

N° 4447.

MALAISIE ET SIAM

Accord entre les Administrations des postes de la Malaisie et du Siam concernant l'établissement d'un service pour l'échange des colis postaux, et règlement d'exécution y annexé. Signés à Bangkok, le 2 septembre 1937, et à Kuala Lumpur, le 15 septembre 1937.

MALAYA AND SIAM

Agreement between the Post Office of Malaya and the Post Office of Siam regarding the Establishment of a Parcel Post Service, and Detailed Regulations annexed thereto. Signed at Bangkok, September 2nd, 1937, and at Kuala Lumpur, September 15th, 1937.

No. 4447. — AGREEMENT¹ BETWEEN THE POST OFFICE OF MALAYA AND THE POST OFFICE OF SIAM REGARDING THE ESTABLISHMENT OF A PARCEL POST SERVICE. SIGNED AT BANGKOK, SEPTEMBER 2ND, 1937, AND AT KUALA LUMPUR, SEPTEMBER 15TH, 1937.

English official text communicated by His Majesty's Secretary of State for Foreign Affairs in Great Britain. The registration of this Agreement took place October 7th, 1938.

THE POST OFFICES OF MALAYA and SIAM agree to effect a regular direct exchange of parcels between Malaya and Siam.

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

AGREEMENT.

Article 1.

LIMITS OF WEIGHT AND SIZE.

1. No parcel shall exceed 22 pounds in weight, 3 feet 6 inches in length, or 6 feet in length and girth combined.

2. As regards the exact calculation of the weight and dimensions of a parcel, the view of the despatching Office shall be accepted except in a case of obvious error.

Article 2.

TRANSIT OF PARCELS.

The two Post Offices guarantee the right of transit for parcels over their territory to or from any country with which they respectively have Parcel Post communication. Transit parcels shall be subject to the provisions of this Agreement and to the Detailed Regulations so far as these are applicable.

¹ Came into force October 1st, 1937.

¹ TRADUCTION. — TRANSLATION.

N^o 4447. — ACCORD² ENTRE LES ADMINISTRATIONS DES POSTES DE LA MALAISIE ET DU SIAM CONCERNANT L'ÉTABLISSEMENT D'UN SERVICE POUR L'ÉCHANGE DES COLIS POSTAUX. SIGNÉ A BANGKOK, LE 2 SEPTEMBRE 1937, ET A KUALA-LUMPUR, LE 15 SEPTEMBRE 1937.

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 7 octobre 1938.

LES ADMINISTRATIONS POSTALES DE LA MALAISIE et DU SIAM conviennent d'effectuer un échange régulier et direct de colis postaux entre la Malaisie et le Siam.

Dans le présent accord et dans le règlement d'exécution qui y est joint, l'expression « Malaisie » s'applique aux Etablissements du Détroit, aux Etats malais fédérés de Perak, Selangor, Negri Sembilan et Pahang et à tout Etat malais sous protectorat britannique qui pourrait ultérieurement faire partie de l'Union postale de la Malaisie.

ACCORD

Article premier.

LIMITES DE POIDS ET DE DIMENSIONS.

1. Aucun colis ne devra peser plus de 22 livres, ni mesurer plus de 3 pieds 6 pouces de longueur, ou plus de 6 pieds, longueur et pourtour réunis.

2. En ce qui concerne le calcul exact du poids et des dimensions du colis, la manière de voir du bureau expéditeur sera considérée comme prévalant, sauf erreur évidente.

Article 2.

COLIS EN TRANSIT.

Les deux administrations postales garantissent le droit de transit sur leur territoire aux colis à destination ou en provenance de tous pays avec lesquels elles échangent des colis postaux. Les colis en transit seront soumis aux dispositions du présent accord et de son règlement d'exécution, dans la mesure où elles seront applicables.

¹ Traduit par le Secrétariat de la Société des Nations, à titre d'information.

¹ Translated by the Secretariat of the League of Nations, for information.

² Entré en vigueur le 1^{er} octobre 1937.

Article 3.

PREPAYMENT OF POSTAGE. RATES.

1. The prepayment of the postage on parcels shall be compulsory, except in the case of redirected or returned parcels.
2. The postage shall be made up of the sums accruing to each Office taking part in the conveyance by land or sea.

Article 4.

TERRITORIAL RATE.

For parcels depatched from one of the two countries for delivery in the other, the territorial rates of Malaya shall be 0.80, 1.40, 2.00 and 3.00 francs for parcels not exceeding 3 lb., 7 lb., 11 lb. and 22 lb. respectively; and the territorial rates of Siam shall be 1.35, 1.75, 1.75 and 2.75 francs for parcels not exceeding 3 lb., 7 lb., 11 lb. and 22 lb. respectively.

The Post Office of Siam reserves the right to vary its charges in accordance with any modifications which may be introduced in the matter of charges by international conventions subsequent to the Cairo Agreement of 1934.

The Post Office of Malaya reserves the right to vary its territorial rates in accordance with any alterations of these charges which may be decided upon in connection with its parcel post relations with other countries generally.

Article 5.

SEA RATE.

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

Article 6.

FEE FOR CLEARANCE THROUGH THE CUSTOMS.

The Post Office of Siam may collect, in respect of delivery to the Customs and clearance through the Customs or delivery to the Customs only, a fee not exceeding 50 centimes per parcel or such other sum as international conventions subsequent to the Cairo Agreement of 1934 shall fix. The Post Office of Malaya may collect such fee as it may from time to time fix for similar services in its parcel post relations with other countries generally.

Article 7.

PAYMENT OF CUSTOMS AND OTHER CHARGES.

Customs charges or other non-postal charges shall be paid by the addressees of parcels, except as provided otherwise in this Agreement.

Article 8.

PROHIBITIONS.

1. It is forbidden to enclose in a postal parcel :
 - (a) Articles which from their nature or packing may be a source of danger to the officers of the Post Office or soil or damage other parcels ;

(b) Explosive, inflammable, or dangerous substances (including loaded metal caps, live cartridges and matches) ;

(c) Articles of an obscene or immoral nature ;

(d) Articles the admission of which is not permitted by law or by the Customs or other regulations ;

(e) Letters, notes or documents having the character of an actual or personal correspondence, as well as correspondence or packets of any kind bearing an address other than that of the addressee of the parcel or of persons dwelling with him. (It is, however, permissible to enclose in a parcel an open invoice confined to the particulars which constitute an invoice) ;

(f) Live animals (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).

2. It is, moreover, forbidden to send coin, platinum, gold or silver, whether manufactured or unmanufactured, precious stones, jewels, or other precious articles in uninsured parcels addressed to countries which admit insurance.

3. A parcel which has been wrongly admitted to the post shall be returned to the country of origin, unless the Post Office of the country of destination is authorised by its legislation to dispose of it otherwise.

Nevertheless, the fact that a parcel contains a letter or communications which constitute an actual or personal correspondence shall not, in any case, entail its return to the Office of origin.

4. Explosive, inflammable or dangerous substances and articles of an obscene or immoral nature shall not be returned to the country of origin ; they shall be disposed of by the Post Office which has found them in the mails in accordance with its own internal regulations.

5. If a parcel wrongly admitted to the post is neither returned to origin nor delivered to the addressee, the Post Office of the country of origin shall be informed in a precise manner of the treatment accorded to the parcel in order that it may take such steps as are necessary.

Article 9.

ADVICE OF DELIVERY.

The sender may obtain an advice of delivery for an insured parcel under the conditions prescribed for postal packets by the Convention of the Postal Union. An advice of delivery cannot be obtained for an uninsured parcel.

Article 10.

REDIRECTION.

1. A parcel may be redirected in consequence of the addressee's change of address in the country of destination. The Post Office of the country of destination may collect the redirection charge prescribed by its internal regulations. Similarly, a parcel may be redirected from one of the two countries which are Parties to this Agreement to another country provided that the parcel complies with the conditions required for its further conveyance and provided as a rule that the extra postage is prepaid at the time of redirection or documentary evidence is produced that the addressee will pay it.

2. Additional charges, levied in respect of redirection and not paid by the addressee or his representative shall not be cancelled in case of further redirection or of return to origin, but shall be collected from the addressee or from the sender, as the case may be, without prejudice to the payment of any special charges incurred which the Post Office of the country of destination does not agree to cancel.

Article 11.

MISSENT PARCELS.

Parcels received out of course, or wrongly allowed to be despatched, shall be transmitted in accordance with the provisions of Article 25, Sections 1 and 2, of the Detailed Regulations.

Article 12.

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 and at his expense after retention for the period prescribed by the regulations of the Post Office of the country of destination.

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

2. The sender may request at the time of posting that, if the parcel cannot be delivered as addressed, it may 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 Despatch Note 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 ”

The same request must also be written on the cover of the parcel.

3. The charges due on returned undelivered parcels shall be recovered in accordance with the provisions of Article 33.

Article 13.

CANCELLATION OF CUSTOMS CHARGES.

Both Parties to this Agreement undertake to urge their respective Customs Departments to cancel Customs charges on parcels which are returned to the country of origin, abandoned by the senders, destroyed, or redirected to a third country.

Article 14.

SALE. DESTRUCTION.

Articles in danger of deterioration or corruption, and these only, may be sold immediately, even when in transit on the outward or return journey, without previous notice or judicial formality. If for any reason a sale is impossible, the spoilt or putrid articles shall be destroyed.

Article 15.

ABANDONED PARCELS.

Parcels which cannot be delivered to the addressees and which the senders have abandoned shall not be returned by the Post Office of the country of destination but shall be treated in accordance with its legislation.

Article 16.

ENQUIRIES.

1. A fee not exceeding 1 franc may be charged for every enquiry concerning a parcel or a Trade Charge Money Order.

No fee shall be charged if the sender has already paid the special fee for an Advice of Delivery.

2. Enquiries shall be admitted only within the period of one year from the day following the date of posting

3. When an enquiry is the outcome of an irregularity in the postal service, the enquiry fee shall be refunded.

Article 17.

CASH-ON-DELIVERY PARCELS. CHARGES AND CONDITIONS. SETTLEMENT.

1. Parcels marked for the collection of Trade Charges may be exchanged between Malaya and Siam.

The amount of the Trade Charge shall be expressed in the currency of the country in which the parcel originates.

The maximum amount of a Trade Charge in case of a parcel for delivery in Siam shall be fixed at \$340 and in the case of a parcel for delivery in Malaya at 425 Bahts. In calculating the amount of a Trade Charge a fraction of a cent or of a satang shall be ignored.

The two Post Offices undertake to admit Cash-on-Delivery parcels in transit through their services. Nevertheless, the accounts relative to the Trade Charges collected shall be drawn up and settled directly between the Post Offices of the countries of origin and of destination of the Cash-on-Delivery parcels.

Exceptionally, where there is no Cash-on-Delivery Agreement between the country of origin and an Unfederated Malay State, settlement of accounts may be made through the intermediary of the Post Office of Malaya.

2. Cash-on-Delivery parcels shall be subject to the formalities and to the charges prescribed for ordinary, or for insured, parcels, as the case may be. In addition, the sender shall pay a special fee, which shall be fixed by the Office of origin and shall not exceed :

(a) 10 cents for each \$10 or fraction of \$10 of the Trade Charge in the case of a parcel posted in Malaya.

(b) 20 satangs for each 15 Bahts or fraction of 15 Bahts of the Trade Charge in the case of a parcel posted in Siam with a minimum of 25 satangs.

3. The amount of a Trade Charge collected shall be remitted by means of a Trade Charge Money Order, issued free of all charges.

4. In addition to the special fee fixed by virtue of paragraph 2, the Post Offices of Malaya and Siam shall be entitled to collect from the sender of a Cash-on-Delivery parcel posted in Malaya or Siam a supplementary fee not exceeding 10 cents or 25 satangs respectively for each parcel and from the addressee of a Cash-on-Delivery parcel delivered in Malaya and Siam a supplementary fee not exceeding 15 cents and 25 satangs respectively for each parcel.

Article 18.

CANCELLATION OR ALTERATION OF AMOUNT OF TRADE CHARGE.

The sender of a Cash-on-Delivery parcel may not have the amount of the Trade Charge cancelled or altered after posting.

Article 19.

CASH-ON-DELIVERY PARCELS. RESPONSIBILITY FOR LOSS, ABSTRACTION OR DAMAGE.

The two Post Offices shall be responsible under the conditions fixed by Articles 25 to 31 hereafter for the loss of a Cash-on-Delivery parcel and for the abstraction of or damage to its contents.

Article 20.

COMPENSATION IN CASE OF FAILURE TO COLLECT, OR OF INSUFFICIENT OR FRAUDULENT COLLECTION OF TRADE CHARGE.

If the parcel has been delivered to the addressee without the collection of the Trade Charge, the sender shall be entitled to compensation provided that an enquiry has been made within the period prescribed by Article 16 and that the failure to collect the charge is not due to fault or negligence on his part. The same rule shall apply if the amount collected from the addressee is less than the amount of the Trade Charge or if the collection of the amount has been made fraudulently.

The compensation shall not in any case exceed the amount of the Trade Charge.

By paying compensation the Post Office concerned takes over the rights of the sender to the extent of the amount paid in any action which may be taken against the addressee or against a third party.

Article 21.

FIXING OF RESPONSIBILITY IN RESPECT OF TRADE CHARGES.

The payment by the Post Office of the country of origin of the amounts duly collected shall be made on behalf of the Post Office of the country of destination. Similarly, payment of compensation shall be made on behalf of the Post Office of the country of destination if the latter is responsible.

After the delivery of a parcel the Post Office of the country of destination is responsible for the amount of the Trade Charge unless it can prove that the fault is due to a breach of the regulations by the Post Office of the country of origin or can establish that, when handed over to its service, the parcel and the relative Despatch Note did not bear the particulars prescribed by the Detailed Regulations for Cash-on-Delivery parcels and that the parcel was not specifically advised on the Parcel Bill in conformity with Article 29 of the Detailed Regulations.

The Post Office of destination shall be bound to repay under the conditions prescribed by Article 31 the sum which has been advanced by the despatching Post Office.

Article 22.

TRADE CHARGE MONEY ORDERS.

The amount of a Trade Charge Money Order which for any reason whatever cannot be paid to the payee shall not be repaid to the Post Office to which the office issuing the Money Order is subordinate. It shall be held at the disposal of the payee by the Post Office of the country of origin of the Cash-on-Delivery parcel and shall accrue definitely to that Office at the end of the legal period of validity.

In all other respects and subject to the reservations specified in the Detailed Regulations, Trade Charge Money Orders shall be subject to the rules of the Money Order Agreement between the two Post Offices.

Article 23.

INSURED PARCELS. RATES AND CONDITIONS.

1. Parcels may be insured up to a limit of \$500 or 800 Bahts.
2. An insurance fee, to be fixed by the Office of origin, shall be charged for each \$100 or 132 Bahts or part thereof of the insured value.
3. The sender of an insured parcel shall receive without charge, at the time of posting, a receipt for his parcel.
4. The Post Office of the country of origin shall be entitled also to collect from the sender of an insured parcel a despatch fee not exceeding 50 centimes.

Article 24.

FRAUDULENT INSURANCE.

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

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

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

Article 25.

RESPONSIBILITY FOR LOSS, ABSTRACTION OR DAMAGE.

1. Except in the cases mentioned in the following Article, the two Post Offices shall be responsible for the loss of parcels and for the loss, abstraction or damage of their contents or of a part thereof.

The sender is entitled under this head to compensation corresponding to the actual amount of the loss, abstraction or damage. For uninsured parcels the amount of compensation shall not exceed 10 francs for a parcel not exceeding one kilogramme (2.2 lb.), 25 francs for a parcel exceeding one kilogramme but not exceeding five kilogrammes (11 lb.) and 40 francs for a parcel exceeding five kilogrammes but not exceeding ten kilogrammes (22 lb.) in weight. For an insured parcel the amount of compensation shall not exceed the amount for which it was insured.

In cases where the loss, damage or abstraction occurs in the service of the country of destination, the Post Office of the country of destination may pay compensation to the addressee at its own expense and without consulting the Post Office of the country of origin, provided that the addressee can prove that the sender has waived his rights in the addressee's favour.

2. In calculating the amount of compensation, indirect loss or loss of profits shall not be taken into consideration.
3. Compensation shall be calculated on the current price of goods of the same nature at the place and time at which the goods were accepted for transmission.
4. Where compensation is due for the loss, destruction or complete damage of a parcel or for the abstraction of the whole of the contents, the sender is entitled to the return of the postage also.
5. In all cases the insurance fees and if the case arises the despatch fee shall be retained by the Post Offices concerned.

Article 26.

EXCEPTIONS TO THE PRINCIPLE OF RESPONSIBILITY.

The two Post Offices shall be relieved of all responsibility :

- (a) In cases beyond control (*force majeure*) ;
- (b) When their responsibility not having been proved otherwise they are unable to account for parcels in consequence of the destruction of official documents through a cause beyond control (*force majeure*) ;
- (c) When the damage has been caused by the fault or negligence of the sender, or when it arises from the nature of the article ;
- (d) For parcels of which the contents fall under the ban of one of the prohibitions mentioned in Article 8 ;
- (e) For parcels which have been fraudulently insured for a sum exceeding the actual value of the contents and packing ;
- (f) In respect of the parcels regarding which enquiry has not been made within the period prescribed by Article 16 ;
- (g) In respect of any parcels containing precious stones, jewellery or any article of gold, silver or platinum exceeding £100 sterling (2,500 francs) in value not packed in a box of the size prescribed by Article 6, Section 3, of the Detailed Regulations ;
- (h) For parcels seized by the Customs because of false declaration of contents.

Article 27.

TERMINATION OF RESPONSIBILITY.

The two Post Offices shall cease to be responsible for parcels which have been delivered in accordance with their internal regulations and of which the owners or their agents have accepted delivery without reservation.

Article 28.

PAYMENT OF COMPENSATION.

The payment of compensation shall be undertaken by the Post Office of the country of origin except in the cases indicated in Article 25, Section 1, where payment is made by the Post Office of the country of destination. The Post Office of the country of origin may, however, after obtaining the sender's consent, authorise the Post Office of the country of destination to settle with the addressee. The paying Post Office retains the right to make a claim against the Post Office responsible.

Article 29.

PERIOD FOR PAYMENT OF COMPENSATION.

1. Compensation shall be paid as soon as possible and, at the latest, within one year from the day following the date of the enquiry.
2. The Post Office of the country of origin is authorised to settle with the sender on behalf of the other Post Office if the latter, after being duly informed of the application, has let nine months pass without giving a decision in the matter.
3. The Post Office of the country of origin may exceptionally postpone the settlement of compensation beyond the period of one year when the question of responsibility cannot be settled owing to circumstances over which the Post Offices concerned have no control.

Article 30.

INCIDENCE OF COST OF COMPENSATION.

1. Until the contrary is proved responsibility shall rest with the Post Office which, having received the parcel from the other Post Office without making any reservation and having been furnished with all the particulars for investigation prescribed by the regulations, cannot establish either proper delivery to the addressee or his agent or regular transfer to the following Post Office, as the case may be.

2. If in the case of a parcel despatched from one of the two countries for delivery in the other the loss, abstraction or damage has occurred in course of conveyance without its being possible to prove in the service of which country the irregularity took place, the two Post Offices shall bear in equal shares the amount of compensation.

3. The same principle shall, as far as possible, be applied when other Post Offices are concerned in the conveyance of a parcel. Nevertheless, in the case of parcels sent in transit from one of the two countries through the other, neither of the two Post Offices shall be held responsible when the loss, abstraction or damage has taken place in a service in which responsibility is not accepted.

4. Customs and other charges which it has not been possible to cancel shall be borne by the Post Office responsible for the loss, damage or abstraction.

5. By paying compensation the Post Office concerned takes over, to the extent of the amount paid, the rights of the person who has received compensation in any action which may be taken against the addressee, the sender or a third party.

If a parcel which has been regarded as lost is subsequently found, in whole or in part, the person to whom compensation has been paid shall be informed that he is at liberty to take possession of the parcel against repayment of the amount paid as compensation.

Article 31.

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

The Post Office responsible or on whose account the payment is made in accordance with Article 28 is bound to repay the amount of the compensation within a period of three months after notification of payment. The amount shall be recovered from the Post Office responsible through the Accounts provided for in Article 31 § 2 of the Detailed Regulations.

The Post Office of which the responsibility is duly proved and which has originally declined to pay compensation is bound to bear all the additional charges resulting from the unwarranted delay in payment.

Article 32.

CREDITS FOR CONVEYANCE.

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

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

Article 33.

CLAIMS IN CASE OF THE REDIRECTION OR RETURN.

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

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

Article 34.

CHARGE FOR REDIRECTION IN THE COUNTRY OF DESTINATION.

In case of further redirection or of the return to origin, the redirection charge prescribed by Article 10, Section 2, shall accrue to the country which redirected the parcel within its own territory.

Article 35.

MISCELLANEOUS FEES.

1. The following fees shall be retained in full by the Office which has collected them :
 - (a) The fee for Advice of Delivery referred to in Article 9 ;
 - (b) The enquiry fee referred to in Article 16, Section 1 ;
 - (c) The supplementary fee for a Cash-on-Delivery parcel referred to in Article 17, Section 4 ;
 - (d) The despatch fee for an insured parcel referred to in Article 23, Section 4.
2. The fee for Customs clearance referred to in Article 6 shall be retained by the Post Office of the country of destination.

Article 36.

CASH-ON-DELIVERY FEE.

The fee mentioned in Article 17, Section 2, shall be shared between the Post Office of the country of origin and that of the country of destination as provided for in Article 35, Section 2, of the Detailed Regulations.

Article 37.

INSURANCE FEE.

In respect of insured parcels the Post Office of the country of origin shall allow to the Post Office of the country of destination for territorial service a rate of 5 centimes for each \$100 or 132 Bahts of insured value or fraction thereof. If the Office of destination provides the sea service, the despatching Office shall allow an additional rate of 10 centimes for each \$100 or 132 Bahts of insured value or fraction thereof.

Article 38.

MISCELLANEOUS PROVISIONS.

1. The francs and centimes mentioned in this Agreement are gold francs and centimes as defined in the Postal Union Convention.
2. Parcels shall not be subjected to any postal charge other than those contemplated in this Agreement except by mutual consent of the two Post Offices.
3. In extraordinary circumstances, either Post Office may temporarily suspend the parcel post, either entirely or partially, on condition of giving immediate notice, if necessary by telegraph, to the other Post Office.
4. The two Post Offices have drawn up the following Detailed Regulations for ensuring the execution of the present Agreement. Further matters of detail, not inconsistent with the general provisions of this Agreement and not provided for in the Detailed Regulations, may be arranged from time to time by mutual consent.

5. The internal legislation of Malaya and Siam shall remain applicable as regards everything not provided for by the stipulations contained in the present Agreement and in the Detailed Regulations for its execution.

Article 39.

ENTRY INTO FORCE AND DURATION OF THE AGREEMENT.

This Agreement shall come into force on the first day of October, 1937, and shall remain in force until the expiration of one year from the date on which it may be denounced by either of the two Post Offices.

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

Done in duplicate at Bangkok the second day of September, 1937, and at Kuala Lumpur the fifteenth day of September, 1937.

(*Sd.*) Luang Kovid APAIRONGSE,
Director-General
of Posts and Telegraphs, Siam.

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

DETAILED REGULATIONS

FOR CARRYING OUT THE PARCEL POST AGREEMENT BETWEEN MALAYA AND SIAM.

Article 1.

CIRCULATION.

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

2. Missent parcels shall be re-transmitted to their proper destination by the most direct route at the disposal of the Office re-transmitting them.

Article 2.

METHOD OF TRANSMISSION. PROVISION OF BAGS.

1. The exchange of parcels between the two countries shall be effected by the Offices appointed by agreement between the two Post Offices.

2. Parcels shall be exchanged between the two countries in bags duly fastened and sealed. In the absence of any arrangement to the contrary, the transmission of parcels sent by one of the two contracting countries in transit through the other shall be effected "à découvert".

3. A label showing the Office of Exchange of origin and the Office of Exchange of destination shall be attached to the neck of each bag, the number of parcels contained in the bag being indicated on the back of the label.

4. The bag containing the Parcel Bill and other documents shall be distinctively labelled.

5. Cash-on-Delivery parcels forwarded in a mail shall be placed together, and, as far as possible, in the bag which contains the Parcel Bill and other documents.

6. Similarly, insured parcels shall be forwarded in separate bags ; and the labels of these bags shall be marked with any distinctive symbol that may from time to time be agreed upon by the two Post Offices.

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

8. The parcels shall be despatched in bags provided by the despatching Post Office. The bags must be returned empty by the receiving Post Office by the next despatch.

9. The number of bags so returned shall be advised on the Parcel Bill.

10. Each Post Office shall be required to make good the value of any bags which it fails to return. Responsibility for the loss of empty bags shall be determined on the principles prescribed for the loss of parcels in Article 30 of the Agreement.

Article 3.

INFORMATION TO BE FURNISHED.

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

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

(b) The routes available for the transmission of the said parcels from the point of entry into its territory or into its service ;

(c) The total amount to be credited to it by the other Post Office for each destination ;

(d) The number of Customs Declarations which must accompany each parcel ;

(e) Any other necessary information.

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

Article 4.

FIXING OF EQUIVALENTS.

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

Article 5.

MAKE-UP OF PARCELS.

Every parcel shall :

(a) Bear the exact address of the addressee in Roman characters. Addresses in pencil shall not be allowed provided that parcels bearing addresses written with copying ink pencil on a surface previously damped shall be accepted. The address shall be written on the parcel itself or on a label so firmly attached to it that it cannot become detached. The sender of a parcel shall be advised to enclose in the parcel a copy of the address together with a note of his own address.

(b) Be packed in a manner adequate for the length of the journey and for the protection of the contents.

Articles liable to injure officers of the Post Office or to damage other parcels shall be so packed as to prevent any risk.

Article 6.

SPECIAL PACKING.

1. Liquids and substances which easily liquefy shall be packed in two receptacles. Between the first receptacle (bottle, flask, pot, box, etc.) and the second (box of metal or of stout wood) shall be left a space which shall be filled with sawdust, bran or some other absorbent material in sufficient quantity to absorb all the liquid contents in the case of breakage.

2. Dry colouring powders such as aniline, etc., shall be admitted only if enclosed in stout metal boxes placed inside wooden boxes with sawdust between the two receptacles.

3. Every parcel containing precious stones, jewellery or any article of gold, silver or platinum exceeding £100 sterling (2,500 francs) in value shall be packed in a box measuring not less than 3 feet 6 inches (1.05 mètre) in length and girth combined.

Article 7.

DESPATCH NOTES AND CUSTOMS DECLARATIONS.

1. Each parcel shall be accompanied by a Despatch Note and by Customs Declarations according to the regulations of the country of destination.

2. Nevertheless, a single Despatch Note and a single set of Customs Declarations may suffice for two or three (but not more) ordinary parcels posted at the same time by one sender to one addressee. This provision shall not apply to Cash-on-Delivery parcels or insured parcels.

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

Article 8.

ADVICE OF DELIVERY.

1. Insured parcels of which the senders ask for an Advice of Delivery shall be very prominently marked " Advice of Delivery " or " A. R. ". The Despatch Notes shall be marked in the same way.

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

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

4. When the sender makes enquiry concerning an Advice of Delivery which has not been returned to him after a reasonable interval, action shall be taken in accordance with the rules laid down in Article 9 following. In that case a second fee shall not be charged, and the Office of origin shall enter at the top of the form the words " Duplicata de l'avis de réception, etc. ".

Article 9.

ADVICE OF DELIVERY APPLIED FOR AFTER POSTING.

When the sender applies for an Advice of Delivery after a parcel has been posted, the Office of origin or any other Office appointed by the Post Office of the country of origin shall fill up an Advice of Delivery form and shall attach it to a form of enquiry to which postage stamps representing the prescribed fee have been fixed.

The form of enquiry accompanied by the Advice of Delivery form shall be treated according to the provisions of Article 28 below, with the single exception that, in case of the due delivery of the parcel, the Office of destination shall withdraw the form of enquiry and shall return the Advice of Delivery form to origin, in the manner prescribed in paragraph 3 of the preceding Article.

Article 10.

INDICATION OF TRADE CHARGE.

1. Cash-on-Delivery parcels and the relative Despatch Notes shall bear on the address side the indication "C. O. D." ("Remboursement") written or printed boldly and, after it, the amount of the Trade Charge without erasure or correction, even if certified.

2. The sender shall in addition enter on the parcel and on the front of the Despatch Note his name and address in Roman letters.

Article 11.

TRADE CHARGE LABEL.

Cash-on-Delivery parcels and the Despatch Notes also shall be furnished with an orange coloured label in the form of the specimen annexed to the Detailed Regulations of the Postal Union Convention.

Article 12.

TRADE CHARGE MONEY ORDER.

1. Every Cash-on-Delivery parcel shall be accompanied by a Trade Charge Money Order form. This form shall be attached to the Despatch Note and shall bear a statement of the amount of the Trade Charge in the currency of the country of origin of the parcel and should show, as a general rule, the sender of the parcel as the payee of the Money Order. Each Post Office is free to have the Money Orders relating to parcels originating in its service addressed to the Offices of origin of the parcels or to other Offices. The counterfoil of the Order shall show the name and address of the addressee of the parcel as well as the place and date of posting.

2. Entries in pencil shall not be allowed on the Trade Charge Money Order forms.

Article 13.

CONVERSION OF THE AMOUNT OF THE TRADE CHARGE.

The amount of the Trade Charges shall be converted into the currency of the country of destination by the Post Office of that country, which shall use for this purpose the rate of conversion which is used for the conversion of Money Orders drawn on the country of origin of the parcels.

Article 14.

PERIOD FOR PAYMENT OF TRADE CHARGE.

The amount of the Trade Charge shall be paid within the period prescribed by the regulations of the country of destination.

After the expiration of this period, the parcel shall be treated as undeliverable in accordance with the provisions of Article 12 of the Agreement.

Article 15.

REDIRECTION OF CASH-ON-DELIVERY PARCELS.

1. Cash-on-Delivery parcels may be redirected if the new country of destination maintains with the country of origin an exchange of Cash-on-Delivery parcels. In this case, the parcels shall be accompanied by the Trade Charge Money Order forms prepared by the Office of origin. The new Office of destination shall act in the settlement of the Trade Charge as if the parcel had been directly consigned to it in the first instance.

2. In the case of an application for redirection to a country which does not maintain an exchange of Cash-on-Delivery parcels with the country of origin, the parcels shall be treated as undeliverable.

Article 16.

ISSUE OF TRADE CHARGE MONEY ORDER.

Immediately after collecting the amount of the Trade Charge, the Office of destination, or any other Office appointed by the Post Office of the country of destination, shall fill in the portion of the Trade Charge Money Order form headed " Service Instructions " (" Indications de service ") and, after date-stamping it, shall return it without charge to the Office at which the parcel was posted or to the Office specially named by the Post Office of origin on the form itself.

Trade Charge Money Orders shall be paid to the senders under the conditions fixed by each Post Office.

Article 17.

CANCELLATION OR REPLACEMENT OF TRADE CHARGE MONEY ORDER FORMS.

1. A Trade Charge Money Order form relating to a parcel which, for any reason whatsoever, is returned to the sender shall be cancelled by the Office which returns the parcel and shall be returned annexed to the Despatch Note.

2. When a Trade Charge Money Order form is mislaid, lost or destroyed before the collection of the Trade Charge, the Post Office of the country of destination shall prepare a duplicate.

Article 18.

TRADE CHARGE MONEY ORDERS.

1. A Trade Charge Money Order mislaid, lost or destroyed after the collection of the Trade Charge shall be replaced by a duplicate, or by an authority to pay, after proof by the two Post Offices that the Order has not been paid or refunded.

2. Trade Charge Money Orders which it has not been possible to deliver to the payees within the period of validity fixed by the special Money Order Agreement between the two Post Offices shall, at the expiration of the period of validity, be received by the Office of the country of payment and claimed from the Office which issued them.

3. Trade Charge Orders which have been delivered to the payees, and of which the payees have not claimed payment within the period of validity fixed by the Money Order Agreement between the two Post Offices, shall be replaced by authorities to pay. These authorities to pay shall be drawn up by the Post Office which collected the Trade Charges, as soon as it has been able to ascertain that the original Orders have not been paid within the period of validity and shall be received by the other Post Office, which shall claim the amounts due in the first account rendered after their receipt.

4. The Post Office issuing a Trade Charge Money Order shall notify the other Post Office if the order is not claimed within the period of validity.

5. A Trade Charge Money Order of which payment cannot be effected in consequence of any irregularity in completion by the Office of destination of the parcel shall be returned as soon as possible to that Office, officially registered, for correction.

Article 19.

INDICATION OF INSURED VALUE.

Every insured parcel and the relative Despatch Note shall bear an indication of the insured value in the currency of the country of origin. This indication shall be made without erasure or correction even if certified. The indication on the parcel shall be both in words and in figures. The amount of the insurance shall in addition be converted into gold francs by the Post Office of the country of origin. The result of the conversion shall be indicated distinctly by new figures, placed beside or below those representing the amount of the insurance in the currency of the country of origin.

Article 20.

INSURANCE LABELS, ETC.

Every insured parcel and its Despatch Note as well shall bear a red label with the indication " Insured " or " Valeur déclarée " in Roman characters.

When a parcel contains coin, bullion or other precious objects, the wax or other seals, the labels of whatever kind and any postage stamps affixed to it shall be so spaced that they cannot conceal injuries to the cover. Moreover, the labels and postage stamps, if any, shall not be folded over two sides of the cover so as to hide the edge.

Article 21.

SEALING OF INSURED PARCELS.

Every insured parcel shall be sealed by means of wax or by lead or other seals, with some special uniform design or mark of the sender, the seals being sufficient in number to render it impossible to tamper with the contents without leaving an obvious trace of violation.

The senders of such parcels shall be strongly recommended to furnish the relative Despatch Note, whenever possible, with an exact reproduction of the seal or special mark referred to above.

Article 22.

INDICATION OF WEIGHT OF INSURED PARCELS.

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

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

Article 23.

SERIAL NUMBER AND PLACE OF POSTING.

Each parcel and the relative Despatch Note as well shall bear a label indicating the serial number and the name of the Office of posting. An Office of posting shall not use two or more series of labels at the same time, unless each series is provided with a distinctive mark.

Article 24.

DATE-STAMP IMPRESSION.

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

Article 25.

RE-TRANSMISSION.

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

When a Post Office returns such a parcel to the country from which it has been directly received, it shall refund the credits received and report the error by means of a Verification Note.

In other cases, and if the amount credited to it is insufficient to cover the expenses of re-transmission which it has to defray, the re-transmitting Post Office shall allow to the Post Office to which it forwards the parcel the credits due for onward conveyance ; it shall then recover the amount of the deficiency by claiming it from the Office of exchange from which the missent parcel was directly received. The reason for this claim shall be notified to the latter by means of a Verification Note.

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

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

4. A parcel which is redirected unpaid shall be re-transmitted in its original packing and shall be accompanied by the original Despatch Note. If the parcel, for any reason whatsoever, has to be repacked, or if the original Despatch Note has to be replaced by a substitute Note, the name of the Office of origin of the parcel and the original serial number and, if possible, the date of posting at that Office shall be entered both on the parcel and on the Despatch Note.

Article 26.

RETURN OF UNDELIVERED PARCELS.

1. If the sender of an undeliverable parcel has made a request not provided for by Article 12, Section 2, of the Agreement, the Post Office of the country of destination need not comply with it but may return the parcel to the country of origin, after retention for the period prescribed by the regulations of the country of destination.

2. The Post Office which returns a parcel to the sender shall indicate clearly and concisely thereon the cause of non-delivery. This information may be furnished in manuscript or by means of a stamped impression or a label. The original Despatch Note belonging to the returned parcel must be sent back to the country of origin with the parcel.

3. A parcel to be returned to the sender shall be entered on the Parcel Bill with the word " Rebut " in the " Observations " column. It shall be dealt with and charged like a parcel redirected in consequence of the removal of the addressee.

Article 27.

SALE. DESTRUCTION.

1. When a parcel has been sold or destroyed in accordance with the provisions of Article 14 of the Agreement, a report of the sale or destruction shall be prepared.

2. The proceeds of the sale shall be used in the first place to defray the charges upon the parcel. Any balance which there may be shall be forwarded to the Post Office of the country of origin for payment to the sender, on whom the cost of forwarding it shall fall.

Article 28.

ENQUIRIES CONCERNING PARCELS OR TRADE CHARGE MONEY ORDERS.

For enquiries concerning parcels, or Trade Charge Money Orders which have not been returned, a form shall be used similar to the specimen annexed to the Detailed Regulations of the Parcel Post Agreement of the Universal Postal Union. These forms shall be forwarded to the Offices appointed by the two Post Offices to deal with them and they shall be dealt with in the manner mutually arranged between the two Post Offices.

Article 29.

PARCEL BILL.

1. All parcels shall be entered individually by the despatching Office of Exchange on a Parcel Bill. The Despatch Notes, Trade Charge Money Order forms, Customs Declarations, Advices of Delivery, etc., shall be forwarded with the Parcel Bill.

2. Each despatching Office of Exchange shall number the Parcel Bills in the top left-hand corner in an annual series for each Office of Exchange of destination, and as far as possible shall enter below the number the name of the ship conveying the mail. A note of the last number of the year shall be made on the first Parcel Bill of the following year.

Article 30.

CHECK BY OFFICES OF EXCHANGE. NOTIFICATION OF IRREGULARITIES.

1. On the receipt of a mail, whether of parcels or of empty bags, the Office of Exchange shall check the parcels and the various documents which accompany them, or the empty bags as the case may be, against the particulars entered on the relative Parcel Bill, and, if necessary, shall report missing articles or other irregularities by means of a Verification Note.

2. Any discrepancies in the credits and accounting shall be notified to the despatching Office of Exchange by Verification Note. The accepted Verification Notes shall be attached to the Parcel Bills to which they relate. Corrections made on Parcel Bills not supported by vouchers shall not be considered valid.

Article 31.

ACCOUNTING FOR CREDITS.

1. Each Post Office shall cause each of its Offices of Exchange to prepare quarterly for all the parcel mails received from the Offices of Exchange of the other Post Office a statement of the total amounts entered on the Parcel Bills, whether to its credit or to its debit.

2. These statements shall be afterwards summarised by the same Post Office in an account which, accompanied by the quarterly statements, the Parcel Bills and the Verification Notes, if any, relating thereto, shall be forwarded to the corresponding Post Office in the course of the quarter following that to which it relates.

3. The quarterly accounts, after having been checked and accepted on both sides, shall be summarised in a half-yearly general account prepared by the Post Office to which the balance is due.

Article 32.

SETTLEMENT OF ACCOUNTS.

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

2. The preparation and transmission of a general account and the payment of the balance of that account shall be effected as early as possible and, at the latest, within a period of three months from the end of the period to which the account relates. After the expiration of this term, the sums due from one Post Office to the other shall bear interest at the rate of 5 per cent per annum to be reckoned from the date of expiration of the said term.

Article 33.

ACCOUNTING FOR TRADE CHARGE MONEY ORDERS.

1. The accounting relating to Trade Charge Money Orders paid by each Post Office shall be effected by means of supplements to the special account of Money Order transactions between the two Post Offices.

2. In this account, which shall be accompanied by the paid and receipted Trade Charge Money Orders, the Orders shall be entered in alphabetical sequence of the Offices of issue and in numerical sequence of their entry in the registers of those Offices. The Post Office which has prepared the account shall deduct from the total sum of its credit one-half per cent ($\frac{1}{2}\%$) of this total, representing the allowance to the other Post Office specified in Article 36 of the Agreement.

The verification of this account shall be effected in accordance with the provisions of the Money Order Agreement between the two Post Offices.

3. The totals of the Trade Charge account shall be included and settled as part of the general account in respect of Money Orders for the same period.

Article 34.

COMMUNICATIONS AND NOTIFICATIONS.

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

Article 35.

ENTRY INTO FORCE AND DURATION OF THE DETAILED REGULATIONS.

The present Detailed Regulations shall come into operation on the day on which the Parcel Post Agreement comes into force and shall have the same duration as the Agreement. The Post Offices concerned shall, however, have the power by mutual consent to modify the details from time to time.

Done in duplicate at Bangkok the second day of September, 1937, and at Kuala Lumpur the fifteenth day of September, 1937.

(*Sd.*) Luang Kovid APAIRONGSE,
Director-General of Posts and Telegraphs,
Siam.

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