

No. 4385

**UNITED STATES OF AMERICA
and
PHILIPPINES**

**Exchange of *aide-mémoire* constituting an agreement
relating to maneuvers in the Laur-Dingalan Bay area.
Manila, 20 February 1958**

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 à
des manœuvres dans la zone de Laur et de la baie de
Dingalan. Manille, 20 février 1958**

Texte officiel anglais.

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

No. 4385. EXCHANGE OF *AIDE-MÉMOIRE* CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF THE PHILIPPINES RELATING TO MANEUVERS IN THE LAUR-DINGALAN BAY AREA. MANILA, 20 FEBRUARY 1958

I

The American Embassy to the Philippine Department of Foreign Affairs

AIDE-MÉMOIRE

Referring to conversations between representatives of the Government of the Republic of the Philippines and representatives of the Government of the United States concerning maneuvers to be conducted in the vicinity of the Laur-Dingalan Bay area sometime in February and March 1958, it will be recalled that the following mutual understandings were agreed upon between the two Governments :

1. As participating nations in maneuvers to be conducted in the vicinity of the Laur-Dingalan Bay area sometime in February and March 1958, the United States and Philippine Governments recognize the desirability of coming to an understanding with respect to the procedure for processing and settlement of meritorious claims for personal injury or death or for damage to or loss of privately-owned and government-owned properties.

2. The United States Government has taken note of the information furnished by representatives of the Philippine Government that presently there are eighteen 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 land owners who have acquired their rights in accordance with the Public Land Law prior to December 19, 1955.

3. The United States Government agrees to settle any and all meritorious claims for personal injury to or death of individuals and for damage to or loss of private property,

¹ Came into force on 20 February 1958 by the exchange of the said *aide-mémoire*.

of all types, outside the maneuver area (meaning the Sta. Rosa-Laur-Dingalan Bay Area), which injury, death, damage or loss is caused by United States personnel engaged in the maneuvers. Likewise, except as provided in paragraph 11 below, the United States Government agrees to settle meritorious claims for, or cause to be repaired, any and all damage to or loss of Philippine Government properties lying outside of the maneuver area, which damage or loss is caused by United States personnel engaged in the maneuvers, provided that such property consists of man-made constructions, such as buildings, roads, bridges, equipment and the like.

4. The United States Government agrees to settle any and all meritorious claims for damage to or loss of private property, of all types, within the maneuver area, which damage or loss is caused by United States personnel engaged in the maneuvers, provided that such private property has existed inside the Laur training area prior to December 19, 1955. Likewise, except as provided in paragraph 11 below, the United States Government agrees to settle meritorious claims for, or cause to be repaired, any and all damages to or loss of Philippine Government property lying within the maneuver area, which damage or loss is caused by United States personnel engaged in the maneuvers, provided that such Government property consists of man-made constructions, such as buildings, roads, bridges, equipment and the like.

5. The Governments concerned may in their discretion repair or replace damaged or lost property where repair or replacement is acceptable to the claimant in lieu of monetary payment.

6. The United States Government will make the most vigorous efforts to remove from the maneuver area unexploded explosives used by United States personnel during the maneuvers and will settle any and all meritorious claims arising from delayed explosions of such explosives provided that the explosion and damage occur within one year from the date of the termination of the maneuvers. Likewise the Philippine Government will make the most vigorous efforts to remove unexploded explosives used by Philippine personnel during the maneuvers from the maneuver area and will save the United States harmless from all the damages arising from explosions of such explosives.

7. The Philippine Government agrees that the United States Government will not be required to pay the Philippine Government for damage caused by underwater demolitions adjacent to the maneuver area, nor to pay the Philippine Government or anyone for damage to 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.

8. It is agreed that the United States Government will not be obligated to pay for the damage to standing timber, but will settle any and all claims for damage caused by United States personnel engaged in the maneuvers to stockpiles of cut timber belonging to forest concessionaires, and stockpiles of firewood, charcoal, resin, and other minor

forest products, belonging to private license holders. The Philippine Government also agrees that the United States Government will not be required to pay such concessionaires or license holders or employees thereof for loss of profits or earnings due to maneuvers.

9. It is understood that all claims, both private and governmental, against the United States under paragraphs 1, 3, 4, 5, 6 and 8 above, shall be presented to the representatives in the field of the United States Government within sixty (60) days from the date of the maneuvers end ; all claims against the United States occurring from the delayed explosion of shells, mentioned in paragraph 6 above, shall be presented within sixty (60) days from the date the claim occurs ; and whenever practicable all said claims shall be settled in the field ; provided, however, that if a claimant fails to present his claim within the periods above stipulated he may present his claim to the United States Foreign Claims Commission at the United States Naval Station, Sangley Point, within a reasonable period of time, which in no case shall exceed one (1) year from the time the claim accrued.

10. All claims for personal injury to or death of civilians and all claims for damage to or loss of private property caused by Philippine personnel engaged in the maneuvers shall be borne exclusively by the Philippine Government.

11. It is also agreed that the Philippine and United States Governments waive their respective claims for any and all damage to or loss of the military property and military equipment of either Government and for damages arising out of personal injuries to or death of their military personnel in connection with the exercises herein mentioned, but this waiver shall not affect the private claims of such personnel.

12. It is further understood that the appropriate Philippine authorities will give notice of the impending maneuvers to all people in and about the area and all adjacent towns and municipalities and will cause the areas to be used as impact and maneuver areas to be cleared of all unauthorized persons.

13. 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 with the Commander, United States Naval Forces, Philippines. An officer of the Armed Forces of the Philippines shall be appointed to serve as liaison officer to assist the United States Foreign Claims Commission in implementing this agreement.

C. E. B.

Embassy of the United States of America
Manila, February 20, 1958

II

The Philippine Department of Foreign Affairs to the American Embassy

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

AIDE-MÉMOIRE

Referring to conversations between representatives of the Government of the Republic of the Philippines and representatives of the Government of the United States concerning maneuvers to be conducted in the vicinity of the Laur-Dingalan Bay area sometime in February and March 1958, it will be recalled that the following mutual understandings were agreed upon between the two Governments :

[See aide-mémoire I]

(Initialled) [illegible]

Manila, February 20, 1958