

N° 4704.

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## LA BARBADE ET LA MARTINIQUE

Convention pour l'échange des colis postaux,  
et règlement d'exécution y annexé. Signés  
à La Barbade, le 8 avril 1938, et à Fort-de-  
France, le 21 octobre 1939.

*Textes officiels français et anglais communiqués par le secrétaire d'Etat aux  
Affaires étrangères de Sa Majesté en Grande-Bretagne. L'enregistrement  
a eu lieu le 29 mars 1940.*

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## BARBADOS AND MARTINIQUE

Convention for the Exchange of Parcels, and  
Detailed Regulations annexed thereto.  
Signed at Barbados, April 8th, 1938, and  
at Fort-de-France, October 21st, 1939.

*French and English official texts communicated by His Majesty's Secretary  
of State for Foreign Affairs in Great Britain. The registration took place  
March 29th, 1940.*

No. 4704. — AGREEMENT<sup>1</sup> BETWEEN THE POST OFFICE OF BARBADOS AND THE POST OFFICE OF MARTINIQUE FOR THE EXCHANGE OF PARCELS. SIGNED AT BARBADOS, APRIL 8TH, 1938, AND AT FORT-DE-FRANCE, OCTOBER 21ST, 1939.

The Post Offices of BARBADOS and MARTINIQUE agree to the following provisions in order to establish a service of exchange of parcels between Bridgetown and Fort-de-France.

AGREEMENT.

*Article 1.* — LIMITS OF WEIGHT AND SIZE.

1. A parcel for Martinique posted in Barbados shall not exceed 22 pounds in weight, 3 feet 6 inches in length and 6 feet in length and girth combined. A parcel for Barbados posted in Martinique shall not exceed 10 kilogrammes in weight, 1.05 metres in length and 55 cubic decimetres in volume.

2. As regards the exact calculation of the weight and dimensions of a parcel, the view of the despatching office shall be accepted except in a case of obvious error.

*Article 2.* — TRANSIT OF PARCELS.

The two Postal Administrations guarantee the right of transit for parcels over their territory to or from any country with which they respectively have Parcel Post communication. Transit parcels shall be subject to the provisions of this Agreement and to the Detailed Regulations so far as these are applicable.

*Article 3.* — PREPAYMENT OF POSTAGE RATES.

1. The prepayment of the postage on parcels shall be compulsory, except in the case of the redirection or return to the country of origin of the said parcels.

2. The postage shall be made up of the sums accruing to each Postal Administration taking part in the conveyance by land and sea.

*Article 4.* — TERRITORIAL RATE.

Parcels despatched between the two countries shall be subject to the payment of territorial rates equal in Barbados to 65 centimes, 1 fr. 15 centimes, 1 fr. 60 centimes and 2 fr. 30 centimes for parcels not exceeding :

1 kilogramme	(3 pounds)
3        »	(7        »
5        »	(11       »
10       »	(22       »

respectively, and in Martinique 30 centimes, 50 centimes, and 1 franc for the same steps of the weight scale.

*Article 5.* — SEA RATE.

The sea rate is fixed in accordance with Articles 4 and 6 of the Cairo Parcel Post Agreement<sup>2</sup> and calculated as follows :

<sup>1</sup> Came into force December 1st, 1939.

<sup>2</sup> Vol. CLXXV, page 73 ; Vol. CLXXXV, page 457 ; Vol. CXCVI, page 469 ; and Vol. CXCVII, page 373, of this Series.

Parcels not exceeding 1 kilo (3 lbs.) . . . . .	0.25
Parcels over 1 kilo and not exceeding 3 kilos (3 to 7 lbs.) . . . . .	0.40
Parcels over 3 kilos and not exceeding 5 kilos (7 to 11 lbs.) . . . . .	0.40
Parcels over 5 kilos and not exceeding 10 kilos (11 to 22 lbs.) . . . . .	0.75

*Article 6.* — FEE FOR DELIVERY AND CLEARANCE THROUGH CUSTOMS.

The Postal Administrations of the two countries may collect for delivery and clearance through Customs a fee not exceeding 50 centimes per parcel.

*Article 7.* — WAREHOUSING CHARGE.

The Postal Administrations of the two countries may collect any warehousing charge fixed by their legislation for a parcel which is addressed "Poste Restante" or which is not claimed within the prescribed period.

This charge shall in no case exceed 5 francs.

*Article 8.* — PROHIBITIONS.

1. It is forbidden to enclose in a parcel :

(a) Explosive, inflammable or dangerous substances (including loaded metal caps, live cartridges and matches).

(b) Articles of an obscene or immoral nature.

(c) Articles the admission of which is forbidden by law or by the Customs or other regulations.

(d) Letters or notes having the character of an actual and personal correspondence, or articles of correspondence or packets of any kind bearing an address other than that of the addressee of the parcel. (It is, however, permissible to enclose in a parcel an open invoice confined to the particulars which constitute an invoice, and a simple copy of the address of the parcel and the address of the sender.)

(e) Live animals (except bees, which must be enclosed in boxes so constructed as to avoid all danger to postal officers and to permit the contents to be ascertained).

2. It is forbidden to send coin, gold or silver, whether manufactured or unmanufactured, or other precious articles in uninsured parcels addressed to countries which admit insurance.

3. A parcel which has been wrongly admitted to the post shall be returned to the country of origin, unless the Postal Administration of the country of destination is authorised by its legislation to dispose of it otherwise.

In this latter case the Administration of the country of origin shall be informed in a precise manner of the treatment accorded to the parcel.

Nevertheless, the fact that a parcel contains a letter or communications having the character of an actual and personal correspondence shall not in any case entail its return to the country of origin.

4. Explosive, inflammable or dangerous substances and articles of an obscene or immoral nature shall not be returned to the country of origin : they shall be disposed of by the Administration which has found them in the mails in accordance with its own internal regulations.

*Article 9.* — ADVICE OF DELIVERY.

The sender may obtain an Advice of Delivery for an insured parcel under the conditions prescribed for Postal Packets by the Convention<sup>1</sup> of the Postal Union. An Advice of Delivery cannot be obtained for an uninsured parcel.

<sup>1</sup> Vol. CLXXIV, page 171 ; Vol. CLXXXV, pages 455 ; Vol. CXCVI, page 468 ; and Vol. CXCVII, page 372, of this Series.

*Article 10. — REDIRECTION.*

1. A parcel may be redirected in consequence of the addressee's change of address in the country of destination.

2. Additional charges levied owing to redirection and not paid by the addressee or his representative shall not be cancelled in case of further redirection or of return to origin but shall be collected from the addressee or sender as the case may be without prejudice to all other special charges incurred and which the Administration of the country of destination does not agree to cancel.

*Article 11. — MISSENT PARCELS.*

Parcels received out of course or wrongly allowed to be despatched shall be transmitted in accordance with the provisions of Article 16, paragraphs 1 and 2, of the Detailed Regulations.

*Article 12. — NON-DELIVERY.*

1. In the absence of a request by the sender to the contrary, a parcel which cannot be delivered shall be returned to the sender without previous notification and at his expense after retention for the period prescribed by the regulations of the Postal Administration of the country of destination.

2. The sender may request at the time of posting that, if the parcel cannot be delivered as addressed, it may be either : (a) treated as abandoned ; or (b) tendered for delivery at a second address in the country of destination ; or (c) returned immediately to sender. No other alternative is permitted.

If the sender avails himself of this facility his request must appear on the Despatch Note and must be in conformity with, or analogous to, one of the following forms :

“ If not deliverable as addressed, abandon ”.

“ If not deliverable as addressed, return to sender. ”

“ If not deliverable as addressed, deliver to..... ”

The same request must also be written on the cover of the parcel.

3. The charges due on returned undeliverable parcels shall be recovered in accordance with the provisions of Article 27.

*Article 13. — CANCELLATION OF CUSTOMS CHARGES.*

Both parties to this Agreement undertake to get their respective Customs Administrations to cancel Customs charges on parcels which are returned to the country of origin, abandoned by the senders, destroyed or redirected to a third country.

*Article 14. — SALE. DESTRUCTION.*

Articles in danger of deterioration or corruption, and these only, may be sold immediately, even when in transit on the outward or return journey, without previous notice or any judicial formality. If for any reason a sale is impossible, the spoilt or putrid articles shall be destroyed.

*Article 15. — ABANDONED PARCELS.*

Parcels which cannot be delivered to addressees and which the senders have abandoned shall not be returned by the Postal Administration of the country of destination, but shall be treated in accordance with its legislation.

*Article 16. — ENQUIRIES.*

1. A fee not exceeding 1 franc may be charged for every enquiry concerning a parcel.

No fee shall be charged if the sender has already paid the special fee for an advice of delivery.

2. Enquiries shall only be admitted within the period of one year from the day following the date of posting.

3. When an inquiry is the outcome of an irregularity in the postal service the enquiry fee shall be refunded.

*Article 17.* — INSURED PARCELS : RATES AND CONDITIONS.

1. Parcels may be insured up to a limit of 2,500 francs.

2. An insurance fee, to be fixed by the Postal Administration of the country of origin, shall be charged for each 300 gold francs or fraction thereof of the insured value.

3. The Administration of the country of origin may also collect from the sender of an insured parcel a despatch fee not exceeding 50 centimes.

4. The sender of an insured parcel receives at time of posting a receipt without charge.

*Article 18.* — FRAUDULENT INSURANCE.

The insured value must not exceed the actual value of contents and the packing of the parcel, but it is permitted to insure only a part of the value.

All fraudulent insurance for a sum exceeding the actual value of the parcel shall be subject to legal proceedings which may be admitted by the laws of the country of origin.

*Article 19.* — EXTENT OF RESPONSIBILITY.

1. Except in the cases mentioned in the following Article 20, the two Postal Administrations shall be responsible for the loss of parcels or for the loss, abstraction or damage of their contents or a part thereof.

The sender is entitled under this head to compensation corresponding to the actual amount of the loss, abstraction or damage. For uninsured parcels the amount of compensation shall not exceed 10 francs for parcels of 1 kilogramme (3 lbs.), 25 francs for parcels of more than one and less than 5 kilogrammes (11 lbs.) and 40 francs for parcels of more than 5 and less than 10 kilogrammes (22 lbs.). For an insured parcel the amount of compensation shall not exceed the amount for which it was insured.

In cases where loss, damage or abstraction occurs in the service of the country of destination, the Administration of the country of destination may pay compensation to the addressee at its own expense and without consulting the Administration of the country of origin, provided that the addressee can prove that the sender has waived his rights in the addressee's favour.

2. In calculating the amount of compensation indirect loss or loss of profits shall not be taken into consideration.

3. Compensation shall be calculated on the current prices of goods of the same nature at the place and time at which the goods were accepted for transmission.

4. When compensation is due for the loss, destruction or complete damage of a parcel or for the abstraction of the whole of the contents, the sender is also entitled to the return of the postage.

5. In all cases insurance fees shall be retained by the Postal Administration.

*Article 20.* — EXCEPTIONS TO PRINCIPLE OF RESPONSIBILITY.

The two Administrations shall be relieved of all responsibility :

(a) In cases beyond control ;

(b) When they are unable to account for parcels in consequence of the destruction of official documents due to a cause beyond control ;

(c) When the damage has been caused by the fault or negligence of the sender or when it arises from the nature of the article ;

(d) For parcels of which the contents fall under the ban of one of the prohibitions mentioned in Article 8 ;

(e) For parcels which have been fraudulently insured for a sum exceeding the actual value of the contents and packing ;

(f) In respect of parcels for which no enquiry has been made within the period prescribed by Article 16 ;

(g) In respect of parcels containing precious stones, jewels or any article of gold or silver exceeding 2,500 gold francs in value not packed in a box of the size prescribed by Article 6, paragraph 3, of the Detailed Regulations.

*Article 21. — TERMINATION OF RESPONSIBILITY.*

The two Administrations cease to be responsible for parcels delivered in accordance with their internal regulations and of which the owners have accepted delivery without reservation.

*Article 22. — PAYMENT OF COMPENSATION.*

The payment of compensation shall be undertaken by the Administration of the country of origin except in the cases indicated in Article 19, section 1, where payment is made by the Administration of the country of destination. The Administration of the country of origin may, however, with the consent of the sender, authorise the Administration of the country of destination to settle with the addressee. The paying Administration retains the right to make a claim against the Administration responsible.

*Article 23. — PERIOD FOR PAYMENT OF COMPENSATION.*

1. Compensation shall be paid as soon as possible and at the latest within one year from the day following the date of claim.

2. The Administration of the country of origin is authorised to settle with the owner on behalf of the other Administration, if the latter, after having been duly informed of the claim, has let nine months pass without making a decision in the matter.

3. The Administration of the country of origin may, in exceptional cases, postpone the settlement of compensation beyond the period of one year when the question of responsibility cannot be settled for reasons over which the Postal Administrations have no control.

*Article 24. — INCIDENCE OF COST OF COMPENSATION.*

1. Until the contrary is proved, responsibility shall rest with the Administration which, having received the parcel from the other Administration without making any reservation and having been furnished with all the particulars for investigation prescribed by the regulations, cannot establish either delivery to the addressee or regular transfer to the following Administration as the case may be.

2. If in the case of a parcel sent from one of the two colonies to be delivered in the other, the loss, abstraction or damage has occurred in the course of conveyance, without it being possible to prove in the service of which colony the irregularity took place, the two Administrations shall bear in equal shares the payment of the compensation.

3. The same principle shall, as far as possible, be applied when other administrations are concerned in the conveyance of a parcel. Nevertheless, in the case of parcels sent in transit from one of the two colonies through the other neither of the two Administrations shall be held responsible when the loss, abstraction or damage has occurred in a service in which responsibility is not accepted.

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

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

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

*Article 25.* — REPAYMENT OF COMPENSATION TO THE ADMINISTRATION OF THE COUNTRY OF ORIGIN.

The Administration responsible or on whose account the payment is made in accordance with Article 22 is bound to repay the amount of the compensation within a period of three months after notification of payment. The amount shall be recovered from the colony responsible through the accounts provided for in Article 22 of the Detailed Regulations.

The Administration of which the responsibility has been duly established and which has at first refused to pay compensation is bound to bear all additional charges resulting from the unwarranted delay in payment.

*Article 26.* — CREDITS FOR CONVEYANCE.

For each parcel despatched from Barbados to Martinique, the despatching office shall allow to the office of destination :

- (a) The rates which accrue to it by virtue of the provisions of Article 4 ;
- (b) The sea rates prescribed in Article 5, the said rate being subject to a direct regulation between Martinique and the office of the sea transport ;
- (c) In the case of insured parcels the portions accruing to the office of transport (10 c. for each 300 francs or fraction thereof of the insured value) and to the Administration of Martinique (5 c. for each 300 francs or fraction thereof of the insured value).

For parcels despatched from Martinique to Barbados, the despatching office shall only allow to the office of destination the rates prescribed in Article 4 and, in the case of insurance, the portion due to it on the insurance rate prescribed in Article 17, paragraph 2 (5 c. for 300 francs or fraction thereof of the insured value).

The sea rate shall be reserved to be paid to the office of transport.

The procedure is the same for parcels despatched from one of the two colonies in transit through the other.

For each parcel despatched from one of the two colonies in transit through the other, the despatching office shall allow the other office the rates due for the transport and insurance of the parcel.

*Article 27.* — CLAIMS IN CASE OF REDIRECTION OR RETURN.

In case of the redirection or return of a parcel from one colony to the other, the retransmitting Administration shall claim from the other Administration the charges due to it and to any other Administration taking part in the redirection or return.

*Article 28.* — CHARGE FOR REDIRECTION IN THE COUNTRY OF DESTINATION.

In case of further redirection or of return to the country of origin, the redirection charge prescribed in Article 10, paragraph 2, shall accrue to the country which redirected the parcel within the limits of its territory.

*Article 29.* — MISCELLANEOUS FEES.

1. The following fees are retained in full by the Administration which has collected them :

- (a) The fee for advice of delivery (Article 9) ;
- (b) The fee for enquiries (Article 16, paragraph 1) ;
- (c) The additional fee prescribed in Article 17, paragraph 3, for an insured parcel.

2. The fee for delivery and clearance through Customs referred to in Article 6 is retained by the Administration of the country of destination. The warehousing fee prescribed in Article 7 may be claimed by the same office.

*Article 30. — INSURANCE FEE.*

In respect of insured parcels the Administration of the country of origin shall allow the Administration of the country of destination for territorial service a rate of 5 centimes for each 300 francs or fraction thereof, of insured value. If the Administration of the country of destination provides the sea service, the Administration of the country of origin shall allow an additional rate of 10 centimes for each 300 francs or fraction thereof of insured value.

*Article 31. — MISCELLANEOUS PROVISIONS.*

1. Francs and centimes mentioned in this Agreement are gold francs and centimes as defined in the Postal Union Convention of Cairo.

2. Parcels shall not be subjected to any postal charges other than those contemplated in this Agreement except by mutual consent of the two Administrations.

3. In extraordinary circumstances either Administration may temporarily suspend the Parcel Post, either entirely or partially, on condition of giving immediate notice, if necessary by telegraph, to the other Administration.

4. The two Administrations have drawn up the following Detailed Regulations for ensuring the execution of the present Agreement. Further matters of detail not inconsistent with the general provisions of this Agreement and not provided for in the Detailed Regulations may be arranged from time to time by mutual consent.

5. The internal legislation of Barbados and Martinique shall remain applicable as regards everything not provided for by the stipulations contained in the present Agreement and in the Detailed Regulations for its execution.

*Article 32. — ENTRY INTO FORCE AND DURATION OF THE AGREEMENT.*

This Agreement shall come into force on a date to be fixed by mutual consent between the two Administrations, and shall remain in force until the expiration of one year from the date on which it may be denounced by one of the two Administrations.

In witness whereof the undersigned duly authorised for that purpose have signed the present Agreement and have affixed their seals thereto.

Done in duplicate at Barbados on the eighth April, 1938, and at Fort-de-France, on the 21st October 1939.

(Signed) G. D. OWEN,  
Acting Governor of Barbados.

(Signed).....  
Governor of Martinique.

## DETAILED REGULATIONS

FOR CARRYING OUT THE PARCEL POST AGREEMENT BETWEEN THE POST OFFICES OF BARBADOS AND MARTINIQUE.

*Article 1. — CIRCULATION.*

1. Each Administration shall forward by the routes and means which it uses for its own parcels, parcels delivered to it by the other Administration for conveyance in transit through its territory.

2. Missent parcels shall be retransmitted to their proper destination by the most direct route at the disposal of the Office retransmitting them.



*Article 2.* — METHOD OF TRANSMISSION. PROVISION OF BAGS.

1. The exchange of parcels between the two colonies shall be effected by the offices appointed by agreement between the two Administrations.

2. Parcels shall be exchanged between the colonies in bags duly fastened and sealed.

In the absence of any arrangement to the contrary, the transmission of parcels despatched by one of the two contracting colonies in transit through the other shall be effected "à découvert".

3. A label showing the office of exchange of origin and that of destination shall be attached to the neck of each bag, the number of parcels contained in the bag being indicated on the back of the label.

4. The bag containing the Parcel Bill and other documents concerning the parcel shall be distinctively labelled.

5. Insured parcels shall be sent in separate bags and the labels of these bags shall be marked by some distinctive symbol that may be agreed upon from time to time by the two Administrations.

6. The weights of any bag of parcels shall not exceed 36 kilogrammes (80 lbs. avoirdupois).

7. Each Administration shall supply the bags required for its own mails. They must not be put to any other use.

8. Empty bags shall be returned to the Administration of origin by the first mail, either in a Parcel despatch or in a letter mail. The number of empty bags returned shall be shown on the Parcel Bill or Letter Bill of the mail.

9. Each Administration shall be required to make good the value of any bags which it fails to return.

*Article 3.* — INFORMATION TO BE FURNISHED.

1. Each Administration shall communicate to the other by means of a table :

(a) The names of countries to which it can forward parcels handed over to it.

(b) Routes available for the transmission of the said parcels from the point of entry into its territory or into its service.

(c) The total amount to be credited to it for each destination.

(d) The number of Customs Declarations which must accompany each parcel and all other necessary information.

2. Each Administration must acquaint the other with the names of the countries to which it intends to send parcels in transit through the other unless, however, the number of parcels concerned is insufficient.

*Article 4.* — FIXING OF EQUIVALENTS.

In fixing the charges for parcels, each Administration is at liberty to adopt such equivalents as seem to it convenient in its own currency.

*Article 5.* — MAKE-UP OF PARCELS.

Each parcel shall :

(a) Bear the exact address of the addressee in roman characters. Addresses in pencil shall not be allowed ; however, parcels shall be accepted when the address has been written in copying-ink pencil on a surface previously dampened. The address must be written on the parcel itself or on a label so firmly attached to it that it cannot become detached. The sender shall be advised to enclose in the parcel a copy of the address together with a note of his own address.

(b) Be packed in a manner adequate to the duration of the journey and for the efficient protection of the contents so that it will be impossible to damage it without leaving some trace of violation.

(c) Parcels must be sealed by identical seals in wax or lead or by any other means with stamps or uniform marks peculiar to the sender.

Articles liable to injure officers of the Post Office or do damage to other parcels must be so packed as to prevent any risk.

#### *Article 6. — SPECIAL PACKING.*

1. Liquids and substances which easily liquefy shall be packed in two receptacles. Between the first (bottle, flask, pot, box, etc.) and the second (box of metal or stout wood) shall be left a space which shall be filled with sawdust, bran or some other absorbent and protective material in sufficient quantity to absorb the liquid contents in the case of breakage.

2. Colouring substances, such as aniline, etc., are only admitted if enclosed in stout tin boxes placed in their turn in wooden boxes with sawdust between the two receptacles. Dry non-colouring powders must be placed in boxes of metal, wood or cardboard. These boxes must themselves be enclosed in a bag of linen or parchment.

3. Parcels containing precious stones, jewellery or other articles of gold or silver exceeding 2,500 gold francs in value must be packed in a box measuring at least 3 ft. 6 ins. (1.05 metres) in length and girth combined.

#### *Article 7. — DESPATCH NOTE AND CUSTOMS DECLARATION.*

1. Each parcel shall be accompanied by a Despatch Note and Customs Declarations according to the regulations of the country of destination. The Declarations shall be attached to the Despatch Note.

2. Nevertheless, a single Despatch Note and a single Customs Declaration shall suffice for two or three (but not more) ordinary parcels posted at the same time by one sender to one addressee. This provision is not applicable to insured parcels.

3. The two Administrations accept no responsibility for the accuracy of Customs Declarations.

#### *Article 8. — ADVICE OF DELIVERY.*

1. Insured parcels of which the senders ask for an Advice of Delivery must be very prominently marked "Advice of Delivery" or "A. R.". The Despatch Notes must be marked in the same way.

2. Such parcels must be accompanied by a form similar to that annexed to the Detailed Regulations of the Convention of the Postal Union. This Advice of Delivery form shall be prepared by the office of origin or by any other office appointed by the office of despatch. It shall be attached to the Despatch Note of the parcel to which it relates. If it does not reach the office of destination, the latter shall prepare officially a new Advice of Delivery form.

3. The office of destination after having duly filled up the form returns it unenclosed and post free to the address of the sender of the parcel.

4. When the sender claims an Advice of Delivery which has not reached him in the required time, action shall be taken in accordance with Article 9 following. In that case, a second fee shall not be charged and the office of origin shall enter at the head of the form the words "Duplicata de l'avis de réception".

#### *Article 9. — ADVICE OF DELIVERY APPLIED FOR AFTER POSTING.*

When the sender applies for an Advice of Delivery after a parcel has been posted, the office of origin fills up an Advice of Delivery form which it fixes to an Enquiry form to which the stamps

representing the fee prescribed by the Convention of the Postal Union have already been affixed.

The form of enquiry accompanied by the Advice of Delivery form shall be treated in accordance with the provisions of Article 19 below with the single exception that in the case of proper delivery of the parcel the office of destination shall withdraw the form of Enquiry and send back the Advice of Delivery to the place of origin in the way prescribed in paragraph 3 of the preceding article.

*Article 10.* — INDICATION OF INSURED VALUE.

Insured parcels and the relative Despatch Note shall bear an indication of the insured value in the currency of the country of origin. This indication shall be made without erasure or correction even if certified. The amount of the insured value must also be converted into gold francs by the Administration of origin. The result of the conversion shall be indicated by new figures placed beside or below those representing the amount of the insured value in the currency of the country of origin.

*Article 11.* — LABELS, ETC.

Every insured parcel as well as its Despatch Note must bear a red label with the indication " Insured " or " Valeur déclarée " in roman characters.

When the parcels contain coin, bullion, or other precious objects, stamps or wax seals as well as the labels of whatever kind and the postage stamps, if any, affixed to the parcel must be so spaced as not to conceal injuries to the cover. The labels and postage stamps, if any, must not be folded over two sides of the cover so as to hide the edge.

*Article 12.* — SEALING OF INSURED PARCELS.

Insured parcels must be sealed by means of wax, lead or other means with a stamp or special uniform mark of the sender, the seals being sufficient in number to render it impossible to tamper with the contents without leaving an obvious trace of violation.

The senders of such parcels shall be compelled to give on the relative Despatch Note, whenever possible, an exact reproduction of the seal or special mark referred to above.

*Article 13.* — INDICATION OF WEIGHT.

The exact weight in grammes of each insured parcel must be entered by the Administration of the country of origin :

- (a) On the address of the parcel.
- (b) On the Despatch Note in the place reserved for this purpose.

*Article 14.* — SERIAL NUMBER AND PLACE OF POSTING.

Each parcel and the relative Despatch Note shall bear a label indicating the serial number and the name of the office of posting. The same office of origin cannot use two or more series of labels at the same time unless the series are provided with a distinctive mark.

*Article 15.* — DATE-STAMP IMPRESSION.

The Despatch Note shall be impressed by the office of origin, on the side of the address, with a stamp showing the place and date of posting.

*Article 16.* — RE-TRANSMISSION.

1. The Administration retransmitting a missent parcel may not levy Customs or other charges upon it.

When an Administration returns such a parcel to the Administration from which it was directly received it shall refund the credits received and report the error by means of a Verification Note.

In other cases, and if the amount credited to it is insufficient to cover the expenses of re-transmission, the re-transmitting Administration shall allow the Administration to which it forwards the parcel the transport charges due for conveyance. It shall then recover the amount of the deficiency by a claim on the office of exchange from which the missent parcel was directly received. The reason for this claim shall be notified to this office by means of a Verification Note.

2. When a parcel has been wrongly allowed to be despatched as a result of an error attributable to the postal service and must, for this reason, be returned to the country of origin, the Administration which returns the parcel shall allow to the Administration from which it was received the credits which it received.

3. The charges on parcels redirected as a result of a change of address of the addressee or of an error on the part of the sender to a country with which Barbados or Martinique have parcel post communication shall be claimed from the Administration to which the parcel is forwarded unless the charge of transmission is paid at the time of redirection, in which case the parcel shall be dealt with as if it had been directly addressed from the retransmitting country to the new country of destination.

4. Parcels shall be retransmitted in their original packing. They shall be accompanied by the Despatch Note drawn up by the Administration of origin. If the parcel must, for any reason whatsoever, be repacked or if the original Despatch Note must be replaced by a substitute Note, the name of the office of origin of the parcel and the original serial number shall be entered both on the parcel and on the Despatch Note.

#### *Article 17.* — RETURN OF UNDELIVERABLE PARCELS.

1. If the sender of an undeliverable parcel has made a request not prescribed by Article 12, paragraph 2, of the Agreement, the office of destination need not comply with it and may return the parcel to the office of origin at the expiration of the period prescribed by the regulations of the country of destination.

2. The Administration which returns a parcel to the sender shall indicate clearly and concisely on the parcel the cause of non-delivery. This information may be furnished in manuscript or by a stamped impression or by a label.

3. Parcels to be returned to the sender shall be entered on the Parcel Bill with the word " Rebut " in the observation column. They are dealt with and charged like parcels redirected in consequence of a change of address of the addressee.

#### *Article 18.* — SALE. DESTRUCTION.

1. When a parcel has been sold or destroyed in accordance with the provisions of Article 14 of the Agreement, a report of the sale or destruction shall be prepared.

2. The proceeds of the sale shall be used in the first place to defray the charges on the parcel. The balance, if any, shall be forwarded to the office of origin to be paid to the sender, who bears the cost of forwarding.

#### *Article 19.* — ENQUIRIES CONCERNING PARCELS.

For enquiries concerning parcels (which have not been returned) a form shall be used similar to the specimen annexed to the Detailed Regulations of the Parcel Post Agreement of the Universal Postal Union. These forms shall be forwarded to the offices appointed by the two Administrations to deal with them, and they shall be dealt with in the manner mutually arranged between the two Administrations.

*Article 20. — PARCEL BILL.*

1. Parcels shall be entered by the despatching office of exchange :

(a) Individually on a Parcel Bill similar to the specimen annexed to the Detailed Regulations of the Parcel Post Agreement of the Universal Postal Union. The Despatch Notes, Customs Declarations, Advices of Delivery, etc., are forwarded with the Parcel Bill.

(b) In bulk, on a summary Parcel Bill which shall indicate the number of parcels of each category according to the steps of weight of 1, 3, 5 and 10 kilos. and the amount to be credited to the office of sea transport.

The first Parcel Bill shall be inserted in one of the bags of the mail, the second shall be left out and sent to the Compagnie Générale Transatlantique.

2. Each despatching office of exchange must number the Parcel Bills in the top left-hand corner in an annual series for each office of exchange of destination, and as far as possible shall enter below the number the name of the ship conveying the mail. The last number of the year must be mentioned on the first Parcel Bill of the following year.

*Article 21. — CHECK BY OFFICES OF EXCHANGE. — NOTIFICATION OF IRREGULARITIES.*

1. On the receipt of a mail containing parcels or empty bags, the office of exchange checks the parcels and the various documents which accompany them, or the empty bags, as the case may be, against the particulars entered on the corresponding Parcel Bill, and if it is necessary, shall report the missing articles and other irregularities by means of a Verification Note.

2. Any discrepancies in the credits or accounting shall be notified to the despatching office of exchange by means of a Verification Note. The accepted Verification Notes shall be attached to the Parcel Bills to which they relate. Corrections made in Parcel Bills and not supported by vouchers shall not be considered valid.

*Article 22. — ACCOUNTING FOR CREDITS.*

1. Each Administration shall cause each of its offices of exchange to prepare monthly for all mails received from the offices of exchange of the other Administration a statement of the total amounts entered on the Parcel Bills to its credit or to its debit.

2. These statements are afterwards summarised by each Administration in an account which, together with the monthly statements, Parcel Bills and Verification Notes, if any, relating thereto, shall be forwarded to the corresponding Administration, in the course of the month following that to which it relates.

3. The monthly statements, after being checked and accepted on both sides, are summed up in a general quarterly account prepared by the Administration to which the balance is due.

*Article 23. — SETTLEMENT OF ACCOUNTS.*

1. Payment of the balance of the general account shall be made by the debtor office to the creditor office in the manner prescribed by the Convention of the Postal Union for the liquidation of balances of transit accounts.

2. The preparation, transmission and payment of the balance of the general account must be effected as soon as possible, and at the latest within a period of six months from the end of the period to which the account relates. After this period the sum due by one Administration to the other shall bear interest at the rate of 5 % to be reckoned from the date of expiration of the said period.

*Article 24. — COMMUNICATIONS AND NOTIFICATIONS.*

Each Administration shall furnish to the other Administration all necessary information on points of detail in connection with the working of the service.

*Article 25.* — ENTRY INTO FORCE AND DURATION OF THE DETAILED REGULATIONS.

The present detailed 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. The Administrations concerned shall, however, have the power by mutual consent to modify the details from time to time.

Done in duplicate at Barbados, the 8th April, 1938, and at Martinique the 21st October, 1939.

*(Signed) Signature illegible.*  
*Governor of Martinique.*

*(Signed) G. D. OWEN,*  
*Acting Governor of Barbados.*