

N° 3569.

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## INDOCHINE ET MALAISIE

Arrangement entre l'Office des Postes de l'Indochine et l'Office des Postes de la Malaisie, relatif à l'échange des mandats-poste. Signé à Kuala-Lumpur, le 25 août 1934, et à Hanoï, le 7 septembre 1934.

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## INDO-CHINA AND MALAYA

Agreement between the Post Office of Indo-China and the Post Office of Malaya for the Exchange of Money Orders. Signed at Kuala Lumpur, August 25th, 1934, and at Hanoi, September 7th, 1934.

No. 3569. — AGREEMENT<sup>1</sup> BETWEEN THE POST OFFICE OF INDO-CHINA AND THE POST OFFICE OF MALAYA FOR THE EXCHANGE OF MONEY ORDERS. SIGNED AT KUALA LUMPUR, AUGUST 25TH, 1934, AND AT HANOI, SEPTEMBER 7TH, 1934.

*English and French official texts communicated by His Majesty's Secretary of State for Foreign Affairs in Great Britain. The registration of this Agreement took place December 20th, 1934.*

*Article I.*

In this Agreement, the expression "Malaya" means the Colony of the Straits Settlements, the Federated Malay States of Perak, Selangor, Negri Sembilan and Pahang and any Malay State under British protection which may subsequently form part of the Malayan Postal Union.

*Article II.*

Between Malaya on the one hand and Indo-China including the territory of Kouangtchéouwan on the other hand there shall be a regular exchange of Money Orders.

*Article III.*

The Money Order Service between the contracting Post Offices shall be performed exclusively by the agency of Offices of Exchange. On the part of Malaya the Office of Exchange shall be the Central Accounts Office, Kuala Lumpur, and on the part of Indo-China those of Hanoi, Tourane and Saigon.

*Article IV.*

All Money Orders exchanged between Indo-China and Malaya shall be expressed in French francs. The Post Offices of Indo-China and Malaya shall have power to fix, from time to time, the rates of conversion applicable to Money Orders issued and paid in their respective territories.

*Article V.*

Each of the contracting Post Offices shall have the power to fix, in agreement with the other, the maximum amount for which it will issue a single Money Order. This maximum shall not exceed 1,000 French francs.

*Article VI.*

Each of the contracting Post Offices shall have the power to fix, from time to time, the rates of commission to be charged on Money Orders which it may issue, provided that it shall communicate to the other its tariff of charges or rates of commission established under the present Agreement. This commission shall belong to the issuing Post Office ; but the Post Office of Malaya shall allow

<sup>1</sup> Came into force October 1st, 1934.

to the Post Office of Indo-China one half of one per cent ( $\frac{1}{2}$  %) on the amount of Money Orders issued in Malaya and paid in Indo-China, and the Post Office of Indo-China shall make a similar allowance to the Post Office of Malaya for Money Orders issued in Indo-China and paid in Malaya.

*Article VII.*

In the payment of Money Orders to the public no account shall be taken of any fraction of a centime.

*Article VIII.*

Every applicant for a Money Order shall be required to furnish, if possible, the full surname and Christian or personal name (or at least the initial of one Christian or personal name) both of the remitter and of the payee, or the name of the firm or company who are the remitters or payees, and the address of the remitter and of the payee. If, however, a Christian or personal name or initial cannot be given, an Order may nevertheless be issued at the remitter's risk.

*Article IX.*

A Money Order which is missing, lost or destroyed may be replaced at the request of the remitter or the payee by means of an authority to pay, or duplicate Money Order, issued by the Post Office of origin after it has been ascertained from the Post Office of payment that the Order has not been paid, refunded or retransmitted.

Unless there is reason to believe that the original Order was lost in transmission through the post, the Post Office issuing the duplicate Order, or authority to pay, shall be entitled to charge the same fee as would be chargeable under its own internal arrangements.

A remitter may give instructions to stop payment of a Money Order.

*Article X.*

When it is desired that an error in the name of a payee shall be corrected, or that the amount of a Money Order shall be repaid to the remitter, application must be made by the remitter to the Chief Office of the country in which the Order was issued.

*Article XI.*

Repayment of a Money Order shall not, in any case, be made until it has been ascertained, through the relative Office of Exchange of the country in which such Order is payable, that the Order has not been paid, and that the relative Office of Exchange authorises the repayment.

*Article XII.*

A Money Order shall remain payable for six months after the expiration of the month of issue, and the amount of every Order not paid within that period shall be returned to the Post Office of the country of issue to be dealt with in accordance with the regulations of that country.

*Article XIII.*

The remitter of a Money Order may obtain an advice of payment of the Order by paying in advance, to the exclusive profit of the Post Office of the country of issue, a fixed charge equal to that which is made in that country for acknowledgments of receipt of registered correspondence.

The advice of payment shall be on a form in accordance with or analogous to the annexed specimen (Appendix A.).

The letters "AP" shall be boldly marked on the Money Order, and the name and address of the sender shall be clearly shown on the section of the Money Order marked "Coupon".

The advice of payment shall be prepared by the Paying Office, and shall be transmitted direct to the remitter either by the Office of Payment or by the Exchange Office of the country of payment.

The advice of payment of a " Through " Money Order (see Article XVI) shall be sent through the Offices of Exchange of the two countries, and any application for an advice of payment made subsequent to the issue of the Order shall be sent in the same manner.

*Article XIV.*

Money Orders sent from one country to the other shall be subject, as regards issue, to the rules in force in the country of origin and, as regards payment, to the rules in force in the country of destination.

*Article XV.*

The Money Order forms used shall be similar to those prescribed by Article 1 of the Detailed Regulations of the International Money Order Agreement<sup>1</sup> of London, 1929.

The Money Orders shall be forwarded by each available mail to the relative Offices of Exchange, enclosed in separate packets which shall be entered on the accompanying Letter Bill.

*Article XVI.*

If the Post Office of Indo-China desires to send Money Order remittances through the medium of the Post Office of Malaya to any other country with which the Post Office of Malaya transacts Money Order business, it shall be at liberty to do so, provided that the following conditions are fulfilled :

(a) The Post Office of Indo-China shall post the Money Orders drawn on the Post Office for which the Post Office of Malaya acts as intermediary in a special cover marked " Through Money Orders " to the Central Accounts Office, Kuala Lumpur. These " Through Orders " shall be expressed in French francs.

(b) No such Order shall exceed the maximum amount fixed by the country of destination for Money Orders issued in Malaya.

(c) The name and address of the payee of a " Through " Order, including the names of the town and country of payment, shall be given as fully as possible.

(d) The Post Office of Indo-China shall allow to the Post Office of Malaya the same percentage (see Article VI) on " Through " Orders as on Orders payable in Malaya, the Office of Exchange of Malaya crediting the Office of the country of payment with the same percentage for " Through " Orders as for Orders issued in Malaya and, for its intermediary services, deducting from the amount of each re-advised Order a special commission to be fixed by the Post Office of Malaya.

(e) When the amount of a " Through " Order is repaid to the remitter, the commission charged for the intermediary service shall not be refunded.

If the Post Office of Malaya desires to send Money Orders through the medium of the Post Office of Indo-China to any of the countries with which the Post Office of Indo-China transacts Money Order business, it shall be at liberty to do so under similar conditions to those stated in the foregoing paragraphs.

Through Orders from Malaya to a Post Office for which the Post Office of Indo-China acts as intermediary shall be enclosed in a special cover marked " Through Money Orders " and addressed to the Direction des Postes, des Télégraphes et des Téléphones de l'Indochine at Hanoi. These " Through Orders " shall be expressed in francs.

Each Post Office shall communicate to the other the names of the countries with which it transacts Money Order business, the limit of amount adopted for each, and the rates of commission deducted for its intermediary services.

<sup>1</sup> Vol. CIII, page 249 ; Vol. CVII, page 555 ; Vol. CXVII, page 312 ; Vol. CXXII, page 361 ; Vol. CXXX, page 459 ; Vol. CXXXIV, page 420 ; and Vol. CXLVII, page 344, of this Series.

*Article XVII.*

At the end of each month, each of the contracting Post Offices shall prepare and forward to the other statements shewing the money orders paid on behalf of the other Post Office during the month. These statements shall be accompanied by the paid orders.

At the end of each quarter year, the Post Office of Malaya shall prepare an account showing to the credit of Indo-China the Money Orders paid by Indo-China during the quarter year as supported by the monthly statements. This credit shall be increased by an allowance of one half of one per cent of the total value of the paid orders in accordance with Article VI of this Agreement.

To the credit of Malaya shall be shewn the total value of Indo-China Money Orders paid by Malaya during the quarter year as supported by the monthly statements, and an allowance of one half of one per cent of the value of such orders as commission in accordance with Article VI of the Agreement.

The balance shall be settled by a demand draft expressed in French francs and drawn on Paris ; but should such balance be too small to warrant settlement, it may by agreement be carried forward to the next quarter to the credit of the creditor Post Office.

*Article XVIII.*

If, pending the settlement of an Account, one of the two Post Offices shall ascertain that it owes the other an amount exceeding ten thousand francs, the indebted Post Office shall promptly remit the approximate sum due to the credit of the other. But when the indebtedness is less than ten thousand francs, nothing herein contained shall prevent the debtor Post Office from remitting any part of such indebtedness at discretion.

*Article XIX.*

Any amount remaining due from one Post Office to the other at the expiration of six months following the period covered by the Account shall thenceforth be subject to interest at the rate of 7 per cent per annum.

*Article XX.*

When either of the contracting Post Offices finds itself obliged, owing to exceptional circumstances, temporarily to suspend the Money Order service, either wholly or in part, it must at once notify the fact, if necessary by telegraph, to the other Post Office.

*Article XXI.*

Each of the contracting Post Offices shall be authorised to adopt any additional rules (if not in contradiction to the foregoing) for greater security against fraud, or for the better working of the system generally, provided that it shall communicate all such additional rules to the other Post Office.

*Article XXII.*

This Agreement shall come into operation on a date to be mutually agreed upon and shall be terminable on a notice by either Party of six calendar months.

Done in duplicate and signed at Kuala Lumpur on the 25th day of August, 1934, and at Hanoi on the 7th day of September, 1934.

(Sgd.) DEFURNE,  
Director of Posts,  
Telegraphs and Telephones,  
Indo-China.

(Sgd.) T. P. COE,  
Ag. Director-General  
of Posts and Telegraphs,  
Malaya.

APPENDIX A.

(Front.)

Post Office of Malaya.

Advice of Payment.

Money Order No. ....  
Amount of Order .....  
Issued by the Post Office of .....



Stamp of office of origin.

On the ..... 19 .....

Payable to ..... M. .... to .....

(Place of destination) at ..... (Country of destination).

(Back.)

The undersigned certifies that the Money Order described on the other side was duly paid on the ..... 19 .....



Stamp of paying office.

Signature \* of the payee or of paying officer :

.....

\* This advice must be signed by the payee, or, if the regulations of the country of destination allow it, by the paying officer, and returned by the first post directly to the remitter.