

ÉTATS-UNIS D'AMÉRIQUE
ET BELGIQUE

Arrangement entre l'Administration des postes des États-Unis d'Amérique et l'Administration des postes de la Belgique concernant l'échange des colis postaux, et Règlement d'exécution y annexé. Signés à Washington, le 5 janvier 1939.

Textes officiels anglais et français communiqués par l'envoyé extraordinaire et ministre plénipotentiaire des États-Unis d'Amérique à Berne. L'enregistrement a eu lieu le 8 février 1940.

UNITED STATES OF AMERICA
AND BELGIUM

Agreement between the Postal Administration of the United States of America and the Postal Administration of Belgium concerning the Exchange of Parcel Post, and Regulations of Execution relating thereto. Signed at Washington, January 5th, 1939.

French and English official texts communicated by the Envoy Extraordinary and Minister Plenipotentiary of the United States of America at Berne. The registration took place February 8th, 1940.

No. 4682. — AGREEMENT¹ BETWEEN THE POSTAL ADMINISTRATION OF THE UNITED STATES OF AMERICA AND THE POSTAL ADMINISTRATION OF BELGIUM CONCERNING THE EXCHANGE OF PARCEL POST. SIGNED AT WASHINGTON, JANUARY 5TH, 1939.

Desiring to conclude an Agreement concerning the exchange of parcel post between Belgium and the United States of America, the undersigned : Count Robert VAN DER STRATEN-PONTHOZ, Belgian Ambassador, designated by His Majesty the King of the Belgians as his Plenipotentiary for the purpose, and James A. FARLEY, Postmaster General of the United States of America, by virtue of the power vested in him by law, have agreed upon the following provisions :

Article I. — OBJECT OF THE AGREEMENT.

Between the United States of America (including Alaska, Puerto Rico, the Virgin Islands, Guam, Samoa, and Hawaii) and Belgium, there may be exchanged, under the denomination of parcel post, parcels up to the maximum weight and the maximum dimensions indicated in the Regulations of Execution.

Article II. — TRANSIT PARCELS.

1. Each Administration guarantees the right of transit to or from any country with which it has parcel post communication of parcels originating in or addressed for delivery in the service of the other contracting Administration.

2. Each Administration shall inform the other to which countries parcels may be sent through it as intermediary, and the amount of the charges due to it therefor as well as other conditions.

3. To be accepted, parcels sent by one of the contracting countries for onward transmission through the service of the other must comply with the conditions prescribed by the intermediate Administration.

Article III. — PREPAYMENT OF POSTAGE AND FEES.

1. The Administration of origin is entitled to collect from the sender of each parcel the postage and the fees for requests for information as to the disposal of a parcel made after it has been posted and also, in the case of insured parcels, the insurance fees and the fees for return receipts prescribed by its regulations.

2. Except in the case of returned or redirected parcels, prepayment of the postage and such of the fees mentioned in the preceding section as are applicable, is compulsory.

Article IV. — PREPARATION OF PARCELS.

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

Article V. — PROHIBITIONS.

1. The following articles are prohibited transmission by parcel post :

- (a) Articles which, from their nature or by their packing, may expose postal officials to danger, or soil or damage other parcels ;
- (b) Opium, morphine, cocaine, and other narcotics ;

¹ The Agreement was ratified by the United States of America on January 11th, 1939, and by Belgium on March 21st, 1939. It came into force May 1st, 1939.

(c) Articles whose admission is not authorized by the Customs or other laws or regulations in force in either country ;

(d) A letter or document which constitutes an actual and personal correspondence, but 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, with mention of the address of the sender ;

(e) Obscene or immoral articles ;

(f) Live animals, except leeches ;

(g) An enclosure which bears an address different from that placed on the cover of the parcel ;

(h) Explosive, inflammable, or dangerous substances ;

(i) Coin, bank notes, currency notes, or any kind of securities payable to bearer ; platinum, gold, or silver, whether manufactured or unmanufactured ; precious stones, jewels, or other precious articles, in uninsured parcels.

2. When a parcel containing any prohibited article is handed over by one Administration to the other, the latter shall proceed in accordance with its laws and inland regulations. Explosive or inflammable articles, as well as documents, pictures, and other articles injurious to public morals may be destroyed on the spot by the Administration which has found them in the parcels.

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

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

3. If parcels wrongly admitted to the post are neither returned to origin nor delivered to the addressee, the Administration of origin must be informed in a precise manner of the treatment accorded to the parcels.

Article VI. — INSURANCE. (PARCELS WITH DECLARED VALUE.)

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

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

Article VII. — RESPONSIBILITY. INDEMNITY.

1. The Administrations of the two contracting countries will not be responsible for the loss of an ordinary parcel or for the abstraction or damage to its contents.

2. Except in the cases mentioned in the article following, the Administrations are responsible for the loss of insured parcels mailed in one of the two contracting countries for delivery in the other and for the loss, abstraction of, or damage to their contents, or a part thereof.

The sender, or any other rightful claimant, is entitled to compensation corresponding to the actual amount of the loss, abstraction, or damage. The amount of indemnity is calculated on the basis of the current price, or, in the absence of current price, the ordinary estimated value at the place where and the time when the parcel was accepted for mailing. However, the indemnity may not in any case be greater than the amount for which the parcel was insured, and on which the insurance fee has been collected, or the maximum amount of 500 gold francs.

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

4. In the case where indemnity is payable for the loss of a parcel or for the destruction or abstraction of the whole of the contents thereof, the rightful claimant is entitled to the return of the postal charges, if claimed. The insurance fees are in every case retained by the contracting Administrations.

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

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

7. The sender is bound to make up, pack, and seal insured parcels adequately. Moreover, the two Administrations assume no responsibility in case of loss, rifling, or damage caused by defects not noticed at the time of mailing.

Article VIII. — EXCEPTIONS TO THE PRINCIPLE OF RESPONSIBILITY.

The Administrations are relieved of all responsibility :

- (a) For parcels of which the addressee has accepted delivery without reservation ;
- (b) In case of loss or damage through *force majeure* (causes beyond control) although either Administration may at its option and without recourse to the other Administration pay indemnity for loss or damage due to *force majeure* even in cases where the Administration of the country in the service of which the loss or damage occurred recognizes that the damage was due to *force majeure*. The country responsible for the loss, abstraction, or damage must decide, in accordance with its internal legislation, whether this loss, abstraction, or damage is due to circumstances constituting a case of *force majeure* ;
- (c) When, their responsibility not having been proved otherwise, they are unable to account for parcels in consequence of the destruction of official documents through *force majeure* ;
- (d) When the damage has been caused by the fault or negligence of the sender or of the addressee or the representative of either, or when it arises from the nature of the article ;
- (e) For parcels which contain prohibited articles ;
- (f) In case the sender of an insured parcel, with intent to defraud, shall declare the contents to be above their real value ; this rule, however, shall not prejudice any legal proceedings necessitated by the legislation of the country of origin ;
- (g) For parcels seized by the Customs because of false declaration of contents ;
- (h) When no inquiry or application for indemnity has been made by claimant or his representative within a year commencing with the day following the posting of the insured parcel ;
- (i) For parcels which contain matter of no intrinsic value or perishable matter or which did not conform to the stipulations of this Agreement or which were not posted in the manner prescribed ; but the country responsible for the loss, rifling, or damage may pay indemnity in respect of such parcels without recourse to the other Administration.

Article IX. — TERMINATION OF RESPONSIBILITY.

Administrations cease to be responsible for parcels of which they have effected delivery in accordance with their internal regulations for parcels of the same kind.

Responsibility is, however, maintained when the addressee or, in case of return, the sender makes reservations in taking delivery of a parcel which has been abstracted or damaged.

Article X. — PAYMENT OF COMPENSATION.

The obligation to pay compensation, as well as the fees and charges due to be refunded, rests with the Administration to which the office of origin of the parcel is subordinate. However, in cases where the compensation is paid to the addressee in accordance with Article VII, Section 2, second paragraph, the obligation rests with the Administration of destination.

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

Article XI. — PERIOD FOR PAYMENT OF COMPENSATION.

1. The payment of compensation must take place as soon as possible, and at the latest within the period of one year counting from the day following that on which the claim is made.

However, the Administration responsible for making payment may exceptionally defer payment of indemnity for a longer period than one year, 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.

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

Article XII. — FIXING OF RESPONSIBILITY.

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

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

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

4. The Administration paying compensation takes over, to the extent of the amount paid, the rights of the person who has received it, in any action which may be taken against the addressee, the sender, or a third party.

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

Article XIII. — REPAYMENT OF COMPENSATION.

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

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

3. The reimbursement of the indemnities must be effected on the basis of the gold franc.

Article XIV. — FEE FOR CUSTOMS CLEARANCE.

The Administration of destination may collect at the time of delivery either in respect of delivery to the Customs and clearance through the Customs, or in respect of delivery to the Customs only, a fee not exceeding 50 centimes gold per parcel.

Article XV. — DELIVERY TO THE ADDRESSEE. FEE FOR DELIVERY AT THE PLACE OF ADDRESS.

Parcels are delivered to the addressees as quickly as possible in accordance with the conditions in force in the country of destination. This country may collect for delivery of parcels to the addressee a fee not exceeding 50 centimes gold per parcel. The same fee may be charged, if the case arises, for each presentation after the first at the addressee's residence.

Article XVI. — WAREHOUSING CHARGES.

The country of destination is authorized to collect the warehousing charge fixed by its legislation for parcels addressed "Poste Restante" or which are not claimed within the prescribed period. This charge may in no case exceed five francs gold.

Article XVII. — CUSTOMS CHARGES.

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

Article XVIII. — CUSTOMS CHARGES TO BE CANCELED.

The Customs charges on parcels sent back to the country of origin or redirected to another country shall be canceled both in Belgium and in the United States of America.

Article XIX. — RECALL AND CHANGE OF ADDRESS.

So long as a parcel has not been delivered to the addressee, the sender may recall it or cause its address to be changed. The Postal Administration of the country of origin may collect and retain for this service the charge fixed by its regulations. The requests for recall or change of address must be sent to the Central Administration at Washington in case of parcels destined for the United States, and to the office of destination in the case of parcels destined for Belgium.

Article XX. — CERTIFICATE OF MAILING. RECEIPTS.

The sender of an ordinary (uninsured) parcel will receive, on request made at the time of mailing, a certificate of mailing from the post office where the parcel is mailed, on a special form provided for the purpose; and each country may collect a reasonable fee for this certificate.

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

Article XXI. — RETURN RECEIPTS AND INQUIRIES.

1. The sender of an insured parcel may obtain an advice of delivery upon payment of such additional charges, if any, as the country of origin of the parcel shall stipulate and under the conditions laid down in the Regulations of Execution.

2. The country of origin has the right to charge a fee for any request for information relative to the disposal of an ordinary parcel or 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.

3. The country of origin also has the right to charge a fee for any complaint of irregularity which *prima facie* was not due to the fault of the postal service.

Article XXII. — MISSENT PARCELS.

Ordinary parcels, when missent, are reforwarded to their correct destination by the most direct route at the disposal of the reforwarding Administration. They must not be charged with Customs or other charges by that Administration.

Insured parcels, when missent, may be reforwarded to their destination only as insured mail. If this is impossible, they must be returned to origin.

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

When the reforwarding involves dispatch of a parcel to a third country and if the amount credited to the retransmitting Administration is insufficient to cover the expenses of retransmission which it has to defray, the retransmitting Administration allows to the Administration to which it forwards the parcel the credits due it; it then recovers the amount of the deficiency by claiming it from the office of exchange from which the missent parcel was directly received. The reason for this claim is notified to the latter by means of a bulletin of verification.

Article XXIII. — REFORWARDING.

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

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

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

3. At the request of the sender or addressee, parcels may also be reforwarded or returned to another country. Insured parcels may not, however, be reforwarded or returned except as such. The senders may mark the parcels: "Do not forward to a third country". In that case, the parcels must not be reforwarded to any other country. In case of loss, rifling, or damage of an insured parcel reforwarded to another country or returned by that country, the indemnity is decided upon exclusively in accordance with the provisions of Article VII, Section 6.

Article XXIV. — NON-DELIVERY.

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

2. At the time of mailing, the sender may indicate by a note on the back of the dispatch note and on the parcel itself, how his parcel is to be disposed of in case of non-delivery.

To this end, he may request that his parcel be :

- (a) Returned to sender ;
- (b) Considered as abandoned ; or
- (c) Delivered to another person in the country of destination.

No note other than those provided for above, or note of similar import, is permitted.

3. Barring contrary instructions, undeliverable parcels are returned to origin, without previous notification, 30 days after their arrival at the office of destination. Parcels which the addressee

refuses to accept shall be returned immediately. In all cases, the reason for non-delivery must be indicated clearly on the parcel.

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

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

5. Undeliverable parcels abandoned by the sender are not returned to origin by the Administration of destination, which treats them according to its legislation.

In case of insured parcels which are abandoned by the sender and which are undeliverable, a report will be prepared of the disposal of the parcel and the Administration of origin will be informed thereof.

6. The provisions of Article XXV, Section 2, shall be applied to a parcel which is returned in consequence of non-delivery.

Article XXV. — CHARGES.

1. For each parcel (ordinary or insured) exchanged between the two contracting countries, the dispatching Administration credits to the Administration of destination the quotas due to the latter and indicated in the Regulations of Execution.

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

- (a) The charges prescribed by Section 1 above ;
- (b) The Customs clearance, delivery, and storage charges provided for in Articles XIV, XV, and XVI ;
- (c) The charges for reforwarding or return.

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

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

Article XXVI. — POSTAL CHARGES OTHER THAN THOSE PRESCRIBED NOT TO BE COLLECTED.

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

Article XXVII. — AIR PARCELS.

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

COLLECT-ON-DELIVERY SERVICE.

Article XXVIII. — SUBJECT.

1. Collect-on-delivery parcels shall be accepted in all the offices open for parcel post service in the United States of America or in Belgium.
2. Collect-on-delivery parcels shall be accepted only when insured.
3. The provisions of Articles XXVIII-XXXIX of this Agreement do not cover transit collect-on-delivery parcels.

Article XXIX. — POSTAGE AND FEES.

1. Parcels bearing charges for collection on delivery shall be subject to the fees, conditions of mailing, and other formalities applicable to insured parcels without trade charges. The Administration of origin is entitled to collect from the sender of each parcel of this kind such collect-on-delivery fee, in addition to the required postage and other fees, as may be prescribed by its regulations.
2. The postage fees shall belong entirely to the country collecting them. No special account of these fees is to be made between the two Administrations except as stated in Article XXV.

Article XXX. — AMOUNT OF C. O. D.

1. The maximum amount to be collected on delivery shall be 300 gold francs or its equivalent in currency of the country of origin. This amount may be increased or decreased at any time by mutual agreement through correspondence between the two Administrations. The amount to be collected on delivery shall invariably be expressed in currency of the country of origin.
2. When the sender makes a request for any reduction or cancelation of the amount to be collected on delivery, the request shall be handled between the exchange offices which have handled the parcel, unless otherwise agreed to through correspondence.

Article XXXI. — SETTLEMENT.

1. The entire amount of the collect-on-delivery charges without any deduction for money order fee or collection charges is to be remitted to the sender by means of an international money order. The office delivering the C. O. D. parcel will collect from the addressee the full amount of the C. O. D. charges and in addition thereto such money order fees as are required to remit the amount of the C. O. D. charges to the sender in the country of origin.
2. The country effecting delivery of a C. O. D. parcel may at its option collect a reasonable amount, not in excess of 5 cents (25 centimes), from the addressee as a collection charge, but this amount is not to be deducted from the collection charges which are remitted to the sender.
3. Examination of the contents of a C. O. D. parcel by the addressee is prohibited until the C. O. D. charges and any other charges that may be due thereon have been collected even though the sender or addressee may make request that such action be permitted.

Article XXXII. — C. O. D. MONEY ORDERS.

1. Every advice of a money order, issued in either country in payment of C. O. D. charges on a parcel, must show plainly the C. O. D. (insured) number of the parcel and bear the letters "C. O. D." or the word "Remboursement" in a conspicuous position.
2. The C. O. D. money order advice lists shall show, in addition to the usual details, the C. O. D. (insured) number of the parcels. No C. O. D. money order shall be listed unless the remitter's name and payee's name and exact address are included.

Article XXXIII. — EXCHANGE AND BILLING OF C. O. D. PARCELS.

1. Parcels with C. O. D. charges shall be exchanged through the offices appointed for the exchange of insured parcels without C. O. D. charges. The exchanges shall be effected in direct dispatches in sacks containing nothing but C. O. D. parcels, the letters "C. O. D." or the word "Remboursement" being entered conspicuously in the documents covering them, as well as on the labels of the sacks. Such parcels will be listed in separate bills to show, in respect to each parcel, the C. O. D. number, post office and state of origin, and the C. O. D. amount.

2. Upon receipt of a dispatch of C. O. D. parcels, at the exchange office of the country of destination, the dispatch must be carefully checked and otherwise treated as provided in Article 8 of the Regulations of Execution.

Article XXXIV. — LISTS OF C. O. D. MONEY ORDERS.

The post offices of New York and of Brussels I shall be the only ones to send lists of C. O. D. money orders, and such money orders shall be listed separately from the ordinary money orders and the list shall be marked "Collect-on-delivery" or "Remboursement".

Article XXXV. — UNPAYABLE MONEY ORDERS.

1. The C. O. D. money orders which have not been paid to the payee for any reason shall be subject to the disposition of the Administration of the country of origin of the parcels to which they relate.

2. When it appears that the C. O. D. service was used in furtherance of a scheme to defraud, payment of the money orders in question will be withheld, if practicable, and the orders disposed of in accordance with the equities of each case under the rules and regulations of the country of origin of the C. O. D. parcels involved.

3. As for other formalities, C. O. D. money orders shall be subject to the provisions governing the money order exchange between the two countries.

Article XXXVI. — RESPONSIBILITY FOR C. O. D. PARCELS.

1. In case an insured C. O. D. parcel has been lost, rifled, or damaged, the responsibility of the Administrations will be that provided for an insured parcel without C. O. D. charges, in conformity with the provisions in Article VII.

2. When a C. O. D. parcel has been delivered to the addressee without collection of the amount of the C. O. D. charges, the sender or any other rightful claimant is entitled to an indemnity corresponding to the C. O. D. amount not remitted, provided that he has made his claim in due time and unless the delivery without collecting the charges has arisen from the fault or negligence of the sender or from the transmission of the contents in parcel-post mails being prohibited.

This stipulation also applies in the case that a lower amount than the full C. O. D. charge is collected from the addressee.

The indemnity provided for in this section may not in any case exceed the C. O. D. amount.

3. As to the fixing of the responsibility and the payment of the indemnity the same stipulations shall be applied as are provided for insured parcels not sent C. O. D.

4. When a C. O. D. parcel for which indemnity has been paid is recovered, the delivery office will deliver the parcel and collect the charges, hold such amount and request instructions from the Administration to which his office is subordinate. If the addressee, however, refuses to accept a recovered parcel and pay the charges, the delivering office will hold it and seek instructions as to its disposition. In the latter case, the Administration which paid the indemnity shall determine the disposition to be made of the parcel involved.

Article XXXVII. — MARKING OF C. O. D. PARCELS.

Each C. O. D. parcel and the relative dispatch note must bear, on the address side, the conspicuous impression of a stamp or label reading "Collect-on-delivery" or "C. O. D.," or "Remboursement". Beside these words there must appear the number given the parcel which shall be the insurance number. Moreover, there must be entered in this space in roman letters written in full and in arabic figures, the exact amount of the collect-on-delivery charges, which should not include the additional money order fees collected in the country making delivery of the parcel for making remittance to the sender in the country of origin.

Article XXXVIII. — REDIRECTION. RECALL.

1. Unless mutually otherwise agreed, C. O. D. parcels shall not be reforwarded to a third country.

2. The sender of a C. O. D. parcel may cause it to be recalled upon complying with such requirements as may be established in this connection by the country of origin.

Article XXXIX. — NON-DELIVERY.

In case his C. O. D. parcel is undeliverable as addressed, the sender may provide for other disposition to be made of it, the same as in the case of parcels without trade charges and as stipulated in Article XXIV.

Article XL. — TEMPORARY SUSPENSION OF SERVICES.

When there are special reasons for doing so, either Administration may suspend temporarily the parcel post service, in whole or in part, or restrict it to certain offices, but on condition that the other Administration be informed of this measure in advance, if necessary by telegraph.

Article XLI. — EXECUTION OF THE SERVICE BY THE SOCIÉTÉ NATIONALE DES CHEMINS DE FER BELGES.

The Administration of Posts of Belgium reserves the right to have the provisions of the present Agreement executed by the Société nationale des Chemins de fer belges.

Article XLII. — MATTERS NOT PROVIDED FOR IN THE PRESENT AGREEMENT.

1. All questions concerning requests for recall or change of address of parcels, the obtaining and disposition of return receipts, and the settlement of claims for indemnity for insured parcels which are not provided for in this Agreement shall be subject to the provisions of the Universal Postal Union Convention and its Regulations of Execution and of the Agreement concerning Money Orders in force between the two countries, in so far as they are applicable and are not contrary to the foregoing provisions. If the case is not provided for at all, the domestic legislation of the United States of America or of Belgium, or the decisions made by one country or the other, are applicable in the respective country.

2. The details relative to the application of the present Agreement will be fixed by the two Administrations in Regulations of Execution, the provisions of which may be modified or completed by common consent by way of correspondence.

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

Article XLIII. — DURATION OF THE AGREEMENT.

1. This Agreement substitutes and abrogates the Convention of the 19th of November 1904 and the additional Agreement of the 30th of March 1922.

2. It will become effective on the date of ratification and, pending ratification, the operations contemplated thereunder will commence on a date fixed by mutual consent of the Administrations of the two countries.

3. It will remain in force until one of the two contracting Administrations has notified the other, six months in advance, of its intention to abrogate it.

Done in duplicate and signed at Washington, the 5th day of January 1939.

(Seal) R. V. STRATEN
Belgian Ambassador.

(Seal) James A. FARLEY,
*The Postmaster General
of the United States of America.*

REGULATIONS OF EXECUTION

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

The following Detailed Regulations for the execution of this Agreement have been agreed upon by the Administrations of the United States of America and of Belgium.

Article 1. — LIMITS OF WEIGHT AND SIZE.

Parcels exchanged under the provisions of this Agreement may not exceed 44 pounds (20 kilograms) in weight nor 4 feet (1.25 meters) in length nor have a volume greater than 2 cubic feet (55 cubic decimeters).

The limits of weight and size stated above may be changed from time to time by agreement made through correspondence.

Article 2. — PREPARATION OF PARCELS.

1. The name and address of the sender and of the addressee must be written, legibly and correctly in Roman letters on the parcel itself if possible, or on a label securely affixed to the parcel. It is recommended that a copy of the address be inserted in every parcel, especially when the use of a tag for the address is rendered necessary by the packing or form of the parcel.

Parcels on which the name of the sender or of the addressee is indicated by initials are admitted only when the initials are the adopted trade name of the sender or addressee.

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

2. Each parcel must be packed in such a way that the contents are protected over the whole route, and in such a way that the contents may not damage other parcels or objects or injure postal agents. The packing must protect the contents sufficiently that, in case of rifling, the traces thereof may be easily discovered.

Insured parcels must be sealed by means of wax, lead, or other seals. Ordinary parcels may be sealed at the option of the sender, or careful tying is sufficient as a means of closing. As a protective measure, either Administration may require that a special imprint or mark of the sender appear on the wax or lead seals closing insured parcels.

The Customs Administration of the country of destination is authorized to open the parcels. To this end, the seals or any other fastenings may be broken. In such case, these parcels must be refastened and also officially resealed after inspection.

3. Each insured parcel must bear on the address side an insurance number and must bear a label with the words "Insured" or "Valeur déclarée", or these words must be marked or stamped on the parcel.

4. In case of insured parcels, the amount of insured value must appear, in currency of the country of origin, on the parcel and on the dispatch note, in roman letters spelled out in full and in arabic figures.

The amount of the insured value must be converted into gold francs and the result of the conversion is to be shown by new figures placed beside or below those representing the amount of insured value in the currency of the country of origin.

In addition, the exact weight of each parcel must be written by the Administration of origin on the address side of the parcel and on the dispatch note in the place reserved for this purpose.

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

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

7. Powders and dyes in powder form must be packed in strong boxes of tin or other metal, hermetically closed and sealed and placed in turn in a second substantial outer cover in such a way as to avoid all damage to other articles.

Article 3. — DISPATCH NOTES AND CUSTOMS DECLARATIONS.

1. The sender shall prepare one Customs declaration for each parcel destined for the United States of America and two Customs declarations for each parcel destined for Belgium, on a special form provided for the purpose by the country of origin.

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

However, as an exception to the foregoing, the use of only one Customs declaration for parcels sent to the United States and two declarations for parcels sent to Belgium may serve for a single consignment of any number of uninsured parcels sent by the same sender to the same addressee at the same time. In this case the Customs declarations shall show, in addition to the particulars set forth in the preceding paragraph, the total number of parcels comprising the shipment, and shall be securely attached to one of the parcels. The parcels comprising the entire shipment shall be clearly marked in such case with a fractional number, the numerator of which will indicate, in arabic figures, the number of the parcel, and the denominator the number of parcels comprising the shipment; for example, if a single shipment were composed of 15 parcels, each parcel would be numbered respectively, $1/15$, $2/15$, $3/15$, etc.

2. The sender shall also prepare one dispatch note in accordance with the forms in use in the country of origin for each parcel or for each consignment of several ordinary parcels sent from the same sender to the same person and mailed simultaneously.

3. The Administrations accept no responsibility for the incorrectness of the information on the Customs declarations or on that part of the dispatch notes which is filled in by the public.

Article 4. — RETURN RECEIPTS.

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

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

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

Article 5. — RECEPACLES.

1. The Postal Administrations of the two contracting countries shall provide the bags necessary for the dispatch of their parcels and each bag shall be marked to show the name of the office or country to which it belongs.

2. Bags must be returned empty to the dispatching office by the next mail. Empty bags to be returned are made up in bundles of ten, enclosing nine bags in one. The total number of bags returned shall be entered on the relative parcel bills.

3. In case ten per cent of the total number of bags used during the year have not been returned, the value of the missing bags must be repaid to the Administration of origin.

Article 6. — 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 dispatched to the country of destination by the country of origin at its cost and by such means as it provides.

The weight of each sack may not exceed 50 kilograms.

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

Article 7. — ENTRY OF PARCELS ON THE PARCEL BILLS.

1. Insured and ordinary parcels are entered on separate parcel bills. The parcel bills are prepared in duplicate. The original is sent in the regular mails while the duplicate is inserted in one of the sacks. The sack containing the parcel bill is designated by the latter " F " traced in a conspicuous manner on the label.

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

The ordinary parcels included in each dispatch sent to Belgium are entered on the parcel bills to show their total number for each of the following divisions of weight :

- (a) Up to 2 pounds (1 kg.) ;
- (b) Over 2 and up to 11 pounds (5 kgs.) ;
- (c) Over 11 and up to 22 pounds (10 kgs.) ;
- (d) Over 22 but not exceeding 33 pounds (15 kgs.) ;
- (e) Over 33 but not exceeding 44 pounds (20 kgs.).

3. Insured parcels are entered individually in the parcel bills. The entry for each parcel comprises the insurance number of the parcel as well as the name of the office of origin.

For parcels sent to the United States, the total net weight of all the parcels must also be shown.

For parcels sent to Belgium, the indication relative to the division of weight must also be entered, as in the case of ordinary parcels.

4. Parcels sent in open mail must be entered separately in the parcel bills.

5. Returned or reforwarded parcels must be entered individually in the parcel bills, and the entry is followed by the word " Returned " or " Redirected " as the case may be. Also, any charges due on these parcels should be indicated in the " Observations " column.

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

7. Each dispatching exchange office must number the parcel bills in the upper left-hand corner, beginning every year a new series for each exchange office of destination. The last number of the preceding year must be indicated on the parcel bill of the first dispatch of the following year.

8. The exact method of entering parcels or the receptacles containing them sent in transit by one Administration to the other, as well as all details of procedure in connection with the method of entering such parcels or such dispatches, for which no provision is made above, will be decided upon by mutual consent through correspondence by the two Administrations.

Article 8. — VERIFICATION BY THE EXCHANGE OFFICE.

1. On receipt of a parcel mail, the office of exchange of destination proceeds to check the parcels and the various documents which accompany them. If a parcel is missing or if the exchange office detects errors or omissions on the parcel bill, it immediately makes the necessary corrections, taking care to strike out the incorrect entries in such a way as to leave the original entries legible. These corrections are made by two officers. Except in case of obvious error, they are accepted in preference to the original statement.

A bulletin of verification is, in addition, prepared by the office of destination and sent without delay, in duplicate, to the dispatching exchange office.

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

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

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

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

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

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

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

Article 9. — CHARGES.

1. For each parcel (ordinary or insured) exchanged between the two contracting countries, the dispatching Administration shall pay a terminal credit as follows :

- (a) For parcels originating in Belgium, addressed to the United States of America :
70 centimes gold per kilogram computed on the bulk net weight of each dispatch.
- (b) For parcels originating in the United States of America, addressed to Belgium :
60 centimes gold for each parcel not exceeding 1 kg. (2 lbs.) in weight.
90 centimes gold for each parcel over 1 but not exceeding 5 kgs. (11 lbs.) in weight.

1.30 franc gold for each parcel over 5 but not exceeding 10 kgs. (22 lbs.) in weight.

1.80 franc gold for each parcel over 10 but not exceeding 15 kgs. (33 lbs.) in weight.

2.20 francs gold for each parcel over 15 but not exceeding 20 kgs. (44 lbs.) in weight.

In addition, for each insured parcel, regardless of its insured value, the dispatching Administration shall pay an insurance terminal credit of 10 centimes gold.

2. In the case of parcels originating in Belgium which are sent to the United States of America for onward dispatch to a possession of the latter country or, in closed mails, to a third country, the Administration of Belgium shall pay to the Administration of the United States as a transit credit 70 centimes gold per kilogram when only sea transit is provided ; 1.15 franc gold per kilogram when only land transit is provided ; and 1.50 franc gold per kilogram when both land and sea transit are provided, based on the bulk net weight of each dispatch. In addition, in the case of insured parcels, there shall be paid an insurance credit of 10 centimes gold per parcel (regardless of its insured value) for each land and sea transit involved.

Also, in the case of parcels for the possessions of the United States of America, the Administration of Belgium shall pay to the Administration of the United States the following terminal credits, based on the bulk net weight of each dispatch :

For parcels for Alaska, 70 centimes gold per kilogram.

For parcels for Puerto Rico, the Virgin Islands, Guam, Samoa, and Hawaii, 35 centimes gold per kilogram.

In addition, for each insured parcel, regardless of its insured value, there shall be paid an insurance terminal credit of 10 centimes gold.

3. In the case of parcels originating in the United States of America which are sent in transit through Belgium for the Belgian Congo and the Grand Duchy of Luxemburg, the Administration of the United States of America will pay to the Administration of Belgium the fees appearing in Column 7 of Belgian Form C. P. 1 relative to each of these two headings.

In addition, in the case of insured parcels, the Administration of the United States of America will allow to Belgium :

1st. For parcels for the Belgian Congo :

(a) Via Anvers-Banana, 0.25 franc gold for a declared value not over \$100.
0.40 franc gold for a declared value over \$100.

(b) Via Anvers-Lobito, 0.30 franc gold for a declared value not over \$100.
0.50 franc gold for a declared value over \$100.

(c) Via Anvers-Egypt, 0.35 franc gold for a declared value not over \$100.
0.60 franc gold for a declared value over \$100.

(d) Via Alsace-Lorraine, Switzerland, Italy, and Egypt, 0.50 franc gold for a declared value not over \$100. 0.90 franc gold for a declared value over \$100.

2nd. For parcels for the Grand Duchy of Luxemburg, 0.15 franc gold for a declared value not over \$100. 0.20 franc gold for a declared value over \$100.

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

Article 10. — ACCOUNTING.

1. Each Administration will prepare a statement monthly for each of its exchange offices covering all the dispatches received from the exchange offices of the other Administration, conforming to model CP 14 of the international Agreement, of the sums entered upon each parcel bill whether

to its credit or to its debit. These statements will then be summarized by the same Administration in an account conforming to model CP 15 of the international Agreement.

2. This account accompanied by the monthly statements, the parcel bills, and the bulletins of verification pertaining thereto, if any, will be submitted for the examination of the other Administration in the course of the month following that to which it relates. The monthly accounts, having been verified and accepted by both parties, will be comprised in a general account every three months by the creditor Administration.

3. The balance resulting from the reciprocal accounts between the two Administrations will be paid by the debtor Administration to the creditor Administration in the currency of the creditor Administration by means of drafts payable at sight at the capital or a commercial city of that country, the cost of payment to be at the charge of the indebted Administration.

4. The preparation, sending out, and payment of the accounts shall be effected in the shortest time possible and at the latest before the expiration of the following quarter. After this time, the sums due from one Administration to the other shall bear interest at 7% per annum, counting from the day of the expiration of the said period.

Article II. — MISCELLANEOUS NOTIFICATIONS.

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

These Regulations shall come into operation on the day on which the Parcel Post Agreement comes into force and shall have the same duration as the Agreement.

Done in duplicate and signed at Washington, the 5th day of January 1939.

(Seal) R. v. STRATEN
Belgian Ambassador.

(Seal) James A. FARLEY,
*The Postmaster General
of the United States of America.*

I hereby certify that this is a true and complete textual copy of the original Agreement between the United States and Belgium concerning the exchange of parcel post in all the languages in which the original was signed.

James A. Farley,
Postmaster General.