

No. 1875

**UNITED STATES OF AMERICA
and
GUATEMALA**

Parcel Post Agreement. Signed at Guatemala, on 25 October 1945, and at Washington, on 30 November 1945

Official texts: English and Spanish.

Registered by the United States of America on 2 October 1952.

**ÉTATS-UNIS D'AMÉRIQUE
et
GUATEMALA**

Arrangement relatif à l'échange de colis postaux. Signé à Guatemala, le 25 octobre 1945, et à Washington, le 30 novembre 1945

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 2 octobre 1952.

No. 1875. PARCEL POST AGREEMENT¹ BETWEEN THE REPUBLIC OF GUATEMALA AND THE UNITED STATES OF AMERICA. SIGNED AT GUATEMALA, ON 25 OCTOBER 1945, AND AT WASHINGTON, ON 30 NOVEMBER 1945

For the purpose of concluding arrangements for the extension of the parcel-post service between the United States of America (including Alaska, Hawaii, Puerto Rico, Guam, Samoa and the Virgin Islands of the United States) and the Republic of Guatemala, to include the insurance of parcels, the undersigned,

Postmaster General of the United States of America, and

of the Republic of Guatemala, by virtue of authority vested in them, have agreed upon the following articles :

Article 1

INSURANCE

1. The Administrations of the United States of America (including Alaska, Hawaii, Puerto Rico, Guam, Samoa, and the U. S. Virgin Islands) on one hand and of the Republic of Guatemala on the other hand, agree to execute the service of parcels with an insured value up to the maximum limit of \$100.00, upon payment by the sender of such special additional fees as each of the countries of origin mentioned may establish in its own service. Such additional fees accrue in their entirety to the Administration of origin.

2. Parcels containing coin, precious metals, jewelry, or other precious articles must be sent insured.

3. Parcels may be insured for their total value or for only part of their total value, at the option of the sender.

Article 2

INDEMNITY

1. 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

¹ Came into force on 30 November 1945 by signature and became operative retroactively from 1 August 1945, in accordance with article 18.

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 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 actual value (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, provided in any case that the indemnity may not 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 \$100.00.

2. 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.

3. 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 sender is entitled to return of the postal charges, if claimed. However, the insurance fees are not in any case returned.

4. 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, rifling, or damage of transit insured parcels, that is, parcels originating in a country not participating in this agreement and destined for one of the two contracting countries or parcels originating in one of the two contracting countries and destined for a country not participating in this agreement.

5. When an insured parcel originating in one country and destined to be delivered in the other country 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.

6. The sender is responsible for defects in the packing and insufficiency in the closing and sealing of insured parcels. Moreover, the two Administrations

are released from all responsibility in case of loss, rifling, or damage caused by defects not noticed at the time of mailing.

Article 3

EXCEPTIONS TO THE PRINCIPLE OF RESPONSIBILITY

The Administrations are released from all responsibility :

(a) In case of parcels of which the addressee has accepted delivery without reservation. In the case of "in care" parcels, responsibility ceases when delivery has been made to the addressee first mentioned and his receipt has been obtained.

(b) In case of loss or damage through *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 the addressee or the representative of either, or when it is due to 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, declares 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 4

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 nature.

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

Article 5

PAYMENT OF INDEMNITY

The obligation to pay compensation, as well as the postage 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 2, Section 1, second paragraph, the obligation shall rest with the Administration of destination. The paying Administration retains the right to make a claim against the Administration responsible.

Article 6

PERIOD FOR PAYMENT OF COMPENSATION

1. The payment of compensation for an insured parcel shall be made to the rightful claimant as soon as possible and at the latest within a period of one year counting from the day following that on which the application is made.

However, the Administration responsible for making payment may 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.

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

Article 7

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 reservations 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 Offices 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 8

REPAYMENT OF COMPENSATION

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

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

Article 9

PREPARATION OF PARCELS

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

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

The senders of parcels addressed to banks or other organizations for delivery to second addressees will be obliged to state, on the labels or wrappers thereof, the exact names and addresses of the persons for whom such parcels are intended.

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

2. As in the case of ordinary parcels, every insured parcel shall be packed in a manner adequate for the protection of the contents and the length of the journey.

3. For insured parcels, the amount of insured value must appear on the parcel in currency of the country of origin and in Roman letters. The amount of the insured value must also be indicated on the customs declaration.

4. Insured parcels must be closed and securely sealed with wax or otherwise, but the country of destination shall have the right to open them (including the right to break the seals) in order to inspect the contents. Parcels which have been so opened shall be closed again and officially sealed.

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. Each insured parcel must be marked or labeled or stamped "Insured" or "*Valeur déclarée*" (*valor declarado*) in a conspicuous manner on the address side and in close proximity to such indorsement there must appear the insurance number given the parcel. The customs declaration, if not gummed to the parcel, must also be marked or labeled or stamped "Insured" or "*Valeur déclarée*" (*valor declarado*).

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.

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 the 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 in a conspicuous manner, the words "Return receipt requested", "Advice of delivery requested" or, boldly, the letters "A. R."

Article 11

EXCHANGE OF PARCELS

Insured parcels shall be inclosed 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 be agreed upon from time to time.

Article 12

BILLING OF PARCELS

1. Insured parcels shall be entered on separate parcel bills and shall be listed individually. The entries shall show in respect to each insured parcel the insurance number and the office (and state or country) of origin as well as an indication of the weight division to which the parcel belongs, the same as in the case of ordinary parcels.

2. The entry on the bill of any returned or redirected parcel must be followed by the word "Returned" or "Redirected" as the case may be.

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

Article 13

VERIFICATION BY THE EXCHANGE OFFICE

1. Upon receipt of a dispatch of insured parcels, the receiving exchange office proceeds to verify it. The entries in the parcel bill must be verified exactly. Each error or omission must be brought immediately to the knowledge of the dispatching exchange office by means of a bulletin of verification. A dispatch is considered as having been found in order in all regards when no bulletin of verification is made up.

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 exchange office 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 "*Reempacada en . . .*" (Repacked at . . .) and the signature of the agents who have effected such repacking.

Article 14

REDIRECTION

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

2. When an insured parcel is redirected to either country it must be dispatched in the same kind of mails as received, that is, insured, and new insurance fees may, if not prepaid, be collected upon delivery as well as additional postage 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.

Unless senders indorse insured parcels to indicate that they 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 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 2, Section 5, of this agreement.

Article 15

NON-DELIVERY

1. An insured parcel which cannot be delivered shall be returned to the sender (in the same kind of mail as received, that is, insured mail) under the same circumstances as in the case of an ordinary parcel which cannot be delivered. New insurance fees, as well as new postage may be collected from the sender and retained by the Administration making the collection.

Insured parcels which cannot be delivered will be subject to the same charges on return as ordinary parcels which are undeliverable.

2. The Administration of origin shall be notified when an insured parcel which is not delivered or is not returned to the country of origin is disposed of at auction or otherwise.

Article 16

MISSENT PARCELS

Missent insured parcels shall not be forwarded to their destination unless they are forwarded as insured mail. If they cannot be forwarded as insured mail, they shall be returned to the country of origin.

Article 17

MATTERS NOT PROVIDED FOR IN THE AGREEMENT

1. All matters concerning requests for recall or return of insured parcels and 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 Americo-Spanish Parcel Post Convention¹ and the Universal Postal Union Convention and the Detailed Regulations for its Execution, respectively, in so far as they are applicable and are 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 the Republic of Guatemala, according to the country involved, shall govern.

2. The Postmaster General of the United States of America and the of the Republic of Guatemala shall have authority 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 insured mail.

Article 18

DURATION OF THE 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.

Either Administration may temporarily suspend the insured service in whole or in part, when there are special reasons for doing so, or restrict it to certain offices; but on 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.

3. On the effective date of the insurance service provided for by this

¹ League of Nations, *Treaty Series*, Vol. CXXXI, p. 447.

agreement, the exchange of registered parcels provided by the Americo-Spanish Parcel Post Agreement will be discontinued.

DONE in duplicate and signed at Guatemala the 25 day of October 1945, and at Washington the 30 day of November 1945.

Robert E. HANNEGAN
Postmaster General of the United States of America

[SEAL]

EL DIRECTOR GENERAL

Humberto DÍAZ

CORONEL DE ESTADO MAYOR
LUIS HUMBERTO DÍAZ

Director General de Comunicaciones
de la República de Guatemala

[SEAL]
