

N° 3357.

**GRANDE-BRETAGNE
ET IRLANDE DU NORD
ET PAYS-BAS**

Accord entre l'Administration des postes de La Barbade et l'Administration des postes de Curaçao relatif à l'échange des colis postaux, et règlement d'exécution y annexé. Signés à La Barbade, le 30 août 1933, et à Curaçao, le 10 octobre 1933.

**GREAT BRITAIN
AND NORTHERN IRELAND
AND THE NETHERLANDS**

Agreement between the Post Office of Barbados and the Post Office of Curaçao for the Exchange of Parcels by Parcel Post, and Detailed Regulations annexed thereto. Signed at Barbados, August 30, 1933, and at Curaçao, October 10, 1933.

¹ TRADUCTION. — TRANSLATION.

N^o 3357. — ACCORD ENTRE L'ADMINISTRATION DES POSTES DE LA BARBADE ET L'ADMINISTRATION DES POSTES DE CURAÇAO, RELATIF A L'ÉCHANGE DES COLIS POSTAUX. SIGNÉ A LA BARBADE, LE 30 AOÛT 1933, ET A CURAÇAO, LE 10 OCTOBRE 1933.

Texte officiel anglais communiqué par le secrétaire d'Etat aux Affaires étrangères de Sa Majesté en Grande-Bretagne. L'enregistrement de cet accord a eu lieu le 1^{er} mars 1934.

L'ADMINISTRATION DES POSTES DE LA BARBADE et L'ADMINISTRATION DES POSTES DE CURAÇAO conviennent d'instituer un service régulier d'échange direct de colis entre La Barbade et Curaçao (Aruba et Bonaire).

ACCORD

*Article premier.*LIMITES DE POIDS ET DE DIMENSIONS.¹

1. Les colis postaux expédiés de La Barbade à destination de Curaçao (Aruba et Bonaire) ne devront pas peser plus de 22 livres anglaises, ni mesurer plus de 3 pieds et 6 pouces de longueur et plus de 6 pieds longueur et pourtour réunis ; les colis postaux expédiés de Curaçao (Aruba et Bonaire) à destination de La Barbade ne devront pas peser plus de 10 kg., ni mesurer plus de 1 m. 05 de longueur et plus de 1 m. 80 longueur et pourtour réunis.

2. En ce qui concerne le calcul exact du poids et des dimensions d'un colis, la manière de voir de l'administration expéditrice prévaudra, sauf erreur évidente.

Article 2.

AFFRANCHISSEMENT. — TAXES.

1. L'affranchissement préalable des colis sera obligatoire, sauf pour les colis réexpédiés ou renvoyés à l'expéditeur.

2. Chacune des deux administrations fixera ses propres taxes d'affranchissement préalable.

3. Chacune des deux administrations conservera la totalité du montant de l'affranchissement ou des droits qu'elle percevra, y compris les sommes perçues pour les colis réexpédiés ou renvoyés

¹ Traduit par le Secrétariat de la Société des Nations, à titre d'information.

¹ Translated by the Secretariat of the League of Nations, for information.

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

4. Nevertheless the two contracting Administrations may at any time by mutual consent make arrangements for the payment by one to the other of appropriate amounts in respect of the treatment of parcels in the service of the Administration of the country of destination and for the institution of the necessary accounts.

Article 3.

FEE FOR CLEARANCE THROUGH THE CUSTOMS.

The Postal Administration of Curaçao may collect, 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 per parcel or such other charge as international conventions subsequent to the London Agreement¹ of 1929 shall fix. The Postal Administration of Barbados may collect such fee as it may from time to time fix for similar services in its parcel post relations with other countries generally.

Article 4.

CUSTOMS CHARGES AND OTHER NON-POSTAL CHARGES.

Customs charges and all other non-postal charges shall be paid by the addressees of parcels, except as provided otherwise in this Agreement.

Article 5.

WAREHOUSING CHARGE.

Each of the two Postal Administrations may collect any warehousing charge fixed by its 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 6.

PROHIBITIONS.

1. Postal parcels must not contain any letter, note or document having the character of an actual and personal correspondence nor 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.

2. It is also forbidden to enclose in a parcel :

(a) Articles which from their nature or packing may be a source of danger to the officers of the Post Office or may soil or damage other parcels.

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

¹ Vol. CIII, page 73 ; Vol. CVII, page 554 ; Vol. CXVII, page 312 ; Vol. CXXII, page 360 ; Vol. CXXX, page 459 ; and Vol. CXXXIV, page 419, of this Series.

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

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

(e) Articles of an obscene or immoral nature.

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 authorized by its legislation to dispose of it otherwise.

Nevertheless, the fact that a parcel contains a letter or communications which constitute an actual or 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.

5. If a parcel wrongly admitted to the post is neither returned to origin nor delivered to the addressee the Administration of the country of origin shall be informed in a precise manner of the treatment accorded to the parcel in order that it may take such steps as are necessary.

Article 7.

REDIRECTION.

1. A parcel may be redirected in consequence of the addressee's change of address in the country of destination. The Postal 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 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 the country of destination does not agree to cancel.

Article 8.

MISSENT PARCELS.

Parcels received out of course, or wrongly allowed to be despatched, shall be re-transmitted or returned in accordance with the provisions of Article 8, Section 1, of the Detailed Regulations.

Article 9.

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.

Nevertheless, a parcel which is definitely refused by the addressee shall be returned immediately.

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 10.

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 11.

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 judicial formality. If for any reason a sale is impossible, the spoilt or putrid articles shall be destroyed.

Article 12.

ABANDONED PARCELS.

Parcels which cannot be delivered to the 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 13.

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 day following the date of posting of the parcel.
3. When an enquiry is the outcome of an irregularity in the postal service, the enquiry fee shall be refunded.

Article 14.

RESPONSIBILITY FOR LOSS, DAMAGE, OR ABSTRACTION.

1. Except in the cases mentioned in the following Article, the two Postal Administrations shall be responsible for the loss of parcels and for the loss, damage or abstraction 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, damage or abstraction. The amount of compensation shall not exceed 10 francs for a parcel not exceeding one kilogramme (2 lb.), 25 francs for a parcel exceeding one kilogramme but not exceeding five kilogrammes (11 lb.) and 40 francs for a parcel exceeding five kilogrammes in weight.

In cases where the 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 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 15.

EXCEPTIONS TO THE PRINCIPLE OF RESPONSIBILITY.

The two Postal Administrations shall be relieved of all responsibility :

- (a) In cases beyond control (*force majeure*) ;
- (b) When 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 6 ;
- (e) In respect of parcels regarding which the sender has not made enquiry within the period prescribed by Article 13 ;
- (f) In respect of any parcels containing precious stones, jewellery or any article of gold, silver or platinum exceeding 2500 francs in value not packed in a box of the size prescribed by Article 4, Section 3, of the Detailed Regulations.

Article 16.

TERMINATION OF RESPONSIBILITY.

The two Postal 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 17.

PAYMENT OF COMPENSATION.

The payment of compensation shall be undertaken by the Postal Administration of the country of origin except in the cases indicated in Article 14, Section 1, where payment is made by the Postal Administration of the country of destination. The Administration of the country of origin may, however, after obtaining the sender's consent, authorize 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 18.

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 the enquiry.
2. The Postal Administration of the country of origin is authorized 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 of the country of origin may, exceptionally, postpone the settlement of compensation beyond the period of one year when the question of responsibility cannot be settled owing to circumstances over which the Administrations concerned have no control.

Article 19.

INCIDENCE OF COST OF COMPENSATION.

1. Until the contrary is proved responsibility shall rest with the Postal 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 his agent, or regular transfer to the following Postal 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 it 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 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 20.

REPAYMENT OF THE COMPENSATION TO THE POSTAL ADMINISTRATION OF THE COUNTRY OF ORIGIN.

The Administration responsible or on whose account the payment is made in accordance with Article 17 is bound to repay the amount of the 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 21.

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 charges other than those contemplated in this Agreement except by mutual consent of the two Postal 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 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 22.

ENTRY INTO FORCE AND DURATION OF THE AGREEMENT.

This Agreement shall come into force on the 1st November 1933 and shall remain in force until the expiration of one year from the date on which it may be denounced by either of the two Administrations.

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

Done in triplicate at Barbados the thirtieth day of August 1933 and at Curaçao the tenth day of October 1933.

(*Sd.*) P. C. M. VAN DER DRIFT,
Administrator of Finance
of the Government of Curaçao.

(*Sd.*) G. F. SHARP,
Colonial Postmaster,
Barbados, B. W. I.

DETAILED REGULATIONS

FOR CARRYING OUT THE PARCEL POST AGREEMENT BETWEEN THE POST OFFICE OF BARBADOS AND THE POST OFFICE OF CURAÇAO, DATED AUGUST 30, 1933, AND OCTOBER 10, 1933.

Article 1.

MISSENT PARCELS.

Missent parcels shall be re-transmitted to their proper destination, by the most direct route at the disposal of the Office 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 Postal 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 being indicated on the back of the label.
4. The bag containing the Parcel Bill and other documents shall be distinctively labelled.
5. The weight of any bag of parcels shall not exceed 36 kg. (80 pounds avoirdupois).
6. Each of the contracting Administrations shall provide and bear the whole cost of 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 sent.

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.

Article 4.

SPECIAL PACKING.

1. Liquids and substances which easily liquefy shall be packed in two receptacles. Between the first receptacle (bottle, flask, pot, box, 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. Dry colouring powders such as aniline, etc., shall be admitted only if enclosed in stout metal boxes placed inside wooden boxes with sawdust between the two receptacles.

3. Every parcel containing precious stones, jewellery or any article of gold, silver or platinum exceeding 2500 francs 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 according to the regulations of the country of destination.

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

3. The two Postal 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 the name of the Office of posting and a label indicating the serial number. 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 IMPRESSION.

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

2. A parcel which is redirected shall be retransmitted in its original packing and shall be accompanied by the original Despatch Note. 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 appear 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 9, Section 2, of the Agreement, the Postal Administration of the country 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 a 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 11 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 upon the parcel. Any balance which there may be shall be forwarded to the Postal Administration of the country of origin for payment to the sender, on whom the cost of forwarding it shall fall.

Article 11.

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 Postal 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. Returned, and redirected 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. Other parcels shall be entered on the Parcel Bills in bulk. The Despatch Notes and Customs Declarations, etc. 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 of 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, or the empty bags as the case may be, 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 Postal Administration shall furnish to the other Administration all necessary information on points of detail in connexion 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 Administration concerned shall, however, have the power by mutual consent to modify the details from time to time.

Done in triplicate at Barbados, the thirtieth day of August 1933 and at Curaçao the tenth day of October 1933.

(*Sd.*) P. C. M. VAN DER DRIFT,
Administrator of Finance
of the Government of Curaçao.

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