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CATHOLIC CHURCH CLAIMS IN
THE PHILIPPINE ISLANDS

HEARINGS

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BEFORE COMMITTEE ON INSULAR AFFAIRS
HOUSE OF REPRESENTATIVES

JANUARY 16, 20, 21, 22, AND 23, 1908

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CATHOLIC CHURCH CLAIMS IN THE PHILIPPINE ISLANDS.

COMMITTEE ON INSULAR AFFAIRS,
HOUSE OF REPRESENTATIVES,
Washington, D. C., January 16, 1908.

The committee met at 10 o'clock a. m., Hon. Henry Allen Cooper, chairman, presiding.

STATEMENT OF LIEUT. COL. JOHN A. HULL, JUDGE-ADVOCATE, UNITED STATES ARMY.

The CHAIRMAN. Gentlemen of the committee: This morning we are to hear testimony concerning the proposed bill—there has been no bill yet introduced, but we expect that one will be—to pay the so-called Catholic Church claims of the Philippine Islands. Claims have been filed by the Catholic Church in the Philippine Islands for damages done to church property and for use and occupancy by our military forces of the church property in the Philippine Islands during the insurrection. Colonel Hull, will you give your name in full?

Lieutenant-Colonel HULL. John A. Hull.

The CHAIRMAN. What is your rank?

Colonel HULL. Lieutenant-colonel, judge-advocate, United States Army.

The CHAIRMAN. Where are you now stationed?

Colonel HULL. At Governors Island, New York.

The CHAIRMAN. How long have you been stationed there?

Colonel HULL. I have been there since September 16, 1907.

The CHAIRMAN. How long have you been judge-advocate?

Colonel HULL. Since May 9, 1898.

The CHAIRMAN. Have you done service in the Philippine Islands?

Colonel HULL. I have served two terms in the Philippines.

The CHAIRMAN. When did you first go there?

Colonel HULL. I landed there on the 3d of March, 1899, and left there on September 23, 1900. On my second tour I landed January 27, 1905, and left there January 15, 1907.

The CHAIRMAN. You have traversed the archipelago thoroughly, have you?

Colonel HULL. To a considerable extent, for an officer whose duties have required him to be in Manila. I have traveled the islands in connection with the Catholic Church claims and in connection with the suits growing out of military reservations, both items of which were under my control.

The CHAIRMAN. Were you a member of a board of officers which convened at Manila under instructions of the War Department to consider the Catholic Church claims?

Colonel HULL. I was; I was president of that board.

The CHAIRMAN. Of whom did the board consist?

Colonel HULL. It first consisted of myself, Colonel Brodie, and Major Gibson. Afterwards Major Gibson was ordered to St. Petersburg as military attaché and Lieutenant Moore, of the Second Cavalry, was put in his place. In the additional proceedings, as Lieutenant Moore was then in United States, Major Gallagher was detailed to complete the board. I might state that before the receipt of the instructions of the War Department to convene a board the commanding general, General Corbin, had received instructions to receive these cases and had detailed me to meet a representative of the Papal delegate to settle them. After having worked under those instructions for about two weeks, instructions were received to convene a board with myself as president.

The CHAIRMAN. Those instructions were received when?

Colonel HULL. In 1905.

The CHAIRMAN. While you were still in Manila?

Colonel HULL. Yes, sir.

The CHAIRMAN. Where did the board convene?

Colonel HULL. At Manila, P. I.—Division of the Philippines.

The CHAIRMAN. You considered the claims, did you?

Colonel HULL. We did.

The CHAIRMAN. What are those documents that you have before you?

Colonel HULL. These are the various documents that were presented to the board on church claims by the Papal delegate, and also the documents referring to the cases which we took from the military records and archives, and also papers showing the result of our own investigation.

The CHAIRMAN. Your own independent investigation?

Colonel HULL. Yes, sir.

The CHAIRMAN. Those are the original documents, are they, filed in connection with the claims?

Colonel HULL. These are the original documents which were considered by the board.

The CHAIRMAN. They bear your own file numbers, do they?

Colonel HULL. I see my own mark is on the papers which are in front of me.

The CHAIRMAN. You considered those cases individually, did you?

Colonel HULL. Yes, sir.

The CHAIRMAN. You went over each one, did you?

Colonel HULL. Yes, sir; took them up one by one.

The CHAIRMAN. Now proceed in your own way and state the nature of those claims, the amount originally asked, what you think of the merits of the proposition, etc. Go into the matter as fully as you please.

Colonel HULL. Well, I desire to say, Mr. Chairman, in the first place, that if anyone will take up and study any individual case here—

The CHAIRMAN. By the way, before you proceed let me get one fact clearly before the committee. There are two sorts of claims here, are there not, those of the friars and those of the other claimants?

Colonel HULL. Yes, sir.

The CHAIRMAN. Please explain the difference between the two.

CLASSES OF CLAIMS.

Colonel HULL. One class of cases was presented by the Papal delegate, that consisted of the church proper and also the Jesuit claims. The Jesuits put their claims in through Rome, and the other religious organizations, the so-called friars as corporations, presented their claims through two firms of attorneys in the city of Manila. They were treated differently by the board for reasons which I can explain if the published reports are not full enough.

The CHAIRMAN. You have made that distinction clear. Proceed now with your statement in your own way.

PROCEDURE OF BOARD.

Colonel HULL. Anyone who will look at these documents can see that the board was confronted with a very serious problem. There is no one who can study these exhibits from a biased standpoint, either from a standpoint of an advocate of the church or as an anti-clerical, who can agree with the report of the board in a single case. I mean, if you take any individual case and look at it from the standpoint of a partisan of one side or the other the report of the board will not meet with your approval. We have given almost our entire time to this report, as you know, for a long period of time. We went into each question as thoroughly as the time and circumstances would permit, and we tried to arrive at what we considered was a fair compensation and award under all the attending circumstances. In all these cases I have no doubt but that the board might have done injustice to either the Government or to the church, but so far as I know—and I was there some time after the report was made and continued to get information—no specific case of injustice has come to the attention of the authorities. I desire to say that owing to the work it is very possible that such has been done, but it was purely unintentional and arose from the lack of information if such was done. The board used every possible source of information. We were personally acquainted with the towns and with their importance and with the nature of the church buildings, and with the general conditions existing in the individual towns, and treated each case as an individual case, not knowing what the sum total would run to until it was figured up after the entire report was made. The exact figures I do not now remember, not having seen these papers for some time, but they are given in one of the schedules attached to the report.

AGGREGATE OF CLAIMS.

The CHAIRMAN. The claims aggregate, approximately, \$2,000,000, do they not?

Colonel HULL. I think it was more than that. My recollection of the figures is that it was 4,885,000 pesos, which would be approximately two and a half million dollars.

The CHAIRMAN. A peso being equivalent to 50 cents of our money under the law passed by Congress.

Colonel HULL. Yes, sir.

The CHAIRMAN. What was the aggregate of your award approximately?

Colonel HULL. The award of the original board was \$363,030.19.

The CHAIRMAN. The claims were for \$2,400,000, approximately, and your award was about \$363,000?

Colonel HULL. Yes, sir.

The CHAIRMAN. Now, please explain anything you desire as to an individual claim, how you took it up, and what you did with it—just specify any particular claim.

CLAIM OF CATHEDRAL OF MANILA.

Colonel HULL. Well, I can take claim No. 1. That is the claim of the Cathedral of Manila. As to that claim—I am speaking from memory now—the papers consist of a claim, an affidavit filed by the church authorities by, I think, the canon of the cathedral and one of the priests in attendance at the cathedral, setting forth damages and rentals amounting to 17,818 pesos. On that we have a report of an officer, Major Fremont, who in 1902 was designated to investigate these cases. In addition to that I was in Manila at the time that this cathedral was occupied—my office then was in the old throne room at the palace, and as a consequence went past the cathedral most every day and had personal knowledge of the conditions that then existed, which Major Fremont did not have. In addition to that I took the sworn testimony of the canon of the cathedral, a gentleman of high attainments and character, and went over the ground with him personally, talking with him and refreshing my memory with him from talk and personal inspection. We then made the estimate which we reported as the finding on that one individual claim.

The CHAIRMAN. What was the nature of the claim, and what were the damages?

Colonel HULL. At the time the American troops entered Manila, on August 13, 1898, there were a number of Spanish troops and one or two regiments of native Spanish troops that were driven from the barracks that they were then occupying, by the American troops, who needed shelter. The arrangement by which the Spanish troops went into the churches and conventos situated in the city of Manila is in obscurity. It was, I think, done by the commanding-general of the Spanish forces, and the then archbishop of Manila, with the acquiescence of the commanding-general of the Philippines. There was a large number of troops there and they had to have shelter, and, as I say, the American troops took the barracks; this left the other men without shelter and they proceeded to take the churches and conventos. There was a large number of these so-called prisoners of war quartered in the cathedral. They abused it shamefully, damaging the woodwork, and the sanitary condition was such, after a few months' occupancy, that when the property was turned back to the church it was necessary to turn the hose on it and wash it out that way.

The CHAIRMAN. Describe the building. What was the character of the building?

Colonel HULL. The building is a very large, fine old stone structure, with very large dome and high walls, and it had some very fine woodwork—such a building as you would expect to find in a cathedral in the principal city of a Catholic country. A large number of the prisoners of war were held there and at the time of the outbreak, on the 4th of February, as there were a number of native troops there, and we were afraid they would join the insurrection and add to the trouble, they were kept under very close guard for some time, and in that way the damages were increased, because they were locked up in there, and in a spirit of wantonness they destroyed everything that was destructible.

Mr. OLMSTED. Is that the principal church there?

Colonel HULL. That is the principal church in the island, it is the cathedral of Manila. It is on the Plaza. Some of the members of this committee I know have seen it—it is on the Plaza and as you go into the governor-general's office, it is on the right-hand side of the Plaza. That claim which I was discussing—the 17,818 pesos—was scaled down to 11,000 pesos.

The CHAIRMAN. That is \$5,500.

Colonel HULL. Yes, sir; exactly \$5,825 was the allowance for that. It was occupied for seven months and there was an amount of damage done to the woodwork and the interior of the building. I am positive that with that allowance the church would not make money in renting its property.

Mr. CRUMPACKER. Do you think that is full compensation for the occupation of the building and all the damage to the property during the occupancy?

Colonel HULL. There was a certain amount of wanton damage that I think was scaled down; there was some wanton damage that was not considered. Is that an answer to your question?

Mr. CRUMPACKER. Yes.

Mr. JONES. Was any of that damage done by American troops?

Colonel HULL. In the occupancy itself?

Mr. JONES. Yes.

Colonel HULL. No, sir; that was done by the prisoners of war.

Mr. JONES. It was done by the Spanish troops who occupied the cathedral after the building had been occupied by the American troops?

Colonel HULL. They were under our control as prisoners of war. Our troops never occupied it.

Mr. JONES. Were they directed by American commanders to take possession of this cathedral and occupy it?

Colonel HULL. As I have said, there was no positive direction, but we acquiesced in it and afterwards held them in there by force. They were under American guard in that building for a time.

Mr. GARRETT. As I understand, you have allowed what you considered to be a reasonable rental, or reasonable payment for actual use, and have eliminated all wanton or tort damage?

Colonel HULL. Yes, sir; in this report we tried to allow for the compensation for the rental and for the damages incident to the wear and tear of such rental; while in this country rentals always include the ordinary wear and tear on the building, as these claims were presented otherwise we considered them otherwise.

RESPONSIBILITY OF GOVERNMENT.

MR. GARRETT. You have followed throughout the well-defined rules of war that a government will not pay for property wantonly destroyed.

Colonel HULL. That is correct.

MR. GARRETT. And have made the distinction between wanton destruction and use?

Colonel HULL. Yes.

MR. CRUMPACKER. Let me ask you a question right there. Suppose the United States Army used this cathedral for a military prison and held there in confinement a number of prisoners of war, and those prisoners of war while so confined in the cathedral perpetrated wanton acts of vandalism and destruction, those wanton acts would ordinarily be the incidents of our occupation, and we would be responsible for them, would we not?

Colonel HULL. I think you are correct as to prisoners of war especially.

MR. CRUMPACKER. Or if they were occupied as a barracks or occupied at all for use in our occupancy, but any damage beyond what might reasonably be called the ordinary wear and tear—because occupancy was wanton acts of destruction—still our Government would be responsible, would it not?

Colonel HULL. No, sir.

MR. CRUMPACKER. Well, I had difficulty in understanding the responsibility under the law.

Colonel HULL. You are asking me that question of course as a legal question. My impression is, of course, that the Government is not responsible for the torts of its agents.

MR. CRUMPACKER. Where the Government occupies the property of a noncombatant for its own use and puts its agents in charge and those agents commit damage while in charge under authority of the Government, it seems to me that under well-established principles of law the Government would be responsible for that damage. The Government, of course, is not liable for any injury that results to the property of noncombatants as an incident of war.

Colonel HULL. That was also rejected.

MR. CRUMPACKER. Those claims, from the standpoint of law, would probably be rejected, but when you come to the other question, I think where a landlord has a tenant, the tenant of a building is responsible for the ordinary wear and tear or acts of wantonness and destruction that he commits while he is occupying the building. I think the Government is responsible for that.

Colonel HULL. The question has been several times before the Government and so far as I know they have always followed the rule that is laid down in Story on the Constitution, that the Government is not responsible for the torts of its agents in all cases.

MR. CRUMPACKER. That rule of course is right as a general proposition, but the situation here is peculiar, where the Government puts its agents in custody of the property and the custodians, taking advantage of their possession or their custody, destroy property.

Colonel HULL. There is no question but that would raise an equitable claim, but as a legal claim I do not think it raises one.

Mr. CRUMPACKER. Of course, if the agent of the Government should go out and destroy the property of a noncombatant which the Government had no responsibility for, you are right, but when the Government takes possession of a church for its own uses then the Government is under obligation to take care of that property. In the meantime the owner has no control over it, and is naturally unable to protect it, because the Government having taken charge of it assumes the responsibility of protecting it against wanton destruction, particularly of its own agents.

INSTRUCTIONS TO BOARD.

Colonel HULL. The board acted upon that question under the instructions which were considered by the Secretary, and a copy of them is attached to the report, in which I find the following:

Third. Wanton damage by soldiers, theft of church property, etc.—

I read from a letter of the Secretary of War dated September 2, 1905—

It is said that a large number of cases with an immense aggregate have been filed which fall under this head; that so far as the board has been able to look into these cases, it will be impossible to ascertain any facts in relation to this class; that the witnesses presented by the church will seldom swear to more than the goods disappeared while the Americans were in possession; that such a long time has elapsed that the statements will be so vague as to be almost impossible to contradict; that it is a well-known fact that some damage was done by American troops, but every case that came to the attention of the authorities was promptly investigated and the guilty persons punished and reparation made whenever it was possible to do so; that no complaints were filed by the church authorities while the events were fresh and evidence obtainable, and it is believed that it is now impracticable to make any investigation; that the improbability of many of the claims is shown by the fact that items of silver, etc., are claimed as taken away by the Americans although the property had been abandoned by the church and was in the possession of the insurgents for a long time.

With respect to this class of claims, all I can say is that the board must use its sound discretion. Under the principles of law which are well understood, the wanton destruction of property by an enlisted man or a number of enlisted men, without the authority, either given in advance or conferred afterwards by ratification in pais, of the commanding officer, does not make the United States responsible; but there must be in such cases many instances of damage or destruction by enlisted men in the course of the occupation of the building that were either directly authorized by the commanding officer or were of such a character that the commanding officer must in the occupation of the building have anticipated that such damage would take place, and so in effect authorize it.

Now, there is a class of damages, usually incident to occupation by soldiers, with respect to which the Government might always be made liable. The seizure, however, of sacred vessels, of sacred vestments, presumed only by their absence at the end of the occupation by the soldiers, I should regard as of very doubtful validity—unless the evidence were direct tending to show that this course was taken by the soldiers and authorized by the officers; and, especially, are presumptions of this character not to be indulged in where there was previous occupation by the insurgents, and where the evidence is not distinct of what the condition of the buildings was when entered and the presence of particular property when the United States entered into occupation. I do not intend to advise the board to be technical or to be illiberal in estimating damage to property ordinarily incident to occupation by troops who are not particularly careful of the property in which they live; but I do wish to advise against the allowance of large damages for the disappearance of particularly valuable vessels or vestments which were probably stolen long before the troops entered into occupation, and with respect to which it is to

be supposed the church authorities would exercise the utmost care in their preservation before the occupation of the property by the troops. I can not give more direct instructions on this point and must trust to the careful examination of the board in not making unreasonable and excessive recommendations, but in allowing everything in the way of damages which might reasonably have been anticipated by those familiar with the methods pursued by soldiers in an enemy's country in the occupation of buildings with the relaxation of discipline that follows such unusual circumstances.

Mr. CRUMPACKER. Who issued that order?

Colonel HULL. Hon. William Taft, in reply to a letter drafted by me.

Mr. JONES. I want to ask you a little more definitely about the facts; I do not care so much about the law, but want to get at the facts. This cathedral was first occupied by the Spanish soldiery without any direction on the part of the American commander, was it not?

Colonel HULL. There was no direction on the part of the commanding general so far as I could find.

Mr. JONES. How long was the cathedral so occupied before it was turned into a prison, so to speak?

Colonel HULL. I should say not over a day or so.

Mr. JONES. Not over a day or so?

Colonel HULL. Yes, sir. This especially in view of the fact that the cathedral and the commanding general's office adjoin, and looking out of his windows he would have to see the condition that existed. They were prisoners of war. When I got there they were under guard.

Mr. MADISON. Then the principal amount of damages is attributable to the acts of the prisoners of war, who were in fact prisoners of war at the time the damage occurred?

Colonel HULL. I think so, and that was the reason that most of it was allowed.

Mr. MADISON. Now as I understand, Mr. Crumpacker, your position is that the relationship between the Government and the church was in fact the same as that of landlord and tenant?

Mr. CRUMPACKER. I think most certainly that the Government would be bound to see that its agents or officers did not perpetrate wanton acts of damage. It is like a man who has a big family in an apartment building and his children write on the decorations on the wall. I think he is responsible just the same. Now what I would like to know is this: It would be doubtless impossible for us to go through these several claims in detail—

Colonel HULL. It would take you about as long to do it now as it took us to do it, and that was at least six months.

Mr. CRUMPACKER. I want to know whether this investigation and your report were based upon principles of law and equity, and if your endeavor was to do justice to the claimants and to protect the Government at the same time?

Colonel HULL. I can assure you that that was our leading object.

WANTON ACTS OF INJURY.

Mr. CRUMPACKER. Now, in these several investigations where there was evidence satisfying your mind that our troops or prisoners of war committed wanton acts of injury to property, either to furniture or

decorations or anything else, while they were in custody, was it your policy to generally disallow those items?

Mr. MADISON. As I understand, Mr. Crumpacker asks you whether or not you followed the same rule in all cases as you did in the case of the cathedral at Manila?

Mr. CRUMPACKER. I ask it as a general proposition.

Colonel HULL. Please read the question.

(The reporter read the question.)

Colonel HULL. I had the question repeated in order to properly understand it. There was a distinction made by us between the prisoners of war and our occupancy. Where we were satisfied that actual, wanton damage had taken place the board as a rule rejected the claim in the latter class of cases, but were a little more liberal in their estimation of the rental.

AMOUNT OF DAMAGE BY WANTON ACTS.

Mr. CRUMPACKER. Colonel Hull, have you any idea of the amount of damages that were committed by our troops, or prisoners held by us, wantonly and that were disallowed—have you any idea of about the amount of damages of that character that were proven?

Colonel HULL. No, sir; I could, by going over the papers, give you approximately the amount of damages claimed which would come under the head of wanton, but the number that were clearly substantiated is small. That is covered I think in one of the supplemental reports. There are two reports, as you know, and the amount of damages was estimated. The report, however, was as to the amount of such damages claimed by the church, as it was almost impossible to arrive at a definite conclusion in each case where it was presented. In a few cases the evidence was concluded, but in most of the cases the evidence was highly inconclusive and we did not pursue the investigation because we would never have completed the work if we had gone into each case of wanton damage. Does that answer your question?

EXAMINATION OF WITNESSES.

Mr. CRUMPACKER. Yes. You I assume examined all of the available witnesses and secured all the information that was possible in your investigation as to each of these several claims?

Colonel HULL. We did; yes, sir.

Mr. CRUMPACKER. The witnesses testified under oath, I suppose?

Colonel HULL. Yes, sir; they did.

Mr. CRUMPACKER. And you examined people who lived in the vicinity and knew personally about the matter and officers who occupied the premises and knew something of the character and extent of the occupancy?

Colonel HULL. We did, wherever we could. We searched the records of the Adjutant-General's office constantly to learn the names of the officers who had been in that vicinity, and had talks with them and took their testimony and got their statements.

Mr. CRUMPACKER. Then I presume you acquainted yourselves with the condition of the property before its occupancy by the United States?

Colonel HULL. We did as far as possible, but in very many cases that was very hard to determine.

Mr. CRUMPACKER. I assume that it was. Now, in all cases, I understand, where there was destruction of property—not on account of Federal occupation, but as an incident of war, damages by besieging communities, cities, or something like that—no allowance was made.

Colonel HULL. No allowance was made in such cases; that was rejected as an incident of war. The amount of those claims is quite large. A number of church properties were burned and destroyed by fire.

Mr. CRUMPACKER. A good deal of that was done by the insurgents, was it not?

DESTRUCTION BY FIRE.

Colonel HULL. A great deal of that was done by the insurgents. Several of the insurgent generals made it a practice to burn those buildings because they thought we would have no place to shelter our troops.

The CHAIRMAN. Right there, I remember your itemized report in which you set forth each claim by number and somewhat in detail. Toward the conclusion of that report you go on to say that where there was a destruction by fire it must have been as an act of war by the insurgents or by our troops, or else a wanton destruction by somebody, or an accident.

Colonel HULL. Yes, sir.

The CHAIRMAN. And in none of those cases did you award any damages?

DESTRUCTION BY GENERAL LUNA.

Colonel HULL. That is correct.

The CHAIRMAN. Now, then, it is a matter of history that Luna, when he tried to escape from Lawton, blew up a lot of conventos, did he not, and destroyed a great deal of other property?

Colonel HULL. Yes, sir.

The CHAIRMAN. And you allowed nothing for that?

Colonel HULL. We allowed nothing for that. As you go up the railroad, for instance, north of Manila you will find that every church up there has been destroyed. General Edwards can probably remember of going into town after town at the time the conventos were being burned when our troops entered. The church at Malolos was destroyed by that means just before our troops entered; the church was set on fire.

DESTRUCTION OF GUÁDALUPE CHURCH.

The CHAIRMAN. Do you know of any case of the destruction of church property in the Philippine Islands by fire where such destruction was commanded by our officers?

Colonel HULL. There were several. To take one specific case, the evidence would tend to show that the Guadalupe church, a very fine structure about 5 miles from the city of Manila, was destroyed by a company of the First California Volunteers acting under the instruction of Brig. Gen. Charles King. That was destroyed apparently

because he was drawing our lines back and that would have left an opening just in advance of his line that could be made use of as a military base.

The CHAIRMAN. Was compensation claimed for that?

Colonel HULL. Yes, sir.

The CHAIRMAN. What was done with that claim?

Colonel HULL. It is covered in a full report. All the evidence is set forth in the claim of the friars of the Augustine Order.

The CHAIRMAN. It was not allowed, was it?

Colonel HULL. It was not allowed, but we made a finding of fact as far as we could.

The CHAIRMAN. It is not included in this—

Colonel HULL. It is not included in this \$363,000; no, sir.

Mr. GARRETT. Does it fall under the head of that Catholic Church claim?

Colonel HULL. No, sir.

Mr. CRUMPACKER. Do you know the finding with relation to the value of that property?

Colonel HULL. It is claim No. 3 of the friar claims, on page 5 of the report of the board—

Destruction of church and convento at Guadalupe, amounting to \$238,000. The Augustine fathers had as a rest house on the banks of the Pasig River, a short distance from Manila, a large magnificent convent of solid masonry construction. This building was started in the early part of the seventeenth century—

I think it was in 1607 that that building was started—

and was joined by a medium-sized modern church. The convent was also in possession of a fine library. The log book of the *Laguna de Bay* under date of Friday, February 17, 1899, 8.20 p. m., states—

We looked up the old log book of that gunboat—

“It was ordered by General King (Brig. Gen. Charles King, U. S. Volunteers, brigade commander at San Pedro Macati), in case the force investing Gaudalupe was strongly attacked to fall back to San Pedro and blow up the building.”

These orders were issued shortly after the insurrection had broken out, and at a time that preparations were being made to resist the burning of Manila, which attempt was made February 22. The log book further shows that under date of February 19, 1899, “It was deemed best to withdraw our troops from Guadalupe, although no strong force of insurgents had advanced, and the troops abandoned and fired the convent 5.30 a. m. A continual fire from insurgent sharpshooters, their fire was returned by occasional fire from the rifles, gatlings, and 3-inch guns. Shells were thrown into the convent to explode the nitroglycerin unsuccessfully.” These orders were doubtless issued by General King and were carried out by a company of California volunteers. They were evidently issued as a military necessity, and there is no evidence of bad faith on the part of the military commander. It is impracticable for this or any other board, at this late date, in such a proceeding as this, to go into the question as to whether the action of the officer was proper or not. We do not know on what information he acted, nor what trouble he was anticipating. In the light of subsequent events, it is easy to say that the destruction of the buildings and contents was a thing to be regretted, but even this does not create a liability on the part of the United States.

If anything should be paid for this destruction, we would recommend that the sum of \$220,000 be appropriated, but as the damage was caused as an incident of warfare, we recommend that the same precedents and reasons that heretofore have caused the denial of such claims be followed.

The CHAIRMAN. How many prisoners at a time were confined in that cathedral at Manila?

Colonel HULL. The exact figures are in the papers. At one time I should say there were over 3,000.

The CHAIRMAN. You say in this report almost 4,000?

Colonel HULL. Of course, I am speaking from memory.

The CHAIRMAN. At one time almost 4,000 men?

Colonel HULL. Yes, sir.

Mr. GARRETT. That is the cathedral at Manila?

PROPERTY DESTROYED BY ORDER OF UNITED STATES ARMY OFFICERS.

Mr. CRUMPACKER. Before we leave that matter, other church property was destroyed by order of the American military officers, was it not?

Colonel HULL. Oh, yes, sir; there are a few around over the island that were destroyed on the abandonment of the place, or something of that nature.

Mr. CRUMPACKER. And you have those segregated or separated. Are they mentioned in your report in the valuation of that property—is that determined?

Colonel HULL. Yes, sir.

Mr. CRUMPACKER. So that we can find those occasions and those incidents in your reports?

Colonel HULL. My impression is that you can in the supplemental report.

Mr. CRUMPACKER. What you regarded as the fair value of the property?

Colonel HULL. Yes, sir—Excuse me; I am wrong. Those items were not segregated in our supplemental report; only the total value is there set forth and the individual towns were not set forth. I do not remember whether I have my old notes on which those figures are based or not.

HOSTILITY OF INSURGENTS TO PRIESTHOOD.

Mr. CRUMPACKER. There is another matter. I understand that the insurgents in the islands of the archipelago were hostile to the priesthood largely; they blamed the priesthood largely for the civil and political oppression that they conceived they were laboring under. Did that result in the malicious destruction of any church property?

Colonel HULL. It resulted in the malicious destruction of church property in the years 1896 and 1897, during the time of the insurrection against Spain. It also doubtless resulted in some destruction of church property during the insurrection against our authority, but I should say that it was not universal—you would find a case of it here and there. There was no general policy, although there was the general policy of seizing church property for insurgent funds, wherever they could get any property of the church that they could turn into the insurgent treasury.

Mr. CRUMPACKER. In many cases it was property seized by the community in some way, was it not?

Colonel HULL. They afterwards did that; yes, sir.

MANNER OF PAYMENT OF CLAIMS, IF ALLOWED.

Mr. GARRETT. As I remember, in the incidental discussion of this matter in the last Congress, the question was submitted to Secretary Taft about the payment of these claims—in the event they were paid—as to whether they were to be paid to the church in a lump sum or whether the individual cases ought to be picked out and cases made. Is that a matter that you would like to discuss now?

Colonel HULL. I am perfectly willing to answer you. I should say emphatically as the cases were presented and gone over by the representative authority of the Catholic Church, that we should make payment to him of a lump sum and let them have the trouble of making the necessary divisions.

Mr. MCKINLAY. Where cases were presented by attorneys you would pay the attorneys representing the clients, would you not?

Colonel HULL. We would pay to the attorneys. I have not discussed that except that a question led me into it.

Mr. GARRETT. No attorney is interested in the Catholic Church claims, strictly speaking, is there?

Colonel HULL. No, sir; no attorney is represented in this \$363,000 claim.

Mr. GARRETT. Was your board convened under a special act or under the general laws?

Colonel HULL. Just under the general authority of the War Department to convene boards for any purpose to investigate any question, and under an act of Congress, as it was a claim against the United States, the president of the board has authority to administer an oath which is binding on the witness.

Mr. GARRETT. Are the reports unanimous throughout on these matters or is there a minority report?

Colonel HULL. There is no minority report. There are differences of individual opinions among the members of the board, but the report is as nearly unanimous as you could possibly get three men to be.

The CHAIRMAN. Your differences of opinion as to claims that you have allowed were principally concerning the amount you should allow, were they not?

Colonel HULL. Yes, sir; almost invariably after we got through with the evidence the three men would have divergent opinions. We would discuss it and adopt a sum in which all would acquiesce.

Mr. JONES. What is the aggregate of the findings in the friars claims?

Colonel HULL. I will have to refer to this report.

Mr. JONES. If you intend to take that matter up presently, we will let the question rest for the present.

The CHAIRMAN. Now take up the matter of the friars claims.

Mr. JONES. Mr. Chairman; is it the purpose of this committee to just inquire as to this one particular claim and not go through all of the claims?

The CHAIRMAN. Oh, no.

Mr. JONES. What will be the course of the committee?

The CHAIRMAN. I should say that it would take too long to go through the individual claims. Some of them are only for \$60 or \$80, or some other very small amount.

Colonel HULL. I will state to the committee that after the formal hearing I will be perfectly willing to stay here as long as any member of the committee desires to investigate any individual claim and go over it with him, and to show how we worked. There are a good many of the documents in Spanish which I can translate.

Mr. GARRETT. I want to ask this question: Is there any demand on the part of the individual churches or cathedrals for specific payments to be made to them?

Colonel HULL. No, sir; there is a specific demand from each church, but it is made by their representative head, the bishop of the church, and he has turned the papers over to the Papal delegate.

Mr. GARRETT. But there is really no difference of opinion as to how the payment of the Catholic claims shall be made—if they are made at all that they ought to be made direct to the head.

Colonel HULL. Yes, sir.

General EDWARDS. I think I can answer your question.

The CHAIRMAN. The committee would like to hear from you, General Edwards.

General EDWARDS. When I was in the Philippines the last time with the Secretary I found that the archbishop was not any too anxious to assume this responsibility, but it should be borne in mind that there is an American archbishop with four bishoprics under him. They are harmonious in any decision they might make, or if the money be turned over to the archbishop, and he is not at all keen to have this done; in other words, just as Colonel Hull has said, he does not care about adjudicating these matters with the different churches, although it strikes me that that is the most practicable way. Any lump award would be made to the archbishop and he would reconcile the various amounts according to the dioceses under him, the four dioceses presided over by the bishops, and therefore if they are willing to turn over the lump sum they will have to be willing to adjudicate those various claims. So there is no contention among the various churches; they are perfectly harmonious, under the church control over them, as to the acceptance of this money.

Colonel HULL. To make it a little clearer, so that there will be no question about it, it is not the archbishop of Manila that has jurisdiction of the financial affairs of the other dioceses. He is responsible only for the diocese of Manila, but the Papal delegate has charge of all of them. It is a question of canonical law.

Mr. JONES. That means, does it not, that it does not follow that this money will be used in the various parts of the island at all, but that it will be under the control of Rome?

Colonel HULL. I can answer that question, I think, very fully. I have talked with, I think, almost every priest in the island and with every bishop and I know the purpose and intention of the Papal delegate in case of payment. Any amount of money that is paid there will be spent in the individual localities in the reconstruction of church property.

General EDWARDS. There is no doubt about that.

Mr. MCKINLAY. Of course the main thing is that if this money is paid in a lump sum to the Papal delegate there will be no liability on the part of the United States.

Colonel HULL. None whatever.

Mr. JONES. I do not know what the intention of the archbishop may be, but I do know that when this matter was discussed before there was a question as to whether it would be expended there or expended anywhere that the Church of Rome desired to expend it.

Colonel HULL. I have no hesitancy in answering that question emphatically. I have no doubt but that any amount of money that may be received will be spent in the reconstruction of church property in the individual towns. For instance, in the town of Lobo, where if \$10,000 worth of damage was done, they may not spend \$10,000 there; they may spend \$5,000 there and \$5,000 in an adjoining town, but the funds will be devoted to rebuilding.

Mr. DAVIS. As I understand it, the lump sum that may be paid will be paid to the Catholic Church and the friars separately, and would not in any manner indicate how much was awarded by the General Government for any individual claim.

Colonel HULL. I do not think so.

Mr. DAVIS. It would perhaps help out the archbishop there if he knew what the committee of Congress had done with regard to segregating any of these claims.

Colonel HULL. That question was gone into thoroughly between the Papal delegate and the bishops and the board, and our report is in the nature of a lump sum.

Mr. DAVIS. It would be immaterial to them then how we arrived at this total?

Colonel HULL. To a certain extent. I desire to volunteer one piece of information which I think is no more than fair to the church, and that is this: That in case any payment is to be made for these claims by all means do it at the earliest practicable date. They have already suffered a great deal of damage in almost all these cases, since this report was made over a year ago, and that is continuing and growing from day to day. Prompt payment now is worth more than increased payment at a later date.

Mr. CRUMPACKER. In relation to the payee, I have the impression that the diocese was the ecclesiastical entity and that the bishop of the diocese was the business as well as the religious head of the property, and all the property.

Colonel HULL. You are right. It is in the bishop.

Mr. CRUMPACKER. And all suits brought concerning that property should be brought in the name of the bishop?

Colonel HULL. Yes, sir.

THE FOUR DIOCESES.

Mr. CRUMPACKER. There are four dioceses, as I understand, in the archipelago.

Colonel HULL. Five, sir; Vigan, Manila, Iloilo, Cebu, and Nueva Caceres.

Mr. CRUMPACKER. I suppose we would get acquittance likewise from each bishop?

Colonel HULL. That would be very easy, but in these damages each bishop has separately appointed the Papal delegate as his representative; he is their common head.

OWNERSHIP AND TITLE OF CHURCHES.

Mr. JONES. Now when this investigation was carried—or when it was begun, I will say—in whose possession were these various churches?

Colonel HULL. Do you mean the actual manual possession?

Mr. JONES. Yes; in the Roman Catholic Church or in the independent Catholic churches?

Colonel HULL. In most cases it was in the Roman Catholic Church. In some cases it was in the hands of communities, and in some cases in the hands of the independent churches.

Mr. JONES. At that time the litigation that had been instituted had not been decided?

Colonel HULL. No, sir.

Mr. JONES. I mean the case had not been decided?

Colonel HULL. No, sir; the board did not go into the details of the property as we anticipated the result which has taken place. All these properties have been taken into the custody of the church.

Mr. JONES. You say the board did anticipate it?

Colonel HULL. Yes, sir.

Mr. JONES. Why, because of the religious complexion of the court that was to pass upon the case?

Colonel HULL. The religious complexion of the board—

Mr. JONES. No; of the court, I say.

Colonel HULL. No, sir; but as a lawyer it was my judgment that the ultimate outcome of the case would be that way; it seemed to me that the title was in the church.

Mr. JONES. It is a matter of fact that many of those churches had been built by the labor and the contribution of the individual members of the church entirely, and that the Catholic Church as a whole did not contribute a dollar toward the construction of those churches, is it not?

Colonel HULL. Yes, sir; the same as the construction of church properties in this country.

Mr. JONES. And it is a fact that in many cases every single member of the church was present who had been in any way instrumental in building the church there.

Colonel HULL. I think so.

Mr. McKINLEY. Has that not already been passed upon by the supreme court of the islands?

Colonel HULL. I think so.

Mr. JONES. And yet you say the board anticipated that even in this case it would be held that the Roman Catholic Church owned the property, when these people had built it by their own contributions?

Colonel HULL. Yes, sir.

The CHAIRMAN. It has been so held. The supreme court of the islands in a case that was brought before it rendered an opinion that it was owned by the Catholic Church.

PERSONNEL AND OPINION OF PHILIPPINE SUPREME COURT.

The CHAIRMAN. Of how many judges does that court consist, seven?

Colonel HULL. Yes, sir; seven.

The CHAIRMAN. Three of whom, including the chief justice, are Filipinos?

Colonel HULL. Four of whom now—three at that time—including the chief justice, are Filipinos.

General EDWARDS. No; the nomination of Mr. Araneta went over. Judge Tracy declined appointment to the Philippine Commission, so both appointments failed.

Mr. GARRETT. At the time of this opinion there were three?

Colonel HULL. Yes, sir; four Americans.

Mr. JONES. And the majority of the court were Roman Catholics, were they?

Colonel HULL. I think there is only one American judge who is a Catholic, but I am not sure.

Mr. MADISON. Was the opinion of the court unanimous?

Colonel HULL. I do not recall; I think there was one dissenting opinion.

The CHAIRMAN. We have the opinion. As I understand it there was one who did not agree in the reasoning of the majority opinion although he did in the conclusion. It is my understanding that the court was unanimous as to the title being in the Catholic Church.

Colonel HULL. Owing to my traveling so much on military business I have not been able to keep up with the decisions of the supreme court of the Philippine Islands.

Mr. CRUMPACKER. We ought to have that opinion printed in the record.

Mr. GARRETT. Mr. Secretary Taft referred to that opinion.

The CHAIRMAN. I desire to say for the benefit of the gentlemen who were not members of this committee during the last Congress that we had this subject before us at the short session ending last March. The documents which are now before Colonel Hull had inadvertently been returned to the Philippine Islands, and we could not get them here before the session ended. We also wanted to get the opinions of the supreme court of the islands, which have just been mentioned. They did not arrive, my recollection is, until a week or two before adjournment, so that there was no opportunity for the committee really to consider this subject. As I have said, it is my understanding that while one of the justices does not agree with the reasoning of the majority opinion, he does nevertheless concur in the conclusion.

CLAIM OF CIVIL AUTHORITIES.

Colonel HULL. Mr. Jones, I think you will find that in the claim of Nueva Caceres, the original papers submitted to the board show how the civil authorities, the church authorities, and the military authorities regarded the church properties which had partly been built out of Government funds. That question arose in case No. 1, and also in the case of Iloilo, Vigan, and Neuva Caceres.

Mr. CRUMPACKER. Did the civil authorities put in a claim?

Colonel HULL. The local authorities put in a claim that when the military authorities should leave the archbishop's palace it should be turned over to the local government instead of the church author-

ities. The question was very carefully considered by Governor Taft and the full papers are before you.

Mr. CRUMPACKER. Is that the only case in which the civil authorities made claim?

Colonel HULL. It is the only one that I have knowledge where the local or provincial authorities made claim. This is slightly different, too, from the other church properties. This building was built by contributions of one-third from the contribution of the faithful, one-third from the "fondos locales," and one-third from the general treasury.

Mr. GARRETT. What is fondos locales?

Colonel HULL. Under the Spanish régime it was the local funds kept in the central treasury.

DATE OF CONSTRUCTION OF BUILDINGS.

Mr. MCKINLAY. Is it not a fact that some of those buildings were constructed a couple of hundred years ago?

Colonel HULL. Yes, sir; the Augustine convent in Manila was constructed in 1607.

Mr. MCKINLAY. So that the present population had nothing to do with it and contributed nothing to it?

Colonel HULL. Certainly not. Most of the churches are quite old.

Mr. GARRETT. Those churches are constructed mostly of stone, are they not?

Colonel HULL. Yes, sir; one of the peculiar features of the situation is that some of the largest churches are in the smallest towns. Take the town of Oton, it is a town of no importance and the church there is large enough for a city of 200,000 inhabitants.

CHURCHES CONSTRUCTED BY WHOM?

Mr. MCKINLAY. So that none of the present population could claim that his personal contribution had helped to construct the building.

Colonel HULL. In some cases there is some shifting and changing of conditions.

Mr. MCKINLAY. That would be very rare would it not?

Colonel HULL. I would not like to speak offhand as to that, but I should say it would be the exception and not the rule.

The CHAIRMAN. You have just said that in some cases conditions were changing and shifting, etc. Would not this fact afford an argument for the turning of this money over in a lump sum to be disposed of by the church according to present conditions and needs.

Colonel HULL. I think it would be more beneficial to the Government if the money was put into the places where it would do the most good rather than in a place where the case arose.

Mr. MADISON. These people are all members of the Roman Catholic Church and obey its ecclesiastical law and in no case would rebel against it, and as far as ecclesiastical matters are concerned it is in all respects under the government of the church and the recognized ecclesiastical authority of the bishops and archbishops.

Colonel HULL. You mean the ones we are dealing with here?

INDEPENDENT PHILIPPINE CATHOLIC CHURCH.

Mr. MADISON. Yes, sir; all these. Is there an independent church there?

Mr. JONES. Yes, there is an independent church.

Mr. MADISON. I just asked for information. I am a new man here.

Colonel HULL. I think I know what you want to ascertain. There are no claims presented here by the independent clergy or church. All of these claims are presented by the Catholic Church proper and a payment to the head would bind all their subordinates, because they are all acting in harmony. Is that the information you desired?

Mr. MADISON. Yes, sir.

Mr. JONES. That is an independent church in the Philippine Islands, an independent Catholic church, and there has been a controversy between the independent church headed by Archbishop Aglipay and the Roman Catholic Church as to the ownership of all this property.

Colonel HULL. Not all of it, just part of it.

Mr. JONES. Part of this property, most of it?

Colonel HULL. No; I should say the minority portion of the churches.

Mr. JONES. I suppose it was a larger part than that. What you mean to say in reply to this question is that the independent church has not put in any claim for damages; that it is the Church of Rome that has put in a claim for damages to this property, but there has been a question between the two wings of the church as to the ownership of the property.

Mr. MADISON. But that has been concluded now, as I understand it, by the civil court, and the question of the title to that property has been decided in favor of that organization to which you have made these awards?

Colonel HULL. Yes, sir.

Mr. HELM. Maybe you have stated it, but I did not catch it, and I would like to ask now in whom is the title to the property vested?

TITLE TO CHURCH PROPERTY.

Colonel HULL. In the bishop of the dioceses.

Mr. HELM. He is the title holder of all the property, is he?

Colonel HULL. Yes, sir.

Mr. HULL. All the church property

Mr. DAVIS. The independent churches and others. Is it now so decided?

Colonel HULL. There are some shacks of independent churches that he does not claim title to.

Mr. DAVIS. Well, all that was contained in this award included those independent churches as well as the regular Roman Catholic Church, but it is now decided by the supreme court that all of it belongs to the Roman Catholic Church proper.

Mr. CRUMPACKER. All the property that was formerly vested in the bishop in trust for the Roman Catholic Church, I understand, was; subsequently the independent church claimed that it should have a portion of that property.

Colonel HULL. Yes, sir.

Mr. CRUMPACKER. And the court held that that property, having been originally in the archbishop in trust for the church, that the scism in the church did not transfer the title, but that it remained where it was originally, and the independents had no part of it. Of course any church property that they might acquire and construct on their own account belongs to them. They are Catholics likewise, are they not?

ATTITUDE OF INDEPENDENT CHURCH.

Mr. DAVIS. Have you any opinion tending to show whether or not the independents are satisfied with the decision?

Colonel HULL. We paid absolutely no attention to the independent class of churches at all.

Mr. DAVIS. I thought it might involve the Government of the United States.

Colonel HULL. No, sir.

Mr. GARRETT. As to this division, did that occur before the insurrection—before we had any interest—or has it occurred since?

Colonel HULL. It has all occurred since the origin of these claims.

Mr. GARRETT. You say it has occurred since the origin of these claims?

Colonel HULL. Yes, sir.

Mr. GARRETT. Let me ask you this, if you do not mind stating, is there any idea, and if so, have you anything to base it on, that these claims constitute any part for the motive for that?

Colonel HULL. I should say none whatsoever. Of course that is a personal opinion. The scism started after Aglipay surrendered after the breakdown of the insurrection. These claims arose during the insurrection; the scism was started after the insurrection had been quelled.

Mr. GARRETT. After the breaking out?

Colonel HULL. After the insurrection. I will state for the information of the committee that Aglipay was at one time administrator of the church property at Vigan. He had trouble with the church authorities, was unfrocked, and became an insurgent leader in the northern province. He committed a number of atrocities and was one of the last men to surrender.

The CHAIRMAN. When did he first claim to be an archbishop?

Colonel HULL. Some little time after he came back, after he had surrendered, and after the breaking down of the insurrection; the actual time I do not now recall.

Mr. CRUMPACKER. Long after the claim now pending originated.

Colonel HULL. Yes, sir—not long after, but afterwards.

NUMBER OF INDIVIDUAL CLAIMS.

Mr. JONES. I do not understand that that question is involved at all in this inquiry. I would like to know, Mr. Chairman, whether this is to conclude the hearing on these claims. I realize that it would take a great deal of time to go through all of them and I do not suppose the committee is going to undertake that, but for one I would like to have some information as to the larger claims and my reason for that is, I will state very frankly to the chairman and to the committee, that we were engaged some years ago, as you know,

in investigating the friar lands, and Congress appropriated—or, rather, Congress provided for the payment of those lands. For one, I am absolutely convinced that we paid two or three times as much for them as they were worth, and I do not want to be a party myself to paying—if we are going to pay at all for these claims—more than the committee thinks after thorough investigation is due the church. Much of this land that we bought from the friars—probably something like \$25 an acre—it turns out now that at least half of it is not as valuable as the public land out there, and we have not been able to dispose of them at all at anything like what the government paid for them—I mean what the Philippine government paid for them—and I do not care to see that repeated.

MR. GARRETT. Have you a statement as to how many of the individual claims there are?

Colonel HULL. There are 466 individual claims.

The CHAIRMAN. I desire to inform the committee that at the last session of Congress there was printed another pamphlet, copies of which ought to be before them this morning. I am surprised that they are not. It is called the "Proceedings of the Board on Church Claims," the board of which Colonel Hull was president.

MR. WASHBURN. We have all got it.

The CHAIRMAN. That is not the one to which I refer. On the second page there begins an itemized statement showing each claim by number, the amount originally asked for, the character of the claim, and the amount of the award. For instance here is one that cuts a claim down from three thousand two hundred and odd dollars to \$900.

Colonel HULL. I can take the exhibits and show as a rule the size of the building and the character of its construction.

The CHAIRMAN. I think that it would be well for each member of the committee to have a copy of this document. It was printed during the last session. I will order a reprint. It contains the itemized report of the board, and if the members of the committee will study it they will see that some of the claims are comparatively small and the awards insignificant in amount. There is one award for \$12.50. We do not want to go through all of them, but the important claims can be taken up.

MR. JONES. I think that is a good suggestion. I think each member should be furnished with a copy of that report and have Colonel Hull, if he will be kind enough, to come before us at another date when we could ask him some questions with regard to the larger claims.

The CHAIRMAN. I had the report printed at the last session for that purpose, but we were never able to consider it because of the absence of the original testimony and documents now before us.

MR. DAVIS. The report gives the items.

CATHEDRAL OF MANILA.

The CHAIRMAN. Yes. Gentlemen, let me read to you one of the items. Here is one on page 2, concerning the cathedral of Manila, the damages done and the character of the claim, and the award:

No. 1, cathedral of Manila. Amount claimed, ₱17,818.42.

The present cathedral was built between the years 1870 and 1879, upon plans approved by the minister of colonies at Madrid, and from funds contributed

one-third by the faithful, one-third by the general island treasury, and one-third from the local funds.

The board is informed by the church authorities that the title to the land on which this building is located is in the church. The bureau of archives reports that the antiquity of the archbishopric of Manila, which was founded in 1580, makes it impossible to determine the actual ownership of this land. This is one of the numerous buildings in the islands, known as buildings of the state.

The question as to the title has never been decided, although it was considered by Governor Taft, in 1903, in relation to the archbishop's palace at Nueva Caceres, in which case he held that it would not be advisable to come to a definite conclusion administratively, but would refer the question to the courts. As the only possible claimants can be the United States and the Catholic Church, no suit has been instituted, and the clergy is now in peaceful possession of the property.

The cathedral was occupied immediately after the capitulation of the city of Manila as barracks for prisoners of war, both Spanish and native, Spanish and native troops being placed therein. It is impossible to learn whether this was done by an agreement between the Spanish general and the archbishop, but there can be no question that it was sanctioned by the United States military authorities, as after the outbreak of hostilities, on the 4th of February, guards were placed over the native prisoners of war so that they could not escape and join the insurgents.

The building received the hardest possible kind of treatment, due probably to the large number of prisoners using it, sometimes aggregating almost 4,000 men.

In view of the fact that the question has been considered by Colonel Crowder, General Otis, General Davis, and the present Secretary of War, we expressed no opinion as to the title, but recommend that rental at the rate of ₱1,500 per month for seven months, amounting to ₱10,500, and damages to woodwork, etc., ₱1,150, total ₱11,650, be paid.

(Exhibits 1-8.)

No. 2, Ateneo of Manila, belonging to the Society of Jesus. Claim for rental and damages, ₱7,500.

This building was occupied by a large number of officers and enlisted men of the Spanish prisoners of war for a period of seven months. We recommend payment of rental at ₱900 per month for seven months, ₱6,300. No damages. (Exhibits 9-12.)

No. 3, Order of Mission of the Jesuits of Santa Ana, Rizal. Claim for rental and damages, ₱500.

This building was occupied by the Washington Volunteers for a short time, and it is recommended that payment of rental amounting to ₱400 be made. No damages.

(Exhibit 13.)

Mr. DAVIS. I would like to ask Colonel Hull if he can give the committee any further information in detail as to either one of these cases.

Colonel HULL. I can give you the full details.

Mr. DAVIS. You have the documents before you, have you?

Colonel HULL. Yes, sir; and I have personal mental pictures of the buildings and the condition that existed there.

ATENE0 OF MANILA.

The CHAIRMAN. Take No. 2 and give the facts as to it.

Colonel HULL. That is a very large boys' school; it is right north of the archbishop's house and virtually adjoining it. They have a large basement and the upstairs they use for schoolrooms, and part of it is a museum of the city of Manila. It is a large, handsome, well-constructed building. The main portion used there downstairs, the basement, where they had cots underneath the wings, covers an immense territory, virtually a block. The upstairs portion was used for officers, for the noncommissioned officers. The woodwork was changed

and the school desks were piled up and thrown in a heap so they could get the people into the building.

The CHAIRMAN. Get the soldiers in, you mean?

Colonel HULL. Yes, sir; the Spanish prisoners of war. That school had to be discontinued, or mainly discontinued, and the Jesuits asked General Hughes, the provost-marshal, to remove the prisoners so they could start to school again, and he turned it over as soon as possible, so that the cause of education could go on. I have been in the building repeatedly, and I know I have examined almost every room.

The CHAIRMAN. Have you any doubt now that the award "No damages; for rental, 6,300 pesos," is a fair one?

Colonel HULL. I have no doubt that the Jesuits, if you would offer that rent to them for seven months or seven years to-day would not accept it at that rate.

The CHAIRMAN. In other words, you think that the Government is not doing any more than justice in making that award?

Colonel HULL. Yes, sir. What are the exhibit numbers on that case No. 2?

The CHAIRMAN. Exhibits 9 to 12.

CHURCH AND CONVENT AT PASAY.

The CHAIRMAN. Let me read another item to show the character of work done by the board of which Colonel Hull was president:

No. 5, church and convent at Pasay (Pineba), Rizal. Claim for rent and damages, ₱26,426.50.

This property has been personally examined, and payment of rental for the church, amounting to ₱850; rental for the convent, amounting to ₱2,700, and damages to both, amounting to ₱1,000, is recommended; total of ₱4,550.

We have disregarded the claim for rent for occupation during the last eight months, as it was occupied by Company H, native police.

(Exhibits 18-20.)

In other words, the cut is from \$13,213.25 to \$2,275. You are familiar with the facts of that case, are you?

Colonel HULL. Yes, sir.

The CHAIRMAN. You made a personal inspection, did you?

Colonel HULL. Yes, sir.

The CHAIRMAN. And the board also?

Colonel HULL. In the company of Father Carnana, the Papal delegate's private secretary, who went with me that day and made the inspection.

Mr. GARRETT. Why did they put those claims up so; what elements did they include? Did they include any elements which you excluded?

CLAIMS FOR SACRED ORNAMENTS.

Colonel HULL. Yes, sir; in this case they claimed a great deal. My recollection is that there they claimed quite a number of sacred ornaments which I thought was more than any church in a town of that character would have in its possession, especially after the insurgents had been in occupation of the premises for a long time before we came and used that place. That was on one part of the line. It was used for some time as a hospital for our troops, and the damages

I thought were slightly excessive and that the priest there had made rather an enlarged claim, especially in view of the nature of the ornaments. What exhibits are those, Mr. Chairman?

The CHAIRMAN. They are exhibits from 18 to 20.

Colonel HULL. There is also an old convento there which he claimed had been entirely destroyed. The back part of the house was rotten; the walls were poor, as well as the woodwork. We went around and looked at it, and he claimed that that had all been destroyed by the troops, but it bore the evidence of destruction by age to a great degree.

Mr. HELM. How old a building is this?

Colonel HULL. In this case of Pasay it is probably an old, old church, 150 or 200 years old. The convento is probably fifty years old.

Mr. HELM. What would be the reasonable value of a piece of property of that kind—the market value?

Colonel HULL. That is a very difficult question to answer. We discuss the question as to values of the property in the end portion of this report, and it was almost impossible to judge of the individual value of the buildings because they were erected so long ago.

Mr. JONES. For special uses, I suppose?

Colonel HULL. For special uses; they have no mercantile value and the only possible value that could be put upon it would be how much it would cost to erect that building now.

Mr. HELM. How does the value of property there, city property, compare—this was in the city was it?

Colonel HULL. It was in a little village near Manila, about 10 miles away.

Mr. HELM. How does the value of real estate there compare with similar property in similar cities in America?

Colonel HULL. Oh, it is less.

Mr. HELM. How much less?

CHURCH AT PASAY.

Colonel HULL. Well, you take Pasay, for instance. That church is about 10 miles from the city of Manila. Manila is a city of 300,000 inhabitants. Pasay is building up; it has quite a residential portion along the beach, and the value of the city property has increased probably two or three fold since our arrival in the city of Manila. I should imagine you could buy a little plot of land there—

Mr. HELM. I am speaking of improved property in the city.

Colonel HULL. It is almost impossible to compare conditions in the Philippines at any point with conditions in this country; they are local, you will realize. That was about as far as we went that day, Mr. Jones. It is one of those towns near the city of Manila that you reach on a street car.

The CHAIRMAN. We have about reached the hour of adjournment. Colonel Hull, I will ask you this question: Are you a native of Iowa?

Colonel HULL. Yes, sir.

The CHAIRMAN. You are a son of Representative Hull, the chairman of the Committee on Military Affairs of the House of Representatives, are you?

Colonel HULL. Yes, sir.

HIGH CHARACTER OF PHILIPPINE SUPREME COURT.

The CHAIRMAN. I desire to say a word about the supreme court of the islands. Some of the new members of the committee may not have had an opportunity to inform themselves concerning that court. Our people are apt to express doubt and distrust of its character and qualifications. Secretary Taft, while governor-general of the islands, testified before this committee in 1902, during the preparation of the Philippine civil government act, and among other things said that the supreme court of the Philippine Islands, which then consisted, as it now does, of seven members, four Americans and three, including the chief justice, native Filipinos, would compare favorably with any supreme court in the United States.

Mr. DAVIS. Any State supreme court?

The CHAIRMAN. Yes, any State supreme court. Chief Justice Arellano has been since given a decree of LL. D. by Yale.

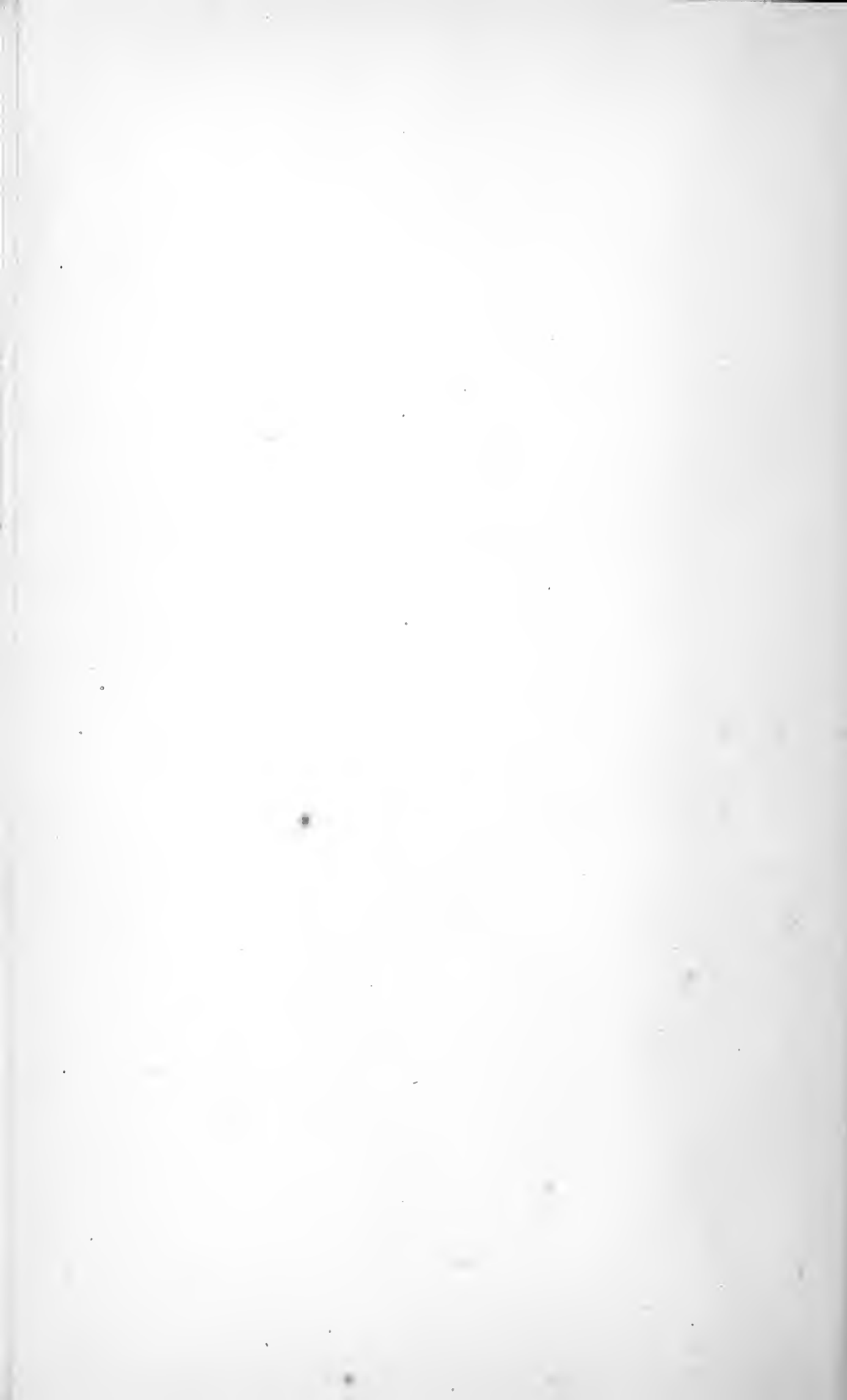
Mr. GARRETT. Do I understand that we will have these opinions of that court published in this hearing?

The CHAIRMAN. Yes, sir. I want to say this before we adjourn. Secretary Taft promised me this morning that he would come here on Monday. He is very desirous of being heard on this proposition, with which he is thoroughly familiar. I hope that the members of the committee will be here as promptly as possible at 10 o'clock next Monday morning. Colonel Hull, we would like to have you here at that time. We shall reprint your itemized report so that the committee may question you upon it.

Colonel HULL. I am subject to the desires of the committee or any individual member of it. If there is any individual member between now and next Monday who wants to spend any time in familiarizing himself with these papers I am perfectly willing to await his pleasure at any time and place.

The CHAIRMAN. We will meet at 10 o'clock Monday to hear Secretary Taft.

The committee thereupon adjourned to meet on Monday, January 20, 1908, at 10 o'clock a. m.



PROCEEDINGS BOARD ON CHURCH CLAIMS.

HEADQUARTERS PHILIPPINES DIVISION,
Manila, P. I., January 15, 1906.

Proceedings of a board of officers convened at Manila, P. I., by virtue of the following order:

SPECIAL ORDERS, }
No. 175. }

HEADQUARTERS PHILIPPINES DIVISION,
Manila, P. I., July 31, 1905.

[Extract.]

* * * * *

3. In compliance with instructions of the Secretary of War dated June 12, 1905, a board of officers, to be known as the "Board on Church Claims," is hereby convened to meet at these headquarters at 9 o'clock a. m., August 1, 1905, to investigate and report upon such claims as may be submitted to it from these headquarters.

Detail for the Board: Lieut. Col. John A. Hull, judge-advocate; Lieut. Col. Alexander O. Brodie, military secretary; Maj. William W. Gibson, General Staff.

The board, in the performance of the duties imposed on it, will be governed by instructions from these headquarters.

* * * * *

By command of Major-General Corbin:

JOHN G. D. KNIGHT,
Lieutenant-Colonel, General Staff, Chief of Staff.

Official.

W. A. SIMPSON,
Military Secretary.

HEADQUARTERS PHILIPPINES DIVISION,
Manila, P. I., August 1, 1905.

The board met, pursuant to the foregoing order, at 9 o'clock a. m.

Present: Lieut. Col. John A. Hull, judge-advocate; Lieut. Col. Alexander O. Brodie, military secretary; Maj. William W. Gibson, General Staff.

The order convening the board, and the instructions, consisting of an official copy of the opinion of the Judge-Advocate-General, of June 12, 1905, with the action of the Secretary of War thereon, were then read. Copy of instructions hereunto attached, marked "A."

The board then commenced the consideration of the claims heretofore filed by Monseigneur A. A. Agius, archbishop of Palmyra, papal delegate. The president of the board was directed to notify the papal delegate that the board would meet each morning at 9 o'clock for the consideration of his claim, and that he could be present in person, or by such representatives as he might see fit, at the sessions of the board.

The board thereupon adjourned.

WILLIAM W. GIBSON,
Major, General Staff.

HEADQUARTERS PHILIPPINES DIVISION,
Manila, P. I., August 31, 1905.

The board met pursuant to adjournment.

Present: All the members.

A copy of a letter written on August 3 to the military secretary requesting instructions is attached, marked "B."

During the past month the board at its daily sessions has completed the following cases:

[All sums are expressed in Conant.]

No. 1. Cathedral of Manila. Amount claimed ₱17,818.42.

The present cathedral was built between the years 1870 and 1879, upon plans approved by the minister of colonies at Madrid, and from funds contributed one-third by the faithful, one-third by the general island treasury, and one-third from the local funds.

The board is informed by the church authorities that the title to the land on which this building is located is in the church. The bureau of archives reports that the antiquity of the archbishopric of Manila, which was founded in 1580, makes it impossible to determine the actual ownership of this land. This is one of the numerous buildings in the islands, known as buildings of the state.

The question as to the title has never been decided, although it was considered by Governor Taft, in 1903, in relation to the archbishop's palace at Nueva Caceres, in which case he held that it would not be advisable to come to a definite conclusion administratively, but would refer the question to the courts. As the only possible claimants can be the United States and the Catholic Church, no suit has been instituted, and the clergy is now in peaceful possession of the property.

The cathedral was occupied immediately after the capitulation of the city of Manila, as barracks for prisoners of war, both Spanish and native, Spanish and native troops being placed therein. It is impossible to learn whether this was done by an agreement between the Spanish general and the archbishop, but there can be no question that it was sanctioned by the United States military authorities, as, after the outbreak of hostilities on the 4th of February, guards were placed over the native prisoners of war so that they could not escape and join the insurgents.

The building received the hardest possible kind of treatment, due probably to the large number of prisoners using it, sometimes aggregating almost 4,000 men.

In view of the fact that the question has been considered by Colonel Crowder, General Otis, General Davis, and the present Secretary of War, we expressed no opinion as to the title, but recommend that rental at the rate of ₱1,500 per month for seven months, amounting to ₱10,500, and damages to woodwork, etc., ₱1,150, total ₱11,650, be paid.

(Exhibits 1-8.)

No. 2. Ateneo, of Manila, belonging to the Society of Jesus. Claim for rental and damages, ₱7,500.

This building was occupied by a large number of officers and enlisted men of the Spanish prisoners of war for a period of seven months. We recommend payment of rental at ₱900 per month for seven months, ₱6,300. No damages.

(Exhibits 9-12.)

No. 3. Order of Mission of the Jesuits of Santa Ana, Rizal. Claim for rental and damages, ₱500.

This building was occupied by the Washington Volunteers for a short time, and it is recommended that payment of rental amounting to ₱400 be made. No damages.

(Exhibit 13.)

No. 4. Malate convent, Manila. Claim for rental and damages, ₱7,650.

This building was occupied from about the 15th of August by two batteries of artillery, and subsequently by Company B, Engineers. We recommend payment only of rental, amounting to ₱2,200, and that damages be not favorably considered; total, ₱2,200.

(Exhibits 14-17.)

- No. 5. Church and convent at Pasay (Pineba), Rizal. Claim for rent and damages, ₱26,426.50.
This property has been personally examined, and payment of rental for the church, amounting to ₱850, rental for the convent, amounting to ₱2,700, and damages to both, amounting to ₱1,000, is recommended; total of ₱4,550.
We have disregarded the claim for rent for occupation during the last eight months, as it was occupied by Company H, native police.
(Exhibits 18-20.)
- No. 6. Claim for rental and damages to church and convent at Paranaque, Rizal, amounting to ₱56,396.67.
The church and convent at this place were greatly injured by the cannonading of the U. S. Monitor *Monadnock* during active hostilities, and we are informed that they were also injured during the hostilities incident to the insurrection of 1896 and 1897.
Damages done have been disregarded, as being an incident of warfare, and it is recommended that payment of rental for the church of ₱2,100, for the convent of ₱4,296, and damages to both, amounting to ₱4,000, be made; a total of ₱10,396.
(Exhibits 21-22.)
- No. 7. Rental and damages to convent and church at San Pedro Macati, Rizal, with occupation of the mission at Caliculi, amounting to ₱8,219.
We recommend payment for rental of convent, ₱120; of the church, ₱180, and of the mission, ₱140, together with damages to the church of ₱1,700, and convent of ₱800; a total of ₱2,940.
(Exhibits 23-25.)
- No. 8. Baganga, Mindanao. Amount claimed for rental and damages, ₱825.35.
We recommend the payment of ₱765 as rental. No damages.
(Exhibits 26-27.)
- No. 9. Caraga, Mindanao. Claim for rental and damages amounting to ₱115.34.
We recommend the payment of ₱90 as rental. No damages.
(Exhibits 28-29.)
- No. 10. Agutaya, Cuyo. Claim for damages to convent amounting to ₱60.
We recommend that this sum be allowed.
(Exhibit 30.)
- No. 11. Puerto Princesa, Paragua. Claim for rental and damages amounting to ₱700.
We recommend that ₱600 be allowed for rental. No damages.
(Exhibits 31-32.)
- No. 12. Kalibo, Capiz. Claim for ₱6,426.25 and ₱21,903.
The destruction of his property was an incident of war, and it is recommended that nothing be paid therefor.
(Exhibit 33.)
- No. 13. Madalog, Capiz. Claim for damages, ₱57.50.
Bishop Rooker has abandoned this claim in view of the action taken on the Agutaua claim (No. 10).
(Exhibit 34.)
- No. 14. San Felipe Neri, Rizal. Rental and damages to church and convent, amounting to ₱19,645.96.
We recommend payment of rent amounting to ₱1,343.96, and damages to the floor in the church amounting to ₱270; total, ₱1,613.96.
(Exhibits 35-36.)
- No. 15. Dingle, Iloilo. Claim for damages to church and convent amounting to ₱3,390.
As the destruction was an incident of war, it is recommended that nothing be paid.
(Exhibit 37.)
- No. 16. Pasig, Rizal. Claim for rental and damages to the church and convent and to the chapels in the suburbs amounting to ₱62,680.10.
It is recommended that ₱4,075 be paid as rental for the church and convent and storerooms, and that damages to the church and convent in the sum of ₱3,000 be paid. It is recommended that no damages be paid for the destruction of the missions in the suburbs, the same being an incident of warfare. Total, ₱7,075.
(Exhibits 38-39.)
- No. 17. Imus, Cavite. Claims amounting to ₱4,210.
We recommend allowance of rental for convent at ₱60 per month, thirty and one-half months; total, ₱1,830. No damages.
(Exhibits 40-41.)

- No. 18. Naic, Cavite. Claim for rental and damages amounting to ₱3,007.90. We recommend payment of rental claimed, ₱2,687.90. No damages. (Exhibits 42-43.)
- No. 19. Silang, Cavite. Claims for rental and damages amounting to ₱5,460. We recommended allowance of rental at ₱150 per month for twenty-nine months, ₱4,350, and damages, ₱500: total, ₱4,850. (Exhibits 44-46.)
- No. 20. Las Marinas, Cavite. Claims for rental and damages amounting to ₱2,980. We recommend payment of rental at ₱30 per month, thirty-eight months, ₱1,140, and damages, ₱200: total, ₱1,340. (Exhibits 47-48.)
- No. 21. Bulacan, Bulacan. Claims for rental and damages amounting to ₱10,200. We recommend payment of rental, ₱5,400, and damages, ₱1,700; total, ₱7,100. (Exhibits 49-50.)
- No. 22. Bustos, Bulacan. Claims for rental and damages amounting to ₱672. We recommend payment of ₱75 as rental. No damages. (Exhibits 51-52.)
- No. 23. San Ildefonso, Bulacan. Claims for rental and damages amounting to ₱925. We recommend payment of rental, ₱125; damages, ₱300; total, ₱425. (Exhibits 53-54.)
- No. 24. San Miguel, Bulacan. Claims for rental and damages amounting to ₱3,800. We recommend payment of rental, ₱80 per month, for thirty months, ₱2,400, and damages, ₱800: total, ₱3,200. (Exhibits 55-56.)
- No. 25. Santa Isabel, Bulacan. Claims for rental and damages amounting to ₱1,017.50. We recommend payment of ₱25 as rental. No damages. (Exhibits 57-58.)
- No. 26. Santa Maria, Bulacan. Claims for rental and damages amounting to ₱96,580.50. We recommend payment of ₱520 as rental. No damages. (Exhibits 59-60.)
- No. 27. Baliuag, Bulacan. Claims for rental and damages, ₱6,953.33. We recommend payment of rental, ₱3,700; damages, ₱1,175; total, ₱4,875. (Exhibits 61-62.)
- No. 28. Binangonan, Rizal. Claim for rental and damages to convent and church amounting to ₱7,475.50. We recommend payment of rental at ₱40 per month for forty-five months, ₱1,800. No damages. (Exhibits 63-65.)
- No. 29. Zamboanga, Mindanao. Claim for rental and damages to church and convent amounting to ₱850. We recommend payment of ₱600 rental. No damages. (Exhibits 66-67.)
- No. 30. Siniloan, Laguna. Claim for rental and damages to convent and church amounting to ₱7,461. We recommend payment of rental, twenty-six and one-half months, at ₱40 per month, ₱1,060, and damages amounting to ₱1,500: total, ₱2,560. (Exhibits 68-69.)
- No. 31. Mavito, Laguna. Claim for rental and damages to church and convent amounting to ₱6,445.75. We recommend payment of rental, nineteen months, at ₱40 per month, ₱760, and damages, ₱1,000: total, ₱1,760. (Exhibits 70-71.)
- No. 32. Jolo, Jolo. Claim for rental of church and convent amounting to ₱1,998. We recommend payment of rent, church, twenty-five months, at ₱50 per month, ₱1,250; convent, twenty-four and one-half months, at ₱20 per month, ₱492; total, ₱1,742. No damages. (Exhibits 72-74.)

- No. 33. Atimonan, Tayabas. Claim for rental and damages to convent amounting to ₱7,700.
We recommend payment of rent, thirty-eight months, at ₱150 per month, ₱5,700; damages, ₱400; total, ₱6,100.
(Exhibits 75-77.)
- No. 34. Palanqui, Albay. Claim for rental and damages to convent amounting to ₱1,050.
We recommend payment of rent, ₱400; damages, ₱100; total, ₱500.
(Exhibits 78-80.)
- No. 35. Camaligan, Ambos Camarines. Claim rental of convent amounting to ₱750.
We recommend payment of rent, ₱500. No damages.
(Exhibit 81.)
- No. 36. Legaspi, Albay. Claim for rental and damage to church and convent amounting to ₱18,897.
We recommend payment of rent, church, ₱500; convent, forty-eight months, at ₱150 per month, ₱7,200; damages, ₱2,000; total, ₱9,700.
(Exhibits 82-85.)
- No. 37. Lucena, Tayabas. Claim for rental and damages to convent amounting to ₱8,400.
We recommend payment of rent, ₱1,600; damages, ₱200; total, ₱1,800.
(Exhibits 86-89.)
- No. 38. Camalig, Albay. Claim for rental and damages to church and convent amounting to ₱5,124.
We recommend payment of rent, ₱700; damages, ₱400; total, ₱1,100.
(Exhibits 90-92.)
- No. 39. San Fernando, Ambos Camarines. Claim for rental and damages to church and convent amounting to ₱20,475.
We recommend payment of rent, ₱50, and that no damages be paid, as the destruction of these buildings was an incident of war.
(Exhibits 93-95.)
- No. 40. Lucban, Tayabas. Claim for rental and damage to convent amounting to ₱5,981.
We recommend payment of rent, thirty months, at ₱80 per month, ₱2,400; damages, ₱1,020; total, ₱3,420.
(Exhibits 96-97.)
- No. 41. Baao, Ambos Camarines. Claim for rental and damages to convent amounting to ₱8,618.
We recommend payment of rent, ₱2,100; damages, ₱175; total, ₱2,275.
(Exhibits 98-100.)
- No. 42. Nabua, Ambos Camarines. Claim for rental and damages to convent amounting to ₱10,527.
We recommend payment of rent, twenty-four months, at ₱200 per month, ₱4,800; damages, ₱137; total, ₱4,937.
(Exhibits 101-103.)
- No. 43. Buli, Ambos Camarines. Claim for rental and damages to church and convent amounting to ₱5,762.
We recommend payment of rent, ₱2,500; damages, ₱77; total, ₱2,577.
(Exhibits 104-105½.)
- No. 44. Libmanan, Ambos Camarines. Claim for rental of church and convent, amounting to ₱9,000.
We recommend payment of rent, ₱6,000. No damages.
(Exhibits 106-107.)
- No. 45. Daet, Ambos Camarines. Claim for rental and damages to church and convent, amounting to ₱3,355.
We recommend payment of rent, ₱2,200. No damages.
(Exhibits 108-109.)
- No. 46. Libon, Albay. Claim for rental and damages to convent, amounting to ₱1,440.
We recommend payment of rent, ₱240; damages, ₱200; total, ₱440.
(Exhibits 110-112.)
- No. 47. Sorsogon, Sorsogon. Claim for rental and damages to church and convent, amounting to ₱8,980.
We recommend payment of rent, 54 months, at ₱50 per month, ₱2,700; damages, ₱665; total, ₱3,365.
(Exhibits 113-116.)

- No. 48. Unisan Tayabas. Claim for rental and damages to convent, amounting to ₱880.
We recommend payment of rent, eleven months, at ₱40 per month, ₱440. No damages.
(Exhibits 117-119.)
- No. 49. Sariaya, Tayabas. Claim for rental of convent, amounting to ₱2,500. We recommend that this sum be paid. No damages.
(Exhibits 120-121.)
- No. 50. Bato, Ambos Camarines. Claim for damages to convent, amounting to ₱240.
We recommend that this sum be paid. No damages.
(Exhibits 122-123.)
- No. 51. Bulan, Sorsogon. Claim for rental and damages to convent, amounting to ₱13,780.
We recommend payment of rent, forty-five months, at ₱120 per month, ₱5,400; damages, ₱1,000; total, ₱6,400.
(Exhibits 124-128.)
- No. 52. Tabaco, Albay. Claim for rent and damages to church and convent, amounting to ₱13,145.
We recommend payment of rent, ₱4,200; damages, ₱1,800; total, ₱6,000.
(Exhibits 129-131.)
- No. 53. Lopez, Tayabas. Claim for rental and damages to convent, ₱3,264.94.
We recommend payment of rent, thirty-four months, at ₱60 per month, ₱2,040; damages, ₱300; total, ₱2,340.
(Exhibits 132-134.)
- No. 54. Gubat, Sorsogon. Claim for rental and damages to church and convent, amounting to ₱3,750.
We recommend payment of rent, five months, at ₱100 per month, ₱500; damages, ₱900; total, ₱1,400.
(Exhibits 135-137.)
- No. 55. Yriga, Ambos Camarines. Claim for rent and damages to convent, amounting to ₱4,255.
We recommend payment of rent, ₱2,500; damages, ₱150; total, ₱2,650.
(Exhibits 138-140.)
- No. 56. Bula, Ambos Camarines. Claim ₱500 for the burning of certain missions.
We recommend that nothing be paid, the destruction being an incident of war.
(Exhibit 141.)
- No. 57. Bulusan, Sorsogon. Claim ₱144,745 for the destruction by burning of the church, convent, and missions of the town and its suburbs.
We recommend that nothing be paid, the destruction being an incident of war.
(Exhibits 142-143.)
- No. 58. Pilar, Sorsogon. Claim destruction of church and its effects, amounting to ₱34,000.
We recommend that nothing be paid, as the destruction was an incident of war.
(Exhibits 144-145.)
- No. 59. Dolores, Tayabas. Claim damages to church and convent by fire, amounting to ₱12,470.
We recommend that nothing be paid, as the destruction was an incident of war.
(Exhibit 146.)
- No. 60. Labo, Ambos Camarines. Claim damages to church, convent, and effects therein by fire, amounting to ₱53,974.25.
We recommend that nothing be paid, as the destruction was an incident of war.
(Exhibits 147-148.)
- No. 61. Jovellar, Albay. Claim damages to church, convent, and effects therein by fire, amounting to ₱1,829.
We recommend that nothing be paid, as the destruction was an incident of war.
(Exhibit 149.)

No. 62. Manguirin, Ambos Camarines. Claim damages to church, convent, and effects therein to the value of ₱11,700.

We recommend that nothing be paid, as the destruction was an incident of war.

(Exhibit 150.)

No. 63. Alcala, Pangasinan. Claims rental for convent from November, 1899, to October, 1902, at ₱100 per month, ₱3,600.

We recommend payment of rental for seven months at ₱40 per month, ₱280. No damages.

(Exhibits 151-152.)

No. 64. Aguilar, Pangasinan. Claims rental of and damages to convent amounting to ₱1,651.

We recommend payment of rental for twenty-one months at ₱50 per month, ₱1,050, and damages in the sum of ₱518; total, ₱1,568.

(Exhibits 153-154.)

No. 65. Salasa, Pangasinan. Claim for rental, church and convent. eighteen months at ₱100 per month, ₱1,800, and damages, ₱1,040.

We recommend payment of rental for eighteen months at ₱50 per month, ₱900, and damages in the sum of ₱250; total, ₱1,150.

(Exhibits 155-156.)

No. 66. Urdanata, Pangasinan. Claim is for rental of convent at ₱100 per month, twenty-seven months, ₱2,700, and for damages, ₱240; total, ₱2,940.

We recommend payment of rental for twenty-seven months at ₱70 per month, ₱1,890, and damages in the sum of ₱50; total, ₱1,940.

(Exhibits 157-158.)

No. 67. Santa Barbara, Pangasinan. Claim, rental for convent ₱2,000, twenty months at ₱100 per month, and damages ₱323.50; total, ₱2,323.50.

We recommend payment of rent twenty months at ₱50 per month, amounting to ₱1,000, and damages in the sum of ₱100; total, ₱1,100.

(Exhibits 159-160.)

No. 68. Calasia, Pangasinan. Claim rent of convent thirty-three months at ₱100 per month, ₱3,300, and damages to church and convent in the sum of ₱291; total, ₱3,591.

We recommend that the sum of ₱3,300 be paid, rental thirty-three months at ₱100 per month, and that no damages be considered; total, ₱3,300.

(Exhibits 161-162.)

No. 69. San Carlos, Pangasinan. Claim, rent of convent, twenty-seven months, at ₱100 per month, ₱2,700, and damages ₱2,290; total, ₱4,990.

We recommend that rent be paid for 28½ months at ₱70 per month, ₱1,995, and that ₱300 be paid for damages; total, ₱2,295.

(Exhibits 163-164.)

No. 70. Malasiqui, Pangasinan. Claim, rent of convent, ₱2,250, and damages in the sum of ₱276; total, ₱2,826.

We recommend that there be paid for rent of building the sum of ₱1,125 (22½ months at ₱50), and for damages the sum of ₱225; total, ₱1,350.

(Exhibits 165-166.)

No. 71. Bayambang, Pangasinan. Claim is for ₱5,700 rental for convent, and ₱1.141 for damages; total, ₱6,841.

We recommend the payment of ₱2,700 rental, forty-five months at ₱60 per month, and ₱300 for damages; total, ₱3,000.

(Exhibits 167-168.)

No. 72. Urbistondo, Pangasinan. Claim for rent of convent ₱150, and damages to same in the sum of ₱198; total, ₱348.

We recommend that rental be paid in the sum of ₱1,890 (twenty-seven damages; total, ₱185.

(Exhibits 169-170.)

No. 73. San Ysidro, Pangasinan. Claim is for rental in the sum of ₱559 for convent, and damages in the sum of ₱153; total, ₱712.

We recommend that rental be paid in the sum of ₱480, and that ₱20 be paid for damages; total, ₱500.

(Exhibits 171-172.)

No. 74. Sual, Pangasinan. Claim is for ₱1,440. rent of convent, and for ₱1,254 damages; total, ₱2,694.

We recommend that rental be paid for twenty-four months at ₱30 per month, amounting to ₱720, and that damages be not considered; total, ₱720.

(Exhibits 173-174.)

- No. 75. Pozorrubio, Pangasinan. Claim is for rental of convent, ₱2,700, and damages in the sum of ₱101; total, ₱2,801.
We recommend that rental be paid in the sum of ₱1,890 (twenty-seven months at ₱70), and that there be paid for damages the sum of ₱40; total, ₱1,930.
(Exhibits 175-176.)
- No. 76. Mangaterem, Pangasinan. Claim is for rent and damages to convent and boys' school in the sum of ₱4,223.
We recommend that rental be paid for twenty-four months at ₱70 per month, amounting to ₱1,680, and that for damages there be paid the sum of ₱220; total, ₱1,900.
(Exhibits 177-178.)
- No. 77. Villasis, Pangasinan. The claim is for rental of and damages to the convent in the total sum of ₱2,045 (rental ₱930, and damages ₱1,115).
We recommend that rental be paid in the sum of ₱735, and that there be paid for damages the sum of ₱250; total, ₱985.
(Exhibits 179-180.)
- No. 78. Santa Maria, Pangasinan. The claim is for rental of and damages to the convent in the sum of ₱960.
We recommend that rental be paid in the sum of ₱240 (twelve months at ₱20 per month), and that damages be not considered; total, ₱240.
(Exhibits 180-182.)
- No. 79. Binmaley, Pangasinan. The claim is for rental of and damages to the church and convent, amounting to ₱1,070.
We recommend that rent be paid for eight months at the rate of ₱20 per month, amounting to ₱160, and that damages be not considered; total, ₱160.
(Exhibits 183-184.)
- No. 80. San Fabian, Pangasinan. The claim is for rental of and damages to convent and church, amounting to the sum of ₱7,142.75.
We recommend that rent be paid for thirty-seven months, at the rate of ₱55 per month, amounting to ₱2,035, and that there be paid for damages the sum of ₱250; total, ₱2,285.
(Exhibits 185-186.)
- No. 81. Dagupan, Pangasinan. The claim is for rental of and damages to the convent in the sum of ₱11,481.48.
We recommend that rent be paid in the sum of ₱5,250 (forty-two months at ₱125 per month) and damages in the sum of ₱500; total, ₱5,750.
(Exhibits 187-188.)
- No. 82. Santa Maria, Ilocos Sur. The claim is for ₱3,054 for rental of and damages to convent and church.
We recommend that rent be paid for twenty-nine months at ₱62 per month, amounting to ₱1,798, and that there be paid for damages the sum of ₱100; total, ₱1,898.
(Exhibits 189-190.)
- No. 83. Candon, Ilocos Sur. The claim is for the sum of ₱2,800 for rental of and damages to the convent.
We recommend payment of rent for twenty-seven and one-half months, at ₱60, amounting to ₱1,650, and for damages the sum of ₱120; total, ₱1,770.
(Exhibits 191-192.)
- No. 84. Narvacan, Ilocos Sur. Claim for rental of and damages to convent in the sum of ₱2,725.25.
We recommend payment of rent in the sum of ₱1,250 (twenty-five months at ₱50), and for damages the sum of ₱400; total, ₱1,650.
(Exhibits 193-194.)
- No. 85. Magsingal, Ilocos Sur. The claim is for rental of and damages to convent in the sum of ₱2,184.
We recommend payment of rent in the sum of ₱840 (convent, thirteen months, at ₱55, and church, five months, at ₱25), and for damages the sum of ₱100; total, ₱940.
(Exhibits 195-196.)
- No. 86. Lapo, Ilocos Sur. The claim is for rental of and damages to convent in the sum of ₱1,777.
We recommend that rent be paid in the sum of ₱765, seventeen months at ₱45, and damages to the sum of ₱125; total, ₱890.
(Exhibits 196-197.)

- No. 87. Santo Domingo, Ilocos Sur. The claim is for rental of and damages to convent in the sum of ₱1,474.
We recommend payment of rental, sixteen months at ₱45 per month, amounting to ₱720, and that ₱80 be paid for damages; total, ₱800.
(Exhibits 196 and 198.)
- No. 88. Tagudin, Ilocos Sur. Claim for rental and damages to convent amounting to ₱950.
We recommend payment of rent, eighteen months, at ₱32.50 per month, ₱585; damages, ₱15; total, ₱600.
(Exhibits 199-200.)
- No. 89. Bantay, Ilocos Sur. Claim for rental and damages to convent amounting to ₱679.10.
We recommend payment of rent, eight and one-half months, at ₱40 per month, ₱340; damages, ₱150; total, ₱490.
(Exhibits 201-202.)
- No. 90. Santa Cruz, Ilocos Sur. Claim for rental and damages to convent amounting to ₱2,086.
We recommend payment of rent, eleven months, at ₱60 per month, ₱660; damages, ₱140; total, ₱800.
(Exhibits 203-204.)
- No. 91. San Vicente, Ilocos Sur. Claim for rental of convent, ₱135.
We recommend payment of rent amounting to ₱90; no damages; total, ₱90.
(Exhibits 205-206.)
- No. 92. Santa Lucia, Ilocos Sur. Claim for rental and damages to convent warehouse and garden amounting to ₱1,428.10.
We recommend payment of rent, nine months, at ₱45 per month, ₱405; damages, ₱100; total, ₱505.
(Exhibits 207-208.)
- No. 93. Santa, Ilocos Sur. Claim for rental and damages to convent amounting to ₱2,520.
We recommend payment of rent, twenty months, at ₱50 per month, ₱1,000; damages, ₱100; total, ₱1,100.
(Exhibits 209-210.)
- No. 94. Cabugao, Ilocos Sur. Claim for rental and damages to convent amounting to ₱4,315.
We recommend payment of rent, eighteen months, at ₱50 per month, ₱900; damages, ₱1,000; total, ₱1,900.
(Exhibits 211-212.)
- No. 95. Badoc, Ilocos Sur. Claim for rental and damages to convent amounting to ₱2,821.
We recommend payment of rent, twenty-seven months, at ₱30 per month, ₱810; damages, ₱200; total, ₱1,010.
(Exhibits 212-213.)
- No. 96. Sinait, Ilocos Sur. Claim for rental and damages to convent amounting to ₱2,484.50.
We recommend payment of rental, eleven months, at ₱40 per month, ₱440; damages, ₱460; total, ₱900.
(Exhibits 212-214.)
- No. 97. San Fernando, Union. Claim for rental and damages to church and convent amounting to ₱34,416.66.
We recommend payment of rent, forty-one months, at ₱120 per month, ₱4,920. We recommend that nothing be paid for damages, destruction, and incident of war; total, ₱4,920.
(Exhibits 215-216.)
- No. 98. Santa Tomas, Union. Claim for rental and damages to church and convent amounting to ₱3,650.
We recommend payment of rent, twenty-six months, at ₱25 per month, ₱650; damages, ₱100; total, ₱750.
(Exhibits 217-218.)
- No. 99. Balaon, Union. Claim for rental and damages to convent amounting to ₱2,548.32.
We recommend payment of rent, twenty-five and one-half months, at ₱60 per month, ₱1,530; damages, ₱45; total, ₱1,575.
(Exhibits 219-220.)

- No. 100. Bacnotan, Union. Claim for rental and damages to convent and church amounting to ₱695.
We recommend payment of rent, eleven months at ₱30 per month, ₱330; no damages; total, ₱330.
(Exhibits 221-222.)
- No. 101. Namacpacan, Union. Claim for rental and damages to convent amounting to ₱3,141.60.
We recommend payment of rent, ₱1,313; damages, ₱87; total, ₱1,400.
(Exhibits 223-224.)
- No. 102. Naguillian, Union. Claim for rental and damages to church and convent amounting to ₱2,355.
We recommend payment of rent, twenty-five and one-half months at ₱45 per month, ₱1,147.50; damages, ₱100; total, ₱1,247.50.
(Exhibits 225-226.)
- No. 103. Bangar, Union. Claim for rental and damages to convent amounting to ₱2,228.
We recommend payment of rent, twenty-seven months at ₱40 per month, ₱1,080; damages, ₱150; total, ₱1,230.
(Exhibits 227-228.)
- No. 104. Aringay, Union. Claim for rental and damages to convent amounting to ₱6,000.
We recommend payment of rent, twenty-six months at ₱80 per month, ₱2,080; damages, ₱200; total, ₱2,280.
(Exhibits 229-230.)
- No. 105. Bangued, Abra. Claim for rental and damages to church and convent amounting to ₱4,930.66.
We recommend payment of rent, twenty-seven and two-thirds months, at ₱65 per month, ₱1,800; church, ₱80; damages, ₱500; total, ₱2,380.
(Exhibits 321-322.)
- No. 106. Bucay, Abra. Claim for rental and damages to convent, amounting to ₱730.
We recommend payment of rent, eleven and one-half months, at ₱30 per month, ₱345; damages, ₱125; total, ₱470.
(Exhibits 233-234.)
- No. 107. Tayum, Abra. Claim for rental and damages to convent amounting to ₱1,096.50.
We recommend payment of rent, six months, at ₱30 per month, ₱180; damages, ₱200; total, ₱380.
(Exhibits 234-235.)
- No. 108. San Juan, Abra. Claim for rental and damages to church and convent amounting to ₱1,752.
We recommend payment of rent, church, eighteen months, at ₱12½ per month, ₱225. Convent, eighteen months, at ₱25 per month, ₱450; damages, ₱50; total, ₱725.
(Exhibits 236-234.)
- No. 109. San Gregorio, Abra. Claims rental and damages, church and convent, amounting to ₱2,244.
We recommend payment of rent, seventeen months at ₱30, ₱510; damages, ₱60; total, ₱570.
(Exhibits 237-238.)
- No. 110. Dolores, Abra. Claims rental and damages, convent, amounting to ₱4,620.
We recommend payment of rent, seventeen months at ₱25, ₱425. No damages.
(Exhibits 238-239.)
- No. 111. La Paz, Abra. Claims rental and damages, convent, amounting to ₱2,586.
We recommend payment of rent, seven months at ₱35, ₱245; damages, ₱200; total, ₱445.
(Exhibits 238 and 240.)
- No. 112. Pidigan, Abra. Claim rental and damages, convent, amounting to ₱1,875.90.
We recommend payment of rent, fourteen months at ₱30, ₱420; damages, ₱200; total, ₱620.
(Exhibits 241-242.)

- No. 113. Carig, Isabela. Claim rental and damages, church and convent, amounting to ₱1,400.
We recommend payment of rent, twenty-five months at ₱30, ₱750; damages, ₱100; total, ₱850.
(Exhibits 243-244.)
- No. 114. Reina Mercedes, Isabela. Claim rental and damages, convent, amounting to ₱850.
We recommend payment of rent, twenty-two and one-half months at ₱20 per month, ₱450; damages, ₱150; total, ₱600.
(Exhibits 245-246.)
- No. 115. Exchague, Isabela. Claim rental and damages, convent, amounting to ₱5,088.
We recommend payment of rent, thirty-two months at ₱60 per month, ₱1,920; damages, ₱200; total, ₱2,120.
(Exhibits 247-248.)
- No. 116. Cordon, Isabela. Claim rental and damages, convent, amounting to ₱1,106.
We recommend payment of rent, twenty-eight months at ₱10 per month, ₱280, and no damages.
(Exhibits 249-250.)
- No. 117. Tumanini, Isabela. Claim rental and damages, convent, amounting to ₱4,100.
We recommend payment of rent, ₱2,500; damages, ₱175; total, ₱2,675.
(Exhibits 251-252.)
- No. 118. Iagan, Isabela. Claim rental and damages, convent, amounting to ₱3,741.12.
We recommend payment of rent, thirty-seven months at ₱60 per month, ₱2,220; damages, ₱300; total, ₱2,520.
(Exhibits 253-254.)
- No. 119. Cauayan, Isabela. Claim rental and damages, convent, amounting to ₱2,723.
We recommend payment of rent, twenty-one months, at ₱40 per month, ₱840. No damages.
(Exhibits 255-256.)
- No. 120. Moncada, Tarlac. Claim rental and damages, convent, amounting to ₱3,820.91.
We recommend payment of rent, twenty-seven months, at ₱65 per month, ₱1,755; damages, ₱320; total, ₱2,075.
(Exhibits 257-258.)
- No. 121. Camiling, Tarlac. Claim rental and damages, convent, amounting to ₱2,169.
We recommend payment of rent, twenty-eight months, at ₱60 per month, ₱1,680; damages, ₱225; total, ₱1,905.
(Exhibits 259-260.)
- No. 122. Gerona, Tarlac. Claim rental and damages, church and convent, amounting to ₱3,951.
We recommend payment of rent, twenty-six months, at ₱70 per month, ₱1,820; damages, ₱200; total, ₱2,020.
(Exhibits 261-263.)
- No. 123. Panigui, Tarlac. Claim rental and damages, church and convent, amounting to ₱4,130.
We recommend payment of rent, ₱2,520; damages, ₱250; total, ₱2,770.
(Exhibits 264-266.)
- No. 124. Pura, Tarlac. Claim rental and damages, church and convent, amounting to ₱1,963.
We recommend payment of rent, ₱650; damages, ₱150; total, ₱800.
(Exhibits 267-268.)
- No. 125. Alcalá, Cagayan. Claim rental and damages, convent, amounting to ₱1,569.
We recommend payment of rent, twenty-six months, at ₱80 per month, ₱2,080; damages, ₱400; total, ₱2,480.
(Exhibits 269-270.)
- No. 126. Pamplona, Cagayan. Claim rental and damages, convent, amounting to ₱1,443.
We recommend payment of rent, twelve months, at ₱40 per month, ₱480; damages, ₱150; total, ₱630.
(Exhibits 271-272.)

- No. 127. Bugney, Cagayan. Claim rental convent, amounting to ₱2,100.
We recommend payment of rent in the sum of ₱350. No damages.
(Exhibits 273-274.)
- No. 128. Camalaniugan, Cagayan. Claim rental and damages to convent, amounting to ₱1,231.
We recommend payment of rent, twenty-two months, at ₱25 per month, ₱550; damages, ₱75; total, ₱625.
(Exhibits 275-276.)
- No. 129. Iguig, Cagayan. Claim rental for convent, amounting to ₱150.
We recommend that this sum be paid, the records at these headquarters showing that the town was occupied as claimed by church.
- No. 130. Gataran, Cagayan. Claim rental and damages convent, amounting to ₱1,708.50.
We recommend payment of rent, twenty-eight months, at ₱40 per month, ₱1,120. No damages.
(Exhibits 278-279.)
- No. 131. Amulung, Cagayan. Claim rental and damages convent amounting to ₱630.
We recommend payment of rent, ₱300; and damages, ₱250; total, ₱550.
(Exhibits 280-281.)
- No. 132. Aparri, Cagayan. Claim rent and damages church and convent amounting to ₱20,350.
We recommend payment of rent, fifty-five months at ₱150 per month, ₱8,250, in full for all rent and damages; total, ₱8,250.
(Exhibits 282-284.)
- No. 133. Lallo, Cagayan. Claim rental and damages to convent amounting to ₱3,211.
We recommend payment of rent, twenty-four months at ₱60 per month, ₱1,440; also eighteen months at ₱20 per month, ₱360; and damages, ₱100; total, ₱1,900.
(Exhibits 285-286.)
- No. 134. Clanerria, Cagayan. Claim rental and damages convent, amounting to ₱1,308.
We recommend payment of rent, twenty-two months at ₱50 per month, ₱1,100; damages, ₱150; total, ₱1,250.
(Exhibits 287-288.)
- No. 135. Cervantes, Lepanto-Bantoc. Claim rental and damages to convent amounting to ₱970.
We recommend payment of rent, ₱400. No damages.
(Exhibits 289-290.)
- No. 136. Angaqui, Lepanto-Bantoc. Claim rental convent amounting to ₱240.
We recommend payment of rent, ₱240. No damages.
(Exhibits 291-292.)
- No. 137. Pasiquin, Ilocos Norte. Claim rental convent amounting to ₱1,600.
We recommend payment of rent, eighteen months, at ₱10 per month, ₱180. No damages.
(Exhibits 293-295.)
- No. 138. San Nicholas, Ilocos Norte. Claim rental and damages to convent amounting to ₱3,439.
We recommend payment of rent, eighteen months, at ₱35 per month, ₱630; damages, ₱125; total, ₱755.
(Exhibits 296-297.)
- No. 139. Batac, Ilocos Norte. Claim rental and damages to convent amounting to ₱5,570.
We recommend payment of rent, nineteen months, at ₱25 per month, ₱475; damages, ₱170; total, ₱645.
(Exhibits 297-298.)
- No. 140. Paoyay, Ilocos Norte. Claim rental and damages to convent amounting to ₱5,167.
We recommend payment of rent, twenty-one months, at ₱25 per month, ₱525; damages, ₱170; total, ₱695.
(Exhibits 299-300-297.)
- No. 141. San Miguel, Ilocos Norte. Claim rental and damages to convent amounting to ₱3,988.50.
We recommend payment of rent, twenty-six months, at ₱50 per month, ₱1,300; damages, ₱110; total, ₱1,410.
(Exhibits 301-302.)

- No. 142. Bangui, Ilocos Norte. Claim rental convent amounting to ₱1,350.
We recommend payment of rent, twenty-seven months, at ₱15 per month, ₱405. No damages.
(Exhibits 302-303.)
- No. 143. Vintar, Ilocos Norte. Claim rental and damages to convent amounting to ₱4,245.
We recommend payment of rent, thirteen months, at ₱30 per month, ₱390; damages, ₱45; total, ₱435.
(Exhibits 302-304.)
- No. 144. Piddig, Ilocos Norte. Claim rental and damages to convent amounting to ₱4,405.
We recommend payment of rent, fourteen months, at ₱30 per month, ₱420; damages, ₱205; total, ₱625.
(Exhibits 305-306.)
- No. 144. Piddig, Ilocos Norte. Claim and rental damages to convent amounting to ₱4,393.
We recommend payment of rent, twenty-seven months, at ₱35 per month, ₱945; damages, ₱340; total, ₱1,285.
(Exhibits 306-307.)
- No. 146. Bana, Ilocos Norte. Claim rental convent amounting to ₱50.
We recommend payment of rent for one month, ₱5. No damages.
(Exhibits 308-306.)
- No. 147. Bacarra, Ilocos Norte. Claim rent and damages to convent amounting to ₱1,385.
We recommend payment of rent, seven months, at ₱20 per month, ₱140; damages, ₱185; total, ₱325.
(Exhibit 309.)

The board thereupon adjourned to meet from day to day at 9 o'clock a. m.

W. W. GIBSON,
Major, General Staff.

HEADQUARTERS PHILIPPINES DIVISION,
Manila, P. I., September 7, 1905.

The board met pursuant to adjournment.

Present: All the members.

The following order was then read:

HEADQUARTERS PHILIPPINES DIVISION,
Manila, P. I., August 30, 1905.

SPECIAL ORDERS, }
No. 198. }

[Extract.]

* * * * *

9. First Lieut. John W. Moore, Second Cavalry, is detailed as a member of the board of officers appointed by paragraph 3, Special Orders, No. 175, current series, these headquarters, known as the "Board on church claims," vice Maj. William W. Gibson, General Staff, hereby relieved.

While on this duty Lieutenant Moore's station will be Manila. The travel enjoined is necessary for the public service.

* * * * *

By command of Major-General Corbin:

JOHN D. KNIGHT,
Lieutenant-Colonel, General Staff,
Chief of Staff.

Official:

W. A. SIMPSON,
Military Secretary.

Major Gibson then withdrew and First Lieut. John W. Moore took his place as a member of the board.

- The following cases were then considered and passed:
- No. 148. Angat, Bulacan. Claim damages to church and convent by fire amounting to ₱72,100.
We recommend that nothing be paid, as the destruction was an incident of war.
(Exhibits 310-311.)
- No. 149. Bigaa, Bulacan. Claim damages to church and convent by fire amounting to ₱81,800.
We recommend that nothing be paid, as the destruction was an incident of war.
(Exhibits 312-313.)
- No. 150. Bocaue, Bulacan. Claim damages to church and convent by fire, amounting to ₱121,996.
We recommend that nothing be paid, as the destruction was an incident of war.
(Exhibits 314-315.)
- No. 151. Calumpit, Bulacan. Claim damages to church and convent by fire, amounting to ₱56,000.
We recommend that nothing be paid, as the destruction was an incident of war.
(Exhibits 316-317.)
- No. 152. Mariloa, Bulacan. Claim damages to church and convent by fire, amounting to ₱123,296.
We recommend that nothing be paid, as the destruction was an incident of war.
(Exhibits 318-319.)
- No. 153. Norzagaray, Bulacan. Claim rent and damages to church, amounting to ₱2,000.
We recommend payment of rent ₱300. No damages.
(Exhibits 320-321.)
- No. 154. Obando, Bulacan. Claim rental and damages church and convent, amounting to ₱2,677.
We recommend payment of rent, eight months, at ₱50 per month, ₱400. No damages.
(Exhibits 322-323.)
- No. 155. Paombong, Bulacan. Claim rental and damages to convent amounting to ₱1,174.
We recommend payment of rent, twelve months, at ₱75 per month, ₱900; damages, ₱50; total, ₱950.
(Exhibits 324-325.)
- No. 156. Polo, Bulacan. Claim rental and damages to church and convent amounting to ₱19,995.
We recommend payment of rent, thirty months, at ₱60 per month, ₱1,800; damages, ₱350; total, ₱2,150.
(Exhibits 326-327.)
- No. 157. Pulilan, Bulacan. Claim rental and damages, convent, amounting to ₱1,120.
We recommend payment of rent, eighteen months, at ₱40 per month, ₱720; damages, ₱400; total, ₱1,120.
(Exhibits 328-329.)
- No. 158. Santa Isabel, Bulacan. Claim damages to church property amounting to ₱1,017.50. (Duplicate and revoked, see case No. 25.)
We recommend that nothing be paid on this claim. Even if done by American soldiers the damage was purely wanton.
(Exhibit 330.)
- No. 159. San Rafael, Bulacan. Claim rental and damages, convent, amounting to ₱3,216.66.
We recommend that nothing be paid on this claim. Even if done by ₱980, and damages, ₱1,300; total, ₱2,280.
(Exhibits 331-333.)
- No. 160. Balayan, Batangas. Claim rental and damages, convent, amounting to ₱5,169.25.
We recommend payment of rent, forty-one months, at ₱85 per month, ₱3,485, and damages, ₱350; total, ₱3,835.
(Exhibits 334, 335.)

- No. 161. Lemery, Batangas. Claim rental and damages, convent, amounting to ₱7,218.
We recommend payment of rent, forty-two months, at ₱65 per month, ₱2,730; damages, ₱325; total, ₱3,055.
(Exhibits 335, 337.)
- No. 162. Lipa, Batangas. Claim rental and damages, church and convent, amounting to ₱11,092.75.
We recommend payment of rent, forty-four months, at ₱20 per month, ₱880, only.
(Exhibits 338, 339.)
- No. 163. Tarlac, Tarlac. Claim rental and damages, church and convent, amounting to ₱8,133.
We recommend payment of rent, thirty-eight months, at ₱50 per month, ₱1,900; damages, ₱500; total, ₱2,400.
(Exhibits 340, 341.)
- No. 164. San Jose, Batangas. Claim rental and damages, convent, amounting to ₱3,905.
We recommend payment of rent, thirty-seven months, at ₱80 per month, ₱2,960; damages, ₱170; total, ₱3,130.
(Exhibits 342, 344.)
- No. 165. Santo Tomas, Batangas. Claim rental and damages to church and convent, amounting to ₱19,304.
We recommend payment of rent, eight months, at ₱100 per month, for church, ₱800; forty-four months, at ₱90 per month, for convent, ₱3,960; damages, ₱1,000; total, ₱5,760.
(Exhibits 345-347.)
- No. 166. Lobo, Batangas. Claim rental and damages to church and convent, amounting to ₱1,887.85.
We recommend payment of rent, twenty-one months, at ₱40 per month, ₱840; damages, ₱100; total, ₱940.
(Exhibit 348-355.)
- No. 167. Santa Cruz, Marinduque. Claim rental and damages to church and convent, amounting to ₱5,065.
We recommend payment of rent, church, eight months, at ₱70 per month, ₱560; convent, twenty-one months, at ₱70 per month, ₱1,470; damages, ₱274; total, ₱2,304.
(Exhibits 356-358.)
- No. 168. Calapan, Mindoro. Claim rental and damages, church and convent, amounting to ₱2,298.
We recommend payment of rent, fifteen months, at ₱40 per month, ₱600; damages, ₱700; total, ₱1,300.
(Exhibits 359, 360.)
- No. 169. Pola, Mindoro. Claim rental and damages to convent amounting to ₱4,810.
We recommend payment of rent, twenty-seven months, at ₱30 per month, ₱810; damages, ₱800; total, ₱1,610.
(Exhibits 361, 362.)
- No. 170. Anda, Zambales. Claim rental and damages to convent amounting to ₱265.
We recommend payment of rent, four and one-half months, at ₱30 per month, ₱135; damages, ₱40; total, ₱175.
(Exhibits 363, 364.)
- No. 171. Alaminos, Zambales. Claim rental and damages to convent, amounting to ₱1,900.
We recommend payment of rent, twenty-eight months, at ₱50 per month, ₱1,400; damages, ₱50; total, ₱1,450.
(Exhibits 365, 366.)
- No. 172. San Isidro, Zambales. Claim rental and damages to convent, amounting to ₱840.
We recommend payment of rent, twenty-three months, at ₱30 per month, ₱690; damages, ₱150; total, ₱840.
(Exhibits 367, 368.)
- No. 173. Santa Cruz, Zambales. Claim rental and damages, convent, amounting to ₱8,276.50.
We recommend payment of rent, thirty months, at ₱40 per month, ₱1,200; damages, ₱1,165; total, ₱2,365.
(Exhibits 369, 370.)

- No. 174. Masinloc, Zambales. Claim rental and damages, church and convent, amounting to ₱2,251.
We recommend payment of rent, thirty months, at ₱35 per month, ₱1,050; damages, ₱200; total, ₱1,250.
(Exhibits 371, 372.)
- No. 175. Infanta, Zambales. Claim damages to convent in the sum of ₱420.
We recommend payment of ₱300 as damages.
(Exhibits 373, 374.)
- No. 176. Boac, Zambales. Claim rental and damages, church and convent, amounting to ₱8,909.75.
We recommend payment of rent, church, twenty-two months, at ₱80 per month, ₱1,660; convent, twenty-six months, at ₱70 per month, ₱1,820; damages, ₱628; total, ₱4,108.
- No. 177. Malitbog, Leyte. Claim damages to church and convent by loot and fire amounting to ₱2,809.
We recommend that nothing be paid, as the damage inflicted was either an incident of war or wanton damages.
(Exhibits 379, 380 and B.)
- No. 178. San Sabastian, Samar. Claim damages to church and convent by fire, amounting to ₱12,300.20.
We recommend that nothing be paid, as the destruction was an incident of war.
(Exhibit 381.)
- No. 179. Paranas, Samar. Claim damages to church, convent, and mission, by fire, amounting to ₱96,123.
We recommend that nothing be paid, as the destruction was an incident of war.
(Exhibits 382, 383.)
- No. 180. Wright, Samar. Claim damages to church, convent, and effects, by fire, amounting to ₱108,000.
We recommend that nothing be paid, as the destruction was an incident of war.
(Exhibit 384.)
- No. 181. Inabanga (Loay), Bohol. Claim damages to church, convent, and effects, by fire, amounting to ₱22,377.
We recommend that nothing be paid, as the destruction was an incident of war.
(Exhibit 385.)
- No. 182. Antequera, Bohol. Claim rental of convent, amounting to ₱60; no damages.
We recommend that this amount be paid.
(Exhibit 386.)
- No. 183. Lila, Bohol. Claim damages to church, convent, and effects, by fire, amounting to ₱20,479.75.
We recommend that nothing be paid, as the destruction was an incident of war.
(Exhibit 387.)
- No. 184. Sevilla (Loay), Bohol. Claim damages to church, convent, and effects, by fire, amounting to ₱14,052.
We recommend that nothing be paid, as the destruction was an incident of war.
(Exhibit 388.)
- No. 185. Bogo, Cebu. Claim rental, church and convent, amounting to ₱160; no damages.
We recommend that this amount be paid.
(Exhibits 389, 390.)
- No. 186. Calbayog, Samar. Claim rental and damages to church and convent, amounting to ₱8,079.17.
We recommend payment of rent, old convent, thirty-two months, at ₱50, ₱1,600; new convent, thirty-two months, at ₱50, ₱1,600; church, five months, at ₱60, ₱300; damages, ₱300; total, ₱3,800.
(Exhibits 391-395.)
- No. 187. Balamban, Cebu. Claim rent for convent, amounting to ₱400. No damages.
We recommend payment of rent, seven months, at ₱30 per month, ₱210.
(Exhibits 396, 397.)

No. 188. Misamis, Mindanao. Claim rental and damages, convent, amounting to ₱2,900.

We recommend payment of rent, twenty-seven months, at ₱80 per month, ₱2,160. No damages.
(Exhibits 398, 400.)

No. 189. Balingasay (Misamis), Mindanao. Claim rental, convent, amounting to ₱220. (Five and one-half months, at ₱40 per month.) No damages.

We recommend that this amount be paid.
(Exhibits 401, 402.)

No. 190. Carigara, Leyte. Claim rental and damages, convent, amounting to ₱1,718.

We recommend payment of rent, ₱1,400; damages, ₱25; total, ₱1,425.
(Exhibits 403-408.)

No. 191. Laoang, Samar. Claim rental and damages, church, convent, and effects, amounting to ₱15,325.

We recommend payment of rent, forty-two months, at ₱50 per month, ₱2,100; damages, ₱1,090; total, ₱3,190.

Damages to personal effects not considered, as, even if evidence could be produced to substantiate claim, it would be for wanton damages. (See Exhibit B.)

(Exhibits 409-413.)

No. 192. Catubig, Samar. Claim damages to church and effects, by burning, amounting to ₱560.

We recommend that nothing be paid, the destruction being an incident of war.

(Exhibits 413-414.)

The board adjourned to meet from day to day at 9 o'clock a. m.

J. W. MOORE,

First Lieutenant, Second Cavalry.

HEADQUARTERS PHILIPPINE DIVISION,
Manila, P. I., September 30, 1905.

The board met pursuant to adjournment.

Present: All the members.

The board then proceeded to consider and pass upon the following cases:

No. 193. Cabuyao, Laguna. Claim for rental and damages to convent, amounting to ₱8,520.

We recommend payment of rent, forty months, at ₱90 per month, ₱3,600; damages, ₱400; total, ₱4,000.
(Exhibits 415, 416.)

No. 194. Bay, Laguna. Claim for rental and damages to church and convent, amounting to ₱12,666.

We recommend payment of rent—church, ₱150; convent, 25 months, at ₱60 per month, ₱1,500; damages, ₱400; total, ₱2,050.
(Exhibits 417, 418.)

No. 195. Binan, Laguna. Claim for rental and damages, amounting to ₱8,425.

We recommend payment of rent, 44 months, at ₱120 per month, ₱5,280; damages, ₱87.50; total, ₱5,367.50.
(Exhibits 419, 420.)

No. 196. Paete, Laguna. Claim for rental and damages, amounting to ₱16,091.16.

We recommend payment of rent, twenty-seven months, at ₱125 per month, ₱3,375. No damages.
(Exhibits 421, 422.)

No. 197. Pakil, Laguna. Claim for rental and damages, amounting to ₱2,888.25.

We recommend payment of rent, twenty months, at ₱60 per month, ₱1,200; damages, ₱200; total, ₱1,400.
(Exhibits 423, 424.)

- No. 198. Los Banos, Laguna. Claim for rental and damages to church and convent, amounting to ₱4,662.20.
We recommend payment of rent—convent, forty-six months, at ₱40 per month, ₱1,840; church, forty-two months, at ₱6 per month, ₱252; damages, ₱450; total, ₱2,542.
(Exhibits 425, 426.)
- No. 199. Magdalena, Laguna. Claim for rental and damages, amounting to ₱5,830.62.
We recommend payment of rent, twenty-nine months, at ₱60 per month, ₱1,740; damages, ₱200; total, ₱1,940.
(Exhibits 427, 428.)
- No. 200. Bauan, Batangas. Claim for rental and damages to church and convent, amounting to ₱8,700.
We recommend payment of rent, forty-one months, at ₱150 per month, ₱6,150; no damages; total, ₱6,150.
(Exhibits 429-430.)
- No. 201. Morong, Rizal. Claim for rental and damages, amounting to ₱6,100.50.
We recommend payment of rent, ₱1,925; damages, ₱200; total, ₱2,125.
(Exhibits 431-432.)
- No. 202. Las Pinas, Rizal. Claim for rental and damages, amounting to ₱1,850.
We recommend payment of rent, five months, at ₱30 per month, ₱150; no damages;^a total, ₱150.
(Exhibits 433-434.)
- No. 203. Navotas, Rizal. Claim damages amounting to ₱3,248.35.
We recommend payment of no damages. The church not occupied, and damages purely wanton, if occurred as stated. (See Exhibits B and C and 435.)
- No. 204. Taguig, Rizal. Claim for rental and damages, amounting to ₱20,920.
We recommend payment of rent, thirty-three months, at ₱90 per month, ₱2,970; damages, ₱500; total, ₱3,470.
(Exhibits 436-437.)
- No. 205. Caloocan, Rizal. Claim for rental and damages to church and convent, amounting to ₱102,120.
We recommend payment of rent, church, thirty months, at ₱40 per month, ₱1,200; convent, fifteen months, at ₱60 per month, ₱900; damages, ₱200; total, ₱2,300.
(Exhibits 438-439.)
- No. 206. San Pablo, Laguna. Claim for rental and damages to church and convent, amounting to ₱44,389.90.
We recommend payment of rent for church and convent, ₱2,500; damages, ₱600; total, ₱3,100.
(Exhibits 440-442.)
- No. 207. San Antonio, Laguna. Claim for damages to church and convent, amounting to ₱70,000.
We recommend that nothing be paid, as this was an incident of war.
(Exhibit 443.)
- No. 208. Meycauyan, Bulacan. Claim for rental and damages to church and convent, amounting to ₱5,565.
We recommend payment of rent, thirty months, at ₱60 per month, ₱1,800; no damages; total, ₱1,800.
(Exhibits 444, 445.)
- No. 209. San Isidro, Nueva Ecija. Claim for rental and damages to church and convent, amounting to ₱7,543.50.
We recommend payment of rent, forty-four months, at ₱75 per month, ₱3,300; damages, ₱250; total, ₱3,550.
(Exhibits 446-448.)
- No. 210. Cabanatuan, Nueva Ecija. Claim for rental and damages to church and convent, amounting to ₱6,672.
We recommend payment of rent, convent, forty-four months, at ₱65 per month, ₱2,860; church, fourteen months, at ₱45 per month, ₱630; damages, ₱500; total, ₱3,990.
(Exhibits 449, 450.)

^a Damages either an incident of war or claim against insular government.

- No. 211. Cabiao, Nueva Ecija. Claim for rental and damages to church and convent amounting to ₱3,420.87.
We recommend payment of rent, twenty-four months, at ₱50 per month, ₱1,200; damages, ₱500; total, ₱1,700.
(Exhibits 451, 452.)
- No. 212. Batang, Batangas. Claim for damages by loot and fire to buildings and effects, amounting to ₱7,500.
We recommend that nothing be paid.
(Exhibits B, C, and 453.)
- No. 213. Alaminos, Laguna. Claim for rental and damages to church and convent, amounting to ₱4,020.
We recommend payment of rent, convent, twenty-three months, at ₱40 per month, ₱920; church, four months, at ₱25 per month, ₱100; damages, ₱200; total, ₱1,220.
(Exhibits 454, 455.)
- No. 214. Tambobong, Rizal. Claim for rental and damages to convent, amounting to ₱380.
We recommend payment of rent, ₱180, and damages, ₱100; total, ₱280.
(Exhibit 456.)
- No. 215. Pangil, Laguna. Claim for rental and damages to church and convent, amounting to ₱3,475.50.
We recommend payment of rent, twenty-three months, at ₱75 per month, ₱1,725; damages, ₱250; total, ₱1,975.
(Exhibits 457, 458.)
- No. 216. Samal, Bataan. Claim for rental and damages to convent, amounting to ₱1,485.
We recommend that this amount be paid as rent; no damages; total, ₱1,485.
(Exhibits 459, 460.)
- No. 217. Abucay, Bataan. Claim for rental and damages to convent, amounting to ₱2,874.
We recommend payment of rent, ₱1,170; damages, ₱200; total, ₱1,370.
(Exhibits 461, 462.)
- No. 218. Pilar, Bataan. Claim for damages, amounting to ₱154.
We recommend that nothing be paid, as the church buildings were not occupied by American troops.
(Exhibits 463, 464.)
- No. 219. Barasoain, Bulacan. Claim for rental and damages to church and convent, amounting to ₱10,800.
We recommend payment of rent, thirty-five months, at ₱150 per month, ₱5,250; damages, ₱400; total, ₱5,650.
(Exhibits 465-468.)
- No. 220. Balanga, Bataan. Claim, rental and damages to church and convent, amounting to ₱3,083.
We recommend payment of rent, eighteen months, at ₱100 per month, ₱1,800; damages, ₱300; total, ₱2,100.
(Exhibits 469, 470.)
- No. 221. Dinalupijan, Bataan. Claim for rental and damages to convent, amounting to ₱3,163.
We recommend payment of rent, seventeen months, at ₱45 per month, ₱765; damages, ₱500; total, ₱1,065.
(Exhibits 471, 472.)
- No. 222. Orane, Bataan. Claim for rental and damages to church and convent, amounting to ₱6,944.
We recommend payment of rent, twenty-two months, at ₱75 per month, ₱1,650; no damages; total, ₱1,650.
(Exhibits 473, 474.)
- No. 223. San Juan de Guinba, Nueva Ecija. Claim for rental and damages to church and convent, amounting to ₱3,350.
We recommend payment of rent, twenty-five months, at ₱35 per month, ₱875; damages, ₱140; total, ₱1,015.
(Exhibits 475, 476.)
- No. 224. Gapan, Nueva Ecija. Claim for rental and damages to church and convent, amounting to ₱5,065.
We recommend payment of rent, sixteen months, at ₱70 per month, ₱1,120; damages, ₱200; total, ₱1,320.
(Exhibits 477, 478.)

- No. 225. San Antonio, Nueva Ecija. Claim for rental and damages to church and convent, amounting to ₱1,800.
We recommend payment of rent, twelve months, at ₱50 per month, ₱600; damages, ₱400; total, ₱1,000.
(Exhibits 479, 480.)
- No. 226. Gnagua, Pampanga. Claim for rental and damages to church and convent, amounting to ₱48,400.
We recommend payment of rent, convent, twenty-seven months, at ₱100 per month, ₱2,700; church, ten months, at ₱150 per month, ₱1,500; damages, ₱850; total, ₱5,050.
(Exhibits 481-483.)
- No. 227. Mabalacat, Pampanga. Claim for damages to church, ₱3,365.
We recommend payment of damages, ₱528.
(Exhibits 483, 484.)
- No. 228. Angeles, Pampanga. Claim for rental and damages to church, convent, chapel, and grounds, ₱24,568.35.
We recommend payment of rent as follows: Church, sixteen months, at ₱150 per month, ₱2,400; convent, thirty-seven and one-half months, at ₱50 per month, ₱1,875; damages, ₱1,450; total, ₱5,725.
(Exhibits 485, 486.)
- No. 229. Floridablanca, Pampanga. Claim for rental and damages to convent, amounting to ₱4,916.
We recommend payment of rent, nineteen months, at ₱40 per month, ₱760; damages, ₱300; total, ₱1,060.
(Exhibits 487, 488.)
- No. 230. Macabebe, Pampanga. Claim for damages to church and convent destroyed by fire, ₱100,000.
We recommend that nothing be paid, as the destruction was an incident of war.
(Exhibits 489, 490.)
- No. 231. San Fernando, Pampanga. Claim for damages to church and convent by fire, ₱68,352.
We recommend that nothing be paid, as the destruction was an incident of war.
(Exhibits 491-494.)
- No. 232. Santa Ana, Pampanga. Claim for rental and damages to convent, amounting to ₱375.
We recommend payment of rent, fourteen months, at ₱15 per month, ₱210; damages, ₱15; total, ₱225.
(Exhibits 493, 494.)
- No. 233. Arayat, Pampanga. Claim for rental and damages to church and convent, amounting to ₱22,408.67.
We recommend payment of rent as follows: Convent, forty-seven months, at ₱60 per month, ₱2,860; church, eight months, at ₱10 per month, ₱80; damages, ₱650; total, ₱3,550.
(Exhibits 495, 496.)
- No. 234. Porac, Pampanga. Claim for rental and damages to church and convent, amounting to ₱7,744.
We recommend payment of rent, twenty-one months, at ₱40 per month, ₱840; damages, ₱550; total, ₱1,390.
(Exhibits 497, 498.)
- No. 235. Santo Tomas, Pampanga. Claim for damages to church and convent, destroyed by fire, ₱44,278.
We recommend that nothing be paid, as the destruction was an incident of war.
(Exhibits 499, 500.)
- No. 236. Santa Rita, Pampanga. Claim for rental and damages to convent, amounting to ₱10,600.
We recommend payment of rent, eighteen months, at ₱70 per month, ₱1,260; damages, ₱442; total, ₱1,702.
(Exhibits 501, 502.)
- No. 237. Candaba, Pampanga. Claim for rental and damages to church and convent, amounting to ₱2,840.
We recommend payment of rent as follows: Convent, twenty-eight months, at ₱60 per month, ₱1,680; church, nine months, at ₱60 per month, ₱540; damages, ₱200; total, ₱2,420.
(Exhibits 503, 504.)

No. 238. Magalang, Pampanga. Claim for rental and damages to church and convent, amounting to ₱2,460.

We recommend payment of rent as follows: Convent, twenty months, at ₱40 per month, ₱800; church, four months, at ₱50 per month, ₱200; damages, ₱224; total, ₱1,224.

(Exhibits 505, 506.)

No. 239. San Simon, Pampanga. Claim for damages to church and convent, by fire amounting to ₱150,300.

We recommend that nothing be paid, as the destruction was an incident of war.

(Exhibit 507.)

No. 240. San Luis, Pampanga. Claim for rental and damages to convent, amounting to ₱13,800.

We recommend payment of rent, twenty-six months, at ₱100 per month, ₱2,600; damages, ₱300; total, ₱2,900.

(Exhibits 508, 509.)

No. 241. Bacolor, Pampanga. Claim for rental and damages to church and convent, amounting to ₱12,200.

We recommend payment of rent as follows: Convent, twenty months, at ₱65 per month, ₱1,320; church, three months, at ₱20 per month, ₱60; damages, ₱450; total, ₱2,330.

(Exhibits 510, 511.)

No. 242. Mexico, Pampanga. Claim for rental and damages to church and convent, amounting to ₱124,700.24.

We recommend payment of rent as follows: Convent, twenty-one and one-half months, at ₱80 per month, ₱1,720; church, three and one-half months, at ₱10 per month, ₱35; damages, ₱500; total, ₱2,255.

(Exhibits 512, 513.)

No. 243. Sexmoan, Pampanga. Claim for damages to convent by fire, ₱5,452.

We recommend that nothing be paid, as the destruction was an incident of war.

(Exhibits 514, 515.)

No. 244. Lubao, Pampanga. Claim for rental and damages to church and convent, amounting to ₱5,200.

We recommend payment of rent, sixteen months, at ₱80 per month, ₱1,280; damages, ₱280; total, ₱1,560.

(Exhibits 516-518.)

No. 245. Bolinao, Zambales. Claim for rental and damages to convent, amounting to ₱1,900.

We recommend payment of rent, twenty-nine months, at ₱45 per month, ₱1,305; damages, ₱100; total, ₱1,405.

(Exhibits 519, 520.)

No. 246. Candelaria, Zambales. Claim for rental and damages to church and convent, amounting to ₱1,155.70.

We recommend payment of rent as follows: Convent, eighteen months, at ₱25 per month, ₱450; church, seven months, at ₱10 per month, ₱70; no damages; total, ₱520.

(Exhibits 521, 522.)

No. 247. Santa Ana, Rizal. Claim for rental and damages to church and convent, amounting to ₱11,407.

We recommend payment of rent, seven months, at ₱125 per month, ₱875; damages, ₱500; total, ₱1,375.

(Exhibits 523.)

No. 248. Pateros, Rizal. Claim for damages to church and convent by fire, and effects of same, amounting to ₱76,670.

We recommend that nothing be paid, the destruction being an incident of war.

(Exhibit 524.)

No. 249. Hermosa, Bataan. Claim for rental and damages to convent, amounting to ₱1,998.*

We recommend payment of rent, seventeen months, at ₱35 per month, ₱595; damages, ₱200; total, ₱795.

(Exhibits 525, 526.)

No. 250. Orion, Bataan. Claim for rental and damages to church, convent, and cemetery, amounting to ₱5,325.50.

We recommend payment of rent, eighteen months, at ₱120 per month, ₱2,160; damages, ₱200; total ₱2,360.

(Exhibits 527, 528.)

No. 251. Sampaloc, Manila. Claim for rental and damages to cemetery, amounting to ₱500.

We recommend payment of rent, ₱260; no damages; total, ₱260.
(Exhibits 529, 530.)

No. 252. San Miguel, Manila. Claim for damages to cemetery, amounting to ₱300.

We recommend that nothing be paid, damages being an incident of war.
(Exhibits 530, 531.)

No. 253. Santa Cruz, Manila. Claim for damages to cemetery, amounting to ₱2,000.

We recommend that nothing be paid, damages being an incident of war.
(Exhibits 532, 533.)

No. 254. Binondo, Manila. Claim for rental and damages to chapel and cemetery, amounting to ₱1,548.34.

We recommend payment of rent, ₱748.34; no damages.
(Exhibits 534, 535.)

No. 255. Apalit, Pampanga. Claim for rental and damages to convent, amounting to ₱5,975.

We recommend payment of rent, twenty-seven months, at ₱80 per month, ₱2,160; damages, ₱116; total, ₱2,276.

(Exhibits 536, 537.)

No. 256. Paco, Manila. Claim for damages to church, convent, and effects, amounting to ₱300,000 (amount of ₱554,785, as stated in Exhibit B, was taken from an abstract and is incorrect).

We recommend that nothing be paid.
(Exhibits B, C, and 538, 539.)

No. 257. Hagonoy, Bulacan. Claim for rent and damages to convent, amounting to ₱8,500.

We recommend payment of rent, twenty-five and one-half months, at ₱80 per month, ₱2,040; damages, ₱1,500; total, ₱3,540.

(Exhibits 540-542.)

No. 258. Beaterio, Manila. Claim for rent and damages to building amounting to ₱4,480.65.

We recommend payment of rent, twelve months, at ₱200 per month, ₱2,400; damages, ₱500; total, ₱2,900.

(Exhibits 543-545.)

No. 259. Ormoc, Leyte. Claim for rent of convent amounting to ₱16.67.

We recommend that this amount be paid.
(Exhibits 546, 547.)

No. 260. Butuan, Surigao. Claim for damages by fire and loot of church amounting to ₱560.

We recommend that nothing be paid, as one was act of war, the other wanton.

(Exhibit 548.)

No. 261. Tanauan, Batangas. Claim for rent and damages to church and convent amounting to ₱18,973.26.

We recommend payment of rent: Convent, forty months, at ₱120 per month, ₱4,800; church, four months, at ₱70 per month, ₱280; addition, thirty-six months, at ₱30 per month, ₱1,080; cemetery, thirty-six months, at ₱10 per month, ₱360; damages, ₱6,500; total, ₱13,020.

(Exhibits 549-552.)

No. 262. Naujan, Mindoro. Claim for rent and damages to convent amounting to ₱3,535.

We recommend payment of rent, thirteen months, at ₱20 per month, ₱260; damages, ₱240; total, ₱500.

(Exhibits 553, 554.)

No. 263. Alfonso, Cavite. Claim for rent of convent amounting to ₱250.

We recommend that nothing be paid, as claim is one against the insular government.

(Exhibit 555.)

No. 264. Talisay, Batangas. Claim for damages to church convent, and effects by fire, amounting to ₱3,534.75.

We recommend that nothing be paid.

(Exhibits 556, 557.)

No. 265. Calamba, Laguna. Claim for rent and damages to convent amounting to ₱10,744.

We recommend payment of rent, 45 months, at ₱70 per month, ₱3,150; damages, ₱400; total, ₱3,550.

(Exhibits 558-562.)

No. 266. Davao, Mindanao. Claim for rent and damages to convent amounting to ₱1,200.

We recommend payment of rent, nine months, at ₱65 per month, ₱585; damages, ₱75; total, ₱660.

(Exhibits 563-567.)

No. 267. Catmon, Cebu. Claim for rent and damages to church amounting to ₱1,719.55.

We recommend payment of rent, ₱800; damages, ₱200; total, ₱1,000.

(Exhibits 568, 569.)

No. 268. Tanay, Rizal. Claim for rent and damages to church and convent amounting to ₱13,640.

We recommend payment of rent, February 12, 1900, to October 12, 1905, sixty-eight months, at ₱75 per month, ₱5,100; damages, ₱1,000; total, ₱6,100.

(Exhibits 570-574.)

The board thereupon adjourned to meet at the call of the president, from day to day.

J. W. MOORE,
First Lieutenant, Second Cavalry.

HEADQUARTERS PHILIPPINES DIVISION,
Manila, P. I., January 15, 1906.

The board met pursuant to adjournment.

Present: All the members.

The board then proceeded to consider and pass upon the following cases:

No. 269. Cavinti, Laguna. Claim for rent and damages to church property, amounting to ₱850.

We recommend payment of rent, ₱420; damages, ₱50; total, ₱470.

(Exhibits 575, 576.)

No. 270. Louisiana, Laguna. Claim for rent and damages to church property, amounting to ₱400.

We recommend payment of rent, ₱350; no damages.

(Exhibits 577, 578.)

No. 271. Pila, Laguna. Claim for rent and damages to church property, amounting to ₱5,940.

We recommend payment of rent, ₱1,120; damages, ₱100; total, ₱1,220.

(Exhibits 579, 580.)

No. 272. Mandaue, Cebu. Claim for damages, amounting to ₱1,935.

We recommend that nothing be paid.

(Exhibits 581-583.)

No. 273. Tuburan, Cebu. Claim for rent and damages to church property, amounting to ₱680.

We recommend payment of rent, ₱510; no damages.

(Exhibits 584, 585.)

No. 274. Borbon, Cebu. Claim for rent and damages to church property, amounting to ₱5,760.

We recommend payment of rent, ₱250; no damages.

(Exhibits 586, 587.)

No. 275. Loreto, Dinagat Island. Claim for damages, amounting to ₱27,000.

We recommend that nothing be paid.

(Exhibit 588.)

No. 276. Candalaria, Tayabas. Claim for rent and damages to church property, amounting to ₱899.

We recommend payment of rent, ₱300; damages, ₱100; total, ₱400.

(Exhibits 589, 590.)

- No. 277. Pagbilao, Tayabas. Claim for rent and damages to church property, amounting to ₱3,675.
We recommend payment of rent, ₱2,220; damages, ₱200; total, ₱2,420. (Exhibits 591, 592.)
- No. 278. Maragondon, Cavite. Claim for rent and damages to church property, amounting to ₱2,000.
We recommend payment of rent, ₱800; no damages. (Exhibits 593-596.)
- No. 279. Tayug, Pangasinan. Claim for rent and damages to church property, amounting to ₱8,366.50.
We recommend payment of rent, ₱2,700; no damages. (Exhibits 597-599.)
- No. 280. Asingan, Pangasinan. Claim for rent and damages to church property, amounting to ₱5,300.
We recommend payment of rent, ₱600; no damages. (Exhibits 600-602.)
- No. 281. San Jacinto, Pangasinan. Claim for rent and damages to church property, amounting to ₱11,912.75.
We recommend payment of rent, ₱1,265; damages ₱1,300; total, ₱2,565. (Exhibits 603-605.)
- No. 282. San Idefonso, Ilocos Sur. Claim for damages to church property, amounting to ₱1,018.56.
We recommend payment of damages, ₱500. (Exhibits 606, 607.)
- No. 283. San Esteban, Ilocos Sur. Claim for rent and damages to church property, amounting to ₱978.
We recommend payment of rent, ₱440; damages, ₱150; total, ₱590. (Exhibits 608, 609.)
- No. 284. Victoria, Tarlac. Claim for rent and damages to church property, amounting to ₱3,640.
We recommend payment of rent, ₱1,300; no damages. (Exhibits 610-613.)
- No. 285. Cuenca, Batangas. Claim for rent and damages to church property, amounting to ₱638.25.
We recommend the payment of rent, ₱270; damages, ₱50; total, ₱320. (Exhibits 614, 615.)
- No. 286. Batangas, Batangas. Claim for rental and damages to church and convent, amounting to ₱11,199.35.
We recommend payment of rent, ₱4,725; no damages. (Exhibits 616-629.)
- No. 287. Zumarraga, Samar. Claim for rental and damages to convent, amounting to ₱397.
We recommend the payment of rent, ₱80; no damages. (Exhibits 630-632.)
- No. 288. Manaoag, Pangasinan. Claim for rental and damages to church and convent, amounting to ₱4,774.
We recommend the payment of rent, twenty-six months, at ₱75 per month, ₱1,950; damages, ₱400; total, ₱2,350. (Exhibits 633-640.)
- No. 289. San Manuel, Pangasinan. Claim for damages to church and convent, amounting to ₱500.
We recommend payment of damages ₱200. (Exhibits 614-645.)
- No. 290. Taal, Batangas. Claim for rental and damages to church and convent, amounting to ₱18,885.
We recommend the payment of rent, old church and convent, forty-two months, at ₱35 per month, ₱1,470; new church and convent, forty-two months, at ₱90 per month, ₱3,780; corral, forty-two months, at ₱12.50 per month, ₱525; total for rent, ₱5,775; damages, ₱850. Total, ₱6,625. (Exhibits 646-652.)
- No. 291. Tiaong, Tayabas. Claim for rental and damages to church and convent, amounting to ₱3,930.
We recommend payment of rent, twenty-four months, at ₱100 per month, ₱2,400; no damages. (Exhibits 653-657.)

- No. 292. Ibaan, Batangas. Claim for rental and damages to church and convent, amounting to ₱1,834.
We recommend payment of rent, twenty-five months, at ₱50 per month, ₱1,250; no damages.
(Exhibits 658-662.)
- No. 293. Quingua, Bulacan. Claim for rental and damages to church and convent, amounting to ₱3,335.
We recommend payment of rent, church, two months, at ₱40 per month, ₱80; convent, thirty-four months, at ₱50 per month, ₱1,700; damages, ₱300; total, ₱2,080.
(Exhibits 663-665.)
- No. 294. Binalonan, Pangasinan. Claim for rental and damages to convent, amounting to ₱6,200.
We recommend payment of rent, twenty-seven months, at ₱60 per month, ₱1,620; damages, ₱2,100; total, ₱3,720.
(Exhibits 666-674.)
- No. 295. Taysan, Batangas. Claim for rent and damages to convent, amounting to ₱929.
We recommend payment of rent, ₱375; no damages.
(Exhibits 675-677.)
- No. 296. Bamban, Tarlac. Claim for rental and damages, church and convent, amounting to ₱1,385.
We recommend payment of rent, forty-one months, at ₱25 per month, ₱1,025; damages, ₱100; total, ₱1,125.
(Exhibits 678-681.)
- No. 297. Pamplona, Ambos Camarines. Claim for damages to convent, amounting to ₱576.
We recommend that nothing be paid.
(Exhibits 682, 683.)
- No. 298. Naga, Ambos Camarines. Claim for rental and damages to convent, amounting to ₱5,248.
We recommend payment of rent, ₱900; damages, ₱160; total, ₱1,060.
(Exhibits 684-691.)
- No. 299. San Francisco de Malabon, Cavite. Claim for rental and damages to church and convent, amounting to ₱10,868.
We recommend payment of rent, forty-five months, at ₱150 per month, ₱6,750; no damages.
(Exhibits 692-695.)
- No. 300. Dumanjug, Cebu. Claim for rental and damages to church and convent, amounting to ₱1,840.
We recommend payment of rent, twelve months, at ₱45 per month, ₱540; no damages.
(Exhibits 696-701.)
- No. 301. Tigaon, Ambos Camarines. Claim for rent and damages to church and convent, amounting to ₱3,553.
We recommend payment of rent, fifteen months, at ₱60 per month, ₱900; damages, ₱700; total, ₱1,600.
(Exhibits 702-705.)
- No. 302. Pagsanjan, Laguna. Claim for rental and damages to church and convent, amounting to ₱8,911.
We recommend payment of rent for convent, twenty-nine months, at ₱70 per month, ₱2,030; for church, four months, at ₱50 per month, ₱200; damages, ₱450; total, ₱2,680.
(Exhibits 706-709.)
- No. 303. Sampaloc, Tayabas. Claim for rental and damages to church, amounting to ₱1,885.50.
We recommend payment of rent, five months, at ₱20 per month, ₱100; damages, ₱50; total, ₱150.
(Exhibits 710, 711.)
- No. 304. Pitogo, Tayabas. Claim rental for convent, amounting to \$140.
We recommend payment of rent, seven months, at ₱10 per month, ₱70.
(Exhibits 712-715.)
- No. 305. Santa Maria, Laguna. Claim for rental and damage to convent, amounting to ₱1,431.
We recommend payment of rent, ten months, at ₱30 per month, ₱300; no damage; total, ₱300.
(Exhibits 716-720.)

- No. 306. Laoag, Ilocos Norte. Claim for rental and damages to church and convent, amounting to ₱67,068.25.
We recommend payment of rent, thirty-six months, at ₱200 per month, ₱7,200; damages, ₱400; total, ₱7,600.
(Exhibits 721-725.)
- No. 307. Cavite Viejo, Cavite. Claim for rental and damages to church and convent, amounting to ₱10,700.
We recommend payment of rent for yard, nineteen months, at ₱12 per month, ₱228; no damages; total, ₱228.
(Exhibits 726-729.)
- No. 308. Calauan, Laguna. Claim for rental and damages to convent, amounting to ₱1,925.
We recommend payment of rent, six months, at ₱25 per month, ₱150; damages, ₱200; total, ₱350.
(Exhibits 730-734.)
- No. 309. Bacoor, Cavite. Claim for rental and damages to church and convent, amounting to ₱17,600.
We recommend payment of rent, twenty months, at ₱60 per month, ₱1,200; damages, ₱1,500; total, ₱2,700.
(Exhibits 735-742.)
- No. 310. Burauen, Leyte. Claim for rental and damages to church and convent, amounting to ₱5,025.
We recommend payment of rent, ₱100; no damages; total, ₱100.
(Exhibits 743, 744.)
- No. 311. Basey, Samar. Claim for rental and damages to church and convent, amounting to ₱17,624.
We recommend payment of rent, ₱2,100; no damages; total, ₱2,100.
(Exhibits 745-752.)
- No. 312. Cagayan, Mindanao. Claim for rental and damages to church and convent, amounting to ₱3,317.
We recommend payment of rent, ten months, at ₱40 per month, ₱400; damages, ₱150; total, ₱550.
(Exhibits 753-755.)
- No. 313. Santiago, Ilocos Sur. Claim for rental and damages to church and convent, amounting to ₱1,015.
We recommend payment of rent, eight months, at ₱30 per month, ₱240; damages, ₱75; total, ₱315.
(Exhibits 756-759.)
- No. 314. Lumban, Laguna. Claim for rental and damages to church and convent, amounting to ₱3,670.
We recommend payment of rent, seventeen months, at ₱80 per month, ₱1,360; damages, ₱300; total, ₱1,660.
(Exhibits 760, 761.)
- No. 315. Tayabas, Tayabas. Claim for rental and damages to church and convent, amounting to ₱2,470.
We recommend payment of rent, twenty-four months, at ₱50 per month, ₱1,200; no damages; total, ₱1,200.
(Exhibits 762-764.)
- No. 316. Maripipi, Leyte. Claim for destruction of church and convent by fire; no estimate of value.
We recommend nothing to be paid, the destruction being an incident of warfare.
(Exhibit 765.)
- No. 317. San Juan del Monte, Rizal. Claim for rental and damages to church and convent, amounting to ₱14,545.
We recommend payment of rent, twenty-four months, at ₱50 per month, ₱1,200; no damages. Total, ₱1,200.
(Exhibits 766-770.)
- No. 318. Jassan, Mindanao. Claim rent in sum of ₱150.
We recommend payment of rent, four months, at ₱30 per month, ₱120.
(Exhibits 771, 772.)
- No. 319. San Leonardo, Nueva Ecija. Claim for rental and damages to church and convent, amounting to ₱1,320.
We recommend payment of rent, ₱1,000; no damages.
(Exhibits 773, 774.)

- No. 320. Torrijos, Marinduque. Claim for rental and damages to church and convent, amounting to ₱695.
We recommend payment of rent for church, ₱40; for convent, ₱150; damages, ₱50; total, ₱240.
(Exhibits 775, 776.)
- No. 321. Paracale, Ambos Camarines. Claim for rental and damages to church and convent, amounting to ₱1,900.
We recommend payment of rent, twenty months, at ₱25 per month, ₱500; damages, ₱100; total, ₱600.
(Exhibits 777-779.)
- No. 322. Malitbog, Leyte, Matalom, Leyte. Claim for ₱4,157.03, money of church seized by the Insurgent Lukban in 1899.
We recommend that nothing be paid.
(Exhibits (B and C, 780-782.)
- No. 323. Dapitan, Mindanao. Claim damages to convent, amounting to ₱514.
We recommend payment of ₱50 as damages; no rent.
(Exhibits 783-785.)
- No. 324. Alabat, Tayabas. Claim for rental of convent, ₱101.46.
We recommend that nothing be paid.
(Exhibits 786-788.)
- No. 325. Pandan, Albay. Claim for rental of convent, amounting to ₱377.
We recommend that nothing be paid.
(Exhibit 789.)
- No. 326. Minalabag, Ambos Camarines. Claim for rental and damages to convent, amounting to ₱765.
We recommend that nothing be paid.
(Exhibit 790.)
- No. 327. Angadanan, Isabela. Claim for damages to church and convent, amounting to ₱620.
We recommend payment of damages ₱250; no rent.
(Exhibits 791-795.)
- No. 328. Bagabag, Nueva Vizcaya. Claim for rent of convent, twenty-four and one-half months, at ₱150 per month, ₱3,675.
We recommend payment of rent, twenty-four and one-half months, at ₱75 per month, ₱1,837.50; no damages.
(Exhibits 796-800.)
- No. 329. Dupax, Nueva Vizcaya. Claim for rent of convent, thirteen months, at ₱150 per month, ₱1,950.
We recommend payment of rent, thirteen months, at ₱65 per month, ₱845; no damages.
(Exhibits 800-802.)
- No. 330. Solano, Nueva Vizcaya. Claim for rent of convent, twenty-four and one-half months, at ₱50 per month, ₱1,225.
We recommend payment of rent, twenty-four months, at ₱25 per month, ₱600.
(Exhibits 800, 803, 804.)
- No. 331. Rosales, Nueva Ecija. Claim for rent and damages to church and convent, amounting to ₱92,900.
We recommend payment of rent, sixteen months, at ₱100 per month, ₱1,600; no damages.
(Exhibits 805-807.)
- No. 332. Santa Maria, Isabela. Claim for rent and damages to church and convent, amounting to ₱1,976.
We recommend payment of rent, fifteen months, at ₱33.33 $\frac{1}{3}$ per month, ₱500; damages, ₱160; total, ₱660.
(Exhibits 808-812.)
- No. 333. Calabanga, Ambos, Camarines. Claim for damages to church and convent, amounting to ₱1,915.
We recommend payment as damages, ₱750; no rent.
(Exhibits 813-815.)
- No. 334. Libmanan, Ambos Camarines. Claim for damages to church and convent, amounting to ₱5,530.
We recommend that nothing be paid. (See case 44.)
(Exhibits 816, 817.)
- No. 335. Maynit, Mindanao. Claim rent and damages to church and convent, amounting to ₱674.
We recommend payment of rent; ₱90; no damages.
(Exhibits 818-820.)

- No. 336. San Quentin, Pangasinan. Claim rent for convent, amounting to ₱4,800.
We recommend payment of rent, twenty-four months, at ₱55 per month, ₱1,320; no damages.
(Exhibits S21, S22.)
- No. 337. Pasacao, Ambos Camarines. Claim rent and damages to church and convent, amounting to ₱1,610.
We recommend payment of rent, ten months, at ₱30 per month, ₱300; damages, ₱300; total, ₱600.
(Exhibits S23, S24.)
- No. 338. Gumaca, Tayabas. Claim rent and damages to convent, amounting to ₱6,428.
We recommend payment of rent, twelve months, at ₱35 per month, ₱420; damages, ₱25; total, ₱445.
(Exhibits S25-S27.)
- No. 339. Pilar, Abra. Damages to church and convent, amounting to ₱6,697.
We recommend nothing be paid.
(Exhibits S28, S29.)
- No. 340. San José, Abra. Claim for rent and damages to church, amounting to ₱700.
We recommend payment of rent, ₱20; damages, ₱80; total, ₱100.
(Exhibits S30-S33.)
- No. 341. Ville Vieja, Abra. Claim for rent and damages to church and convent, amounting to ₱3,090.
We recommend payment of rent, ₱550; no damages.
(Exhibits S34-S41.)
- No. 342. Nueva Caceres, Ambos Camarines. Claim for rent and damages to Episcopal palace, seminary, corral, San Felipe, cemetery, etc., amounting to ₱46,059.07.
We recommend payment as follows: Rent, palace, thirty-seven months, at ₱400, ₱14,800; damages, palace, ₱640; rent, cemetery, ₱664; rent, seminary, twenty-six months, at ₱220, ₱5,720; rent, corral, forty-five months, at ₱35, ₱1,575; rent, San Felipe, sixteen months, at ₱16, ₱256; damages, seminary, corral, etc., ₱565; total, ₱24,220.
(Exhibits S42-S77.)
- No. 343. San Mateo, Rizal. Claim for rent and damages to convent, amounting to ₱11,279.
We recommend payment of rent, fifty-four months, at ₱60 per month, ₱3,240; damages, ₱100; total, ₱3,340.
(Exhibits S78-S81.)
- No. 344. Montalban, Rizal. Claim for rent and damages to church, amounting to ₱655.
We recommend payment of rent, six months, at ₱50 per month, ₱300; no damages.
(Exhibit S82.)
- No. 345. Mariquina, Rizal. Claim damages to church and convent, amounting to ₱71,193.50.
We recommend that nothing be paid.
(Exhibit S83.)
- No. 346. Indang, Cavite. Claim for rent of convent, amounting to ₱5,220.
We recommend payment of rent, thirty and one-half months, at ₱50 per month, ₱1,525 (₱950 properly a claim against the insular government).
(Exhibits S84-S86.)
- No. 347. Lilio, Laguna. Claim for damages to church and convent, amounting to ₱5,413.40.
We recommend that nothing be paid.
(NOTE.—We recommend that the statement against Captain Stamper be investigated.)
(Exhibit S87.)
- No. 348. Longos, Laguna. Claim for rent and damages to convent, amounting to ₱650.
We recommend payment of rent, six months, at ₱20 per month, ₱120; no damages.
(Exhibits S88-S89.)

No. 349. Majayjay, Laguna. Claim for rent and damages to church and convent, amounting to ₱11,349.14.

We recommend payment as follows: Rent, convent, thirty months, at ₱80, ₱2,400; rent, church, six months, at ₱40, ₱240; rent, school, eighteen months, at ₱25, ₱450; damages, ₱250; total, ₱3,340.

(Exhibits 890-894.)

No. 350. Vigan, Ilocos Sur. Claim for rent and damage to palace, seminary, girls' school, and corral, amounting to ₱67,500.80.

We recommend payment as follows: Palace, rent, twenty months, at ₱175 per month, ₱3,500; palace, damages, ₱1,200; seminary, rent, thirty-seven months, at ₱200 per month, ₱7,400; seminary (no damages); girls' school, rent, thirty-seven months, at ₱175, ₱6,475; girls' school, damages, ₱1,200; corral, rent of grounds, thirty-seven months, at ₱30, ₱1,110; total, ₱20,885.

(Exhibits 895-951.)

No. 351. Goa, Ambos Camarines. Claim for rent and damages to church and convent, amounting to ₱6,526.90.

We recommend payment of rent, eighteen months, at ₱100 per month, ₱1,800; damages, ₱2,200; total, ₱4,000.

(Exhibits 952-955.)

No. 352. Tagoloan, Misamis, and Santa Ana, Misamis. Claim for rent, church and convent, ₱488.29.

We recommend payment of rent, ₱400.

(Exhibit 956.)

No. 353. Ligao, Albay. Claim for rent and damages to church and convent, amounting to ₱5,940.

We recommend payment as follows: Church, rent, three months, at ₱30 per month, ₱90; convent, rent, nineteen months, at ₱125 per month, ₱2,375; damages, ₱1,000; total, ₱3,465.

(Exhibits 957-959.)

No. 354. Catabalogan, Samar. Claim for rent, amounting to ₱600.

We recommend payment of rent, three months, at ₱100 per month, ₱300; total, ₱300.

(Exhibits 960-962.)

No. 355. Calbiga, Samar. Claim rent and damages to church and convent, amounting to ₱8,450.

We recommend payment of rent, ten months, at ₱80 per month, ₱800; no damages.

(Exhibit 963.)

No. 356. Aloran, Misamis. Claim for rent and damages to church property, amounting to ₱920.

We recommend payment of rent, eight months, at ₱40 per month, ₱320; damages, ₱200; total, ₱520.

(Exhibits 964-965.)

No. 357. Magaldan, Pangasinan. Claim for rent and damages to church and convent, amounting to ₱2,665.

We recommend payment of rent, thirty-one and one-half months, at ₱25 per month, ₱787.50; no damages.

(Exhibits 966-971.)

No. 358. Concepcion, Tarlac. Claim for rent and damages to convent, amounting to ₱3,986.

We recommend payment of rent, twenty-six months, at ₱60 per month, ₱1,460; damages, ₱150; total, ₱1,610.

(Exhibits 972-974.)

No. 359. San Nicolas, Pangasinan. Claim for rent and damages to church, amounting to ₱630.

We recommend payment of rent, one month, at ₱50; no damages.

(Exhibits 975-978.)

No. 360. Hilongos, Leyte. Claim for rent and damages, church and convent, amounting to ₱205,050.

We recommend payment of rent, seven months, at ₱100 per month, ₱700; no damages. (Even if substantiated and act of war; but American troops left January 19, 1901.)

(Exhibit 979.)

No. 361. Tuguegarac, Cagayan. Claim for rent and damages, convent, house, and storehouse, amounting to ₱8,470.

We recommend payment of rent as follows: Convent, thirty-three months, at ₱110 per month, ₱3,630; house, twenty-five months, at ₱50 per month,

- ₱1,250; storehouse, twenty-six months, at ₱5 per month, ₱130; total, ₱5,010; no damages.
(Exhibits 980-986.)
- No. 362. Tubugan, Iloilo. Claim for damages by looting church and convent, amounting to ₱32,344.
We recommend that nothing be paid, for even if claim was substantiated it was the unlawful acts of the service.
(Exhibits 987-992.)
- No. 363. Calinog, Iloilo. Claim for damages to church and convent, amounting to ₱9,720.
We recommend that nothing be paid. Even if substantiated, it would be an act of war.
(Exhibits 993-997.)
- No. 364. Lambunac, Iloilo. Claim for damages to church and convent, amounting to ₱11,053.41.
We recommend that nothing be paid. Even if substantiated, it would be an act of war.
(Exhibits 998-1001.)
- No. 365. Pototan, Iloilo. Claim for rent and damages to convent, amounting to ₱1,750.
We recommend payment of rent, twenty-nine months, at ₱50 per month, ₱1,450; damages, ₱150; total, ₱1,600.
(Exhibits 1002-1005.)
- No. 366. Bacolod, Negros. Claim for rent and damages, church and convent, amounting to ₱17,039.94.
We recommend payment of rent, forty-three months, at ₱200 per month, ₱8,600; damages, ₱500; total, ₱9,100.
(Exhibits 1006-1013.)
- No. 367. Tanjay, Negros. Claim for rent and damages, church and convent, amounting to ₱560.
We recommend payment of rent, seven months, at ₱50 per month, ₱350; no damages.
(Exhibits 1014-1018.)
- No. 368. Bugasong, Antique. Claim for rent, church and convent, amounting to ₱3,300.
We recommend payment of rent, twenty-two months, at ₱60 per month, ₱1,320; no damages.
(Exhibits 1019-1022.)
- No. 369. Maasin, Iloilo. Claim for rent and damages, church and convent, amounting to ₱2,000.
We recommend payment of rent, thirteen months, at ₱50 per month, ₱650; damages, ₱250; total, ₱900.
(Exhibits 1023-1031.)
- No. 370. Cabatuan, Iloilo. Claim for rent and damages, church and convent, amounting to ₱4,450.
We recommend payment of rent, twenty-four months, at ₱75 per month, ₱1,800; no damages.
(Exhibits 1032-1037.)
- No. 371. Mandurriao, Iloilo. Claim for damages church effects, amounting to ₱405.
We recommend that nothing be paid. Even if substantiated, it would be a case of looting.
(Exhibits 1038-1042.)
- No. 372. Alimodian, Iloilo. Claim damages to church property, amounting to ₱267.
We recommend that nothing be paid. Even if substantiated, it would be a case of looting.
(Exhibits 1043-1046.)
- No. 373. Duenas, Iloilo. Claim for damages to convent and effects by fire, amounting to ₱5,615.
We recommend that nothing be paid. Even if substantiated, it would be an act of war.
(Exhibits 1047-1050.)
- No. 374. La Castellana, Negros. Claim for rent and damages to convent amounting to ₱5,875.
We recommend payment of rent three months, ₱25 per month, ₱75; no damages.
(Exhibits 1051-1056.)

No. 375. Murcia, Negros. Claim for rent and damages to church property, amounting to ₱854.75.

We recommend payment of rent six months, at ₱20 per month, ₱120; no damages.

(Exhibits 1057-1064.)

No. 376. Isabella, Negros. Claim for rent and damages to priest house and convent, amounting to ₱3,027.25.

We recommend payment for rent of priest house thirty-four months, at ₱20 per month, ₱680; rent of convent seven months, at ₱20 per month, ₱140; total rent, ₱820; no damages.

(Exhibits 1065-1072.)

No. 377. Jinigaran, Negros. Binalbagan, Negros. Claim for rent and damages to convent, amounting to ₱1,250.

We recommend payment of rent twelve months, at ₱40 per month, ₱480; damages, ₱250; total, ₱730.

(Exhibits 1073-1079.)

No. 378. Passi, Iloilo. Claim for damages to church and convent, amounting to ₱695.

We recommend nothing be paid, even if substantiated. It was the result of the looting.

(Exhibits 1080-1082.)

No. 379. Jaro, Iloilo. Claim for rent and damage to seminary, palace, hospital, convent, and cathedral, amounting to ₱117,899.

We recommend following: Rent of seminary thirty-four months, at ₱600, ₱20,400; damages to seminary, ₱2,840; rent of palace thirty-six months, at ₱100, ₱3,600; damages to palace, ₱1,100; rent of hospital seven months, at ₱100, ₱700; damages to hospital; convent rent for ten months, at ₱100, ₱1,000; damages to convent, ₱500; total, ₱30,140.

(Exhibits 1083-1109.)

No. 380. Lingayad, Pangasinan. Claim for rent and damages to convent, amounting to ₱9,874.26.

We recommend payment of rent thirty-six months, at ₱125 per month, ₱4,500; damages, ₱500; total, ₱5,000.

(Exhibits 1110-1112.)

No. 381. Umingan, Pangasinan. Claim for rent of church and convent, amounting to ₱5,600.

We recommend payment of rent fourteen months, at ₱100 per month, ₱1,400.

(Exhibits 1113, 1114.)

No. 382. Dagami, Pastrana, Tabontabon, Leyte. Claim for damages and rent, amounting to ₱8,049.

We recommend payment of rent for fifteen months, at ₱150, ₱2,275; no damages.

(Exhibits 1115-1118.)

No. 383. Loay, Bohol. Claim for rent and damage, church and convent, amounting to ₱13,330.

We recommend payment of rent, ₱330; no damages.

(Exhibits 1119-1121.)

No. 384. Johonga, Surigao. Claim for rent and damages for church and convent, amounting to ₱3,744.

We recommend payment of rent, ₱210; no damages.

(Exhibit 1122.)

No. 385. Tarangnan, Samar. Rent and damages, church and convent, amounting to ₱105.50.

We recommend this be paid.

(Exhibits 1123, 1124.)

No. 386. Tabogan, Cebu. Rent and damages, church and convent, amounting to ₱3,286.

We recommend payment of rent, ₱280; no damages.

(Exhibits 1125, 1126.)

No. 387. Catanuan, Tayabas. Claims damages, church property, amounting to ₱500.

We recommend damages, ₱350.

(Exhibit 1127.)

No. 388. Palapag, Samar. Claims damages to church, amounting to ₱2,000.

We recommend that nothing be paid; troops occupied municipal buildings only.

(Exhibit 1128.)

- No. 389. Oquendo, Samar. Claims damages to church and convent, amounting to ₱13,842.
We recommend damages, ₱3,000.
(Exhibit 1129.)
- No. 390. Albay, Albay. Claims rent and damages, convent, amounting to ₱6,408.
We recommend payment of rent five months, at ₱150 per month, ₱750; no damages.
(Exhibits 1130-1132.)
- No. 391. Mauban, Tayabas. Claims rent and damages to convent, amounting to ₱2,150.
We recommend payment of rent, twenty-seven months, at ₱40 per month, ₱1,080; damages, ₱400; total, ₱1,480.
(Exhibits 1133-1135.)
- No. 392. Segod, Cebu. Damages to church and property by fire, amounting to ₱30,643.38.
We recommend that nothing be paid; act of war.
(Exhibits 1136-1139.)
- No. 393. San Jose, Ambos Camarines. Claim for rent, church property, amounting to ₱1,800.
We recommend payment of rent for eighteen months, at ₱100 per month; total, ₱1,800.
(Exhibits 1140, 1141.)
- No. 394. Lagonoy, Ambos Camarines. Claim rent and damages to convent, amounting to ₱2,212.
We recommend payment of rent for fourteen months, at ₱50 per month, ₱700; damages, ₱250; total, ₱950.
(Exhibits 1142-1145.)
- No. 395. Janiuay, Iloilo. Claim rent, convent, amounting to ₱1,000.
We recommend that this be paid.
(Exhibits 1146-1148.)
- No. 396. Jimamailan, Negros. Claim rent, convent, amounting to ₱960.
We recommend that this be paid.
(Exhibits 1148-1149.)
- No. 397. Cadiz, Negros. Claim rent, convent, amounting to ₱1,680.
We recommend payment of rent, sixteen months, at ₱50 per month, ₱800.
(Exhibits 1150, 1151.)
- No. 298. Manapla, Negros. Claim rent of convent, amounting to ₱1,920.
We recommend payment of rent twenty-four months, at ₱50 per month, ₱1,200.
(Exhibits 1151-1153.)
- No. 399. Saravia, Negros. Claim for rent of convent, amounting to ₱1,800.
We recommend payment of rent, fourteen months, at ₱40 per month, ₱560.
(Exhibits 1154-1151.)

The board then proceeded to consider the letters and papers submitted by Bishop Dougherty referring to case No. 85, Magsingal, Ilocos Sur; case No. 101, Mamacpacan, Union; and case No. 110, Dolores, Abra. After full consideration, the board adheres to its former findings and recommendations.

- (Exhibits 1155-1165.)
- No. 400. Bacon, Sorsogon. Claim rent of church, amounting to ₱360.
We recommend that nothing be paid.
(Exhibits 1166, 1167.)
- No. 401. Daraga, Albay. Claim rent and damages, church and convent, amounting to ₱86,858.
We recommend payment for rent of church for fourteen months, at ₱70 per month; no rent for convent; no damages; total, ₱980.
(Exhibits 1167, 1168.)
- No. 402. Capalouga, Sorsogon. Claim damage to church property, amounting to ₱5,450.
We recommend that nothing be paid. Even if substantiated it would be a case of looting.
(Exhibit 1167.)

No. 403. Jiabong, Samar. Claim rent and damages, church and convent, amounting to ₱12,261.

We recommend payment of rent, sixteen months, at ₱20 per month, ₱320; damages, ₱1,000; total, ₱1,320.

(Exhibits 1169-1171.)

No. 404. Indan, Ambos Camarines. Claim rent and damage to church property, amounting to ₱5,353.

We recommend that nothing be paid. Building not occupied.

(Exhibits 1172-1176.)

No. 405. Santa Cruz, Cavite. Claim rent and damages, church and convent, amounting to ₱6,275.

We recommend payment of rent, forty-three months, at ₱60 per month, ₱2,580; damages, ₱600; total, ₱3,180.

(Exhibits 1177-1179.)

No. 406. Rosario, Cavite. Claim rent and damages, church and convent, amounting to ₱7,350.

We recommend payment of rent, fourteen months, at ₱20 per month, ₱280; damages, ₱1,050; total, ₱1,330.

(Exhibits 1180-1182.)

No. 407. Nagcarlan, Laguna. Claim for rent and damages, church and convent, amounting to ₱6,148.

We recommend payment of rent for twenty months, at ₱75 per month, ₱1,500; damages, ₱500; total, ₱2,000.

(Exhibit 1183.)

Recapitulation.

Amount claimed..... ₱4, 885, 926. 26

Amount recommended:

Rent..... ₱579, 598. 87

Damages..... 110, 093. 50

Total..... 689, 692. 37

Per cent, 14.11.

Additional allowances, per Exhibit D:

Rent..... 34, 158. 00

Damages..... 2, 210. 00

Total..... 36, 368. 00

Aggregate allowance, Philippine currency..... 726, 060. 37

Aggregate allowance, United States currency..... \$363, 030. 19

The following cases are included in this report in accordance with the instructions of the division commander, dated September 28, 1905 (Exhibit D):

| | City. | Province. | Rent. | Damages. | Total. |
|----------|--------------------|---------------------|---------|----------|---------|
| No. 408. | Silay..... | Negros..... | ₱1, 940 | ..... | ₱1, 940 |
| No. 409. | Concepcion..... | Lepanto-Bontoc..... | 102 | ..... | 102 |
| No. 410. | Carrangian..... | Nueva Ecija..... | 180 | ₱50 | 230 |
| No. 411. | Cuyapo..... | do..... | 720 | ..... | 720 |
| No. 412. | Dasol..... | Zambales..... | 600 | ..... | 600 |
| No. 413. | Bantoc..... | Lepanto-Bontoc..... | 112 | ..... | 112 |
| No. 414. | Agno..... | Zambales..... | 525 | ..... | 525 |
| No. 415. | Balincaguin..... | do..... | 630 | ..... | 630 |
| No. 416. | Antipolo..... | Rizal..... | 150 | ..... | 150 |
| No. 417. | Liloan..... | Cebu..... | 520 | ..... | 520 |
| No. 418. | Danao..... | do..... | 520 | ..... | 520 |
| No. 419. | Botolan..... | Zambales..... | 1, 200 | ..... | 1, 200 |
| No. 420. | Carcar..... | Cebu..... | 180 | ..... | 180 |
| No. 421. | San Juan..... | Batangas..... | 1, 600 | ..... | 1, 600 |
| No. 422. | Guinayangan..... | Tayabas..... | 755 | ..... | 755 |
| No. 423. | Balingao..... | Misamis..... | 80 | ..... | 80 |
| No. 424. | Dumarao..... | Capiz..... | 570 | ..... | 570 |
| No. 425. | Iba..... | Zambales..... | 600 | ..... | 600 |
| No. 426. | Igbaras..... | Iloilo..... | 480 | ..... | 480 |
| No. 427. | Mutinlupa..... | Rizal..... | 810 | 150 | 960 |
| No. 428. | San Marcelino..... | Zambales..... | 960 | 150 | 1, 110 |
| No. 429. | San Felipe..... | do..... | 1, 440 | ..... | 1, 440 |
| No. 430. | San Nareiso..... | do..... | 880 | ..... | 880 |
| No. 431. | San Antonio..... | do..... | 60 | ..... | 60 |
| No. 432. | Matti..... | Davao..... | 180 | ..... | 180 |
| No. 433. | Suble..... | Zambales..... | 400 | ..... | 400 |

| | City. | Province. | Rent. | Damages. | Total. |
|----------|--------------|--------------|--------|----------|--------|
| No. 434. | Sevilla. | Ilocos Sur. | P84 | | P84 |
| No. 435. | Palauig. | Zambales. | 460 | | 460 |
| No. 436. | Mangarin. | Mindoro. | 1,200 | P400 | 1,600 |
| No. 437. | Pantabangan. | Nueva Ecija. | 625 | | 625 |
| No. 438. | Pinamalayan. | Mindoro. | 40 | | 40 |
| No. 439. | Parang. | Cotabato. | 300 | 60 | 420 |
| No. 440. | Tigbauan. | Iloilo. | 950 | | 950 |
| No. 441. | Santa Cruz. | Laguna. | 60 | | 60 |
| No. 442. | Loculan. | Misamis. | 150 | | 150 |
| No. 443. | Paluan. | Mindoro. | 165 | | 165 |
| No. 444. | Jimenez. | Misamis. | 1,200 | | 1,200 |
| No. 445. | Culion. | Culion. | 150 | | 150 |
| No. 446. | Jaro. | Leyte. | 1,320 | | 1,320 |
| No. 447. | Romblon. | Romblon. | 570 | | 570 |
| No. 448. | Guiuan. | Samar. | 70 | | 70 |
| No. 449. | Cabangan. | Zambales. | 840 | | 840 |
| No. 450. | Guimbaloan. | Negros. | 190 | | 190 |
| No. 451. | Mallinao. | Capiz. | 100 | | 100 |
| No. 452. | Cavanoalan. | Negros. | 660 | | 660 |
| No. 453. | Sagay. | do. | 550 | | 550 |
| No. 454. | Bais. | do. | 560 | | 560 |
| No. 455. | La Carlota. | do. | 440 | | 440 |
| No. 456. | Bayauan. | do. | 220 | | 220 |
| No. 457. | Guimbal. | Iloilo. | 440 | | 440 |
| No. 458. | Guijulugan. | Negros. | 480 | | 480 |
| No. 459. | Ibajay. | Capiz. | 240 | | 240 |
| No. 460. | Calatrava. | Negros. | 400 | | 400 |
| No. 461. | Oroquieta. | Misamis. | 750 | | 750 |
| No. 462. | Leon. | Iloilo. | 1,600 | | 1,600 |
| No. 463. | Santa Rosa. | Manila. | 2,000 | 1,000 | 3,000 |
| No. 464. | Binangonan. | Infanta. | 120 | | 120 |
| No. 465. | La Loma. | Rizal. | 920 | 400 | 1,320 |
| No. 466. | La Trinidad. | Benguet. | 50 | | 50 |
| Total. | | | 34,158 | 2,210 | 36,368 |

(Exhibits 1184-1258.)

Presenting this report of investigation and recommendation, the board submits therewith the following statement for the consideration of the reviewing authority:

In the examination of all claims presented by the church for occupation and use of church property by United States troops, and damages incident thereto and consequent upon said occupation, the board has been actuated by a desire to be fair and equitable in every instance; and fully believes its estimate of amount due from the United States to the Roman Catholic Church in the Philippines for rental and damages to be just or as nearly so as it is possible to make a settlement at this late date.

The claims of the church have been submitted in Spanish, the language best understood in the country. Translation of these claims have not been made and transmitted with this report for various reasons, among which may be mentioned absence of proper interpreters at command of board, consideration of time required to make such translation, and lack of necessity, as statement of total of claim is made in English in report of board.

The location of church property on which claim has been made for rental and damage is so widely distributed throughout the archipelago, and in some instances so inaccessible, that it has been deemed a matter of impossibility that a visit be made to each locality by the board as a body, or by the members separately, and therefore the necessity has arisen of making investigation and basing recommendation on examination of claim of church, reports of officers sent to investigate and report upon property, and such other pertinent information as could be obtained from records of various offices and other sources.

In due consideration of the claims presented by the church, the board has caused records to be searched for data, and have gathered information, in all ways available, until they have felt that enough was at hand on which to render a fair and just report. Before the convening of this board officers of the Army had been detailed to inspect the buildings occupied by United States troops in the various provinces and to make report upon, with estimate of value of rental and damages as the result of such occupation.

These reports have been submitted to the board and have been fully considered by them in basing their estimates.

In a number of cases, considering the size of the buildings, etc., it has been apparent that the officers making the reports have not reported on adequate rental, and in such cases the board has not hesitated to place the rental at what was deemed a reasonable amount. In all other cases, however, the board has felt that the officers on the ground, with full knowledge of all the conditions, were better able to judge than the members of the board on *ex parte* evidence.

To have secured direct testimony subject to personal examination on all disputed questions of fact would have delayed this report indefinitely.

For a proper consideration of these claims a knowledge of past conditions in the islands is essential.

The insurrection of 1896 and the following years, we are told by contemporary writers, was aimed at both the church and state, they being under the Spanish Government virtually one and the same, the animus being directed chiefly against the friars, who had fortress-like buildings and who occupied and cultivated by native labor large tracts of land, and who were therefore exceedingly prosperous, and, perhaps, by reason of this prosperity the more open to attack by agitators. During the progress of this insurrection in the provinces affected the churches and conventos were occupied alternately by insurgents and Spanish, and there was no doubt much destruction of church property or the property of the orders in the attack and defense of these outposts of the church. Writings of the time record many cases of bombardment of these places, burnings, lootings, and the use of materials of buildings as entrenchments and other means of defense.

No sufficient time elapsed between the end of the insurrection of 1896, as continued, and the insurrection against the Spanish Government in the summer of 1898 to allow of repair of damage already done or the reconstruction and rehabilitation of many of the parish churches and conventos destroyed or injured during the former insurrection. Between the termination of the first and the outbreak of the second insurrection the country was evidently overrun by *ladrones* and *pulajanes*—robbers and outlaws—who held the inhabitants in terror. The insurrection of 1896 extended in its scope to nearly all the islands of the archipelago, and was particularly virulent during the latter part in the Visayas and in parts of Mindanao. These same conditions were present during the insurrection of 1898 and the following year—the same destruction of church property and the property of the orders by the insurgent forces in the use of same as places of rally and defense, the same use of material for construction of outworks, and the same lootings and burnings on forced evacuation.

Similar damage, only to perhaps a greater extent, incident to the use of heavier guns by the Americans, followed from bombardment of such places, in some instances resulting in fire, with the consequent total or partial loss of the buildings.

It is to be regretted that these cases were not finally adjusted several years ago while the questions presented were fresh. Among the many causes that have contributed to the delay in settlement may be mentioned the disturbed condition of the country immediately following the collapse of the insurrection, the delay of the church in formulating and presenting their claims (the claims were received here in July, 1905), and the prevalent belief that the claims for rental and damages to church property would be considered and some adjustment made at the time the friar land questions were determined.

The officials of the Catholic Church state that they have experienced difficulty in securing statements and presenting claims for occupation and damage to their property in certain sections, the records of the church and church property being in the control of the Agilpayans, a hostile offshoot of the church, or in the hands of a hostile municipality. This difficulty has also been due to a certain extent to the severance of church and state and the consequent reduction of church revenue. War, pestilence, and famine have also had a serious effect in reducing church income.

In some towns, even after due diligence, it has been impossible for the church authorities to submit proper claims, and as money is equitably due from the United States for occupation by the United States forces, the board has, in accordance with the instructions of the division commander, included in its report all towns for which no claims were presented, yet which were shown by official reports to have been occupied.

This report, therefore, disposes of all church claims except those of certain religious orders who have filed with this board, through their attorneys, claims for rent and damages amounting to \$796,469.09 United States currency. Report on these cases will be rendered as soon as possible.

Many of the churches and conventos on these islands were built over a century ago, and while it is to be supposed that ordinary care has been taken in preservation of same, nevertheless it is a well-known fact that much deterioration must have taken place in the material of which the buildings are composed by the action of the elements and from the ravages of insects. Buildings deteriorate rapidly in such a climate as that prevalent here, and it is doubtful if much care was exercised or many if any repairs made during the period of insurrection in the islands, and as a result of such lack of care and repair small damages would increase in scope in a rapid manner. Times of war are serious within the zone of operations, for the noncombatants as well as for those engaged in actual hostilities, and in view of the disturbed conditions in most instances, occupation of church property in various parts of the Philippines has inured to the benefit of the church by prevention of spoliation by those in insurrection and other evil-minded persons and in many instances the occupancy has been a positive benefit rather than a detriment to their interests.

One of the hardest questions for the board to determine was the manner in which the amount to be paid for the occupation was to be

ascertained. From the very nature of the buildings, and from the fact that they were the only buildings in the towns of substantial construction, it was impossible to get any proper guide from commercial rates; and for the same reason it was virtually impossible to get any proper estimate of the value of the buildings and then to figure by percentages from that as to what would be a fair rental.

The damages resulting from prevention of religious services, on account of occupation of the church by United States forces, would be purely speculative, especially so when it is considered that in almost every instance where insurgents were in the vicinity or had been driven from the town by the United States troops, the priests either abandoned their charges and went voluntarily into the hills with the insurgents, or were taken by them by force and held as prisoners. The amount of interference with the conduct of religious services was very slight.

It was also suggested that we take a monthly rate as to the number of troops that occupied the buildings. In some cases, however, a very few troops occupied a very large building, while in other cases a number of troops were crowded into one of inferior construction, according to the demands of military necessity. In some instances the priest in charge of the parish lived in the convent with the troops, while in other cases the convent was completely occupied, and he was compelled to rent other quarters in the town for his living apartments.

After much discussion and reflection neither the rule of "quantum meruit" nor that of the damages inflicted to claimants was adopted, but all possible elements were taken into consideration by the board, so far as it was in its power to do so, in arriving at what they deemed to have been a fair and just rental for the occupation of the buildings.

It is a well known fact that when American forces entered a town they usually found that everything of value had been taken away from the churches and convents. In many of the towns church property had been completely sacked by the insurgents and criminal inhabitants, and in the other cases where the communities were still religious various persons carried off all movable property of value from the different churches and convents to their homes or in some other way concealed the same from the Americans.

It is also a well-established fact that during the early years of American occupation many native priests were aiders and abettors of the insurrection, and it may be possible that in some instances that fact may have influenced Americans who were called upon for reports upon questions of damages to and rentals of churches in a manner detrimental to the proper interests of the church.

On the other hand, a priest that a few years ago was hostile, especially one who had been punished by the Americans for his action, is apt not to be conservative in his estimate of the damage done to his parish.

The present heads of the church here, without full personal knowledge, have had to depend upon the recollection and judgment of natives in their estimates.

It is evidenced in many cases, as presented, that the estimate of damages has been made for entirely new equipment to replace old, worn out, and badly deteriorated material. The claims have in all cases been substantiated by the affidavits of two or more persons,

but the unreliability of native testimony of this kind is so well known that the board has had no hesitancy in rejecting claims that were improbable or that were contrary to official reports of responsible officers.

All occupation of churches and convents by United States troops were a military necessity, and as a rule they were the only buildings in the town suitable for protection of troops from inclemency of the weather, and of ample accommodation. If there were other suitable buildings in the town, those of the church, being of fortress-like construction, were more capable of successful defense, held control of the town, and their occupation therefore was essential.

In the advance of the American forces it was found that the insurgents generally occupied the churches and convents, and resisted the advance from these buildings, leaving them only when driven out by proper military actions. Upon the scattering of the American forces at times a very small garrison would be left in a place, and upon these occasions the insurgents often attacked the building with the purpose of capturing the defenders. In this manner a great amount of damage was done to the churches and convents, especially to the windows, shutters, roofs, etc., by rifle fire. It has been impossible to properly segregate damages of this sort from other damages that would be liable to have been done by troops living in the buildings.

In all cases of claim made for loss of church property by fire it has been considered after due investigation that such claims come under one of three heads, viz:

(1) Destruction as an act of war, either by being fired by the insurgents on the approach of the American troops, to keep them from falling into their hands; by being fired by bombardment by American troops; or by being destroyed by either force to prevent the buildings being used as cover by the opposing force.

(2) As a case of wanton damage, as being maliciously fired, or

(3) As an accident.

In none of these cases mentioned can the question of damages be considered or a recommendation for payment be made without violating the precedents that have heretofore guided the Government in the settlement of claims.

The word "convent" or "convento" as used in this report means the residence of the priest and includes "casa parochial," or parish house and "convento," which properly means the house occupied by one of the religious orders.

During all important sessions of the board the Catholic Church has had a representative present, and such representative has generally signified acquiescence in action taken by the board. At the various sessions the church has been represented by Right Rev. D. J. Dougherty, bishop of Nueva Segovia; Right Rev. Frederick Rooker, bishop of Jaro; Right Rev. Thomas A. Hendricks, bishop of Cebu; Apostolic Administrator Monsigneur Barlin, of the diocese of Nueva Caceres; Rev. Father M. Caruana, private secretary to the apostolic delegate, and the Reverend Father Sanchez, canon of the Cathedral of Manila, while the papal delegate has been constantly in touch with the work of the board, and suggestions from him have at all times received the consideration and attention they deserve.

The work of the board has been greatly facilitated by the attitude of all of these dignitaries who have recognized the difficulties to be

surmounted, and whose entire conduct has been marked by the greatest fairness.

The church authorities as at present constituted are our friends and helpers in the establishment and preservation of law and order in these islands, and are upholders of the authority of the United States. Their work here has been made hard by the amount of damage that the church has suffered due to war, and the amount awarded by the board, viz, \$363,030.19, will not begin to compensate for the loss so inflicted. This amount, however, is justly due from the United States, and is most urgently needed by the church in its work here.

It would be improper for us to close this report without mentioning the work of the officers and men that have served here with the Army of the Philippines in relation to the care they took of church property that came within their hands. Our people without distinction of religion have the greatest respect for all kinds of property, and especially is this marked when the property is dedicated to religion and education. Many of the officers took the same care of the property as if it had been the property of the United States and stringent orders forbidding damage were promulgated, and swift punishment followed the detection of persons failing to obey. It is believed that no army could have had a cleaner record.

In all assemblages of large numbers of men it is unfortunately true that some will commit acts detrimental to the good reputation of all. It happened here that a number of unknown individuals have committed waste, and the part to be most regretted is that such actions were not called to the attention of the commanding officers at or near the time of commission so that investigation could be made, the guilty properly disciplined, and due reparation made. There has not been a commanding general here who would not have been glad to have had the cooperation of the church authorities in the prompt reporting of all vandalism.

Our instructions, contained in exhibits "A," "B," "C," and "D," are inclosed and made a part of these proceedings, and to the best of our ability they have been carefully followed. All documents bearing on the individual claims, consisting of Exhibits 1 to 1258, inclusive, are likewise inclosed and made a part of these proceedings.

Under the provisions of the orders convening this board we have the honor to recommend that Congress be asked to appropriate the sum of \$363,030.19 United States currency for the payment of rentals of and damages to church property, Philippine Islands.

If Congress should in its liberality desire to compensate the church for the spoliation and carrying away of sacred ornaments, images, vestments, etc., we recommend that the sum of \$40,000 be paid, as, in the opinion of the board, this sum would be fully ample.

All of which is respectfully submitted.

J. A. HULL,

Lieutenant-Colonel, Judge-Advocate.

ALEXANDER O. BRODIE,

Lieutenant-Colonel, Military Secretary.

J. W. MOORE,

First Lieutenant, Second Cavalry.



CATHOLIC CHURCH CLAIMS IN THE PHILIPPINE ISLANDS.

COMMITTEE ON INSULAR AFFAIRS,
HOUSE OF REPRESENTATIVES,
January 20, 1908.

The committee met at 10 o'clock a. m., Hon. Henry Allen Cooper, chairman, presiding.

STATEMENT OF HON. WILLIAM H. TAFT, SECRETARY OF WAR.

The CHAIRMAN. This morning we are to hear the Secretary of War on the subject of the claims of the Catholic Church in the Philippine Islands for damages to property of the church during the insurrection.

Mr. Secretary, will you please proceed in your own way?

Secretary TAFT. Mr. Chairman, I am a little bit embarrassed in this matter, because I was before the committee last year and made a statement with reference to these claims, and I really have nothing to add in respect to them now.

The CHAIRMAN. There are new members of the committee, Mr. Secretary, who did not hear your statement of last year.

Secretary TAFT. Oh, yes. To go back to a little history, there was a revolution against Spain in the Philippines in the year 1896, led by Aguinaldo and other insurgent leaders. This revolution was finally settled by what was known as the treaty of Biac No Bato, which involved the payment of three installments of, I think, something like \$500,000 each—perhaps a little more—and certain other terms upon which, subsequently, the parties were never able to agree. That is, the parties were never able to agree on what the terms were, and the embers of the revolution were still glowing when we went into Manila Bay, where Admiral Dewey defeated the Spanish fleet. When he turned to Aguinaldo, who followed him over, and suggested that he assist him in taking Manila, Aguinaldo went ashore and re-organized his insurrecto forces.

During that insurrection of 1896 there had been, I think, some destruction of church property. The whole insurrection had an agrarian tinge in this, that the Spanish friars were regarded by the people as the agents of the Government in reporting to the Governor-General persons guilty of sedition, and that aroused a very bitter feeling against the friars. The friars owned in Cavite, where the insurrection began in each case, both in 1896 and in 1898, 125,000 acres of the best land.

The CHAIRMAN. In order that the record may be clear to the reader, when you refer to "agents of the Government" you of course mean agents of the Spanish Government.

Secretary TAFT. Yes, of the Spanish Government. In 1898 the feeling against the friars was shown in that 40 of them were killed and 300 imprisoned, and the American Government had to intervene to save a great many of them.

The ownership of the lands was in Cavite, in the old province of Manila, which lies just north of Manila, in Bulacan; in Morong, which is just east of Manila; and in Laguna, which is still further to the east, on the south side of the lake. All those things contributed to the feeling of bitterness against the friars. They had about 60,000 tenants on their lands—60,000 tenants who had to pay rent, but who paid no rent after the year 1896. Therefore, when the war came on there was a good deal of feeling against the friars; and while the feeling of the people toward the church as a church was friendly enough; against the parish priests, most of whom were Spanish friars, the feeling was very great. As a consequence, it was not very difficult for the leaders of the insurgents, especially Luna, to initiate a policy of destroying as much church property as they could, and so in his retreat north, Luna destroyed every church that he had time to destroy and also as many conventos as he could. That led to a very considerable loss to the church, for which the American Government was not in the slightest degree responsible. But as we enlarged our forces and sought to suppress the insurrection, which had ceased to be an organized rebellion of organized armies, but had become a guerilla warfare extending all over the islands, we had to enlarge a number of our posts until they reached some five hundred. In so doing, of course, we had to provide for the housing of our troops in that number of posts.

Now, in the Philippines, in a good many of the villages, the only buildings of strong material—to use the expression they use there—are the churches and conventos, the convento being what we call the rectory, the priest's house. This is ordinarily a building nearly as large as the church, with a good many rooms in it—a place in which entertainments are given, and in which the people have a sense of ownership, and which in the olden times was used, really, as the only hotel in which to entertain people. It was the only building, therefore, adapted for the occupation of the troops, unless they used the church. And so it was that these rectories in the islands and especially in those villages where the priests had been driven away, were used by the American troops.

This claim of \$363,000 for rent and damages during the occupation of the American troops in these rectories and churches of the islands is just an ordinary claim for rent and damages for occupation. That is all.

Now, I laid down the rule which was to govern the investigation by the board appointed to make it, of which I think Colonel Hull was the chairman. Perhaps the letter I wrote on that occasion is in the record.

Colonel HULL. This is the entire letter, Mr. Secretary [submitting same].

Mr. CRUMPACKER. That will go into the record as part of your remarks?

Secretary TAFT. Yes. It is dated September 2, 1905. I will read the letter if you wish to hear it.

The CHAIRMAN. We would like to hear it.

Secretary TAFT. It is addressed to General Corbin, who was then in command of the Philippines. I remember dictating it on board the transport *Logan*, in Manila Bay. (Reads:)

TRANSPORT LOGAN, *September 2, 1905.*

GENERAL: I am in receipt by reference of August 4 of the communication of August 3 to the military secretary of the Philippines Division by Lieutenant-Colonel Hull, judge-advocate and president of the board of church claims.

In this letter of August 3 Colonel Hull, on behalf of the board, requests instructions on certain points, which I now take up in their order:

First. Church property the title to which was probably in Spain.

Colonel Hull says that a number of buildings, such as the cathedral and various archbishops' palaces, were constructed mainly by the Spanish Government with Government money, were known as buildings of the state and were kept in repair from funds of the central treasury. He says that the question as to the ownership of the archbishop's palace at Nueva Caceres was before me while I was civil governor in the islands, but that no determination was made that would clearly guide the board, and asks whether, under the circumstances, the board shall report such claims for payment.

Personally, after having looked somewhat into this matter of title, I have no doubt whatever that the cathedral and the various archbishops' palaces belong to the Roman Catholic Church. It is true they were constructed partly out of funds furnished by the Spanish Government and on land belonging to the Government, but they were constructed in accordance with the concordat in which the Spanish Government agreed to furnish the churches and other ecclesiastical buildings used for ecclesiastical purposes, and by the very act of construction and of delivery to the church authorities the title in equity passed, whether what we would call legal title passed or not. For that reason I think the rents for such buildings and the damages in use and occupation ought to be paid by the Government of the United States to the Roman Catholic Church, and the board reporting, in cases where doubt arises, that such doubt exists, should nevertheless include in their award the amounts for the rent of such buildings and for damages in use and occupation.

Second. Damages incident to military operations and as an incident of war.

Colonel Hull says that a number of such claims have been submitted—for example, the claim for Paco church, amounting to ₱554,785; that at the outbreak of hostilities in February, 1899, this church was occupied by insurgents, and was shelled by the United States artillery, and during the engagement the church was set on fire and destroyed.

As to this class of claims, of course no recovery can be had. The property was destroyed in the train of hostilities and the loss sustained must be borne by the persons upon whom inflicted. The Government of the United States can not be made liable under any such circumstances for any damages incident to war.

Third. Wanton damage by soldiers, theft of church property, etc.

It is said that a large number of cases with an immense aggregate have been filed which fall under this head; that so far as the board has been able to look into these cases it will be impossible to ascertain any facts in relation to this class; that the witnesses presented by the church will seldom swear to more than the goods disappeared while the Americans were in possession; that such a long time has elapsed that the statements will be so vague as to be almost impossible to contradict; that it is a well-known fact that some damage was done by American troops, but every case that came to the attention of the authorities was promptly investigated and the guilty persons punished and reparation made whenever it was possible to do so; that no complaints were filed by the church authorities while the events were fresh and evidence obtainable, and it is believed that it is now impracticable to make any investigation; that the improbability of many of the claims is shown by the fact that items of silver, etc., are claimed as taken away by the Americans, although the property had been abandoned by the church and was in the possession of the insurgents for a long time.

With respect to this class of claims, all I can say is that the board must use its sound discretion. Under the principles of law, which are well understood, the wanton destruction of property by an enlisted man or a number of enlisted men, without the authority either given in advance or conferred afterwards by ratification *in pais* of the commanding officer, does not make the United States responsible; but there must be in such cases many instances of damage or destruction

by enlisted men in the course of the occupation of the building that were either directly authorized by the commanding officer or were of such a character that the commanding officer must, in the occupation of the building, have anticipated that such damage would take place and so, in effect, authorized it.

Now, there is a class of damages usually incident to occupation by soldiers with respect to which the Government might always be made liable. The seizure, however, of sacred vessels, of sacred vestments, presumed only by their absence at the end of the occupation by the soldiers, I should regard as of very doubtful validity unless the evidence were direct tending to show that this course was taken by the soldiers and authorized by the officers, and especially are presumptions of this character not to be indulged in where there was previous occupation by the insurgents and where the evidence is not distinct of what the condition of the buildings was when entered and the presence of particular property when the United States entered into occupation. I do not intend to advise the board to be technical or to be illiberal in estimating damages to property ordinarily incident to occupation by troops who are not particularly careful of the property in which they live, but I do wish to advise against the allowance of large damages for the disappearance of particularly valuable vessels or vestments which were probably stolen long before the troops entered into occupation and with respect to which it is to be supposed the church authorities would exercise the utmost care in their preservation before the occupation of the property by the troops. I can not give more direct instructions on this point and must trust to the careful examination of the board in not making unreasonable and excessive recommendations, but in allowing everything in the way of damages which might reasonably have been anticipated by those familiar with the methods pursued by soldiers in an enemy's country in the occupation of buildings with the relaxation of discipline that follows such unusual circumstances.

Fourth. Damages done by the insurgents.

Of course no damages can be paid by the United States for injuries inflicted by the insurgents.

Fifth. Rentals and damages caused by servants of the civil government.

Of course such rentals and damages are not to be paid out of the Treasury of the United States, but if there is any claim sufficiently well established to justify the board to make recommendation for damages caused by agents of the civil government, they may very well make an estimate, and through the commanding general forward it to the Governor-General of the islands.

Colonel Hull concludes with the statement that it is the understanding of the board that the report will be made the basis of a recommendation by the War Department to Congress; that the church is not presenting its claims as to its strict legal rights, but with the intention of asking an equitable amount from the liberality of Congress, and that it is the desire of the board in its report to adopt a similar view and, while rejecting all claims that may be extortionate or exorbitant, to be guided by an honest endeavor to deal fairly and equitably with the claimants.

This conclusion of the board states correctly the attitude of the War Department in this matter, and a report based on this view will be received by the War Department and approved and forwarded to Congress with its earnest recommendation for appropriation.

Very respectfully,

WM. H. TAFT,
Secretary of War.

Maj. Gen. HENRY C. CORBIN, U. S. A.,
Commanding General Philippine Division, Manila.

MR. CRUMPACKER. Mr. Secretary, I would like ask you a few questions in regard to the different classes of claims that have been investigated and have been submitted to us for consideration, including also the bases of liability, if there be any. In the first place, I understand that where an army appropriates property to its own use or occupies buildings for its own purposes—that is, property of non-combatants—it is responsible for the rent and for the damages that may result from its occupancy or use.

Secretary TAFT. Yes.

Mr. CRUMPACKER. And in all this class of cases there would be a liability on the part of the Federal Government for that part of damages or use?

Secretary TAFT. Yes.

Mr. CRUMPACKER. Now in the event that our troops occupied property and there were acts of vandalism or wanton destruction by our soldiers or prisoners of war that were confined in church property, I assume we would also be liable for those acts as incidents of our occupation, because we occupied the position of tenant, and the owner was unable to protect his property, and we assumed the responsibility of the tenant in charge to prevent acts of waste. What is your judgment as to that?

Secretary TAFT. I have laid it down pretty strictly in this letter. I should think the tenant would be liable in such a case for anything that he might reasonably anticipate by reason of the character of the tenancy. I think that the construction of the rule of law is that the Government is not liable for the wanton destruction of property against orders by the private soldier, but where the Government knows that the character of discipline is such and the circumstances are such that that kind of destruction is likely to follow occupation, so that it could be reasonably anticipated, I think that the rule would be modified.

Mr. CRUMPACKER. I want to suggest to your mind a limitation on that proposition of nonliability for wanton acts without authority of the commander. See how it strikes you. I have no doubt that in an army of occupation there may be wanton acts of destruction by soldiers in the way of pillaging, and so forth, for which there is no responsibility. But suppose private property be occupied at the order of the commanding general, and as a result of that occupancy and in connection therewith wanton acts of destruction are committed; it struck me that those were equivalent to acts of waste, and the occupant would be responsible.

Secretary TAFT. I think that is a fair statement. It is a question of what may be reasonably anticipated, it seems to me; and where it is due to lack of discipline—

Mr. CRUMPACKER. But, Mr. Secretary, if a man occupies the property of another and excludes the owner from it, does he not assume the obligation or function of protecting the property?

Secretary TAFT. Yes; that he would use reasonable care. He is not a guarantor, but he is required to use at least reasonable care.

Mr. CRUMPACKER. Now, I understand we occupied church property as military prisons, and confined therein Spanish soldiers, and possibly insurgents—

Secretary TAFT. Yes, sir—

Mr. CRUMPACKER. Spanish soldiers and possibly insurgents, who may not have been altogether friendly toward the religious organizations.

Secretary TAFT. The Spanish soldiers were.

Mr. CRUMPACKER. It might have been foreseen that there would be damage from that sort of occupation. Now, we destroyed one or two valuable pieces of property deliberately and intentionally as acts of war, to prevent those pieces of property from falling into the hands of the insurgents.

Secretary TAFT. I do not recollect any instances of that, but Colonel Hull may recall some.

Mr. CRUMPACKER. Colonel Hull stated one case the other day of considerable importance. He said that our troops destroyed, on our evacuation, property to the value of \$220,000, and that was for the purpose of preventing the property, on our retiring from that part of the country, from falling into the hands of the enemy.

Secretary TAFT. I remember the case of a building that was destroyed—the church of Guadeloupe.

Colonel HULL. That was the case I referred to. It was destroyed by General King.

Secretary TAFT. Was it not occupied by insurgents, and did we not fire on them with artillery?

Colonel HULL. It was destroyed by a company from California by fire.

Secretary TAFT. I thought they had used the place as a fortress, and that the American artillery set fire to it by bombardment.

Colonel HULL. They tried to, at one time, but failed.

Mr. CRUMPACKER. In cases of that kind I suppose there would be some question, under the law, as to the Government's being liable.

Secretary TAFT. I should think, Judge Crumpacker, that that would be properly in the train of war. It is so intimately connected with the train of war that it might be considered an unavoidable incident of war.

Mr. CRUMPACKER. Of course that was the intentional destruction of the property of noncombatants; not an accident or incident, but an intentional destruction. I think with you that perhaps under the law there is no liability, and yet it comes nearer to the class of injuries that may be called purely incidents of war.

Secretary TAFT. Suppose an army were retreating across a river on a bridge, and when the army got to the other side, in order to prevent successful pursuit, it burned the bridge. There is no doubt but that burning would be in the train of war, and I do not see any distinction between that case and the one you put with reference to the church building.

Mr. CRUMPACKER. Yes. That is in pursuance of the policy pursued by Sherman during his march to the sea during the civil war.

The CHAIRMAN. They might destroy a church to prevent its being used as headquarters of an insurgent force.

Mr. CRUMPACKER. The only legal claims against the Government, then, would be those for property used, for the use of conventos and churches used by our troops as headquarters and as military prisons, and the damages that were incident to such occupation?

Secretary TAFT. Yes, sir.

Mr. CRUMPACKER. The question about the payment for property destroyed to prevent its falling into the hands of the enemy addresses itself to the sense of magnanimity of our Government, rather than to its justice as a matter of legal liability.

Secretary TAFT. Rather than to the legal rights?

Mr. CRUMPACKER. Yes.

Secretary TAFT. I recommended, when it was here before, that this amount of \$363,000 might well be increased to \$500,000 or more on general principles of equity, and I have not changed my views on that

subject at all, especially in view of the last reports. I think that \$363,000 is much too low for rent and damages in occupation by our troops. It is much too low, because of the difficulty of bringing in evidence so long after the event. I think the board went through the matter with great care. But there are a great many claims filed in excess of the \$363,000 that, nearer to the event, might have been proven. The burden, of course, was on the claimants; but with the immense loss that the church suffered from war and other causes, I am quite sure that the increase of \$363,000 to half a million dollars or more will be no injustice. I am speaking now of the church claims, and not the friars' claims, which are a separate matter.

Mr. CRUMPACKER. Colonel Hull the other day gave a statement of the character of the investigation, and it seemed to be a very fair and thorough investigation. But in pursuing your order he said we occupied church property, conventos, and churches, and if there were wanton acts of destruction by our own troops while occupying them, the commission allowed nothing for them. It struck me that was not just. We were under obligations to protect the property against wantonness and acts of vandalism, and if acts of wanton waste were committed we would be responsible.

The CHAIRMAN. I do not understand that that is in the testimony.

Mr. MADISON. No. I understand the question was dealt with liberally, and that liberal consideration was given to it.

Mr. CRUMPACKER. Colonel Hull stated, as I understood him, that the commission allowed nothing for damages inflicted by our troops while occupying conventos and churches. I understood him to say—

Colonel HULL. That statement is correct, but in addition to that the board found, if you will recollect, that \$40,000 gold, in their opinion, would fully cover the wanton damages done by American troops.

Mr. CRUMPACKER. I see that is in your report, and that would be added to the \$363,000, if we assumed that we were liable for that class of injuries.

Colonel HULL. Yes.

Secretary TAFT. Mr. Chairman, I would like to go back a little bit in the statement, and—

The CHAIRMAN. Pardon me a moment. This is a point we can dispose of right here, and you can comment on it in your testimony. Here is what the board said, as referred to by Judge Crumpacker. It is on page 78 [reads]:

In all cases of claim made for loss of church property by fire it has been considered after due investigation that such claims come under one of three heads, viz:

(1) Destruction as an act of war, either by being fired by the insurgents on the approach of the American troops, to keep them from falling into their hands; by being fired by bombardment by American troops; or by being destroyed by either force to prevent the buildings being used as cover by the opposing force.

(2) As a case of wanton damage, as being maliciously fired, or

(3) As an accident.

In none of these cases mentioned can the question of damages be considered or a recommendation for payment be made without violating the precedents that have heretofore guided the Government in the settlement of claims.

That was what the judge-advocate, Colonel Hull, testified to.

Now, Mr. Secretary, will you please proceed?

Secretary TAFT. The first official reference to these claims I think you will find in the correspondence between Cardinal Rampolla and me with reference to the settlement of all the church controversies in the islands; or perhaps the first reference is in the letter of Secretary Root to me—a letter of instructions with reference to my visit to Rome.

The CHAIRMAN. That is when you were governor-general of the Philippines?

Secretary TAFT. Yes, sir. I stopped there on my way to the islands. That is found in Volume I, of the Report of the Secretary of War of 1902.

General EDWARDS. That is in Appendix O.

Secretary TAFT. Yes; Appendix O, on page 345. [Reads]:

Provision should be made for ascertaining what rentals, if any, ought to be paid for conventos and other church buildings which have been occupied by United States troops during the insurrection, this being of course subject to further specific action by Congress.

I had filed those letters of instruction with Cardinal Rampolla, and his answer was this [reads]:

The damages sustained by the Catholic Church in the Philippine Islands on account of the war constitute an object worthy of special attention in an amicable arrangement with the American authorities. Besides the acts of vandalism perpetrated by the insurgents in the destruction of churches and the appropriation of sacred vestments, there were occupied by the American Government episcopal palaces, seminaries, convents, rectories, and other buildings intended for worship, and these were also partly damaged. The Holy See learns with satisfaction that the American Government is not disinclined to indemnify according to justice the Catholic Church for such losses and damages; and this may be effected either by the restitution of buildings so occupied or by just compensation. On these matters the apostolic delegate will be instructed to come to an understanding with the American authorities and secure a just settlement.

In reply to that, in my response of July 3 to Cardinal Rampolla's communication, I said [reads]:

Fourth. The United States Government has occupied many churches, conventos, and other buildings of the Roman Catholic Church and its orders in the islands for a year and sometimes for a longer period, and has as yet, it is understood, paid no rental therefor. It is proposed to ascertain the reasonable rentals and a certain class of damages, if any are proven, for the buildings thus occupied by means of a finding of the persons constituting the tribunal of arbitration already described.

I had proposed arbitration upon certain conditions. Then I continued [reads]:

The United States, it is understood, has never included and paid in compensation for such occupancy as this any damages, except for injury or alteration to the property authorized by the commanding officer of the occupying troops, either expressly or tacitly, nor is compensation ever allowed for injury done to buildings in the train of war.

It will perhaps turn out in some cases that the churches and conventos were in villages in which the whole population was engaged in insurrection against the United States, including the priest in charge, and in such a case it is proposed to leave open to the United States the defense that it was occupying only enemy's property during the time of war and was not liable therefore to pay compensation. Of course the validity of such defense must be submitted to the members of the tribunal. The Secretary of War, under whose general authority the buildings were occupied, has authorized me to agree to this method of ascertaining the amount due, but as there is no present authority in the laws of the

United States to submit the question for final arbitration, the Secretary can only agree to submit the ascertained result to Congress for its action. The money to be paid in these instances is not the money of the Philippine government, but the money of the United States, and it can only be drawn from the Treasury on the appropriation of Congress. There is no probability that Congress would refuse to provide the money to satisfy the conclusion thus fairly reached.

That is, by arbitration. That was one of four issues that I proposed we submit to arbitration, it being a condition that the friars should be withdrawn from the islands and should not be sent back to the parishes as parish priests.

Now, I am not as familiar with the recent evidence taken as doubtless some of the members of the committee are, and certainly not as familiar with it as Colonel Hull is, and I can only say generally, as I said before, that the condition of the Roman Catholic Church in the islands is deplorable, because of the destruction of these buildings and because of the absence of money with which to conduct the church. Under the concordat the Spanish Government paid the priests and paid most of the expenses of conducting the church, and furnished the buildings and the land. Now, by reason of the separation of church and state, due to the transfer of sovereignty, the money to administer the church has to come either from the outside or from the people; and it is a very difficult thing to go from one system, where the government supports the church, to the other, where the church is supported by voluntary contributions. The churches in the islands are very essential to our plans for making the people better and educating them and elevating their moral tone, and therefore the prosperity of all the churches in the islands is very important to the Government, and the Roman Catholic Church is the one that exists in every village in the islands. Therefore I always thought, in dealing with the church, that liberality toward it was liberality toward the Government and the people themselves; and liberality by Congress in recognizing the equity of these claims, and thus assisting the church, would be, it seems to me, in the interest of the people of the islands; not sectarian interest, but an interest in favor of morality, of loyalty to the Government, of peace and tranquillity in the islands.

A large amount was paid, not to the church, but to the representatives or grantees of the orders—the religious orders—in order to avoid an agrarian question that would have led to another insurrection. We paid upward of \$7,000,000 for something like 420,000 acres of land in the islands. That money went to the assignees of the friars. It was hoped that a good deal of it would remain in the islands for the aid and benefit of the church, and I am told that some part of it is to be devoted to the general church. Some part of it, too, has come back to the orders in the islands, and they have established schools, which of course are quite beneficial, and are aids to the public schools. They are now enlarging their school system and teaching English, and uniting with the Government in the effort to spread the English language through the islands. But the church as yet has received a very small part of this fund, as I am advised, and I think there is very great recalcitrancy—if I may say so—on the part of the orders with reference to letting the general church share in this large amount of money.

The price paid for the lands was a good round price. It was a price which I think we shall ultimately work out as the value of the

land increases; but the conditions on the islands now are such—due to the failure of Congress to let in sugar and tobacco into this country and to give us the benefit of these markets—that the sugar lands, which form a very considerable part of the friars' lands, are practically of no value at present. They will have to be developed subsequently. It is the rice lands that have marketable value now.

Mr. WASHBURN. You are speaking now of the lands bought of the friars?

Secretary TAFT. Yes.

Mr. WASHBURN. I heard the opinion expressed the other day that the price was greatly in excess of the value of the lands. Has the value of the land depreciated since it was bought?

Secretary TAFT. The land has depreciated, as the prospect of getting into the markets of the United States has disappeared. I am very hopeful that we may be able to arrange a compromise, either this year or the next, by which we can be allowed to import into this country something more than we ever imported from the islands before; and if we do, it will increase the value of the lands.

Mr. WASHBURN. Do you know whether it was recognized then that the valuation of the lands was excessive?

Secretary TAFT. The way we reached it was this: We employed our own surveyor, selected by the Philippine Commissioners, who was acquainted with the value of lands, and he went about and appraised the value on all the lands. Then we had a hearing, at which we heard the representatives of the friars. All of it is printed in the reports. Finally we settled on an increase of 25 per cent over his valuation.

Mr. WASHBURN. Why was that?

Secretary TAFT. We did that in order to get the lands at all. Congress had made a provision for their condemnation. The Dominican order had sold their lands to what is called the Philippine Sugar Company, and the Philippine Sugar Company had determined to go into a large exploitation, with the hope of the passage of the Philippine tariff act, and improve their lands, and they were determined not to sell. They employed Coudert Brothers, of New York, under a contract by the payment of \$50,000, by which the Coudert Brothers should contest the constitutionality of the law passed by Congress which authorized the condemnation of lands—on the ground that it was not for a public purpose; but only in order to avoid their being held by objectionable persons. They said that the power of eminent domain did not compel a transfer for that purpose, and therefore they resisted and fought the right of the Government. Inasmuch as that involved a lot of prospective litigation, and as the pressure upon us was very great for the removal of the difficulty—which I do not know that I have explained—we were willing to go beyond the estimate of the value of the lands for the sake of peace.

Mr. WASHBURN. There were some collateral considerations, then?

Secretary TAFT. Yes. These considerations I ought to state. The friars owned lands upon which there are upwards of 60,000 tenants in the Provinces of Cavite, Manila, Bulacan, and La Laguna, the four Tagalog provinces in which insurrection always begins and in which there is most likely to be disturbance. In the parliament or constitutional convention called at Malolos by the insurgent government, the first thing they did with regard to these lands was to nationalize

them; that is, they appropriated them to their government without any payment at all to the friars. That put the tenants in the position of saying that the friars had no title, but that the title was in the government, and therefore they refused to pay any rent at all. The minute the United States courts and justices of the peace, and so on, were established, as in a civil government, the friars were at liberty to go into court to recover, first, the rent, and if the tenancy was denied, then to go into court and recover the lands and eject the tenants; and that is what they proceeded to do. In every case we had a disturbance and in every case we had a riot, and with the prospect of 50,000 ejectment suits in that part of the islands where insurrection was liable to be rife anyway, if we did not remove that cause of trouble we would have a much more costly war on our hands than the cost of the purchase of the lands at a good round price would be.

Now, I was advised, when I was in the islands, that all the salable lands, that is, the rice lands, which were coming into the markets—I was advised that on those lands \$5,000,000 could be realized; that the sugar lands and the sugar plants had gone down in price for reasons I have already stated, and were unsalable, and out of them we must work out \$2,000,000—I mean of the \$7,000,000 that we have paid. We have had to go slowly, and make low rental leases in order to get all the tenants to atone without controversy and litigation; but the process is a slow one. Still I have, myself, very great confidence that in the course of a decade we will work out the whole transaction in a way that will not produce any loss at all, or if it is a loss, it will be very slight, as compared with the benefits derived from the purchase of the lands.

Mr. GARRETT. Mr. Secretary, I have forgotten what the showing was, when the Philippine tariff bill was before the House two or three years ago. Are the markets more restricted to the Filipinos now than they were prior to our occupation?

Secretary TAFT. They are, but not through any transfer of sovereignty. There was a mistaken idea, due to a misunderstanding of the character of the tax imposed on sugar that went from the Philippines to Spain, that the Spanish market was open to the Philippine sugar. As a matter of fact, there was an internal tax on sugar which went to Spain which did not appear in the foreign customs law, that made the tax quite as heavy as it is in this country. My impression is that there has been a restriction in the sugar market available to the Philippine sugar in Japan, and perhaps in some other countries, and that the price of sugar has been lower than would make the cultivation of sugar in the Philippines profitable. There was a time when the total export of sugar from the Philippines was 265,000 tons. But that was the high-water mark. That is hardly more than half what is exported from the Hawaiian Islands to-day into this country. But I should be entirely willing—indeed, all the sugar interests in the islands are quite willing—to have a limitation, like 350,000 tons, placed on all the sugar exported from the islands into this country, in order to purchase from the sugar interests in this country their consent to such a bill for the reason that that amount would restore the former prosperity, and would give us in the provinces that are affected by this lack of a sugar market a condition that would be quite satisfactory to the people. On the other

hand, it would not lead to the exploitation of the islands for sugar as much as occurred in Cuba. I have never been in favor of making the Philippines a sugar country in the sense of absorbing with the sugar industry all the islands, for the reason that I have seen it work in Cuba, and I know it is not good for the islands. It is not good, first, that they should be dependent upon a market that is so affected by political considerations as the price of sugar is; I mean these agreements with reference to bounties in Europe, and the constant agitation which is going on with respect to sugar duties, which affects the price of sugar. Secondly, if we exploited the islands in sugar and were allowed such a market in the United States, and it were increased as it has increased in Cuba—although I do not think it would, even without any limitation—I think the limitation on labor is such that they could not increase as has been done in Cuba.

Nevertheless, assume that it is so; assume it, as it is done by the sugar interests in this country, that it would increase to 1,500,000 tons. We should have a capitalistic class there, a foreign class, who would own all the great sugar plantations, and a class of unskilled laborers, with no small farming or middle class between; a condition that would make it very difficult to build up a self-governing and conservative community. I would much prefer a division in the character of the agriculture there—what would you call it—

Mr. MADISON. A general diversification?

Secretary TAFT. Yes; I would much prefer a diversification of agriculture.

Mr. MCKINLAY. Have you in mind what proportion of that 265,000 tons you speak of comes to the United States?

Secretary TAFT. I do not think that more than 100,000 tons of it came to the United States.

Mr. MCKINLAY. Has not most of the exportation of sugar been confined to Japan and China, and is it not a fact that there is little that has come here to the United States under any circumstances?

Secretary TAFT. Yes, sir.

Mr. MADISON. Supposing we permitted 350,000 tons of Philippine sugar to come into this country free of duty. Then how much do you think we would get?

Secretary TAFT. I doubt if we would get more than a half or two-thirds of the crop. I think the demand would probably increase the price in China.

Mr. MCKINLAY. Is not that the hope of those who advocate the admission of Philippine sugar into the United States free, that the increased demand for sugar in the markets of the United States would increase the price in Hongkong and Japan and China?

Secretary TAFT. Yes. It is the dependence of the people of the Philippine Islands on our sugar market that keeps the price so low at present.

Mr. MADISON. How much of the land in the Philippines can be devoted to raising sugar? I have heard different statements about that.

Secretary TAFT. I suppose that all but the rocks could be used to raise sugar. I mean that sugar would grow, but the question would be whether it could be grown profitably or not. As to that I can not tell you.

Mr. MADISON. That is what I mean.

Secretary TAFT. They have been making sugar there in the Philippines for centuries, and they have been using the land best adapted to it, and that is in Negros, Pampanga, Cavite, and La Laguna, and part of Manila; and if you look into the question of percentage of available land that is used in any country or any State for the growth of a particular product, you will find that it is a very small percentage of the area that might be available if all the land could be used. Now, in the hearings we had last year Mr. Wellborn, the superintendent of agriculture in the Philippine Islands, went into the percentage of land in Louisiana that was used for sugar. Now there is a great deal of land available there, but I think it was only about half of 1 per cent. Was it not, General Edwards?

General EDWARDS. Yes, sir.

Secretary TAFT. So that method of reaching what would be put into sugar, by calculating the area that could be put into sugar, is a very unjust one.

Mr. MADISON. Yes. Now, I represent a district that is very much interested in the raising of beet sugar, the southwestern district of Kansas. You understand that they are developing that industry there, and we are interested in it, and the statement has often been made to our people that as a matter of fact a very small portion of the land of these Philippine Islands, the tillable lands, could be used for the production of sugar at a profit. That is the reason I made the inquiry.

Secretary TAFT. That is true, but it is not due to the soil alone. It is due also to other conditions. For instance, the price of sugar is affected by the price of labor very materially. The price of labor in the islands has now increased to double the old wages, and in some cases to treble. The plantations in Negros are complaining all the time of the absence of laborers. They have to import their labor from other islands. The presence of the railroad constructors in Cebu, Negros, and Panay has still further increased the price of labor, so that the cost of labor to the Philippine planter has been materially increased. That, of course, necessarily limits the production. The labor is not good labor for the production of sugar—I mean it is labor that works only three or four days in the week, but it has been very cheap labor in the past.

Now with the increase in the price of labor it has become a heavy burden to the planter; and that, I think, is one of the reasons why the sugar industry has not thrived in the islands. I think it would thrive to some extent if we could get a market like the United States, where we could get in behind the tariff wall.

Mr. MADISON. There would not be any difficulty, would there, in finding lands there sufficient to produce the 350,000 tons, and a great deal more?

Secretary TAFT. There is no trouble about that.

Mr. MCKINLAY. The Chinese exclusion law applies to the Philippine Islands, and that prevents them from getting more labor of that kind?

Secretary TAFT. Yes.

Mr. MCKINLAY. As I remember, the sugar lands of the Philippines very rarely over 2 tons to the acre, and very seldom that; usually $1\frac{1}{2}$ tons?

Secretary TAFT. Yes.

Mr. MCKINLAY. And yet in the Hawaiian Islands they sometimes produce as much as 8 or 10 tons to the acre. Why is that?

Secretary TAFT. It is owing to the enormous capital invested in the Hawaiian Islands and the special care taken in the preparation of each acre. The irrigation and treatment of the land is enormously expensive.

Mr. MCKINLAY. Do you think if the Philippine lands were handled in the same way they would produce the same quantity of sugar?

Secretary TAFT. There is some soil in the Philippines that is as well adapted to the production of sugar as the land in the Hawaiian Islands, but most of it is not.

Mr. MCKINLAY. I understood from the statement of the man in charge of the experiment stations there that he could not produce, he said, more than $2\frac{1}{2}$ tons per acre with expert tillage of the soil, and then have only one ratoon crop afterwards.

Secretary TAFT. Yes. Of course they use in the Hawaiian Islands very expensive manure, or some chemical fertilizer that is very expensive.

Mr. MCKINLAY. I inferred from the testimony of that expert that even with the different methods used in Hawaii the production of sugar could not be the same in the Philippine Islands as in Hawaii.

Secretary TAFT. I doubt if it could, myself.

Mr. MADISON. As compared with Cuba, so far as the total product of Cuba is concerned, the Philippine Islands could produce much more sugar under proper tillage and proper incentive in the way of tariffs, could they not?

Secretary TAFT. I doubt it. There are enormous tracts of land in Cuba that are unoccupied.

Mr. WASHBURN. What is the cost of labor now in the Philippines as compared with the former cost?

Secretary TAFT. It has increased from 75 to 100 per cent.

Mr. WASHBURN. What is it to-day?

Secretary TAFT. Of course it varies in various parts of the islands.

Mr. WASHBURN. Speaking generally?

Secretary TAFT. My recollection is that they pay about 40 cents gold for a day laborer on railroads per day, and they are able with that labor to build roads at slightly less per labor cost than in this country.

Mr. WASHBURN. And you say that that labor is from 75 to 100 per cent higher than formerly?

Secretary TAFT. Yes, sir.

The CHAIRMAN. Mr. Secretary, rice is the principal product there now, is it not? There is more acreage in rice than anything else?

Secretary TAFT. Yes.

The CHAIRMAN. Rice is the staple food there, is it not?

Secretary TAFT. Yes; rice is the staple food. The great staple for export is hemp.

The CHAIRMAN. I was going to come to that, so that the question as to whether all the lands in the Philippines can raise sugar is not really a practical question, because there is land that can be put into hemp or into rice much more profitably. They must raise rice enough to support 7,000,000 or 8,000,000 of people. Recently they had to import some?

Secretary TAFT. Yes; I am sorry to say that in 1904 we had to pay between \$12,000,000 and \$15,000,000 gold for rice sufficient to feed the people. But that has now been reduced to \$3,500,000, and that is an evidence of the growing improvement in the islands and an evidence of the fact that the attention of the people has been called to the production of other agricultural products than sugar.

The CHAIRMAN. Mr. Secretary, the fact that although the Spaniards had been there for three or four hundred years, and with all that occupation by civilized people there were not, at the time we went there, more than one hundred and some odd thousand acres devoted to sugar, and five hundred and odd thousand acres devoted to rice, and not more than 200,000 acres at the most have been devoted to the production of sugar, shows that there is little likelihood that—

Secretary TAFT. You know those figures better than I do; yes.

Mr. MADISON. But is it not true that the Spanish administration was such as to discourage the people from the development of any of their agricultural resources?

Secretary TAFT. The trouble was that they did not place any burden upon the owners of the land. It was the common people who had to pay the taxes. A large amount of tax collected was what was called the "sedula" tax.

Mr. MADISON. I asked if the general style of government was not such as to oppress the general class of people. Now my idea is that we should, if possible, assist in the division of the lands of the islands among the people. If that policy had been followed by the Spanish Government, if they had encouraged small holdings, is it not reasonable to say that there would have been a great deal larger production of sugar?

Secretary TAFT. No, sir; I do not think so. Sugar is the one thing that needs more capital than anything else to produce it. You can not have small sugar farmers.

The CHAIRMAN. We want to settle these church claims, and this committee has nothing to do with the tariff.

Secretary TAFT. I am very glad to discuss it. I have been advocating as hard as I could—as some of the gentlemen here will concede—the free admission of sugar and tobacco into the markets of this country from the Philippines; not, as I have frequently said, to injure interests of the same character in this country, but because I am confident that such a procedure will not injure them. And so confident am I of that, that I am entirely willing to impose a limitation that will aid the islands and will not injure the interests here; for we have talked with the sugar men, and they admit that the admission of 350,000 tons from the Philippines into this country would not be a drop in the bucket, so far as they are concerned, and would not affect their interests, while on the other hand I contend that it will restore prosperity to the sugar interests in the islands, and then the islands can go on to a prosperity which I am sure is in store for them in hemp and other products which are not in competition with the interests of this country at all.

The CHAIRMAN. Copra is a valuable product, too?

Secretary TAFT. Yes. It is growing every year. I may say that copra and rice and hemp have the advantage over sugar, in that they do not need such an enormous capital to develop them, and in their

development they do not involve the separation of the community into a very rich and a very poor class, but they lead rather to small farms and to the development of an industrious, active, intelligent class of farmers.

Mr. MADISON. Now, may I just ask this question? I may say now that I am not captious about this matter. If the chairman thinks that he is mistaken. Neither are my people inclined to be unreasonable about this question. I am asking for information, and with no other motive in the world. Now, I want to ask you this question: Do you think that the conditions under the Spanish régime were satisfactory to the development of the sugar industry, or were they inclined to be otherwise, so that a comparison with the conditions under the Spanish Government and the conditions which we hope to inaugurate under the American Government would be a fair comparison?

Secretary TAFT. Well, I am very hopeful that, if you will give us markets here, we can develop the sugar industry beyond the point of its former prosperity. But the sugar interests of the islands were very prosperous in the old days, and I do not think the Spanish Government attempted to restrict it.

Mr. MADISON. Were the conditions favorable to its growth and development?

Secretary TAFT. No; not beyond a certain point, because they did not care to go into it. A Spaniard or Filipino planter got a certain amount of money, and he would be rich one season and then he would spend his money in jewelry and banquets and things of that kind, so that in another season he would get into debt, and there would be usury, and the next thing he knew his plantation would be tied up.

Mr. MCKINLAY. Did not the Spanish tariff amount to more on the Philippine sugar than the American tariff?

Secretary TAFT. Yes, sir; practically.

Mr. MADISON. We can not say that it argues anything, because the sugar production attained only a certain point under the Spanish régime, that it will not attain a greater height under the American régime?

Secretary TAFT. I think it would. I am hopeful that it would. But of course you can not change human nature by law, and the same strain of human nature obtains there to-day that did obtain in the Spanish days, so that we can not look to such a development of the sugar industry in the islands as we could look for in Kansas, for instance, with respect to the development of this beet-sugar industry, which is growing to the point of reducing the cost of sugar far below what we would could afford to import it at from the Philippines.

Mr. MCKINLAY. There is a great deal of fear that some day the Philippine Islands will be developed as extensively in sugar as the Hawaiian Islands or Cuba. Now is it not likely that there will be a larger development of rice than of sugar? Is there not more of a tendency to increase the production of copra and of rice and of hemp than to increase the production of sugar?

Secretary TAFT. Yes, sir; that is true. Understand me; my argument in favor of introducing sugar and tobacco into the markets of the United States, free, was based on the hope that it would not injure the interests of the United States, and that argument is based on this, that there comes over the tariff wall to-day sixteen hundred thousand tons of sugar, which pays either the full tariff, or 20 per cent less than

the full tariff, and that the sugar interests of this country could not be affected until there was raised in the Philippines sixteen hundred thousand tons to take the place of that quantity which now comes in, because so long as the sugar comes over the tariff wall, so long will it make the market price include the duty paid. I predict that we would not have got up to 1,500,000 tons of sugar in any event, and I did not care to see it go more than that. Then I was met with the proposition, "If you do not, why not impose a limitation?" I am ready to impose a limitation if Congress wants to put it on. That is the position I am in.

What I want to get is something that will develop those provinces in the islands where sugar has been produced for centuries, and where the depression in sugar production affects the whole condition of the islands. That is what I want to do. Not only that, but the sugar interests in the islands are entirely content with that. They are not fighting any other interests. The people of the islands, if they can get this concession, will be entirely satisfied. So likewise with respect to the tobacco interests. If we can effect a compromise, that would bring about a permanent settlement, and the limitation would prevent undue exploitation of the sugar industry. I frequently use the first person singular when I should use the plural, but you know we get interested in a controversy and overlook that point.

If there was only free trade here with the Philippines, your interests would not be particularly affected, and for this reason, that the minute you require a large amount of labor, as you do in the Hawaiian Islands, where they have been importing Chinamen and Japanese to such an extent—the minute you do that in the Philippines you increase the price of labor by leaps and bounds, and you can tell it by the price of labor with respect to hemp. Why, gentlemen, in certain parts of the season where the pulling of hemp is necessary to develop the hemp industry, the price of labor goes up to six or seven gold dollars a day in the Philippine Islands. Of course it is skilled labor, and a great many men are not able to do the hard labor required in the pulling of hemp properly; but I cite that to show that the Philippine Islands are not a community in which the demand for labor does not affect the price. If you exploit your sugar industry, you put the price of labor up, and when you put the price of labor up, its cost increases to a point where the production of sugar ceases to be profitable. I am very glad to have had this opportunity to discuss this subject here.

Mr. MADISON. I am very glad to have heard you, and I thank you for the information.

Mr. CRUMPACKER. You recommended, Mr. Secretary, when you were before the committee before, that we should appropriate a lump sum to the authorities and allow the distribution to be made through the agency of the church.

Secretary TAFT. Yes. My recollection is that I recommended to double the \$363,000. What I thought was, that in view of the circumstances there ought to be an equitable allowance in addition to the exact legal finding which was made.

Mr. CRUMPACKER. In view of the fact that they are our own people and under our political control, we ought to deal fairly, and a little

more than fairly, with them under the circumstances. It would be money well invested.

Secretary TAFT. Yes. I have been told that this price paid for the friars' lands ought to affect this question. That was a good round price, probably more than the lands would have sold for if they had been sold to a private individual. But the purchase by the Government, especially in my experience in Spanish-descended countries, is that the Government never gets land at the price which a private individual could buy it at.

The CHAIRMAN. It is \$17.50 an acre.

Secretary TAFT. There was a great deal of it that was not worth anything like that.

Mr. CRUMPACKER. The friars are not included in this \$363,000?

Secretary TAFT. No, sir.

Mr. CRUMPACKER. We are dealing now with the church claims exclusively?

Secretary TAFT. Yes. I did not feel anything like the same sense of equity with respect to the friars' claims as with respect to the church claims.

Mr. JONES. I want to ask if it is not true that we have never acquired, under that purchase or in any other way, any large part of the most valuable holdings of the friars?

Secretary TAFT. Oh, no.

Mr. JONES. Is it not true that a very large estate, the Mandeloian estate, stretching about 8 miles between Manila and Bulacan, worth some three or four million dollars, was not included in the purchase?

Secretary TAFT. There is an estate that was taken out of the purchase for the reason that the land had been sold to the railroad company for the purpose of construction, and therefore we consented that that should be left out. But that that is the most valuable part is untrue.

Mr. JONES. I have been informed about that recently by a gentleman who has been there for many years and has been familiar with the surveys of land, and he says these lands are actually worth three or four million dollars and stretch along for 7 or 8 miles.

Secretary TAFT. They were left out by the Augustinians, because they had already sold a part of those lands to the railroad, and on account of the fact that they did not present an agrarian question they were left out, in order to make the trade. Doubtless if we had included them we would have had to pay a larger sum. Then there were some exceptions made with respect to some sugar lands, because the Philippine sugar estates company wanted to do some sugar business. It was no easy matter, gentlemen, to get this matter through. The negotiations stretched over two years. The Dominicans, whose lands were most valuable, were determined to stand out. It was, as I say, only after a great deal of negotiation that we put it through.

Mr. JONES. I understood that perfectly, and yet I am convinced that we paid three or four times the proper price of land in Mindoro.

Secretary TAFT. There are 60,000 acres in Mindoro and 60,000 acres in Isabela, but they are so remote from Manila that it is difficult to dispose of land there, and we were trying to clean up. We had to pay more in some places than the land was worth, although we got land elsewhere that was worth more than we paid for it.

Mr. JONES. You have not sold any yet?

Secretary TAFT. No. We do not want to sell it yet. It is better to hold it and wait a little while.

Mr. HAMILTON. There were political questions to be settled that were far more important than the sale of those lands.

Secretary TAFT. The surveys have not been completed, but surveys of tracts for tenants have been begun, but they take a long time to be made.

Mr. JONES. I think the last of these lands was bought in October, 1905, and since that time until the 1st of July last our total receipts in the Philippine Islands in the way of rents, etc., were about ₱325,000.

Secretary TAFT. I think the amount is something more than that but I do not recollect exactly what it is. But whatever it is, it would not affect in the slightest degree my view of the situation, because you are dealing with a lot of lands that have been occupied by tenants without any rent. We purchased not only the lands, but the rentals of these lands since 1896 which have not been paid. They were transferred to the Government, and what we were buying was peace.

Mr. MCKINLAY. Has there been much objection on the part of the tenants to paying rent to the Government?

Secretary TAFT. No, sir.

Mr. MCKINLAY. You say they expected the lands to be nationalized if the insurrection was successful. Were these tenants to buy them from the Nationalists?

Secretary TAFT. Our taking them over seems to have satisfied them, and we were advised it would satisfy the tenants with reference to their willingness to attorn the Government.

Mr. MCKINLAY. They do not have a disposition to assert their own title to the land?

Secretary TAFT. There are some cases of that in Cebu, and some cases in La Laguna. We had to go slowly and diplomatically in dealing with all those people, because they are not very intelligent, and it is quite a sensitive subject with them.

The CHAIRMAN. Mr. Secretary, the aggregate of claims was approximately ₱4,000,000, and the award was \$363,000. In your judgment does that err on the side of extravagance as against the Government?

Secretary TAFT. No, sir; I do not think it does.

The CHAIRMAN. You think that is a perfectly just award?

Secretary TAFT. Yes. I was asked a while ago about how this ought to be paid.

The CHAIRMAN. Colonel Hull did attempt to indicate how payment should be made. Should it be made to some authority in the islands?

Secretary TAFT. I think the bishops of the various dioceses, including the Archbishop of Manila, have a legal right to give a binding receipt for compensation for damages of this sort, because under the canonical law, as I understand it, the title of all church property is properly in the bishop of the diocese, and therefore the archbishop could properly receipt for every parish in the islands. The real party in interest in each case is the parish having the church and the convent which was occupied or injured.

The CHAIRMAN. As to the title, what is your understanding of the decision of the supreme court of the islands?

Secretary TAFT. They have decided that the title is in the Roman Catholic Church, but the person who properly holds the title under the canonical law is the bishop. Therefore I think that the Government would be safe in accepting the receipt of the bishop.

Now I know from the correspondence that we have had that the church is very anxious to have the money paid, if it is paid, to a representative of the church, like possibly the apostolic delegate in the islands. If the bishops of the dioceses consent to that method of payment, and will give the receipts, then I think the Government will be entirely safe in paying it to the agent designated by the head of the church.

Mr. JONES. Mr. Secretary, would there be any objection to limiting the expenditure of this money to objects in the islands?

Secretary TAFT. No, sir. I wish certainly that would be the case.

Mr. JONES. I should fear if it were paid to the apostolic delegate it might be used outside of the islands; in Spain, for instance.

Secretary TAFT. If there were any danger of that, I should like some limitation made to prevent it.

Mr. HELM. Where would you have the right to control it if it is paid?

Secretary TAFT. You could only require a stipulation that it should be expended in the islands; an agreement by the person receiving it. That would be about all.

Mr. HAMILTON. If this were apportioned in a lump sum, and it were a liberal allowance, how would you apportion the payments among the various parishes?

Secretary TAFT. It would be very difficult for Congress to attempt to do that, and all that could be done would be to turn it over to the bishops for distribution, so far as possible, for losses sustained by the various churches.

Mr. HAMILTON. Then there might be a little margin over that for liberality, and in that case what would you do with that?

Secretary TAFT. You would have to leave that with the bishops to distribute. I want to say, with reference to the distribution of the money, that—

Mr. MADISON. From your knowledge, Mr. Secretary, of the character of the men who have had the distribution of the friars' funds, would you say it would be properly expended?

Secretary TAFT. There would not be a cent that would get out of the islands if it went to the hierarchy of the islands. The bishops are not the persons who have had to do with the distribution of this friars' land fund. They have not received the money which they expected to receive. Of course the Government in making this friars' land purchase could not impose a limitation as to what should be done with the money, although we did hope, from the statements made by Cardinal Rampolla, that the money would be applied to the religious needs of the islands. Here is what was stated by Cardinal Rampolla to me (reads):

This result will be all the more easy to attain since the resources of the religious will remain under the control of the supreme authority, to be devoted also to the spiritual needs of the church in the archipelago, besides which the representation of the Holy See, in accord with the diocesan authorities, will not permit the return of the Spanish religious of the above-named orders in the parishes where their presence would provoke troubles or disorders.

That is one of the unenforceable considerations not mentioned in the contract that led us to buy the lands, and another was an arrangement by which, if a parish priest is sent back to a place where a disturbance is likely to arise by reason of his being a Spanish friar, he is recalled at the instance of the governor-general.

That was another source of very great difficulty that we had to deal with. The church was without priests, except the Spanish friars, and there was very strong temptation, therefore, where people were without any religious instructor or priest at all, to send the Spanish friar back; and the sending of the Spanish friar back always created disturbances and always led to bitterness of feeling, charged against the Government, which, they continued to suppose, regulated what priest should be sent; and by reason of this friars' lands settlement, we were able to eliminate those Spanish friars from the parishes, substantially in all cases. There are some few friar parish priests left, but very few. By this time the church has been able to educate a number of native priests, and it has been bringing them out, so that ultimately the priests in the islands will all be natives.

The CHAIRMAN. What treasury paid for the friars' lands?

Secretary TAFT. The Philippine Islands treasury. The money was raised by bonds issued under authority of Congress, but by the Philippine government on bonds of the Philippine government, which the United States has not guaranteed.

Mr. MCKINLAY. In case Congress should add an equitable amount to this \$365,000, the amount of the award, is it not a fact that every parish has an ambition to rehabilitate its church and convents, and would naturally press the bishop to give them as much as possible of the amount in order to repair again the church in the community, and that would naturally cause an equitable distribution of the amount among the various parishes?

Secretary TAFT. Yes, sir.

Mr. MADISON. We might increase the allowance made by the board to a certain extent?

Secretary TAFT. Yes.

Mr. MCKINLAY. Would it not be better left to the bishops of the dioceses?

Secretary TAFT. I think so. You can be more certain that the money left to the bishops of the dioceses will go promptly to the interests you have in view.

Mr. WASHBURN. Have not the interests so changed that they would not want to rehabilitate the churches where they were?

Secretary TAFT. Generally the churches were built so solidly that they would rehabilitate them where they stand. Generally they are built according to the Spanish architecture, with thick walls, and the bases of a new building would be found in what remains of the old buildings. So much of the old buildings would be left that it would be more economical to repair them than to build new buildings.

Mr. WASHBURN. The conditions have not so changed as to render the entire reconstruction of these buildings in other places necessary?

Secretary TAFT. No, sir.

Mr. DAVIS. Is it feasible to pay this money to the respective bishops of each diocese?

Secretary TAFT. It could be.

Mr. DAVIS. Would it not have to be secured in some way?

Secretary TAFT. That is suggested on the report of the committee, is it not?

Mr. DAVIS. I understood from Colonel Hull that it was to be given to one individual—the papal delegate, and—

Secretary TAFT. I have no doubt that the money would be distributed perhaps with more usefulness if it were left with the Archbishop of Manila or the apostolic delegate there. But I was speaking particularly of a legal method of procuring release from the legal obligation against the Government. You might make a payment to one person on condition that he presented a release from the bishops of the dioceses.

Mr. DAVIS. This question suggested itself to me in consequence of the idea of trying to retain, if possible, these funds in the islands. If given to the respective bishops, do you think it would be more likely to be retained in the dioceses than if it were given to one delegate at large?

Secretary TAFT. I do not think there will be any danger that the money will not remain in the islands. It is needed so badly that it will stay there.

Mr. MADISON. I understood Colonel Hull to say in effect that the people already had written authority to represent the different dioceses, and that he can settle up this entire matter and give the Government a receipt, and all responsibility on the part of the Government would end right there.

Colonel HULL. There was a representative of the bishops before the board, and I said he could get a legal quittance from the bishops and file a receipt.

Mr. CRUMPACKER. The archbishop is an American?

Secretary TAFT. Yes. All the bishops are Americans except one, and he is a Filipino.

Mr. CRUMPACKER. There would be no likelihood of using that money anywhere else than on the islands if the money were paid to the bishops, and the receipt of the bishop of each district would be a sufficient release?

Secretary TAFT. Yes.

The CHAIRMAN. Would there be any difficulty in having a provision in this bill to the effect that the money should be paid to the Archbishop of Manila for distribution to the provinces upon his presenting a receipt or authorization from each of the bishops?

Secretary TAFT. No, sir. I believe he does not care for the responsibility.

Colonel HULL. I know there is liable to be trouble over that, from the fact that the archbishop has no control or authority over the financial arrangements of the other bishops, and if there is given anything in the way of a gratuity it would be a question as to whether they would get an equitable portion of it.

Secretary TAFT. I think the church authorities generally would much prefer to have it given to one man, in order that its distribution should be made equitable, with a view to circumstances that it is hardly possible to make clear to the committee or to Congress.

Mr. CRUMPACKER. If he turned it over to the archbishop he would distribute it through the agent of the church there?

Secretary TAFT. Yes. I think if you appropriate the money it will not make much difference how you fix it——

Colonel HULL. Except that the Archbishop of Manila is one of the interested claimants.

Mr. PARSONS. Then the Archbishop of Manila does not in a financial way represent the head of the church there?

Secretary TAFT. He is head of the province. He calls conferences, and he——

The CHAIRMAN. He could take charge of this money if Congress should so direct by law?

Secretary TAFT. Yes; he could.

The CHAIRMAN. Mr. Secretary, do you think of anything additional that would be pertinent here?

Secretary TAFT. I do not think so. There is a great deal about this matter in the reports of the Secretary of War.

The CHAIRMAN. If we should want to call you again this week——

Secretary TAFT. I am at your disposal.

The CHAIRMAN. Thank you.

COMMITTEE ON INSULAR AFFAIRS,
House of Representatives, January 21, 1908.

The committee met at 10.30 a. m., Hon. Henry Allen Cooper, chairman, presiding.

The CHAIRMAN. We will this morning take up again the question of the Catholic Church claims in the Philippine Islands.

STATEMENT OF MAJ. JOHN BIDDLE PORTER, U. S. ARMY, ASSISTANT TO THE JUDGE-ADVOCATE-GENERAL, U. S. ARMY.

The CHAIRMAN. Major, will you please give your name and rank?

Major PORTER. Maj. J. B. Porter, judge-advocate, U. S. Army.

The CHAIRMAN. Have you been in the Philippines?

Major PORTER. Yes, sir.

The CHAIRMAN. When?

Major PORTER. I was there from the fall of 1899 until the beginning of 1902.

The CHAIRMAN. In what capacity?

Major PORTER. I went out there as an officer of infantry with my battalion, later was on staff duty in Manila, and finally was appointed a judge-advocate and remained in Manila on the staff, although not doing judge-advocate's work.

The CHAIRMAN. During those three years you became pretty thoroughly acquainted with conditions in the Philippine Islands, did you not?

Major PORTER. Yes, sir. For a good many months I was on a board of claims taking under consideration civil claims, and later I became assistant to the secretary to the military governor, who was the officer having entire charge of civil affairs under the military government. I remained in Manila under General Chaffee, in charge of civil affairs for that portion of the islands that were not immediately turned over on the 4th of July, 1901, to civil control.

The CHAIRMAN. While serving in that capacity, was your attention called to the Catholic Church claims in the Philippine Islands?

Major PORTER. Yes, sir. They were a source of constant discussion. They were constantly coming up, in one form or another, for consideration.

The CHAIRMAN. What was the character of the claims brought to your attention?

Major PORTER. They were extremely varied. Of course from the time that we took over the government of the Philippines the Catholic Church sought to straighten out its position. That was the beginning, and we had all sorts of claims put in then, while various authorities of the church would call upon us to do quite impossible things under our system of government, which they did not always seem to understand. These were largely efforts to cause us to do things in the way of restoring to them various properties, and so on, and so on. Later came up the question of rentals and damage done to their churches in one form or another, either by our own army or by the insurgents. It would be hard to say what was not suggested in those early days to the military governor and his officers along those lines.

The CHAIRMAN. Do you know of any church property—conventos, etc.—being occupied by our troops or by prisoners?

Major PORTER. Yes, sir. However, of the occupancy by Spanish prisoners I know only by reports and from having gone over the papers. When the army entered the city of Manila, on the 14th of August—

The CHAIRMAN. Of what year?

Major PORTER (continuing). Eighteen hundred and ninety-eight, it became necessary to house the surrendered Spanish garrison. We took over the barracks for our own troops, and it therefore became necessary to house the Spanish garrison elsewhere. This was done by putting them in the convents in the city of Manila. I do not mean by the term "convent" the parish house, as we constantly use the term. Those were the actual convents of the four orders in Manila, and the latter at once began asking for—

The CHAIRMAN. Can you give the names of those four orders?

Major PORTER. The Dominicans, the Franciscans, the Augustinians, and the Recoletos. The Jesuits have never during all the time that we have been in the islands appeared as one of the orders in the sense in which the others have. They have remained quiet, and at no time when we speak of the orders have we included or contemplated the Jesuits.

The CHAIRMAN. Do they own property there—the Jesuits?

Major PORTER. I fancy they do, sir.

The CHAIRMAN. Do you know anything as to that yourself?

Major PORTER. I know nothing except as shown by the church claims. There are certain claims which the Jesuits filed through the church proper.

The CHAIRMAN. When you speak of "orders," in referring to these convents, you mean the friars?

Major PORTER. I mean the friars.

The CHAIRMAN. The four orders of friars who occupied these buildings?

Major PORTER. I speak of these buildings in contradistinction to the church property which was owned by the church proper.

In the country where there was a garrison established or a temporary sojourn made we depended mainly for quarters on the churches and the parish buildings, which are usually called "conventos."

The CHAIRMAN. Those are distinguished from the friar properties?

Major PORTER. Yes, sir.

The CHAIRMAN. What do you know of the occupancy of that particular property—the church property proper—by our troops or prisoners?

Major PORTER. Speaking from my own personal knowledge, I occupied a part of the church at Bacoor. Our troops occupied the church as a storehouse, for quarters, and as a guardhouse, and the convento as a hospital.

The CHAIRMAN. For how long?

Major PORTER. Well, I relieved the Fourteenth Infantry there, and I was there with my battalion a good many weeks, and I know that my successors continued to occupy it. I suppose that the total occupation must have been about two or three years. However, I am not prepared to say positively as to that. I am speaking only of general possession.

The CHAIRMAN. That occupation was, I suppose, to the entire exclusion of the church?

Major PORTER. Yes, sir. At Dasmaringas, where we were stationed for some time, the altar and adjacent parts of the church were used by the commissary as a commissary storehouse, and the commissary himself slept on the steps of the altar. The middle of the church was used for general storage purposes and the front for a guardhouse. The roof was used for a lookout and the sacristy for a commissary sales depot. It was the only available house in the place. At Silang—these places are all in Cavite Province—I had occasion to go there frequently—I am giving you my personal observation—other regiments used the convento, although the church was still used for sacred purposes. The parish buildings and everything else adjacent thereto were used for quarters and storage.

The CHAIRMAN. When you refer to the convento in this instance, you mean the priest's house.

Major PORTER. Wherever I say "convento" I mean the parish, or priest's house. When another battalion of my regiment went to Taal, they did not occupy the church because they did not need it, but they used the convento. The church itself was barren, the insurgents having taken away the sacred images, ornaments, and everything of any value. We used the tower for a sentry lookout, but virtually the whole church property was in our possession for occupancy for months. The same was the case at Las Pinas, where some of my regiment was stationed. Of course there was a certain resultant damage, for, I regret to say, the average American man is rather a breaking animal. The Spanish troops while confined as prisoners in those convents in Manila—the convents of the friars—appear to have committed a large amount of wanton damage. They tore up music books, they scratched and broke the organs, and otherwise ruined considerable property.

The CHAIRMAN. The Spanish soldiers did that?

Major PORTER. Our prisoners did it. I suppose we were responsible to the landlord when we took over the houses; I remember speaking to some of the friars who came to complain, and said, "Aren't they good Catholics?" They replied, "Yes, but they are soldiers;" as much to say when you become a soldier you lose all respect for everything. That seemed to be their point of view.

The occupancy of the conventos was general throughout the islands. For instance, I was sent to Tayabas. There I observed that the church property was used. Services were still conducted there, as the church proper did not have to be occupied, but all the buildings attached to it were used for military purposes—either as offices, as a storehouse, or as quarters. I observed the same in many other places.

The CHAIRMAN. Speaking generally, in the various pueblos they were the only buildings which were available.

Major PORTER. Virtually so; yes. A good many of them, of course, were susceptible of defense, which was another point which had to be considered in the days of hostility. A village made up of nipa shacks might have afforded shelter from the weather, but, as we have seen at Balangiga, where a company of the Ninth Infantry was massacred, the occupation of segregated small huts in a hostile country is a dangerous practice.

Mr. FORNES. In occupying those churches and conventos, you removed pretty nearly almost all the furniture, did you not, such as the pews, etc.?

Major PORTER. There were no pews. They have no pews in those churches; they have confessional boxes and sacred images and ornaments. Beyond these there is virtually no furniture in the churches. When we found furniture in the conventos, we were only too glad to use it.

Mr. FORNES. During the occupancy I presume you used the walls for the hanging of uniforms and such things, which meant the driving of nails?

Major PORTER. The troops drove nails and tore down partitions, and did all sorts of things to adapt the premises to their new use. They made themselves absolutely at home. Sometimes the same men occupied these buildings for six months or a year at a time.

Mr. FORNES. And in arriving at the estimate of the claims, was the restoration of the buildings taken into consideration?

Major PORTER. That I do not know, sir. I was not on the board. I presume the restoration of the buildings was taken into consideration. As assistant to the Judge-Advocate-General here in Washington, with the knowledge I had generally of the situation—I went over the report of the board in Manila, and the review of the Judge-Advocate-General was to the effect that the recommended award seemed very moderate, considering what we knew in a general, off-hand way of the use of the buildings and the damage done to them.

The CHAIRMAN. You are now stationed in the office of the Judge-Advocate-General in this city?

Major PORTER. I am assistant to the Judge-Advocate-General.

The CHAIRMAN. And you have gone over the matter of the record of these claims pretty thoroughly.

Major PORTER. Yes, sir.

The CHAIRMAN. FROM your study of the record, and from your knowledge of conditions as you found them from personal observation and otherwise, what do you think as to the merits of the award of the board?

Major PORTER. I think the award is extremely conservative, Mr. Chairman; that is my opinion of it. I have no interest in it, one way or another, but the impression made on my mind, from what I have seen in the Philippines during the two years and a half that I was in the islands, is that the estimates were very moderate, particularly considering the difficulty of replacing the property destroyed.

The CHAIRMAN. There is one question of law I would like to ask you at this point. Suppose, during the occupancy by our soldiers of the priest's house or convento, there was wanton destruction of the property by fire, what would you say as to the liability of this Government?

Major PORTER. What do you mean by wanton destruction?

The CHAIRMAN. Suppose a soldier was drunk, and as a matter of deliberate malice outside of orders from his superior officers, and outside of military necessity, but merely as a matter of pure, wanton mischief, destroyed church property.

Major PORTER. It would come within the rule that the Government is not responsible for the tortious acts of its servants.

The CHAIRMAN. That is true.

Major PORTER. Generally speaking, of course, there is an equitable duty, you might say, on the part of the Government to straighten out wrongs that are done by its servants in that way.

The CHAIRMAN. I observe that the Board, in reporting upon claims of that kind, say that they were all excluded from the award.

Major PORTER. We have got to do that. Congress may do things that we can not do. If we are called upon to report on the question of compensation to an individual for the tortious act of a soldier, we have got to say, "We can not pay you." Congress is under no such limitation, but we are. As a part of the executive, if the question comes up to us we have got to say that it is a well-settled point of law that the Government is not responsible for tortious acts of its agents.

The CHAIRMAN. Of course, technically speaking, I suppose you would say that in this case the Government of the United States was the tenant and the soldier was the servant. That is the idea.

Major PORTER. That is the idea.

The CHAIRMAN. The soldier not being the occupant, but the Government being the occupant, and the soldier the servant.

Major PORTER. The soldier is the agent.

The CHAIRMAN. I should say the agent; but of course the Government is made up of individuals, so to speak; it is not a physical corporeal entity. What would you think of the justice of the allowance of a claim where soldiers under the command of officers were occupying a church or convento, and they deliberately set the building on fire, of our paying for it?

Major PORTER. I should say that justice required that our Government should compensate the owner; but if the question should come before me as a point of law based on former decisions, I would say that it could not be done by any executive agency.

The CHAIRMAN. That is the attitude of the Judge-Advocate-General throughout.

Major PORTER. Yes; we have had to take that action; we have no latitude. We are not like Congress; we can only follow what the decisions have held to be the law.

The CHAIRMAN. Major Porter, are there any other instances of destruction of property in the Islands that you now think of importance to the committee to hear about?

Mr. CRUMPACKER. Before we leave this point I would like to ask the Major a question. While it is the law that the Government is not responsible for the unauthorized and the wanton or tortious acts of its agents, yet where the Government takes possession of property for its own use and puts its soldiers and agents in the property, they appear to lose sight altogether of the obligation the Government assumes to protect the property against the wanton acts of its own agents. The obligation of the Government when it takes possession of the property is that of a tenant who is bound to protect the property against the wrongful acts of his own occupants. Now, do you recognize any distinction between the wanton acts perpetrated by men who are in possession of property occupied by the Government, and casual wanton acts of destruction and violence that happen in the course of warfare or on the outside? Do you recognize any difference between that class of acts?

Major PORTER. If the question be merely one of landlord and tenant, why then, of course, we do not recognize the individual act by which the damage was done, but if a claim be made, as it frequently has been, resulting from the act of some particular soldier who is not in control, we have to fall back on the principle of which I have spoken. If they say, "You took over this building in perfect repair, and you should return it in the same condition in which you got it," that is different. That is a case in which under ordinary circumstances we would say the ordinary rules applicable to landlords and tenants apply.

Mr. CRUMPACKER. And the Government then would compensate for the injury to the property, without any regard to how that injury occurred, of course, provided such injury occurred through its own agents.

Major PORTER. Yes, in a general way it would, and that could be met under ordinary circumstances by the current appropriations for barracks and quarters.

Mr. CRUMPACKER. And that grows out of the responsibility. It is not based upon the damages perpetrated by the wanton acts of the soldiers, but out of the responsibility that the Government assumes in taking possession of the property, to take care of it and protect it against waste and destruction.

Major PORTER. Yes, there is an implied contract to restore the building in the condition in which it was taken, with ordinary wear and tear excepted.

Mr. CRUMPACKER. That is the civil law.

Major PORTER. The reason I spoke as I did is that we have had a great many claims filed, for instance, for the burning of a shack by two or three soldiers who went in there to sleep and set fire to it by endeavoring to cook in a nipa hut according to the American fashion. They might as well have tried to do it in a powder factory. In

cases of that kind we have had to say that these men were not authorized to do what they did.

In other cases where, for example, the Government has leased some of the best houses in Manila, the situation has always been that of landlord and tenant. We are usually responsible for damage beyond the ordinary wear and tear.

The CHAIRMAN. Does that liability go to the extent of guarantor, or to the exercise of reasonable care?

Major PORTER. Reasonable care, sir.

The CHAIRMAN. It is your idea, as I infer from what you say in reply to Judge Crumpacker and in reply to my own questions, that if the Government were to allow for damages for the destruction of property, even though wanton, where we were in possession, as in the instances which you have specified, that it would be only just.

Major PORTER. That is my opinion, yes, sir. That is what I have gathered. This question has been present with me for a number of years; for, while all of these church claims have been set aside until things were more generally settled, we were able to meet many other claims as they were presented. When the church claims first came up, we said "This is not the time." We had not then looked into the question of our liability sufficiently in the matter of titles and desired to be guided by the civil courts on those points. I became very familiar, however, with these claims from June, 1900, when I went up to Manila on special duty and had charge of them.

The CHAIRMAN. To repeat what you have said, I understand your statement to be that the award of \$363,000 is very conservative.

Major PORTER. Very conservative.

Mr. DAVIS. I am not exactly clear on this question of liability, which Judge Crumpacker brought up, and I have been trying to find some case that would make it clearer perhaps. Suppose that from necessity arising from the state of war our army was on retreat, and in so doing had, as it were, a necessity to occupy one of these conventos or church buildings, and the necessities of life, as you might say, that they break down, tear up an altar or any furniture that happened to be therein for their own defense or purpose, not authorized by any officer, but the soldiers considered that they should use this—perhaps unnecessarily so—but in their judgment they used it, would this be a claim that the Government should pay? When it directly appeared to the board subsequently that this was absolutely unnecessary, although the soldiers at that time thought it necessary, but it proved to be wanton damage, what would you do with a claim of that kind?

Major PORTER. Well, it would be very hard to say. If the damages were done in the train of war it seems well settled that no payment for damages is due.

Mr. DAVIS. I understand that general principle.

Major PORTER. I think the case you mention would be a case for the evidence. If you could show that these men, even under the circumstances of a retreat, were reckless and did unnecessary damage, the remedy would lie against the individuals if they could be found.

Mr. WASHBURN. But not against the Government.

Major PORTER. Not against the Government. I think not.

Mr. DAVIS. That is what I wanted to ascertain. That would be a case of recklessness of the troops, or supreme contempt for the church

and its buildings, and if an officer were present without, perhaps, having attempted to prevent the acts—for soldiers are soldiers under certain conditions—and they would say, “Why, perhaps they were Protestants, and they did not care anything about the Catholic faith, and would just as soon burn the images and ornaments”——

Colonel HULL. I hardly think that there was a case of that kind in the whole archipelago.

Mr. DAVIS. I was trying to decide this point of Judge Crumpacker’s; trying to draw out the distinction——

Mr. CRUMPACKER. My question is predicated upon the theory that in all these cases the Government by its officers took possession of the property and excluded the owner, and therefore assumed the responsibility of landlord, put those soldiers in and by its own soldiers occupied it as a tenant. If the Government’s own soldiers perpetrated acts of damage, whether wanton or otherwise, the tenant is bound to be responsible for regulating the acts of the soldiers. It is like a family who rent a house, and if the children do damage the tenant is responsible.

Mr. DAVIS. I understand that your position is this, that if the Government of the United States, by and through its officers went to the owner of a church—the friars or whomsoever it might be—and said, “We want to occupy this church for quarters, for living purposes,” the parties are simply in the position of landlord and tenant.

Mr. CRUMPACKER. Suppose they take possession without permission.

Mr. DAVIS. Any damage then that was done where the Government is in the position of a tenant and where it deliberately went in for that particular purpose, then it ought to pay the damages, at least where all reasonable care could have prevented it.

Mr. CRUMPACKER. Let me ask you——

Mr. DAVIS. (Continuing.) But, where in retreating hastily they come to the property without the knowledge of the owner, and in the train, partially, of war, you might say, and occupy it, then if the servants (the soldiers of the Government) committed wrong under any misapprehension of fact or otherwise, there seems to be a difference between the two cases.

Mr. CRUMPACKER. There is this difference I think. In the first place, there is no such case as you have stated, I understand, before the committee for its consideration.

Mr. DAVIS. Because the American troops never retreated.

Mr. CRUMPACKER. No, there is no such question for consideration. Your statement suggests the notion that a man who is a right doer, in the first place who gets consent is bound to do some things, but if he is a wrongdoer, he is relieved from any responsibility. My notion is—and I think it is true—that the Government obtained no consent of the proprietor or custodian, but as a mere matter of military necessity took possession of the property that was convenient, the only property that was of the kind they needed.

The CHAIRMAN. Noncombatants.

Mr. CRUMPACKER. Yes. Took possession. I say that they are subject to some degree of responsibility. I do not say that the occupation of the buildings by our soldiers under any circumstances was

wrongful. I say that the occupancy of the church property may be of two kinds: First, by consent of the owner and by agreement; and next from apparent necessity owing to the business they are then engaged in, either advancing or retreating, which partakes to a certain extent of the train of war.

Mr. GRAHAM. I supposed that all the occupancy was without the consent of the owners.

Major PORTER. Almost entirely. There were no terms or agreements.

Mr. CRUMPACKER. They just took possession of it.

Colonel HULL. In ninety-nine cases out of one hundred that is correct.

Mr. DAVIS. Are not there some cases in which they spoke to the authorities and said that they would like to occupy the property?

The CHAIRMAN. That would come under the head of "contracts."

Mr. FURNES. The Government requires protection for its soldiers. Those buildings, as it has been stated, were used not only for the housing of the soldiers, but also for fortress purposes, as I understand it.

Mr. GRAHAM. And prisons.

Mr. FURNES. Let us look at the justice of it. If we had not used some of these buildings, we would have had to build forts or else take the chance of losing a great many more soldiers. The lives of soldiers are, of course, very valuable. No estimate can be placed upon them. This property was there, and the Government saw fit to make use of it. Now, any technical point of law, whether they were landlord or tenant, then the relation was there still. The Government took advantage of this property in order to maintain, or to take advantage of it they destroyed a certain share of it. Now, as it is properly stated here, the allowance is very conservative. At this point I want to ask a question for my own information, being the first time I have had the honor of attending one of the meetings of this committee—I am a new Member also. Are these claims assumed to cover all damages to the property, or are there other claims pending against the Government by the church?

Major PORTER. No; there are no other claims.

Mr. FURNES. This is the final judgment for the use of all the church property?

Major PORTER. There may be individual claims for various things, but the only ones that are before this committee are for the use of the premises and the resultant damages thereto.

The CHAIRMAN. Major, do you think of anything else that you desire to submit to the committee?

Major PORTER. No, sir; except that point which was raised a few moments ago. I venture to say that during the first year or two, no church property whatever was entered into by the consent—that is, outside of Manila—with the consent of the landlord, if we call the church the landlord. We went there, and we found that property and we used it. Later, when things settled down and it became necessary to occupy private buildings, a quartermaster would lease them just as we would here in Washington if we had to occupy similar property.

Mr. FURNES. As I understand you to say, not only for the housing of soldiers, but also for defensive purposes?

Major PORTER. Defense, storage, and everything. You must remember that a great point also was to get a roof over our men.

Mr. DAVIS. In any country where the citizens are engaged in war they must expect damages to their property by the enemy.

Major PORTER. We never looked upon the Filipinos as enemies.

Mr. DAVIS. Well, they lived in a country where a contest was going on. The inhabitants ought to stand some of the injuries of war because they live in a country where war is going on.

Major PORTER. Our theory was that we ought not to consider the Filipinos at large as inimical to the United States. There were certain misguided men among them, but we never looked on the country at large as though in a state of rebellion, although a state of war existed.

Mr. DAVIS. They were like Old Dog Tray—in involuntary company. [Laughter.]

Mr. FURNES. This property which you occupied was never used as against the Government of the United States in any way. What I mean by that is, to shelter the enemies of the United States, or in any way to protect them by saying: "We will give you the benefit of this property."

Major PORTER. In a good many of the churches the insurgents had prepared to defend their position. I do not know of any case where they actually did it.

Mr. FURNES. Take forcible possession of the property?

Major PORTER. They would take forcible possession if they could and say, "We are going to hold this as a stronghold," but I know of no instance in which there was an actual fight at the church.

Colonel HULL. They fired upon us from that church [indicating photograph Pateros].

Mr. MADISON. There was no instance where the church gave over property voluntarily for the use of the enemy. That is what Mr. Furnes was getting at.

Major PORTER. No, no.

The CHAIRMAN. Now, Major, do you know of anything else in reference to these claims of importance to the committee to know?

Major PORTER. Nothing except to say that we looked upon all these properties as being occupied under a constructive contract. No regular contract was possible. The enemy had taken to the woods—if we call them an enemy—some of the priests had been murdered and some had been chased into Manila. I know of no case where it was possible to enter into any formal agreement to occupy these churches or properties.

The CHAIRMAN. Have you anything further that you care to say to the committee?

Major PORTER. No, sir.

Mr. HELM. There is a question I would like to ask the major, if I may be permitted. If the Government is responsible for the willful and malicious acts of one of its soldiers in destroying property, on the same theory would it not be responsible for the willful and malicious acts or murder of an individual? For instance, if the soldiers were to murder—

Major PORTER. The Government is not responsible for the tortious acts.

Mr. HELM. That is what I understood Judge Crumpacker to say.

Major PORTER. If you had a family of seven children and took a house, you would be responsible to the landlord for any damage that the seven children might do. In the same way, if the Government takes a building and use it in a normal way, it is responsible for it. In this case the Government is the tenant and is responsible to the landlord. If a man goes down the street and sets fire to another man's house, although a soldier of the United States, the United States is not responsible for his act.

Mr. HELM. That is the way I understand it.

The CHAIRMAN. The general rule is that the tenant agrees to return the property in as good condition as he receives it, ordinary wear and tear excepted—that is the rule of landlord and tenant.

(To Major Porter.) We thank you very much, Major Porter. That is all this morning. Now, Colonel Hull, we will be pleased to hear you. It may be well for Mr. Fornes to know that Colonel Hull is judge-advocate of the Regular Army, Department of the East, and that he was the president of this board that considered these claims.

Mr. FORNES. Of this Commission.

The CHAIRMAN. Of this Commission.

Mr. CRUMPACKER. He testified the first day.

The CHAIRMAN. Yes; Colonel Hull testified the first day. We are having his testimony printed and you will have a copy of it very soon.

STATEMENT OF LIEUT. COL. JOHN A. HULL—Continued.

The CHAIRMAN. Now, Colonel Hull, I want to ask some questions based on this printed statement that you handed me. I find that the gross award of the board under the report of November 15, 1906, and the report of March 5, 1907, is \$363,430.19. Is that correct?

Colonel HULL. Yes, sir.

The CHAIRMAN. You say that under the supplementary instructions of July 16, 1906, the board estimated the damage to the church property by war at \$618,540, and by the insurgents at \$834,374, making a total of \$1,452,914.

Colonel HULL. I would like to add one thing right there. This estimate was from the claims presented by the church. I have no doubt but what there are a number of other small claims not presented by the church which would increase the total damage suffered by the church.

The CHAIRMAN. Right at that point I have a question to ask. The church also claimed for loot of articles of cult and ornamentation \$298,222.50—approximately \$300,000. You say that the board, in its report of December 31, 1906, declined, on account of lack of information, to estimate the money value. Is that true?

Colonel HULL. Yes, sir.

The CHAIRMAN. On page 39 of the printed report of January 15, 1906, they do, however, find that \$40,000 would cover such loss; that is, the loss of articles of cult, images, vestments, etc., caused by the American army. The other damage was, I suppose, by the insurgents.

Colonel HULL. The insurgents, Filipinos themselves, Chinese, and other evil-disposed persons.

The CHAIRMAN. You add in this statement that this item was not favorably considered by the Judge-Advocate-General, as the allowance of the same would establish a bad precedent. Then you say that the church also presented claims for moneys and supplies seized by the insurgents and used by them in the prosecution of the war, cash \$57,603.50 and supplies \$8,500, making a total of \$66,103.50. Why were not those claims investigated?

Colonel HULL. Because we did not consider that any nation would consider the matter of the reimbursement of money and supplies turned over to the enemy to continue war against that nation, and then when the war had been successfully terminated say that the successful country should reimburse the other fellows. We therefore made no investigation of these claims, but simply reported them. It was impossible to make such an investigation. While I have no doubt that some of the money was seized, some of it was voluntarily turned over by priests hostile to us.

The CHAIRMAN. Now, Colonel, I have here a statement made by Right Rev. Frederick Z. Rooker, bishop of Jaro. Was he duly sworn as a witness by your board?

Colonel HULL. He was, sir.

The CHAIRMAN. It is dated December 5, 1906, at Jaro, Iloilo. Is this typewritten statement the statement of the bishop?

Colonel HULL. I can identify it. [After examining the paper.] It is, sir.

The CHAIRMAN. He was an American?

Colonel HULL. He was.

The CHAIRMAN. He is now dead?

Colonel HULL. Yes, sir.

The CHAIRMAN. He died when?

Colonel HULL. He died since I left the islands.

The CHAIRMAN. He was formerly stationed in Washington, was he not?

Colonel HULL. He was probably known to a great many of the members of the committee. He was the Doctor Rooker who was secretary of the papal delegation here. He was one of the best-known Washingtonians, a man who was invited everywhere on account of his wit and mental activity, and I think that it would not be out of place to call the attention of the committee, although you may not desire to have it go in the record—

The CHAIRMAN. I want you to state, so that it may go into the record, his mode of life there, his influence in the church, and how he died.

Colonel HULL. I did not have the pleasure of knowing Doctor Rooker at the time that he was in this country. I did meet him in the Philippines as the Bishop of Jaro. I have had a great many personal talks with him, and I know that the man was bending every energy that he could to fix up the buildings and the cause of education in his diocese. I know that the man lived in conditions entirely different from that usually supposed bishops enjoy, on account of expense, and he felt that he could better use the money for buildings and education than he could for living; and I know that the man went hungry, and I have no doubt that his death was probably hastened from the fact that he starved himself for the benefit of his diocese. I know that at times he did not have enough to eat.

The CHAIRMAN. Please tell the committee what he once said to you about a meal.

Colonel HULL. I was there one time, and he told me that he was sorry that he could not have me to lunch that day because he had nothing but native food, and he would not care to offer that to an American; he did not think it was fit to serve to a friend. He lived on fish, rice, and other things that are not palatable to one who has not been thoroughly educated to them.

The CHAIRMAN. What was the condition of the buildings in his diocese?

Colonel HULL. A good many of them were destroyed.

Mr. WASHBURN. What was his diocese?

Colonel HULL. Jaro, Iloilo. I have in my hand exhibits 1562 and 1564.

The CHAIRMAN. What are they?

Colonel HULL. Showing two views of the archbishop's palace at Jaro. I would like to show them to the committee.

The CHAIRMAN. In ruins, is it?

Colonel HULL. Yes, sir.

The CHAIRMAN. Yes, show them to the members of the committee.

Mr. HELM. This man was sent out by the Government?

Colonel HULL. He was appointed bishop at the solicitation of this Government that Americans be placed in charge of these dioceses.

Mr. HELM. Did he receive any compensation from the Government?

Colonel HULL. None whatsoever. He was a bishop of the Catholic Church.

(At this point Exhibits Nos. 1562 and 1564, the same being photographs of the bishop's palace at Jaro, Iloilo, were shown to the committee.)

That building [referring to the palace at Jaro] was in somewhat dilapidated repair when we took possession of it, due to the insurgents. The board allowed a rental of \$50 a month for this building. A part of the building could be used, and was so used for offices—the best portion of it. We estimated that \$50 a month would be sufficient compensation for this building.

Mr. FURNES. For which building?

Colonel HULL. For that building [indicating bishop's palace at Jaro represented in photographs].

The CHAIRMAN. Here is a part of the statement of Bishop Rooker, and I want to read it to you and get your judgment:

Even if the Government were to grant the claims of this diocese just as they stand, the condition of the church here would still remain very much deteriorated in comparison with what it was before the war. The sums asked for would be insufficient to put the property back to its original condition. These amounts are calculated on the basis of damages actually done. Since then, as time has passed, the deterioration to the damaged buildings has increased month by month. This subsequent deterioration has not been included in the claims which have been presented. The repairs to-day would be much more than at time of damage. For example: If the claim made for damages in the parish of Maasin (case 369), amounting to ₱2,000, had been paid at the time they were made the amount would have restored the property to its original condition; to-day that restoration would cost not less than ₱10,000.

Q. Recently you caused contractors to look over the bishop's palace at Jaro?—A. I have.

Q. Did you have any estimate made as to cost of repairs?—A. I had four estimates made.

Q. Will you state what they were?—A. The estimates ranged from 25,000 to 30,000 pesos.

The CHAIRMAN. Do you remember how much you allowed for that?

Colonel HULL. For Maasin?

The CHAIRMAN. Yes.

Mr. WASHBURN. Is that going into the record?

The CHAIRMAN. Gentlemen, I think that it would be well, unless there be objection, to put this statement of Bishop Rooker's into the record. It is his sworn testimony given before the board of which Colonel Hull was president. I would like to hear from the committee on that point of whether I shall order it put into the record.

Mr. CRUMPACKER. I think that it should go into the record.

Mr. WASHBURN. Bishop Rooker is now dead?

The CHAIRMAN. Yes.

Mr. WASHBURN. When did he die?

Colonel HULL. Last year. We recommended at Maasin payment of rent for thirteen months at 50 pesos a month, and 250 pesos, making a total of 9,000 pesos.

Mr. WASHBURN. That is, the claim was for 2,000 pesos and you allowed 9,000 pesos. What was the bishop's estimate?

Colonel HULL. He said that 2,000 pesos would be a fair estimate.

Mr. GRAHAM. If it had been received at that time.

The CHAIRMAN. That was the way the estimate was put in at the time, but the subsequent deterioration would amount to 10,000.

Mr. WASHBURN. I would like at this juncture to ask a question of the chairman that perhaps might be entirely relevant, and that is, what is the attitude of the church toward us now, toward this Government in regard to these claims? Do they feel impatient? Do they feel outraged? Do they feel that justice has been done them? Do they feel quiet?

The CHAIRMAN. I have been chairman of this committee ever since it was organized, and I have never heard a word of discontent on this score. Have you heard anything of the kind, Colonel Hull?

Colonel HULL. They are anxious that payment should be made, naturally. We discussed in the printed report the attitude of the church toward this country.

The CHAIRMAN. If they receive \$363,000 will they feel satisfied, or will they feel aggrieved?

Colonel HULL. They will be very thankful to receive any amount of money, but they feel that, under present conditions, the award is inadequate.

Mr. FORNES. Does this include your whole report—your comments also?

Colonel HULL. That includes the comments of the board. We have subsequent reports later, which are before the committee.

The CHAIRMAN. Apropos to what you have just said, Colonel Hull, I again call the attention of the committee to what Bishop Rooker said. The claim was filed for damages in the parish of Maasin at 2,000 pesos, and the award was made as the colonel has just said.

Mr. WASHBURN. At 900 pesos?

The CHAIRMAN. Yes. Of course, they left out all question of damage, etc., and the bishop said that they waited so long before they got any money—they have not yet received any—that wind and

weather have deteriorated the property very materially, and the contractor says that it would now take 10,000 pesos to put the buildings in condition. The claim is for 2,000 pesos.

Mr. WASHBURN. There is another question that I would like to ask. When was this matter in condition to be acted upon by Congress? When were these investigations completed?

The CHAIRMAN. The matter came before us last year.

Colonel HULL. This is really the first year that you have had all of the documents in your possession.

The CHAIRMAN. The subject came before us at the last session, but unfortunately the documents which you see on that table [indicating] were in the Philippines. They had been here, but were returned to the Philippines via Suez. We cabled for them, but they did not come until after Congress had adjourned. Moreover, we could not get the opinion of the supreme court of the islands touching the question of the title in time to get to work upon the claims. We adjourned on the 4th of March, and some of these things did not get here until after we had gone home.

Mr. WASHBURN. There is one question that I would like to ask Colonel Hull. If this \$363,000 award was a fair one at the time it was made by the Commission, should anything be added to that because of deterioration of property between that time and the time that this matter is acted upon?

Mr. MCKINLAY. Material is higher and labor is higher. There has been an advance in prices ever since that award was made.

Colonel HULL. That award was based not on the value at the time it was made (1905-6), but it was based on the value at the time of the occurrence (1898-1902). I probably have a more intimate knowledge of these claims than any other one man. I have gone over them all, and I know them intimately. I am confident that \$500,000 would not be an excessive award at this time.

Mr. MADISON. Why do you say that? It seems to me that that is very important indeed. In the report you recommend the payment of \$363,000, and you say now \$500,000. Why is that?

Colonel HULL. The principal reason for that is the deterioration that the church has suffered owing to nonpayment.

The CHAIRMAN. Damages?

Colonel HULL. That is the very reason; the consequent damages to these buildings in a country such as the Philippines has been enormous on account of the weather. We mention that in our report, that every day's delay is a loss.

I have two other reasons that I would like to mention on this. The second reason is the fact that I believe that every cent of the money that may be appropriated by Congress will be used exclusively in the rehabilitation and rebuilding of these buildings. I regard the church, outside of the Army, as the greatest single agency for law and order in the Philippine Islands to-day. All this money will go back and help the Filipino people toward prosperity.

Another reason is the enormous losses, beyond calculation—it runs into the millions—that the Catholic Church has suffered, due to our occupation of the Philippine Islands.

Mr. MCKINLAY. Isn't there another reason—that it would cost so much more to rehabilitate those buildings, even more than last year,

because of the increasing scale of the price of material and labor it would cost more to put those buildings back in condition?

Colonel HULL. Prices have increased wonderfully from the time that I first went to the Philippines in 1899, and I have no doubt that this has continued to go on. Five hundred thousand dollars to-day would not do any more than \$360,000 would two years ago. It would do about the same.

Mr. WASHBURN. If this question is to be settled equitably by the Government of the United States, the longer that Congress puts off dealing with the question the larger will be the sum to be paid.

Colonel HULL. Most emphatically so.

Mr. WASHBURN. Just one word more, and I am through. On this particular claim here that we have been discussing, I understand that Bishop Rooker said that the damage done to that property was 2,000 pesos. Am I right?

Colonel HULL. Yes, sir.

The CHAIRMAN. That claim was filed some years ago.

Mr. WASHBURN. You allowed 900 pesos?

Colonel HULL. Yes, sir.

Mr. WASHBURN. But the bishop said when he wrote that report that the damage at that time was five times that amount of 2,000 pesos.

The CHAIRMAN. When he gave his sworn testimony?

Mr. WASHBURN. In this one case we have the very best of testimony that the damage now is at least \$4,500, for which the Commission made an award of something over \$900.

Mr. MCKINLAY. No, \$4,500.

Mr. WASHBURN. They made an award of nine hundred.

Mr. MCKINLAY. Nine hundred pesos?

Mr. WASHBURN. Yes.

Mr. WASHBURN. They made an award of \$4,501, and the bishop's testimony is that the actual damage when he wrote that report was \$5,000.

Mr. CRUMPACKER. There are two other items that have some basis in equity that are not included in the report, and that ought not to be lost sight of. The board recommends the payment of \$40,000 for the carrying away of sacred ornaments, images, vestments, etc. If we appropriated and carried away \$40,000 worth of sacred ornaments, vestments, etc., it would seem, as a matter of equity, that as a result of our occupation, we might pay for those.

And then there is a church or convento that we occupied for some time, and when we vacated it we deliberately set fire to it and burned it down. Colonel Hull said that it was worth \$220,000. It was burned by order of the American general in command. It was burned, perhaps, for the purpose of preventing the enemy from taking possession of it. At the same time, probably under the law of war we might not be strictly liable. Yet we deliberately seized and occupied that property, and then burned it to the ground and left it. It would seem to me that we might allow a little on that score. I am with Colonel Hull. I do not believe that \$500,000 would be excessive. It would not be compensatory from any standpoint, and it would not be excessive in view of all the aspects of the case, legal and equitable.

The CHAIRMAN. Take up some other claim.

Colonel HULL. I can take Maasin. I have looked up the papers here, and I find a report by Capt. E. L. Butts, who says that the rental of the convent should be 500 pesos a year for about one year, and reports that the convent was improved and repaired by the army by fixing up the floors, interior, etc. I find another report by Capt. F. D. Wickham, whose valuation was about 50 pesos per month, and he also submitted three affidavits in regard to this demand. We recommended the payment of rental for thirteen months at 50 pesos per month. We raised the army officers' report. One was five hundred, and we made it six hundred. We looked up the records and found that the occupancy lasted thirteen months; that was the evidence before the board, and we recommended the payment of rental for that length of time.

Mr. FORNES. So that it was not a purely arbitrary cutting down of the estimates.

Colonel HULL. I just looked this case up to show the action of the board, so as to show what we had before us when we made the estimates.

Mr. MADISON. I was just going to say that it looks as though the reasons here offered by Colonel Hull are purely political, as a matter of fact.

Mr. CRUMPACKER. Partly.

Mr. MADISON. Absolutely so. To my mind, they are the principal ones which should appeal to us. Now, we can not repudiate the findings of the board. There has not been suggested here, to my mind, as a lawyer, any legal basis for increasing this award. I am very much impressed with the fairness and the legal accuracy of the work that this board did with Colonel Hull at its head. It would seem to me, if this committee is going to justify an increase, that there should be some reason for so doing.

Mr. DAVIS. That we could maintain on the floor of the House.

Mr. MADISON. Yes; that we could maintain on the floor of the House. If we have got to do it, we must find some reason, to my mind—some other reason besides that of a legal basis. We have got to put it on political grounds. The question in my mind is whether we can justify this increase. I do not see anything in these claims to justify, perhaps, the payment of the \$40,000 that Judge Crumpacker suggests. We can not find any legal reason for it. The rest of it appeals to me very strongly, because of what this young officer says about the Catholic Church being a very great ally of this Government in the maintenance of law and order. But can we, in increasing these claims, give the Catholic Church an additional \$100,000. If there is any way to do it, I should like to see it done.

Mr. CRUMPACKER. Upon the proposition of legality and equity.

Mr. MADISON. Well, equity always follows law.

Mr. CRUMPACKER. There are some things that have an equitable aspect that Congress recognizes. We paid the Methodist Church for occupying its property down here. How much was that?

The CHAIRMAN. About \$200,000.

Mr. CRUMPACKER. Yes; about \$200,000, when it was admitted on the floor of the House that the occupancy perhaps was not worth \$50,000. But it was a church, and its activities were practically paralyzed by the civil war, and it was in sense understood all the

way through that the allowance of the \$200,000 was to help the cause down there.

Mr. MADISON. Well, if that will go, it is enough for me. That is enough for me if it will go.

Mr. DAVIS. I would like to express my views upon this proposition while we are in committee.

When an action for damages arises between two individuals in consequence of a tort or otherwise, the amount of the damages is fixed by the court at the time of commission thereof. Delay in the award or the final payment has nothing to do with it except as to figuring and awarding the legal interest from the time that the damage occurred. Hence I believe that we would be in a bad position if we were to go before Congress and say that because of our delay in the payment of this award it should be raised other than by the amount of the legal interest on the amount that was then due upon the amount of the damages, because everyone is supposed to take his damaged property, the instant the damage is done, and go to work and repair the same. Of course in this instance the church would plead poverty, but that is not a legal excuse. Every man is held to be responsible for what he is supposed to do.

The equitable part of this proposition appeals to me very strongly, because Colonel Hull has said that the board went into the legal aspects of it only and in very few instances considered the equitable part of it.

Colonel HULL. You are mistaken about that, Mr. Davis, as you will see if you will read the end of the report.

Mr. WASHBURN. Did you take into account—

Colonel HULL. We acted as a court of equity as far as we could, all the way through.

Mr. DAVIS. This committee ought to fortify itself, then, with further equities that you took into consideration and not go before that body of lawyers and say that because of our delay in the settlement of the claims we are going to raise the amount. That is no legal excuse.

Mr. MADISON. You make a suggestion there that is very pertinent. We might allow legal interest from the date of the award, but not jack the amount up from \$363,000 to \$500,000 because of the delay.

The CHAIRMAN. Let me say a word right here before we proceed. All this discussion would properly come in executive session of the committee after we have finished hearing the testimony. I think that we will expedite matters if we defer the discussion as to the lawful and equitable damages until we do go into executive session and now permit the Colonel to tell us what they did.

Mr. FURNES. I second that. Let us get all the information that we can, and then we will take up the matter in the committee.

Colonel HULL. I want to refer to the testimony of the Secretary of War. Under the first class mentioned in his letter, some of the members might think that they amounted to a great deal. The amount of the award was \$18,245. Under class 2, in the Secretary's letter which he read to you the other day—

The CHAIRMAN. Please specify what this particular class is.

Colonel HULL. The Archbishop's palace and the cathedral.

Under class 2, mentioned in my letter to the Secretary, on which his letter was based, there was an erroneous amount of the claim of

the Paco church of 150,000 pesos. In regard to the occupancy of these buildings, in almost every case the buildings were in the hands of the insurgents; they were driven out and our occupation immediately followed, as mentioned in the report, exclusively as fortifications. I won't say exclusively, but frequently as fortifications. They fired therefrom upon our troops as they advanced.

The question of wanton damage has played quite an important part in the discussions here in the committee. There has evidently been a misunderstanding on the part of some of the committee as to the actual facts. The wanton damage refers mainly to these articles of loot, also to fire, but where partitions were taken down, where walls were scratched, where nail holes were made, and where there was the usual waste during the occupancy of the buildings by the soldiers, such as is liable to be committed by soldiers, such was not considered as wanton and was duly considered.

The CHAIRMAN. But not for loot.

Colonel HULL. That was against orders. There never has been an army in the history of mankind that behaved itself with more propriety than did our army in the Philippines. The comparison between the army in the Philippines and the allied armies in China was most marked. The United States has nothing to apologize for in this regard.

Mr. DAVIS. They did not imitate Napoleon in Italy.

Mr. MCKINLAY. Some of the boys in China did. You would think so if you saw the stream of loot that came into San Francisco after the expedition in China.

Colonel HULL. But even then the American forces were much better than the other armies. I hope that I have made myself plain as to what the Board rejected and what it put in. Of course we did reject burnings and we did reject loot, except as mentioned in the report.

The CHAIRMAN. Have you any other claims that you might go through in a hurried way, in order to show the committee how you acted upon them, and to show what was taken into consideration?

Mr. MADISON. Do you know what is the rate of legal interest in the Philippine Islands?

Colonel HULL. During this period it was about 8 per cent, and most of these things took place in 1899 to 1900. A few of them extended up as far as 1902.

Mr. GARRETT. Is that the rate of the Spanish-Filipino Bank or the usual rate?

Colonel HULL. The usual rate on A No. 1 commercial paper. Of course, the rates of the usurers run away up to the ceiling.

The CHAIRMAN. The usurers' rates run up as high as 80 per cent, all the way from 20. One went even as high as 110 per cent.

Colonel HULL. I can take up the case of Mexico, Pampanga. Here is the report on that case [indicating].

The CHAIRMAN. What is the number of that claim in the printed pamphlet? Do you remember?

Colonel HULL. It is Exhibit No. 512. It is case No. 242. Here is a claim for 124,700.24 pesos for rental and damages to church and convent.

The CHAIRMAN. Let us get that in dollars. It would be about \$62,000.

Mr. FORNES. And you allowed \$1,100.

Colonel HULL. Here is a long claim which I will not take time to read, as a great part of it was for bricks and lumber. According to the claim the property was completely surrounded by lumber and bricks. Here is a report by an officer of the army whose name is P. J. Hennessey, second lieutenant of the Fifth Cavalry. I should judge from his name that he is a Catholic. Here is his full report of that case, and besides that the Board took testimony. The priest was punished by a military commission for aiding the insurgents. The board felt by the time that they got through with that case that the claim of the church in this instance was not substantiated. We found that a lot of these bricks had been used by the Spanish troops in the insurrection of 1896 in building trenches against the insurgents, and that they had also been used by the insurgents in building trenches against us, and that the people used the lumber. That claim was cut down to what we thought was a reasonable basis. On the other hand, at the same time we had that priest before us—his testimony appears farther on—there was a priest from a neighboring place, San Fernando, Pampanga. When that priest got through testifying, there was not a member of the Commission who did not believe him.

I have here a number of pictures. Here is Exhibit No. 1554, a very large building which we used as a hospital.

The CHAIRMAN. Just pass it around the committee, please.

Colonel HULL. There was a large hospital located at Nueva Caceres. Here is a large school which was used by the troops [indicating]. Here is a cathedral, Exhibit No. 1555 [indicating], at Nueva Caceres. The cathedral at Manila is larger. I have here a photograph of a convento in San Fernando (Exhibit No. 1578) which was injured by shells from the United States troops. Nothing was allowed for such damages, it being held that the destruction was an act of war. Here is Exhibit No. 1559, the Bishop's Palace at Vigan. This was also used by the troops. Here is a church at Pilar, Sorsogon (Exhibit No. 1576). The evidence showed that it had been burned three times by the insurgents.

(The photographs were exhibited to the committee.)

Mr. FORNES. Are those pictures a part of the record?

Colonel HULL. Yes, sir. I am just identifying them. No. 1568 is a church at Basey, Samar.

The CHAIRMAN. Let me suggest that I be permitted to have it published as a part of the report of these proceedings.

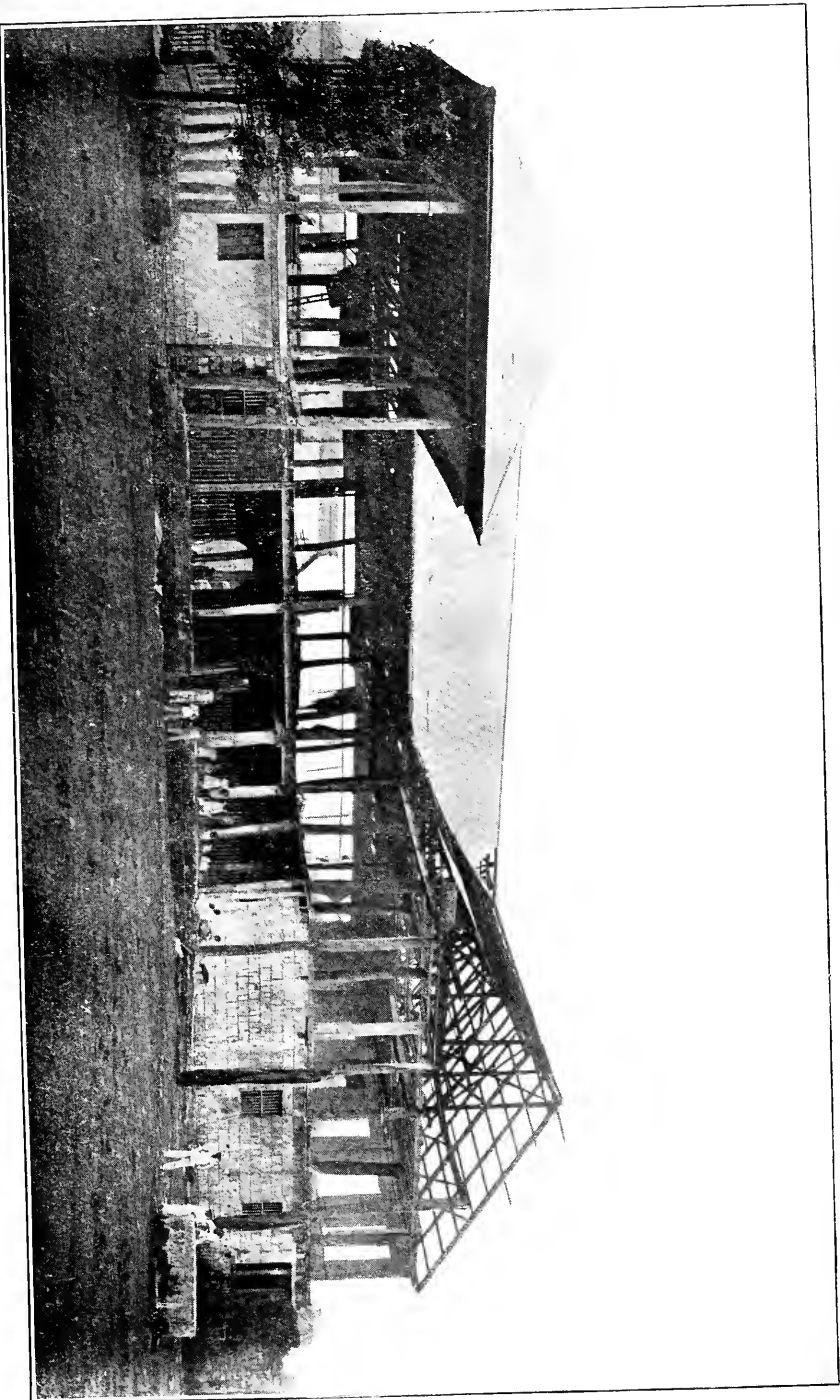
Mr. GARRETT. I am in favor of that.

Colonel HULL. Exhibits Nos. 1565, 1566, and 1567 are pictures of a church and convento that were destroyed by the American troops as an act of war. They were situated at Hilongos, Leyte, looking out upon the Mindanao Sea. They were used as fortifications by the Spanish people. No. 1560 is a photograph of a girls' school at Vigan, which was used as a hospital.

Mr. GARRETT. I move that the chairman of the committee be requested to select and put into the hearings the more important of these pictures.

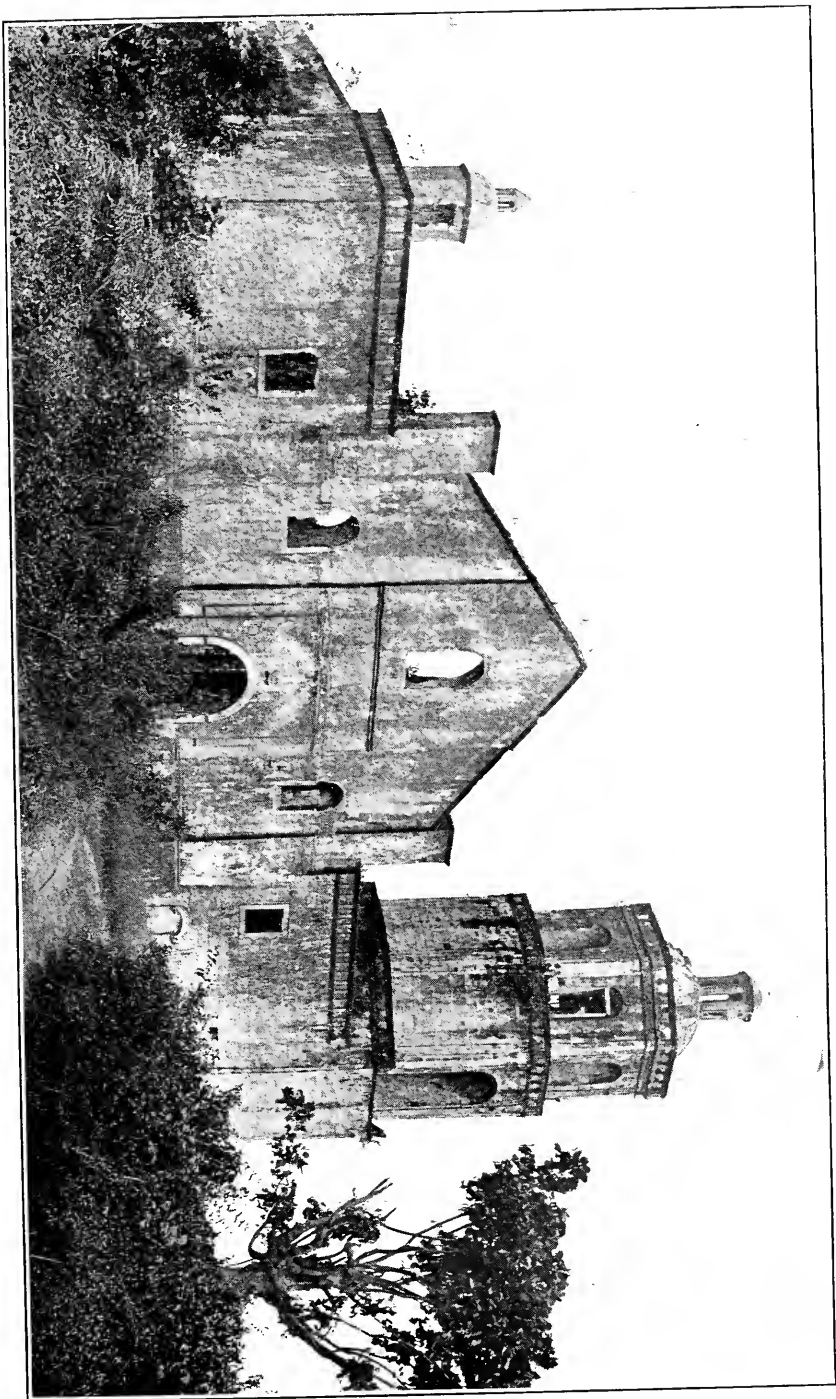
The CHAIRMAN. That would enable the House to see the character of the buildings.

(The question being put, the motion carried.)

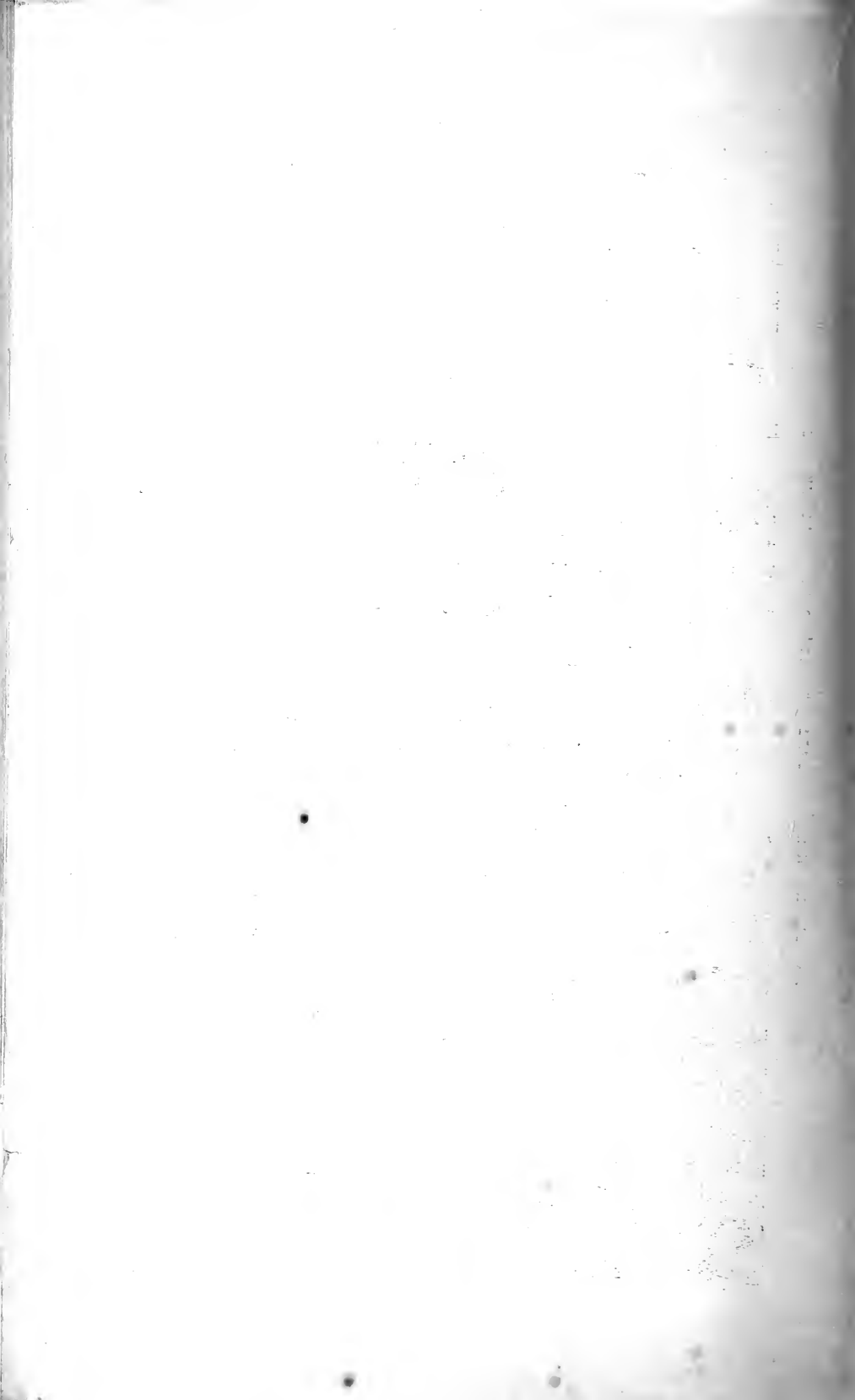


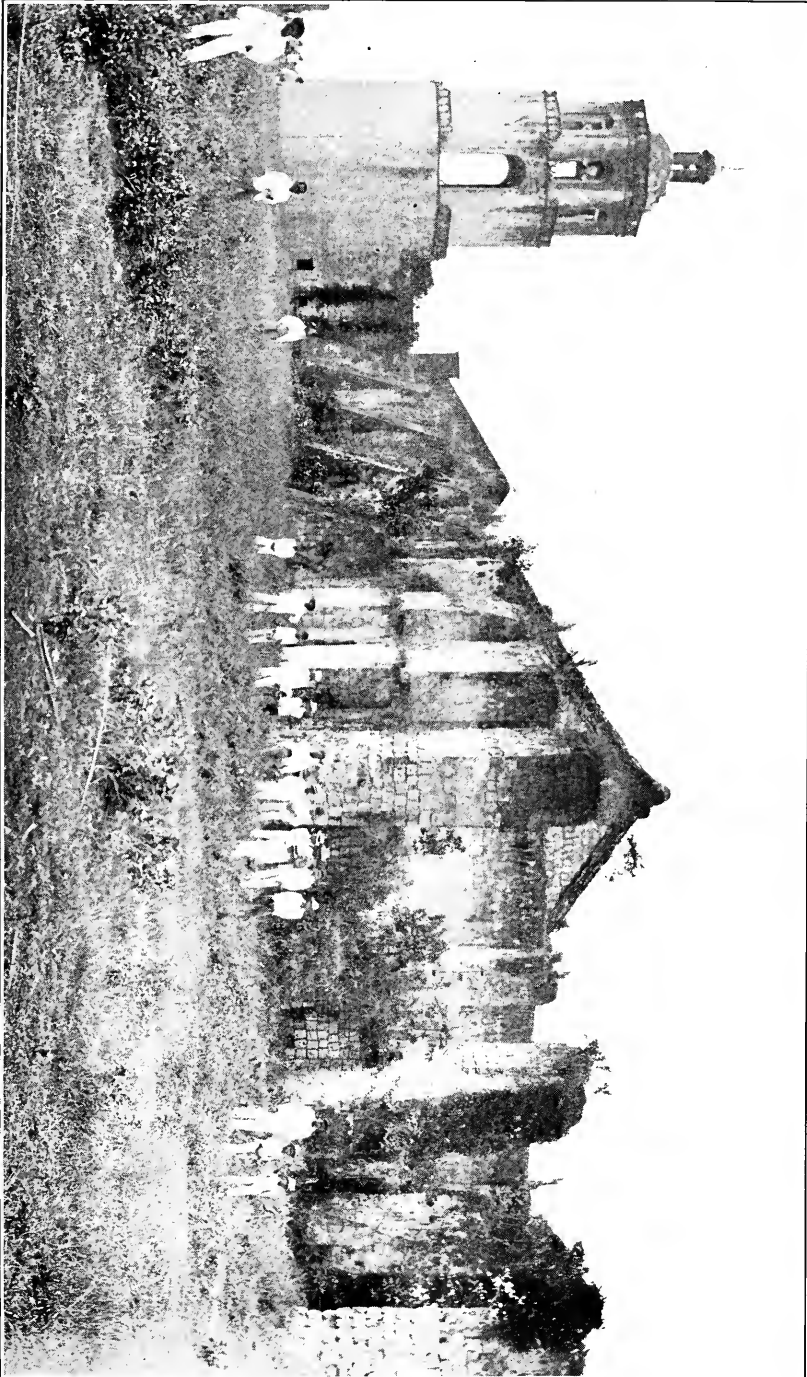
REAR VIEW OF BISHOP'S PALACE, JARO, PANAY, IN DECEMBER, 1906. EXHIBIT NO. 1564.





FRONT OF CHURCH AT HILONGOS, LEYTE, AFTER DESTRUCTION. EXHIBIT NO. 1565.





SIDE VIEW OF CHURCH AND CONVENTO, HILONGOS, LEYTE, AFTER DESTRUCTION. EXHIBIT NO. 1566.



Colonel HULL. There is another thing that I would like to say. I notice that in the correspondence read by the Secretary that the Government reserved the right to contest these claims on the ground that the priests in charge of the parish had taken an active part in the insurrection. The question was not looked into by the board as to whether an award should in fact be made or not. You will remember his reading it. We investigated to see whether the priest would be one inclined to put in a hostile or exorbitant claim, or whether he was liable to put in a reasonable claim.

The CHAIRMAN. We have reached the hour of adjournment. There are some other things that the members of the committee desire to question the Colonel about, and I will therefore call another meeting of the committee for to-morrow morning at 10.30 o'clock.

(At this point the committee accordingly adjourned, at 11.55 a. m., until to-morrow, Wednesday, January 22, 1908, at 10.30 a. m.)

COMMITTEE ON INSULAR AFFAIRS,
HOUSE OF REPRESENTATIVES,
Wednesday, January 22, 1908.

The committee met at 10.30 o'clock a. m., Hon. Henry Allen Cooper, chairman, presiding.

The CHAIRMAN. My purpose this morning is to go over as many of these claims as possible, and to have Colonel Hull show us just how the board acted upon them.

STATEMENT OF COL. JOHN A. HULL, U. S. ARMY—Continued.

Colonel HULL. I suggest that in order to make it a little fairer, that each individual member of the committee present select at random such cases as they may desire to see.

The CHAIRMAN. Very well. Mr. Graham, do you wish to select a case? What we desire to get at is as to what the board did, and also as to the merits of the claims.

Mr. GRAHAM. I will ask for No. 350, Vigan.

Colonel HULL. All of the Vigan papers are not here, but I have most of them.

Mr. GRAHAM. It is for 20,885 pesos.

Colonel HULL. That was an exceedingly large claim, and a very important one, and it was given careful consideration by the board. There is one of the items in this claim, namely, the damages to the library and furniture, the semenario or boys' school, which is almost the only claim where the board and the church authorities arrived at directly opposite conclusions.

The CHAIRMAN. That is the boys' school?

Colonel HULL. The boys' school. There is a girls' school there also. There is a seminary, a girls' school, and bishop's palace.

The CHAIRMAN. When you speak of the boys' school you mean the seminary?

Colonel HULL. I mean the seminary. This item was for a large amount of books and furniture. The bishop was confident of the justice of the claim. There have been five members of the board

who have investigated that claim, and we have all held that the claim was not well founded. The papers have been multitudinous. Every officer who has been to Vigan has furnished his statement. The board feels that the testimony of Major Dodd, who is now lieutenant-colonel and chief of staff at Chicago, is conclusive, and that the testimony furnished by the church fails to substantiate the claim.

Mr. OLMSTED. What particular claim? I see you recommend some things here.

Colonel HULL. That was for the damages.

Mr. OLMSTED. Damages to the palace?

Colonel HULL. Damages to the boys' school. The report is very full and voluminous on that. Major Dodd's report consists of thirteen pages, with two exhibits.

The CHAIRMAN. Is that the report which you have in your hand?

Colonel HULL. Yes, sir. It is entirely too long to read, but if anyone is interested they can go into it.

The CHAIRMAN. Major Dodd is a United States Army officer?

Colonel HULL. Yes, sir. This exhibit [indicating] is Exhibit No. 904 of the exhibits attached to the report of the board, in addition.

Mr. OLMSTED. I understand, of course, that all of the exhibits which you have would make too much of a record for publication of the proceedings of this hearing, but would it not strike you as a good idea, Colonel, to have, for instance, that exhibit which you hold in your hand, which explains the method and how the recommendations in claim No. 350 were arrived at, printed in the record?

Colonel HULL. This does not show how we arrived at our conclusions; it only shows why we rejected the largest item of this claim.

Mr. OLMSTED. It covers that one item.

Colonel HULL. It shows why we rejected that one item, the largest one.

Mr. OLMSTED. I suggest that, without stopping to read it, we insert it in the record.

The CHAIRMAN. Is that the sense of the committee? If so, I will order that it go into the record.

UNITED STATES ARMY RECRUITING STATION,
1316 FILBERT STREET,
Philadelphia, Pa., January 18, 1905.

Maj. T. W. JONES,
*Thirteenth U. S. Cavalry, in charge of investigation of claims,
Philippine Division, Manila, P. I.*

(Through military channels.)

SIR: In compliance with request contained in your letter of November 4, and forwarded me by indorsement of December 14, 1904, from the office of The Military Secretary (paper herewith returned), I have the honor to submit the following statement regarding a certain claim referred to in your communication.

I was not with the first United States troops to enter Vigan; as, in fact, I personally arrived there in the latter part of December (about the 28th, I think), 1899, while my troop arrived on or about the 2d of January, 1900. Aside from repeated absences, while actively engaged in the field, I was absent sick from some time in November, 1900, until some time in March, 1901, finally leaving the place for the United States the latter part of June, 1901. My statement, therefore, will cover more particularly what I know of conditions and transactions on the premises during the time of my presence, but in order to throw additional light on the subject I shall refer, as the different articles for which claim is made are dealt with in detail, to facts known to Frank G. Gehman,

now a private in the general service, but who was a sergeant in my troop (F, Third Cavalry) when it first went to Vigan, and who was its first sergeant when it left, some time in February or March, 1902, and supplement my remarks with the substance of relevant statements recently made by him to me.

When I first arrived at Vigan there were two troops of the Third Cavalry quartered in the colegio, or seminary building proper, while some of the other so-called public or church buildings, except the church proper, were occupied by other troops and used for other United States public purposes, this use being made necessary by the hostile condition of the country.

Upon the arrival of my troop it was also quartered in the colegio, along with the other two troops mentioned, and this building remained the troops' permanent quarters, except when in the field, up to the time that I turned it over to my successor and left Vigan, and, I understand, until it left the place for the United States some time in the winter or spring of 1902. Some time after my troop had been quartered in the building one of the troops first quartered there was removed, leaving the building to the remaining and my own troop, the space being divided between the two organizations, that portion formerly occupied by the vacating troops falling to mine. I am informed that the remaining troops, as well as F troop, was quartered in the building up to the time the regiment left.

When my troop entered the building and during its occupancy there was property, as articles of furniture, etc., scattered through and in the vicinity of it, some of which could be used, while some was of no use whatever. What this property consisted of, in its entirety, I do not know, as I know of no inventory being taken of it, and I considered that I was responsible and custodian of it only so far as it was my duty to see that that which was in my portion of the building was not subjected to wanton destruction and vandalism; and, during my stay that duty was strictly performed, the property, under stringent orders, being well cared for and in no way suffering damage. I am informed that after my departure the same obtained and that my former standing orders remained in force to the time of the troop's departure.

As already stated, I did not know and can not recall just what property was in the building; but in reading over the list for which claim has been made I recognize many articles which I know were in the building, and in good condition, when I left; articles, the subsequent, or at least more recent, history of which Gehman has been able to furnish me.

For convenience I shall deal with the classes of articles in detail, adding such remarks as will cover what I know in each case.

First. Library: Reported to have contained 6,000 volumes, more or less, valued at \$6,300, with the claim that only about 250 were recovered.

Remarks: When my troop first entered the seminary building it was found that a large number of books, the appearance of which indicated that they formed part of a school or college library, were scattered, not only throughout the building itself, but in the yard, court, and plaza, while the bulk was stored in one or two rooms, the doors and windows of which were in no way secured, these rooms being in that portion of the building formerly occupied by the troop first to vacate. Later I made details from my troop, caused the books to be collected wherever found, stored in a suitable room, and personally supervised the proper securing of the doors and windows of that room, and made public positive orders that under no consideration would that room be opened or entered except on the order of the district or post commander. Verbal report of what I had done was made to the district commander, who approved of my action and sustained me in the order I had issued, making it applicable not only to men of my own troop, but to all others, and in consequence thereof proper notice was posted on the door.

The gathering of these books together from all sorts of places, moving them to a safe place, securely storing them and taking strict means to prevent their being molested, all entailing extra work, was entirely gratuitous, being done from a sense of duty that requires the prevention of wanton waste and destruction of that which was of value to others, and not from any sense of accountability for or custody of the property.

The order forbidding the opening and entering of the "book room" was not disobeyed during my presence, and I believe was obeyed during my absence. Gehman assures me that it was.

On the 3d of May, 1901, having been promoted out of, but still on temporary duty with, the regiment (Third Cavalry) I received a memorandum order, copy

of which is hereto attached marked "A," directing me to turn over to, and allow the removal of the books in question by, a Father Laminage, whom I understood to be a friar. Note was made of the character and condition of the books. As the list indicates, they were generally of an ecclesiastical character, while their condition was generally good—as good as the books of an old library usually are, except some that had been gathered up from different places and had been misused, and even many of them were in a fair, serviceable condition, while some were torn and mutilated. These latter were, as a rule, small and less valuable volumes, while the larger ones remained in good condition and intact.

The order authorizing the removal of the books was brought to me by Father Laminage, who was accompanied by two other clerical individuals, whom I understood were also friars; and in the presence of these persons, or at least one of them, the books were counted and removed, a proper representative of the Government being also present.

Although, as stated, not directly accountable for the books, yet anticipating that the future would develop just such a claim as this, and precisely the action that the claim indicates, after a due and satisfactory verification had been made I took and have retained Father Laminage's receipt, copy of which is herewith inclosed marked "B." The original of this receipt is in my possession and will be forwarded if desired. It is thought, however, the inclosed official copy will answer the purpose.

By way of explanation, regarding the wording of the receipt, it may be said that by "pamphlet" is to be understood paper-bound or covered books, some being very large volumes, in contradistinction to those more substantially bound, and not small pamphlets as the term is ordinarily used with us, so that the total number of books in the bibliothecal sense was 2,043 (parts of badly mutilated ones not being counted), instead of the 250 claimed. These books, when turned over to Father Laminage, were nearly all packed in bookcases or movable shelves, and, I believe, the cases were about all filled. At any rate cases to hold even approximately 6,000 volumes, or half that number, were not in the building, and fully the number of cases, payment for which claim is made (see remarks under eighth subject), were filled.

Undoubtedly some of the books of this library were destroyed, mutilated, lost, or carried away; but, judging from what I knew, I am firmly of the opinion that the claim to a loss of 6,000 volumes, or that 6,000 volumes, or near that number, were in the library, is as false and preposterous as the one made to the effect that but 250 volumes were recovered by the church authorities. This opinion is strengthened by a conversation I had with Father Laminage after the books had been removed and at the time he gave me the receipt. I explained to him the condition in which the books were found and the means taken to gather and secure them; whereupon he expressed great gratitude and profound thanks. He stated that, though there was *some* loss, he was satisfied that it was comparatively small—a very small percentage, much less than he expected—and that he was satisfied that what loss had occurred was due to the vandalism of the insurrectos, and most effusively expressed thanks to the Americanos for the care they had taken of the church property, casually referring to the fact that the church proper had been entered and molested by the insurrectos only. The Father's two confreres heartily corroborated his opinions and expressed them as their own.

Ex-Sergeant Gehman states that he is fully cognizant of the condition of the books when the troop entered the building; the fact of their being collected by my order and properly secured; that stringent orders were given forbidding the opening of the room in which they were stored; that these orders were obeyed, and that the books were removed by representatives of the church.

I have gone into this portion of the subject with what may seem unnecessary minuteness, but the flagrant falsity of this, the most important portion of the entire claim, being well established suggests the possibility of throwing light upon and establishing the spuriousness of other portions, known or believed to be groundless, yet whereof no written and incontrovertible proof can be produced, as in this case. All circumstances and conversation connected with this library I vividly and distinctly recall.

Second. Three large narra bedsteads.

Remarks: These were in the building, in good condition, when I left. Ex-Sergeant Gehman informs me that they were there when the troop vacated and is able to specify the location of each bed. When the library was removed I

called the attention of Father Laminage to the fact that they were in the building, just as when the troops entered, and advised their removal in case the building was not to be rehabilitated at an early date. He admitted that they were "all right;" that they were safer there than anywhere else, but that they probably would be removed later.

Third. Forty-three (43) iron bedsteads.

Remarks: Do not recall ever seeing any in the building. Gehman says positively that there were none. The troops slept on the floor until the Quartermaster was able to have made and provide bamboo bunks.

Fourth. Twenty-four (24) narra wood escritoirs.

Remarks: There was a number of these articles, small school desks, of a very plain and cheap grade, scattered through the building when I left. Gehman assures me that he saw them all collected and removed by the parish priest long before the troop left.

Fifth. One (1) narra minister escritoire; one (1) escritoire pupitre.

Remarks: When I left, these articles, or what I supposed were the ones referred to, were in the room formerly used as a chapel. Gehman informs me that when it became necessary to use this room for other purposes the articles were partitioned off and made secure at one end of the room and were there, in as good condition as when found, when the troop left.

Sixth. Tables:

1. One (1) large round table, one meter radius, etc.

Remarks: I saw no such table in the building during my occupancy. Gehman says there was none.

*11. One (1) quadrilong table * * * one meter wide, etc.*

Remarks: Saw no such table as this. Gehman says there was none.

111. Tables assorted, aggregating eight (8) in number.

Remarks: There was a number of cheap, plain, ordinary, tables, of different kinds, in the building, but I do not recall the number. They were there when I left and, Gehman says, were in the building, in good condition, when the troop vacated. These tables were very ordinary and cheap.

Seventh. Assorted benches, aggregating thirty-seven (37).

Remarks: There was a number of cheap, plain, ordinary benches in the building when I left, the exact number and kind of which I do not know. Gehman says they were there when the troop left. There were probably more benches left by the troop than were originally in the building.

Eighth. Book shelves, aggregating six (6).

Remarks: These book shelves were turned over with, and removed at the same time as the library. I saw them taken from the building, under the supervision of Father Laminage and his assistants.

These were the shelves and cases purporting to have contained 6,000 volumes, more or less, but which were about filled with 2,043 volumes. I know of no other book shelves or cases. Gehman is cognizant of the facts in the case.

Ninth. Wardrobes, aggregating three (3).

Remarks: I recall seeing a number of wardrobes in the building, were there when I left, do not recall the number. Gehman says they were there when the troop left. One left in orderly room.

Tenth. Blackboards, aggregating fifty-one (51).

Remarks: Do not recall seeing any, neither does Gehman.

Eleventh. Chairs, aggregating twenty-eight (28).

Remarks: There was a number of chairs, assorted, scattered through the building, don't know how many. As in case of the bedstead, and at the same time, I called Father Laminage's attention to, and pointed out a number of chairs, which I presumed were for ministerial purposes, and which seemed to me to be of some value. Attention was called to the fact that the chairs were in good condition, had been kept where they could not be used by the troop and removal advised. Again the reply was that they were safe where they were but that they would probably be removed later.

Gehman assures me that all of the chairs were collected and removed by the parish priest at the same time as were the school desks.

Twelfth. One (1) clock.

Remarks: This was standing in the hallway at the head of the stairs—was there when the troop left. It did not run and was not used. It is probably still there or somewhere in the building.

Thirteen. Lamps, aggregating seven (7), and two (2) globes.

Remarks: I think some unserviceable lamps were around the building; am not positive. Gehman says there were none.

Fourteenth. Writing desks, numbering two (2).

Remarks: I know that I pointed out at least one of these desks to Father Laminage, and I think two of them. They were there when I left. Gehman says when the troop left, one in the orderly and one in the captain's room.

Fifteenth. Kitchen, dining room, etc.

Remarks: Neither Gehman nor myself ever saw any of these articles. My troop used their field cooking outfit and individual mess kits until the quartermaster was able to provide regular garrison kits.

Sixteenth. Fruit trees.

Remarks: Never heard of or saw any fruit trees belonging to the building; neither did Gehman.

The foregoing covers what I now recall as being relevant to the case, my memory being greatly refreshed by reference to the list of property furnished me, and for which claim is made.

Although, as already stated, I was not with the first troops to enter Vigan, yet, knowing what I do of the conditions there existing, I can to no extent whatever credit the claim to the effect that the colegio was refitted or in any way rehabilitated between the time of the departure of the insurrecto and the arrival of the United States troops, and am firmly of the belief that the statement that such was the case in devoid of even a scintilla or veneering of truth, and not intended to be taken seriously.

It is a well-known fact that, for weeks, while the raid "around Tarlac," and northward through the northern provinces of Luzon, was in progress, the United States troops were practically and continually on the heels of the insurrecto forces, the latter being driven from town to town and from one position to another; that in almost all cases these towns were practically abandoned by their inhabitants, who either fled, through fear, or were forced to accompany the insurrectos; that these same insurrectos in no way respected the rights of the regular inhabitants, but left in their wake a trail of devastation, by way of looted houses and churches and wanton waste and destruction of property of every description; that owing to the valuable, portable fixtures and treasure they were supposed to contain, taken with the bitter antagonistic sentiment for the friars, the churches, and church buildings, especially those with which the friars were closely identified, as was the case with the colegio and other church buildings at Vigan, suffered great deprivations. Few, if any, of the church official representatives remained in those vacated towns. I recall, as an instance in question, that while camping in a large town a member of my troop unearthed, at a point near where my horses were picketed, some valuable church fixtures, as lamps, candelabra, etc. (as I recall them), supposed to be of silver. In the entire town I was unable to find a representative of the church to receive the property, and finally was obliged to turn it over to the presidente, taking his receipt for the same, with promise that it would be restored to the church as soon as possible.

Again, on my arrival at Vigan I found the room which had been used as a chapel entirely dismantled, even to the extent of the floor being torn up. I was assured, not by Americans, but by Spaniards and friendly Filipinos, that this was the work of the insurrectos, and that they tore up the floor in search for treasure and valuable church fixtures supposed to be hidden there or thereabouts.

Taking everything into consideration, I am of the opinion that, unless conditions surrounding the property in question underwent the most remarkable change subsequent to June 28, 1902 (and I don't believe they did), any just claim in the premises should be in favor of the Government; for it would seem that this property, instead of being injured, destroyed, or confiscated, was cared for and restored to the church authorities by the troops—a fact voluntarily, most openly, and gratefully acknowledged to me by Fr. Laminage on or about May 5, 1901, as already cited.

I am free to admit that, in the light of facts, it seems not only astonishing, but incredible, that a claim of the scope and character of this should be urged, and that presumably from a source from which honesty and fair dealing might reasonably be expected. Loss of memory on the part of the claimants, if they are the personages with whom I had to deal, with hope or expectation that others should be similarly afflicted, seems to be the most generous explanation.

As not exactly relevant to the subject proper, yet bearing on the subject of claims which may arise, I venture to volunteer the information that the question of rentals of buildings, used by the government in Vigan, was acted upon

and adjusted in the spring or summer of 1901 by a board of officers, of which Maj. (now Col.) E. Z. Stever was president and I was a member. I do not recall the entire results of the board's work, but a certain percentage of the value of each building was allowed as rental. It is now my impression that the proceedings and recommendations of the board were acted upon by the district commander.

The matter is mentioned only in order that in case it should come up it may be known that the matter was at one time adjusted.

Necessary papers and confirmatory information not being at once available has occasioned some delay in the rendition of this report.

Any further information in my possession which may have escaped me in this paper I shall be delighted to furnish.

I am, Major, very respectfully,

GEO. A. DODD,
Lieutenant-Colonel Tenth Cavalry.

A.

Major DODD: Gen. Bell has given permission to Father Laminage to take the library books which are in your troop quarters.

He desires you to turn them over to him and take note of the books and their condition.

Very respectfully,

JOHN GREEN BALLANCE.

Vigan, May 3rd.

A true copy.

J. W. POPE,
Lt. Col. & Dep. Q. M. Genl., U. S. Army.

B.

VIGAN, LUZON, P. I., *May 4th, 1901.*

Received of Major Dodd 1,843 books and 200 pamphlets, church property.

FR. F. LAMINAGE.

A true copy.

Lt. Col. & Dep. Q. M. Genl., U. S. Army.

Colonel HULL. In addition to that I have seen a letter written by the administrator of this diocese, in 1901, to the commanding general of the Department of the Philippines, thanking him for the great care which the United States troops had taken of the church property at Vigan. Major Dodd's report says that the minute he went in there he took every piece of property that he could find, all of the library, and the loose pieces of furniture, such as would not be useful to the troops and which would be liable to injury or to be stolen, and put them under lock and key. He treated this property with even almost more care than an officer ordinarily would United States property, yet two years afterwards this claim is presented for carrying away of 6,000 books, or something of that kind. This is one claim where the board and the church authorities arrived at directly opposite conclusions as to the facts.

The CHAIRMAN. The claim was for 67,500 pesos.

Colonel HULL. As I have just stated, some of the exhibits are missing. The original claim is missing from these papers now.

The CHAIRMAN. And you awarded 20,000 pesos. In other words, you cut it down over two-thirds.

Mr. OLMSTED. How much did they claim on this one item for damages to the seminary?

Colonel HULL. In the neighborhood of \$6,300 gold for the library.

Mr. OLMSTED. Dollars or pesos?

Colonel HULL. Dollars. That is the one big item.

Mr. OLMSTED. And that you disallowed entirely?

Colonel HULL. We disallowed it entirely, although there was doubtless a small amount of loss.

Mr. OLMSTED. This claim was made two years after our people had vacated the premises?

Colonel HULL. Virtually so.

Mr. OLMSTED. Was there any evidence showing whether any books had been removed between the time of our vacating the premises and the making of the claim?

Colonel HULL. The books that were then extant were turned over to the church authorities prior to our vacation and a receipt taken therefor.

The CHAIRMAN. At this point in the Colonel's testimony we will insert what we find on page 29 of the report of the board, concerning claim No. 350, so as to make the record show just what the award was in items:

No. 350. Vigan, Ilocos Sur. Claim for rent and damage to palace, seminary, girls' school, and corral, amounting to ₱67,500.80.

We recommend payment as follows: Palace, rent, twenty months, at ₱175 per month, ₱3,500; palace, damages, ₱1,200; seminary, rent, thirty-seven months, at ₱200 per month, ₱7,400; seminary (no damages); girls' school, rent, thirty-seven months, at ₱175, ₱6,475; girls' school, damages, ₱1,200; corral, rent of grounds, thirty-seven months, at ₱30, ₱1,110; total, ₱20,885.

(Exhibits S95-951.)

Colonel HULL. I am sorry that in the documents here I have not been able to find all of the Vigan papers, but I can explain also where there was a wide divergence. For instance, in the case of this building [indicating photograph] this is a picture of the seminary [photograph exhibited to the committee] there was a wide difference of opinion as to the rental value. We had a report from an Army officer as to what he considered the value of the premises. We had the claims of the church, and I think—I am speaking from memory—that the report of the board was somewhere between the claim of the church and the report of the Army officer. If you will look at the item in the report of the board, you will see what we allowed for the rental of the seminary.

The CHAIRMAN. That is, \$100 per month for the building, the picture of which you have in your hands. Now, how much did you allow for the bishop's palace?

Mr. GRAHAM. One hundred and seventy-five pesos a month.

Colonel HULL. Here is a picture of that building. Since the award was made I have been—

Mr. FORNES. May I ask a question at this point? What did you estimate the cost of that building?

Colonel HULL. Oh, I could not give that estimate now.

Mr. FORNES. A couple of hundred thousand dollars?

Colonel HULL. I would not care to say.

Mr. OLMSTED. Of what is this bishop's palace constructed, stone?

Colonel HULL. It is evidently of stone. Since we made this award the board took occasion to go to Vigan, and we went over these buildings very carefully to see whether we had been wrong or right in our original conclusions. I talked to Colonel Brodie about it, and we saw no reason for changing our recommendations. We thought that what we allowed there was proper, according to our best judgment. The other building—

Mr. GRAHAM. The girls' school was 175 pesos a month. Connected with the bishop's palace there seem to be extensive grounds. Did you use them also?

Colonel HULL. We used the grounds somewhat. The grounds extended back and were very extensive. They extended back to the river, running along back of the bishop's palace and back of the girls' school.

The CHAIRMAN. We will put in the record at this point the amount of this reduction, which was, in dollars, from \$38,750.40 to \$10,442.50.

Colonel HULL. If I had all of the exhibits here, with the reports of the officers and the original claims of the church, I could make a more complete statement.

The CHAIRMAN. Does that bundle of papers on the table all relate to this claim?

Colonel HULL. The papers all relate to this claim, but the original claim and the original reports of the surveying officers of these buildings I find are missing from the papers that I have here.

The CHAIRMAN. It is your present judgment that this reduction of \$28,000 from the original claim was just and that the award should stand?

Colonel HULL. I think so.

The CHAIRMAN. Does any other member of the committee wish to ask about any particular claim?

Mr. DAVIS. Why not take No. 351 there?

The CHAIRMAN. Mr. Garrett desires to ask a question.

Mr. GARRETT (to Colonel Hull). Your method of procedure and your mental processes, if I may put it that way, were the same in regard to all these claims?

Colonel HULL. Virtually so. On these larger claims we worked as a body, but on the smaller ones we very often divided them out, and each member of the board would take an individual claim and prepare it for submission to the full board.

Mr. GARRETT. Who would find the facts?

Colonel HULL. The board would find the facts.

The CHAIRMAN. Where you took oral testimony, were the witnesses sworn?

Colonel HULL. Yes, sir. We would see what we could find. Mr. Brodie would take a case, and Mr. Moore would take a case, but in these larger claims the whole board acted together as a body. The original preliminary investigation was made by the individual members of the board.

The CHAIRMAN. That is, when you took testimony you acted as a body.

Colonel HULL. All of the testimony was taken by the board as a body.

Mr. GARRETT. I would like to suggest that Colonel Hull take some case—I do not care which one—and present the exhibits here in such a manner that one case may be completely published here.

Mr. OLMSTED. A case that would be typical of most of the other cases.

Mr. GARRETT. Typical of the general run of the cases. Of course, I think that, perhaps, he might select the case because no one else could select it as well.

Colonel HULL. I do not think that I could select a case typical of all.

Mr. DAVIS. Let us have No. 351.

Colonel HULL. What is the exhibit numbers?

Mr. DAVIS. Nos. 952 and 955. This seems to be a claim for rent and damages to church and convent, which seems to cover most of the cases. This claim is for rent and damages to convent and church.

The CHAIRMAN. I had in mind exactly what Mr. Garrett stated, but it was the suggestion of Colonel Hull to me, in conversation, that he be not called upon to make a selection of cases, but that the selection of cases be left to the members of the committee, so that there would be nothing of prearrangement. He wanted the committee to select any case from this record, and said that he would be prepared to explain it.

Mr. GARRETT. That is very commendable; I did not want to impose upon him the making of the selection. All I want is to get a typical case in that record.

The CHAIRMAN. He wished the board to be perfectly justified, and so preferred that the selection of particular cases be made by the committee.

Mr. OLMSTED. Let me ask you how large a place Vigan is?

Colonel HULL. Vigan is one of the most important places in northern Luzon; I should say that the population is somewhere in the neighborhood of 100,000.

Mr. OLMSTED. How much of a place is Goa?

Colonel HULL. Goa is in the southern portion of Luzon. We had the exact figures before us all the time, but we have not got them here now. Goa is not as large a place as Vigan.

Mr. FORNES. May I ask which case this is?

Colonel HULL. Case No. 351. The case is presented on the affidavits of three of the natives. Translated, it reads:

That the American troops during the war against the Filipinos occupied for eighteen months, from the 26th of June, 1900, until December, 1901, the priest's house of the pueblo of Goa, and that the rent that should be paid for such occupancy amounts to 2,160.

There is also a claim for damages.

Mr. LARRINAGA (translating). "Fifty pieces of wood 9 yards long and 6 points"—I don't know what this means in the Filipino language; I suppose inches—"6 points thick, at 9.15 each piece."

Mr. OLMSTED. Nine dollars for a piece of wood?

Colonel HULL. Yes, sir. Timber, building timber, 9 yards long.

Mr. LARRINAGA (continuing translation). "Nine yards wide by 6 inches thick, at 9.75 each," \$9 and some cents each.

The CHAIRMAN. Dollars or pesos?

Colonel HULL. Yes; in pesos.

The CHAIRMAN. Do those items indicate the general character of the claim?

Colonel HULL. They run down.

Mr. LARRINAGA. The first item makes 1,522 pesos.

Mr. GRAHAM. As I understand it, the Commission cut all that out. They did not allow any damages besides for rent, so that it is not necessary to go into that at all.

Colonel HULL. There is a claim for building materials, for furniture, for a small carriage, for a wall clock, for 79 pieces of galvanized iron, and for destruction to the stairway and to the bricks of the passageway, making a total claim of 4,666.90 pesos.

Mr. DAVIS. You allowed 2,200 pesos for damages for something?

Mr. GRAHAM. I thought that you had cut that all out.

Colonel HULL. I have here a memorandum prepared by our searching of military information as to all the officers in the commands that had served at Goa during our occupancy of the buildings there. I find here several letters that we wrote to the officers, asking for information, and I find here a report signed by George P. White, captain and quartermaster:

Report on the Roman Catholic Church, etc., used by the Army.

"1. Town, Goa; province, Ambos, Camarines; island, Luzon, P. I."

"2. Use to which the building was applied before American occupation—such as churches, convents, church schoolhouses, bishops' or priests' residences, hacienda buildings, offices, etc."

As a convent and also as a dwelling of the local priest.

"3. General description and size of structures, whether stone, wood, nipa, etc."

This was a large building, the first story of stone and the second of wood, size about 100 feet front and an ell of about the same dimensions. The roof was of corrugated iron. The basement was useless for dwelling purposes and never so used as I would judge from the building itself.

"4. Military use to which property has been applied—such as barracks (stating number of men or companies), hospitals, officers' quarters, storehouses, offices, etc."

From April 7, 1901, to the time I left, about May 15, 1901, we used the upper story for barracks and the lower ones for storehouse purposes. This was only by a detachment of about 35 men of the Ninth Cavalry, Troop C.

"5. Was the building or other property used by the forces of the insurrection or at immediately previous to the occupation by the United States troops, or by civil authorities or constabulary, with dates thereof?"

At the time I took charge of the building I relieved a company of the Forty-seventh Volunteer Infantry under command of Captain Goodman. Further than this I do not know.

"6. Reporting officer to estimate value of rental during period of United States Army use of same, rental values to be based on rents current during period of occupation and use. If boards of officers have already reported on question of rent, refer to same, when, and by whom forwarded. Reporting officer will also give his estimate of the value of buildings, in Philippine currency."

The rentals were different in each town that was occupied by the United States troops and the question of rental of this town never came before me during my stay of a month and a half. No records whatever were given me and I know nothing of any board being appointed to judge the same.

"7. Has any prior claim been made to the military authorities for rental or damages, or has any amount been paid? If so, give necessary information to trace action."

None to my knowledge.

"8. How long were buildings occupied by Army, giving dates?"

I only know as to dates given.

"9. Have any buildings occupied by the Army been injured, wantonly or accidentally, or have they been improved and repaired by the Army? Give all facts and amounts. This item is very important, and full remark is requested."

This building was in no way damaged by troops during the time I was there nor were any improvements made except that a stable for thirty horses was erected in the lot back of the building on land supposedly belonging to the church premises, but at the time unused and overgrown with weeds. No past records were kept at this station and the morning report was sent regularly to San Jose de Logonoy, which was considered as station headquarters, under command of Major Paxton, Thirteenth Infantry (then captain, Fifteenth Infantry). I was the only officer with the command at Goa during the period, and when ordered away no one took my place, but the detachment was left under command of the first sergeant of Troop C, Ninth Cavalry.

My belief is that no damage whatever was done the building while occupied by the United States forces.

Brief statement of Church claims submitted to board :

-----months rental at ₱-----
 Damages -----
 Total-----

GEO. P. WHITE,

Captain of Cavalry, Quartermaster U. S. Army.

Place, Presidio of San Francisco, Cal.

Date, September 29, 1905.

That is a very poor report. It is not as full as the ordinary reports we received.

There was also at the sessions of the board Bishop Barlin, who had a certain amount of personal knowledge of the facts, and my interpreter. He had been down through this portion of the country as the official interpreter at the headquarters of this district, and had been in most of these buildings, so that we probably had in front of us, at the time this case was considered, my employee of large personal knowledge, and the bishop, who had personal knowledge of the case, and this report that I have indicated, from which to arrive at our finding. What was the amount of the award?

Mr. GRAHAM. Four thousand pesos.

The CHAIRMAN. Two thousand dollars.

Colonel HULL. Yes, sir. The rental was 100 pesos.

The CHAIRMAN. That is \$50 a month.

Colonel HULL. They claimed at the rate of 150 pesos per month, and we cut that to 100 pesos.

The CHAIRMAN. They claimed at the rate of 150 pesos, and you cut that down to 100 pesos?

Colonel HULL. Yes, sir. For the damages they claimed \$3,263.45. We reduced that to \$1,100. We probably cut out a large portion of the claim for wood building material.

Mr. DAVIS. If you will allow me to make a little statement and ask a question right there?

Colonel HULL. Certainly.

Mr. DAVIS. This is a claim for rent and for damages to the church and convent. Are not a great majority of the cases for rent and damages to the churches and convents?

Colonel HULL. Yes, sir.

The CHAIRMAN. Mr. Davis, please make plain what you mean by "convent."

Mr. DAVIS. It reads "convent" in the report.

Colonel HULL. We used the word "convento" for not only the conventos, but also for the parish houses.

Mr. DAVIS. That does not have any reference to a seminary, a girls' school, or boys' school?

Colonel HULL. Oh, no.

Mr. DAVIS. Then the majority of the cases in this report are similar to this; it is only a question of different locality and different circumstances.

Colonel HULL. The church was not occupied at Goa.

Mr. DAVIS. In this particular case have you data as clear and explicit upon which to base your findings, as ordinarily?

Colonel HULL. No, sir.

Mr. DAVIS. Then this is one of your weak cases as to damages. I think that it would be well to have in the record the way in which you arrived at your conclusions, because in this case documentary evidence was wanting more than in the other cases. Hence, if it came up on the floor of the House, I do not see why this would not be a good case for illustrating to Congress the method by which you arrived at your conclusions.

Colonel HULL. The claim was for rental and damage to the buildings. We found that we had no report from the military authorities, and the bishop of the diocese made a verbal statement in regard to the case, and we then proceeded to go to The Military Secretary's office and got all the names of the officers who were there and the length of time the troops were in the town. We then proceeded to write to the officers who had been there for information.

Mr. DAVIS. And that was the only way that you had of obtaining the facts?

Colonel HULL. Without going to the town itself.

Mr. FORNES. May I ask a question?

Colonel HULL. Just allow me to complete this statement, so as to make it complete. Upon the receipt of this very poor report of Captain White's, with our knowledge of the conditions existing, and the fact that our interpreter was in the same town and could give us information in regard to it, we thought that we were able to dispose of the case approximately correctly.

Mr. DAVIS. Without visiting the place?

Colonel HULL. Without visiting the place. If we had visited all of these places we would never have completed the work, and if we had waited for positive testimony one way or the other, we would never have completed the work, but here is a case where there is a claim for a lot of building material. Now, our general experience showed us that where the church authorities had been driven out of their possession by the insurrectionists, where they had an immense amount of building material, the natives of the town were not opposed to carrying off that building material, and that the United States was afterwards charged with taking it away.

Mr. DAVIS. Then you indulged in the presumption—

Colonel HULL. We gave the Government the benefit of the presumption that the natives had carried away part, at least, of the material.

Mr. OLMSTED. Then the claim for building material was exaggerated, I should say. I should say that \$4.50 was a very high price for a plank.

Colonel HULL. These were very big beams. We took up with the merchants of Manila the valuation of these logs, and we found that the amount alleged for the lumber was ordinarily the commercial rate charged, but the question arose as to the amount of the lumber, and the method by which the church had lost it.

The CHAIRMAN. I understood you to say that besides the officers to whom you wrote, you had the sworn testimony of Bishop Barlin.

Colonel HULL. He was before the board.

The CHAIRMAN. And you also had your interpreter, who was familiar with the case.

Colonel HULL. I think that the interpreter was familiar with this case. Wherever there was one of these cases, in which he had been in the town, he would give us his personal knowledge.

Mr. DAVIS. Then you used and sought for the best testimony available.

Colonel HULL. We tried to do this in all cases. I would not like to say positively that this interpreter was in that town. There are too many cases for me to say positively that this interpreter was in that particular town. I can not remember positively.

Mr. DAVIS. The best evidence is all that can be expected.

The CHAIRMAN. Yes.

Colonel HULL. Now, you can see that where there was some lumber, boards—things like that—some of that would be likely to be used. I should say, in going over this case again, in view of the fact that we built a stable out in the back yard for the shelter of the horses, that it is very likely that we used some of that lumber and galvanized iron. It is very likely that we used some of those beams or joists, and poles.

Mr. DAVIS. It is natural to suppose that you did.

Colonel HULL. There is also a claim for the destruction of some of the bricks. By going through the claim in that way I could segregate to a great degree the number of items that we allowed, but I probably could not arrive at the exact figures that we did at the time we made the investigation.

Mr. DAVIS. Would the statement of facts that you have just put into the record apply to similar cases all over the islands, generally speaking?

Colonel HULL. Generally speaking, this was the way we obtained our information, although I can say that in most of the cases the reports of the army officers were better.

Mr. DAVIS. This, then, is one of the poorest cases, or, at least, was backed by the least positive and direct evidence; one of the poorest cases.

Mr. HELM. What variety of timber was that referred to in this case?

Colonel HULL. It was always "hard wood," building material, such as beams and things that would be used in the construction and repair of buildings.

Mr. GRAHAM. Is hard wood generally used for that purpose in the islands?

Colonel HULL. Oh, always by the natives. We are the only people who use soft wood.

Mr. FORNÉS. When you speak of a convent or convento, would not that term be known in this country as a monastery?

Colonel HULL. To a certain degree. We explained in the back of our report the meaning of the word "convent," and how we used it solely for the purpose of convenience. See page 37 of our report.

The CHAIRMAN. Let us be specific about it. You say "church and convent" in this case. A convent here in this country is usually understood as a home for sisters of charity.

Colonel HULL. In this case it was the priest's house adjoining the church.

The CHAIRMAN. It was not a home for sisters of charity, as we understand the word in this country?

Colonel HULL. Oh, no indeed.

The CHAIRMAN. It was the priest's house.

Colonel HULL. The parish house.

Mr. MADISON. What we call the parish house or rectory.

Colonel HULL. Yes, sir.

Mr. LARRINAGA. There is a question there that I can answer. The convento was, of course, the dwelling house of the friars or of the priests of the community. There is no altar there; nothing but a dwelling house. The monastery means something else. It is a large church which has an adjoining room for the priest to live there, and it is a much more monumental structure than a convento. But the dwelling house for the friars and monks is not a church.

Mr. FORNES. As we understand it in this country, a church and rectory.

The CHAIRMAN. Yes. Will some other member of the committee select some other claim?

Mr. PAGE. Mr. Chairman, suppose we take No. 290, Exhibits Nos. 646 to 652.

The CHAIRMAN. No. 290, Taal, Bantangas. Before you say anything, Colonel, let us get the amount of the claim and of the award. The claim was for 18,885 pesos, that is \$9,000 and over; and the award was 6,625 pesos, or about \$3,300. It was cut down about \$6,000.

Mr. PAGE. I selected No. 290 merely in the hope that it would show some better evidence than the colonel got out of the other case we have just gone over.

Colonel HULL. One member of the board, Mr. Moore, was stationed, I think, in this town, and was with the troops that first went into Batangas, and had personal knowledge of most of these Batangas cases. Naturally, he worked up the Batangas cases on account of his personal knowledge of the facts.

Mr. FORNES. Can you recall the population of that town?

Colonel HULL. No, I could not say.

Mr. FORNES. Six or seven thousand?

Colonel HULL. Oh, yes; more than that. The claim reads [translating], "For the occupation of the convent by the American troops from January, 1900, to July, 1903, at the rate of 200 pesos a month, amounting to 8,476 pesos."

The CHAIRMAN. What did you award on that? Do you know?

Mr. OLMSTED. Thirty-five pesos a month.

Mr. PAGE. That depends upon whether it was the old or new church. It seems that there were two there.

Mr. FORNES. Does the report mention the size of the church?

Colonel HULL. We will come to that in due time. I think our reports will show that. [Continuing translation:] "For the occupation of a suburban piece of property—the property of the church—during three years and six months, the rent for which we have a right to claim at the rate of 25 pesos a month, amounting to 1,050 pesos."

Mr. GRAHAM. Is that what was referred to in the report as the corral?

Colonel HULL. I think that is evidently what we referred to.

Mr. GRAHAM. You allowed 12.50 pesos a month.

Colonel HULL. That is a very good rent for a piece of land in a town of that kind. There is a list of destructions and disappearances which the American troops had caused in the convents of this church and objects pertaining to the same. I see that there are 4 doors, amounting to 50 pesos; 10 locks of iron, 10 pesos; 4 boards, 20 pesos; 2 wardrobes, 14 pesos; 2 others, 16 pesos; large round table, 100 pesos; 2 benches, 40 pesos; 13 shades, 20 pesos; destruction to privy house, 6 pesos; image of patron saint, 200 pesos; 2 ciriales, which is the emblem that they put around the heads of saints, and 2 crosses, 50 pesos. These are all church ornaments and vestments. There is also an altar, 2,000 pesos; bell, 25 pesos; large table, 80 pesos; silver hanging chandelier, worth 500 pesos. That amounts to 2,936.50 pesos in all. The rents of the buildings which they had the right to occupy were put at the rate of 150 pesos per month from January, 1900, until the month of July, 1903, amounted to 6,357 pesos.

Mr. FORNES. Is that statement from which you have just translated, sworn to?

Colonel HULL. These statements are all sworn to by the natives.

Mr. GRAHAM. As I understand it, Colonel, you discounted all these claims, and make the total damages 850 pesos, which means that you disallowed almost all of these claims.

Colonel HULL. Yes, sir.

Mr. OLMSTED. On what ground were they disallowed?

Colonel HULL. Improbability, I should imagine. Here is a report in Spanish made by the presidente. It is the report of the local presidente.

The CHAIRMAN. Please explain right who the presidente is.

Colonel HULL. He is the mayor of the town. The report gives a diagram of the buildings.

Mr. LARRINAGA (translating the report):

TAAL, April 18, 1903.

Señor E. A. HICKMAN,
First Lieutenant Cavalry, No. 1.

SIR: In answer to your courteous letter of the 17th of the present month, I can inform you that, first, according to the decision of the municipal council of this pueblo on the 22d of July, 1901, there are certain properties or municipal conventos and churches in Taal, but, in view of the protests presented by the priest in charge of this parish, at the meeting held on the 26th day of the same month of July, the council declared the property of the Roman Catholic Church such establishments, although they were built with the product of personal taxes in the country; second, that before the occupation by the Americans these convents were used as dwelling places for the priests of the town; third, the convent used before the occupation of the U. S. troops; fourth, the Americans occupied them since the 18th day of January, 1900, if my memory does not fail me, constantly until the present day. It is not known that payment has ever been asked for the rent of those edifices by any apos-

tolic authority; sixth, that such establishments or buildings are the property of the Church.

This is all that I can inform you in the premises.

Colonel HULL. Here is a report from Capt. Edwin A. Hickman, first lieutenant, First Cavalry.

REPORT ON ROMAN CATHOLIC CHURCH BUILDINGS, ETC., USED BY THE ARMY.

1. Name the owner, such as: (a) The Roman Catholic Church; (b) The _____ religious order; (c) The _____ company (Limited).

2. Use to which the building was applied before American occupation—such as churches, convents, church schoolhouses, bishops' or priests' residences, hacienda buildings, offices, etc. (See report in Spanish attached.) Made by presidente, than whom there is no more responsible person to consult.

3. General description and size of the structures, whether stone, wood, nipa, etc.

Church on hill in Taal: Convent wing in use only. Stone foundation, tile roof, wood superstructure with shell windows. Front, 118 feet; width, 57 feet; wing, 111 feet by 48 feet, with kitchen included in length, which is but 32 feet wide.

Church on river in Taal: Same as above—but very old and in poor repair. Front, 64 feet; width, 36 feet; wing, 56 by 38 feet.

4. Military use to which property has been applied—such as barracks (stating number of men or companies), hospitals, officers' quarters, storehouses, offices, etc.

Convent on hill in Taal used as barracks; 85 to 100 men.

Convent by river in Taal used as quarters for civilian employees; 15 to 20 men.

5. Was the building or other property used by the forces of the insurrection at or immediately previous to the occupation by the United States troops? (See presidente's report attached.)

6. Reporting officer to estimate value of rental during period of United States Army use of same, rental value to be based on rents current during period of occupation and use. If boards of officers have already reported on question of rent, refer to same; where, when, and by whom forwarded.

Convent on hill in Taal: Records quartermaster's office reads "Occupied before arrival of Sixth Cavalry, April 21, 1901." No record left prior to that date. No board of officers. Thirty dollars gold per month would be fair and reasonable rental.

Convent by river in Taal: Record quartermaster's office reads "Occupied since March 15, 1901. No rent paid." No board of officers. Fifteen dollars gold per month would be fair and reasonable rental.

7. Has demand or request ever been made for rent by church authorities or to vacate the premises? If so, refer to papers, by whom, when, and where forwarded.

No record in this office. (See presidente's report attached.)

8. Dates between which the army occupied the structures from American occupation to March 1, 1903. (See answer to No. 6.) Both buildings occupied at date of this report (April 21, 1903).

9. Have provincial or municipal authorities officially or verbally claimed that these buildings are public and not church property? Forward or refer to papers, if any. (See presidente's report attached.)

10. Have any such buildings occupied by the Army been injured, wantonly or accidentally, or have they been improved and repaired by the Army? Give all facts and amounts.

Convent on hill in Taal: Not injured wantonly or accidentally. No improvements or repair by Army worth mentioning.

Convent by river in Taal same as above. The church to which the convent is attached has suffered from abandonment and lack of care. Altar has been torn up. By whom, unknown. From all appearances and surroundings, this building had not been used for church purposes for several years.

(NOTE.—All buildings at any one post or station to be covered by one report if practicable.)

Place.—Taal, Batangas, P. I.

Date.—April 21, 1903.

EDWIN A. HICKMAN,
First Lieutenant, First Cavalry, Commanding Post.

Colonel HULL. We recommend 90 pesos a month for the rent of the convent and new church.

Mr. GRAHAM. Ninety pesos?

Colonel HULL. Yes; \$45. For the occupation of the convent at Taal, which was occupied by the quartermaster, he estimates 30 pesos. We raised that to 35 pesos.

The CHAIRMAN. Two dollars and a half more.

Colonel HULL. Even that not being deemed sufficient, we wrote to Major Morgan. He wrote to the board from Fort Riley, Kans., as follows:

FORT RILEY, KANS., *October 30, 1905*

I certify that Taal, Batangas Province, P. I., was occupied by my battalion of the Twenty-eighth United States Volunteer Infantry January 21, 1900. It had been captured one or two days before by a combined movement of troops under Col. George S. Anderson, Thirty-eighth United States Volunteers, and Maj. W. H. Johnston, Forty-sixth United States Volunteers. The town had been put in a state of defense, trenches and barricades in the streets, prominent hills fortified, and the great church referred to by De Gracia and Mitra as the "parish church" had been gutted and prepared for defense; also the "Holy Church of the Cay Sa Say," situated under the hill, had not been specially prepared for defense, but the image of the Virgin and all her accessories had been removed.

Upon assuming command of the place all property left was duly guarded and cared for, and was as found while the Twenty-eighth Infantry, United States Volunteers, was in charge of the town, up to December, 1900.

During the Malvar campaign, December, 1901, to April, 1902, I was again in command of the district, and found the church property practically as I left it in 1900.

As a condition precedent to accepting the surrender of the insurgent forces at Taal, I required that the sacred image of the Virgin Cay Sa Say and her belongings be returned to the church, and about January 12, 1902, this was done.

Trying to induce the priest in charge to bring back the sacred image and church property, I called upon the archbishop of Manila and informed him of the disappearance of the image and church property. He informed me that I was mistaken as to the church vestments; that, anticipating the outbreak, he had caused all of the rich vestments to be removed to Manila, and at that time they were under his charge; that he would use his best efforts to get the image back to its sanctuary, but that the priest, Castillio, in charge was very insubordinate, etc.

Making it a military requirement, as above stated, the image was returned by Castillio the day of the surrender, and a few days later all the rich vestments, altars, etc., were returned from a hiding place on the volcano island in Lake Taal. All this property was duly turned over to the vicar of the district, Padre Montenegro. No receipt was taken by me, but I understood that the whole was returned.

The few vestments left in the parish church were of little value, and were carefully guarded, nevertheless.

I note that the water tank in the parish church, which had been made of lead, was evidently used for bullets, the organ pipes for making shrapnel shells, etc.; articles thus manufactured were found in Taal, and natives informed me that was the use made of these articles.

Maj. Sam Crawford, of the constabulary, may be able to give further evidence in regard to this matter. He was a captain of my battalion, Twenty-eighth United States Volunteer Infantry.

GEO. H. MORGAN,
Major, Ninth Cavalry,
Late Major, Twenty-eighth United States Volunteer Infantry,
and Chief Commissary and Acting A. D. C.

Mr. GRAHAM. That is the reason you cut out these damages for stuff taken away?

Colonel HULL. This officer testified that he had taken full care of all property left in the church. Part of it was taken away by the

church itself, and we thought, in view of Mr. Moore's knowledge and Major Morgan's positive statement, that instead of the troops doing the damage we had even guarded these few vestments that were worthless, and that the claim of the church was not well founded, and we did not allow it.

Mr. HELM. Who filed this claim? I am not interested in the name of the person himself, but—

Colonel HULL. This claim was prepared by the parish priest of Taal and is sworn to by a writer and the principal sacristan of the town. It was prepared by the parish priest and by him forwarded to the archbishop of Manila, and by him turned over to the papal delegate, and was submitted to the board through the department commander in the Philippines.

Mr. OLMSTED. If these claims were to be paid, would the appropriation of this sum of \$363,000 be regulated? Would it be paid to these particular persons in the churches in these towns, or would it be just in one gross payment to the Catholic Church?

Colonel HULL. That matter was very fully discussed by the committee at a couple of its sessions when you were not present. The money would ultimately drift down to these towns, and be spent there.

Mr. OLMSTED. We would deal with the church, itself.

Colonel HULL. Yes, sir.

Mr. OLMSTED. And you say that the \$40,000 for the carrying away of some sacred ornaments, etc., would be how divided among the several churches? How would it be determined what had been taken away from the different churches and conventos?

Colonel HULL. Nobody on earth could determine that. The bishops would have to make an equitable division.

Mr. OLMSTED. This \$363,030.19 which you recommend to be paid of rental and damages, does that cover the whole of the Philippine Islands?

Colonel HULL. Yes, sir.

Mr. OLMSTED. The order on the first page of your report is a little vague. It reads: "To investigate and report upon such claims as may be submitted to it (the board) from these headquarters." I understand that this covers all claims of the kind in the Philippine Islands.

Colonel HULL. Yes, sir; that is my understanding.

Mr. FORNES. In case any other claims should be presented that are not included in this report, would the church still have a standing to make those claims?

Colonel HULL. I suppose that it would have a standing to make them, but this report is intended to cover all the claims.

Mr. PAGE. Does this cover all the claims made up to the time of the rendering of the report?

Colonel HULL. It covers all the claims up to date. Due notice was given, so that any claim presented now would be outlawed. Good faith would not even require an investigation.

Mr. GARRETT. These claims were all forwarded to the archbishop, were they not?

Colonel HULL. No, sir. The archbishop of Manila never saw a great many of them; he only saw the claims from his own diocese.

He has nothing to do with the financial claims of any other diocese than that of Manila.

Mr. PAGE. They were filed, as I understood you, by the papal delegate.

Colonel HULL. Yes, sir.

Mr. GARRETT. What is the relation of the papal delegate?

Mr. PAGE. He is the representative of the Pope, and the one authority over all of the dioceses in the Philippine Islands.

Mr. OLMSTED. He represents the whole church as an entirety.

Colonel HULL. He represents the church as a whole.

Mr. GARRETT. In administrative matters he is the representative. He has a right to act in the name of the Pope. This power is delegated to him by the Vatican.

Mr. GARRETT. The question has been suggested here, and I do not know how extensively it has been gone into, or how extensively there may be a desire to go into it, as to the right of the church to receive this money in a lump sum, and to have it turned over absolutely to the church without Congress undertaking to divide it.

Colonel HULL. I think that that matter has been gone into.

Mr. GARRETT. Mr. Jones stated the other day that all these churches had been paid for by local contributions and that under the organic law all church property is under the control of the Pope as well. Some question might arise as to whether it ought to be turned over to the archbishop or to the church authorities for distribution, or whether Congress ought to undertake to distribute it.

Mr. FURNES. Let me make a statement right there. I have received information in the way of a written statement that whatever money is allowed in this matter will be spent by the church in the Philippines for the purpose of the restoration of the property for which it has been allowed. That statement I can make, and I will also state that as far as the church law goes, every archbishop has full charge of the property of his own diocese, and the title to the property is in the name of the bishop of the diocese.

Mr. DAVIS. Mr. Chairman, I would suggest that if any other member of the committee has no particular claim to request, we have now gone over the question of rentals, damages to churches, conventos, convents, etc., and have particularized to a certain extent for the record. For the benefit of an outsider who may read the report of our hearings—Members of Congress—I would suggest that in order to give a clear idea of the matter, we take claim No. 362, which is like a number of others in the report, and which reads as follows:

No. 362. Tubugan, Iloilo: Claim for damages for looting church and convent, amounting to ₱32,344.

We recommend that nothing be paid, for even if claim was substantiated it was the unlawful acts of the service.

Ought not the record now to disclose some reason, or explain why a claim of that magnitude was rejected, in order that any Member of Congress could pick up the report and ascertain the method and reasons why it was rejected?

The CHAIRMAN. That is a good suggestion. Colonel Hull, why was that?

Colonel HULL. This was hostile territory. It was a town some distance from our regular base of supplies.

MR. DAVIS. There are a number of other cases of apparently the same nature.

Colonel HULL. Speaking generally and from memory, and from my knowledge of our troops, it would not have been natural for them to have gone in and deliberately carried off the stuff that it is alleged they took. The claim is improbable on its face. Even if substantiated, as the board says, it would be a violation of the principles that have governed the Government heretofore, to fully compensate for that tortious act. To carry off that property, the entire company would have had to be guilty. If any report had been made to the commanding general of such an occurrence anywhere near the time, the case would have been investigated and the officer would have been court-martialed and dismissed and the enlisted men would have been punished and their pay stopped and the church reimbursed for any loss sustained.

MR. DAVIS. Is there any proof that this looting had taken place?

Colonel HULL. Nothing but affidavits by natives, and you can get those by the dozen of all or any description. Now, that such claims should lie dormant for years and then suddenly be presented after the actors have all passed away to other places, it would not seem that they were worthy of careful consideration or were proper claims.

MR. DAVIS. That statement would apply to many other claims here in reference to which you have made the same memorandum.

Colonel HULL. Virtually; yes, sir. I am speaking from memory.

MR. OLMSTED. You recommended that there be nothing paid because there is no such claim substantiated, and even if it had been substantiated it would be an unlawful act of the service. What does that mean?

Colonel HULL. "Servants" there would mean unlawful acts of Government agents. I do not know that we used that word "service" in a single case.

The CHAIRMAN. It should be "servants" there, if anything.

MR. OLMSTED. You mean then that it would not be the Government, or anybody acting under the authority of the Government, but of individuals acting outside of their employment.

Colonel HULL. Yes, sir.

MR. OLMSTED. And you mean the same thing, then, as to the succeeding claim, No. 363, when you say, "We recommend that nothing be paid. Even if substantiated it would be an act of war."

Colonel HULL. I think that was a claim for burning. I will look up the exhibits, if you don't mind.

MR. OLMSTED. There are two or three claims right together there just alike.

MR. JONES. I would like to ask the Colonel a question or two. I do not know how long these meetings are to continue. There are one or two general questions I want to get into the record.

Colonel HULL. Just a minute, please. I was asked about that Tubugan claim. I find that we have a report here of Capt. F. D. Wickham, of the Twelfth Infantry, with two affidavits. He says:

There is no evidence that any of the property claimed was taken by United States troops. No troops were ever stationed in the town, and the insurgents were in the place oftener than our forces. Father Felix Gedican, the present priest, is of the opinion that if our troops took anything at all it was taken as loot and that the claim is excessive.

Colonel HULL. Here is his full report:

Report on Roman Catholic Church buildings, etc., used by the Army.

"1. Name the owner, such as:"

(a) The Roman Catholic Church, Tubugan, Panay, P. I.

(b) The _____, religious order.

(c) The _____ Company (Limited).

"2. Use to which the building was applied before American occupation—such as churches, convents, church schoolhouses, bishops' or priests' residences, hacienda buildings, offices, etc."

Church.

"3. General description and size of the structures, whether stone, wood, nipa, etc."

Stone, iron roof. About 250 by 125.

"4. Military use to which property has been applied—such as barracks (stating number of men or companies), hospitals, officers' quarters, storehouses, offices, etc."

None.

"5. Was the building or other property used by the forces of the insurrection at or immediately previous to the occupation by the United States troops?"

No.

"6. Reporting officer to estimate value of rental during period of United States Army use of same, rental value to be based on rents current during period of occupation and use. If boards of officers have already reported on question of rent, refer to same, where, when, and by whom forwarded."

None.

"7. Has demand or request ever been made for rent by church authorities, or to vacate the premises? If so, refer to papers, by whom, when, and where forwarded."

No.

"8. Dates between which the Army occupied the structures from American occupation to March 1, 1903."

Never occupied.

"9. Have provincial or municipal authorities officially or verbally claimed that these buildings are public and not church property? Forward or refer to papers, if any."

No.

"10. Have any such buildings occupied by the Army been injured wantonly or accidentally, or have they been improved and repaired by the Army? Give all facts and amounts."

No.

There is no evidence that any of the property claimed was taken by United States troops. No troops were ever stationed in the town and the insurgents were in the place oftener than our forces. Father Felix Gedican, the present priest, is of the opinion that if our troops took anything at all it was taken as loot and that the claim is excessive.

See affidavits attached and marked "A" and "B," respectively. Notice two affidavits by Vincente Tacsagon.

(NOTE.—All buildings at any one post or station to be covered by one report, if practicable.)

Place, Tubugan, Panay, P. I.

Date, December 21, 1905.

F. D. WICKHAM,
Captain, Twelfth Infantry.

Colonel HULL. That is case 362. Now, as to 363.

Mr. OLMSTED. There seems to be two parts of that: First, that the claim is not substantiated; and second, even if substantiated, it would be an act of war.

Colonel HULL. In his report, Captain Wickham states:

At present the building is in a very poor state of repair and no care taken of it. There is no positive evidence that anything was taken from this church by United States troops, or that it was ever burned by them. The people when questioned say they do not know whether it was the insurgent force or the United States force which did the damage as they were all very much frightened

at the time, and left the town, and that the two men who made the affidavits setting forth the damage were not in the town at the time, either.

The full report reads:

Report on Roman Catholic Church buildings, etc., used by the Army.

"1. Name the owner, such as:"

(a) The Roman Catholic Church, Calinog, Panay, P. I.

(b) The _____, religious order.

(c) The _____ Co. (Limited).

"2. Use to which the building was applied before American occupation—such as churches, convents, church school houses, bishops' or priests' residences, hacienda buildings, offices, etc."

Church.

"3. General description and size of the structures, whether stone, wood, nipa, etc."

Stone, with iron roof.

"4. Military use to which property has been applied—such as barracks (stating number of men or companies), hospitals, officers' quarters, storehouses, offices, etc."

None.

"5. Was the building or other property used by the forces of the insurrection at or immediately previous to the occupation by the United States troops?"

Yes.

"6. Reporting officer to estimate value of rental during period of United States Army use of same, rental value to be based on rents current during period of occupation and use. If boards of officers have already reported on question of rent, refer to same; where, when, and by whom forwarded."

None.

"7. Has demand or request ever been made for rent by church authorities, or to vacate the premises? If so, refer to papers, by whom, when, and where forwarded."

No.

"8. Dates between which the Army occupied the structures from American occupation to March 1, 1903."

Never occupied.

"9. Have provincial or municipal authorities officially or verbally claimed that these buildings are public and not church property? Forward or refer to papers, if any."

No.

"10. Have any such buildings occupied by the Army been injured, wantonly or accidentally, or have they been improved and repaired by the Army? Give all facts and amounts."

No repairs.

At present the building is in a very poor state of repair and no care taken of it. There is no positive evidence that anything was taken from this church by United States troops, or that it was ever burned by them. The people when questioned say they do not know whether it was the insurgent force or the United States force which did the damage, as they were all very much frightened at the time and left the town, and that the two men who made the affidavits setting forth the damage were not in the town at the time, either.

(NOTE.—All buildings at any one post or station to be covered by one report, if practicable.)

Place, Calinog, Panay, P. I.

Date, December 16, 1905.

F. D. WICKHAM,
Captain, Twelfth Infantry.

Mr. OLMSTED. I want to get your meaning of that second defense, as to acts of war, which applies to a great many of the claims.

Colonel HULL. That is explained in the back of our report.

Mr. JONES. Were there any other cases in which you discovered upon investigation that the troops who were alleged to have committed the damages were not even in the town when the alleged damages were committed, or is this the only case?

Colonel HULL. There were a number of cases where they showed ignorance or misconception in their affidavits. A study of the affidavits does not lead one to any great belief in the correctness of the native testimony. I have had experience with that in other matters.

Mr. GRAHAM. As I understand you, this damage was probably done by the insurgents.

Colonel HULL. Whether it was done by insurgents or United States troops we do not know.

Mr. DAVIS. Possibly the looting was done by the owners themselves, who kept the sacred vestments in hiding.

Colonel HULL. That was one of the cases.

Mr. JONES. You mean to say that the looting was done in many cases by the owners, very probably?

Colonel HULL. In cases, people of the town went into the churches and hid the ornaments and vestments, some from religious motives and some from opposite motives.

The CHAIRMAN. That was in the reports of the Regular Army officers.

Take claim No. 374, which is a claim for rent and damages to convent amounting to 5,875 pesos. You recommend payment of rent for three months at 25 pesos per month, amounting to 75 pesos altogether, and no damages. There the claim was for \$2,900, and you gave them \$37.50. Is that a remarkable one?

Mr. JONES. What is the number of that claim, Mr. Chairman?

The CHAIRMAN. No. 374.

Mr. OLMSTED. At the bottom of page 30.

Colonel HULL. That happened in some cases where buildings had been burned when we occupied them. This investigation was made at my suggestion by Capt. Clarence S. Nettles, acting judge-advocate, Department of Visaya, who went there and took testimony on the subject. He was authorized to administer oaths. His report is as follows:

Report on Roman Catholic Church buildings, etc., used by the Army.

"1. Name the owner, such as:"

(a) The Roman Catholic Church.

(b) The ———, religious order.

(c) The ——— Co. (Limited.)

"2. Use to which the building was applied before American occupation—such as churches, convents, church schoolhouses, bishops' or priests' residences, hacienda buildings, offices, etc."

Church used for religious purposes and convent as priest's residence up to date of insurrection, November, 1898, when priest fled. Afterwards occupied by insurgent troops.

"3. General description and size of the structures, whether stone, wood, nipa, etc."

The church was about 100 by 50 feet; walls of sewalle, roof of nipa; now entirely destroyed, apparently from decay consequent to nonuse, neglect, and natural causes. Convent a small building of four rooms, also of light structure and nipa roof. In complete state of decay, due to nonuse and natural causes.

"4. Military use to which property has been applied—such as barracks (stating number of men or companies), hospitals, officers' quarters, storehouses, offices, etc."

As barracks for small detachment of about 30 men.

"5. Was the building or other property used by the forces of the insurrection at or immediately previous to the occupation by the United States troops?"

No evidence.

"6. Reporting officer to estimate value of rental during period of United States use of same, rental value to be based on rents current during period of occupation and use. If boards of officers have already reported on question of rent, refer to same; where, when, and by whom forwarded."

Ten dollars gold per month.

"7. Has demand or request ever been made for rent by church authorities, or to vacate the premises? If so, refer to papers; by whom, when, and where forwarded."

Not known.

"8. Dates between which the Army occupied the structures from American occupation to March 1, 1903."

About three months.

"9. Have provincial or municipal authorities officially or verbally claimed that these buildings are public and not church property? Forward or refer to papers, if any."

Not known to have. As stated, the buildings are at present unfit for any use whatever.

"10. Have any such buildings occupied by the Army been injured wantonly or accidentally, or have they been improved and repaired by the Army? Give all facts and amounts."

There is no evidence of wanton or accidental injury. It is my opinion that these buildings have simply rotted away, due to natural causes, climate, etc., and lack of care and nonuse.

(NOTE.—All buildings at any one post or station to be covered by one report, if practicable.)

Place, La Castellana, Occidental Negros.

Date, September 23, 1905.

CLARENCE S. NETTLES,
Captain, Acting Judge-Advocate, U. S. Army.

Mr. JONES. You recommend the payment of rent at 25 pesos per month, which is really more than the amount recommended by the Army officer in this instance.

Colonel HULL. We allowed a little more than the evidence in front of us would warrant.

Mr. JONES. I want to ask you a general question or two. Generally speaking, I understand that the property for which rent and damages is claimed is of three characters—first, cathedrals; second, churches and conventos, and, third, seminaries or school buildings. Now, I understand from your reports here that these cathedrals were built by contributions of one-third by the members of the church, one-third out of the general island treasury, and one-third out of the local funds. Will you please state how the conventos were built?

Colonel HULL. They were built in a great many different ways. In a great many towns it is reported that they were built by the labor of the people of the town and contributions from the wealthy people in the town. In other cases the government gave funds, and in still other cases the church gave money from the church funds, but as to any fixed rule it would be impossible to state.

Mr. JONES. There were no uniform means by which they were built?

Colonel HULL. No, sir; according to my understanding.

Mr. JONES. How about the seminaries and the school property?

Colonel HULL. I think they were generally built out of the funds of the diocese, aided by contributions and labor of the people.

Mr. JONES. What do you mean by "funds of the diocese?" Do you mean local funds or particular church funds?

Colonel HULL. Funds of the diocese—church funds.

Mr. JONES. There was a case, you know, taken to the supreme court, which probably was supposed to be a typical case. Do you know whether the property involved in that particular test case—alleged test case—was a cathedral, or whether it was a church and a convent, or whether it was school property?

Colonel HULL. My recollection is that it was a church and convent, constructed one-third out of the central treasury and the rest by voluntary contributions. I speak from memory. You have the case in front of you, I think.

Mr. JONES. No; I do not have it in front of me.

Colonel HULL. It is before the committee, is it not, Mr. Chairman?

The CHAIRMAN. Yes; we have a report here. It came after we adjourned last spring.

Mr. JONES. Do you think it possible that you could take any one case, or even a class of cases there, as I have discovered them, and make a test case of that one case which would rule all of the other cases?

The CHAIRMAN. Permit me to suggest that the supreme court has decided that the title is in the church.

Mr. JONES. That was in the case that was before the supreme court, but there was but one case before the supreme court, and that is what I am trying to get at. They decide that the property involved in that suit belonged to the church, and it is alleged, or claimed, I suppose, that that is a test case. Now, I have discovered in these hearings that the cathedrals, for instance, were built one-third out of funds contributed by the general government (the insular government), one-third by local funds (taxes set apart for local purposes), and only one-third, and the other third by private contributions. That is not the case with a great deal of the other property in the islands for which we are asked to pay damages. The question with me is whether it would be possible to pick out any one of these cases—any one of this class of cases—and then show that the decision in that case would cover all other cases, no matter how different the ownership might be. That is what I want to get the opinion of Colonel Hull on. He was judge-advocate over there, and he made the examination as to the ownership of title, as well as to the character of the damages to this property.

Colonel HULL. It is a question of practice. Doubtless, a good many members of the committee have had more experience in such matters than I have.

Mr. MCKINLAY. Does not that decision go to the point that always, in reference to the organized church, the legal title lies in the bishop of the diocese? That is the old canonical law.

Mr. JONES. That whole question is discussed in this one case.

Mr. MCKINLAY. I think that the decision of the supreme court of the islands covers that point. They have held that the title to the church property always lies in the bishop.

Mr. DAVIS. No matter who built it.

Mr. MCKINLAY. There has got to be a legal title somewhere.

Mr. JONES. I do not want to discuss this subject in the committee now. We will discuss it when we take the matter up for discussion. I want to get at the facts now. You may be right about that. I am

not discussing the decision of the supreme court. What I want to get at is the facts as to the ownership of this property, so that when we come to consider this question we will be able to determine whether or not that was a test case, and that the rule laid down in that case should govern in all other cases where damages are claimed.

Mr. OLMSTED. Let me ask you this, Mr. Jones: The buildings were paid for one-third by the Philippine government, one-third by the church, and one-third by local funds. I do not understand what is meant by "local funds."

Mr. JONES. I understand "local funds" to be a part of the local taxes contributed or set apart by the general government for local purposes.

Mr. MCKINLAY. And individual contributions.

The CHAIRMAN. Gentlemen, here is an important point. Colonel Hull used the words "Philippine government." We want it to be distinctly understood that the Philippine government as now constituted did not contribute to the church. It was the Spanish Government, not the Philippine government, which contributed.

Mr. JONES. I said out of the general insular government.

Mr. MCKINLAY. Would it not be a pretty fair presumption that when the supreme court of the islands had taken a case which, presumably, was a test case and applied to the title to the church property that would apply to all of the cases? Can we not take that as a fair presumption?

Mr. JONES. I am anxious to get at the facts, so as to decide that. What would be the use of getting Colonel Hull's opinion on these items if we are going to decide the title in each particular case by the facts in the case.

The CHAIRMAN. There is one question that I want to ask Colonel Hull. Have you talked with the church authorities over there on the general subject of limiting the purposes for which the appropriation, if made, should be expended?

Colonel HULL. I have never discussed any such question with them, other than that everyone of the authorities have assured me that if any money were appropriated, it would be used in rebuilding and reconstruction of the church properties in the Philippine Islands.

The CHAIRMAN. Is it your judgment that it would be wise for us to insert in the appropriation bill, if one be passed, a provision directing that the money appropriated shall be used for building purposes in the Philippine Archipelago—shall be expended in the islands?

Colonel HULL. That is a question that really is not before me, but, at the same time, I feel that any such provision as that would do no harm. In view of the statements that the Catholic authorities have made to me, I think that there would be no objection on their part to such a limitation.

(At this point the committee adjourned until 10.30 o'clock a. m. of to-morrow, Thursday, January 23, 1908.)

COMMITTEE ON INSULAR AFFAIRS,
HOUSE OF REPRESENTATIVES,
Thursday, January 23, 1908.

The committee met at 10.30 o'clock a. m., Hon. Henry Allen Cooper, chairman, presiding.

STATEMENT OF LIEUT. COL. JOHN A. HULL, U. S. ARMY—Continued.

The CHAIRMAN. The committee will come to order. Is there any member of the committee who desires to further question Colonel Hull about any of the claims?

Mr. FURNES. I desire to ask Colonel Hull where these claims were made and not recognized, were they generally made under the assumption that whether our troops had occupied or in any way made use of the property, they believed that the Government was responsible? Was there such an impression prevailing?

Colonel HULL. No; I do not think there was, for the reason that during Spanish times, and during the insurrection of 1896 and 1898, many of these buildings had been occupied by either the insurgents or the Spanish forces, and no claims had been made against Spain for such occupancy or for such losses, and I should say that the general impression among the natives was that that was something for which there was no responsibility.

Mr. FURNES. They may have made the claims in the belief that there was now a responsible party against which to make the claims.

Colonel HULL. That is speculative to a certain degree.

Mr. JONES. Colonel Hull, I want to ask you one or two rather general questions.

Are there any claims which were investigated by your board where the church authorities were unable to give you definite facts relating to the damages claimed by reason of the fact that the Aglipayans were in possession of the churches all the time and they therefore could not furnish you that?

Colonel HULL. That was true in a number of provinces. In Bishop Daugherty's diocese, in the northern part of Luzon, there were several provinces so held, and he claimed that the church suffered quite a loss in the award, due to such conditions, as the church was thereby unable to make proper presentation of their claims.

Mr. JONES. Do you know of any cases of damage to church property, or destruction of church property, where this property was built wholly by contributions from the people?

Colonel HULL. Any such specific cases I can not call to mind at present, but I have no doubt that there were such cases.

Mr. JONES. In any of these cases were the representatives of the Independent Catholic Church in possession of the property when you made your investigation?

Colonel HULL. You mean in these cases?

Mr. JONES. Yes; in any of the cases enumerated in your report, in any of the churches named in your report.

Colonel HULL. Yes; in a number of the cases mentioned in our report the actual possession of the buildings at the time we were investigating the claims was in the hands of the Aglipayans.

Mr. JONES. Had that possession been continuously in their hands since the insurrection?

Colonel HULL. As I think I stated on the first day that I appeared before this committee, we paid no attention to the Aglipayan order in the investigations that we made as to whether they were in possession of the property or not. In other words, the exact ownership of this property was not made the subject of close inquiry.

Mr. JONES. You did not then, I understand, investigate as to how long either branch of the church had been in possession of the property, but you do know that the Aglipayans, or the Independent Catholic Church, was in possession of some of this property at the time you made your investigations.

Colonel HULL. In a large number of cases.

The CHAIRMAN. Is that all, Mr. Jones?

Mr. JONES. That is all I wanted to ask the colonel.

Colonel HULL. That information, I might state, was obtained by the board not only from the statements of the Catholic authorities, but it also appeared in some cases in the reports of the army officers submitted to the board.

The CHAIRMAN. Let us have a distinct understanding as to what was meant by the Independent Catholic Church in the Philippines. When was that church first heard of there?

Colonel HULL. Along about the latter part of the summer, or in the early fall of the year 1902.

The CHAIRMAN. That was after our occupancy of the islands?

Colonel HULL. Yes, sir.

The CHAIRMAN. Who was Aglipay?

Colonel HULL. He was a sort of vicar-general, at one time, of the diocese of Vigan, under the Roman Catholic Church.

The CHAIRMAN. That was prior to the war, and before our occupancy?

Colonel HULL. It was after our occupancy—say, August, 1898, to March, 1899. The insurgents seized the bishop of Vigan and carried him to the mountains, and he subsequently died of hardships that were placed upon him by the insurgents.

The CHAIRMAN. The bishop of Vigan of the Catholic Church?

Colonel HULL. Yes, sir.

The CHAIRMAN. Not of the Independent Church?

Colonel HULL. No, no; that was before the Independent Church had started. Then Aglipay joined the insurrection as a general of the insurrectionary forces, and he had the reputation among the Americans of being a very bloodthirsty individual. He surrendered, finally, to the American authorities, and shortly afterwards started the so-called Independent Catholic Church.

The CHAIRMAN. And this man, who had the reputation of being a bloodthirsty individual, was the head of the Independent Catholic Church in the Philippine Islands?

Colonel HULL. Yes, sir. I might add that it was frequently reported that he was guilty of burying American soldiers alive if they fell into his hands as captives.

The CHAIRMAN. Now, the possession of these churches by the Independent Catholic Church, at the head of which was Aglipay—this man who had the reputation of burying our soldiers alive—was what

sort of possession? Was it by force; was it with the consent of the Catholic Church; was it with the consent of the American Government, or was it with the consent of any constituted authorities?

Colonel HULL. It was not with the consent of the Catholic Church; neither was it with the direct consent of the American Government.

The CHAIRMAN. Are there any other questions, gentlemen?

Mr. JONES. I would like to ask a question right there. Colonel Hull, is it not a fact that Secretary Taft, when he was governor of the Philippine Islands, issued an order that wherever the Aglipayans were in possession of church property they should remain in possession of that property, and that wherever representatives of the Roman Catholic Church were in possession they should remain in possession of the church property, quiet possession, until the dispute between the two elements should be decided by the courts?

Colonel HULL. I have never read such instructions, but it is my impression that such were issued, especially in view of the policy pursued by the Government.

Mr. JONES. There is no question on earth but that such an order was issued; and, if it were issued, were not the Aglipayans in lawful possession of this property under that order, if they were in possession of it?

Colonel HULL. My answer to that was, a short time ago, that it was with the passive consent of the government that they took possession.

Mr. JONES. Yes; but I was afraid that your answer and the chairman's question there might—

Colonel HULL. As I understand the policy of the government out there, this was a question that was properly one for the courts; that the authorities would not consider it as an administrative measure and place one or the other in possession of the churches. They would leave them as they found them.

Mr. JONES. I know that Secretary Taft testified about that himself last winter. I have a copy of his testimony here. There is no question on earth—

The CHAIRMAN. Suppose we were to grant that, my question was this—

Mr. JONES. I was afraid that it would convey an improper impression.

Mr. FURNES. In the calculation of these claims, did the question of the possession of this property by the Independent Catholic Church have any effect as to the result in arriving at the amount allowed?

Colonel HULL. No such question was considered by the board on church claims, and the question does not figure in the report that we are now discussing.

Mr. HELM. There must have been some conflict of claims between the regular church and this independent church. Now, in some States and under some jurisdictions, if that possession was adverse to the legal title of the holder and continued adverse—at least, in our State—for fifteen years, then the person claiming adverse possession and in adverse possession for fifteen years acquires title. Does that condition prevail anywhere along the line in any of these claims?

Colonel HULL. No, sir; ten years' hostile possession is the law in the Philippines now.

Mr. OLMSTED. You mean that ten years gives a prima facie title.

Colonel HULL. Yes, under Act No. 190 of the Philippine Commission.

Mr. HELM. Has any of this property which is included in that upon which the award of the board was made been in the possession of this Independent Catholic Church for ten years or longer?

Colonel HULL. That would be impossible, because the Independent Church was not constituted until 1902.

The CHAIRMAN. Are there any other questions, gentlemen, on any other claim?

Mr. GARRETT. I want to ask Colonel Hull this question in view of the answer just given by him. At the time for which you made these awards, was there any Independent Church there?

Colonel HULL. No, sir.

Mr. GARRETT. There was no Independent Church for the time that you made these awards?

Colonel HULL. No, sir.

Mr. GARRETT. The organization of the Independent Church has all come since the time of our occupancy for which these awards were made?

Colonel HULL. Yes, sir; unless in one or two particular cases, where we have kept scouts; but as a very general proposition, I should say that it was afterwards.

The CHAIRMAN. During the time that these damages were inflicted, there was no Independent Catholic Church in the Philippines?

Colonel HULL. No, sir.

Mr. HELM. Perhaps it is a little bit apart from the Colonel's office; but it occurs to me, and I would like to ask him if it would be possible out of abundant precautions that there would be an award made, that a case could be prepared and presented to this Manila court, or to whatever court prevails over there, and have it adjudicated thoroughly and completely as to whom this money should be paid? Could that be done? Would it be possible?

Colonel HULL. For what purpose? What claims are you afraid of?

Mr. HELM. There seems to have been some confusion or some misunderstanding as to who was the proper person in each instance to whom to pay this money. Could that not be all adjudicated or determined conclusively by the court in a certain case?

Colonel HULL. It could be determined conclusively by the War Department, without the necessity of an investigation by judicial process, by securing any necessary quittance of every legal authority of the Catholic Church.

The CHAIRMAN. I think that I can ask a question which will clear up part of the doubt in your mind, Mr. Helm. Let me ask the Colonel this: Has the Independent Catholic Church ever presented a demand for damages to any property mentioned in any of these claims?

Colonel HULL. No, sir; and there is a document on record, secured from Aglipay by an officer whose name I do not now recall, stating that no such claims were contemplated.

The CHAIRMAN. That being true, the only claimant who has asked compensation for damages on the property mentioned in your itemized report is the Roman Catholic Church of the Philippine Islands?

Colonel HULL. Yes, sir; of which there are only five owners—the bishops.

Mr. GARRETT. On the first day of the hearings I asked Colonel Hull two or three questions, the substance of which, all taken together, was whether the board had not allowed what it considered to be a reason-

able rental or reasonable payment for actual use by troops of the United States acting under orders. Now, do I understand you to say that the Independent Church was not organized prior to 1902?

Colonel HULL. That is my understanding.

Mr. GARRETT. It was organized in that year?

Colonel HULL. Yes, sir.

Mr. GARRETT. Now, the great bulk of the claims which are made, and which are involved in your report, were claims for occupancy prior to 1902, when there was no schism in the church. Is that correct?

Colonel HULL. Yes, sir.

The CHAIRMAN. And no independent church.

Mr. GARRETT. No Independent Church.

Colonel HULL. That is correct.

Mr. GARRETT. I understand, from what you said a few moments ago, that probably there were some few claims subsequent to 1902.

Colonel HULL. I will explain that—

Mr. GARRETT. Just a moment. If that is correct and there are some claims subsequent to that, will you at your leisure designate those claims and put them into the report of the hearing here, in the statement here?

Colonel HULL. That would be very hard to do. They will be only a few in number where the occupancy extended for any length of time after the schism. Most of the occupancy—I should say in 99 per cent of the claims—occurred before this division. Where we occupied the property later than that, it was due to the maintenance of scouts, or something like that. I can do it, but it would involve some time and a good deal of work.

Mr. DAVIS. Mr. Chairman.

The CHAIRMAN. Mr. Davis.

Mr. DAVIS. Of what is the Independent Church composed?

Colonel HULL. Of what elements?

Mr. DAVIS. Of what population; what peoples?

Colonel HULL. Ilocanos, Visayans, and Tagalogs.

Mr. DAVIS. With regard to religious faith?

Colonel HULL. All Catholics.

Mr. DAVIS. Is it true, or not, that the Independent Catholic Church is composed of deserters, as it were, or offshoots of the previously existing Catholic churches?

Colonel HULL. Yes, sir.

Mr. GRAHAM. What number? You indicated some time ago, I think, the probable number of them.

Colonel HULL. No, sir; I did not. Mr. Jones stated 3,000,000, but I have no figures. I should say that that estimate is large.

Mr. DAVIS. Then the members, generally speaking, of the present Independent Catholic Church were formerly members of, and belonged to, the Roman Catholic Church.

Colonel HULL. Yes, sir. That question is discussed somewhat in the statement of Bishop Daugherty. I have not read that statement in over a year, but I think that he discussed the Independent Church in his affidavit made to the board.

Mr. DAVIS. The reasons for this dissension, or breaking away from the so-called "mother church," was not considered important by your board?

Colonel HULL. No, sir.

Mr. DAVIS. Of no account whatever?

Colonel HULL. Not from what I understand of our report.

Mr. DAVIS. Except you did ascertain the manner and method, and the funds that were used in the construction of these churches?

Colonel HULL. In some cases, but not in all cases.

Mr. DAVIS. And you have stated the sources of revenue?

Colonel HULL. I looked up that question somewhat when I was first in Manila.

The CHAIRMAN. There is one suggestion that I want to make right there, Colonel. We have here a record of the testimony of the four bishops taken under oath before this board. I have been given permission to insert in the record of the hearings before this committee the testimony of Bishop Rooker, and I think it would be well to have also inserted in such record the sworn testimony of Bishop Daugherty, of Bishop Hendrick, and of Bishop Barlin—the three American bishops and the one Filipino bishop—on these claims.

Mr. JONES. Are those all the bishops?

Colonel HULL. Yes, sir. The Archbishop of Manila was absent.

The CHAIRMAN. Is the committee willing to have that done?

Mr. JONES. I hope that it will be done.

CONVENTO, JARO, ILOILO, *December 5, 1906.*

Statement of Right Rev. Frederick Z. Rooker, bishop of Jaro, after first being duly sworn by the president:

Q. Bishop, when did you first come to Jaro?—A. I came to Jaro on the 2d of November, 1903.

Q. In the performance of your ecclesiastical duties you made visitations to most of your diocese?—A. Of fully two-thirds.

Q. I would like to have a statement from you as to what you learned on these visitations relative to the inquiries we are now making pursuant to orders from the Secretary of War; that is, with special reference to damages done to the Roman Catholic Church by insurgents or incident to war.—A. Well, I found in many of the parishes, first, that the American troops occupied and used church property consisting of residences and church buildings, and that such occupation caused to these buildings more than the damage by ordinary wear and tear. I found in very many places that the buildings were left by the troops in practically useless condition, and in very many other cases they were left in such a state that their further occupation for purpose of residence would necessitate repairs at great expense. I found that in some few cases the property, consisting of churches and convents, was totally destroyed by fire, ordered by American officers. I found that the general impression caused among the people was that enormous quantities of property, furniture, utensils, instruments, and vestments of worship were appropriated by the American troops. Whether or not this was what actually happened I can not tell, for I was not even present in the Philippine Islands, but the general impression is that such sacking took place. As to the value of these damages to church property I am in no position to give a better estimate than those that have already been presented in separate documents sworn to by witnesses present during the whole time. That the churches and ecclesiastical buildings were at one time of extraordinary value and beauty is evident from an inspection of what is left of them. That they are now in a miserable state of deterioration is also perfectly evident to the eye. That this deterioration has been caused by violent treatment and not by ordinary effects of time and weather and to lack of care is also perfectly evident. That the only violent cause which operated between the time the buildings were in a totally excellent condition and the time when they were found almost completely ruined was the prosecution of war is also an historical fact. Consequently I suppose the incident of the prosecution of war, the operations of the American troops, and possibly at the same time malicious destruction by the insurgents were the causes of the destruction. It is also absolutely sure that objects of very great value have been lost, and were lost during the time of the disturbance; that some of these

objects might be traced so that proof could be found of their possession by the American troops is certain—to calculate exactly how much the American troops directly confiscated of such property is simply an impossibility. I believe, however, that if the American Government desires to make compensation for the damages actually suffered by the Catholic Church in its property, during and directly on account of the insurrection and its suppression, the estimates already presented from this diocese will give the Government a fair and honest valuation upon which to base its compensation.

I desire, however, to add to the claims already submitted one claim for ₱16,000 damage on account of the burning of the church and convento in the pueblo of Tangalan, province of Capiz, which destruction took place when the American official in charge ordered the burning of the entire pueblo. This claim was submitted, but was not accepted, because at that time it was understood that no claim for damage on account of necessary operation of war was to be admitted. I may say that I have visited personally the pueblo of Tangalan, and I know that the church and convento were actually burned; that I have been informed by residents of the town who were there at the time, as well as by American military officers, that this pueblo was burned by order of the commanding officer. I will also add that the value of ₱16,000 for the church and convento as they existed is absolutely reasonable, being a value based on the expense of constructing both buildings at the time of their destruction, which expense at the present date would be largely increased.

I know of no instance in the entire diocese where the property damaged by military occupation or by the incidents of war has been repaired or restored. The economic condition of the people absolutely prevents them from contributing toward such reparation or restoration. They have been obliged to continue in their worship in burned churches as best they might, and the parish priests have been obliged to live as best they can in their practically destroyed conventos or to hire a room in small, contiguous houses.

Even if the Government were to grant the claims of this diocese just as they stand, the condition of the church here would still remain very much deteriorated in comparison with what it was before the war. The sums asked for would be insufficient to put the property back to its original condition. These amounts are calculated on the basis of damages actually done. Since then, as time has passed, the deterioration to the damaged buildings has increased month by month. This subsequent deterioration has not been included in the claims which have been presented. The repairs to-day would be much more than at time of damage. For example, if the claim made for damages in the parish of Maasin (case 369), amounting to ₱2,000, had been paid at the time they were made the amount would have restored the property to its original condition; to-day that restoration would cost not less than ₱10,000.

Q. Recently you caused contractors to look over the bishop's palace at Jaro?—A. I have.

Q. Did you have any estimates made as to the cost of repairs?—A. I had four estimates made.

Q. Will you state what they were?—A. The estimates ranged from ₱25,000 to ₱30,000.

BISHOP'S PALACE, VIGAN, LUZON,
December 21, 1906.

Statement of Right Rev. D. J. Daugherty, bishop of Vigan, after first being duly sworn by the president:

Q. Bishop, when did you first come to Vigan?—A. I arrived in Vigan October 22, 1903.

Q. In the performance of your ecclesiastical duties you made visitations to most of your diocese?—A. All except Nueva Viscaya and a few towns in Ilocos Norte.

Q. I would like to have a statement from you as to what you learned on these visitations relative to the inquiries we are now making pursuant to the orders from the Secretary of War; that is, with special reference to damage done to the Roman Catholic Church by insurgents or incident to war.—A. I learned that not only the direct damages considered, but the resultant damages are great. Formerly the church buildings were in a fine condition and one of the glories of the land; now they soon will be complete ruins unless repaired at once, and as the parishes have no church funds there is an urgent necessity for a speedy appropriation by Congress to meet the just claims of the churches. I consider that the claims heretofore presented and those newly presented are not at all more than is just. In fact I know many instances where priests

abstained from presenting large claims for fear that Congress would reject all. In the entire province of Ilocos Notre, where we have many church properties of great value, there is only one town in which we have a priest and from which we have received a priest's report. For the other towns we have been obliged to call upon the actual, provincial treasurer in 1904, and the report he made gave an estimate of properties of about one-fifth what we considered just with regard to the rentals. The treasurer had no documents which to rely upon in making his report. In the entire province of Nueva Viscaya there was no Catholic priest at all, and we had to rely upon the local provincial treasurer to make a report, and in the foregoing we deem the estimate of the damages done less than we consider just. In several towns in far outlying parish districts, especially in the mountainous countries, we have no priests at present, and we are therefore unable to obtain reports. It is impossible for us to estimate the indirect loss caused by damages, whether necessary or wanton, by the soldiers. By this indirect loss I mean whatever damages have been caused by the excessive rains and the terrific hurricanes of this climate, which had an opportunity for destruction by the removal of doors, windows, and by injury to roof and other parts of buildings. Furthermore, we have not reported any loss accruing to us from the fact that our religious services were suspended more or less by occupation of the buildings by United States troops, thereby curtailing the usual income of the parishes. And further loss might be estimated in the impossibility of replacing, in many instances, what has been destroyed, at least without extraordinary expense, on account of the changed condition of affairs, and particularly on account of the advance in values, we can never expect to obtain first-class materials such as we obtained formerly, at least without quadrupling the former prices. In many instances our claims were either rejected or reduced because we were unable to specify the particular purpose or use by the soldiers of the materials destroyed. It is not necessary to remark that wanton damages were not allowed. I believe that without our buildings we will be unable to sustain religion, and that accordingly we will not be able to perform the services for the state that we desire and that we hope to perform. We believe that the Catholic Church here, taking into consideration the past history and traditions of the Filipino people, can be of great assistance to the United States Government in furthering peace, prosperity, material progress, and education in this archipelago. More than two-thirds of the people are Roman Catholics, and as far as human discernment will allow one to judge, they will probably remain attached to the Catholic Church. Accordingly the American bishops in the Philippine Islands who were appointed by the Holy See at the request of the United States Government, feel that it is their duty to work hand in hand with the Government for the betterment of the people, and they hope the Government, on its part, will do all it can in all justice to meet the reclamations of the church for damages caused since American occupation. With regard to this particular diocese over which I preside, it has been the scene of many military operations, and has also suffered more than any other diocese by the aggressiveness of the so-called Aglipay or revolutionary power, and the bishop feels that in so far as he will be able to counteract and overcome the tendencies of this anti-American party he will be subserving the interest of the United States as much as that of the church. For, if the Aglipayans have gone into open schism and are fighting the church it is because the church stands for the only constituted authority in these islands. This diocese of Nueva Segovia has no diocesan fund and no sort of revenue whatsoever beyond the mere pittance that accrues to it from church administration, and the poverty of the people is at present so appalling that we can expect no help from them as they were never accustomed, as in the United States, to contribute direct to the church.

It is needless to say that whatever Congress may appropriate to meet these claims shall be expended upon Philippine edifices and Filipino labor, and will contribute to alleviate the prevailing distress of this country.

BISHOP'S PALACE, CEBU,
December 8, 1906.

Statement of Right Rev. Thomas A. Hendrick, bishop of Cebu, after first being duly sworn by the president:

Q. Bishop, when did you first come to Cebu?—A. March 12, 1904.

Q. In the performance of your ecclesiastical duties have you made visitations to all your diocese?—A. About nine-tenths.

Q. I would like to have a statement from you as to what you learned on these visitations relative to the inquiries we are now making pursuant to orders from the Secretary of War, that is with special reference to damages done to the Roman Catholic Church by insurgents or incident to war.—A. I will say that I have talked with, I think, nearly every rector in this diocese concerning these matters, and with many of the principal men in each pueblo where loss was suffered, also with Americans who took part in military service, either as officers or as privates, and my judgments are based on these interviews. In general, this diocese was the most peaceful part of the islands, as the natives, Visayans, are by nature the most peaceful of all the different kinds of Filipinos, and besides were on the best relations with their civil and ecclesiastical superiors. The diocese is the largest in point of population of all in the islands, containing about 1,930,000 Catholics. Cebu Province is the most densely populated, containing about 700,000 souls, next in order coming Leyte, Samar, the provinces of Bohol, Surigao, and Misamis, the latter two being in northern Mindanao.

Some damages were done in Mindanao, Bohol, and Cebu, but relatively speaking less than in Leyte, and much less than in Samar, which was almost completely destroyed during the war and the disturbances that followed up to the present time.

The churches of the diocese were, at the time of American occupation of three kinds, first, solid stone, large and beautiful churches; second, part stone and part wood; or third, stone foundations with wood timbers and bamboo plastered walls, called pampangas.

The greatest loss we suffered was in one church in Hilongos, Leyte. This was a fortified church, so made as a place of refuge against the forays of the Moros. The American troops after occupying this magnificent church and property for two months, and the convento, without molestation, set it on fire, and it and the convento were burned, together with the whole town, before the Americans marched out. This was done by a battalion of volunteers, I believe from Tennessee, and I also believe by order of their officers, the latter believing, I suppose, that the property might be used as a fort by the insurgents. All the better class of churches, such as this, were exceedingly rich in silver and gold plate, amounting in value to perhaps one-half of the value of the building. This church, in particular, was rich in silver altars, candelabra torches, water stoups, and rich vestments, all of which disappeared with the American troops. A few gold chalices and other vessels were carried into the mountains on the approach of the American troops. About two-thirds of the parish churches were of this stone construction. A beautiful stone church was destroyed by the Americans in Borongan, Samar, and in other places, which are particularly mentioned in our claims.

As regards loot, let me say about the silver altars that nearly every parish church contained at least one, the altar, reredos, and upper construction being covered with silver plate about one-sixteenth to one thirty-second of an inch in thickness. These altars were from 10 to 20 feet high. The candlesticks, water stoups, torches, and other furniture being of solid silver. The chalices and other altar furniture were mostly of solid silver, in a small proportion, say 10 per cent in value, of solid gold. There were besides large silver sanctuary lamps, silver altar cards, and silver frames for altar cards. Great quantities of these valuables disappeared with the American troops. In a majority of the churches of the diocese there was no priest in charge, owing to the departure of the friars, and for other reasons, at the time of the occupation by the American troops. The American troops often occupied these churches as barracks, and this leads to the inference that they took the missing property. This is confirmed by the statement of American officers to me, that they had discovered such thefts, and, of course, enforced restitution. I wish to say here that the American officers, I may say almost without exception, did well in protecting Catholic Church property, and, in general, I lay no blame to them. Where the priest was present during the occupation, I find no losses.

Samar comes in a class by itself. In general the insurgents respected church property, excepting that they levied on the moneys of the church wherever they found it, all through the diocese. They did not burn churches or conventos, or loot. Samar is the exception. Between the American troops and the insurgents, this province was reduced to desolation, and not more than five or six churches and conventos left in the whole province. The most of the damage was done by the insurgents and ladrones, but a considerable portion by Americans. The most of the damage done also under the dominion of the civil

government. This government instituted five kinds of peace officers. For convenience sake I include the Regular Army, as their function in time of peace was not to do war duty.

First, the regular army; second, the scouts; third, the constabulary; fourth, the municipal police; fifth, the native volunteers, armed with pikes only. These five bodies were ruled by no common authority, and consequently never acted in concert or for mutual support. The instituting of this system of policing was a grave mistake. It resulted in an enormous waste of money and lives, without any visible compensating results, as the condition of this province was worse in 1905, when Governor Curry took charge, than at any time since Spanish occupation. The fact that Governor Curry has brought about peace, and has almost extinguished the outlaw element, shows that it might have been done five years before. Governor Curry, before accepting this difficult charge, demanded and received, as a condition, the support of all classes of the police service, and the great results accomplished under his care have been done with less expense and still less loss of life. During the time before he came some of the towns were burnt four or five times, many more two and three times. My contention from all this is that the United States might have protected life and property in this island and did not do it, leaving the ruling of the island to less than twenty outlaws. For this reason it is responsible for these losses.

In conclusion, I wish to say that these losses are being daily increased by the delay in considering and auditing them. We have no diocesan fund. There is no fund elsewhere in the world from which we may draw. The priests and bishops have no salaries.

Where churches have been destroyed the people are worshiping in huts made of bamboo and grass, hoping for some help from elsewhere. The people are exceedingly poor everywhere.

Owing to the difficulties of interisland transportation, it sometimes requires a year to get replies from letters. For this reason some claims are here presented which were not presented before.

I have mentioned here damages done by insurrectos, not because I believe that the United States is chargeable for them, but for consideration as showing our helplessness.

NUEVA CACERES, December 15, 1906.

Lient. Col. JOHN A. HULL,

President of the Board on Church Claims, Manila, P. I.

SIR: In accordance with the wishes of the board, I have the honor to submit the following detailed list of claims of the diocese of Neuva Caceres which were not included in the proceedings of recommendations of the board, or if included were entirely denied:

| Pueblo. | Province. | Amount claimed. |
|---------------------|----------------------|-----------------|
| 1 Lupi..... | Ambos Camarines..... | ₱11,000.00 |
| 2 Ragay..... | do..... | 33,000.00 |
| 3 Sipocot..... | do..... | 5,000.00 |
| 4 Bosainga..... | Sorsogon..... | 11,345.00 |
| 5 Castolla..... | do..... | 585.00 |
| 6 Matnog..... | do..... | 300.00 |
| 7 Masbate..... | do..... | 2,550.00 |
| 8 Pilar..... | do..... | 34,000.60 |
| 9 Macalelon..... | Tayabas..... | 265.00 |
| 10 Jovellar..... | Albay..... | 1,820.00 |
| 11 Pandan..... | do..... | 367.00 |
| 12 Bula..... | Ambos Camarines..... | 500.00 |
| 13 Indan..... | do..... | 5,353.00 |
| 14 Labo..... | do..... | 53,974.25 |
| 15 Libmanan..... | do..... | 5,530.00 |
| 16 Capalonga..... | do..... | 5,450.00 |
| 17 Mangniring..... | do..... | 11,700.00 |
| 18 Minalabag..... | do..... | 765.00 |
| 19 Pamplona..... | do..... | 576.00 |
| 20 Bulusan..... | Sorsogon..... | 144,745.00 |
| 21 Bacon..... | do..... | 360.00 |
| 22 Alabat..... | Tayabas..... | 101.46 |
| 23 Dolores..... | do..... | 12,470.00 |
| 24 Guinayangan..... | do..... | |

See details on table herewith inclosed.

In the first place, I wish to call your attention to the important fact that wherever a claim is made for building burned, belonging to the Roman Catholic Church and situated in the above-mentioned pueblos, it is exclusively due to acts of the American troops and never to the insurgents, who, true enough, burned some of the churches and parish houses during the past insurrection against the Government of the United States, such as the churches at Canaman and Magarao, in the province of Cambo Camarines, and that of Guinobatan in the province of Albay, all of which is set forth in detail on a separate list as part of this report, marked No. 2.

By considering the fact that the price of labor has increased to three times the amount formerly paid to laborers, the high price of the materials used in the construction of similar buildings, the more or less large amount of time necessary to begin and carry out this class of works, and the expenses connected therewith, the board can easily see that the amounts claimed for the burning of the building is the most moderate that could be asked. In former times when agriculture, the source of wealth of this province, was prosperous, the people helped the parish priest according to their means, some contributed money, some rice, and others labor, or gratuitous services of all kinds connected with the churches and convents; but unfortunately nothing of this nature can be looked forward to at the present time, owing to the poor state in which the province finds itself on account of the calamities by which it has been afflicted, such as rinderpest, invasion by locusts, and drought to such an extent that the people can scarcely make a living, and consequently the Catholic Church of this diocese is reduced to the most deplorable situation that can be imagined. The poverty and want of many of the churches is increasing every year more and more, so much so that some of the priests are forced to borrow ornaments from other churches in order to celebrate the religious ceremonies any way decently. This is easy to understand, if we consider that the economic condition of the churches in the present circumstances is entirely dependent on the people for subsistence, while, during better times, the Spanish Government by the concordat of 1851, and the convention of 1859, bound itself to gratuitously, and strictly according to justice, support the parish priests and pay the expense of the cult.

Allow me to outline the following comparative table:

| Province. | Amount claimed. | Amount recommended. |
|----------------------|-----------------|---------------------|
| Albay..... | ₱141,068.00 | ₱22,935.00 |
| Ambos Camarines..... | 212,194.22 | 57,009.00 |
| Sorsogon..... | 216,065.00 | 11,165.00 |
| Tayabas..... | 61,677.90 | 25,515.00 |
| Total..... | 631,005.12 | 116,624.00 |

There being a difference of ₱514,381.12.

If we distribute the amounts recommended by the board in equal parts among the pueblos having claims in each province there would fall to each pueblo an average of ₱3,000. This figure shows the small amount that the Government of the United States, which I have always firmly believed and hoped would willingly increase it, owing to its proverbial generosity, can allow us.

Three thousand pesos would not even be sufficient to equip and furnish a church decently. It is enough to say that according to church laws and rules, we are required to use ornaments of five different colors, viz: White, red, violet, black, and green, with their respective adherents, such as stoles, maniples, veil chalices, etc., which are always of silk or goods of greater value, never of coarse textures, and if we add to these the retablos, tabernacles, and many other things required by the Roman Catholic cult, it is easy to understand how expensive it is to even modestly provide ornament for each church.

Before closing, I beg the board's permission to make the following remarks:

First. During the short-lived Filipino Republic, certain officers, countrymen of mine, in compliance with orders received from Sr. Emilio Aguinaldo, seized the funds of most of the parishes of this bishopric as a forcible loan, which was never recovered, nor is there any chance of its ever being recovered.

Second. Therefore this diocese has been in a critical financial situation these last eight years, the result of which is that many of the churches and parish

houses are in a ruinous state and others were destroyed by the typhoon or fire, and until this date we have been unable to rebuild them, in spite of our earnest desire to do so.

Third. The lack of churches in the Philippine pueblos and in the remote barrios where the people can congregate on Sundays and holy days is the most doleful thing for the natives, who hold in their hearts the dearest affection to the Catholic religion, which they profess.

Fourth. The most urgent repairs to many of the church buildings heretofore made were effected by means of loans on which an interest of 6 per cent, at least, must be paid; by this you can perfectly understand that the condition of this diocese is getting worse every year that the payment of our claim is delayed.

Fifth. The rebuilding of the church at Guinobatan, province of Albany, is, in my humble opinion, a convincing proof of the enormous expenses that will be caused to the Roman Church in analogous cases. The repairing of the said church of Guinobatan, which walls were not damaged by the fire when burned by the insurgents, has cost about \$100,000, and this could not have been done had it not been for the praiseworthy efforts of the parish priest of the said pueblo, assisted by the liberal contributions of the inhabitants.

Sixth. Finally, if the board, of which you are the worthy president, can not reopen the cases previously considered, none of the amounts recommended by the first board being susceptible of increase, I beg to submit for the consideration of the new board the accompanying statements of identical damages done by the insurgents during the past insurrection against the Government of the United States.

In view of the foregoing considerations, I again beg the board, in my own name and in the name of all the parishes of this diocese, to recommend to the honorable Secretary of War to kindly grant us, at the least, two-thirds of the amount represented in the above-mentioned claims, which, added to the amounts previously recommended by the board, would be a base for the realization of our project of rebuilding little by little the ruinous buildings and repair those that threaten ruin, and to provide a decent ornamentation for the churches most in need of it. This is all I have to say to the board in representation of the interests of this diocese, etc.

Very respectfully,

(Sgd.) JORGE BARLIN,
Bishop of Nueva Caceres.

The CHAIRMAN. Does any member of the committee desire to elicit any further statement of facts from Colonel Hull bearing on any of these claims. Do you, Mr. Denver, Mr. Fornes, Mr. Helm, Mr. Jones, Mr. Garrett, Mr. Olmsted, Mr. Graham, Mr. Davis, Mr. Page?

Mr. JONES. I want to ask just one question, to be put in the record. Just let me ask that one question.

I notice on page 31 of your report, "Claim No. 394, Lagonoy." Is that the church property that was the subject of controversy in the case which went up to the supreme court and was decided by the supreme court?

Colonel HULL. It is my belief that it is the same.

The CHAIRMAN. Now, gentlemen, with your permission, right here I will read the syllabus of the opinion of the supreme court of the Philippine Islands on this Lagonoy case, and then ask permission to print both opinions in full in the record. The case is found in volume 7 of the Reports of the Supreme Court of the Philippine Islands.

(At this point the chairman read to the committee the syllabus of the opinion. The following is the complete opinions:)

[No. 2832. November 24, 1906.]

The United States of America. In the supreme court of the Philippine Islands.

Rev. Jorge Barlin, in his capacity as apostolic administrator of this vacant bishopric and legal representative of the general interests of the Roman Catholic Apostolic Church in the diocese of Nueva Caceres, plaintiff and appellee, *v.* P. Vicente Ramirez, ex-rector of the Roman Catholic Apostolic Parochial Church of Lagonoy, and the Municipality of Lagonoy, defendants and appellants.

1. Church buildings; possession; administration; estoppel.

1. In an action brought by the Roman Catholic Church to recover a church building against a priest whom it has put in possession thereof to administer the same, the latter is estopped from alleging ownership at the time he took possession, either in himself or in a third person.

2. *Obispo de Cebu v. Mangaron*, No. 1748, June 1, 1906, followed to the point that a person in possession of real estate who has been deprived of such possession can recover it unless the defendants can show a better right thereto.

3. The government of the Philippine Islands has never undertaken to transfer to the municipalities the ownership or right of possession of the churches therein.

4. Prior to the cession of the Philippines to the United States the King of Spain was not the owner of the consecrated churches therein and had no right to the possession thereof. The exclusive right to such possession was in the Roman Catholic Church, and such right has continued since such cession and now exists.

5. The Roman Catholic Church is a juridical person in the Philippine Islands.

Per CARSON, J., concurring in the result:

6. *Church buildings; ownership.*—The legal title to the state-constructed churches in the Philippine Islands is in the United States.

7. *Id.; usufruct.*—The beneficial ownership of these churches is in the people of the Philippine Islands.

8. *Id.; possession and control.*—The right to the possession and control of these churches is in the Roman Catholic Church so long as it continues to use them for the purposes for which they were dedicated.

Appeal from a judgment of the court of first instance of Ambos Camarines.

The facts are stated in the opinion of the court.

Leoncio Imperial and Chicote, Miranda & Sierra, for the plaintiff and appellee.

Manly & Gallup, for the defendants and appellants.

WILLARD, J.: There had been priests of the Roman Catholic Church in the pueblo of Lagonoy, in the Province of Ambos Camarines, since 1839. On the 13th of January, 1869, the church and convent were burned. They were rebuilt between 1870 and 1873. There was evidence that this was done by the order of the provincial governor. The labor necessary for this reconstruction was performed by the people of the pueblo under the direction of the cabezas de barangay. Under the law then in force, each man in the pueblo was required to work for the government, without compensation, for forty days every year. The time spent in the reconstruction of these buildings was counted as a part of the forty days. The material necessary was bought and paid for in part by the parish priest from

the funds of the church and in part was donated by certain individuals of the pueblo. After the completion of the church it was always administered, until November 14, 1902, by a priest of the Roman Catholic Communion and all the people of the pueblo professed that faith and belonged to that church.

The defendant, Ramirez, having been appointed, by the plaintiff, parish priest, took possession of the church on the 5th of July, 1901. He administered it as such under the orders of his superiors until the 14th day of November, 1902. His successor having been then appointed, the latter made a demand on this defendant for the delivery to him of the church, convent, and cemetery, and the sacred ornaments, books, jewels, money, and other property of the church. The defendant, by a written document of that date, refused to make such delivery. That document is as follows:

At 7 o'clock last night I received, through Father Agripino Pisino, your respected order of the 12th instant wherein I am advised of the appointment of Father Pisino as acting parish priest of this town, and directed to turn over to him this parish and to report to you at the vicarage. In reply thereto I have the honor to inform you that the town of Lagonoy, in conjunction with the parish priest thereof, has seen fit to sever connection with the Pope at Rome and his representatives in these islands and to join the Filipino Church, the head of which is at Manila. This resolution of the people was reduced to writing and triplicate copies made, of which I beg to inclose a copy herewith.

For this reason I regret to inform you that I am unable to obey your said order by delivering to Father Agripino Pisino the parish property of Lagonoy which, as I understand it, is now outside of the control of the Pope and his representatives in these islands. May God guard you many years.

Lagonoy, November 14, 1902.

VICENTE RAMIREZ.

Rt. Rev. VICAR OF THIS DISTRICT.

The document, a copy of which is referred to in this letter, is as follows:

LAGONOY, November 9, 1902.

The municipality of this town and some of its most prominent citizens, having learned through the papers from the capital of these islands of the constitution of the Filipino National Church, separate from the control of the Pope at Rome by reason of the fact that the latter has refused to either recognize or grant the rights to the Filipino clergy, which have many times been urged, and it appearing to us that the reason advanced why such offices should be given to the Filipino clergy are evidently well founded, we have deemed it advisable to consult with the parish priest of this town as to whether it would be advantageous to join the said Filipino Church and to separate from the control of the Pope as long as he continues to ignore the rights of the said Filipino clergy, under the conditions that there will be no change in the articles of faith, and that the sacraments and other dogmas will be recognized and particularly that of the immaculate conception of the mother of our Lord. But the moment the Pope at Rome recognizes and grants the rights heretofore denied to the Filipino clergy we will return to his control. In view of this and subject to this condition, the reverend parish priest, together with the people of the town, unanimously join in declaring that from this date they separate themselves from the obedience and control of the Pope and join the Filipino National Church. This assembly and the reverend parish priest have accordingly adopted this resolution, written in triplicate, and resolved to send a copy thereof to the civil government of this province for its information, and do sign the same below.

Vicente Ramirez, Francisco Israel, Ambrosio Bocon, Florentine Relloso, Macario P. Ledesma, Cecilio Obias, Balbino Imperial, Juan Preseñada, Fernando Deudor, Mauricio Torres, Adriano Sabater.

At the meeting at which the resolution spoken of in this document was adopted, there were present about 100 persons of the pueblo.

There is testimony in the case that the population of the pueblo was at that time 9,000 and that all but 20 of the inhabitants were satisfied with the action there taken. Although it is of no importance in the case, we are inclined to think that the testimony to this effect merely means that about 100 of the principal men of the town were in favor of the resolution and about 20 of such principal men were opposed to it. After the 14th of November, the defendant, Ramirez, continued in the possession of the church and other property and administered the same under the directions of his superior, the Obispo Maximo of the Independent Filipino Church. The rites and ceremonies and the manner of worship were the same after the 14th day of November as they were before, but the relations between the Roman Catholic Church and the defendant had been entirely severed.

In January, 1904, the plaintiff brought this action against the defendant, Ramirez, alleging in his amended complaint that the Roman Catholic Church was the owner of the church building, the convent, cemetery, the books, money, and other property belonging thereto, and asking that it be restored to the possession thereof and that the defendant render an account of the property which he had received and which was retained by him, and for other relief.

The answer of the defendant, Ramirez, in addition to a general denial of the allegations of the complaint, admitted that he was in the possession and administration of the property described therein with the authority of the municipality of Lagonoy and of the inhabitants of the same, who were the lawful owners of the said property. After this answer had been presented, and on the 1st day of November, 1904, the municipality of Lagonoy filed a petition asking that it be allowed to intervene in the case and join with the defendant, Ramirez, as a defendant therein. This petition having been granted, the municipality on the 1st day of December filed an answer in which it alleged that the defendant, Ramirez, was in possession of the property described in the complaint under the authority and with the consent of the municipality of Lagonoy and that such municipality was the owner thereof.

Plaintiff answered this complaint, or answer in intervention, and the case was tried and final judgment entered therein in favor of the plaintiff and against the defendants. The defendants then brought the case here by a bill of exceptions.

That the person in the actual possession of the church and other property described in the complaint is the defendant, Ramirez, is plainly established by the evidence. It does not appear that the municipality, as a corporate body, ever took any action in reference to this matter until they presented their petition for intervention in this case. In fact, the witnesses for the defense, when they speak of the ownership of the buildings, say they are owned by the people of the pueblo, and one witness, the president, said that the municipality as a corporation had nothing whatever to do with the matter. That the resolution adopted on the 14th of November, and which has been quoted above, was not the action of the municipality, as such, is apparent from an inspection thereof.

The witnesses for the defense speak of a delivery of the church by the people of the pueblo to the defendant, Ramirez, but there is no evidence in the case of any such delivery. Their testimony in regard

to the delivery always refers to the action taken on the 14th of November, a record of which appears in the document above quoted. It is apparent that the action then taken consisted simply in separating themselves from the Roman Catholic Church, and nothing is said therein in reference to the material property then in the possession of the defendant, Ramirez.

There are several grounds upon which this judgment must be affirmed:

(1) As to the defendant, Ramirez, it appears that he took possession of the property as the servant or agent of the plaintiff. The only right which he had to the possession at the time he took it was the right which was given to him by the plaintiff, and he took possession under the agreement to return that possession whenever it should be demanded of him. Under such circumstances he will not be allowed, when the return of such possession is demanded of him by the plaintiff, to say that the plaintiff is not the owner of the property and is not entitled to have it delivered back to him. The principle of law that a tenant can not deny his landlord's title, which is found in article 333, paragraph 2, of the Code of Civil Procedure, and also in the Spanish law, is applicable to a case of this kind. An answer of the defendant, Ramirez, in which he alleged that he himself was the owner of the property at the time he received it from the plaintiff, or in which he alleged that the pueblo was the owner of the property at that time, would constitute no defense. There is no claim made by him that since the delivery of the possession of the property to him by the plaintiff he has acquired the title thereto by other means, nor does he in his own behalf make any claim whatever either to the property or to the possession thereof.

(2) The municipality of Lagonoy, in its answer, claims, as such, to be the owner of the property. As we have said before, the evidence shows that it never was in the physical possession of the property. But waiving this point and assuming that the possession of Ramirez, which he alleges in his answer is the possession of the municipality, gives the municipality the rights of a possessor, the question still arises, Who has the better right to the present possession of the property? The plaintiff, in 1902, had been in the lawful possession thereof for more than thirty years and during all that time its possession had never been questioned or disturbed. That possession has been taken away from it and it has the right now to recover the possession from the persons who have so deprived it of such possession, unless the latter can show that they have a better right thereto. This was the proposition which was discussed and settled in the case of the Bishop of Cebu *v.* Mangaron, No. 1748, decided June 1, 1906. That decision holds that as against one who has been in possession for the length of time the plaintiff has been in possession, and who has been deprived of his possession, and who can not produce any written evidence of title, the mere fact that the defendant is in possession does not entitle the defendant to retain that possession. In order that he may continue in possession, he must show a better right thereto.

The evidence in this case does not show that the municipality has, as such, any right whatever in the property in question. It has produced no evidence of ownership. Its claim of ownership is rested in

its brief in this court upon the following propositions: That the property in question belonged prior to the treaty of Paris to the Spanish Government; that by the treaty of Paris the ownership thereof passed to the Government of the United States; that by article 12 of the act of Congress of July 1, 1902, such property was transferred to the government of the Philippine Islands, and that by the circular of that government, dated November 11, 1902, the ownership and the right to the possession of this property passed to the municipality of Lagonoy. If, for the purposes of the argument, we should admit that the other propositions are true, there is no evidence whatever to support the last proposition, namely, that the government of the Philippine Islands has transferred the ownership of this church to the municipality of Lagonoy. We have found no circular of the date above referred to. The one of February 10, 1903, which is probably the one intended, contains nothing that indicates any such transfer. As to the municipality of Lagonoy, therefore, it is very clear that it has neither title, ownership, nor right to possession.

(3) We have said that it would have no such title or ownership even admitting that the Spanish Government was the owner of the property and that it passed by the treaty of Paris to the American Government. But this assumption is not true. As a matter of law, the Spanish Government at the time the treaty of peace was signed was not the owner of this property, nor of any other property like it situated in the Philippine Islands.

It does not admit of doubt that from the earliest times the parish churches in the Philippine Islands were built by the Spanish Government. Law 2, title 2, book 1, of the Compilation of the Laws of the Indies is, in part, as follows:

Having erected all the churches, cathedrals, and parish houses of the Spaniards and natives of our Indian possessions from their discovery at the cost and expense of our royal treasury, and applied for their service and maintenance the part of the tithes belonging to us by apostolic concession according to the division we have made.

Law 3 of the same title relates to the construction of parochial churches such as the one in question. That law is as follows:

The parish churches which may be erected in Spanish towns shall be of durable and decent construction. Their cost shall be divided and paid in three parts: One by our royal treasury, another by the residents and Indian encomenderos of the place where such churches are constructed, and the other part by the Indians who abide there; and if within the limits of a city, village, or place there should be any Indians incorporated to our royal crown, we command that for our part there be contributed the same amount as the residents and encomenderos, respectively, contribute; and the residents who have no Indians shall also contribute for this purpose in accordance with their stations and wealth, and that which is so given shall be deducted from the share the Indians should pay.

Law 11 of the same title is as follows:

We command that the part of the tithes which belongs to the fund for the erection of churches shall be given to their superintendents to be expended for those things necessary for these churches with the advice of the prelates and the officials, and by their warrants, and not otherwise. And we request and charge the archbishops and the bishops not to interfere in the collection and disbursement thereof, but to guard these structures.

Law 4, title 3, book 6, is as follows:

In all settlements, even though the Indians are few, there shall be erected a church where mass can be decently held, and it shall have a door with a key, notwithstanding the fact that it be subject to or separate from a parish.

Not only were all the parish churches in the Philippines erected by the King and under his direction, but it was made unlawful to erect a church without the license of the King. This provision is contained in Law 2, title 6, book 1, which is as follows:

Whereas it is our intention to erect, institute, found, and maintain all cathedrals, parish churches, monasteries, votive hospitals, churches, and religious and pious establishments where they are necessary for the teaching, propagation, and preaching of the doctrine of our sacred Roman Catholic faith, and to aid to this effect with our royal treasury whenever possible, and to receive information of such places where they should be founded and are necessary, and the ecclesiastical patronage of all our Indies belonging to us:

We command that there shall not be erected, instituted, founded, or maintained any cathedral parish church, monastery, hospital, or votive churches, or other pious or religious establishment without our express permission, as is provided in Law 1, title 2, and Law 1, title 3, of this book, notwithstanding any permission heretofore given by our viceroy or other ministers, which in this respect we revoke and make null, void, and of no effect.

By agreement at an early date between the Pope and the Crown of Spain, all tithes in the Indies were given by the former to the latter, and the disposition made by the King of the fund thus created is indicated by Law 1, title 16, book 1, which is as follows:

Whereas the ecclesiastical tithes from the Indies belong to us by apostolic concessions of the supreme pontiffs, we command the officials of our royal treasury of those provinces to collect and cause to be collected all tithes due and to become due from the crops and flocks of the residents in the manner in which it has been the custom to pay the same, and from the tithes the churches shall be provided with competent persons of good character to serve them and with all ornaments and things which may be necessary for divine worship, to the end that these churches may be well served and equipped, and we shall be informed of the provisions made, it pertaining to the worship of God, our Lord; this order shall be observed where the contrary has not already been directed by us in connection with the erection of churches.

That the condition of things existing by virtue of the Laws of the Indies was continued to the present time is indicated by the royal order of the 31st of January, 1856, and by the royal order of the 13th of August, 1876, both relating to the construction and repair of churches, there being authority for saying that the latter order was in force in the Philippines.

This church, and other churches similarly situated in the Philippines, having been erected by the Spanish Government and under its direction, the next question to be considered is, To whom did these churches belong?

Title 28 of the third Partida is devoted to the ownership of things, and after discussing what can be called public property and what can be called private property, speaks, in Law 12, of those things which are sacred, religious, or holy. That law is as follows:

LAW 12.—*How sacred or religious things can not be owned by any person.*—No sacred, religious, or holy thing, devoted to the service of God, can be the subject of ownership by any man, nor can it be considered as included in his property holdings. Although the priests may have such things in their possession, yet they are not the owners thereof. They hold them thus as guardians or servants, or because they have the care of the same and serve God in or with them. Hence they were allowed to take from the revenues of the church and lands what was reasonably necessary for their support; the balance, belonging to God, was to be devoted to pious purposes, such as the feeding and clothing of the poor, the support of orphans, the marrying of poor virgins to prevent their becoming evil women because of their poverty, and for the redemption of captives and the repairing of the churches, and the buying of

chalices, clothing, books, and other things which they might be in need of, and other similar charitable purposes.

And then taking up for consideration the first of the classes into which this law has divided these things, it defines in Law 13 consecrated things. That law is as follows:

Sacred things, we say, are those which are consecrated by the bishops, such as churches, the altars therein, crosses, chalices, censers, vestments, books, and all other things which are intended for the service of the church, and the title to these things can not be alienated, except in certain specific cases, as we have already shown in the first *partida* of this book by the laws dealing with this subject. We say further that even where a consecrated church is razed, the ground upon which it formerly stood shall always be consecrated ground. But if any consecrated church should fall into the hands of the enemies of our faith it shall there and then cease to be sacred as long as the enemy has it under control, although once recovered by the Christians, it will again become sacred, reverting to its condition before the enemy seized it and shall have all the rights and privileges formerly belonging to it.

That the principles of the *Partidas* in reference to churches still exist is indicated by Sanchez Roman, whose work on the civil law contains the following statement:

First group. Spiritual and corporeal or ecclesiastical. A. Spiritual.—From early times distinction has been made by authors and by law between things governed by divine law, called divine, and those governed by human law, called human, and although the former can not be the subject of civil, juridical relations, their nature and species should be ascertained either to identify them and exclude them from such relations or because they furnish a complete explanation of the foregoing tabulated statement, or, finally, because the laws of the *partidas* deal with them.

Divine things are those which are either directly or indirectly established by God for his service and sanctification of men, and which are governed by divine or canonical laws. This makes it necessary to divide them into spiritual things, which are those which have a direct influence on the religious redemption of man, such as the sacrament, prayers, fasts, indulgences, etc., and corporeal or ecclesiastical, which are those means more or less direct for the proper religious salvation of man.

7. First group. Divine things. B. Corporeal or ecclesiastical things (sacred, religious, holy, and temporal, belonging to the church).—Corporeal or ecclesiastical things are so divided.

(a) Sacred things are those devoted to God, religion, and worship in general, such as temples, altars, ornaments, etc. These things can not be alienated except for some pious purpose and in such cases as are provided for in the laws, according to which their control pertains to the ecclesiastical authorities, and in so far as their use is concerned, to the believers and the clergy. (2 *Derecho Civil Español*, Sanchez Roman, p. 480; 8 Manresa, Commentaries on the Spanish and Civil Code, p. 636; 3 *Alcubilla*, *Diccionario de la Administración Española*, p. 486.)

The *Partidas* defined minutely what things belonged to the public in general and what belonged to private persons. In the first group churches are not named. The present Civil Code declares in article 338 that property is of public or private ownership. Article 339, which defines public property, is as follows:

Property of public ownership is—

1. That destined to the public use, such as roads, canals, rivers, torrents, ports, and bridges constructed by the State, and banks, shores, roadsteads, and that of a similar character.

2. That belonging exclusively to the State without being for public use and which is destined to some public service, or to the development of the national wealth, such as walls, fortresses, and other works for the defense of the territory, and mines, until their concession has been granted.

The code also defines the property of provinces and of pueblos, and in defining what property is of public use, article 344 declares as follows:

Property for public use in provinces and in towns comprises the provincial and town roads, the squares, streets, fountains, and public waters, the promenades, and public works of general service supported by the said towns or provinces.

All other property possessed by either is patrimonial, and shall be governed by the provisions of this code, unless otherwise prescribed in special laws.

It will be noticed that in neither one of these articles is any mention made of churches. When the Civil Code undertook to define those things in a pueblo which were for the common use of the inhabitants of the pueblo, or which belonged to the State, while it mentioned a great many other things, it did not mention churches.

It has been said that article 25 of the Regulations for the Execution of the Mortgage Law indicates that churches belong to the State and are public property. That article is as follows:

There shall be excepted from the record required by article 2 of the law:

First. Property which belongs exclusively to the eminent domain of the State, and which is for the use of all, such as the shores of the sea, islands, rivers and their borders, wagon roads, and roads of all kinds, with the exception of railroads; streets, parks, public promenades, and commons of towns, provided they are not lands of common profit to the inhabitants; walls of cities and parks, ports, and roadsteads, and any other analogous property during the time they are in common and general use, always reserving the servitude established by law on the shores of the sea and borders of navigable rivers.

Second. Public temples dedicated to the Catholic faith.

A reading of this article shows that so far from proving that churches belong to the State and are for the use of all, it proves the contrary, for, if they had belonged to the State, they would have been included in the first paragraph instead of being placed in a paragraph by themselves.

The truth is that, from the earliest times down to the cession of the Philippines to the United States, churches and other consecrated objects were considered outside of the commerce of man. They were not public property, nor could they be subjects of private property in the sense that any private person could be the owner thereof. They constituted a kind of property the distinctive characteristic of which was that it was devoted to the worship of God.

But, being material things, it was necessary that some one should have the care and custody of them and the administration thereof, and the question occurs, To whom, under the Spanish law, was intrusted that possession and administration? For the purposes of the Spanish law there was only one religion. That was the religion professed by the Roman Catholic Church. It was for the purposes of that religion and for the observance of its rites that this church and all other churches in the Philippines were erected. The possession of the churches, their care and custody, and the maintenance of religious worship therein were necessarily, therefore, intrusted to that body. It was, by virtue of the laws of Spain, the only body which could under any circumstances have possession of, or any control over, any church dedicated to the worship of God. By virtue of those laws this possession and right of control were necessarily exclusive. It is not

necessary or important to give any name to this right of possession and control exercised by the Roman Catholic Church in the church buildings of the Philippines prior to 1898. It is not necessary to show that the church as a judicial person was owner of the buildings. It is sufficient to say that this right to the exclusive possession and control of the same for the purposes of its creation existed.

The right of patronage existing in the King of Spain with reference to the churches in the Philippines did not give him any right to interfere with the material possession of these buildings.

Title 6 of book 1 of the Compilation of the Laws of the Indies treats of "Del Patronazgo Real de las Indians." There is nothing in any one of the fifty-one laws which compose this title which in any way indicates that the King of Spain was the owner of the churches in the Indies because he had constructed them. These laws relate to the right of presentation to ecclesiastical charges and offices. For example, Law 49 of the title commences as follows:

Because the patronage and right of presentation of all archbishops, bishops, dignitaries, prebends, curates, and doctrines and all other benefices and ecclesiastical offices whatsoever belong to us, no other person can obtain or possess the same without our presentation as provided in Law 1 and other laws of this title.

Title 15 of the first Partida treats of the right of patronage vesting in private persons, but there is nothing in any one of its fifteen laws which in any way indicates that the private patron is the owner of the church.

When it is said that this church never belonged to the Crown of Spain, it is not intended to say that the Government had no power over it. It may be that by virtue of that power of eminent domain which necessarily resides in every government, it might have appropriated this church and other churches, and private property of individuals. But nothing of this kind was ever attempted in the Philippines.

It therefore follows that in 1898, and prior to the treaty of Paris, the Roman Catholic Church had by law the exclusive right to the possession of this church, and it had the legal right to administer the same for the purposes for which the building was consecrated. It was then in the full and peaceful possession of the church with the rights aforesaid. That these rights were fully protected by the treaty of Paris is very clear. That treaty, in article 8, provides, among other things, as follows:

And it is hereby declared that the relinquishment or cession, as the case may be, to which the preceding paragraph refers, can not in any respect impair the property or rights which by law belong to the peaceful possession of property of all kinds, of provinces, municipalities, public or private establishments, ecclesiastical or civic bodies, or any other associations having legal capacity to acquire and possess property in the aforesaid territories renounced or ceded, or of private individuals, of whatsoever nationality such individuals may be.

It is not necessary, however, to invoke the provisions of that treaty. Neither the Government of the United States, nor the Government of these Islands, has ever attempted in any way to interfere with the rights which the Roman Catholic Church had in this building when Spanish sovereignty ceased in the Philippines. Any interference that has resulted has been caused by private individuals, acting without any authority from the Government. Against such interference by private persons with the rights of others redress is given

in the courts of justice without reference to the provisions of the treaty of Paris.

No point is made in the brief of the appellant that any distinction should be made between the church and the convent. The convent undoubtedly was annexed to the church and, as to it, the provisions of Law 19, title 2, book 1, of the Compilation of the Laws of the Indies would apply. That law is as follows:

We command that the Indians of each town or barrio shall construct such houses as may be deemed sufficient, in which the priests of such towns or barrios may live comfortably adjoining the parish church of the place where they may be built, for the benefit of the priests in charge of such churches and engaged in the education and conversion of their Indian parishioners, and they shall not be alienated or devoted to any other purpose.

The evidence in this case makes no showing in regard to the cemetery. It is always mentioned in connection with the church and convent, and no point is made by the appellant that if the plaintiff is entitled to recover the possession of the church and convent he is not also entitled to recover possession of the cemetery. So, without discussing the question as to whether the rules applicable to churches are in all respects applicable to cemeteries, we hold for the purpose of this case that the plaintiff has the same right to the cemetery that he has to the church.

(4) It is suggested by the appellant that the Roman Catholic Church has no legal personality in the Philippine Islands. This suggestion, made with reference to an institution which antedates by almost a thousand years any other personality in Europe, and which existed "when Grecian eloquence still flourished in Antioch, and when idols were still worshiped in the temple of Mecca," does not require serious consideration. In the preamble to the budget relating to ecclesiastical obligations, presented by Montero Rios to the Cortes on the 1st of October, 1871, speaking of the Roman Catholic Church, he says:

Persecuted as an unlawful association since the early days of its existence up to the time of Galieno, who was the first of the Roman emperors to admit it among the juridical entities protected by the laws of the Empire, it existed until then by the mercy and will of the faithful and depended for such existence upon pious gifts and offerings. Since the latter half of the third century, and more particularly since the year 313, when Constantine, by the edict of Milan, inaugurated an era of protection for the church, the latter gradually entered upon the exercise of such rights as were required for the acquisition, preservation, and transmission of property the same as any other juridical entity under the laws of the Empire. (3 Dictionary of Spanish Administration, Alcubilla, p. 211. See also the royal order of the 4th of December, 1890, 3 Alcubilla, 189.)

The judgment of the court below is affirmed, with the costs of this instance against the appellant. After the expiration of twenty days from the date hereof let judgment be entered in accordance herewith, and ten days thereafter the record will be remanded to the court below. So ordered.

Arellano, C. J., Torres, Mapa, and Tracey, JJ., concur.

Mr. Justice Johnson reserved his vote.

Judgment affirmed.

CARSON, J., concurring:

I am in entire accord with the majority of the court as to the disposition of this case, but I can not adopt the reasoning by which some of the conclusions appear to have been obtained, nor accept without reserve all of the propositions laid down in the majority opinion.

Profoundly as I respect the judgment of my associates, and distrustful as I ought to be of my own, the transcendent importance of the issues involved seems to impose upon me the duty of writing a separate opinion and stating therein as clearly as may be the precise grounds upon which I base my assent and the reasons which forbid my acceptance of the majority opinion in its entirety.

I accept the argument and authority of the opinion of the court in so far as it finds: That the Roman Catholic Church is a juridical entity in the Philippine Islands; that the defendant, Ramirez, can not and should not be permitted in this action to deny the plaintiff's right to the possession of the property in question, because he can not be heard to set up title thereto in himself or a third person, at least until he has first formally surrendered it to the plaintiff who intrusted it to his care; that the municipality of Lagonoy has failed to show by evidence of record that it is or ever was in physical possession of the property in question; and that the possession of the defendant, Ramirez, can not be relied upon as the possession of the municipality, because the same reason which estops Ramirez from denying the right of possession in the plaintiff estops any other person claiming possession through him from denying that right. I agree, furthermore, with the finding that the defendant municipality failed to establish a better right to the possession than the plaintiff in this action, because, claiming to be the owner by virtue of a grant from the Philippine government, it failed to establish the existence of such grant; and because, furthermore, it was shown that the plaintiff or his predecessors had been in possession and control of the property in question for a long period of years prior to the treaty of Paris by lawful authority of the King of Spain, and that since the sovereignty of these islands has been transferred to the United States the new sovereign has never at any time divested or attempted to divest the plaintiff of this possession and control.

Thus far I am able to accept the reasoning of the majority opinion, and these propositions, supported as they are by the law and the evidence in this case, completely dispose of the question before us and establish the right of the plaintiff to a judgment for possession.

I am not prepared, however, to give my assent to the proposition that prior to the treaty of Paris "The King of Spain was not the owner of the property in question nor of any other property like it situated in the Philippine Islands," and inferentially that the United States is not now the owner thereof and has no property rights therein other than, perhaps, the mere right of eminent domain.

I decline to affirm this proposition, first, because it is not necessary in the decision of this case; and second, because I am of opinion that, in the unlimited and unrestricted sense in which it is stated in the majority opinion, it is inaccurate and misleading, if not wholly erroneous.

That it is not necessary for the proper disposition of this case will be apparent if we consider the purpose for which it is introduced in the argument and the proposition which it is intended to controvert. As stated in the majority opinion, the claim of ownership of the defendant municipality—

is rested upon the following propositions: That the property in question belonged, prior to the treaty of Paris, to the Spanish Government; that by the treaty of Paris the ownership thereof passed to the Government of the United

States; that by article 12 of the act of Congress of July 1, 1902, such property was transferred to the government of the Philippine Islands, and that by a circular of that government dated November 11, 1902, the ownership and the right to the possession of this property passed to the municipality of Lagonoy.

It is evident that if any one of these propositions is successfully controverted, the defendants' claim of ownership must fall to the ground. The majority opinion finds (and I am in entire accord as to this finding) that neither the Government of the United States nor the Philippine government has ever made, or attempted to make, such transfer, and in making this finding it completely, conclusively, and finally disposes of defendants' claim of ownership.

All the acts of the Government of the United States and of the present government of the Philippine Islands which can have any relation to the property in question are before us, and so short a period of years has elapsed since the transfer of the sovereignty of these Islands to the United States that it is possible to demonstrate with the utmost certainty that by no act of the United States or of the government of the Philippine Islands has the ownership and possession of this property been conferred upon the defendant municipality; it is a very different undertaking, however, to review the legislation of Spain for the three centuries of her Philippine occupation for the purpose of deciding the much-vexed question of the respective property rights of the Spanish sovereign and the Roman Catholic Church in State-constructed and State-aided churches in these Islands; and if I am correct in my contention that a holding that the "King of Spain was not," and, inferentially, that the Government of the United States is not, "the owner of this property or any other property like it situated in the Philippine Islands" is not necessary for the full, final, and complete determination of the case at bar, then I think that this court should refrain from making so momentous a finding in a case wherein the United States is not a party and has never had an opportunity to be heard.

But the mere fact that a finding that the King of Spain had no right of ownership in this property which could pass to the United States under the provisions of the treaty of Paris, is not necessary in my opinion for the disposition of the case at bar, would not impose upon me the duty of writing a separate opinion if it were in fact and at law a correct holding. I am convinced, however, that when stated without limitations or restrictions, as it appears in the majority opinion, it is inaccurate and misleading, and it may not be improper, therefore, to indicate briefly my reasons for doubting it.

As stated in the majority opinion, "it does not admit of doubt that the parish churches in the Philippines were built by the Spanish Government," and it would seem therefore that prior to their dedication the beneficial ownership, the legal title, the possession and control of all this property must be taken to have been vested in that Government. But it must be admitted that after this property was dedicated the ownership, in contemplation of Spanish law, was said to have been in God, and there can be no doubt that the physical possession and control of these churches for the purposes for which they were dedicated was given to the Roman Catholic Church—not, as I think, absolutely and conclusively, but limited by and subject to the royal patronage (*patronato real*) which included the right to intervene in

the appointment of the representatives of the church into whose hands the possession and control of the sacred edifices were to be intrusted.

The anomalous status thus created might well have given rise to doubts and uncertainties as to the legal title and beneficial ownership of this property had not the grantor and the lawgiver of Spain expressly and specifically provided that neither the Roman Catholic Church, nor any other person, was or could become the owner thereof, and that all these sacred edifices were to be regarded as beyond the commerce of men.

No sacred, religious, or holy thing, devoted to the service of God, can be the subject of ownership by any man, nor can it be considered as included in his property holdings. Although the priests may have such things in their possession, yet they are not the owners thereof. They hold them thus as guardians or servants, or because they have the care of the same and serve God in or with them. Hence they were allowed to take from the revenues of the church and lands what was reasonably necessary for their support; the balance, belonging to God, was to be devoted to pious purposes, such as the feeding and clothing of the poor, the support of orphans, the marrying of poor virgins to prevent their becoming evil women because of their poverty; and for the redemption of captives and the repairing of the churches, and the buying of chalices, clothing, books, and other things which they might be in need of, and other similar charitable purposes. (Law XII, Title 28, Third Partida.)

It is difficult to determine, and still more difficult to state, the precise meaning and legal effect of this disposition of the ownership, possession, and control of the parish churches in the Philippines; but since it was not possible for God, in any usual or ordinary sense to take or hold, to enforce or to defend the legal title to this property, it would seem that a grant to Him by the King or the Government of Spain could not suffice to convey to Him the legal title of the property set out in the grant, and the truth would seem to be that the treatment of this property in contemplation of Spanish law as the property of God was a mere arbitrary convention, the purpose and object of which was to crystallize the status of all such property in the peculiar and unusual mold in which it was cast at the time of its dedication.

So long as church and state remained united and so long as the Roman Catholic Church continued to be the church of the State, this convention served its purpose well; indeed, its very indefiniteness seems to have aided in the accomplishment of the end for which it was adopted, and on a review of all the pertinent citations of Spanish law which have been brought to my attention, I am satisfied that the status created by the above-cited Law XII of the Partidas continued without substantial modification to the date of the transfer of sovereignty from the King of Spain to the United States. But this transfer of sovereignty, and the absolute severance of church and State which resulted therefrom, render it necessary to ascertain as definitely as may be the true meaning and intent of this conventional treatment of the parish churches in the Philippines as the property of God, and it is evident that for this purpose we must look to the substance rather than the form, and examine the intention of the grantor and the object he sought to attain, rather than the words and conventional terms whereby that intent was symbolically expressed.

It is not necessary to go beyond the citations of the majority opinion to see that the objects which the grantor sought to attain were, first, and chiefly, to advance the cause of religion among the people of the Philippine Islands and to provide for their religious

instruction and edification by furnishing them with parish churches suitable for the worship and glorification of God; second, to place those sacred edifices under the guardian care and custody of the church of the State; and, third, to deny to that church and to all others the right of ownership in the property thus dedicated; and since God could neither take nor hold the legal title to this property, the declaration of the King of Spain as set out in the above-cited law, that when dedicated these churches became in some peculiar and especial manner the property of God, was, in effect, no more than a solemn obligation imposed upon himself to hold them for the purposes for which they were dedicated, and to exercise no right of property in them inconsistent therewith.

This declaration that these churches are the property of God and the provisions which accompanied it, appear to me to be precisely equivalent to a declaration of trust by the grantor that he would hold the property as trustee for the use for which it was dedicated—that is, for the religious edification and enjoyment of the people of the Philippine Islands—and that he would give to the Roman Catholic Church the physical possession and control thereof, including the disposition of any funds arising therefrom, under certain stipulated conditions and for the purposes expressly provided by law. In other words, the people of the Philippine Islands became the beneficial owners of all such property, and the grantor continued to hold the legal title, in trust nevertheless to hold the property for the purposes for which it was dedicated and on the further trust to give the custody and control thereof to the Roman Catholic Church. If this interpretation of the meaning and intent of the convention of Spanish law which treated God as the owner of the parish churches of the Philippine Islands be correct, a holding that the King of Spain had no right of ownership in this property which could pass to the United States by virtue of the treaty of Paris can not be maintained; and it is to withhold my assent from this proposition that I have been compelled to write this separate opinion.

For the purposes of this opinion it is not necessary, nor would it be profitable, to do more than indicate the line of reasoning which has led me to my conclusions, nor to discuss at length the question of ownership of this property, because whether it be held to be in abeyance or in God or in the Roman Catholic Church or in the United States it has been shown without deciding this question of ownership that the right to the possession for the purpose for which it was dedicated is in the Roman Catholic Church, and while the complaint in this action alleges that the Roman Catholic Church is the owner of the property in question, the prayer of the complaint is for the possession of this property of which it is alleged that church has been unlawfully deprived; and because, furthermore, if I am correct in my contention that the legal title to the State-constructed churches in the Philippines passed to the United States by virtue of the treaty of Paris, it passed, nevertheless, subject to the trusts under which it was held prior thereto, and the United States can not at will repudiate the conditions of that trust and retain its place in the circle of civilized nations; and as long as this property continues to be used for the purposes for which it was dedicated, the Government of the United States has no lawful right to deprive the Roman Catholic Church of the possession and con-

trol thereof under the terms and conditions upon which that possession and control were originally granted.

Judgment affirmed.

[No. 2842. November 24, 1906.]

The Roman Catholic Apostolic Church and Lorenzo Gregorio, plaintiffs and appellees, *v.* Leonardo Santos et al., defendants and appellants.

1. *Church property; possession and occupancy.*—*Barlin v. Ramirez*, No. 2832, decided November 24, 1906, followed to the effect that the Roman Catholic Church is entitled to the possession of the church in controversy.

2. *Id.; id.; evidence.*—*Held*, That the evidence in the case does not show the existence of a *cofradia* in which was vested the ownership of the property in question.

3. *Id.; id.; id.*—The existence of an *hermano mayor* who had charge of the property is not sufficient to prove the existence of a *cofradia*.

Appeal from a judgment of the court of First instance of Rizal.

The facts are stated in the opinion of the court.

Ledesma, Sumulong & Quintos, for appellants.

Hartigan, Rhode & Gutierrez, for appellees.

WILLARD, *J.*: The plaintiffs brought this action to recover the possession of a chapel and the convent annexed thereto situated in the barrio of Concepción, in the pueblo of Tanbobong, in the Province of Rizal. It is stated in a document presented by the defendants that a chapel had existed on this site for more than one hundred years. The court below made the following finding of fact:

Tercero. Que desde tiempo inmemorial hasta el año de 1902 dicha capilla ha sido destinada constantemente á las ceremonias del culto de la religión Católica Apostólica Romana habiendo sido invariables sacerdotes católicos apostólicos romanos los únicos que en ella decían misa y ejercían el ministerio de la predicación y la administración de los sacramentos del bautismo y de la confesión hasta el mes de diciembre de 1902 en que la comunión aglipayana celebró sus cultos en dicha visita y entró en posesión de la misma hasta la fecha.

The evidence, as well of the plaintiffs as of the defendants, supports the finding, and there is no evidence whatever to the contrary.

The buildings standing upon the site in question were destroyed by an earthquake in 1880 and their reconstruction was at once commenced and completed within a few years. The work of reconstruction was performed and the materials therefor furnished by the inhabitants of the barrio. One witness for the plaintiffs, Blas Marcelo, describes in detail the manner of construction, specifying the names of the persons who contributed to the erection of particular parts of the buildings, and of persons who donated ornaments and other articles for the use of the church. The witnesses for the defendants, with one exception, all stated, when asked who the owner of the chapel was, that it was owned by the people of the barrio. After its construction it was maintained and repairs were made thereon by the contributions of the Roman Catholics living in the barrio and pueblo. On the 26th of November, 1902, forcible possession of the chapel was taken by representatives of the Independent Filipino Church, and since that time worship therein has been in accordance with the rites of that church. What proportion of the people of the barrio belong to the Independent Church and what proportion belong to the Roman Catholic Church does not appear. There was, however, presented in evidence by the plaintiffs a document signed by 134 persons, in which they stated that their desire was that the chapel should be used for the purposes of the religion professed by the Roman Catholic Church.

That this building is a church, is consecrated as such, and was used, occupied, and possessed by the Roman Catholic Church, as a corporation, from the earliest times down to November, 1902, is clearly established by the evidence. This case is therefore ruled by what has been decided in the case of *Barlin v. Ramirez* (5 Off. Gaz., 130). To the authorities mentioned in that case may be added the following statement by the Supreme Court of the United States in the case of the *Mormon Church v. The United States* (136 U. S., at p. 53) :

By the Spanish law, whatever was given to the service of God became incapable of private ownership, being held by the clergy as guardians or trustees; and any part not required for their own support, and the repairs, books, and furniture of the church, was devoted to works of piety, such as feeding and clothing the poor, supporting orphans, marrying poor virgins, redeeming captives, and the like. (Partida 3, tit. 28, 11, 12-15.) When the property was given for a particular object, as a church, a hospital, a convent, or a community, etc., and the object failed, the property did not revert to the donor or his heirs, but devolved to the Crown, the church, or other convent community, unless the donation contained an express condition in writing to the contrary. (Tapia, *Febrero Novisimo*, lib. 2, tit. 4, cap. 24-26.)

It follows that the Roman Catholic Church is entitled to the exclusive possession and occupancy of the property mentioned in the complaint.

The principal claim set up by the defense in its brief is that there existed, and still exists, in the barrio of Concepción a *cofradía*; that this *cofradía* was and is a juridical entity; that is constructed this church building and convent, has always had the possession thereof, and has always been and now is the owner thereof, and that among the defendants in this section is the *hermano mayor*, an officer of the *cofradía*, who is charged with the administration of its affairs.

The proof does not sustain this claim. No evidence of any kind was presented to show the formation of this alleged *cofradía* in the manner pointed out by the laws existing prior to the treaty of Paris. No document setting forth the organization of the *cofradía* or its purposes or objects was introduced, nor does the parol evidence presented at the trial show any of these things. A great many witnesses were examined both for the plaintiffs and for the defendants. With the exception of Angel Luna, the last witness for the defense, no one of them mentions the existence of this *cofradía*. Several of them were asked if there existed a *cofradía* or *hermandad* among the unbaptized Chinese in the town, but no one of the witnesses, even of the defendants, with the exception of Luna, testified to the existence of a *cofradía* such as is referred to in the brief of the appellants. The last witness presented by the defendants, Angel Luna, made use of the word "*cofradía*." The following questions were asked him and the following answers were given by him in referencé thereto:

A. ¿Qué es lo que constituye esa *cofradía* que V. dice?—T. Creo que es la reunión de los vecinos entre ellos los hermanos mayores que son los que tienen la representación de los del barrio.

A. ¿Qué fundamento tiene V. para creer que esos representan los intereses del barrio de la Concepción?—T. Porque son los que me han nombrado *hermano mayor*.

A. ¿Quiénes eran los que le han nombrado á V. *hermano mayor*?—T. Don Martín Esguerra, Manuel Tuason, Lino Páez, y varios vecinos que no puedo mencionarlos in este momento, más ó menos cincuenta vecinos, todos del barrio de la Concepción tomaron parte en la junta que me eligió en los cuales firmaron en el acto de mi nombramiento que no lo he traído aquí pero lo tengo en mi casa.

A. ¿Y á esta junta llama V. la *cofradía* el barrio de la Concepción?—T. Sí señor.

The memorandum to which he refers is dated the 2d day of October, 1902. It recites, among other things, that the church and convent were erected by the hermanos mayores or cofradia, but it will be noticed that this document was drawn up in October, 1902, after difficulties had arisen between the Roman Catholic Church, and its recitals are therefore entitled to no weight. The evidence does not show that there ever existed in the barrio any such organization as a cofradia.

All of the witnesses, however, both of the plaintiffs and of the defendants, testified that there was a person called the hermano mayor (eldest brother) and that he was charged with the supervision of the building, keeping the keys thereof, the collection of the contributions, the making of repairs, and the arrangements for the celebration of the fiesta of the barrio. As to the way in which he was elected the witnesses differ. Some of the witnesses for the defendants say he was elected by the people of the barrio; others that he was elected by the ex-hermanos mayores; others that he was elected by the principal contributors to the maintenance of the church; but in whatever way he was elected, it is very apparent from the evidence that the existence of such a functionary in no way proves the existence of a juridical entity, such as a cofradia, in which was based the legal title to this property. He was rather the representative of the barrio than the representative of a cofradia; in fact many of the witnesses for the witnesses testified that the church was owned by the barrio, represented by the hermano mayor. The necessity for some such person is apparent when it is considered that these buildings constituted a vista or hermita which had no resident priest. From time immemorial the vista or chapel had been administered by the parish priest of Tambobong, who did not reside, of course, in the barrio. There being no resident priest, it was necessary that some person resident in the barrio should be charged with the care of the buildings and in this case that person was called the hermano mayor.

The defendants in their answer set up the defense of res adjudicata, and alleged that in a former suit between the same parties concerning the possession of these buildings a final judgment had been rendered in favor of the defendants, which still remained in force. At the trial, however, they offered no evidence in support of these allegations of their answer.

The judgment of the court below is affirmed, with the costs of this instance against the defendants.

After the expiration of twenty days let judgment be entered in accordance herewith and ten days thereafter let the record be remanded to the court below for proper action. So ordered.

Arellano, C. J. Torres, Mapa, Carson, and Tracey, J. J., concur.

Johnson, J., reserves his vote.

Judgment affirmed.

The CHAIRMAN. Gentlemen, we will begin the final consideration of this proposition on Monday next at 10 o'clock a. m. I hope that the members of the committee will be here as promptly as possible.

(At this point the committee adjourned until 10 o'clock a. m. of Monday, January 27, 1908.)

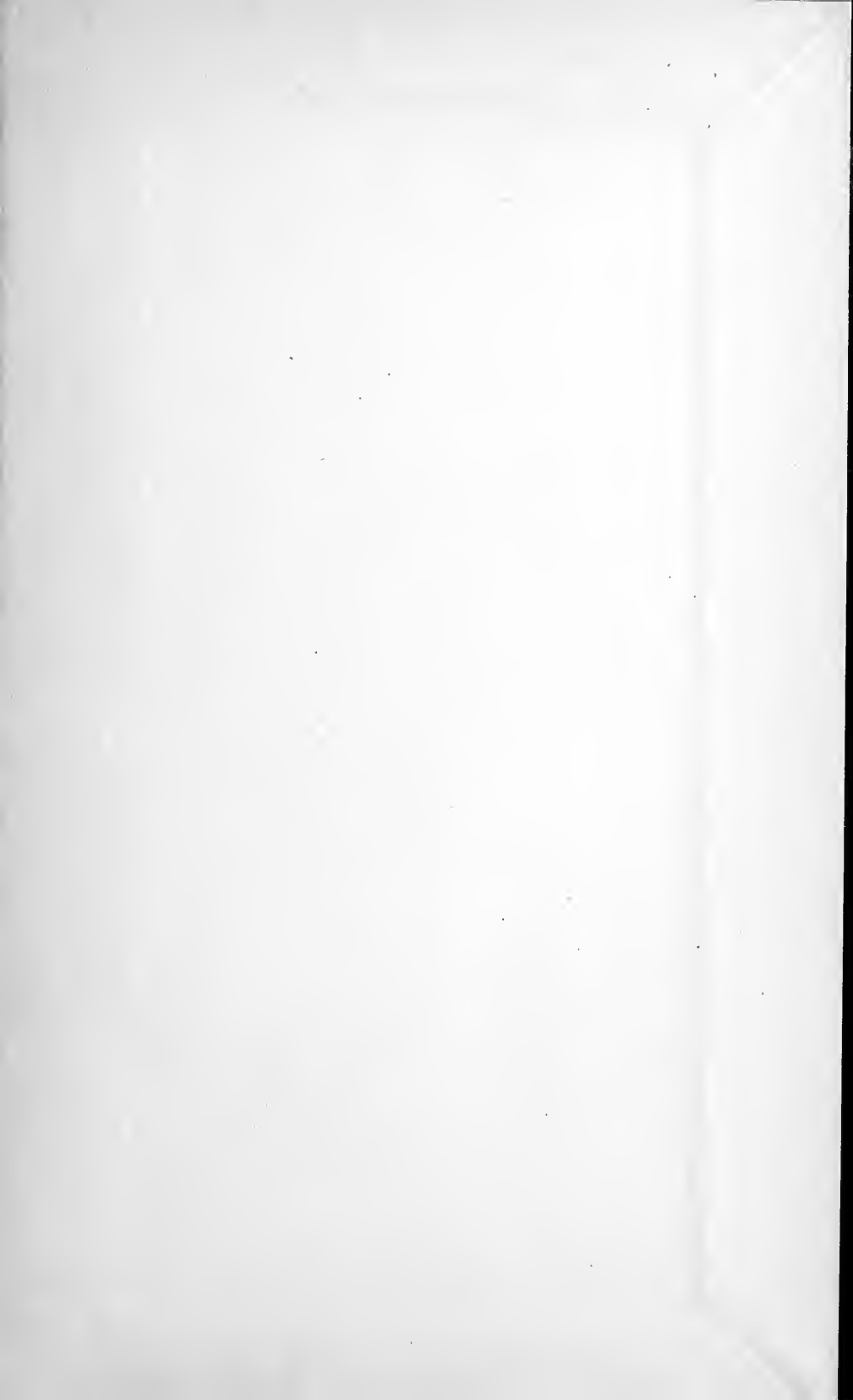




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