

N° 3705.

ÉTATS-UNIS D'AMÉRIQUE
ET MALAISIE

Arrangement entre l'Office des postes des Etats-Unis d'Amérique et l'Office des postes de la Malaisie concernant l'échange des colis postaux. Signé à Kuala-Lumpur, le 21 janvier 1935, et à Washington, le 22 mars 1935.

UNITED STATES OF AMERICA
AND MALAYA

Parcel Post Agreement between the Post Office of the United States of America and the Post Office of Malaya. Signed at Kuala Lumpur, January 21st, 1935, and at Washington, March 22nd, 1935.

No. 3705. — PARCEL POST AGREEMENT¹ BETWEEN THE POST OFFICE OF THE UNITED STATES OF AMERICA AND THE POST OFFICE OF MALAYA. SIGNED AT KUALA LUMPUR, JANUARY 21ST, 1935, AND AT WASHINGTON, MARCH 22ND, 1935.

English official text communicated by the Envoy Extraordinary and Minister Plenipotentiary of the United States of America at Berne and by His Majesty's Secretary of State for Foreign Affairs in Great Britain. The registration of this Agreement took place July 30th, 1935.

For the purpose of concluding arrangements for the direct exchange of parcel post packages between the UNITED STATES OF AMERICA (including Alaska, Hawaii, Puerto Rico, Guam, Samoa and the Virgin Islands of the United States) and MALAYA (which for the purposes of this Agreement means the Straits Settlements, the Federated Malay States of Perak, Selangor, Negri Sembilan and Pahang and any Malay State under British protection which may subsequently form part of the Malayan Postal Union) the undersigned, James A. FARLEY, Postmaster-General of the United States of America, and Thomas PEROWNE COE, M.C., M.C.S., Acting Director-General of Posts and Telegraphs, Malaya, by virtue of authority vested in them, have agreed upon the following Articles :

Article I.

LIMITS OF WEIGHTS AND SIZE.

1. No parcel shall exceed twenty-two pounds (ten kilograms) in weight, three feet six inches (one hundred and five centimetres) in length, or six feet (one hundred and eighty centimetres) in length and girth combined.
2. As regards the exact calculation of the weight and dimensions of parcels, the view of the despatching office shall be accepted, save in the case of obvious error.

Article II.

POSTAGE AND FEES.

1. The Post Office of the country of origin is entitled to collect from the sender of each parcel such postage and 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, such insurance fees and fees for return receipts, as 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.

¹ Came into force April 1st, 1935.

¹ TRADUCTION. — TRANSLATION.

N^o 3705. — ARRANGEMENT² ENTRE L'OFFICE DES POSTES DES ÉTATS-UNIS D'AMÉRIQUE ET L'OFFICE DES POSTES DE LA MALAISIE CONCERNANT L'ÉCHANGE DES COLIS POSTAUX. SIGNÉ A KUALA-LUMPUR, LE 21 JANVIER 1935, ET A WASHINGTON, LE 22 MARS 1935.

Texte officiel anglais communiqué par l'envoyé extraordinaire et ministre plénipotentiaire des Etats-Unis d'Amérique à Berne et le secrétaire d'Etat aux Affaires étrangères de Sa Majesté en Grande-Bretagne. L'enregistrement de cet arrangement a eu lieu le 30 juillet 1935.

En vue de conclure des arrangements pour l'échange direct de colis postaux entre LES ÉTATS-UNIS D'AMÉRIQUE (y compris l'Alaska, les îles Hawaï, Porto-Rico, Guam, Samoa et les îles Vierges des Etats-Unis) et LA MALAISIE (qui aux fins du présent arrangement comprend les Etablissements du Détroit, les Etats malais fédérés de Perak, Selangor, Negri Sembilan et Pahang et tout État malais sous protectorat britannique qui pourrait ultérieurement faire partie de l'Union postale de la Malaisie), les soussignés, James A. FARLEY, « Postmaster-General » des Etats-Unis d'Amérique, et Thomas PEROWNE COE, M.C., M.C.S., « Acting Director-General » des Postes et Télégraphes de la Malaisie, en vertu des pouvoirs qui leur ont été conférés, sont convenus des articles suivants :

Article premier.

LIMITES DE POIDS ET DE DIMENSIONS.

1. Aucun colis ne devra dépasser vingt-deux livres (dix kilos) ni mesurer plus de trois pieds six pouces (cent cinq centimètres) de longueur ou plus de six pieds (cent quatre-vingts centimètres), longueur et pourtour réunis.

2. En ce qui concerne le calcul exact du poids et des dimensions des colis, la manière de voir du bureau expéditeur sera considérée comme prévalant, sauf erreur évidente.

Article II.

AFFRANCHISSEMENT ET TAXES.

1. L'administration postale du pays d'origine a le droit de percevoir sur l'expéditeur de tout colis les droits d'affranchissement et taxes pour demandes de renseignements sur le sort d'un colis, présentées après le dépôt, ainsi que, dans le cas de colis avec valeur déclarée, les droits d'assurance et taxes pour avis de réception, tels qu'ils pourront être fixés de temps à autre par ses règlements.

2. Sauf dans le cas de colis renvoyés ou réexpédiés, les frais d'affranchissement et les droits mentionnés au paragraphe précédent doivent être acquittés à l'avance.

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

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

² Entré en vigueur le 1^{er} avril 1935.

Article III.

PREPARATION OF PARCELS.

1. The name and address of the sender and of the addressee must be legibly and correctly written in every case when possible on the parcel itself, or on a label gummed thereto, and, in the case of parcels addressed by tag only because of their shape or size, must also be written on a separate slip, which slip must be enclosed in the parcel; but such address slips should be enclosed in all parcels. Parcels will not be accepted when sent by or addressed to initials, unless the initials are the adopted trade name of the senders or addressees.

Addresses in ordinary pencil are not allowed, but copying ink or indelible pencil on a surface previously dampened may be used.

2. The sender shall prepare one Customs declaration for each parcel sent from either country, upon a special form provided for the purpose, which Customs declaration shall give a general description of the parcel, an accurate statement in detail of the contents and value, date of mailing, number of rates prepaid, the sender's name and address and the name and address of the addressee, and shall be securely attached to the parcel.

3. The contracting Post Offices accept no responsibility for the correctness of the Customs declarations.

4. Every parcel shall be packed in a manner adequate for the length of the journey and for the protection of the contents. Ordinary parcels may be closed by means of wax, lead seals, or otherwise.

Insured parcels must be closed and securely sealed with wax or otherwise, but the country of destination shall have the right to open them as well as ordinary parcels (including the right to break the seals) in order to inspect the contents. Parcels which have been so opened shall be closed again and officially sealed, except that in the case of ordinary parcels they need not be sealed if they were not sealed by the sender in the first instance. Either Post Office may require a special impress or mark of the sender in the sealing of insured parcels mailed on its service as a means of protection.

5. On the address side of each insured parcel there must be written, both in Arabic figures and in Roman letters, the amount for which the parcel is insured in the currency of the country of origin. This amount must be converted into gold francs by the sender or office of origin and the result of the conversion must be added below the original inscription.

6. Each insured parcel must be marked or labelled or stamped "Insured" in a conspicuous manner on the address side and in close proximity to such indorsement there must appear the insurance number given the parcel. The Customs declaration, if not gummed to the parcel, must also be marked or labelled or stamped "Insured".

7. The labels or stamps on insured parcels must be so placed that they cannot serve to conceal injuries to the covers. They must not be folded over two sides of the cover so as to hide the edge.

8. Any liquid or any substance which easily liquefies must be packed in a double receptacle. Between the first receptacle (bottle, flask, pot, box, etc.) and the second (box of metal or of strong 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.

9. Powders and dyes in powder form must be packed in lead sealed metal containers which containers must be enclosed in substantial outer covers, so as to afford the utmost protection to the accompanying mail matter.

Article IV.

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 an invoice, and also a simple copy of the address of the parcel, that of the sender being added ;

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

(c) Any live animal ;

(d) Any article of which the admission is not authorised by the Customs or other laws or regulations in force in either country ;

(e) Any explosive or inflammable article, and, in general, any article of which the conveyance is dangerous.

2. When a parcel contravening any of these prohibitions is handed over by one Post Office to another, the latter shall proceed in accordance with its laws and its inland regulations.

3. The two Post Offices shall furnish each other with a list of prohibited articles ; but they will not thereby undertake any responsibility whatever towards the police, the Customs authorities, or the senders of parcels.

Article V.

CUSTOMS DUTIES.

The parcels shall be subject in the country of destination to all Customs duties and all Customs regulations in force in that country for the protection of its Customs revenues, and the Customs duties properly chargeable thereon shall be collected on delivery in accordance with the Customs regulations of the country of destination.

Article VI.

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 Post Offices, and shall be despatched 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. These sacks may be enclosed in sacks containing ordinary parcels or sent separately enclosed in outer sacks, provided that in all cases the outer sacks shall be marked with such distinctive symbols as may from time to time be agreed upon.

Article VII.

BILLING OF PARCELS.

1. The ordinary (uninsured) parcels included in each despatch from the United States of America shall be advised on a parcel bill by the simple entry of their total number. As regards ordinary parcels from Malaya particulars sufficient to identify them shall be advised on the parcel bills.

2. Ordinary and insured parcels shall each be entered in separate parcel bills and the insured parcels shall be listed individually. The entries shall show in respect to each insured parcel the

insurance number, and the office (and State or country) of origin and such other particulars as may by mutual agreement from time to time be deemed necessary.

3. The entry on the bill of any returned parcel must be followed by the word "Returned".

4. Each despatching office of exchange shall number the parcel bills in the upper left-hand corner, commencing each year a fresh series for each office of exchange of destination. The last number of the year shall be shown on the parcel bill of the first despatch of the following year.

5. The exact method of advising parcels or the receptacles containing them sent by one Post Office in transit through the postal territory of 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 Post Offices.

Article VIII.

CERTIFICATES OF MAILING.

A certificate of mailing for an ordinary parcel shall be issued to the sender at the time of mailing in accordance with and subject to the regulations prescribed by the country of despatch and each country may fix a reasonable fee therefor. No receipt other than the insurance receipt shall be furnished to the sender in the case of an insured parcel.

Article IX.

RESPONSIBILITY NOT ACCEPTED FOR ORDINARY PARCELS.

Neither the sender nor the addressee of an ordinary (uninsured) parcel shall be entitled to compensation for the loss of the parcel or for the abstraction of or damage to its contents.

Article X.

INSURANCE.

1. The sender of a parcel may have the same insured by paying in addition to the postage such insurance fee as is prescribed by the country of origin and in the event of complete loss or loss, abstraction or damage of any article of pecuniary value enclosed in or forming part thereof indemnity shall be paid up to a sum not exceeding \$100 gold, when mailed in the United States of America, or the equivalent thereof \$180 (Straits), when mailed in Malaya, provided that the sum paid by way of compensation for the loss, abstraction or damage shall not exceed the amount of the actual loss, abstraction or damage.

No insured parcel shall be indemnified for an amount above the real value of its contents.

Both Post Offices reserve the right to arrange by mutual agreement through correspondence for a higher or lower limit of indemnity than that mentioned in this Agreement.

2. The insurance of all parcels containing coin, bullion, valuable jewelry, or any other precious article exchanged between the two Post Offices is obligatory.

If a parcel containing coin, bullion, jewelry or any other precious article is mailed uninsured it shall be placed under insurance by the post office which first observes the fact of its having been mailed uninsured, and treated in accordance with the regulations of the country placing the matter under insurance.

3. The Post Office of the country of origin is entitled to fix its own fees for different limits of indemnity within the maximum provided.

Article XI.

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.

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 of 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.

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.

3. When an advice of delivery is desired, the sender or office of origin shall write or stamp on the parcel, in a conspicuous manner, the words "Return receipt requested", "Advice of Delivery requested", or, boldly, the letters "A.R."

Article XII.

INDEMNITY.

1. Except in case of loss or damage through *force majeure* (causes beyond control) as the term is defined by the legal decisions or rulings of the country in the service of which the loss or damage occurs, when an insured parcel has been lost, rifled or damaged, the sender, or other rightful claimant, is entitled to an indemnity corresponding to the actual amount of loss, rifling or damage based on the actual value at the time and place of mailing of the lost, rifled or damaged article, unless the loss rifling or damage has arisen from the fault or negligence of the sender or the addressee or of the representative of either or from the nature of the article, provided that the indemnity shall not exceed the sum for which the required insurance fee was paid in the country of origin.

In the absence of special agreement to the contrary between the countries involved (which agreement may be made through correspondence) no indemnity will be paid by either country for the loss, rifling or damage of transit insured parcels, that is, insured parcels originating in one of the two contracting countries or a third country, addressed for delivery in some other country not a party to this Agreement.

2. Neither Post Office is bound to pay indemnity in case of loss due to *force majeure* under any particular definitions of that term unless the other Post Office will assume liability reciprocally under the same definitions of the term, although either country may at its option and without recourse to the other country pay indemnity for losses occurring through *force majeure* under any definition of that term.

3. In case an insured parcel originating in one country and addressed for delivery in the other country is forwarded or returned from the country of original address to a third country, the rightful claimant shall be entitled only to such indemnity, if any, for any loss, rifling, or damage which occurs subsequent to the re-despatch of the parcel in the country of original address, as the country in which the loss, rifling, or damage occurred is willing or obligated to pay under any agreement in force between the countries directly involved in the forwarding or return. Either country adhering to this Agreement which improperly forwards an insured parcel to a third country, shall be responsible therefor to the extent of the liability of the country of origin to the sender within the limit of the liability fixed by this Agreement.

4. No application for indemnity will be entertained unless a claim or an initial inquiry, oral or written, shall be filed by claimant or his representative within a year commencing with the day following the posting of the insured parcel.

5. No compensation shall be given for loss, injury or damage consequential upon, i.e., indirectly arising from, the loss, non-delivery or mis-delivery of any insured parcel transmitted under this Agreement.

6. No indemnity will be paid for insured parcels which contain matter of no intrinsic value nor for perishable matter or matter prohibited transmission in the parcel post mails exchanged between the contracting Post Offices, 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 may pay indemnity in respect of such parcels without recourse to the other Post Office.

7. Either of the Post Offices may at its option reimburse the rightful claimant in the event of complete loss, irreparable damage of entire contents, or rifling of entire contents, for the amount of postage or special charges borne by an insured parcel, if claimed. The insurance fees are not in any case returned.

8. No responsibility will be admitted for insured parcels which cannot be accounted for in consequence of the destruction of official documents through causes beyond control.

9. In case the sender, addressee or owner of an insured parcel, or his representative, shall at any time knowingly allege the contents to be above their real value, or whenever any false, fictitious, or fraudulent evidence is knowingly and wilfully introduced, the Post Office responsible for the indemnity reserves the right without any refund of fee or postage to decline to pay indemnity or to pay such indemnity as may in its discretion be considered equitable in the light of the evidence procured. The enforcement of this rule shall not prejudice any legal proceedings to which such fraudulent evidence may have rendered the claimant liable.

10. When an insured article has been lost or its contents abstracted or damaged the Post Office of the country of origin shall pay indemnity to the rightful claimant as soon as possible and at the latest within a period of one year counting with the day following that on which the application is made, which payment shall be made on account of the Post Office of the country of destination, if that Post Office is responsible for the loss and has been duly notified.

11. However, the Post Office of the country of origin may, in the case indicated in the foregoing paragraph, 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.

12. Except in cases where payment is exceptionally deferred as provided in the foregoing paragraph, the country of origin is authorised to pay indemnity on behalf of the country of destination if that country has, after being duly informed of the application for indemnity, let nine months pass without settling the matter.

13. The obligation of paying the indemnity shall rest with the country to which the mailing office is subordinate. That country can make a claim on the country responsible, that is to say, against the Post Office on the territory or in the service of which the loss, rifling or damage took place.

14. The country responsible for the loss, rifling or damage and on whose account payment is made is bound to repay to the country making payment on its behalf, without delay and within not more than nine months after receiving notice of payment, the amount of indemnity paid.

15. Reimbursements for indemnity from one country to the other shall be made on the gold basis.

16. Repayments are to be made free of cost to the creditor country by means of either a money order or a draft, in money valid in the creditor country, or by such other means as may be mutually agreed upon by correspondence.

17. Until the contrary is proved, responsibility for an insured parcel rests with the country which having received the parcel without making any observations and being furnished all necessary particulars for inquiry is unable to show its proper disposition.

18. Responsibility for loss, rifling or damage of an insured parcel discovered to be missing by the receiving office of exchange at the time of opening the receptacles and duly notified to the despatching office of exchange by bulletin of verification, shall fall upon the Post Office to which the despatching office of exchange is subordinate, unless it be proved that the loss, rifling or damage occurred in the service of the receiving Post Office.

If the loss, rifling or damage occurred in the course of conveyance and it should not be possible to ascertain on the territory or in the service of which country the loss, rifling or damage took place the indemnity shall be shared equally.

19. The responsibility of properly enclosing, packing, and sealing insured parcels rests upon the sender, and the postal service of neither country will assume liability for loss, rifling or damage arising from defects which may not be observed at the time of posting.

Article XIII.

TRANSIT PARCELS.

1. Each Post Office guarantees the right of transit over its territory, to or from any country with which it has parcel post communication, of parcels originating in or addressed for delivery in the territory of the other contracting Post Office.

2. Each Post Office shall inform the other to which countries parcels may be sent through it as intermediary.

3. To be accepted for onward transmission, parcels sent by one of the contracting Post Offices through the service of the other Post Office must comply with the conditions prescribed from time to time by the intermediary Post Office.

Article XIV.

CHECK BY OFFICE OF EXCHANGE.

1. On the receipt of a parcel mail, the receiving office of exchange shall check it. Insured and ordinary parcels (when particulars of the latter are advised) must be carefully compared with the accompanying bills. Any discrepancies or irregularities noted shall be immediately reported to the despatching office of exchange by means of a bulletin of verification. If report is not made promptly it will be assumed that the mail and the accompanying bills were in every respect in proper order.

2. In the case of any discrepancies or irregularities in a mail, such record shall be kept as will permit of the furnishing of information regarding the matter in connection with any subsequent investigation or claim for indemnity which may be made.

3. If a parcel bill is missing a duplicate shall be made out and a copy sent to the despatching office of exchange from which the despatch was received.

4. Insured parcels bearing evidence of violation or damage must have the facts noted on them and be marked with the stamp of the office making the note or document drawing attention to the violation or damage must be forwarded with the parcels.

Article XV.

FEES FOR DELIVERY AND FOR CUSTOMS FORMALITIES. DEMURRAGE CHARGES.

1. The Post Office of the country of destination may collect from the addressee for delivery and for the fulfillment of Customs formalities a charge not exceeding fifteen cents gold for each parcel, and an additional delivery charge of like amount for each time a parcel is presented at the residence of the addressee after one unsuccessful presentation.

2. Each Post Office may impose reasonable storage or demurrage charges in the case of the addressee failing to accept delivery of any parcel within such reasonable time as is prescribed by the Post Office of the country of destination. Any such charges as may be prescribed shall be cancelled in the event of the return of the parcel to the country of origin.

Article XVI.

REDIRECTION.

1. Any parcel redirected within the country of destination or delivered to an alternate addressee at the original office of address shall be liable to such additional charges as may be prescribed by the Post Office of that country.

2. When a parcel is redirected to either country, new postage as well as new insurance fees, in the case of insured parcels (which, when redirected, must be despatched in the same kind of mails as received, that is, insured mails), may, if not prepaid, be collected upon delivery and retained by the Post Office making the collection. The Post Office making delivery shall fix the amount of such fees and postage when not prepaid.

3. Insured parcels shall not be forwarded or returned to another country unless they may be forwarded or returned as insured mail. Senders may indorse insured parcels "Do not forward to a third country", in which event the parcels shall not be forwarded to any other country. Unless such parcels are indorsed to indicate that the senders do not wish them forwarded to any other country other than that of mailing or within the country of original address, they may be forwarded to a third country if they can be forwarded as insured mail. Insured parcels may be returned to the sender in a third country in accordance with a return address on the parcels if they can be returned as insured mail. In case of the loss, rifling or damage of an insured parcel forwarded or returned to a third country, indemnity will be paid only in accordance with the stipulations of Article XII, paragraph 3, of this Agreement.

Article XVII.

POSTAL CHARGES OTHER THAN THOSE PRESCRIBED NOT TO BE COLLECTED.

1. The parcels to which this Agreement applies shall not be subjected to any postal charges other than those contemplated by the different Articles hereof.

Article XVIII.

RECALL AND CHANGE OF ADDRESS.

An incoming parcel cannot be recalled nor can it be delivered at an address other than that written on the parcel. Exceptionally, this rule shall not apply to a parcel which is undeliverable at the original address (or at an alternative address if one is furnished) owing to the absence of the

addressee or any other cause ; such parcels may, subject to the provision of this Agreement, at the request of the sender or the addressee be delivered at another address.

Article XIX.

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. New postage, as well as new insurance, fees in the case of insured parcels (which must be returned in the same kind of mail as received), may be collected from the sender and retained by the Post Office making the collection.

2. The sender of a parcel may request, at the time of mailing, that if a parcel cannot be delivered as addressed, it shall 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 parcel or on a despatch note or Customs declaration attached to or stuck to the parcel 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 ’.”

3. Except as otherwise provided, undeliverable parcels will be returned to the senders at the expiration of thirty days from the date of receipt at the post office of destination, while refused parcels shall be returned at once, the parcels in each case to be marked to show the reason for non-delivery.

4. Articles liable to deterioration or corruption, and these only, may, however, be sold immediately even on the outward or return journey, without previous notice or judicial formality for the benefit of the right party.

If for any reason a sale is impossible the spoilt or worthless articles shall be destroyed. The sale or destruction shall be recorded and report made to the Post Office of origin.

5. Undeliverable parcels which the sender has marked “ Abandon ” may be sold at auction at the expiration of thirty days, but in case such disposition is made of insured parcels proper record will be made and the Post Office of the country of origin notified as to the disposition made of the parcels. The Post Office of the country of origin shall also be notified when for any reason an insured parcel which is not delivered is not returned to the country of origin.

Article XX.

CUSTOMS CHARGES TO BE CANCELLED.

Provided the formalities prescribed by the Customs authorities concerned are fulfilled, the Customs charges, properly so called, on parcels destroyed, abandoned by the sender, sent back to the country of origin, or redirected to another country shall be cancelled both in Malaya and in the United States of America.

Article XXI.

RETRANSMISSION.

Missent ordinary parcels shall be forwarded to their destination by the most direct route at the disposal of the reforwarding Post Office, but must not be marked with Customs or other charges

by the reforwarding Post Office. Missent insured parcels shall not be forwarded to their destination unless they can be forwarded as insured mails. If they cannot be forwarded as insured mails, they shall be returned to the country of origin.

Article XXII.

RECEPTACLES.

Each Post Office shall provide the bags necessary for the despatch of its parcels. The bags shall be returned empty to the country of origin by the next mail. Empty bags shall be made up in bundles of ten (nine bags enclosed in one) and the total number of such bags shall be advised on the parcel bill.

Article XXIII.

CHARGES.

1. For every parcel addressed for delivery in Malaya, whether ordinary or insured, a payment of 80 centimes (gold) for each parcel not exceeding 3 pounds in weight, 1 franc 40 centimes (gold) for each parcel over 3 pounds and not exceeding 7 pounds in weight, 2 francs (gold) for each parcel over 7 pounds and not exceeding 11 pounds in weight, and 3 francs (gold) for each parcel over 11 pounds and up to the weight limit of 22 pounds, shall be made by the United States of America. Malaya shall pay the United States of America 32 centimes (gold) per pound on the bulk net weight of each despatch from Malaya to the United States of America.

2. The amount to be allowed in respect to parcels sent from one Post Office to the other for onward transmission to a possession of either country or to a third country shall be fixed by the intermediate Post Office.

3. On every parcel returned, or redirected unpaid, by one of the two Post Offices to the other, the returning or retransmitting Post Office shall be entitled to claim a payment for its territorial service as set forth in above paragraph 1 of this Article, together with any sum due in respect of the sea service which it provides. In the case of a parcel returned or redirected unpaid, in transit through one of the two Post Offices to the other, the intermediary office may claim also the amounts due to any other Post Office or Post Offices concerned.

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

Article XXIV.

ACCOUNTING.

1. *Terminal parcels* : At the end of each quarter the creditor country shall prepare an account of the amount due to it in respect of the parcels received in excess of those despatched.

2. *Transit parcels* : Each Post Office shall also prepare quarterly an account showing the sums due for parcels sent by the other Post Office for onward transmission.

3. These accounts shall be submitted to the examination of the corresponding Post Office in the course of the month which follows the quarter to which they relate.

4. The compilation, transmission, verification and acceptance of the accounts must be effected as early as possible and the payment resulting from the balance must be made at the latest before the end of the following quarter.

5. Payment of the balance due on these accounts between the two Post Offices shall be effected by means of drafts on New York or in any other manner which may be agreed upon mutually by correspondence between the two Post Offices, the expense attendant on the payment being at the charge of the indebted Post Office.

Article XXV.

MATTERS NOT PROVIDED FOR IN THE AGREEMENT.

1. All matters concerning the exchange of parcels, the obtaining and disposition of return receipts for insured parcels and the adjustment of indemnity claims in connection therewith not covered by this Agreement shall be governed by the provisions of the Universal Postal Union Convention and the Detailed Regulations for its Execution, in so far as they are applicable and not inconsistent with the provisions of this Agreement, and then if no other arrangement has been made, the internal legislation, regulations and rulings of the United States of America and Malaya, according to the country involved, shall govern.

2. The Postmaster-General of the United States of America and the Director-General of Posts and Telegraphs, Malaya, shall have authority jointly to make from time to time by correspondence such changes and modifications and further regulations of order and detail as may become necessary to facilitate the operation of the service contemplated by this Agreement, as well as to provide arrangements for the registration of parcel post packages and for the exchange of parcels subject to collect on delivery charges, should both countries at any time desire either or both of these services.

3. The Post Offices shall communicate to each other from time to time the provisions of their laws or regulations applicable to the conveyance of parcels by parcel post.

Article XXVI.

DURATION OF AGREEMENT.

1. This Agreement substitutes and abrogates that signed at Washington on the tenth day of January, one thousand nine hundred and twenty-nine, and at Kuala Lumpur on the twentieth day of October, one thousand nine hundred and twenty-eight, and shall take effect and operations thereunder shall begin on a date to be mutually settled between the Post Offices of the two countries.

2. It shall remain in force until one of the two contracting Post Offices has given notice to the other, six months in advance, of its intention to terminate it.

Either Post Office may temporarily suspend the insurance service in whole or in part, when there are special reasons for doing so, or restrict it to certain offices; but on the condition that previous and opportune notice of such measure is given to the other Post Office, such notice to be given by the most rapid means if necessary.

3. Done in duplicate and signed at Kuala Lumpur the 21st day of January, 1935, and at Washington the 22nd day of March, 1935.

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

T. P. COE,
Acting Director-General
of Posts and Telegraphs, Malaya.

I hereby certify that this is a true and complete textual copy of the original Parcel Post Agreement between Malaya and the United States of America in all the languages in which the original was signed.

James A. FARLEY,
Postmaster General.