

N° 4743.

ÉTATS-UNIS D'AMÉRIQUE
ET LITHUANIE

Arrangement relatif à l'échange des colis postaux. Signé à Kaunas, le 4 décembre 1939, et à Washington, le 28 décembre 1939.

Textes officiels anglais et lithuanien communiqués par l'envoyé extraordinaire et ministre plénipotentiaire des États-Unis d'Amérique à Berne. L'enregistrement a eu lieu le 21 août 1940.

UNITED STATES OF AMERICA
AND LITHUANIA

Parcel Post Agreement. Signed at Kaunas, December 4th, 1939, and at Washington, December 28th, 1939.

English and Lithuanian official texts communicated by the Envoy Extraordinary and Minister Plenipotentiary of the United States of America at Berne. The registration took place August 21st, 1940.

No. 4743. — PARCEL POST AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND LITHUANIA. SIGNED AT KAUNAS, DECEMBER 4TH, 1939, AND AT WASHINGTON, DECEMBER 28TH, 1939.

For the purpose of concluding an arrangement for the exchange of parcel-post packages between the United States of America (including Alaska, Hawaii, Puerto Rico, Guam, Samoa, and the Virgin Islands of the United States) and Lithuania, the Postmaster General of the United States of America and the Director General of Posts and Telegraphs of Lithuania, by virtue of authority vested in them, have agreed upon the following articles :

Article 1. — OBJECT OF THE AGREEMENT.

Ordinary, insured, and collect-on-delivery parcels are admitted in the reciprocal relations under the conditions set forth below. Such parcels may also be sent in transit through either country under the conditions prescribed from time to time by the intermediate Administration.

A. ORDINARY AND INSURED PARCELS.

Article 2. — LIMITS OF WEIGHT AND SIZE.

1. No parcel shall exceed 44 pounds (20 kilograms) in weight nor the following dimensions :

Length, 4 feet (120 centimeters) ; provided that parcels over 42 inches (105 centimeters) but not over 44 inches (110 centimeters) long do not exceed 24 inches (60 centimeters) in girth ; that parcels over 44 inches (110 centimeters) but not over 46 inches (115 centimeters) long do not exceed 20 inches (50 centimeters) in girth ; and that parcels over 46 inches (115 centimeters) but not over 4 feet (120 centimeters) long do not exceed 16 inches (40 centimeters) in girth.

Parcels which are three and one-half feet (105 centimeters) or less in length may not exceed 6 feet (180 centimeters) in length and girth combined.

2. As regards the exact calculation of the weight and dimensions of parcels, the view of the dispatching office shall be accepted, except in cases of obvious error.

Article 3. — POSTAGE AND FEES.

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

2. Except in the case of returned or redirected parcels, the postage and such of the fees mentioned in the preceding section as are applicable must be prepaid.

Article 4. — PREPARATION OF PARCELS.

1. The name and address of the sender and of the addressee must be legibly and correctly written in every case when possible on the parcel itself or on a label gummed thereto, and, in the case of parcels addressed by tag only because of their shape or size, must also be written on a separate slip which slip must be enclosed in the parcel. It is recommended that such address slips be enclosed in all parcels.

¹ Came into force February 1st, 1940.

Parcels will not be accepted when sent by or addressed to initials, unless the initials are the adopted trade name of the senders or addressees.

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

2. The sender shall prepare one Customs declaration for each parcel sent from Lithuania and two Customs declarations for each parcel sent from the United States of America, upon a special form provided for the purpose, which Customs declarations shall give a general description of the parcel, an accurate statement in detail of its contents and value, date of mailing, the weight, the sender's name and address, and the name and address of the addressee ; and shall be securely tied to the parcel. The Customs declarations of insured parcels must be marked or labeled or stamped " Insured ".

3. The Administrations accept no responsibility for the correctness of the Customs declarations.

4. Parcels must be packed in boxes of wood or other strong material adequate for the length of the journey and for the protection of the contents. Ordinary parcels may be closed by means of wax, lead seals, or otherwise.

Insured parcels must be closed and securely sealed with wax or otherwise, but the country of destination shall have the right to open them as well as ordinary parcels (including the right to break the seals) in order to inspect the contents. Parcels which have been so opened shall be closed again and officially sealed, except that in the case of ordinary parcels they need not be sealed if they were not sealed by the sender in the first instance.

Either Administration may require a special impress or mark of the sender in the sealing of insured parcels mailed in its service, as a means of protection.

5. On the address side, each insured parcel must bear a label with the word " Insured ", or be stamped or marked with the same word in close proximity to the number given the parcel, and it must also bear an indication of the amount of the insured value, mentioned fully and legibly in the currency of the country of origin and in roman letters. This amount must be converted into gold francs by the sender or by the office of origin, and the result of the conversion is added below the original description.

6. The labels or stamps on insured parcels must be so placed that they cannot serve to conceal injuries to the covers. They must not be folded over two sides of the cover so as to hide the edge.

7. Any liquid or any substance which easily liquefies must be packed in a double receptacle. Between the inner receptacle (bottle, flask, pot, box, etc.) and the outer (box of metal, strong wood, strong corrugated cardboard, or strong fibreboard, or receptacle of equal strength) shall be left a space which shall be filled with sawdust, bran, or some other absorbent material in sufficient quantity to absorb all the liquid contents in the case of breakage.

8. Powders and dyes in powder form must be packed in metal containers which containers must be enclosed in substantial outer covers so as to afford the utmost protection to the accompanying mail matter.

Article 5. — PROHIBITIONS.

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

(a) A letter or a communication having the nature of an actual and personal correspondence. Nevertheless, it is permitted to enclose in a parcel an open invoice confined to the particulars which constitute an invoice, and also a simple copy of the address of the parcel, that of the sender being added.

(b) An enclosure which bears an address other than that of the addressee of the parcel or that of a person living with him.

(c) Any live animals (except leeches).

(d) Any article of which the admission is not authorized by the Customs or other laws or regulations in force in either country.

(e) Any explosive or inflammable article and, in general, any article of which the conveyance is dangerous.

2. When a parcel contravening any of these prohibitions is handed over by one Administration to the other, the latter shall proceed in accordance with its laws and its inland regulations.

3. The two Postal Administrations shall furnish each other with a list of prohibited articles ; but they will not thereby undertake any responsibility whatever towards the police, the Customs Authorities, or the senders of parcels.

Article 6. — CUSTOMS DUTIES.

The parcels shall be subject in the country of destination to all Customs duties and all Customs regulations in force in that country for the protection of its Customs revenue, and the Customs duties properly chargeable thereon shall be collected on delivery, in accordance with the Customs regulations of the country of destination.

Article 7. — 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.

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 8. — BILLING OF PARCELS.

1. The insured parcels and the ordinary parcels are entered in 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 parcel sacks. The sack containing the parcel bill is designated by the letter « F » conspicuously marked on the label.

2. The ordinary parcels included in each dispatch sent to Lithuania are to be entered in bulk on the parcel bills, but by classes of parcels (a) up to 1 kilogram in weight, (b) from 1 to 5 kilograms, (c) from 5 to 10 kilograms, (d) from 10 to 15 kilograms, and (e) from 15 to 20 kilograms.

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

Insured parcels shall be entered individually on the parcel bills to show the insurance number and the name of the office of origin.

In the case of insured parcels for Lithuania, the parcel bills must also show the indication of the division of weight to which the parcel belongs.

In the case of insured parcels for the United States of America, the parcel bills must also show the total net weight of the parcels.

3. Returned or redirected parcels must be entered individually on the parcel bills and must be followed by the word " Returned " or " Redirected ", as the case may be. A statement of the charges which may be due on these parcels should be shown in the " Observations " column.

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

5. Parcels sent *à découvert* must be entered separately on the parcel bills.

6. Each dispatching office of exchange shall number the parcel bills in the upper left-hand corner, commencing each year a fresh series for each office of exchange of destination. The last number of the year shall be shown on the parcel bill of the first dispatch of the following year.

7. The exact method of advising parcels or the receptacles containing them sent by one Administration in transit through the other, together with any details of procedure in connection with the advice of such parcels or receptacles for which provision is not made in this Agreement, shall be settled by mutual agreement through correspondence between the two Administrations.

Article 9. — INSURANCE.

1. The sender of a parcel may have the same insured up to a sum not exceeding two hundred dollars, when mailed in the United States of America, or 1200 litas, when mailed in Lithuania.

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

2. The insurance of all parcels containing coin, bank notes, paper money, bullion, jewelry, or any other precious article exchanged between the two Administrations is obligatory.

If a parcel containing coin, bank notes, paper money, bullion, jewelry, or any other precious article, is mailed uninsured, it shall be placed under insurance by the post office which first observes the fact of its having been mailed uninsured and treated in accordance with the regulations of the country placing the matter under insurance.

Article 10. — RETURN RECEIPTS AND INQUIRIES.

1. The sender of an insured parcel may obtain an advice of delivery upon payment of such additional charge, if any, as the country of origin of the parcel shall stipulate.

2. A fee may be charged, at the option of the country of origin, on a request for information as to the disposal of an ordinary parcel and also of an insured parcel made after it has been posted if the sender has not already paid the special fee to obtain an advice of delivery.

A fee may also be charged, at the option of the country of origin, in connection with any complaint of any irregularity which *prima facie* was not due to the fault of the Postal Service.

3. When an advice of delivery is desired, the sender or office of origin shall write or stamp on the parcel and the Customs declaration in a conspicuous manner, the words "Return receipt requested", "Advice of delivery requested", or the letter "A. R."

Article 11. — INDEMNITY.

1. Neither the sender nor the addressee of an ordinary (uninsured) parcel shall be entitled to compensation for the loss of the parcel or for the abstraction of or damage to its contents.

2. Except in cases of loss or damage through *force majeure* as that term is defined by the legal decisions or rulings of the country in the service of which the loss or damage occurs, when an insured parcel has been lost, rifled, or damaged, the sender or other rightful claimant is entitled to an indemnity corresponding to the actual amount of loss, rifling, or damage, based on the actual value at the time and place of mailing of the lost, rifled, or damaged article; unless the loss, rifling, or damage has arisen from the fault or negligence of the sender or the addressee, or of the representative of either, or from the nature of the article; provided that the indemnity shall not exceed the sum for which the required insurance fee was paid in the country of origin.

While, as stated in the preceding paragraph, the Administrations are not obligated to pay indemnity in the case of loss or damage due to *force majeure*, 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 the 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*.

3. In the absence of special agreement to the contrary between the countries involved (which agreement may be made through correspondence) no indemnity will be paid by either country for the loss, rifling, or damage of transit insured parcels originating in one of the two contracting countries addressed for delivery in some other country not a party to this Agreement or originating in a third country addressed for delivery to one of the two contracting countries.

4. In case an insured parcel originating in one country and addressed for delivery in the other country is forwarded or returned from the country of original address to a third country, the rightful claimant shall be entitled to only such indemnity, if any, for any loss, rifling, or damage which occurs subsequent to the redispach of the parcel in the country of original address, as the country in which the loss, rifling, or damage occurred is willing or obligated to pay under any agreement in force between the countries directly involved in the forwarding or return. Either country adhering to this Agreement which improperly forwards an insured parcel to a third country shall be responsible therefor to the extent of liability of the country of origin to the sender within the limit of indemnity fixed by this Agreement.

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

6. No compensation shall be given for loss, injury, or damage consequential upon, *i. e.*, indirectly arising from, the loss, non-delivery, damage, misdelivery, or delay of any insured parcel transmitted under this Agreement, nor for parcels seized by the Customs because of false declaration of contents.

7. No indemnity will be paid for insured parcels which contain matter of no intrinsic value nor for perishable matter or matter prohibited transmission in the parcel-post mails exchanged between the contracting Administrations or which 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.

8. Either of the Administrations may at its option reimburse the rightful claimant in the event of complete loss, irreparable damage of entire contents, or rifling of entire contents for the amount of postage or special charges borne by an insured parcel, if claimed. The insurance fees are not returned in any case.

9. No responsibility will be admitted for insured parcels which cannot be accounted for in consequence of the destruction of official documents through causes beyond control.

10. In case the sender, addressee, or owner of an insured parcel, or his representative shall at any time knowingly allege the contents to be above their real value, or whenever any false, fictitious, or fraudulent evidence is knowingly and wilfully introduced, the Administration responsible for the indemnity reserves the right without any refund of fee or postage to decline to pay indemnity or pay such indemnity as may in its discretion be considered equitable in the light of the evidence produced. The enforcement of this rule shall not prejudice any legal proceedings to which such fraudulent evidence may have rendered the claimant liable.

11. When an insured article has been lost, rifled, or damaged, the Administration of origin shall pay indemnity to the rightful claimant as soon as possible and at the latest within a period of one year counting with the day following that on which the application is made, which payment shall be made on account of the Administration of destination, if that Administration is responsible for the loss, rifling, or damage, and has been duly notified.

12. However, the Administration of origin may, in the cases indicated in the foregoing section, exceptionally defer payment of indemnity for a longer period than that stipulated if, at the expiration of that period, it has not been able to determine the disposition made of the article in question or the responsibility incurred.

13. Except in cases where payment is exceptionally deferred as provided in the foregoing section, the country of origin is authorized to pay indemnity on behalf of the country of destination

if that country has, after being duly informed of the application for indemnity, let nine months pass without settling the matter.

14. The obligation of paying the indemnity shall rest with the country to which the mailing office is subordinate. That country can make a claim on the country responsible, that is to say, against the Administration on the territory or in the service of which the loss, rifling, or damage took place.

15. The country responsible for the loss, rifling, or damage and on whose account payment is made is bound to repay to the country making payment on its behalf, without delay and within not more than nine months after receiving notice of payment, the amount of indemnity paid.

16. Repayments are to be made free of cost to the creditor country by means of either a money order or a draft, or in money valid in the creditor country, or by such other means as may be mutually agreed upon by correspondence.

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

If the loss, abstraction, or damage has occurred in the course of conveyance without its being possible to ascertain in which service the irregularity took place, the Postal Administrations concerned bear the loss in equal shares.

18. Responsibility for loss, rifling, or damage of an insured parcel discovered by the receiving office of exchange at the time of opening the receptacles and duly notified to the dispatching office of exchange by bulletin of verification, shall fall upon the Administration to which the dispatching office of exchange is subordinate unless it be proved that the loss, rifling, or damage occurred in the service of the receiving Administration.

19. The responsibility of properly enclosing, packing, and sealing insured parcels rests upon the sender, and the postal service of neither country will assume liability for loss, rifling, or damage arising from defects which may not be observed at the time of posting.

Article 12. — TRANSIT PARCELS.

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

2. Each Administration shall inform the other to which countries and under what conditions parcels may be sent through it as intermediary.

3. To be accepted for onward transmission, parcels sent by one of the contracting Administrations through the service of the other Administration must comply with the conditions prescribed from time to time by the intermediary Administration.

Article 13. — CHECK BY OFFICE OF EXCHANGE.

1. On the receipt of a parcel mail, the receiving office of exchange shall check it. The insured parcels must be carefully compared with the accompanying bills. Any discrepancies or irregularities noted shall be immediately reported to the dispatching office of exchange by means of a bulletin of verification. If report is not made promptly, it will be assumed that the mail and the accompanying bills were in every respect in proper order.

2. In the case of any discrepancies or irregularities in a mail, such record shall be kept as will permit of the furnishing of information regarding the matter in connection with any subsequent investigation or claim for indemnity which may be made.

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

4. Insured parcels bearing evidence of violation or damage must have the facts noted on them and be marked with the stamp of the office making the note, or a document drawing attention to the violation or damage must be forwarded with the parcels.

Article 14. — FEES FOR CUSTOMS FORMALITIES AND FOR DELIVERY. DEMURRAGE CHARGES.

1. The Administration of the country of destination may collect from the addressee for the fulfilment of Customs formalities a charge not exceeding 15 cents or 1 litas for each parcel.

2. The Administration of delivery may collect from the addressee for delivery a fee not exceeding 25 cents or 1 litas 50 centas for each parcel and an additional delivery charge of like amount for each time a parcel is presented at the residence of the addressee after one unsuccessful presentation.

3. Each Administration may impose reasonable storage or demurrage charges in case the addressee fails to accept delivery of any parcel within such reasonable time as is prescribed by the Administration of the country of destination.

Article 15. — REDIRECTION.

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

2. When a parcel is redirected to either country, new postage as well as new insurance fees, in the case of insured parcels (which, when redirected, must be dispatched in the same kind of mails as received) may, if not prepaid, be collected upon delivery and retained by the Administration making the collection. The Administration making delivery shall fix the amount of such fees and postage when not prepaid.

3. Insured parcels shall not be forwarded or returned to another country unless they are forwarded or returned as insured mail. Senders may indorse insured parcels "Do not forward to a third country", in which event the parcels shall not be forwarded to any other country. Unless such parcels are indorsed to indicate that the senders do not wish them forwarded to any country other than that of mailing or within the country of original address, they may be forwarded to a third country if they are forwarded as insured mail. Insured parcels may be returned to the sender in a third country in accordance with a return address on the parcels, if they can be returned as insured mail. In the case of loss, rifling, or damage of an insured parcel forwarded or returned to a third country, indemnity will be paid only in accordance with the stipulations of Article 11, Section 4, of this Agreement.

Article 16. — POSTAL CHARGES OTHER THAN THOSE PRESCRIBED NOT TO BE COLLECTED.

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

Article 17. — RECALL AND CHANGE OF ADDRESS.

So long as a parcel has not been delivered to the addressee, the sender may recall it or cause its address to be altered. The requests for return or change of address, which must conform to the rules laid down by the domestic regulations of the contracting Administrations, are to be addressed to the Central Administration at Washington when they relate to parcels sent to the United States of America, and to the exchange offices when they relate to parcels sent to Lithuania.

Article 18. — NON-DELIVERY.

1. In the absence of a request by the sender to the contrary, a parcel which cannot be delivered shall be returned to the sender without previous notification. New postage as well as

new insurance fees, in the case of insured parcels (which must be returned in the same kind of mail as received), may be collected from the sender and retained by the Administration making the collection.

2. The sender of a parcel may request, at the time of mailing, that if the parcel cannot be delivered as addressed, it shall be either (a) treated as abandoned or (b) tendered for delivery at a second address in the country of destination. No other alternative is admissible. If the sender avails himself of this facility, his request must appear on the parcel and on the Customs declaration tied to the parcel and must be in conformity with or analogous to one of the following forms :

“ If not deliverable as addressed Abandon. ”

“ If not deliverable as addressed Deliver to ”

3. Except as otherwise provided, undeliverable parcels in both countries will be returned to the senders at the expiration of thirty days from the date of receipt at the post office of destination, while refused parcels will be returned at once, the parcels in each case to be marked to show the reason for non-delivery.

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

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

5. Undeliverable parcels which the sender has marked “ Abandon ” may be sold at auction at the expiration of thirty days ; but in case such disposition is made of insured parcels, proper record will be made and the Administration of origin notified as to the disposition made of the parcels. The Administration of origin shall also be notified when for any reason an insured parcel which is not delivered is not returned to the country of origin.

Article 19. — CUSTOMS CHARGES TO BE CANCELED.

Provided the formalities prescribed by the Customs authorities concerned are fulfilled, the Customs charges, properly so called, on parcels sent back to the country of origin, or redirected to another country shall be canceled, both in the United States of America and in Lithuania.

Article 20. — RETRANSMISSION.

1. Missent ordinary parcels shall be forwarded to their destination by the most direct route at the disposal of the reforwarding Administration, but must not be marked with Customs or other charges by the reforwarding Administration. Missent insured parcels shall not be reforwarded to their destination unless they can be forwarded as insured mail. If they cannot be forwarded as insured mail, they shall be returned to the country of origin.

2. When this retransmission involves the return of the parcels to the office of origin, the retransmitting office of exchange shall credit that office with the allowances received after having called attention to the error by means of a verification note.

In the contrary case and if the amount allowed by the dispatching office to the retransmitting office is insufficient to cover the expenses of retransmission which it had to defray, it shall recover the difference by making a suitable amendment to the parcel bill of the dispatching office of exchange. The reason for this amendment shall be notified to the said office by means of a verification note.

3. When a parcel has been wrongly allowed to be dispatched in consequence of an error on the part of the postal service and has for this reason to be returned to the country of origin, the procedure followed shall be the same as if the parcel had to be sent back to the dispatching office in consequence of missending.

4. A redirected parcel shall be accompanied by the Customs declaration prepared at the office of origin. In case the parcel, for any reason whatsoever, has to be repacked or the original Customs declaration replaced by a substitute declaration, it is essential that the name of the office of origin of the parcel and the original serial number appear on the parcel and that the name of the office of origin of the parcel appear on the Customs declaration.

Article 21. — RECEPTACLES.

1. Each Administration shall provide the bags necessary for the dispatch of its parcels. The bags shall be returned empty to the country of origin by the next mail. Empty bags shall be made up in bundles of ten (nine bags enclosed in one) and the total number of such bags shall be advised on the parcel bill.

2. It is necessary to indicate in the parcel bill, both the number of sacks used for the preparation of the dispatch and the number of empty sacks returned. With the aid of these indications, each Administration exercises a control over the return of the receptacles belonging to it. In case that this control shows that 10 per cent of the total number of sacks used during a year have not been returned, the value of the missing sacks must be prepaid to the dispatching office.

Article 22. — CHARGES.

1. For parcels dispatched by one country to the other, the dispatching Administration shall pay to the receiving Administration a terminal credit as follows :

(a) For parcels originating in Lithuania addressed to the United States of America :
70 centimes per kilogram, based on the bulk net weight of each dispatch.

(b) For parcels originating in the United States of America addressed to Lithuania :

85 centimes gold for each parcel not over 1 kilogram in weight.

125 centimes gold for each parcel over 1 up to 5 kilograms in weight.

225 centimes gold for each parcel over 5 up to 10 kilograms in weight.

350 centimes gold for each parcel over 10 up to 15 kilograms in weight.

500 centimes gold for each parcel over 15 up to 20 kilograms in weight.

These terminal credits 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.

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

3. On every parcel returned or redirected unpaid by one of the two Administrations to the other, the returning or retransmitting Administration shall be entitled to recover from the other Administration :

(a) The charges prescribed by Section 1 above.

(b) The charges for reforwarding or return.

(c) The Customs clearance, delivery, and storage charges provided for in Article 14.

In case of reforwarding or return to a third country, the charges mentioned shall follow the parcel ; but in case the third country concerned refuses to assume the charges because they cannot be collected from the addressee or 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 redirected unpaid in transit through one of the two Administrations to or from the other, the intermediary office 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 23. — ACCOUNTING.

1. *Terminal parcels.* At the end of each quarter the creditor country shall prepare an account of the amount due to it in respect of the parcels received in excess of those dispatched.

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

3. These accounts shall be submitted to the examination of the corresponding Administration, if possible in the course of the month which follows the quarter to which they relate. The totals should not be summarily altered but any errors which may be discovered must form the subject of statements of differences.

4. The compilation, transmission, verification, and acceptance of the accounts must be effected as early as possible, and the payment resulting from the balance must be made at the latest before the end of the following quarter.

5. Payment of the balances due on these accounts between the two Administrations shall be effected by means of drafts on New York, or in any other manner which may be agreed upon mutually by correspondence between the two Administrations, the expense attendant on the payment being at the charge of the indebted Administration.

B. COLLECT-ON-DELIVERY SERVICE.

Article 24. — SUBJECT.

1. Parcels having charges to be collected on delivery shall be accepted for mailing to any money order post office in the United States of America or in Lithuania.

2. Collect-on-delivery parcels shall be accepted only when insured.

3. The provisions of the Articles 24-35 of this Agreement do not cover transit collect-on-delivery parcels.

Article 25. — POSTAGE AND FEES.

1. Parcels bearing charges for collection on delivery shall be subject to the postage rates, 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 mailed collect-on-delivery, such collect-on-delivery fee, in addition to the required postage and other fees, as may be prescribed by its regulations.

2. The postage rates and 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 22.

Article 26. — AMOUNT OF C. O. D.

1. The maximum amount to be collected on delivery shall be one hundred dollars. 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 dollars and cents.

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 27. — 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 post office delivering the collect-on-delivery parcel will collect from the addressee

the full amount of the collect-on-delivery charges and in addition thereto such money order fees as are required to remit the amount of the collect-on-delivery charges to the sender in the country of origin.

2. The country effecting delivery of a collect-on-delivery parcel may, at its option, collect a reasonable amount not in excess of five cents (30 centas) 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 collect-on-delivery parcel by the addressee is prohibited until the collect-on-delivery 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 28. — COLLECT-ON-DELIVERY MONEY ORDERS.

1. Every advice of a money order issued in either country in payment of collect-on-delivery charges on a parcel must show plainly the collect-on-delivery (insured) number of the parcel and bear the letters " C. O. D. " or the word " Remboursement " in a conspicuous position.

2. The collect-on-delivery money order advice lists shall show, in addition to the usual details, the collect-on-delivery (insured) number of the parcels. No collect-on-delivery money order shall be listed unless the remitter's name and the payee's name and exact address are included.

Article 29. — EXCHANGE AND BILLING OF COLLECT-ON-DELIVERY PARCELS.

1. Parcels with collect-on-delivery charges shall be exchanged through the same offices as are appointed for the exchange of insured parcels without collect-on-delivery charges. The exchanges shall be effected in direct dispatches in sacks containing nothing but collect-on-delivery parcels, the letters " C. O. D. " or the word " Remboursement " being entered very 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 collect-on-delivery number, post office and State of origin and the collect-on-delivery amount.

2. Upon receipt of a dispatch of collect-on-delivery parcels at the exchange office of the country of destination, the dispatch must be carefully checked and otherwise treated as provided in Article 13.

Article 30. — LISTS OF COLLECT-ON-DELIVERY MONEY ORDERS.

The offices of New York and of Kaunas shall be the only ones to send lists of collect-on-delivery 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 31. — UNPAYABLE MONEY ORDERS.

1. The collect-on-delivery 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 collect-on-delivery 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 collect-on-delivery parcels involved.

3. As for other formalities, collect-on-delivery money orders shall be subject to the provisions governing the money order exchange between the two countries.

Article 32. — RESPONSIBILITY FOR COLLECT-ON-DELIVERY PARCELS.

1. In case an insured collect-on-delivery parcel has been lost, rifled, or damaged, the postal Administrations are responsible as for an insured parcel, in conformity with the provisions in Article 11.

2. When a collect-on-delivery parcel has been delivered to the addressee but the charges have not been remitted, the sender or other rightful claimant is entitled to an indemnity corresponding to the collect-on-delivery 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 to the case when a lower amount than the full collect-on-delivery charge is collected from the addressee.

The indemnity provided for in this section may not in any case exceed the collect-on-delivery 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 collect-on-delivery.

4. When a collect-on-delivery parcel for which indemnity has been paid is recovered, the postmaster at the delivering 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 postmaster will hold it and likewise seek instructions as to its disposition. In the latter case, the Administration responsible for the indemnity shall determine the disposition to be made of the parcel involved.

Article 33. — MARKING OF COLLECT-ON-DELIVERY PARCELS.

1. Each collect-on-delivery parcel and the relative Customs declaration must bear on the address side the conspicuous impression of a stamp or label reading " COLLECT-ON-DELIVERY " or " C. O. D. " or " REMBOURSEMENT ", and in close proximity to these words there must appear the number given the parcel which shall be the insured number (only one original number) and after it must be shown, in roman letters and in arabic figures, the exact amount of the collect-on-delivery charges which should not include the additional money order fees that will be collected in the country making delivery of the parcel for making the remittance to the sender in the country of mailing.

2. In addition to being marked or labeled in the manner indicated in Section 1 above, each collect-on-delivery parcel may have a collect-on-delivery tag attached in a form mutually agreed upon.

Article 34. — REDIRECTION. RECALL.

1. Unless mutually otherwise agreed, collect-on-delivery parcels shall not be reforwarded to a third country.

2. The sender of a collect-on-delivery 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 35. — NON-DELIVERY.

The sender may provide, in case his collect-on-delivery parcel is undeliverable as originally addressed, for other disposition to be made of it, the same as in the case of parcels without trade charges and as stipulated in Article 18.

C. FINAL PROVISIONS.

Article 36. — MATTERS NOT PROVIDED FOR IN THE AGREEMENT.

1. All matters concerning requests for recall or change of address of insured parcels, the obtaining and disposition of return receipts therefor, and the adjustment of indemnity claims in connection therewith not covered by this Agreement shall be governed by the provisions of the Universal Postal Union Convention and the Detailed Regulations for its Execution, and of the Postal Money Order Convention in force between the two countries, insofar as they are applicable

and not inconsistent with the provisions of this Agreement, and then, if no other arrangement has been made, the internal legislation, regulations, and rulings of the United States of America and of Lithuania, according to the country involved, shall govern.

2. The Postmaster General of the United States of America and the Director General of Posts and Telegraphs of Lithuania shall have authority jointly to make from time to time by correspondence such changes and modifications and further regulations of order and detail as may become necessary to facilitate the operation of the services contemplated by this Agreement.

3. The Administrations shall communicate to each other from time to time the provisions of their laws or regulations applicable to the conveyance of parcels by parcel post.

Article 37. — TEMPORARY SUSPENSION OF SERVICE.

Either Administration may temporarily suspend the insurance and the collect-on-delivery services, in whole or in part, when there are special reasons for doing so, or restrict them to certain offices ; but on the condition that previous and opportune notice of such a measure is given to the other Administration, such notice to be given by the most rapid means, if necessary.

Article 38. — DURATION OF AGREEMENT.

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

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

Done in duplicate and signed at Washington, December 28th, 1939, and at Kaunas, December 4th, 1939.

James A. FARLEY,

Postmaster General of the United States of America.

V. BIRUTAVIČIUS,

Director General of Posts and Telegraphs of Lithuania.

I hereby certify that this is a true and complete textual copy of the original Parcel Post Agreement between the United States of America and Lithuania in all the languages in which the original was signed.

James A. Farley,
Postmaster General.

nebėra, dalyką nulemia vidaus taisyklės, dėsniai ir įstatymai Lietuvos arba Jungtinių Amerikos Valstybių, žiūrint kuri šalis yra liečiama.

2. Vyriausias Lietuvos Pašto ir Telegrafo Direktorius ir Jungtinių Amerikos Valstybių Vyriausias Pašto Direktorius turi teisę savitarpiu susirašinėjimu padaryti laikas nuo laiko tokius pakeitimus ir ištaisymus ir nustatyti tokias tolimesnes tvarkos ir smulkmenų taisykles, kokios pasirodytų esančios reikalingos palengvinti šios sutarties numatytiems patarnavimams vykdyti.

3. Valdybos laikas nuo laiko praneša viena kitai savo įstatymų ar taisyklių nuostatus, liečiančius siuntinių siuntimą siuntinių paštais.

37 *Straipsnis*. — LAIKINAS OPERACIJŲ SUSTABDYMAS.

Kiekviena Valdyba, kai tam yra ypatingų priežasčių, gali įvertinimo ir išperkamojo mokesčio patarnavimus laikinai visai arba dalinai nutraukti arba jas apriboti pavedant tam tikroms įstaigoms, bet su sąlyga, kad apie tokių žygių bus pranešta antrajai Valdybai laiku ir tinkamai. Toks pranešimas, jei reikalinga, turi būti perduotas greičiausiomis susisiekimo priemonėmis.

38 *Straipsnis*. — SUTARTIES GALIOJIMO LAIKAS.

1. Ši sutartis įsigalioja jos apimtos operacijos pradeda veikti abiejų šalių Valdybų savitarpia sutartą dieną.

2. Ji galioja iki viena iš susitarusių Valdybų praneša antrai apie sutarties nutraukimą. Nutarimas sutartį nutraukti turi būti praneštas antrai susitarusiai Valdybai šešis mėnesius prieš numatomą sutartį nutraukti dieną.

Ši sutartis sudaryta dviejuose egzemplioriuose ir pasirašyta Kaune 1939 m. gruodžio 4d. ir Vašingtone December 28, 1939.

(Seal) V. BIRUTAVIČIUS,

Vyriausias Lietuvos Pašto ir Telegrafo Direktorius.

(Seal) James A. FARLEY,

Vyriausias Jungtinių Amerikos Valstybių Pašto Direktorius.

I hereby certify that this is a true and complete textual copy of the original Parcel Post Agreement between the United States of America and Lithuania in all the languages in which the original was signed.

James A. Farley,
Postmaster General.