

N° 4812.

LA TRINITÉ ET CURAÇAO

Arrangement pour l'échange des colis postaux,
et règlement d'exécution y annexé. Signé à
Curaçao, le 12 février 1942, et à La Trinité,
le 23 avril 1942.

*Texte officiel anglais communiqué par le secrétaire d'Etat aux Affaires étrangères
de Sa Majesté en Grande-Bretagne. L'enregistrement a eu lieu le 21 octobre
1942.*

TRINIDAD AND CURAÇAO

Agreement for the Exchange of Parcels by Post,
and Detailed Regulations annexed thereto.
Signed at Curaçao, February 12th, 1942,
and at Trinidad, April 23rd, 1942.

*English official text communicated by His Majesty's Secretary of State for
Foreign Affairs in Great Britain. The registration took place October
21st, 1942.*

No. 4812. — PARCEL POST AGREEMENT¹ BETWEEN TRINIDAD AND CURAÇAO AND DETAILED REGULATIONS ANNEXED THERETO. SIGNED AT CURAÇAO, FEBRUARY 12TH, 1942, AND AT TRINIDAD, APRIL 23RD, 1942.

The undersigned, J. F. NICOLL, Acting Colonial Secretary acting as representative of the GOVERNMENT OF TRINIDAD, and Mr. H. I. FRANKE, Administrator of Finance in Curaçao, acting as representative of THE GOVERNMENT OF CURAÇAO, N. W. I., thereto authorized by Government Resolution of January 10th, 1941, No. 154, agree to effect a regular direct exchange of parcels between the Post Offices of the two Colonies.

Article 1. — LIMITS OF WEIGHT AND SIZE.

1. A parcel for Curaçao posted in Trinidad must not exceed 22 pounds in weight, 3 feet 6 inches in length and 6 feet in length and girth combined ; and a parcel for Trinidad posted in Curaçao must not exceed 10 kilogrammes in weight, 1.05 metres in length and 1.80 metres in length and girth combined. No parcel shall exceed a total volume of 55 cubic decimetres (2 cubic feet).

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. — PREPAYMENT OF POSTAGE RATES.

1. The prepayment of postage on parcels shall be compulsory, except in the case of redirected or returned parcels.

2. Each administration shall fix the rate of postage to be collected in advance on parcels and shall communicate to the other the rates so fixed from time to time.

At the commencement of the agreement the rates shall be as follows :

<i>In Curaçao, etc.</i>		Florins
For a parcel not exceeding :		
1 kilogramme		0.51
3 kilogrammes		0.66
5 "		0.84
10 "		1.65
<i>In Trinidad.</i>		Trinidad Dollars
For a parcel not exceeding :		
3 pounds		0.24
7 "		0.48
11 "		0.72
22 "		1.44

3. Each Administration shall retain the whole of the postage or fees which it collects, including any sums collected in respect of redirected or returned parcels, and shall make its own arrangements

¹ Came into force January 1st, 1942.

for the sea conveyance of its parcels. The service will not therefore give rise to accounts between the two contracting Administrations.

Article 3. — FEE FOR DELIVERY AND FOR CLEARANCE THROUGH THE CUSTOMS.

The Postal Administrations of Curaçao and Trinidad may collect in respect of delivery and clearance through the Customs a fee not exceeding 50 centimes per parcel.

Article 4. — PAYMENT OF CUSTOMS AND OTHER CHARGES.

Customs charges or other non-postal charges shall be paid by the addressees of parcels.

Article 5. — PROHIBITIONS.

- i. It is forbidden to enclose in a postal parcel ;
 - (a) Explosives, 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 not permitted by law or by the Customs or other regulations ;
 - (d) Letters or communications which constitute an actual or personal correspondence as well as correspondence or packets of any kind bearing an address other than that of the addressee of the parcel or of persons dwelling with him.
(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 with the address of the sender also).
 - (e) Live animals, except bees, leeches and silk worms which must be packed in suitably constructed boxes.

2. A parcel which has been wrongly admitted to the post shall be returned to the country of origin, unless the Administration of the country of destination is authorised by its legislation to dispose of it otherwise. In the latter case the Administration 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 communication which constitutes an actual or personal correspondence shall not in any case entail its return to the country of origin.

3. 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 6. — REDIRECTION.

i. A parcel may be redirected in consequence of the addressee's change of address in the country of destination. The Administration of the country of destination may collect the redirection charge prescribed by its internal regulations.

Similarly, a parcel may be redirected from one of the two countries which are parties to this agreement to another country provided that the parcel complies with the conditions required for its further conveyance and provided as a rule that the extra postage is prepaid at the time of the redirection or documentary evidence is produced that the addressee will pay it.

2. Additional charges levied in respect of 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 from the sender, as the case may be, without prejudice to the payment of any special charges incurred, which the Administration of destination does not agree to cancel.

Article 7. — MISSENT PARCELS.

Parcels received out of course, or wrongly allowed to be despatched, shall be retransmitted in accordance with the provision of Article 8 of the Detailed Regulations.

Article 8. — 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 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. No other alternative is admissible. 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, deliver to ”.

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

Article 9. — CANCELLATION OF CUSTOMS CHARGES.

Both parties to this Agreement undertake to urge 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 10. — SALE. DESTRUCTION.

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

Article 11. — ABANDONED PARCELS.

Parcels which cannot be delivered to the addressees and which the senders have abandoned shall not be returned by the Administration of destination, but shall be treated in accordance with its legislation. No claim shall be made by the Administration of destination against the Administration of origin in respect of such parcels.

Article 12. — ENQUIRIES.

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

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

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

Article 13. — RESPONSIBILITY FOR LOSS, DAMAGE OR ABSTRACTION.

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

The sender is entitled under this head to compensation corresponding to the actual amount of the loss, abstraction or damage. The amount of compensation shall not exceed 10 francs for a parcel not exceeding one kilogramme (3 lb), and 15 francs for a parcel exceeding one kilogramme but not exceeding three kilogrammes (7 lb), 25 francs for a parcel exceeding three kilogrammes but not exceeding five kilogrammes (11 lb) and 40 francs for a parcel exceeding five kilogrammes but not exceeding ten kilogrammes (22 lb).

In cases where the loss, damage or abstraction occurs in the service of the country of destination, the office of destination may pay compensation to the addressee at its own expense and without consulting the office 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 price of goods of the same nature at the place and time at which the goods were accepted for transmission.

4. Where 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 entitled to the return of the postage also.

Article 14. — EXCEPTIONS TO THE PRINCIPLE OF RESPONSIBILITY.

The two Administrations shall be relieved of all responsibility :

- (a) In cases beyond control (*force majeure*) ;
- (b) When their responsibility not having been proved otherwise they are unable to account for parcels in consequence of the destruction of official documents through a cause beyond control (*force majeure*) ;
- (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 5 ;
- (e) In respect of parcels regarding which the sender has not made enquiry within the period prescribed by Article 12 ;
- (f) In respect of any parcels containing precious stones, jewellery or any article of gold, silver or platinum exceeding two hundred and forty (240) Trinidad dollars (four hundred florins), in value, not packed in a box of the size prescribed by Article 4, section 3, of the Detailed Regulations.

Article 15. — TERMINATION OF RESPONSIBILITY.

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

Article 16. — PAYMENT OF COMPENSATION.

The payment of compensation shall be undertaken by the Administration of origin except in cases indicated in Article 13, section 1, where payment is made by the Administration of destination. The Administration of origin may, however, after obtaining the sender's consent, authorise the Administration of destination to settle with the addressee. The paying Administration retains the right to make a claim against the Administration responsible.

Article 17. — 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 enquiry.

2. The Administration of origin is authorised to settle with the sender on behalf of the other Administration if the latter, after being duly informed of the application, has let nine months pass without giving a decision in the matter.

3. The Administration responsible for making payment may, exceptionally, postpone it beyond the period of one year when a decision has not yet been reached upon the question whether the loss, damage or abstraction is due to a cause beyond control.

Article 18. — 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 proper delivery to the addressee or regular transfer to the following Administration as the case may be.

2. If in the case of a parcel despatched from one of the two countries for delivery in the other, the loss, abstraction or damage has occurred in course of conveyance without its being possible to prove in the service of which country the irregularity took place, the two Administrations shall bear in equal shares the amount of compensation.

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

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

Article 19. — REPAYMENT OF THE COMPENSATION TO THE ADMINISTRATION OF ORIGIN.

The Administration responsible or on whose account the payment is made in accordance with Article 16 is bound to repay the amount of compensation within a period of three months after notification of payment.

The Administration of which the responsibility is duly proved and which has originally declined to pay compensation is bound to bear all the additional charges resulting from the unwarranted delay in payment.

Article 20. — MISCELLANEOUS PROVISIONS.

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

2. Parcels shall not be subjected to any postal charge 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 Trinidad and of Curaçao 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 21. — ENTRY INTO FORCE AND DURATION OF AGREEMENT.

This Agreement shall come into force on a date to be fixed by mutual agreement between the two Administrations and shall remain in force until the expiration of one year from the date on which it is denounced by either 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 Trinidad, the twenty-third day of April, 1942, and at Curaçao the twelfth day of February, 1942.

(Signed) John F. NICOLL,
Acting Colonial Secretary,
Trinidad and Tobago.

(Signed) H. I. FRANKE.

DETAILED REGULATIONS FOR CARRYING OUT
THE PARCEL POST AGREEMENT BETWEEN TRINIDAD AND CURAÇAO.

Article 1. — MISSENT PARCELS.

Missent parcels shall be retransmitted to their proper destination by the most direct route at the disposal of the office of re-transmitting them.

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

1. The exchange of parcels between the two countries shall be effected by the offices appointed by agreement between the two Administrations.
2. Parcels shall be exchanged between the two countries in bags duly fastened and sealed.
3. A label showing the Office of Exchange of origin and the Office of Exchange of destination shall be attached to the neck of each bag, the number of parcels contained in the bag indicated on the back of the label.
4. The bag containing the parcel bills and other documents shall be distinctively labelled.
5. The weight of any bag of parcels shall not exceed 36 kilogrammes (80 pounds avoirdupois).
6. Each of the contracting Administrations shall supply the bags which it requires for its own mails and the empty bags shall be returned promptly by the receiving office to the despatching office in the next mail. The number of empty bags returned shall be advised on the parcel bill of the mail in which they are enclosed.

Article 3. — MAKE-UP OF PARCELS.

Every parcel shall :

- (a) Bear the exact address of the addressee in roman characters. Addresses in pencil shall not be allowed provided that parcels bearing addresses written with copying-ink pencil on a surface previously damped shall be accepted. The address shall be written on the parcel itself or on a label so firmly attached to it that it cannot become detached. The sender of a parcel 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 for the length of the journey and for the protection of the contents. Articles liable to injure officers of the Post Office or to damage other parcels shall be so packed as to prevent any risk. Parcels may be sealed by impressions on wax, by lead seals, or in any other way with the uniform private impression or mark of the sender.

Article 4. — SPECIAL PACKING.

1. Liquids and substances which easily liquefy shall be packed in two receptacles. Between the first receptacle (bottle, flask, pot, etc.) and the second (box of metal or of stout wood) shall be left a space which shall be filled with sawdust, bran or some other absorbent material in sufficient quantity to absorb all the liquid contents in the case of breakage.
2. Colouring substances such as aniline, etc., shall be admitted only if enclosed in stout boxes placed inside wooden boxes with sawdust between the two receptacles. Dry non-colouring powders shall be placed in boxes of metal, wood or cardboard; these boxes shall themselves be enclosed in a cover of linen or parchment.
3. Every parcel containing precious stones, jewellery or any article of gold, silver or platinum, exceeding two hundred and forty (240) Trinidad dollars (four hundred florins) in value shall be packed in a box measuring not less than 3 feet 6 inches (1.05 metres) in length and girth combined.

Article 5. — DESPATCH NOTES AND CUSTOMS DECLARATIONS.

1. Each parcel shall be accompanied by a Despatch Note and by a set of Customs Declarations similar to the specimen annexed to the Detailed Regulations of the Parcel Post Agreement of the Universal Postal Union, and the Customs Declarations shall be firmly attached to the Despatch Note.

2. Nevertheless a single Despatch Note and a single set of Customs Declarations may suffice for two or three (but not more) ordinary parcels posted at the same time by one sender to one addressee.

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

Article 6. — SERIAL NUMBER AND PLACE OF POSTING.

Each parcel and the relative Despatch Note as well shall bear a label indicating the serial number and the name of the office of posting. An office of posting shall not use two or more series of labels at the same time, unless each series is provided with a distinctive mark.

Article 7. — DATE-STAMP IMPRESSIONS.

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

Article 8. — RE-TRANSMISSION.

1. The Administration re-transmitting a missent parcel shall not levy Customs or other non-postal charges upon it.

2. A parcel shall be re-transmitted in its original packing and shall be accompanied by the Despatch Note prepared by the office of origin. If the parcel, for any reason whatsoever, has to be repacked, or if the original Despatch Note has to be replaced by a substitute Note, the name of the office of origin of the parcel and the original serial number and, if possible, the date of posting at that office shall be entered both on the parcel and on the Despatch Note.

Article 9. — RETURN OF UNDELIVERABLE PARCELS.

1. If the sender of an undeliverable parcel has made a request not provided for by Article 8, section 2, of the Agreement, the Administration of destination need not comply with it but may return the parcel to the country of origin, after retention for 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 and on the relative Despatch Note the cause of non-delivery. This information may be furnished in manuscript or by means of a stamped impression or label. The original Despatch Note belonging to the returned parcel must be sent back to the country of origin with the parcel.

3. A parcel to be returned to the sender shall be entered on the Parcel Bill with the word " Rebut " in the " Observations " column. It shall be dealt with and charged like a parcel redirected in consequence of the removal of the addressee.

Article 10. — SALE. DESTRUCTION.

1. When a parcel has been sold or destroyed in accordance with the provisions of Article 10 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 charges on the parcel. Any balance which there may be shall be forwarded to the Administration of origin for payment to the sender, on whom the cost of forwarding it shall fall.

Article II. — ENQUIRIES CONCERNING PARCELS.

For enquiries concerning parcels 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 12. — PARCEL BILL.

1. All parcels shall be entered individually by the Despatching Office of Exchange 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 and Customs Declarations shall be forwarded with the Parcel Bill.

2. Each Despatching Office of Exchange shall 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, A note of the last number of the year shall be made on the First Parcel Bill on the following year.

Article 13. — CHECK BY OFFICES OF EXCHANGE. NOTIFICATION OF IRREGULARITIES.

On the receipt of a mail, the Office of Exchange shall check the parcels and the various documents which accompany them against the particulars entered on the relative Parcel Bill, and, if necessary, shall report missing articles or other irregularities by means of a Verification Note.

Article 14. — 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 15. — 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.
