

N° 4078.

ÉTATS-UNIS D'AMÉRIQUE
ET GIBRALTAR

Arrangement entre l'Administration des postes des États-Unis d'Amérique et l'Administration des postes de Gibraltar relatif à l'échange des colis postaux, et règlement d'exécution y annexé. Signés à Gibraltar, le 18 décembre 1936, et à Washington, le 5 janvier 1937.

UNITED STATES OF AMERICA
AND GIBRALTAR

Agreement between the Postal Administration of the United States of America and the Postal Administration of Gibraltar concerning the Exchange of Parcel Post, and Detailed Regulations annexed thereto. Signed at Gibraltar, December 18th, 1936, and at Washington, January 5th, 1937.

No. 4078. — AGREEMENT¹ BETWEEN THE POSTAL ADMINISTRATION OF THE UNITED STATES OF AMERICA AND THE POSTAL ADMINISTRATION OF GIBRALTAR CONCERNING THE EXCHANGE OF PARCEL POST. SIGNED AT GIBRALTAR, DECEMBER 18TH, 1936, AND AT WASHINGTON, JANUARY 5TH, 1937.

English official text communicated by the Envoy Extraordinary and Minister Plenipotentiary of the United States of America at Berne and by His Majesty's Secretary of State for Foreign Affairs in Great Britain. The registration of this Agreement took place March 23rd, 1937.

The undersigned, for and on behalf of THE POSTAL ADMINISTRATIONS OF THE UNITED STATES OF AMERICA and GIBRALTAR (which are hereinafter severally referred to as "Postal Administration" or as "Administration") provided with full powers by their respective Governments, have by mutual consent drawn up and agree to be bound by the following Agreement :

Article I.

OBJECT OF THE AGREEMENT.

Between the United States of America (including Alaska, Puerto Rico, the Virgin Islands, Guam, Samoa, and Hawaii) on one hand, and Gibraltar 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 an intermediary, and the amount of the charges due to it therefor, as well as other conditions.

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

¹ Came into force January 1st, 1937.

¹ TRADUCTION. — TRANSLATION.

N^o 4078. — ARRANGEMENT ² ENTRE L'ADMINISTRATION DES POSTES DES ÉTATS-UNIS D'AMÉRIQUE ET L'ADMINISTRATION DES POSTES DE GIBRALTAR RELATIF A L'ÉCHANGE DES COLIS POSTAUX. SIGNÉ A GIBRALTAR, LE 18 DÉCEMBRE 1936, ET A WASHINGTON, LE 5 JANVIER 1937.

Texte officiel anglais communiqué par l'envoyé extraordinaire et ministre plénipotentiaire des États-Unis d'Amérique à Berne et le secrétaire d'État aux Affaires étrangères de Sa Majesté en Grande-Bretagne. L'enregistrement de cet arrangement a eu lieu le 23 mars 1937.

Les soussignés, pour le compte et au nom DES ADMINISTRATIONS POSTALES DES ÉTATS-UNIS D'AMÉRIQUE et DE GIBRALTAR (qui sont ci-après désignées par les mots « administration postale » ou « administration »), munis des pleins pouvoirs de leurs gouvernements respectifs, ont, d'un commun accord, établi l'arrangement ci-dessous qu'ils ont convenu de considérer comme obligatoire.

Article premier.

OBJET DE L'ARRANGEMENT.

Il peut être échangé entre les États-Unis d'Amérique (y compris l'Alaska, Porto-Rico, les îles Vierges, Guam, Samoa et Hawaï) d'une part, et Gibraltar 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 par son intermédiaire, 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 pour être acheminés vers leur destination que s'ils satisfont aux conditions que l'administration intermédiaire pourra fixer de temps à autre.

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.

² Entré en vigueur le 1^{er} janvier 1937.

Article III.

PREPAYMENT OF 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, prepayment of the postage and such of the fees mentioned in the preceding section as are applicable, is compulsory.

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) Articles which, from their nature or by their packing, may expose postal officials to danger, or soil or damage other parcels ;

(b) Opium, morphine, cocaine and other narcotics ;

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

(d) A letter or any document which constitutes an actual and personal correspondence. 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, with mention of the address of the sender ;

(e) Obscene or immoral articles ;

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

(g) Explosive, inflammable, or dangerous substances ;

(h) Any live animal, except leeches ;

(i) Coin, bank notes, currency notes or any kind of securities payable to bearer, platinum, gold or silver, whether manufactured or unmanufactured, precious stones, jewels or other precious articles in uninsured parcels.

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 the regular rate.

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

3. If parcels wrongly admitted to the post are neither returned to origin nor delivered to the addressee, the Administration of origin must be informed in a precise manner of the treatment accorded to the parcels.

Article VI.

INSURANCE.

Parcels may be insured up to the amount of 500 gold francs 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.

RESPONSIBILITY. INDEMNITY.

1. The Postal Administrations of the two contracting countries will not be responsible for the loss, abstraction or damage of an ordinary parcel.

2. Except in the cases mentioned in the Article 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 to compensation 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, the ordinary estimated value), at the place where and the time when the parcel was accepted for mailing, provided in any case that the indemnity may not be greater than the amount for which the parcel was insured, and on which the insurance fee has been collected, or the maximum amount of 500 gold francs.

3. No indemnity is paid for indirect damages or loss of profits resulting from the loss, rifling, damage, non-delivery, mis-delivery or delay of an insured parcel dispatched in accordance with the conditions of the present Agreement.

4. 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 return of the postal charges, if claimed. However, the insurance fees are not in any case returned.

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

6. When an insured parcel originating in one country and destined to be delivered 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 of the 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 a case, only to the indemnity which the country where the loss, rifling or damage occurred consents to pay, or which that country is obliged 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 limits of the present Agreement.

7. The sender is responsible for defects in the packing and insufficiency in the closing and sealing of insured parcels. Moreover, the two Administrations are released from all responsibility in case of loss, rifling or damage caused by defects not noticed at the time of mailing.

Article VIII.

EXCEPTIONS TO THE PRINCIPLE OF RESPONSIBILITY.

The Administrations are relieved from all responsibility :

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

(b) In case of loss or damage through *force majeure* (causes beyond control) although either Administration may at its option and without recourse to the other Administration pay indemnity for loss or damage due to *force majeure* even in cases where the Administration of the country in the service of which the loss or damage occurred recognizes that the damage was due to *force majeure*. The country responsible for the loss, abstraction or damage, must decide, in accordance with its internal legislation, whether this loss, abstraction or damage is due to circumstances constituting a case of " *force majeure* " ;

(c) When, their responsibility not having been proved otherwise, they are unable to account for parcels in consequence of the destruction of official documents through *force majeure* ;

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

(e) For parcels which contain prohibited articles ;

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

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

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

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

Article IX.

TERMINATION OF RESPONSIBILITY.

The Administrations cease to be responsible for parcels of which they have effected delivery in accordance with their internal regulations for parcels of the same nature.

Responsibility is, however, maintained when the addressee or, in case of return, the sender makes reservations in taking delivery of a parcel the contents of which have been abstracted or damaged.

Article X.

PAYMENT OF COMPENSATION.

The obligation to pay compensation, as well as the postage charges due to be refunded, rests with the Administration to which the office of origin of the parcel is subordinate. However, in

cases where the compensation is paid to the addressee in accordance with Article VII, Section 2, second paragraph, the obligation shall rest with the Administration of destination.

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

Article XI.

PERIOD FOR PAYMENT OF COMPENSATION.

1. 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 Administration responsible for making payment 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.

2. 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.

Article XII.

FIXING OF RESPONSIBILITY.

1. Until the contrary is proved, responsibility for an insured parcel rests with the Administration which, having received the parcel without making any reservations and being put in possession of all the regulation means of investigation, cannot establish the disposal of the parcel.

2. When the loss, rifling or damage of an insured parcel is detected upon opening the receptacle at the receiving exchange office and has been regularly pointed out to the dispatching exchange office, the responsibility falls on the Administration to which the latter office belongs, unless it be proved that the irregularity occurred in the service of the receiving Administration.

3. If the loss, rifling or damage has taken place in the course of transportation, without its being possible to establish on the territory or in the service of which country the act took place, the offices involved bear the loss in equal shares.

4. The Administration paying compensation takes over, to the extent of the amount paid, the rights of the person who has received it, in any action which may be taken against the addressee, the sender or a third party.

5. If a parcel which has been regarded as lost is subsequently found the person to whom compensation has been paid must be informed that he is at liberty to take possession of the parcel against repayment of the amount of compensation.

Article XIII.

REPAYMENT OF COMPENSATION.

1. The Administration responsible for the loss, rifling or damage and on whose account the payment is effected, is bound to repay the amount of the indemnity to the country which has effected the payment. This reimbursement must take place without delay, and at the latest within the period of nine months after notification of payment.

2. These repayments to the creditor country must be made without expense for that office, by money order or draft, in money valid in the creditor country or in any other way to be agreed upon mutually by correspondence.

3. The reimbursement of the indemnities must be effected on the basis of gold money.

Article XIV.

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 50 centimes gold per parcel.

Article XV.

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 50 centimes gold per parcel. The same fee may be charged, if the case arises, for each presentation after the first at the addressee's residence or place of business.

Article XVI.

WAREHOUSING CHARGES.

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

Article XVII.

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 XVIII.

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 Gibraltar and in the United States of America.

Article XIX.

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 Gibraltar shall be addressed to the Colonial Postmaster, Gibraltar.

Article XX.

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 XXI.

RETURN RECEIPTS AND INQUIRIES.

1. The sender of an insured parcel may obtain an advice of delivery upon payment of such additional charges, 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 for 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 XXII.

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 allows to the Administration to which it forwards the parcel the credits due it ; it 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 XXIII.

REFORWARDING.

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.

The reforwarding of a parcel within one of the contracting countries gives rise to the collection of the supplementary charges provided for by the Administration of that country. The same is true, if occasion arises, in regard to the delivery of such parcel to another person at the original place of destination. These charges shall not be cancelled even in case the parcel is returned to origin or reforwarded to another country.

2. If a parcel must be reforwarded to one of the two countries signatory to the present Agreement, it is liable to new postage charges, and, if occasion arises, new insurance fees, unless such charges and fees have been paid in advance. The new fees are collected from the addressee by the Administration effecting the delivery. Insured parcels must be reforwarded as such.

3. At the request of the sender or addressee, parcels may also be reforwarded or returned to another country. Insured parcels may not, however, be reforwarded or returned except as such. The senders may mark the parcels : " Do not forward to a third country ". In that case, the

parcels must not be reforwarded to any other country. In case of loss, rifling or damage of an insured parcel reforwarded to another country or returned by that country, the indemnity is decided upon exclusively in accordance with the provisions of Article VII, Section 6.

Article XXIV.

NON-DELIVERY.

1. Undeliverable parcels returned to the sender are liable to new postage charges as well as insurance fees if necessary, and are returned as parcels of the same class in which they were received. The charges are collectible from the sender and are collected by the Administration delivering the parcels to him.

2. At the time of mailing, the sender must state how his parcel is to be disposed of in the event of non-delivery; that is, the sender must mark the parcel and the Customs declarations with one of the following notes:

- “ In case of non-delivery, the parcel should be returned immediately ”;
- “ In case of non-delivery, the parcel should be considered as abandoned ”;
- “ In case of non-delivery, the parcel should be delivered to ”.

No note other than those provided for above, or note of similar import, is permitted, except as provided in Article XXIII, Section 3.

3. Barring contrary instructions, undeliverable parcels are returned to origin, without previous notification, 30 days after their arrival at the office of destination. Parcels which the addressee refuses to accept shall be returned immediately. In all cases, the reason for non-delivery must be indicated on the parcel.

4. Parcels liable to deterioration or corruption may be sold immediately, even *en route*, on the outward or return voyage, without previous notice and without judicial formality, for the profit of the rightful party.

If, for any reason sale is impossible, the deteriorated or corrupted articles are destroyed. The sale or destruction gives rise to the making of a report which is sent to the Administration of origin.

5. Undeliverable parcels which the sender has abandoned may, at the expiration of a 30-day period, be sold for the profit of the Administration of the country of destination. However, in the case of an insured parcel, a report is made up, which must be sent to the Administration of the country of origin. Likewise, the Administration of the country of origin must be advised when an insured parcel which is undeliverable is not returned to origin.

6. The provisions of Article XXV, Section 2, shall be applied to a parcel which is returned in consequence of non-delivery.

Article XXV.

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. 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 delivery, Customs clearance and storage charges provided for by Articles XIV, XV and XVI ;
- (c) The charges for reforwarding or return.

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 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 XXVI.

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 XXVII.

AIR PARCELS.

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

Article XXVIII.

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, or restrict it to certain offices, on condition of giving immediate notice, if necessary by telegraph, to the other Administration.

Article XXIX.

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 change of address of parcels and the obtaining and disposition of return receipts and settlement of indemnity claims in connection with insured parcels shall be treated in accordance with the provisions of the Universal Postal Convention and its Regulations of Execution, in so far as they are applicable and are not contrary to the foregoing provisions. If the case is not provided for at all, the domestic legislation of the United States of America or of Gibraltar or the decisions made by one country or the other, are applicable in the respective country.

2. The details relative to the application of the present Agreement will be fixed by the two Administrations in Regulations of Execution, the provisions of which may be modified or completed

by common consent by way of correspondence. A similar agreement through correspondence may be made with a view to the exchange of collect-on-delivery parcels.

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

Article XXX.

DURATION OF THE AGREEMENT.

1. This Agreement substitutes and abrogates the Parcel Post Agreement signed at Washington, January 8th, 1915, and at Gibraltar, December 7th, 1914.

2. It shall become effective on January 1st, 1937.

3. It shall remain in effect as long as it has not been terminated six months in advance by one or the other of the two Administrations.

Done in duplicate and signed at Washington, the 5th day of January 1937, and at Gibraltar, the 18th day of December 1936.

(Seal) (Sd) James A. FARLEY,
The Postmaster General
of the United States of America.

(Seal) (Sd) A. McCORMICK,
The Colonial Postmaster of Gibraltar.

DETAILED REGULATIONS

FOR THE EXECUTION OF THE AGREEMENT CONCERNING THE EXCHANGE OF PARCEL POST
BETWEEN THE POSTAL ADMINISTRATION OF THE UNITED STATES OF AMERICA
AND THE POSTAL ADMINISTRATION OF GIBRALTAR.

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 of Gibraltar.

Article I.

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 nor the following dimensions :

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 which are 3½ feet or less in length do not exceed 6 feet in length and girth (taken in a direction other than that of the length) combined.

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 written legibly and correctly, on the parcel itself if possible, or on a label or tag affixed securely to the parcel.

It is recommended that a duplicate of the address be inserted in every parcel, especially when the use of a tag for the address is rendered necessary by the packing or form of the parcel.

Parcels on which the name of the sender or of the addressee is indicated merely by initials are not admitted, unless the initials are the adopted trade name of the sender or addressee which is generally understood.

Addresses in pencil are not admitted. However, addresses written in indelible pencil on a previously dampened surface are accepted.

2. Each parcel must be packed in such a manner that the contents are protected over the whole route, and in such a way as to prevent the contents from damaging other parcels or objects or injuring postal agents. The packing must protect the contents sufficiently that, in case of rifling, the traces thereof may be easily discovered.

Ordinary parcels may be sealed at the option of the sender, or careful tying is sufficient as a mode of closing. Insured parcels must be sealed by means of wax, by lead or other seals.

As a protective measure, either Administration may require that special imprints or marks of the senders appear on the wax or lead seals closing insured parcels.

The Customs Administration of the country of destination is authorized to open the parcels. To that end, the seals or any other fastenings may be broken. Parcels opened by the Customs must be refastened and also officially resealed.

3. Each insured parcel must bear on the address side an insurance number and must bear a label with the words "Insured" or "Valeur déclarée".

4. For insured parcels, the amount of insured value must appear on the parcel in the currency of the country of origin, in Roman characters written in full and in Arabic figures. Also, the exact weight of each parcel in pounds and ounces must be entered by the Administration of origin (*a*) on the address side of the parcel and (*b*) on the Customs declaration in the place reserved for this purpose.

5. The labels or postage stamps affixed to insured parcels must be spaced so that they cannot serve to conceal injuries to the packing. Neither may they be folded over two faces of the wrapping so as to cover the edge.

6. Liquids and easily liquefiable substances must be sent in a double receptacle. Between the first (bottle, flask, box, etc.) and the second (box of metal, strong wood, or strong carton of fiberboard, or receptacle of equal strength), there must be left a space to be filled with sawdust, bran or other absorbent material, in sufficient quantity to absorb all the liquid in case that the receptacle is broken.

7. Powders and dyes in powder form must be packed in strong boxes of tin or other metal, which, after soldering, must be placed in turn in substantial outer covers in such a way as to avoid all damage to other articles.

Article 3.

CUSTOMS DECLARATIONS.

1. The sender shall prepare one Customs declaration for each parcel sent from either country, 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, gross and net weight, the sender's name and address, and the name and address of the addressee, and shall be securely attached to the parcel.

However, as an exception to the foregoing, the use of only one Customs declaration may be allowed for a single consignment of any number of uninsured parcels sent by the same sender to the same addressee at the same time. In this case the Customs declaration shall show, in addition to the particulars set forth in the preceding paragraph, the total number of parcels comprising the shipment, and shall be securely attached to one of the parcels. The parcels comprising the entire shipment shall be clearly marked in such case with a fractional number, the numerator of which will indicate, in Arabic figures, the number of the parcel and the denominator the number of parcels comprising the shipment; for example, if a single shipment were composed of 15 parcels, each parcel would be numbered, respectively, $1/15$, $2/15$, $3/15$, etc.

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 places on the parcel the letters or words "A. R." or "Return receipt requested". 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 mailed, 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 section.

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 per cent 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. Separate parcel bills must be prepared for the ordinary parcels on the one hand, and for the insured parcels on the other hand.
The parcel bills are prepared 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.
2. The ordinary parcels included in each dispatch sent to either country are to be entered on the parcel bills to show the total number of parcels and the total net weight thereof.
3. Insured parcels shall be entered individually on the parcel bills to show the insurance number and the name of the office of origin, as well as the total net weight of the parcels.
4. Parcels sent " à découvert " must be entered separately on the parcel bills.
5. Returned or redirected parcels must be entered individually on the parcel bills and 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.
6. The total number of sacks comprising each dispatch must also be shown on the parcel bills.
7. Each dispatching exchange office numbers the parcel bills in the upper left-hand corner in accordance with an annual series. The last number of the preceding year must be mentioned on the first bill of the following year.
8. 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.

VERIFICATION BY THE EXCHANGE OFFICES.

1. Upon receipt of a dispatch, the exchange office of destination proceeds to verify it. The entries in the parcel bill must be verified exactly. Each error or omission must be brought immediately to the knowledge of the dispatching exchange office by means of a bulletin of verification. A dispatch is considered as having been found in order in all regards when no bulletin of verification is made up.
If an error or irregularity is found upon receipt of a dispatch, all objects which may serve later on for investigations, or for examination of requests for indemnity, must be kept.

2. The dispatching exchange office to which a bulletin of verification is sent returns it 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 supporting papers are considered as devoid of value.

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

4. In case of shortage of a parcel bill, a duplicate is prepared, a copy of which is sent to the exchange office of origin of the dispatch.

5. The office of exchange 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 wrapper of the parcel itself. That indication will be followed by the note " Repacked at ", and the signature of the agents who have effected such repacking.

Article 9.

CHARGES.

1. For each parcel, ordinary or insured, sent to Gibraltar payment shall be made at the rate of 3 cents per pound, based on the bulk net weight of each dispatch.

For each parcel, ordinary or insured, sent to the United States of America, payment shall be made at the rate of 6 cents per pound, based on the bulk net weight of each dispatch.

These terminal charges may be reduced or increased on 3 months previous notice given by one country to the other. These reductions or increases shall hold good for at least one year.

2. The amounts to be allowed in respect to parcels sent from one Administration to the other for onward transmission to a possession of either country, or to a third country, shall be fixed by the intermediary Administration.

3. Except as provided in this Article, each Administration shall keep the whole of the sums which it collects by virtue of the various Articles of this Agreement.

Article 10.

ACCOUNTING.

1. At the end of each quarter, each Administration makes up an account on the basis of the parcel bills.

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

3. The recapitulation, transmission examination and acceptance of these accounts must not be delayed, and the payment of the balance shall take place, at the latest, at the expiration of the following quarter.

4. The balance resulting from the adjustment of the accounts between the two Administrations is paid by a sight draft drawn on New York, or by some other means mutually agreed upon by correspondence. The expenses of payment are chargeable to the debtor Administration.

Article II.

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.

Done in duplicate and signed at Washington, the 5th day of January 1937, and at Gibraltar, the 18th day of December 1936.

(Seal) (Sd) James A. FARLEY,
*The Postmaster General
of the United States of America.*

(Seal) (Sd) A. McCORMICK,
The Colonial Postmaster.

I hereby certify that this is a true and complete textual copy of the original Agreement between the United States of America and Gibraltar concerning the exchange of parcel post in the language (English) in which the original was signed at Gibraltar, the 18th day of December 1936, and at Washington, the 5th day of January 1937.

W. W. Howes,
Acting Postmaster General.