

N° 855.

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**ÉTATS-UNIS D'AMÉRIQUE  
ET GRANDE-BRETAGNE  
ET IRLANDE DU NORD**

Accord concernant l'échange direct  
des colis postaux, signé à Wa-  
shington, le 1<sup>er</sup> octobre et à Lon-  
dres, le 27 octobre 1924.

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**UNITED STATES OF AMERICA  
AND GREAT BRITAIN  
AND NORTHERN IRELAND**

Agreement for the Direct Exchange  
of Parcels by Parcel Post, signed  
at Washington, October 1, and at  
London, October 27, 1924.

No. 855. — AGREEMENT<sup>1</sup> BETWEEN THE POST OFFICE DEPARTMENT OF THE UNITED STATES OF AMERICA, AND THE POST OFFICE OF GREAT BRITAIN AND NORTHERN IRELAND FOR THE DIRECT EXCHANGE OF PARCELS BY PARCEL POST, SIGNED AT WASHINGTON, OCTOBER 1, AND AT LONDON, OCTOBER 27, 1924.

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*Texte officiel anglais communiqué par le Ministère des Affaires étrangères de Sa Majesté Britannique.  
L'enregistrement de cet Accord a eu lieu le 22 avril 1925.*

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The Post Office of Great Britain and Northern Ireland and the Post Office Department of the United States of America agree to effect a regular direct exchange of parcels between Great Britain and Northern Ireland and the United States of America, including Alaska, Hawaii, Porto Rico, Guam and the Virgin Islands of the United States.

The following regulations shall be applicable, not only to parcels exchanged directly between Great Britain and Northern Ireland and the United States of America, but also to parcels sent in transit to or from one of the two countries through the other, subject to the exceptions specified in Article X, Section 1, 2nd paragraph, and Article XV, Section 3.

#### I. LIMITS OF WEIGHT AND SIZE.

1. No parcel shall exceed 11 lb. in weight, 3 feet 6 inches in length or 6 feet in length and girth combined.

2. As regards the exact calculation of the weight and dimensions of parcels, the view of the despatching office shall be accepted, except in cases of obvious error.

3. The Postal Administrations of the two countries reserve the right to fix subsequently, by common consent, if their respective regulations permit, the rates and conditions applicable to parcels exceeding the limits of weight and size specified in paragraph 1.

#### II. METHOD OF EXCHANGE OF PARCELS.

1. The parcels shall be exchanged, in bags duly fastened and sealed, by the offices appointed by agreement between the two Administrations.

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<sup>1</sup> Ratifié par les Etats-Unis d'Amérique le 19 novembre 1924.

<sup>1</sup> TRADUCTION. — TRANSLATION.

No. 855. — ACCORD<sup>2</sup> ENTRE LE MINISTÈRE DES POSTES DES ÉTATS-UNIS D'AMÉRIQUE ET L'ADMINISTRATION DES POSTES DE LA GRANDE-BRETAGNE ET DE L'IRLANDE DU NORD, CONCERNANT L'ÉCHANGE DIRECT DES COLIS POSTAUX, SIGNÉ A WASHINGTON, LE 1<sup>er</sup> OCTOBRE ET A LONDRES, LE 27 OCTOBRE 1924.

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*English official text communicated by His Britannic Majesty's Foreign Office. The registration of this Agreement took place April 22, 1925.*

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L'Administration des Postes de la Grande-Bretagne et de l'Irlande du Nord et le service des Postes des Etats-Unis d'Amérique, conviennent d'instituer un service régulier et direct d'échange de colis postaux entre la Grande-Bretagne et l'Irlande du Nord, d'une part, et les Etats-Unis d'Amérique, y compris l'Alaska, Hawaï, Porto-Rico, Guam et les Iles Vierges qui font partie de leurs possessions, d'autre part.

Les dispositions ci-après s'appliqueront tant à l'échange direct de colis entre la Grande-Bretagne et l'Irlande du Nord d'une part, et les Etats-Unis d'Amérique, d'autre part, qu'à l'expédition de colis en transit, à destination ou en provenance de l'une des Parties, par l'intermédiaire de l'autre, sous réserve des exceptions mentionnées à l'article X, section 1, alinéa 2, et à l'article XV, section 3.

#### I. LIMITES DE POIDS ET DE DIMENSIONS.

1. Aucun colis ne devra peser plus de 11 lbs, ni mesurer, en longueur, plus de 3 pieds 6 pouces, ou en longueur et pourtour plus de 6 pieds ;

2. En ce qui concerne le calcul exact du poids et des dimensions des colis, l'opinion du bureau expéditeur sera acceptée, sauf dans le cas d'erreurs évidentes.

3. Les deux Administrations postales se réservent le droit de fixer ultérieurement, d'un commun accord, si leurs règlements respectifs les y autorisent, le tarif et les conditions applicables aux colis excédant les limites de poids et de dimensions mentionnées au paragraphe 1.

#### II. MODE D'ÉCHANGE DES COLIS.

1. L'échange des colis s'effectuera en sacs convenablement clos et scellés par les bureaux que désigneront, d'un commun accord, les deux Administrations.

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<sup>1</sup> Traduit par le Secrétariat de la Société des Nations.

<sup>1</sup> Translated by the Secretariat of the League of Nations.

<sup>2</sup> Ratified by the United States of America, November 19, 1924.

## III. TRANSIT PARCELS.

1. Each of the two Postal Administrations guarantees the right of transit for parcels over its territory to or from any country with which it has parcel post communication.

2. Each Administration shall inform the other to which countries parcels may be sent through it as intermediary.

To be accepted for onward transmission parcels sent by one of the contracting Administrations through the service of the other Administration must comply with the conditions prescribed from time to time by the intermediary Administration.

## IV. PREPAYMENT COMPULSORY.

Except in the case of returned or redirected parcels the postage shall be prepaid.

## V. CHARGES.

In respect of every parcel for delivery in the United States of America or in Great Britain and Northern Ireland, whether insured or uninsured, a payment of 30 cents shall be made by the despatching Administration to the receiving Administration, with the addition of the credits proper to the sea conveyance when this service is provided by the latter Administration.

The amounts to be allowed in respect of parcels sent from one of the two contracting countries to the other for onward transmission to a third country shall be fixed by the intermediate Administration.

On every parcel returned, or redirected unpaid, by one of the two Administrations to the other, the returning or re-transmitting Administration shall be entitled to claim a payment of 30 cents together with any sum due in respect of the Atlantic sea service. In the case of a parcel returned, or redirected unpaid, in transit through one of the two Administrations to the other the intermediary office may claim also the sum due to it for any additional sea service provided, together with any amounts due to any other Administration or Administrations concerned.

Except as provided in this article, each Administration shall keep the whole of the sums which it collects by virtue of the various articles of this Agreement.

## VI. PROHIBITIONS.

1. It is forbidden to send by post any parcel containing :—

- (a) A letter or a communication of the nature of a letter. Nevertheless it is permitted to enclose in a parcel an open invoice, confined to the particulars which constitute an invoice, and also a simple copy of the address of the parcel, that of the sender being added.
- (b) An enclosure which bears an address different from that placed on the cover of the parcel.
- (c) Any live animal (except bees, which must be enclosed in boxes so as to avoid all danger to postal officers and to allow the contents to be ascertained).
- (d) Any article of which the admission is not authorised by the Customs or other laws or regulations in force in either country.
- (e) Any explosive or inflammable article, and, in general, any article of which the conveyance is dangerous.

2. When a parcel contravening any of these prohibitions is handed over by one Administration to the other, the latter shall proceed in accordance with its laws and its inland regulations.

3. The two Postal Administrations shall furnish each other with a list of prohibited articles but they will not thereby undertake any responsibility whatever towards the police, the Customs authorities, or the senders of parcels.

#### VII. MAKE-UP OF PARCELS.

1. The name and address of the sender and of the addressee must be legibly and correctly written in every case when possible on the parcel itself, or on a tag, label, or a Customs Declaration securely gummed to the parcel, instead of only on a tag tied thereto. Addresses in pencil are not allowed ; but the address may be written with copying ink pencil on a surface previously dampod.

2. Every parcel shall be packed in a manner adequate for the length of the journey and for the protection of the contents.

3. Any liquid or any substance which easily liquefies shall be packed in a double receptacle. Between the first receptacle (bottle, flask, pot, box, etc.) and the second (box of metal or of strong wood) shall be left a space which shall be filled with sawdust, bran, or some other absorbent material in sufficient quantity to absorb all the liquid contents in the case of breakage.

#### VIII. DESPATCH NOTES AND CUSTOMS DECLARATIONS.

1. Each parcel shall be accompanied by a Customs Declaration or by a Despatch Note and as many Customs Declarations as may be required. The Administrations shall inform each other of the number of Customs Declarations to be furnished for each country of destination.

2. The Administrations accept no responsibility for the correctness of the Customs Declarations.

#### IX. ADVICE OF PARCELS.

The uninsured parcels included in each mail shall be advised on a parcel bill by the simple entry of their total number. Insured and returned parcels, however, shall be advised in the manner prescribed in Articles X and XV respectively.

Each despatching Office of Exchange shall number the parcel bills in the upper left hand corner, commencing each year a fresh series for each Office of Exchange of destination. The last number of the year shall be shown on the parcel bill of the first despatch of the following year.

The exact method of advising parcels sent by one Administration in transit through the other, together with any points of procedure in connection with the advice of parcels for which provision is not made above, shall be settled by mutual arrangement between the contracting Administrations.

#### X. INSURANCE.

1. Parcels may be insured up to the sum of £20 or 100 dollars, but no parcel may be insured for an amount above the real value of its contents.

Until mutually agreed to the contrary, insurance shall apply only to parcels exchanged between the United States, Alaska, Hawaii, and Porto Rico (excluding the other island possessions of the United States) and Great Britain and Northern Ireland.

The Administration of origin is entitled to collect from the sender of each insured parcel such insurance fees as may from time to time be prescribed by its regulations.

Every parcel containing coin, bullion, jewellery, or any other precious article must be insured. If a parcel containing coin, bullion, jewellery or any other precious article is posted uninsured the Administration which delivers it shall treat it in accordance with its own regulations. Every parcel containing jewellery or any other precious article exceeding £100 (\$500) in value must be packed in a box measuring not less than 2 feet 6 inches in length and girth combined.

Insured parcels shall be enclosed in separate sacks from those in which ordinary parcel-post packages are contained and the labels of such sacks shall be marked with such distinctive symbol as may from time to time be agreed upon.

All insured parcels exchanged must be closed and securely sealed with wax or otherwise, but the country of destination shall have the right to open them (including the right to break the seals) in order to inspect the contents. Parcels that have been so opened shall be closed again with official seals. Either country may require a special impress or mark of the sender in the sealing of insured parcels mailed in its service as a means of protection.

2. Insured parcels shall not be addressed to initials.

Each insured parcel must be labelled " Insured " in a conspicuous manner and must bear a distinguishing number. The Customs Declaration, if not gummed to the parcel, must also be labelled " Insured. "

No insured parcel need have written on it information as to the value of its contents, although this may be stated in the accompanying Customs Declaration.

The labels or stamps on insured parcels containing coin, articles of gold or silver, jewellery or other precious articles must be so placed that they cannot serve to conceal injuries to the cover. They must not be folded over two sides of the cover so as to hide the edge.

3. The sender of an insured parcel may obtain an advice of delivery upon payment of such additional charge, if any, as the country of origin of the parcel shall stipulate. A fee may be charged, at the option of the country of origin, on a request for information as to the disposal of an insured parcel made after it has been posted if the sender has not already paid the special fee to obtain an advice of delivery. These fees will be retained by the country of origin.

When an advice of delivery is desired, the sender or office of origin shall write or stamp on the parcel, in a conspicuous manner, the words " Return receipt requested, " " Advice of delivery requested, " or, boldly, the letters " A. R. "

The form of advice of delivery is made out by the office of origin or by any other office which the country of origin may appoint. If it does not reach the office of destination, that office supplies an advice of delivery if the parcel bears request therefor.

Advices of delivery, after being completed, shall, unless otherwise requested by the country of origin, be returned direct to the sender by ordinary mail without charge for postage.

When, after an insured parcel has been posted, the sender applies for an advice of delivery, the office of origin enters on a form of advice of delivery an exact description of the parcel (office of origin, date of posting, number, and name and address of sender and of addressee). This form is transmitted from Administration to Administration with an indication of the mail in which the parcel under inquiry was delivered to the corresponding office of exchange. The office of destination completes the form, and returns it to the sender, unless otherwise requested by the country of origin.

If an advice of delivery, duly applied for by the sender at the time of posting, is not received back to the office of origin at the end of a proper interval, an inquiry for the missing advice shall be instituted in accordance with the procedure prescribed by the preceding paragraph. The office of origin shall enter at the top of the form of advice of delivery the note " Duplicate Advice of Delivery " or some equivalent expression.

4. The insured parcels shall be entered by the dispatching office of exchange on separate parcel bills, which shall show, in respect of each parcel, the insurance number and the office (and state or country) of origin. Additional indicia may be required from time to time if found necessary.

5. Parcels bearing evidence of violation or damage must have the facts noted on them and be marked with the stamp of the office making the note, or a document drawing attention to the violation or damage must be forwarded with the parcels.

6. If an insured parcel cannot be delivered as addressed or is refused by the addressee, the parcel shall be treated in accordance with Article XV. Such a parcel, if returned, shall be returned as insured.

7. When an insured parcel is redirected to either country, or is returned to the country of origin, a new insurance fee shall be collected upon delivery and retained by the country making the collection. The Post Office making delivery shall fix the amount of such fee in accordance with its regulations.

8. Except in cases of loss or damage through force majeure (causes beyond control) as that term is defined by the legal decisions of the country in the service of which the loss or damage occurs, when an insured parcel has been lost or damaged or all or part of its contents abstracted, the sender, or in default of or at the request of the sender the addressee, shall be entitled to an indemnity corresponding to the actual amount, based on the actual value at the time of mailing, of the loss, abstraction, or damage, unless the damage has arisen from the fault or negligence of the sender or the addressee or the representative of either, or from the nature of the article, provided always that the indemnity does not exceed the sum for which the parcel was insured and for which the required insurance fee was paid.

The sender of an insured parcel which has been lost, or of which the contents have been lost or completely destroyed in the post, shall also be entitled to the return of the postage. He is not, however, entitled to the return of the insurance fee.

In case the sender of an insured parcel, with intent to defraud, shall at any time allege the contents to be above their real value, he shall lose all claim to compensation or to the return of the postage, and the enforcement of this rule shall not prejudice any legal proceedings to which such fraudulent declaration may have rendered him liable.

The obligation of paying the indemnity shall rest with the country to which the mailing office is subordinate. That country can make a claim on the country responsible, that is to say, against the Administration on the territory or in the service of which the loss, abstraction, or damage took place.

Until the contrary is proved, responsibility for an insured parcel rests with the country which, having received the parcel without making any observation, cannot establish correct delivery or other proper disposition.

Responsibility for loss, damage or for abstraction discovered by the receiving Office of Exchange at the time of opening the receptacles and duly notified to the despatching Office of Exchange by verification note shall fall upon the Administration to which the despatching Office of Exchange is subordinate, unless it be proved that the loss, damage or abstraction occurred during transit in the service of the receiving Administration.

If the loss, abstraction or damage occurred in the course of conveyance, and it shall not be possible to ascertain on the territory or in the service of which country the loss, abstraction or damage took place, the indemnity shall be shared equally.

No responsibility will be admitted for insured parcels for which the sender or addressee or authorised representative of either has given a receipt and accepted delivery without reservation,

nor for articles which cannot be accounted for in consequence of the destruction of official documents through causes beyond control.

No indemnity will be paid for insured parcels which contain matter of no intrinsic value or matter of prohibited transmission in the parcel-post mails exchanged between the United States and Great Britain and Northern Ireland, or which did not conform to the stipulations of this Agreement, or which were not posted in the manner prescribed : but the country responsible for the loss, damage or abstraction may pay indemnity in respect of such parcels without recourse to the other Administration.

No application for indemnity will be entertained unless a claim or an initial inquiry, oral or written, shall be filed by claimant or his representative within a year commencing with the day following the posting of the insured parcel.

The payment of indemnity by the country of origin must take place as soon as practicable and at the latest within a year of the date of the application. The country of origin is, however, authorised to settle with the sender on behalf of the country of destination which has, after being duly informed of the application for indemnity, let nine months pass without settling the matter. The dispatching country may exceptionally postpone settlement of the indemnity beyond the period mentioned, when, on expiration of the period, it has not been definitely informed as to the disposal of the article inquired for or when the question whether the loss of the article is due to a cause beyond control is not yet decided.

The country responsible or on whose behalf the payment is made is bound to make good, without delay, the amount of indemnity paid.

No compensation shall be given for injury or damage consequential upon, *i.e.*, indirectly arising from, the loss, damage, delay, non-delivery, or mis-delivery of any insured parcel transmitted under this Agreement.

The final decision upon all questions of compensation rests with the Administration of the country in which the loss or damage has taken place.

#### XI. CHECK BY OFFICES OF EXCHANGE.

1. On the receipt of a mail the receiving Office of Exchange shall check it and, if necessary, shall report missing articles or other irregularities by means of a verification note.

2. Any differences which may be noticed in the credits and accounting shall be notified to the despatching Office of Exchange by verification note. The accepted verification notes shall be attached to the parcel bills to which they relate. Corrections not supported by vouchers are not admitted.

#### XII. FEES FOR DELIVERY AND FOR CUSTOMS FORMALITIES. DEMURRAGE CHARGES.

The Post Office of the country of destination may collect from the addressees, for delivery and for the fulfilment of Customs formalities, a charge not exceeding 6*d.* (12 cents) for each parcel.

Each country may impose reasonable storage or demurrage charges in case the addressee fails to accept delivery of any parcel within such reasonable time as is prescribed by the country of destination. Any such charges shall be cancelled in the event of the return of the parcel to the country of origin.



## XIII. REDIRECTION.

Any parcel redirected within the country of destination shall be liable to such additional charges as may be prescribed by the domestic regulations of that country.

XIV. POSTAL CHARGES OTHER THAN THOSE PRESCRIBED  
NOT TO BE COLLECTED.

The parcels to which the present Agreement applies shall not be subjected to any postal charge other than those contemplated by the different articles of this Agreement.

## XV. NON-DELIVERY.

1. In the absence of a request by the sender to the contrary, a parcel which cannot be delivered shall be returned to the sender without previous notification and at his expense.

2. The sender of a parcel may request, at the time of posting, that, if the parcel cannot be delivered as addressed, it may be either (a) treated as abandoned or (b) tendered for delivery at a second address in the country of destination. No other alternative is admissible. If the sender avails himself of this facility, his request must appear on the parcel or on a Despatch Note or Customs Declaration attached to or stuck on the parcel and must be in conformity with or analogous to one of the following forms :—

“ If not deliverable as addressed—abandon. ”

“ If not deliverable as addressed—deliver to..... ”

3. Paragraphs 1 and 2 of this article apply only to terminal parcels and to transit parcels exchanged between the United States of America and the countries of the British Empire other than India. The sender of any other transit parcel which cannot be delivered shall be consulted as to the disposal of the parcel unless the country of destination has made other arrangements with the country of origin. Any advice of non-delivery shall be sent directly from the country of destination to the country of origin.

4. Any charges due in respect of the return of the redirection of a parcel from one country to the other shall be collected from the sender or the addressee, as the case may be.

5. Particulars of each returned parcel on which accrued charges are due to the returning office shall be entered on the parcel bill with the addition of the word “ Returned ”. Other returned parcels shall be advised in the same manner as ordinary parcels.

6. Articles liable to deterioration or corruption, and these only, may, however, be sold immediately even on the outward or return journey, without previous notice or judicial formality, for the benefit of the right party.

The sum realised by the sale shall be used in the first place to defray the charges upon the parcel ; any balance which there may be shall be remitted to the office of origin to be paid to the sender, on whom the expense of forwarding it shall fall.

If for any reason a sale is impossible, the spoilt or worthless articles shall be destroyed. The sale or destruction shall be recorded.

7. Provided that the formalities prescribed by the Customs Authorities concerned are fulfilled, the Customs charges, properly so called, on parcels destroyed, abandoned by the sender, sent back to the country of origin, or redirected to another country, shall be cancelled both in Great Britain and Northern Ireland and in the United States of America.

## XVI. RETRANSMISSION.

1. Mis-sent parcels shall be forwarded to their destination by the most direct route at the disposal of the office retransmitting them. When this retransmission involves the return of the parcels to the office of origin, the retransmitting office of exchange shall credit that office with the allowances received after having called attention to the error by means of a Verification Note.

2. In the contrary case, and if the amount allowed by the despatching office to the retransmitting office is insufficient to cover the expenses of retransmission which it has to defray, it shall recover the difference by making a suitable amendment to the parcel bill of the despatching office of exchange. The reason for this amendment shall be notified to the said office by means of a verification note.

When a parcel has been wrongly allowed to be despatched in consequence of an error on the part of the postal service and has for this reason to be returned to the country of origin, the procedure followed shall be the same as if the parcel had to be sent back to the despatching office in consequence of mis-sending.

3. A re-directed parcel shall be accompanied by the Despatch Note, if any, prepared by the office of origin. In case the parcel, for any reason whatsoever, has to be repacked or the original Despatch Note replaced by a substitute note, it is essential that the name of the office of origin of the parcel and the original serial number appear both on the parcel and on the Despatch Note.

## XVII. RESPONSIBILITY NOT ACCEPTED FOR UNINSURED PARCELS.

Neither the sender nor the addressee of an uninsured parcel shall be entitled to compensation for the loss of the parcel or for the abstraction of or damage to its contents.

## XVIII. RECEPTACLES.

Each Administration shall provide the bags necessary for the despatch of its parcels. The bags shall be returned empty to the country of origin by the next mail. Empty bags shall be made up in bundles of ten (nine bags enclosed in one) and the total number of such bags shall be advised on the parcel bill.

## XIX. ACCOUNTING.

1. *Terminal parcels.* — At the end of each quarter the creditor country shall prepare an account of the amount due to it in respect of the parcels received in excess of those despatched.

2. *Transit parcels.* — Each Administration shall also prepare quarterly an account showing the sums due for parcels sent by the other Administration for onward transmission.

3. These accounts shall be submitted to the examination of the corresponding Administration in the course of the month which follows the quarter to which they relate.

4. The compilation, transmission, verification and acceptance of the accounts must be effected as early as possible and the payment resulting from the balance must be made at the latest before the end of the following quarter.

5. Payment of the balances due on these accounts between the two Administrations shall be effected by means of drafts on New York or in any other manner which may be agreed upon mutually between the two Administrations, the expense attendant on the payment being at the charge of the indebted office.

## XX. MATTERS NOT PROVIDED FOR IN THE AGREEMENT.

1. Further matters of detail, not inconsistent with the general provisions of this Agreement, may be mutually arranged through correspondence.
2. If no arrangement has been made, the internal legislation of both Great Britain and Northern Ireland and the United States of America shall apply.
3. The Administrations shall communicate to each other from time to time the provisions of their laws or regulations applicable to the conveyance of parcels by Parcel Post.

## XXI. DURATION OF AGREEMENT.

1. This Agreement shall come into operation on a date to be mutually settled between the Administrations of the two countries.
2. It shall remain in force until one of the two Contracting Parties has given notice to the other, one year in advance, of its intention to terminate it.

Done in duplicate at Washington the first day of October and at London the twenty-seventh day of October, 1924.

(L. S.) HARRY S. NEW  
*Postmaster-General of the  
United States of America.*

(L. S.) VERNON HARTSHORN  
*Postmaster-General of Great  
Britain and Northern Ireland.*