

N° 3646.

ÉTATS-UNIS D'AMÉRIQUE
ET INDES NÉERLANDAISES

Arrangement concernant l'échange
des colis postaux, et règlement
d'exécution y annexé. Signés à
Bandoeng, le 14 juin 1934, et à
Washington, le 4 octobre 1934.

UNITED STATES OF AMERICA
AND NETHERLANDS INDIES

Agreement concerning the Exchange
of Parcel Post, and Detailed Regu-
lations annexed thereto. Signed
at Bandoeng, June 14th, 1934, and
at Washington, October 4th, 1934.

No. 3646. — AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND THE NETHERLANDS INDIES CONCERNING THE EXCHANGE OF PARCEL POST. SIGNED AT BANDOENG, JUNE 14TH, 1934, AND AT WASHINGTON, OCTOBER 4TH, 1934.

English and Dutch official texts communicated by the Netherlands Minister for Foreign Affairs and by the Envoy Extraordinary and Minister Plenipotentiary of the United States of America at Berne. The registration of this Agreement took place April 27th, 1935.

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

Article I.

OBJECT OF THE AGREEMENT.

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

Article II.

TRANSIT PARCELS.

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

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

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

¹ In force as from October 1st, 1933.

Article III.

POSTAGE AND FEES.

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

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

Article IV.

PREPARATION OF PARCELS.

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

Article V.

PROHIBITIONS.

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

(a) A letter or a communication having the nature of a letter. Nevertheless, it is permitted to enclose in a parcel an open invoice, confined to the particulars which constitute an invoice, and also a simple copy of the address of the parcel, that of the sender being added.

(b) An enclosure which bears an address different from that placed on the cover of the parcel.

(c) Any live animal.

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

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

(f) Obscene or immoral articles.

(g) It is, moreover, forbidden to send coin, bank notes, currency notes, cheques, bonds and similar documents, platinum, gold or silver (whether manufactured or not), precious stones, jewelry, or other precious articles in uninsured parcels.

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

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

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

Article VI.

INSURANCE.

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

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

Article VII.

INDEMNITY.

1. Except in the cases mentioned in the 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 to their contents, or a part thereof.

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

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

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

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

2. The Administrations are relieved of all responsibility :

(a) In case of parcels which have been delivered in accordance with their internal regulations and of which the addressee or his agent has accepted delivery without reservation ;

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

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

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

(e) For parcels which contain prohibited articles (Article V) ;

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

(g) For parcels seized by the Customs because of false declaration of contents ;

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

(i) For parcels which contain matter of no intrinsic value or perishable matter or which did not conform to the stipulations of this Agreement or which were not posted in the manner prescribed, but the country responsible for the loss, rifling or damage may pay indemnity in respect of such parcels without recourse to the other Administration.

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Customs and other charges which it has not been possible to cancel shall be borne by the Office responsible for the loss, damage or abstraction.

15. By paying compensation the Office concerned takes over, to the extent of the amount paid, the rights of the person who has received compensation in any action which may be taken against the addressee, the sender or a third party.

If, however, a parcel which has been regarded as lost is subsequently found, in whole or in part, the person to whom compensation has been paid shall be informed that he is at liberty to take possession of the parcel against repayment of the amount paid as compensation.

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

Article VIII.

CERTIFICATE OF MAILING. RECEIPTS.

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

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

Article IX.

RETURN RECEIPTS AND INQUIRIES.

1. The sender of an insured parcel may obtain an advice of delivery upon payment of such additional charge, if any, as the country of origin of the parcel shall stipulate and under the conditions laid down in the Regulations.

2. A fee may be charged, at the option of the country of origin, on a request for information as to the disposal of an ordinary parcel and also of an insured parcel made after it has been posted if the sender has not already paid the special fee to obtain an advice of delivery.

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

Article X.

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 Postal Administration of the country of origin may collect and retain, for this service, the charge fixed by its regulations. The requests for recall or change of address of parcels to be delivered in the United States of America shall be addressed to the Central Administration at Washington ; those relating to parcels for delivery in the Netherlands Indies shall be addressed to the office of destination.

Article XI.

CUSTOMS CHARGES.

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

Article XII.

CUSTOMS CHARGES TO BE CANCELLED.

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

Article XIII.

FEE FOR CUSTOMS CLEARANCE.

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

Article XIV.

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

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

Article XV.

WAREHOUSING CHARGES.

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

Article XVI.

MISSENT PARCELS.

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

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

When the reforwarding involves the dispatch of a parcel to a third country and if the amount credited to the retransmitting Administration is insufficient to cover the expenses of retransmission which it has to defray, the retransmitting Administration then 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, or when it is prescribed by the internal regulations of the country of destination.

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

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

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

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

Article XVIII.

SALE OR DESTRUCTION.

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

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

2. After the expiration of thirty days from the date of receipt at the office of destination, undeliverable parcels which the sender has marked "Abandon" may be sold at auction or otherwise disposed of as provided by the legislation of the country of destination. When insured parcels

are involved, proper record will be made and the Administration of the country of origin notified as to the disposition made of the parcels. The Administration of the country of origin shall also be notified when for any other reason an insured parcel which is not delivered is not returned to the country of origin.

Article XIX.

NON-DELIVERY.

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

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

3. The provisions of Article XX, section 3, shall be applied to a parcel to be returned to the country of origin in consequence of 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 the dispatching office credits to the office of destination, in the parcel bills, the quotas due to the latter, and indicated in the Regulations of Execution.

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

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

(a) The charges prescribed by section 1 above ;

(b) The charges for reforwarding or return ;

(c) The Customs clearance, delivery and storage charges provided for by Articles XIII, XIV and XV.

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

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

Article XXI.

POSTAL CHARGES OTHER THAN THOSE PRESCRIBED NOT TO BE COLLECTED.

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

Article XXII.

AIR PARCELS.

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

Article XXIII.

TEMPORARY SUSPENSION OF SERVICE.

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

Article XXIV.

MATTERS NOT PROVIDED FOR IN THE PRESENT AGREEMENT.

1. Unless they are provided for in the present Agreement, all questions concerning requests for recall or return of parcels and the obtaining and disposition of return receipts and adjustment of indemnity claims in connection with insured parcels shall be governed by the provisions of the Universal Postal Convention and its Regulations of Execution, insofar as they are applicable and are not contrary to the foregoing provisions. If the case is not provided for at all, the domestic legislation of the United States or of the Netherlands Indies, 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 C. O. D. 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 substitutes and abrogates that¹ signed at Washington the fifteenth day of February, one thousand nine hundred and twenty-four, and at Batavia the second day of October, one thousand nine hundred and twenty-two.

¹ Vol. XXXI, page 61, of this Series.

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

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

Both the English and Dutch texts of this Agreement shall have equal force.

Done in duplicate and signed at Bandoeng the 14th day of June 1934, and at Washington the 4th day of October 1934.

*The Chief of Posts, Telegraphs and Telephones
of the Netherlands Indies :*

(sd) C. HILLEN.

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

(sd) James A. FARLEY.

DETAILED REGULATIONS

FOR THE EXECUTION OF THE PARCEL POST AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE NETHERLANDS INDIES.

The following Detailed Regulations for the Execution of the Parcel Post Agreement have been agreed upon by the Chiefs of the Postal Administrations of the United States of America and the Netherlands Indies. They may be changed from time to time as may be deemed necessary.

Article 1.

LIMITS OF WEIGHT AND SIZE.

The parcels to be exchanged under the provisions of this Agreement may not exceed 22 pounds (10 kilograms) in weight.

The following are the maximum dimensions of parcels from the United States of America : greatest length 4 feet, on condition that parcels over 42 inches but not over 44 inches long do not exceed 24 inches in girth ; that parcels over 44 inches but not over 46 inches long do not exceed 20 inches in girth ; that parcels over 46 inches but not over 48 inches long do not exceed 16 inches in girth ; and that parcels up to 3 ½ feet in length do not exceed 6 feet in length and girth combined.

The following are the maximum dimensions of parcels from the Netherlands Indies : greatest length 125 centimeters ; limit of contents 55 cubic decimeters.

The limit of weight and maximum 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 in every case when possible on the parcel itself or on a label or tag firmly attached thereto. It is not allowed to write with initials the name and address of the sender or addressee, unless the initials are the adopted trade name of the senders or addressees which is generally understood.

Addresses in pencil are also not allowed, except those written with copying-ink on a surface previously dampened.

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

2. Every parcel must be packed in a manner adequate for the length of the journey and the character of the contents, and in such a way as to prevent the contents from damaging other parcels or objects or injuring the postal agents. The packing must protect the contents sufficiently that, in case of rifling, the traces thereof may be easily discovered.

Every insured parcel containing coin, bank notes, currency notes, cheques, bonds and similar documents, platinum, gold or silver, whether manufactured or not, precious stones, jewelry or other precious articles, must be packed in a metal box or in a wooden box of which the boards are at least one centimetre thick.

Any liquid or any substance which easily liquefies 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 some other absorbent material, in sufficient quantity to absorb all the liquid contents in the case of breakage.

Powders and dyes in powder form must be packed in lead-sealed metal containers which must be enclosed in substantial outer covers, 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 seals. Ordinary parcels may be sealed at the option of the sender, or careful tying is sufficient as a mode of closing. Either Administration may require a special design or mark of the sender in the sealing of insured parcels mailed in its service as a means of protection.

The Customs of the country of destination, for the purpose of Customs examination, shall have the right to break the seals. After Customs examination is concluded, the parcels shall be officially resealed.

4. On the address side, each insured parcel and Customs declaration must bear a label with the words " Insured " or " Valeur déclarée ", or be stamped or marked with the same words in close proximity to the number given the parcel.

Each insured parcel and Customs declaration must also bear an indication of the amount of the insured value, mentioned fully and legibly in the currency of the country of origin and in Roman letters. This amount must be converted into gold francs by the sender or by the office of origin and the result of conversion is added below the original description. The amount of the insured value must also be indicated on the Customs declaration.

5. The seals, as well as any kind of labels or stamps, affixed to insured parcels, must be so placed as not to hide injuries to the package. Moreover, the labels or stamps must not be folded over two sides of the package so as to cover the edge.

Article 3.

CUSTOMS DECLARATIONS.

1. The sender shall prepare one Customs declaration for each parcel sent from the Netherlands Indies and two Customs declarations for each parcel sent from the United States of America, upon a special form provided for the purpose by the country of origin.

The Customs declaration shall give a general description of the parcel, an accurate statement in detail of its contents and value, date of mailing, actual weight, the sender's name and address, and the name and address of the addressee, and shall be securely attached to the parcel.

As an exception to the foregoing, for each shipment of not more than three uninsured parcels mailed simultaneously by the same sender in one country to the same addressee at the same address in the other country, the sender need prepare only one Customs declaration in the case of parcels to be sent to the United States of America or two Customs declarations in the case of parcels to be sent to the Netherlands Indies, for the entire shipment, which Customs declaration shall show, in addition to the particulars set forth in the preceding sentence, the total number of parcels comprising the shipment, and shall be securely attached to one of the parcels.

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

Article 4.

RETURN RECEIPTS.

1. As to a parcel for which a return receipt is asked, the office of origin impresses on the parcel and on the Customs declaration the letters or words " A. R. " or " Avis de réception ". The parcel and the Customs declaration may also be furnished with a label mentioning these indications. The office of origin or any other office appointed by the dispatching Administration shall fill out a return receipt form and attach it to the parcel. If the form does not reach the office of destination that office makes out a duplicate.

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

3. When the sender applies for a return receipt after a parcel has been posted, the office of origin duly fills out a return receipt form and attaches it to a form of inquiry which is entered with the details concerning the transmission of the parcel and then forwards it to the office of destination of the parcel. In the case of the due delivery of the parcel, the office of destination withdraws the inquiry form, and the return receipt is treated in the manner prescribed in the foregoing paragraph.

Article 5.

RECEPTACLES.

1. The Postal Administrations of the two contracting countries shall provide the respective bags necessary for the dispatch of their parcels and each bag shall be marked to show the name of the office or country to which it belongs.

2. Bags must be returned empty to the dispatching office by the next mail. Empty bags to be returned are made up in bundles of ten, enclosing nine bags in one. The total number of bags returned shall be entered on the relative parcel bills.

3. In case ten 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 Administration of origin.

Article 6.

METHOD OF EXCHANGE OF PARCELS.

1. The parcels shall be exchanged, in sacks duly fastened and sealed, by the offices appointed by agreement between the two Administrations, and shall be dispatched to the country of destination by the country of origin at its cost and by such means as it provides.

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

Article 7.

BILLING OF PARCELS.

1. The following procedure will be put into practice in the United States of America service :

(a) The insured parcels and the ordinary parcels are entered on separate parcel bills.

(b) The ordinary parcels shall be advised on the parcel bills by the simple entry of their total number, according to the divisions of weight (a) up to 2 pounds (1 kilogram), (b) over 2 pounds up to 11 pounds (5 kilograms), and (c) over 11 pounds up to 22 pounds (10 kilograms).

(c) The insured parcels shall be entered individually on the parcel bills. The entries concerning each insured parcel shall show the insurance number and the name of the office of origin. An indication of the division of weight of the insured parcels must also be shown the same as in the case of ordinary parcels.

(d) Transit parcels sent "à découvert" must be entered separately on the parcel bills.

(e) Returned or redirected parcels must be entered individually on the parcel bills and must be followed by the word "Returned" or "Redirected", as the case may be. A statement of the charges which may be due on these parcels should be shown in the "observations" column.

2. The Netherlands Indian service shall adopt the following procedure :

(a) The insured parcels and the ordinary parcels are entered on separate parcel bills.

(b) The ordinary parcels shall be entered on the parcel bills to show their total number.

(c) The insured parcels shall be entered individually on the parcel bills. The entries concerning each insured parcel shall show the number, the names of the offices of origin and of destination and the amount of declared value.

(d) The total number and the total weights of all parcels [except those mentioned under (e)] must also be entered on the parcel bills.

(e) Returned or redirected parcels and transit parcels sent "à découvert" must be entered on separate parcel bills in the way mentioned under (c). The charges on these parcels shall be entered individually in a separate column.

3. The United States of America service as well as the Netherlands Indies service prepares the parcel bills in duplicate. The original is sent in the regular 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.

4. The total number of sacks comprising each dispatch must also be shown on the parcel bills as well as the total amount to be credited to the Administration of destination.

5. Each dispatching office of exchange shall number the parcel bills in the upper left-hand corner, commencing each year a fresh series for each office of exchange of destination. The last number of the year shall be shown on the parcel bill of the first dispatch of the following year.

6. The exact method of advising parcels or the receptacles containing them sent by one Administration in transit through the other, together with any details of procedure in connection with the advice of such parcels or receptacles for which provision is not made in this Agreement, shall be settled by mutual agreement through correspondence between the two Administrations.

Article 8.

CHECKING OF PARCELS.

1. The office of exchange which has received a parcel mail shall check the parcels and the accompanying bills. If a parcel is missing or any other irregularity is noted, it shall be 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 Administrations shall be accompanied by such vouchers as the strings and wax or lead seals used for closing the bag which contained the parcels, if they are available.

If no report is made by the next mail, it will be assumed that the mail has been received in proper order until the contrary is proved.

2. If a parcel bill is missing, a duplicate shall be made out and a copy sent to the dispatching office of exchange from which the dispatch was received.

3. If any parcel which is in the course of transmission is observed to bear evidence 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 document drawing attention to the violation or damage must be forwarded with the parcel.

Article 9.

UNDELIVERED PARCELS.

1. The sender of a parcel may request, at the time of mailing, that if the parcel cannot be delivered as addressed it shall be either (a) treated as abandoned, or (b) tendered for delivery at a second address in the country of destination, or (c) returned immediately.

If the sender avails himself of this facility, his request must appear on the address side of the parcel and on the relative Customs declaration and must be in conformity with or analogous to one of the following forms :

“ If not deliverable as addressed Abandon ”.
 “ If not deliverable as addressed Deliver to ”.
 “ If not deliverable as addressed Return immediately ”.

2. The parcels to be returned as undeliverable to the country of origin shall be marked to show the reason for non-delivery.

Article 10.

PAYMENTS.

1. For each parcel dispatched by one country to the other, the dispatching Administration shall pay a terminal credit as follows :

(a) For parcels originating in the Netherlands Indies addressed to the United States of America, 70 centimes gold per kilogram computed on the bulk net weight of each dispatch.

(b) For parcels originating in the United States or America addressed to the Netherlands Indies, 2.10 francs gold for each parcel weighing up to 1 kilogram, 2.50 francs gold for each parcel weighing over 1 up to 5 kilograms and 3.50 francs gold for each parcel weighing over 5 up to 10 kilograms, in case the mails are conveyed directly to the Netherlands Indian harbours. When the parcel mails are transhipped in the Straits Settlements, in addition to these rates, 15 centimes gold per parcel up to 1 kilogram, 25 centimes gold per parcel from 1 up to 5 kilograms and 50 centimes gold per parcel from 5 up to 10 kilograms must be credited in respect of the sea conveyance from the Straits Settlements to the Netherlands Indies with ships under contract with the Netherlands Indian Government.

In addition, for each insured parcel regardless of its insured value not exceeding 500 gold francs (100 dollars) sent from either country to the other there shall be paid a terminal insurance credit of 10 centimes gold per parcel. Moreover, in respect of parcel mails from the United States of America to the Netherlands Indies transhipped in the Straits Settlements, in addition to the insurance credit provided for in the preceding sentence, an additional insurance rate of 10 centimes gold for each insured parcel regardless of its insured value shall be credited to the Netherlands Indian Administration, in case of onward sea conveyance from the Straits Settlements with ships under contract with the Netherlands Indian Government.

2. In the case of parcels originating in the Netherlands Indies which are sent to the United States of America for onward dispatch to a possession of the latter country or, in closed mails, to a third country, the Administration of the Netherlands Indies shall pay to the Administration of the United States of America as a transit credit 70 centimes gold per kilogram when only sea transit is provided, 1.15 francs gold per kilogram when only land transit is provided, and 1.50 francs gold per kilogram when both land and sea transit are provided, based on the bulk net weight of each dispatch.

In addition, for each insured parcel regardless of its insured value not exceeding 500 gold francs (100 dollars), there shall be paid an insurance transit credit of 10 centimes gold for each land or sea transit involved.

Also, in the case of parcels for the possessions of the United States of America, the Administration of the Netherlands Indies 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 Porto Rico, the Virgin Islands, Guam, Samoa, and Hawaii, 35 centimes gold per kilogram computed on the bulk net weight of each dispatch.

In addition, for each insured parcel regardless of its insured value not exceeding 500 gold francs (100 dollars), there shall be paid a terminal insurance credit of 10 centimes gold per parcel.

3. In the case of parcels originating in the United States of America which are sent to the Netherlands Indies for onward dispatch to a third country, the Administration of the United States of America shall pay to the Administration of the Netherlands Indies such credits as shall be notified by the latter Administration.

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 hold good for at least one year.

Article 11.

ACCOUNTING.

1. Each Administration shall prepare quarterly an account showing the sums due for parcels sent by the other Administration.

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

3. The compilation, transmission, verification and acceptance of the accounts must be effected as early as possible and the payment resulting from the balance must be made at the latest before the expiration of three months following the date of the sending of the accounts by the creditor Administration.

4. Payment of the balances due on these accounts between the two Administrations shall be effected by means of drafts on New York or on Bandoeng, or in any other manner which may from time to time be agreed upon between 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 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 items necessary for carrying out the exchange of parcels.

These 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.

Both the English and Dutch texts of these Regulations shall have equal force.

Done in duplicate and signed at Bandoeng the 14th day of June 1934, and at Washington the 4th day of October 1934.

*The Chief of Posts, Telegraphs and Telephones
of the Netherlands Indies :*

(sd) C. HILLEN.

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

(sd) James A. FARLEY.

I hereby certify that this is a true and complete textual copy of the original Agreement between Netherlands India and the United States of America concerning the exchange of parcel post in all the languages in which the original was signed.

James A. Farley,
Postmaster General.

Certifié pour copie conforme :

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

A. M. Snouck Hurgronje.

Artikel II.

AFREKENING.

1. Elke Administratie maakt kwartaalsgewijs een rekening op van de bedragen verschuldigd voor de door de andere Administratie verzonden pakketten.

2. Deze rekeningen, welke vergezeld gaan van de pakketpostadviezen en, eventueel, van afschriften van de daarop betrekking hebbende berichten van bevinding, worden in den loop van het kwartaal volgende op dat, waarop zij betrekking hebben, aan het onderzoek van de andere Administratie onderworpen.

3. De samenstelling, verzending, verificatie en goedkeuring van de rekeningen moeten in den kortst mogelijken tijd geschieden en de betaling van het saldo moet plaats vinden binnen een termijn van uiterlijk drie maanden volgende op den datum van verzending van de rekeningen door de Administratie die te vorderen heeft.

4. De verrekening tusschen de beide Administratiën van de op deze rekeningen verschuldigde saldi geschiedt door middel van wissels op New York of op Bandoeng, of op eenige andere van tijd tot tijd tusschen de Hoofden van de Postadministratiën van beide contracteerende landen overeengekomen wijze; de kosten voor de betaling komen ten laste van de Administratie die te betalen heeft.

Artikel 12.

MEDEDEELINGEN VAN ALLERLEI AARD.

De Administratiën geven elkander een beknopt overzicht van de bepaling van hun wetgeving of reglementen, welke van toepassing zijn op de tusschen beide contracteerende landen uitgewisselde pakketten, en doen elkander mededeeling van andere voor de uitvoering van de uitwisseling van pakketten noodige gegevens.

Dit Reglement treedt in werking op den dag, waarop de Pakketpostovereenkomst van kracht wordt en het zal voor denzelfden tijd gelden als de Overeenkomst.

De Engelsche en Nederlandsche tekst van dit Reglement hebben gelijke kracht.

Gedaan in tweevoud en onderteekend te Bandoeng, den 14den Juni 1934 en te Washington, den 4den October 1934.

*Het Hoofd van den Post-, Telegraaf- en Telefoondienst
in Nederlandsch-Indië :*

(w. g.) C. HILLEN.

*De « Postmaster General »
van de Vereenigde Staten van Amerika :*

(w. g.) James A. FARLEY.

Certifié pour copie conforme :

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

A. M. Snouck Hurgronje.

I hereby certify that this is a true and complete textual copy of the original Agreement between Netherlands India and the United States of America concerning the exchange of parcel post in all the languages in which the original was signed.

James A. Farley,
Postmaster General.

¹ TRADUCTION. — TRANSLATION.

N^o 3646. -- ARRANGEMENT ENTRE LES ÉTATS-UNIS D'AMÉRIQUE ET LES INDES NÉERLANDAISES CONCERNANT L'ÉCHANGE DES COLIS POSTAUX. SIGNÉ A BANDOENG, LE 14 JUIN 1934, ET A WASHINGTON, LE 4 OCTOBRE 1934.

Les soussignés, munis des pleins pouvoirs de leurs gouvernements respectifs, ont, d'un commun accord et sous réserve de la ratification des autorités supérieures compétentes, établi l'arrangement ci-dessous :

Article premier

OBJET DE L'ARRANGEMENT.

Il peut être échangé entre les Etats-Unis d'Amérique (y compris l'Alaska, Porto-Rico, les îles Vierges, Guam, Samoa et Hawaï), d'une part, et les Indes néerlandaises, d'autre part, sous la dénomination de colis postaux, des colis dont le poids et les dimensions ne devront pas dépasser le maximum fixé dans le Règlement d'exécution.

Article II.

COLIS EN TRANSIT.

1. Chaque administration postale garantit le droit de transit, par l'intermédiaire de son service, à destination ou en provenance de tout pays avec lequel elle échange des colis postaux, de colis dont le lieu d'origine ou de destination est situé dans le ressort de l'autre administration contractante.

2. Chaque administration postale portera à la connaissance de l'autre les pays vers lesquels des colis peuvent être envoyés, en passant par son territoire, ainsi que le montant des taxes qui lui sont dues pour ses services, et toutes autres conditions.

3. Les colis envoyés par l'une des administrations contractantes, par l'intermédiaire des services de l'autre administration, ne seront acceptés que s'ils satisfont aux conditions que l'administration intermédiaire pourra fixer de temps à autre.

Article III.

TAXES DE PORT ET DROITS.

1. L'administration du pays d'origine a le droit de percevoir de l'expéditeur d'un colis les frais d'affranchissement, les droits relatifs à toute demande de renseignement concernant le sort d'un colis, présentée postérieurement au dépôt, et, dans le cas de colis avec valeur déclarée, les frais d'assurance et la taxe d'avis de réception, tels qu'ils peuvent être fixés de temps à autre par ses règlements.

2. Sauf pour les colis retournés à l'expéditeur ou réexpédiés, l'acquittement préalable de la taxe de port et, le cas échéant, des droits mentionnés au paragraphe précédent, sera obligatoire.

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.