

N° 3255.

---

**ÉTATS-UNIS D'AMÉRIQUE  
ET DANEMARK**

Accord concernant l'échange des  
colis postaux. Signé à Copenha-  
gue, le 9 décembre 1932, et à  
Washington, le 28 décembre 1932.

---

**UNITED STATES OF AMERICA  
AND DENMARK**

Agreement concerning the Exchange  
of Parcel Post. Signed at Copen-  
hagen, December 9, 1932, and at  
Washington, December 28, 1932.

No. 3255. — AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND DENMARK CONCERNING THE EXCHANGE OF PARCEL POST. SIGNED AT COPENHAGEN DECEMBER 9, 1932, AND AT WASHINGTON, DECEMBER 28, 1932.

*Danish and English official texts communicated by the Permanent Delegate of Denmark accredited to the League of Nations. The registration of this Agreement took place September 2, 1933.*

The undersigned, provided with full powers by their respective governments, have by common consent and subject to ratification by the competent superior authorities, drawn up the following Agreement :

*Article I.*

OBJECT OF THE AGREEMENT.

Between the United States of America (including Alaska, Puerto Rico, the Virgin Islands, Guam, Samoa, and Hawaii) on one hand, and Denmark, including Faroe Islands and Greenland, on the other hand, there may be exchanged, under the denomination of parcel post, parcels up to the maximum weight and the maximum dimensions indicated in the Regulations of Execution.

*Article II.*

TRANSIT PARCELS.

1. Each Postal Administration guarantees the right of transit through its service, to or from any country with which it has parcel-post communication, of parcels originating in or addressed for delivery in the service of the other contracting Administration.

2. Each Postal Administration shall inform the other to which countries parcels may be sent through it as intermediary, and the amount of the charges due to it therefor, as well as other conditions.

3. 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 intermediate Administration.

<sup>1</sup> This Agreement was ratified by the President of the United States of America on January 9, 1933, and by His Majesty the King of Denmark on August 18, 1933, when it came into force. In consequence of an agreement arrived at between the Postal Administrations of the two countries, the provisions of the Agreement have been applied since July 1st, 1932.

*Article III.*

## POSTAGE AND FEES.

1. The Administration of origin is entitled to collect from the sender of each parcel the postage and the fees for requests for information as to the disposal of a parcel made after it has been posted, and also, in the case of insured parcels, the insurance fees and the fees for return receipts, that may from time to time be prescribed by its regulations.

2. Except in the case of returned or redirected parcels, the postage and such of the fees mentioned in the preceding section as are applicable, must be prepaid.

*Article IV.*

## PREPARATION OF PARCELS.

Every parcel shall be packed in a manner adequate for the length of the journey and the protection of the contents as set forth in the Regulations of Execution.

*Article V.*

## PROHIBITIONS.

1. The following articles are prohibited transmission by parcel post :

(a) A letter or a communication having 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 leeches.

(d) Any article the admission of which is forbidden by the Customs or other laws or regulations in force in either country.

(e) Any explosive or inflammable article, and in general, any article the conveyance of which is dangerous, including articles which from their nature or packing may be a source of danger to postal employees or may soil or damage other parcels.

(f) Obscene or immoral articles.

(g) It is, moreover, forbidden to send coin, bank notes, currency notes, or any kind of securities payable to bearer, platinum, gold or silver (whether manufactured or unmanufactured), precious stones, jewels, or other precious articles in uninsured parcels.

If a parcel which contains coin, bank notes, currency notes, or any kind of securities payable to bearer, platinum, gold or silver (whether manufactured or unmanufactured), precious stones, jewels, or other precious articles is sent uninsured, it shall be placed under insurance by the country of destination and treated accordingly.

2. When a parcel contravening any of those prohibitions is handed over by one Administration to the other, the latter shall proceed in accordance with its laws and inland regulations. Explosive or inflammable articles, as well as documents, pictures and other articles injurious to public morals may be destroyed on the spot by the Administration which has found them in the mails.

The fact that a parcel contains a letter, or a communication having the nature of a letter, may not, in any case, entail the return of the parcel to the sender. The letter, is, however, marked for the collection of postage due from the addressee at the regular rate.

The two Administrations advise each other, by means of the List of Prohibited Articles published by the International Bureau of the Universal Postal Union, of all prohibited articles. However, they do not assume, on that account, any responsibility towards the customs or police authorities, or the sender.

Article VI.

INSURANCE.

Parcels may be insured up to the amount of 500 francs gold or its equivalent in the currency of the country of origin. However, the Chiefs of the Postal Administrations of the two contracting countries may, by mutual consent, increase or decrease this maximum amount of insurance.

A parcel cannot give rise to the right to an indemnity higher than the actual value of its contents, but it is permissible to insure it for only part of that value.

Article VII.

INDEMNITY.

1. Except in the cases mentioned in the Sections following, the Administrations are responsible for the loss of insured parcels mailed in one of the two contracting countries for delivery in the other and for the loss, abstraction of or damage to their contents, or a part thereof.

The sender, or other rightful claimant, is entitled on this account to an indemnity corresponding to the actual amount of the loss, abstraction or damage. The amount of indemnity is calculated on the basis of the actual value (current price, or, in the absence of current price, at the ordinary estimated value) at the time and place of mailing, of the parcel, provided in any case that the indemnity shall not exceed the amount for which the parcel was insured and on which the insurance fee has been collected, or the maximum of 500 francs gold.

In the case where indemnity is payable for the loss of a parcel or for the destruction or abstraction of the whole of the contents thereof, the sender is entitled to the return of the postal charges, if claimed. However, the insurance fees are not in any case returned.

In the absence of special agreement to the contrary between the countries involved no indemnity will be paid by either country for the loss of transit insured parcels originating in a country not participating in this Agreement and destined for one of the two contracting countries.

When an insured parcel originating in one country and addressed for delivery in the other country is reforwarded from there to a third country or is returned to a third country at the request of the sender or addressee, the party entitled to the indemnity, in case of loss, rifling or damage occurring subsequent to the reforwarding or return of the parcel by the original country of destination, can lay claim, in such cases, only to the indemnity which the country where the loss, rifling or damage occurred consents to pay, or which that country is obligated to pay in accordance with the agreement made between the countries directly interested in the reforwarding or return. Either of the two countries signing the present Agreement which wrongly forwards an insured parcel to a third country is responsible to the sender to the same extent as the country of origin, that is, within the limit of the present Agreement.

2. The Administrations are relieved of all responsibility.

(a) In case of parcels of which the addressee has accepted delivery without reservation.

(b) In case of loss or damage through force majeure (causes beyond control) although either Administration may at its option and without recourse to the other Administration pay indemnity for loss or damage due to *force majeure* even in cases where the

Administration of the country in the service of which the loss or damage occurred recognizes that the damage was due to *force majeure*.

(c) When they are unable to account for parcels in consequence of the destruction of official documents through *force majeure*.

(d) When the damage has been caused by the fault or negligence of the sender or the addressee or the representative of either, or when it is due to the nature of the article.

(e) For parcels which contain prohibited articles.

(f) In case the sender of an insured parcel, with intent to defraud, shall declare the contents to be above their real value ; this rule, however, shall not prejudice any legal proceedings necessitated by the legislation of the country of origin.

(g) For parcels seized by the customs because of false declaration of contents.

(h) When no inquiry or application for indemnity has been made by claimant or his representative within a year commencing with the day following the posting of the insured parcel.

(i) For parcels which contain matter of no intrinsic value or perishable matter 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, rifling or damage may pay indemnity in respect of such parcels without recourse to the other Administration.

3. No compensation shall be given for indirect loss or loss of profits of any parcel transmitted under this Agreement.

4. The payment of compensation for an insured parcel shall be made to the rightful claimant as soon as possible and at the latest within a period of one year counting from the day following that on which the application is made.

However, the paying Postal Administration may exceptionally defer payment of indemnity for a longer period than that stipulated if, at the expiration of that period, it has not been able to determine the disposition made of the article in question or the responsibility incurred.

5. Except in cases where payment is exceptionally deferred as provided in the second paragraph of the foregoing section, the Postal Administration which undertakes the payment of compensation is authorised to pay indemnity on behalf of the office which, after being duly informed of the application for indemnity, has let nine months pass without settling the matter.

6. The obligation of paying the indemnity shall rest with the Postal Administration to which the mailing office is subordinate, provided that in cases where the indemnity is paid to the addressee in accordance with the second paragraph of the first section, it shall rest with the Postal Administration of destination.

The paying Administration retains the right to make a claim against the Administration responsible.

7. Until the contrary is proved, responsibility for an insured parcel rests with the Postal Administration which having received the parcel without making any observation and being furnished all necessary particulars for inquiry is unable to show its proper disposition.

8. Responsibility for loss, abstraction or damage of an insured parcel discovered by the receiving office of exchange at the time of opening the receptacles and duly notified to the dispatching office of exchange by Bulletin of Verification shall fall upon the Postal Administration to which the dispatching office of exchange is subordinate unless it be proved that the damage occurred in the service of the receiving Administration.

9. If the loss, abstraction or damage has occurred in course of conveyance, without its being possible to ascertain in which service the irregularity took place, the Postal Administrations concerned bear the loss in equal shares.

10. The Postal Administration responsible or on whose account payment is made in accordance with Section 5 is bound to repay to the country making payment on its behalf, without delay and within not more than six months after receiving notice of payment, the amount of indemnity paid.

11. Repayments are to be made free of cost to the creditor Administration by means of either a money order or a draft, in money valid in the creditor country, or by such other means as may be mutually agreed upon by correspondence.

12. Repayments of indemnity by one country to the other will be made on the gold basis.

13. The responsibility of properly enclosing, packing and sealing insured parcels rests upon the sender, and the postal service of neither country will assume liability for loss, rifling or damage arising from defects which may not be observed at the time of posting.

14. The Postal Administrations of the two contracting countries will not be responsible for the loss, abstraction or damage of an ordinary parcel ; but either Administration is at liberty to indemnify for the loss, abstraction or damage which may occur in its service, without recourse to the other Administration.

#### Article VIII.

##### CERTIFICATE OF MAILING. RECEIPTS.

The sender will, on request at the time of mailing an ordinary (uninsured) parcel, receive a certificate of mailing from the post office where the parcel is mailed, on a form provided for the purpose ; and each country may fix a reasonable fee therefor.

The sender of an insured parcel receives without charge, at the time of posting, a receipt for his parcel.

#### Article IX.

##### RETURN RECEIPTS AND INQUIRIES.

1. 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 and under the conditions laid down in the Regulations.

2. A fee may be charged, at the option of the country of origin, on a request for information as to the disposal of an ordinary parcel and also 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.

3. A fee may also be charged, at the option of the country of origin, in connection with any complaint of any irregularity which *prima facie* was not due to the fault of the Postal Service.

#### Article X.

##### RECALLS AND CHANGE OF ADDRESS.

So long as a parcel has not been delivered to the addressee, the sender may recall it or cause its address to be changed. The Postal Administration of the country of origin may collect and retain, for this service, the charge fixed by its regulations. The requests for recall or change of address of parcels to be delivered in the United States of America shall be addressed to the Central Administration at Washington ; those relating to parcels for delivery in Denmark shall be addressed to the office of destination of the parcel.

*Article XI.*

## CUSTOMS CHARGES.

The parcels are subject to all customs laws and regulations in force in the country of destination. The duties collectible on that account are collected from the addressee on delivery of the parcel in accordance with the customs regulations.

*Article XII.*

## CUSTOMS CHARGES TO BE CANCELLED.

The customs charges on parcels sent back to the country of origin or redirected to another country shall be cancelled both in Denmark and the United States of America.

*Article XIII.*

## FEE FOR CUSTOMS CLEARANCE.

The office of delivery may collect from the addressee either in respect of delivery to the customs and clearance through the customs or in respect of delivery to the customs only, a fee not exceeding 10 cents (50 centimes) per parcel.

*Article XIV.*

## DELIVERY TO THE ADDRESSEE. FEE FOR DELIVERY AT THE PLACE OF ADDRESS.

Parcels are delivered to the addressees as quickly as possible in accordance with the conditions in force in the country of destination. This country may collect, in respect of delivery of parcels to the addressee a fee not exceeding 10 cents (50 centimes) per parcel. The same fee may be charged, if the case arises, for each presentation after the first at the addressee's residence or place of business.

*Article XV.*

## WAREHOUSING CHARGES.

The country of destination is authorized to collect the warehousing charge fixed by its legislation for parcels addressed " *Poste Restante* " or which are not claimed within the prescribed period. This charge may in no case exceed one dollar (5 francs).

*Article XVI.*

## MISSENT PARCELS.

Ordinary parcels, when missent, are reforwarded to their correct destination by the most direct route at the disposal of the reforwarding Administration. They must not be charged with customs or other charges by that Administration. Insured parcels, when missent, may not be reforwarded to their destination except as insured mail. If this is impossible, they must be returned to origin.

When the reforwarding involves the return of the parcel to the office of origin, the retransmitting Administration refunds to that office the credits received and reports the error by a *Bulletin of Verification*.

When the reforwarding involves the dispatch of a parcel to a third country and if the amount credited to the retransmitting Administration is insufficient to cover the expenses of retransmission which it has to defray, the retransmitting Administration recovers 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 is notified to the latter by means of a Bulletin of Verification.

#### *Article XVII.*

##### REDIRECTION.

1. A parcel may be redirected in consequence of the addressee's change of address in the country of destination, at the request of either the sender or the addressee.

For the parcels redirected in its territory, the Postal Administration of the country of destination may collect additional charges fixed by its internal regulations. These charges shall not be cancelled even in case the parcel is returned to origin or reforwarded to another country.

2. A parcel may be redirected out of the country of original address only at the sender's or the addressee's request and provided that the parcel complies with the conditions required for its further conveyance. Insured parcels shall not be redirected to another country except as insured mail.

New postage, as well as new insurance fees, in the case of insured parcels, may, if not prepaid, be collected upon delivery.

The sender is entitled to forbid, by means of a suitable entry on the dispatch note and on the parcel, any redirection.

#### *Article XVIII.*

##### SALE OR DESTRUCTION.

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

If for any reason a sale is impossible, the spoilt or worthless articles shall be destroyed. The sale or destruction shall be recorded and report made to the Postal Administration of the country of origin.

2. After the expiration of thirty days from the date of receipt at the office of destination, undeliverable parcels which the sender has marked "Abandon" may be sold at auction or otherwise disposed of as provided by the legislation of the country of destination. When insured parcels are involved, proper record will be made and the Administration of the country of origin notified as to the disposition made of the parcels. The Administration of the country of origin shall also be notified when for any other reason an insured parcel which is not delivered is not returned to the country of origin.

#### *Article XIX.*

##### NONDELIVERY.

1. The sender of a parcel may make a request at the time of mailing, as to the disposal of the parcel in the event of it not being deliverable as addressed, the particulars of which are set forth in the Regulations.

2. If the sender does not make any request in accordance with the foregoing Section, or the sender's request has not resulted in delivery, undeliverable parcels will be returned to the sender without previous notification at the expiration of thirty days, while parcels refused by the addressee will be returned at once.



3. The provisions of Article XX, Section 3, shall be applied to a parcel to be returned to the country of origin in consequence of nondelivery.

New postage, as well as new insurance fees, in the case of insured parcels, may, if not prepaid, be collected from the sender upon the return of his parcel.

#### *Article XX.*

##### CHARGES.

1. For each parcel exchanged between the contracting countries (Article I) the dispatching office credits to the office of destination, in the parcel bills, the quotas due to the latter, and indicated in the Regulations of Execution.

2. The sums to be paid for a parcel in transit, that is, parcels destined either for a possession or for a third country, are likewise indicated in the Regulations of Execution.

3. In case of reforwarding or return to origin of a parcel, if new postage and new insurance fees (in the case of insured parcels) are collected by the redispaching office, the parcel is treated as if it had originated in that country. Otherwise, the redispaching office recovers from the other office the quota due to it, namely, as the case may be :

- (a) the charges prescribed by Section 1 above ;
- (b) the charges for reforwarding or return ;
- (c) the customs clearance, delivery and storage charges provided for by Articles XIII, XIV and XV.

In case of reforwarding or return to a third country, the accrued charges, that is, such of the charges mentioned in (a), (b) and (c) above as are applicable, shall follow the parcel, but in the case that the third country concerned refuses to assume the charges because they cannot be collected from the addressee or sender, as the case may be, or for any other reason, they shall be charges back to the country of origin.

In the case of a parcel returned or reforwarded in transit through one of the two Administrations to or from the other, the intermediary Administration may claim also the sum due to it for any additional territorial or sea service provided, together with any amounts due to any other Administration or Administrations concerned.

#### *Article XXI.*

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

The parcels to which this Agreement applies shall not be subject to any postal charges other than those contemplated by the different articles hereof.

#### *Article XXII.*

##### AIR PARCELS.

The Chiefs of the Postal Administrations of the two contracting countries have the right to fix by mutual consent the air surtax and other conditions in the case where the parcels are conveyed by the air routes.

#### *Article XXIII.*

##### TEMPORARY SUSPENSION OF SERVICE.

In extraordinary circumstances such as will justify the measure, either Administration may temporarily suspend the parcel post service, either entirely or partially, on condition of giving immediate notice, if necessary by telegraph, to the other Administration.

*Article XXIV.*

## MATTERS NOT PROVIDED FOR IN THE PRESENT AGREEMENT.

1. Unless they are provided for in the present Agreement, all questions concerning requests for recall or return of parcels and the obtaining and disposition of return receipts and adjustment of indemnity claims in connection with insured parcels, shall be governed by the provisions of the Universal Postal Convention and its Regulations of Execution, in so far as they are applicable and are not contrary to the foregoing provisions. If the case is not provided for at all, the domestic legislation of the United States or of Denmark, or the decisions made by one country or the other, are applicable in the respective country.

2. The details relative to the application of the present Agreement will be fixed by the two Administrations in Regulations of Execution, the provisions of which may be modified or completed by common consent by way of correspondence. A similar agreement through correspondence may be made with a view to the exchange of collect-on-delivery parcels.

3. The two Administrations shall notify each other mutually of their laws, ordinances and tariffs concerning the exchange of parcel post, as well as of all modifications in rates which may be subsequently made.

*Article XXV.*

## ENTRY INTO FORCE AND DURATION OF AGREEMENT.

1. This Agreement substitutes and abrogates that signed at Copenhagen the twenty-eighth day of April, one thousand nine hundred and twenty-two, and at Washington<sup>1</sup> the eighth day of June, one thousand nine hundred and twenty-two.

2. It shall become effective on ratification, but pending ratification it may be put into force administratively on a date to be mutually settled between the Administrations of the two countries.

It shall remain in force until one of the Administrations of the two contracting countries has given notice to the other, six months in advance of its intention to terminate it.

Done in duplicate and signed at Copenhagen, the ninth day of December 1932, and at Washington, the twenty-eighth day of December 1932.

(Signed) G. MONDRUP,  
*The Director General of Posts of Denmark.*

(Signed) Walter F. BROWN,  
*The Postmaster General  
of the United States of America.*

Pour copie conforme :

H. A. Bernhoft,  
*Secrétaire-général  
du Ministère des Affaires étrangères.*

---

<sup>1</sup> Vol. XI, page 311, of this Series.

## ERRATA

---

### Volume XXII, N° 553.

Page 2, page 25, page 42, 3<sup>e</sup> ligne et page 52, 6<sup>e</sup> ligne, Page 3, page 25, and page 43, 3rd line,

Au lieu de : « 23 juin »,

Lire : « 22 juin ».

Instead of : “ June 23 ”,

Read : “ June 22 ”.

Page 53, 7th line,

Instead of : “ third day of June ”.

Read : “ second day of June ”.

Page 26, 3<sup>e</sup> ligne et page 34, dernière ligne du texte, Page 26, 3rd line and page 34, last line of text,

Au lieu de : « 23. Juni ».

Lire : « 22. Juni ».

Instead of : “ 23. Juni ”,

Read : “ 22. Juni ”.

Page 27, 3<sup>e</sup> ligne et page 35, avant dernière ligne du texte, Page 27, 3rd line and page 35, penultimate line of the text,

Au lieu de : « 23 czerwca ».

Lire : « 22 czerwca ».

Instead of : “ 23 czerwca ”.

Read : “ 22 czerwca ”.

### Volume XCIV, N° 2152, page 345.

1<sup>re</sup> et 28<sup>e</sup> lignes :  
1st and 28th lines :

Au lieu de :

Instead of :

“ ...the existence of such a treaty shall not debar the Union of Soviet Socialist Republics from enjoying the treatment *accorded to the most favoured nation...* ”

Lire :

Read :

“ ...the existence of such a treaty shall not debar the Union of Soviet Socialist Republics from enjoying the treatment *of a specially privileged nation...* ”

---