

N° 1345.

**ÉTATS-UNIS D'AMÉRIQUE
ET ÉTAT LIBRE D'IRLANDE**

Convention concernant l'échange des
colis postaux. Signée à Dublin,
le 23 avril, et à Washington, le
10 mai 1926.

**UNITED STATES OF AMERICA
AND IRISH FREE STATE**

Convention concerning the Exchange
of Postal Parcels. Signed at Dublin,
April 23, and at Washington, May
10, 1926.

No. 1345. — PARCEL POST CONVENTION¹ BETWEEN THE IRISH FREE STATE AND THE UNITED STATES OF AMERICA. SIGNED AT DUBLIN, APRIL 23, AND AT WASHINGTON, MAY 10, 1926.

*Texte officiel anglais communiqué par le représentant de l'Etat libre d'Irlande à la Société des Nations.
L'enregistrement de cette convention a eu lieu le 30 octobre 1926.*

For the purpose of concluding arrangements for the exchange of parcel-post packages between THE UNITED STATES OF AMERICA (including ALASKA, HAWAII, PORTO RICO, GUAM, SAMOA, and THE VIRGIN ISLANDS OF THE UNITED STATES) and THE IRISH FREE STATE, the undersigned :

Harry S. NEW, Postmaster General of the United States of America, and

Seumas BREATHNACH, Minister for Posts and Telegraphs of the Irish Free State,

By virtue of authority vested in them, have agreed upon the following Articles :

I. LIMITS OF WEIGHT AND SIZE.

1. No parcel shall exceed eleven pounds in weight, three feet six inches in length, or six feet 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 cases of obvious error.

II. POSTAGE AND FEES.

1. The Administration of origin is entitled to collect from the sender of each parcel such postage and fees for request 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 Entrée en vigueur le 1^{er} mai 1926.

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. Parcels will not be accepted when sent by or addressed to initials, unless the initials are the adopted trade name of the senders or the 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 its contents and value, date of mailing, the sender's name and address, and the name and address of the addressee, and shall be securely attached to the parcel.

3. The Administrations 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 country may require a special impress or mark of the sender in the sealing of insured parcels mailed in its service, as a means of protection.

5. No insured parcel shall have written on it information as to the value of its contents, although this may be stated in the accompanying Customs declaration.

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.

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

(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 Administration to the other, the latter shall proceed in accordance with its laws and its inland regulations.

3. The two Postal Administrations 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.

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.

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 Administrations, 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 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.

VII. BILLING OF PARCELS.

1. The ordinary (uninsured) parcels included in each despatch shall be advised on a parcel bill by the simple entry of their total number.

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.

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 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 above, shall be settled by mutual agreement through correspondence between the two Administrations.

VIII. CERTIFICATES OF MAILING.

The sender will, on request at the time of mailing an ordinary (uninsured) parcel, receive a certificate of mailing from the post office where the parcel is mailed, on a form provided for the purpose, and each country may fix a reasonable fee therefor; but no certificate of mailing, other than the insurance receipt, will be furnished the sender of insured parcels.

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.

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 loss, rifling, or damage, indemnity shall be paid for the actual amount, based on the actual value at the time of mailing, of the loss, rifling, or damage, up to a sum not exceeding \$100 gold, when mailed in the United States of America, or the equivalent thereof, £20 sterling, when mailed in the Irish Free State.

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

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

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

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

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. 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. ".

XII. INDEMNITY.

1. Except in cases of loss or damage through *force majeure* (causes beyond control) as that term is defined by the legal decisions or rulings of the country in which the loss or damage occurs, when an insured parcel has been lost or damaged or all or part of its contents rifled, the sender, or other rightful claimant, shall be entitled to an indemnity corresponding to the actual amount, based on the actual value at the time of mailing, of the loss, rifling, or damage, 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 always that the indemnity does not exceed the sum for which the parcel was insured and for which the required insurance fee was paid in the country of origin.

The maximum limit of indemnity prescribed herein also applies to parcels lost in transit notwithstanding the fee paid in the country of origin may have provided for a greater amount of indemnity.

2. Neither Administration is bound to pay indemnity in case of loss or damage due to *force majeure* under any particular definition of that term unless the other Administration 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 or damages occurring through *force majeure* under any definition of that term.

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

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

5. 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 Administrations, or which do not conform to the stipulations of this Convention, 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.

6. The two Administrations may mutually agree also to reimburse the rightful claimant for the amount of postage or special charges borne by a lost insured parcel or one of which the entire contents have been lost or completely destroyed in the post, if claimed. The insurance fee is not in any case returned.

7. 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.

8. 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 Administration 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.

9. When an insured article has been lost, rifled, or damaged, the Administration 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 Administration of destination, if that Administration is responsible for the loss, rifling, or damage, and has been duly notified.

10. However, the Administration of origin may, in the cases 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.

11. 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.

12. 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 Administration on the territory or in the service of which the loss, rifling, or damage took place.

13. 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.

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

15. 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 crediting country, or by such other means as may be mutually agreed upon by correspondence.

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

17. Responsibility for loss, rifling, or damage of an insured parcel discovered 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 Administration 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 Administration.

18. 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.

XIII. TRANSIT PARCELS.

1. Each Administration 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 Administration.

2. Each Administration 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 Administrations through the service of the other Administration must comply with the conditions prescribed from time to time by the intermediary Administration.

XIV. CHECK BY OFFICE OF EXCHANGE.

1. On the receipt of a Parcel Mail, the receiving Office of Exchange shall check it. The insured parcels 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 a document drawing attention to the violation or damage must be forwarded with the parcels.

XV. FEES FOR DELIVERY AND FOR CUSTOMS FORMALITIES, DEMURRAGE CHARGES.

1. The Administration of the country of destination may collect from the addressees, for delivery and for the fulfilment of Customs formalities, a charge not exceeding 12 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 country may impose reasonable storage or demurrage charges in case the addressee fails to accept delivery of any parcel within such reasonable time as is prescribed by the country of destination. Any such charges shall be cancelled in the event of the return of the parcel to the country of origin.

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 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) may, if not prepaid, be collected upon delivery and retained by the country making the collection. The country making delivery shall fix the amount of such fees and postage when not prepaid.

3. Insured parcels shall not be reforwarded to any other country.

XVII. POSTAL CHARGES OTHER THAN THOSE PRESCRIBED NOT TO BE COLLECTED.

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

2. Each country shall retain to its own use the whole of the postage and fees and other charges which it collects under the provisions of this Convention.

XVIII. 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 country making the collection.

2. The sender of a parcel may request, at the time of mailing, that, if the 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 on 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 will 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.

The sum realized by the sale shall be used in the first place to defray the charges upon the parcel ; any balance which there may be shall be remitted to the Office of Origin to be paid to the sender, on whom the expense of forwarding it shall fall.

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 country 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 country of origin notified as to the disposition made of the parcels. 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.

XIX. 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, sent back to the country of origin, or redirected to another country shall be cancelled both in the Irish Free State and in the United States of America.

XX. RETRANSMISSION.

Missent parcels shall be forwarded (in the same kind of mail as received) to their destination by the most direct route at the disposal of the reforwarding Administration only if no charges are to be allowed to foreign Administrations in the parcel bills. They must not be marked with Customs or other charges by the reforwarding Administration. The Parties to the Convention may, however, arrange through correspondence for treatment exceptional to this clause in the case of parcels addressed to any particular countries.

XXI. RECEPTACLES.

Each Administration 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.

XXII. CHARGES.

1. For each parcel mailed in one country and addressed for delivery in the other, regardless of its weight and whether ordinary or insured, a payment of 30 cents shall be made by the despatching Administration to the receiving Administration.

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

3. On every parcel returned or redirected unpaid, by one of the two Administrations to the other, the Administration returning or reforwarding the parcel shall be entitled to claim a payment at the rates indicated in the first section of this Article together with any sum due on account of sea transportation.

In the case of a parcel returned, or redirected unpaid in transit through one of the two Administrations to 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.

XXIII. 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 despatches.

2. *Transit parcels.*

Each Administration shall also prepare quarterly an account showing the sums for parcels sent by the other Administration for onward transmission.

3. These accounts shall be submitted to the examination of the corresponding Administration 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 balances due on these accounts between the two Administrations 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 Administrations, the expense attendant on the payment being at the charge of the indebted Office.

XXIV. MATTERS NOT PROVIDED FOR IN THE CONVENTION.

1. All matters concerning the exchange, the obtaining and disposition of return receipts for insured parcels and the adjustment of indemnity claims in connection therewith, not covered by this Convention, shall be governed by the provisions of the Universal Postal Union Convention¹ and the Detailed Regulations for its Execution, in so far as they are applicable and not inconsistent with the provisions of this Convention, and then if no other arrangement has been made, the internal legislation, regulations, and rulings of the United States of America and the Irish Free State, according to the country involved, shall govern.

2. The Postmaster General of the United States of America and the Minister for Posts and Telegraphs of the Irish Free State 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 Convention 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 such services.

3. The Administrations 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.

XXV. DURATION OF CONVENTION.

1. This Convention shall take effect and operations thereunder shall begin on a date to be mutually settled between the Administrations of the two countries.

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

¹ Vol. XL, page 307, and Vol. L, page 172, of this Series.

Either Administration 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 a measure is given to the other Administration, such notice to be given by the most rapid means, if necessary.

3. Done in duplicate and signed at Dublin, the twenty-third day of April, one thousand nine hundred and twenty-six, and at Washington, the tenth day of May, one thousand nine hundred and twenty-six.

(Signed) Seamus BREATHNACH,
Minister for Posts and Telegraphs
of the Irish Free State.

Harry S. NEW,
Postmaster General
of the United States of America.

It is hereby certified that the enclosed copy of the above described Convention is true and complete in every respect.

(Signed) Secretary.
Department of Post and Telegraphs
of the Irish Free State.

Imprimé
pour la SOCIÉTÉ DES NATIONS
par les
IMPRIMERIES RÉUNIES S. A.
Lausanne (Suisse)

Printed for the
LEAGUE OF NATIONS
by
IMPRIMERIES RÉUNIES S. A.
Lausanne (Switzerland)