

DECLASSIFIED
Authority MND 885079

Series 4

10-100

DECLASSIFIED
Authority NND 883078

BUS CO
FILES

YELLOW TAXI CAB CO.

YELLOW TAXI CAB CO.

KCRC CO FILE 4529



2011 FEB 20 10:40 AM '78

UNITED STATES DEPARTMENT OF JUSTICE

2446

Initials of Searcher

Date

Room No.

Branch or Section

Clerk

Army Serial No.

Name of Soldier

WAR Dept Bulletin 1939 to 1947 - 287455

DECLASSIFIED
Authority NND 863678

PIHEDA, ROSENDO

29 DEC 1955

RE: Yellow Taxi Cab Company File

MEMORANDUM TO CHIEF, RPRB:

1. Agreement between Colonel Quinn and bus companies in late 1941 arranged for daily rental in case of an emergency for each vehicle requisitioned, manned by driver of said operators.

- a. ₱42.00 for bus or truck each per day
- b. ₱18.00 for each large taxi cab per day
- c. ₱15.00 for each small taxi cab per day

It was further understood that ₱3.00 per day of this would be given to the driver of vehicle.

2. The Yellow Taxi Cab Company made claim three months after war on above basis plus value of car.

3. They were subsequently paid \$198,929.31 by Contract Claims Commission #63 on October 1947 (Manila Yellow Taxi Cab Company and Insular Motors, Inc.) for 242 taxi cabs, three trucks, one garage car, 51 taxi meters, seat covers, gas and rental of said vehicles, covering the period 8 December 1941 to 31 December 1941. There is no record to show what was paid to drivers of vehicles who may have made claims to them.

4. Both Colonel Quinn and Mr. Peyer, civilian assistant, remark that rentals were through 31 December 1941 and Colonel Quinn adds that on Bataan vehicles and drivers were absorbed into the Motor Pools and an order was issued by USAFFE covering individuals not paid by their companies. Major Stokes advises several drivers not paid by the Army because they were not present at the time and that this included former Yellow Taxi Cab personnel.

SEE
SUB.
PAR.
X
AND
W

5. Investigator's opinion in Folder #3 states that there was a rental and value agreement between Army and the bus companies. Rental was for the period 8 December 1941 to 31 December 1941.

6. Pertinent citations bearing out facts stated above are quoted from Folders 1, 2 and 3 of the Yellow Taxi Cab Company file (OU 4529):

a. Letter, Philippines-Ryukyus Command, Claims Service dated 12 February 1948:

"A review of your claim file shows that rental was paid on 179 Taxi cabs and 2 freight trucks for various dates in 1941.

"In claims where rental is allowed, this office does not make payment to the drivers as rental presumably includes payment of the driver."

RE: Yellow Taxi Cab Company File
MEMORANDUM TO CHIEF, RPRB

b. Letter of General Moore about 22 March 1947:

"The investigation of all these claims is being conducted concurrently inasmuch as the evidence required in one is often applicable to others. On the other hand, where large numbers of vehicles were taken each presents separate problems. These include the facts and circumstances of the taking; the date on which liability for rental began and ended, if it is payable; and the ownership and possession when, if at all, rental changed to requisition. All these problems apply, individually, to each separate vehicle. Your claim has been particularly difficult because you did not have any receipts from procurement officers."

c. 1st Indorsement, Philippines-Ryukyus Command to The Judge Advocate General dated 22 March 1947:

"The Claim of Manila Yellow Taxicab Company filed 15 March 1946 is for the value of 242 taxicabs, 3 freight trucks and 1 garage car of the claimed value of P370,614.18, allegedly commandeered by many known and unknown officers and agents of the United States or Philippine Army, together with rental of the same vehicles for an arbitrarily fixed period, from December 8, 1941 to April 8, 1942, in the sum of P468,045.79 and the value of some taximeters and seat covers to a grand total of P845,562.00."

"The claimants set arbitrary 'dates' on which the rental of individual vehicles 'began' and 'ended', and the date on which responsibility for the commandeering of the vehicles attached, but evidence to establish such 'dates' was not supplied, and must be obtained. Approximately 200 officers or agents of the United States and Philippine Armies were involved in the alleged commandeering, in one way or another. A still greater number of civilian drivers who were employed by the bus and taxicab companies at the time of the acts of commandeering are also involved. All of these individuals are widely scattered, some are dead, others difficult to find. There are few receipts for single or groups of vehicles in the possession of the claimants and in many cases, no agreements to pay rental are reduced to writing."

d. Check Sheet from Claims Service to Commanding General:

"To arrive at a just and sustainable award in these cases it is necessary to obtain statements from every possible civilian bus or taxicab driver and every possible member of the Armed Forces who can show the dates individual vehicles were used under rental contract and the dates on which commandeered. This requires communication with several hundred witnesses, many of whom are difficult to locate. These claims are receiving constant attention but final action is not possible until the facts, as to each individual vehicle, can be established."

RE: Yellow Taxi Cab Company File
MEMORANDUM TO CHIEF, RPRB

undated: e. Letter, General Moore to Manila Yellow Taxi Cab Company,

"Your claim has been particularly difficult because you were not able to produce any receipts from procurement officers. Hundreds of statements and affidavits are being obtained by Claims Service from the civilian drivers of these vehicles and the military personnel who may have taken them."

f. Memorandum to General Valdes dated 11 January 1947:

"Three months prior to the outbreak of the Pacific War, and at the instance of Col. Quinn, the Quartermaster, U.S. Army called all Motor Bus and Taxi-Cab Operators to a conference to make preliminary arrangements for the hiring of all vehicles of said operators for maneuver purposes. It was agreed upon at that time that should war be declared in the Pacific, the same plans and conditions would be applied on all vehicles of said operators when requisitioned by the U.S. Army. In said conference, it was agreed upon that a daily rental will be paid for each vehicle requisitioned, to be manned by drivers of said operators, all other expenses such as gasoline, oil, etc. for the account of the U.S. Army. The daily rental agreed upon were as follows:

- (a) \$42.00 per bus or truck per day
- (b) \$18.00 for each large taxi-cab per day
- (c) \$15.00 for each small taxi-cab per day"

"The Manila Yellow Taxi-Cab Co., Inc. claimed as follows:

For rentals of Two Hundred Forty-two (242) Taxi-cabs, 3 trucks, and 1 Garage car from December 8, 1941 to April 8, 1942, at \$15.00 per day per unit-----\$468,045.79

For reasonable value of Two Hundred Forty-two (242) taxi-cabs, 3 trucks, and 1 garage car----- 370,614.18

For value of 51 taximeters----- 5,463.72

For value of special seat covers----- 1,438.40

T o t a l ----- \$845,562.09

Grand total ----- \$1,751,352.58 "

RE: Yellow Taxi Cab Company File
MEMORANDUM TO CHIEF, RFRB

g. Letter of Monserrat of Yellow Taxi Cab Company to stockholder in America, Mr. George L. McGee, dated 29 January 1947:

"The Army still holds firm to the payment of only the reasonable value of the cars lost and absolutely refuses to even consider anything regarding the payment of rentals for the simple reason, they say, that it is under no obligation at all to such payment according to some American law or Army rule."

"But this is not our only complaint against the Army. Our faithful drivers who with the cabs went to Bataan and Corregidor and were killed in action or later died in Capas have not as yet been taken care of. It is an almost daily touching scene in our office to see widows and orphans of those men trying to secure some sort of financial aid from the Company who in turn does not know what funds to resort to in order to meet these appeals. The cases of most of these individuals have been duly processed by the Army since the liberation of Manila, but not a single centavo of relief or aid so far has been received by their heirs."

"To close, allow me to extend to you and your family our best wishes and regards from the whole family as well as from Don Ramon Fernandez, Alfredo Infante, General Valdes and all the boys of the company who also remember you pleasantly."

h. Letter, JAG to CG, AFWESPAC re: Congressional Interest, dated 16 January 1947:

"Reference is made to the attached letter dated 8 January 1947 from the Honorable Lawrence H. Smith, House of Representatives, Washington, D.C., with inclosures, concerning the claims of the Manila Yellow Taxi-cab Company, Inc., and the Pasay Transportation Company, Manila, Philippine Islands, for damages on account of the use and loss of taxicabs and busses owned by said companies during the period from 8 December 1941 to April, 1942.

"It is requested that a full report on the status of these cases be forwarded to this office at the earliest possible date."

i. Claim of Enrique Monserrat of Yellow Taxi Cab Company to Contract Claims Commission dated 29 May 1947:

"Col. Quinn personally made it known in clear and concise language the terms of the commandeering of the equipments of the Manila Yellow Taxi Cab Co., Inc. which are as follows:

RE: Yellow Taxi Cab Company File
MEMORANDUM TO CHIEF, RFRB

"1. For every big or senior cab commandeered by the U. S. Army or any of its authorized instrumentality, a daily rental of ₱18.00 will be paid to the Company. For every small or junior cab a daily rental of ₱15.00 will be paid and for every freight car commandeered a daily rental of ₱42.00 will be paid, said rentals will run from the date of commandeering until such particular equipment commandeered is released by the U.S. Army;

✓ "2. That out of the daily rental fixed for such cab commandeered, ₱3.00 should be set aside by the Company, as daily wage for the driver manning the particular equipment commandeered; The U.S. Army will take care of the gasoline and oil necessary for the operation of the same;

"3. That in any case in which the U. S. Army would not be able to return any vehicle commandeered, it shall consider such vehicle unreturned as a total loss and a corresponding reasonable value shall be paid to the Company, aside from the rentals due."

* * * *

"4. The following are the just and valid claims of the corporation against the United States Government:

- a. Reasonable value of 242 taxis, 3 freight trucks, and 1 garage car commandeered----- ₱ 370,614.18
 - b. Rentals due as per statements rendered including gasoline and oil initially supplied on the first day of commandeering, December 8, 1941----- 468,045.79
 - c. Value of 51 taximeters taken with taxicabs commandeered----- 5,463.72
 - d. Value of special seat covers taken----- 1,438.40
- TOTAL CLAIM-----₱845,562.09"

14 June 1945: (j) Affidavit of Enrique Monserrat of Yellow Taxi Cab Company dated

✓ "(a) For every big cab of the MANILA YELLOW TAXI CAB CO., INC. commandeered, the U.S. Army will likewise pay a daily rental of ₱18.00 and for a small cab there will be paid a daily rental of ₱15.00, in both cases the U.S. Army will take care of the gasoline and lubricating oil necessary for their operation while this Company was under obligation to take care of the wages and salaries of the drivers:

RE: Yellow Taxi Cab Company File
MEMORANDUM TO CHIEF, RPRB

"(b) That in case any of the commandeered units from the MANILA YELLOW TAXI CAB CO., INC. could not be returned, under any circumstances, to the Company, the USAFFE will consider every unit unreturned as a total loss and a corresponding value shall be paid for each and every car concerned;"

(k). Affidavit of Vicente Marasigan, Assistant Manager and Treasurer of Yellow Taxi Cab Company, dated 14 June 1945:

"(b) For every big cab of the MANILA YELLOW TAXI CAB CO., INC. commandeered, the U.S. army will likewise pay a daily rental of P18.00 and for a small cab there will be paid a daily rental of P15.00, in both cases the U.S. army will take care of the gasoline and lubricating oil necessary for their operation while this Company was under obligation to take care of the wages and salaries of the drivers;"

(l). Letter of Max Blouse dated 3 May 1947:

"The motor vehicles belonging to the Manila Yellow Taxicab, Halili Transit, Angat Transportation, Pambusco, Mateo Transportation and Express Taxi were used mostly around Manila and in the district north of Manila. This district of Manila was under the charge of Mr. Lee Stevens of the Manila Electric Co. who was killed."

(m). Affidavit of G. M. Bridgeford dated 20 March 1945:

"Operations Section had, as far as I was aware, nothing to do with the terms on which vehicles were acquired. We merely received them and used them to fill instructions from Headquarters. Most of the private vehicles turned in were acquired prior to my working in Operations office and I do not know if any receipts were given. When the vehicles were turned over by the Military Police, the M.P. probably gave a rough receipt - we did not unless the owner accompanied the confiscated vehicle and asked for it. In the case of new vehicles the dealers submitted invoices, which were signed by our office after checking the delivery; in some cases, however, dealers may hold only the receipt of the Pool to which delivery was made - this would be so if they failed to present their invoices to Operations office."

(n). Affidavit of Major Marion L. Daman, O-40496, dated 28 July 1947:

"Our 3d echelon repair shop was one of only 2 of this kind on Bataan. We serviced all kinds of vehicles both military and civilian. Among them were buses from Luzon Transportation Company, Pampanga Bus Company, Laguna-Tayabas Bus Company, Batangas Transportation Company,

RE: Yellow Taxi Cab Company File
MEMORANDUM TO CHIEF, RPRB

Matias Fernando-Angat Transportation Company, Manila Railroad Company, and many others. We also serviced taxi-cabs from the Manila Yellow Taxi Cab Company and many other taxi-cab companies. Personally, I have no knowledge as to who signed for these vehicles, whether they were commandeered, or whether the owners volunteered their services to the government."

o. Statement of Major Ralph R. Derrick, undated:

"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."

* * *

"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 will 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 would be paid in the event it was not returned."

* * *

"Before I was commissioned and until about 27 December 1941, I found many civilian vehicles either abandoned on the road or vehicles which had been taken by both American and Filipino soldiers from civilian owners, and placed these vehicles in my pools and thereafter they were only utilized upon proper authority and order."

p. Affidavit of Jose B. Estrella, Traffic Manager of Pasay Transportation Company, dated 14 June 1945:

"That in the last conference held sometime in November 1941, we were informed that the compensation rate or rental for each truck per day was fixed at ₱42.00 by the Public Service Commission after a careful investigation made upon the request of the USAFFE authorities; that the carrier would provide each truck with spare tires and a driver and that the U.S. Army would supply oil, gasoline, and such spare parts when and if replacements were necessary; that after the necessity for the use of the units commandeered shall have been terminated, all the units commandeered will be returned to their

RE: Yellow Taxi Cab Company File
MEMORANDUM TO CHIEF, RFRB

respective companies; that in case any unit commandeered could not be returned, it would be considered a total loss and that the corresponding value will be paid to the company concerned; and that all other minor details of the agreement would be incorporated in a contract that was to be executed in a near future, which, however, was never put into execution."

g. Letter, Major Carlos J. Herrera, PA, dated 25 July 1947:

"However, vehicles for use of which arrangements had been made with the parent companies, like the Meralco, Manila Yellow Cab, Pasay Transportation, etc. were only given stickers and a record was kept at my office which operated all these transportation as a common motor pool. I know definitely that a great number of these busses and other transportation were brought to Bataan and were retained there due to the fact that there was not sufficient Army motor transportation to meet all requirements and whatever could have been spared could not get out of Bataan due to intensive enemy action. In many instances, the civilian drivers had to stay with their transportation up to the fall of Bataan and they were paid as civilian employees of the US Army."

h. 1st Indorsement, Lt Col Charles E. N. Howard, FA, dated 24 May 1947:

"From 25 November 1941 to 9 April 1942 I was in command of the 2d Battalion, 88th Field Artillery, Philippine Division (P.S.). During December 1941, this battalion received approximately fifty-two (52) civilian vehicles of all types, vintages and makes to augment organic transportation and carry ammunition. Civilian Filipino drivers were hired and drove these vehicles in the field. The drivers were paid to include 28 February 1942 and remained on duty with my unit until 9 April 1942."

"I do not recall who owned the vehicles we received. We received these vehicles from the S-4 and Motor Officer of the Provisional Field Artillery Brigade, Philippine Division, Philippine Scouts, as did all units of this Brigade. Because of passage of time, I do not remember the exact number of civilian vehicles received but there were approximately eight (8) taxis from Manila Yellow Taxicabs, about two (2) buses from Pampanga Bus Company, about seven (7) or eight (8) private passenger vehicles and remainder were trucks of various weights and descriptions. All vehicles came with civilian Filipino drivers."

"A complete inventory giving type, make, and number of vehicles with name of owner, was submitted to the Finance Officer, U. S. Army and Quartermaster Motor Transportation Officer, USAFFE, at least once a month."

RE: Yellow Taxi Cab Company File
MEMORANDUM TO CHIEF, RPRB

"All vehicles that were commandeered were receipted and reported to Headquarters, USAFFE. Some of these vehicles were destroyed in combat, others wrecked, a few turned in to Quartermaster Motor Pool #5 near Mariveles, and remainder partially destroyed on 9 April 1942.

"The incident referred to in paragraph 4, affidavit of Fernando Belgara is correct. The taxi belonging to the Manila Yellow Cab Company was burned beyond recovery. The driver was killed and one of the occupants died of wounds. The taxicab was being used as a message center vehicle for my Battalion. I do not recall the name of the driver."

(s) Certificate of Chester L. Johnson, Lt Col, FA, O-20681, dated 19 November 1946:

"(b) That in line with mobilization plans and in compliance with orders issued to me by my commanding officer, Colonel Louis R. Dougherty, FA, I was responsible for the requisitioning and commandeering of some 450 privately owned trucks and passenger vehicles for the use of the Provisional Field Artillery Brigade (PS) and its subordinate units."

* * *

✓ (g) That no payment of any kind was made by me or by my agents or to my knowledge by any other agent of the United States or to my knowledge by any other agent of the United States government to the owner of any vehicle surrendered to me for the government service. Further that no contractual arrangement was perfected or discussed by me or by my agents."

(t) 1st Indorsement from Major General A. M. Jones dated 17 April 1947:

3CG
IP L
NO HELP

"3. Mr. Max Blouse, 50 Buenos Aires, Santa Mesa, of the Laguna-Tayabas Bus Company and the Batangas Transportation Company, was the individual in charge of the commercial buses which served my command. It is suggested that he be consulted regarding the details. In my opinion he is thoroughly reliable. I would be glad to check his statements from a standpoint of general information."

(u) Statement of Harry H. Mittenenthal, Capt, Inf, AUS, O-890 039, dated 13 February 1947:

"That I did not commandeer any vehicle of the Manila Yellow Taxicab, but I do know that its manager, Mr. Monserrat, turned over to us shortly after war broke out more than 200 taxicabs consisting of Willys and Chevrolets; that it was Lieutenant Colonel Smith who took delivery of these cabs at Fort McKinley;"

* * *

RE: Yellow Taxi Cab Company File
MEMORANDUM TO CHIEF, RPRB

✓ "That in the morning of 31 December 1941, at around 4:00 o'clock, with a convoy of approximately 300 vehicles of different types (all commandeered) including "grava" trucks, taxicabs, "autocalesas", and passenger buses, we left Fort McKinley for Bataan, in compliance with orders from General Wainwright through Colonel A. Garfinkel, Commanding Officer of the Post Service Command, Fort McKinley;"

* * *

✓ ".....we left San Fernando, under black-out, reaching Limay, Bataan at 4:00 o'clock in the morning of the next day; that the vehicles were distributed to different areas - Motor Pool Nos. 1, 2, 3, and 4 - all under the control of Colonel Quinn; that thereafter these vehicles were assigned to different regiments of the USAFFE for use of the United States Army, Philippine Army, and Philippine Constabulary in transporting supplies, ration and troops;"

✓ (v.) Statement of M. Olson, assistant to Colonel Quinn, dated 17 June 1947:

"That at the outbreak of the war on 8 December 1941, I was the Manager of the Laguna-Tayabas Bus Company and was delegated by Colonel Michael A. Quinn, of the Philippine Motor Transport Depot, to assist him in securing motor vehicles and equipment for the use of the United States Army; that Colonel Quinn secured my services because of my experience in the transportation business;"

✓ (w.) Affidavit of Robert C. Peyer dated 6 December 1946:

"At the time of the outbreak of war, I was employed by Colonel Michael A. Quinn, commander of the Philippine Motor Transport Depot, for the purpose of organizing a statistical division. My duties, in the main, were as follows: To record and to check all bills presented in connection with the purchase and rental of cars and trucks by the United States Army."

* * *

"On 8 December 1941, the outbreak of war, most of the leading transportation companies delivered all their trucks and buses to the US Army Motor Pools, the rental for same had been agreed upon with Colonel Quinn."

* * *

✓ "When the various truck and automobile dealers presented their bills to our office, we know that in the case of new trucks and vehicles the Army would pay for the purchase of those new trucks and vehicles; and in the case of second-hand vehicles, they would receive only rental payment. This was an established policy in our office."

RE: Yellow Taxi Cab Company File
MEMORANDUM TO CHIEF, RPRB

* * *

"We mutually agreed that on the date when the US Army and Filipino forces retreated to Bataan which was 31 December 1941, that the Army should not pay for the rental of the trucks or busses subsequent to said date if the US Army agrees to pay for the loss of said property. We regard that this opinion should be established as a policy in the settlement of claims of this type."

x. Affidavit of Colonel M. A. Quinn, undated:

"We entered into contracts with various companies such as Batangas, Laguna, Tayabas and Pampanga Bus Companies, in fact with most of the transportation companies having offices in Manila. The contract were the same, and those with cargo transportation, I believe were uniform. The rental charge varied as to the size of the cargo truck. As I recall, some of the vehicles were contracted at a rental charge, I believe, from P25.00 to about P45.00 a day with the understanding that the drivers would receive P3.00 a day. The entire amount of money was to be paid to the contractors who in turn were to pay the drivers at P3.00 a day rate indicated.

"It is doubtful if the contracting companies received very much money on the rental basis from us due to the rapid change in the tactical situation in and around Manila.

"The vehicles and drivers evacuated troops to Bataan and there was no possibility of them getting out from Bataan back to their homes. So in a way, I presume, they were picked up as civilian employees of the U. S. Army or the Philippine Army, whatever unit they happen to be attached to at the time.

"It must be remembered that my office did not contemplate, when we hired these vehicles, that they would become tactical equipment of the U. S. and Philippine Armies, but the progress of the war took that decision out of our hands. The vehicles and drivers were in Bataan and the vehicles were absorbed into Motor Pools which were established in the Peninsula. I believed six Motor Pools were entirely of civilian vehicles.

"I cannot recall whether the agreement under which these vehicles were taken was reduced to writing or not.

"Captain Ray Derrick was the Manager of the Rural Transit Company at the outbreak of the war and about 28 December 1941 was commissioned Captain, QM Corps, U.S.A. Prior to the evacuation in Bataan he acted as a Motor Transport Officer with Northern Luzon forces which later became the First Corps under the command of General Wainwright. Some-time after the occupation of the Bataan Peninsula by the USAFFE he returned to duty with my depot.

RE: Yellow Taxi Cab Company File
MEMORANDUM TO CHIEF, RPRB

✓ "He did not have first-hand knowledge, as far as I know, as to whether these drivers were taken over as employees of the U. S. Army but he stated to me that he had records in Bataan which he can dig up and will submit them to me as soon as possible. He expects to go to Bataan tomorrow."

SEE
SUB
PAR
0

* * *

✓ "As to pay, I recall an order was issued by the USAFFE that employees of the transportation companies who could not be paid by their companies could sign a certificate stating that they have not been paid and on that basis were authorized to put them on the payroll. This was done and the payrolls submitted to the Finance Officer in Corregidor. They were paid on these payrolls."

* * *

"These employees were being fed by the Army while they were attached to the various units."

1945: (1.) Affidavit of Colonel Quinn, OIC, HMTD, dated 24 September

"During the same period I requested various of the larger motor companies in the vicinity to furnish trucks and vehicles as were needed by the Army on a rental basis, on a per diem price which varied according to the type of vehicle furnished and a number of such owners were so paid.

"In these instances titles to the vehicles were not intended to be acquired either by sale or requisition or commandeering but were on a hiring basis and no agreements under my sanction were made to pay a stipulated price or a computed value for the truck or vehicle involved in the event they were not returned to the owners."

24 August 1946: (2.) Letter of Benj. F. Stakes, Major, Infantry, AUS dated

✓ "There was an individual Filipino driver assigned to Motor Pool No. 3 under my supervision, by the name of Santiago Gacos. This individual was a man of middle age or a little older. When he came with the Motor Transport Service, he was a member of a group of drivers employed by the Yello Cab Company, of Manila, P.I., who had driven their cabs to Bataan on orders of some component of the Motor Transport Service."

* * *

RE: Yellow Taxi Cab Company File
MEMORANDUM TO CHIEF, RPRB

"On April 8, 1942, I paid a group of Filipino drivers on a supplementary payroll for their services from December 10, 1941 to February 1, 1942; however, there were approximately twenty drivers who were not paid because they were out of the Motor Pool No. 3 on assignments. The payroll and unpaid cash, about P976.00, was returned to headquarters, Motor Transport Service, Km 167, where I understand it was lost during the Japanese invasion."

* * *

"Inasmuch as all original payrolls and rosters of the various Motor Transport Service units were lost in Bataan, any information that I furnish must be drawn from memory."

(a). Letter, Major Stakes, dated 22 May 1947:

"There were in Motor Pool No. 3, Bataan approximately:
5-Chevrolet Yellow Taxis models from 1935-1938 fair condition.
22-Willys Yellow Taxi Juniors models from about 1936-1940 fair condition.

This group of taxis was one of the largest groups taken over by the Phil. Dept. Motor Transport Service. I do not know how many units were taken over by the Philippine Army or Constabulary as we did not have any control over them."

(bb). Report of Claims Officer, Claims Service, dated 16 July 1947:

"Colonel Quinn, in his affidavit sworn on 24 Sept. 1945, declared that he 'requested various of the larger motor companies in the vicinity to furnish trucks and vehicles as well needed by the Army on a rental basis' (Item 84, Exb. V-3). Colonel Quinn also claim that contracts had been entered into with most of the transportation companies having offices in Manila, and that these contracts called for acquisition of vehicles on rental basis (Items 386, Exb. W-3).

"Mr. Robert C. Peyer corroborates in the statement of Colonel Quinn that vehicles were acquired from different transportation companies on rental basis (Item 101, Exb. X-3)."

* * *

"Further evidences tend to elaborate only on the fact that the U. S. Army had taken hundreds of vehicles for its use and which vehicles were ultimately taken to Bataan."

* * *

RE: Yellow Taxi Cab Company File
MEMORANDUM TO CHIEF, RPRB

"It is the opinion that rental for 242 taxicabs, 3 freight trucks and 1 garage car from 1 Jan. 1942 to 8 April 1942 (Item 68 & 69, Exbs. R-2 & S-2) should be disallowed inasmuch as claimant desires to collect the money value of these units and which rental if allowed would be contrary to the policy agreed upon between Mr. Robert C. Peyer and Colonel Michael A. Quinn (Item 101, Ex. X-3)."

7. The following appears to be evident from the foregoing:

a. Col. Quinn is not sure of status of Drivers subsequent to 31 December 1941 (par. 4, sub par. 6, x and y).

b. Drivers should have been paid by Yellow Taxi Cab Company through 31 December 1941 since \$3.00 per day was allocated from rental for this purpose (sub par. 6, i, x).

c. Subsequent to 31 December 1941 drivers were absorbed as follows:

- (1) Inducted in USAFFE (sub par. 6, u, x)
- (2) Inducted in Philippine Army (sub par. 6, u, x, aa)
- (3) Inducted in Philippine Scouts (sub par. 6, u, x, aa)
- (4) Employed by USAFFE (sub par. 6, u, x)
- (5) Employed by Philippine Army (sub par. 6, u, x)
- (6) Employed by Philippine Scouts (sub par. 6, u, x)
- (7) Employed by GMC, RMTD Motor Pools (sub par. 6, u, x, aa)
- (8) Service in Philippine Constabulary (sub par. 6, u, aa)

d. Yellow Taxi Cab Company paid rental for period 8-31 December 1941 in October 1947 (Par. 3, 5)

e. ~~Records indicate Yellow Taxi Cab Co. paid share of rental for period 8-31 December 1941.~~
RECORDS INDICATE Yellow Taxi Cab Co. paid share of rental for period 8-31 December 1941.

f. Order issued by USAFFE to effect if drivers not paid by companies, they were to sign a certificate to this effect and then authorized for placement on payroll (sub par. 6 x).

g. On the rental basis it was clear the companies were to pay the drivers (Par. 3, 6, a, f, i, j, k, o, p, x).

RE: Yellow Taxi Cab Company File
MEMORANDUM TO CHIEF, RPRB

h. References to payments or non-payment of some drivers by the U. S. Army (sub par. 6, a, q, r, s, z).

i. Policy regarding rental through 31 December 1941 only (sub par. 6, b, u, w, bb).

j. Policy regarding purchase of new autos and rental of used autos (sub par. 6, w).

8. In view of the foregoing, it is evident that many drivers should have been paid by the Yellow Taxi Cab Company through 31 December 1941; ~~however~~, ~~no~~ record is available of such payment having been paid to these drivers by the Yellow Taxi Cab Company. While there is a moral obligation to USAFFE, PA, and Philippine Constabulary, there is ~~now~~ no financial provision for consideration of their claims at this time. As regards individuals who may have been inducted into the Philippine Scouts, it is required that proof of such enlistment be furnished. The policy regarding civilian employment by U. S. Army requires that pay vouchers be of record showing employment of subject individual by the U. S. Army on Bataan after 1 January 1942 and paid at least through 28 February 1942 if he was not taken as a POW. In most instances where drivers have been given a negative determination, it was based on insufficient records to identify subject individual as a civilian employee of the Department of the Army. This policy is based on the assumption that all drivers were paid but it is well known in several instances (sub par. 6, z) no payment was ever received from date driver entered on duty with the Department of the Army. No procedure has been devised for this type of situation other than to declare them not entitled to benefits under Act because no record has been found to show they were civilian employees of the Department of the Army during the period involved. It is believed that with necessary safeguards such as statements in original affidavit and affidavits from officer in charge, capataz, or dispatchers, such individuals should be considered for status under provisions of the Missing Persons Act. Here, as in the case of military personnel, each case must be considered individually based on its particular merits.

- P
o
I do
not
agree
that
this
policy

Leo A. Williams

ad.

DECLASSIFIED

Authority NND 883678

DECLASSIFIED
Authority AND 863078

DEPARTMENT OF THE ARMY

THE ADJUTANT GENERAL'S OFFICE



ANY PAPER CONTAINED HEREIN BEARING
A CLASSIFICATION IS HEREBY REGRADED
UNCLASSIFIED

TAG 201 FILE

DECLASSIFIED
Authority EOD 88362F