

N° 4659.

ÉTATS-UNIS D'AMÉRIQUE
ET ÉGYPTE

Arrangement relatif à l'échange des colis postaux, et règlement d'exécution y annexé.
Signés au Caire, le 17 juillet 1939, et à Washington, le 13 septembre 1939.

Texte officiel anglais communiqué par le sous-secrétaire d'Etat aux Affaires étrangères du Royaume d'Égypte et l'envoyé extraordinaire et ministre plénipotentiaire des Etats-Unis d'Amérique à Berne. L'enregistrement a eu lieu le 20 novembre 1939.

UNITED STATES OF AMERICA
AND EGYPT

Agreement concerning the Exchange of Parcel Post, and Regulations of Execution annexed thereto. Signed at Cairo, July 17th, 1939, and at Washington, September 13th, 1939.

English official text communicated by the Under-Secretary of State for Foreign Affairs of the Kingdom of Egypt and by the Envoy Extraordinary and Minister Plenipotentiary of the United States of America at Berne. The registration took place November 20th, 1939.

No. 4659. — AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND EGYPT CONCERNING THE EXCHANGE OF PARCEL POST. SIGNED AT CAIRO, JULY 17TH, 1939, AND AT WASHINGTON, SEPTEMBER 13TH, 1939.

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

Article I. — OBJECT OF THE AGREEMENT.

Between the United States of America (including Alaska, Puerto Rico, the Virgin Islands, Guam, Samoa, and Hawaii), on one hand, and Egypt 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 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.

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

¹ Came into force January 1st, 1939.

an invoice, and also a simple copy of the address of the parcel, with mention of the address of the sender.

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

(c) Any live animal, except leeches.

(d) Opium, morphine, cocaine, and other narcotics.

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

(f) 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.

(g) Obscene or immoral articles.

(h) It is, moreover, forbidden to send coin, bank notes, currency notes, or any kind of securities payable to bearer; 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 return of the parcel to the sender. The letter is, however, marked for 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 addressees, the Administration of origin must be precisely informed 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 Chief 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 the addressee if he proves that the sender has waived his rights in his favor, 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, misdelivery, 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, rifling, or damage 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 was 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 of 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.

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. — OBLIGATION TO PAY 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 responsible Administration.

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 payment of compensation is authorised 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 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.

Article XIV. — 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 XV. — 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 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 XVI. — 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 Egypt shall be addressed to the Claims Office, Postal Administration, Cairo.

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 of the country of destination.

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 Egypt and in the United States of America.

Article XIX. — 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 XX. — 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.

In the event the parcels are not delivered at the addressee's residence or place of business, the addressee is duly advised at the time of arrival of the parcel. The country of destination may collect a fee for the notice sent to the addressee for the purpose. This fee should in no case exceed the inland charge for the prepayment of an ordinary letter.

Article XXI. — 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 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 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 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 collection of the supplementary charges provided for by the Administration of that country. The same is true, if occasion arises, in regard to 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 postage and fees are collected from the addressee by the Administration effecting 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 cases 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 or 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 which delivers 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 despatch note with one of the following notes :

" In case of non-delivery, the parcel should be returned to sender ".

" 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 benefit 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 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) and (b) 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 the sender, as the case may be, or for any other reason, they shall be charged back to the reforwarding country.

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 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, the obtaining and disposition of return receipts, and the 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 Egypt, 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 mutual consent by way of correspondence.

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 subsequently be made.

Article XXX. — DURATION OF THE AGREEMENT.

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

2. 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 13th day of September, 1939, and at Cairo, the 17th day of July, 1939.

(Sgd.) James A. FARLEY,

The Postmaster General of the United States of America.

(Sgd.) M. WAGUIH,

The Acting Postmaster General of Egypt.

Certifié conforme à l'original :

Le Caire, le 6 novembre 1939.

*Le Directeur
des Affaires politiques et commerciales
au Ministère des Affaires étrangères,
Kemal A. Rahm.*

REGULATIONS OF EXECUTION

FOR THE PARCEL POST AGREEMENT.

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 Egypt.

Article 1. — LIMITS OF WEIGHT AND SIZE.

1. 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 up to 3½ feet in length do not exceed 6 feet in length and girth combined.

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

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

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 securely affixed 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 ordinary 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.

Insured parcels must be closed and securely sealed with wax or otherwise. Ordinary parcels may be sealed at the option of the sender, or careful tying is sufficient as a mode of closing.

As a protective measures, either Administration may require that a special imprint or mark of the sender appear on the wax or lead seals closing insured parcels mailed in its service.

The Customs Administration of the country of destination is authorized to open the parcels in order to inspect the contents. To that end, the seals or any other fastenings may be broken. Parcels opened by the Customs must be refastened and also officially resealed, except in the case of ordinary parcels which were not sealed by the senders in the first instance.

3. Each insured parcel must bear on the address side an insurance number and must bear a label with the word " Insured ", or this word must be marked or stamped on the parcel.

4. For insured parcels, the amount of insured value must appear on the parcel and on the dispatch note in currency of the country of origin and in gold francs, in roman letters spelled out in full, and in arabic figures. Also, the exact weight of each parcel in pounds and ounces or in kilograms and grams must be entered by the Administration of origin (*a*) on the address side of the parcel and (*b*) on the dispatch note 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. Liquid 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, strong corrugated cardboard, or strong carton of fibreboard, 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 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 AND DISPATCH NOTES.

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 in the case of parcels sent to the United States of America, or to the dispatch note in the case of parcels sent to Egypt.

However, as an exception to the foregoing, only one Customs declaration may serve for as many as three uninsured parcels mailed simultaneously by the same sender in the United States of America to the same addressee at the same address in Egypt, and *vice versa*, in which 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 in the case of parcels for the United States of America, or to the dispatch note in the case of parcels for Egypt. 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 3 parcels, each parcel would be numbered, respectively, $\frac{1}{3}$, $\frac{2}{3}$, and $\frac{3}{3}$.

2. The sender shall also prepare one dispatch note in accordance with the forms in use in the country of origin for each parcel or for each consignment of three ordinary parcels sent from the same sender to the same addressee and mailed simultaneously.

The dispatch notes relating to parcels sent to the United States of America must be attached to the parcels to which they relate, those relating to parcels sent to Egypt must be forwarded with the regular mails.

3. The Administrations accept no responsibility for the correctness of the information of the Customs declarations or on that part of the dispatch note which is filled in by the public.

Article 4. — RETURN RECEIPTS.

1. When a return receipt is requested, the office of origin places on the parcel the words or letters "Avis de réception", "Return receipt requested", or "A. R.". The office of origin of any other office appointed by the dispatching Administration shall fill out a return receipt form and attach it to the parcel to which it relates in the case of parcels for the United States of America, or to the dispatch note in the case of parcels for Egypt. 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 offices 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. The cost of any empty parcel bag proved after investigation to have been lost will be paid by the Administration responsible for the loss.

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 sacks 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 to the United States of America are to be entered on the parcel bills to show the total number of parcels and the total net weight thereof. The ordinary parcels included in each dispatch to Egypt are to be entered on the parcel bills to show the number of each category of parcels according to their weight. The credit due for each category will also be shown.

Insured parcels shall be entered individually on the parcel bills to show the insurance number and the name of the office of origin. In the case of insured parcels for the United States of America,

the total net weight of all the parcels must also be shown. In the case of insured parcels for Egypt, the weight and the insurance amount for each parcel must also be shown.

4. Parcels sent "à découvert" must be entered separately on the parcels 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 those 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 OFFICE.

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 offices 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 be 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. — PAYMENT.

1. For each parcel, ordinary or insured, sent to Egypt, payment shall be made as follows :

- 1.25 gold francs per parcel weighing up to 5 kilograms ;
- 2.25 gold francs per parcel exceeding 5 kilograms in weight up to 10 kilograms.

For parcels sent to the Sudan, payment shall be made as follows :

- 2 gold francs per parcel weighing up to 5 kilograms ;
- 3 gold francs per parcel weighing up to 10 kilograms.

2. For each parcel, ordinary or insured, sent to the United States of America or to its possessions, payment shall be made as follows, based on the bulk net weight of each dispatch :

- 0.70 gold franc per kilogram for parcels for the United States proper ;
- 1.05 gold franc per kilogram for parcels for the U. S. Virgin Islands and Puerto Rico ;
- 1.85 gold franc per kilogram for parcels for Hawaii, Guam and Samoa ;
- 2.20 gold francs per kilogram for parcels for Alaska.

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

4. In respect of insured parcels, the Post Office of the country of origin shall allow to the Post Office of the country of destination for land service a rate of 10 gold centimes for each insured parcel. If the country of destination provides a sea service, the dispatching office shall allow an additional rate of 20 gold centimes for each insured parcel.

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 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 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 11. — 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 13th day of September, 1939, and at Cairo, the 17th day of July, 1939.

(Sgd.) James A. FARLEY,

The Postmaster General of the United States of America.

Certifié conforme à l'original :
Le Caire, le 6 novembre 1939.

*Le Directeur
des Affaires politiques et commerciales
au Ministère des Affaires étrangères,
Kemal A. Rahm.*

(Sgd.) M. WAGUIH,

The Acting Postmaster General of Egypt.

I hereby certify that this is a true and complete textual copy of the original Agreement between Egypt and the United States of America concerning the exchange of parcel post in the language (English) in which the original was signed at Cairo on July 17th, 1939, and at Washington on September 13th, 1939.

James A. Farley,
Postmaster General.