

N° 3792.

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ETATS-UNIS D'AMÉRIQUE  
ET TURQUIE

Arrangement concernant l'échange  
des colis postaux, et règlement  
d'exécution y annexé. Signés à  
Ankara, le 25 mai 1935, et à  
Washington, le 2 juillet 1935.

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UNITED STATES OF AMERICA  
AND TURKEY

Agreement concerning the Exchange  
of Parcel Post, and Detailed Regu-  
lations annexed thereto. Signed at  
Ankara, May 25th, 1935, and at  
Washington, July 2nd, 1935.

No. 3792. — AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND TURKEY CONCERNING THE EXCHANGE OF PARCEL POST. SIGNED AT ANKARA, MAY 25TH, 1935, AND AT WASHINGTON, JULY 2ND, 1935.

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*French and English official texts communicated by the Envoy Extraordinary and Minister Plenipotentiary of the United States of America at Berne. The registration of this Agreement took place December 26th, 1935.*

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The undersigned, by virtue of the powers conferred upon them by their respective Governments, have by common consent and subject to approval 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 the one hand, and Turkey, 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 of this Agreement.

*Article II.*

TRANSIT PARCELS.

1. Each Administration guarantees liberty of transit over its territory, in relations with countries with which it maintains an exchange of parcels, for every parcel originating in or destined for the other contracting Administration.

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

3. To be accepted in transit parcels must be in conformity with the provisions of the intermediate country.

*Article III.*

POSTAGE AND FEES.

1. The Administration of the country of origin is authorized to collect from the sender of each parcel, in accordance with the provisions in force in its service, the postage charges and insurance fees, as well as the fees for return receipts and inquiries.

2. The charges and fees provided for in section 1 must be paid in advance, save in case of reforwarding or return of parcels.

3. No fee or postage charge other than those provided for by the present Agreement or its Regulations of Execution may be collected.

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<sup>1</sup> Came into force August 1st, 1935.

*Article IV.*

## PREPARATION OF PARCELS.

Every parcel shall be packed in accordance with the provisions of the Regulations of Execution.

*Article V.*

## PROHIBITIONS.

I. It is forbidden to inclose in parcels :

(a) Letters, notes, or documents having the character of actual and personal correspondence. It is permissible, however, to inclose in the parcel the open invoice, reduced to essential features, and a simple copy of the address of the parcel with mention of the address of the sender ;

(b) An article bearing an address other than that of the addressee of the parcel ;

(c) Any live animal, except leeches ;

(d) Any articles the admission of which is not authorized by the Customs or other laws or regulations of one of the two countries ;

(e) Any explosive or inflammable material, and in general, any article which by its 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 in uninsured parcels :

Coins, bank notes, currency notes, securities payable to bearer, platinum, gold or silver (whether manufactured or unmanufactured), precious stones, jewels, or other precious articles.

If a parcel which contains articles enumerated under (g) is sent uninsured, it shall be placed under insurance by the country of destination and treated accordingly.

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

Explosive or inflammable materials as well as documents, pictures, and other articles injurious to public morals may be destroyed on the spot by the Administration which discovers them.

The fact that a parcel contains a letter, note, or document having the character of actual and personal correspondence may not, in any case, entail the return of the parcel to the sender. The letter, etc., is, however, stamped 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 and police authorities, or towards 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 Postal Administrations of the two contracting countries may, by mutual consent, modify this limit.

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

## Article VII.

## INDEMNITY.

1. Except in the cases mentioned in the section 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, complete or partial, to their contents.

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 the indemnity is calculated according to the current price of merchandise of the same kind at the time and place of mailing the parcel (in the absence of the current price according to the ordinary estimated value) 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.

In the absence of special agreement to the contrary between the countries involved no indemnity will be paid 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*, although either Administration may 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, the addressee or their representative, or when it is due to the nature of the article.

(e) For parcels which contain prohibited articles.

(f) In case the sender of a parcel fraudulently declares the contents to be above their real value ; this rule 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 verbal or written inquiry has been made by the sender or his representative within the period of a year commencing with the day following the posting of the insured parcel.

(i) For parcels which contain matter of no intrinsic value, perishable articles or articles which do not conform to the stipulations of this Agreement, as well as parcels 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 indemnity shall be given for indirect damage or loss of profits of a parcel transmitted by virtue of the provisions of this Agreement.

4. The payment of indemnity for an insured parcel shall be made 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 Administration of origin may exceptionally defer payment of indemnity beyond a year if, at the expiration of that period, the disposition of the parcel has not been able to be determined nor the responsibility fixed.

5. Except in case 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 authorized to pay indemnity on behalf of the office which, after being duly notified, has let 9 months pass without settling the matter.

6. The obligation of paying the indemnity shall rest with the 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 of this Article, the obligation of payment shall rest with the 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 Administration which having received the parcel without making any observation and being furnished all regular means of investigation is unable to determine the disposition of the parcel.

8. Responsibility for loss, abstraction, or damage of an insured parcel discovered by the exchange office of destination at the time of opening the receptacles and duly notified to the dispatching office of exchange by bulletin of verification shall fall upon the 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 the 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 Administration responsible or on whose account payment is made in accordance with the provisions of section 5 of this Article is bound to repay to the Administration making payment on its behalf, without delay and within not more than 6 months after receiving notice of payment, the amount of indemnity actually paid.

11. Repayments are to be made free of cost to the creditor Administration by means of either a money order, 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 sender is responsible for defects in the packing and insufficiency in the closing and sealing of insured parcels. Furthermore, the two Administrations are relieved of all responsibility in case of loss, rifling or damage caused by defects not 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. However, 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 may receive at the time of mailing an ordinary (uninsured) parcel, a certificate of mailing from the post office where the parcel is mailed, on a form provided for the purpose. Each country may fix a reasonable fee for the said certificate.

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 shall stipulate and under the conditions laid down in the Regulations.

2. The country of origin may charge at its option a special fee on a request for information as to the disposal of an ordinary or insured parcel if the sender has not already paid the special fee for an advice of delivery.

3. The country of origin may also charge a special fee for any complaint of any irregularity which *prima facie* was not due to the fault of the Postal Service.

*Article X.*

RECALL 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 Administration of the country of origin may collect and retain, for this service, the charges 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 Turkey shall be addressed to La Direction des Affaires Postales, 3<sup>e</sup> section, at Ankara.

*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.*

CANCELATION OF CUSTOMS CHARGES.

The Customs charges on parcels sent back to the country of origin or redirected to another country shall be canceled both in Turkey and the United States of America.

*Article XIII.*

FEE FOR CUSTOMS CLEARANCE.

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

*Article XIV.*

DELIVERY TO THE ADDRESSEE. FEE FOR DELIVERY AT THE RESIDENCE.

1. 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 residence, a fee not exceeding 10 cents (50 centimes gold) 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 periods. This charge may in no case exceed 1 dollar (5 francs gold).

*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 the reforwarding 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 transmission 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 canceled 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, 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 spoiled or worthless articles shall be destroyed. The sale or destruction shall be the subject of a procès-verbal and the fact communicated to the Postal Administration of the country of origin.

2. After the expiration of 30 days from the date of receipt at the office of destination, undeliverable parcels which the sender has caused to be abandoned may be sold at auction or otherwise disposed of as provided by the legislation of the country of destination.

When insured parcels are involved, a procès-verbal will be made up 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 reason an insured parcel is neither delivered nor returned to the country of origin.

#### Article XIX.

##### NON-DELIVERY.

1. The sender of a parcel may make a request at the time of mailing, and under the conditions set forth in the Regulations, as to the manner in which he intends to dispose of the parcel in case of non-delivery.

2. When the sender has not made any request in accordance with the foregoing section, or the sender's request has not resulted in delivery, the undelivered parcel will be returned to the sender without previous notification at the expiration of 30 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 non-delivery.

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 (Art. I), the dispatching office credits to the office of destination, in the parcel bills, the quotas due the latter, which are indicated in the Regulations of Execution.

2. The sums to be paid for parcels 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 quotas prescribed by section 1 above ;
- (b) The quotas 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 quotas and 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 refuses to assume these quotas and charges because they cannot be collected from the addressee or sender, as the case may be, or for any other reason, they shall be charged back to the country of origin.

In the case of a parcel returned or reforwarded in transit through one of the two Administrations from or to 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.*

TAXES POSTALES AUTRES QUE CELLES PRESCRITES NE DEVANT PAS ÊTRE PERÇUES.

Les colis auxquels cet arrangement s'applique ne devront pas être sujets à aucune autre taxe postale que celles prévues par les différents articles y insérés.

*Article XXII.*

COLIS POSTAUX-AVION.

Les administrations postales des deux pays ont le droit de fixer d'un commun accord, la surtaxe aérienne et les autres conditions dans le cas où les colis sont envoyés par la voie aérienne.

*Article XXIII.*

SUSPENSION TEMPORAIRE DU SERVICE.

Dans les circonstances extraordinaires, justifiant la mesure, chaque administration peut suspendre temporairement et d'une façon générale ou partielle le service des colis postaux, sous condition d'en donner immédiatement avis, au besoin par télégraphe, à l'autre administration.

*Article XXIV.*

DISPOSITIONS NON PRÉVUES PAR LE PRÉSENT ARRANGEMENT.

1. Toutes les questions relatives aux demandes de retrait ou de renvoi des colis, à l'obtention et disposition des avis de réception et au règlement des réclamations d'indemnité pour les colis assurés, qui ne sont pas prévues par le présent arrangement, seront réglées suivant les dispositions de la Convention postale universelle et de son Règlement d'exécution, en tant qu'elles sont applicables et ne dérogent pas aux termes du présent arrangement.

Si le cas n'est prévu du tout, les législations intérieures des Etats-Unis et de la Turquie, ou les décisions prises par l'un ou l'autre pays, seront applicables dans le pays respectif.

2. Les détails relatifs à l'application du présent arrangement seront fixés par les deux administrations dans un règlement d'exécution, les dispositions duquel peuvent être modifiées ou complétées d'un commun accord, par la voie de correspondance. Un arrangement similaire par correspondance peut être conclu pour l'échange des colis grevés de remboursement.

3. Les deux administrations se communiquent mutuellement leurs lois, décrets et tarifs concernant l'échange des colis postaux ainsi que toutes les modifications qu'on pourra faire subséquemment au sujet du tarif.

*Article XXV.*

MISE A EXÉCUTION ET DURÉE DE L'ARRANGEMENT.

1. Le présent arrangement entrera en vigueur dès sa ratification, toutefois en attendant la ratification, il peut être mis administrativement à exécution à partir d'une date qui sera fixée par les administrations des deux pays.

Il demeurera en vigueur jusqu'à ce que l'une des deux administrations des pays contractants communique à l'autre, 6 mois à l'avance, son intention d'y mettre fin.

2. Fait en double et signé à Ankara, le 25 mai 1935 et à Washington, le 2 juillet 1935.

NAZIF Bey,

*Le Directeur général des Postes,  
Télégraphes et Téléphones de la Turquie.*

James A. FARLEY,

*The Postmaster General  
of the United States of America.*

*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 Postal Administrations of the two 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 route.

*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, insofar as they are applicable and are not contrary to the provisions of the present Agreement.

If the case is not provided for at all, the domestic legislation of the United States or of Turkey 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 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 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, 6 months in advance, of its intention to terminate it.

2. Done in duplicate and signed at Ankara, on the 25th of May, 1935, and at Washington, the 2nd day of July, 1935.

NAZIF Bey,

*Le Directeur général des Postes,  
Télégraphes et Téléphones de la Turquie.*

James A. FARLEY,

*The Postmaster General  
of the United States of America.*

## DETAILED REGULATIONS

## FOR THE EXECUTION OF THE PARCEL POST AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND TURKEY.

The chiefs of the Postal Administrations of the United States of America and Turkey have agreed upon the following Detailed Regulations concerning the execution of the Agreement relative to the exchange of parcel post. These regulations can, if need be, be modified from time to time.

*Article 1.*

## LIMITS OF WEIGHT AND SIZE.

The weight of the parcels to be exchanged under the provisions of the Regulations may not exceed 44 pounds (20 kilograms).

These parcels may not exceed the following dimensions :

Greatest length 4 feet (122 centimetres), on condition that parcels over 42 inches (107 centimeters) but not exceeding 44 inches (112 centimeters) in length do not exceed 24 inches (61 centimeters) in latitudinal girth ; parcels over 44 inches (112 centimeters) but not exceeding 46 inches (117 centimeters) in length do not exceed 20 inches (51 centimeters) in latitudinal girth ; parcels over 46 inches (117 centimeters) but not exceeding 48 inches (122 centimeters) in length do not exceed 16 inches (41 centimeters) in latitudinal girth ; parcels up to 3 ½ feet (107 centimeters) in length do not exceed 6 feet (183 centimeters) in length and latitudinal girth combined.

The maximum limit of weight and dimensions stated above may be changed from time to time by agreement made through correspondence.

*Article 2.*

## PREPARATION OF PARCELS.

1. The name and address of the sender and of the addressee must be legibly and correctly written if possible always on the parcel itself or on a label or tag firmly attached to the article. Parcels on which the name and address of the sender and addressee consist of initials only are not admitted unless the initials are the adopted trade name of the senders or addressees which is generally understood. Addresses in pencil are also not admitted. However, addresses written with indelible pencil on a previously dampened surface are accepted.

A slip bearing the name and address of the sender and addressee must be enclosed in the parcel in case the address is written on a label or tag which is not pasted on the parcel. It is recommended that such slips be enclosed in all parcels.

2. Every parcel must be packed in a manner so the contents will be protected for the entire duration of the transportation and cannot damage other parcels or objects or injure the postal employees. The packing must protect the contents sufficiently that, in case of rifling, the traces thereof may be easily discovered.

Any liquid or any easily liquefiable substance must be packed in a double receptacle. Between the first receptacle (bottle, flask, pot, box, etc.) and the second (box of metal, of strong wood, of

strong corrugated cardboard, or of strong fibreboard or receptacle of equal strength) shall be left a space which shall be filled with sawdust, bran or any other spongy material, in sufficient quantity to absorb all the liquid contents in the case of breakage of the receptacle.

Powders and dyes in powder form must be packed in strong tin boxes which after being soldered must be enclosed in their turn in outer covers of equal strength so as to obviate all damage to the accompanying mail matter.

3. Insured parcels must be sealed by means of wax, by lead or other means of sealing. Ordinary parcels may be sealed at the option of the sender, although careful tying is sufficient as a mode of closing. As a means of protection, either Administration may require that a special design or mark of the sender figure in the lead or seals of insured parcels dispatched by its offices.

The Customs administration of the country of destination is authorized to open the parcels for the purpose of examination. To that end the seals or other fastenings may be broken. After examination, the parcels shall be officially resealed.

4. Each insured parcel shall bear on the address side a label with the notation " Insured " or " Valeur déclarée ", or this notation may be stamped or marked in proximity to the number given the parcel ; the parcel must also bear an indication of the amount of insured value, mentioned fully and legibly in the currency of the country of origin and in Roman letters. This amount must be converted by the sender or by the office of origin into gold francs and the result of conversion should be added below the original inscription. The amount of the insured value must appear on the Customs declaration.

5. The seals, as well as all the labels or postage stamps, affixed to insured parcels, must be so spaced that they cannot hide injuries to the packing. Neither should they be folded over two sides of the package so as to cover the edge.

#### *Article 3.*

#### DISPATCH NOTES AND CUSTOMS DECLARATIONS.

1. For each parcel or collective shipment of three or more ordinary parcels addressed to the same person and subject to the same payment, the sender must make out a dispatch note and a Customs declaration in accordance with the forms in use in the country of origin.

The dispatch notes must bear the following information : Office of mailing, name and address of the sender, number of Customs declarations, weight, postage paid, name and address of the addressee, and the office of destination. For insured parcels, the insurance number and amount of insured value must also appear on the dispatch note.

The Customs declaration must show the following information ; general description of the parcel, exact detailed description of the contents, value, gross weight, date of mailing, name and address of the sender and addressee, and country of origin of the merchandise.

2. The Administrations assume no responsibility as to correctness of the Customs declarations or dispatch notes.

3. The dispatch notes and Customs declarations must be securely attached to the parcels.

#### *Article 4.*

#### RETURN RECEIPTS.

1. When a return receipt is requested for a parcel, the office of origin must impress on the parcel the letters or words " A. R. " or " Avis de Réception ". The office of origin or any other

office appointed for this purpose by the dispatching Administration shall fill out a return receipt and attach it to the parcel. In case this form should not reach the office of destination, the latter makes out a duplicate.

2. The office of destination, having duly filled out the return receipt, returns it free of postage to the address of the sender of the parcel.

3. In case the sender should request a return receipt after the mailing of the parcel, the office of origin duly fills out the return receipt form, attaching it to a form of inquiry which contains the details concerning the transmission of the parcel, and then forwards it to the office of destination of the parcel. If the delivery has taken place, the office of destination detaches the inquiry and the return receipt follows the procedure prescribed in this connection in the foregoing paragraph.

#### *Article 5.*

##### RECEPTACLES.

1. The Postal Administrations of the two Contracting Parties provide the necessary bags for the dispatch of their parcels, each bag bearing the indication of the name of the office or country whose property it is.

2. The empty bags must be returned to the dispatching office by the next mail. The empty bags are returned in bundles of 10 bags each, 1 of the bags enclosing the other 9. The number of bags returned is entered on the relative parcel bills.

3. In case 10 percent of the total number of bags used during the year have not been returned, the value of the missing bags must be repaid to the dispatching office.

#### *Article 6.*

##### EXCHANGE OF PARCELS.

1. The parcels are exchanged, in sacks duly closed by means of lead seals, between the offices appointed by the two Administrations, and are dispatched to the country of destination at the expense of the country of origin and by the means which are convenient to the latter.

2. Insured parcels are enclosed in separate sacks from those containing ordinary parcels, and the labels of sacks containing insured parcels shall be marked with the distinctive symbols agreed upon from time to time.

#### *Article 7.*

##### BILLING OF PARCELS.

1. The insured parcels and the ordinary parcels are entered on different parcel bills. The parcel bills are prepared in duplicate. The original is sent in the regular letter mails, while the duplicate is inserted in one of the sacks. The sack containing the parcel bill is designated by the letter " F ", traced in a conspicuous manner on the label.

2. For the ordinary parcels contained in each dispatch sent to the United States of America, the parcel bill concerning them shows the total number of parcels and their total net weight.

As to the ordinary parcels contained in each dispatch sent to Turkey, the parcel bill concerning them bears the indication of their total according to the various weights :

- (a) Up to 2 pounds (1 kilogram) ;
- (b) Over 2 pounds up to 11 pounds (5 kilograms) ;
- (c) Over 11 pounds up to 22 pounds (10 kilograms) ;
- (d) Over 22 pounds up to 33 pounds (15 kilograms) ;
- (e) Over 33 pounds up to 44 pounds (20 kilograms).

3. Insured parcels shall be entered individually on the parcel bills. The entries concerning each parcel shall show the insurance number and the name of the office of origin. In the case of parcels sent to the United States of America, the total net weight of all the parcels must also be shown. In the case of parcels sent to Turkey, the division of weight to which the parcel belongs must also be shown.

4. Parcels sent *à découvert* must be entered separately on the parcel bills.

5. Returned or redirected parcels must be entered individually on the parcel bill and must be followed by the word " Returned " or " Redirected ", as the case may be. The indication of the charges brought about by those parcels should be shown in the part of the bill reserved for " Observations ".

6. The total number of sacks contained in each dispatch must also be shown on the parcel bills, as well as the total amount to be credited to the Administration of destination.

7. Each dispatching office of exchange numbers each parcel bill in the upper left-hand corner, commencing each year a fresh series for each dispatching office of exchange. The last number of the preceding year must be shown on the parcel bill of the first dispatch of the new year.

8. The detailed method of procedure and the exact method of billing and transmission of parcels in transit, that is, destined to third countries, or of the receptacles which contain them, concerning which provisions have not been made in the present Regulations, will be settled by mutual agreement by way of correspondence.

#### Article 8.

##### CHECKING OF PARCELS.

1. The receiving office of exchange having received a dispatch checks the parcels and the accompanying bills. If a parcel is missing or any other irregularity is noted, it is immediately reported to the dispatching office of exchange by means of a bulletin of verification. The report of such a serious irregularity as to involve the responsibility of the respective Administration must be accompanied by all supporting proofs, if any, such as strings and wax or leads seals used for closing the bag which contained the parcels.

A dispatch is considered as having been found in order in all respects if no bulletin of verification concerning it is prepared by the next mail, unless the contrary is proved.

2. If a parcel bill is missing, a duplicate is made out, of which a copy is sent to the dispatching office of exchange of the dispatch.

3. If a parcel in transmission bears evident traces of violation or damage, it must have the facts noted on it and be marked with the stamp of the office making the note, or a report is prepared drawing attention to the violation or damage, which is forwarded with the parcel.

## Article 9.

## REBUTS.

1. The sender may request, at the time of mailing, that in case of non-delivery to the addressee, the parcel shall be either (a) treated as abandoned, (b) delivered at another address in the country of destination, or (c) returned to him immediately.

If the sender avails himself of this faculty, he must indicate his request on the address side of the parcel and on the relative Customs declaration using the following forms or analogous ones:

“ In case of non-delivery to the address indicated, the parcel is to be . . . . abandoned ”;

“ In case of non-delivery to the address indicated, the parcel is to be . . . . delivered to . . . . ”;

“ In case of non-delivery to the address indicated, the parcel is to be . . . . returned immediately ”.

2. The parcels to be returned to the country of origin as undeliverable shall bear an indication of the reason for non-delivery.

## Article 10.

## PAYMENT.

1. The terminal quotas to be paid by the dispatching Administration for each parcel sent from one country to the other are as follows:

(a) — I. For parcels originating in Turkey destined for the United States of America, 70 gold centimes per kilogram on the basis of the bulk net weight of each dispatch.

(a) — II. Rate by value (if it is a question of insured parcels), in addition to the rate by weight: 10 gold centimes per parcel.

(b) For parcels originating in the United States of America, destined for Turkey:

(b) — I. For offices of European Turkey:

	gold francs
Up to 1 kilogram . . . . .	0.85
Over 1 up to 5 kg. . . . .	1.25
Over 5 up to 10 kg. . . . .	2.25
Over 10 up to 15 kg. . . . .	3.25
Over 15 up to 20 kg. . . . .	4.25

For the offices of Asiatic Turkey:

Up to 1 kilogram . . . . .	1.35
Over 1 up to 5 kg. . . . .	1.75
Over 5 up to 10 kg. . . . .	2.75
Over 10 up to 15 kg. . . . .	3.75
Over 15 up to 20 kg. . . . .	4.75

For offices far removed from the railroads and coasts of Asiatic Turkey:

	gold francs
Up to 1 kilogram . . . . .	2.60
Over 1 up to 5 kg. . . . .	3.00
Over 5 up to 10 kg. . . . .	4.00

(Parcels exceeding 10 kilograms are not admitted for these offices.)

(b) — II. Rate by value (if it is a question of insured parcels), in addition to the rate by weight: 10 gold centimes per parcel.

2. As to the quotas to be paid for parcels originating in Turkey which are sent to the United States of America for onward dispatch to a possession of that country or, in closed sacks, to a third

country, the Administration of Turkey shall pay to the Administration of the United States of America for the transit a quota of 70 centimes gold per kilogram when only sea service is provided, francs 1.15 gold per kilogram when only land service is provided, and francs 1.50 gold per kilogram when both land and sea service are provided, based on the bulk net weight of each dispatch.

Rate by value (if it is a question of insured parcels), in addition to the rate by weight : 10 gold centimes per parcel for each land or sea service provided.

Also, in the case of parcels for the possessions of the United States of America, the Administration of Turkey shall pay to the Administration of the United States of America the following terminal credits :

For parcels for Alaska, 70 centimes gold per kilogram computed on the bulk net weight of each dispatch.

For parcels for Puerto Rico, the Virgin Islands, Guam, Samoa, and Hawaii, 35 centimes gold per kilogram computed on the bulk net weight of each dispatch.

Rate by value (if it is a question of insured parcels), in addition to the rate by weight : 10 gold centimes per parcel.

3. Insofar as concerns the quotas to be paid for parcels originating in the United States of America sent to Turkey for onward transmission to a third country, the Administration of the United States of America pays to the Administration of Turkey :

For parcels in transit through European Turkey only :

	gold francs
Up to 1 kilogram . . . . .	0.30
Over 1 up to 5 kg. . . . .	0.50
Over 5 up to 10 kg. . . . .	1.00
Over 10 up to 15 kg. . . . .	1.50
Over 15 up to 20 kg. . . . .	2.00

The land transit charge mentioned above will be fixed at 2.50 francs for parcels in transit through Asiatic Turkey ; this surtax will be fixed at 4.00 francs for parcels for Persia traversing the Trabzon-Erzurum-Bayazit route. (Parcels exceeding 10 kilograms are not admitted in transit through localities in Asiatic Turkey far removed from railroads and coasts and whose transportation is effected by the overland mails.)

Rate by value (if it is a question of insured parcels), in addition to the rate by weight : 10 gold centimes per parcel.

4. The terminal charges and transit rates above specified may be reduced or increased on three months' previous notice given by one country to the other. The reduction or increase shall remain in force for at least one year.

#### *Article II.*

##### ACCOUNTING.

1. At the end of each quarter each Administration prepares an account showing the sums due for the parcels sent by the other Administration.

2. These accounts accompanied by the parcel bills, and, if any, copies of verification notes relating thereto, are submitted to the examination of the corresponding Administration in the course of the month following the quarter to which they relate.

3. The compilation, transmission, verification and acceptance of these accounts must be effected as early as possible and the settlement of the balance will take place at the latest before the expiration of the quarter following the date of the sending of the accounts by the creditor Administration.



4. Le solde résultant de la balance des comptes entre les deux administrations est payé par traite à vue tirée sur New-York ou sur Ankara, ou par tout autre moyen convenu réciproquement de temps à autre par les chefs des administrations postales des deux pays contractants, les frais relatifs au payement étant à la charge de l'administration débitrice.

*Article 12.*

NOTIFICATIONS DIVERSES.

Les administrations se communiqueront réciproquement un abrégé des dispositions de leurs lois ou règlements s'appliquant aux colis échangés entre les deux pays contractants, ainsi que d'autres renseignements nécessaires à l'exécution de l'échange de colis.

Ce règlement commencera à produire ses effets le jour de l'entrée en vigueur de l'arrangement concernant les colis postaux, et aura la durée dudit arrangement.

Fait en double et signé à Ankara, le 25 mai 1935 et à Washington, le 2 juillet 1935.

NAZIF Bey,

*Le Directeur général des Postes,  
Télégraphes et Téléphones de la Turquie.*

James A. FARLEY,

*The Postmaster General  
of the United States of America.*

I hereby certify that this is a true and complete textual copy of the original Agreement between the United States of America and Turkey concerning the Exchange of Parcel Post in all the languages in which the original was signed.

James A. Farley,  
*Postmaster General.*

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4. The amount resulting from the balance of the accounts between the two Administrations shall be paid by means of drafts on New York or on Ankara, or in any other manner which may from time to time be mutually agreed upon by the chiefs of the Postal Administrations of the two contracting countries, the expenses attendant on the payment being at the charge of the indebted Administration.

*Article 12.*

MISCELLANEOUS NOTIFICATIONS.

The Administrations shall mutually communicate to each other a summary of the provisions of their laws or regulations applicable to the parcels exchanged between the two contracting countries, and other information necessary for carrying out the exchange parcels.

These Regulations shall come into operation on the day of the entry into force of the Parcel Post Agreement and shall have the duration of the said Agreement.

Done in duplicate and signed at Ankara, on the 25th of May, 1935, and at Washington, on the 2nd day of July, 1935.

NAZIF Bey,

*Le Directeur général des Postes,  
Télégraphes et Téléphones de la Turquie.*

James A. FARLEY,

*The Postmaster General  
of the United States of America.*

I hereby certify that this is a true and complete textual copy of the original Agreement between the United States of America and Turkey concerning the Exchange of Parcel Post in all the languages in which the original was signed.

James A. Farley,  
*Postmaster General.*

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