

N° 3182.

ALLEMAGNE
ET GRANDE-BRETAGNE
ET IRLANDE DU NORD

Arrangement entre l'Administration des Postes de la colonie et du protectorat de Kenia et du protectorat de l'Ouganda et l'Administration des Postes de l'Allemagne concernant l'échange des colis postaux, et règlement d'exécution y annexé. Signés à Nairobi, le 7 septembre 1932, et à Berlin, le 29 octobre 1932.

GERMANY
AND GREAT BRITAIN AND
NORTHERN IRELAND

Agreement between the Post Office of Kenya Colony and Protectorate and Uganda Protectorate and the Post Office of Germany for the Exchange of Parcels by Parcel Post, and Detailed Regulations annexed thereto. Signed at Nairobi, September 7, 1932, and at Berlin, October 29, 1932.

TEXTE ALLEMAND. — GERMAN TEXT.

N^o 3182. — POSTPAKETABKOMMEN¹ ZWISCHEN DER DEUTSCHEN REICHSPOST UND DER POSTVERWALTUNG VON KENYA UND UGANDA. GEZEICHNET IN NAIROBI, AM 7. SEPTEMBER 1932 UND IN BERLIN, AM 29. OCTOBER 1932.

Textes officiels allemand et anglais communiqués par le secrétaire d'Etat aux Affaires étrangères de Sa Majesté en Grande-Bretagne. L'enregistrement de cet accord a eu lieu le 3 mai 1933.

Die Postverwaltungen von Deutschland und Kenya und Uganda sind übereingekommen, einen geregelten unmittelbaren Austausch von Postpaketen zwischen den Auswechslungs-Postanstalten in Hamburg 7 und Mombasa auszuführen.

ABKOMMEN.

Artikel 1.

GEWICHTS- UND AUSDEHNUNGSGRENZEN.

1. Das Meistgewicht der in Kenya und Uganda aufgelieferten Pakete nach Deutschland und der in Deutschland aufgelieferten Pakete nach Kenya und Uganda beträgt 10 Kilogramm oder 22 Pfund. Die Höchstmasse der Pakete aus Kenya und Uganda nach Deutschland dürfen 3 Fuss 6 Zoll in der Länge oder 6 Fuss in Länge und Umfang zusammen, die Höchstmasse der Pakete aus Deutschland nach Kenya und Uganda 1,05 Meter in der Länge und 54 Kubikdezimeter im Rauminhalt nicht überschreiten.

2. Für die richtige Berechnung des Gewichts und des Rauminhalts oder der Abmessungen des Pakets ist die Ansicht der Aufgabeverwaltung massgebend, es sei denn, dass offenbar ein Irrtum vorliegt.

Artikel 2.

DURCHGANG DER PAKETE.

Die beiden Verwaltungen gewährleisten das Recht des Durchgangs für Pakete durch ihr Gebiet nach oder von einem Land, mit dem sie Paketpostverbindungen unterhalten.

Die Durchgangspakete unterliegen den Bestimmungen dieses Abkommens und der Vollzugsordnung, soweit sie anwendbar sind.

¹ Entré en vigueur le 2 janvier 1933.

No. 3182. — AGREEMENT¹ BETWEEN THE POST OFFICE OF KENYA COLONY AND PROTECTORATE AND UGANDA PROTECTORATE AND THE POST OFFICE OF GERMANY FOR THE EXCHANGE OF PARCELS BY PARCEL POST. SIGNED AT NAIROBI, SEPTEMBER 7, 1932, AND AT BERLIN, OCTOBER 29, 1932.

German and English official texts communicated by His Majesty's Secretary of State for Foreign Affairs in Great Britain. The registration of this Agreement took place May 3, 1933.

The Post Offices of Kenya Colony and Protectorate and Uganda Protectorate and Germany agree to effect a regular direct exchange of parcels between Mombasa and Hamburg 7.

AGREEMENT.

Article 1.

LIMITS OF WEIGHT AND SIZE.

1. A parcel for Germany posted in Kenya and Uganda shall not exceed 22 pounds in weight, 3 feet 6 inches in length and 6 feet in length and girth combined; and a parcel for Kenya and Uganda posted in Germany shall not exceed 10 kilogrammes in weight, 1.05 metres in length and 54 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 Postal 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 Came into force January 2, 1933.

Article 3.

PREPAYMENT OF POSTAGE. RATES.

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

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

Article 4.

TERRITORIAL RATE.

For parcels despatched from one of the two countries for delivery in the other, the territorial rates of Kenya and Uganda shall be Fr. 1.20, Fr. 2.10, Fr. 2.70 and Fr. 4.— for parcels not exceeding 3, 7, 11 and 22 lbs. respectively ; and the territorial rates of Germany shall be Fr. 0.60, Fr. 1.— Fr. 2.— for parcels not exceeding 1, 5 and 10 kg. respectively.

The Postal Administration of Germany reserves the right to vary its charges in accordance with any modifications which may be introduced in the matter of charges by international conventions subsequent to the London Agreement of 1929.

The Postal Administration of Kenya and Uganda reserves the right to vary its territorial rates in accordance with any alternations of these charges which may be decided upon in connexion with its parcel post relations with other countries generally.

Article 5.

SEA RATE.

Each of the two Postal Administrations shall be entitled to fix the rate for any sea service, which it provides.

Article 6.

FEE FOR DELIVERY AND FOR CLEARANCE THROUGH THE CUSTOMS.

The Postal Administration of Germany may collect, in respect of delivery and clearance through the Customs, a fee not exceeding Fr. 1.— per parcel or such other charge as international conventions subsequent to the London Agreement of 1929 shall fix. The Postal Administration of Kenya and Uganda may collect such fee as it may from time to time fix for similar services in its parcel post relations with other countries generally.

Article 7.

CUSTOMS AND OTHER NON-POSTAL CHARGES.

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

Article 8.

WAREHOUSING CHARGE.

Each of the two Postal Administrations may collect any warehousing charge fixed by its legislation for every parcel which is not claimed within the prescribed period.

Article 9.

PROHIBITIONS.

1. Postal parcels must not contain any letter, note or document having the character of an actual and personal correspondence nor packets of any kind bearing an address other than that of the addressee of the parcel or of persons dwelling with him.

It is, however, permissible to enclose in a parcel an open invoice confined to the particulars which constitute an invoice.

2. It is also forbidden to enclose in a parcel :

(a) Articles which from their nature or packing may be a source of danger to the officers of the Post Office or soil or damage other parcels ;

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

(c) Live animals (except bees, which must be enclosed in boxes so constructed as to avoid all danger to postal officers and to allow the contents to be ascertained) ;

(d) Articles the admission of which is forbidden by law or by the Customs or other regulations ;

(e) Articles of an obscene or immoral nature.

It is moreover forbidden to send coin, platinum, gold or silver, whether manufactured or unmanufactured, precious stones, jewels, 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 country of origin, unless the Postal Administration of the country of destination is authorised by its legislation to dispose of it otherwise.

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 country of origin.

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

5. If a parcel wrongly admitted to the post is neither returned to origin nor delivered to the addressee the Administration of the country of origin shall be informed in a precise manner of the treatment accorded to the parcel in order that it may take such steps as are necessary.

Article 10.

ADVICE OF DELIVERY.

The sender may obtain an advice of delivery for an insured parcel under the conditions prescribed for Postal Packets by the Convention of the Postal Union. An advice of delivery cannot be obtained for an uninsured parcel.

Article 11.

REDIRECTION.

1. A parcel may be redirected in consequence of the addressee's change of address in the country of destination. The Postal 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 this 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 Administration of the country of destination does not agree to cancel.

Article 12.

MISSENT PARCELS.

Parcels received out of course, or wrongly allowed to be despatched, shall be transmitted or returned in accordance with the provisions of Article 16, sections 1 and 2, of the Detailed Regulations.

Article 13.

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 Postal Administration of the country of destination.

Nevertheless, a parcel which is definitely refused by the addressee shall be returned immediately.

2. The sender may request at the time of posting that, if the parcel cannot be delivered as addressed, it may either be (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 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 ”. 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 28.

Article 14.

CANCELLATION OF CUSTOMS CHARGES.

Both parties to this Agreement undertake to urge their respective Customs Administrations^s 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 15.

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 16.

ABANDONED PARCELS.

Parcels which cannot be delivered to the addressees and which the senders have abandoned shall not be returned by the Postal Administration of the country of destination but shall be treated in accordance with its legislation. No claim shall be made by the Administration of the country of destination against the Administration of the country of origin in respect of such parcels.

Article 17.

ENQUIRIES.

1. A fee not exceeding 1 franc may 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 of the parcel.
3. When an enquiry is the outcome of an irregularity in the postal service, the enquiry fee shall be refunded.

Article 18.

INSURED PARCELS, RATES AND CONDITIONS.

1. Parcels may be insured up to a limit of 3000 francs.
2. An insurance fee, to be fixed by the Postal Administration of the country of origin, shall be charged for each 300 francs or part thereof of the insured value.
3. The Administration of the country 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 19.

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.

A parcel of which the contents have no pecuniary value may, however, be insured for a nominal sum in order to obtain the safeguards of the insurance system.

Article 20.

RESPONSIBILITY FOR LOSS, DAMAGE, OR ABSTRACTION.

1. Except in the cases mentioned in the following Article, the two Postal 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. For uninsured parcels the amount of compensation shall not exceed 10 Francs for a parcel not exceeding 1 kilogramme (or 3 lbs.), 25 Francs for a parcel exceeding 1 kilogramme but not exceeding 5 kilogrammes (11 lbs.) and 40 Francs for a parcel exceeding 5 kilogrammes but not exceeding 10 kilogrammes (22 lbs.) in weight. For an insured parcel the amount of compensation shall not exceed the amount for which it was insured.

In cases where the loss, abstraction or damage occurs in the service of the country of destination, the Administration of the country of destination may pay compensation to the addressee at its own expense and without consulting the Administration of the country 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 insurance fees and if the case arises the despatch fee shall be retained by the Postal Administrations concerned.

Article 21.

EXCEPTIONS TO THE PRINCIPLE OF RESPONSIBILITY.

The two Postal 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 9 ;
- (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 the sender has not made enquiry within the period prescribed by Article 17 ;
- (g) In respect of any parcels containing precious stones, jewellery or any article of gold, silver or platinum exceeding 2500 francs in value not packed in a box of the size prescribed by Article 6, section 3, of the Detailed Regulations.

Article 22.

TERMINATION OF RESPONSIBILITY.

The two Postal 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 23.

PAYMENT OF COMPENSATION.

The payment of compensation shall be undertaken by the Postal Administration of the country of origin except in the cases indicated in Article 20, section 1, where payment is made by the Postal Administration of the country of destination. The Administration of the country of origin may, however, after obtaining the sender's consent, authorise the Administration of the country of destination to settle with the addressee. The paying Administration retains the right to make a claim against the Administration responsible.

Article 24.

PERIOD FOR PAYMENT OF COMPENSATION.

1. Compensation shall be paid as soon as possible and, at the latest, within one year from the date following the date of the enquiry.

2. The Postal Administration of the country of origin is authorized to settle with the sender on behalf of the other Administration if the latter, after being duly informed of the application, has let nine months pass without giving a decision in the matter.

3. The Administration of the country of origin 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 25.

INCIDENCE OF COST OF COMPENSATION.

1. Until the contrary is proved responsibility shall rest with the Postal Administration which, having received the parcel from the other Administration 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 his agent, or regular transfer to the following Postal Administration 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 it 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 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 26.

REPAYMENT OF THE COMPENSATION TO THE POSTAL ADMINISTRATION OF THE COUNTRY OF ORIGIN.

The Administration responsible or on whose account the payment is made in accordance with Article 23 is bound to repay the amount of the compensation within a period of 3 months after notification of payment. The amount shall be recovered from the Administration responsible through the Accounts provided for in Article 22, section 2, of the Detailed Regulations.

The Administration 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 27.

CREDITS FOR CONVEYANCE.

For each parcel despatched from one of the two countries for delivery in the other the despatching office shall allow to the office of destination the rates which accrue to it by virtue of the provisions of Articles 4 and 5.

For each parcel despatched from one of the two countries in transit through the other the despatching office shall allow to the other office the rates due for the conveyance and insurance of the parcel.

Article 28.

CLAIMS IN CASE OF REDIRECTION OR RETURN.

In case of the redirection or of the return of a parcel from one country to the other, the retransmitting Administration shall claim from the other Administration the charges due to it and to any other Administration taking part in the redirection or return. The claim shall be made on the Parcel Bill relating to the Mail in which the parcel is forwarded.

Article 29.

CHARGE FOR REDIRECTION IN THE COUNTRY OF DESTINATION.

In case of further redirection or of return to the country of origin, the redirection charge prescribed by Article 11, section 2 shall accrue to the country which redirected the parcel within its own territory.

Article 30.

MISCELLANEOUS FEES.

1. The following fees shall be retained in full by the Postal Administration which has collected them :

- (a) The fee for Advice of Delivery referred to in Article 10 ;
- (b) The enquiry fee referred to in Article 17, section 1 ;
- (c) The despatch fee for an insured parcel referred to in Article 18, section 3.

2. The fee for delivery and for Customs clearance referred to in Article 6 shall be retained by the Administration of the country of destination.

Article 31.

INSURANCE FEE.

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

Article 32.

MISCELLANEOUS PROVISIONS.

1. The francs and centimes mentioned in this Agreement are gold francs and centimes as defined in the Postal Union Convention.
2. Parcels shall not be subjected to any postal charges other than those contemplated in this Agreement except by mutual consent of the two Postal 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 present 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 Kenya and Uganda and Germany 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 33.

ENTRY INTO FORCE AND DURATION OF THE AGREEMENT.

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

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

Done in duplicate at Nairobi on the seventh day of September, 1932 and at Berlin on the twenty-ninth day of October, 1932.

(Signed) T. FITZGERALD,
Postmaster General
Colony and Protectorate of Kenya and
Uganda Protectorate.

DETAILED REGULATIONS

FOR CARRYING OUT THE PARCEL POST AGREEMENT BETWEEN THE POST OFFICE OF THE KENYA COLONY AND PROTECTORATE AND UGANDA PROTECTORATE AND THE POST OFFICE OF GERMANY.
DATED SEPTEMBER 7/OCTOBER 29, 1932.

Article 1.

CIRCULATION.

1. Each Postal Administration shall forward by the routes and means which it uses for its own parcels, parcels delivered to it by the 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 appointed by agreement between the two Postal Administrations.
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 despatched by one of the two contracting countries in transit through the other shall be effected "à découvert".

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 bill and other documents shall be distinctively labelled.

5. Insured parcels shall be forwarded in separate bags; and the labels of these bags shall be marked with any distinctive symbol that may from time to time be agreed upon by the two Administrations.

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

7. 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.

Responsibility for the loss of empty bags shall be determined on the principles prescribed for the loss of parcels in Article 25 of the Agreement.

Article 3.

INFORMATION TO BE FURNISHED.

1. Each Postal 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 ;

(e) 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 Postal Administration shall be at liberty to adopt such approximate equivalents as may be convenient in its own currency.

Article 5.

MAKE-UP 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 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.

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 two receptacles. Between the first receptacle (bottle, flask, pot, box, etc.,) and the second (box of metal or 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. Dry colouring powders such as aniline, etc., shall be admitted only if enclosed in stout metal boxes placed inside wooden boxes with sawdust between the two receptacles.

3. Every parcel containing precious stones, jewellery or any article of gold, silver or platinum exceeding 2500 francs in value shall be packed in a box measuring not less than 3 feet 6 inches (1.05 metres) in length and girth combined.

Article 7.

DESPATCH NOTES AND CUSTOMS DECLARATIONS.

1. Each parcel shall be accompanied by a Despatch Note and by a set of 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.

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

Article 8.

ADVICE OF DELIVERY.

1. Insured parcels of which the senders ask for an advice of delivery shall be very prominently marked "Rückschein", "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 Convention of the Postal Union. This advice of delivery form shall be prepared by the office of origin or by any other office appointed by the Administration of the country of origin and 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 form.

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 9 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 "Duplicata de l'avis de réception".

Article 9.

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 or any other office appointed by the Administration of the country 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 Convention of the Postal Union have been affixed.

The form of enquiry accompanied by the advice of delivery form shall be treated according to the provisions of Article 19 below, with the single exception that, in the 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 in the manner prescribed in paragraph 3 of the preceding Article.

Article 10.

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 insured value shall be converted into gold francs by the Postal Administration of the country of origin. The result of the conversion shall be indicated distinctly by new figures, placed beside or below those representing the amount of the insured value in the currency of the country of origin.

Article 11.

INSURANCE LABELS, ETC.

Every insured parcel and its Despatch Note as well posted in Kenya and Uganda shall bear a small red label with the indication " Insured " or " valeur déclarée " in Roman characters. Insured parcels (and relative Despatch Notes) posted in Germany shall bear yellowish labels with the letter " V ", the number and the name of the Office of origin (in red colour).

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 12.

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 13.

INDICATION OF WEIGHT OF INSURED PARCELS.

The exact weight in grammes of each Insured parcel shall be entered by the Postal Administration of the country of origin :

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

Article 14.

SERIAL NUMBER AND PLACE OF POSTING.

Each parcel and the relative Despatch Note as well shall bear the name of the Office of posting and a label indicating the serial number. 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 15.

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 16.

1. The Postal Administration retransmitting a missent parcel shall not levy Customs or other non-postal charges upon it.

When an Administration returns such a parcel to the country 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 retransmission which it has to defray, the re-transmitting Administration shall allow to the Administration 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 Administration which sends the parcel back shall allow to the Administration from which it was received the sums credited in respect of it.

3. The charges on a parcel re-directed, in consequence of the removal of the addressee or of an error on the part of the sender, to a country with which Kenya and Uganda or Germany 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 re-direction, 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 which is re-directed unpaid shall be re-transmitted in its original packing and shall be accompanied by the original Despatch Note. If the parcel, for any reason whatsoever, has to be re-packed, or if the original Despatch Note has to be replaced by a substitute Note, it is essential that the name of the office of origin of the parcel and the original serial number and, if possible, the date of posting at that office appear both on the parcel and on the Despatch Note.

Article 17.

RETURN OF UNDELIVERABLE PARCELS.

1. If the sender of an undeliverable parcel has made a request not provided for by Article 13, section 2, of the Agreement, the Postal Administration of the country of destination need not comply with it but may return the parcel to the country of origin, after retention for the period prescribed by the regulations of the country of destination.

2. The Administration which returns a parcel to the sender shall indicate clearly and concisely on the parcel and on the relative Despatch Note the cause of non-delivery. This information may be furnished in manuscript or by means of a stamped impression or a label. The original Despatch Note belonging to the returned parcel must be sent back to the country of origin with the parcel.

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 redirected in consequence of the removal of the addressee.

Article 18.

SALE. DESTRUCTION.

1. When a parcel has been sold or destroyed in accordance with the provisions of Article 15 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 Postal Administration of the country of origin for payment to the sender, on whom the cost of forwarding it shall fall.

Article 19.

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 Postal Administrations to deal with them and they shall be dealt with in the manner mutually arranged between the two Administrations.

Article 20.

PARCEL BILL.

1. Insured, returned and unpaid redirected parcels shall be entered individually by the despatching office of exchange on a parcel bill similar to the specimen annexed to the Detailed Regulations of the Parcel Post Agreement of the Universal Postal Union. Other parcels, except transit parcels, shall be entered on the Parcel Bills in bulk with a summary statement of the amounts to be credited. Transit parcels shall be entered individually provided that two or more transit parcels, addressed to the same country for which the same amount of credit has to be allowed, may be entered in bulk. The Despatch Notes, Customs Declarations, Advices of Delivery, etc., shall be forwarded with the Parcel Bill.

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 on the following year.

Article 21.

CHECK BY OFFICES OF EXCHANGE. NOTIFICATION OF IRREGULARITIES.

1. On the receipt of a Mail, whether of Parcels or of 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 22.

ACCOUNTING FOR CREDITS.

1. Each Postal Administration shall cause each of its offices of Exchange to prepare quarterly for all the parcel mails despatched to it during the quarter by each of 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 summarized by the same Administration in an account, which accompanied by the quarterly statements, the Parcel Bills and the Verification Notes, if any, relating thereto, shall be forwarded to the corresponding Administration in the course of the quarter following that to which it relates.

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

Article 23.

SETTLEMENT OF ACCOUNTS.

1. Payment of the balance of the account shall be made by the debtor to the creditor Postal 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 or as soon as reasonably possible thereafter from the end of the period to which the account relates.

Article 24.

COMMUNICATIONS AND NOTIFICATIONS.

Each Postal Administration shall furnish to the other Administration all necessary information on points of detail in connexion with the working of the Service.

Article 25.

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 Nairobi on the seventh day of September, 1932, and at Berlin on the twenty-ninth day of October, 1932.

(Signed) T. FITZGERALD,
Postmaster General,
Colony and Protectorate of Kenya
and Uganda Protectorate.

¹ TRADUCTION. — TRANSLATION.

N^o 3182. — ARRANGEMENT ENTRE L'ADMINISTRATION DES POSTES DE LA COLONIE ET DU PROTECTORAT DE KENIA ET DU PROTECTORAT DE L'OUGANDA ET L'ADMINISTRATION DES POSTES DE L'ALLEMAGNE CONCERNANT L'ÉCHANGE DES COLIS POSTAUX. SIGNÉ A NAIROBI, LE 7 SEPTEMBRE 1932, ET A BERLIN, LE 29 OCTOBRE 1932.

L'Administration des Postes de la colonie et protectorat du Kenia et du protectorat de l'Ouganda et l'Administration des Postes allemande conviennent d'instituer un service régulier d'échange direct de colis entre Mombasa et Hambourg 7.

ARRANGEMENT.

Article premier.

LIMITES DE POIDS ET DE DIMENSIONS.

1. Les colis postaux expédiés du Kenia et de l'Ouganda à destination de l'Allemagne ne devront pas peser plus de 22 livres anglaises, ni mesurer plus de 3 pieds 6 pouces de longueur et plus de 6 pieds, longueur et pourtour réunis ; les colis postaux expédiés d'Allemagne à destination du Kenia et de l'Ouganda ne devront pas peser plus de 10 kg. ni mesurer plus de 1 m. 05 de longueur et 54 décimètres cubes de volume.

2. En ce qui concerne le calcul exact du poids et des dimensions d'un colis, la manière de voir de l'administration expéditrice prévaudra, sauf erreur évidente.

Article 2.

TRANSIT DES COLIS.

Les deux administrations postales garantissent sur leur territoire, le droit de transit pour les colis en provenance ou à destination de tous les pays avec lesquels elles échangent respectivement des colis postaux. Les colis en transit seront assujettis aux dispositions du présent arrangement et du règlement d'exécution y afférent, dans la mesure où celles-ci seront applicables.

Article 3.

AFFRANCHISSEMENT. — TAXES.

1. L'affranchissement préalable des colis sera obligatoire, sauf pour les colis réexpédiés ou retournés à l'expéditeur.

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.