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RG 407 Records of the Adjutant
General's Office

PHILIPPINE ARCHIVES COLLECTION

POWS/Civilian Internees

Civilian Internees-Rosters

Box 200

73



POLICY FILE NO. 76

WAR CLAIMS

Item	Date	Subject
1	15 Feb 46	Account of Underground Activities re Aid to POW's
2	27 Apr 45	Personal loans to interned American citizens not a basis for claims
3	13 Aug 45	Borrowings of Internees & POW's
4	22 Mar 47	Hinshaw Bill - not passed
5	1 Apr 47	History of Americans' Internment
6	3 Jul 48	War Claims Act of 1948
7	6 Aug 50	Letter to Internees
8		Cross Reference Sheet

Cross Reference Sheet

1. Policy File No 21 - "POW's, Internees and Escapees"
2. Policy File No 57 - "AR 25-100"
Claims for unusual expenses while
a. POW

AMERICAN INTERNEES COMMITTEE
P.O. BOX 2418
MANILA

AUGUST 6, 1950

Mrs. Lupton:

DEAR INTERNEE:

CONFIDENTIAL

INFORMATION HAS BEEN RECEIVED FROM FRANK WILSON REGARDING AMERICAN INTERNEES WHO ARE IN DESPERATE NEED OF FUNDS AND WHO HAVE NOT YET RECEIVED THEIR DETENTION BENEFITS.

MR. WILSON ASKED ME TO ADVISE THE BONA FIDE AMERICAN INTERNEES IN THE PHILIPPINES, WHO ARE IN GREAT NEED OF THIS FINANCIAL AID, TO WRITE A LETTER TO THE WAR CLAIMS COMMISSION EXPLAINING THEIR FINANCIAL CONDITION AND THOSE WHO ARE ILL OR PHYSICALLY UNABLE TO WORK AT GAINFUL EMPLOYMENT AS A RESULT OF INTERNMENT TO ENCLOSE A LETTER FROM THEIR DOCTOR STATING THE PHYSICAL CONDITION OF THE INTERNEE. THIS LETTER WRITTEN BY THE DOCTOR SHOULD BE SENT ALONG WITH THE LETTER OF APPEAL. MAKE YOUR LETTERS AS APPEALING AS POSSIBLE. ALSO STATE YOUR AGE. THESE APPEAL LETTERS AND THE ONES ACCOMPANIED BY A LETTER FROM THE DOCTOR SHOULD BE MAILED TO THE AMERICAN INTERNEES COMMITTEE, P.O. BOX 2418, MANILA, P.I.

THERE ARE THREE REASONS WHY YOUR LETTERS OF APPEAL SHOULD BE SENT TO THE A.I.C., MANILA: 1: IF SENT DIRECT TO THE W.C.C. IN WASHINGTON YOUR APPEAL WILL LIKELY BE LOST AMONG STACKS OF OTHER INCOMING MAIL AND RECEIVE NO IMMEDIATE ATTENTION; 2: WHILE IN WASHINGTON LAST WEEK FRANK WILSON, EXECUTIVE CHAIRMAN OF THE A.I.C., MADE ARRANGEMENTS WHEREBY LETTERS OF APPEAL RECEIVED BY THE W.C.C. THRU THE A.I.C. WILL BE GIVEN IMMEDIATE ATTENTION; 3: BY SENDING THEM THRU THE A.I.C. YOUR APPEAL LETTERS WILL BE FOLLOWED UP BY MR. WILSON TO SEE THAT THEY ARE GIVEN PROMPT CONSIDERATION.

IT IS SUGGESTED IF YOU DO NOT HAVE A DOCTOR ATTENDING YOU AT PRESENT AND ARE UNABLE TO GET A LETTER IMMEDIATELY FROM A DOCTOR WHO HAS TREATED YOU, THAT YOU INCLUDE IN YOUR LETTER OF APPEAL A STATEMENT REGARDING YOUR IMPAIRMENT OF HEALTH AND INABILITY TO WORK SINCE LIBERATION.

THIS NOTICE IS BEING SENT TO ONLY THOSE INTERNEES WHO HAVE WRITTEN TO ME ABOUT THEIR PHYSICAL DISABILITY AND/OR THEIR URGENT NEED OF FINANCIAL AID, OR WHO HAVE CALLED ON ME EXPLAINING THEIR SITUATION OR WHOM I HAVE HEARD ABOUT FROM OTHER INTERNEES. OBVIOUSLY, IT CANNOT INCLUDE THE ENTIRE INTERNEE ROSTER. THE PURPOSE OF THIS IS TO SPEED THE PAYMENTS TO THE INTERNEES IN MOST DIRE NEED OF FUNDS.

IT IS REQUESTED THIS NOTICE BE KEPT CONFIDENTIAL. HOWEVER, IF YOU DO KNOW OF SOME GENUINE CLAIM OF A BONA FIDE AMERICAN INTERNEE (WHO HAS NOT RECEIVED THIS NOTICE) WHO DUE TO REASONS OF HEALTH OR UNEMPLOYMENT IS IN URGENT NEED OF THE DETENTION BENEFITS, YOU MAY SUGGEST TO HIM THAT HE WRITE TO ME AS ABOVE OUTLINED.

YOU ARE URGED TO SEND YOUR LETTERS IMMEDIATELY TO THE A.I.C., P.O. BOX 2418, MANILA, AS THE SOONER YOUR APPEAL LETTERS ARE RECEIVED, THE SOONER ACTION CAN BE TAKEN ON THEM.

SINCERELY YOURS,
AMERICAN INTERNEES COMMITTEE.
Ernest E. ...
EXECUTIVE SECRETARY.

116
George
743 Florida

7

7

3 July 1948

"War Claims Act of 1948"

[PUBLIC LAW 896—80TH CONGRESS]

[CHAPTER 826—2D SESSION]

[H. R. 4044]

AN ACT

To amend the Trading with the Enemy Act, as amended; to create a commission to make an inquiry and report with respect to war claims; and to provide for relief for internees in certain cases.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SHORT TITLE

SECTION 1. This Act may be cited as the "War Claims Act of 1948".

WAR CLAIMS COMMISSION

SEC. 2. (a) There is hereby established a commission to be known as the War Claims Commission (hereinafter referred to as the "Commission") and to be composed of three persons to be appointed by the President, by and with the advice and consent of the Senate. At least two of the members of the Commission shall be persons who have been admitted to the bar of the highest court of any State, Territory, or the District of Columbia. The members of the Commission shall receive compensation at the rate of \$12,000 a year. The terms of office of the members of the Commission shall expire at the time fixed in subsection (d) for the winding up of the affairs of the Commission.

(b) The Commission may, in accordance with the provisions of the civil-service laws and the Classification Act of 1923, as amended, appoint and fix the compensation of such officers, attorneys, and employees, and may make such expenditures, as may be necessary to carry out its functions. Officers and employees of any other department or agency of the Government may, with the consent of the head of such department or agency, be assigned to assist the Commission in carrying out its functions. The Commission may, with the consent of the head of any other department or agency of the Government, utilize the facilities and services of such department or agency in carrying out the functions of the Commission.

(c) The Commission may prescribe such rules and regulations as may be necessary to enable it to carry out its functions, and may delegate functions to any member, officer, or employee of the Commission. The Commission shall give public notice of the time when, and the limit of time within which, claims may be filed, which notice shall be published in the Federal Register. The limit of time within which claims may be filed with the Commission shall in no event be later than two years after the date of enactment of this Act.

(d) The Commission shall wind up its affairs at the earliest practicable time after the expiration of the time for filing claims, but in no event later than three years after the expiration of such time.

JURISDICTION OF COMMISSION

SEC. 3. The Commission shall have jurisdiction to receive and adjudicate according to law claims as hereinafter provided.

EMPLOYEES OF CONTRACTORS

SEC. 4. (a) The Federal Security Administrator is authorized to receive, adjudicate according to law, and provide for the payment of any claim filed by any person specified in section 101 (a) of the Act entitled "An Act to provide benefits for the injury, disability, death, or enemy detention of employees of contractors with the United States, and for other purposes", approved December 2, 1942, as amended, or by the legal representative of any such person who may have died, for the amount by which (1) the total sum which would have been payable to such person by his employer (not including any payments for overtime), if such person's contract of employment had been in effect and he had been paid under it for the entire period during which he was entitled to receive benefits under section 101 (b) of such Act, exceeds (2) the entire amount creditable to such person's account for such period under the provisions of such section plus any amounts paid to such person by such employer for such period or recovered by such person in any legal action against such employer based upon such person's right against such employer for such period under the contract of employment, including payments in settlement of the liability of the employer arising under or out of such contract. No claim shall be allowed to any person under the provisions of this section unless such person executes a full release to the employer and to the United States in respect to the liability of the employer arising under or out of the contract of employment, except liability for workmen's compensation benefits under the Act of August 16, 1941, as amended (42 U. S. C. 1651 and the following), or detention or other benefits paid under the Act of December 2, 1942, as amended (42 U. S. C. 1751 and the following). Any claim allowed under the provisions of this section shall be certified by the Administrator to the Secretary of the Treasury for payment out of the War Claims Fund established by section 13 of this Act.

(b) (1) The Secretary of State is hereby authorized and directed to cancel any obligation to the United States of any person specified in section 101 (a) of such Act of December 2, 1942, to pay any sum which may have been advanced to or on behalf of any such person by the Department of State for the purpose of paying the costs of food and medical services furnished to such person during his period of internment by the Imperial Japanese Government or for the purpose of paying transportation or other expenses of repatriation.

(2) The Federal Security Administrator is authorized to receive, adjudicate according to law, and provide for the payment of any claim filed by any person specified in section 101 (a) of such Act of December 2, 1942, for the repayment of any sum which may have been paid by such person to the Department of State in settlement of any obligation of the type referred to in paragraph (1) of this subsection. Any claim allowed under the provisions of this paragraph shall be certified by the Administrator to the Secretary of the Treasury for payment out of the War Claims Fund established by section 13 of this Act.

(c) Section 102 (a) of the Act entitled "An Act to provide benefits for the injury, disability, death, or enemy detention of employees of contractors with the United States, and for other purposes", approved December 2, 1942, as amended, is hereby amended by striking out the proviso in such subsection and by substituting the following: "Provided, That the total compensation payable under this title for injury or death shall in no event exceed the limitations upon compensation as fixed in section 14 (m) of such Act as such section may from time to time be amended except that the total compensation shall not be less than that provided for in the original enactment of this Act: *Provided further*, That any amendment to such Act, the effect of which is to increase the amount of benefits payable for injury or death, shall be applied in the administration of this section as if the amendment had been in effect at the time of the particular injury or death and the compensation (except funeral and burial expenses) in any case previously determined shall be adjusted accordingly in respect to the beneficiary entitled thereto under the Act."

INTERNEES

SEC. 5. (a) As used in this section, the term "civilian American citizen" means any person who, being then a citizen of the United States, was captured by the Imperial Japanese Government on or after December 7, 1941, at Midway, Guam, Wake Island, the Philippine Islands, or any Territory or possession of the United States attacked or invaded by such government, or while in transit to or from any such place, or who went into hiding at any such place in order to avoid capture or internment by such government; except (1) a person who at any time voluntarily gave aid to, collaborated with, or in any manner served such government, or (2) a person who at the time of his capture or entrance into hiding was (A) a person within the purview of the Act entitled "An Act to provide compensation for employees of the United States suffering injuries while in the performance of their duties, and for other purposes", approved September 7, 1916, as amended, and as extended; or (B) a person within the purview of the Act entitled "An Act to provide benefits for the injury, disability, death, or enemy detention of employees of contractors with the United States, and for other purposes", approved December 2, 1942, as amended; or (C) a person within the purview of the Missing Persons Act of March 7, 1942 (56 Stat. 143), as amended; or (D) a regularly appointed, enrolled, enlisted, or inducted member of any military or naval force.

(b) The Commission is authorized to receive, adjudicate according to law, and provide for the payment of any claim filed by, or on behalf of, any civilian American citizen for detention benefits for any period of time subsequent to December 6, 1941, during which he was held by the Imperial Japanese Government as a prisoner, internee, hostage, or in any other capacity, or remained in hiding to avoid being captured or interned by such Imperial Japanese Government.

(c) The detention benefit allowed to any person under the provisions of subsection (b) shall be at the rate of \$60 for each calendar month during which such person was at least eighteen years of age and at the rate of \$25 per month for each calendar month during which such person was less than eighteen years of age.

(d) The detention benefits allowed under subsection (b) shall be allowed to the person entitled thereto, or, in the event of his death, only to the following persons:

(1) Widow or dependent husband if there is no child or children of the deceased;

(2) Widow or dependent husband and child or children of the deceased, one-half to the widow or dependent husband and the other half to the child or children in equal shares; and

(3) Child or children of the deceased (in equal shares) if there is no widow or dependent husband.

(e) Any claim allowed under the provisions of subsection (b) shall be certified to the Secretary of the Treasury for payment out of the War Claims Fund established by section 13 of this Act, and shall be payable by the Secretary of the Treasury to the person entitled thereto or to his legal or natural guardian if he has one.

(f) (1) Except as otherwise provided in this subsection, the provisions of titles I and II of the Act entitled "An Act to provide benefits for the injury, disability, death, or enemy detention of employees of contractors with the United States, and for other purposes", approved December 2, 1942, as amended, are extended and shall apply with respect to the injury, disability, or death resulting from injury of a civilian American citizen occurring while he was held by or in hiding from the Imperial Japanese Government, to the same extent as if such civilian American citizen were an employee within the purview of such Act of December 2, 1942, as amended.

(2) For the purpose of determining the benefits extended and made applicable by paragraph (1)—

(A) the average weekly wage of any such civilian American citizen, whether employed, self-employed, or not employed, shall be deemed to have been \$37.50;

(B) the provisions of such Act shall be applicable whether or not any such civilian American citizen was employed;

(C) notice of injury or death shall not be required; and limitation provisions with respect to the filing of claims for injury, disability, or death shall not begin to run until the date of enactment of this section; and

(D) the monthly compensation in cases involving partial disability shall be determined by the percentage the degree of partial disability bears to total disability and shall not be determined with respect to the extent of loss of wage earning capacity.

(3) The following provisions of such Act of December 2, 1942, as amended, shall not apply in the case of such civilian American citizens: Section 101 (b), section 104, and section 105.

(4) Rights or benefits which, under this subsection, are to be determined with reference to other provisions of law shall be determined with reference to such provisions of law as in force on January 3, 1948.

(5) The money benefit for disability or death shall be paid only to the person entitled thereto, or to his legal or natural guardian if he has one, and shall not upon death of the person so entitled survive for the benefit of his estate or any other person.

(6) The benefit of a minor or of an incompetent person who has no natural or legal guardian may, in the discretion of the Federal Security Administrator, be paid, in whole or in such part as he may determine

for and on behalf of such minor or incompetent directly to the person or institution caring for, supporting, or having custody of such minor or incompetent.

(7) No person, except a widow or a child, shall be entitled to benefits for disability with respect to himself, and to death benefits on account of the death of another.

(8) If a civilian American citizen or his dependent receives or has received from the United States any payments on account of the same injury or death, or from his employer, in the form of wages, or payments in lieu of wages, or in any form of support or compensation (including workmen's compensation) in respect to the same objects, the benefits under this section shall be diminished by the amount of such payments in the following manner: (A) Benefits on account of injury or disability shall be reduced by the amount of payments to the injured person on account of the same injury or disability; and (B) benefits on account of death shall be reduced by the amount of payments to the dependents of the deceased civilian American citizen on account of the same death.

(9) This subsection shall take effect as of December 7, 1941, and the right of individuals to benefits shall be held to have begun to accrue as though this subsection had been in effect as of such date.

PRISONERS OF WAR

SEC. 6. (a) As used in this section, the term "prisoner of war" means any regularly appointed, enrolled, enlisted, or inducted member of the military or naval forces of the United States who was held as a prisoner of war for any period of time subsequent to December 7, 1941, by any government of any nation with which the United States has been at war subsequent to such date.

(b) The Commission is authorized to receive, adjudicate according to law, and provide for the payment of any claim filed by any prisoner of war for compensation for the violation by the enemy government by which he was held as a prisoner of war, or its agents, of its obligation to furnish him the quantity or quality of food to which he was entitled as a prisoner of war under the terms of the Geneva Convention of July 27, 1929. The compensation allowed to any prisoner of war under the provisions of this subsection shall be at the rate of \$1 for each day he was held as a prisoner of war on which the enemy government or its agents failed to furnish him such quantity or quality of food. Any claim allowed under the provisions of this subsection shall be certified to the Secretary of the Treasury for payment out of the War Claims Fund established by section 13 of this Act.

(c) Claims pursuant to subsection (b) shall be paid to the person entitled thereto, or to his legal or natural guardian if he has one, and shall in case of death of the persons who are entitled be payable only to or for the benefit of the following persons:

- (1) Widow or dependent husband if there is no child or children of the deceased;
- (2) Widow or dependent husband and child or children of the deceased, one-half to the widow or dependent husband and the other half to the child or children of the deceased in equal shares;
- (3) Child or children of the deceased (in equal shares) if there is no widow or dependent husband; and

(4) Dependent parents (in equal shares) if there is no widow, dependent husband, or child.

RELIGIOUS ORGANIZATIONS

SEC. 7. The Commission is authorized to receive, adjudicate according to law, and provide for the payment of any claim filed by any religious organization functioning in the Philippine Islands and affiliated with a religious organization in the United States, or by the personnel of any such Philippine organization, for reimbursement of expenditures incurred, or for payment of the fair value of supplies used, by such organization or such personnel for the purpose of furnishing shelter, food, clothing, hospitalization, medicines and medical services, and other relief in the Philippines to members of the armed forces of the United States or to civilian American citizens (as defined in section 5) at any time subsequent to December 6, 1941, and before August 15, 1945. Any claim allowed under the provisions of this section shall be certified to the Secretary of the Treasury for payment out of the War Claims Fund established by section 13 of this Act.

REPORT WITH RESPECT TO PERSONAL INJURY AND PROPERTY CLAIMS

SEC. 8. (a) The Commission shall inquire into and report to the President, for submission of such report to the Congress on or before March 31, 1949, with respect to war claims arising out of World War II, other than claims which may be received and adjudicated under the preceding sections of this Act, and shall present in such report its findings on—

- (1) the estimated number and amount of such claims, classified by types and categories; and
- (2) the extent to which such claims have been or may be satisfied under international agreements or domestic or foreign laws.

(b) The report of the Commission shall contain recommendations with respect to—

- (1) categories and types of claims, if any, which should be received and considered and the legal and equitable bases therefor;
- (2) the administrative method by which such claims should be considered, and any priorities or limitations which should be applicable; and
- (3) any limitations which should be applied to the allowance and payment of fees in connection with such claims.

(c) The Commission shall include in such report—

- (1) such other recommendations as it deems appropriate; and
- (2) such proposals for legislation as it deems appropriate for carrying out the recommendations made in such report.

(d) Such report, with accompanying evidence, shall be printed as a public document when received by the Congress.

(e) Nothing in this section shall be deemed to imply that the Congress will enact legislation—

- (1) adopting any recommendations made under this section with respect to the consideration or payment of any type of claim; or
- (2) making any moneys, including moneys remaining in the war claims fund after the making of payments from such fund provided for by this Act, available for the payment of such claims.

REPORTS TO CONGRESS

SEC. 9. Not later than six months after its organization, and every six months thereafter, the Commission shall make a report to the Congress concerning its operations under this Act.

REMUNERATION FOR SERVICES IN CONNECTION WITH CLAIMS

SEC. 10. No remuneration on account of services rendered or to be rendered to or on behalf of any claimant in connection with any claim filed with the administering agency under this Act shall exceed 10 per centum (or such lesser per centum as may be fixed by the administering agency with respect to any class of claims) of the amount allowed by the administering agency on account of such claim. Any agreement to the contrary shall be unlawful and void. Whoever, in the United States or elsewhere, pays or offers to pay, or promises, to pay, or receives, on account of services rendered or to be rendered in connection with any such claim, any remuneration in excess of the maximum permitted by this section, shall be deemed guilty of a misdemeanor, and, upon conviction thereof, shall be fined not more than \$5,000 or imprisoned not more than twelve months, or both, and, if any such payment shall have been made or granted, the administering agency shall take such action as may be necessary to recover the same, and, in addition thereto any such claimant shall forfeit all rights under this Act.

HEARINGS WITH RESPECT TO CLAIMS

SEC. 11. The Commission shall notify all claimants of the approval or denial of their claims, and, if approved, shall notify such claimants of the amount for which such claims are approved. Any claimant whose claim is denied, or is approved for less than the full allowable amount of such claim, shall be entitled, under such regulations as the Commission may prescribe, to a hearing before the Commission or its representatives with respect to such claim. Upon such hearing, the Commission may affirm, modify, or revise its former action with respect to such claim, including a denial or reduction in the amount theretofore allowed with respect to such claim. The action of the Commission in allowing or denying any claim under this Act shall be final and conclusive on all questions of law and fact and not subject to review by any other official of the United States or by any court by mandamus or otherwise, and the Comptroller General is authorized and directed to allow credit in the accounts of any certifying or disbursing officer for payments in accordance with such action.

AMENDMENT TO TRADING WITH THE ENEMY ACT

SEC. 12. The Trading With the Enemy Act of October 6, 1917, as amended, is hereby amended by adding at the end thereof the following new section:

"SEC. 39. No property or interest therein of Germany, Japan, or any national of either such country vested in or transferred to any officer or agency of the Government at any time after December 17, 1941, pursuant to the provisions of this Act, shall be returned to former owners thereof or their successors in interest, and the United States shall not pay compensation for any such property or interest therein. The net proceeds remaining upon the completion of administration,

liquidation, and disposition pursuant to the provisions of this Act of any such property or interest therein shall be covered into the Treasury at the earliest practicable date. Nothing in this section shall be construed to repeal or otherwise affect the operation of the provisions of section 32 of this Act or of the Philippine Property Act of 1946."

WAR CLAIMS FUND

SEC. 13. (a) There is hereby created on the books of the Treasury of the United States a trust fund to be known as the War Claims Fund. The War Claims Fund shall consist of all sums covered into the Treasury pursuant to the provisions of section 39 of the Trading With the Enemy Act of October 6, 1917, as amended. The moneys in such fund shall be available for expenditure only as provided in this Act or as may be provided hereafter by the Congress.

(b) The Federal Security Administrator is authorized and directed to estimate and certify to the Secretary of the Treasury the total amount which will be required to pay all benefits payable as a result of the enactment of section 5 (f) of this Act. The Secretary of the Treasury shall transfer from the War Claims Fund to the general fund of the Treasury a sum equal to the total amount so certified by the Federal Security Administrator.

(c) The Federal Security Administrator is authorized and directed to estimate and certify to the Secretary of the Treasury the total amount which will be required to pay all additional benefits payable as a result of the enactment of section 4 (c) of this Act. The Secretary of the Treasury shall transfer from the war claims fund to the general fund of the Treasury a sum equal to the total amount so certified by the Federal Security Administrator.

(d) The Secretary of State is authorized and directed to certify to the Secretary of the Treasury the total amount of all obligations canceled pursuant to the provisions of section 4 (b) (1) of this Act. The Secretary of the Treasury shall transfer from the war claims fund to the general fund of the Treasury an amount equal to the total amount so certified.

(e) There are hereby authorized to be appropriated, out of any money in the war claims fund, such sums as may be necessary to enable the Commission to carry out its functions under this Act.

PAYMENTS TO CERTAIN MEMBERS OF RELIGIOUS ORDERS

SEC. 14. In any case in which any money is payable as a result of the enactment of this Act to any person who is prevented from accepting such money by the rules, regulations, or customs of the church or the religious order or organization of which he is a member, such money shall be paid, upon the request of such person, to such church or to such religious order or organization.

Approved July 3, 1948.

Roy Bennett Describes Americans' Internment Role To U.S. Congress

MANILA DAILY
BULLETINE

1 Apr 47

Pending before the U. S. house of representatives is a bill introduced by Rep. Carl Hinshaw, of California, which seeks to have some 5,000 former American internees in the Philippines recompensed out of Japanese assets seized in the United States. Hearings on this bill were held by the interstate and foreign commerce committee of the house before which a delegation from the American Internees Committee appeared to plead for its passage.—Ed. Note

WASHINGTON, April 1 (AP).—The complete text of testimony given before a house of representatives committee studying the Hinshaw bill for the relief of prisoners of war and internees by Roy C. Bennett, editor and general manager of the Manila Daily Bulletin, 1926 to 1942:

Americans who stayed in the Philippines to be trapped in Japanese occupation paid the price—their own personal price—for American unpreparedness. They were war casualties just as certainly as were those of the armed forces wounded or killed in the Japanese attack on Pearl Harbor and the enemy drive through the vast areas which the

forces of democracy were unprepared and unable to defend.

We of the ill-fated group of civilian Americans caught and tortured by a successful enemy force of aggression in the Philippines now find that in effect we were expendables. We do not say that there was any cold and calculated plan so describing us officially, but the job that fell to us resolved itself into just that. Whatever might be our fate in the ultimate course of the war, for all practical purposes in the early phases, in the period of enemy successes, we simply had to be written off in order that the long-range program
(Continued on page 12)

Testimony On Hinshaw Bill

(Continued from page 1)

for the eventual defeat of the then victorious enemy could be carried out. We were too much in the dark on points of broad strategy to comprehend fully our own fate. We often developed false hope, based on propaganda designed to deceive and confuse the enemy; we heard and treasured the reports that help and rescue were on the way. We bolstered our spirits with the hope that the turn in our favor might come soon—far sooner than it ever did come.

But with all of the confusion and chaos of the occasion, the realities of the situation were accepted in a manner creditable to the American spirit and the determination to carry through at whatever price.

Apparently, some persons in the United States, who have only a vague conception of what the Americans in the Philippine Islands took, and why they took it and continued to take it, are under the impression that those caught by the enemy were responsible for their own fate in that they stayed on when they were offered the means of escape in advance. The practical fact is that they had neither official advice nor transportation facilities to escape while the road home was yet open.

Although it is true that some individuals could have, and if duly warned would have, withdrawn and sought safety in the homeland, it is a positive fact that the American community in the Philippines could not have been liquidated

through the years of American building in and for democracy, never considered the undertaking in which they were participating essentially military. The undertaking as a whole was in fact far more civilian than military. Had it been otherwise, progress in the establishment of democratic institutions would have been deplorably less than it was.

The Americans there, thousands who were caught and tortured by the Japanese, were missionaries of democracy. They were school teachers, government employes, scientists, merchants, lawyers, doctors, miners—persons of varied interests, and degrees of accomplishment. Many of them had been brought there by their own government; as a class they had come with official encouragement. Very few of them were imperialistic exploiters, or undesirable beach-combers. They were Americans, most of them worthy Americans made to feel a pride in their accomplishment. They had established homes, considered themselves a part of the country, an essential part. Some had been successful in business; many others had accumulated no substantial reserve of earnings. All in all, they had contributed substantially and, up to the time of their falling into the clutches of the invading enemy, were continuing to contribute to the upbuilding of the country. It would have been next to impossible for the vast majority of them to pull up

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Testimony On Hinshaw Bill

(Continued from page 1)

for the eventual defeat of the then victorious enemy could be carried out. We were too much in the dark on points of broad strategy to comprehend fully our own fate. We often developed false hope, based on propaganda designed to deceive and confuse the enemy; we heard and treasured the reports that help and rescue were on the way. We bolstered our spirits with the hope that the turn in our favor might come soon—far sooner than it ever did come.

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Although it is true that some individuals could have, and if duly warned would have, withdrawn and sought safety in the homeland, it is a positive fact that the American community in the Philippines could not have been demoralized without a complete reversal of the whole American policy in the Philippines and a defeat of the program under which the aggression buildup of the enemy was met with a solid front. The whole official attitude in the Philippine Islands—as revealed in army, navy and civil government offices—was that public morale must be maintained and that the Americans, collectively and individually, must set an example to the Filipinos, an example to give no encouragement to the enemy through admission of weakness or unwillingness or unreadiness to meet any emergency which possibly might arise.

When American navy families and later Army families, were ordered home, official press releases and comments studiously avoided the impression that this was intended as the start of a general American exodus. Emphasis was placed on the explanation that this action was taken for the convenience of the defense services, that the service wives were removed to make room for increased numbers of service men and defense equipment.

At the same time, a quiet campaign of reassurance was carried on based on several readily apparent facts, among them the fact that the family of the American High Commissioner was staying on, likewise the family of General Douglas MacArthur, the high commander of American Army Forces in the Far East.

The editorial and news offices of the Manila Daily Bulletin were in constant touch with the offices of all responsible authorities of the army, navy and civil government—American and Filipino. Through these contact channels, we never once gained the impression that a general withdrawal of Americans was desired or considered practicable. On the contrary, we had every reason to feel that we were rendering a patriotic service and that our policy had complete sanction when news treatment and editorial comment were along lines calculated to build public morale and maintain normal community life. Many were the occasions on which it would have been easy to spread panic, which undoubtedly, would have resulted in immediate efforts of Americans, to get home. However, shipping facilities did not exist for a volume of travel materially in excess of normal, and there was never indication of an official intention to provide emergency facilities or to create the demand for such.

Elsewhere in the Far East, Americans were ordered home; ships were dispatched for their repatriation. But in the Philippines such was not the case, and such was not indicated as officially desirable. The Philippines as American flag territory was in a status entirely different from the surrounding territories under other flags.

Americans in the Philippines, through the years of American building in and for democracy, never considered the undertaking in which they were participating essentially military. The undertaking as a whole was in fact far more civilian than military. Had it been otherwise, progress in the establishment of democratic institutions would have been deplorably less than it was.

The Americans there, thousands who were caught and tortured by the Japanese, were missionaries of democracy. They were school teachers, government employes, scientists, merchants, lawyers, doctors, miners—persons of varied interests, and degrees of accomplishment. Many of them had been brought there by their own government; as a class they had come with official encouragement. Very few of them were imperialistic exploiters, or undesirable beach-combers. They were Americans, most of them worthy Americans made to feel a pride in their accomplishment. They had established homes, considered themselves a part of the country, an essential part. Some had been successful in business; many others had accumulated no substantial reserve of earnings. All in all, they had contributed substantially and, up to the time of their falling into the clutches of the invading enemy, were continuing to contribute to the upbuilding of the country. It would have been next to impossible for the vast majority of them to pull up and leave. Furthermore, they were not given the impression that such was their duty.

All of the defense preparation the Americans in the Philippine Islands saw or heard about was carried out along the lines of building a defense adequate to any occasion that might be expected. They were made to feel that they had a specific place in that program, that both their duty and their continuing safety lay in the direction of complete support for such a program. They were not only ignorant of any plans to get them out, if ever any such plans existed, but also they were made to feel that they were definitely needed where they were, that their duty was to perform the task at hand, the task of helping to make democracy and the democratic territory of the Far East safe and secure.

For myself, I might say that home leave was overdue by almost two years when the Pacific War started. I had postponed vacation in the United States simply because I considered it my duty to carry through the critical period, whatever it might bring. I had many words of commendation from responsible American government representatives on my attitude and my effort in this connection.

I should like to explain my own attitude further by saying that, after I had spent sixteen months under torturous "special treatment" as a political prisoner and had been transferred to Santo Tomas internment camp for hospitalization, I was officially approached with an offer for possible repatriation. I tried in vain, as it turned out to be, to get permission for my wife and two small children to be repatriated without me. I decided it was my duty to stay on in order to be ready to resume my work at the earliest possible date on the return of American forces—when-ever that might be.

While the question of my possible repatriation was pending before the Japanese authorities of Santo Tomas internment camp word reached the Manila Daily Bulletin Filipino employes in Manila and from A. H. Escoda, the top Filipino editorial man of the Bulletin, through the underground—this message to me: "Please do not leave. The Filipino employes of the Bulletin are standing loyal and are enduring much. If you, the top American of the paper now in the country, should leave, they would feel that you and that which you represent, American leadership, were deserting them." (Both Mr. Escoda and his wife later were executed by the Japanese after long periods of torture, for their pro-American activities.)

(Further testimony of Mr. Bennett and of other former internees before the house committee will be continued in installments in these columns beginning tomorrow.)

SAYRE WANTS INTERNEES PAID

22 March 47

Washington, March 22 (AP) - - Francis B. Sayre, United States High Commissioner to the Philippines when the Japanese attacked in 1941, urge congress today to compensate civilian Americans there who suffered personal injury at the hands of the Japanese.

Sayre sent a letter to the house interstate and foreign commerce committee which is considering legislation to assist these Americans.

Sayre said in support of his request that no official notice was given to them to leave before the outbreak of war and that as a result "American civilians found themselves trapped in the Philippines with no way to escape" Sayre said that during the months immediately preceding the Japanese attack on Pearl Harbor "I had debated in my own mind the issuing of such a notice but my advise from Washington was not to do so. Many American civilians thus trapped by the Japanese suffered pitiably at their hands. I urge that congress take such action as is appropriate for the relief of these American civilians still in distress as a result of their injuries and losses suffered in the Philippines."

This letter was read to the committee by Powell R. Daner, American business from Manila who was among the Americans trapped there by the Japanese.

The committee is considering a bill by Representative Hinshaw (R. Calif.) to create an enemy property commission to compensate civilian citizens of the United States who suffered loss, damage or injury from the Japanese in Alaska, Guam, the Philippines or Wake island. It would draw on funds and assets of the Japanese government or its nationals which are held in the United States.

At their meeting at the Army and Navy club Friday evening, Americans internees in the Philippines during the occupation, heard up-to-the-minute reports on the work being done in Washington, D.C. by a committee representing their interests. They decided to work for the passage of the Hinshaw bill which would compensate the internees for losses, damage or injuries suffered from the Japanese.

The text of the Hinshaw bill, which was read at the meeting, follows:

80th CONGRESS
1st Session
H. R. 1823

IN THE HOUSE OF
REPRESENTATIVES
February 10, 1947

Mr. HINSHAW introduced the following bill; which was referred to the Committee on Interstate and Foreign Commerce

A B I L L

To create an Enemy Property Commission, to provide for the disposal of certain enemy property, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled That the Trading With the Enemy Act (USC, 1940) edition, title 50 App. scs. 1 to 38, inclusive) as amended, is amended by adding at the proper place therein the following new sections:

"SEC. 39. All property, excepting patents and such property that is to be returned under the provisions of Public Law Numbered 322, Seventy-ninth Congress, and such property that is to be used for the payment of debts under the provisions of Public Law Numbered 322, Seventy-ninth Congress, and such Japanese Government and all of its nationals, which on December 7, 1941, was in or has since that date come into the possession or under control of, and to which title has vested in the United States of America, or of any of its officers, agents, or employees, from any source or by any agency whatsoever, shall be retained by the United States of America, for the satisfaction of all claims against the Japanese Government of all American citizens located in Alaska, Guam, Philippine Islands, and Wake Island, who have suffered through the acts of the Japanese Government, or its agents, since December 7, 1941, loss, damage, or injury to their persons and personal property, in consequence of hostilities or of any operation of war.

"SEC. 40 (a) A commission is hereby created and established to be known as the Enemy Property Commission, hereinafter referred to as the Commission, which shall be composed of three Commissioners who shall be appointed by the President.

"(b) It shall be the duty of the Commission, and it shall have jurisdiction to adjudicate all claims as provided herein, according to the principles of equity and law.

"(c) All property referred to and not exempted in section 39 of this Act is subject to the payment of claims as herein provided.

"SEC. 41. (a) The following shall be deemed claimants and entitled to just compensation for loss, damage, or injury to their persons and to their personal property: (1) Any civilian, citizen of the United States who while located upon Alaska, Guam, Philippine Islands, or Wake Island, suffered damages growing out of acts committed by the Government of Japan, or by any of its authorities within those areas resulting in deprivation of liberty, or in cruelty, violence, maltreatment, or impairment of earning capacity as a consequence of his or her capture, imprisonment, internment, or evacuation; or (2) An American citizen who as surviving dependent suffered damages.

"(b) The Commission shall order the payment of all claims allowed by it out of the property described in section 39 of this ACT"

SPJGD/D-98715 (Philippine Internees)

Colonel J. A. Myatt, Chief of Claims
Headquarters, Claims Service, AFWESPAC
APO 707, c/o Postmaster
San Francisco, California

13 Aug 45

Re: Borrowings of Internees and Prisoners
of War in the Philippines

Dear Colonel Myatt:

Reference is made to your letter dated 13 July 1945, Subject: Claim of Amelia Campbell. Your action in forwarding the claim to this office is correct. Whether claims of this type will be handled by the War Department (or even assumed by the United States) is not known. However, for the time being all claims of this nature which may be presented to your office (either by lenders, or by liberated internees or prisoners of war seeking reimbursement for expenditures of personal or borrowed moneys while in custody of the Japanese) should be thoroughly investigated and the reports forwarded to this office under paragraph 11 of AR 25-20.

The problem of adjustment between lenders and borrowers, and the extent to which the Government should enter into such adjustments has assumed government-wide policy proportions, since personnel of Army, Navy and other departments, as well as private citizens and companies whose interned representatives drew on them, are involved. Included also are problems of profiteering, and the varying discount rates for Japanese Military Pesos.

A study is presently being made by the State Department with a view to determining the facts and the advisability and nature of possible legislative relief. It is our understanding that an investigation of the facts is currently being conducted by the United States Consul General in Manila. It is suggested that you cooperate in such investigation, and incidentally secure the general background information as to these transactions which will be helpful both to your own investigations and to the War Department.

This office first encountered this problem when the Surgeon General inquired as to the possibility of reimbursement of interned Army nurses who had obligated themselves for considerable sums of money. A claim form was made up and some 45 or 50 of an anticipated 68 claims have been received. Two copies of this special form are inclosed so that you may see the type of information desired from liberated military prisoners or internees. In dealing with civilian personnel who were interned, the

SPJGD/D-98715 (Philippine Internees)

amount of pay (rather than subsistence allowance) received or to be received under the Missing Persons Act would be pertinent to determine. As to ordinary civilian internees amounts received or to be received as back pay or gifts from their private employers while interned should be ascertained, although it would seem that reimbursement claims of internees not connected with the War Department if not employed by the United States.

In the case of lenders making claims against the United States, it would seem that the Claims Service, being the representative of the United States in the theater, should accept all claims involving loans made to citizens of the United States, regardless of whether such citizens were connected with the Government. However, this would appear to be a matter for theater policy determination in coordination with the State Department representative in the Philippines.

In the investigation of lenders' claims, in addition to the usual verification of facts, it should be ascertained whether the lender paid and the borrower received full consideration in the light of the money rates at the time. Also, if the evidence of indebtedness is in the hands of others than the original lender, the transaction should be traced to uncover any profiteering and the presence of enemy aliens or collaborationists in the chain. Of course, the citizenship and collaborationists activities of all lenders should be investigated as is done under AR 25-90.

We will keep you advised of decisions made here, and would like to have reports from you, from time to time, as to facts bearing on the overall policy questions which do not show up, or are not in true perspective, in the reports of investigation on individual claims.

Sincerely,

I Incl
Apec Clm Form (dup)

RALPH G. BOYD
Colonel, JAGD
Chief of Claims Division

CLAIM FOR REIMBURSEMENT FOR EXTRAORDINARY EXPENDITURES i Submit in Triplicate
WHILE IN JAPANESE CUSTODY IN PHILIPPINE ISLANDS i Date:

SUBJECT: Claim of _____

TO: The Judge Advocate General, War Department, Washington 25, D. C.

1. Claim is hereby made for reimbursement for extraordinary expenditures made by me while imprisoned in the Philippine Islands by the Japanese Army in the amount of \$ _____.

2. The circumstances in connection with my imprisonment which required such expenditures are as follows:

- a. Military organization at time of imprisonment: _____
- b. Date claimant came under Japanese control: _____
- c. Amount of personal funds in claimant's possession when claimant came under control of the Japanese: _____
- d. Date claimant was released from Japanese military control: _____
- e. Amount of personal funds in claimant's possession when claimant left Japanese military control: _____
- f. The necessity for the extraordinary expenditures for which claim is made arose from the following facts (set forth facts in detail): _____

3. A detailed list of the source of funds expended and the amounts and nature of the expenditures is set forth on the reverse side hereof made a part of this sworn statement. No Government funds are included in the claim.

4. The expenditures listed on the reverse side hereof were made by the claimant under conditions of urgent and unforeseen public necessity.

5. Reimbursement for such expenditures has not been obtained from any other source and no other claim for reimbursement has been made.

6. Amount received from U.S. Army for subsistence for period in Japanese control \$ _____.

Home Address:

(Street) 56 (Signature of Claimant)

(City and State) (Serial number Grade Branch)

(Present military address)

Subscribed and sworn to before me at _____ this _____ day of _____, 194_____

(Notary Public or officer or official authorized to administer oath) Name and Title

JAM/dot

FROM: Chief of Claims. TO: Major Leon D. Latham, Jr. 27 April 1945.

1. I have noted the matter which Lt. Col. Graham of Recovered Personnel brought to your attention and got you to handle. Evidently he failed to tell you that he had taken a similar matter up with me, and that I had refused to consider it as a claim against the Government for property and services rendered the United States. 2

2. The fact that an American citizen, for reasons, the nature of which would make no difference, advanced sums as loans to other interned American citizens who executed their personal note therefor, would in nowise obligate the United States to repay the lender. The only similar provision which I know of is that relating to expenditure made by military personnel in escaping from the enemy or enemy occupied territory. Reimbursement even then can be made only to, and upon application of such personnel.

3. I think that matters of the type outlined by Col. Graham should be treated as being a personal matter between the parties involved. It has no basis as a claim against the Government. We will have enough headaches without attempting to handle something with which we are so obviously not concerned.

4. Don't let them impose on your good nature!

J.A.M.

HEADQUARTERS
CLAIMS SERVICE, AFWESPAC

INTER-OFFICE CHECK SHEET
Do Not Remove From Attached Sheets

Subject:

FROM: Chief of Claims TO: Director Investigating Service 2 Feb 46

1. Attached appears to be a recommendation by an officer that two individuals who sold supplies to interned Americans be granted an award in recognition of their services over and above the price which was paid them for the supplies.
2. No claim has been filed, but the War Department desires an investigation and recommendation.
3. This type of investigation is very indefinite, but see what can be done towards establishing the facts as set forth in basic communication.

/s/ J. A. Myatt
/t/ J. A. MYATT
Colonel, JAGD
Chief of Claims

FROM: DIS TO: CHIEF OF CLAIMS 15 Feb 46

1. Attached hereto report of Investigating Officer pertaining to above.
2. It will be noted that from the information obtained from those individuals who are available, no claim has been made nor will be made on their behalf. It is felt that nothing further can be done by this office under the present existent policies, inasmuch as the obligation is a moral one.
3. It is recommended that no further action be taken by Claims Service until a claim is filed.

s/ F.W.
t/ F.W.

15 February 46

INVESTIGATING OFFICER'S REPORT

1. Per verbal instructions, investigation of facts pertaining to individuals who sold supplies to interned Americans was conducted.
2. Attached is a copy of a report submitted by one of the individuals named and a copy of the story of the Cabantuan underground. These ~~may divulge~~ certain interesting information and do mention at least two of the individuals referred to in the basic communication.
3. Mr. Tomas de Guzman was interviewed at the Psychopathic Hospital in Manila. The doctors believe that his derangement is incurable. However, he was at the time of the interview fairly rational and able to give some information. Although according to the authorities, any statement he might sign would not be considered competent. The main fact that was brought out in the interview with this man was that he was paid in full for services rendered, and has no claim against the United States Government.
4. Mr. Horacio Manaloto concurred with the statement of Mr. de Guzman that he did not have any claim against the United States Government, and that he was paid for the supplies that were sold to interned American prisoners.
5. For information purposes, the following addresses are given for future reference if desired:

Col. Harold K. Johnson
1421 South 2nd St.
Aberdeen, South Dakota

Horacio Manaloto
Draftsman in the Water Division
Cargo Operations Branch
Booking and Manifest Section
Port Command

Dr. Agustina Parunga
(wife of Tomas de Guzman)
Baguio General Hospital

Constancia de Guzman
(sister of Tomas de Guzman) ⁵⁸
Nurse at Phil. Gen. Hospital

Father and brothers of de Guzman
47 Burgos St., Cabanatuan
Nueva Ecija

Capt. Hassig, (brother-in-law of
Col. Mack referred to in report)
Control Section, Water Division
Durham Building

/s/ Nathaniel Israel
/t/ NATHANIEL ISRAEL
Capt., Infantry
Investigating Officer

50. Story of Naomi Flores and the Cabanatuan "Underground"

Among the many Filipino visitors to the Santo Tomas camp during these colorful days was Naomi Flores, a stocky, 22-year-old Ilocano girl, who for nearly 3 years risked her life as the principal contact agent at O'Donnel (Capas) and later at Cabanatuan in the underground communication and supply system established between these prisoners-of-war camps and friends and relatives of the prisoners in Manila. She was arrested and "investigated" by the Japanese military police three different times and was once tortured for a week in Fort Santiago, but they were never able to obtain any evidence against her until later, and that time they failed to capture her. What impelled this simple, though intelligent young girl to accept such risks and run such fearful dangers to herself, remains a mystery of human motivation. The answer is perhaps to be found in the fact that, as an orphan, she became the ward of an old-time Constabulary officer and governor of the Mountain Province, Col. W.E. Dossor. At the time the war broke out, she was employed in the beauty-parlor of Mrs. Mary Holland. When Mrs. Holland was interned at Santo Tomas, Naomi continued to live in her house at 116 Alhambra, Ermita.

Early in August, 1942, Naomi accompanied Mrs. John Utinsky to the prison-camp at O'Donnel. Mrs. Utinsky was the wife of an American mining engineer who had joined the USAFFE and who was then a war-prisoner. She herself was a Canadian, but had avoided internment by posing as a Lithuanian. Provided with a false passport, she tried to contact her husband in Bataan, but had been unable to do so. Now she learned that he had probably been transferred to Cabanatuan. However, she and Naomi did meet Dr. R. Y. Atienza of the Philippine Red Cross and discussed with him how they might get medicines and food to the prisoners. Atienza said he would consult Colonel Duckworth, with whom he was sometimes able to exchange a few words. The doctor hereupon contacted not only the Colonel, but also General Stevens and Chaplain Tiffany, and they agreed that help then would save many lives. So it was arranged that whatever supplies Mrs. Utinsky and Naomi might be able to bring to O'Donnel would be smuggled into the camp by Dr. Atienza and one of the prisoner truck-drivers.

Beginning in a small way by selling their own furniture and jewelry, the two women were soon obtaining donations from many others which enabled them to bring considerable sums of money and quantities of supplies, mostly medicines and beans and coffee, to the camp. Naomi traveled weekly between Manila and O'Donnel by train or bus, dressed as a poor market-vendor. In October, she personally met General Stevens and Colonels Duckworth and Shock. Dr. Atienza taking the risks to bring her into the camp. They expressed their gratitude and asked her to go on with the work but to be very careful.

That same month the majority of the American prisoners were transferred to Cabanatuan, and new arrangement had to be made, and as Duckworth and Stevens had been taken to Bilibid to be transported to Japan, she got into touch with Colonel Mack of Cabanatuan in January 26, 1943, and a plan was worked out according to which Naomi would leave her packages of letters, money, and supplies under some bridge or culvert near the camp to be picked up by a prisoner grass-cutting detail and conveyed to the camp in the gang's pushcart. Major Utinsky had in the meantime died, and Mrs. Utinsky who had unhappily never been able to get in touch with him, now said that she would have nothing more to do with the underground as it was too dangerous but when Naomi got things to running smoothly once more, Mrs. Utinsky again decided to resume her part. Naomi usually traveled by train and then walked eight kilometers with her packages concealed in a market basket, to somewhere near past the camp. She would deposit them in some place of concealment, previously agreed upon, and would remain nearby until ⁶⁶ Fred Treatt, the pushcart man, would come to get them, signalling to her when he had done so. If he could not or dared not take all the packages, he would joggle his foot to indicate this, and she would go back to get those which remained and place them there again the next day. The hiding place was frequently changed. 2-8

Mrs. Utinsky and Naomi got many of the Manila donations through Fathers Loler and Kelly of the Malate Church and Bishop Binstead of the Episcopal Church, and medicines and money from Dr. Tee Han Kee, the Chinese owner of a big drug store in Manila. Early in 1943, Ramon Amusategui, a Spaniard, joined the two women in the work, and also his sister-in-law who was the wife of Captain Short, a war-prisoner and Kurt Geuntner, a Swiss, who was his brother-in-law. After this, Naomi began to carry considerable sums of money for Juan Elizalde, Amusategui himself, Joaquin Mencarini and his wife, Mr. & Mrs. Haig Assidurian, Pietro Pirovano, and Vicente Madrigal. Most of this was turned over to Major Howard Cavender for distribution

in the camp. Duggleby, interned in Santo Tomas, sent $\frac{1}{10}$,000 to Colonel Mack every two weeks for the mining men among the prisoners. Another receiver and distributor in the camp was P.D. Rogers, former governor of Sulu. Ernest Johnson of the U. S. Maritime Commission, interned at the Doctor's Hospital in Manila at that time, also sent large sums of money very frequently for the camp hospital. Most of this money was collected by Amusatogui or by Mrs. Utinsky in Manila, and taken by Naomi to Cabanatuan.

Naomi was arrested several times, but not in connection with the underground communication system. Her first arrest occurred in October 6, 1942. Colonel Gilhouser, a retired Constabulary Officer interned in Santo Tomas, had asked her to take care of three American soldiers who had escaped from the Japanese and she kept them in Mrs. Holland's house for a month. Then one of them, known to her only as Barney got careless and accepted an invitation from a Spanish mestizo girl in the neighborhood who was living with a Japanese captain and was herself a spy. The young soldier was seized at her house and was later executed. Possibly he talked under torture, for the Japanese now also raided the Holland house and caught one of the other soldiers, Tommy Lasa; the third "Frank" got away and Naomi never saw him again. Naomi herself was also arrested and she and Lasa were both taken to Fort Santiago. She was tied up and put into a dark cell, questioned, beaten, burned on the legs with hot irons, and made to kneel for hours on the edge of a sharpened strip of bamboo, but the Japanese did not know anything about her O'Donnell activities, and after a week, when she had signed a pledge that she would never have anything more to do with Americans, she was released. Lasa was held at Fort Santiago for nine months, but was then released because he had papers indicating German citizenship; they were counterfeit.

Naomi was arrested a second time, early in 1943, at the Tutuban railway station in Manila, but only on suspicion. She had just stepped off the train from Cabanatuan and was carrying letters and receipts under her skirt. She was taken to Fort Santiago and searched, but escaped close examination by telling the military police that she was "sick". She was let go at the end of the day. After this, however, she thought it advisable not to travel so frequently between Manila and Cabanatuan, and remained at the latter place to manage affairs at that end, of the system, while another brave young girl, an American mestiza, Evangeline (Vangé) Neibert, traveled back and forth.

Late that same year, 1943, when Naomi happened to be in Manila and at the house of Mrs. Utinsky, she was again arrested and taken to Fort Santiago, but she was only questioned about her friend and asked whether the woman was not a spy. Naomi answered that all she knew about her was that she was a Lithuanian and unmarried. She was released the following morning.

A few days later, back at Cabanatuan, Vange failed to arrive at the expected time and Naomi was so worried about her that she went back to Manila to find out whether there was anything wrong. Her train was delayed at Bigaa and she arrived late, fortunately, it proved, for she learned on telephoning a friend that Mrs. Utinsky had been arrested too if she had one there. Vange, she was told, was laying low. Mrs. Utinsky was questioned and beaten, but Amusatogui went bond for her and she was released after a week. The group suspended its activities for nearly a month, but then started up again.

On the whole therefore the little ring operated very successfully for nearly two years, but then came disaster. On May 3 1944, Treatt was caught at a bridge near the camp with money and letters. 20

Naomi was in a friend's house nearby, looking out of the window with her friend's baby in her arms. She saw Treatt seized, saw the Japanese coming to her house. She put down the baby and escaped by way of a back window. She was pursued, and after several hours Japanese in cars drove up and down the road to Cabanatuan looking for her, but every time she saw a car coming she would go into a house along the road, asking for a drink of water as a pretext to keep out of sight.

When she finally arrived at the town of Cabanatuan, she went to the house of a friend, the Meglayas, who had been helping her in her work for several months. She feared that the Japanese might somehow identify at least some of the persons to whom the captured letters were addressed as well as some of those who had written them although aliases were always used. Perhaps they had already learned

from their spies that she was "Looter"; Amusategui, "Sparkplug"; Mrs. Utinsky, "Shorty"; Manaloto (a Filipino go-between at Cabanatuan), "Mutt"; Colonel Mack, "Liver 19"; Treatt, "Mango"; Duggleby, "Gupit"; and so on.

She and a daughter of the Maglaya family, Joffie had had their picture taken together a few days before by a Japanese photographer in the town, and the two girls therefore, immediately went to his studio to get the prints and succeeded in getting the negative as well. This proved to be a wise precaution for just after they had left the place, the military police drove up and entered. The two girls dodged into a church. That night at 4 o'clock in the morning, the Maglaya home was raided and all the inmates were arrested, the father, mother, daughter (a sister of Joffie) two visitors from Manila, known to Naomi as Mrs. Smerfield and Mrs. Jarrett, and two Filipino men and one woman who had been hired to cut pipe-tobacco to be smuggled into the camp. Naomi and Joffie, however, had gone to another house to spend the night, and were not taken. Young Manaloto and his wife were arrested that night, as were Mrs. Victorina de la Cruz, in whose house Naomi had been staying and Manuel Rivera in whose house she sometimes took her meals. Naomi believed that a certain Kistring Dombrique, who had a store near the bridge where Treatt had been seized had turned informer.

Those who had been arrested were taken to the prison-camp where they were all mistreated and some tortured for fifteen days. Manaloto and Mrs. Maglaya and Joffie's 21-year-old sister, Mrs. de la Cruz, and Rivera were all given the "water cure", had water poured into their noses every few hours for a whole day and being questioned in between times. None of them talked. They all claimed ignorance and after another week of incarceration in the Cabanatuan ~~town~~ jail were released.

Treatt also, though tortured gave out no information. He claimed he had only "found" the letters and the money. Some thirty or forty of the war prisoners in the camp were punished, beaten, and made to go without food. Colonel Johnson got word to Naomi to go into the mountains and keep away or she might be taken and tortured, possibly be made to talk, he said, and they they would all be slaughtered. Naomi and her friend Joffie, therefore, spent the next six months in the Sierra Madre and Mapait mountains under the protection of the Hukbalahap guerrillas.

Naomi's disappearance did not end the matter. Later in Manila, Amusategui was arrested and several members of the Elizalde family, Pirovano and others. Whether in connection with this case or another, Antonio Escoda and his wife Josefa Llanes Escoda, who were members of another underground group were arrested. The Mencerinis were arrested then in Santo Tomas, as has already been told Duggleby and Johnson, and also Gridell, the Chairman of the Internee Committee; and Larsen another internee. Naomi had never had any dealing with the two latter. Of the Elizaldes, all but Juan Elizalde were released after a few weeks. It was said that Amusategui was executed, he having assumed the responsibility for everything, but the bodies of the four men from Santo Tomas were also discovered after liberation; apparently they had been beheaded. It was probable, too that the Mencerinis, the Escodas, and Elizalde and Pirovano were killed in the final massacres if not before. How Fathers Lola and Kelly met their end has already been recounted.

All these people among them the wealthiest and most influential in the country were executed or murdered for the heinous crime of donating food and medicines and money to save the lives of at least some of the soldiers of America and who had become the wretched prisoners of the Japanese beasts.

68

The Escodas were associated with the Volunteer Social Aid Committee, the "VSAC" to which such prominent society girls as Helen Benitez, Pilar Campos, and Betty Wright belonged. Their "contact" at the Cabanatuan camp was Commander Davis. Unfortunately, some of the members and attaches in the "VSAC" were suspected of speculation, the selling of donated medicines, etc. Mistrust developed and the Amusategui group even came to suspect certain individuals in the other of being carried so far by the competitive spirit as to turn informers. Commander Davis was taken out of the camp by the Japanese and was presumably among those drowned on one of the torpedoed Japanese prison ships. Pilar Campos, against whom there was never any suspicion was killed in the February massacres.

A third organization the Chaplain's Aid Association had Lulu Reyes, another socialite as a front. It worked formall through the Japanese and was sup orted by Father Hurley and other church dignitaries, but in spite of this, Father Euthenbruch, a German, the principal go-between, was executed by the Japanese in December or January for underground activities.

3 March 1945

The General Headquarters
General MacArthur's Staff
Through the Counter Intelligence Corps
Cabanatuan, Nueva Ecija

Gentlemen:

On the advise of a released American war-prisoner, I have the honor to submit herewith a confidential report of the activities of an underground organization, of which I was a member, to help the lot of American war prisoners. The undersigned does not claim credit for himself, but for the whole members and donors who gave their wholehearted support that this organization might achieve its name. In the succeeding pages, this report is arranged as follows:

- I. MY WORK BEFORE THE PACIFIC WAR.
- II. THE COMING OF THE JAPS.
- III. THE TRANSFER OF THE AWS TO CAMP I AT CABANATUAN.
- IV. HOW I HAPPENED TO BE AN UNDERGROUND OPERATIVE.
- V. THE UNDERGROUND SOCIETY.
- VI. HOW I SMUGGLED SUPPLIES, LETTERS, AND MONEY IN THE CAMP.
- VII. HOW I DELIVERED NOTES, LETTERS, AND OTHER THINGS TO MANILA.
- VIII. THE UNFORTUNATE DISCOVERY.
- IX. THE COMING OF THE AMERICANS.

Very respectfully,

/s/ Horacio Manaloto
/t/ HORACIO MANALOTO
(Underground name: Mutt)

Cabanatuan, Nueva Ecija.

I. MY WORK BEFORE THE PACIFIC WAR.

I was a drawing teacher in the Nueva Ecija Trade School at Cabanatuan, exactly seven and one half years on the day the Japs started their undeclared war. Like most married teachers in the Islands, I found it hard to live on eighty pesos a month, but tried to stretch my pesos till I found they can be stretched no longer. Anyhow, my family including my parents, my borthers and sisters, managed to live decently on my pay envelop.

II. THE COMING OF THE JAPS.

The infamous bombing of Pearl Harbor and the subsequent invasion of the Philippines jarred the life out of our placid existence. We evacuated to the mountains where we lived the life of a recluse. We have heard of the savage and barbarous acts of the Japs who looted, raped and killed the inhabitants of the town they entered, and it only made us the more resolved to evade them, especially considering that I had been one of those who guarded the civilian Japs who were rounded up and concentrated in a camp at Cabanatuan at the outbreak of the Pacific war.

Still apprehensive and still evading the sight of the Japs, as we do the plague, we returned to the north edge of the town, our little savings all dwindled away after five months of untold misery in the wilderness of our retreat, to find our new home very comfortable. We managed to live as best we could until we got hold of a cart and carabao which set us on foot again. We (a co-teacher of mine in the Trade School pooled our resources together) used to go to remote barrios and out-of-the-way-places, bringing goods in our cart and selling or bartering our goods for whatever customers have or whatever they can afford.

III. THE TRANSFER OF THE AWPs TO CAMP I AT CABANATUAN.

The transfer of the AWPs to Cabanatuan from Capas was news to the town people. We saw the prisoners being taken to Camp I on foot. Dodging Jap guards all along the road to Bangad (camp site) the people kept passing or throwing food to the AWPs. Footsore, hungry, and fatigued, several AWPs were left behind their lines. These were later picked up by passing Jap trucks on the way to the Camp. It was exciting to see people passing food through the barbed wires of the camp, knowing full well that the Japs heavily guarded the surroundings. However, these people still managed to cater to the AWPs unknown to their Jap captors. The Americans who were able to received food that way were very grateful and tried to pay for this food three or four times the usual price, even if the people declined to receive payment.

60

IV. HOW I HAPPENED TO BE AN UNDERGROUND OPERATIVE.

After several weeks in Camp I, some AWPs were permitted to buy supplies in town but only under heavy guards. The prisoners left in camp made their orders from these AWPs who were able to secure permits. We saw General Stevens twice doing his shopping accompanied by Jap Officers. Those prisoners with permits do their shopping right in the market. This practice was stopped when one Filipino women was caught passing a note to a prisoner. Needless to say, the Jap MP took care of this woman and it is common knowledge that the Jap MPs know their business when it comes to punishing offenders.

Later, the practice of giving permits to AWPs shoppers was stopped, and they were only permitted to buy from stores outside

the market. Jeff (Tomas de Guzman, a co-teacher of mine) store was lucky to have an AVP commissary officer as his customer. The officer came to the store twice a week to do his shopping. During this time, these Americans were able to pass checks, paper money, and other valuables to be cashed, barged or sold.

A few weeks later, the practice of giving permits to prisoners to do their shopping outside the camp was stopped altogether. Col. Kremer (commissary officer during the earlier part of the prisoners' transfer to Camp I) got permission from the Jap supply officer to let Jeff and his brother Olympio enter the camp to cater supplies and food to the prisoners. I was taken by Jeff as a helper and, henceforth, I was able to enter the camp. Thus began the period of my underground work for the AWPS. I was a lone worker at first. I managed to smuggled in the camp notes and letters of wives or friends of some prisoners; also food and medicine not in the approved order sheet of the Japs. I do not know how I escaped all these but Providence willed that I be alive to tell the story.

Col. Johnson relieved Col. Kremer as commissary officer after a few months - supposedly on account of the later's health. This time, caterers and merchants with permits to enter the camp were rigidly inspected. Boxes and containers were likewise inspected for smuggled supplies or letters. Signs prohibiting Filipinos to talk to the prisoners were posted conspicuously. Merchants could only talk to the commissary officer while in front of a Jap interpreter.

One word on the living condition of the AWPs. Most of them wore only G-strings, were barefooted, and were thin with several kinds of tropical ailment. This is especially true with the prisoners in the hospital group. Almost fifty percent of the internees were sick or dying. "19 T" (Col. Mack) told us that after we were able to smuggle in food, medicines, clothings, and money, the percentage of death and sick prisoners gradually declined.

"Makabuhay" (Col. Johnson) came to know me appreciably well. He told me that a certain lady without permit will contact me regarding some supplies she wants smuggled inside. I understood these supplies, and requesting Makabuhay to help her. I did not know then that there was another operative in town. Makabuhay told me that the lady is O. I. He gave me her name as Naomi Flores. She came to town one day and talked the business over with Jeff and me. From that day, I ceased to be a lone-wolf and was incorporated in the underground society of operatives to help AWPs within its reach.

V. THE UNDERGROUND SOCIETY.

This particular underground society had its head office in Manila. I was introduced to Aunty as a fellow who is willing to help the cause. I met Sparkie and Vangie. I gathered that Sparkie did plenty of work in soliciting donation, buying medicines and supplies, while Aunty take care of wrapping (wrappers had code numbers) and sealing these supplies with the help of several underground members. I think Sparkie and Aunty deserve a lot of praise and congratulation for convincing our Filipino Spanish residents to help our cause. (These people need not be convinced. They give freely). Sparkie prepares the supplies and other things for the AWPs at Cabanatuan as soon as I call him to tell him that I just came in. The organization received substantial donation of medicines, shoes, renovated clothes, money, and

other supplies for the hospital in Cabanatuan. Aunty does practically the same work as Sparkie. Aunty was licked in Fort Santiago on question of her true nationality. However, prior to Aunty's released, Sparkie was blackmailed for the sum of five thousand Jap notes, supposedly to fix her case and at the same time to avoid involving the society. After she was released, we refrained from frequenting her place as a precautionary step.

VI. HOW WE SMUGGLED SUPPLIES, LETTERS, AND MONEY IN THE CAMP.

Before I met Looter (Naomi Flores), she had been doing underground work near a small bridge. (The "cart detail" manned by ANPs used to pass this way.) She came from Manila to Cabanatuan at the direction of the head office. Looter, I understood, was a released guerilla, so she stayed permanently at the edge of the town on the way to the prisoners' camp. Vangie used to do the carrier's job from Manila to Cabanatuan. After becoming member, I took care of this work because the Japs got suspicious of Vangie's movements. She kept away from Cabanatuan and went hiding in Manila. Most of the personal packages were handled by Looter and Josefa (another member) while I smuggled in food, supplies, medicines and money for the hospital. Jeff sometimes helped me with my works. Looter's method of smuggling things in the camp was through the cart detail. She took care of getting outgoing letters and acknowledgements from prisoners and passed these to me beginning that time when Vangie stopped coming to Cabanatuan. This branch I took to Manila on my frequent trips. (See VII) My methods of smuggling in camp can be enumerated as follows:

- a. Concealing letters, money and medicine in coffee bags, black pepper bags, or sometimes in cassava sacks.
- b. Listing down supplies in our regular invoice and making it appear that the commissary ordered these supplies and were supposedly paid for. (Less risky.)
- c. Telling Col. Johnson to include in his next order donated food and other supplies ready to be smuggled in. Delivery is made in accordance with method (b).

VII. HOW I DELIVERED NOTES AND LETTERS TO THE HEAD OFFICE OF OUR ORGANIZATION.

My method of delivery of notes and letters to Manila was easier than that of smuggling things into the camp. I concealed these letters in used banana leaves and make them appear like a native dessert. These were placed on top of bag of vegetables. My credential from Col. Johnson were concealed in the fold of my shirt at the back. Jap MPs took my dessert for granted. Sparkie used to receive me at his office after making my appointments.

VIII. THE UNFORTUNATE DISCOVERY.

I came from Manila May 1, 1944, and Looter went to the store to get the stuffs she had to smuggle on May 2. In the afternoon of the same day, I went to see her and Josefa. I gave them a note addressed to Makabuhay to be wrapped with the rest of the letters and notes which Sparkie told me to write about a possible loan of fifty four thousand Jap notes which the ANPs wanted to procure on the strength of their promissory note. I advised them to be cautious. In the afternoon of the start of the next day, Josefa came to me, pale and out of breath. She told me that the prisoner who picked their packages under the bridge was caught red-handed. I was uneasy. Josefa did not stay long. After she had gone, I decided to see Looter, who told me the prisoner was not aware that a guard was following behind. The prisoner was caught in the act of hiding the smuggled packages in his (prisoner's) canteen pocket. The prisoners and his companions were all tied, beaten and taken back to the Camp. The next day, Jeff, Olympic, and I were picked up by one of the Jap officers of the Camp and were locked in

different cottages in the camp compound. That same evening, Jeff and Olympic were released while I was left behind. I forgot to keep track of the passing days. I was given boiled potatoes for breakfast and boiled rice and mustard leaves for lunch and dinner. The Jap camp officer and an interpreter blundered in their first investigation. They got mixed up with their dates, affording me an air-tight alibi, so that postponed the investigation and finally decided to let the Jap MPs handle the case. On the last morning in Camp, I was taken to the camp's Administration Officer where I saw about eighteen prisoners being tied by the MPs; also two Filipino (a fat woman and a young man) whom I understood were the ones the interpreter was referring to on the night I was first investigated. Then we were all literally thrown on a waiting truck. On the way out, some Filipinos were hauled on the truck. We were taken to the JAP MP office in town. We, Filipinos, were taken to the MP's quarters, while the AWPS were locked in the rooms below the MP's office. In the group I was with, I recognized Josefa's mother and father, and the fat woman. I did not know the rest of the group. Investigation started as soon as we reached our places. Through interrupted whispers, I learned from Josefa's mother that Looter and their daughter were able to leave town the day we were pinched. I was the last to be investigated that day. During the investigation, they wanted to know my connection with Looter and Josefa. Throughout the proceedings, I denied having any connection with them. The Jap asked me where Vangie was. I told him I don't know anybody by that name. The investigator grabbed a glass of water near him and splashed the water on my face. He kicked both my shins and struck me with his fist on my left jaw. Stunned for a few seconds, I was allowed to go back to my place and think things over. That night I learned that the fat woman squealed on me. The young man, I learned, owns the house where Looter used to stay, told the Japs that I used to stop at their house and make appointments with Looter. I gathered from the rest of the group that the Japs wanted to know Looter and Josefa's whereabouts. That night I was not able to sleep because my whole body ached.

The next day investigation was resumed. I noticed that my companions were not hurt. They were told to take their places after they were briefly questioned. Again I was last to be called. This time, when I claimed ignorance of Vangie, the investigator strangled me till I was half conscious. He (investigator) placed the sole of his shoes on my feet and pinned me to the wall when I told him I knew Looter and Josefa only because they used to order goods from me and not for any other reason. He got mad and hit my head with a piece of wood intended to be used as a window jamb. I was not able to see light for a few seconds. I was told to go back to my place and again advised to think things over. I literally crawled to my corner. Josefa's parents were very sorry for me. That afternoon, four of our companions were released after a brief questioning. Josefa's mother and I were the only ones left after the third day.

63
For four succeeding days, I was tortured, but each day I made the same statements to different investigators. I learned throughout the questioning that the Japs learned my connection with Looter and Josefa from people near Camp I. By that time I had already swollen fingers, aching sides and shins, and black back. Everytime I came out of the investigation room, I would find Josefa's mother crying.

Through snatched conversation, I learned from Josefa's mother that the Japs got the names and addresses of all their relatives. Asked what they knew about Looter, they declared that all they know was that Looter went to Manila regularly. They do not know why. Asked why they knew Looter, and they answered because she was a friend of their daughter. I gathered that they were being held on the expectation that Josefa might show up if she knew that her parents were being held because of her.

I was last investigated one day before I was released. That time the Japs thought they had a closed case. They knew I used to stop at Looter's place and deliver packages and that I go to Manila very often. These packages they claimed were the ones they found in the hands of a prisoner. For each of these charges I had very good replies. I reasoned out that these packages contained coffee, ham, and beans which mistook them for letters. I made frequent visits to Manila I said because the AWP's placed their orders with our store, three or four times a month. Thinking they can break me down by inquisitional methods, I was tortured till I was dizzy. I remember I have had nothing to eat since breakfast. Everytime I was told to tell the truth I answered back that I was telling them the whole truth. When I was told to stand I thought my legs and arms were falling apart. I had to rest a little while and get my bearings before I could stand. Thinking they really could no longer get information from me, they sent me back to my place. When I reached my place, Josefa's parents gave me boiled potatoes and rice which they have saved for me since morning. That night I planned to escape but Josefa's mother discouraged me. The next morning, Josefa's parents were released after a brief questioning. I thought I was in for life. At noon the Japs brought again the fat woman. This time I could hear the questions and her answers because she was investigated right in front of my place. Her answer now were that she was not sure if the packages I used to hand Looter contain letters. The investigators shoved her out of the room. The investigator went to my corner and told me that I can go home, but that I should report any news of the whereabouts of Looter and Josefa.

Everybody in the house were surprised when they saw me. They thought that I was already executed. Jeff's wife examined me (she is a doctor) and gave me the necessary prescription.

Four days afterwards, Jeff's family went to Capan, leaving me, my family and his brother Edilberto. Three days later, the officer from Camp I, who locked me up the first time, came to our store. He questioned me in his automobile while three armed Japs guarded me. This time I learned that they had unearthed some more names. He asked me if I knew persons by the names of Jeff, Mutt, and Sparkie. I told him that I do not know anybody answering to those names. He asked me if I knew somebody by the name of Ramon Amestegui. I answered in the negative. He shouted at me. He thinks he said my real name is Mateo (same sound as Mutt) and that I had been released by the MPs on their belief that I was innocent. He said no, because he saw my name among the notes and letters they caught. I knew this was a bluff. Evidently he had to make sure so he sent me back to the store and wait for him there. If he come back after ten or fifteen minutes, I knew he will not be able to reach me because the moment I heard his car leaving, I instructed my wife to burn all my photographs and that under no condition should she divulge my whereabouts. I left that night and slept in my god-father's house who sympathized with my plight. He hired a caless four o'clock the next morning and took me to San Isidro, his hometown. Several days afterwards, he sent me words that the Japs from Cabanatuan were looking for me, but that Edilberto told them that I was in Manila. Luckily my family transferred to my god-father's house the day the Japs came back. I practically lived a hermit's life. After a week stay in San Isidro, I sent a friend to contact Sparkie in Manila, also locked up in Fort Santiago. I don't know how the Jap Intelligence worked but I am still solving up to this day how they blasted our organization wide open.

With prices of commodities very high, my family saw our small savings getting very low until finally we had not even a cent. To raise money, we had to sell practically all our valuables, clothings, and shoes. Even these were not enough, and we used to ask helps from friends. One day we heard of the coming of the Americans.

IX. THE COMING OF THE AMERICANS.

The landing of the American liberation forces on Leyte gave us hope and the landing of the Americans on Luzon gave us life. Today we are a free people. Though still out of job, we lead a happy life, unmarred by nightmarish dreams of torture and persecutions. Today we face the future with the calm assurance that we can plan our lives unmolested. And we have faith that the Stars and Stripes will lead us on the brighter realms of peace and prosperity.

Hickman, Herbert William, (Herb Ward) unresolved.



The name Herbert Ward appears on the Philippine civilian pay rolls as follows:7

Watchmen Force, Philippine Quartermaster Depot, Manila.

For the period 16 to 30 November 1941, Watchman, \$1320 p.a., unclass., not subject to retirement deduction, paid \$47.66 for 13 days, voucher #237, December 41 accounts of J. R. Vance; Marginal notation shows @Temporarily emp, eff. Nov. 18, 1941.!

Pay roll signed by employee, tracing of signature attached.

The name Herbert Ward was not reported as a casualty by the Office of the Quartermaster General. No file has been received for this man to date.

Herbert Ward

Ward. 20 Feb 44

Herbert W. Hickman - June 1946

WAR DEPARTMENT
THE ADJUTANT GENERAL'S OFFICE
WASHINGTON 25, D. C.

-BATTLE CASUALTY REPORT

NAME WARD, HERBERT		SERIAL NUMBER --	GRADE <i>Civ. Emp.</i>	ARM OR SERVICE <i>Emp.</i>	REPORTING THEATRE
PLACE OF CASUALTY Philippine Camp	DATE OF CASUALTY DAY MONTH YEAR -- -- --		FLYING OR JUMPING STAT	TYPE OF CASUALTY POW	SHIPMENT NUMBER 272120-7-U-1X

NAME AND ADDRESS OF EMERGENCY ADDRESSEE

THE INDIVIDUAL NAMED ABOVE DESIGNATED THE FOLLOWING PERSON AS THE ONE TO BE NOTIFIED IN CASE OF EMERGENCY, AND THE OFFICIAL TELEGRAPHIC AND LETTER NOTIFICATIONS WILL BE SENT TO THIS PERSON. THE RELATIONSHIP, IF ANY, IS SHOWN BELOW. IT SHOULD BE NOTED THAT THIS PERSON IS NOT NECESSARILY THE NEXT-OF-KIN OR RELATIVE DESIGNATED TO BE PAID SIX MONTHS' PAY GRATUITY IN CASE OF DEATH

MR.-MRS.-MISS--FIRST NAME--MIDDLE INITIAL--LAST NAME	RELATIONSHIP	DATE NOTIFIED
NO. AND NAME OF STREET--CITY--STATE		

REMARKS: **AG 383.6 (27 Sep 44)** CORRECTED COPY
US2303 thru PMG IRC Japan. Birth date: 1902. Yosetuko.

ACTION BY PROCESSING AND VERIFICATION SECTION: REPORT VERIFIED FORM 43 AG 201 REQ
CASUALTY BRANCH FILE ATTACHED OR CHARGED TO DATE
PREVIOUSLY REPORTED NO YES (AS INDICATED BELOW):
FILE NO. MESSAGE NO. TYPE DATE AND AREA E. A. NOTIFIED
FORWARDED TO
SPEC. IDEN. TELEGRAM WOUNDED LETTER CORRES. S. R. & D. CERTIF. M. & M. NON DEL.
REPORT NOT VERIFIED NO FORM 43 NO CAS. BR. FILE CHECKED BY *Jessie 11/4/44* REVIEWED BY *Quidley*

THIS SPACE FOR USE OF MACHINE RECORDS BRANCH, A.G.O.

ACCT. AREA	CASUALTY STATUS	ORIGINAL CAS. DATE			MESSAGE NO.	LATEST CAS. DATE			REFERENCE AREA	CREW POS.	RESIDENCE		COMP	RACE											
		DAY	MO.	YR.		DAY	MO.	YR.			STATE	COUNTY													
34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59

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W.D., A.G.O. FORM NO. 095
12 JUNE 1944

PARAPHRASED CLASSIFIED INFORMATION
NOT TO BE REPRODUCED

This individual identified as Ward, Herbert, Civilian Employee, Watchman QMC, Manila. Worksheet attached.

B. Morgan
B. Morgan, 21 Oct 44
Spec. Iden. Unit

Case for A. B. & D. Sec.

McB.
T. B. Smith
23 Oct 44

Oct 18 11 40 AM '44
MAIL & MESSAGE SECTION
CAS. BR. WASHINGTON, D.C.

Barry
20 Oct 44

Conclusions: It is concluded that Ward, Herbert should be identified
as Ward, Herbert, Civilian Employee, /QMC, Manila.
Watchman,

Recommendation: It is recommended that the above identification be
made.

Date 21 Oct 44

B. Morgan
B. Morgan

Investigator

Forwarded, recommending approval.

The above recommendation for action is approved.

Date 21 Oct 44

McBiehn

Supervisor

The above recommendation is Approved.

Remarks: Case for I.R. & D. Sec.

Date 23 Oct. 44.

Tommy DeG...
Officer in Charge
Spec. Ident. Unit

SPECIAL IDENTIFICATION UNIT

REPORT ON Ward, Herbert , NS SHOWN ON CASUALTY
Name ASN
REPORT 272120 received in Special Identification NS
Number Date

1. Serial number report: None shown.

2. Roster report: None made.

3. Form 43 File shows: Not searched.

4. Visi-card File shows: No record Ward, Herbert.

5. A.G.O. records show: Not searched.

6. Other action: S.R. & D., has one Ward, Herbert, Watchman, QMC, Manila,
Temporarily employed 18 Nov 41, at \$1320 p.a., pd. 30 Nov. 41.

PMGO has one Ward, Herbert, Deported on Bern 8176. Age 40, Seaman, Santo
Tomas (Nat. Psych. Hosp.). No correspondence on file in PMGO for Ward,
Herbert. No record of a previous report in Cas. Br. file.

No record in QMC, per Miss Cooper. No record as a Merchant Seaman, per
Mrs. Schilker, Ext. 61865.

21 Oct 44

Date

B. Morgan

Investigator

Mr. Herbert Williams Hickman (known professionally Herb Ward) is reported to be in Santo Tomas camp. When he arrived in camp in 1942, he was suffering from a severe headache due to a head injury suffered on the deck of a vessel in December 1941 when he either fell or something fell on him. However at that time matters were in such confusion that it seemed impossible to give him proper treatment. Upon his arrival at camp he was transferred to a hospital in Manila and after a number of months in various institutions he returned to camp. When seen there in September 1943 by a friend, he was free of symptoms and in good health and working hard.

(Santo Tomas Univ., Manila, P.I., is the site of an internment camp for civilians).

Mr. Harry Coleman
of National City Bank,
New York, N.Y.

Inf. obtained from passengers on M.S. Gripsholm

POW Cor. file.

Miss Findley.

one:

Herbert H. Ward -
14 Jan. 98

Sent to Omaha
8 July 44
DWS
not the man -

Herbert William Hickman

born: Moline, Ill. 23 Sept. 1912

24 June 1936 - issued passport in Honolulu, T.H.,
as entertainer a musician.

went to Shanghai, China, 2 Sept. 1936

Known prof. as Herb Ward

Still in Shanghai 1938

"Paradise Islanders" own trio.

6 Feb 1940 was in England.

Ret. to U.S. from England, was
entertainer by profession, traveled
extensively.

20 March 1940 wrote from address

Kew-anel, Ill, 615 William St.,

Ret. from 5 yrs. tour of world and
wanted his passport ret. as souvenir.

Passport cancelled & ret.

No record of new passport issued
by State Dept. but passport not
always necessary to go to P.D.

In 1940 ^{he stated} (At present time am writing travel article
on various countries.

591 Bubbling Well Road, Shanghai China,
or American Express Co.

G. A. Jensen, uncle
Kewanee, Ill., 615 Williams St.,

1936 - Father: James R. Hickman
Waterloo, Iowa

Mother: not listed.

Single: 1936.

5ft. 11 1/2 inches, brown hair, grey eyes.

Identified in Honolulu by:

Raymond E. Garner

St Elmo, Hotel, Honolulu, T. H.

Passport Division
12 Dec 44

Discontinued Projects Branch, ^{AGO}
911 Douglas Street, Omaha, Nebraska.

20 November 1944

201 File of Civilian Employees Listed Below.

ATT: Lt. H. V. Bair

Casualty Branch, AGO, S. R. & D. Section Munitions 4607 Washington,
D. C.

It is requested that the AG 201 files of the following civilian employees of the War Department be loaned to this office:

Collins, Robert Edward - born 18 December 1916, Arlington, New Jersey.
Mother: Mrs. Cecilia Collins, 190 Davis Ave.,
Kearny, New Jersey.

Known to have been employed by Manila Base QM
Depot, Manila, P. I., CAF-4, \$1800 p.a. during
Nov 1941.

no record

Lee, Ruth Irene - Nurse (civilian) born 17 April 1910, Philadelphia, Pa.
Employed 10 Dec 41 Medical Department, Sternberg Gen.
Hospital, Bataan, P. I.

no record

Ward, Herbert - Watchman, \$1320.00. Known to have been employed by
Philippine QM Depot - Nov '41.

no record -

8117
7746

Adjutant General.

Called

by ~~W. H. H.~~
13 Nov. 44.

Board, Herbert.



1939 - Sept 27

Telegram

Copenhagen, ^{Denmark,}

from American Foreign Office
State Dept.

Herbert Hickman known as
Herbert Ward needs two hundred.

War Problems - State

Call Passports:

min waterman - 5 dec 44

Lt. Bair:

These 8 cases are ready to write, but there's not enough data to show continuous employment.

What is your reaction to them?

Carwood

30 Jan 45.

ACTION BY PROCESSING AND VERIFICATION SECTION: REPORT VERIFIED FORM 43 AG 201 REQ 20 Aug

CASUALTY BRANCH FILE ATTACHED OR CHARGED TO DATE

PREVIOUSLY REPORTED NO YES (AS INDICATED BELOW):

FILE NO.	MESSAGE NO.	TYPE	DATE AND AREA	E. A. NOTIFIED

FORWARDED TO SPEC. IDEN. TELEGRAM WOUNDED LETTER CORRES. S. R. & D. CERTIF. M. & M. NON-DEL.

REPORT NOT VERIFIED NO FORM 43 NO CAS. BR. FILE CHECKED BY REVIEWED BY

THIS SPACE FOR USE OF MACHINE RECORDS BRANCH, A.G.O.

ACCT. AREA	CASUALTY STATUS	ORIGINAL CAS. DATE			MESSAGE NO	LATEST CAS. DATE			REFERENCE AREA	CREW POS.	RESIDENCE		COMP	RACE											
		DAY	MO.	YR.		DAY	MO.	YR.			STATE	COUNTY													
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COPIES FURNISHED: SEE CASUALTY BRANCH MEMORANDUM NO. 48, 1944.

Inufficient information to make
determination under Public Law 490,
not identified.



DEPARTMENT OF STATE

PASSPORT DIVISION

Appl. for Registration 2 Sept 38

Herbert William Hickman
Known Professionally as
Herb. Ward

Born: 23 Sept 1912
Moline, Ill.

Paramount Hotel,
Shanghai, China.

Entertainer's Trio, has own
Trio "Paradise Islanders"

Single - (193 F)

Emergency addressee:

Mr. J. A. Jensen, Uncle,
615 - William's St., Kenosha, Ill.

DEPARTMENT OF STATE

PASSPORT DIVISION

20 March 1940
Herbert M. Hickman
615-Williams St.,
Keenawee, Ill.

Retd. to U.S. 22 Feb. '40
on Dutch Liner "Volendam"

Issued passport no 9319
24 June 1936 at Honolulu

Issue passport no. 9319
24 June 36 at Honolulu

DEPARTMENT OF STATE
PASSPORT DIVISION

Father:

James R. Hickman
born Waterloo, Iowa
1889 now residing at
Waterloo, Iowa.

Passport application 9319
issued 24 June 1936.

5. ft 11 1/2 inches
Brown hair
grey eyes.

DEPARTMENT OF STATE
PASSPORT DIVISION

Herbert Ward

born: Weatherford, Texas

15 August 1905 -

Res. 1033 Ontario St, Oak Park,
Ill.

Passport issued 30 October 1939

Intend to leave US from
New Orleans La, 2 Jan 1940

as tourist to visit

Haiti, Santo Domingo, Trinidad

Occupation: Art Director

wife: Constance Ward
add: same as husband's.

Father: James W. Ward

307 East First St, Weatherford,
Texas.

Mother: Elizabeth Carter Ward - same add.

73

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Legal Research Division
Policy File No. 21

SUBJECT: "POW's, Internees & Escapees - Loans and Aid to"

Item No.	Date of Paper	DESCRIPTION
1		History - Underground supplying POW's at Cabanatuan
2		History - Underground supplying POW's
3	22 Dec 44	Claims for expenses in escaping from enemy or ^{neutral} national territory
A		Claims Form for expenses incurred in escaping
B		Voucher
4	27 Apr 45	Loans to internees on personal notes <u>not</u> payable
5	13 Aug 45	Borrowings of internees and POW's in the Philippines
A		Claims Form for expenses incurred while a POW
6		Questionnaire for all Recovered Personnel
7	29 Aug 45	Procedure for securing info re claims from recovered POW's.
8		Claims for money used to supply rations for USAFFE POW's, <i>& Requisitions by US Army subsequent to surrender</i>
9		Claims of American citizens later covered by the War Claims Act and the Philippine Rehabilitation Act of 1946
10		Compensation for civilians who furnished supplies to POW's, on a voluntary basis or completed sales, not payable by Army
11		Claims of Philippine Government for subsistence of Jap POW's at the request of G-3, US Army Philippine Command
12	16 Jul 47	Opinion No. 19 re currency loaned to US Army POW's
13		Claims based on subsistence contracts executed by American soldiers escaped from the Japanese
14		Claim for aid rendered escaped U.S. Army personnel as a voluntary service is not payable.
15		Cross Reference Sheet

CROSS REFERENCE SHEET

To Other Policy Files

Policy File No.	Date	Item No.	Subject
53			"Recovered Personnel Division"
15			"Philippine War Damage Commission"
76			"War Claims"
21			"Procurement - US Army Subsequent to Surrender"
57	22 Dec 44	8	claims for expenses, etc

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3-A
3-B
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5-A
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C O P Y

COMPTROLLER GENERAL OF THE UNITED STATES
WASHINGTON

B-69784

December 1, 1947

Mr. William J. Fasseth, Sr.,
Santo Tomas, Lubao,
Pampanga,
Philippine Islands.

Dear Mr. Fasseth:

There has been brought to my attention your letter of January 15, 1947, transmitted to this Office by the Office of the Judge Advocate General, War Department, relative to your claim in the amount of 22,900 Pesos as reimbursement for personal funds and supplies alleged to have been furnished to American officers and enlisted men at a rest camp operated by you in the Pampanga and Bataan Mountains, Philippine Islands, during the period from April 1942 to April 1943.

The said claim originally was referred to this Office by the War Department under date of August 27, 1946. By settlement dated October 30, 1946, this Office disallowed the claim for reasons stated in the said settlement as follows:

"Your claim for 22,900 Pesos alleged to be due as reimbursement of personal funds and supplies used in connection with a rest camp operated in the Pampanga and Bataan Mountains, Philippine Islands, has been carefully examined and it is found that no part thereof may be allowed for the reasons hereinafter stated.

"The record of this office shows that from April 1942 until April 5, 1943, you operated a rest camp in the Pampanga and Bataan Mountains, where you sheltered, fed, clothed and nursed back to health numerous American officers and enlisted men, during which period you used approximately 12,800 Pesos of your own money to buy food, clothing and supplies for use in the camp, 800 cavans of rice at an estimated fair value of 2,880 Pesos, and also issued receipts in the approximate amount of 2,210 Pesos to various people to cover food, supplies and labor furnished the camp.

"The administrative office has reported that the money, food and supplies were not requisitioned by the United States Army or any recognized guerrilla unit but were furnished voluntarily by you, and therefore do not constitute procurements, nor was there created

any contractual liability either express or implied to pay for the same.

"You were not authorized to incur the expenses for which you seek reimbursement. It was a voluntary act on your part which does not create any obligation, legal or implied on the part of the United States to reimburse you. When services are rendered without expectation on the part of the one rendering the service, and are accepted without intention of incurring an obligation to pay on the part of the one receiving the benefit, no contract or agreement to pay is implied.

"I therefore certify that no balance is found due you from the United States."

In view of the facts of this matter as shown in the record, the said disallowance must be sustained, there being no legal basis for payment of the claim. Furthermore, the claim is not one containing such elements of legal liability or equity as would justify this Office in reporting it to the Congress under the act of April 10, 1928, 45 Stat. 413, with the recommendation that it be paid. The said act provides:

"That when there is filed in the General Accounting Office a claim or demand against the United States that may not lawfully be adjusted by the use of an appropriation theretofore made, but which claim or demand in the judgment of the Comptroller General of the United States contains such elements of legal liability or equity as to be deserving of the consideration of the Congress, he shall submit the same to the Congress by a special report containing the material facts and his recommendation thereon."

There is no element of equity in your claim within the meaning of the said act of April 10, 1928, inasmuch as the expenditures involved were made voluntarily by you with notice, actual or implied, that you were not entitled to reimbursement therefor. 17 Comp. Gen. 720, and decisions therein cited. Also, the record indicates that reimbursement was in no manner contemplated by you at the time the expenditures were made.

What is said here is not to be understood as precluding the Department of the Army from taking such action as it may deem proper to bring your claim before the Congress for its consideration.

CERTIFIED TRUE COPY:

Respectfully,

/s/t/ BERNARD L. ANDERSON
Lt. Col., A.C.
Scap Trade Representative

/s/ Frank R. Yates
Acting Comptroller General
of the United States

WD, JAGO, Washington 25, D. C.

TO: Commanding General, AFWESPAC, APO 707, c/o Postmaster, San Francisco,
California. ATTENTION: Chief of Claims

1. Inclosed herewith is the complete file with the recommendation of this office that this claim be reconsidered by Contract Claims Commission No 11, or its successor Commission.

2. Your attention is invited to the informal opinion of the Office of the Judge Advocate General dated 13 July 1946, to the effect that the non-commissioned officer and soldiers in the instant case had such authority as might be necessary to bind the government, and that a legal obligation of the government resulted from their actions.

3. The authority of the enlisted men and the non-commissioned officer being established as contracting agents, it is thought that this claim may be processed by the Contract Claims Commission pursuant to the delegation of authority it has received for passing upon irregular procurements.

4. The award would be payable either out of the theater appropriation for contract claims, or from any other relevant theater appropriation. There is no existing fund from which the Office, Chief of Finance or the Office of the Judge Advocate General can effect payment of this claim.

FOR THE JUDGE ADVOCATE GENERAL:

1 Incl
File.

WILLIAM F. CONNALLY, JR.
Colonel, JAGD
Chief of Claims and Litigation
Group.

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J.GC
(JAGD/249421)

13 July 1946

MEMORANDUM FOR COLONEL CONNALLY

SUBJECT: Validity of subsistence contract executed by American soldiers
escaped from the Japanese

1. By office memorandum dated 3 July 1946, the Chief, Claims and Litigation Division, has forwarded the file pertaining to the claim of one Isidoro Mallari and requested the informal opinion of this division as to whether there is any basis in contract law for the payment of such claim.

2. Section 17 of the Contract Settlement Act of 1944 provides in part:

"(a) Where any person has arranged to furnish or furnished to a contracting agency or to a war contractor any materials, services, or facilities related to the prosecution of the war, without a formal contract, relying in good faith upon the apparent authority of an officer or agent of a contracting agency, written or oral instructions, or any other request to proceed from a contracting agency, the contracting agency shall pay such person fair compensation therefor.

"(b) Whenever any formal or technical defect or omission in any prime contract, or in any grant of authority to an officer or agent of a contracting agency who ordered any materials, services, and facilities might invalidate the contract or commitment, the contracting agency (1) shall not take advantage of such defect or omission; (2) shall amend, confirm, or ratify such contract or commitment without consideration in order to cure such defect or omission; and (3) shall make a fair settlement of any obligation thereby created or incurred by such agency, whether expressed or implied, in fact or in law, or in the nature of an implied or quasi contract."

3. On 1 May 1942, Corporal J. Vacher and six other enlisted men of the United States Army escaped from the Japanese on the death march from Bataan, Philippine Islands.

Shortly after their escape, Corporal Vacher, PFC Millard E. Hileman, Private William Main, Jr., and Private Orlo Heinzman, while hiding from the Japanese, encountered Mr. Isidoro Mallari in a wooded section near his farm at

Floridablanca, Pampanga, P.I. Mr. Mallari hereinafter is referred to as the "claimant". At the time of this meeting, the escaped soldiers were in poor physical condition, evidently suffering from malaria and dysentery, in addition to malnutrition. They requested the claimant to "aid them with food, shelter and such other supplies as he was able to produce". According to Corporal Vacher, he and the other soldiers promised the claimant that claimant would be paid for such assistance, relying on instructions received from a Colonel Thorpe, 26th Cavalry, then serving with guerillas, to get supplies wherever they could be had, and the Army would be responsible.

Private Heinzman died sometime in June or July. Private Main disassociated himself from the others sometime after July in order to reduce chances of recapture.

The claimant furnished food, shelter, medical supplies and other services from 1 May 1942 to 1 October 1942, including the construction of two bamboo huts in the area in which the soldiers were concealed. During the entire period the soldiers were in this area, they were treated for their illnesses by claimant and the members of his family.

On or about 1 October 1942, the remaining two soldiers left the area of the claimant's farm in order to receive medical treatment at a United States Army outpost because claimant no longer had funds available with which to purchase medical supplies for them.

The value of the food and other supplies furnished was determined by an Army contract claims commission to be \$245.10, for which claim is now made by Mr. Mallari.

4. The exact time at which the soldiers agreed to reimburse claimant in relation to the actual furnishing of services and supplies is not indicated by the file. Nor is it clear whether the soldiers originally intended to pledge their individual credit, or that of the United States. However, they did promise that claimant would be reimbursed and claimant did furnish subsistence and other assistance for some undetermined period of time subsequent to this representation. Such an understanding normally possesses all elements of a valid and enforceable agreement. (Williston, S. 13; Rest., Contracts, S. 17 et seq.) And it is not material whether the claimant would have furnished such assistance in the absence of provisions for reimbursement. (Williston, S. 68; 22.) Performance of objectives sought by the promisor permits the inference of claimant's reliance on whatever representations or inducements were made. The principal question presented is with respect to the authority of the soldiers to obligate the United States to pay for the services and supplies that were procured. (Whiteside v. United States, 93 U.S. 247.) The question has not been raised as to the individual liability of the soldiers, and as viewed by this division, there is no necessity to consider same.

Escape is a very natural act which is neither contrary to military honor nor to moral law (Baker and Crocker, p. 66; Armand du Payrat, "Le Prisonnier de guerre etc.", p. 419). Other authorities assert that it is the duty of a prisoner of war to escape if a favorable opportunity presents itself (Davis, 315.

Personnel of American armies were instructed to escape at every opportunity. For example, "Instructions for officers and Men of the Army Air Forces in the Event of Capture etc." (Air Adjutant General, 20 Mar 1943) provides at page 3:

"You are to escape at every opportunity. Army regulations read;

'Don't give your parole. This would prevent you in honor from attempting to escape. The enemy cannot compel you to accept your liberty on parole.' * * * "

and at page 14;

"VI. What Else You Can Do To Defeat The Enemy

"1. You can plan to escape. You can make or will find opportunities. Even attempts which fail are worth while as they have an appreciable nuisance value and the information collected will make later attempts successful. * * * "

C.B.I. "Pointie Talkie" Number 4, pages 133, 150, 164, 180 and elsewhere, offers the following language instruction;

"The American Army will pay any expenses connected with escape, and a reward."

China Theater "Pointie Talkie" - "The American Army will pay you for whatever you spend on my account."

There then seems no doubt that in effecting their escape, and evading recapture, the soldiers were acting in the strict line of duty. No discussion is required as to the ultimate responsibility of the Government for their shelter, food, clothing and medical attention when so engaged. Consideration is thus limited to the irregularities of the procurement procedures which circumstances dictated.

In time of war, the Congress and the executive agencies of the Government have recognized the necessity of broad exception to the technical requirements of peacetime procurement (WD Cir 21, 15 Jan 1943, as amended, delegating authority derived from the First War Powers Act to overseas commanders). (See also SPJGC 1943/13218, 22 Sep 1943; SPJGC 1943/7924, 15 Jun 1943; MS. Comp. Gen. 36873, 16 Oct 1943.)

In SPJGA 430.1, 13 July 1942, this office concurred in the legal aspects of a proposed letter from the Secretary of War to the Comptroller General concerning meals served by a private restaurant to enlisted personnel of the Army who were unable to furnish meal tickets "due to circumstances over which they had no control and which are occasioned by the movement of such personnel incident to the present national emergency." There was no indication as to whether the meals

in question were ordered by the enlisted men themselves or by an officer or non-commissioned officer in charge of the movement. By implication at least, this office recognized the appropriateness of reimbursing the private concern for meals furnished without meal tickets.

In an opinion rendered 28 March 1934 (JAG 156), this office considered the question of the payment of expenses incurred in the transportation of soldiers rescued at sea by a passing vessel. At the request of the commanding officer of the soldiers, the captain of the rescuing ship deviated from his course in order to land the soldiers at a suggested port. An itemized bill covering expenses incurred was presented to the commanding officer. In considering the question whether payment could be made by the War Department, the following statement was made:

" * * * * As to the first question the examination of Army Regulations, particularly A.R. 30-920 and A.R. 30-905, reveals no provision for transportation under the situation and circumstances existing in the instant case, nor would it be expected that Army Regulations should so provide for the reason that their scope and purpose is to cover cases of transportation that are routine and usual and are not expected to embrace every conceivable case which may arise in an unusual emergency. However, the fact that Army Regulations do not cover the unusual case by no means precludes the Government from contracting for transportation when such an emergency situation arises. To hold that because the particular case was not covered by Army Regulations the military authorities were not authorized to contract and provide for transportation would result in the ridiculous situation of binding the hands of the Government in the case of an emergency though it would leave the Government free to act in ordinary routine cases of transportation. This office is convinced that there is no such limitation of power on the part of the War Department. Congress has appropriated money for the transportation of the Army and if a case requiring transportation arises, though it may not be provided for by Army Regulations, it is the view of this office that the War Department has the power to obligate existing appropriations for transportation to the particular emergency or need which may have arisen. * * * "

In 1942, the Commanding Officer of the Kauai Service Command, Lihue, Kauai, requested the Engineer Department, Waimea, to arrange to feed employees working overtime and living at a considerable distance from the port "in order to speed up the loading and unloading of boats in the harbor handling Army cargo". Pursuant to this directive, the official in charge of these employees arranged with one Cheong to furnish meals to civilian employees and to a unit of enlisted men detailed to assist in the work during an emergency. There was no Army mess available at the port for these enlisted men. No request was made of the quartermaster for the meals, and the directive from the commanding officer of the service command called upon the district engineer and not upon the quartermaster to provide the food. It appears that through some neglect, no charge was made against the individual employees for the meals and no record was kept as to the identity of the individuals furnished the meals. In SPJGC

1944/2901, 6 April 1944, this office, although acknowledging that Army regulations and other regulations made no provision for the feeding of the civilian employees or the troops in question, determined that the United States was obligated to reimburse the restaurant proprietor for the meals furnished and on the basis of the price per meal previously arranged, stated in part as follows:

" * * * The responsibility for the prompt unloading of necessary military supplies at the port was that of the service command. In order to perform this duty, the commanding officer was invested with all the requisite powers by the exercise of which this result could be achieved. It was not contemplated that he should be limited by restrictive provisions of statutes or regulations in the performance of this duty. * * *"

(See also 23 Comp. Gen. 617; distinguish SPJGA 1946/2132, 14 Mar 1946; JAG 158, 19 May 1939.)

It may be noted that if Americans themselves had reimbursed claimant for supplies delivered and services rendered they, in turn, legally could be reimbursed for such expenses. On 1 February 1944, the Secretary of War approved the allotment of \$10,000 from "Contingencies of the Army, 1942-44" to The Judge Advocate General for the settlement of properly established claims of military and civilian personnel of the War Department for amounts expended in effecting their escape from enemy territory (WDSBC 150 (1-17-44), 7 Sep 1944). Such authorization was based on a recommendation of policy in a memorandum from the Budget Officer for the War Department to the Secretary of War, dated 31 January 1944 (WDBUB).

From the foregoing, it is the opinion of this office that the noncommissioned officer and soldiers had such authority as might be necessary to bind the Government in this case, and that a legal obligation of the Government resulted from their actions. If actual authority were lacking, the rights of the contractor properly would be a matter for consideration under section 17 of the Contract Settlement Act, supra. In this respect, it should be noted that under section III of War Department Circular 53, 21 February 1946, war contracts performed outside the continental limits of the United States or in Alaska are exempted from the provisions of the Contract Settlement Act except to the extent that a commanding officer of United States armed forces abroad may choose in his discretion to make some or all of the provisions of the act applicable to any such contract or class of such contracts. It further should be noted that the authority granted commanding officers in foreign theaters by section I of the same circular potentially is broader than authority normally available under the Contract Settlement Act (in terminating and settling war contracts made or to be performed outside the continental limits of the United States or in Alaska, a commanding officer is not required to conform to the provisions of these regulations (Joint Termination Regulations²)).

5. It is therefore recommended that memo routing slip to the Chief, Claims and Litigation Division, be prepared for the signature of the Chief of Division, stating:

It is the opinion of this division that under the facts presented in the claim of Isidoro Mallari the Government has a legal obligation to reimburse claimant for the food, shelter, medical supplies and services rendered the American soldiers in their efforts to escape from and evade recapture by the Japanese.

EDWARD M. TAYLOR
2d Lieutenant, JAGD



HEADQUARTERS
PHILIPPINES-RYUKYUS COMMAND
OFFICE OF THE CHIEF OF CLAIMS SERVICE

OPINION NO. 19.
16 July 1947.

Claimant: Jose R. del Rosario.
File: PRO-7963.

SUBJECT: Currency Loaned to United States Army Internees
During the Japanese Occupation.

1. REFERENCE:

Letter of Chief of Claims Division, JAGO, to Chief of Claims, Claims Service, AFWESPAC, 13 Aug 45, subj: "Borrowing of Internees and Prisoners of War in the Field."

2. FACTS: During the year 1943, the claimant, Jose R. del Rosario, furnished Americans who were interned in the concentration camp at Cabanatuan, Nueva Ecija, foodstuffs, clothing, medicine and money.

3. QUESTION INVOLVED: Is this claim within the jurisdiction of Claims Service?

4. DISCUSSION: It has not been definitely determined whether or not claims of this type will be paid by the War Department. Instructions have been issued, however, by Judge Advocate General's Department thru the Chief of Claims Division, in the following letter:

SPJGD/D-98715 (Philippine Internees)

13 August 1945

Colonel J. A. Myatt, Chief of Claims
Headquarters, Claims Service, AFWESPAC
APO 707, c/o Postmaster
San Francisco, California

Re: Borrowing of Internees and Prisoners
of War in the Philippines

Dear Colonel Myatt:

Reference is made to your letter dated 13 July 1945, Subject: Claim of Amelia Campbell. Your action in forwarding the claim to this office is correct. Whether

ID

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Numbered Opinions

Note: This has been held a valid claim, payable by Dept. of Army

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claims of this type will be handled by the War Department (or even assumed by the United States) is not known. However, for the time being all claims of this nature which may be presented to your office (either by lenders, or by liberated internees or prisoners of war seeking reimbursement for expenditures of personal or borrowed moneys while in custody of the Japanese) should be thoroughly investigated and the reports forwarded to this office under paragraph 11 of AR 25-20.

The problem of adjustment between lenders and borrowers, and the extent to which the Government should enter into such adjustments has assumed government-wide policy proportions, since personnel of Army, Navy and other Departments, as well as private citizens and companies whose interned representatives drew on them, are involved. Included also are problems of profiteering, and the varying discount rates for Japanese Military Pesos.

A study is presently being made by the State Department with a view to determining the facts and the advisability and nature of possible legislative relief. It is our understanding that an investigation of the facts is currently being conducted by the United States Consul General in Manila. It is suggested that you cooperate in such investigation, and incidentally secure the general background information as to these transactions which will be helpful both to your own investigation and to the War Department.

This office first encountered this problem when the Surgeon General inquired as to the possibility of reimbursement of interned Army nurses who had obligated themselves for considerable sums of money. A claim form was made up and some 45 or 50 of an anticipated 68 claims have been received. Two copies of this special form are inclosed so that you may see the type of information desired from liberated military prisoners or internees. In dealing with civilian personnel who were interned, the amount of pay (rather than subsistence allowance) received or to be received under the Missing Persons Act would be pertinent to determine. As to ordinary civilian internees amounts received or to be received as back pay or gifts from their private employers while interned should be ascertained, although it would seem that reimbursement claims of internees not connected with the War Department or the Army should be made through their own department, if employed in another department of the Government, or through the State Department if not employed by the United States.

In the case of lenders making claims against the United States, it would seem that the Claims Service, being the representative of the United States in the theater, should accept all claims involving loans made to citizens of the United States, regardless of whether such citizens were connected with the Government. However, this would appear to be a matter for theater policy determination in coordination with the State Department representatives in the Philippines.

In the investigation of lenders' claims, in addition to the usual verification of facts, it should be ascertained whether the lender paid and the borrower received full consideration in the light of the money rates at the time. Also, if the evidence of indebtedness is in the hands of other than the original lender, the transaction should be traced to uncover any profiteering and the presence of enemy aliens or collaborationists in the chain. Of course, the citizenship and collaborationists activities of all lenders should be investigated as is done under AR 25-90.

We will keep you advised of decisions made here, and would like to have reports from you, from time to time, as to facts bearing on the overall policy questions which do not show up, or are not in true perspective, in the reports of investigation on individual claims.

Sincerely,

(Sgd) RALPH G. BOYD
Colonel, JAGD
Chief of Claims Division

1 Incl
Spec Clm Form (dup)

5. OPINION: In view of the foregoing, we are of the opinion that claims for cash loaned to American internees should be accepted by Claims Service for investigation, and upon completion forwarded direct to the Judge Advocate General, Washington, D.C., for final action in accordance with paragraph 11, AR 25-20.

FOR THE CHIEF OF CLAIMS SERVICE:

BOYNTON KAMB
Director, Legal Research Division

BK/cen
CH 138

ADM

Reimbursement of the Cost of Subsistence Furnished
Japanese POW.

DLRD

TO: EXEC

14 July 1947

1. The authority for payment of maintenance for prisoners of war is found under par 2180b of Military Laws, p. 467 which provides:

"The Secretary of War is authorized to utilize any appropriation available for the Military Establishment, under such regulations as he may prescribe, for all expenses incident to the maintenance, pay, and allowances of prisoners of war, other persons in Army custody whose status is determined by the Secretary of War to be similar to prisoners of war, and persons detained in Army custody pursuant to Presidential proclamation." (Sec. 103, Third Supplemental National Defense Appropriation Act of Dec. 17, 1941 ⁵⁵ Stat. 8137; 5 U.S.C. 222). (Also included in Sec 14, Military Appropriation Act of July 2, 1942 ⁵⁶ Stat 633).

FILE

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2. The check sheet of 20 Jan 47 from G-3 to the Fiscal Director acknowledges that these particular Japanese prisoners were furnished subsistence and other supplies by the MPC (PA) at the request of G-3. There is, therefore, a valid claim chargeable against the United States.

3. By check sheet of 10 Apr 47 from the Chief of Staff, Army of the Philippines to the Commanding General, PHILRYCOM, the statement is made that the vendors who furnished the subsistence for the prisoners have not been paid and are the ones actually making the demand for payment. This is not, therefore a question of reimbursement to the Philippine Army. In view of this fact, it would appear that the proper claimants should be those who actually furnished the supplies and not the Philippine Army.

DLRD Reading

5 Incls
n/c

BK - DLRD

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MC

2nd Wrapper Ind
HEADQUARTERS, UNITED STATES ARMY FORCES WESTERN PACIFIC, 8 April 1946.

TO: Commander-in-Chief, AFPAC, APO 500.

Upon receipt of the original letter, investigation was completed and reply 2nd Indorsement dated 25 September 1946 to the Judge Advocate General, Attention: Chief of Claims Division included the recommendation that no further action be taken with respect to the monetary award. A copy of the 2nd indorsement and inclosures are attached.

FOR THE COMMANDING GENERAL:

2 Incls:

- 1- n/e
- 2- Cpy 2nd Ind w/incls.

FILE

AD
NANT

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cc. Her,

Ref to Item 1
1 & 2



01
Brew

21

2nd Ind.
HEADQUARTERS, CLAIMS SERVICE, AFWESPAC, APO 707, 25 February 1946.

TO: The Judge Advocate General, Washington 25, D. C.
Attention: Chief of Claims Division.

1. Subject matter has been investigated and report is enclosed.
2. The investigation disclosed that the parties referred to in basic communication are not interested in filing any claim against the United States as they consider they have been paid in full for the services rendered.
3. Recommend no further action be taken with respect to a monetary award.

J. A. MYATT
Colonel, JAGD
Chief of Claims

3 Incls:

1. Rpt Capt Nathaniel Israel
15 Feb 46.
2. Rpt Horacio Manaloto 3 Mar 45,
w/Story Naomi Flores.
3. Ltr Col Harold K. Johnson
29 Nov 45.



File: [unclear] [unclear]

15 February 46

INVESTIGATING OFFICER'S REPORT

1. Per verbal instructions, investigation of facts pertaining to individuals who sold supplies to interned Americans was conducted.
2. Attached is a copy of a report submitted by one of the individuals named and a copy of the story of the Cabanatuan underground. These may divulge certain interesting information and do mention at least two of the individuals referred to in the basic communication.
3. Mr. Tomas de Guzman was interviewed at the Psychopathic Hospital in Manila. The doctors believe that his derangement is incurable. However, he was at the time of the interview fairly rational and able to give some information. Although according to the authorities, any statement he might sign would not be considered competent. The main fact that was brought out in the interview with this man was that he was paid in full for services rendered, and has no claim against the United States Government.
4. Mr. Horacio Manaloto concurred with the statement of Mr. de Guzman that he did not have any claim against the United States Government, and that he was paid for the supplies that were sold to interned American prisoners.
5. For information purposes, the following addresses are given for future reference if desired:

Col. Harold K. Johnson
1421 South 2nd St.
Aberdeen, South Dakota

Horacio Manaloto
Draftsman in the Water Division
Cargo Operations Branch
Booking and Manifest Section
Port Command

Dr. Agustina Parunga
(wife of Tomas de Guzman)
Baguio General Hospital

Constancia de Guzman
(sister of Tomas de Guzman)
Nurse at Phil. Gen. Hospital

Father and brothers of de Guzman
47 Burgos St., Cabanatuan
Nueva Ecija

Capt. Hassig, (brother-in-law of
Col. Mack referred to in report)
Control Section, Water Division
Durham Building



NATHANIEL ISRAEL
Capt., Infantry
Investigating Officer

Incl: # 1

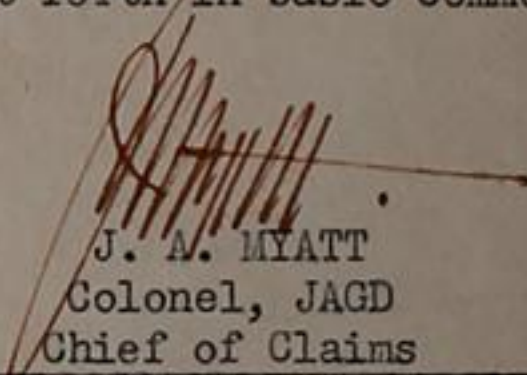
HEADQUARTERS
CLAIMS SERVICE, AFWESPAC
INTER-OFFICE CHECK SHEET
Do Not Remove From Attached Sheets

*Suspend
15 Feb 46*

Subject:

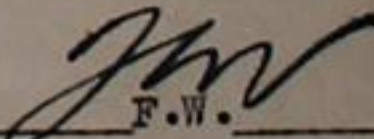
FROM: Chief of Claims TO: Director Investigating Service 2 Feb 46

1. Attached appears to be a recommendation by an officer that two individuals who sold supplies to interned Americans be granted an award in recognition of their services over and above the price which was paid them for the supplies.
2. No claim has been filed, but the War Department desires an investigation and recommendation.
3. This type of investigation is very indefinite, but see what can be done towards establishing the facts as set forth in basic communication.


J. A. MYATT
Colonel, JAGD
Chief of Claims

FROM: DIS TO: CHIEF OF CLAIMS 15 Feb 46

1. Attached hereto report of Investigating Officer pertaining to above.
2. It will be noted that from the information obtained from those individuals who are available, no claim has been made nor will be made on their behalf. It is felt that nothing further can be done by this office under the present existent policies, inasmuch as the obligation is a moral one.
3. It is recommended that no further action be taken by Claims Service until a claim is filed.


F.W.

SUBJECT: Compensation for Aid Rendered by Civilians to Prisoners of War in the Philippine Islands during the Japanese Occupation of the Philippine Islands.

GHC AFPAO
30 JAN 1946
383.6
AGO RECORDS

AGOB-C 383.6
(29 Nov 45)

1st Ind.

S: 14 Jan 46
RP:mrk/LD-863

War Department, A.G.O., Washington 25, D. C. - 17 December 1945

TO: Commander-in-Chief, United States Forces, Pacific, APO 500,
c/o Postmaster, San Francisco, California.

For investigation and recommendation.

BY ORDER OF THE SECRETARY OF WAR:

Farley Butler
Adjutant General

WAR DEPARTMENT
WASHINGTON

29 November 1945

SUBJECT: Compensation for Aid Rendered by Civilians to Prisoners of War in the Philippine Islands during the Japanese Occupation of the Philippine Islands.

TO : The Adjutant General
Washington, D. C.

1. It is strongly recommended that some form of compensation, preferably monetary, be granted civilians in the Philippine Islands who rendered aid financially and otherwise to American prisoners of war and civilians interned in Japanese military prisoner camps.

2. As commissary officer of Military Prisoner Camp No. 1 of the Philippine Islands during the period 8 February 1943 to 20 October 1944, I purchased from sources outside the camp over one and one-half (1½) million pesos worth of commodities, principally foodstuffs. During certain periods of our internment these foodstuffs were instrumental in saving lives of many of the American prisoners of war. Filipinos who procured commodities for resale to the prisoners did so in many instances at the risk of their own lives. While they made an adequate living during the occupation, it is my belief that they did not make an excessive profit, and from my observations since my relief, two of the individuals for which compensation is requested are in very straitened circumstances.

3. Two firms rendered aid which deserve consideration in my opinion. The first was headed by Mr. Tomas de Guzman of Gapan, and Nueva Ecija who had as his associates his three brothers and Mr. Horacio Manaloto. The De Guzmans, other than Tomas, are not deserving of compensation in my opinion. However, Mr. De Guzman suffered financial losses during the period of his business transactions amounting in one instance to seventeen thousand (17,000) pesos, which were stolen, and in another instance four thousand (4,000) pesos suffered from the forced sale of foodstuffs he had procured for which the Japanese paid him prices below those which he had paid for them.

4. Mr. De Guzman and Mr. Manaloto were suspected by the Japanese of American sympathies because of their activities in connection with the sale of commodities to American prisoners, and on the other hand were suspected by Filipinos of being collaborationists because of the fact that they had passes from the Japanese to bring these commodities into the prison camp. On many journeys - particularly those that took them into the Cagayan - both Mr. De Guzman and Mr. Manaloto were stopped by so-called Filipino guerrillas who in some instances turned them back, and in other instances, demanded safe-conduct money. Trains on which they traveled were infrequently attacked by these same guerrilla elements and on more than one occasion they came under machine-gun fire. Because of the huge volume of business transacted, Mr. De Guzman did not have sufficient capital to finance the purchases we desired to make and for that reason, it was necessary to advance him money from our funds. To the best of my knowledge, he handled them carefully and was very fair and honest in his dealings with us. At the present time Mr. De Guzman is confined in a psychopathic hospital in Manila, suffering from a mental derangement which may prove to be incurable. He has been examined by an American Army psychiatrist. His wife is a graduate MD from the University of the Philippines, but was unable to practice during the Japanese occupation of the Philippine Islands. They have three small children. Mrs. De Guzman at the present time is working at the Baguio General Hospital with an annual salary of 980 pesos, which is insufficient under present conditions in the Philippines to support her family and her husband. Mr. Manaloto has opened a small business in Manila and is in no great need. It is recommended that both Mr. Manaloto and Mr. De Guzman be paid \$50.00 each per month for the period 15 July, 1942 to 1 May 1944, during which period they brought foodstuffs and other commodities to the prison camp at Cabanatuan.

5. A second person brought foodstuffs in lesser quantities into the camp for the entire period that prisoners were interned, a Japanese Mestiza Aurelia Ofuji, who despite her Japanese antecedents seemed to be entirely loyal to the Americans. She suffered some small financial losses but the prices we paid for commodities she delivered were never higher, and in many instances lower, than we could procure the same items in the market in the City of Cabanatuan. It is recommended that Mrs. Ofuji be paid \$30.00 per month for the period 15 July 1942 to 20 October 1944. I have not seen Mrs. Ofuji since my release and am not familiar with her present circumstances.

6. While I realize that the payment of these individuals may lead the way to wholesale demands on the part of Filipinos for payments for similar services to individuals, I believe that inasmuch as the three persons mentioned in this communication rendered service to a group of prisoners rather than to individuals that the recommendations contained herein deserve serious consideration.

(Sgd) Harold K. Johnson
HAROLD K. JOHNSON
Colonel, Infantry



HEADQUARTERS
 CLAIMS SERVICE, AFWESPAC
 OFFICE OF THE CHIEF OF CLAIMS
 ROUTING SLIP

24 September 1945

FROM: DIS

TO :

Chief of Claims	Executive Off. <u>X</u>
Cl Serv APO 707	Asst Exec Off.
Cl Serv APO 923	
Cl Serv APO 70	Chief Clerk APO 707
Cl Serv APO 72	Chief Clerk APO 923
Cl Serv APO 718	Chief Clerk APO 70
Dir of Cl Comm	Chief Clerk APO 72
Dir of Inv Serv	Chief Clerk APO 718
FCC No.	
FC No.	
CC No.	
ECC No.	
Investigating Off	
Dpty Comm. USECC	
Reviewing Officer	

FOR:

Approval	Remark & Recommendation
Information <u>X</u>	Necessary Action
Note & Return	Signature
Transmit	File

In connection with the attached letter, I called on Mr. Paul Prentiss Steintorf, Consul General of the U.S.A. He stated that he will be very glad to work with us on this question, and that his files on these matters are open to us. He also said that he knows nothing that could be done at the present time until some policy has been established by Washington.

[Handwritten Signature]
 F. W.



HEADQUARTERS, ARMY SERVICE FORCES
OFFICE OF THE JUDGE ADVOCATE GENERAL
WASHINGTON 25, D. C.



SPJGD/D-102273
(Richards, Mrs. Harriet L.)

19 SEP 1945

SUBJECT: Correspondence concerning Mrs. Harriet L. Richards

TO: Colonel James A. Myatt, JAGD, Chief of Claims, Headquarters
Claims Service, AFWESPAC, APO No. 707, c/o Postmaster,
San Francisco, California.

There are inclosed herewith for your information (1) a copy of a letter from Mrs. Harriet L. Richards, dated 19 July 1945, (2) a copy of a letter from Senator Wayne Morse to the Secretary of War, dated 31 July 1945, and (3) a copy of a letter to Senator Morse from the Administrative Assistant to the Secretary of War, dated 23 August 1945.

FOR THE JUDGE ADVOCATE GENERAL:

RALPH G. BOYD
Colonel, JAGD
Chief of Claims Division

- 3 Incls
(1) Cy ltr 7/19/45
(2) Cy ltr 7/31/45
(3) Cy ltr 8/23/45

See Policy Files
Nos. 15 and 111

RECEIVED
SEP 22 1945



SEP 22 1945

File
Claims -
Intelligence
PWS

(1)

C O P Y

SPJGD/D-102273
(Richards, Mrs. Harriet L.)

August 23, 1945

Honorable Wayne Morse

United States Senate

Dear Senator Morse:

Reference is made to your letter of July 31, 1945, inclosing a letter dated July 19, 1945, addressed to Mr. Charles N. Treacy, of Salem, Oregon, by his sister-in-law, Mrs. Harriet L. Richards, 1514 N.E. 17th Avenue, Portland, Oregon, concerning the damage sustained by her as a result of the war and her internment by the Japanese Government at Santo Tomas Internment Camp in the Philippine Islands from January 5, 1942, to February 5, 1945.

Mrs. Richards apparently desires to seek compensation from the Government for the loss of personal property, including that looted and burned by the Japanese, and reimbursement for amounts expended by her for food during the period of her internment.

There are three general claims statutes presently available to the War Department for the administrative settlement of foreign and domestic claims, namely, the act of January 2, 1942 (55 Stat. 880; 31 U.S.C. 224d), as amended, commonly referred to as the Foreign Claims Act, the act of July 3, 1943 (57 Stat. 372; 31 U.S.C. 223b), which relates to domestic claims, and the Military Personnel Claims Act of 1945, approved May 29, 1945 (Public Law 67, 79th Congress).

A claim on the part of Mrs. Richards could not be considered under the act of January 2, 1942, supra, as amended, for the reason that claims resulting from acts of the enemy are expressly excluded. The act of July 3, 1943, supra, would not apply for the reason that the damage sustained by Mrs. Richards was clearly not caused by military personnel or civilian employees of the War Department or of the United States Army while acting within the scope of their employment, nor was it otherwise incident to noncombat activities of the War Department or of the Army. Nor could a claim by Mrs. Richards be considered under the act of May 29, 1945, supra, for the reason that she is not a member of the military personnel or a civilian employee of the War Department or of the Army.

It, therefore, appears that there is no statute or appropriation available to the War Department under which a claim by Mrs. Richards may be administratively settled.

Honorable Wayne Morse

There is one statute presently in effect which provides for payment of certain types of war damage in the United States and its territories and possessions. This is section 5g of the Reconstruction Finance Corporation Act, as amended, which was added by section 2 of the act approved March 27, 1942 (56 Stat. 175-176; 15 U.S.C., Supp. IV, 606b-2). Subsection (b) of Section 5g provides so-called "free insurance", through the War Damage Corporation, against loss or damage to real or personal property "which may result from enemy attack (including any action taken by the military, naval or air forces of the United States in resisting enemy attack)" for the period from December 5, 1941, through June 30, 1942. After June 30, 1942, such protection generally was placed on a premium insurance basis, but, because of loss of control, all protection was withdrawn with respect to property in the Philippine Islands pursuant to the authority contained in subsection (a) of said section 5g. l
6

Section 5g, supra, constitutes the only statutory authority known to the War Department for payment of war damage claims in the Philippine Islands. However, there are now pending before the Senate Committee on Territories and Insular Affairs two bills (S. 104 and S. 1230, 79th Congress) which would enlarge the protection afforded to property of citizens of the United States and of the Commonwealth of the Philippines from the standpoint of both the period covered and the causes of loss or damage against which protection would be available.

Regardless of the action taken on the pending bills, it would seem that Mrs. Richards might be advised to address an inquiry concerning the loss or damage sustained by her to the War Damage Corporation, Washington, D. C. Furthermore, if any loss or damage was caused by requisition, commandeering or confiscation without payment, or by looting or pillage by the Japanese forces, she might file with the Department of State a memorial of such damage for possible post-war adjustment or presentation to the Japanese Government through diplomatic channels.

With respect to debts contracted by Mrs. Richards in order to supply herself with adequate food while interned, she might also be advised that she may address an inquiry to the Department of State, Special War Problems Division. While there is no statute or appropriation known to the War Department which authorizes the settlement of such claims, it is understood that this entire problem is now being studied by the Department of State. The War Department is cooperating in this study, since similar problems have arisen with respect to repatriated military and civilian personnel and may be expected to continue to arise as additional prisoners of war and internees are liberated.

Honorable Wayne Morse

Mrs. Richards mentioned in her letter that she had lost two sons in the European theater during the present war. If she has not done so, she might inquire of the Office of Special Settlement Accounts, 27 Pine Street, New York, N.Y., as to any rights which she may have to receive death gratuity benefits. She may apply to the Director of Insurance, Veterans Administration, Washington, D. C., concerning any rights she may have as a beneficiary under policies of National Service Life Insurance on the lives of her sons. Of course, if her sons were married, it is probable that those benefits have already been paid to their respective wives.

The inclosure submitted with your letter is returned herewith.

Sincerely yours,

JOHN W. MARTYN

JOHN W. MARTYN
Administrative Assistant

1 Incl
Cy ltr 7/19/45

copy

UNITED STATES SENATE

Committee on
Education and Labor

July 31, 1945

Honorable Henry L. Stimson
Secretary of War
Washington, D. C.

My dear Mr. Secretary:

I am somewhat at a loss as to whom to approach in the matter which I will discuss in this letter. If it is not one for the consideration of the War Department I shall welcome your suggestions.

The enclosed letter from Mrs. Harriett L. Richards was sent me by Mr. Charles H. Treacy, her brother-in-law, who lives in Salem, Oregon and whom I have known for some years.

I do not know whether or not any government department has authority to act on claims of this nature or whether it will be necessary to introduce legislation. Your advice will be greatly appreciated.

Sincerely yours,

/s/ Wayne Morse

WM:KB
Encl.

(5)

C O P Y

1514 N. E. 17th Ave.
Portland, Oregon
July 19, 1945

Dear Charles:

I am wondering if you could and would be so kind as to assist me in putting before our senators and congressman the need of us who were interned in Santo Tomas to have help in being reinstated in a useful, independent life.

Almost all of us were deprived of everything we had. You remember that when war broke, I was head of the Department of English and Modern Languages at the College of Agriculture, University of the Philippines, the government institution of higher learning, at Loo Banos.

I had taught there for almost nine years. On December 29, 1941, the U. S. Army took me to Manila, where I lived with friends until the Japanese interned me in Santo Tomas on January 5, 1942. Our soldiers rescued us on February 3, but we stayed in camp until we could be repatriated. All of our possessions were lost, looted or burned, presumably, by the Japanese. Hence, I am putting in a claim for war damage.

My reasons for doing this are the following:

1. When the University of the Philippines sent me on a special detail to the United States and Europe in 1939, they extracted a promise that I would return to their service. While I was in England, war broke, and I could have remained there and had a position - a thing I greatly desired to do - but I returned because of my promise.
2. At no time did our government advise Americans to quit the Philippines in advance of the Japanese invasion. This can be verified by a memorandum of May, 1944, of the State Department. In fact, Mr. Sayre, our High Commissioner to the Philippines, discounted the possibility of war with Japan one week before the Pearl Harbor disaster.
3. While in camp, in order to keep my health so that I would be an asset and not a liability when released, I contracted debts to supply myself with food. As I now have no funds, I must try to repay these debts by savings that I shall not be able to save for future needs for some time.

C O P Y

page -2-

4. When I was left a widow in 1932, I devoted the income and even the principal of my husband's estate to the education of my two sons. In order to keep myself, I taught school in the Philippines. Now I have lost these two sons my only children, in the European conflict, and I am left alone to care for myself.

I have been told that citizens in the United States were given the privilege of taking out war damage insurance at very low rates, and that an immense sum of money was collected which was never used. Unfortunately we internees could not take advantage of that insurance. Would it not be possible for a portion of this money to be diverted toward our needs on our payment of the fees. Certainly many government laws and rules have been retroactive.

Anything that can be done to help all of us internees would be greatly appreciated.

All best wishes to you.

Sincerely yours,

(Signed) Harriet L. Richards

7

HEADQUARTERS, ARMY SERVICE FORCES
MEMO ROUTING SLIP

To the following in order indicated:		GPO 16-34260-3
1	CHIEF, CLAIMS DIVISION	(Initials)
	(Name or title) (Organization) (Bldg and room):	(Date)
2		
3		

It is assumed that the method of requisitioning in subject case was one available to officers in theaters of operations and, consequently, that section 1 of PRs 14 has no application thereto (see PR 1409). It is also assumed that Captain G. A. Lane would have had the authority to requisition claimant's vehicle apart from the question of surrender. On these assumptions, it is the opinion of this division that neither the surrender of General Wainwright nor the surrender of General Sharp operated to deprive Captain Lane of his authority to requisition claimant's vehicle. The War Department is justified in relying upon General MacArthur's decision that the surrender orders of General Wainwright were of no validity since he was a prisoner of war. It appears from General Sharp's certificate, dated 13 May 1946 (incl 2) that (a) under the terms of General Sharp's surrender he was to continue to provide his troops with transportation and food from any supplies available within his area until such time as all troops were assembled in a designated place and that they were not so assembled until after the date on which Captain Lane requisitioned claimant's vehicle, and (b) it is reasonable to believe that Captain Lane was still in the uniform of the Army of the United States and openly bearing arms against the Japanese as of the date he requisitioned claimant's motor vehicle and as of that date he had not been informed of General Sharp's surrender. By reason of (a) and (b), it is the view of this division that whatever authority Captain Lane had to requisition prior to General Sharp's surrender still existed as of the date he requisitioned claimant's motor vehicle.

CERTIFIED TRUE COPY:

s/ Boynton Kamb
t/ BOYNTON KAMB
1st Lt., JAGD

From s/Wm. P. Connally, Jr.	:	6/12/46
Col. Wm. P. Connally, Jr., Chief, Contracts Division	:	(Date)
(Name) (Organization) (Building and room)	:	(Telephone)
	:	4029

13 May 1946

CERTIFICATE OF MAJOR GENERAL WILLIAM F. SHARP, 02183

I certify that to the best of my knowledge and understanding that:

I surrendered to the Japanese Commanding General on 10 May 1942. That the Lanao Sector and the 81st Division of the Philippine Army were a part of my command. That the terms of the surrender prescribed that I would be given a free hand and would not be imprisoned nor would my staff be imprisoned until I had contacted all of my outlying forces including those troops in the Lanao Sector (81st Division). That in compliance with those instructions I sent officers overland to contact Brigadier General Fort, the Commanding General of the 81st Division and of the Lanao Sector, to convey the instructions of the Japanese Commanding General as to what would be done with the troops of his command. I am not positive about the date but I can state positively that as late as 17th May that these troops had not be contacted by these representatives, so that it is reasonable to believe that the parties mentioned in this case, namely Captain Lane were still operating as late as 22 May 1942 and that not having been contacted by these officers, they were still in the uniform of the Army of the United States and openly bearing arms against the Japanese at that date. The orders of General Wainwright to surrender my forces were not understood by me to be an order and in fact, I was informed in communicating with General MacArthur, who was in Australia, that his order had no validity since he had surrendered himself on 6 May 1942 to General Homma. I was therefore authorized by General MacArthur to make the decision as to whether to surrender my forces or not. All of this took place on 9 and 10 May 1942. I made the decision to surrender based on a statement of facts by Colonel Jesse Trawick, Assistant G/3 of General Wainwright and a written letter from General Wainwright borne by Colonel Trawick to me in Mindanao. Before submitting and tendering my surrender to the Japanese Commanding General, General Karamura, I transmitted my estimate of the situation to General MacArthur by radio. General MacArthur directed me to make my own decision. The terms of the surrender made by the Japanese required that I, General Sharp, with my staff, continue to provide my troops with transportation and food from any supplies available within my area until such time as the troops were all assembled in the concentration camp at Malaybalay in the central plateau on the Island of Mindanao. This status continued until 29 June 1942 and I actually provided these troops of mine, those who came in in response to my directions (some 5,000 Filipinos and approximately 1,000 Americans) with food requisitioned from the surrounding territory. This included beef animals, rice, bananas, sugar, coffee, tobacco. Brigadier General Fort, Philippine Army, was the Commanding General of the 81st Division and of the Lanao Sector. He joined me with his officers in the Japanese Concentration Camp in July 1942 and was taken with me to Bilibid Prison in Manila on 1 September 1942. On 21 September I was taken to Formosa by the Japanese and Fort was

File
Sergeant
Rosen

Procurement
by WAA
"make new folder - this subject"

Prior to
turnover,
Recog.
Praw

kept in confinement in Fort Santiago. Fort was later called upon by the Japanese to disarm the Moros. He refused to do so and because of his refusal was beheaded by the Japanese.

There is no other available officer personnel that could give any facts in regard to this that I know of.

s/ W. F. Sharp
t/ W. F. SHARP
Major General, U. S. Army

CERTIFIED TRUE COPY:

s/ Boynton Kamb
t/ BOYNTON KAMB
1st Lt., JAGD

HEADQUARTERS
CLAIMS SERVICE, AFWESPAG
OFFICE OF THE CHIEF OF CLAIMS

COC

APO 707
12 September 1945

SUBJECT: Claim of Capt. Marciano Oppus Garces.

TO : The Judge Advocate General, Washington 25, D. C.

1. The inclosed claim of Captain Marciano Oppus Garces, is forwarded for such action as may be appropriate.

2. This office realizes that this claim may require administrative action prior to settlement. The form for the claimant to sign forwarded in your letter dated 13 August 1945, arrived too late for use in presenting this claim, but will be used in preparing future claims of this nature.

J. A. MYATT
Colonel, JAGD
Chief of Claims

1 Incl: File-Claim of Capt. Garces.

*See Policy File No 99
Held This is a proper claim,
payable as necessary requisition
by the Commanding Officer.*

Prepared by Lt. Col. B. A. Wood/tsc

FOR ADM FILE

*File
Claims - International
+ PWS
in*

FILE

8

①

UNITED STATES ARMY FORCES WESTERN PACIFIC
CLAIMS INVESTIGATING SERVICE

Claims Team No. 3 APO 707

File No. 3-6

Claimant: Capt. Marciano Oppus Garces

Address: C/o Commanding General, PA, Advance Echelon, APO 501

Date of Incident: 21 May 1942

Place of Incident: Cebu City, Cebu, P. I.

Type of Claim: Contract

Nature of Damage: Monies furnished to procure labor to haul
provisions to Prisoners of War.

Date Claim Filed: 8 May 1945

Amount of Claim: ₱1,620.00

Investigating Officer: Capt. R. G. Phelps

Action Recommended: If Contract Claims Commission possesses the
authority in such cases, claim be paid in sum of ₱1,620.00.

Date Forwarded to Commission 20 July 1945 *20 July 1945* No. of Commission _____

W. H. Davis, Capt. USAF
Team Director

Action of Commission: _____

DISTRIBUTION:

Original to Commission

Branch Office

Director, CIS

Claims Service Form No. 301

Commissioner.

*This sheet to be
attached to office copy
of report.*

PROCUREMENT CLAIMS FORM
(For action by Contract Claims Commission)

Date May 7, 1945

1. Name of owner: CAPTAIN MARGIANO OPPUS GARGES
Address: Aide Camp to the Chief of Staff, P.A., APO 501, Advanced Echelon.
2. Description of property or service:
₱1620
3. The property was taken by, or the service was rendered to, United States forces under the following circumstances:
On 15 May 1942 I was Assistant G-4, Headquarters, Cebu Light Brigade, Luzon ^② Visayan Forces under the command of General Bradford Chynoweth. On that date all the forces under General Chynoweth surrendered at Camp X, Cebu city, CP, Visayan Forces. From 15 May 1942 until 4 November 1942 I was kept at the Cebu provincial jail together with approximately four hundred Filipino and American military prisoners of war. The ranking officers among the prisoners of war was Colonel John Cook, USA, who had been Depot Commander of the Visayan Forces and Colonel Scudder, USA, Chief of Staff of the Visayan Forces. Colonel Cook as the ranking colonel authorized Captain Edward C. Short, QMC, USA, to act as mess officer for the prisoners of war at this camp and to negotiate as far as foodstuff only is concerned with the Japanese authorities. Captain Short had previously been the Depot Commander of the Headquarters, Visayan Forces at Soddun, Cebu. At the time of our imprisonment, money was taken away from the prisoners by the Japanese forces. I managed to hide the sum of ₱1620 from the Japanese by concealing it in my bed roll. The food situation was critical and Captain Short finally managed to obtain permission from the Japanese to bring Philippine and United States Army foodstuff which were hidden in the mountains to the prison camp for the use of the prisoners of war. As part of this agreement, it was necessary for the prisoners of war to pay for the hire of cargadors (laborers) to haul such supplies from the mountains. In this connection and for this purpose I turned ₱1620 to Captain Short at his request, receiving therefor a signed receipt which is submitted herewith. Other money in small amounts were collected by Captain Short from other prisoners who managed to hide them from the Japanese. To the best of my knowledge all of this money was used by Captain Short for the purpose stated above. The food carted by the laborers to the prison camp was in a sufficient quantity to feed all the prisoners of war from the latter part of May 1942 to November 1942, when the American prisoners were taken to Bilibid Prison, Manila and the Filipino prisoners to Camp O'Donnell.
Captain Gonzalo Misa, who was then the Headquarters Commandant of the Visayan Forces, and one more American captain, whose name I do not now remember, witnessed the turning over of my money to Captain Short, and his turning over the receipt to me.
4. The value of the property when taken, or services rendered, was ₱ 1620 which was - agreed to. A receipt signed by Captain Edward C. Short, QMC, USA, dated 21 May 1942, is attached.
5. The total of all money or compensation of any type received by me to date either as rental or as a partial or total settlement for the above, amounts to ₱ none.
6. All liens or mortgages outstanding against the above property when taken over as above, amounted to ₱ none, and were held by -.
7. After the above property was taken, it was used or disposed of as follows:
Facts stated in paragraph 3 above.
8. I swear that the above statements are true to the best of my knowledge and belief, that I am the owner of the above described property, subject to the liens above stated, and am legally entitled to receive payment therefor, that the claim is just and valid; and that IN CONSIDERATION of the payment of ₱ 1620, the United States of America, its officers and agents, are HEREBY UNCONDITIONALLY RELEASED from all further liability arising out of the above claim.

Margiano Oppus Garges
Owner

Subscribed and sworn to before me this 8th day of May, 1945.

Robert G. Phelps
ROBERT G. PHELPS,
1st Lt., J. A. G. D.,
Investigating Officer,
Claims Service, USAFFE.

EXHIBIT A

CLAIMS SERVICE, AFWESPAC

INTER-OFFICE CHECK SHEET

Do Not Remove From File

29 Aug 45

Note File No. Subject: Verification of Signature.

No. From To

: CCC : DCC
: No. 5:
: 29/8/45:

: 1. In a large number of files related to procurement
: claims the signature of the officer who procured or is alleged
: to have procured the property involved becomes important. In
: many instances such officers are shown by the Investigating
: Officer to be prisoners of war and that their signatures are
: not available in this Headquarters to be compared with the
: signature appearing on the receipt or purchase order availa-
: ble.

: 2. In order to expedite the handling of claims such as
: referred to in paragraph one above, it is recommended that
: immediate action be taken to procure the signature of each
: prisoner of war who may be returned to Manila and who was
: either an officer or enlisted man in the Army of the United
: States, Philippine Scouts, Philippine Army or civilian em-
: ployee of the United States or Philippine Commonwealth. The
: home addresses of such officers and enlisted men should also
: be obtained in order that further communication with them may
: be possible in the event circumstances require.

: 3. It is believed that the above recommended action can
: be accomplished provided it is given immediate attention.
: Therefore it is requested that liason be established with the
: Recovered Personnel Branch or such other agencies in this Head-
: quarters as may be necessary to procure the desired information.

L. D. L.

: DCC : DIS
: 31/8/45:

: 1. Conferred this morning with Lt. Colonel Kesslin, Act-
: ing Chief of Section, Recovered Personnel, AFPAC and Major
: Schwartz, Acting Chief of Section, War Crimes, AFPAC relative
: to the matters stated above and they advised me as follows:

: a. All recovered personnel of the Army, military and
: civilian, will hereafter be required to sign a War Crimes
: affidavit upon arrival in the Philippines and such affidavit,
: bearing the signature of affiant, will be filed and made avai-
: lable to Claims Service in the office of War Crimes Section
: of the Judge Advocate Office, AFPAC. To date no affidavits
: have been obtained.

: 2. All civilian recovered personnel are required to ex-

7

7

ecute an affidavit which is kept on file in Recovered Personnel and which will be available to Claims Service.

3. The addresses of all recovered military personnel will be available in the office of the Adjutant General. Addresses of recovered civilian personnel are not obtained by Recovered Personnel but should be available from records of War Crimes Section.

4. Each recovered military and civilian person will be quartered at Camp 29, about 20 miles from Manila, for a minimum period of five days. War Crimes will have teams on duty at all times to interview all returnees.

5. In view of the foregoing it is recommended that Investigating Service make up a list of missing military and civilian personnel whom it is desired to interview in connection with pending claims and in addition, assign necessary personnel commissioned or enlisted, to interview returnees upon their arrival at Camp 29, relative to particular cases and interview all returnees generally relative to their participation in procurement for the Army in the Philippines. Further consideration of this matter may develop other methods of securing the desired information.

P. W. S.

3. Dis to COC - Recommend - That an EM be sent to Camp 29, to act as liaison for Claims Service to make appointments for investigating officers etc.

* - 2 - *

JW

Hardly a full time job for an EM (as badly as we need them). Cases can be handled in groups as required, not overlooking that signatures will be available through War Crimes, etc.

JW

CLAIMS SERVICE QUESTIONNAIRE

The following information is requested because you may have some knowledge of transactions between the U. S. Army, private individuals and concerns. Many records were destroyed during the war and during those hectic days just preceding the Jap invasion, few records were kept. Hence we must rely a great deal upon the memory of those persons having a particular knowledge of any of those transactions.

1. Do you have any personal knowledge of any contractual, requisitioning or commandeering obligations of the U. S. Army or Post Exchange from Nov. 1941 to present date.
2. How did you obtain this knowledge (as a witness, was employed by Army QM, was employed by private concern, doing business with QM or Post Exchange, etc.)
3. If it was one or two transactions you have knowledge of, give details as to time, place, persons, value and amount of materials involved, and if receipts were given. If several transactions, give general outlines of above informations particularly in what capacity were you acting when you obtained the information.
4. Where and by whom were you employed immediately prior to war.
5. What did your duties consist of.
6. ^Your full name.
7. Your address- where mail will always reach you.



HEADQUARTERS, ARMY SERVICE FORCES

OFFICE OF THE JUDGE ADVOCATE GENERAL

WASHINGTON 25, D. C.



SPJGD/D-98715 (Philippine Internees)

18 AUG 1945

Colonel J. A. Myatt, Chief of Claims
Headquarters, Claims Service, AFWESPAC
APO 707, c/o Postmaster
San Francisco, California

Re: Borrowings of Internees and Prisoners
of War in the Philippines

Dear Colonel Myatt:

Reference is made to your letter dated 13 July 1945, Subject: Claim of Amelia Campbell. Your action in forwarding the claim to this office is correct. Whether claims of this type will be handled by the War Department (or even assumed by the United States) is not known. However, for the time being all claims of this nature which may be presented to your office (either by lenders, or by liberated internees or prisoners of war seeking reimbursement for expenditures of personal or borrowed moneys while in custody of the Japanese) should be thoroughly investigated and the reports forwarded to this office under paragraph 11 of AR 25-20.

The problems of adjustment between lenders and borrowers, and the extent to which the Government should enter into such adjustments has assumed government-wide policy proportions, since personnel of Army, Navy and other departments, as well as private citizens and companies whose interned representatives drew on them, are involved. Included also are problems of profiteering, and the varying discount rates for Japanese Military Pesos.

A study is presently being made by the State Department with a view to determining the facts and the advisability and nature of possible legislative relief. It is our understanding that an investigation of the facts is currently being conducted by the United States Consul General in Manila. It is suggested that you cooperate in such investigation, and incidentally secure the general background information as to these transactions which will be helpful both to your own investigations and to the War Department.

This office first encountered this problem when The Surgeon General inquired as to the possibility of reimbursement of interned Army nurses who had obligated themselves for considerable sums of money. A claim form was made up and some 45 or 50 of an anticipated 68 claims have been received. Two copies of this special form are inclosed so that you may see the type of information desired from liberated military prisoners or internees. In dealing with civilian personnel who were interned, the

*File
Myatt, Amelia
Reimbursement
Form*

5

5

SPJGD/D-98715 (Philippine Internees)

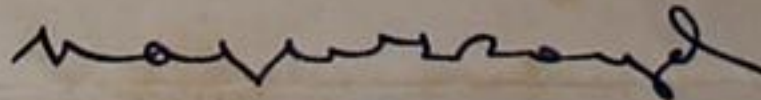
amount of pay (rather than subsistence allowance) received or to be received under the Missing Persons Act would be pertinent to determine. As to ordinary civilian internees amounts received or to be received as back pay or gifts from their private employers while interned should be ascertained, although it would seem that reimbursement claims of internees not connected with the War Department or the Army should be made through their own department, if employed in another department of the Government, or through the State Department if not employed by the United States.

In the case of lenders making claims against the United States, it would seem that the Claims Service, being the representative of the United States in the theater, should accept all claims involving loans made to citizens of the United States, regardless of whether such citizens were connected with the Government. However, this would appear to be a matter for theater policy determination in coordination with the State Department representative in the Philippines.

In the investigation of lenders' claims, in addition to the usual verification of facts, it should be ascertained whether the lender paid and the borrower received full consideration in the light of the money rates at the time. Also, if the evidence of indebtedness is in the hands of other than the original lender, the transaction should be traced to uncover any profiteering and the presence of enemy aliens or collaborationists in the chain. Of course, the citizenship and collaborationist activities of all lenders should be investigated as is done under AR 25-90.

We will keep you advised of decisions made here, and would like to have reports from you, from time to time, as to facts bearing on the overall policy questions which do not show up, or are not in true perspective, in the reports of investigation on individual claims.

Sincerely,



RALPH G. BOYD
Colonel, JAGD
Chief of Claims Division

1 Incl
Spec Clm Form (dup)

CLAIM FOR REIMBURSEMENT FOR EXTRAORDINARY EXPENDITURES | Submit in Triplicate
WHILE IN JAPANESE CUSTODY IN PHILIPPINE ISLANDS | te:

SUBJECT: Claim of _____

TO: The Judge Advocate General, War Department, Washington 25, D. C.

1. Claim is hereby made for reimbursement for extraordinary expenditures made by me while imprisoned in the Philippine Islands by the Japanese Army in the amount of \$_____.

2. The circumstances in connection with my imprisonment which required such expenditures are as follows:

- a. Military organization at time of imprisonment: _____
- b. Date claimant came under Japanese control: _____
- c. Amount of personal funds in claimant's possession when claimant came under control of the Japanese: _____
- d. Date claimant was released from Japanese military control: _____
- e. Amount of personal funds in claimant's possession when claimant left Japanese military control: _____
- f. The necessity for the extraordinary expenditures for which claim is made arose from the following facts (set forth facts in detail): _____

3. A detailed list of the source of funds expended and the amounts and nature of the expenditures is set forth on the reverse side hereof and made a part of this sworn statement. No Government funds are included in the claim. 5-A

4. The expenditures listed on the reverse side hereof were made by the claimant under conditions of urgent and unforeseen public necessity.

5. Reimbursement for such expenditures has not been obtained from any other source and no other claim for reimbursement has been made.

6. Amount received from U. S. Army for subsistence for period in Japanese control \$_____.

Home address: _____

(Signature of Claimant)

(Street)

(Serial number Grade Branch)

(City and State)

(Present military address)

Subscribed and sworn to before me at _____ this ___ day of ___, 19__

(Notary Public or officer or official
authorized to administer oath)

Name and Title

SCHEDULE OF EXPENDITURES

Source of Expended Funds						Nature of Expenditures	
Names and addresses of persons from whom funds were obtained	Date obtained	Amount obtained	Loan or gift	Rate of Interest (if loan)	Amount repaid (if loan)	Amounts Expended	Nature of expenditures (Food, medicine, etc). If lent to or expended for the benefit of other persons, give names, amounts, and amounts repaid to you.

5.9

File contract claims (Procurement) File 8 21

CHECK SHEET

Do Not Remove From Attached Sheets.

JAM/dot

Note No. File No. Subject :

FROM: Chief of Claims. TO: Major Leon D. Latham, Jr. 27 April 1945.

1. I have noted the matter which Lt. Col. Graham of Recovered Personnel brought to your attention and got you to handle. Evidently he failed to tell you that he had taken a similar matter up with me, and that I had refused to consider it as a claim against the Government for property and services rendered the United States.

2. The fact that an American citizen, for reasons, the nature of which would make no difference, advanced sums as loans to other interned American citizens who executed their personal note therefor, would in nowise obligate the United States to repay the lender. The only similar provision which I know of is that relating to expenditure made by military personnel in escaping from the enemy or enemy occupied territory. Reimbursement even then can be made only to, and upon application of such personnel.

3. I think that matters of the type outlined by Col. Graham should be treated as being a personal matter between the parties involved. It has no basis as a claim against the Government. We will have enough headaches without attempting to handle something with which we are so obviously not concerned.

4. Don't let them impose on your good nature!

[Handwritten Signature]
J.A.M.

Refer to Col. Myatt's file, line 22.



4



~~CONFIDENTIAL~~



HEADQUARTERS, ARMY SERVICE FORCES
OFFICE OF THE JUDGE ADVOCATE GENERAL
WASHINGTON 25, D. C.

22 December 1944.

MEMORANDUM FOR THE CLAIMS DIVISION, J.A.G.O.:

Subject: Claims for expenses in escaping from enemy or neutral territory

1. Authorization.— On 11 September 1944, the Secretary of War made an allotment of funds from "Contingencies of the Army 1942-1945" to The Judge Advocate General for the settlement of properly established claims of military and civilian personnel of the War Department or of the Army for personal funds expended, or private property exchanged, by them in effecting their escape from enemy territory. On 21 November 1944, the terms of the allotment were amended to include also personal funds expended, or private property exchanged, in effecting escape from neutral territory.

2. Form of claim.— In order that a claim for reimbursement may be considered, it is necessary that the claimant submit a claim to this office. Claims will be submitted by presenting, as provided below, a detailed statement in quadruplicate, signed and sworn to by the claimant, with his grade, serial number, organization, military address and permanent home address, if military personnel, or his service classification, organization, social security number, if any, passport or visa number, date and place of birth, and permanent home address, if a civilian employee of the War Department or of the Army, setting forth so far as practicable the following information:

- a. Military organization at time of detachment,
- b. Statement as to the date on which claimant became detached from his military organization (for example, when he landed in enemy or neutral territory),
- c. Statement as to place where claimant became detached from his military organization,
- d. Statement of services, supplies, transportation or other things of value, furnished to the claimant, for which money was expended or property exchanged.
- e. Other pertinent facts and circumstances, in connection with the escape, in sufficient detail to provide a proper basis for action on the claim by the approving authority.
- f. Statement of date and place claimant returned to military control,
- g. A certificate that the expenditures listed by claimant in the inclosed statement were incurred and made under conditions of urgent and unforeseen public necessity.

~~CONFIDENTIAL~~

h. Statement (sworn to, if possible) by the claimant's commanding officer, or others having knowledge of the facts, to corroborate the claim, or an explanation of the reasons why such statement is not available.

i. Statement, noting exceptions, if any, that no previous claim has been made by the claimant based on the same escape.

3. Claim forms.— Forms to be used in submitting claims are attached. As additional forms are required they may be reproduced within the command concerned.

4. Voucher.— At the time such a claim is forwarded for administrative action, it must be accompanied by War Department Form 6, signed by the payee (claimant) on the line indicated thereon, and three carbon copies on War Department Form 6a. All four copies of the voucher must be marked "Confidential".

5. Voucher forms.— Attached hereto is one specimen filled-in form of War Department Form 6; only the information now inserted need appear on the voucher. As additional forms are needed they can be secured from a supply depot within the command concerned.

6. Corroborating evidence.— The claim should be supported by corroborating evidence in the form of a certificate based on claimant's service record, copies of orders establishing the fact that claimant is an evadee or escapee, or a sworn statement from one or more persons who have personal knowledge of some or all of the facts stated in the claim. If corroborating evidence is not available, a statement as to the reasons therefor must be submitted with the claim.

7. Filing of claim.— The claim and all supporting information, in quadruplicate, will be placed in an envelope sealed, marked "Secret" ~~and~~ "~~Confidential~~" as is appropriate, and addressed to Office of The Judge Advocate General, War Department, Attention Chief of Claims Division, Washington 25, D. C. This envelope will then be placed in a second envelope, sealed and addressed to Office of The Judge Advocate General, War Department, Attention Chief of Claims Division, Washington 25, D. C., and forwarded direct to this office for appropriate administrative action.

For The Judge Advocate General:

RALPH G. BOYD,
Colonel, J.A.G.D.,
Chief of Claims Division.

- 2 Incls.
- 1. Specimen WD Form 6
- 2. Claim form.

~~CONFIDENTIAL~~

UNITED STATES WAR DEPARTMENT

D. O. Vou. No. _____
Bu. Vou. No. _____

VOUCHER FOR CONFIDENTIAL EXPENDITURES

Voucher prepared at (Place) _____ (Date) _____
THE UNITED STATES, Dr.,
To (Name, serial number, grade, organization) _____
(Payee)
Address (Home address of payee) _____

PAID BY

(For use of Paying Office)

For confidential expenditures under appropriations listed below.

For expenditures incurred during the period (Date) _____ to (Date) _____
(Fill in if voucher covers reimbursement of funds actually expended)
A212/50102 _____ CONTINGENCIES OF THE ARMY, 1942-1945
(Symbol)
532-1011 P413-07 (S49-029)

AMOUNT	
DOLLARS	CENTS
(amount of claim)	
TOTAL, (amount of claim)	

I CERTIFY that the above account is true and correct; that payment therefor has not been received; and that the amount has been or will be expended for confidential military purposes.

SIGN ORIGINAL ONLY

* (/s/ name) _____
(Signature of payee)

Date (Date signed) _____, 19_____

Title (Grade and organization) _____

APPROVED: For approval of Secretary of War dated 9 Sept. 1944 and amendment dated 20 Nov. 1944 and WD Form No. 35. See D.O. Vou. No. 195558 (Cl. of S/Sgt. Frank J. Chappell).
SIGN ORIGINAL ONLY
Secretary of War.

I CERTIFY that the above-listed expenditures are properly chargeable to the appropriations indicated.

APPROVED FOR \$ _____

SIGN ORIGINAL ONLY

* _____
(Certifying and approving officer)

Title _____

Paid by { Check No. _____, dated _____, 19_____, for \$ _____, on Treasurer of the United States in favor of payee named above.
Cash, \$ _____, on _____, 19_____, Payee _____
(Sign original only)

*The Certifying and Approving Officer will not be the Payee.

INSTRUCTIONS.—Supporting receipts, if available, or certificates in lieu thereof, should be attached to duplicate copy, except where security may thereby be violated. No details will be shown on face of voucher.

~~CONFIDENTIAL~~

5-8

3-8

CLAIM FOR REIMBURSEMENT FOR EXPENDITURES
MADE IN ESCAPING FROM ENEMY OR NEUTRAL TERRITORY

This Claim Must be
Submitted in Quadruplicate
Date

Subject: Claim of

To: The Judge Advocate General, War Department, Washington 25, D. C.

1. Claim is hereby made for reimbursement for expenditures made by claimant while escaping from enemy or neutral territory in the amount of \$ _____.
(State in terms of United States currency.)

2. The circumstances in connection with the escape are as follows: (If the facts involve classified military information, mark all papers in accordance with the provisions of AR 380-5.)

- a. Military organization at time of detachment: _____
- b. Date claimant became detached from his military organization: _____
- c. Place where claimant became detached from his military organization: _____
- d. Services, supplies, transportation or other things of value furnished claimant, for which personal funds were expended or property exchanged and all other pertinent facts are as follows: (Set forth all facts in detail, adding additional sheets if necessary.)

e. Date claimant returned to military control: _____

f. Place where claimant returned to military control: _____

3. A detailed list of the money and/or property for which reimbursement is claimed is set forth on the reverse side hereof and made a part of this sworn statement. No Government funds or Government property are included in the claim.

4. The expenditures listed on the reverse side hereof were made by claimant under conditions of urgent and unforeseen public necessity.

5. Statement (sworn to, if possible) by claimant's commanding officer, or others, having knowledge of the facts to corroborate the claim are attached. (If corroborating statement is not available reason therefor is stated on attached sheet marked Exhibit _____.) (Strike out underlined statement if not applicable.)

6. No previous claim for reimbursement has been made.

Permanent Home Address		Signature of Claimant		
Street				
City		Serial Number	Grade	Branch
State		Present Organization and Military Address		

The Above Information Must Be Given

Subscribed and sworn to before me at _____ this _____ day of _____, 19____

(Notary Public or other officer or official authorized to administer oath) _____ (Title)

3-A

3-A

4-2

3 March 1945

The General Headquarters
General MacArthur's Staff
Through the Counter Intelligence Corps
Cabanatuan, Nueva Ecija

Gentlemen:

On the advise of a released American war-prisoner, I have the honor to submit herewith a confidential report of the activities of an underground organization, of which I was a member, to help the lot of American war prisoners. The undersigned does not claim credit for himself, but for the whole members and donors who gave their wholehearted support that this organization might achieve its name. In the succeeding pages, this report is arranged as follows:

- I. MY WORK BEFORE THE PACIFIC WAR.
- II. THE COMING OF THE JAPS.
- III. THE TRANSFER OF THE AWP's TO CAMP I AT CABANATUAN.
- IV. HOW I HAPPENED TO BE AN UNDERGROUND OPERATIVE.
- V. THE UNDERGROUND SOCIETY.
- VI. HOW I SMUGGLED SUPPLIES, LETTERS, AND MONEY IN THE CAMP.
- VII. HOW I DELIVERED NOTES, LETTERS, AND OTHER THINGS TO MANILA.
- VIII. THE UNFORTUNATE DISCOVERY.
- IX. THE COMING OF THE AMERICANS.

Very respectfully,

/s/ Horacio Manaloto
/t/ HORACIO MANALOTO
(Underground name: Mutt)

Cabanatuan, Nueva Ecija.

Incl: #2

I. MY WORK BEFORE THE PACIFIC WAR.

I was a drawing teacher in the Nueva Ecija Trade School at Cabanatuan, exactly seven and one half years on the day the Japs started their undeclared war. Like most married teachers in the Islands, I found it hard to live on eighty pesos a month, but tried to stretch my pesos till I found they can be stretched no longer. Anyhow, my family including my parents, my borthers and sisters, managed to live decently on my pay envelop.

II. THE COMING OF THE JAPS.

The infamous bombing of Pearl Harbor and the subsequent invasion of the Philippines jarred the life out of our placid existence. We evacuated to the mountains where we lived the life of a recluse. We have heard of the savage and barbarous acts of the Japs who looted, raped and killed the inhabitants of the town they entered, and it only made us the more resolved to evade them, especially considering that I had been one of those who guarded the civilian Japs who were rounded up and concentrated in a camp at Cabanatuan at the outbreak of the Pacific war.

Still apprehensive and still evading the sight of the Japs, as we do the plague, we returned to the north edge of the town, our little savings all dwindled away after five months of untold misery in the wilderness of our retreat, to find our new home very comfortable. We managed to live as best we could until we got hold of a cart and carabao which wet us on foot again. We (a co-teacher of mine in the Trade School pooled our resources together) used to go to remote barrios and out-of-the-way-places, bringing goods in our cart and selling or bartering our goods for whatever customers have or whatever they can afford.

III. THE TRANSFER OF THE AWP'S TO CAMP I AT CABANATUAN.

The transfer of the AWP's to Cabanatuan from Capas was news to the town people. We saw the prisoners being taken to Camp I on foot. Dodging Jap guards all along the road to Bangad (camp site) the people kept passing or throwing food to the AWP's. Footsore, hungry, and fatigued, several AWP's were left behind their lines. These were later picked up by passing Jap trucks on the way to the Camp. It was exciting to see people passing food through the barbed wires of the camp, knowing full well that the Japs heavily guarded the surroundings. However, these people still managed to cater to the AWP's unknown to their Jap captors. The Americans who were able to received food that way were very grateful and tried to pay for this food three or four times the usual price, even if the people declined to receive payment.

IV. HOW I HAPPENED TO BE AN UNDERGROUND OPERATIVE.

After several weeks in Camp I, some AWP's were permitted to buy supplies in town, but only under heavy guards. The prisoners left in camp made their orders from these AWP's who were able to secure permits. We saw General Stevens twice doing his shopping accompanied by Jap Officers. Those prisoners with permits do their shopping right in the market. This practice was stopped when one Filipino woman was caught passing a note to a prisoner. Needless to say, the Jap MP took care of this woman and it is common knowledge that the Jap MP's know their business when it comes to punishing offenders.

Later, the practice of giving permits to AWP's shoppers was stopped, and they were only permitted to buy from stores outside

the market. Jeff (Tomas de Guzman, a co-teacher of mine) store was lucky to have an AWP commissary officer as his customer. The officer came to the store twice a week to do his shopping. During this time, these Americans were able to pass checks, paper money, and other valuables to be cashed, changed or sold.

A few weeks later, the practice of giving permits to prisoners to do their shopping outside the camp was stopped altogether. Col. Kremer (commissary officer during the earlier part of the prisoners' transfer to Camp I) got permission from the Jap supply officer to let Jeff and his brother Olympio enter the camp to cater supplies and food to the prisoners. I was taken by Jeff as a helper and, henceforth, I was able to enter the camp. Thus began the period of my underground work for the AWPS. I was a lone worker at first. I managed to smuggled in the camp notes and letters of wives or friends of some prisoners; also food and medicine not in the approved order sheet of the Japs. I do not know how I escaped all these, but Providence willed that I be alive to tell the story.

Col. Johnson relieved Col. Kremer as commissary officer after a few months - supposedly on account of the later's health. This time, caterers and merchants with permits to enter the camp were rigidly inspected. Boxes and containers were likewise inspected for smuggled supplies or letters. Signs prohibiting Filipinos to talk to the prisoners were posted conspicuously. Merchants could only talk to the commissary officer while in front of a Jap interpreter.

One word on the living condition of the AWPs. Most of them wore only G-strings, were barefooted, and were thin with several kinds of tropical ailment. This is especially true with the prisoners in the hospital group. Almost fifty percent of the internees were sick or dying. "19 T" (Col. Mack) told us that after we were able to smuggle in food, medicines, clothings, and money, the percentage of death and sick prisoners gradually declined.

"Makabuhay" (Col. Johnson) came to know me appreciably well. He told me that a certain lady without permit will contact me regarding some supplies she wants smuggled inside. I understood she sent a note to "19 T" through a prisoner on "detail" about these supplies, and requesting Makabuhay to help her. I did not know then that there was another operative in town. Makabuhay told me that the lady is O. K. He gave me her name as Naomi Flores. She came to town one day and talked the business over with Jeff and me. From that day, I ceased to be a lone-wolf and was incorporated in the underground society of operatives to help AWPs within its reach.

V. THE UNDERGROUND SOCIETY.

This particular underground society had its head office in Manila. I was introduced to Aunty as a fellow who is willing to help the cause. I met Sparkie and Vangie. I gathered that Sparkie did plenty of work in soliciting donation, buying medicines and supplies, while Aunty take care of wrapping (wrappers had code numbers) and sealing these supplies with the help of several underground members. I think Sparkie and Aunty deserve a lot of praise and congratulation for convincing our Filipino Spanish residents to help our cause. (These people need not be convinced. They give freely.) Sparkie prepares the supplies and other things for the AWPs at Cabanatuan as soon as I call him to tell him that I just came in. The organization received substantial donation of medicines, shoes, renovated clothes, money, and

other supplies for the hospital in Cabanatuan. Aunty does practically the same work as Sparkie. Aunty was licked in Fort Santiago on question of her true nationality. However, prior to Aunty's release, Sparkie was blackmailed for the sum of five thousand Jap notes, supposedly to fix her case and at the same time to avoid involving the society. After she was released, we refrained from frequenting her place as a precautionary step.

VI. HOW WE SMUGGLED SUPPLIES, LETTERS, AND MONEY IN THE CAMP.

Before I met Looter (Naomi Flores), she had been doing underground work near a small bridge. (The "cart detail" manned by AWP's used to pass this way.) She came from Manila to Cabanatuan at the direction of the head office. Looter, I understood, was a released guerilla, so she stayed permanently at the edge of the town on the way to the prisoners' camp. Vangie used to do the carrier's job from Manila to Cabanatuan. After becoming member, I took care of this work, because the Japs got suspicious of Vangie's movements. She kept away from Cabanatuan and went hiding in Manila. Most of the personal packages were handled by Looter and Josefa (another member) while I smuggled in food, supplies, medicines and money for the hospital. Jeff sometimes helped me with my works. Looter's method of smuggling things in the camp was through the cart detail. She took care of getting outgoing letters and acknowledgements from prisoners and passed these to me beginning that time when Vangie stopped coming to Cabanatuan. This branch I took to Manila on my frequent trips. (See VII) My methods of smuggling in camp can be enumerated as follows:

- a. Concealing letters, money and medicine in coffee bags, black pepper bags, or sometimes in cassava sacks.
- b. Listing down supplies in our regular invoice and making it appear that the commissary ordered these supplies and were supposedly paid for. (Less risky.)
- c. Telling Col. Johnson to include in his next order donated food and other supplies ready to be smuggled in. Delivery is made in accordance with method (b).

VII. HOW I DELIVERED NOTES AND LETTERS TO THE HEAD OFFICE OF OUR ORGANIZATION.

My method of delivery of notes and letters to Manila was easier than that of smuggling things into the camp. I concealed these letters in used banana leaves and make them appear like a native dessert. These were placed on top of bag of vegetables. My credential from Col. Johnson were concealed in the fold of my shirt at the back. Jap MPs took my dessert for granted. Sparkie used to receive me at his office after making my appointments.

VIII. THE UNFORTUNATE DISCOVERY.

I came from Manila May 1, 1944, and Looter went to the store to get the stuffs she had to smuggle on May 2. In the afternoon of the same day, I went to see her and Josefa. I gave them a note addressed to Makabuhay to be wrapped with the rest of the letters and notes which Sparkie told me to write about a possible loan of fifty four thousand Jap notes which the AWP's wanted to secure on the strength of their promissory note. I advised them to be cautious. In the afternoon of the start of the next day, Josefa came to me, pale and out of breath. She told me that the prisoner who picked their packages under the bridge was caught red-handed. I was uneasy. Josefa did not stay long. After she had gone, I decided to see Looter, who told me the prisoner was

not aware that a guard was following behind. The prisoner was caught in the act of hiding the smuggled package in his (prisoner's) canteen pocket. The prisoners and his companions were all tied, beaten and taken back to the Camp. The next day, Jeff, Olympio, and I were picked up by one of the Jap officers of the Camp and were locked in different cottages in the camp compound. That same evening, Jeff and Olympio were released, while I was left behind. I forgot to keep track of the passing days. I was given boiled potatoes for breakfast and boiled rice and mustard leaves for lunch and dinner. The Jap camp officer and an interpreter blundered in their first investigation. They got mixed up with their dates, affording me an air-tight alibi, so they postponed the investigation and finally decided to let the Jap MPs handle the case. On the last morning in Camp, I was taken to the camp's Administration Officer where I saw about eighteen prisoners being tied by the MPs; also two Filipino (a fat woman and a young man) whom I understood were the ones the interpreter was referring to on the night I was first investigated. Then we were all literally thrown on a waiting truck. On the way out, some Filipinos were hauled on the truck. We were taken to the Jap MP office in town. We, Filipinos, were taken to the MP's quarters, while the AWPS were locked in the rooms below the MP's office. In the group I was with, I recognized Josefa's mother and father, and the fat woman. I did not know the rest of the group. Investigation started as soon as we reached our places. Through interrupted whispers, I learned from Josefa's mother that Looter and their daughter were able to leave town the day we were pinched. I was the last to be investigated that day. During the investigation, they wanted to know my connection with Looter and Josefa. Throughout the proceedings, I denied having any connection with them. The Jap asked me where Vangie was. I told him I don't know anybody by that name. The investigator grabbed a glass of water near him and splashed the water on my face. He kicked both my shins and struck me with his fist on my left jaw. Stunned for a few seconds, I was allowed to go back to my place and think things over. That night I learned that the fat woman squealed on me. The young man, I learned, owns the house where Looter used to stay, told the Japs that I used to stop at their house and make appointments with Looter. I gathered from the rest of the group that the Japs wanted to know Looter and Josefa's whereabouts. That night I was not able to sleep because my whole body ached.

The next day investigation was resumed. I noticed that my companions were not hurt. They were told to take their places after they were briefly questioned. Again I was last to be called. This time, when I claimed ignorance of Vangie, the investigator strangled me till I was half conscious. He (investigator) placed the sole of his shoes on my feet and pinned me to the wall when I told him I knew Looter and Josefa only because they used to order goods from me and not for any other reason. He got mad and hit my head with a piece of wood intended to be used as a window jamb. I was not able to see light for a few seconds. I was told to go back to my place and again advised to think things over. I literally crawled to my corner. Josefa's parents were very sorry for me. That afternoon, four of our companions were released after a brief questioning. Josefa's mother and I were the only ones left after the third day.

For four succeeding days, I was tortured, but each day I made the same statements to different investigators. I learned throughout the questioning that the Japs learned my connection with Looter and Josefa from people near Camp I. By that time I had already swollen fingers, aching sides and shins, and black back. Everytime I came out of the investigation room, I would find Josefa's mother crying.

Through snatched conversation, I learned from Josefa's mother that the Japs got the names and addresses of all their relatives. Asked what they knew about Looter, they declared that all they know was that Looter went to Manila regularly. They do not know why. Asked why they knew Looter, and they answered because she was a friend of their daughter. I gathered that they were being held on the expectation that Josefa might show up if she knew that her parents were being held because of her.

I was last investigated one day before I was released. That time the Japs thought they had a closed case. They knew I used to stop at Looter's place and deliver packages and that I go to Manila very often. These packages they claimed were the ones they found in the hands of a prisoner. For each of these charges I had very good replies. I reasoned out that these packages contained coffee, ham, and beans which mistook them for letter. I made frequent visits to Manila I said because the AWP's placed their orders with our store, three or four times a month. Thinking they can break me down by inquisitional methods, I was tortured till I was dizzy. I remember I have had nothing to eat since breakfast. Everytime I was told to tell the truth I answered back that I was telling them the whole truth. When I was told to stand I thought my legs and arms were falling apart. I had to rest a little while and got my bearings before I could stand. Thinking they really could no longer get information from me, they sent me back to my place. When I reached my place, Josefa's parents gave me boiled potatoes and rice they saved for me since morning. That night I planned to escape, but Josefa's mother discouraged me. The next morning, Josefa's parents were released after a brief questioning. I thought I was in for life. At noon the Japs brought again the fat woman. This time I could hear the questions and her answers because she was investigated right in front of my place. Her answer now were that she was not sure if the packages I used to hand Looter contain letters. The investigators shoved her out of the room. The investigator went to my corner and told me that I can go home, but that I should report any news of the whereabouts of Looter and Josefa.

Everybody in the house were surprised when they saw me. They thought that I was already executed. Jeff's wife examined me (she is a doctor) and gave me the necessary prescription.

Four days afterwards, Jeff's family went to Gapan, leaving me, my family and his brother Edilberto. Three days later, the officer from Camp I, who locked me up the first time, came to our store. He questioned me in his automobile while three armed Japs guarded me. This time I learned that they had unearthed some more names. He asked me if I knew persons by the names of Jeff, Mutt, and Sparkie. I told him that I do not know anybody answering to those names. He asked me if I knew somebody by the name of Ramon Amusategui. I answered in the negative. He shouted at me. He thinks he said my real name is Mateo (same sound as Mutt) and that I had been released by the MPs on their belief that I was innocent. He said no, because he saw my name among the notes and letters they caught. I knew this was a bluff. Evidently he had to make sure so he sent me back to the store and wait for him there. If he come back after ten or fifteen minutes, I knew he will not be able to reach me because the moment I heard his car leaving, I instructed my wife to burn all my photographs and that under no condition should she divulge my whereabouts. I left that night and slept in my god-father's house who sympathized with my plight. He hired a calesa four o'clock the next morning and took me to San Isidro, his hometown. Several days afterwards, he sent me words that the Japs from Cabanatuan were looking for me, but

that Edilberto told them that I was in Manila. Luckily my family transferred to my god-father's house the day the Japs came back. I practically lived a hermit's life. After a week stay in San Isidro, I sent a friend to contact Sparkie in Manila, also locked up in Fort Santiago. I don't know how the Jap Intelligence worked but I am still solving up to this day how they blasted our organization wide open.

With prices of commodities very high, my family saw our small savings getting very low until finally we had not even a cent. To raise money, we had to sell practically all our valuables, clothings, and shoes. Even these were not enough, and we used to ask help from friends. One day we heard of the coming of the Americans.

IX. THE COMING OF THE AMERICANS.

The landing of the American liberation forces on Leyte gave me hope and the landing of the Americans on Luzon gave us life. Today we are a free people. Though still out of job, we lead a happy life, unmarred by nightmarish dreams of torture and persecutions. Today we face the future with the calm assurance that we can plan our lives unmolested. And we have faith that the Stars and Stripes will lead us on the brighter realms of peace and prosperity.

50. Story of Naomi Flores and the Cabanatuan "Underground"

Among the many Filipino visitors to the Santo Tomas camp during these colorful days was Naomi Flores, a stocky, 22-year-old Ilocano girl, who for nearly 3 years risked her life as the principal contact agent at O'Donnell (Capas) and later at Cabanatuan in the underground communication and supply system established between these prisoners-of-war camps and friends and relatives of the prisoners in Manila. She was arrested and "investigated" by the Japanese military police three different times and was once tortured for a week in Fort Santiago, but they were never able to obtain any evidence against her until later, and that time they failed to capture her. What impelled this simple, though intelligent young girl to accept such risks and run such fearful dangers to herself, remains a mystery of human motivation. The answer is perhaps to be found in the fact that, as an orphan, she became the ward of an old-time Constabulary officer and governor of the Mountain Province, Col W.E. Dosser. At the time the war broke out, she was employed in the beauty-parlor of Mrs. Mary Holland. When Mrs. Holland was interned at Santo Tomas, Naomi continued to live in her house at 116 Alhambra, Ermita.

Early in August, 1942, Naomi accompanied Mrs. John Utinsky to the prison-camp at O'Donnell. Mrs. Utinsky was the wife of an American mining engineer who had joined the USAFFE and who was then a war-prisoner. She herself was a Canadian, but had avoided internment by posing as a Lithuanian. Provided with a false passport, she tried to contact her husband in Bataan, but had been unable to do so. Now she learned that he had probably been transferred to Cabanatuan. However, she and Naomi did meet Dr. R. Y. Atienza of the Philippine Red Cross and discussed with him how they might get medicines and food to the prisoners. Atienza said he would consult Colonel Duckworth, with whom he was sometimes able to exchange a few words. The doctor hereupon contacted not only the Colonel, but also General Stevens and Chaplain Tiffany, and they agreed that help then would save many lives. So it was arranged that whatever supplies Mrs. Utinsky and Naomi might be able to bring to O'Donnell would be smuggled into the camp by Dr. Atienza and one of the prisoner truck-drivers.

Beginning in a small way by selling their own furniture and jewelry, the two women were soon obtaining donations from many others which enabled them to bring considerable sums of money and quantities of supplies, mostly medicines and beans and coffee, to the camp. Naomi traveled weekly between Manila and O'Donnell by train or bus, dressed as a poor market-vendor. In October, she personally met General Stevens and Colonels Duckworth and Shock, Dr. Atienza taking the risks to bring her into the camp. They expressed their gratitude and asked her to go on with the work but to be very careful.

That same month the majority of the American prisoners were transferred to Cabanatuan, and new arrangements had to be made, and as Duckworth and Stevens had been taken to Bilibid to be transported to Japan, she got into touch with Colonel Mack of Cabanatuan in January 26, 1943, and a plan was worked out according to which Naomi would leave her packages of letters, money, and supplies under some bridge or culvert near the camp to be picked up by a prisoner grass-cutting detail and conveyed to the camp in the gang's pushcart. Major Utinsky had in the meantime died, and Mrs. Utinsky who had unhappily never been able to get in touch with him, now said that she would have nothing more to do with the underground as it was too dangerous but when Naomi got things to running smoothly once more, Mrs. Utinsky again decided to resume her part. Naomi usually traveled by train and then walked eight kilometers with her packages concealed in a market basket, to somewhere near past the camp. She would deposit them in some place of concealment, previously agreed upon, and would remain nearby until Fred Treatt, the pushcart man, would come to get them, signalling to her when he had done so. If he could not or dared not take all the packages, he would joggle his foot to indicate this, and she would go back to get those which remained and place them there again the next day. The hiding place was frequently changed.

Mrs. Utinsky and Naomi got many of the Manila donations through Fathers Loler and Kelly of the Malate Church and Bishop Binstead of the Episcopal Church, and medicines and money from Dr. Tee Han Kee, the Chinese owner of a big drug store in Manila. Early in 1943, Ramon Amusatogui, a Spaniard, joined the two women in the work, and also his sister-in-law who was the wife of Captain Short, a war-prisoner and Kurt Geuntner, a Swiss, who was his brother-in-law. After this, Naomi began to carry considerable sums of money for Juan Elizalde, Amusatogui himself, Joaquin Mencarini and his wife, Mr. & Mrs. Haig Assidurian, Pietro Pirovano, and Vicente Madrigal. Most of this was turned over to Major Howard Cavender for distribution

in the camp. Duggleby, interned in Santo Tomas, sent ₱10,000 to Colonel Mack every two weeks for the mining men among the prisoners. Another receiver and distributor in the camp was F.D. Rogers, former governor of Sulu. Ernest Johnson, of the U. S. Maritime Commission, interned at the Doctor's Hospital in Manila at that time, also sent large sums of money very frequently for the camp hospital. Most of this money was collected by Amusatogui or by Mrs. Utinsky in Manila, and taken by Naomi to Cabanatuan.

Naomi was arrested several times, but not in connection with the underground communication system. Her first arrest occurred in October 6, 1942. Colonel Gilhouser, a retired Constabulary Officer interned in Santo Tomas, had asked her to take care of three American soldiers who had escaped from the Japanese and she kept them in Mrs. Holland's house for a month. Then one of them, known to her only as Barney got careless and accepted an invitation from a Spanish mestizo girl in the neighborhood who was living with a Japanese captain and was herself a spy. The young soldier was seized at her house and was later executed. Possibly he talked under torture, for the Japanese now also raided the Holland house and caught one of the other soldiers, Tommy Lasa; the third "Frank" got away and Naomi never saw him again. Naomi herself was also arrested and she and Lasa were both taken to Fort Santiago. She was tied up and put into a dark cell, questioned, beaten, burned on the legs with hot irons, and made to kneel for hours on the edge of a sharpened strip of bamboo, but the Japanese did not know anything about her O'Donnell activities, and after a week, when she had signed a pledge that she would never have anything more to do with Americans, she was released. Lasa was held at Fort Santiago for nine months, but was then released because he had papers indicating German citizenship; they were counterfeit.

Naomi was arrested a second time, early in 1943, at the Tutuban railway station in Manila, but only on suspicion. She had just stepped off the train from Cabanatuan and was carrying letters and receipts under her skirt. She was taken to Fort Santiago and searched, but escaped close examination by telling the military police that she was "sick". She was let go at the end of the day. After this, however, she thought it advisable not to travel so frequently between Manila and Cabanatuan, and remained at the latter place to manage affairs at that end, of the system, while another brave young girl, an American mestiza, Evangeline (Vange) Neibert, traveled back and forth.

Late that same year, 1943, when Naomi happened to be in Manila and at the house of Mrs. Utinsky, she was again arrested and taken to Fort Santiago, but she was only questioned about her friend and asked whether the woman was not a spy. Naomi answered that all she knew about her was that she was a Lithuanian and unmarried. She was released the following morning.

A few days later, back at Cabanatuan, Vange failed to arrive at the expected time and Naomi was so worried about her that she went back to Manila to find out whether there was anything wrong. Her train was delayed at Bigaa and she arrived late, fortunately, it proved, for she learned on telephoning a friend that Mrs. Utinsky had been arrested too if she had gone there. Vange, she was told, was laying low. Mrs. Utinsky was questioned and beaten, but Amusatogui went bond for her and she was released after a week. The group suspended its activities for nearly a month, but then started up again.

On the whole therefore, the little ring operated very successfully for nearly two years, but then came disaster. On May 3 1944, Treatt was caught at a bridge near the camp with money and letters.

Naomi was in a friend's house nearby, looking out of the window with her friend's baby in her arms. She saw Treatt seized, saw the Japanese coming to her house. She put down the baby and escaped by way of a back window. She was pursued, and after several hours Japanese in cars drove up and down the road to Cabanatuan looking for her, but every time she was a car coming she would go into a house along the road, asking for a drink of water as a pretext to keep out of sight.

When she finally arrived at the town of Cabanatuan, she went to the house of a friend, the Maglayas, who had been helping her in her work for several months. She feared that the Japanese might somehow identify at least some of the persons to whom the captured letters were addressed as well as some of those who had written them although aliases were always used. Perhaps they had already learned

from their spies that she was "Looter"; Amusategui, "Sparkplug"; Mrs. Utinsky, "Shorty"; Manaloto (a Filipino go-between at Cabanatuan), "Mutt"; Colonel Mack, "Liver 19"; Treatt, "Mango"; Duggleby, "Gupit"; and so on.

She and a daughter of the Maglaya family, Joffie had had their picture taken together a few days before by a Japanese photographer in the town, and the two girls therefore, immediately went to his studio to get the prints and succeeded in getting the negative as well. This proved to be a wise precaution for just after they had left the place, the military police drove up and entered. The two girls dodged into a church. That night at 4 o'clock in the morning, the Maglaya home was raided and all the inmates were arrested, the father, mother, daughter (a sister of Joffie) two visitors from Manila, known to Naomi as Mrs. Smerfield and Mrs. Jarrett, and two Filipino men and one woman who had been hired to cut pipe-tobacco to be smuggled into the camp. Naomi and Joffie, however, had gone to another house to spend the night, and were not taken. Young Manaloto and his wife were arrested that night, as were Mrs. Victorina de la Cruz, in whose house Naomi had been staying and Manuel Rivera in whose house she sometimes took her meals. Naomi believed that a certain Mitring Dombrique, who had a store near the bridge where Treatt had been seized had turned informer.

Those who had been arrested were taken to the prison-camp where they were all mistreated and some tortured for fifteen days. Manaloto and Mrs. Maglaya and Joffie's 21-year-old sister, Mrs. de la Cruz, and Rivera were all given the "water cure", had water poured into their noses every few hours for a whole day and being questioned in between times. None of them talked. They all claimed ignorance and after another week of incarceration in the Cabanatuan two jail were released.

Treatt also, though tortured gave out no information. He claimed he had only "found" the letters and the money. Some thirty or forty of the war prisoners in the camp were punished, beaten, and made to go without food. Colonel Johnson got word to Naomi to go into the mountains and keep away or she might be taken and tortured, possibly be made to talk, he said, and they they would all be slaughtered. Naomi and her friend Joffie, therefore, spent the next six months in the Sierra Madre and Mapait mountains under the protection of the Hukbalahap guerrillas.

Naomi's disappearance did not end the matter. Later in Manila, Amusategui was arrested and several members of the Elizalde family, Pirovano and others. Whether in connection with this case or another, Antonio Escoda and his wife Josefa Llanes Escoda, who were members of another underground group were arrested. The Mencarinis were arrested then in Santo Tomas, as has already been told Duggleby and Johnson, and also Gridell, the Chairman of the Internee Committee, and Larsen another internee. Naomi had never had any dealing with the two latter. Of the Elizaldes, all but Juan Elizalde were released after a few weeks. It was said that Amusategui was executed, he having assumed the responsibility for everything, but the bodies of the four men from Santo Tomas were also discovered after liberation; apparently they had been beheaded. It was probable, too that the Mencarinis, the Escodas, and Elizalde and Pirovano were killed in the final massacres if not before. How Fathers Lolar and Kelly met their end has already been recounted.

All these people among them the wealthiest and most influential in the country were executed or murdered for the heinous crime of donating food and medicines and money to save the lives of at least some of the soldiers of America and who had become the wretched prisoners of the Japanese beasts.

The Escodas were associated with the Volunteer Social Aid Committee, the "VSAC" to which such prominent society girls as Helen Benitez, Pilar Campos, and Betty Wright belonged. Their "contact" at the Cabanatuan camp was Commander Davis. Unfortunately, some of the members and attaches in the "VSAC" were suspected of speculation, the selling of donated medicines, etc. Mistrust developed and the Amusategui group even came to suspect certain individuals in the other of being carried so far by the competitive spirit as to turn informers. Commander Davis was taken out of the camp by the Japanese and was presumably among those drowned on one of the torpedoed Japanese prison ships. Pilar Campos, against whom there was never any suspicion was killed in the February massacres.

A third organization the Chaplain's Aid Association had Lulu Reyes, another socialite as a front. It worked formally through the Japanese and was supported by Father Hurley and other church dignitaries, but in spite of this, Father Buthenbruch, a German, the principal go-between, was executed by the Japanese in December or January for underground activities.



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Policy File No. 54

SUBJECT: Red Cross Claims

1. 21 July 1943 - Claims arising re Volunteer Red Cross Drivers of Army Vehicles
2. 03 Mar 1945 - Damages arising through Red Cross occupancy are responsibility of Army, not assignable to Reverse Land Lease
3. 29 May 1945 - Sales and Issues to the American Red Cross
- 3-A 8 Oct 1945 - USO Claims
4. 1 Nov 1945 - AFPAC Regulations 100-20
5. 21 June 1946 - CE ruling on damages by ARC
6. 20 July 1946 - Red Cross claims are within jurisdiction of Claims Service
7. 4 June 1947 - FEC Cir #65 American Red Cross
8. 30 June 1947 - Red Cross Claims - Australia
9. - Reference Sheet

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OFFICE OF THE ATTORNEY GENERAL
Washington, D. C.

5 August 1943

The Honorable

The Secretary of War

My dear Mr. Secretary:

Your letter dated June 15, 1943, requests my opinion whether the benefits of the act of March 7, 1942, 56 Stat. 143, made available for persons efficiently reported missing, missing in action, interned in a neutral country or captured by an enemy were intended to be applicable to the members of the Army of the Philippines who were ordered into the service of the armed forces of the United States.

It is my opinion that the provisions of that act relating to such benefits are applicable to members of the Army of the Philippines.

Section 2 of the act of March 7, 1942, provides in part:

"Any person who is in active service and is officially reported as missing, missing in action, interned in a neutral country, or captured by an enemy shall, while so absent, be entitled to receive or to have credited to his account the same pay and allowances to which such person was entitled at the time of the beginning of the absence or may become entitled to thereafter."

Subsequent related sections of the act are also applicable to the persons embraced by section 2.

Section 1(a) defines the term "person" to mean:

"xxx commissioned officer, warrant officer, enlisted person (including persons selected under the Selective Training and Service Act, as amended), member of the Army or Navy Nurse Corps (female), wherever serving xxx"

Section 1(b) defines the term "active Service" to mean:

"xxx active service in the Army, Navy, Marine Corps, and Coast Guard of the United States xxx"

Section 2(a) (12) of the Philippine Independence Act (48 Stat. 456, 457) provides that the Constitution of the Philippines shall contain a provision to the effect that, pending the complete withdrawal of the sovereignty of the United States, the President of the United States shall have the right to call into the services of the armed forces of United States all military forces organized by the Philippine Government. Compliance with that requirement is found in section 1 (12) of the Ordinance Appended to the Constitution of the Philippines. Acting pursuant to the above authority, the President of the United States on July 26, 1941 (6 Fed Reg 3825) issued a Military Order reading as follows:

"xxx I hereby call and order into the service of the armed forces of the United States for the period of the existing emergency, and place under the command of a General Officer, United States Army, to be designated by the Secretary of War from time to time all of the organized military forces of the Government of the Commonwealth of the Philippines xxx"

In an opinion dated April 27, 1942, to the Administrator of Veteran's Affairs, the Attorney General concluded that, as a result of that Military Order, members of the Army of the Philippines are considered "in active service in the land or naval forces of the United States" for the purpose of granting insurance under the National Service Life Insurance Act of 1940, as amended. 40 Op. A.G. No. 44.

I find no substantial difference between the term "active service in the land or naval forces of the United States," "as used in the National Service Life Insurance Act of 1940, as amended, and the term "active service", as defined in the act of March 7, 1942. Accordingly, since no congressional intent to exclude members of the Army of the Philippines can be found in the legislative history of section 2 and of the related sections of act of March 7, 1942, I conclude that such members are "persons" in active service in the Army of the United States within the meaning of Section 2.

Respectfully,

Charles Fahy
Acting Attorney General

TRUE COPY:

DEPARTMENT OF THE ARMY
OFFICE OF PROCUREMENT ACCOUNTS LIQUIDATION
FOR AUSTRALIA

30 June 47

MEMORANDUM FOR FILE:

SUBJECT: Claim for damages to leased premises occupied by American Red Cross.

1. Reference to claims of Australian Government for reimbursement of accounts paid out by it in settlement of claims for damages to its nationals for use and occupancy of various properties by the American Red Cross.

2. Opinion has been requested as to whether such claims for damages resulting from use and occupation of private property by the American Red Cross would be a liability of the United States Army in Australia or whether they would become the responsibility of the Australian Government under the lend-lease, reciprocal aid, surplus war property, and claims settlement agreement of 7 June 1946. It is deemed preferable as in the best interest of the Government that these be processed as contract claims.

3. a. A group of approximately 25 claims of the type set forth in paragraph 2 have been referred by Claims Service, Philippines-Ryukyus Command to the Australian Treasury, Defense Division, for settlement allegedly under the provisions of aforesaid settlement agreement of 7 June 1946. The Australian Government has paid and adjusted said claims under the provisions of its own laws - National Security Regulations - while at the same time protesting and disclaiming any liability therefor under the terms of said agreement. The position of the Australian Government is fully set forth in a communication dated 21 August 1947 addressed to the Commanding General, Philippines-Ryukyus Command, a copy of which is attached hereto and marked Exhibit "A". There appears to be no record of the reply thereto and the Australian authorities state they are not aware of any. The objections raised therein to accepting responsibility in this class of cases fall mainly under 5 headings, to-wit:

- (1) The occupancy of the premises by the American Red Cross was under a private contract of lease between that organization and/or the United States Army and the owner thereof to which the Australian Government was not privy.
- (2) American Red Cross residual assets at the time of making the settlement agreement of 7 June 1946 were never claimed by the Australian Government which would have been entitled thereto had the inclusion of Red Cross activities been contemplated.
- (3) American Red Cross not considered as performing military duties by members of United States Armed Forces in Australia as set forth in paragraph 7(2) of said settlement agreement, despite the fact that it may have been an Army responsibility.
- (4) The Australian agreement to pay costs of restoration of certain premises only applied to occupancy by United States Forces which did not include American Red Cross.
- (5) That although the premises were originally procured for the U. S. Army by Australian Government under its National Security Regulations and Directorate of Hirings, they were thereafter made the subject of direct arrangements and private leasing to which the Australian Government at no time became a party.

It appears that the contention of the Australian Government relative to this type of claim is legally sound, logically unassailable, and has been uniformly and consistently asserted throughout all negotiations.

b. Relative to the liability of the United States Army for this type of obligation a portion of a covering letter of transmittal of one of the claims addressed to the Commonwealth of Australia, Department of the Treasury, Defence Division, from the Commanding General, Philippines-Ryukyus Command is quoted, in pertinent part, as follows:

"The status of the American Red Cross is clarified in Army Regulations 850-75, 30 June 1943, as amended by AFPAC Regulation 100-20, 1 Nov 1945, as follows:

"The Commanding General of each major command will:

"c. Provide warehousing and protection for American Red Cross supplies and property.

"d. Lease, construct, alter, extend, and maintain through necessary repairs and replacements, all American Red Cross Installations including office space. Necessary materials and civilian labor for these purposes will be provided by the United States Army. * * *

"e. Furnish fuel, light, power, water, telephone and sanitation services.

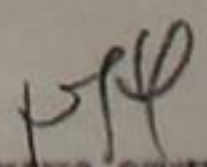
"f. Settle claims arising from damaged buildings or property where individual responsibility cannot be fixed. ***

"1. Provide requisite supplies, services, and facilities for all American Red Cross Personnel in accordance with existing theater directives."

Also, attached hereto and marked Exhibit "B" is a copy of a 1st Ind. from the Acting Chief of Claims Service, USAFFE, addressed to the Commanding General, Australian Base Section, USA SOS, dated 3 March 1945, wherein the subject claims involving American Red Cross and the liability and manner of procedure for handling are covered at length. With the exception of Army Regulation 850-75, 30 June 1943, all regulations cited are presently unavailable to the writer. However, it appears their authenticity cannot be doubted and reliance may be placed therein. From these it appears that subject claims are a responsibility of the United States Army unless they come within the lend-lease, reciprocal aid, surplus war property and claims settlement agreement of 7 June 1946, and for the reasons set forth in paragraph 3a hereof it is not believed that they are covered therein.

4. Wherefore, it is my opinion that the United States Army is responsible for damages arising through American Red Cross occupancy of properties leased by the United States Army in Australia whose possession was not terminated prior to 1 January 1944, and that such claims do not fall within the purview of the lend-lease, reciprocal aid, surplus war property and claims settlement agreement of 7 June 1946.

Dated at Melbourne
30 June 1947


DELL KING STEUART
Lt Colonel JAGD



POLICY FOLDER #54

HEADQUARTERS, ARMY SERVICE FORCES

OFFICE OF THE JUDGE ADVOCATE GENERAL

WASHINGTON 25, D. C.



SPJGD/D-17790

30 OCT 1945

SUBJECT: Deposits with YMCA

TO: Commanding General, AFWESPAC
APO 707, c/o Postmaster
San Francisco, California
ATTENTION: Chief of Claims

1. Inclosed is photostat copy of self-explanatory letter dated 25 September 1945 and the list of depositors referred to therein received by this office from The National Council of Young Men's Christian Associations, New York, New York, and signed by Mr. Charles T. Tidball. Personnel who inquire as to their deposits with the YMCA in Manila in December 1941 and whose names appear on this list should be advised to write to the address shown, attention of Mr. Charles T. Tidball.

2. The inclosed letter has been marked "Confidential" by the sender in accordance with assurances of this office that the list of depositors would be so treated. Accordingly it is requested that, upon receipt by your office, the list of depositors be classified "Confidential".

3. Attention is invited to the names of enlisted personnel of the various services in Manila (particularly the QM in the Port Area) which may be of assistance in compiling your roster of individuals who may be sources of information in the investigation of claims.

FOR THE JUDGE ADVOCATE GENERAL:

Philip A. Maxeiner
PHILIP A. MAXEINER
Major, JAGD
Executive Officer
Claims Division

1 Incl
Ltr. 9-25-45, w/1 incl.

1st Ind

HEADQUARTERS, CLAIMS SERVICE, AFWESPAC, APO 707, 15 November 1945.

TO: Headquarters, Army Service Forces, Office of the Judge Advocate General, Washington 25, D. C.

1. Action directed in paragraph 2 has been completed.
2. Suggestions in paragraphs 1 and 3 will be complied with.

FOR THE CHIEF OF CLAIMS:

JOHN D. MERRIAM,
Major, JAGD,
Adjutant.

Incl: w/d

not acknowledge
Bea

action DIS
action DIS
action DIS

COPY

THE NATIONAL COUNCIL OF THE YOUNG MEN'S CHRISTIAN ASSOCIATIONS
OF THE UNITED STATES OF AMERICA

347 Madison Avenue, New York 17, N.Y.

ARMY AND NAVY DEPARTMENT

September 25, 1945

~~CONFIDENTIAL~~

Colonel Ralph G. Boyd
Chief of Claims Division
Headquarters, Army Service Forces
Office of the Judge Advocate General
Washington 25, D.C.

Dear Sir:

This will acknowledge receipt of your letter of September 14th.

In accordance with your request, I enclose herewith a list of Army personnel which were included in the total list of depositors at the Army & Navy YMCA in Manila at the time of the Japanese invasion. I have indicated on the list those whose claims have already been settled, or are in the process of being settled.

Very truly yours,

/s/ Charles T. Tidball

CTT:b
Encl.

DECLASSIFIED
DOD Directive No. 5200.9
27 Sept 1958

COPY

Incl 1

	Organisation	Rank	Service	Present address
*	Tuffey, Francis L.	Hq.Sqdn.Nichols Field	Pvt	Army
*	Overton,Glen E.	20th Air Base Sqdn,N.F.	Pfc	Army
**	Parman,Charles A.	20th Air Base Sqdn.	Pfc	Army
**	Orecht, Isadore	20th Air Base Sqdn	M/Sgt	Army
**	Myers, E.J.	Nichols Field,P.I.	Pvt	Army
**	Preganz, Michael	Sternberg Gen.Hosp.	Pvt	Army
**	Harris, H. H.	20th Pursuit Sqdn	T/Sgt	Army
	Walters, H.C.	20th Pursuit Sqdn	St/Sgt	Army
**	Hatzer, C. F.	Hdq.Sqdn.Nichols Field	T/Sgt	Army
**	Keithley,Marcus L.	20th Pursuit Sqdn.	S/Sgt	Army
*	Stenzler, S.	Co. "G", 51st Inf.	Pvt	Army
**	Latos, Samuel J.	20th Pursuit Sqdn	S/Sgt	Army
*	Agtmael, Joseph Van	Nichols Field	T/Sgt	Army
	Hartman, R. W.	Nichols Field	Pvt	Army
*	Cheney, Oral G.	3rd Pursuit Sqdn	Cpl	Army
**	McMillen, Frank W.	75th Ordnance Co.	M/Sgt	Army
**	Phelps, Estill O.	3rd Pursuit Sqdn	Pfc	Army
*	Crette, Albert L.	3rd Pursuit Sqdn	St.Sgt	Army
**	Nader, Ferris A.	Nichols Field	Cpl	Army
	Namy, Clyde G.	Q.M.C. Port Area	Pvt	Army
**	Locoste, Franklin J.	1st Mat.Sq.20th Air Base	Pvt	Army
*	Stanton, Raymond G.	1st Mat.Sqdn	Pvt	Army
*	Shoebert, Joseph L.	28th Mat.Sqdn	Cpl	Army
**	Jordan, M. G.	20th Pursuit Sqdn	T/Sgt	Army
*	Gagliardi, John R.	Hdq.Sqdn.,Nichols Fd.	Pfc	Army
**	Culp, J. L.	Hdq. Sqdn.,20th Air Base	Pfc	Army
*	Porter, John E.	Hq. Sqdn,Nichols Field	Pfc	Army

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Name	Organization	Rank	Service	Present address
** Laubenstein, Wm. J.	27th Mat. Sq., 20th Air B.	Pvt	Army	
** Superina, Marcell F.	20th Pursuit Sqdn.		Army	
** Wildharber, John E.	27th Materiel Sqdn.	Pvt	Army	
* Petitpas, George E.	Hq. Sqdn., 20th Air Base	Pvt	Army	
** Deveny, James A.	Hq. Co., 31st Inf.	Pvt	Army	
** Marhonic, Barney	(Retired)	T/Sgt	Army	
** Rowland, William	27th Mat. Sqdn.	S/Sgt	Army	
** Wallace, Joseph A.	Co. "F", 31st Inf.	Cpl	Army	
Train, Robert David	17th Pursuit Sqdn	Cpl	Army	
** Seidl, Francis	Co. "B" (31st Inf?)	Pvt	Army	
** Britton, J.W.	17th Pursuit Sqdn	T/Sgt	Army	
** Bland, Albert J.	3rd Pursuit Sqdn	S/Sgt	Army	
* Dysinger, R.W.	3rd Pursuit Sqdn	Cpl	Army	
** Wisniewski, S.M.	Hq. Co., 31st Inf.	Pvt	Army	
* Shea, Paul Dennis	17th Pursuit Sqdn	Pfc	Army	
** Solberg, George W.	31st Infantry	Pvt	Army	
** Petersen, Lester J.	Q.M.C., Port Area	Sgt	Army	
* Burchfield, Robert E.	27th Mat. Sqdn	Sgt	Army	
** Braga, George F.	Co. "I", 31st Inf.	Cpl	Army	
** Llewellyn, J.R.	27th Materiel Sqdn	Pfc	Army	
** Dragich, Charles	19th Air Base	Sgt	Army	
* Blurton, Ralph	Co. "A" (31st Inf?)		Army	
Jermstad, Lee M.	3rd Pursuit Sqdn	S/Sgt	Army	
** Davidson, B.F.	20th Air Base Group	Cpl	Army	
* McDervott, Bernard	Co. "A", 31st Inf.		Army	
* Bundy, Rufus J.	No. 1, Military Plaza		Army	
** Mitchell, Arthur J.	3rd Bn. Hq., 31st Inf.	Cpl	Army	
** Mattioli, Joseph	Co. "M", 31st Inf.	Sgt	Army	

Name	Organization	Rank	Service	Present address
** Murphy, James T.	HQ Sqdn, 20th Air Base		Army	
* Taylor, Larkin B.	Hq. Co., 31st Inf.	Sgt	Army	
** Stewart, William H.	3rd Bn., 31st Inf.	St.Sgt	Army	
** Roseberry, Louis	54th Sig. Co.	Pvt	Army	
** Jones, J. H.	Co. "L", 31st Inf.	Sgt	Army	
** Adkins, Hill A.	19th Air Base	T/Sgt	Army	
** Lynch, John T.	DEML (406 Isaac Peral)	Sgt	Army	
** Miller, Raymond E.	Co. "C", 31st Inf.	Pvt	Army	
** Kienstra, Herman A.	(1 Meyers Ct., Baclaran)	Pn.AD	Army	
** Szoliar, Frank	19th Air Base Sqdn	Pvt	Army	
** Shannon, Leo R.	2nd A.M., 27th Mat. Sqdn	Pfc	Army	
** Wilson, Martin W.	Co. "M", 31st Inf.	Cpl	Army	
Donnell, Oscar J.	Co. "K", 31st Inf.	Pfc	Army	
Sherry, L. C.	20th A.B. Group (R)	T/Sgt	Army	
** Chesselot, A.	DEML, Hq. Ph Dept. Manila (Mrs. Mary Treacy, Bandon, Doegon-7)	Pfc	Army	
* Ballard, George W.	Service Co., 31st Inf.		Army	
** Horn, Robert A.	27th Mat. Sqdn., A.C.	Pfc	Army	
* Donahue, J. J.	27th Mat. Sqdn.	Cpl	Army	
Tyska, Henry	3rd Pursuit Sqdn	Pvt	Army	
** Heffron, Charles B.	Air Craft Warning Co.	Sgt	Army	
** Peck, Howard J.	19th Air Base	Pvt	Army	
** Strent, Durwood	Serv. Co., 31st Inf.	Sgt	Army	
** Gagliardi, Franklin V.	Hq. & Hq. 4th Comp. Gr.	Cpl	Army	
** Kasnets, Isadore	Hq. & Hq. Sq. Nichols Fd	Pfc	Army	
Jay, Philip J.	Phil. Ord. Depot	S. P.	Army	
** Mickets, Thomas	Anti-Tank Co., 31st Inf.	Pvt	Army	
** Spindler, Carroll F.	Hq. & Hq. Sq., 24th Pursuit	Sgt	Army	

Name	Organisation	Rank	Service	Present address
** Jones, Chardie R.	Co. "F", 31st Inf.	Cpl	Army	
Drisko, G. D.	Hq. Phil. Dept.	M. Sgt	Army	
** Gagnon, Joseph C.L.R.	Hq. Sq. 20th Air Base	Pvt	Army	
** Finkelstein, Leonard	D.E.M.L.	Pvt	Army	
** Munay, Robert E.	680th Aviation Co.	Pvt	Army	
** Decker, Clarence E.	Det. QMC, Port Area	St. Sgt	Army	✓
Asbury, William E.	Clark Field		Army	
* Hansen, C. A.	3rd Pursuit Sqdn	St. Sgt	Army	
** Krysook, John	Hq. 24th Pursuit Sq.	Pfc	Army	
* Talbot, Vern H.	21st Pursuit Sqdn	RFC	Army	
** Gurney, Paul E.	27th Materiel Sqdn	Pfc	Army	
** Outzen, Harris J.	CO. "H", 31st Inf.	Pvt	Army	
** Bograd, Heimie	Co. "H", 31st Inf	Sgt	Army	
** Jesse, Keith O.	2nd Obs. Sqdn	Pvt	Army	
** Cotner, Gilbert G	Med. Dept., Ft. McKinley	Pfc	Army	
** Millikin, William B	34th Pursuit Sqdn	St. Sgt	Army	
** Swan, Thomas	19th Air Base, Nichols Fld		Army	
* Goscha, A. A.	Hq. Sqdn. Nichols Field	Pvt	Army	
** Hernandez, Homer, J.		Pvt	Army	
Johnson, J. W.		Cpl	Army	
** Cornell, E,		Pvt	Army	
Whitmore, Llewellyn B.	20th Air Base Sqdn.	Pvt	Army	
** Shanks, J.N.	Q M C, Port Area, Manila	M/Sgt	Army	✓
** Lyman, Ella Louise	Hq. Phil. Dept. (Civ. Employee)		Army	✓
** Henderson, Charles W.	DEML	Sgt	Army	
** Meyers, John F.	Sig. Corps, H.P.D.	Civ. Emp.	Army	✓
** Bloom, Frank O.	Ordnance Dept.	Civ. Emp.	Army	✓
** Boher, Louis L.	Phil. Air Depot (315 Robert, Pasay)		Army	✓

Status at December 31, 1941

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Name	Organization	Rank	Service
** Tade, Ray E.	20th Pur.Sqdn	Pvt	Army
** Matthews, Thurman R.	20th Pur.Sqdn	Sgt	Army
** Stewart, Wm.N.	3rd Pur.Sqdn	Pfc	Army
** Henderson, John E.	Hq.20th Air Base	Pfc	Army
** Fenslaw, Edward	20th Pur.Sqdn	S/Sgt	Army
Wec, Fred	US Army	Pvt	Army
** Idlett, G.D.	20th Pur.Sqdn	Cpl	Army
** Ginther, Garth	27th Mat.Sqdn	Pfc	Army
* Price, John A	QMC, Port Area		Army
Lawson, Winston, E.	Nichols Field	Pvt	Army
Brodsky, Philip	Det.Med.Dept.	Sgt	Army
* Keyes, E.S.	2nd Obs.Sqdn	S/Sgt	Army
* Williams, Benj.O.	27th Mat.Sqd.	Cpl	Army
* Woodman, Dexter C.	27th Mat.Sqdn	Pvt	Army
** Rubard, James J.	DEML, Hq.Phil.Dept.	T/Sgt	Army
Lawler, Lee E.	31st Inf.	Pfc	Army
* Owens, Joseph A.	27th Mat.Sqdn	Cpl	Army
** Gaffney, P.M.	27th Mat.Sqdn	T/Sgt	Army
* Kemp, Ray L.	19th Air Base	Pvt	Army
Ramsey, Albert L.	DEML, Hq.Co.Phil.Dept.	S/Sgt	Army
** Goldenstein, Subert R.	Co."A", 31st Inf.	Pvt.	Army
* Stout, Vincent W.	Dept.Engr.Office Ft.Santiago		Army
* Weber, Edward V.	Med.Det.Post of Manila	Cpl	Army
Kerr, Geo. J.	31st Inf.	Pfc	Army
** Duquette, Anthony Jr.	Co."H", 31st Inf.	Pvt	Army
Falk, Geo.L.	Hq.Detp., 1st Bn	Pvt	Army
* Smiddy, Reuben	17th Ord.Co., Ft.Stots.	Pvt	Army
** Martin, Wm.G.	Co."F", 31st Inf.	Pvt	Army

Status at December 31, 1941

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Name	Organization	Rank	Service
Lyons, J.	Hq. & Hq. Sq., 24th Pur. Sq.	Pvt	Army
* Moore, G.G.	17th Pur. Sqdn	S/Sgt	Army
Taylor, C.C.		Pfc	Army
* Kornfeld, Henry		Cpl	Army
* Gabrielson, C.E.	Det. QM Corps	Pvt	Army ✓
* Klein, N. M.	Hq. Sq., Nichols Fld	T/Sgt	Army
* Walton, John	Phil. Ord. Depot	Chf. Clk	Army ✓
Mullins, Levi D.	End. Obsn. Sq.	St/Sgt	Army
Neiduhauser, H. T.	Air Corps, Clark Fld	T/Sgt	Army
** Hughes, John W.	Med. Dept.	Cpl	Army
Brown, James E.	20th Pur. Sqdn	Pvt	Army
* Swanson, Harlen R.	31st Inf	Pvt	Army
Wright, G.G.	31st Inf.	Pvt	Army
* Evers, E.H.	Med. Det., Ft. Wm. McKinley	Pvt	Army
Chaney, Ed. A.	2nd Obs. Sqdn	S/Sgt	Army
Rohmer, Robert T.	91st Bomb. Sqdn	Sgt	Army
** McClelland, Geo. F.		Sgt	Army
Anderson, James E.	Co. E, 31st Inf.	Pfc	Army
* Smith, Jimmie T.	Station Disp. Port Area	Pvt	Army ✓
** Phelan, Daniel	19th Air Base Sq.	Pvt	Army
Enken, Royhee	QM Det. Ft. McK.	Pfc	Army ✓
** Newmeier, Oliver E.	Hq. 2nd Bn, 31st Inf.	Rvt	Army
Harvey, Albon	31st Inf.	Pfc	Army
Power, Thomas W.	Hq. & Hq. Sq., Nichols Fld	Pvt	Army
** Parker, Roger M.	17th Pur. Sqdn	Pvt	Army
Jankauski, Joseph	31st Inf.	S/Sgt	Army
** Dunlap, Gerald H.	Hq. & Hq. Sqdn, Nichols Fld	Pvt	Army
Childress, Ivan C.	3rd Pur. Sqdn	Cpl	Army

Status at December 31, 1941

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Name	Organization	Rank	Service
* Weisfeld, Julius	3rd Pur Sqdn	Sgt	Army
* Mathias, Robert C.	DEML	Pvt	Army
** Ball, Billy R.	DEML	Pvt	Army
* Canady, Bruce, T. /	17th Pur. Sqdn	St/Sgt	Army
* Jackson, Harry E.	33 QMC	Pvt	Army ✓
Melendy, Vernon E.	Nichols Field	Pfc	Army
** Ford, Leslie, A.	Hq. & Hq. Sqdn	Pfc	Army
North, B.H.	Dept. Engr.	Ch. Clk	Army ✓
** Ratsch, Heins J.	228th Signal(SP)	St/Sgt	Army
** Brown, Douglas E.	17th Pur. Sqdn	St/Sgt	Army
Forni, Frank A.	200th C.A.(AA)	Sgt	Army
Johnson, Walter P.	Btry "F", 200th Prov. A.A.	Cpl	Army
McCauley, L.N.	Q M C		Army ✓
* Oppenheim, I.		Sgt	Army
* Mill, H.B.		Pfc	Army
* Jordan, Wm. M.	Phil. Air Port	JRE	Army
* Wheeler, Robert J.M.	Engr. Dept.	Civ. Emp.	Army ✓



9

30 June '47

DEPARTMENT OF THE ARMY
OFFICE OF PROCUREMENT ACCOUNTS LIQUIDATION
FOR AUSTRALIA

30 June '47

MEMORANDUM FOR FILE:

SUBJECT: Claim for damages to leased premises occupied by American Red Cross.

1. Reference to claims of Australian Government for reimbursement of accounts paid out by it in settlement of claims for damages to its nationals for use and occupancy of various properties by the American Red Cross.

2. Opinion has been requested as to whether such claims for damages resulting from use and occupation of private property by the American Red Cross would be a liability of the United States Army in Australia or whether they would become the responsibility of the Australian Government under the lend-lease, reciprocal aid, surplus war property, and claims settlement agreement of 7 June 1946. It is deemed preferable as in the best interest of the Government that these be processed as contract claims.

3. a. A group of approximately 25 claims of the type set forth in paragraph 2 have been referred by Claims Service, Philippines-Ryukyus Command to the Australian Treasury, Defense Division, for settlement allegedly under the provisions of aforesaid settlement agreement of 7 June 1946. The Australian Government has paid and adjusted said claims under the provisions of its own laws - National Security Regulations - while at the same time protesting and disclaiming any liability therefor under the terms of said agreement. The position of the Australian Government is fully set forth in a communication dated 21 August 1947 addressed to the Commanding General, Philippines-Ryukyus Command, a copy of which is attached hereto and marked Exhibit "A". There appears to be no record of the reply thereto and the Australian authorities state they are not aware of any. The objections raised therein to accepting responsibility in this class of cases fall mainly under 5 headings, to-wit:

(1) The occupancy of the premises by the American Red Cross was under a private contract of lease between that organization and/or the United States Army and the owner thereof to which the Australian Government was not privy.

(2) American Red Cross residual assets at the time of making the settlement agreement of 7 June 1946 were never claimed by the Australian Government which would have been entitled thereto had the inclusion of Red Cross activities been contemplated.

(3) American Red Cross not considered as performing military duties by members of United States Armed Forces in Australia as set forth in paragraph 7(2) of said settlement agreement, despite the fact that it may have been an Army responsibility.

(4) The Australian agreement to pay costs of restoration of certain premises only applied to occupancy by United States Forces which did not include American Red Cross.

(5) That although the premises were originally procured for the U. S. Army by Australian Government under its National Security Regulations and Directorate of Hirings, they were thereafter made the subject of direct arrangements and private leasing to which the Australian Government at no time became a party.

It appears that the contention of the Australian Government relative to this type of claim is legally sound, logically unassailable, and has been uniformly and consistently asserted throughout all negotiations.

b. Relative to the liability of the United States Army for this type of obligation a portion of a covering letter of transmittal of one of the claims addressed to the Commonwealth of Australia, Department of the Treasury, Defence Division, from the Commanding General, Philippines-Ryukyus Command is quoted, in pertinent part, as follows:

"The status of the American Red Cross is clarified in Army Regulations 850-75, 30 June 1943, as amended by AFPAC Regulation 100-20, 1 Nov 1945, as follows:

"The Commanding General of each major command will:

"c. Provide warehousing and protection for American Red Cross supplies and property.

"d. Lease, construct, alter, extend, and maintain through necessary repairs and replacements, all American Red Cross installations including office space. Necessary materials and civilian labor for these purposes will be provided by the United States Army. * * *

"e. Furnish fuel, light, power, water, telephone and sanitation services.

"f. Settle claims arising from damaged buildings or property where individual responsibility cannot be fixed. ***

"1. Provide requisite supplies, services, and facilities for all American Red Cross Personnel in accordance with existing theater directives."

Also, attached hereto and marked Exhibit "B" is a copy of a 1st Ind. from the Acting Chief of Claims Service, USAFFE, addressed to the Commanding General, Australian Base Section, USA SOS, dated 3 March 1945, wherein the subject claims involving American Red Cross and the liability and manner of procedure for handling are covered at length. With the exception of Army Regulation 850-75, 30 June 1943, all regulations cited are presently unavailable to the writer. However, it appears their authenticity cannot be doubted and reliance may be placed therein. From these it appears that subject claims are a responsibility of the United States Army unless they come within the lend-lease, reciprocal aid, surplus war property and claims settlement agreement of 7 June 1946, and for the reasons set forth in paragraph 3a hereof it is not believed that they are covered therein.

4. Wherefore, it is my opinion that the United States Army is responsible for damages arising through American Red Cross occupancy of properties leased by the United States Army in Australia whose possession was not terminated prior to 1 January 1944, and that such claims do not fall within the purview of the lend-lease, reciprocal aid, surplus war property and claims settlement agreement of 7 June 1946.

Dated at Melbourne
30 June 1947

DELL KING STEUART
Lt Colonel JAGD

GENERAL HEADQUARTERS
FAR EAST COMMAND
APO 500



CIRCULAR)
:)
NO....65)

4 June 1947

AMERICAN RED CROSS

1. a. Rescission. AFPAC Regulations 100-20, 6 December 1946.

b. References.

(1) Army Regulations 850-75, 30 June 1943, as amended.

(2) Section IV, Circular 46, General Headquarters, Far East Command, 23 April 1947.

2. General. a. The provisions of Army Regulations 850-75 will govern the relationship between the American Red Cross and the United States Army in the Far East Command.

b. It is not within the implied policy of Army Regulations 850-75 that Army supplies and equipment will be issued to the American Red Cross for the accomplishment of its mission, except as provided in paragraphs 3c and 5j. Materials used by the American Red Cross for effectuation of its own functions should be obtained from American Red Cross sources.

c. The use of appropriated funds in the support of American Red Cross activities will be limited to those items specifically provided in this circular and/or other Far East Command or War Department directives. Unless otherwise provided, continued support of American Red Cross functions will be accomplished by absorption within facilities and means available to the Army in such a manner that no additional charge against appropriated funds is incurred.

3. Command Policy. a. The general policy will be to extend to the American Red Cross for the support of its activities in the interest of the United States Army all possible assistance consistent with existing regulations and in accordance with the principles outlined in this circular.

b. The loan of United States Army property to the American Red Cross (administrative, camp welfare, and hospital service functions) is authorized when in the interest of the United States Army, provided the stocks on hand permit such action without procurement or replacement, except as outlined in paragraph 5j, and provided further that no additional charge against appropriated funds is incurred.

c. In the occupation area, locally procurable services, supplies, and labor, including that of foreign nationals paid on foreign national payrolls, will be furnished without charge to the American Red Cross to the extent deemed advisable and necessary by the major commander concerned, provided the costs

of services, supplies, and labor are chargeable to the cost of occupation.

4. Scope of American Red Cross Functions. The functions of the American Red Cross are as follows:

a. Administrative, covering the procurement of American Red Cross personnel, outlining of policy, supervision and management of various services.

b. Hospital service, wherein the American Red Cross works in close cooperation with and under the guidance of medical authorities in rendering various services to patients.

c. Camp welfare service, wherein the American Red Cross assists military personnel in various personal problems.

d. Clubs and Recreational Facilities.

(1) Former American Red Cross clubs and recreational facilities have been redesignated as United States Army facilities and will be operated as such in conjunction with the American Red Cross under the following conditions:

- (a) Available War Department and nonappropriated funds will be used as required.
- (b) Operation will be under American Red Cross management.
- (c) The use of American Red Cross insignia and distinctive names is authorized.
- (d) Professional American Red Cross personnel will be provided without salary charge to the United States Army.
- (e) Stocks of American Red Cross athletic and recreation equipment now in the command will continue to be made available without cost to the United States Army until stocks are exhausted.
- (f) The American Red Cross will bear expenses of refreshments and food to be served free.
- (g) Snack bars may be operated by the United States Army on a purchase basis and when so operated, will be clearly designated as United States Army-operated as distinguished from American Red Cross-operated.
- (h) Military personnel, War Department civilian employees, and dependents of

both may use clubs and recreational facilities.

(2) Responsibility for administrative support of and cooperation with the American Red Cross in the supervision and operation of former American Red Cross clubs and recreational facilities, now redesignated as United States Army activities, is a command function which may be exercised through the Special Services officer of each major command. Command responsibility includes the determination of the need for operational maintenance of existing facilities, requirements for additional facilities in existing clubs, and the necessity for discontinuing or opening Army clubs or recreational facilities managed by the American Red Cross.

5. Responsibilities of Major Commands for Support of American Red Cross Functions and Personnel. The commanding general of each major command will:

- a. Authorize the establishment or direct discontinuance of American Red Cross functions (paragraph 4) and approve plans, locations, construction, and alterations of American Red Cross installations.
- b. Sell subsistence to the American Red Cross for use in American Red Cross activities authorized in accordance with existing regulations.
- c. Provide warehousing and protection for American Red Cross supplies and property.
- d. Lease, construct, alter, extend, and maintain, through necessary repairs and replacements, all American Red Cross installations, including office space, which are approved in accordance with paragraph 5a. Necessary materials and civilian labor for these purposes will be provided by the United States Army. Plans and designs for construction will be prepared in accordance with United States Army standards unless otherwise authorized by General Headquarters, Far East Command, and authority to undertake construction will be governed by Far East Command directives covering United States Army facilities. Repairs and utilities services will be furnished in accordance with the policies contained in section IV, Circular 46, General Headquarters, Far East Command, 1947.
- e. Furnish fuel, light, power, water, telephone, and sanitation services.
- f. Settle claims arising from damaged buildings or property where individual responsibility cannot be fixed.
- g. Make regular sanitary inspections of American Red Cross installations.
- h. Insure that United States Army property held by

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the American Red Cross is properly accounted for in accordance with existing War Department instructions.

1. Investigate and process claims for damage caused by American Red Cross personnel at installations and facilities under the control of the United States Army in the same manner as when damage is caused by United States Army personnel. The United States Army will not assume, or be considered as having incurred, any liability for the payment of claims.

j. Furnish necessary transportation for American Red Cross personnel, supplies, and equipment as provided in Army Regulations 850-75.

(1) Necessary vehicles within presently authorized command vehicle allowances may be issued to the American Red Cross on memorandum receipt. Issue of vehicles will be held to the minimum required to assist the American Red Cross in performing its official functions. The issuance of United States Army vehicles does not constitute an authorized basis for requisitioning of replacement vehicles.

(2) Provide gasoline, oil, and maintenance (other than first echelon) including parts and labor, without charge, for only those United States Army vehicles issued to the American Red Cross in accordance with paragraph 5j (1). In areas where adequate post exchange facilities have not been established, the maintenance of Red Cross owned vehicles in United States Army facilities is authorized under the same policy as for privately owned vehicles in the same area.

k. Provide requisite supplies, services, and facilities for all accredited American Red Cross personnel in accordance with existing directives.

1. Provide medical care and hospitalization for American Red Cross personnel and their dependents in United States Army medical installations as provided in existing War Department and Far East Command directives.

6. Responsibility of the American Red Cross in Providing Services. The American Red Cross will:

a. Operate present American Red Cross establishments, facilities, and services, and additional facilities and services as may be required by the United States Army in carrying out its mission in this command.

b. Prevent the sale and use of alcoholic beverages on the premises occupied by any club or installation managed by the American Red Cross.

c. Provide American Red Cross personnel required to direct and coordinate all American Red Cross activities,

(Cir 65)

including procurement, warehousing, and distribution of American Red Cross supplies.

d. Furnish responsible commanders concerned the names of authorized American Red Cross officials who may request and sign for supplies and equipment provided by the United States Army as authorized in paragraphs 3 and 5.

e. Be responsible for the care and safekeeping, including first echelon maintenance, of all United States Army property in its custody, and maintain a central record of all United States Army property received in each major command.

f. Administer, for the benefit of accredited military and civilian personnel, a service program consisting of the following:

(1) Welfare service for the able-bodied, as outlined in paragraph 6, Army Regulations 850-75.

(2) Services for hospitalized personnel, as outlined in paragraph 7, Army Regulations 850-75.

g. Furnish, without cost to the United States Army, American Red Cross staff personnel, recreation supplies (to the extent of stocks now in the command), and free subsistence (to the extent of available funds) in connection with the management and operation of clubs and recreational facilities described in paragraph 4d.

h. Direct and control the movement and assignment of American Red Cross personnel throughout the command.

i. Issue proper instructions to all American Red Cross personnel to assure compliance with directives issued by the Commander-in-Chief, Far East.

AG O80 (31 Mar 47)GA

BY COMMAND OF GENERAL MacARTHUR:

PAUL J. MUELLER,
Major General, General Staff Corps,
Chief of Staff.

OFFICIAL:

R. M. LEVY,
Colonel, AGD,
Adjutant General.

PILLEN/lrb
Univ 562

GSDLP American Red Cross Claim.

(5) FROM: G-4 Planning Br. TO: Chief of Claims 20 July 1946

1. For your information.
2. Your comments and recommendations with reference to paragraph 3 and 4 of Check Note #4, are solicited.

Incls: n/c

L. S. GRAHAM
Colonel, GSC
G-4 Planning
-----Branch-----

(6) FROM: Chief of Claims TO: G-4, Planning Branch 24 July 1946

1. Since the forwarding of Note 3 from Claims Service to OCE, 11 June 1946, it appears that a second check sheet on these Red Cross matters was routed to the Manila Real Estate Office and a third line of correspondence forwarded by airmail to AFPAC. Copies of 3 radios are attached, as inclosures.
2. Radio Z-08257 from CINCAFPAC directs that the Red Cross claims "are within the jurisdiction of Claims Service, AFWESPAC." It is not believed this wording was intended to include the other problems like leases or disposal of property, connected with the Amcross claims.
3. Radio G-21189-GSASP request CINCAFPAC to return the Amcross correspondence, attention: Chief of Claims, AFWESPAC. Until the receipt of this file all of the facts are not known. The attached file does not show any emergency that would require an immediate reply on the 4 recommendations in paragraphs 3 and 4 of check sheet.
4. It is not believed desirable to formulate policies or act on the recommendations of paragraph 4a, b, c, and d, prior to a joint conference between a representative of the Amcross, Claims Service and the Engineer or MENED agency that will have the responsibility for terminating the leases.
5. It is requested the files on the Amcross matters, be forwarded to the Chief of Claims, in accordance with the radio from CINCAFPAC Z-08257 attached. Upon receipt, the proposed conference will be immediately arranged for, to proceed with the negotiations without delay.

4 Incls:

1. n/c
2. cc Rad G-18106-GSASP 28 Jun 46
3. cc Rad Z-08257, 15 Jun 46
4. cc Rad G-21189-GSASP 17 Jun 46

BASIL A. WOOD
Lieutenant Colonel, JAGD
Chief of Claims

46837

in Radio file

File Adj: ~~01/08/46~~

Red Cross Claims

OW

File No: GSCER

Subject: American Red Cross Claim

(4) FROM: CE

TO: G-4

8 July 1946

1. Attention is invited to the inclosed correspondence which consists of a check sheet from the American Red Cross Director, AFWESPAC to G-1, AFWESPAC stating that the American Red Cross has expended in excess of \$1,600,000 for supplies and salaries during the calendar year 1945, and a check sheet from Director, American Red Cross, AFWESPAC to G-1 AFWESPAC requesting information concerning the procedure to be used in terminating leases on property used by the Red Cross.

2. With reference to the first check sheet referred to above, it is the opinion of this office that while AFPAC Regulations 100-20 and AFWESPAC Regulations 180-10 provide that the necessary real estate will be furnished the American Red Cross by the Army, and that the necessary alterations will be made by the Army, neither of these regulations provide that the Army will reimburse the American Red Cross for any alterations, and the improvements which they may have elected to make on their own. This office has no funds available to pay any such claims for reimbursement. It is therefore recommended that the American Red Cross be notified that no reimbursements can be made by this Headquarters for any funds expended by them for this purpose.

3. With reference to the second check sheet referred to above, it is the understanding of this office that conferences were held with the American Red Cross in March or April of this year, and while no record can be found of these conferences, it is believed that it was decided at that time upon the termination of leases for property furnished the Red Cross by the Army, the Army would dispose of all improvements which had been made to this property, and would not reimburse the Red Cross for any improvements which they might have made, except in those cases where the American Red Cross would furnish definite proof that the improvements were furnished and/or installed by them, and not by the Army. It is believed that it was also decided at these conferences, even though the Red Cross may have furnished and installed some of the improvements, all of these improvements would be disposed of by the Army Real Estate Representatives. The Army was willing for the Red Cross to have a representative present at the negotiations with the property owner, and was willing to provide for the Red Cross being reimbursed for those improvements which they definitely had proved were installed by them. It was the understanding of this office that the Red

me(1)

Cross is not to be allowed to remove improvements they may have installed, if removal of those improvements would in any way increase the damages which the Army would have to pay the property owner. It was also the opinion of this office that it was decided that the American Red Cross would not be allowed to enter into any separate negotiations with the property owners for the sale of any improvements which they may have installed.

4. It is recommended that the American Red Cross be advised that:

a. All leases made by the Army, for property occupied by the Red Cross will be terminated by the Army, and not by the Red Cross.

b. All improvements installed by the Army and/or by the Red Cross will be disposed of by the Army Real Estate Representative.

c. No improvements made by the Red Cross will be removed from property if such removal will increase the damages payable by the Army to the property owner.

d. The Army will make provisions for the reimbursement to the Red Cross in only those cases where the Red Cross can definitely prove that improvements were furnished and installed by them.

Incls: As stated above

/s/ S. R. Hanmer
/t/ S. R. HANMER
Lt Col, CE
Executive Officer



Incl 1

ARC Claim

(3) FROM: Chief of Claims TO: OCE, AFWESPAC 11 June 1946

Forwarded as a matter pertaining to your office.

RAYMOND A. EGNER
Lt. Col., JAGD
Acting Chief of Claims

*All records destroyed for security reasons
Red Cross
Ray*



AMERICAN RED CROSS
CHECK SHEET

FILE NO: SUBJECT: ARC Claim

FROM: Robt. F. Eaton, ARC
Director AFWESPAC

TO: G-1 AFWESPAC

DATE: 30/4/46

1. Beginning March 1945 and up to the present time, ARC funds have been used to purchase equipment and to pay salaries incident to the construction and alteration of facilities under Army lease necessary to establish or maintain those recreation facilities requested by the Army.
2. It is estimated ARC spent in excess of \$ 1,600,000 for supplies and salaries during the calendar year 1945.
3. Request advice in writing as to
 - a. The form on which the claim should be prepared.
 - b. Information as to what point in the Army the claim should be presented for payment.

Robert F. Eaton
Director ARC AFWESPAC

RFE: ir

(2)

EMC:og

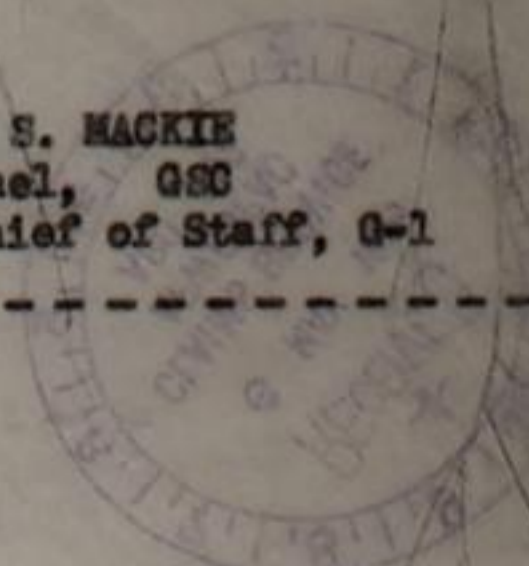
FROM: G-1

TO: Chief of Claims

4 May 1946

Request that you furnish information desired in par. 3, check note 1 above.

ROBB S. MACKIE
Colonel, GSC
Assistant Chief of Staff, G-1



SUGGESTED REPLY TO ARC CHECK SHEET DATED 11 JUNE 46

HEADQUARTER AFWESPAC

CHECK SHEET

SUBJECT: REAL ESTATE CLEARANCE

21 June 1946

3. FROM: C/RE Division, OCE TO: Robert F. Eaton
APO 707 Director, ARC AFWESPAC Hqts.
APO 707

1. Reference is made to ARC Check Sheet 7 June 1946, subject, "Real Estate Clearance". Answers to the 5 questions posed therein are:

1. Yes.
2. Yes, but only for improvements installed by ARC with ARC material.
3. Yes. However, it would appear to be more feasible to carry on joint negotiations in such instances.
4. Yes, again providing the material used was ARC purchased. If, in the removal of such property, the premises are damaged, it is understood that such damage is not to be repaired by the Army.
5. This appears to be a different wording of question no. 1. The answer is yes, providing the material used belongs to ARC.

ERLAND A. TILLMAN
Lt. Col., CE
Chief, Real Estate Division



Encl. 1.

SUBJECT: REAL ESTATE CLEARANCE

FROM: Robert F. Eaton TO: G-1 AFWESPAC 11 June 1946
Director, ARC AFWESPAC Hdqrs.
APO 707

1. Your attention is invited to attached copy of letter from Supply Officer, ARC Headquarters AFWESPAC, subject "Real Estate Clearance."
2. Request this headquarters be given specific instructions on five points raised in this letter.
3. Request prompt answer inasmuch as there are properties under lease that are to be cleared prior to 1 July.

/s/ Robert F. Eaton
/t/ ROBERT F. EATON
Director, ARC AFWESPAC

RFE LD
Attachment

(2)

RSM:EMC:sv

FROM: G-1 TO: Manila Real Estate 14 June 1946

Forwarded as a matter pertaining to your office.

/s/ Robb S. Mackie
/t/ ROBB S. MACKIE
Colonel, GSC
Assistant Chief of Staff, G-1

Incl: n/c

Incl. 1.

AMERICAN RED CROSS

7 June 1946

To Mr. Robert F. Eaton, Director ARC AFWESPAC, APO 707

From Keith J. Munro, AFWESPAC Supply Officer, APO 707

SUBJECT REAL ESTATE CLEARANCE

The matter of clearing Army leased real estate when our installations move out is one that causes delay and adds considerably to our work because of no defined policy. Not only do I refer to the matter of settling owner's claims, but the subject of negotiating for improvements carried out by this organization is one that still remains for clarification. It is with this latter subject that I desire definite action to be taken and the policy to be followed put in writing.

Several discussions have taken place from time to time between representatives of this office and AFWESPAC Headquarters. I feel that although the subject has been covered in its various phases, nothing definite has been accomplished to clarify the policy. In fact, conflicting interpretations have been indicated by AFWESPAC officers.

What I desire is to have in writing clear out answers to the undermentioned questions:

(1) When ARC vacates Army leased property where improvements have been carried by American Red Cross, may this organization negotiate with the owner (prior to handing back the property to the Army) to recover cost or some portion of the cost of the improvements.

(2) May this organization negotiate with the owner as stated above where ARC and Army property have been used to carry out improvements.

In connection with the foregoing, it can be stated that there are precedents where the ARC has negotiated such reimbursements.

(3) In connection with paragraph (2), and assuming that the answer may be negative, can representatives of the ARC and the Army jointly or separately negotiate their respective claims.

(4) May the American Red Cross, where it has carried out improvements to Army leased property at its own expense, remove from that property such items as plumbing and lighting fixtures, etc.

AMERICAN RED CROSS

7 June 1946

To Mr. Robert F. Eaton

From Keith J. Munro

Subject REAL ESTATE CLEARANCE - Continued #2

(5) When a separate ARC annex to Army leased property has been erected by the American Red Cross, may this organization negotiate with the owner to recover cost or same portion of cost.

In all the foregoing instances it is appreciated that any negotiations would be on the basis of Army assessed value of improvements over damage caused while the American Red Cross was in occupancy of the real estate.

No clarification has been received to date in connection with your request to Army covering Regulations AFPAC 100-20 and AFWESPAC 180-10. Will you please take action to have this matter settled by the highest authority with the least possible delay so that we may have our position defined. Our experience has been that mere discussions with Army high-ranking representatives only end up in diverse interpretation and no established policy in writing forthcoming.

Frankly, I refuse to take the run around any longer by interviewing Army officers who either cannot or will not set a definite policy.

Keith J. Munro
AFWESPAC Supply Officer

KJM:hms
cc-Leland
Murphy
Scott

June 1

SUBJECT: SETTLE CLAIMS ARC

FROM: Robert F. Eaton
Director, ARC AFWESPAC Hdqrs.
APO 707

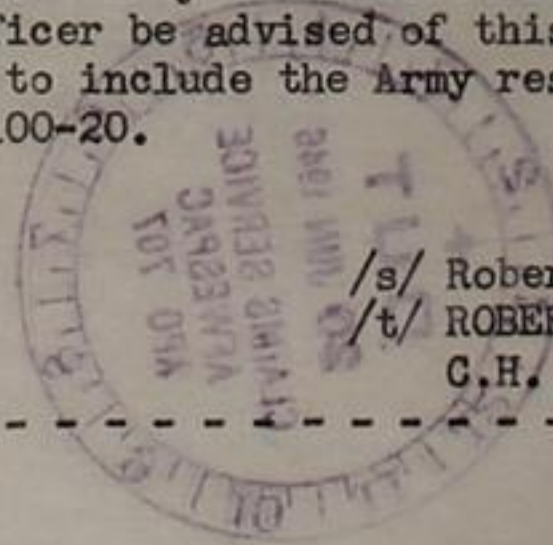
TO: G-1 AFWESPAC

27 May 1946

1. G-4 AFWESPAC, through the Claims Officer, has indicated that ARC must pay a claim in the amount of ₱40.00 for damage to a wall in the Puyat Warehouse when used by ARC as a warehouse on an Army lease.
2. The Claims Officer, AFWESPAC, uses as his basis AFWESPAC Regulations No. 180-10, subject, "Welfare Agencies." Section 2(1) indicates: "Investigate claims for damage done by Red Cross and/or USO personnel on Army leased installations in the same manner as when damage is done by Army personnel. The Army will not assume, or be considered as having incurred any liability for the payment of such claims."
3. AFPAC Regulations 100-20, subject, ARC, Section 3 (i) indicates: "Settle claims arising from damaged buildings or property where individual responsibility cannot be fixed."
4. The ARC used the Puyat Warehouse to warehouse ARC and Army owned supplies for a period of approximately 12 months. It is impossible to fix the individual responsibility for damage to the wall that amounts to ₱40.00.
5. Request:
 1. Information as to why section dealing with Army responsibility for settling claims in AFPAC Regulations 100-20 is not included in AFWESPAC Regulations 180-10.
 2. Army assume responsibility for this claim.
 3. G-4 and Claims Officer be advised of this Army responsibility.
 4. 180-10 be amended to include the Army responsibility described in AFPAC Regulation 100-20.

RFE LD

/s/ Robert F. Eaton
/t/ ROBERT F. EATON
C.H. 20



C L E A R

HQS. AFWESPAC

GSASP

RSM/WK/SV

ROUTINE CLEAR

17 JULY 1946

FROM: CG AFWESPAC SGD CHRISTIANSEN

TO : CINCAFPAC (ROUTINE)

G 21189 GSASP

REURAD ZEBRA DASH ZERO EIGHT TWO FIVE SEVEN DTD ONE FIVE JULY CMA
REQUEST THAT PAPERS REFERRED TO IN OURAD GEORGE ONE EIGHT ONE ZERO
SIX GSASP DTD TWO EIGHT JUNE BE RETURNED TO THIS HQS PD ATTENTION
CHIEF CMA CLAIMS SERVICE

OFFICIAL:

REFERENCE: Z-08257
15 JULY 1946
ROUTINE CLEAR
G 18106 GSASP
28 JUNE 1946
ROUTINE CLEAR

AFWESPAC DIST:

CLAIMS SERVICE

C L E A R

OUTGOING

Original Filed in "Incoming Radios"

ROUTINE CLEAR

TOO 150737 Z RJT/PCM
RECD 15 JULY 46 1645 AFWESPAC DIST
ACTION G-1
FROM CINCAFPAC INFO CLAIMS
TO CG AFWESPAC FILE

CITE Z-08257

REFERENCE IS YOUR RADIO G 18106 GSASP. DETERMINATION OF ARMY RESPONSIBILITY IN CONNECTION WITH REIMBURSEMENT TO AMCROSS FOR COSTS OF MATERIALS AND LABOR INCURRED IN CONSTRUCTION OF INSTALLATIONS IN WESPAC AREA IS WITHIN JURISDICTION OF CLAIMS SERVICE, WESPAC. AFPAC FILES REVEAL NO WRITTEN AGREEMENT REQUIRING ARMY TO COMPENSATE AMCROSS FOR EXPENDITURES UNDER DISCUSSION HEREIN. MR A E KOLE, ASST DIR OF OPERATIONS HAS DISPATCHED BY MAIL TO MR R F EATON STATEMENTS RECD FROM MR N I CHRISTENSON, DIRECTOR OF OPERATIONS DURING PERIOD OF CONSTRUCTION AND THROUGH WHOM NEGOTIATIONS WITH ARMY WERE CONDUCTED

ROUTINE CLEAR
INCOMING

Original Filed in "Incoming Radios"

C L E A R

HQ AFWESPAC

GSASP RSM/WE/SV/FJR

ROUTINE CLEAR

28 JUNE 1946

FROM: CG AFWESPAC SGD STYER

TO : CINCAFPAC (ROUTINE)

G 18106 GSASP

THIS RADIO IN TWO PARTS PD PART ONE CLN REURAD Z ZERO FOUR FOUR
NINE TWO FOLLOWING ANSWERS SUBMITTED CLN NO WRITTEN AGREEMENT
EXISTS IN WHICH ARMY CONTEMPLATES REIMBURSEMENT FOR INSTALLA-
TIONS BUILT UNDER AMCROSS JURISDICTION PD BENEFIT WILL ACCRUE
TO ARMY IN TWO TWO OF SIX CASES CONCERNED WHEN AMCROSS WITHDRAWS
CMA IF ARMY CONTINUES TO OPERATE THOSE CLUBS AS SERVICE CLUBS PD
FULL DETAILS OF ARMY COMMITMENT BEING FORWARDED WITH AMCROSS
REQUEST FOR REIMBURSEMENT BY SAFEHAND COURIER THIS DATE PD PART
TWO RECOMMEND FAVORABLE CONSIDERATIONS BE GIVEN TO REIMBURSEMENT
OF AMCROSS FOR THESE EXPENDITURES AS FUNDS WERE SPENT BY THEM
IN GOOD FAITH BASED ON WRITTEN STATEMENT OF USAFFE CHIEF OF STAFF
DATED SIXTEEN APR FOUR FIVE INDICATING THAT USAFFE WOULD IMPLE-
MENT PROGRAM TO GREATEST POSSIBLE EXTENT

OFFICIAL

REFERENCE: Z 04492
22 JUNE 46
ROUTINE CLEAR

C L E A R

OUTGOING

original filed in "Incoming Radios"

AFPAC REGULATIONS)
NO. 100-20)

GHQ, AFPAC
APO 500, 1 November 1945

* E X T R A C T *

AMERICAN RED CROSS

* * * * *
* * * * *

b. Furnish all supplies and equipment, except Quartermaster subsistence and non-expendable Special Service equipment, required for American Red Cross operations. A record of shipments or deliveries to the American Red Cross will be made on Property Issue Slip and dropped for accountability in accordance with existing regulations.

* * * * *

g. Lease, construct, alter, extend, maintain, and equip all Red Cross installations, including office space. Necessary materials and civilian labor for these purposes will be provided by the Army. Plans and designs for construction will be prepared in accordance with Army standards unless otherwise authorized by this headquarters.

* * * * *

h. Furnish fuel, light, power, water, telephone, and sanitation services.

* * * * *

i. Furnish suitable billets and quarters for all Red Cross personnel in accordance with AFPAC Circular 55, 9 September 1945.

* * * * *

By command of General MacARTHUR:

R. K. SUTHERLAND
Lieutenant General, United States Army
Chief of Staff

OFFICIAL:

B. M. FITCH
Brigadier General, U.S. Army
Adjutant General

*Rescinded by AFPAC Reg.
100-20, 6 Dec 46.
AFPAC Reg. 100-20, 6 Dec 46.
Rescinded by FEC Cir # 65,
4 June 47*

Legal Research - Red Cross Claims

*(Daw)
BK*

4

AFFAC REGULATIONS)
NO. 100-20)

*Rescind
AFDAC Reg 100-20,
6 Dec 46*

GHQ, AFPAC
APO 500, 1 November 1945

*Reg 100-20, by
Rescind
FEC Cir. 65,
4 June 47.*

* E X T R A C T *

AMERICAN RED CROSS

* * * * *
* * * * *

i. Settle claims arising from damaged buildings or property where individual responsibility cannot be fixed.

* * * * *

k. Investigate claims for damage done by Red Cross personnel on Army leased installations in the same manner as when damage is done by Army personnel. The Army will not assume, nor be considered as having incurred, any liability for the payment of such claims.

* * * * *

By command of General MacARTHUR:

R. K. SUTHERLAND,
Lieutenant General, United States Army
Chief of Staff

OFFICIAL:

B. M. FITCH
Brigadier General, U.S. Army
Adjutant General

Legal Research - Red Cross Claims

*PLD
BAC*

62

HEADQUARTERS AFWESPAC

CHECK SHEET

Do Not Remove From Attached Sheets

Note No. 1 File No. Subject: Investigation of claims for damage done
by USO personnel.

FROM: Claims Service,
AFWESPAC, APO 707

TO: Major Becker,
Chief, Manila Branch,
CIS

8 October 1945

Quoted below is an extract from a letter, dated 28 August 1945, from
GHQ, AFPAC, regarding investigation of claims for damage done by USO per-
sonnel;

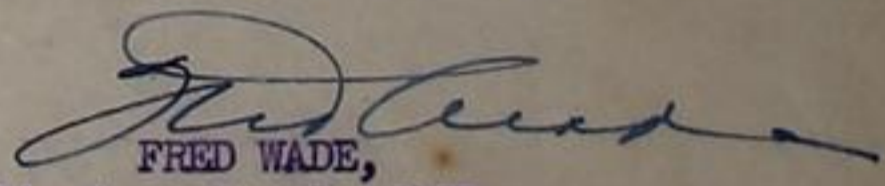
E X T R A C T

* * * * *

2. g. Settle claims arising from damaged buildings or
property where individual responsibility cannot be fixed.

h. Investigate claims for damage done by USO personnel
on army leased installations in the same manner as when damage is
done by army personnel. The army will not assume nor be considered
as having incurred any liability for payment of such claims.

* * * * *



FRED WADE,
Lieut. Colonel, JAGD,
Director, Claims Investigating Service.

521

HEADQUARTERS AFWESPAC

CHECK SHEET

Do Not Remove From Attached Sheets

Note No. 1	File No.	Subject: Investigation of claims for damage done by USO personnel.
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FROM: Claims Service,
AFWESPAC, APO 707

TO: Officer in-Charge, 8 Oct 45
Branch Office
Claims Service,
AFWESPAC, Base K
APO 72

3A

Quoted below is an extract from a letter, dated 28 August 1945, from GHQ, AFPAC, regarding investigation of claims for damage done by USO personnel:

E X T R A C T

* * * * *

2. g. Settle claims arising from damaged buildings or property where individual responsibility cannot be fixed.

h. Investigate claims for damage done by USO personnel on army leased installations in the same manner as when damage is done by army personnel. The army will not assume nor be considered as having incurred any liability for payment of such claims.

* * * * *

S/ Fred Wade
T/ FRED WADE
Lieut. Colonel, JAGD,
Director, Claims Investigating Service

RESTRICTED

HEADQUARTERS
UNITED STATES ARMY FORCES IN THE FAR EAST

CIRCULAR)
:)
NO....59)

A.P.O. 501
29 May 1945

54
11/16
WD
gm

3

SALES AND ISSUES TO THE AMERICAN RED CROSS

1. The attention of all concerned is invited to the provisions of paragraph 13b(5), USAFFE Regulations No. 20-5, 17 October 1944, and paragraph 3b, USAFFE Regulations No. 1-80, 26 April 1944.

2. a. When making issues of subsistence to the American Red Cross under the provisions of paragraph 3b(1), USAFFE Regulations No. 1-80, 26 April 1944, as changed by C-1, 15 February 1945 (Issue of subsistence not in excess of X scale to American Red Cross transient messing installations at air terminals), Quartermasters will place on the Property Issue Slip the following:

(1) A certificate by the American Red Cross representative that the subsistence drawn will be used solely for the messing of transients at air terminals where no other messing facilities exist.

(2) A statement substantially as follows:
"Issued to the American Red Cross under the provisions of paragraph 3b(1), USAFFE Regulations No. 1-80; 26 April 1944 as changed by C-1, 15 February 1945. Reimbursement not required."

b. The Ration Request upon which the issue is based will be attached to the Property Issue Slip.

c. Copies of such Property Issue Slips are not required to be sent to the Audit Branch, Office of the Fiscal Director, USAFFE.

3. When making issues of other property of the United States to the American Red Cross, the provisions of USAFFE Regulations No. 20-5, 17 October 1944, will apply. Briefly, this requires six copies of the Property Issue Slip, which are disposed of as follows:

Original - Signed by a representative of the American Red Cross, supported by a requisition and movement order if such is necessary to move the property, Retained as a credit voucher to the Stock Record Account.

Duplicate copy Forwarded to the American Red Cross Area Accountant, APO 501.

RESTRICTED

(GFA 26)

Triplicate copy (mark "American Red Cross")

Forwarded to the Office of the Fiscal Director, USAFFE, APO 501. Attention: Audit Branch.

Quadruplicate copy

Warehouse File.

Quintuplicate copy

Forwarded to unit concerned.

Sextuplicate copy

Accompanies shipment.

4. When making sales of subsistence to the American Red Cross, the provisions of AR 35-6660, 29 August 1942, as amended, Section V, USAFFE Regulations No. 20-5, 17 October 1944, and USA SOS Regulations 30-18, 24 March 1945, will apply.

a. Quartermasters of tactical units furnishing units of the American Red Cross with subsistence for which reimbursement is required will forward two (2) copies of the Property Issue Slip (one copy receipted by the American Red Cross) to the nearest readily available sales officer for his action, and an additional authenticated copy to the Audit Branch, Office of the Fiscal Director, USAFFE, APO 501. The three copies should be labeled "Reimbursement required".

b. In the event a sales officer is not readily available to tactical Quartermasters, all three copies of the Property Issue Slip referred to in paragraph 4a, above, will be sent by letter of transmittal to the Audit Branch, Office of the Fiscal Director, USAFFE, APO 501, stating in such transmittal letter that sales officer is not available. The Office of the Fiscal Director, USAFFE, will make collection on all such accounts. FECD 080

By command of General MacARTHUR:

RICHARD J. MARSHALL,
Major General, General Staff Corps,
Chief of Staff.

OFFICIAL:

R. E. Fraile
R. E. FRAILE,
Colonel, A.G.D.,
Adjutant General.



008

FEJC 1st Ind.
HQ., CLAIMS SERVICE, USAFFE, OFFICE OF THE CHIEF OF CLAIMS, APO 923.
3 March 1945.

2

TO: Commanding General, Australia Base Section, USASOS, APO 923.

1. The proper handling of claims for damage to property secured by Australian Hirings for American Red Cross occupancy is as follows:

a. The United States has become financially responsible for damages arising through Red Cross occupancy of properties where possession was not terminated prior to 1 January 1944. The Director of Reciprocal Lend-Lease has determined that claims for rental for Red Cross properties and claims for damages resulting from use and occupancy of such properties are not such claims for which the Commonwealth could assume financial responsibility under the National Security Regulations, and that therefore credits to the United States Government under Reverse Lend-Lease could not be made.

b. Paragraph 12b, USAFFE Reg. 1-75, provides in part:

"Any claim the payment of which the Commonwealth is unwilling to assume will be forwarded by the Chief of Theater Claims Service to a Foreign Claims Commission or The Judge Advocate General in appropriate cases, for necessary action."

The provisions of quoted paragraph apply directly to subject inquiry. The Commonwealth having determined the unavailability of Reverse Lend-Lease payments for subject type of claims, it necessarily follows that claims for damage arising from the use and occupancy of Red Cross properties which were taken over by the United States Government under the authority of USAFFE Regulations 1-80 and prior directives, become the obligation and responsibility of the War Department and the Army for investigation, processing and disposition, even though the original procurement was by Australian Hirings.

c. Provision is made in par. 5, USAFFE Reg. 1-75 to the effect that the scope of the investigation will be commensurate with the nature and extent of the damage or loss sustained. Experience has determined that the findings of the Australian Hirings as to the extent of the damage and the amount of compensation due, are to be relied upon, and in those cases where Hirings Form AA P124 is executed, reliance thereon may be accepted by officers concerned without further investigation as to the amount of the compensation due, or damage occasioned. All other requirements specified in USAFFE Reg. 1-75 and par. 7, AR 25-20, if applicable, will be complied with.

d. The claim, after such additional investigation as is necessary, should be forwarded to Claims Service, USAFFE, for administrative determination.

W. G. ELLIOTT,
Major, F.A.,
Acting Chief of Claims Service, USAFFE.

31

Rec. ABSec line 24

KK.

21 July 1943

54

Extract of Memorandum for The Judge Advocate General

Subject: The rights of volunteer Red Cross Drivers of Army vehicles against the Government for hospitalization, medical treatment and compensation for injuries arising from motor accidents, their liabilities and those of the Government to third parties.

* * *

c. The liability of the United States for damage caused to private property of third parties by a volunteer Red Cross driver operating a War Department or Army motor vehicle depends upon a construction of the recently enacted claims act (act of 3 July 1943, Public Law 112, 78th Cong.), which provides for the settlement of tort claims against the Government which arose subsequent to 27 May 1941. The pertinent provisions of section 1 of this act follow:

"* * * for damage to or loss or destruction of property, real or personal, or for personal injury or death, caused by military personnel or civilian employees of the War Department or of the Army while acting within the scope of their employment, * * *." (Underscoring supplied)

Is a volunteer Red Cross driver whose services are accepted by the Government to operate a motor vehicle on official business one of the group of "military personnel or civilian employees of the War Department or of the Army"? Obviously, the first category, "military personnel", is inapplicable. Do the volunteer drivers fall within the second group: "civilian employees of the War Department or of the Army"? As this phrase has not been defined in the act, and no hint of any special meaning is to be gathered from the reports on the bill, or the congressional debates, the answer will, of necessity, depend upon general legal principles. As defined in the textbooks and in the decisions with reference to the subject inquiry:

"Employee' has neither technically nor in general use a restricted meaning by which any particular employment or service is indicated, and that it may have different meanings in different connections admits of no doubt. It is not a word of art, but it takes color from its surroundings and frequently is carefully defined by the statute where it appears. * * * While generally defined as one who performs services for another for hire, salary, or wages, the word does not necessarily connote the payment of compensation, although it may generally denote regular employment as distinguished from casual, incidental, or occasional employment, * * *. In its broad signification and in common or popular speech, the term is defined as one who is employed; any one who renders labor or services to another, * * *." (30 C.J.S. pp. 226, 227)

In describing the relationship of a janitor who was employed by an independent third person, paid by him, and whose orders came from him, to clean up a jewelry store, with reference to a theft policy requiring, in addition to the custodian, "one or more employees or members or officers of the firm on duty inside the premises * * *", the Circuit Court of Appeals, 6th Circuit, said in the case of Fidelity & Deposit Co. of Maryland v. Friedlander:

"'Employee' may mean anyone who renders services to another. * * * It is no doubt frequently thought of in this sense when the word is used in common parlance." ((Md.) 101 F. 2d 106, 108)

In Reed v. Ridout's Ambulance, Inc. (Alabama, 1925; 102 Southern 906), in determining the status of a vocational student under the War Risk Insurance Act who was paid a pension by the Government of \$100 per month, but who entered defendants' establishment for the purpose of learning the business, and who performed duties for the defendant and took orders from it, without any compensation being paid, the court held the plaintiff to be an employee, stating (p. 909):

"As a general proposition, it may be sufficiently accurate to define an 'employee' as one who performs services for another for wages or hire; and some judges and lexicographers have thus defined it - aptly enough for ordinary cases, but inaccurately as a test of the legal relation of employer and employee with respect to their obligations and liabilities, whether to third persons or to each other.

"The payment of compensation is an incident of the relation merely, and not one of its essentials. The essentials are: The voluntary rendition of service by the employee; its acceptance by the employer; and the employer's right to direct and control the employee." (Underscoring supplied)

That personnel serving with or for the Government without compensation can be, for some purposes, "officers" is disclosed by a decision of the Comptroller General (16 Comp. Gen. 495), holding that appointive members of the Northwest Territory Celebration Commission, who serve without compensation, are "officers of the United States", and as such are entitled to travel expenses for attending the meetings of the Commission.

In a closely analogous case involving a Government truck being operated by a member of the Ohio National Guard who was employed by the State of Ohio, and who had been lent by the state to the United States for the purpose of driving the truck, and who was, at the time of the accident, acting under the direction and control of the United States, and the truck was, at the time of the collision, being used solely in the interest of the United States, this office expressed the opinion that:

"* * * the driver of the truck at the time of the collision was a servant of the United States acting within the scope of his employment as such * * *."

The claim was approved under the provisions of the act of 28 December 1922 (42 Stat. 1066; 31 U.S.C. 215) (JAG 537.5, 18 Dec. 1937 - Vonderhaar).

Circular No. 274, War Department, 1942, and Section 1101 of the Second War Powers Act (Public Law 507, 77th Cong.) approved 27 March 1942, permit the acceptance on the part of the War Department of voluntary services such as here disclosed.

From the foregoing it is apparent (1) that one does not have to be compensated to be an "employee" of the Government; (2) that the purpose and intent of the act would be defeated by denying responsibility or liability where Government cars are operated by volunteer personnel on official duties where accidents occur through negligence of the drivers while within the scope of their employment.

The foregoing interpretation of "employees" relates, however, solely to the act of 3 July 1943 (Public Law 112, 78th Cong.). No opinion is here expressed as to the meaning of the word in other connections.

* * *

April 26





COMMISSIONS
FOREIGN NATIONALS

ADM - 23

BRITISH NATIONALS POLICY XVI

DEPARTMENT OF THE ARMY

IN REPLY REFER TO:

Office of the Adjutant General
Washington 25, D. C.AGPO-CR 201 Swan, Robin Charles Martin
(Born: 29 Apr 1903) (15 Mar 50)

15 March 1950

SUBJECT: Determination of Status under MPA.

TO: Commanding Officer
AG Records Depository
APO 900, c/o Postmaster
San Francisco, California

1. Reference is made to letter, this office, dated 2 April 1948, Subject: Determinations of Status under the Missing Persons Act for Robin W. Yearsley and Robin C.M. Swan, in which it was determined that Robin W. Yearsley and Robin C.M. Swan were not entitled to benefits under the Missing Persons Act after receiving commissions in the British Army.

2. The Director of Personnel and Administration, GSUSA, upon review of this case directed on 27 February 1950, that Robin C.M. Swan be granted status under the Missing Persons Act as a civilian employee of the War Department, and that payment be authorized for such period as may be determined that he was last paid until his death while a prisoner of war. This decision is in conformance with the determinations rendered in similar cases of British nationals, Ian Edgar, Frere H. H. Pipe, Claude Bruce Lawrie-Smith and George M. Wightman, who, while serving as civilian employees of the War Department, were granted "local" commissions by the British government, which carried no pay and were merely for their protection in case of capture by the enemy.

3. Payrolls brought out of the Philippines during the war, for the Philippine Motor Transport Depot, In the Field, Bataan, P.I., Vouchers #3478, #4161, #4637, #5343, and #6127, accounts of J. R. Vance, list Robin Swan, \$200.00 per month, and show that he was employed and paid from 12 December 1941 to 5 March 1942.

4. Robin C.M. Swan was interned at Cabanatuan Prisoner of War Camp, and died 21 January 1945 aboard the Brazil Maru, from wounds incurred by bombing, while enroute to Japan on Japanese prisoner of war transport. No evidence can now be found in this office of the receipt of official report of death.

C-O-P-Y

AGPO-CR 201 Swan, Robin Charles Martin
(Born: 29 Apr 1903) (15 Mar 50)

5. It is desired that a determination of status under the Missing Persons Act be made for Mr. Swan and that such action be expedited.

BY ORDER OF THE SECRETARY OF THE ARMY:

(illegible)
Adjutant General

3 Incls.
Photo. affid. 17 Mar 47, by Mrs. Swan
Memo 9 Mar 46, re Swan
Off. Rep. 6 Feb 47

C-O-P-Y

DEPARTMENT OF THE ARMY
OFFICE OF THE ADJUTANT GENERAL
RECORDS ADMINISTRATION CENTER
ST. LOUIS 20, MISSOURI

In Reply

Refer To:

AGRS-CE 201 Yearsley, Robin W.
(12 Dec 50)

12 December 1950

SUBJECT: Request for Correspondence

TO : Commanding Officer
8133d Service Unit
AG Records Depository
APO 928, c/o P. M.
San Francisco, California

1. Reference is made to your radio, file S 1219 AGRD-JV, requesting copy of letter, The Adjutant General, File AGPO-CR, dated 13 March 1950, Subject: Determination of Status under Missing Persons Act, together with four (4) inclosures.

2. Inclosed herewith are photostatic copies of correspondence as requested.

BY ORDER OF THE SECRETARY OF THE ARMY:

/s/ James W. Hill
Adjutant General

1 Incl
Photo cpy Ltr TAG
13 Mar 50 w/4 incls

CERTIFIED TRUE COPY:

RECORDS DIVISION
OFFICE OF THE VICE
PRESIDENT OF THE

TJC/MEG/mmh/1C662a

AGPO-CR 201 Yearsley, Robin William
(Born: 12 May 1907) (13 Mar 50)

13 March 1950

SUBJECT: Determination of Status under MPA

TO: Commanding Officer
AG Records Depository
APO 900, c/o Postmaster
San Francisco, California

1. Reference is made to letter, this office, dated 2 April 1948, Subject: Determinations of Status under the Missing Persons Act for Robin W. Yearsley and Robin C.M. Swan, in which it was determined that Robin W. Yearsley and Robin C.M. Swan were not entitled to benefits under the Missing Persons Act after receiving commissions in the British Army.

2. The Director of Personnel and Administration, GSUSA, upon review of this case directed on 27 February 1950, that Robin W. Yearsley be granted status under the Missing Persons Act as a civilian employee of the War Department, and that payment be authorized for such period as may be determined that he was last paid until his death while a prisoner of war. This decision is in conformance with the determinations rendered in similar cases of British nationals, Ian Edgar, Frere H. H. Pipe, Claude Bruce Lawrie-Smith and George M. Wightman, who, while serving as civilian employees of the War Department, were granted "local" commissions by the British government, which carried no pay and were merely for their protection in case of capture by the enemy.

3. In this connection, reference is made to copy of 3rd Ind., USAF, Pacific, 12 September 1945, particularly paragraphs 3 and 4, File Reference: AG 201 Yearsley, Robin W. (11 Sept 45) AG-KJ, and to copy of Extract from letter of Capt. N.O. Nicholson, dated 21 March 1946, in which he states that he was mistaken in stating he saw Robin W. Yearsley in Leyte in early 1945, that it was Dick Hedrick and not Yearsley he saw.

4. Payrolls brought out of the Philippines during the war, for the Philippine Motor Transport Depot, In the Field, Bataan, P.I., Vouchers #3478, #4161, #4637, #5343, and #6127, accounts of J.R. Vance,

AGPO-CR 201 Yearsley, Robin William
(Born: 12 May 1907) (13 Mar 50)

list Robert Yearsley (signature Robin W. Yearsley), \$200.00 per month, and show that he was employed and paid from 12 December 1941 to 28 February 1942.

5. "R.W." Yearsley was reported on US/203, IRC 6398, as a prisoner of war of the Japanese. He was interned at Cabanatuan, Camp #1, and on 13 December 1944 was taken on a prisoner of war transport to Japan, and according to Major Leonard S. Cairns, O-890427, "he died enroute, and was buried at sea between Formosa and Kyushu on 3 January 1945." The first evidence of his death was received in the Office of the Provost Marshal General, by letter dated 7 August 1945 from ETO PM ETO, 887, Rear, which states Tokyo J H 82 lists R.W. Yearsley as dead.

6. The latest address of Mrs. Helen E. Yearsley, widow of Robin William Yearsley, is 181 Madison Street, Oneida, New York.

7. It is desired that subject's father, Mr. R.J. Yearsley, c/o American Chamber of Commerce, Manila, P.I. or Cu Unjieng Bldg., Escolta St., Manila, P.I., be contacted and a report made to this office regarding the whereabouts of his son's children.

8. It is further desired that determination of status under the Missing Persons Act be made for Mr. Yearsley and that action be expedited.

BY ORDER OF THE SECRETARY OF THE ARMY:

/s/t/ SYLVIO L. BOUSQUIN
Lt Colonel, AGD
Adjutant General

4 Incls.

Incl #1-Cpy 3rd Ind. USAF Pac, 12 Sep 45
Incl #2-Cpy Ext. Inf. fr Capt N.O. Nicholson, 10 May 46
Incl #3-Cpy 1st Ind., USAF Pac, 11 Aug 45
Incl #4-Photo. let. 26 Dec 45 fr R.J. Yearsley

CERTIFIED TRUE COPY:

BASIC: Msgform, WD, File No. AG 201 YEARSLEY, ROBIN W.
 (23 May 1945) PC-R, dtd 16 June 1945.

AG 201 YEARSLEY, ROBIN W.

3rd Ind.

(11 Sept 45) AG-KJ

GENERAL HEADQUARTERS, UNITED STATES ARMY FORCES, PACIFIC, APO 500
 12 SEPTEMBER 1945.

TO: The Adjutant General, Washington 25, D. C.
 Attention: Casualty Branch.

1. Reference is made to paragraph 3, preceding indorsement.

2. Official information available to this office in the form of photostat copies of payrolls tends to identify Robin W. Yearsley as Robert Yearsley, whose signature on payrolls appears as R. Yearsley a civilian employee of the War Department. Records indicate subject was hired on or about 12 December 1941 as Chief Dispatcher of Motor Vehicles at a salary of \$200 per month. However, the date of the termination of his employment cannot be definitely ascertained as the available records maintained on Bataan are only inclusive of 28 February 1942, whereas the date of capitulation was 9 April 1942. Furthermore, Mrs. Yearsley states her husband escaped from Bataan to Corregidor and was captured there, upon the surrender. Mr. Yearsley does not appear on any available civilian employee records maintained on Corregidor.

3. On basis of the above information, Robin W. Yearsley, provided he is the Robert Yearsley identified, would meet the requirements to come under the provisions of the Missing Persons Act as a civilian employee of the War Department.

4. a In determining the present whereabouts of Robin W. Yearsley the following information obtained from a Capt. Nicholson, British Army, British Staff Section, GHQ, AFPAC is submitted:

"I knew Bob Yearsley in Bataan early 42 then acknowledging Canadian birth. Was employed in number two motor pool in civilian capacity. In late February or early March this year saw and spoke to the same Bob Yearsley at number four replacement depot Leyte in transit to United States as recovered PW when he claimed United States citizenship and lieutenancy in US Army. Do not therefore understand reference to his transshipment to JAPAN. YEARSLEY known to me in 42 was to best of my knowledge granted local repeat local commission (that is without pay or allowances) in the Philippines for the duration of the emergency. This after my departure. This of course would cover him during imprisonment but would lapse automatically on repatriation. For your personal information am convinced that claim to US citizenship referred to above was primarily for the speedy repatriation. Am positive there was NO more than one YEARSLEY at number two motor pool

BASIC: Msgform, WD, File No. AG 201 YEARSLEY, ROBIN W.
(23 May 1945) PC-R, dtd 16 June 1945.

early 42. Would suggest therefore investigation wife's claim he is still in Japanese hands."

b. Information is also available at this headquarters indicating subject was transferred to Japan on 27 December 1944.

5. Available records regarding personnel repatriated from Leyte fail to disclose the name of Robin or Robert Yearsley as having been repatriated. It is possible, however, for subject to have been repatriated to the United States and this office have no knowledge of such action as the records are not complete.

For the Commander-in-Chief:

A. E. O'LEARY
Lt. Col. AGD
Asst Adj Gen

INFO COPY TO: The Office of Special Settlement Accounts
27 Pine Street, New York 5, New York

CERTIFIED TRUE COPY:

C O P Y

MESSAGEFORM

FROM: HQS, AFWESPAC, REG PERS DIV
INV & REV BR, AGPO 707

Security Classification:
UNCLASSIFIED

Action: AIR MAIL

Action To: THE ADJUTANT GENERAL
WASHINGTON 25, D. C.

10 May 1946

THE FOLLOWING INFORMATION IS SUBMITTED ON ROBIN W. YEARSLEY:

1. EXTRACT FR LTR OF CAPTAIN N. O. NICHOLSON U K ARMY LIAISON
STAFF - AUSTRALIA, DATED 21ST MARCH 1946.

" ROBIN W. YEARSLEY

REFERENCE YOUR MEMO GSXRP-261 OF 25TH JANUARY, 1946.

I REGRET THAT THE STATEMENTS I MADE LAST AUGUST ABOUT HAVING
SEEN AND SPOKEN TO THE ABOVE NAMED IN LEYTE IN EARLY 1945
WERE MADE WITHOUT PERSONAL RECORDS WHICH I NOW HAVE WITH ME.
AS THE CASE SEEMED TO BE CLOSED WHEN I WAS IN MANILA IN SEP-
TEMBER AND OCTOBER 1945, I DID NOTHING FURTHER IN THE MATTER.
I NOW REALISE THAT MY SOMEWHAT CONFUSED RECOLLECTION OF THAT
TIME IN BATAAN CAUSED MY MISTAKE IN MIXING OF ROBIN YEARSLEY
AND "DICK" HEDRICK, AND THAT IT WAS HEDRICK AND NOT YEARSLEY
WHOM I SAW IN LEYTE LAST YEAR. "

2. EXTRACT FR LTR OF ASST ADJUTANT GENERAL, GHQ, AFPAC, APO
500 DTD 5 FEB 46.

" THIS OFFICE MADE A PERSONNEL SEARCH OF THE SUBJECT RECORD
AND ROBIN W. YEARSLEY WAS NOT LISTED ON EITHER JH 82 OR JH 182.
THE JH SERIES INDICATE AMERICANS ONLY AND IS USED AS A CHECK
ON THOSE NAMES SUBMITTED TO GENEVA."

1 INCL - N/C

OFFICIAL:

/s/
/t/ D. M. LYNCH, Major, Inf
Actg Asst Adj Gen

BASIC: Msgform, WD, File No. AG 201 YEARSLEY, ROBIN W.
(23 May 1945) PC-R, dtd 16 June 1945.

1st Ind.

AG 201 YEARSLEY, ROBIN W. (11 Aug 45) AG-KE
GENERAL HEADQUARTERS, UNITED STATES ARMY FORCES, PACIFIC,
APO 500, 11 August 1945.

TO: The Adjutant General, Washington 25, D. C.
Attention: Casualty Branch.

1. In compliance with paragraph 4 of basic communication, a thorough investigation has been conducted concerning the status of ROBIN W. YEARSLEY.

2. Attached herewith are extract photostat copies (incls 2,3,4,&5) of rosters maintained in prisoner of war camps in which the name of subject individual appears on all four rosters as 1st Lieutenant, British Army.

3. Captain N. O. Nicholson, British Staff Section, GHQ SWPA, was interviewed and the following statement was obtained:

"YEARSLEY, known to me in 1942, was to the best of my knowledge, granted local commission (that is, without pay or allowances) in the Philippines for the duration of the emergency. This was after my departure from Bataan. This commission would cover him during imprisonment but would lapse automatically upon repatriation."

4. From all information available, it appears that subject individual was a civilian employee of the War Department and does not have any status in the Army of the United States.

For the Commander-in-Chief:

4 Incls:
Incl 1 - w/d
Incl 2 - Roster
Incl 3 - Roster
Incl 4 - Roster
Incl 5 - Roster

F. N. GRANDALL
Major AGD
Asst Adj Gen

Manila, Philippines
26 December 1945

Canadian Military Attache
Washington, D.C.
War Department
The Adjutant General's Office
Washington 25, D. C.

Gentlemen:

I have just been advised that my son's wife, Mrs. Helen Yearsley, is trying to procure the money due him from the Armed forces in Bataan, Philippines.

This money should not be paid to her as the only two children are with their Grandparents who raised them since babies.

My son refused to have anything to do with his wife for over 11 years on account of her drinking habits.

At present she is living with another man in Syracuse, N.Y. or was according to the last news received.

With reference to my son -

Name -Robin William Yearsley
Born - Windson, Ont.
Arrived - Philippines 1930
Joined Quartermaster Division, Bataan, 1941
Dec. supposed to be British-American forces. Was made an officer in the battlefield and perished on the Japanese ship which was sunk by Americans Dec. 1944 off coast of Japan.

If any Army papers were left, it will show he left everything to his next to kin, which were his children.

General Wainwright should know all about this or at least some of the officers who were in charge.

I as his father would like to protect the future of the children and if the Government pays the Bataan boys, the children should receive the benefit due them.

Would ask you to please investigate this and if any further information is necessary, please advise and I will do my best to obtain same.

Yours very truly,

s/ Robert J. Yearsley
t/ ROBERT J. YEARSLEY

Cable: Yearsley Chamber Commerce Manila
R.J. Yearsley, Headquarters, Base X, Port Command
APO 75, c/o Postmaster, San Francisco
Regular: R. J. Yearsley, c/o American Chamber of Commerce, Manila

Claims of F. H. H. Pipe and Ian Edgar.

Legal Section

Executive Officer

28 July 1945

1. Claimants are British subjects who were engaged in mining in Mindanao at the outbreak of the war. After the outbreak of hostilities, they volunteered their services to USAFFE in Cebu and were assigned duties on General Sharpe's Staff. General Sharpe radioed General MacArthur's Headquarters at Corregidor on 28 December 1941 for instructions as to status under which claimants should serve and received the following reply:

"Reurad nineteenth ourad January fifth repeated provisional permission granted by British Government for citizens listed yourad twentyeighth December to assume following ranks and wear uniform Grere (Frere) Pipe Captain Ian Edgar Bruce Laurie Smith First Lieutenants George Wightman Second Lieutenant avoid publicity end

(Sgd) Seals (Adjutant General)"

2. Thereafter claimants served in the capacity of British officers on duty with USAFFE until the surrender when they were interned.

3. It appears from correspondence of the British Staff Section, GHQ, SWPA, that the commissions authorized by the War Office of His Majesty's Government were local commissions purely for the protection of the individual in case of capture by the enemy. This type of commission is purely honorary and carries no pay, family allotments, pensions or other remuneration whatsoever. On the termination of the emergency or evacuation from the Philippines, the commissions automatically elapsed.

4. Determination of the exact status of claimants were reported to be a matter of confusion and still pending when Corregidor fell. They were carried on the civilian payroll for lack of any other suitable method of carrying them. Claimant Pipe received \$150 which he apparently considered to be his pay for the month of April 1942; claimant Edgar received \$65.25 for the month of December 1941 and \$135 per month for January, February and March 1942. Claimants were recovered from enemy occupied territory in February 1945.

Claims of F. H. H. Pipe and Ian Edgar.
(Cont'd)

5. It has been determined by the War Department that claimants were not AUS officers at any time during their work with the USFIP, and the request has been made that this headquarters determine whether or not they were civilian employees of the War Department. (WD Radio W 37316, 24 Jul 45, cite SPXPC-3)

6. From the foregoing facts, it may be concluded that claimants volunteered for service after the outbreak of hostilities to assist in the military effort, largely through motives of self-protection and were permitted to remain with the forces where they served in a status of British officers. Their status as British officers serving with our forces precluded their being considered as civilian employees even though the United States paid them compensation for all or a part of the period they served. Notwithstanding the fact that the claimants service was continuous until the time of surrender, they nevertheless acquired no status under the Missing Persons Act.

7. Should the claimants have any right to further compensation from the United States Government for services rendered during this period, their claims should be processed as a procurement matter rather than under the Missing Persons Act. It is the opinion of this office that compensation of claimants for services involved is a matter between them and the British Government.

D. L. G.

1 February 1950

Data regarding 6 British nationals, employed in Philippines as civilian employees at outbreak of war, and later commissioned in British Army (honorary commissions).

Name	Prior status	Date of emp. by W.D.	Payroll Record	Date Comm in British Army	Date last paid as civ. empl.	Status under M.P.A.		Remarks
						Type	Paid for Period	
Pipe, Frank H.H.	Private Business	12 Dec 41	None	24 Jan 42 (Capt.)	In May 1942 (his stat.)	Private USA & Pac 28 Dec 45	* (5) 27 May 42 to 3 Feb 45	Interned as civilian at Santa Tomas. (Came out alive)
Edgar, Ian	Private Business	17 Dec 41	None	24 Jan 42 (1st Lt.)	31 Mar 42 (Det. of status)	Private USA & Pac 28 Dec 45	10 May 42 to 3 Feb 45	Interned as civilian (Came out alive)
Lawrie-Smith, Claud Bruce	Private Business	8 Dec 41	None	about 24 Jan 42 (1st Lt.)	4 Jan 42 * (1) (Det. of status) see staty USA officers.	Private USA & Pac Mar 46	5 Jan 42 to 20 Apr 43, presumed date of death.	Killed by Japanese (presumed death)
Wightman, George M.	Civ. Empl of W.D.	19 Nov 41	1 only Vo # 3665 16-30 Nov 41	24 Jan 42 (2 Lt.)	Not shown	Private USA & Pac 28 Feb 46	1 Dec 41 to 27 Feb 45, date W.D. rec'd. evid. of death	Died as Japanese POW.
Swan, Robin C.M.	Private Business	Vo # 3478 indicates empl. 12 Dec 41	Vo # 3478 " 4161 " 4637 " 5343 " 6127	Sometime in Feb or Mar. 1942 (Staty of USA officers.)	Vo # 6127 * (3) shows paid 5 days in Mar 42 (no later rec found - no reason stated).	Negative Cas Sec. Ago	Denied status under M.P.A.	Died while a POW in transport to Japan in Jan 1945.
Yearley, Robin W.	Private Business	Vo # 3478 indicates empl. 12 Dec 41	Vo # 3478 " 4161 " 4637 " 5343 " 6127	Sometime in Feb or Mar. 42 (Staty of USA officers.)	paid up to * (3) 28 Feb 42. name entered on max. roster - but lined out.	Negative * (4) Cas Sec. Ago	Denied status under M.P.A.	Died while POW in transport to Japan in Jan 1945.

* (1) Col. Scudder, 29 Jan 46, states Lawrie-Smith's name red-lined for Jan & Feb payrolls because of British comm.

Col. John D. Cook, O-6160, says he drew no pay from US after acc of Br. Comm.

* (2) Col. M.A. Quinn, Maj. I.S. Cairns, Lt. Col. Austin J. Montgomery, Lt. Col. Geo. S. Dev.

* (3) Col. R.G. Jenkins, says acc. to his best recollection no payments were made to Swan & Yearley after they were comm. in British Army.

* (4) USA & Pac, 3rd Ind. 12 Sept 45, par 3, states Yearley meets requirements of M.P.A.

Capt. R.E. Cantrell says Swan & Yearley remained on duty in motor transport depot after they were commissioned.

Col. M.A. Quinn says both were taken off payroll due to fact they were commissioned in British Army.

nothing at this #3

Lt. Col. G.E. Dev. states he removed these men from payroll as they were not paid by the US Army.

1 February 1950

Data regarding 6 British nationals, employed in Philippines as civilian employees at outbreak of war, and later commissioned in British Army (honorary commissions).

Name	Prior status	Date of emp. by W.D.	Payroll Record	Date Comm. in British Army	Date last paid as Civ. empl.	Status under M.P.A.		Remarks
						Type	Paid for Period	
Pipe, Harold H.	Private Business	12 Dec 41	None	24 Jan 42 (Capt.)	In May 1942 (his stat.)	Positive USA & Pac 28 Dec 45	* (5) 27 May 42 to 3 Feb 45	Interned as civilian at Santa Tomas. (Came out alive)
Edgar, Ian	Private business	17 Dec 41	None	24 Jan 42 (1st Lt)	31 Mar 42 (Det. of status)	Positive USA & Pac 28 Dec 45	10 May 42 to 3 Feb 45	Interned as civilian (Came out alive)
Laurie Smith, Claud Bruce	Private business	8 Dec 41	None	about 24 Jan 42 (1st Lt)	4 Jan 42 * (1) (Det. of status) see staty USA officers.	Positive USA & Pac Mar 46	5 Jan 42 to 20 Apr 43, presumed date of death.	Killed by Japanese (presumed death)
Wrightman, George M.	Civ. Empl of W.D.	14 Nov 41	1 only Vo # 3665 16-30 Nov 41	24 Jan 42 (2nd Lt)	Not shown	Positive USA & Pac 28 Feb 46	1 Dec 41 to 27 Feb 45, date W.D. rec'd. and of death.	Died as Japanese POW.
Swan, Robin C. M.	Private business	Vo # 3478 indicates empl. 12 Dec 41	Vo # 3478 " 4161 " 4637 " 5343 " 6127	Sometime in Feb or Mar. 1942 (Stat. of USA officer.)	Vo # 6127 * (3) shows paid 5 days in Mar 42 (no letter rec found - no reason stated).	Negative Cas Sec. Ago	Denied status under MPA.	Died while a POW in transport to Japan in Jan 1945.
Yearley, Robin W.	Private Business	Vo # 3478 indicates empl 12 Dec 41	Vo # 3478 " 4161 " 4637 " 5343 " 6127	Sometime in Feb or Mar. 42 (Stat. of USA officer.)	* (3) paid up to 28 Feb 42 name entered on max. roster but lined out.	Negative * (4) 2 Apr 48 Cas Sec. Ago	Denied status under M.P.A.	Died while POW in transport to Japan in Jan 1945.

* (1) Col. Scudder, 29 Jan 46, states Laurie Smith name

* (5) See Det. of status of Edgar & Pipe, made 13 July 45 by Cas. Branch, after conference with officials of British Embassy in TAG's office (this action subsequently used as precedent in like cases).

* (4) USA & Pac, 3rd Div. 12 Sept 45, par 3, states Yearley meets requirements of MPA.

Capt. R.S. Cantrell says Swan & Yearley remained on duty in motor transport depot after they were commissioned.
 Lt. Col. G.E. Day, states he removed those men from payrolls and they were not paid during war.
 Col. M. Guinness says both were taken off payroll due to fact they were commissioned in British Army.

this #3 → recollection no payments were made to Swan & Yearley after they rec'd. Comm in British Army.

Plain Bond

TJC/MHC/sap/1D677

AGPO-CR 201 (3 Nov 49)

SUBJECT: Request confirmation of commission before death, was a prisoner of the Japs and lost at sea. (Geo. Wightman)

TO	FROM	Date	Comment No. 2
Chief Legislative and Liaison Div OCS, USA Attn: Major J. T. Lakin Rm 2D631	TAG	3 November 1949	Lt Col Bousquin Ex 3136

1. The records of this office show that an intensive investigation was conducted to clarify Mr. Wightman's status. Various ranking officers of the United States Army were interviewed after the war and personal contact was made with the Military Attache' of the British Embassy.

2. A telegram was found from General MacArthur's Headquarters, Corregidor, P. I., dated 21 or 22 January 1942, to General Sharp, Del Monte, Mindanao, P. I., stating: "Provisional permission granted by British Government for citizens listed to assume following ranks and wear uniform, Frere Pipe, Captain, Ian Edgar, Bruce Lawrie-Smith, First Lieutenants, and George Wightman, Second Lieutenant."

3. A request was made to the British Army for clarification of these commissions and an opinion was received from the British Staff Section, GHQ, Southwest Pacific Area, Manila, P. I., dated 21 March 1945, which states that the commissions were granted by the War Office, London, through local headquarters in Manila, as "local commissions." "Such local commissions," the opinion states, "are purely for the protection of the individual in case of capture by the enemy; lack of uniform would render him liable to be shot as a franc-tireur. This type of commission is purely honorary and carries no pay, family allotments, pensions, or any other remuneration whatsoever. Further, on termination of the emergency or evacuation, in this case, from the Philippines, the commission automatically lapses."

4. Since it was revealed that Mr. Wightman's commission in the British Army was purely honorary and that he held no military status in the Army of the United States, an investigation was then conducted to establish status for him as an employee of the War Department so that he might be entitled to financial benefits provided for in the Missing

Extra

AGFC-CR 201 (3 Nov 49)

SUBJECT: Request confirmation of commission before death, was a
prisoner of the Japs and lost at sea. (Geo. Wightman)

Persons Act (Public Law 490, 77th Congress, as amended). Evidence was found showing that George M. Wightman was employed by the Engineer Department at Large, Manila, P. I. on 17 November 1941, as Clerk CAF-3, \$1620.00 per annum. It was therefore decided to grant him status as a civilian employee of the War Department and in this status he was determined to be entitled to the benefits of the Missing Persons Act for the period from 8 December 1941 until 27 September 1945, the date the War Department received evidence of his death.

2 Incls
n/c

EDWARD F. WITSELL
Major General
The Adjutant General

AGPO-CR Edgar, Ian
(8 Dec 47)

8 December 1947

Mr. Ian Edgar
c/o S.A. Frigorifico Anglo
Avenida R. Saenz Pena 788 (R.93)
Buenos Aires
Argentina, South America

Dear Mr. Edgar:

Your request for review of your status as an officer in the Army of the United States has been referred to this office for reply.

An intensive investigation has been conducted to clarify your status, as well as that of Frere H. H. Pipe; Claude Bruce Lawrie-Smith, and George Muller Wightman. Various ranking officers of the United States were interviewed and personal contact was made with the Military Attache of the British Embassy.

A telegram was found from General MacArthur's Headquarters, Corregidor, P.I., dated 21 or 22 January 1942 to General Sharp, Del Monte, Mindanao, P.I., stating "provisional permission granted by British Government for citizens listed to assume following ranks and wear uniform Frere Pipe, Captain, Ian Edgar, Bruce-Lawrie Smith, First Lieutenants, and George Wightman, Second Lieutenant."

A request for clarification of these commissions was made to the British Army and an opinion, dated 21 March 1945, from the British Staff Section, GHQ, Southwest Pacific Area, states that the commissions were granted through local headquarters by the War Office, London, as a local commission and that "Such local commissions are purely for the protection of the individual in case of capture by the enemy; lack of uniform would render him liable to be shot as a franc-tireur. This type of commission is purely honorary and carries no pay, family allotments, pensions or any other remuneration whatsoever. Further, on termination of the emergency or evacuation in this case from the Philippines, the commission automatically lapses."

Since it was revealed that your commission in the British Army was purely honorary and you held no military status in the American Army, an investigation was then conducted to establish your status as a civilian

See also AG 704 (13 July 45) -
subject: Special Cases for determination of
status under the Missing Persons Act.
Re: Ian Edgar, Frere H. H. Pipe, Claude Bruce-Lawrie Smith & George
Wightman.

AG 701 Wightman, George M. (Civ)

AGPO-CR 201 Edgar, Ian
(8 Dec 47)

employee of our War Department so that you might be entitled to the financial benefits provided for in the Missing Persons Act (Public Law 490, 77th Congress, as amended). Evidence was secured showing that you were employed as a civilian employee by the Bugo Sub Depot, Quartermaster Corps and that you continued your services with the American Army after you were granted the honorary British commission, it was therefore determined that you were a civilian employee of the War Department and entitled to benefits as such for the period of the Japanese occupation of the Philippines and it is assumed that you have accepted payment as such.

I have written to you at length in order to fully explain this matter to you and I assure you that your loyalty and service to the Allied cause is greatly appreciated.

Sincerely yours,

EDWARD F. WITSELL
Major General
The Adjutant General of the Army

AGPC-S 201 Pipe, Frere H. H.
(25 Sept 45)

25 September 1945

Colonel Kenneth MacKessack,
Military Attache, British Embassy,
3100 Massachusetts Avenue, N. W.,
Washington, D. C.

Dear Colonel MacKessack:

The attached copy of statement relative to Frere Henry
Hamilton Pipe is forwarded to you in connection with your
recent telephone conversation with First Lieutenant Bernard L.
Shapiro, Casualty Branch, Adjutant General's Office.

Very truly yours,

ROBERT H. DUNLOP
Brigadier General,
Acting The Adjutant General of the Army.

1 Incl.

Memorandum to:- Commander-in-Chief,
Southwest Pacific Area

From: F. H. H. Pipe & Ian Edgar, British Subjects, holding commissions in V & M Force, USAFFE.

Subject Definition of Commissions, how obtained and claim for pay.

1. In December 1941 Capt: (later Lt. Col:) Holloway-Cook, Adjutant, V & M Force, USAFFE, stated that arrangements had been made or were being made whereby British Subjects could hold commissions in the U. S. Army.
2. Owing to the type of work being performed by us and the responsibilities of such work, it was deemed advisable by General William. F. Sharp, C.O. V & M Force, USAFFE that we should hold commissions if same could be obtained in any way.
3. With our conformity, USAFFE V & M Force radioed General Mac-Arthur's H.Q. at Corregidor on December 28th 1941 and received the following reply on Jan 22nd or 23rd 1942:
 " REURAD NINETEENTH OUR AD JANUARY FIFTH REPEATED PROVISION) ALL PERMISSION GRANTED BY BRITISH GOVERNMENT FOR CITIZENS LISTED YOUR AD TWENTYEIGHTH DECEMBER TO ASSUME RANKS AND WEAR UNIFORM AS FOLLOWS GRERE (FRERE) PIPE CAPTAIN IAN EDGAR - BRUCE LAURIE SMITH FIRST LIEUTENANTS GEORGE WIGHTMAN SECOND LIEUTENANT AVOID PUBLICITY END.
 (SGD) SEALS (Adjutant-General).
4. The ranks of Captain and 1st Lieutenant were those designated and recommended by USAFFE V & M Force, for which permission sought of the British Government thru General Mac-Arthur's H.Q. Thus, the commissions were accorded us by the U.S. Army for its purpose ~~when~~ at a time when available men (Americans, British, Filipinos & others) were urgently needed in the face of Japanese invasion.
5. Complications immediately arose in regard to pay. Opinion seemed to be divided as to the nature of our commissions, and it could not be decided whether we were commissioned in the U. S. Army or in the British Army. This matter was still pending when Corregidor fell. No satisfaction was ever obtained in this respect.
6. Meanwhile/^{we}were carried on the Civilian Payroll for lack of any other suitable method, and received the following amounts of pay:-

	<u>F. H. H. Pipe</u>	<u>Ian Edgar</u>
1941. December	None	\$ 65.25
1942 January	None	135.00
February	None	135.00
March	None	135.00
April	\$150.00	None
May (surrender)	None	None.

Note. F. H. H. Pipe was notified of his commission on Jan 24th 1942 at Cebu Brigade H.Q. The Adjutant, Capt. O'Connor held off Dec/Jan/ Feb pay because he had not been instructed by V & M Force H.Q. at Del Monte, Mindanao as to how to meet the situation. Arriving in Mindanao under special orders on Feb 28th 1942, F. H. H. Pipe was

immediately rushed off with motor convoys, and ended up in an out-of-the-way district at Pagadian, Zamboanga on rice procurement where there was no finance officer to set the matter right. Finally, after being in combat in the Lake Lanao Sector, one month's pay for April 1942 was obtained thru Capt. Harry Katz, F.O. 81st Division just before the surrender.

- 7. Evidence is attached that it would appear that we have no recourse to His Majesty's Government for back pay or for remuneration of any kind whatsoever.
- 8. F. H. H. Pipe is a married man with a wife and two children and Ian Edgar is single.
- 9. Your attention is particularly drawn to the attached Supplementary Report to Military Affidavits.
- 10. If, after taking into account all matters relating to our military service with the U. S. Army, you are unable to regard us as Military Personnel, then we respectfully request that we be permitted to file our claims as Assimiles or in the last resort as Civilian Employees of the U. S. Army. We consider that our claim should be based on back pay up to the time of our liberation on February 3rd 1945.

Respectfully submitted.



 F. H. H. Pipe



 Ian Edgar

Santo Tomas Internment Camp
Manila. Philippines

Santo Tomas Internment Camp
Manila . Philippines

HOME ADDRESSES

c/o. Philippine Refining Corp. of New York.
50. Broad Street.
New York City
New York. U.S.A.

970. Pollokshaws Road
Shawlands
Glasgow. S.11.
Scotland.

PROJECT "J"

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Encl 3 ✓

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C O P Y

GENERAL HEADQUARTERS .
SOUTHWEST PACIFIC AREA.

British Staff Section
21 March, 1945.

TO WHOM IT MAY CONCERN:

Papers presented to me by Mr. FRERE HENRY HAMILTON PIPE regarding his local commission in the Philippines during the emergency in 1942 would indicate that his status needs further definition. To the best of my knowledge, the commission granted to him through local headquarters was granted by the War Office, London as a local commission. Such local commissions are purely for the protection of the individual in case of capture by the enemy; lack of uniform would render him liable to be shot as a franc-tireur. This type of commission is purely honorary and carries no pay, family allotments, pensions or any other remuneration whatsoever. Further, on termination of the emergency or evacuation, in this case, from the Philippines, the commission automatically lapses.

N. C. Nichoka ?
/s/ Capt. G.S.
British Staff Section
GHQ SWPA