Service, is attached and forms part of this Charter.

VISAYAN STEVEDORE TRANSPORTATION
CO., INC.,
By (SGD) J. Colin Marshall
"OWNER"

Signed in the
presence of:

(SGD) ILLEGIBLE
" M. BARRIOS

C.E. BYRD, Major, QMC
Assistant Supt. ARMY TRANSPORT
SERVICE, Cebu Station
By

(SGD) M.E. CLELAND, Jr.
Capt. QMC
Attorney-in-Fact
"CHARTERER"

I, ALFRED DEEN, Notary Public in and for the City/ Province of Cebu, do hereby certify that I have compared the foregoing with the original of RIDER attached to the Charter Party on the M/V AVIADOR ratified before the Notary Public Leoncio Vega, of Iloilo City, and that same is a true and correct copy of said Rider.

Given under my signature and notarial seal on this 30th day of March, 1942, at the City of Cebu.

(SGD) ALFRED P. DEEN
Notary Public
My commission expires Dec. 31, 1943

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Series of 1942

I certify this is a true copy:

Robert G. Smith
ROBERT G. SMITH
1st Lt. Inf.
REC. PERS. DET.
CEBU BRANCH
APO 718

M/V "AVIADOR"

Chartered 1 March 1942

NAMES

POSITION

DATE ON SHIP

CERTIFIED BY
CAPT. MARTIN

1. Yraola, Valario ^Dordamonte Minor Patron 27 Dec.41-10 Apr 42
Deceased

DECLASSIFIED
Authority NND 882076

DECLASSIFIED
Authority NND883078

M/S "Aviador"

DECLASSIFIED
Authority _____

C E R T I F I C A T E

6 Nov 1945

I, Marciano Valencia, Captain of "M/S Aviator" do here by certify that the following named men served under my command after the outbreak of hostilities, from 8 Dec 1941 to 2 Mar 1942, and as crew members of "M/S Aviator", and their service was continuous, except as stated;

That their salary and position as stated is to the best of my knowledge.

That on 2 March 1942, I was transferred to the "M/S Benguet"; consequently the following information is submitted as accurate as of that date;

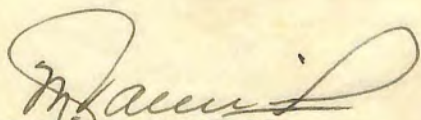
That the "M/S Aviator" was employed in the service of the USAFFE, and was used for towing purposes of barges loaded with Army supplies, between the ports of Iloilo, Cebu, and Negros;

That on 2 March 1942 said vessel returned to Iloilo for dry-dock and Engine repair.

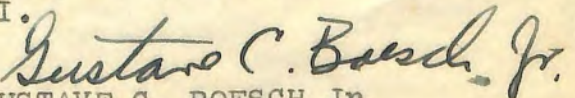
That the service of Crispulo Garcisto ceased as of Dec 11, 1941. He absented himself on authorized pass, but failed to report after expiration of pass. He was paid in full to Dec 11, 1941.

NAME	POSITION	SALARY
Marciano Valencia	Capt (11 Nov 1940 to 2 Mar 1942)	
Crispulo Garcisto	Mate	
Bartolme Ordayo	Chief Eng	
Vicente Hingco	2d Eng	
Salvador Salvilla*	3d Eng	
Venancio Atinada	Radio Operator	
Constancio Vargas	QM	
Domingo Peldonia	Sailor	
Fortunato Nagre	"	
Primo Garcia	"	
Paterno Garcisto	"	
Filomino Alvior	Cook	

Note: * Man began service on 12 Dec 1941.


MARCIANO VALENCIA
Capt "M/S Aviator"

SUBSCRIBED AND SWORN TO BEFORE ME THIS 6th day of November, 1945,
at Customs house AFPAC, Iloilo, Panay, P. I.


GUSTAVE C. BOESCH Jr
1st Lt. Inf.

TO WHOM IT MAY CONCERN:

This is to certify that the undersigned CONSTANCIO VARGAS has been employed by the Visayan Stevedore Transportation Co., as quartermaster on board one of its tugs the M/T Aviator from

August 9, 1939 to February 18, 1942.

That in December 13, 1941 the M/T Aviator was taken by the U.S. army for the purpose of towing barges loaded with army equipments from Tagbilaran, Bohol to Dumaguete Oriental Negros and Cebu, Cebu.

That the above mentioned facts are true to the best knowledge of the undersigned.

/s/ Constancio Vargas
/t/ CONSTANCIO VARGAS

WITNESSES:

1. /s/ M. Valencia
/t/ MARCIANO VALENCIA
CAPT. M/T AVIADOR
2. /s/ B. Ordoyo
/t/ BARTOLOME ORDOYO
CHIEF ENGINEER M/T AVIADOR
3. /s/ Venancio Atinado
Radio Operator M/T Aviator

A CERTIFIED TRUE COPY:

Gustave C. Boesch, Jr.
GUSTAVE C. BOESCH, Jr.
1st Lt., Inf.

UNITED STATES OF AMERICA
COMMONWEALTH OF THE PHILIPPINES
CITY OF ILOILO

SS

da

AFFIDAVIT

I, CONSTANCIO VARGAS of age, married, filipino, and a resident of ILOG, Neg. Occ. Philippines after being duly sworn in accordance with law, depose and say:

That I was employed with the Visayan Stevedoring Transportation Co., as Quartermaster aboard the M/T AVIADOR from August 9, 1939 up to February 18, 1942;

That from December 13, 1941 the M/T AVIADOR was taken by the U. S. Army at Cebu for towing barges loaded with army equipments from Tagbilaran, Bohol to Dumaguete, Negros Oriental and Cebu, Cebu;

That on or about January 8, 1942 we left on the M/T Avia-
dor from Cebu bound to Iloilo where we continued serving in the above mentioned capacity up to February 18, 1942;

That I was receiving P18.00 a month as salary up to January, 1942; and I was unable to receive my pay for the month of February, 1942 for the reason that the M/T Avia-
dor was brought to drydock for repairs;

IN WITNESS WHEREOF, I hereunto set my hand in the city of Iloilo, this 1st day of October, 1945.

/s/ Constancio Vargas
Affiant

Subscribed and sworn to before me this 1st day of October, 1945, in the City of Iloilo, Philippines; affiant exhibited to me his Res. Cert. No. A-1476100, issued in the City of Iloilo, dated August 30, 1945.

/s/ Pascual P. Espinosa
/t/ PASCUAL P. ESPINOSA
Notary Public
Until Dec. 31, 1946

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A CERTIFIED TRUE COPY:

Gustave C. Boesch, Jr.
GUSTAVE C. BOESCH, Jr.
1st Lt., Inf.

Iloilo City, Philippines
October 15, 1945

TO WHOM IT MAY CONCERN:

This is to certify that BARTOLOME ORDOYO, had been employed as Chief Engineer, on board the M/S AVIADOR, owned by the VISAYAN STEVEDOR TRANSP. Co..

The said vessel was commandeered by the USAFFE sometimes on Dec '41 and retained both the deck and engine crews.

VISAYAN STEVEDORE TRANSPORTATION Co.

By: A. H. TAYLOR
Manager

That I received an amount of P144.00 from the 10th of March, 1942 up to the twentieth for the above mentioned services rendered by me. In witness wherefore, I hereunto set my signature this 4th day of September, 1945. In the presence of:

A. H. Taylor
Manager of V.S.T.Co.

B. Ordoyo
Signature

Major Prudencio T. Palafex, Finance Officer,
Philippine Army

Subscribed and sworn to before me, this 4th day of September, 1945, in the city of Iloilo; Affiant exhibited to me his residence Certificate A -10840, issued at the Municipality of Leganes, dated Aug 10 1945.

[Signature]
Notary Public
Until Dec. 31, 1946

September 1945
DOCUMENTARY
CANCEL THIS STAMP BY STAMPING DATE OF
USE PARTLY ON STAMP AND PARTLY
ON DOCUMENT
ACT 1163
20

Doc. No. 44
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Book XI

UNITED STATES OF AMERICA
COMMONWEALTH OF THE PHILIPPINES
CITY OF ILOILO

NO 73

A F F I D A V I T

I, Bartolome Ordoño, of legal age, married, Filipino, and resident of Leganes, Iloilo, after having been duly sworn in accordance with law, depose and say:

That I am a duly licensed Third (3rd) Marine Engineer, having been duly licensed as such since the year 1925.

That I have been employed with the Visayan Stevedore Transportation Co., as Chief Engineer aboard the M/T Aviaador from March, 1935 up to March 20, 1942.

That since December 13, 1941, the Motor boat "Aviaador" was taken by the U.S. Army in Cebu for towing barges loaded with army equipment from Tagbilaran, Bohol, Dumaguete, Oriental Negros and Cebu.

That on the 8th of January, 1942, we left Cebu for Iloilo, towing barges filled with army equipment. The boat arrived safely in Iloilo City. We continued serving in the above mentioned capacity up to March 20, 1942.

That in the first week of March, the said Motor boat was brought to the drydock. After the repair, the office of the Port Quartermaster ordered the boat to sail for Corregidor. When the boat was between Palau, Palawan and Antique, it was forced to return on account of engine trouble. The boat stayed in the drydock for repair, then waited for orders, but it could not make trips as the Japanese Navy controlled the waters around Panay.

That I received an amount of one hundred (P100.00) from the office of the Visayan Stevedore Transportation Co. as my monthly salary.

That I drew an amount of P144.00 from the 10th of March, 1942 up to the twentieth for the above mentioned services rendered by me.

In witness wherefore, I hereunto set my signature this 4th day of September, 1945.

In the presence of:

[Signature]

Manager of V.S.T. Co.

[Signature]

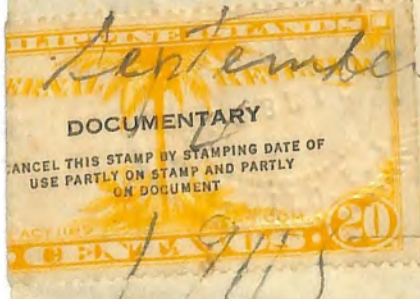
Signature

[Signature]
Major Prudencio T. Palafox, Finance Officer,
Philippine Army

Subscribed and sworn to before me, this 4th day of September, 1945, in the city of Iloilo; Affiant exhibited to me his residence Certificate A -10840, issued at the Municipality of Leganes, dated Aug 10 1945.

[Signature]
Notary Public

Until Dec. 31, 1946



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CERTIFICATION

I, the undersigned, hereby certify that Bartolome Ordoyo who signed the foregoing affidavit is personally known to me; that the facts stated in the said affidavit are true; and that I was the manager of the Visayan Stevedore Transportation Company when those facts happened.

Iloilo City, September 4, 1945.

[Signature]
Cernelio Omayao
Master

[Signature]
A. H. TAYLOR



UNITED STATES OF AMERICA
COMMONWEALTH OF THE PHILIPPINES
CITY OF ILOILO

A F F I D A V I T

I, Bartolome Ordeyo, of legal age, married, Filipino, and resident of Leganes, Iloilo, after having been duly sworn in accordance with law, depose and say:

That I am a duly licensed Third (3rd) Marine Engineer, having been duly licensed as such since the year 1925.

That I have been employed with the Visayan Stevedore Transportation Co. as Chief Engineer aboard the M/T Aviaider from March, 1935 up to March 20, 1942.

That since December 13, 1941, the Motor boat "Aviaider" was taken by the U.S. Army Cebu for towing barges loaded with army supplies from Magillawan, Panay, Oriental Negros and others.

That on the 8th of January, 1942, we left Cebu for Iloilo, towing barges filled with army equipment. The boat arrived safely in Iloilo City. We continued serving in the above mentioned capacity up to March 20, 1942.

That in the first week of March, the said Motor boat was brought to the drydock. After the repair, the office of the Port Quartermaster Palawan and Antique, it was forced to return on account of engine trouble. The boat stayed in the drydock for repair, then waited for orders, but it could not make trips as the Japanese Navy controlled the waters around Panay.

That I received an amount of one hundred (P100.00) from the office of the Visayan Stevedore Transportation Co. as my monthly salary.

That I drew an amount of P144.00 from the 10th of March, 1942 up to the twentieth for the above mentioned services rendered by me. In witness wherefore, I hereunto set my signature this ~~10th~~ day of September, 1945.

In the presence of:

[Handwritten Signature]

Manager of V.S.T. Co.

[Handwritten Signature]

Signature

Major Prudencio T. Palafox, Finance Officer,
Philippine Army

Subscribed and sworn to before me, this 10th day of September, 1945, in the city of Iloilo; Affiant exhibited to me his residence Certificate A -10840, issued at the Municipality of Leganes, dated Aug. 10 1945.

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[Handwritten Signature]
Notary Public

Valid Dec. 31, 1946

CERTIFICATION

I, the undersigned, hereby certify that Bartolome Ordoño who signed the foregoing affidavit is personally known to me; that the facts stated in the said affidavit are true; and that I was the manager of the Visayan Stevedore Transportation Company when these facts happened.

Iloilo City, September 4, 1945.

[Signature]

[Signature]
A. J. TAYLOR

[Signature]

[Signature]
March 21 1946

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Book XI

UNITED STATES OF AMERICA
COMMONWEALTH OF THE PHILIPPINES
CITY OF ILOILO

A F F I D A V I T

I, Santiago Salvilla of legal age, single, and resident of San Miguel, Province of Iloilo, Philippines, after having duly sworn to in accordance with law, depose and say:

That I am duly licensed Fourth Mate Engineer of Steam and Motor vessels having been duly licensed as such since the third of May, 1941.

That since December 27, 1941, I was employed by the Visayan Stevedore Transportation Company as 3rd Engineer of Motor boat -Aviator up to March 20, 1942.

That since December 15, 1941, the motor boat "Aviator" was taken by the U. S. Army in Cebu for towing barges loaded with army equipments from Tagbilaran, Bohol Dumaguete, Oriental Negros and Cebu.

That on the 8th of January, 1942, we left Cebu for Iloilo towing barges filled with Army equipments. The boat arrived safely in Iloilo City. We continued serving in the above mentioned capacity up to March 20, 1942.

That on the first week of March, the said motor boat was brought to the dry dock. After the repair, the Office of the Port Quartermaster ordered the boat to sail for Cerrigedor. When the boat was between Palawan and Antique it was forced to return on account of engine trouble. The boat stayed in the dry dock for repair and then awaited orders but it could not make trips as the Japanese Navy controlled the waters around Panay.

That I received an amount of \$70.00 from the office of the Visayan Stevedore Transportation Company as my monthly salary.

That I drew an amount of \$73.00 from the Office of the Port Quartermaster Iloilo City, as my pay from the 10th of March, 1942, up to the 20th for the above services rendered by me.

In witness whereof, I hereunto set my signature this 4th day of September, 1945.


In presence of:



Chief Engineer



Signature



Manager of V. S. T. Co.



Major Palafes
Finance Officer, Philippine Army.

#100

Subscribe and sworn to before me this 21st day of Sep-
tember, 1945, in the City of Iloilo, Philippines. Affiant exhibi-
ted to me his Residence Certificate No. A-1460546 issued at
San Miguel, Iloilo, on August 6, 1945.

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[Signature]
Notary Public
Notul Rec. 31, 1946

We, the undersigned, Marciano Valenciano and Bartolome Or-
doyo, Patron and Chief Engineer respectively of the motor
tug "AVIADOR" of the Visayan Stevedore Transportation Co.
hereby certify that Santiago Salvilla who signed the fore-
going affidavit is personally known to us and the facts he
stated in said affidavit are true and correct according to
our best knowledge and belief.

[Signature]
MARCIANO VALENCIANO
Patron

[Signature]
BARTOLOME ORDYO
Chief Engineer

I, the undersigned, Cornelio Magayao, Captain of the motor
boat, "Aviador", hereby certify that Santiago Salvilla who sign-
ed the foregoing affidavit is personally known to me and the
facts he stated in said affidavit are true and correct accord-
ing to my best knowledge and belief.

[Signature]
Cornelio Magayao
Captain, Motor Boat, "Aviador"

TO WHOM IT MAY CONCERN:

This is to certify that the undersigned FORTUNATO NAGRE has been employed by the Visayan Stevedoring Transportation Co. as cook on board one of its tugs the M/T Aviador from July 12, 1940 up to February 18, 1942;

THAT in December 13, 1941 the M/T Aviador was taken by the U.S. army for the purpose of towing barges loaded with army equipments from Tagbilaran, Bohol to Dumaguete, Oriental Negros and Cebu, Cebu;

That the above mentioned facts are true to the best knowledge of the undersigned.

Fortunato Nagre
FORTUNATO NAGRE

WITNESSES:

1. MARCIANO VALENCIA
CAPT. M/T AVIADOR

B. Ordoyo
2. BARTOLOME ORDOYO
CHIEF ENGINEER M/T AVIADOR

Francis P. ...
3. FRANCIS P. ...
Radio Operator M/T Aviador

IN WITNESS WHEREOF, I hereunto set my hand in the City of Iloilo Philippines, this 17th day of October, 1945.

Fortunato Nagre
FORTUNATO NAGRE
Affiant

Subscribed and sworn to before me this 17th day of October, 1945, in the City of Iloilo; affiant exhibited to me his Res. Cert. No. 1476296, issued in the City of Iloilo on September 3, 1945.

Pascual P. Esquina
PASCUAL P. ESQUINA
Notary Public
Until December 31, 1946

750/10
SIMLA
to Ept
COOK on po
paa psee embjole
LUTA ja to
LUTA ja to
LUTA ja to

DECLASSIFIED
Authority NND 883078

UNITED STATES OF AMERICA
COMMONWEALTH OF THE PHILIPPINES
CITY OF ILOILO
X - - - - - X

S. S.

A F F I D A V I T

I, FORTUNATO NAGRE, of age, single, Filipino, and a resident of the municipality of Miagao, province of Iloilo, Philippines, after being duly sworn in accordance with law, depose and say:

That I was employed with the Visayan Stevedore Transportation Company as COOK aboard the M/T Aviator from July 12, 1940 up to February 18, 1942;

That from December 13, 1941, the M/T Aviator was taken by the U.S. Army at Cebu for towing barges loaded with army equipments from Tagbilaran, Bohol to Dumaguete, Negros Oriental and Cebu, Cebu;

That on or about January 8, 1942, we left on the M/T Aviator from Cebu bound to Iloilo where we continued serving in the above mentioned capacity up to February 18, 1942;

That I was receiving \$18.00 a month as salary up to January, 1942; and that I was unable to receive my pay for the month of February, 1942 for the reason that the M/T Aviator was brought to drydock for repairs.

IN WITNESS WHEREOF, I hereunto set my hand in the City of Iloilo Philippines, this 17th day of October, 1945.

Fortunato Nagre
FORTUNATO NAGRE
Affiant

Subscribed and sworn to before me this 17th day of October, 1945, in the City of Iloilo; affiant exhibited to me his Res. Cert. No. 1476296, issued in the City of Iloilo on September 3, 1945.

Pascual P. Estinosa
PASCUAL P. ESTINOSA
Notary Public
Until December 31, 1946

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UNITED STATES OF AMERICA
COMMONWEALTH OF THE PHILIPPINES
CITY OF ILOILO

S.S.

x x

AFFIDAVIT

I, CONSTANSCIO VARGAS OF age, married, filipino, and a resident of ILOG, Neg. Occ., Philippines after being duly sworn in accordance with law, depose and say:

That I was employed with the Visayab Stevedoring Transportation Co., as Quartermaster aboard the M/ T AVIADOR from August 9, 1939 up to February 18, 1942,

That from December 13, 1941 the M/T AVIADOR was taken by the U.S army at Cebu for towing barges loaded with army equipments from Tagbilaran, Bohol to Dumaguete, Negros Oriental and Cebu, Cebu

That on or about January 8, 1942 we left on the M/T Aviator from Cebu bound to Iloilo where we continued serving in the above mentioned capacity up to February 18, 1942;

That I was receiving ₱18.00 a month as salary up to January, 1942; and that I was unable to receive my pay for the month of February, 1942 for the reason that the M/T Aviator was brought to drydock for repairs;

IN WITNESS WHEREOF? I hereunto set my hand in the city of Iloilo, this ~~17th~~ day of ~~October~~ 1945.

Constancio Vargas
CONSTANSCIO VARGAS
Affiant

Subscribed and sworn to before me this 30th day of August, 1945, in the City of Iloilo, Philippines; affiant exhibited to me his Res. Cert. No. A 1476100, issued in the City of Iloilo, dated August, 30, 1945.

[Signature]
DASCUAL PABINGA
Notary Public
Until December 31, 1946

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Page No. 32
Book No. 1
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TO WHOM IT MAY CONCERN:

This is to certify that the undersigned **CONSTANCIO VARGAS** has been employed by the Visayan Stevedorinn Transportation Co., as quarMASTER on board one of its tugs the M/T Aviator from August 9, 1939 up to February 18, 1942.

That in December 13, 1941 the M/T Aviator was taken by the U.S. army for the purpose of towing barges loaded with army equipments from Tagbilaran, Bohol to Dumaguete Oriental Negros And Cebu, Cebu. That the above mentioned facts are true to the best knowledge of the undersigned.

Constancio Vargas
CONSTANCIO VARGAS

WITNESSES:

1. MARCIANO MALENCIA
CAPT. M/T AVIADOR
2. *Bartolome Ochoyo*
BARTOLOME OCHOYO
CHIEF ENGINEER M/T AVIADOR
3. *Venancio Atinado*
VENANCIO ATINADO
Radio Operator M/T Aviator

Venancio Atinado
VENANCIO ATINADO
Affiant

Subscribed and sworn to before me this 30th day of August, 1945, in the City of Iloilo, Philippines; affiant exhibited to me his Res. Cert. No. A 1476100, issued in the City of Iloilo, date August, 30, 1945.

(Off. Rec. No. J 0795602
in lieu of P.20 doc. stamp)

Fascual T. Estanosa
FASCUAL T. ESTANOSA
Notary Public
Until December 31, 1946

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TO WHOM IT MAY CONCERN:

This is to certify that the undersigned **CONRANCIO VARGAS** has been employed by the **Vigilante Expeditionary Force** as a member on board one of its ships the **MT Aviator** from August 19, 1945 to February 19, 1946.

NO 77

The undersigned **CONRANCIO VARGAS** has been employed by the **Vigilante Expeditionary Force** as a member on board one of its ships the **MT Aviator** from August 19, 1945 to February 19, 1946. The undersigned **CONRANCIO VARGAS** has been employed by the **Vigilante Expeditionary Force** as a member on board one of its ships the **MT Aviator** from August 19, 1945 to February 19, 1946.

CONRANCIO VARGAS

Subscribed and sworn to before me this 30th day of August, 1945, in the City of Iloilo, Philippines; affiant exhibited to me his Res. Cert. No. A 1479100, issued in the City of Iloilo, dated August, 30, 1945.

[Signature]
Notary Public
Iloilo December 27, 1945

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TO WHOM IT MAY CONCERN:

This is to certify that the undersigned Venancio Atinado is a duly licensed 2nd Class Radio Operator having been licensed as such since the year 1940.

That he has been employed by the Visayan Stevedoring Co., as chief Radio Operator of the M/T Aviador from December 11, 1940 up to February 18, 1942;

That the M/T Aviador was taken by the U.S. army in December 13, 1941 for the purpose of towing barges loaded with army equipments from Tagbilaran, Bohol to Dumaguete, Negros Oriental and Cebu, Cebu;

That the above mentioned facts are true to the best knowledge of the undersigned.

Venancio Atinado
VENANCIO ATINADO

WITNESSES:

1. MARCIANO VALENCIA
CAPT. M/T AVIADOR

M. Valencia
2. BARTOLOME ORDOYO
CHIEF ENGR. M/T AVIADOR

Hugo Ordoyo
3. *Hugo Ordoyo*
Chief Engineer M/L Lydia V-5

Venancio Atinado
VENANCIO ATINADO
Affiant

Subscribed and sworn to before me this 30th day of August, 1945, in the City of Iloilo, Philippines; affiant exhibited to me his Res. Cert. No. A 1476100, issued in the City of Iloilo, date August, 30, 1945.

(Off. Rec. No. J 0795602
in lieu of P.20 doc. stamp)

Fascual P. Espinosa
FASCUAL P. ESPINOSA
Notary Public
Until December 31, 1946

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UNITED STATES OF AMERICA
COMMONWEALTH OF THE PHILIPPINES
CITY OF ILOILO
X - - - - - X

S. S.

A F F I D A V I T

I, VENANCIO ATINADO, of age, married, Filipino, and a resident of the City of Iloilo, Philippines, after being duly sworn in accordance with law, depose and say:

That I am a duly licensed 2nd Class Radio Telegraph Operator having been licensed as such since the year 1940;

That I was employed with the Visayan Stevedore Transportation Co., as Chief Radio Operator of the M/T Aviador from December 11, 1940 up to February 18, 1942;

That from December 13, 1941 the M/T Aviador was taken by the U.S. Army from Cebu for towing barges loaded with army equipments from Tagbilaran, Bohol to Dumaguete, Negros Oriental and Cebu, Cebu;

That on or about January 8, 1942 we left on the M/T Aviador from Cebu bound to Iloilo where we continued serving in the above mentioned capacity up to February 18, 1942;

That I was receiving \$75.00 a month as salary up to January 1942, and that I was unable to receive my salary for the month of February 1942 for the reason that the M/T Aviador was brought to drydock for repairs;

IN WITNESS WHEREOF, I hereunto set my hand in the City of Iloilo, this 30th day of August, 1945.

Venancio Atinado
VENANCIO ATINADO
Affiant

Subscribed and sworn to before me this 30th day of August, 1945, in the City of Iloilo, Philippines; affiant exhibited to me his Res. Cert. No. A 1476100, issued in the City of Iloilo, date August, 30, 1945.

(Off. Rec. No. J 0795602
in lieu of P.20 doc. stamp)

Pascual T. Espinosa
PASCUAL T. ESPINOSA
Notary Public
Until December 31, 1946

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SERVICE RECORD OF FIDEL BACHOCO

Oct. 10, 1945

Name: Fidel Bachoco

Age and Legal Status: 35 Years; Married

Service: U.S. Army Transport (M/S. "Aviador") Chief Mate

Period of Service: 1. Worked under the U. S. Army Transport Service as Chief Mate on the U. S. Army Transport "Aviador" on March 23, 1942;

2. Transferred to M/S. "Batavia" on or about March 29, 1942 as Chief Mate. Held this assignment until April 12, 1942, when the M/S. "Batavia" was agrounded and abandoned as per order of the Master at Port Carmen, Cebu in view of the shelling of a Japanese cruiser.

Compensation: ₱367. 50. per Month.

Address: Rizal St. No. 230- A. La Paz, Iloilo City

Next of Kin and address: Demetria Lamigo Bachoco (Mrs.)

Rizal St. No. 230-A, La Paz, Iloilo City.

Health: Good

Official Papers: All lost.


Statement: As per affidavit, hereto Attached.

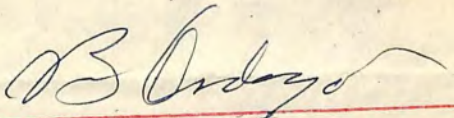
DECLASSIFIED
Authority NND 883078

October 15, 1945

TO WHOM IT MAY CONCERN:

This is to certify that Loreto, Mijares, had been employed since March 10, 1942 up to March 20, 1942 as an oiler of the Army Transport M/S AVIADOR.


CORNELIO JUMAYAO
Captain


BARTOLOME ORDOYO
Chief Engineer

A F F I D A V I T

I, Loreto Mijares, married, of age, Filipino and resident of Leganes, Iloilo, Philippines, after having duly sworn hereby declare:

That I was the oiler of the M/T "AVIADOR" of the Visayan Stevedore Transportation Co. having entered service on or about March 10, 1942; and that I received the amount of \$31.85 ~~from the said transportation company~~ as my salary from ~~March 10th to 20th of March, 1942,~~ from U. S. Army Quartermaster.

In witness whereof, I have hereunto set my signature in the City of Iloilo, this 22nd day of September, 1945.

Loreto Mijares
LORETO MIJARES

O A T H

UNITED STATES OF AMERICA
COMMONWEALTH OF THE PHILIPPINES

Subscribed and sworn to before me this 22nd day of September, 1945. Affiant exhibited to me his residence certificate No. A 10994 issued at Iloilo City on September 21, 1945.

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[Signature]
Notary Public
Until Dec. 31, 1946

C E R T I F I C A T I O N

We, the undersigned hereby certify that Loreto Mijares who signed the forgoing affidavit is personally known to each of us; that the signature is genuine; and that the facts alleged in the said affidavit are true and correct to the best of our knowledge and belief.

[Signature]
CORNELIO JUMAYAO
MASTER
M/T AVIADOR.

[Signature]
BARTOLOME ORDOYO
CHIEF ENGINEER
M/T AVIADOR

DOCUMENTARY

CANCEL THIS STAMP BY STAMPING DATE OF USE PARTLY ON STAMP AND PARTLY ON DOCUMENT





DECLASSIFIED
Authority NND 883078