

No. 4383

**UNITED STATES OF AMERICA
and
PHILIPPINES**

**Exchange of *aide-mémoire* constituting an agreement
relating to damages arising from maneuvers at the Laur
Training Area. Manila, 6 February 1957**

Official text: English.

Registered by the United States of America on 30 June 1958.

**ÉTATS-UNIS D'AMÉRIQUE
et
PHILIPPINES**

**Échange d'*aide-mémoire* constituant un accord relatif aux
dommages causés par les manœuvres effectuées dans la
zone d'entraînement de Laur. Manille, 6 février 1957**

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 30 juin 1958.

No. 4383. EXCHANGE OF *AIDE-MÉMOIRE* CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF THE PHILIPPINES RELATING TO DAMAGES ARISING FROM MANEUVERS AT THE LAUR TRAINING AREA. MANILA, 6 FEBRUARY 1957

I

The American Embassy to the Philippine Department of Foreign Affairs

AIDE-MÉMOIRE

The Embassy of the United States of America wishes to refer to the exchange of notes (Nos. 0678 and 3549, dated December 11 and 20, 1956, respectively) between the Embassy and the Department of Foreign Affairs,² concerning the amphibious, air, and ground field training exercises to be conducted by the United States Pacific Fleet and Fleet Marine Force, Pacific, at the Laur Training Area during March and early part of April, 1957, for which permission was granted by the Philippine Government, subject to the condition that the United States will pay for or repair any damages that may be incurred by private and government properties as a result of such training exercises ; and to the discussions which have recently taken place between the representatives of the Governments of the Republic of the Philippines and the United States of America regarding the type and nature of damages which the United States Government will pay or cause to be repaired.

These discussions have resulted in a mutual understanding between the two Governments, as follows :

1. The United States Government has taken note of the information furnished by representatives of the Philippine Government that presently there are fourteen timber concessionaires, more or less, aside from minor forest products license holders, within the Laur Training area, who have obtained their licenses from the Philippine Government prior to December 19, 1955, when the said area was reserved for the use of the Philippine Armed Forces by Presidential Proclamation No. 235 ; and that in addition to these timber concessionaires and license holders, there are also an undetermined number of private

¹ Came into force on 6 February 1957 by the exchange of the said *aide-mémoire*.

² Not printed by the Department of State of the United States of America.

land owners, who have acquired their rights in accordance with the Public Land Law prior to December 19, 1955.

2. That the United States Government recognizes the desirability of having an officer of the Philippine Armed Forces who shall serve as liaison officer between claimants and the Foreign Claims Commissions of the United States Government.

3. The United States Government agrees to pay any and all damages that may be incurred by private property, of all types, outside the maneuver area (meaning the Laur Training Area), which damages are the proximate result of the training exercises conducted by the United States personnel involved in the maneuvers. Likewise, the United States Government agrees to pay the Philippine Government, or cause to be repaired, any and all damages that may be incurred by government properties lying outside the maneuver area, which damages are the proximate result of the training exercises conducted by United States personnel engaged in the maneuvers, provided that the properties damaged are man-made constructions, such as buildings, roads, bridges and the like.

4. The United States Government agrees to pay any and all damages incurred by private property, of all types, within the maneuver area, which damages are the proximate result of the training exercises conducted by United States personnel involved in the maneuvers, provided that such private property has existed there prior to December 19, 1955. Likewise, the United States Government agrees to pay the Philippine Government, or cause to be repaired, any and all damages incurred by government property lying within the maneuver area, as a proximate result of the training exercises conducted by United States personnel engaged in the maneuvers, provided that such government property consists of man-made constructions, such as buildings, roads, bridges and the like.

5. The United States Government will make the most vigorous efforts to remove unexploded explosives from the maneuver area, and will pay any and all damages arising from delayed explosions, provided however, that no damages will be paid unless the explosion and damage occur within one year from the date of the termination of the maneuvers.

6. The Philippine Government agrees that the United States Government will not be required to pay to the Philippine Government for damages caused by underwater demolitions adjacent to the training area, nor to pay to the Philippine Government or to anyone damages for fishes in the sea which are killed as a result of explosions in the water or for interference with fishing activities, or for alterations or changes in fishing conditions which might allegedly result from the maneuvers.

7. The Philippine Government agrees that the United States Government will not be obligated to pay for damage to standing timber, but will pay for damages caused to stockpiles of cut timber belonging to forest concessionaires, and of firewood, charcoal, resin and other minor forest products, belonging to private license holders.

8. It is understood that all claims arising during the maneuvers shall be presented to the representatives in the field of the United States Foreign Claims Commission within sixty (60) days from the date the maneuvers end; all damages occurring later from

unexploded shells must be presented within sixty (60) days from the date the damage occurs as set forth in paragraph 5 above ; and whenever practicable all said claims shall be settled in the field ; provided, however, that if the claimants failed to present their claims within the period above stipulated due to causes beyond their control, they should be allowed to present their claims to the United States Foreign Claims Commissions at U. S. Naval Station Sangley Point, within a reasonable period of time, which in no case shall exceed one (1) year from the time the damage occurred.

9. It is further understood that the appropriate Philippine authorities will give notice to all people in and about the area that maneuvers will be conducted in and about the training area during the month of March and the early part of April, 1957 and cause the areas to be used as impact and maneuvers areas to be cleared of all unauthorized persons.

10. The Philippine Government has designated the Armed Forces of the Philippines to take charge of making and carrying on such liaison arrangements, as may be required further in the premises, with the Commander, United States Naval Forces, Philippines.

11. The Philippine Government has taken note that in conducting these maneuvers improvements may be made by the United States forces to airfields, roads, bridges and the like both inside and outside the training area.

H. H. SMITH

Embassy of the United States of America

Manila, February 6, 1957

II

The Philippine Department of Foreign Affairs to the American Embassy

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

No. 299-57

AIDE-MÉMOIRE

The Department of Foreign Affairs wishes to refer to the exchange of notes (Nos. 0678 and 3549, dated December 11 and 20, 1956, respectively) between the American Embassy and the Department, concerning the amphibious, air, and ground field training exercises to be conducted by the United States Pacific Fleet and Fleet Marine Force, Pacific, at the Laur Training Area during March and early part of April, 1957, for which permission was granted by the Philippine Government, subject to the condition that the United States will pay for or repair any damages that may be incurred by private and government properties as a result of such training exercises ; and to the discussions which have recently taken place

between the representatives of the Governments of the Republic of the Philippines and the United States of America regarding the type and nature of damages which the United States Government will pay or cause to be repaired.

These discussions have resulted in a mutual understanding between the two Governments, as follows :

[See aide-mémoire I]

(Initialled) [illegible]

Department of Foreign Affairs
Manila, February 6, 1957