

N° 4225.

**ÉTATS-UNIS D'AMÉRIQUE
ET ROUMANIE**

**Arrangement entre l'Administration
des postes des États-Unis d'Amé-
rique et l'Administration des postes
de Roumanie concernant l'échange
des colis postaux, et règlement
d'exécution y annexé. Signés à
Bucarest, le 12 mars 1937, et à
Washington, le 10 août 1937.**

**UNITED STATES OF AMERICA
AND ROUMANIA**

**Agreement between the United States
Post Office Department and the
Roumanian Postal Administration
concerning the Exchange of Parcel
Post, and Regulations of Execu-
tion annexed thereto. Signed at
Bucharest, March 12th, 1937, and
at Washington, August 10th, 1937.**

No. 4225. — AGREEMENT¹ BETWEEN THE UNITED STATES POST OFFICE DEPARTMENT AND THE ROUMANIAN POSTAL ADMINISTRATION CONCERNING THE EXCHANGE OF PARCEL POST. SIGNED AT BUCHAREST, MARCH 12TH, 1937, AND AT WASHINGTON, AUGUST 10TH, 1937.

English and French official texts communicated by the Envoy Extraordinary and Minister Plenipotentiary of the United States of America at Berne. The registration of this Agreement took place December 6th, 1937.

The undersigned, provided with full powers by their respective Governments, have, by common consent and subject to ratification by the competent superior authorities, drawn up the following Agreement :

Article 1.

OBJECT OF THE AGREEMENT.

1. Between the United States of America (including Alaska, Puerto Rico, the Virgin Islands, Guam, Samoa, and Hawaii) on one hand, and Rumania on the other hand, there may be exchanged, under the denomination of parcel post, parcels up to the weight limit of 22 pounds (10 kilograms), and the following maximum dimensions :

Greatest length 4 feet (120 centimeters) on condition that parcels over 42 inches (105 centimeters) but not over 44 inches (110 centimeters) long do not exceed 24 inches (60 centimeters) in girth ; that parcels over 44 inches (110 centimeters) but not over 46 inches (115 centimeters) long do not exceed 20 inches (50 centimeters) in girth ; that parcels over 46 inches (115 centimeters) but not over 4 feet (120 centimeters) long do not exceed 16 inches (40 centimeters) in girth ; and that parcels up to 3 ½ feet (105 centimeters) in length do not exceed 6 feet (180 centimeters) in length and girth combined.

2. The viewpoint of the dispatching office in regard to the exact calculation of the weight and dimensions must be considered as prevailing, except in case of obvious error.

Article 2.

LIBERTY OF TRANSIT.

1. Each Administration guarantees liberty of transit over its territory, in relations with countries with which it maintains an exchange of parcels, for every parcel originating in or destined for the other contracting Administration.

2. The Administrations notify each other as to the countries of destination for which they accept parcels in transit.

3. To be accepted in transit, parcels must be in conformity with the provisions of the intermediate country.

¹ Came into force September 1st, 1937.

Article 3.

POSTAGE AND OTHER CHARGES.

1. The Administration of the country of origin is authorized to collect from the sender of each parcel, in accordance with the provisions in force in its service, the postage charges and insurance fees, as well as the fees for return receipts and inquiries.

2. The charges and fees provided for in Section 1 must be paid in advance, save in case of reforwarding or return of parcels.

3. No fee or postage charge other than those provided for by the present Agreement or its Regulations of Execution may be collected.

Article 4.

PREPARATION OF PARCELS.

Every parcel shall be packed in a manner adequate for the length of the journey and the protection of the contents as set forth in the Regulations of Execution.

Article 5.

PROHIBITIONS.

1. It is forbidden to inclose in parcels :

(a) Communications or notes having the character of letters. It is permissible, however, to enclose in the parcel the open invoice reduced to its essential features, as well as a simple copy of the address of the parcel with mention of the address of the sender ;

(b) An article bearing an address other than that of the addressee of the parcel ;

(c) Live animals except leeches ;

(d) Articles whose admission is forbidden by the Customs or other laws or regulations of either country ;

(e) Explosive or inflammable articles, and, in general, all articles whose transportation is dangerous, including articles which from their nature or packing may be a source of danger to postal employees, or may soil or damage other parcels ;

(f) Obscene or immoral articles ;

(g) 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.

2. If parcels coming under one of these prohibitions have been wrongly accepted for mailing, the Administration detecting them treats them in accordance with its domestic laws and regulations.

Explosive or inflammable articles, as well as documents, pictures or other articles injurious to public morals, may be destroyed on the spot by the Administration which has found them in the mails.

The fact that a parcel contains a letter or a communication having the nature of a letter may not in any case entail the return of the parcel to the sender. The letter is, however, marked for the collection of postage due from the addressee at the regular rate.

3. The two Administrations advise each other, by means of the List of Prohibited Articles published by the International Bureau of the Universal Postal Union, of all prohibited articles. However, they do not assume, on that account, any responsibility toward the Customs or police authorities or the sender.

Article 6.

INSURANCE.

Parcels may be insured up to the amount of 500 gold francs or its equivalent in the currency of the country of origin. However, the Chiefs of the Postal Administrations of the two contracting countries may, by mutual consent, increase or decrease this maximum amount of insurance.

A parcel cannot give rise to the payment of an indemnity higher than the actual value of its contents, but it is permissible to insure it for only part of that value.

Article 7.

RESPONSIBILITY. INDEMNITY.

1. The Postal Administrations of the two contracting countries will not be responsible for the loss, abstraction or damage of an ordinary parcel ; but either Administration is at liberty to pay indemnity for the loss, abstraction or damage which may occur in its service, without recourse to the other Administration.

Except in the cases mentioned in the Section following, the Administrations are responsible for the loss of insured parcels mailed in one of the two contracting countries for delivery in the other and for the loss, abstraction of or damage to their contents, or a part thereof. The sender, or other rightful claimant, is entitled on this account to an indemnity corresponding to the actual amount of the loss, abstraction or damage. The amount of indemnity is calculated on the basis of the actual value (current price, or, in the absence of current price, the ordinary estimated value) at the place where and the time when the parcel was accepted for mailing, provided in any case that the indemnity may not be greater than the amount for which the parcel was insured, and on which the insurance fee has been collected or the maximum amount of \$100 (500 gold francs).

In the case where indemnity is payable for the loss of a parcel or for the destruction or abstraction of the whole of the contents thereof, the sender is entitled to the return of the postal charges, if claimed. However, the insurance fees are not in any case returned.

In the absence of special agreement to the contrary between the countries involved, no indemnity will be paid by either country for the loss of transit insured parcels originating in a country not participating in this Agreement and destined for one of the two contracting countries.

When an insured parcel originating in one country and destined to be delivered in the other country is reforwarded from there to a third country or is returned to a third country, at the request of the sender or of the addressee, the party entitled to the indemnity in case of loss, rifling or damage occurring subsequent to the reforwarding or return of the parcel by the original country of destination, can lay claim, in such a case, only to the indemnity which the country where the loss, rifling or damage occurred consents to pay, or which that country is obligated to pay in accordance with the agreement made between the countries directly interested in the reforwarding or return. Either of the two countries signing the present Agreement which wrongly forwards an insured parcel to a third country is responsible to the sender to the same extent as the country of origin, that is, within the limits of the present Agreement.

2. The Administrations are relieved of all responsibility :

(a) In case of parcels of which the addressee has accepted delivery without reservation.

(b) In case of loss or damage through *force majeure* (causes beyond control) although either Administration may at its option and without recourse to the other Administration pay indemnity for loss or damage due to *force majeure* even in cases where the Administration of the country in the service of which the loss or damage occurred recognizes that the damage was due to *force majeure*.

(c) When they are unable to account for parcels in consequence of the destruction of official documents through *force majeure*.

(*d*) When the damage has been caused by the fault or negligence of the sender or the addressee or the representative of either, or when it is due to the nature of the article.

(*e*) For parcels which contain prohibited articles.

(*f*) In case the sender of an insured parcel, with intent to defraud, shall declare the contents to be above their real value ; this rule, however, shall not prejudice any legal proceedings necessitated by the legislation of the country of origin.

(*g*) For parcels seized by the Customs because of false declaration of contents.

(*h*) When no inquiry or application for indemnity has been made by claimant or his representative within a year commencing with the day following the posting of the insured parcel.

(*i*) For parcels which contain matter of no intrinsic value or perishable matter 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, rifling or damage may pay indemnity in respect of such parcels without recourse to the other Administration.

3. No indemnity is paid for indirect damages or loss of profits resulting from the loss, rifling, damage, non-delivery, mis-delivery or delay of an insured parcel dispatched in accordance with the conditions of the present Agreement.

4. The payment of compensation for an insured parcel shall be made to the rightful claimant as soon as possible and at the latest within a period of one year counting from the day following that on which the application is made.

However, the paying Postal Administration may 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.

5. Except in cases where payment is exceptionally deferred as provided in the second paragraph of the foregoing Section, the Postal Administration which undertakes the payment of compensation is authorized to pay indemnity on behalf of the Office, which, after being duly informed of the application for indemnity, has let nine months pass without settling the matter.

6. The obligation of paying the indemnity shall rest with the Postal Administration to which the mailing office is subordinate, provided that in cases where the indemnity is paid to the addressee in accordance with the second paragraph of Section I, it shall rest with the Postal Administration of destination.

The paying Administration retains the right to make a claim against the Administration responsible.

By the fact of the payment of the indemnity, and up to the amount of such indemnity, the responsible Administration is subrogated to the rights of the person who has received the indemnity for all eventual recourse against either the addressee, the sender or third parties.

However, if parcels considered as lost are subsequently found again, in whole or in part, the person to whom the indemnity has been paid will be informed that he may regain possession of the recovered article by repaying the amount of the indemnity which has been paid to him.

7. Until the contrary is proved, responsibility for an insured parcel rests with the Administration which, having received the parcel without making any reservations, and being put in possession of all the regulation means of investigation, cannot establish the disposition of the parcel.

8. When the loss, rifling or damage of an insured parcel is detected upon opening the receptacle at the receiving exchange office and has been regularly pointed out to the dispatching exchange office, the responsibility falls on the Administration to which the latter office belongs, unless it be proved that the irregularity occurred on the territory of the receiving Administration.

9. If the loss, rifling or damage has taken place in the course of transportation, without its being possible to establish on the territory or in the service of which country the act took place, the Offices involved bear the loss in equal shares.

10. The country responsible for the loss, rifling or damage, and on whose account the payment is effected, is bound to repay the amount of the indemnity to the country which has effected the payment. This reimbursement must take place without delay, and at the latest within the period of 9 months after notification of payment.

11. These repayments to the creditor country must be made without expense for that Office, by money order or draft, in money valid in the creditor country or in any other way to be agreed upon mutually by correspondence.

12. The reimbursement of the indemnities must be effected on the basis of gold money.

13. Barring contrary agreement between the countries concerned, which agreement may be made by correspondence, no indemnity will be paid for the loss, rifling or damage of an insured parcel in transit, i. e., for insured parcels originating in one of the two contracting countries and destined for countries not participating in the present Agreement, or for parcels originating in a country not participating in this Agreement and destined for one of the two contracting countries.

14. The sender is responsible for defects in the packing and insufficiency in the closing and the seals of insured parcels. Moreover, the two Administrations are released from all responsibility in case of loss, rifling or damage caused by defects not noticed at the time of mailing.

Article 8.

CERTIFICATE OF MAILING. RECEIPTS.

On request, the sender of an ordinary parcel may obtain a certificate at the time of mailing the parcel. Each country has the right to collect a reasonable fee therefor.

The sender of an insured parcel receives without charge at the time of posting a receipt for his parcel.

Article 9.

RETURN RECEIPTS AND INQUIRIES.

1. The sender of an insured parcel may obtain a return receipt upon payment of the fee provided for in the country of origin, and under the conditions laid down in the Regulations.

2. A charge, which the Administration of origin fixes at its convenience, may be collected for every inquiry presented after mailing an ordinary or insured parcel, unless the sender has already paid the special fee for a return receipt.

The country of origin also has the option of collecting a fee when it is a question of correcting an irregularity which is not the fault of the postal service.

Article 10.

RECALL AND CHANGE OF ADDRESS.

So long as a parcel has not been delivered to the addressee, the sender may recall it or cause its address to be changed. The Postal Administration of the country of origin may collect and retain, for this service, the charge fixed by its regulations. The requests for recall or change of address of parcels to be delivered in the United States of America shall be addressed to the Central Administration at Washington; those relating to parcels for delivery in Rumania shall be addressed to the Central Administration at București.

Article II.

CUSTOMS DUTIES.

1. The parcels are subject to all Customs laws and regulations in force in the country of destination. The duties collectible on that account are collected from the addressee on delivery of the parcel, in accordance with the Customs regulations.

2. The Administrations may come to a special agreement, by way of correspondence, for the exchange of parcels with prepayment bulletins.

Article 12.

CANCELLATION OF CUSTOMS DUTIES.

If the formalities required by the Customs authorities have been fulfilled, the Customs duties properly so called are canceled, both in Rumania and the United States of America, on parcels returned to origin or reforwarded to a third country.

Article 13.

CUSTOMS CLEARANCE, DELIVERY AND STORAGE CHARGES.

1. The Administration of the country of destination may collect from the addressee, for the fulfillment of Customs formalities and delivery at his residence, a charge not exceeding 100 gold centimes per parcel, as well as a supplementary charge of 50 gold centimes per parcel for each new presentation when the first presentation has been unsuccessful.

2. Each Administration is authorized to collect a suitable storage charge for parcels addressed " *Poste Restante* " or which are not withdrawn within the period which it has fixed. This charge may not, however, exceed 5 gold francs per parcel.

Article 14.

MISSENT PARCELS.

Ordinary parcels when missent are reforwarded to their correct destination by the most direct route at the disposal of the reforwarding Administration. They must not be charged with Customs or other charges by that Administration. Insured parcels, when missent, may not be reforwarded to their destination except as such. If this is impossible, they are returned to origin.

When the reforwarding involves the return of the parcel to the office of origin, the retransmitting Administration refunds to that office the credits received and reports the error by a Bulletin of Verification.

When the reforwarding involves the dispatch of a parcel to a third country and if the amount credited to the retransmitting Administration is insufficient to cover the expenses of retransmission which it has to defray, the retransmitting Administration allows to the Administration to which it forwards the parcel the credits due it ; it then recovers 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 is notified to the latter by means of a Bulletin of Verification.

Article 15.

FORWARDING.

1. A parcel may be redirected in consequence of the addressee's change of address in the country of destination, at the request of either the sender or the addressee.

The reforwarding of a parcel within one of the contracting countries gives rise to the collection of the supplementary charges provided for by the Administration of that country. The same is true, if occasion arises, in regard to the delivery of such parcel, to another person at the original place of destination. These charges shall not be cancelled even in case the parcel is returned to origin or reforwarded to another country.

2. If a parcel must be reforwarded to one of the two countries signatory to the present Agreement, it is liable to new postage charges, and, if occasion arises, new insurance fees, unless such charges and fees have been paid in advance. The new fees are collected from the addressee by the Administration effecting the delivery. Insured parcels must be reforwarded as such.

3. At the request of the sender or addressee, parcels may also be reforwarded or returned to another country. Insured parcels may not, however, be reforwarded or returned except as such. The senders may mark the parcels: "Do not forward to a third country". In that case the parcels must not be reforwarded to any other country. In case of loss, rifling or damage of an insured parcel reforwarded to another country, or returned by that country, the indemnity is decided upon exclusively in accordance with the provisions of Article 7, Section 1, 5th paragraph.

Article 16.

NON-DELIVERY.

1. Undeliverable parcels returned to the sender are liable to new postage charges as well as insurance fees if necessary, and are returned as parcels of the same class in which they were received. The charges are collectible from the sender, and are collected by the Administration delivering the parcels to him.

2. At the time of mailing, the sender may request, in the event of non-delivery:

- (a) That the parcel be returned to him immediately;
- (b) That it be considered as abandoned; or
- (c) That it be delivered to another person in the country of destination.

If the sender makes use of this option, he must mark the parcel and the dispatch note with one of the following notes:

- "In case of non-delivery, the parcel should be returned immediately";
- "In case of non-delivery, the parcel should be considered as abandoned";
- "In case of non-delivery, the parcel should be delivered to".

No note other than those provided for above is permitted.

3. Barring contrary instructions, undeliverable parcels are returned to origin, without previous notification, 30 days after their arrival at the office of destination. Parcels which the addressee refuses to accept shall be returned immediately. In all cases, the reasons for non-delivery must be indicated on the parcel.

4. Parcels liable to deterioration or corruption may be sold immediately, even enroute on the outward or return voyage, without previous notice and without judicial formality, for the profit of the rightful party.

If, for any reason, sale is impossible, the deteriorated or corrupted articles are destroyed. The sale or destruction gives rise to the making of a report which is sent to the Administration of origin.

5. Undeliverable parcels which the sender has abandoned may, at the expiration of a 30-day period, be sold for the profit of the Administration of the country of destination. However, in the case of an insured parcel, a report is made up, which must be sent to the Administration of the country of origin. Likewise, the Administration of the country of origin must be advised when an insured parcel which is undeliverable is not returned to origin.

6. The provisions of Article 17, Section 3, shall be applied to a parcel which is returned in consequence of non-delivery.

Article 17.

CHARGES.

1. For each parcel exchanged between the contracting countries, the dispatching Office credits to the Office of destination the quotas due to the latter, and indicated in the Regulations of Execution.

2. The sums to be paid for a parcel in transit, that is, destined either for a possession or for a third country, are likewise indicated in the Regulations of Execution.

3. In case of reforwarding or return to origin of a parcel, if new postage and new insurance fees (in the case of insured parcels) are collected by the redispaching Office, the parcel is treated as if it had originated in that country. Otherwise, the redispaching Office recovers from the other Office the quota due to it, namely, as the case may be :

- (a) The charges prescribed by Section 1 above ;
- (b) The charges for reforwarding or return ;
- (c) The Customs clearance, delivery and storage charges provided for by Article 13 ;
- (d) The non-postal charges whose cancellation cannot be obtained.

In case of reforwarding or return to a third country, the accrued charges, that is, such of the charges mentioned in (a), (b), (c) and (d) above as are applicable, shall follow the parcel, but in the case that the third country concerned refuses to assume the charges because they cannot be collected from the addressee or sender, as the case may be, or for any other reason, they shall be charged back to the country of origin.

In the case of a parcel returned or forwarded in transit through one of the two Administrations to or from the other, the intermediary Administration may claim also the sum due to it for any additional territorial or sea service provided, together with any amounts due to any other Administration or Administrations concerned.

Article 18.

AIR PARCELS.

The Chiefs of the Postal Administrations of the two contracting countries have the right to fix by mutual consent the air surtax and other conditions in the case where the parcels are conveyed by the air routes.

Article 19.

SUSPENSION OF SERVICE.

In extraordinary circumstances such as will justify the measure, either Administration may suspend, totally or partially, the service of ordinary and/or insured parcels or restrict it to certain offices, on condition of giving immediate notice, if necessary by telegraph, to the other Administration.

Article 20.

MATTERS NOT PROVIDED FOR IN THE PRESENT AGREEMENT.

1. Unless they are provided for in the present Agreement, all questions concerning requests for recall or return of parcels and the obtaining and disposition of return receipts and settlement of indemnity claims in connection with insured parcels shall be treated in accordance with the provisions of the Universal Postal Convention and its Regulations of Execution, insofar as they are applicable and are not contrary to the foregoing provisions. If the case is not provided for at

all, the domestic legislation of the United States of America or of Rumania, or the decisions made by one country or the other, are applicable in the respective country.

2. The details relative to the application of the present Agreement will be fixed by the two Administrations in Regulations of Execution, the provisions of which may be modified or completed by common consent by way of correspondence. A similar agreement through correspondence may be made with a view to the exchange of parcels with trade charges (C. O. D. parcels).

3. The two Administrations notify each other mutually of their laws, ordinances and tariffs concerning the exchange of parcel post, as well as of all modifications in rates which may be subsequently made.

Article 21.

DURATION OF THE AGREEMENT.

1. The present Agreement will enter into force after having been ratified by the Contracting Parties.

However, it is permissible for the two Administrations to apply it provisionally from January 1st, 1936.

2. It shall remain in effect as long as it has not been terminated six months in advance by one or the other of the two Administrations.

Done in duplicate and signed at Washington, the tenth day of August 1937 and at București, the twelfth day of March, 1937.

(Seal) JAMES A. FARLEY,

*The Postmaster General of the United States of America,
Washington, D. C.*

REGULATIONS OF EXECUTION

FOR THE AGREEMENT CONCERNING THE EXCHANGE OF PARCEL POST CONCLUDED BETWEEN
RUMANIA AND THE UNITED STATES OF AMERICA.

Article 1.

PREPARATION OF PARCELS.

1. The name and address of the sender and of the addressee must be written, legibly and correctly, if possible on the parcel itself, or on a label affixed securely to the parcel.

It is recommended that a duplicate of the address be inserted in every parcel, especially when the use of a tag is rendered necessary by the packing or form of the parcel.

Parcels on which the name of the sender or of the addressee is indicated merely by initials are not admitted unless the initials are the adopted trade name of the sender, or addressee, which is generally understood.

Addresses in pencil are not admitted. However, addresses written in indelible pencil on a previously dampened surface are accepted.

2. Each parcel must be packed in such a manner that the contents are protected over the whole route, and in such a way as to prevent the contents from damaging other parcels or objects or injuring postal agents. The packing must protect the contents sufficiently that, in case of rifling, the traces thereof may be easily discovered.

Insured parcels must be sealed with wax or lead or by some equivalent means. For ordinary parcels, careful tying is sufficient as a mode of closing, but they may also be sealed.

As a protective measure, either Administration may require that a special imprint or mark of the sender appear on the wax or lead seals closing insured parcels.

The Customs Administration of the country of destination is authorized to open the parcels. To that end, the seals or any other fastenings may be broken. Parcels opened by the Customs must be refastened and also officially sealed, if the sender has sealed them.

3. For insured parcels, the amount of insured value must appear on the parcel in the currency of the country of origin and in Roman letters. This amount must be converted into gold francs by the sender or by the office of origin, and the result of the conversion is added below the original indication. The amount of the insured value must also be indicated on the dispatch note.

4. Each insured parcel must bear on the address side an insurance number and the notation "Insured" or "Valeur déclarée". The same insurance number and notation must also be shown on the dispatch note.

5. The labels or postage stamps affixed to insured parcels must be spaced so that they cannot serve to conceal injuries to the packing. Neither must they be folded over two faces of the wrapping so as to cover the edge.

6. Liquids and easily liquefiable substances must be sent in a double receptacle. Between the first (bottle, flask, box, etc.) and the second (box of metal, strong wood, or strong carton of fiberboard, or receptacle of equal strength), there must be left a space to be filled with sawdust, bran or other absorbent material, in sufficient quantity to absorb all the liquid in case that the receptacle is broken.

7. Powders and dyes in powder form must be packed in strong boxes of tin or other metal, which, after soldering, must be placed in turn in substantial outer covers in such a way as to avoid all damage to other articles.

Article 2.

CUSTOMS DECLARATIONS AND DISPATCH NOTES.

1. The sender shall prepare one Customs declaration and one dispatch note for each parcel sent to the United States of America, and two Customs declarations and one dispatch note for each parcel sent to Rumania, upon special forms provided for the purpose by the country of origin.

The Customs declaration shall give a general description of the parcel, an accurate statement in detail of its contents and value, date of mailing, actual weight, the sender's name and address and the name and address of the addressee, and shall be securely attached to the parcel.

The dispatch note shall show the office of mailing, the name and address of the sender, the number of Customs declarations, the weight of the parcel, the postage paid, the name and address of the addressee, and the office of destination and shall be securely attached to the parcel.

However, as an exception to the foregoing, when more than one uninsured parcel is mailed simultaneously by the same sender to the same addressee at the same address, the sender need prepare only one Customs declaration and one dispatch note for each lot of not more than three parcels sent from Rumania, and two Customs declarations and one dispatch note in the case of each lot of not more than three parcels sent from the United States of America, which Customs declarations and dispatch notes shall show, in addition to the particulars set forth in the preceding two paragraphs, the total number of parcels comprising the shipment, and shall be securely attached to one of the parcels. In such case, each parcel in a group must be numbered 1, 2 or 3, as identification numbers, and when more than 3 parcels are sent at the same time each group is indicated by a letter (a, b, c, etc.); for example, when there are 2 groups of 3 parcels each, the parcels shall be marked "a-1", "a-2" and "a-3" and "b-1", "b-2" and "b-3".

2. The Administrations accept no responsibility for the correctness of the Customs declarations or dispatch notes.

Article 3.

RETURN RECEIPTS.

1. As to a parcel for which a return receipt is asked, the office of origin places on the parcel the letters or words "A. R." or "Avis de Réception". The office of origin or any other office appointed by the dispatching Administration shall fill out a return receipt form and attach it to the parcel. If the form does not reach the office of destination, that office makes out a duplicate.

2. The office of destination, after having duly filled out the return receipt form, returns it free of postage to the address of the sender of the parcel.

3. When the sender applies for a return receipt after a parcel has been mailed, the office of origin duly fills out a return receipt form and attaches it to a form of inquiry which is entered with the details concerning the transmission of the parcel and then forwards it to the office of destination of the parcel. In the case of the due delivery of the parcel, the office of destination withdraws the inquiry form, and the return receipt is treated in the manner prescribed in the foregoing Section.

Article 4.

RECEPTACLES.

1. Each Administration provides itself with the necessary sacks for the exchange of its parcels. Each bag shall be marked to show the name of the office or country to which it belongs. The empty sacks must be returned to the country of origin by the next mail.

2. It is necessary to indicate in the parcel bill both the number of sacks used for the preparation of the dispatch and the number of empty sacks returned. With the aid of these indications, each Administration exercises a control over the return of the receptacles belonging to it. In case that this control shows that ten percent of the total number of sacks used during a year have not been returned, the value of the missing sacks must be repaid to the dispatching office.

Article 5.

EXCHANGE OF PARCELS.

1. The parcels are exchanged in sacks closed by means of wax or lead seals, between the offices designated by the Administrations. They are transmitted to the country of destination at the expense of the country of origin and in a manner convenient to the latter.

The weight of each sack must not exceed 40 kilograms.

2. Insured parcels shall be enclosed in separate sacks from those in which ordinary parcels are contained, and the labels of sacks containing insured parcels shall be marked with such distinctive symbols as may from time to time be agreed upon.

Article 6.

BILLING OF PARCELS.

1. Separate parcel bills must be prepared for the ordinary parcels on the one hand, and for the insured parcels on the other hand.

The parcel bills are prepared in duplicate. The original is sent in the regular mails, while the duplicate is inserted in one of the sacks. The sack containing the parcel bill is designated by the letter "F" traced in a conspicuous manner on the label.

2. The ordinary parcels included in each dispatch sent to Rumania are to be entered on the parcel bills in bulk, but by classes of parcels up to 1 kilogram, from 1 to 5 kilograms, and from 5 to 10 kilograms.

The ordinary parcels included in each dispatch sent to the United States of America are to be entered on the parcel bills to show the total number of parcels and the total net weight thereof.

3. Insured parcels shall be entered individually on the parcel bills to show the insurance number and the name of the office of origin.

In the case of insured parcels for Rumania, the parcel bills must also show the indication of the division of weight to which the parcel belongs.

In the case of insured parcels for the United States of America, the parcel bills must also show the total net weight of the parcels.

4. Parcels sent "à découvert" must be entered separately on the parcel bills.

5. Returned or redirected parcels must be entered individually on the parcel bills and be followed by the word "Returned" or "Redirected", as the case may be. A statement of the charges which may be due on these parcels should be shown in the "Observations" column.

6. The total number of sacks comprising each dispatch must also be shown on the parcel bills.

7. Each dispatching exchange office numbers the parcel bills in the upper left-hand corner in accordance with an annual series. The last number of the preceding year must be mentioned on the first bill of the following year.

8. The exact method of advising parcels or the receptacles containing them sent by one Administration in transit through 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 Administrations.

Article 7.

VERIFICATION BY THE EXCHANGE OFFICE.

1. Upon the receipt of a dispatch, the exchange office of destination proceeds to verify it. The entries in the parcel bill must be verified exactly. Each error or omission must be brought immediately to the knowledge of the dispatching exchange office by means of a bulletin of verification. A dispatch is considered as having been found in order in all regards when no bulletin of verification is made up.

If an error or irregularity is found upon receipt of a dispatch, all objects which may serve later on for investigations, or for examination of requests for indemnity, must be kept.

2. The dispatching exchange office to which a bulletin of verification is sent returns it after having examined it and entered thereon its observations, if any. That bulletin is then attached to the parcel bills of the parcels to which it relates. Corrections made on a parcel bill which are not justified by supporting papers are considered as devoid of value.

3. If necessary, the dispatching exchange office may also be advised by telegram, at the expense of the Office sending such telegram.

4. In case of shortage of a parcel bill, a duplicate is prepared, a copy of which is sent to the exchange office of origin of the dispatch.

5. The office of exchange which receives from a corresponding office a parcel which is damaged or insufficiently packed must redispach such parcel after repacking, if necessary, preserving the original packing as far as possible.

If the damage is such that the contents of the parcel may have been abstracted, the office must first officially open the parcel and verify its contents.

In either case, the weight of the parcel will be verified before and after repacking, and indicated on the wrapper of the parcel itself. That indication will be followed by the note "Remballé à (Repacked at)", and the signature of the agents who have effected such repacking.

Article 8.

PAYMENTS.

1. The terminal quotas to be credited by the dispatching Office to the Office of destination, by virtue of Article 17, Section 1, of the Agreement, are the following :

A. By Rumania to the United States of America :

70 gold centimes per kilogram, based on the bulk net weight of each dispatch.

This rate applies also to parcels for Alaska. The rate is reduced to 35 gold centimes per kilogram for parcels for Puerto Rico, the Virgin Islands, Guam, Samoa, and Hawaii.

B. By the United States of America to Rumania :

Rate per parcel :

Up to 1 kg.	85 gold cms.
From 1 up to 5 kg.	1.25 gold frs.
From 5 up to 10 kg.	2.25 gold frs.

In addition, in the case of insured parcels sent from either country to the other, there shall be paid a terminal insurance credit of 10 centimes gold per parcel.

2. The quotas to be credited for parcels dispatched by one Administration to the other for subsequent transmission to a possession or to a third country will be fixed by the intermediate Administration.

3. The terminal charges and transit rates above specified may be reduced or increased on three months' previous notice given by one country to the other. The reduction or increase shall hold good for at least one year.

Article 9.

ACCOUNTING.

1. At the end of each quarter, each Administration makes up an account on the basis of the parcel bills.

2. These accounts accompanied by the parcel bills, and, if any, copies of verification notes relating thereto, shall be submitted to the examination of the corresponding Administration in the course of the month following the quarter to which they relate.

3. The recapitulation, transmission, examination and acceptance of these accounts must not be delayed and the payment of the balance shall take place, at the latest, at the expiration of the following quarter.

4. The balance resulting from the adjustment of the accounts between the two Administrations is paid by a sight draft drawn on New York, or by some other means mutually agreed upon by correspondence. The expenses of payment are chargeable to the debtor Administration.

Article 10.

NOTIFICATIONS DIVERSES.

Les administrations se communiqueront mutuellement un résumé des dispositions de leurs lois ou règlements applicables aux colis échangés entre les deux pays contractants, ainsi que tous les autres détails nécessaires pour l'exécution de l'échange des colis.

Le présent règlement sera exécutoire à partir du jour de la mise en vigueur de l'arrangement concernant l'échange des colis postaux, et aura la même durée que cet arrangement.

Fait en double expédition et signé à Washington, le 10 août 1937, et à București, le 12 mars 1937.

*Le Directeur général des Postes, des
Télégraphes et des Téléphones, București,
Roumanie,*

(Seal) Mg. I. PITULESCU.

I hereby certify that this is a true and complete textual copy of the original Agreement between Rumania and the United States of America concerning the exchange of parcel post in all the languages in which the original was signed at București on March 12th, 1937, and at Washington on August 10th, 1937.

James A. FARLEY,
Postmaster General.

Article 10.

MISCELLANEOUS NOTIFICATIONS.

The Administrations shall communicate to each other a summary of the provisions of their laws or regulations applicable to the parcels exchanged between the two contracting countries, and other items necessary for carrying out the exchange of parcels.

These 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.

Done in duplicate and signed at Washington, the tenth day of August 1937 and at București, the twelfth day of March 1937.

(Seal) James A. FARLEY,

*The Postmaster General of the United States of America,
Washington, D. C.*

I hereby certify that this is a true and complete textual copy of the original Agreement between Rumania and the United States of America concerning the exchange of parcel post in all the languages in which the original was signed at București on March 12th, 1937, and at Washington on August 10th, 1937.

James A. FARLEY,
Postmaster General.
