

**DECLASSIFIED**  
Authority NND883078

S/S  
SAMAL

For further details contact

Ramon Fernandez, (Manager)  
Maitima Co. of Manila

DECLASSIFIED  
Authority NND883078



GIBBS, GIBBS & CHUIDIAN  
Attorneys-at-Law  
2nd Floor, Peoples Bank Building  
Manila, Philippines

November 14, 1945

CLAIMS SERVICE  
A F W E S P A C  
Manila

Gentlemen:

Attached are claim service forms No. 200 for investigation, appropriate action and payment covering the compensation claimed by the Compania Maritima against the United States Government for the charter and loss of the following ships:

Name of Ship	Date Re-quisitioned	Date Lost	Per Diem Claimed US\$	Value Claimed US\$	Total Claim US\$
SS Corregidor	Dec.13,1941	Dec.16,1941	1,000.00	800,000.00	800,085.00
SS Panay	22	30	1,428.57	500,000.00	510,000.00
SS Samal	23	27	500.00	150,000.00	152,500.00
SS Bohol	25	27	1,000.00	600,000.00	603,000.00
SS Romblon	24	Apr. 9,1942	250.00	50,000.00	76,250.00
SS Luzon	18	Jan.18,1942	600.00	250,000.00	<u>269,200.00</u>

Total claim.. \$2,411,035.00

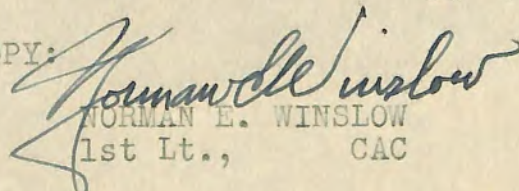
The undersigned attorneys are representing the Compania Maritima in presenting the foregoing claim. Kindly acknowledge receipt of the foregoing claims by signing the copy of this letter attached hereto. All future communications to the Compania Maritima - the claimant- should be directed to us.

Yours very truly,

GIBBS, GIBBS & CHUIDIAN

BY Signature, not ligible

A TRUE COPY:

  
NORMAN E. WINSLOW  
1st Lt., CAC



cu 7585

PROCUREMENT CLAIMS FORM  
(For action by Contract Claims Commission)

Manila, Philippines  
November 12, 1945

1.- Name of Owner: COMPANIA MARITIMA  
Address: 259 General Solano, San Miguel, Manila,  
Philippines.

2.- Description of property or service:

Requisition of the S. S. SAMAL.

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

(a) On December 22, 1941, about 6:00 P.M., the S. S. SAMAL  
was ordered by the U. S. Army to dock at Pier No. 1, Manila.  
Early on December 23, 1941, the S.S. SAMAL was docked at Pier  
No. 1 and loading operations of military cargo were started  
immediately by military authorities.

(b)- On December 23, 1945, at about 2:00 P.M., while the  
the S.S. SAMAL was at Pier No. 1, Manila, it was bombed and  
damaged and started to leak; so that it was ordered to leave  
the pier immediately.

(c)- The S.S. SAMAL was beached in the vicinity of Malabon  
where temporary repairs were rushed by the U. S. Army and crew  
being completed in about forty-eight hours.

(d)- On December 26, 1941, the S.S. SAMAL was ordered back  
to Pier No. 1, Manila, by the U.S. Army where loading operations  
were renewed.

(e)- After the ship was approximately half loaded with military  
supplies, it was ordered to shift to Pier No. 3, where loading  
operations continued until the ship was filled to capacity.

(f)- On December 29, 1941, about midday, the S.S. SAMAL was  
bombed and sunk off of Pier No. 7.

(g)- Although the ship was under orders of the U. S. Army,  
it was manned and operated by the officers and crew of the  
Compania Maritima, with officers and soldiers aboard acting as  
guards and giving orders concerning the loading and movements  
of the ships.

4.- The value of the ship when taken was US\$150,000.00 and the  
per diem charter was P1,000.00. This was agreed to as is evident  
by the following memorandum agreement:

*Edward*



Manila, December 23, 1941

The Traffic Control Officer  
Quartermaster Department  
U.S. Army  
Manila

S i r :

In accordance with our agreement, we are placing the ss "SAMAL" at your disposal this afternoon at Pier 1. We understand that a formal contract will be drawn today or tomorrow, but in the meantime this letter will serve as a memorandum agreement.

The U. S. Army and the Compañia Maritima agree on the following:

1. The ss "Samal" is chartered by the U. S. Army beginning from the moment the ship has docked at Pier 1 this afternoon.
2. The ship will be subject to all Army orders, except that it will not be sent beyond Philippine waters.
3. All passengers and cargo capacity of the ship is reserved for the Army.
4. The Army will, in case of accident, compensate the officers and crew in an amount equivalent to two years salary in accordance with schedule attached, this amount to be given as one total payment.
5. The Army will guarantee shipowners for partial or total loss of the value of the vessel in the amount of one hundred and fifty thousand dollars. This responsibility covers war and marine risks.

We inform you that the ship carries some insurance covered in London but we are not certain whether the ordinary commercial insurance will be held valid if the ship is used by the Armed Forces. It is agreed therefore that the Army, covers the ship against war and marine risks in the above mentioned amount of one hundred and fifty thousand dollars.

6. The agreement is for a time charter. Payment will be made on the basis of one thousand pesos per day provided the voyages are limited within the Manila Bay; if the ship is taken outside the Manila Bay the rate of charter will be increased to fifteen hundred pesos per day.

7. Our obligation is subject to being able to continue to be supplied by the Asiatic Petroleum Company or any other oil company with oil at a price not over forty pesos per ton, unless the Army gives us oil at this price.

8. Our obligation is also subject to ordinary reservations of failure to comply due to force majeure causes.

Very truly yours,

COMPANIA MARITIMA  
FERNANDES HERMANOS, INC.  
GERENTES GENERALES

Por (Sgd.) J. PL. FERNANDEZ.

CONFIRMED:  
12/23  
To Capt. Carlton

USAFPE directed that the "SAMAL"  
is to be used for one or more days  
for movement of supplies and personnel,  
and the terms are acceptable.

(Sgd.) RICHARD G. ROGERS  
LT. COL. QMC  
TRAFFIC CONTROL.

*J. P. Fernandez*



The signed copy of this letter is in the possession of Compañia Maritima and will be surrendered upon request.

- 5.- No money or compensation of any type has been received to date by the Compañia Maritima, or by any of its representatives, either as rental, or as a partial or total settlement for the charter and loss of the S. S. SAMAL.
- 6.- The S. S. SAMAL was one of the several ships mortgaged to the Philippine National Bank to cover general overdraft and banking facilities at the time it was taken by the U. S. Army. These overdraft and banking facilities subsequently were paid off and the mortgages cancelled, so that there is now no outstanding lien or mortgage against the S. S. SAMAL.
- 7.- After the property was taken as above, it was sunk on December 29, 1941, as hereinabove explained.
8. - I swear that the above statements are true to the best of my knowledge and belief, that we are the owners of the above described property, and are legally entitled to receive payment thereof, that the claim is just and valid; and that IN CONSIDERATION of the payment of US\$153,500.00 calculated as follows: US\$150,000.00 for the total loss of the S. S. SAMAL and US\$3,500.00 for sevendays use, the UNITED STATES OF AMERICA, its officers and agents, are hereby UNCONDITIONALLY RELEASED from all further liability arising out of the above claim.

COMPANIA MARITIMA  
By *J. P. Fernandez*  
J. P. FERNANDEZ  
Managing Director

Subscribed and sworn to before me this 14 day of November, 1945, at Manila, Philippines, by Mr. J. P. FERNANDEZ as Managing Director of Compañia Maritima, who exhibited his residence certificate No. A-3702347 issued at Manila on April 24, 1945.

*[Signature]*  
NOTARY PUBLIC  
Until December 31, 1946.

Doc. No. 15  
Page No. 6  
Book No. I  
Series of 1945.



1 NOV 1945

CERTIFICATE

CREW MEMBERS OF USAT "SS SAMAL"

NAME	POSITION	PAY
Serna Antonio Aduana	Captain	P450.00
Bombase, Constantina	2d Mate	180.00
Parce	3d Mate	160.00

I certify that the above men were part of the crew of above named ship of which I served as Captain.

I further state that further evidence and crew members can be obtained from Ramon Fernandez, Manager of the Maritima Co of Manila under which the ship served.



*Serna Antonio Aduana*  
Serna Antonio Aduana  
Capt USAT "SS Samal"

Subscribed and sworn to before me this 1st day of November 1945 at AFPAC, Customs House, Iloilo City, Panay, P. I.

*Warren A. Vick*  
WARREN A. VICK  
CAPT. INF.



OFFERED AS EVIDENCE TO P.A. PROCESSING TEAM AT  
TIRING, PANAY, P.I.

2(c) REMARKS:

1. I was inducted into the USAFFE (CIV.EMPLOYEE) on U.S.A.T.S. "S/S SAMAL", through verbal instructions of an American MAJOR (well known to DN. RAMON FERNANDEZ of the CIA. MARITIMA, MANILA) 22 Dec 41 up to 29 Dec 1941 when S/S SAMAL was sunk by the Jap while loading cargoes on Pier 1, Manila for CORREGIDOR. That I have not received any salary for my services herein.

2. After the sinking of the S/S SAMAL, I then worked with the office of the boat (CIA. MARITIMA, MANILA) and detailed in the different Office works for the period from 30 Dec 41 to 26 MAR 42.

3. That on 27 MAR 42, I was able to contact LT. CAHAPAY who happened to be in MANILA and who was heading a Guerrilla Unit LAGUNA (status of said GUERRILLA UNIT is unrecognized). Interested on my country's welfare and believing I could of usefulness to said organization, I acted as his Adviser without receiving compensation and my status in said organization is unknown (with my name not being taken in their ROSTER OF TROOPS). This connection of mine lasted till 16 MAR 43 when I went to MANILA (17 MAR 43) on special mission spending my own savings (saved during peace (PRE-WAR~~time~~) in defraying my own necessities of life.

4. Upon arrival at MANILA (17 MAR 43) I was arrested by the JAPS MILITARY POLICE and confined me for 2 days and one night at FT. SANTIAGO MANILA grilling for being a USAFFE. Finally finding nothing againstme but being only a MERCHANT MARINE CAPTAIN (as found in the records of CIA.MARITIMA) they had me released on 19 MAR 43 on the condition that I will take to ILOILO CITY the launches (5) belonging to ISHIHARA MINING CO. After my release, the Japs has a close surveillance of my home, fearing I might escape from the city (MANILA), so practically I was sort of being confined in the City.

5. (a) That on 7APR 43, I was forced by the Japs to take 5 small launches to Iloilo on condition that I will be allowed to return to Manila. Upon arrival at Iloilo the Japs did n't make good their promise and forcing me to be stranded at this place (ILOILO) without friends and money and giving me only little subsistence in kind and P200.00 JAP MILITARY NOTES to tide me over. Later as I have heard of the GUERRILLA ORGA~~NIZATION~~ here in Panay, with this little pocket money given me I made efforts, inspite of difficulties, to contact MAJ. SALCEDO, through Lt. ILUSTRISIMO. This contact was consummated by me when I engaged in the buy and sell of vegetables, fruits, eggs, chickens, etc. Thus I was able to



-2-

contact LT. ILUSTRISIMO on 27 NOV 43. LT. ILUSTRISIMO was then working with the DIVISION G-2 under Maj. SALCEDO at PASSI, ILOILO. As Civilian Operative of the DIV. G-2, I gave the Office various enemy infos particularly stressing on naval movements. To this work given by me I don't receive any salary but only a little pocket money amounting to P120.00 (EMR.-GUERRILLA) for the period from 1 DEC 43 to 31 DEC 43; 1 MAR 44 to 31 MAR 44 and 1 JAN 45 to 31 JAN 45, and subsistence in kind. Had been acting as CIV. OPERATIVE till the landing of the AMERICANS AT PANAY (18 MAR 45) with my status also unknown, as my name was not taken in the ROSTER OF TROOPS of the DIO, 6th MD. My services was then dispensed with by MAJ. SALCEDO and had to be out of work again till 23 MAR 45 when I landed on the work as PILOT in the PORT DIRECTOR'S OFFICE, U.S. NAVY. To this work I had been mainly responsible for the location of mines in NORTH EAST PANAY ISLAND and at present piloting all ARMY AND NAVY vessels of all categories.

(b) I failed to report on the MOBILIZATION DATE (15 AUG 45) at DINGLE, ILOILO because I was busy with my work at the PORT DIRECTOR'S OFFICE, U.S. NAVY as Pilot for all vessels coming in and out of ILOILO HARBOR. Also further I was busy conducting vessels outside of ILOILO for NEGROS in connection with the above work which the PORT DIRECTOR directed me to do so.

(c) I reported at TIRING LANDING FIELD, STA. BARBARA, ILOILO on 23 OCT 45.

DATE OF PROCESSING - 23 OCT 45.

/s/ A. A. Serna  
A.A. SERNA

A CERTIFIED TRUE COPY:

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



A F F I D A V I T

I, ANTONIO A. SERNA, resident of the City of Iloilo, of legal age, married, after having sworn to according to law, hereby depose and say:

That I am holder of Certificate of Master of Vessels in any ocean and of any ton or gross;

That I am a Reserve Officer of the Off Shore Patrol with rank of First Lieutenant, 1938;

That from 1936 to 1941 I served as Captain of different vessels of the Compania Maritima, my last assignment being on the Tanker "Mindanao" which plied between the west coast of the United States and the Philippines, said vessel having been bombed and sunk by the enemy on the middle part of December, 1941 in Manila;

That I took command of the S.S. Samal of the Compania Maritima on December 22, 1941, which was then utilized by the USAFFE for inter-island service;

That the S.S. Samal was bombed and hit by enemy planes on December 23, 1941 at Pier 1 where she was being loaded with supplies for Corregidor and that in order to save said vessel she was beached in Malabon where she was fixed and then brought back to Pier 1 where she was finally bombed and sunk on December 27, 1941;

That during the Jap occupation of Manila, I resided outside of the city and made connections with guerillas in Laguna under Lt. Cahapay;

That on March 17, 1943, while on secret mission in the city of Manila, I was arrested by the Jap MP and detained for investigation at Fort Santiago for two days and 1 night, during which course, I told the Japs that I was just a merchant marine captain, which they later found out from the records of the Cia. Maritima;

That in order that they can utilize my naval knowledge and experience, the Japs forced me to take 5 small launches to Iloilo on April, 1943;

That upon arriving in Iloilo, I immediately exerted efforts to contact guerillas outside and on November 27, 1943, inspite of difficulty in contact and risks attendant to it, I finally made connections with the District Intelligence Section thru Lt. Gabriel A. Ilustrisimo;

That from November 27, 1943 up to January 22, 1945, I received and complied with orders coming from the District G-2 of the 6" MD regarding enemy intelligence reports with emphasis on naval activities.;

That on January 23, 1945, I left the City of Iloilo to join the District G-2 HQ under Lt. Ilustrisimo and that while outside of enemy territory, I witnessed the landing of the first group of American forces at Lisub, Antique under Lt. Donald E. Sparn of the Co. C, 583rd SAW BN on February 18, 1945;

That on D-Day at Panay Island, I contacted the American forces at Tigbauan and reported to Lt. A.P.M. Rigg, beach master,



-2-

and on March 23, 1945, I joined the Navy Port Director Office with assignment as pilot of vessels of all categories, assisting the Americans in navigation and location of mines in northern Panay and around Negros Island;

That I also accompanied American landing units in Igbom and Tagubanan, Panay to destroy Jap military installations and mines;

That up to this date, I am working as pilot of different kinds of vessels of the US Army and Navy entering Iloilo harbor;

That this affidavit is being prepared because all my papers and documents were destroyed during the bombing and sinking of the S.S. Samal, while my certificates and papers for identification were destroyed by me in Manila on Jan. 2, 1942 in order to avoid being exposed to the Japs as an army man.

/s/ Antonio A. Serna  
/t/ ANTONIO A. SERNA

Subscribed and sworn to before me this 18 day of October, 1945; affiant exhibited to me his Residence Certificate No. A-1476103 issued in the City of Iloilo, Philippines on August 20, 1945.

/s/ Demetrio G. Vinson  
Acting Prov. Fiscal

A CERTIFIED TRUE COPY;

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



COMPANIA MARITIMA

Manila December 28, 1941.

The Traffic Control Officer  
Quartermaster Department,  
U. S. Army.  
Manila.

Sir:

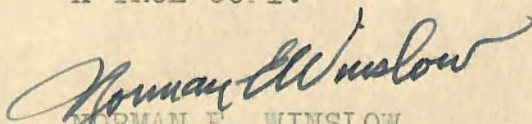
In connection with our memorandum agreement of the 23rd inst. relative to the ss "Samal", and our letter of the 25th notifying you that the ship was hit by bombs, we beg to inform you that as a result of damages suffered by the bombings of the 24th and of yesterday, the ship sunk in the Manila Bay yesterday.

The ship was then under direct command of U. S. Navy or U. S. Army officers on the bridge. We are hereby giving you formal notification of the loss to protect our rights under the above referred memorandum agreement.

Yours respectfully,

(Sgd.) J. P. FERNANDEZ

A TRUE COPY:

  
NORMAN E. WINSLOW  
1st Lt CAC



COMPANIA MARITIMA

Manila, December 25, 1941.

The Traffic Control Officer  
Quartermaster Department,  
U. S. Army.  
Manila.

Sir:

We beg to inform you that the ss. "Samal" has been damaged by bombs about 2:00 o'clock this afternoon while loading at Pier 1. The vessen developed leaks admitting water in such quantity that made it necessary for the Captain to pull out from the Pier 1 and ground her at the entrance of the Pasig River. The staff and crew of the ship are endeavouring to make temporary repairs to keep the vessel afloat.

Under her present condition, it is unsafe for the ship to navigate.

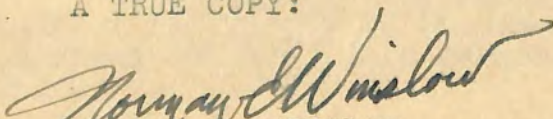
We beg to inform you also that, in the absence of anti-aircraft guns to defend the ship, the officers and crew are finding themselves at complete mercy of enemy planes, and under these conditions, they refuse to remain on board.

We are waiting for your disposition on the matter.

Very respectfully,

(Sgd) J. P. FERNANDEZ

A TRUE COPY:

  
NORMAN E. WINSLOW  
1st Lt                      CAC



COMPANIA MARITIMA

Manila, December 23, 1941.

The Traffic Control Officer,  
Quartermaster Department,  
U. S. Army,  
Manila.

Sir:

In accordance with our agreement, we are placing the ss "Samal" at your disposal this afternoon at Pier 1. We understand that a formal contract will be drawn today or tomorrow, but in the meantime this letter will serve as a memorandum agreement.

The U. S. Army and the Compania Maritima agree on the following:

1. The ss "Samal" is chartered by the U.S. Army beginning from the moment the ship has docked at Pier 1 this afternoon.
2. The ship will be subject to all Army orders, except that it will not be sent beyond Philippine waters.
3. All passenger and cargo capacity of the ship is reserved for the Army.
4. The Army will, in case of accident, compensate the officers and crew in an amount equivalent to two years salary in accordance with schedule attached, this amount to be given as one total payment.
5. The Army will guarantee shipowners for partial or total loss of the vessel in the amount of the one hundred and fifty thousand dollars. This responsibility covers war and marine risks.

We inform you that the ship carries some insurance covered in London but we are not certain whether the ordinary commercial insurance will be held valid if the ship is used by the Armed Forces. It is agreed therefore that the Army covers the ship against war and marine risks in the above mentioned amount of one hundred and fifty thousand dollars.



From Cpmpania Maritima to Traffic Control Officer, U. S. Army.

2

6. The Agreement is for a time charter. Payment will be made on the basis of one thousand pesos per day provided the voyages are limited within the Manila Bay; if the ship is taken outside the Manila Bay the rate of charter will be increased to fifteen hundred pesos per day.

7. Our obligation is subject to being able to continue to be supplied by the Asiatic Petroleum Company or any other oil company with oil at a price not over forty pesos per ton, unless the Army gives us oil at this price.

8. Our obligation is also subject to ordianry ~~reserva-~~tions of failure to comply due to force majeure causes.

Very respectfully,

(Sgd) J. P. FERNANDEZ

12/23

To: Capt Carlton  
USAFFE directed that the  
"Samal" is to be used for one  
or more days for movement of  
supplies and personnel  
and the terms are acceptable.

Richar G. Rogers  
Lt Col QMC  
Traffic Control.

A TRUE COPY:

NORMAN E. WINSLOW  
1st Lt CAC

DECLASSIFIED  
Authority NND883078



S. S. "SAMAL"

Copy made from  
Folder 127 Maritime  
Matter on file  
in Hq RPR Br  
Lopez  
17 Apr 57

Captain - - - - - Vicente Encarnacion  
First Mate - - - Cervillano Durante (deceased)  
Second Mate - - - Constantino Bombasi  
Third Mate - - - Nencio Parce  
Chief Engineer - Ramon Sison (deceased)  
Second Engineer - Dominador Martinez  
Third Engineer - Pablo Raffanan  
Fourth Engineer - Jose de la Cruz  
Radio Operator - Santos Adao

Deck Department

Engine Department

Boatswain - - -  
Carpenter - - -  
Quartermaster - Illuminado Aquelo  
" - Serafin Niones  
" -  
" -  
Winchman - Agaton Llanes  
" - Felipe de la Pena

Machinist -  
Storekeeper -  
Oiler - Simplicio Falcon  
" - Simplicio  
" -  
" -  
Fireman -  
" -  
" -  
" -  
Wiper -  
" -  
" -  
" -

Steward Department

Chief Steward - Severino Peralta  
Chief Cook -  
Second Cook - Andres Palmero  
Cabin Boy - Salvador Cordoba

Total monthly payroll  
including unaccounted for .. 73,265.40

TOTAL COMPLEMENT - 48  
ABOVE LIST - 17  
UNACCOUNTED FOR - 31



5/5 Samal

owned by - Compania Maritima

Entered govt service -

Sunk by the enemy on Dec. 24, 1941

Requisitioned 23 Dec 41

Chartered - 23 Dec 41

Place: Manila

Place: Manila Bay

### Crews

Name	Position	Pay Rate	Service
1. Serna, Antonio A.	Captain	₱ 150.00	
2. Bombase, Constantino	2 <sup>nd</sup> Mate	180.00	
3. Parce	3 <sup>rd</sup> Mate	160.00	

Remarks - Info. taken from folder 5/5 Samal



Name - Antonio Serna

Position - Captain

Name of ship - SS Samal

Date enter employment -

Place

Date last paid.

By whom.



Name - Constantino Bombase

Position - 2nd Mate

Name of ship - 3/5 Samal

Date enter employment -

Place

Date last paid -

By whom -



**DECLASSIFIED**  
Authority NND 883078

