

N° 2524.

ÉTATS-UNIS D'AMÉRIQUE
ET GRANDE-BRETAGNE
ET IRLANDE DU NORD

Accord relatif aux colis postaux entre
les Etats-Unis d'Amérique et la
colonie et le protectorat de Sierra-
Leone. Signé à Freetown, le 27
février 1930, et à Washington, le
16 avril 1930.

UNITED STATES OF AMERICA
AND GREAT BRITAIN
AND NORTHERN IRELAND

Parcel Post Agreement between the
United States of America and
the Sierra Leone Colony and
Protectorate. Signed at Free-
town, February 27, 1930 and at
Washington, April 16, 1930.

No. 2524. — PARCEL POST AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE SIERRA LEONE COLONY AND PROTECTORATE. SIGNED AT FREETOWN, FEBRUARY 27, 1930, AND AT WASHINGTON, APRIL 16, 1930.

Texte officiel anglais communiqué par le secrétaire d'Etat aux Affaires étrangères de Sa Majesté en Grande-Bretagne. L'enregistrement de cet accord a eu lieu le 12 novembre 1930.

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 SIERRA LEONE COLONY AND PROTECTORATE, the undersigned Walter F. BROWN, Postmaster General of the United States of America, and Norman Stephen DAVIS, Postmaster General of the Sierra Leone Colony and Protectorate, by virtue of authority vested in them, have agreed upon the following articles :

I. LIMITS OF WEIGHT AND SIZE.

1. No parcel shall exceed twenty-two pounds (ten kilograms) in weight, three feet six inches (one hundred and five centimetres) in length, or six feet (one hundred and eighty centimetres) in length and girth combined.
2. As regards the exact calculation of the weight and dimensions of parcels, the view of the dispatching 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 requests for information as to the disposal of a parcel made after it has been posted, 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.

III. PREPARATION OF PARCELS.

1. The name and address of the sender and of the addressee must be legibly and correctly written in every case when possible on the parcel itself, or on a label gummed thereto, and, in the case of parcels addressed by tag only because of their shape or size, must also be written on a

separate slip which slip must be enclosed in the parcel, but such address slips should be enclosed in all parcels. Parcels will not be accepted when sent by or addressed to initials, unless the initials are the adopted trade name of the senders or addressees.

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

2. The sender shall prepare one customs declaration for each parcel sent from either country, upon a special form provided for the purpose, which customs declaration shall give a general description of the parcel, an accurate statement in detail of 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, but the country of destination shall have the right to open them (including the right to break the seals) in order to inspect the contents. Parcels which have been so opened shall be closed again and sealed parcels shall be officially resealed.

5. 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, strong wood, strong corrugated cardboard or strong fibre board or receptacle of equal strength) 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.

6. 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.

(d) Any article of which the admission is not authorized 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.

The parcels shall be exchanged, in sacks duly fastened and sealed, by the offices appointed by agreement between the two Administrations, and shall be dispatched to the country of destination by the country of origin at its cost and by such means as it provides.

VII. BILLING OF PARCELS.

1. The entries on the parcel bills shall show in respect to each parcel the serial number of the entry, the name of the office of origin, the name and address of the addressee, and the contents and value as shown on the customs declaration.

2. Two copies of each parcel bill shall be sent to the office of exchange of the country of destination.

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

4. Each dispatching 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 dispatch 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 in this Agreement, shall be settled by mutual agreement through correspondence between the two Administrations.

VIII. CERTIFICATES OF MAILING.

The sender may receive a certificate of mailing from the post office where the parcel is mailed, on a form provided for the purpose, in accordance with the laws and regulations of the Administration of origin.

IX. RESPONSIBILITY NOT ACCEPTED FOR ORDINARY PARCELS.

Neither the sender nor the addressee of any parcel shall be entitled to compensation for the loss of the parcel or for the abstraction of or damage to its contents.

X. 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.

XI. CHECK BY OFFICE OF EXCHANGE.

1. On receipt of a Parcel Mail, the receiving Office of Exchange shall check it. Any discrepancies or irregularities noted shall be immediately reported to the dispatching 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 which may be made.

3. If a parcel bill is missing a duplicate shall be made out and a copy sent to the dispatching Office of Exchange from which the dispatch was received.

XII. 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 ten 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 Administration 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 Administration of the country of destination. Any such charges shall be cancelled in the event of the return of the parcel to the country of origin.

XIII. RE-DIRECTION.

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

2. When a parcel is re-directed to either country, new postage may, if not prepaid, be collected upon delivery and retained by the Administration making the collection. The Administration making delivery shall fix the amount of such postage when not prepaid.

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

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

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

XV. 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 altered. The requests for return or change of address which must conform to the rules laid down by the domestic regulations of the contracting Administrations, are to be addressed to the central Administrations or to such post offices as may be mutually agreed upon by correspondence.

XVI. 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 may be collected from the sender and retained by the Administration 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 in the parcel or on a Dispatch 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 original destination in the United States of America and at the expiration of twenty-eight days from the date of receipt at the post office of original destination in the Sierra Leone Colony and Protectorate. Parcels held at the disposal of a second addressee in the Sierra Leone Colony and Protectorate may be held for an additional seven days. Refused parcels will be returned at once from both countries. Each returned parcel shall be marked to show the reason for non-delivery.

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

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

5. Undeliverable parcels which the sender has marked “ Abandon ” may be sold at auction at the expiration of thirty days in the United States of America, and at the expiration of twenty-eight days in the Sierra Leone Colony and Protectorate.

XVII. CUSTOMS CHARGES TO BE CANCELLED.

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

XVIII. RE-TRANSMISSION.

Missent parcels shall be forwarded to their destinations by the most direct route at the disposal of the reforwarding Administration, but must not be marked with the customs or charges by the reforwarding Administration.

XIX. RECEPTACLES.

Each Administration shall provide the bags necessary for the dispatch 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.

XX. CHARGES.

1. 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.

2. In the case of a parcel returned or re-directed in transit through one of the two Administrations to the other, the intermediate 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.

3. For every parcel mailed in one country and addressed for delivery in the other which weighs not exceeding 3 pounds a payment of one shilling (24 cents) shall be made by the dispatching Administration to the receiving Administration, for every parcel which weighs over 3 pounds and not over 7 pounds a payment of one shilling and six pence (36 cents) shall be made, for every parcel which weighs over 7 pounds and not over 11 pounds a payment of two shillings (48 cents) shall be made and for every parcel which weighs over 11 pounds and not over 22 pounds a payment of three shillings (72 cents) shall be made.

XXI. 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 to the parcels received in excess of those dispatched.

2. Transit parcels.

Each Administration shall also prepare quarterly an account showing the sums due 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 Administration.

XXII. MATTERS NOT PROVIDED FOR IN THE AGREEMENT.

1. The Postmaster General of the United States of America and the Postmaster General of the Sierra Leone Colony and Protectorate 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 services contemplated by this Agreement as well as to provide arrangement for the registration and insurance of parcel post packages and

for the exchange of parcels subject to collect-on-delivery charges should both countries at any time desire any one or all of these services.

2. 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.

XXIII. DURATION OF AGREEMENT.

1. This Agreement 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 Administrations has given notice to the other, six months in advance, of its intention to terminate it.

3. Done in duplicate and signed at Freetown the 27th day of February, 1930, and at Washington the 16th day of April, 1930.

(Signed) N. S. DAVIS,
*Postmaster-General of the Sierra Leone
Colony and Protectorate.*

(Signed) Walter F. BROWN,
*Postmaster-General of the United
States of America.*

The foregoing Parcel Post Agreement between the United States of America and the Sierra Leone Colony and Protectorate has been negotiated and concluded with my advice and consent, and is hereby approved and ratified.

In testimony whereof, I have caused the seal of the United States to be hereunto affixed.

[Seal]
By the President :
(Sgd.)

Acting Secretary of State,
Washington, April 23, 1930.

(Signed) Herbert Hoover.