

N° 4129.

ALLEMAGNE ET MALAISIE

Accord entre l'Administration des postes de l'Allemagne et l'Administration des postes de la Malaisie relatif à l'échange des colis postaux, et règlement d'exécution y annexé. Signés à Berlin, le 11 juillet 1936, et à Kuala-Lumpur, le 17 décembre 1936.

GERMANY AND MALAYA

Parcel Post Agreement between the Post Office of Germany and the Post Office of Malaya, and Detailed Regulations annexed thereto. Signed at Berlin, July 11th, 1936, and at Kuala Lumpur, December 17th, 1936.

No. 4129. — PARCEL POST AGREEMENT BETWEEN THE POST OFFICE OF GERMANY AND THE POST OFFICE OF MALAYA. SIGNED AT BERLIN, JULY 11TH, 1936, AND AT KUALA LUMPUR, DECEMBER 17TH, 1936.

German and English official texts communicated by His Majesty's Secretary of State for Foreign Affairs in Great Britain. The registration of this Agreement took place June 23rd, 1937.

THE POST OFFICES OF MALAYA and OF GERMANY agree to effect a regular direct exchange of parcels between their respective countries.

In this Agreement and the Detailed Regulations appended thereto the expression "Malaya" 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.

AGREEMENT.

Article 1.

LIMITS OF WEIGHT AND SIZE.

1. A parcel for Germany posted in Malaya shall not exceed 22 pounds in weight, 3 feet 6 inches in length, or 6 feet in length and girth combined; and a parcel for Malaya posted in Germany shall not exceed 10 kilogrammes in weight, 1.05 metres in length and 1.80 metres in length and girth combined.

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.

FREEDOM OF TRANSIT.

The two Post Offices 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 redirected or returned parcels.
2. The postage shall be made up of the sums accruing to each Post Office taking part in the conveyance by land or sea.

Article 4.

TERRITORIAL RATE.

For parcels despatched from one of the two countries for delivery in the other, the territorial rates of Malaya shall be Fr. 0.80, Fr. 1.40, Fr. 2.00 and Fr. 3.00 for parcels not exceeding 1 kg. (2 lb.), 3 kg. (7 lb.), 5 kg. (11 lb.) and 10 kg. (22 lb.) in weight respectively ; and the territorial rates of Germany shall be Fr. 0.60, Fr. 1.00 and Fr. 2.00 for parcels not exceeding 1 kg. (2 lb.), 5 kg. (11 lb.) and 10 kg. (22 lb.) in weight respectively.

The Post Office of Germany reserves the right to raise its charges in accordance with any modifications which may be introduced in the matter of charges by international Parcel Post Agreements subsequent to the Cairo Agreement of 1934. The Post Office of Germany will accord to the Post Office of Malaya any reduction introduced by such new international Agreements.

The Post Office of Malaya reserves the right to raise its territorial rates in accordance with any alterations of these charges which may be decided upon in connection with its parcel relations with other countries generally. The Post Office of Malaya will accord to the Post Office of Germany any reduction introduced by Agreements with other countries.

Article 5.

SEA RATE.

Each of the two Post Offices shall be entitled to fix the rate for any sea service which it provides.

For parcels sent by sea direct from one country to the other the Post Office of the country of origin pays to the Post Office of the country of destination the sea rate, if the latter Office provides for the sea services.

Article 6.

TRANSIT RATES.

1. On parcels sent from Germany in transit through Malaya the Post Office of Malaya is entitled to receive a territorial rate of Franc 0.50 and Franc 1.00 for parcels of under 5 kg. and 10 kg. in weight respectively.
2. On parcels sent from Malaya in transit through Germany the German Post Office is entitled to receive Franc 0.30, Franc 0.50 and Franc 1.00 for parcels not exceeding 1 kg., 5 kg. and 10 kg. respectively.
3. The Post Office of the country of origin has to defray all charges for the onward land and sea transit communicated by the other Post Office for each destination.

Article 7.

FEE FOR DELIVERY AND FOR CLEARANCE THROUGH THE CUSTOMS.

The Post Office of Germany may collect, in respect of delivery, and clearance through the Customs, a fee not exceeding Franc 1.— per parcel or such other charge as international conventions subsequent to the Cairo Agreement of 1934 may fix. The Post Office of Malaya 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 8.

CUSTOMS 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 9.

PARCELS FOR DELIVERY FREE OF CHARGE.

1. By making a declaration beforehand at the office of posting, the senders may undertake the payment of all charges due on the parcels on delivery.

2. In such cases the senders must undertake to pay the sums which may be claimed by the Post Office of the country of destination and, if necessary, must make an adequate deposit.

3. The Post Office of the country which advances charges on behalf of the sender may collect for this service a commission not exceeding Franc 0.50 per parcel. This fee is distinct from that prescribed for Delivery and Customs Clearance in Article 7 above.

4. On a parcel sent under this arrangement, and originating in Malaya, the Post Office of Malaya shall be authorised to collect from the sender a special fee not exceeding 25 cents (Straits Settlements currency).

5. The Post Office of Germany will not collect such special fee.

Article 10.

FEE FOR RE-PACKING.

1. The Post Office of Germany shall be entitled to collect from the sender of a parcel originating in Germany or from the addressee in Germany of a parcel originating in Malaya a fee of Franc 0.30 for the re-packing of a damaged parcel.

2. The Post Office of Malaya will neither charge nor collect such re-packing fee.

Article 11.

WAREHOUSING CHARGE.

Each of the contracting Post Offices 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 12.

EXPRESS PARCELS.

1. Parcels shall, at the request of the sender, be sent out for delivery by special messenger immediately after their arrival, or if the office of destination is not in a position to deliver parcels at the addressee's residence notices of arrival shall be sent out immediately by special messenger.

Such parcels, which shall be called "Express" parcels, shall be subject, in addition to the ordinary postage, to a special charge of 80 Centimes, which must be fully prepaid by the sender.

2. When the addressee's residence is situated outside the local delivery zone of the office of destination, this office may collect an additional charge up to the amount of the fee fixed for express delivery by its inland regulations less the equivalent of the fixed charge paid by the sender.

This additional charge shall be maintained in accordance with the provisions of Article 33, Section 2, if the parcel is redirected or cannot be delivered.

3. Only one attempt shall be made to deliver by express to the addressee either the parcel itself, or the notice of its arrival. After an unsuccessful attempt, the parcel shall cease to be considered as an express parcel, and it shall be delivered under the conditions which apply to ordinary parcels.

4. The Post Office of Malaya undertakes to accept such "Express" parcels for delivery in Germany but "Express" parcels shall not be accepted by the Post Office of Germany for delivery in Malaya.

Article 13.

PROHIBITIONS.

1. Postal parcels must not contain any letter, note or document having the character of an actual and personal 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 reduced to its essential elements.

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) ;

(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.

It is moreover forbidden to send coin, platinum, gold or silver, whether manufactured or unmanufactured, precious stones, jewels 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 Post Office 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 Post Office 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 Post Office 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 14.

ADVICE OF DELIVERY.

The sender of an insured parcel posted in Malaya may obtain an advice of delivery under the conditions prescribed for postal packets by the Convention of the Postal Union. Under similar conditions the sender of an uninsured or insured parcel posted in Germany may obtain an advice of delivery.

Article 15.

REDIRECTION.

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

Article 16.

MISSENT PARCELS.

Parcels received out of course, or wrongly allowed to be despatched, shall be transmitted in accordance with the provisions of Article 18, Sections 1 and 2, of the Detailed Regulations.

Article 17.

NON-DELIVERY.

1. The sender may request at the time of posting that, if the parcel cannot be delivered as addressed, it may be either :

- (a) Tendered for delivery at a second address in the country of destination or
- (b) Treated as abandoned.

No other alternative is admissible. If the sender avails himself of this facility his request must appear on the parcel and on the Despatch Note and must be in conformity with, or analogous to, one of the following forms :

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

2. 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 Post Office of the country of destination.

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

3. The charges due on returned undelivered parcels shall be recovered in accordance with the provisions of Article 32.

Article 18.

CANCELLATION OF CUSTOMS CHARGES.

Both Parties to this Agreement undertake to urge their respective Customs Departments 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 19.

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 20.

ABANDONED PARCELS.

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

Article 21.

ENQUIRIES.

1. A fee not exceeding Franc 0.60 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.

The enquiry fee will be levied for every parcel even if the enquiry concerns several parcels posted at the same time by the same sender and destined for the same addressee.

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 22.

INSURED PARCELS. RATES AND CONDITIONS.

1. Parcels may be insured up to a limit of 10,000 Francs.

2. An insurance fee, to be fixed by the Post Office of the country of origin, shall be charged for each 300 Francs or part thereof of the insured value.

3. The Post Office of the country of origin shall be entitled also to collect from the sender of an insured parcel a despatch fee not exceeding 50 Centimes.

4. The sender of an insured parcel shall receive without charge, at the time of posting, a receipt for his parcel.

Article 23.

FRAUDULENT INSURANCE.

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

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

A parcel of which the contents have no pecuniary value may, however, be insured for a nominal sum in order to obtain the safeguards of the insurance system.

Article 24.

RESPONSIBILITY FOR LOSS, ABSTRACTION OR DAMAGE.

1. Except in the cases mentioned in the following Article, the two Post Offices 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. For uninsured parcels the amount of compensation shall not exceed 10 Francs for a parcel not exceeding 1 kilogramme (or 2 lbs.), 25 Francs for a parcel exceeding 1 kilogramme but not exceeding 5 kilogrammes (11 lbs.) and 40 Francs for a parcel exceeding 5 kilogrammes but not exceeding 10 kilogrammes (22 lbs.) in weight. For an insured parcel the amount of compensation shall not exceed the amount for which it was insured.

In cases where the loss, abstraction or damage occurs in the service of the country of destination the Post Office of the country of destination may pay compensation to the addressee at its own expense and without consulting the Post Office 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.

5. In all cases the insurance fees and, if the case arises, the despatch fee shall be retained by the Post Offices concerned.

6. Where damage is caused to any parcel by another parcel originating in Malaya or in Germany the sender of the parcel causing such damage shall upon his negligence being duly established be held liable to the extent indicated in Section 1 above in respect of each parcel so damaged.

In such cases the Post Office of the country of origin shall, where necessary, take such action against the sender of the parcel which has caused the damage as its internal legislation permits.

Nevertheless, in all cases where the Post Office of the country of origin is unable to fix responsibility upon the sender of the parcel which has caused the damage, the Post Office of Germany and the Post Office of Malaya shall accept responsibility in equal shares in respect of claims received by them from the senders of parcels so damaged.

Article 25.

EXCEPTIONS TO THE PRINCIPLE OF RESPONSIBILITY.

The two Post Offices 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 13 ;
- (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 regarding which enquiry has not been made within the period prescribed by Article 21 ;
- (g) In respect of any parcels containing precious stones, jewellery or any article of gold, silver or platinum exceeding 2,500 Francs in value not packed in a box of the size prescribed by Article 6, Section 3, of the Detailed Regulations.

Article 26.

TERMINATION OF RESPONSIBILITY.

The two Post Offices 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 27.

PAYMENT OF COMPENSATION.

The payment of compensation shall be undertaken by the Post Office of the country of origin except in the cases indicated in Article 24, Section 1, where payment is made by the Post Office of the country of destination. The Post Office of the country of origin may, however, after obtaining the sender's consent, authorize the Post Office of the country of destination to settle with the addressee. The paying Post Office retains the right to make a claim against the Post Office responsible.

Article 28.

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 Post Office of the country of origin may, exceptionally, postpone the settlement of compensation beyond the period of one year when a decision has not been reached upon the question whether the loss, abstraction or damage is due to a cause beyond control.
3. The Post Office of the country of origin is authorized to settle with the sender on behalf of the other Post Office if the latter, after being duly informed of the application, has let six months pass without giving a decision in the matter.

Article 29.

FIXING OF RESPONSIBILITY.

1. Until the contrary is proved responsibility shall rest with the Post Office which, having received the parcel from the other Post Office 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 Post Office, 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 Post Offices shall bear in equal shares the amount of compensation.

3. The same principle shall, as far as possible, be applied when other Post Offices are concerned in the conveyance of a parcel.

Nevertheless, in the case of parcels sent in transit from one of the two countries through the other neither of the two Post Offices shall be held responsible when the loss, abstraction or damage has taken place 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 Post Office responsible for the loss, damage or abstraction.

5. By paying compensation the Post Office 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.

6. 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 30.

REPAYMENT OF THE COMPENSATION TO THE POST OFFICE OF THE COUNTRY OF ORIGIN.

The Post Office responsible or on whose account the payment is made in accordance with Article 27 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 Post Office responsible through the accounts provided for in Article 24, Section 2, of the Detailed Regulations.

The Post Office 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 31.

CREDITS FOR CONVEYANCE.

For each parcel despatched from one of the two countries for delivery in the other the despatching Office shall allow to the Office of destination the rates which accrue to it by virtue of the provisions of Articles 4 and 5.

For each parcel despatched from one of the two countries in transit through the other the despatching Office shall allow to the other Office the rates due for the conveyance and insurance of the parcel.

Article 32.

CLAIMS IN CASE OF REDIRECTION OR RETURN.

In case of the redirection or of the return of a parcel from one country to the other, the re-transmitting Post Office shall claim from the other Post Office the charges due to it and to any

other Post Office taking part in the redirection or return. The claim shall be made on the Parcel Bill relating to the mail in which the parcel is forwarded.

Article 33.

EXPRESS DELIVERY FEES, SPECIAL AND ADDITIONAL.

1. The special charge for express delivery prescribed by Article 12, Section 1, shall be included in the sums credited to the Post Office of the country of destination.

When an express parcel is redirected to another country before an attempt has been made to deliver it, this charge shall be credited to the Post Office of the new country of destination. If the latter does not undertake express delivery, the credit is retained by the Post Office of the country to which the parcel was first addressed, the same applies when an express parcel cannot be delivered.

2. In case of the redirection or of the return to the country of origin of an express parcel, the additional charge prescribed by Article 12, Section 2, shall be claimed from the Post Office of the country in which the new destination is situated or from the Post Office of the country of origin, as the case may be, by the Post Office which has attempted delivery in the manner indicated in Article 32, unless this charge was paid when the parcel was presented at the addressee's residence.

Article 34.

CHARGE FOR REDIRECTION IN THE COUNTRY OF DESTINATION.

In case of further redirection or return to the country of origin, the redirection charge prescribed by Article 15, Section 2, shall accrue to the country which redirected the parcel within its own territory.

Article 35.

MISCELLANEOUS FEES.

1. The following fees shall be retained in full by the Post Office which has collected them :

(a) The fee for Advice of Delivery referred to in Article 14,

(b) The enquiry fee referred to in Article 21, Section 1,

(c) The despatch fee for an insured parcel referred to in Article 22, Section 3.

2. The fee for Customs clearance referred to in Article 7 shall be retained by the Post Office of the country of destination. The re-packing fee referred to in Article 10 shall be collected and retained by the Post Office of Germany.

Article 36.

INSURANCE FEE.

In respect of insured parcels the Post Office of the country of origin shall allow to the Post Office of the country of destination for territorial service a rate of 5 Centimes for each 300 Francs of insured value or fraction thereof.

If the Post Office of the country of destination provides the sea service, the Post Office of the country of origin shall allow an additional rate of 10 Centimes for each 300 Francs of insured value or fraction thereof.

Article 37.

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 Post Offices.

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

4. The two Post Offices 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 Malaya and of Germany 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 38.

ENTRY INTO FORCE AND DURATION OF THE AGREEMENT.

This Agreement shall come into operation on the 1st March, 1937, and shall remain in force until the expiration of one year from the date on which it may have been denounced by either of the two Post Offices.

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

Done in duplicate at Kuala Lumpur the 17th day of December, 1936, and at Berlin the 11th day of July, 1936.

*Director General of Posts and Telegraphs
Malaya :*
(*Sd.*) T. P. COE.

Deutscher Reichspostminister :
(*Sd.*) FRHR. V. ELTZ.

DETAILED REGULATIONS

FOR CARRYING OUT THE PARCEL POST AGREEMENT BETWEEN THE POST OFFICE OF MALAYA AND THE POST OFFICE OF GERMANY, DATED JULY 11TH, 1936, AND DECEMBER 17TH, 1936.

Article 1.

CIRCULATION.

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

2. 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 Post Offices.

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

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

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 the 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 express parcels forwarded in a mail shall be placed together, and, as far as possible, in the bag which contains the Parcel Bill and other documents. When they cannot all be placed in the bag which contains the Parcel Bill, the bag or bags in which they are forwarded shall be indicated by a distinctive label.

6. Similarly, insured parcels shall be forwarded in the bag which contains the Parcel Bill. When they are sufficiently numerous insured parcels shall be forwarded in separate bags. The neck label attached to any bag containing one or more insured parcels shall be marked with any distinctive symbol that may from time to time be agreed upon by the two Post Offices.

7. The weight of any bag of parcels shall not exceed 36 kilogrammes (80 pounds avoirdupois).

8. Each Post Office shall supply its own bags which shall be suitably stencilled to indicate ownership. The bags of one Post Office shall not be used by the other for any purpose whatsoever, and each Post Office shall be required to make good the value of any bags which it fails to return. Responsibility for the loss of empty bags shall be determined on the principles prescribed for the loss of parcels in Article 29 of the Agreement.

9. The bags received in each Post Office shall be returned empty by the receiving Post Office by the next despatch to such Office of Exchange as the two Post Offices shall appoint. The number of bags so forwarded shall be advised on the Parcel Bill.

Article 3.

INFORMATION TO BE FURNISHED.

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

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

(b) The 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 by the other Post Office for each destination ;

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

2. Each Post Office shall make known to the other the names of the countries to which it intends to send parcels in transit through the other, unless in any particular case the number of parcels concerned is insignificant.

Article 4.

FIXING OF EQUIVALENTS.

In fixing the charges for parcels either Post Office shall be at liberty to adopt such approximate equivalents as may be convenient in its own currency.

Article 5.

MAKE-UP OF PARCELS.

Every parcel shall :

(a) Bear the exact address of the addressee as well as that of the sender 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 of an ordinary parcel 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 6.

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 2,500 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 7.

DESPATCH NOTES AND CUSTOMS DECLARATIONS.

1. Each parcel shall be accompanied by a Despatch Note and by Customs Declarations according to the regulations of the country of destination, 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. This provision shall not apply to insured parcels, express parcels, or parcels intended for delivery to the addressees free of charge.

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

Article 8.

PARCELS FOR DELIVERY FREE OF CHARGE.

1. A parcel to be delivered to the addressee free of charge shall bear on the address side and on the Despatch Note a yellow label bearing in bold type the words " Franc de Droits ".

2. Every parcel forwarded "Free of Charge" shall be accompanied by a separate franking note, which shall be firmly attached to the Despatch Note.

Article 9.

ADVICE OF DELIVERY.

1. Parcels of which the senders ask for an Advice of Delivery shall be very prominently marked "Advice of Delivery (Rückschein)" or "Avis de réception (A. R.)". The Despatch Notes shall be marked in the same way.

2. Such parcels shall be accompanied by a form similar to that annexed to the Detailed Regulations of the Postal Union Convention. This Advice of Delivery form shall be prepared by the Office of origin or by any other offices appointed by the Post Office of the country of origin and shall be attached to the Despatch Note of the parcel to which it relates. If it does not reach the office of destination, that office shall make out officially a new Advice of Delivery form.

3. The office of destination, after having duly filled up the form shall return it unenclosed and free of postage to the address of the sender of the parcel.

4. When the sender makes enquiry concerning an Advice of Delivery which has not been returned to him after a reasonable interval, action shall be taken in accordance with the rules laid down in Article 10 following. In that case a second fee shall not be charged, and the office of origin shall enter at the top of the form the words "Duplicata de l'avis de réception".

Article 10.

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 or any other office appointed by the Post Office of the country of origin shall fill up an Advice of Delivery form and shall attach it to a form of enquiry to which postage stamps representing the fee prescribed by the Postal Union Convention have been affixed.

The form of enquiry accompanied by the Advice of Delivery form shall be treated according to the provisions of Article 21 below, with the single exception that, in case of the due delivery of the parcel, the Office of destination shall withdraw the form of enquiry and shall return the Advice of Delivery form, in the manner prescribed in paragraph 3 of the preceding Article.

Article 11.

INDICATION OF INSURED VALUE.

Every insured parcel 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 erasures or corrections even if certified. The indication on the parcel shall be both in words and in figures. The amount of the insured value shall be converted into gold francs by the Post Office of the country of origin. The result of the conversion shall be indicated distinctly by new figures, placed beside or below those representing the amount of the insured value in the currency of the country of origin.

Article 12.

INSURANCE LABELS, ETC.

Every insured parcel and its Despatch Note as well posted in Malaya shall bear a small red label with the indication "Insured" or "Valeur déclarée" in Roman characters. Insured parcels and the relative Despatch Notes posted in Germany shall bear labels with the letter "V", the name of the office of origin and the serial number in red colour.

When a parcel contains coin, bullion or other precious objects, the wax or other seals, the labels of whatever kind and any postage stamps affixed to it shall be so spaced that they cannot conceal injuries to the cover. Moreover, the labels and postage stamps, if any, shall not be folded over two sides of the cover so as to hide the edge. The address shall be written on the cover of an insured parcel, and not merely on a label, which may become detached.

Article 13.

SEALING OF INSURED PARCELS.

Every insured parcel shall be sealed by means of wax or by lead or other seals, with some special uniform design or 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.

Article 14.

INDICATION OF WEIGHT OF INSURED PARCELS.

The exact weight in grammes of each insured parcel shall be entered by the Post Office of origin :

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

Article 15.

SERIAL NUMBER AND OFFICE OF ORIGIN.

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 16.

DATE-STAMP IMPRESSION.

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

Article 17.

EXPRESS PARCELS.

Every express parcel and the relative Despatch Note as well shall be provided near to the address with a printed label of a deep red colour bearing in bold type the word " Express (Eilbote) " or " Exprès ".

Article 18.

RE-TRANSMISSION.

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

When a Post Office returns such a parcel to the country from which it has been 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 which it has to defray, the re-transmitting Post Office shall allow to the Post Office to which it forwards the parcel the credits due for onward conveyance ; it shall then recover the amount of the deficiency by claiming it from the Office of exchange from which the missent parcel was directly received. The reason for this claim shall be notified to the latter by means of a Verification Note.

2. When a parcel has been wrongly allowed to be despatched in consequence of an error attributable to the postal service and has, for this reason, to be returned to the country of origin, the Post Office which sends the parcel back shall allow to the Post Office from which it was received the sums credited in respect of it.

3. The charges on a parcel redirected, in consequence of the removal of the addressee or of an error on the part of the sender, to a country with which Malaya or Germany has parcel post communication shall be claimed from the Post Office to which the parcel is forwarded, unless the charge for conveyance is paid at the time of redirection, in which case the parcel shall be dealt with as if it had been addressed directly from the re-transmitting country to the new country of destination.

4. A parcel which is redirected shall be re-transmitted 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 be entered both on the parcel and on the Despatch Note.

Article 19.

RETURN OF UNDELIVERABLE PARCELS.

1. If the sender of an undeliverable parcel has made a request not provided for by Article 17, Section I, of the Agreement, the Post Office 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 Post Office 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 20.

SALE. DESTRUCTION.

1. When a parcel has been sold or destroyed in accordance with the provisions of Article 19 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 Post Office of the country of origin for payment to the sender, on whom the cost of forwarding it shall fall.

Article 21.

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. Such forms

shall be forwarded to the offices appointed by the two Post Offices to deal with them and they shall be dealt with in the manner mutually arranged between the two Post Offices.

Article 22.

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, Customs Declarations, Advices of Delivery, 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 23.

CHECK BY OFFICES OF EXCHANGE. NOTIFICATION OF IRREGULARITIES.

1. On the receipt of a mail, whether of parcels or of empty bags, 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 according to the provisions of the Detailed Regulations of the Parcel Post Agreement of the Universal Postal Union.

2. Errors in the credits allowed in respect of transit parcels shall be notified to the despatching Office of Exchange by Verification Note. The adjustment of other errors in credits and accounting shall be arranged in connexion with the preparation of the quarterly statements specified in Article 24 below.

Article 24.

ACCOUNTING FOR CREDITS.

1. Each Post Office shall prepare quarterly for all the Parcel Mails despatched during the quarter by each of the Offices of Exchange of the other Post Office a statement of the total amounts entered on the Parcel Bills, whether to its credit or to its debit.

2. These statements shall afterwards be summarized by the same Post Office in an account, which, accompanied by the quarterly statements, shall be forwarded to the corresponding Post Office in the course of the quarter following the quarter to which it relates.

3. The quarterly statements and accounts shall be checked and accepted by the corresponding Post Office by reference to the copies of the Parcel Bills which it retains and shall be summarized in a half-yearly general account prepared by the Post Office to which the balance is due.

Article 25.

SETTLEMENT OF ACCOUNTS.

1. Payment of the balance of the Account shall be made by the debtor to the creditor Post Office in the manner prescribed by the Convention of the Postal Union for the liquidation of the balances of Transit Accounts.

2. The preparation and transmission of a general account and the payment of the balance of that account shall be effected as early as possible and, at the latest, within a period of six months from the end of the period to which the account relates. From the date of expiration of this term the sum due shall bear interest at the rate of 5 % per annum.

Article 26.

COMMUNICATIONS AND NOTIFICATIONS.

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

Article 27.

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 Post Offices concerned shall, however, have the power by mutual consent to modify the details from time to time.

Done in duplicate at Kuala Lumpur the 17th day of December, 1936, and at Berlin the 11th day of July, 1936.

*Director General of Posts and Telegraphs
Malaya :*
(*Sd.*) T. P. COE.

Deutscher Reichspostminister :
(*Sd.*) Frhr. v. ELTZ.