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Authority 88 3078

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Vehicles

Series 4

GENERAL HEADQUARTERS

UNITED STATES ARMY FORCES, PACIFIC

C H E C K    S H E E T

(Do not remove from attached sheets)

File No:

Subject: MANILA YELLOW TAXICAB CO.

From: Liaison Section

To: Civilian Personnel Section

Date: 7 July 1945

1. On 6 July 1945 interviewed Mr. Eugene Monserrat, President of the Manila Yellow Taxicab Co., at this place of business, Arlegue, Quiapo. The purpose of this interview was to determine the substance of the agreement made between Lt. Col. M. A. Quinn, QMC, Department Motor Transport Depot, U. S. Army, and Mr. Monserrat in his capacity as president of the taxicab company.

2. Mr. Monserrat stated that on 8 Dec 1941 he had agreed to furnish the U. S. Army QMC with taxis and drivers for army use during the emergency that had been created by the Japanese attack on the Philippines. He said that the taxis and the drivers were to be taken over by the Army and that the vehicles were to be serviced and maintained by the QMC and upon the conclusion of the Army's need for them that they were to be returned to the Manila Yellow Taxicab Co. He further stated that no rate of compensation had been arrived at by Mr. Monserrat and Lt. Col. Quinn.

3. When questioned concerning the letters his company has been sending to Recovered Personnel Branch stating that his drivers' rate of pay was P9.00 per day Mr. Monserrat stated that this figure represented the average daily earnings of the drivers employed by his concern and although no pay scale for the drivers had been made by Mr. Monserrat and the Army authorities, Mr. Monserrat felt that this figure would be satisfactory to both parties.

E.G.W.  
10.2.45

DS

Statement  
of  
Colonel Michael A. Quinn, QMC, Morning of September 23,  
1945, Regarding the Case of Auto-Trucking Co.-B. J. Epes.

Reference to the affidavit of Mr. B. J. Epes, it was not the policy of my office to rent vehicle on a time-per-day basis but the vehicles were rented on a flat per-diem basis, varying on the size of the machines. It may therefore be possible that Mr. Epes had converted the tonnage factor on the basis of ₱10.00 per diem per day.

Reference paragraph 5. The word "requisitioning" used in this paragraph is, in my opinion, erroneously used. The vehicles were contracted on a rental basis but not requisitioned as far as I can remember.

Mr. Luna, Chief Clerk of Philippine Motor Transport Depot, was left in charge of the office to close up the odds and ends, including the pay of civilian employees, drivers, etc. and it may be possible that the bill was submitted to him of which I have no direct knowledge.

Reference to the ₱462.00, I cannot recall this particular item but I do not believe that it is a claim against the United States Government because ordinarily we do not contract the services of the chauffeurs in addition to the rental of motor vehicles. When a vehicle is hired, it is understood that the cost of hiring includes the salary of the drivers.

/s/t/ MICHAEL A. QUINN,  
Colonel, Q.M.C.

A true copy.

Statement  
of  
Colonel Michael A. Quinn, QMC, Morning of September 23, 1945  
Regarding the Case of Pablo Quien

Reference paragraph 2. The date "7 December 1941", appearing on line 7 of this paragraph, is undoubtedly incorrect; it should be "8 December 1941". The statement "Lt. Colonel M. Quinn, Quartermaster, Philippine Department, and T.O. Myers of the Luzon Brokerage Co. came to the offices of Bartolome Transportation Co. at 33 Plaza Dila and made arrangements with the aforesaid Santiago Bartolome that the United States forces would take over the trucks of the Bartolome Transportation Co. as the need for them arose" is not understood. As far as I know I have never heard of Bartolome Transportation Co. until today and I am certain that I did not go with Mr. Myers to any place for the purpose of augmenting Mr. Myers' transportation.

Relative to Mr. William Zeitlin. If he commandeered any motor vehicle, I have no knowledge of it and he did not have any authority to do so, as far as I recall.

/s/t/ MICHAEL A. QUINN,  
Colonel, Q.M.C.

Copy:

(Statement made by Colonel Michael A. Quinn, QMC, on the afternoon of 21 September 1945, in the Office of the Chief of Claims, 5th Floor Ayala Building, Manila)

I am giving this from memory after three and a half years, and I am certain that I can remember the high points of the transaction that came to the Department Motor Transportation Office in December 1941; the details have slipped my memory.

Col. Schmidt: What is your name please, Colonel.

MICHAEL A. QUINN, Colonel, Quartermaster Corps, Department Motor Transportation Officer from May 20, 1940 to about March 20, 1942, thereafter until the surrender of Bataan on April 9, 1942. I was Chief of the Motor Transport Service of Luzon Force. Lieutenant Colonel up to March 30, 1942; Colonel as of March 31, 1942.

Col. Schmidt: What authority was given to you prior to December 7, 1941 to procure equipment and supplies for the Army?

Col. Quinn: That was covered in WFO 3, however, WFO 3 as far as I can remember was inoperative after the organization of USAFFE.

Col. Schmidt: And when was that?

Col. Quinn: About August 1941. I think on December 23, 1941, it was announced that WFO 3 was in operation.

On the morning of December 8, 1941, I contacted all the automobile and motor parts dealers in Manila and asked them to freeze all motor vehicles, motor vehicles parts and accessories and not to sell or issue them without my orders. I also told them that I would like to meet them at my quarters, 1144 Gral. Luna, about noon or 1:00 p.m. that date. The dealers responded to my request and in the conference they promised to cooperate with me 100%. In order to carry out this part of the bargain, I had placed in all automobile establishments,

motor repair shops, stores of automotive parts, soldiers and civilian employees of the Philippine Motor Transport Depot and it was therefore impossible for any private individual to buy a single automobile, spare part or accessory, without the specific approval of the Office of the Department Motor Transportation Officer. However, the Navy, Marine Corps, Red Cross, Y.M.C.A. and other semi-government entities such as the Metropolitan Water District and Public Utility Companies were given high priority and members of the medical profession were given next priority.

Col. Schmidt: Who authorized you to do that?

Col. Quin: Nobody.

In order to prevent promiscuous misuse to motor vehicles and fuel, we issued placards to be stuck on the windshields of automobiles authorizing possessors to procure gasoline and other necessary supplies and also gave these vehicles authority to go across Military Police lines and other military establishments. We did not commandeer, under my orders, any vehicle that I can remember. We bought every new vehicle in Manila and issued purchase orders to cover. In the case of United Motors, Mr. Schwartz personally told me he got his money to the United States and Mr. Thompson of the Manila Trading & Supply Co. got all the money for his vehicles and I paid for the spare parts that we had procured at that time. I believe I remember that Mr. Thompson transferred all funds of the company to the United States by cable, and if the records of the cable office are still intact, I suggest that a check of this transaction be made.

Col. Schmidt: Were all these cars taken to Batuan or some other parts of Luzon?

Col. Quin: Their use was turned over to USAFIS G-4 or the Department Quartermaster.

Col. Schmidt: How many vehicles would you estimate were taken?

Col. Quinn: About 2,500 to 3,000.

Col. Schmidt: Were your activities confined to motor vehicles entirely?

Col. Quinn: Yes.

When I went to Bataan on December 24, Lt. Col. John B. Brettell, QM, my executive officer, then Major, was left in Manila. Col. Frank Brezina, Department Quartermaster, now dead, issued instructions to Col. Brettell to commandeer certain types of vehicles, that is, rather heavy duty types. How many were commandeered, I do not know. My recollection is about fifty. This authority was granted on December 24 and ran thru December 30, 1941, when I returned to Bataan with Col. Brettell leaving the office in charge of my Chief Clerk, Mr. Lams.

I also remember that about December 20, there were two ships outside the harbor and they happened to be loaded with motor vehicles intended for the British Army in Singapore or India, and USAFFE headquarters made arrangements to take those vehicles and use them for their service. These were principally Canadian <sup>made</sup> Chevrolats. Receipts were given to the English representative. There were some spare parts and about 30 Bren Gun Carriers.

Col. Schmidt: Out in the provinces sometimes vehicles were taken without issuing any receipt.

Col. Quinn: I do not know if receipts were ever issued or not but I personally could not swear to it. Now I will tell you an instance.

I was ordered to send out a convoy of 83 vehicles loaded with medical supplies, and I was given one corporal to go with the convoy. The convoy, intact, was taken by some officers and as far as I know I never heard of it. Unfortunately the Corporal is now dead.

I think I bought two cars, they were used cars, but I gave receipts. Some cars I bought that were used were autocycles.

Q. What did you intend to do with the stock in the various repair shops ?

Col. Quinn: We intended to move them to Bataan.

Lt. Powell: The Luzon Brokerage claimed that the Army started leasing some 100 trucks about December 1st, 1941, and that later on when the war broke out their garage was made an Army motor pool.

Col. Quinn: As far as I can remember it is very likely true that we have taken these trucks including their drivers and used them for transporting supplies to Bataan; I would roughly estimate between 190 to 150 trucks.

Lt. Clyde: Was the Luzon Brokerage authorized by you to commandeer vehicles . There are instances where they have issued receipts for vehicles taken from private individuals purportedly under your authority.

Col. Quinn: The Luzon Brokerage was not authorized to commandeer vehicles but it is very likely that due to continuous operation of their vehicles some of them may have gone to the dead line for repairs and it is possible that they had solicited other trucking companies and hired their vehicles to augment their depleted fleet in order to carry out the mission for which their pool has been established. The only ~~time~~ <sup>me</sup> ~~authorized~~ ~~any~~ commandeering was thru Col. Brettell between December 24th and 30th, 1941, limited to certain heavy duty type vehicles.

Lt. Clyde: The Manila Yellow Taxicab Co. and the Easy Bus Transportation Co. have made specific reference to a meeting called by you several days or several weeks before Pearl Harbor with respect to a uniform plan for the hiring of trucks from various taxi and bus companies, in the event war broke out.

Col. Quinn: Three meetings were called between January after the 1941 maneuver and the 15th of November due to the fact that we were very low on priority. I tried to organize the civilian motor transportation pool for passenger and cargo for use by the military service. The civilian concerns responded and after the plan had been worked out and submitted to higher authorities, it was not approved.



BATAANGS TRANSPORTATION CO.

Col. Quinn: I had hoped that Max Blouse, the President of the company, would come to duty with me as a Lt. Col. and take charge of all transportation south of Manila. He came to Bataan and worked for me for a dollar a year. My force consisted of about 3,000 Filipino civilians. Blouse put into operation the plan we had discussed with the Department Quartermaster. If not for his cooperation and untiring efforts the Southern Forces would not have been able to reach Bataan. Furthermore he blew up all his installations in Batangas and San Pablo as the Japanese were approaching the two places.

SILANG TRAFFIC

Capt. Yost: Regarding Silang Traffic (16 buses) what do you think of it Colonel.

Col. Quinn: I have no idea.

My idea was that if we have to evacuate we would destroy everything to avoid them from falling into enemy's control. However, when we evacuated Bataan, General <sup>Kingma</sup> ~~Quinn~~ ordered me not to destroy any vehicle as it was his belief that they would be used in transporting prisoners to the concentration camp. Military types of vehicles were destroyed but the civilian busses numbering about 1,500 were left intact and to my knowledge the Japanese used them later.

PAMPANGA BUS TRANSPORTATION CO.

Mr. Cottrell had the same job in our set up for the Northern Forces as Mr. Blouse had in the south. When the war broke out, Mr. Cottrell immediately stopped the operation of his busses for civilian use and on his initiative his entire set up was placed at the disposal of the military authorities and this included fuel, repair shops, busses, trucks and supplies.

GOLDEN TAXICAB

Lt. FITZGERALD: Colonel, how about the Golden Taxicab Company.

Col. Quinn: The Golden Taxicabs were hired for operation in and around Manila only.

BATAAS PRIVATE CARS

At the outbreak of war the following officers were connected with the Philippine Motor Transport Depot:

Department Transportation Officer - Col. Quinn.

Executive Officer - Lt. Col. Brettell

Officer in charge of Motor Maintenance - Lt. Col. Schanks

34th Light Maintenance Company - Capt. Robinson

Companies "A" and "B" - Lt. Col. Montgomery and Maj. Trippe

Warehousing Officer - Capt. Adams.

Depot Adjutant - Capt. Robins

X            X            X            X            X            X

In Bataan, I was ordered to take up all privately owned motor vehicles in possession of USAFFE officers and enlisted men. The vehicles were then turned over to the 9 Motor Pools which were in operation at the time. Receipts having been given to the individual owners and all papers pertaining to the transaction were turned over to the USAFFE Headquarters thru the Department Quartermaster, H. F. D.

Certified as correct:

*M. A. Quinn*  
Michael A. Quinn  
Colonel, QMC

HEADQUARTERS  
UNITED STATES ARMY FORCES IN THE FAR EAST  
OFFICE OF THE COMMANDING GENERAL,  
MANILA, P.I.

In Reply  
Refer To:  
451  
Misc-AG-J

December 18, 1941

Subject: Report on Motor Vehicles.

To : Commanding General, North Luzon Force,  
Commanding General, South Luzon Force,  
Commanding General, Philippine Division.

1. This Headquarters is in receipt of information which indicates that force and division commanders have procured large numbers of busses, trucks, and privately owned vehicles which are now being held under control of your units.

2. These vehicles must be accounted for, their possession in the hands of the army must be placed on a legal basis, and the owners thereof must be reimbursed for the service rendered the United States Army. Furthermore, it is necessary that this Headquarters have a record of vehicles in order that plans may be made for distribution of Class III Supplies.

3. It is therefore desired that all force and division commanders render a report with the least practicable delay covering all privately owned commercial transportation in their possession. A form for rendition of report is attached herewith. Care will be exercised to insure that every privately owned vehicle under control of reporting officers is accounted for. A separate report is desired for each division and for Force Headquarters.

By command of Lieutenant General MacARTHUR:

CARL H. SEALS,  
Colonel, A.C.D.,  
Adjutant General.

1 Incl:  
Model form for Commercial  
Motor Transportation Report.

Copy for G-4

Certified true copy:

*Robert G. Phelps*  
ROBERT G. PHELPS,  
Captain, JAGD,  
Investigating Officer.

NOT TO BE REMOVED FROM THIS PAPER.  
PHILIPPINE QUARTERMASTER DEPOT  
OFFICE OF THE COMMANDING OFFICER  
PORT AREA, MANILA, P.I.

File No. 451

Use this slip for all notes in connection with this paper. All notes will be NUMBERED CONSECUTIVELY at the left-hand side of the slip, dated, and initialed. Papers transmitted should have attached all records necessary for intelligent action. A line will be drawn the full width of the slip below each note.

PMTD December 18, 1941.

(1) To CG, USAFFE, Manila (Thru Dept. CM),

1. In spite of repeated requests to have something done regarding the wholesale and unauthorized commandeering of automobiles, the practice is growing, or at least is continuing. Enclosed herewith are letters from Luzon Brokerage Co., Kuenzle & Streiff, Inc., a report from Corporal Melvin Caldwell, a bill from the Malate Taxicab & Garage Co. for P325.69, and a letter from General Lim signed by Captain Montemayor, Adjutant, directing the commandeering of vehicles in the district of the 41st Division. These are only a few of similar complaints that have come to the attention of this office. Most complaints have been verbal or by telephone.

2. In addition to the above, it is reported that vehicles and merchandise belonging to alien enemies at Balintawak Brewery and O'Raeca Candy Co., also the Red Star Stores and the Mori Bicycle Co., which were to have been taken over in compliance with the Rules of Land Warfare, had already been raided by other activities of the U. S. Army, Philippine Army or by unauthorized persons when we went to acquire the various properties.

3. Aside from the morality involved, the demoralizing effect upon civilians to be robbed of their cars and personal rights is too great to need any stressing. Indiscriminate commandeering of motor cars must necessarily lead to indiscriminate misuse of property. Therefore some steps must be taken, and immediately, to bring all motor vehicles under some central control.

4. This office has acquired trucks but has always given a receipt for commandeered vehicles which has been satisfactory to the respective owners. No private passenger cars have been commandeered. As a matter of fact, we have refused to purchase cars from individuals because the necessity had not yet arisen where we will need to take used cars.

M A C  
CO.

Incls. 4 Letters & 1 Statement.

*Robert A. Phelps*  
ROBERT A. PHELPS,  
Captain, JAGC,  
Investigating Officer.

..filed true copy:

ABLE ADDRESS: KUENZLE  
 BENTLEY'S  
 WESTERN UNION  
 UNIVERSAL EDITION  
 AND  
 FIVE LETTER CODE

MANILA  
 CEBU-ILOILO-ZAMBOANGA

REPRESENTED BY:  
 KUENZLE & STREIFF, A.  
 ZURICH  
 KUENZLE & STREIFF  
 OF NEW YORK INC.  
 NEW YORK

MANILA, DECEMBER 17th, 1941.  
 P. O. BOX 301

Col. M. A. Quinn,  
 Officer in Charge  
 Philippine Department  
 Motor Transport Dept  
 U. S. Army  
 Manila.

Dear Sir,

On Thursday the 11th inst. upon request of  
 the Civilian Emergency Administration we sent the  
 following car to their quarters at 10:00 A.M.:-

License No.	S - 710
Make:	Ford
Model	1939
Capacity	3/4 tons
Body	Closed Delivery Van

While the car was parked in front of the City Hall  
 waiting for assignment to the Red Cross, it was com-  
 manded by soldiers of the USAFFE.

We are, of course, quite willing to let the  
 Army use the car during the emergency, but we would  
 appreciate a confirmation from you so that we can  
 inform the C. E. A. accordingly.

Respectfully,

KUENZLE & STREIFF, INC.

By G. BOGSHARD  
 Liquor-Department

Certified true copy of Photostat:

/s/t/ ROBERT G. PHELPS,  
 Captain, JAGD,  
 Investigating Officer.

BAW/tsc

STATEMENT OF COLONEL BONHAM

Colonel Bonham telephoned the Supply Division, General Engineer District, Captain Harris, Chief, telephone, GENED - 47, who advised that the following regulations were issued by War Department, OCE, called "Orders and Regulations, Corps of Engineers, (current):

Par. 713.38:

Art. 8, "Recapture" rental agreement on equipment.  
(Also see M.P.R. 136 - relates to maximum sales price of construction equipment).

"When and if the total rental paid and/or accrued to the lessor for any price of equipment shall equal the value thereof, plus 1 percent of the approved value per month for each month or fraction thereof such piece of equipment shall have been in use, no further earnings shall accrue under the agreement and title to the equipment shall vest in the government.

"At any time during the period covered by the agreement up to and including the completion of the work performed by the lessee under his principal contract and the completion of any work performed by any holder of a government contract designated by the government, the government may at its option purchase any piece of equipment by giving the lessee written notice of its intention to pay the difference between the valuation of such piece of equipment plus 1 percent of the approved value per month for each contract month or part thereof such piece of equipment shall have been in use, and the total rental theretofore paid and/or accrued for such piece of equipment, and upon such notice being given, titles for such equipment shall vest in the government.

"In case of recapture by the government, at whatever interval, the lessor shall remove without cost to the government any and all liens and encumbrances upon the title to any piece of equipment."

The above was received over the telephone this date, from a clerk in the Purchase and Contract Section, GENED (Aduana St.) APWESPAC, and may contain errors in punctuations or even words - certified extract should be obtained if desired.

Manila, Philippines, 26 October 1945.

ROSCOE BONHAM  
Colonel, - CE

Sealing Dept Supply Div  
 Bened - 47

Capt Harris 10/26/45

Regulations governing maximum rental  
 which may be paid to a lessor for hire  
 of a piece of "construction" equipment.  
 (tractors, bulldozers, dumptrucks, etc)

Quotation for from  
 Orders and Regulations, Corps of Engineers,  
 (current)

Par 713.38

Art. 7, "Recapture" rental agreement  
 on equipment

(also see M. P. R. 136 - relates to maximum  
 sales price of construction equipment)

" When and if the total rental paid  
 and/or accrued to the lessor for any piece  
 of equipment shall equal the value  
 thereof, plus 1% of the approved value  
 per month for each month or fraction  
 thereof such piece of equipment shall  
 have been in use, no further earnings  
 shall accrue & under the agreement end

title to the equipment shall vest in the Government.

" At any time during the period covered by the agreement up to and including the completion of the work performed by the lessee under his principal contract and the completion of any work performed by any holder of a government contract designated by the government, the government may at its option purchase any piece of equipment by giving notice to the lessee written notice of its intention to pay the difference between the valuation of such piece of equipment plus 1% of the approved value per month for each contract month or part thereof such piece of equipment shall have been in use, and the total rental therefor paid and/or accrued for such piece of equipment, and upon such notice being given, title for such equipment shall vest in the government.

" In case of receipt by the government,



at whatever interval, the lessor shall remove without cost to the government any and all liens and encumbrances upon the title to any piece of equipment.  
 end.

The above received over the telephone this date, from a clerk in the Purchase and Contract Section, Gened (Alameda St) and may contain errors in punctuation or even words. Certified extract should be obtainable if desired.

Rascoe S. B. Ham  
 Col. C. E.

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

prior to the outbreak of the war I was Manager of the Rural Transit Company owned and operated by Bachrach Motor Company. This company operated motor transportation passenger service from Manila north as far as Tuguegarao. Approximately in February of 1941 I was called on the telephone by Colonel Michael A. Quinn, and was requested to come to Manila for a meeting with Army officials relative to the transportation facilities of the Philippine Islands. This meeting was attended by myself as well as many subsequent meetings in which were present other managers and owners of transportation companies operating in the Philippines. In these meetings there were present many officers who I have now forgotten as to name but at this time Colonel Rogers was the Officer in charge and acted as chairman of the meeting. Colonel Rogers at that time was executive officer of the Motor Transport Division, USAFFE. Other officers present that I remember were Major John B. Brettell, Captain Ad. Montgomery, and Major Edmond Starkey. Colonel Quinn was present at all meetings. During these meetings it was discussed and it was finally and clearly mapped out to all of us operators exactly what territory was to be serviced by individual company in case of emergency. It was, further, not only understood but was agreed that the United States Army in case of emergency was and would immediately take over each and every civilian company represented both as to rolling equipment, shops and motor parts and that these companies would be compensated by the United States Army either on a basis equal to that set by the Public Service Commission or the PSC and under this

ment the operators will furnish drivers, gasoline, and any other operating expenses or the Army will take all expenses and pay the companies for the use of their equipment on a rate basis of \$42.00 per day as long as the equipment was used by the Army and a reasonable value for the equipment was paid in the event it was not returned. All of the meetings were held in the Quartermaster Depot, Port Area, Manila. It was finally developed at this meeting what particular area would be covered by the civilian motor transportation company. Wall maps were prepared and colored in different colors and exhibited at these meetings showing different areas so that each company owner would definitely know what particular area its busses called upon to transport Army troops, equipment and supplies. All of the vehicles involved were passenger busses. The main companies that were represented at these meetings and the owners thereof were as follows: Rural Transit Company - Vice Manager R. R. Derrick; Pampanga Bus Company - by its Manager Floyd Cottrel; Pangasinan Transportation Company - by its Manager Joseph Klar; Batangas Transportation Company and Batangas-Tayabas Transportation Company - by its Manager Mr. Max Blouse; Northern Luzon Transportation Company operated by the Land Development Company under the direction of Mr. Sinclair by Mr. Minnick.

At about 7:30 on the morning of December 8, 1941, I was called on the telephone by Colonel Quinn's assistant, Captain Montgomery, notifying me that war had been declared and that all of our equipment, meaning passenger busses, were to be frozen for the use of the United States Army. I requested that this telephone message be verified by wire and asked if we were to act as we had been instructed in previous meetings with Army officials. He stated that the emergency

had been declared, that all properties of the civilian motor transport companies would be utilized by the United States Army exactly as had been planned, and that I was to act accordingly. Within thirty minutes I received the wire verifying this conversation. Immediately I made telephone calls to our lines in the north to freeze all equipment for public use, notifying each shop superintendent or managers of my company of the situation and that no civilian work be held in our shops or the carrying of passengers, and that all equipment would be brought to two points, one at Cabanatuan, the other, Balyombong, Nueva Viscaya, to await further orders. Within half an hour after I received my first call from the Army I received my second call from Major Howar Cavender, an assistant to Colonel Quinn. He ordered that 90-passenger busses be sent immediately to Camp O'Donnell, to evacuate Philippine Army troops to different areas. At 10:00 o'clock that same morning I had the convoy of 90 busses moving out of Cabanatuan to Camp O'Donnell. All busses were being driven by the regular drivers employed by the Rural Transit Company. This convoy was accompanied by my Assistant Manager Mr. B. C. Jacks. Also two service units and two gasoline lorries carrying an emergency supply of gasoline totalling 7300 gallons. Upon arriving at Camp O'Donnell, according to Mr. Jacks' statement, he was ordered by Army personnel to carry troops with their equipment to different stations. Some were taken to Lingayen Bay, some to Iba and to different points throughout northern Luzon. This particular job lasted about twenty-four hours in which the trucks were used continuously. The drivers were not allowed or able to be relieved, and I might note here that since employees during this period of time and it was necessary for

me to buy food from my private company's fund and send it to their different locations. Upon the completion of moving these troops, it was my orders from the Army that all trucks would be returned to Cabanatuan and there await further orders. Trucks would return at our shops and then would be redispached on Army orders to places designated by the Army.

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

WU. S. Army Motor Transport Deptt

By order of Lt. Col. M. A. Quinn."

On or about the 15th of December 1941, Brigadier General Stevens, Commanding General of the 11th Division, Philippine Army, then stationed approximately 8 kilometers east of Cabanatuan at Camp Pangatian, telephoned me and ordered that all available transportation at my disposal be sent to him immediately setting forth that he had been ordered to complete movement of troops to the north to establish an advance in northern Luzon against the Japanese who were then threatening debarkation at Lingayen and Aparri. At this time General Stevens had approximately seven thousand Filipino Troops at this point. I sent to General Stevens on this order approximately 150 units, over a two-day period which not only included vehicles of my company. About seventy-five of these were originally from my motor pool and the remaining group were those located from other places. These vehicles were used by General Stevens only in carrying his immediate supplies

from Cabanatuan Railroad station to his camp and transferring some of his ammunition from camp to camp.

On or about the 17th of December 1941, General Stevens was ordered to the front and a convoy was immediately made up under his direction and the direction of his motor transport officer together with my assistant Mr. Jacks and myself, and within forty-five minutes after the order was received a convoy of 140 vehicles loaded with troops and supplies was moving north. These vehicles carried troops to the Japanese lines where they were unloaded. Many of these vehicles I believe were destroyed from what I have heard, although the largest percentage of them returned to Cabanatuan and were dispatched on other missions.

During this entire time from the beginning of the emergency on December 8 all the shops of my company was engaged and operated on twenty-four hours a day servicing and repairing motor vehicles belonging to or in use of the United States Army. My company furnished all parts, labor and other supplies necessary. Also all vehicles in this territory were gassed and oiled from these depots. We also operated from the Cabanatuan depot two gasoline lorries, which my company owned, to different units at the front. Following a conference I had with Colonel Quinn on or about 16 December 1941, I was ordered by Colonel Quinn to contact Colonel Balsam of General Wainwright's staff, which I did the following day and upon Colonel Balsam's request I sent an attache to his motor transport unit a service car and six good mechanics. My orders to these men were to keep all staff and other equipment of General Wainwright's command in repair and to obtain all necessary parts and supplies from the Cabanatuan depot. This unit continued with General Wainwright until the capitulation of Bataan. Although it had been generally understood for several months that all

managers of transportation companies would be commissioned in the Army for the purpose of operating more efficiently, I was not commissioned until the 21st of December 1941 at which time I received the commission as Captain, Quartermaster Corps, Motor Transport Division, Army of the United States. Prior to this time I had been serving as outlined above without taking the time off to go down and take the commission. 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. I never learned who the owners of these vehicles were. These vehicles had been taken, without authority, by individual soldiers of the Philippine and American Army from civilians and driven to their unit or nearby and usually abandoned. The Philippine Constabulary, to my knowledge, commandeered civilian cars at Cabanatuan area and I did obtain vehicles when necessary from the Philippine Constabulary Commander and I know they were private civilian cars which he had taken at prior times. No receipts were given by me (or military or civilian personnel under my control) to the Philippine Constabulary or to the owners of the cars. I do not know who the civilian owners of these cars might have been. Major Monsod of the Philippine Constabulary, the Commanding Officer of the Cabanatuan district told me that he had authority from his headquarters to commandeer vehicles for military use. He is living and is or was governor in the province of Nueva Ecija. I do not know whether or not the Philippine Constabulary was under the direction of command of the United States Forces,

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but they cooperated with me to the fullest extent in furnishing vehicles I needed and furnishing armed guard when necessary. I know personally the Philippine Constabulary Commanding Officer, and most of the Constabulary Personnel as I had operated a bus company throughout this district.

/s/t/ R. R. DERRICK  
Major, U. S. A.

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December 12, 1941

Mr. Max Blouse  
Batangas Transportation Co.  
313 Azcarraga  
Manila

PRO 2236  
3-629

Dear Sir:

As we discussed formerly, I wish you would arrange to acquire vehicles of all types to be pooled in the vicinity of San Pablo and Tanauan. In the acquisition of these vehicles I wish you would give all owners a receipt for their vehicles, sending a copy to this office, and I would suggest that you keep a copy for your own protection.

Private passenger cars need not be acquired at this time unless the owners are perfectly willing to give them up. Those vehicles that are needed for public welfare and the general good of the community must be taken with the greatest discretion.

You are directed to hire sufficient personnel to maintain vehicles and operate motor pools. British subjects have been very cooperative in offering their services to the PMTD and you might get some of these men. Whatever you do will have my approval. Please keep this office informed of all activities and the number of vehicles at our disposal at all times.

For your information, the CEA has no authority to acquire vehicles needed for the U. S. Army service.

Yours very truly,

(SGD.) M. A. QUINN  
Lt. Colonel, Q. M. Corps  
Commanding

A TRUE COPY  
MO/orr

/s/ M Olsen

Exhibit F

*Blw*

REPUBLIC OF THE PHILIPPINES)  
CITY OF MANILA ) S.S.

AFEEBAYIE

I, ROBERT C. FEYER, Philippine citizen, of legal age, residing at 2063 1st Avenue, Pasay, Rizal, and presently employed as Treasurer of the Philippine Manufacturing Co., after being duly sworn to in accordance with law, hereby depose and say:

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. During the later part of December 1941 when the city of Manila had already been declared "open" and when the PMTD was operating under the most trying circumstances, my duties extended to checking vouchers for payment and I discharged many other administrative functions relative to the operation of the depot, due to the absence of Colonel Michael A. Quinn and his Executive officer, Major Brettell.

At the outbreak of war, the PMTD found itself in a very serious and critical condition, due to the lack of available vehicles of all types. It was therefore mandatory that emergency measures be immediately put into effect to cope with this situation. Colonel Quinn, therefore, had set-up US Army Motor Pools in strategic locations throughout the city of Manila. To the best of my knowledge there were four (4) motor pools organized; located at Santo Tomas University, Isaac Peral corner Paredes Street, F. B. Garrison and Vito Cruz, and Quezon City. Personnel were employed and others volunteered their services to operate the aforementioned US Army Motor Pools. The PMTD moved its offices from Post Area about 12 December 1941 to Centro Escolar de Genoritas. This location was the nerve center from where PMTD activities were directed.

Prior to the outbreak of war, Colonel Quinn foresaw the fact that in the event of a national emergency, his Depot would be faced with transportation

Info on 1941-1942 Document

shortages. In the light of this conviction, Colonel Quinn had arranged with several leading transportation company heads, in which he requested the cooperation in their renting to the EMED their transportation equipment in case of emergency, to which they all agreed. On 8 December 1941, the outbreak of war, most of the leading transportation companies delivered all their trucks and busses to the US Army Motor Pools, the rental for same had been agreed upon with Colonel Quinn. These trucks and busses that were placed at the disposal of the US Government, was property that had already been in use, prior to the outbreak of war. The rental agreement for a truck from one (1) ton was based at \$20.00 a day up to \$75.00 per day for a five (5) ton truck and above. These rental rates were set by Colonel Quinn at the time when the US Army physically took possession of same. The manner in which the US Army took control of these trucks or busses, more or less, follows this general pattern: The heads of these various companies consulted Colonel Quinn at his office at the EMED, and after rental agreements had been entered into between both parties, Colonel Quinn directed these truckowners to deliver their property at designated US Army Motor Pools then organized.

In a general order issued by Colonel Quinn on 8 December 1941, all automobiles and truck dealers, as well as tire dealers and dealers in automobile accessories, were instructed to hold their goods for the possible purchase by the US Army. In other words, it was impossible for anyone to purchase automobiles or automobile parts without first obtaining permission from the office of Colonel Quinn.

Various truck companies had bread new trucks without truck bodies. The EMED needed this type of trucks for purposes of cargo-carrying. New trucks of this type were, therefore, purchased by the US Army, as distinguished from paying consideration for the use of the vehicles, such as was the case with the second-hand trucks and busses. These trucks, without truck bodies, before being assigned to US Army Motor Pools, were originally delivered to the Quartermaster Construction Department at the site of the Findley Miller Lumber Yard, where the corresponding truck bodies were constructed. Delivery receipts were always issued by the US Army receiving party, since this evidence was necessary to be attached to the invoices by the truck dealers before

payment would be approved by the office of Colonel Quinn. The Army paid for the construction of the truck bodies for the purchased trucks. To the best of my knowledge the Army paid cost price on these trucks plus fair and reasonable profits. Trucks delivered to the dealers in Manila came without tires and accessories. Before Colonel Quinn reached on purchase price agreement with the dealers, it was necessary for these dealers to present to Colonel Quinn the original invoices billed by the manufacturers of the trucks. From the basis of these invoices plus the cost of setting-up the vehicles and adding the necessary accessories to the trucks, plus a fair and reasonable profit; the purchase price was then calculated.

Colonel Quinn also purchased automobiles. These automobiles were delivered to the dealers in Manila fully equipped for operation. These automobiles also were subject to setting-up cost. I recall that Colonel Quinn gave these dealers as a purchase price, the cost price of the vehicle plus 10% as fair and reasonable profit. These automobiles also were delivered to assigned US Army Motor Pools and the corresponding delivery receipt also was issued by the Army receiving party. Second-hand vehicles that were delivered to the assigned US Army Motor Pools also were given their corresponding delivery receipts by US Army receiving party. When the various truck and automobile dealers presented their bills to our office, we knew that in the case of new trucks and vehicles the Army would pay for the purchase of these 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.

All the agreements that Colonel Quinn had entered into with automobile and truck dealers whether they would be in writing or otherwise, were conveyed to Major Preston, his Executive Officer, who in turn disseminated this information to members of his staff, so that when bills for payment were presented, our office was prepared to negotiate the transaction.

To the best of my knowledge these companies which had rented their second-hand trucks or buses to the RAID were the Laguna-Tayabas Transportation Company, Pambuco, Patawaga Transportation Company, MNL-100, Southern Express Company, Pasa Transportation Company, Balili Transportation Company and many others.

with the occupation of the city of Manila by the enemy forces the  
 HEDD evacuated with the retreating forces to Batasan. Most of the records  
 however remained at the office then located at the Santa Ana Race Track.  
 The HEDD had moved to the Santa Ana Race Track when the city of Manila was  
 declared "open". On the main road leading to the Santa Ana Race Track a  
 repair shop was organized at the cockpit under the command of Lt. Shanks,  
 belonging to the Motor Pool.

Sunday morning, 1 January 1942 I proceeded to the office at the Santa  
 Ana Race Track and picked up all records belonging to my department, packed  
 them up in an Army mail bag and was able to hide all these records during  
 the occupation. With the re-entry of the American forces in Manila in 1945  
 I gave these records to Jose Luna who for a number of years was the Chief  
 clerk of the HEDD.

I do recollect that any agreement in writing or verbally with the various  
 transportation companies was made for an indefinite period or as long as the  
 US Army would require the rental of property lease. The Army and the lessors  
 did not agree to when the period of rental would expire. When I was in  
 Washington D.C., U.S.A., I conferred with Col. Michael A. Quinn, in which we  
 discussed as to the date the US Army should terminate the payments of rentals.  
 We mutually agreed that on the date when the US Army and Filipino forces  
 retreated to Batasan 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.

FURTHER DEPOSIT SAITH NOT:

*R. Clark*  
 ROBERT G. FEYER  
 Depoent

Subscribed and sworn to before me this 22nd day of December 1950, at

the city of Manila, Philippines.

*Vincent V. Rodriguez*

VINCENT J. RODRIGUEZ  
 1st. Lieutenant, TC  
 Investigating Officer

STATEMENT OF CAPTAIN ROSEB PRICE, INFANTRY, O-256298

I was ordered to Fort Stotsenburg on February 23, 1941, and placed in command of

by orders of Headquarters, Philippine Department, U. S. Army. In addition to my other duties, I was appointed Post Transportation Officer of Fort Stotsenburg. Only government owned vehicles were in the pool at this time. Lt. Marion L. Dunon and Lt. Elmer J. Hogue were detailed with me. Up until 8 December 1941 we carried on normal routine motor transport operation.

On December 16, I was ordered to join General Wainwright's headquarters at Bataan, and assigned as assistant Quartermaster in charge of transportation under Colonel Alfred S. Balson, Quartermaster, North Luzon Forces. When I reported for duty, Colonel Balson through Colonel Quinn had already taken possession for the Army of all vehicles of the public transportation system in northern Luzon: Pambuco, Pantnanco and Rural Transit Co. In addition to the rolling stock, they had taken over the shop, parts and other equipment including gasoline, tires and other supplies. I never heard or saw any inventory of the parts, gasoline or the number of vehicles that the Army took over.

On December 22, I was ordered to Cagayan Valley and on the way up I was ordered to inspect the various motor shops and motor pools, and to see to it that the vehicles and gasoline supply were being used not for civilian but for Army purposes. The first place I stopped was at Cabanatuan. I found the shops owned by the Rural Transit Co. were being used for the maintenance of vehicles taken over from the Rural Transit Co. and others and of Army owned vehicles. I was advised that all of the Rural Transit Co.'s rolling stock were taken over, but I do not know how many vehicles were included. Colonel Balson told me this. There was a great deal of traffic centered around this spot and these shops were taking care of the maintenance for this whole center. Practically all of the mechanic working on the maintenance were civilian employees of the Rural Transit Co. There may have been one or two of the Philippine Army mechanic, but the responsibility rested with the employees of the Rural Transit Co. There were practically front line combat conditions and it was physically impossible for this motor pool to maintain paper record of parts used in the maintenance of this equipment or of gasoline, oil or supplies delivered to the vehicles on their needs. As one illustration, I telephoned at another time to Major Derrick, who was operating this pool and ordered him to send me immediately a truck loaded with all types of parts and equipment and two of his civilian mechanics as the Army needed them at Alcala, the General Headquarters. Major Derrick sent this truck immediately and on its arrival there was no opportunity to take an inventory or maintain any paper record due to combat condition. It would be impossible to make an estimate of the parts or equipment shipped out on this truck.

The next places I stopped were San Jose, Sta. Fe, and Bayambang. I stopped at Santiago at the Rural Transit Co.'s emergency shop and took an inner tube for my vehicle. The Army was operating this shop. The next stop was Ilagan. At the next stop was the farthest north I went, I think it is called the town of Cauayan. They had established on the south of the road a gasoline station and they had one truck there with spare parts operated by the personnel and equipment taken from the Rural Transit Co. This was also right next to the truck line under battle conditions.

Then I returned to headquarters. There was no civilian operation of motor equipment of any type that I saw during this inspection trip as the Army had to commandeer motor equipment and supplies. On my return I brought out from this area twenty vehicles of miscellaneous types, all buses, part being from Rural Transit Co. and part from Fambusco, and maybe some other companies. These already have been taken over and used for some days by the Army prior to my arrival, but I felt the headquarters needed them and took them back. I evacuated civilians out of the battle area with this equipment during my return trip. Army personnel were driving these vehicles for me on my return. I do not know where the civilian drivers were at the time these Army drivers drove these vehicles out. I made a report to General Wainwright through Colonel Salson in writing about 26 December 1941 of what I found on this trip.

The Army did not have Army drivers available and we took over from these Transit companies civilian drivers and the Army used them straight on through this entire campaign. Some of them were enlisted into the Army, but many of the others were never enlisted. The Army would feed these drivers and would give them medical care and attention and try to put them up at night, or they would have to sleep in their buses. Tents were never available. I do not know whether or not the Army paid these civilians. I do know that Major Derrick while operating the motor pool for the Army paid the Rural Transit civilian drivers and mechanics and employees from the Rural Transit Co.'s fund up to 31st December 1941. I do not know the details of how the civilian drivers from the other companies were paid.

All of the big Transit Companies equipment were taken by the Army, but during the latter part of the campaign, Army personnel would locate individual civilian vehicles that had been abandoned up near the front line and the Army would take this over and placed them in the motor pool. I do not know in what manner these vehicles have been run close to the front line and abandoned, whether by civilians or Army personnel. There is no way to say how many individual vehicles were taken by the Army this way, but we were taking for Army use all vehicles that we could locate.

The general repair shop of the Fambusco in San Fernando, Pampanga was taken over and used exclusively for repairs, etc. of Army vehicles and civilian vehicles taken by the Army including tires, spare parts, gasoline and the entire stock there, and the civilian employees and mechanics went right ahead with their duties, but the services were all performed for the Army.

There were a large number of cars and trucks taken over at Fort Stotsenburg by Capt. Chester A. Johnston, P.A., 24th F.A., and receipts given by him.

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 Captain, Inf.  
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