

N° 2939.

GRANDE-BRETAGNE
ET IRLANDE DU NORD
ET PAYS-BAS

Accord concernant l'échange des colis postaux entre la Guyane britannique et la Guyane néerlandaise, avec règlement d'exécution y annexé. Signés à Paramaribo, le 28 décembre 1931, et à Georgetown, le 4 janvier 1932.

GREAT BRITAIN
AND NORTHERN IRELAND
AND THE NETHERLANDS

Parcel Post Agreement between British Guiana and Dutch Guiana, with Detailed Regulations annexed thereto. Signed at Paramaribo, December 28, 1931, and at Georgetown, January 4, 1932.

No. 2939. — PARCEL POST AGREEMENT¹ BETWEEN BRITISH GUIANA AND DUTCH GUIANA. SIGNED AT PARAMARIBO, DECEMBER 28, 1931, AND AT GEORGETOWN, JANUARY 4, 1932.

Texte officiel anglais communiqué par le ministre des Pays-Bas à Berne et le secrétaire d'Etat aux Affaires étrangères de Sa Majesté en Grande-Bretagne. L'enregistrement de cet accord a eu lieu le 18 avril 1932.

THE POST OFFICES OF BRITISH GUIANA and DUTCH GUIANA agree to effect a regular direct exchange of parcels between Georgetown and Paramaribo.

AGREEMENT.

Article 1.

LIMITS OF WEIGHT AND SIZE.

1. A parcel for Dutch Guiana posted in British Guiana shall not exceed 22 pounds in weight, 3 feet 6 inches in length, or 6 feet in length and girth combined ; and a parcel for British Guiana posted in Dutch Guiana shall not exceed 10 kilogrammes in weight, 1 metre in length and 55 cubic decimetres in volume.

2. As regards the exact calculation of the weight and dimensions of a parcel, the view of the despatching Office shall be accepted except in a case of obvious error.

Article 2.

TRANSIT OF PARCELS.

The two Administrations guarantee the right of transit for parcels over their territory to or from any country with which they respectively have Parcel Post communication. Transit parcels shall be subject to the provisions of this Agreement and to the Detailed Regulations so far as these are applicable.

¹ Entré en vigueur le 1^{er} janvier 1932.

¹ TRADUCTION. — TRANSLATION.

N^o 2939. — ACCORD ² CONCERNANT L'ÉCHANGE DES COLIS POSTAUX ENTRE LA GUYANE BRITANNIQUE ET LA GUYANE NÉERLANDAISE. SIGNÉ A PARAMARIBO, LE 28 DÉCEMBRE 1931, ET A GEORGETOWN, LE 4 JANVIER 1932.

English official text communicated by the Netherlands Minister at Berne and His Majesty's Secretary of State for Foreign Affairs in Great Britain. The registration of this Agreement took place April 18, 1932.

LES ADMINISTRATIONS POSTALES DE LA GUYANE BRITANNIQUE et DE LA GUYANE NÉERLANDAISE conviennent d'assurer un service régulier d'échange direct de colis postaux entre Georgetown et Paramaribo.

ACCORD

Article premier.

LIMITES DE POIDS ET DE DIMENSIONS.

1. Aucun colis à destination de la Guyane néerlandaise mis à la poste dans la Guyane britannique ne devra peser plus de 22 livres anglaises ni mesurer plus de 3 pieds 6 pouces en longueur, ou 6 pieds longueur et pourtour réunis ; aucun colis à destination de la Guyane britannique mis à la poste dans la Guyane néerlandaise ne devra peser plus de 10 kg. ni mesurer plus d'un mètre de longueur et 55 décimètres cubes de volume.

2. Pour le calcul exact du poids et des dimensions des colis, l'avis du bureau expéditeur sera accepté, sauf en cas d'erreur évidente.

Article 2.

TRANSIT DES COLIS.

Les deux administrations garantissent le droit de transit pour les colis traversant leur territoire en provenance ou à destination de tout pays avec lequel elles échangent des colis postaux. Le transit des colis sera assujéti aux dispositions du présent accord et à celles du règlement d'exécution dans la mesure où celles-ci sont applicables.

¹ Traduit par le Secrétariat de la Société des Nations, à titre d'information.

¹ Translated by the Secretariat of the League of Nations, for information.

² Came into force January 1st, 1932.

Article 3.

PREPAYMENT OF POSTAGE, RATES.

1. The prepayment of the postage on parcels shall be compulsory, except in the case of re-directed or returned parcels.

2. The postage shall be made up of the sums accruing to each Office taking part in the conveyance by land or sea.

It shall include also any surcharge levied in accordance with Article 5 hereafter.

Article 4.

TERRITORIAL RATE.

The exchange of parcels will take place between the two countries on payment of a territorial fee equal in the case of British Guiana to 50 centimes, 75 centimes, 1 fr., 2 fr., for parcels not exceeding 1 kilo (3 lbs), 3 kilos (7 lbs), 5 kilos (11 lbs) and 10 kilos (22 lbs) respectively, and for Dutch Guiana to 50 centimes ; 75 centimes ; 1 fr., and 2 fr., for the same scale of weights.

Article 5.

ADDITIONAL RATE.

Each Administration shall have the right to impose on parcels originating in or addressed to its Offices an additional rate of 25 centimes per parcel.

Article 6.

SEA RATE.

The fee for maritime transport is calculated as follows :

For parcels of 1 kilo and under	Fr. 0.25
» » 1 — 3 kilos	0.25
» » 3 — 5 »	0.25
» » 5 — 10 »	0.50

Article 7.

FEE FOR DELIVERY AND CLEARANCE THROUGH THE CUSTOMS.

The Postal Administration of the two Colonies may collect, in respect of delivery and clearance through the Customs, a fee not exceeding 50 centimes per parcel.

Article 8.

PAYMENT OF CUSTOMS AND OTHER CHARGES.

Customs charges or other non-postal charges shall be paid by the addressees of parcels, except as provided otherwise in this Agreement.

*Article 9.*PAYMENT BY THE SENDER, OF CUSTOMS AND OTHER CHARGES.
COLLECTION OF DEPOSITS. COMMISSION.

By making a declaration beforehand at the Office of posting, the senders may undertake the payment of all charges due on the parcels on delivery.

In such cases the senders must undertake to pay the sums which may be claimed by the Office of destination, and, if necessary, to make adequate deposits.

The Administration which advances charges on behalf of the sender may collect for this service a commission not exceeding 25 centimes per parcel. This fee is distinct from that prescribed for Customs clearance in Article 7 above.

Article 10.

WAREHOUSING CHARGE.

Each Postal Administration may collect any warehousing charge fixed by its legislation for a parcel which is addressed *Poste Restante* or which has not been claimed within the prescribed period.

This charge shall in no case exceed 5 francs.

Article 11.

EXPRESS DELIVERY.

1. Parcels not exceeding 22 lbs. or 10 kilogrammes in weight shall, at the request of the senders, be sent out for delivery by special messenger immediately after their arrival, or if the Office of destination is not in a position to deliver parcels at the addressee's residence notices of arrival shall be sent out immediately by special messenger, provided that the Office to which it may be addressed is among those at which such service is guaranteed. Such parcels, which shall be called "Express" parcels, shall be subject, in addition to the ordinary postage, to a special charge of 80 centimes, which must be fully prepaid by the sender, whether the parcel itself or merely a notice of its arrival can be delivered to the addressee.

2. When the addressee's residence is situated outside the free delivery zone of the Office of destination, that Office may collect an additional charge up to the amount of the fee fixed for express delivery in its inland service less the fixed charge paid by the sender or its equivalent in the currency of the country which collects the additional charge.

This additional charge shall be maintained in accordance with the provisions of Article 32, Section 2, if the parcel is re-directed or cannot be delivered.

3. Only one attempt shall be made to deliver by Express to the addressee either the parcel itself, or the notice of its arrival. After an unsuccessful attempt, the parcel shall cease to be considered as an Express parcel, and it shall be delivered under the conditions which apply to ordinary parcels.

Article 12.

PROHIBITIONS :

1. It is forbidden to enclose in a postal parcel :

(a) Explosive, inflammable, or dangerous substances (including loaded metal caps, live cartridges and matches).

- (b) Articles of an obscene or immoral nature.
- (c) Articles the admission of which is not permitted by law or by the Customs or other regulations.
- (d) Letters or communications which constitute an actual or personal correspondence as well as correspondence or packets of any kind bearing an address other than that of the addressee of the parcel. (It is however permissible to enclose in a parcel an open invoice confined to the particulars which constitute an invoice, and a simple copy of the address of the parcel with the address of the sender also.)
- (e) Live animals (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).

2. It is forbidden to send coins, gold or silver, whether manufactured or unmanufactured, or other precious articles in uninsured parcels addressed to countries which admit insurance.

3. A parcel which has been wrongly admitted to the post shall be returned to the Office of origin, unless the Administration of the country of destination is authorised by its legislation to dispose of it otherwise. In the latter case the Office of despatch shall be informed in a precise manner of the treatment accorded to the parcel.

Nevertheless, the fact that a parcel contains a letter or communications which constitute an actual or personal correspondence shall not, in any case, entail its return to the Office of origin.

4. Explosive, inflammable or dangerous substances and articles of an obscene or immoral nature shall not be returned to the Office of origin ; they shall be disposed of by the Administration which has found them in the mails in accordance with its own internal regulations.

Article 13.

ADVICE OF DELIVERY.

1. The sender may obtain an advice of delivery for all parcels posted in Dutch Guiana on prepayment of a fixed fee of 15 cents (Dutch). An advice of delivery can also be obtained for all parcels posted in British Guiana on prepayment of a fixed fee of 2d.

2. A fee of 10 cents (Dutch) shall be charged when a receipt for postage is required for uninsured parcels posted in Dutch Guiana.

Article 14.

RE-DIRECTION.

1. A parcel may be redirected in consequence of the addressee's change of address in the country of destination.

The Administration of the country of destination may collect the redirection charge prescribed by its internal regulations. Similarly a parcel may be redirected from one of the two countries which are parties to the agreement to another country provided that the parcel complies with the conditions required for its further conveyance and provided as a rule that the extra postage is prepaid at the time of redirection or documentary evidence is produced that the addressee will pay it.

2. Additional charges, levied in respect of redirection and not paid by the addressee or his representative shall not be cancelled in case of further redirection or of return to origin, but shall be collected from the addressee or from the sender, as the case may be, without prejudice to the payment of any special charges incurred which the country of destination does not agree to cancel.

Article 15.

MISSENT PARCELS.

Parcels received out of course, or wrongly allowed to be despatched shall be transmitted in accordance with the provisions of Article 19, Sections 1 and 2, of the Detailed Regulations.

Article 16.

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 after retention for the period prescribed by the regulations of the country of destination.

2. The sender 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, or (c) returned at once to him. No other alternative is admissible. If the sender avails himself of this facility his request must appear on the Despatch Note 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..... ”

“ If not deliverable as addressed, return at once to sender ”

The same request must also be written on the cover of the parcel.

3. The charges due on returned undeliverable parcels shall be recovered in accordance with the provisions of Article 31.

Article 17.

CANCELLATION OF CUSTOMS CHARGES.

Both parties to this Agreement undertake to urge their respective Customs Administrations to cancel Customs charges on parcels which are returned to the country of origin, abandoned by the senders, destroyed, or redirected to a third country.

Article 18.

SALE. DESTRUCTION.

Articles in danger of deterioration or corruption, and these only, may be sold immediately, even when in transit on the outward, or return journey, without previous notice or judicial formality. If for any reason a sale is impossible, the spoilt or putrid articles shall be destroyed.

Article 19.

ABANDONED PARCELS.

Parcels which cannot be delivered to the addressees and which the senders have abandoned shall not be returned by the Office of destination, but shall be treated in accordance with its legislation.

Article 20.

ENQUIRIES.

1. A fee of 30 cents Dutch or 6d. English shall be charged for every enquiry concerning a parcel.
No fee shall be charged if the sender has already paid the special fee for an Advice of delivery,
2. Enquiries shall be admitted only within the period of one year from the day following the date of posting.
3. When an enquiry is the outcome of an irregularity in the postal service, the enquiry fee shall be refunded.

Article 21.

INSURED PARCELS. RATES AND CONDITIONS.

1. Parcels may be insured up to a limit of 2,000 francs.
2. The Insurance fees shall be as follows :
 - In Dutch Guiana — For every 300 francs or part thereof — 10 cents Dutch.
 - In British Guiana — For the first £ 12 — or part thereof — 5d.
 - For each additional £ 12 — or part thereof — 2½d.
3. The Office of origin shall be entitled also to collect from the sender of an insured parcel a despatch fee not exceeding 50 centimes.
4. The sender of an insured parcel shall receive, without charge, at the time of posting, a receipt for his parcel.

Article 22.

FRAUDULENT INSURANCE.

- The insured value may not exceed the actual value of the contents of the parcel and the packing, but it is permitted to insure only part of this value.
- The fraudulent insurance of a parcel for a sum exceeding the actual value shall be subject to any legal proceedings which may be admitted by the laws of the country of origin.

Article 23.

RESPONSIBILITY FOR LOSS OR DAMAGE.

1. Except in the cases mentioned in the following Article, the two Administrations shall be responsible for the loss of parcels and for the loss, abstraction or damage of their contents or of a part thereof.
The sender is entitled under this head to compensation corresponding to the actual amount of the loss, abstraction or damage.
The indemnity may not exceed 10 francs in the case of ordinary parcels not exceeding 1 kilo (3 lbs) ; 15 francs for those of 1 to 3 kg. (7 lbs) ; 25 frcs, for those of 3 to 5 kg. (11 lbs) ; and 40 frcs, for those of 5 to 10 kg. (22 lbs). For an insured parcel the amount of compensation shall not exceed the amount for which it was insured.

In cases where the loss, damage or abstraction occurs in the service of the country of destination the Office of destination may pay compensation to the addressee at its own expense and without consulting the Office of origin, provided that the addressee can prove that the sender has waived his rights in the addressee's favour.

2. In calculating the amount of compensation, indirect loss or loss of profits shall not be taken into consideration.

3. Compensation shall be calculated on the current price of goods of the same nature at the place and time at which the goods were accepted for transmission.

4. Where compensation is due for the loss, destruction or complete damage of a parcel or for the abstraction of the whole of the contents, the sender is entitled to the return of the postage also.

5. In all cases the insurance fees shall be retained by the Postal Administration.

Article 24.

EXCEPTIONS TO THE PRINCIPLE OF RESPONSIBILITY.

The two Administrations shall be relieved of all responsibility :

- (a) In cases beyond control (force majeure) ;
- (b) When they are unable to account for parcels in consequence of the destruction of official documents through a cause beyond control (force majeure) ;
- (c) When the damage has been caused by the fault or negligence of the sender, or when it arises from the nature of the article ;
- (d) For parcels of which the contents fall under the ban of one of the prohibitions mentioned in Article 12 ;
- (e) For parcels which have been fraudulently insured for a sum exceeding the actual value of the contents and packing ;
- (f) In respect of parcels regarding which enquiry has not been made within the period prescribed by Article 20 ;
- (g) In respect of any parcels containing precious stones, jewellery or any article of gold or silver exceeding £100 (2500 francs) in value not packed in a box of the size prescribed by Article 6, section 3, of the Detailed Regulations.

Article 25.

TERMINATION OF RESPONSIBILITY.

The two Administrations shall cease to be responsible for parcels which have been delivered in accordance with their internal regulations and of which the owners or their agents have accepted delivery without reservation.

Article 26.

PAYMENT OF COMPENSATION.

The payment of compensation shall be undertaken by the Office of origin except in the cases indicated in Article 23, Section 1, where payment is made by the Office of destination. The Office of origin may however, after obtaining the sender's consent, authorize the Office of destination to settle with the addressee. The paying Office retains the right to make a claim against the Office responsible.

Article 27.

PERIOD FOR PAYMENT OF COMPENSATION.

1. Compensation shall be paid as soon as possible and, at the latest, within one year from the day following the date of enquiry.
2. The despatching Office is authorised to settle with the sender on behalf of the other Office if the latter, after being duly informed of the application, has let nine months pass without giving a decision in the matter.
3. The despatching Office may exceptionally postpone the settlement of compensation beyond the period of one year when the question of responsibility cannot be settled owing to circumstances over which the Administrations concerned have no control.

Article 28.

INCIDENCE OF COST OF COMPENSATION.

1. Until the contrary is proved responsibility shall rest with the Office which, having received the parcel from the other Office without making any reservation and having been furnished with all the particulars for investigation prescribed by the regulations, cannot establish either proper delivery to the addressee or regular transfer to the following Office, as the case may be.
2. If in the case of a parcel despatched from one of the two countries for delivery in the other the loss, abstraction or damage has occurred in course of conveyance without its being possible to prove in the service of which country the irregularity took place the two Administrations shall bear in equal shares the amount of compensation.
3. The same principle shall as far as possible, be applied when other Administrations are concerned in the conveyance of a parcel. Nevertheless, in the case of parcels sent in transit from one of the two countries through the other neither of the two Administrations shall be held responsible when the loss, abstraction or damage has taken place in a service in which responsibility is not accepted.
4. Customs and other charges which it has not been possible to cancel shall be borne by the Administration responsible for the loss, damage or abstraction.
5. By paying compensation the Administration concerned takes over, to the extent of the amount paid, the rights of the person who has received compensation in any action which may be taken against the addressee, the sender or a third party.
If, however, a parcel which has been regarded as lost is subsequently found, in whole or in part, the person to whom compensation has been paid shall be informed that he is at liberty to take possession of the parcel against repayment of the amount paid as compensation.

Article 29.

REPAYMENT OF THE COMPENSATION TO THE DESPATCHING OFFICE.

The Office responsible or on whose account the payment is made in accordance with Article 26 is bound to repay the amount of the compensation within a period of three months after notification of payment. The amount shall be recovered from the country responsible through the Accounts provided for in Article 25, Section 2 of the Detailed Regulations.

The Office of which the responsibility is duly proved and which has originally declined to pay compensation is bound to bear all the additional charges resulting from the unwarranted delay in payment.

Article 30.

CREDITS FOR CONVEYANCE.

For each parcel sent from British Guiana to Dutch Guiana the despatching office shall credit the office of destination with :

- (a) The fees which accrue to it by virtue of Article 4.
- (b) The fees for sea conveyance, by Article 6, the said fee being subject for settlement direct between Dutch Guiana and the Transport Company.
- (c) Eventually with the quota accruing, so much to the transporting office (10 c. in 300 frcs), so much to Dutch Guiana (5c) in the case of Insured parcels.

For parcels sent from Dutch Guiana to British Guiana the sending office credits the office of destination only with the fee provided by Article 4 and in the case of Insured parcels the quota accruing to it from the Insurance fee provided by Article 21, paragraph 2 (5c in 300 frcs.). The fee for sea conveyance is kept to be deposited with the transporting office.

The procedure is the same in the case of parcels sent in transit from either of the two countries to another.

Article 31.

CLAIMS IN CASE OF RE-DIRECTION OR RETURN.

In case of the re-direction or of the return of a parcel from one country to the other, the re-transmitting Office shall claim from the other charges due to it and to any other Administration taking part in the re-direction or return.

Article 32.

EXPRESS DELIVERY FEES, SPECIAL AND ADDITIONAL.

1. The special charge for express delivery prescribed by Article 11, section 1, shall be included in the sums credited to the Office of destination.

When an express parcel is re-directed to another country before an attempt has been made to deliver it, this charge shall be credited to the Post Office of the new country of destination. If the latter does not undertake express delivery, the credit is retained by the Post Office of the country to which the parcel was first addressed ; the same applies when an express parcel cannot be delivered.

2. In case of the re-direction or of the return to origin of an express parcel, the additional charge prescribed by Article 11, section 2, shall be claimed from the corresponding Office by the Office which has attempted delivery, unless this charge has been paid when the parcel was presented at the addressee's residence.

Article 33.

CHARGE FOR RE-DIRECTION IN THE COUNTRY OF DESTINATION.

In case of further re-direction or of the return to origin, the re-direction charges prescribed by Article 14, section 2, shall accrue to the country which re-directed parcels within its own territory.

Article 34.

MISCELLANEOUS FEES.

1. The following fees shall be retained in full by the Office which has collected them :
 - (a) The fee for Advice of Delivery referred to in Article 13.
 - (b) The enquiry fee referred to in Article 20, section 1.
 - (c) The supplementary fee for an insured parcel referred to in Article 21, section 3.
2. The fee for delivery and for Customs clearance referred to in Article 7 shall be retained by the Office of destination. The commission referred to in Article 9, third paragraph, may be claimed by the same Office.

Article 35.

INSURANCE FEE.

In respect of Insured parcels the despatching Office shall allow to the Office of destination for territorial service a rate of 5 centimes for each 300 francs of insured value or fraction thereof. If the Office of destination provides the sea service, the despatching Office shall allow an additional rate of 10 centimes for each 300 francs of insured value or fraction thereof.

Article 36.

MISCELLANEOUS PROVISIONS.

1. The francs and centimes mentioned in this Agreement are gold francs and centimes as defined in the Postal Union Convention¹ of London.
2. Parcels shall not be subject to any postal charge other than those contemplated in this Agreement except by mutual consent of the two Administrations.
3. In extraordinary circumstances either Administration may temporarily suspend the Parcel Post, either entirely or partially, on condition of giving immediate notice, if necessary by telegraph, to the other Administration.
4. The two Administrations have drawn up the following detailed Regulations for ensuring the execution of the postal Agreement. Further matters of detail, not inconsistent with the general provisions of this Agreement and not provided for in the Detailed Regulations may be arranged from time to time by mutual consent.
5. The internal legislation of British Guiana and Dutch Guiana shall remain applicable as regards everything not provided for by the stipulations contained in the present Agreement and in the Detailed Regulations for its execution.

Article 37.

CANCELLATION OF PREVIOUS AGREEMENTS.

This Agreement shall supersede all previous Parcel Post Agreement between British Guiana and Dutch Guiana.

¹ Vol. CII, page 245; vol. CVII, page 552; vol. CXVII, page 310 et vol. CXXII, page 359, de ce recueil.

Article 34.

DROITS DIVERS.

1. Sont acquis en entier à l'office qui les a perçus :

- a)* Le droit appliqué aux avis de réceptions mentionnés à l'article 13.
- b)* Le droit appliqué aux réclamations et mentionné à l'article 20, paragraphe 1.
- c)* Le droit complémentaire appliqué aux colis avec valeur déclarée et mentionné à l'article 21, paragraphe 3.

2. Les droits de dédouanement et de factage mentionnés à l'article 7 sont acquis à l'office destinataire. Le droit de commission mentionné à l'article 9, paragraphe 3, peut également être repris par le même office.

Article 35.

DROIT D'ASSURANCE.

Pour les colis avec valeur déclarée, l'office d'origine est redevable à l'office de destination pour le service territorial d'un droit de 5 centimes par 300 fr. de valeur assurée ou fraction de cette somme. Si l'office de destination assure le transport maritime, l'office d'origine est redevable en outre d'un droit additionnel de 10 centimes par 300 fr. ou fraction de 300 fr. de la valeur déclarée.

Article 36.

DISPOSITIONS DIVERSES.

1. Les francs et centimes mentionnés dans le présent accord sont les francs et centimes-or définis dans la Convention de l'Union postale universelle¹ signée à Londres.

2. Les colis ne seront assujettis à aucune taxe postale autre que celles qui sont envisagées dans le présent accord, sauf par consentement mutuel des deux administrations.

3. Dans des circonstances extraordinaires chaque administration a la faculté de suspendre temporairement le service des colis postaux, soit complètement soit en partie, à condition d'en aviser immédiatement, et s'il y a lieu par la voie télégraphique, l'autre administration.

4. Les deux administrations ont établi le règlement qui figure ci-après en vue d'assurer l'exécution de l'accord postal. Les autres questions de détail, non incompatibles avec les dispositions générales du présent accord, qui ne sont pas visées dans ce règlement, pourront être réglées de temps à autre par entente mutuelle.

5. La législation interne de la Guyane britannique et de la Guyane néerlandaise restera applicable en toute matière non prévue par les dispositions du présent accord et du règlement d'exécution.

Article 37.

ABROGATION DES ACCORDS ANTÉRIEURS.

Le présent accord abroge tous les accords antérieurs conclus entre la Guyane britannique et la Guyane néerlandaise.

¹ Vol. CII, page 245 ; Vol. CVII, page 552 ; Vol. CXVII, page 310 and Vol. CXXII, page 359, of this Series.

Article 38.

ENTRY INTO FORCE AND DURATION OF THIS AGREEMENT.

This Agreement shall come into force on the date to be fixed by mutual agreement between the two Administrations and shall remain in force until the expiration of one year from the date on which it may be renounced by either of the two Administrations.

In witness whereof the undersigned, duly authorised for that purpose, have signed the present Agreement, and have affixed their seals thereto.

Done in Duplicate at Paramaribo the 28th day of December 1931 and at Georgetown the 4th day of January 1932.

(Get.) F. BIRKITT,
Postmaster General,
British Guiana.

By special authorisation of His Excellency
the Governor of Dutch Guiana of 24th
December 1931 No. 4211.

The Administrator of Finance :
(w. s.) PREY.

Voor eensluidend afschrift :
De Gouvernements-Secretaris,
P. Kikkert.

Certifié pour copie conforme :
Le secrétaire général du Ministère
des Affaires étrangères des Pays-Bas :
A. M. Snouck-Hurgronje.

DETAILED REGULATIONS

FOR CARRYING OUT THE PARCEL POST AGREEMENT BETWEEN BRITISH GUIANA AND DUTCH GUIANA
DATED 28 DECEMBER 1931/4 JANUARY 1932.

Article 1.

CIRCULATION.

1. Each Administration shall forward by the route and means which it uses for its own parcels, parcels delivered to it by the other Administration for conveyance in transit through its territory.

2. Missent parcels shall be retransmitted to their proper destination by the most direct route at the disposal of the Office re-transmitting them.

Article 2.

METHOD OF TRANSMISSION. PROVISION OF BAGS.

1. The exchange of parcels between the two countries shall be effected by the Offices of Georgetown, Paramaribo, and New Nickerie.

2. Parcels shall be exchanged between the two countries in bags duly fastened and sealed. In the absence of any arrangement to the contrary, the transmission of parcels sent by one of the two contracting countries in transit through the other shall be effected " a decouvert ".

3. A label showing the Office of Exchange of origin and the Office of Exchange of destination shall be attached to the neck of each bag, the number of parcels contained in the bag being indicated on the back of the label.

4. The bag containing the Parcel Bills and other documents shall be distinctively labelled.

5. The parcels intended for delivery to the addressees free of charge forwarded in a Mail shall be placed together, and, as far as possible, in the bag which contains the Parcel Bill and other documents. When they cannot all be placed in the bag which contains the Parcel Bill, the bag or bags in which they are forwarded shall be indicated by a distinctive label.

6. Similarly, insured parcels shall be forwarded in separate bags : and the labels of those bags shall be marked with any distinctive symbol that may from time to time be agreed upon the two Administrations.

7. The weight of any bag of parcels shall not exceed 36 kilogrammes (80 pounds avoirdupois).

8. The bags shall be supplied by each of the Offices for the forwarding of its own parcels. The bags shall be used exclusively for the exchange of parcels between British Guiana and Dutch Guiana and not for any other service. Responsibility for the loss of empty bags shall be determined on the principles prescribed for the loss of parcels in Article 28 of the Agreement.

9. Empty bags should be returned to the office of origin by the first opportunity, be it a parcel mail or a letter (postal) mail. The number of bags so forwarded shall be advised on a Way Bill or on the Bill of Advice of the despatch.

Article 3.

INFORMATION TO BE FURNISHED.

1. Each Administration shall communicate to the other by means of a Table :

(a) The names of the countries to which it can forward parcels handed over to it.

(b) The routes available for the transmission of the said parcels from the point of entry into its territory or into its service.

(c) The total amount to be credited to it by the other Administration for each destination.

(d) The number of Customs Declarations which must accompany each parcel and any other necessary information.

2. Each Administration shall make known to the other the names of the countries to which it intends to send parcels in transit through the other, unless in any particular case the number of parcels concerned is insignificant.

Article 4.

FIXING OF EQUIVALENTS.

In fixing the charges for parcels either Administration shall be at liberty to adopt such approximate equivalents as may be convenient in its own currency.

Article 5.

MAKE-UP OF PARCELS.

Every parcel shall :

(a) Bear the exact address of the addressee in Roman characters. Addresses in pencil shall not be allowed provided that parcels bearing addresses written with copying

ink pencil on a surface previously damped shall be accepted. The address shall be written on the parcel itself or on a label so firmly attached to it that it cannot become detached. The sender of a parcel shall be advised to enclose in the parcel a copy of the address together with a note of his own address.

(b) Be packed in a manner adequate for the length of the journey and for the protection of the contents, and which so effectively keeps the contents that loss would be impossible without there being some obvious sign.

Articles liable to injure officers of the Post Office or to damage other parcels shall be so packed as to prevent any risk.

Article 6.

SPECIAL PACKING.

1. Liquids and substances which easily liquefy shall be packed in a double receptacle. Between the first receptacle (bottle, flask, pot, box, &c.) and the second (box of metal or of stout 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.

2. Colouring substances such as aniline, &c., shall be admitted only if enclosed in stout metal boxes with sawdust between the two receptacles. Dry non-colouring powders shall be placed in boxes of metal, wood or cardboard ; these boxes shall themselves be enclosed in a cover of linen or parchment.

3. Every parcel containing precious stones, jewellery or any article of gold or silver exceeding £ 100 sterling (2500 francs) in value shall be packed in a box measuring not less than 3 feet 6 inches (1 metre) in length and girth combined.

Article 7.

DESPATCH NOTES AND CUSTOMS DECLARATIONS.

1. Each parcel shall be accompanied by a Despatch Note and by Customs Declarations according to the Regulations of the country of destination, and the Customs Declarations shall be firmly attached to the Despatch Note.

2. Nevertheless a single Despatch Note and a single set of Customs Declarations may suffice for two or three (but not more) ordinary parcels posted at the same time by one sender to one addressee. This provision shall not apply to insured parcels, express parcels, or parcels intended for delivery to the addressees free of all charges.

3. The two Administrations accept no responsibility in respect of the accuracy of Customs Declarations.

Article 8.

PARCELS FOR DELIVERY FREE OF ALL CHARGES.

1. A parcel to be delivered to the addressee free of all charges shall bear on the address side and on the Despatch Note a yellow label bearing in bold type the words " Franc de tous Droits ".

2. Every parcel forwarded " free of all charges " shall be accompanied by a separate Franking Note, which shall be firmly attached to the Despatch Note.

Article 9.

ADVICE OF DELIVERY.

1. Parcels of which the senders ask for an Advice of Delivery shall be very prominently marked " Advice of Delivery " or " A. R. ". The Despatch Notes shall be marked in the same way.

2. Such parcels shall be accompanied by a form similar to that annexed to the Detailed Regulations of the Postal Union Convention. This Advice of Delivery form shall be prepared by the office of origin or by the other office appointed by the despatching Administration ; it shall be attached to the Despatch Note of the parcel to which it relates. If it does not reach the office of destination, that office shall make out officially a new Advice of Delivery.

3. The office of destination, after having duly filled up the form, shall return it unenclosed and free of postage to the address of the sender of the parcel.

4. When the sender makes enquiry concerning an Advice of Delivery which has not been returned to him after a reasonable interval, action shall be taken in accordance with the rules laid down in Article 10 following. In that case a second fee shall not be charged, and the office of origin shall enter at the top of the form the words " Duplicate de l'avis de réception, etc., etc. ".

Article 10.

ADVICE OF DELIVERY APPLIED FOR AFTER POSTING.

When the sender applies for an Advice of Delivery after a parcel has been posted, the office of origin shall fill up an Advice of Delivery form and shall attach it to a form of enquiry to which postage stamps representing the fee prescribed by the parcel Post Agreement have been affixed.

The form of enquiry accompanied by the Advice of Delivery form shall be treated according to the provisions of Article 22 below, with the single exception that, in case of the due delivery of the parcel, the Office of destination shall withdraw the form of enquiry and shall return the Advice of Delivery form to origin, in the manner prescribed in paragraph 3 of the preceding Article.

Article 11.

INDICATION OF INSURED VALUE.

Every insured parcel and the relative Despatch Note shall bear an indication of the insured value in the currency of the country of origin. This indication shall be made without erasure or correction even if certified. The amount of the insurance shall in addition be converted into gold francs by the Office of origin. The result of the conversion shall be indicated distinctly by new figures, placed beside or below those representing the amount of the insurance in the currency of the country of origin.

Article 12.

INSURANCE LABELS, ETC.

Every insured parcel and its Despatch Note as well shall bear a red label with the indication " Insured " or " Valeur déclarée " in Roman characters.

When a parcel contains coin, bullion or other precious objects, the wax or other seals, the labels of whatever kind and any postage stamps affixed to it shall be so spaced that they cannot conceal injuries to the cover. Moreover the labels and postage stamps, if any, shall not be folded over two sides of the cover so as to hide the edge.

Article 13.

SEALING OF INSURED PARCELS.

Every insured parcel shall be sealed by means of wax or by lead or other seals, with some special uniform design or mark of the sender, the seals being sufficient in number to render it impossible to tamper with the contents without leaving an obvious trace of violation.

The senders of such parcels shall be strongly recommended to furnish the relative Despatch Note, whenever possible, with an exact reproduction of the seal or special mark referred to above.

Article 14.

INDICATION OF THE WEIGHT OF INSURED PARCELS.

The exact weight in grammes of each parcel shall be entered by the Office of origin :

- (a) On the address side of the parcel ;
- (b) On the Despatch Note, in the place reserved for this purpose.

Article 15.

SERIAL NUMBER AND PLACE OF POSTING.

Each parcel and the relative Despatch Note as well shall bear a label indicating the serial number and the name of the Office of Posting. An Office of posting shall not use two or more series of labels at the same time, unless each series is provided with a distinctive mark.

Article 16.

DATE-STAMP IMPRESSION.

The Despatch Note shall be impressed by the Office of posting, on the address side, with a stamp showing the place and date of posting.

Article 17.

EXPRESS PARCELS.

Every Express parcel and the relative Despatch Note as well shall be impressed with a stamp or provided with a label bearing in bold type the word " Express " or " Expres ".

Article 18.

RETURN OF FRANKING NOTES. RECOVERY OF THE CHARGES ADVANCED.

1. The Office which advances the Customs and other charges on behalf of the sender of a "free of charge" parcel shall fill up, so far as it is concerned, the back of the Franking Note, and return the latter, accompanied by the relative vouchers, if any, in a sealed envelope, without any indication of the contents, to the Office specified on the front of the Franking Note.

2. When a parcel which bears the label "franc de tous droits" and is advised accordingly reaches the service of the country of destination without a Franking Note, the Office which undertakes the Customs clearance shall prepare a duplicate Franking Note, taking care to substitute the name of the country of origin of the parcel for that of the Administration to which it itself belongs. When the Franking Note is lost after the delivery of the parcel a duplicate shall be prepared under the same conditions.

3. Franking Notes relating to parcels which, for any reason whatsoever, are returned to origin must be cancelled by the Office which returns the parcels.

4. On receipt of a Franking Note showing the charges disbursed by the service of the country of destination, the Administration of the country of origin shall convert the amount of these charges into its own currency at a rate which it fixes itself, and which may not exceed the rate fixed for the issue of Money Orders for payment in the country in question. The result of the conversion shall be shown in the body of the form and be certified by the signature of the officer who made the conversion.

Article 19.

RE-TRANSMISSION.

1. The Office re-transmitting a missent parcel shall not levy Customs or other non-postal charges upon it.

When an Office returns such a parcel to the Office from which it has been directly received, it shall refund the credits received and report the error by means of a Verification Note.

In other cases, and if the amount credited to it is insufficient to cover the expenses of re-transmission which it has to defray, the re-transmitting Office shall allow to the Office to which it forwards the parcel the credits due for onward conveyance, it shall then recover the amount of the deficiency by claiming it from the Office of exchange from which the missent parcel was directly received. The reason for this claim shall be notified to the latter by means of a Verification Note.

2. When a parcel has been wrongly allowed to be despatched in consequence of an error attributable to the postal service and has, for this reason, to be returned to the country of origin, the Office which sends the parcel back shall allow to the Office from which it was received the sums credited in respect of it.

3. The charges on a parcel redirected, in consequence of the removal of the addressee or of an error on the part of the sender, to a country with which British Guiana or Dutch Guiana has parcel Post communication shall be claimed from the Administration to which the parcel is forwarded, unless the charge for conveyance is paid at the time of redirection, in which case the parcel shall be dealt with as if it had been addressed directly from the re-transmitting country to the new country of destination.

4. A parcel shall be re-transmitted in its original packing and shall be accompanied by the Despatch Note prepared by the Office of origin. If the parcel, for any reason whatsoever, has to be repacked, or if the original Despatch Note has to be replaced by a substitute Note, the name of the Office of origin of the parcel and the original serial number shall be entered both on the parcel and on the Despatch Note.

Article 20.

RETURN OF UNDELIVERED PARCELS.

1. If the sender of an undeliverable parcel has made a request not provided for by Article 16, section 2, of the Agreement, the Office of destination need not comply with it but may return the parcel to the Office of origin, after retention for the period prescribed by the regulations of the country of destination.

2. The Office which returns a parcel to the sender shall indicate clearly and concisely thereon the cause of non delivery. This information may be furnished in manuscript or by means of a stamped impression or a label.

3. A parcel to be returned to the sender shall be entered on the Parcel Bill with the word " Rebut " in the " Observations " column. It shall be dealt with and charged like a parcel re-directed in consequence of the removal of the addressee.

Article 21.

SALE. DESTRUCTION.

1. When a parcel has been sold or destroyed in accordance with the provisions of Article 18 of the Agreement, a report of the sale or destruction shall be prepared.

2. The proceeds of the sale shall be used in the first place to defray the charges upon the parcel. Any balance which there may be shall be forwarded to the Office of origin for payment to the sender, on whom the cost of forwarding it shall fall.

Article 22.

ENQUIRIES CONCERNING PARCELS.

For enquiries concerning parcels, which have not been returned, a form shall be used similar to the specimen annexed to the Detailed Regulations of the Parcel Post Agreement of the Universal Postal Union. These forms shall be forwarded to the offices appointed by the two Administrations to deal with them and they shall be dealt with in the manner mutually arranged between the two Administrations.

Article 23.

PARCEL BILL.

1. Parcels should be entered by the Despatching Office.

(a) Individually on a Parcel Bill similar to the specimen annexed to the Detailed Regulations of the Parcel Post Agreement of the Universal Postal Union.

(b) In bulk on a recapitulatory Parcel Bill that shall show the number of parcels or each rate, according to the scales or weight of 1, 3, 5 and 10 kilos, as well as the sum to be credited to the conveyors.

2. Each despatching Office of Exchange shall number the Parcel Bills in the top Left-hand corner in an annual series for each Office of exchange of destination, and as far as possible shall enter below the number the name of the ship conveying the Mail. A note of the last number of the year shall be made on the first Parcel Bill of the following year.

Article 24.

CHECK BY OFFICES OF EXCHANGE. NOTIFICATIONS OF IRREGULARITIES.

1. On the receipt of a Mail, whether of parcels or empty bags, the Office of Exchange shall check the parcels and the various documents which accompany them, or the empty bags as the case may be, against the particulars entered on the relative Bill, and if necessary, shall report missing articles or other irregularities by means of a Verification Note.

2. Any discrepancies 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 made on Parcel Bills not supported by vouchers shall not be considered valid.

Article 25.

ACCOUNTING FOR CREDITS.

1. Each Administration shall cause each of its Offices of Exchange to prepare monthly for all the Parcel Mails received from the Offices of Exchange of the other Administration a statement of the total amounts entered on the Parcel Bills, whether to its credit or to its debit.

2. These statements shall be afterwards summarised by the same Administration in an account, which, accompanied by the monthly statements, the Parcel Bills and the Verification Notes, if any, relating thereto, shall be forwarded to the corresponding Administration in the course of the month following that to which it relates.

3. The monthly accounts, after having been checked and accepted on both sides, shall be summarised in a general quarterly account prepared by the Administration to which the balance is due.

Article 26.

SETTLEMENT OF ACCOUNTS.

1. Payment of the balance of the account shall be made by the debtor to the creditor Administration in the manner prescribed by the Convention of the Postal Union for the liquidation of the balances of Transit Accounts.

2. The preparation and transmission of a general account and the payment of the balance of that account shall be effected as early as possible and, at the latest, within a period of six months from the end of the period to which the account relates. After the expiration of this term the sums due from one Administration to the other shall bear interest at the rate of 7 per cent per annum to be reckoned from the date of expiration of the said term.

Article 27.

FRANKING NOTES. ACCOUNTING FOR CUSTOMS CHARGES, ETC.

1. The accounting relative to the Customs Charges, etc. disbursed by each Administration on behalf of the other shall be effected by means of special monthly accounts which shall be prepared by the debtor Administration in the currency of the creditor country. The Franking Notes shall be entered in the accounts in alphabetical order of the Offices which have advanced the charges and follow the numerical order which these Offices have given them.

2. The special account accompanied by the Franking Notes shall be forwarded to the creditor Administration not later than the end of the month following that to which it relates. A " Nil " account shall not be prepared.

3. These accounts shall be checked in accordance with the rules fixed by the Detailed Regulations of the special Money Order Agreement between the two Administrations.

4. These accounts shall be settled either by a Money Order or by a draft in the currency of the creditor country or in any other manner mutually agreed upon.

Article 28.

COMMUNICATIONS AND NOTIFICATIONS.

Each Administration shall furnish to the other all necessary information on points of detail in connection with the working of the service.

Article 29.

ENTRY INTO FORCE AND DURATION OF THE DETAILED REGULATIONS.

The present Detailed Regulations shall come into operation on the day on which the Parcel Post Agreement comes into force and shall have the same duration as the Agreement. The Administrations concerned shall, however, have the power by mutual consent to modify the details from time to time.

Done in duplicate at Paramaribo the 28th day of December 1931 and at Georgetown the 4th day of January 1932.

(*Get.*) F. BIRKITT.
Postmaster General,
British Guiana.

By special authorisation of His Excellency
the Governor of Dutch Guiana of 24th
December 1931, No. 4211.

The Administrator of Finance,
(*Get.*) PREY.

Voor eensluidend afschrift :

De Gouvernements-Secretaris,
P. Kikkert.

Certifié pour copie conforme :

Le Secrétaire général
du Ministère des Affaires étrangères
des Pays-Bas :

A. M. Snouck-Hurgronje.