

N° 3955.

---

**ÉTATS-UNIS D'AMÉRIQUE  
ET FRANCE**

Convention relative à l'échange des  
colis postaux. Signée à Paris, le  
7 décembre 1935, et à Washington,  
le 30 décembre 1935.

---

**UNITED STATES OF AMERICA  
AND FRANCE**

Convention relative to the Exchange  
of Parcel Post. Signed at Paris,  
December 7th, 1935, and at Wash-  
ington, December 30th, 1935.

No. 3955. — CONVENTION<sup>1</sup> RELATIVE TO THE EXCHANGE OF PARCEL POST BETWEEN THE UNITED STATES OF AMERICA AND FRANCE. SIGNED AT PARIS, DECEMBER 7TH, 1935, AND AT WASHINGTON, DECEMBER 30TH, 1935.

---

*French and English official texts communicated by the Chargé d'Affaires a. i. of the United States of America at Berne. The registration of this Convention took place August 11th, 1936.*

---

With a view to concluding arrangements for the exchange of parcel post between the UNITED STATES OF AMERICA (including Alaska, Hawaii, Puerto Rico, Guam, Samoa, and the Virgin Islands of the United States) and FRANCE (including Corsica and Algeria), the undersigned Postmaster General of the United States of America and Minister of Posts, Telegraphs, and Telephones of France, by virtue of the powers which are conferred upon them, have agreed upon the following provisions :

*Article 1.*

LIMITS OF WEIGHT, VOLUME, AND DIMENSIONS.

1. Parcels are admitted up to the weight of 20 kilograms (44 pounds). They may not exceed the length of 1 meter 25 centimeters (4 feet) in any direction, nor have a volume greater than 55 cubic decimeters (2 cubic feet).

2. In regard to the exact calculation of the weight, volume, and dimensions, the indications furnished by the dispatching office will be accepted, save in the case of obvious error.

*Article 2.*

POSTAGE AND FEES.

1. The Administration of origin is authorized to collect from the sender the postage charges, the fees for requests for information made after mailing, and, in the case of insured parcels (parcels with declared value), the insurance fees and the fees for return receipts, and, in general, all the charges provided for either by the present Convention or by its domestic regulations.

2. The postage to be collected in advance from the sender is fixed by each Administration.

*Article 3.*

INSURED PARCELS (PARCELS WITH DECLARED VALUE).

1. The sender of a parcel may have it insured by paying, in addition to the postage charges, an insurance fee of :

- 40 gold centimes for parcels mailed in Continental France ;
- 70 gold centimes for parcels mailed in Algeria and Corsica ;

---

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

- 20 cents for parcels mailed in the United States of America which are insured for a sum not exceeding 10 dollars ;
- 25 cents for parcels mailed in the United States of America which are insured for a sum from \$10.01 to \$25.00 ;
- 35 cents for parcels mailed in the United States of America which are insured for a sum from \$25.01 to \$50.00 ;
- 55 cents for parcels mailed in the United States of America which are insured for a sum from \$50.01 to \$100.00.

These fees may be modified upon notification by letter.

The maximum amount of the insurance is fixed at 100 dollars gold for parcels mailed in the United States of America and at 500 francs gold for parcels mailed in France.

2. A parcel can not give the right to an indemnity higher than the actual value of its contents, but it is permissible to insure any parcel for only a part of that value or for a higher amount.

Any fraudulent declaration of a value higher than the actual value of the parcel is subject to the judicial prosecution which may be prescribed by the legislation of the country of origin.

Each Administration reserves the right to take action, approved by mutual consent through correspondence, with a view to increasing or decreasing the maximum amount of the insurance mentioned in the present Convention.

#### Article 4.

#### 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 tag securely attached to the parcel.

In the case of parcels bearing only a tag, by reason of their form or dimensions, the address must also be written on a separate sheet enclosed in the parcel. Also it is recommended that a copy of the address of the addressee be enclosed in all parcels. Addresses in ordinary pencil are prohibited, but use may be made of copying ink or of indelible pencil to write on a surface previously dampened.

Parcels whose senders or addressees are designated by initials are not accepted, when destined for France. They are admitted, when destined for the United States, if the initials represent the trade name adopted by the sender or by the addressee.

2. The sender will prepare for each parcel sent to the United States a Customs declaration on a special form, and for each parcel sent to France two Customs declarations giving a general description of the parcel, an exact and detailed indication of the contents and value, and the date of mailing, and bearing the signature and address of the sender, as well as the name and address of the addressee. For parcels destined for France, the special Customs declaration will also indicate the gross weight of the parcel, the net weight of the contents, and the country of origin of the merchandise (or that in which the merchandise was manufactured). The Customs declarations relating to parcels sent from France to the United States of America or *vice versa*, from the United States of America to France, must be securely attached to the parcels.

The sender will also prepare a dispatch note on a special form for each parcel mailed in either country. It will show, in addition to the name and address of the sender, the office of mailing, the date of mailing, the number of Customs declarations, the exact weight of the parcel, the name and address of the addressee, the amount of postage paid at the time of mailing, and, in the case of an insured parcel, the number of the parcel and the amount of the declaration of value (insurance).

The dispatch notes relating to parcels sent from France to the United States of America must be securely attached to the parcels. The dispatch notes relating to parcels contained in each receptacle sent from the United States of America to France are included in a bundle which is inserted in that receptacle.

3. The Administrations do not accept any responsibility for the correctness of the indications entered in the Customs declarations, or on the part of the dispatch note filled in by the public.

4. Every parcel must be packed in a manner adequate for the length of the journey, 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.

No packing is required for ordinary parcels consisting of a single article, such as pieces of wood, metal, etc., which are not usually packed by the trade.

5. All liquids or easily liquefiable substances must be packed in a double container. Between the first container (bottle, flask, pot, box, etc.) and the second (box of metal, strong wood, strong corrugated pasteboard or fiberboard, or any other receptacle of equal strength) must be reserved a space filled with sawdust, bran, or some other spongy material, in sufficient quantity to absorb all the liquid if the container happens to become broken.

6. Powders and dyes in powder form must be enclosed in a hermetically sealed metal box, enclosed in turn in another strong outside container, so as to afford the greatest possible protection to the other mail articles.

7. Insured parcels must be fastened and sealed with wax, lead, or otherwise ; it is recommended that a special uniform imprint be placed in a conspicuous manner on the wax or lead seals. The sealing of ordinary parcels with wax (or lead) is optional.

The service of the country of destination has the right to open the parcels in order that the Customs may inspect their contents. In this case, the parcels must be refastened, and, if necessary, resealed with the official seals after inspection.

8. Insured parcels and the dispatch notes relating thereto must bear an indication of the amount of the insurance, expressed in money of the country of origin. That information must be given in Roman letters, spelled out in full, and in Arabic figures. The amount of the insurance must also be converted into gold francs by the sender or the office of origin. The result of that conversion is indicated by new figures placed beside or below those which represent the amount of the insured value in money of the country of origin.

The amount in gold francs must be underscored with a heavy line.

No erasure or correction is permitted in writing the amount of insurance on the dispatch note.

9. Insured parcels, as well as despatch notes relating thereto, must bear the note " Insured " or " Valeur déclarée " in Roman letters, written by hand or applied by means of a stamp or a sticker beside the address of the parcel. That note must be completed by the entry number of the parcel (insurance number). If the Customs declaration is not affixed to the parcel, it must also bear the note " Insured " or " Valeur déclarée ", written by hand or applied by means of a stamp or a sticker.

Labels of all kinds, and, if occasion arises, the postage stamps affixed to parcels, must be placed in such a way that they cannot conceal any deterioration suffered by the outside packing. They must not cover two sides of that packing so as to hide the edge.

10. The entry (insurance) number must also be placed on insured parcels.

#### Article 5.

##### PROHIBITED ARTICLES.

i. It is forbidden to send the following articles by parcel post :

(a) Letters or communications having the character of letters.

However, it is permissible to enclose in a parcel an open invoice, limited to the particulars constituting an invoice.

(b) Any enclosure bearing an address different from the address borne by the wrapper of the parcel.

(c) Live animals, except leeches.

(d) Articles whose admission is not authorized by the Customs or other laws or regulations in force in either country.

(e) Explosive or inflammable substances, and, in general, all articles whose transportation is dangerous.

2. When a parcel containing prohibited articles is transmitted by one Administration to the other Administration, the latter shall act in accordance with its domestic laws and regulations.

3. It is forbidden to send coins, gold or silver (whether manufactured or not), or any other precious articles, except in insured parcels.

If a parcel containing coins, gold or silver (whether manufactured or not), or other precious articles is sent uninsured, it shall be returned officially to origin, except in case that the Administration of the country of destination is authorized by its legislation to dispose of it otherwise. In the latter case, the dispatching office shall be informed of the disposal of the parcel.

4. The two Postal Administrations send each other a list of prohibited articles ; but they will not thereby undertake any responsibility to the police, the Customs or the senders of parcels.

#### *Article 6.*

#### CUSTOMS DUTIES.

Parcels are subject in the country of destination to all Customs duties and to all Customs regulations in force in that country for the protection of its Customs revenues and the duties to which such parcels are liable will be collected at the time of delivery, in accordance with the regulations of the country of destination.

#### *Article 7.*

#### MODE OF EXCHANGE OF PARCELS.

1. Parcels are exchanged, in sacks duly tied and sealed, by the offices designated by agreement between the Administrations, and are dispatched to the country of destination by the country of origin at its cost and by the means which it has at its disposal.

2. Insured parcels are enclosed in sacks apart from those which contain ordinary parcels ; the labels of the sacks containing insured parcels are marked with such distinctive sign as the Administrations may eventually agree upon.

#### *Article 8.*

#### ENTRY OF THE PARCELS IN THE PARCEL BILLS.

1. The insured parcels and the ordinary parcels are entered in separate parcel bills. The parcel bills are prepared in duplicate. The original is sent in the regular dispatches and 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. The ordinary parcels included in each dispatch sent to the United States of America are entered in the parcel bills by the indication of the total number of parcels and their total net weight.

The ordinary parcels included in each dispatch sent to France are entered in the parcel bills merely by the indication of their total number for each of the following divisions of weight :

(a) Up to 2 pounds (1 kilogram) ;

(b) Over 2 pounds and up to 11 pounds (5 kilograms) ;

- (c) Over 11 pounds and up to 22 pounds (10 kilograms) ;
- (d) Over 22 pounds but not exceeding 33 pounds (15 kilograms) ;
- (e) Over 33 pounds but not exceeding 44 pounds (20 kilograms).

3. Insured parcels are entered individually in the parcel bills. The entry for each parcel comprises the number of origin of the parcel as well as the name of the office of origin.

For parcels sent to the United States, the total net weight of all the parcels must also be indicated. For parcels sent to France, the indication relative to the division of weight must also be entered, the same as in the case of ordinary parcels.

4. Parcels sent in open mail must be entered separately in the parcel bills.

5. Returned or reforwarded parcels must be entered individually in the parcel bills, and the entry is followed by the note "Returned" or "Reforwarded", as the case may be. It is also necessary to indicate any charges to which such parcels may be liable in a special column set aside for the entry of such charges.

6. The total number of sacks of which each dispatch is composed is also indicated in the parcel bills, as well as the total amount to be credited to the Administration of destination.

7. The dispatching exchange offices must number the parcel bills in the upper left-hand corner, beginning every year a new series for each exchange office of destination. The last number of the preceding year must be indicated on the parcel bill of the first dispatch of the following year.

8. The exact method of entering parcels or the receptacles containing them sent in transit by one Administration to the other Administration, as well as all details of the operations to be effected in connection with the method of entering such parcels or such dispatches, for which no provision is made above, will be decided upon by mutual agreement through correspondence by the two Administrations.

#### Article 9.

##### CERTIFICATES OF MAILING.

The sender of an ordinary parcel will receive, on his request at the time of mailing, a certificate of mailing issued by the office of origin on a special form ; each country may collect a reasonable charge for that receipt, but no certificate of mailing other than the one showing the amount of the declaration of value (insurance) will be delivered to the senders of insured parcels.

#### Article 10.

##### RETURN RECEIPTS AND INQUIRIES.

1. The sender of an insured parcel may obtain a return receipt upon payment of such additional charge as the country of origin may stipulate.

2. The country of origin has the option of collecting a charge for all requests for information relative to the disposal of an ordinary or insured parcel made after mailing, if the sender has not already paid the special charge for a return receipt.

The country of origin also has the option of collecting a charge for an inquiry relative to an irregularity which is not, *prima facie*, imputable to a fault of the postal service.

3. When a return receipt is requested, the sender or the office of origin shall enter on the parcel, by hand or by means of a stamp, in a very conspicuous manner, the note "Avis de Réception" (return receipt), or simply the letters "A. R."

In that case, the parcels must be accompanied by a form conforming or analogous to the model appended to the Universal Postal Convention.

That form is made up by the office of origin or by any other office designated by the Administration of origin ; it is attached to the dispatch note of the parcel to which it relates, in the case of parcels sent to France, and to the parcel itself in the case of parcels sent to the United States of

America. If the form does not reach the office of destination, the latter makes up a new return receipt officially.

The office of destination, after having completed the form in question, returns it, unenclosed and free of postage, to the sender of the parcel.

*Article 11.*

NON-RESPONSIBILITY FOR ORDINARY PARCELS.

Neither the sender nor the addressee of an ordinary parcel is entitled to indemnity for the loss of the parcel or for the abstraction or deterioration of its contents.

*Article 12.*

RESPONSIBILITY FOR INSURED PARCELS.

1. Save in the cases contemplated by the following Article, the contracting Administrations are responsible for the loss, rifling, or damage of insured parcels.

The sender or rightful claimant is entitled, on that account, to an indemnity corresponding to the actual amount of the loss, rifling, or damage, but which may not exceed the amount of the insured value in the country of mailing.

2. No account is taken of indirect damage or unrealized benefits.

3. The indemnity is calculated in accordance with the current price of merchandise of the same nature at the place of mailing of the merchandise and at the time of such mailing. In the absence of current price lists, the indemnity is calculated on the basis of the price of the merchandise evaluated at the time and place of mailing.

4. In case that indemnity is due for the total loss, for irreparable damage to the contents, or for complete rifling of the contents, the rightful claimant is also entitled to reimbursement of the postage charges. The same applies in the case of parcels refused by the addressee because of their bad condition, if such bad condition is imputable to the postal service and involves the responsibility of that service.

5. The insurance fees are in all cases retained by the contracting Administrations.

*Article 13.*

EXCEPTIONS TO THE PRINCIPLE OF RESPONSIBILITY.<sup>65</sup>

1. The contracting Administrations are released from all responsibility :

(a) In case of *force majeure*, as that term is defined by the legislation or jurisprudence of the country in the service of which the loss or damage has occurred. However, each of the two Administrations reserves the right to cover risks resulting from *force majeure*, it being understood that the exercise of that option does not involve the reciprocal responsibility of the other Administration ;

(b) When they can not account for the disposal of a parcel as a result of the destruction of official records due to a case of *force majeure* ;

(c) When the damage is the result of a fault of the sender or of his negligence, or when it arises from the nature of the article ;

(d) For parcels whose contents come under one of the prohibitions in Article 5 ;

(e) For parcels which have formed the subject of a fraudulent declaration of value, higher than the actual value of the contents ;

(f) For parcels about which no inquiry has been made within the period of one year from the day following the date of mailing.

2. The sender is bound to make up, pack, and seal insured parcels in an adequate manner. The postal service does not assume any responsibility for loss, rifling, or deterioration resulting from defects which could not be detected at the time of mailing of the parcel.

*Article 14.*

CESSATION OF RESPONSIBILITY.

The contracting Administrations cease to be responsible for parcels which have been delivered under the conditions prescribed by their internal regulations and whose addressees have accepted delivery without making any reservations.

*Article 15.*

PAYMENT OF INDEMNITY.

The obligation of paying indemnity is incumbent upon the dispatching office, except in the cases contemplated by Article 12, Section I, where such indemnity is paid by the office of destination. The paying office is entitled to recourse against the responsible office.

*Article 16.*

PERIOD OF PAYMENT.

1. The payment of indemnity will be effected as soon as possible, and, at the latest, within the period of one year from the day following the date of the inquiry.

2. The office upon which Article 15 imposes the payment of indemnity is authorized to indemnify the rightful party on behalf of the office which, duly notified, has let nine months pass without settling the matter.

3. The dispatching office may exceptionally postpone settlement of the indemnity beyond the period of a year if, at the end of that period, it has not been able to determine what has become of the article in question or to fix the responsibility incurred.

*Article 17.*

RESPONSIBLE OFFICE.

1. Until the contrary is proved, the responsibility rests with the office which, having received the parcel from the other office without making any reservations and being furnished all the prescribed particulars for an investigation, can not establish either that the parcel has been delivered to the addressee or that it has been transmitted to the following office.

2. If the loss, rifling, or damage has taken place en route without its being possible to determine on the territory or in the service of what country it occurred, the contracting Administrations pay the damage by halves.

3. The Customs duties and other charges whose cancelation can not be obtained are charged to the Administration responsible for the loss, rifling, or damage.

4. By the fact of the payment of the indemnity, and up to the amount of such indemnity, the responsible Administration is subrogated in the rights of the person who has received the indemnity for all eventual recourse against either the addressee, the sender, or third parties.

However, if parcels considered as lost are subsequently found, in whole or in part, the person to whom the indemnity has been paid will be informed that he may regain possession of the recovered article by repaying the amount of the indemnity which has been paid to him.



*Article 18.*

## REPAYMENT OF THE INDEMNITY TO THE DISPATCHING OFFICE.

1. The country responsible for the loss, rifling, or damage and on behalf of which the payment is made is bound to repay the amount of the indemnity to the country which has made payment on its behalf. That reimbursement must be effected without delay, and at the latest at the expiration of nine months after receipt of the notification of payment.

2. Reimbursements of this kind must be effected without expense for the creditor country, by means of a money order or a draft, in money valid in the creditor country, or by any other means which may be agreed upon by mutual consent through correspondence.

3. Repayments of indemnities by one country to the other will be made on the basis of the gold franc.

*Article 19.*

## PAYMENT OF THE INDEMNITY (IN CASE OF FORWARDED PARCELS).

In case that an insured parcel forwarded by the Administration of destination to a country which has not adhered to the present Convention has been lost, rifled, or damaged en route between the place from which it was forwarded and the place of final destination, the rightful party is indemnified within the limits fixed by the agreements in force in relations between the redispaching office and the office to which the parcel was forwarded.

In case of forwarding effected through error by the Administration of destination to a country which has not adhered to the present Convention, the redispaching office is responsible to the rightful person within the limits fixed by the said Convention.

*Article 20.*

## LOSS, RIFLING, OR DAMAGE DETECTED AT THE TIME OF RECEIPT OF THE MAILS.

The responsibility for the loss, rifling, or damage of an insured parcel detected by the exchange office of destination at the time of opening the mails and reported to the dispatching exchange office in accordance with the provisions of Article 22 hereafter, is incumbent upon the Administration to which the dispatching exchange office belongs, unless it is proven that the loss, rifling, or damage took place in the service of the Administration of destination.

*Article 21.*

## PARCELS IN TRANSIT.

1. Each Administration guarantees the right of transit over its territory for parcels originating in the territory of the other contracting Administration and destined for any country with which it exchanges parcel post, and, in the other direction, for parcels originating in one of these latter countries and destined for delivery on the territory of the other contracting Administration.

2. Each Administration will notify the other Administration regarding the countries to which parcels may be sent through its intermediary, as well as the amounts to be entered to its credit in the parcel bills for such parcels.

3. In order to be accepted, parcels sent by one of the contracting countries and destined to pass in transit through the other country must fulfill the conditions fixed by the intermediate Administration.

*Article 22.*

## CHECK BY EXCHANGE OFFICES.

1. Upon receipt of a parcel bill, the exchange office proceeds to check the parcels and the various documents accompanying them.

2. If it discovers any errors or omissions in the parcel bill, it immediately makes the necessary corrections, taking care to cross out the erroneous indications in ink in such a way as to leave the original entries recognizable. Those corrections are made jointly by two agents. Except in case of obvious error, they will prevail over the original declaration.

The office of destination also makes up a bulletin of verification and sends it without delay to the dispatching exchange office under registered cover.

3. Differences of slight importance, relative to the volume, dimensions, and weight of the parcels, as well as irregularities which evidently do not involve the responsibility of the respective Administrations are pointed out by a bulletin of verification.

4. The dispatching exchange office returns the bulletin of verification after having examined it and entered thereon its observations, if any. That bulletin is then attached to the parcel bills of the parcels to which it relates. Corrections made on a parcel bill which are not justified by a supporting paper are considered as devoid of value.

5. The discovery of shortages, alterations, or irregularities of such a nature as to involve the responsibility of the respective Administrations gives rise to the preparation of a bulletin of verification which is sent under registered cover to the dispatching exchange office.

If it is a question of an insured parcel, a report of proceedings is also prepared and sent under official registration to the Central Administration of the country to which the dispatching exchange office belongs, accompanied if possible by the string and the lead seals which have served to fasten the receptacle in which the parcels were contained. A duplicate of that report is addressed at the same time to the Central Administration to which the exchange office of destination belongs, or to some other office designated by the latter.

6. If necessary, the dispatching exchange office may also be advised by telegram, at the expense of the office sending such telegram.

7. When the exchange office of destination has not addressed to the dispatching exchange office, by the first mail following the verification, a bulletin pointing out errors or irregularities, the office of destination is considered as having received the parcels, unless the contrary is proved.

8. Without prejudice to the application of the provisions of Section 5 of the present Article, the exchange office which receives from a corresponding office a parcel which is damaged or insufficiently packed must redispach such parcel after repacking, if necessary, preserving the original packing as far as possible.

If the damage is such that the contents of the parcel may have been abstracted, the office must first officially open the parcel and verify its contents.

In either case, the weight of the parcel will be verified before and after repacking, and indicated on the packing of the parcel itself. That indication will be followed by the note "Remballé à....." (Repacked at.....) and the signatures of the agents who have effected such repacking.

*Article 23.*

## DELIVERY, CUSTOMS CLEARANCE, AND STORAGE CHARGES.

1. The Administration of the country of destination may collect from the addressee, for delivery and the fulfillment of Customs formalities, a charge not exceeding 20 cents gold (1 franc gold) per parcel. It may collect a supplementary charge of 10 cents gold (50 centimes gold) for each presentation of the parcel at the address of the addressee after the first unsuccessful presentation. These charges are not canceled in case of forwarding or return to origin of the parcel.

2. Each Administration may collect reasonable charges for storage or demurrage, in case that the addressee does not accept the delivery of a parcel within such reasonable period as may be prescribed by the Administration of the country of destination. Charges of this nature will be canceled in the case of return of the parcel to the country of origin.

*Article 24.*

FORWARDING.

1. The forwarding of a parcel, as the result of change of address of the addressee, within the territory of the country of destination, may be effected, at the request of the sender or addressee, or without express request, if the regulations of the country so prescribe.

The forwarding of a parcel from one country to another is effected only at the request of the sender or addressee, and provided that such parcel fulfills the conditions required for the new transmission.

The sender is authorized to forbid any forwarding by an appropriate notation on the dispatch note and on the parcel.

2. The forwarding of parcels to another country, as a result of change of address of the addressee, gives rise to a new collection of the charges fixed by Article 31. When a parcel has been forwarded on the territory of the country of destination, the Administration of that country may collect a forwarding charge based on its domestic regulations. Those charges, which are collectible in case of subsequent forwarding or return to the sender, are collected from the addressee or from the sender, as the case may be, without prejudice to the payment of the other charges which the country of destination does not agree to cancel.

3. In the case of a parcel redirected or returned in transit, through one of the two Administrations to the other, the intermediate Administration may recover from the other Administration all the sums due to it for any territorial or maritime service performed, as well as all the amounts which must be credited to one or more other Administrations concerned.

*Article 25.*

FORWARDING OF MISSENT PARCELS.

Missent ordinary parcels are forwarded to their destination by the most direct route at the disposal of the Administration which has received them through error. That Administration may not charge such parcels with Customs duties or any other charges.

Insured parcels received missent are not forwarded unless they can be forwarded as insured parcels. If that condition is not fulfilled, such parcels are returned to origin.

When the reforwarding involves the return of the parcel to the office of origin, the Administration which effects the retransmission refunds to that office the credits received and points out the error by a bulletin of verification.

When the reforwarding involves the dispatch of a parcel to a third country, and if the sum credited to the Administration effecting the retransmission is not sufficient to cover the expenses of the latter, the said Administration recovers the amount of the insufficiency by debiting the exchange office from which it has directly received the missent parcel. The reason for such recovery is pointed out to the latter office by a bulletin of verification.

*Article 26.*

PROHIBITION AGAINST COLLECTING POSTAL CHARGES OTHER THAN THOSE PRESCRIBED.

The parcels to which the present Convention applies will not be subject to any postal charges other than those which are provided for in the different Articles of the said Convention.

*Article 27.*

## WITHDRAWAL AND CHANGE OF ADDRESS.

As long as a parcel has not been delivered to the addressee, the sender may request its return or have its address altered. The requests for withdrawal or change of address, which must be made in accordance with the rules established by the domestic regulations of the contracting Administrations, must be addressed to the Central Administration, if it is a question of parcels destined for delivery in the United States of America, and to the office of destination, if it is a question of parcels destined for delivery in France.

The sender is bound to guarantee in advance the payment of the postage charges due for the new transmission.

*Article 28.*

## NON-DELIVERY.

1. In the absence of contrary instructions by the sender, any parcel which can not be delivered must be returned to the sender without previous notice. The new postage charges, as well as the new insurance fees in the case of insured parcels (which must be returned in the same form as received, *i.e.*, as insured parcels), must be collected from the sender.

The office of first destination recovers its expenses from the office of origin, by an entry made in the parcel bill as provided by Article 8, Section 5, for forwarded parcels.

2. The sender may indicate, by a note placed on the back of the dispatch note and on the parcel itself, the manner in which he desires his parcel treated in case of non-delivery.

To that effect, he may request that his parcel be :

- (a) Considered as abandoned ;
- (b) Presented to a second addressee in the country of destination ;
- (c) Immediately returned to origin.

3. Undeliverable parcels are returned to origin, in the absence of a request to the contrary by the sender, at the expiration of a period of 30 days, counting from their date of arrival at the office of destination.

Every parcel returned to the sender, as well as the dispatch note belonging thereto, must bear a very clear indication of the reason for the non-delivery.

4. Parcels liable to deterioration, and these only, may be sold immediately, even en route, on the outward or return journey, without previous notice and without judicial formalities. The net proceeds of the sale will be turned over to the rightful party after deducting the charges to which the parcel may be liable.

If, for any reason, the sale of the parcel is impossible, the deteriorated or worthless article will be destroyed. A report will be made up of the sale or destruction. A copy of that report is transmitted to the Administration of origin.

5. Undeliverable parcels which are abandoned by the sender are not returned to origin by the office of destination, which treats them in accordance with its legislation.

In the case of insured parcels which the sender declares his desire to abandon and which can not be delivered, careful note will be taken of the disposal made of the parcel, and the Administration of origin will be advised thereof.

*Article 29.*

## CUSTOMS DUTIES TO BE CANCELED.

The Customs duties, properly so called, applicable to parcels which are destroyed, returned to the country of origin, or forwarded to another country, will be canceled, in France and in the United States of America, provided that the formalities prescribed by the Customs are fulfilled.

*Article 30.*

## RECEPTACLES.

Each Administration will furnish the sacks necessary for the dispatch of its parcels. The empty sacks will be returned to the country of origin by the following mail. The empty sacks will be assembled in packages of ten (nine sacks enclosed in a tenth sack) and the total number of such sacks will be entered in the parcel bill covering the parcels.

The redispaching office will enter in its parcel bills the number of receptacles returned ; it will be responsible for the loss of those whose return it can not prove.

*Article 31.*

## 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 from France addressed to the United States of America, 70 centimes gold per kilogram computed on the bulk net weight of each dispatch.

(b) For parcels from the United States of America addressed to France :

|     |      |                 |                 |                              |
|-----|------|-----------------|-----------------|------------------------------|
| Fr. | 0.45 | gold per parcel | from 0 to 1 kg. | (2 pounds).                  |
| „   | 0.75 | „               | „               | „ 1 to 5 kgs. (11 pounds).   |
| „   | 1.20 | „               | „               | „ 5 to 10 kgs. (22 pounds).  |
| „   | 1.65 | „               | „               | „ 10 to 15 kgs. (33 pounds). |
| „   | 2.10 | „               | „               | „ 15 to 20 kgs. (44 pounds). |

In addition, for each insured parcel the dispatching Administration shall pay, as an insurance terminal credit, a uniform charge of 10 centimes gold regardless of the amount for which the parcel is insured.

The terminal and insurance credits 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.

2. The intermediate Administration fixes the sums which must be allowed for parcels sent by one Administration to the other Administration for onward dispatch to a possession of one or the other country, or to a third country.

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 Administration recovers from the other Administration the whole of the charges due to it, namely :

(a) The quota prescribed by Section 1 above ;

(b) The other charges due on the parcel forwarded or returned to origin which are not annulled by the office of destination.

In case of reforwarding to a third country, the accrued charges, that is, the charges mentioned in (a) and (b) above, shall follow the parcel ; if it is a question of forwarding at the order of the sender and in the case that the third country concerned refuses to assume the charges, because they can not be collected from the addressee, such charges shall be charged back to the country of origin for recovery from the sender.

*Article 32.*

## ADJUSTMENT OF ACCOUNTS.

1. Each Administration causes to be made up quarterly, for all parcels received from the other Administration, statements (conforming or analogous to Form C.P.13 of the International

Agreement) of the sums entered in the parcel bills, to its credit or to its debit. Parcels received for transmission to another Administration form the subject of separate statements and accounts.

2. These statements are recapitulated in an account made up on a form conforming or analogous to Form C.P.14 of the International Agreement.

3. The said account, accompanied by the recapitulatory statements, the parcel bills, and the bulletins of verification if any, is submitted to the corresponding office for examination within the course of the month which follows that to which it relates.

The totals are never to be corrected. Errors discovered must form the subject of statements of differences.

4. After having been verified and accepted, the accounts are recapitulated in a general quarterly account, made up by the creditor office.

5. The balance resulting from the settlement of the general quarterly accounts is paid by the debtor office to the creditor office, in gold francs, by means of drafts payable at sight on the Capital or on a commercial city of the creditor country, or in any other manner agreed upon through correspondence between the two Administrations. The expenses of payment are borne by the debtor Administration.

6. The preparation, transmission, and payment of the balance of a general account will be effected as soon as possible, and at the latest within a period of three months after the expiration of the following quarter. After the expiration of that period, the sums due by one Administration to the other will bear interest at the rate of 5 percent a year, beginning with the date of expiration of the said period.

#### *Article 33.*

#### QUESTIONS NOT COVERED BY THE CONVENTION.

1. All questions concerning requests for recall or change of address of parcels, the obtaining of return receipts for insured parcels, or their transmission when, already requested, they have not been furnished, and the adjustment of indemnity claims, which are not covered by this Convention shall be subject to the provisions of the Universal Postal Union Convention and the Regulations for its Execution in so far as they are applicable and not inconsistent with the provisions of this Convention and finally, if no other arrangement has been made, the internal legislation, regulations, and rulings of the United States of America and France, according to the country involved, shall govern.

2. The Postmaster General of the United States of America and the Chief of the Administration of Posts of France have the power to make, by agreement, through correspondence, any changes or modifications and any subsequent regulations of order and detail which may be necessary to facilitate the execution of the service contemplated by the present Convention, as well as the power to conclude agreements for the registration of parcels and for the exchange of parcels with charges to be collected on delivery.

The Postal Administrations of the two contracting countries will reciprocally advise each other of their legislative or regulatory provisions applicable to the transportation of parcel post.

#### *Article 34.*

#### EXECUTION OF THE SERVICE BY THE RAILWAY AND STEAMSHIP COMPANIES.

1. The French Government reserves the right to have the clauses of the present Convention executed by the railway and steamship companies. It may also limit this service to parcels originating in or destined for places served by enterprises of that nature.

2. The Administration of Posts of France will conclude, with the railway and steamship companies, an agreement for the execution by those enterprises of all the clauses of the present Convention and for the organization of the service of dispatch and receipt of parcels.

3. It will act as intermediary for them in all their relations with the Post Office Department of the United States of America.

*Article 35.*

DURATION OF THE CONVENTION.

1. The present Convention replaces and abrogates the one which had been signed at Washington on June 15th, 1908<sup>1</sup>, as well as the additional Agreements of February 7th/March 15th, 1911, and of January 15th/February 10th, 1921. It will enter into force on a date to be fixed by mutual consent between the Administrations of the two countries. The operations contemplated therein will likewise commence on a date fixed by mutual consent.

2. It will remain in force until one of the two contracting Administrations has notified the other, six months in advance, of its intention to abrogate it.

Either of the two Administrations may temporarily suspend the service of insured parcels, totally or partially, when there are special reasons for doing so, or restrict that service to certain offices, but on the condition that the other Administration has been informed of that measure in advance, and by the most rapid means if necessary.

Done in duplicate and signed at Paris, the 7th day of December, 1935, and at Washington, the 30th day of December, 1935.

(Seal) 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 Convention relative to the exchange of Parcel Post between France and the United States of America in all the languages in which the original was signed.

S. W. Purdum,  
*Acting Postmaster General.*

---

<sup>1</sup> *British and Foreign State Papers*, Vol. 101, page 1020.