

No. 2426

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**UNITED STATES OF AMERICA  
and  
HUNGARY**

**Note by which the Government of the United States of America, in pursuance of article 10 of the Treaty of Peace with Hungary, signed at Paris on 10 February 1947, notified the Hungarian Government of those pre-war bilateral treaties between the two countries which the United States of America desires to keep in force or revive. Budapest, 9 March 1948**

*Official text of the note: English.*

*Registered by the United States of America on 23 December 1953.*

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

**Note par laquelle le Gouvernement des États-Unis d'Amérique a notifié au Gouvernement hongrois, en application de l'article 10 du Traité de paix avec la Hongrie, signé à Paris le 10 février 1947, les traités bilatéraux conclus entre les deux pays avant la guerre que les États-Unis d'Amérique désirent maintenir ou remettre en vigueur. Budapest, 9 mars 1948**

*Texte officiel de la note: anglais.*

*Enregistrée par les États-Unis d'Amérique le 23 décembre 1953.*

No. 2426. NOTE<sup>1</sup> BY WHICH THE GOVERNMENT OF THE UNITED STATES OF AMERICA, IN PURSUANCE OF ARTICLE 10 OF THE TREATY OF PEACE<sup>2</sup> WITH HUNGARY, SIGNED AT PARIS ON 10 FEBRUARY 1947, NOTIFIED THE HUNGARIAN GOVERNMENT OF THOSE PRE-WAR BILATERAL TREATIES BETWEEN THE TWO COUNTRIES WHICH THE UNITED STATES OF AMERICA DESIRES TO KEEP IN FORCE OR REVIVE.<sup>3</sup> BUDAPEST, 9 MARCH 1948

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March 9, 1948

No. 132

Excellency :

I have the honor to refer to the Treaty of Peace with Hungary, signed at Paris, February 10, 1947,<sup>2</sup> which came into force, in accordance with the provisions of article 42 thereof, on September 15, 1947 upon the deposit of instruments of ratification by the Union of Soviet Socialist Republics, the United Kingdom of Great Britain and Northern Ireland, and the United States of America. Article 10 of the Treaty of Peace reads as follows :

- “1. Each Allied or Associated Power will notify Hungary, within a period of six months from the coming into force of the present Treaty, which of its pre-war bilateral treaties with Hungary it desires to keep in force or revive. Any provisions not in conformity with the present Treaty shall, however, be deleted from the above-mentioned treaties.
- “2. All such treaties so notified shall be registered with the Secretariat of the United Nations in accordance with Article 102 of the Charter of the United Nations.
- “3. All such treaties not so notified shall be regarded as abrogated.”

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<sup>1</sup> Became effective on 9 March 1948, the date of the notification, and the treaties listed therein are considered to have been continued in force or revived as of that date.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 41, p. 135.

<sup>3</sup> The texts of treaties and agreements which have been kept in force or revived by the above note are published herein unless previously registered with the League of Nations. In respect of treaties so registered, references are made in footnotes to the relevant volumes of the League of Nations *Treaty Series*.

I have the honor, by direction of the Government of the United States of America and on its behalf, to notify the Hungarian Government, in accordance with the provisions of the Treaty of Peace quoted above, that the Government of the United States of America desires to keep in force or revive the following pre-war bilateral treaties and other international agreements with Hungary :

#### ARBITRATION

1. Arbitration treaty. Signed at Washington January 26, 1929.<sup>1</sup> Ratified by the United States February 28, 1929. Ratified by Hungary July 6, 1929. Ratifications exchanged at Washington July 24, 1929. Effective July 24, 1929.

#### COMMERCE

2. Treaty of friendship, commerce and consular rights, and exchanges of notes. Signed at Washington June 24, 1925.<sup>2</sup> Ratified by the United States June 16, 1926. Ratified by Hungary April 1, 1926. Ratifications exchanged at Budapest September 4, 1926. Effective October 4, 1926.

#### CONCILIATION

3. Conciliation treaty. Signed at Washington January 26, 1929.<sup>3</sup> Ratified by the United States February 28, 1929. Ratified by Hungary July 6, 1929. Ratifications exchanged at Washington July 24, 1929. Effective July 24, 1929.

#### COPYRIGHT

4. Copyright convention. Signed at Budapest January 30, 1912.<sup>4</sup> Ratified by the United States July 31, 1912. Ratified by Hungary August 12, 1912. Ratifications exchanged at Washington September 16, 1912. Effective October 16, 1912. (Revived May 27, 1922.)

#### DEBT-FUNDING

5. Debt-funding agreement. Signed at Washington April 25, 1924.<sup>5</sup> Effective as of December 15, 1923.

<sup>1</sup> League of Nations, *Treaty Series*, Vol. XCVI, p. 173.

<sup>2</sup> League of Nations, *Treaty Series*, Vol. LVIII, p. 111 and United Nations, *Treaty Series*, Vol. 141, p. 412.

<sup>3</sup> League of Nations, *Treaty Series*, Vol. XCVI, p. 207.

<sup>4</sup> See p. 12 of this volume.

<sup>5</sup> See p. 18 of this volume.

6. Agreement modifying the debt-funding agreement of April 25, 1924 (moratorium). Signed at Washington May 27, 1932.<sup>1</sup> Effective as of July 1, 1931.

#### EXTRADITION

7. Treaty for the extradition of fugitives from justice. Signed at Washington July 3, 1856.<sup>2</sup> Ratified by the United States December 12, 1856. Ratified by Austria-Hungary November 16, 1856. Ratifications exchanged December 13, 1856. Effective December 13, 1856. (Revived May 27, 1922.)

#### PASSPORT VISA FEES

8. Reciprocal arrangement for temporary waiver of visitors' visa fees. Signed April 6 and 21, 1936.<sup>3</sup> Term extended to March 31, 1937, by notes exchanged at Budapest October 9 and 31, 1936.<sup>4</sup> Term extended to September 30, 1937, by notes exchanged at Budapest March 22 and 23, 1937.<sup>5</sup> Term extended indefinitely by notes exchanged at Budapest August 18, September 21 and 23, 1937.<sup>6</sup>

#### POSTAL

9. Parcel post convention. Signed at Budapest July 3, 1928 and at Washington August 16, 1928.<sup>7</sup> Ratified by the United States August 21, 1928.
10. Agreement for collect-on-delivery service. Signed at Budapest December 15, 1930 and at Washington January 15, 1931.<sup>8</sup> Ratified by the United States January 21, 1931.
11. Convention for exchange of money orders. Signed at Washington April 3, 1922 and at Budapest May 6, 1922.<sup>9</sup> Effective June 15, 1922.

#### RELATIONS

12. Treaty establishing friendly relations. Signed at Budapest August 29, 1921.<sup>10</sup> Ratified by the United States October 21, 1921. Ratified by Hungary December 12, 1921. Ratifications exchanged at Budapest December 17, 1921. Effective December 17, 1921.

This notification will be deemed to be effective on the date of the present note.

<sup>1</sup> See p. 32 of this volume.

<sup>2</sup> See p. 36 of this volume.

<sup>3</sup> See p. 44 of this volume.

<sup>4</sup> See p. 48 of this volume.

<sup>5</sup> See p. 52 of this volume.

<sup>6</sup> See p. 58 of this volume.

<sup>7</sup> See p. 66 of this volume.

<sup>8</sup> See p. 106 of this volume.

<sup>9</sup> See p. 140 of this volume.

<sup>10</sup> League of Nations, *Treaty Series*, Vol. XLVIII, p. 191.

It is understood, of course, that either of the two Governments may propose revisions in any of the treaties or other agreements mentioned in the above list.

Further, it shall be understood that any of the provisions in the treaties and other agreements listed in this notification which may be found in particular circumstances to be not in conformity with the Treaty of Peace shall be considered to have been deleted so far as application of the Treaty of Peace is involved but shall be regarded as being in full force and effect with respect to matters not covered by the latter treaty.

In compliance with paragraph 2 of article 10 of the Treaty of Peace, quoted above, the United States Government will register with the Secretariat of the United Nations the treaties and other agreements which are by this notification kept in force or revived.

There is enclosed one copy of each of the pre-war bilateral treaties and agreements listed above.

Accept, Excellency, the assurances of my most distinguished consideration.

Selden CHAPIN

Enclosure :

One copy each of the pre-war bilateral treaties  
and agreements listed above.

File No. 710

His Excellency Erik Molnár  
Minister of Foreign Affairs of Hungary

COPYRIGHT CONVENTION<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND HUNGARY. SIGNED AT BUDAPEST, ON 30 JANUARY 1912

THE PRESIDENT OF THE UNITED STATES OF AMERICA,

and

HIS MAJESTY THE EMPEROR OF AUSTRIA, KING OF BOHEMIA, ETC. AND APOSTOLIC KING OF HUNGARY,

Desiring to provide, between the United States of America and Hungary, for a reciprocal legal protection in regard to copyright of the citizens and subjects of the two Countries, have, to this end, decided to conclude a Convention, and have appointed as their Plenipotentiaries :

The President of the United States of America :

Richard C. KERENS, Ambassador Extraordinary and Plenipotentiary of the United States of America to His Imperial and Royal Apostolic Majesty ;

and

His Majesty the Emperor of Austria, King of Bohemia, etc. and Apostolic King of Hungary :

Count Pál ESTERHÁZY, baron of GALÁNTA, viscount of FRAKNÓ. Privy Councillor and Chamberlain, Chief of section in the Ministry of the Imperial and Royal House and of Foreign Affairs, and

Dr. Gustavus DE TÖRNY, Secretary of State in the Royal Hungarian Ministry of Justice ;

Who, having communicated to each other their full powers, found to be in good and due form, have agreed as follows :

*Article I*

Authors who are citizens or subjects of one of the two countries or their assigns shall enjoy in the other country, for their literary, artistic, dramatic, musical and photographic works (whether unpublished or published in one of the two countries) the same rights which the respective laws do now or may hereafter grant to natives.

The above provision includes the copyright control of mechanical musical reproductions.

<sup>1</sup> Came into force on 16 October 1912, one month after the exchange of ratifications by the two Governments.

*Article 2*

The enjoyment and the exercise of the rights secured by the present Convention are subject to the performance of the conditions and formalities prescribed by the laws and regulations of the country where protection is claimed under the present Convention ; such enjoyment and such exercise are independent of the existence of protection in the country of origin of the work.

*Article 3*

The term of copyright protection granted by the present Convention shall be regulated by the law of the country where protection is claimed.

*Article 4*

The present Convention shall be ratified and the ratifications shall be exchanged at Washington as soon as possible.

*Article 5*

The present Convention shall be put in force one month after the exchange of ratifications, and shall remain in force until the termination of a year from the day on which it may have been denounced.

IN FAITH WHEREOF the Plenipotentiaries have signed the present Convention in two copies, each in the English and Hungarian languages, and have affixed thereto their seals.

DONE at Budapest, the 30th day of January 1912.

[SEAL] Richard C. KERENS

[SEAL] ESTERHÁZY Pál

[SEAL] TÖRY Gusztáv

DEBT-FUNDING AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND HUNGARY. SIGNED AT WASHINGTON, ON 25 APRIL 1924

AGREEMENT MADE THE 25TH DAY OF APRIL, 1924, AT THE CITY OF WASHINGTON, DISTRICT OF COLUMBIA, BETWEEN THE GOVERNMENT OF THE KINGDOM OF HUNGARY, HEREINAFTER CALLED HUNGARY, PARTY OF THE FIRST PART, AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA, HEREINAFTER CALLED THE UNITED STATES, PARTY OF THE SECOND PART

Whereas, Hungary is indebted to the United States as of December 15, 1923, upon an obligation maturing January 1, 1925, in the principal amount of \$1,685,835.61, described as "Relief Series C of 1920," together with interest accrued and unpaid thereon ; and

Whereas, Hungary desires to fund said indebtedness to the United States, both principal and interest, through the issue of bonds to the United States, and the United States is prepared to accept bonds from Hungary upon the terms and conditions hereinafter set forth :

Now, therefore, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows :

1. *Amount of Indebtedness.*—The amount of the indebtedness to be funded, after allowing for cash payments made or to be made by Hungary, is \$1,939,000, which has been computed as follows :

Principal amount of the obligation to be funded . . . . .	\$1,685,835.61
Interest accrued thereon from May 29, 1920 to December 15, 1923, at the rate of 4 1/4 per cent per annum . . . . .	253,917.43
Total principal and interest, accrued and unpaid as of December 15, 1923 . . . . .	1,939,753.04
To be paid in cash by Hungary April 25, 1924 . . . . .	753.04
Total indebtedness to be funded into bonds . . . . .	1,939,000.00

2. *Repayment of Principal.*—In order to provide for the repayment of the indebtedness thus to be funded, Hungary will issue to the United States at par, as of December 15, 1923, bonds of Hungary in the aggregate principal amount of \$1,939,000, dated December 15, 1923, and maturing serially on each December 15 in the succeeding years for 62 years, in the amounts and on the several dates fixed in the following schedule :

<sup>1</sup> Came into force on 23 May 1924 upon approval by an Act of Congress of the United States of America approved 23 May 1924.



December 15--		December 15--	
1924 . . . . .	\$9,600	1956 . . . . .	\$27,000
1925 . . . . .	9,800	1957 . . . . .	27,500
1926 . . . . .	10,000	1958 . . . . .	28,500
1927 . . . . .	10,200	1959 . . . . .	29,000
1928 . . . . .	10,400	1960 . . . . .	30,000
1929 . . . . .	11,000	1961 . . . . .	32,000
1930 . . . . .	11,500	1962 . . . . .	33,000
1931 . . . . .	12,000	1963 . . . . .	35,000
1932 . . . . .	12,000	1964 . . . . .	36,000
1933 . . . . .	12,500	1965 . . . . .	38,000
1934 . . . . .	12,500	1966 . . . . .	40,000
1935 . . . . .	13,000	1967 . . . . .	41,000
1936 . . . . .	13,500	1968 . . . . .	42,000
1937 . . . . .	13,500	1969 . . . . .	44,000
1938 . . . . .	14,000	1970 . . . . .	45,000
1939 . . . . .	14,500	1971 . . . . .	47,000
1940 . . . . .	15,000	1972 . . . . .	48,000
1941 . . . . .	15,500	1973 . . . . .	50,000
1942 . . . . .	16,000	1974 . . . . .	51,000
1943 . . . . .	17,000	1975 . . . . .	53,000
1944 . . . . .	17,500	1976 . . . . .	55,000
1945 . . . . .	18,000	1977 . . . . .	57,000
1946 . . . . .	19,000	1978 . . . . .	59,000
1947 . . . . .	19,500	1979 . . . . .	62,000
1948 . . . . .	20,500	1980 . . . . .	64,000
1949 . . . . .	21,000	1981 . . . . .	66,000
1950 . . . . .	22,000	1982 . . . . .	68,000
1951 . . . . .	22,500	1983 . . . . .	71,000
1952 . . . . .	23,500	1984 . . . . .	73,000
1953 . . . . .	24,000	1985 . . . . .	75,000
1954 . . . . .	25,000		
1955 . . . . .	26,000		
		TOTAL . . . . .	1,939,000

*Provided, however,* That Hungary may at its option, upon not less than ninety days' advance notice to the United States, postpone any payment falling due as hereinabove provided to any subsequent June 15 or December 15 not more than two years distant from its due date, but only on condition that in case Hungary shall at any time exercise this option as to any payment of principal, the payment falling due in the next succeeding year can not be postponed to any date more than one year distant from the date when it becomes due unless and until the payment previously postponed shall actually have been made, and the payment falling due in the second succeeding year can not be postponed at all unless and until the payment of principal due two years previous thereto shall actually have been made.

All bonds issued or to be issued hereunder to the United States shall be payable to the Government of the United States of America, or order, shall be issued in

such denominations as may be requested by the Secretary of the Treasury of the United States, and shall be substantially in the form set forth in the exhibit hereto annexed and marked "Exhibit A." The \$1,939,000 principal amount of bonds first to be issued hereunder shall be issued in 62 pieces, in denominations and with maturities corresponding to the annual payments of principal hereinabove set forth.

3. *Payment of Interest.*—All bonds issued or to be issued hereunder shall bear interest, payable semiannually on June 15 and December 15 in each year, at the rate of 3 per cent per annum from December 15, 1923, to December 15, 1933, and thereafter at the rate of 3 $\frac{1}{2}$  per cent per annum until the principal thereof shall have been paid.

4. *Method of Payment.*—All bonds issued or to be issued hereunder shall be payable, as to both principal and interest, in United States gold coin of the present standard of value, or, at the option of Hungary, upon not less than thirty days' advance notice to the United States, in any obligations of the United States issued after April 6, 1917, to be taken at par and accrued interest to the date of payment hereunder: *Provided, however,* That Hungary may at its option, upon not less than ninety days' advance notice to the United States, pay up to one-half of any interest accruing between December 15, 1923, and December 15, 1928, on the \$1,939,000 principal amount of bonds first to be issued hereunder, in bonds of Hungary dated and bearing interest from the respective dates when the interest to be paid thereby becomes due, with maturities arranged serially to fall on each December 15 in the succeeding years up to December 15, 1985, substantially in the manner provided for the original issue in section 2 of this Agreement, and substantially similar in other respects to the original issue of bonds under this Agreement.

All payments, whether in cash or in obligations of the United States, to be made by Hungary on account of the principal or interest of any bonds issued or to be issued hereunder and held by the United States, shall be made at the Treasury of the United States in Washington, or, at the option of the Secretary of the Treasury of the United States, at the Federal Reserve Bank of New York, and if in cash shall be made in funds immediately available on the date of payment, or if in obligations of the United States shall be in form acceptable to the Secretary of the Treasury of the United States under the general regulations of the Treasury Department governing transactions in United States obligations.

5. *Exemption from Taxation.*—The principal and interest of all bonds issued or to be issued hereunder shall be paid without deduction for, and shall be exempt from, any and all taxes or other public dues, present or future, imposed by or

under authority of Hungary or any political or local taxing authority within the Kingdom of Hungary, whenever, so long as, and to the extent that beneficial ownership is in (a) the Government of the United States, (b) a person, firm, or association neither domiciled nor ordinarily resident in Hungary, or (c) a corporation not organized under the laws of Hungary.

6. *Payments Before Maturity.*—Hungary may at its option, on any interest date or dates, upon not less than ninety days' advance notice to the United States, make advance payments in amounts of \$1,000 or multiples thereof, on account of the principal of any bonds issued or to be issued hereunder and held by the United States. Any such advance payments shall first be applied to the principal of any bonds which shall have been issued hereunder on account of interest accruing between December 15, 1923, and December 15, 1928, and then to the principal of any other bonds issued or to be issued hereunder and held by the United States, as may be indicated by Hungary at the time of the payment.

7. *Security.*—The payment of the principal and interest of all bonds issued or to be issued hereunder shall be secured in the same manner and to the same extent as the obligation of Hungary in the principal amount of \$1,685,835.61, described in the preamble to this Agreement; that is to say, shall be "a first charge upon all the assets and revenues of Hungary and shall have a priority over costs of reparation under the Treaty of Trianon or under any treaty or agreement supplementary thereto, or under arrangements concluded between Hungary and the Allied and Associated Powers during the armistice signed on November 3, 1918;" *Provided, however,* That all or any part of such security may be released by the Secretary of the Treasury of the United States on such terms and conditions as he may deem necessary or appropriate in order that the United States may cooperate in any program whereby Hungary may be able to finance its immediate needs by the flotation of a loan for reconstruction purposes, if and when substantially all other creditor nations holding obligations of Hungary similar to that held by the United States and described in the preamble to this Agreement, to wit, Denmark, France, Great Britain, Holland, Norway, Sweden and Switzerland, shall release to a similar extent the security enjoyed by such obligations. The Secretary of the Treasury of the United States shall be authorized to decide when such action has been substantially taken.

8. *Exchange for Marketable Obligations.*—Hungary will issue to the United States at any time, or from time to time, at the request of the Secretary of the Treasury of the United States, in exchange for any or all of the bonds issued or to be issued hereunder and held by the United States, definitive engraved bonds in form suitable for sale to the public, in such amounts and denominations

as the Secretary of the Treasury of the United States may request, in bearer form, with provision for registration as to principal, and/or in fully registered form, and otherwise on the same terms and conditions, as to dates of issue and maturity, rate or rates of interest, security, exemption from taxation, payment in obligations of the United States issued after April 6, 1917, and the like, as the bonds surrendered on such exchange. Hungary will deliver definitive engraved bonds to the United States in accordance herewith within six months of receiving notice of any such request from the Secretary of the Treasury of the United States, and pending the delivery of the definitive engraved bonds will, at the request of the Secretary of the Treasury of the United States, deliver temporary bonds or interim receipts in form satisfactory to the Secretary of the Treasury of the United States, within thirty days of the receipt of such request, all without expense to the United States. The United States, before offering any such bonds or interim receipts for sale in Hungary, will first offer them to Hungary for purchase at par and accrued interest, and Hungary shall likewise have the option, in lieu of issuing any such bonds or interim receipts, to make advance redemption, at par and accrued interest, of a corresponding principal amount of bonds issued or to be issued hereunder and held by the United States. Hungary agrees that the definitive engraved bonds called for by this paragraph shall contain all such provisions, and that it will cause to be promulgated all such rules, regulations, and orders, as shall be deemed necessary or desirable by the Secretary of the Treasury of the United States in order to facilitate the sale of the bonds in the United States, in Hungary or elsewhere, and that if requested by the Secretary of the Treasury of the United States it will use its good offices to secure the listing of the bonds on the stock exchange in Budapest.

9. *Cancellation and Surrender of Relief Obligation.*—Upon the execution of this Agreement, the payment to the United States of cash in the sum of \$753.04 as provided in paragraph 1 of this Agreement and the delivery to the United States of the \$1,939,000 principal amount of bonds of Hungary first to be issued hereunder, together with satisfactory evidence of authority for the execution of the Agreement and the bonds on behalf of Hungary by its Envoy Extraordinary and Minister Plenipotentiary at Washington, and of appropriate action by the Reparation Commission so as to assure by its approval to the bonds of Hungary to be issued hereunder the same priority over reparations as that now enjoyed by the obligation of Hungary in the principal amount of \$1,685,835.61 described in the preamble to this Agreement, the United States will cancel and surrender to Hungary, at the Treasury of the United States in Washington, the obligation of Hungary last described.

10. *Notices.*—Any notice, request, or consent under the hand of the Secretary of the Treasury of the United States shall be deemed and taken as the notice, request, or consent of the United States, and shall be sufficient if delivered at the Legation of Hungary at Washington or at the office of the Minister of Finance in Budapest ; and any notice, request, or election from or by Hungary shall be sufficient if delivered to the American Legation at Budapest or to the Secretary of the Treasury at the Treasury of the United States in Washington. The United States in its discretion may waive any notice required hereunder, but any such waiver shall be in writing and shall not extend to or affect any subsequent notice or impair any right of the United States to require notice hereunder.

11. *Compliance with Legal Requirements.*—Hungary represents and agrees that the execution and delivery of this Agreement and of the bonds issued or to be issued hereunder have in all respects been dully authorized and that all acts, conditions, and legal formalities which should have been completed prior to the making of this Agreement and the issuance of bonds hereunder have been completed as required by the laws of Hungary, and/or applicable treaties and in conformity therewith.

12. *Counterparts.*—This Agreement shall be executed in two counterparts, each of which shall have the force and effect of an original.

IN WITNESS WHEREOF Hungary has caused this Agreement to be executed on its behalf by its Envoy Extraordinary and Minister Plenipotentiary at Washington, thereunto duly authorized, and the United States has likewise caused this Agreement to be executed on its behalf by the Secretary of the Treasury, as Chairman of the World War Foreign Debt Commission, with the approval of the President, all on the day and year first above written, subject, however, to the approval of Congress, pursuant to the Act of Congress approved February 9, 1922, as amended by the Act of Congress approved February 28, 1923, notice of which approval, when given by Congress, will be transmitted in due course by the Secretary of the Treasury of the United States to the Legation of Hungary at Washington.

The Government of the Kingdom of Hungary :

By László SZÉCHÉNYI  
Envoy Extraordinary and  
Minister Plenipotentiary

The Government of the United States of America :

For the Commission :

By A. W. MELLON  
Secretary of the Treasury and  
Chairman of the World War  
Foreign Debt Commission

*Approved :*

Calvin COOLIDGE  
President

EXHIBIT A  
(Form of Bond)

THE GOVERNMENT OF THE KINGDOM OF HUNGARY  
Sixty-two year 3-3½ per cent Gold Bond  
Dated December 15, 1923—maturing December 15...

\$ .....

No. ....

The Government of the Kingdom of Hungary, hereinafter called Hungary, for value received, promises to pay to the Government of the United States of America, hereinafter called the United States, or order, on the 15th day of December, , the sum of Dollars (\$) , and to pay interest upon said principal sum semiannually on the fifteenth day of June and December in each year, at the rate of three per cent per annum from December 15, 1923, to December 15, 1933, and at the rate of three and one-half per cent per annum thereafter until the principal hereof shall have been paid. This bond is payable as to both principal and interest in gold coin of the United States of America of the present standard of value, or, at the option of Hungary, upon not less than thirty days' advance notice to the United States, in any obligations of the United States issued after April 6, 1917, to be taken at par and accrued interest to the date of payment hereunder. This bond is payable as to both principal and interest without deduction for, and is exempt from, any and all taxes and other public dues present or future, imposed by or under authority of Hungary or any political or local taxing authority within the Kingdom of Hungary, whenever, so long as, and to the extent that, beneficial ownership is in (a) the Government of the United States, (b) a person, firm, or association neither domiciled nor ordinarily resident in Hungary, or (c) a corporation not organized under the laws of Hungary. This bond is payable as to both principal and interest at the Treasury of the United States in Washington, D. C., or, at the option of the Secretary of the Treasury of the United States, at the Federal Reserve Bank of New York.

This bond is issued under an Agreement, dated April 25, 1924, between Hungary and the United States, to which this bond is subject and to which reference is made for a further statement of its terms and conditions.

The payment of the principal and interest on this bond is secured in the same manner and to the same extent as the obligation of Hungary in the principal amount of \$ 1,685,835.61 described in the preamble to said Agreement, subject to release in whole or in part by the Secretary of the Treasury of the United States under authority conferred by Section 7 of said Agreement.

IN WITNESS WHEREOF, Hungary has caused this bond to be executed in its behalf at the City of Washington, District of Columbia, by its Envoy Extraordinary and Minister Plenipotentiary at Washington, thereunto duly authorized.

The Government of the Kingdom of Hungary :

By .....

Envoy Extraordinary and Minister Plenipotentiary

Dated, December 15, 1923.

(Back)

The following amounts have been paid upon the principal amount of this bond :  
Date ..... Amount paid .....

AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND HUNGARY MODIFYING THE DEBT-FUNDING AGREEMENT OF 25 APRIL 1924 (MORATORIUM). SIGNED AT WASHINGTON, ON 27 MAY 1932

AGREEMENT MADE THE 27TH DAY OF MAY, 1932, AT THE CITY OF WASHINGTON, DISTRICT OF COLUMBIA, BETWEEN THE GOVERNMENT OF THE KINGDOM OF HUNGARY, HEREINAFTER CALLED HUNGARY, PARTY OF THE FIRST PART, AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA, HEREINAFTER CALLED THE UNITED STATES, PARTY OF THE SECOND PART

WHEREAS, under the terms of the debt funding agreement between Hungary and the United States, dated April 25, 1924<sup>2</sup> there is payable by Hungary to the United States during the fiscal year beginning July 1, 1931 and ending June 30, 1932, in respect of the bonded indebtedness of Hungary to the United States, the aggregate amount of \$ 69,342.75, including principal and interest ; and

WHEREAS, a Joint Resolution of the Congress of the United States, approved December 23, 1931, authorizes the Secretary of the Treasury, with the approval of the President, to make on behalf of the United States an agreement with Hungary on the terms hereinafter set forth, to postpone the payment of the amount payable by Hungary to the United States during such year in respect of its bonded indebtedness to the United States ;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows :

1. Payment of the amount of \$ 69,342.75 payable by Hungary to the United States during the fiscal year beginning July 1, 1931 and ending June 30, 1932, in respect of the bonded indebtedness of Hungary to the United States, according to the terms of the agreement of April 25, 1924, above mentioned, is hereby postponed so that such amount, together with interest thereon at the rate of 4 per centum per annum from July 1, 1933, shall be paid by Hungary to the United States in ten equal annuities of \$ 8,451.16 each, payable in equal semiannual installments on December 15 and June 15 of each fiscal year beginning with the fiscal year July 1, 1933 and ending June 30, 1934, and concluding with the fiscal year beginning July 1, 1942 and ending June 30, 1943. The bond numbered 8, dated December 15, 1923, matured December 15, 1931, in the principal amount of \$ 12,000, and delivered by Hungary to the United States under the agreement of April 25, 1924, shall be retained by the United States until the annuities due under this Agreement shall have been paid.

<sup>1</sup> Came into force on 9 July 1932 upon ratification on that date by the Hungarian Parliament.

<sup>2</sup> See p. 18 of this volume.

2. Except so far as otherwise expressly provided in this Agreement, payments of annuities under this Agreement shall be subject to the same terms and conditions as payments under the agreement of April 25, 1924, above mentioned. The proviso in paragraph 2 of such agreement, authorizing the postponement of payments on account of principal, and the option of Hungary provided for in paragraph 4, to pay in obligations of the United States, shall not apply to annuities payable under this Agreement.

3. The Agreement of April 25, 1924, between Hungary and the United States, above mentioned, shall remain in all respects in full force and effect except so far as expressly modified by this Agreement.

4. Hungary and the United States, each for itself, represents and agrees that the execution and delivery of this Agreement have in all respects been duly authorized and that all acts, conditions, and legal formalities which should have been completed prior to the making of this Agreement have been completed as required by the laws of Hungary and the United States, respectively, and in conformity therewith.

5. This Agreement shall be executed in two counterparts, each of which shall have the force and effect of an original.

IN WITNESS WHEREOF, Hungary has caused this Agreement to be executed on its behalf by its Envoy Extraordinary and Minister Plenipotentiary at Washington, thereunto duly authorized, subject, however, to ratification, and the United States has likewise caused this Agreement to be executed on its behalf by the Secretary of the Treasury, with the approval of the President, pursuant to a Joint Resolution of Congress approved December 23, 1931, all on the day and year first above written.

The Government of the Kingdom of Hungary :

By László SZÉCHÉNYI  
Envoy Extraordinary and  
Minister Plenipotentiary

The United States of America :

By Ogden L. MILLS  
Secretary of the Treasury

*Approved :*

Herbert HOOVER  
President

May 27, 1932



CONVENTION\* BETWEEN THE UNITED STATES OF AMERICA AND  
THE AUSTRO-HUNGARIAN MONARCHY RELATING TO EXTRA-  
DITION. SIGNED AT WASHINGTON, ON 3 JULY 1856<sup>1</sup>

CONVENTION FOR THE MUTUAL DELIVERY OF CRIMINALS, FUGITIVES FROM JUSTICE,  
IN CERTAIN CASES, CONCLUDED BETWEEN THE UNITED STATES ON THE ONE  
PART AND AUSTRIA ON THE OTHER PART

WHEREAS, it is found expedient for the better administration of justice and the prevention of crime within the territories and jurisdiction of the parties, respectively, that persons committing certain heinous crimes, being fugitives from justice, should under certain circumstances, be reciprocally delivered up; and also to enumerate such crimes explicitly; and whereas, the laws of Austria forbid the surrender of its own citizens to a foreign jurisdiction, the government of the United States, with a view of making the Convention strictly reciprocal, shall be held equally free from any obligation to surrender citizens of the United States; therefore on the one part the United States of America and on the other part His Majesty the Emperor of Austria, having resolved to treat on this subject, have for that purpose appointed their respective plenipotentiaries to negotiate and conclude a Convention—that is to say:

The President of the United States, William L. Marcy, Secretary of State, and His Majesty the Emperor of Austria, John George Chevalier de Hülsemann, His said Majesty's Minister Resident near the government of the United States, who, after reciprocal communication of their respective powers, have agreed to and signed the following articles:

*Article I*

It is agreed that the United States and Austria shall, upon mutual requisitions by them or their ministers, officers or authorities, respectively made, deliver up to justice all persons who, being charged with the crime of murder, or assault with intent to commit murder, or piracy, or arson, or robbery, or forgery, or the fabrication or circulation of counterfeit money, whether coin or paper money, or the embezzlement of public moneys, committed within the jurisdiction of either party, shall seek an asylum, or shall be found within the territories of the other: *Provided*, that this shall only be done upon such evidence of criminality as, according to the laws of the place where the fugitive or person so charged

\* Convention revived with Austria on May 6, 1922, and with Hungary on May 27, 1922.

<sup>1</sup> Came into force on 13 December 1856 upon the exchange of ratifications by the two Governments.

shall be found, would justify his apprehension and commitment for trial, if the crime or offence had there been committed ; and the respective judges and other magistrates of the two governments shall have power, jurisdiction and authority, upon complaint made under oath, to issue a warrant for the apprehension of the fugitive or person so charged, that he may be brought before such judges or other magistrates respectively, to the end that the evidence of criminality may be heard and considered ; and if, on such hearing, the evidence be deemed sufficient to sustain the charge, it shall be the duty of the examining judge or magistrate to certify the same to the proper executive authority, that a warrant may issue for the surrender of such fugitive. The expense of such apprehension and delivery shall be borne and defrayed by the party who makes the requisition and receives the fugitive.

The provisions of the present Convention shall not be applied, in any manner, to the crimes enumerated in the First Article, committed anterior to the date thereof ; nor to any crime or offence of a political character.

#### *Article II*

Neither of the contracting parties shall be bound to deliver up its own citizens or subjects under the stipulations of this Convention.

#### *Article III*

Whenever any person accused of any of the crimes enumerated in this Convention shall have committed a new crime in the territories of the State where he has sought an asylum, or shall be found, such person shall not be delivered up under the stipulations of this Convention until he shall have been tried and shall have received the punishment due to such new crime, or shall have been acquitted thereof.

#### *Article IV*

The present Convention shall continue in force until the 1st of January, 1858 ; and if neither party shall have given to the other six months' previous notice of its intention then to terminate the same, it shall further remain in force until the end of twelve months after either of the high contracting parties shall have given notice to the other of such intention ; each of the high contracting parties reserving to itself the right of giving such notice to the other at any time after the expiration of the said 1st day of January, 1858.

*Article V*

The present Convention shall be ratified by the President, by and with the advice and consent of the Senate of the United States, and by His Majesty the Emperor of Austria, and the ratifications shall be exchanged at Washington within six months from the date hereof, or sooner if possible.

IN FAITH WHEREOF the respective Plenipotentiaries have signed this Convention and have hereunto affixed their seals.

DONE in duplicate at Washington the third day of July, in the year of our Lord one thousand eight hundred and fifty-six and of the Independence of the United States the eightieth.

[SEAL] W. L. MARCY

EXCHANGE OF NOTES CONSTITUTING AN ARRANGEMENT<sup>1</sup> BETWEEN  
THE UNITED STATES OF AMERICA AND HUNGARY RELATING  
TO THE RECIPROCAL WAIVER OF PASSPORT VISA FEES FOR  
NON-IMMIGRANTS. BUDAPEST, 6 AND 21 APRIL 1936

## I

## AIDE-MÉMOIRE

Reference is made to the Legation's Note No. 104 of April 17, 1935, and to previous correspondence with the Royal Hungarian Ministry for Foreign Affairs regarding a suggested reciprocal agreement between the Government of the United States and the Royal Hungarian Government for a reduction or waiver of passport visa fees for non-immigrants.

As a result of conversations which have taken place recently between the Legation and the Passport Bureau of the Royal Hungarian Foreign Office, the Legation understands that the Royal Hungarian Government is willing to waive, during the period from May 1 to October 31, 1936, inclusive, all visa fees for non-immigrants bearing American passports, if the Government of the United States will issue gratis visas during the same period of time to non-immigrants bearing Hungarian passports. The Government of the United States agrees to this proposal and will issue the necessary instruction to the American Consuls abroad upon being advised of the receipt by the Legation of a communication from the Royal Hungarian Foreign Office confirming the statements set forth above.

It is hoped that the Royal Hungarian Government will find it possible to continue this policy of a reciprocal waiver of non-immigrant passport visa fees after the thirty-first of October, 1936.

Budapest, April 6, 1936.

## II

*Translation*

ROYAL HUNGARIAN MINISTRY FOR FOREIGN AFFAIRS

No. 41,465/10  
1936

## NOTE VERBALE

The Royal Hungarian Ministry for Foreign Affairs has perused with interest the Aide-Mémoire of April 6, according to which the Government of the United

<sup>1</sup> Came into force on 21 April 1936 by the exchange of the said notes.

States of America is willing to exempt Hungarian subjects, during the period May 1 to October 31, 1936, under conditions of reciprocity, from the payment of visa fees if travelling, but not immigrating, to the United States of America.

The Royal Hungarian Ministry for Foreign Affairs has the honor to advise the Legation that the Royal Hungarian Government has suspended for the above period the regulations requiring visas insofar as the United States of America is concerned.

The citizens of the United States of America may, if in possession of regular passport, enter Hungary (and, of course, also leave the country) during that period without visas.

The Royal Hungarian Government is granting at present the above facilities only temporarily and for a trial period, at the same time expressing the hope that the development of tourist traffic will make it possible to renew this arrangement.

Budapest, April 21, 1936.

[Seal of the Royal Hungarian  
Ministry for Foreign Affairs]

To the Legation of the United States of America

Budapest

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> EXTENDING  
THE ARRANGEMENT OF 21 APRIL 1936 BETWEEN THE UNITED  
STATES OF AMERICA AND HUNGARY RELATING TO THE RECIP-  
ROCAL WAIVER OF PASSPORT VISA FEES FOR NON-IMMIGRANTS.  
BUDAPEST, 9 AND 11 OCTOBER 1936

I

LEGATION OF THE UNITED STATES OF AMERICA

The American Legation presents its compliments to the Royal Hungarian Ministry for Foreign Affairs and has the honor to refer to the Royal Ministry's note of April 21, 1936, No. 41,465/10-1936, and to previous correspondence relating to the waiver of visa fees between the United States and Hungary for the period from May 1 to October 31, 1936.

The Legation has been instructed by its Government to renew the suggestion previously made that a definitive arrangement be concluded between the two Governments for the waiver of non-immigrant passport visa fees for Hungarian citizens entering the United States and for American citizens entering Hungary. The suggestion is made that such agreement might be for an indefinite period of time, subject to termination by either party upon three months' notice. Such an agreement would obviate the necessity of advising the various Missions and Consulates of the two Governments on each occasion that the present agreement is renewed.

In order that due notice may be given to American Missions or Consulates at an early date, it is requested that the Legation be advised whether or not the Royal Ministry agrees to a continuation of the present practice after October 31, 1936, until such time as a more definitive agreement may be concluded.

Budapest, October 9, 1936.

J. B. S.

To the Royal Hungarian Ministry for Foreign Affairs  
Budapest

<sup>1</sup> Came into force on 1 November 1936 in accordance with the terms of the said notes.

## II

*Translation*

ROYAL HUNGARIAN MINISTRY FOR FOREIGN AFFAIRS

No. 45,050/10  
1936

## NOTE VERBALE

Referring to the Legation's Note Verbale No. 230 of October 9, 1936, the Royal Hungarian Ministry for Foreign Affairs has the honor to advise that the Royal Hungarian Government has extended until March 31, 1937, visa exemptions with respect to the United States of America, provided that the Government of the United States of America on its part grants during the above period visa exemption as has been in force until now to Hungarian subjects travelling to the United States of America not for the purpose of emigration.

In view of the above, citizens of the United States of America if in possession of valid passports will be able to travel to Hungary up to the time stated without visas (and, of course, will also be able to leave the country without them). The Royal Hungarian Government is granting the above facilities temporarily and it hopes that the increase in tourist traffic will make it possible that it be repeatedly renewed.

Budapest, October 31, 1936.

[Seal of the Royal Hungarian  
Ministry for Foreign Affairs]To the Legation of the United States of America  
Budapest

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> EXTENDING  
THE ARRANGEMENT OF 21 APRIL 1936 BETWEEN THE UNITED  
STATES OF AMERICA AND HUNGARY RELATING TO THE RECIP-  
ROCAL WAIVER OF PASSPORT VISA FEES FOR NON-IMMI-  
GRANTS. BUDAPEST, 22 AND 23 MARCH 1937

## I

*Translation*

ROYAL HUNGARIAN MINISTRY FOR FOREIGN AFFAIRS

No. 41,079/10  
1937

## NOTE VERBALE

Referring to the conversations between the Chief of the Bureau of Passports and of Travel of the Royal Hungarian Ministry for Foreign Affairs, and Secretary of Legation Mr. Garret G. Ackerson, Jr., concerning the repeated renewal of the suspension of visa obligations with respect to the citizens of the United States of America, the Royal Hungarian Ministry has the honor to enclose herewith for kind perusal two copies of the instruction sent in the matter to the Royal Hungarian missions abroad, and it has the honor to request at the same time that it be informed concerning the nature of the instruction sent in the same matter by the Government of the United States of America to its missions abroad.

Budapest, March 22, 1937.

To the Legation of the United States of America  
Budapest*Translation*

ROYAL HUNGARIAN MINISTRY FOR FOREIGN AFFAIRS

No. 41,079/10  
1937

*Circular Instruction concerning the repeated renewal of the suspension of visa obligations  
with respect to the citizens of the United States of America*

To All Royal Hungarian Missions Abroad

Referring to the Ministry's Circular Instruction No. 45,050/10-1936 of October 29, 1936, you are advised that the validity of visa-exemption with respect to the citizens of the United States of America—provided they are in possession of regular passports—

<sup>1</sup> Came into force on 1 April 1937, in accordance with the terms of the said notes.



has again temporarily been extended by a further period of six months, i.e. to and inclusive September 30, this year.

You are advised at the same time that, according to information received from the Legation of the United States of America in Budapest, the Government of the United States of America has ordered, on its part, that Hungarian nationals travelling during the above period to the United States of America as non-immigrants shall be exempt from the payment of visa fees.

The proper honorary consular offices should be advised accordingly.

Budapest, March 19, 1937.

For the Minister :  
(Signed) Tibor PÖZEL  
Royal Hungarian Consul General

## II

### LEGATION OF THE UNITED STATES OF AMERICA

No. 269

The American Legation presents its compliments to the Royal Hungarian Ministry for Foreign Affairs and has the honor to acknowledge the receipt of the Royal Ministry's Note Verbale of March 22, 1937, No. 41,079/10-1937, enclosing for the Legation's information copies of the instruction sent to the Royal Hungarian Missions abroad to advise them that the agreement between the Royal Hungarian Government and the Government of the United States for the issuance of gratis visitors' visas had been extended to cover the period from April 1st to September 30th, 1937.

There is submitted herewith, for the information of the Royal Ministry, a copy of the letter of March 13, 1937, addressed by this Legation to the American Missions in Europe, Turkey and Egypt. The Missions in other parts of the world have been similarly instructed by the Department of State at Washington.

Budapest, March 23, 1937.

To the Royal Hungarian Ministry  
for Foreign Affairs

Budapest

Enclosure :

Letter of March 13, 1937

No. 2426

LEGATION OF THE UNITED STATES OF AMERICA  
BUDAPEST, HUNGARY

March 13, 1937

To American Missions in Europe, Turkey and Egypt

Sirs :

With reference to the Department's Instruction of November 4, 1936 (File No. 811.1101 Waivers 64), you are respectfully informed that the Government of Hungary agreed today to extend to September 30, 1937, the time limit specified in the reciprocal agreement between the United States and Hungary for the temporary waiver of visitors' visa fees in the case of Hungarian subjects and visitors' visas in the case of American citizens.

Copies of this notification are being mailed to supervisory consular offices in the countries mentioned above with the request that the foregoing be repeated to consular officers under their jurisdiction.

Respectfully yours,

For the Minister :  
Howard K. TRAVERS  
Secretary of Legation

811.1101

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> FURTHER EXTENDING THE ARRANGEMENT OF 21 APRIL 1936 BETWEEN THE UNITED STATES OF AMERICA AND HUNGARY RELATING TO THE RECIPROCAL WAIVER OF PASSPORT VISA FEES FOR NON-IMMIGRANTS. BUDAPEST, 18 AUGUST, 21 AND 23 SEPTEMBER 1937

## I

## LEGATION OF THE UNITED STATES OF AMERICA

No. 323

The American Legation presents its compliments to the Royal Hungarian Ministry for Foreign Affairs and has the honor to refer to the Royal Ministry's note of March 22, 1937, No. 41,079/10-1937, embodying the agreement for the waiver of non-immigrant passport visa fees between Hungary and the United States for the period April 1 to September 30, 1937.

The Legation refers to its previous correspondence with regard to this matter and informs the Royal Ministry that the Government of the United States is desirous of renewing this agreement after September 30, 1937, for such period as the Royal Hungarian Government may desire. In order to facilitate the granting of visas and to make unnecessary the issuance of instructions every six months to the various Hungarian and United States missions and consulates throughout the world, it is suggested that the new agreement be made for an indefinite period subject to termination on two or three months' notice by either Government.

Budapest, August 18, 1937.

To the Royal Hungarian Ministry  
for Foreign Affairs  
Budapest

## II

*Translation*

## ROYAL HUNGARIAN MINISTRY FOR FOREIGN AFFAIRS

No. 44,670/10  
1937

Two enclosures

## NOTE VERBALE

Referring to Note Verbale No. 323 of the Legation of the United States of America at Budapest, the Royal Hungarian Ministry for Foreign Affairs has the

<sup>1</sup> Came into force on 1 October 1937, in accordance with the terms of the said notes.

honor to advise that the Hungarian Government has approved the proposal in question and has instructed — as per circular attached — the Royal Hungarian missions abroad to prolong the validity of the visa waiver agreement, without time limit.

The Legation is requested to take the necessary measures in order that the U. S. A. missions abroad be notified in time so that — until further instruction — non-immigrant subjects of Hungary going to the United States should be exempted from the payment of visa fees.

With regard to the termination of the agreement, the Royal Hungarian Government would be pleased to have a three months advance notice in connection therewith.

The undersigned Royal Hungarian Ministry for Foreign Affairs requests the Legation to confirm in writing the receipt of this Note Verbale.

Budapest, September 21, 1937.

To the Legation of the United States of America  
Budapest

ROYAL HUNGARIAN MINISTRY FOR FOREIGN AFFAIRS

No. 44,670/10  
1937

Budapest, September 21, 1937

*Circular Instruction concerning, until further notice, the reciprocal waiver of visa obligations with respect to the citizens of the United States of America*

To All Royal Hungarian Missions Abroad

With reference to my circular instruction No. 41,079/10-1937 of March 19, you are advised that according to the agreement reached with the Government of the U.S.A. the waiver of visas with respect to the citizens of the United States of America—provided they are in possession of valid passports—expiring on September 30, 1937 has been extended until further instruction, i.e. without any time limit.

On the other hand the Government of the United States will simultaneously issue instructions according to which—until further notification— non-immigrant citizens of Hungary going to the United States shall be exempted from the payment of visa fees.

The Supervisory Consular Offices are to be instructed accordingly.

For the Minister :  
Baron APOR m. p.

## III

## LEGATION OF THE UNITED STATES OF AMERICA

No. 330

The American Legation presents its compliments to the Royal Hungarian Ministry for Foreign Affairs and has the honor to acknowledge receipt of the Royal Ministry's Note Verbale of September 21, 1937, No. 44,670/10, enclosing for the Legation's information copies of the instructions sent to Royal Hungarian missions abroad to advise them that a new agreement has been concluded between the Royal Hungarian Government and the Government of the United States for the issuance of gratis visitor visas. It is noted that the Royal Ministry has accepted the proposals made in the Legation's note No. 323 of August 18, 1937, and that the present agreement is for an indefinite period, subject to termination on three months notice by either of the Governments.

There is submitted herewith for the information of the Royal Ministry a copy of the letter dated September 17, 1937, addressed by this Legation to the American missions in Europe, Turkey and Egypt. The American missions in other parts of the world have been similarly instructed by the Department of State at Washington.

Budapest, September 23, 1937.

To the Royal Hungarian Ministry  
for Foreign Affairs  
Budapest

Enclosure :

Copy of circular letter dated September 17, 1937

LEGATION OF THE UNITED STATES OF AMERICA  
BUDAPEST, HUNGARY

September 17, 1937

To American Missions in Europe, Turkey and Egypt

Sirs :

With reference to the Legation's mimeographed letter of March 13, 1937 (File No. 811.1101/EVP/eg), and to the Department's Circular Visa Instruction of March 19, 1937 (File No. 811.1101 Waivers/64), you are respectfully informed that there has now been concluded between this Legation and the Government of Hungary another agreement for the waiver of visitors' visa fees in the cases of Hungarian subjects and the waiver of visas in the cases of American citizens.

Although subject to termination by three months notice, the agreement is to be effective for an indefinite period of time.

Copies of this notification are being mailed to supervisory consular offices in the countries mentioned above with the request that its contents be repeated to consular officers under their jurisdiction.

Respectfully yours,

Howard K. TRAVERS  
Chargé d'Affaires a. i.

811.11

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PARCEL POST CONVENTION<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND HUNGARY. SIGNED AT BUDAPEST, ON 3 JULY 1928, AND AT WASHINGTON, ON 16 AUGUST 1928

For the purpose of concluding arrangements for the exchange of parcel-post packages between the United States of America (including Alaska, Hawaii, Porto Rico, Guam, Samoa, and the Virgin Islands of the United States) and Hungary, the undersigned, Harry S. New, Postmaster General of the United States of America, and Baron Gabriel Szalay, Director General of Posts of Hungary by virtue of authority vested in them, have agreed upon the following articles :

I. LIMITS OF WEIGHT AND SIZE

1. No parcel shall exceed twenty-two pounds (ten kilograms) in weight, three feet six inches (one hundred and five centimetres) in length, or six feet (one hundred and eighty 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, save in cases of obvious error.

II. 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.

III. 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, but such address slips should 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.

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

<sup>1</sup> Came into force on 1 October 1928 by mutual agreement of the postal administrations of the two Governments.

2. The sender shall prepare one customs declaration for each parcel sent from either country, upon a special form provided for the purpose, which customs declaration shall give a general description of the parcel, an accurate statement in detail of its contents and value, date of mailing, the sender's name and address, and the name and address of the addressee, and shall be securely attached to the parcel.

The sender shall also prepare one dispatch note for each parcel sent from either country, upon a special form provided for the purpose, which shall be securely attached to the parcel, and shall give the office of mailing, name and address of the sender, number of customs declarations, weight, postage paid, name and address of the addressee and office of destination, and, in the case of insured parcels, the number given the parcel.

3. The Administrations accept no responsibility for the correctness of the customs declaration or of the dispatch notes.

4. Every parcel shall be packed in a manner 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. Each insured parcel must be marked or labelled or stamped "Insured", 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 and the dispatch note, must also be marked or labelled or stamped "Insured".

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 covers so as to hide the edge.

7. Any liquid or any substance which easily liquefies must be packed in a double receptacle. Between the first receptacle (bottle, flask, pot, box, etc.) and the second (box of metal, strong wood, strong corrugated card-board 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 lead-sealed metal containers which containers must be enclosed in substantial outer covers, so as to afford the utmost protection to the accompanying mail matter.

#### IV. PROHIBITIONS

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

a) A letter or a communication having the nature of a letter. 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 different from that placed on the cover of the parcel.

c) Any live animal (except bees, which must be enclosed in boxes so as to avoid all danger to postal officers and to allow the contents to be ascertained).

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.

#### V. 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 revenues, and the customs duties properly chargeable thereon shall be collected on delivery, in accordance with the customs regulations of the country of destination.

#### VI. 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.

#### VII. BILLING OF PARCELS

1. The ordinary (uninsured) parcels included in each dispatch shall be advised on a parcel bill by the simple entry of their total number.

2. The 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.

3. The entry on the bill of any returned parcel must be followed by the word "Returned".

4. 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.

5. 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 convention, shall be settled by mutual agreement through correspondence between the two Administrations.

#### VIII. CERTIFICATES OF MAILING

The sender will, on request at the time of mailing an ordinary (uninsured) parcel, receive a certificate of mailing from the post office where the parcel is mailed, on a form provided for the purpose; and each country may fix a reasonable fee therefor, but no certificate of mailing, other than the insurance receipt, will be furnished the sender of insured parcels.

#### IX. RESPONSIBILITY NOT ACCEPTED FOR ORDINARY PARCELS

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.

#### X. INSURANCE

1. The sender of a parcel may have the same insured by paying in addition to the postage such insurance fee as is prescribed by the country of origin, and in the event of loss, rifling, or damage, indemnity shall be paid for the actual amount, based on the actual value at the time and place of mailing, of the loss, rifling, or

damage up to a sum not exceeding \$ 100 gold when mailed in the United States of America, or the equivalent thereof, 560 pengő when mailed in Hungary.

No insured parcel shall be indemnified for an amount above the real value of its contents.

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

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

If a parcel containing coin, 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.

3. The Administration of origin is entitled to fix its own fees for different limits of indemnity within the maximum provided.

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

#### XII. INDEMNITY

1. Except in cases of loss or damage through *force majeure* (causes beyond control) 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.

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, that is, insured parcels originating in one of the two contracting countries or a third country addressed for delivery in some other country not a party to this Convention.

2. Neither Administration is bound to pay indemnity in case of loss or damage due to *force majeure* under any particular definitions of that term unless the other Administration will assume liability reciprocally under the same definitions of the term, although either country may at its option and without recourse to the other country, pay indemnity for losses or damages occurring through *force majeure* under any definition of that term.

3. 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 obliged to pay under any agreement in force between the countries directly involved in the forwarding or return. Either country adhering to this Convention, which improperly forwards an insured parcel to a third country, shall be responsible therefor to the extent of the liability of the country of origin to the sender within the limit of indemnity fixed by this Convention.

4. 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.

5. No compensation shall be given for loss, injury, or damage consequential upon, i. e., indirectly arising from, the loss, non-delivery, misdelivery, damage or delay, of any insured parcel transmitted under this Convention.

6. No indemnity will be paid for insured parcels which contain matter of no intrinsic value nor for insured parcels containing 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 Convention, 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.

7. 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 fee is not in any case returned.

8. 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.

9. 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 to 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.

10. 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.

11. However, the administration of origin may, in the cases indicated in the foregoing paragraph, 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.

12. Except in cases where payment is exceptionally deferred as provided in the foregoing paragraph, 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.

13. 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.

14. 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.

15. Reimbursements for indemnity from one country to the other shall be made on the gold basis.

16. Repayments are to be made free of cost to the creditor country by means of either a money order or a draft, 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.

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.

### XIII. 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 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.

### XIV. 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.

#### XV. FEES FOR DELIVERY AND FOR CUSTOMS FORMALITIES. DEMURRAGE CHARGES

1. The Administration of the country of destination may collect from the addressees for delivery and for the fulfilment of Customs formalities a charge not exceeding fifty centimes gold 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.

2. 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. Any such charges shall be cancelled in the event of the return of the parcel to the country of origin.

#### XVI. 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 case of the 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 XII, section 3, of this Convention.

#### XVII. POSTAL CHARGES OTHER THAN THOSE PRESCRIBED NOT TO BE COLLECTED

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

2. Each Administration shall retain to its own use the whole of the postage and fees and other charges which it collects under the provisions of this Convention.

#### XVIII. 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 Administrations or to such post offices as may be mutually agreed upon by correspondence.

#### XIX. 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 or on a Dispatch Note or Customs Declaration attached to or stuck on 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 .....’.”



csomagokon nincs az a megjegyzés, amely a csomagok más, mint a felvevő vagy rendeltetési országba való továbbítását kizárja, ezeket a csomagokat — mint értéknilyvánításos csomagokat — harmadik országba is továbbítani lehet. Hasonlóképpen lehet értéknilyvánításos csomagokat a feladónak a csomagon feljegyzett és valamely harmadik országban levő címére visszaküldeni, ha oda értéknilyvánításos csomagok küldhetők. Valamely harmadik országba után- vagy visszaküldött értéknilyvánításos csomag elveszése, kifosztása vagy sérülése esetén kártérítés csak e szerződés XII. cikkének 3. pontja alapján jár.

#### XVII. EGYÉB POSTAI DIJAK SZEDÉSÉNEK TILALMA

1. Azokat a postacsomagokat, amelyekre e szerződés nyer alkalmazást, nem lehet más díjakkal megterhelni, mint amelyeket e szerződés különböző szakaszai előírnak.

2. Mindegyik igazgatás mint sajátját megtartja azokat a postai és egyéb díjakat és pótdíjakat, amelyeket e szerződés intézkedései alapján beszedett.

#### XVIII. VISSZAVÉTEL ÉS CIMVÁLTOZTATÁS

Mindaddig, amíg valamely csomagot a címzettnek nem kézbesítettek, a feladó azt visszaveheti, vagy címét megváltoztathatja. A visszavétel és címváltoztatás iránti kérelmeket, amelyeknek a szerződő igazgatások által a belföldre megállapított szabályokkal kell megegyezniök, a központi igazgatásokhoz vagy az iratváltás utján megállapított postahivatalokhoz kell címezni.

#### XIX. KÉZBESITHETETLENSÉG

1. A feladó ellenkező tartalmu rendelkezése hiányában a kézbesithetetlen csomagot előzetes értesítés nélkül a feladóhoz kell visszaküldeni. A feladótól új postadíjat és értéknilyvánítással ellátott csomag esetében, (amelyeket ugyanugy kell visszaküldeni, ahogy azok érkeztek) új értékdíjat lehet szedni. Ezt a díjat az az igazgatás tartja meg, amelyik azokat beszedte.

2. A csomag feladója a feladásakor kívánhatja, hogy a csomagját, ha azt a címzésének megfelelően nem lehetett kézbesíteni, (a) kezeljék úgy, mint amelyről lemondott, vagy (b) a rendeltetési országban levő második címzettnek kézbestítsék. Más kérelem nem terjeszthető elő. Ha a feladó él ezzel a lehetőséggel, kérelmét a csomagra vagy a csomagra erősített vagy ahhoz tűzött szállítólevélre, illetve vámárnyilatkozatra köteles írni és pedig a következő minták egyikével megegyezően vagy ahhoz hasonlóan :

“If not deliverable as addressed ..... ‘Abandon’.”

“Ha a cím szerint nem kézbesithető, ..... a csomagról lemondok.”

“If not deliverable as addressed ..... ‘Deliver to .....’.”

“Ha a cím szerint nem kézbesithető, ..... kézbestítsék ..... nek.”

3. Except as otherwise provided, undeliverable parcels 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.

#### XX. CUSTOMS CHARGES TO BE CANCELLED

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

#### XXI. RETRANSMISSION

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 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.

#### XXII. RECEPTACLES

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.

#### XXIII. CHARGES

1. 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 intermediary administration.

2. In the case of a parcel returned or redirected in transit through one of the two Administrations to 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.

3. For every parcel weighing up to one kilogram (two pounds) mailed in one country and addressed for delivery in the other, whether ordinary, or insured, a payment of 60 centimes gold shall be made ; for every parcel weighing over one kilogram and not over five kilograms (eleven pounds), a payment of 1 franc gold shall be made ; and for every parcel weighing over five kilograms and not over ten kilograms (twenty-two pounds), a payment of 1.80 francs gold shall be made by the dispatching Administration to the receiving Administration.

4. For each parcel which is returned or redirected unpaid from one Administration to the other, the Administration returning or reforwarding the parcel shall be entitled to claim the following payments : (a) for parcels returned or redirected from Hungary to the United States of America, 1.50 francs gold for each parcel weighing up to 1 kilogram (2 pounds) ; 2.50 francs gold for each parcel weighing over 1 kilogram and not over 5 kilograms (11 pounds) ; and 4.50 francs gold for each parcel weighing over 5 kilograms and not over 10 kilograms (22 pounds) ; (b) for parcels returned or redirected from the United States of America to Hungary, 1.40 francs gold for each parcel weighing up to 1 kilogram ; 2.30 francs gold for each parcel weighing over 1 kilogram and not over 5 kilograms ; and 4.20 francs gold for each parcel weighing over 5 kilograms and not over 10 kilograms.

#### XXIV. 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 in the course of the month which follows the quarter to which they relate.

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.

#### XXV. MATTERS NOT PROVIDED FOR IN THE CONVENTION

1. All matters concerning the exchange, and requests for recall or return of insured parcels, the obtaining and disposition of return receipts therefor, and the adjustment of indemnity claims in connection therewith, not covered by this Convention shall be governed by the provisions of the Universal Postal Union Convention and the Detailed Regulations for its Execution, in so far as they are applicable and not inconsistent with the provisions of this Convention, and then if no other arrangement has been made, the internal legislation, regulations and rulings of the United States of America and Hungary, according to the country involved, shall govern.

2. The Postmaster General of the United States of America and the Director General of Posts of Hungary 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 Convention as well as to provide arrangements for the registration of parcel-post packages and for the exchange of parcels subject to collect-on-delivery charges should both countries at any time desire such services.

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, including the tariff applicable and all modifications of the tariff.

#### XXVI. DURATION OF CONVENTION

1. This Convention 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 insurance service, in whole or in part, when there are special reasons for doing so, or restrict it 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.

3. DONE in duplicata and signed at Budapest the third day of July, 1928, and at Washington the sixteenth day of August, 1928.

[SEAL]

Harry S. NEW  
Postmaster General

AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND HUNGARY FOR COLLECT-ON-DELIVERY SERVICE. SIGNED AT BUDAPEST, ON 15 DECEMBER 1930, AND AT WASHINGTON, ON 15 JANUARY 1931

For the purpose of concluding arrangements for the exchange between the United States of America (including Alaska, Hawaii, Porto Rico, Guam, Samoa, and the Virgin Islands of the United States) and Hungary of parcels marked for the collection of trade charges, the undersigned, Walter F. Brown, Postmaster General of the United States of America, and Gabriel Baron Szalay, Director General of Posts of Hungary, by virtue of authority vested in them, have agreed upon the following articles :

*Article I*

1. Parcel post packages admissible for mailing and insurance under the Parcel Post Convention<sup>2</sup> signed at Budapest the 3rd day of July, 1928, and at Washington the 16th day of August, 1928, and having charges to be collected on delivery, shall be accepted for mailing from Hungary to any money order post office in the United States of America or from the United States of America to any post office in Hungary.

2. C. O. D. parcels shall be accepted only when insured. C. O. D. parcels and the money orders issued in payment of the charges thereon shall be handled apart from ordinary dispatches of parcel post and from ordinary money orders. However, by mutual consent through correspondence, the collect-on-delivery service may be extended to ordinary (uninsured) parcel post packages exchanged between the two countries with the provision that each country may handle in transit and otherwise treat ordinary (uninsured) C. O. D. parcels addressed to, or received from, the other country in accordance with its own domestic regulations.

*Article II*

1. Parcels bearing charges for collection on delivery shall be subject to the postage rates, insurance fees, conditions of mailing, and other formalities applicable to insured parcels without trade charges as stipulated in the aforesaid Convention of July 3—August 16, 1928, when not inconsistent with the provisions of this Agreement.

2. 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

<sup>1</sup> Came into force on 1 February 1931 by mutual agreement of the postal administrations of the two Governments.

<sup>2</sup> See p. 66 of this volume.

required postage and other fees, as may be prescribed by its regulations, which fees and postage 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 XXIII of the aforesaid Convention of July 3-August 16, 1928.

### *Article III*

1. The maximum amount to be collected on delivery shall, for the present, be \$ 100.00. This amount may be increased or decreased at any time by mutual agreement through correspondence between the two postal Administrations. The amount to be collected on delivery shall invariably be expressed in dollars and cents.

2. When the sender makes a request early enough for any reduction or cancellation 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 IV*

The responsibility of properly closing, packing and sealing C. O. D. parcels lies upon the sender and the postal service of neither country will assume liability for loss arising from defects which may not be observed at the time of posting .

### *Article V*

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 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 fee or fees as are required to remit the amount of the C. O. D. charges to the sender in the country of origin.

2. 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 VI*

The C. O. D. money order advice lists shall show, in addition to the usual details, the C. O. D. (Insurance) 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 VII*

1. Parcels with C. O. D. charges shall be exchanged through the same offices as are appointed for the exchange of insured parcels without C. O. D. charges.

The exchanges of C. O. D. parcels between such offices shall be effected in direct dispatches in sacks containing nothing but C. O. D. articles, 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.

2. Such parcels will be listed in separate bills to show, with respect to each parcel, the C. O. D. number and post office and state of origin and the C. O. D. charges.

3. 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 XIV of the Convention of July 3-August 16, 1928.

#### *Article VIII*

The offices of New York and Budapest 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 IX*

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 articles to which they relate. 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.

2. 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 X*

1. By paying a higher insurance fee, the owner may provide for the payment of indemnity of a larger amount than the amount of the trade charges.

2. It is permissible to request return receipts for collect-on-delivery parcels.

#### *Article XI*

1. 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 a C. O. D. parcel has been lost, rifled, or damaged, or delivery has been made and the C. O. D. charges have not been remitted, the sender or other rightful claimant is entitled to an indemnity corresponding, if the article has been lost, rifled, or damaged, to the actual amount of loss, rifling, or damage, based on the actual value at the time and place of mailing, as provided in the Convention of July 3-August 16, 1928, for insured parcels not sent C. O. D.

or, in case delivery of the article has been effected but the charges have not been remitted, for the amount of the C. O. D. charges, unless the loss, rifling or damage has arisen from the fault or negligence of the sender or addressee, or of the representative of either or from the nature of the article, provided always that the indemnity shall not exceed the sum for which the required C. O. D. fee was paid in the country of origin.

2. No indemnity will be paid for C. O. D. parcels which contain matter of no intrinsic value unless the articles were delivered and the charges not remitted, 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 Convention, or which were not posted in the manner prescribed, but the country responsible for the loss, rifling or damage may pay indemnity in respect to such parcels without recourse to the other Administration.

3. Either of the two Administrations may, at its option, repay to the rightful claimant of indemnity, in case of complete loss, irreparable damage of the entire contents, or theft of the entire contents of a C. O. D. parcel, in addition to the postage, the C. O. D. fee, when requested. The insurance fees are not in any case returned.

4. When less than the proper amount is collected from the addressee on delivery, through fault of the Postal Service of either country, the sender shall be entitled only to indemnity equal to the difference between the amount erroneously collected and the amount of the collect-on-delivery charge which should have been collected as indicated by the sender at the time of mailing.

5. Until the contrary is proved, responsibility for a C. O. D. 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 or, if delivered, the transmission of the correct collect-on-delivery charges to the owner, unless it can show that the failure to collect and remit the correct collect-on-delivery charges was due to fault of the sender or the Administration of the country of origin.

6. When a C. O. D. article has been lost, rifled, or damaged, or has been delivered and the full charges have not been remitted, the Administration of origin shall pay indemnity to the rightful claimant as soon as possible and at the latest within a period of nine months 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 or failure to remit and has been duly notified.



7. When a C. O. D. 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.

8. Other provisions concerning the payments of indemnity for C. O. D. parcels will be the same as govern the payment of indemnity for insured parcels without C. O. D. charges, as set forth in Sections 2, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18 and 19 of Article XII of the Convention of July 3-August 16, 1928.

9. The provisions of this Agreement do not cover transit C. O. D. parcels.

10. By the fact of the payment of indemnity, the Administration making the payment is subrogated to the rights of the sender for any eventual recourse against the addressee or a third party.

#### *Article XII*

The amount regularly collected from the addressee is guaranteed to the sender on the conditions laid down by the money order convention already mentioned.

#### *Article XIII*

1. Each C. O. D. parcel and the relative dispatch note must bear, on the address side, the conspicuous impression of an official 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 insurance 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 fee or 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 labelled in the manner indicated in paragraph 1 above, each C. O. D. parcel may have a C. O. D. tag attached in a form mutually agreed upon.

#### *Article XIV*

1. Unless mutually otherwise agreed, C. O. D. parcels shall not be reforwarded to any other country than Hungary or the United States.

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 XV*

The sender may provide, in case his C. O. D. 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 XIX of the Convention of July 3-August 16, 1928.

*Article XVI*

Details as to the methods of handling indemnity claims involving C. O. D. parcels and other details for the execution of this Agreement may be arranged by correspondence between the two Administrations.

*Article XVII*

All matters connected with the exchange of C. O. D. articles not covered by this Agreement shall be governed by the Money Order, Postal, and Parcel Post Conventions in force between the two countries, or by the provisions of the Universal Postal Union Convention and the Detailed Regulations for its Execution, in so far 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 or regulations of the United States or Hungary, according to the country involved, shall govern, or the matter involved will be made the subject of mutual agreement by correspondence between the two countries.

*Article XVIII*

Either Administration may temporarily suspend the C. O. D. service, in whole or in part, when there are special reasons for doing so, or restrict it 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 XIX*

This Agreement shall take effect and operations thereunder shall begin on a date to be mutually settled between the Administrations of the two countries, and shall continue in force until terminated by mutual agreement; but may be annulled at the desire of either Administration upon six months' previous notice given to the other.

DONE in duplicate and signed at Budapest December 15, 1930, and at Washington January 15, 1931.

[SEAL]

Walter F. BROWN

[SEAL]

B. SZALAY GABŐR

CONVENTION<sup>1</sup> FOR THE EXCHANGE OF MONEY ORDERS BETWEEN  
THE UNITED STATES OF AMERICA AND THE KINGDOM OF HUN-  
GARY. SIGNED AT WASHINGTON, ON 3 APRIL 1922, AND AT  
BUDAPEST, ON 6 MAY 1922

Desiring to resume the interrupted exchange of Postal Money Orders between the two countries, the undersigned, Hubert Work, Postmaster General of the United States, and Louis de Hegyeshalmy, Minister of Commerce of the Kingdom of Hungary, duly authorized for that purpose, have formulated the following articles of agreement :

*Article I*

EXCHANGE OF ORDERS

1. There shall be a regular exchange of Postal Money Orders between the Kingdom of Hungary and the United States of America, with its possessions excepting the Panama Canal Zone and the Philippine Islands.
2. Each country shall communicate to the other a list of the post offices designated to participate in the exchange of orders.

*Article II*

EXCHANGE OFFICES

The money order service between the two countries shall be conducted through the medium of Exchange Offices. On the part of the United States the exchange office shall be New York and on that of Hungary the Exchange Office shall be Budapest.

*Article III*

MAXIMUM AMOUNT

1. The maximum amount of each order is fixed at one hundred dollars.
2. No order shall contain any fraction of a cent.

*Article IV*

AMOUNTS EXPRESSED IN UNITED STATES MONEY

The amounts of orders in both directions shall be expressed in United States currency (dollars and cents) and in consideration of the fluctuations in the rate of exchange it is agreed that all amounts shall be converted into their proper

<sup>1</sup> Came into force on 6 May 1922 by signature.

equivalents by the exchange office of Budapest ; that is to say, that the amounts received for orders issued in the Kingdom of Hungary and payable in the United States, shall be converted into dollars and cents according to the rate of exchange on the eve of the dispatch of the list described in Article VIII ; and the amount of orders issued in the United States for payment in Hungary shall be converted into the money of the country of payment at the current rate of exchange on the day of the arrival of the list from New York.

#### *Article V*

##### CURRENCY

The amount of the orders shall be deposited by the remitter and paid to the payee in gold or its nearest legal equivalent. However, in case there be money in legal circulation of less value than gold, each Administration shall have the right to receive and use such money in its transactions with the public, taking into account the difference in value.

#### *Article VI*

##### COMMISSIONS

1. The Postal Administration of Hungary shall have the right to fix the commission which the public shall pay for orders issued by its offices and the Administration of the United States shall have the same right with regard to the orders which it may issue.

2. Each country shall communicate to the other a list of the commissions which it may collect and the public shall pay for that service. These commissions shall be paid in advance at the office of issue and shall not be refunded.

3. The country of origin shall keep the fees paid by the public on all money orders issued within its own jurisdiction and no commission shall be exacted or other charge made by either Administration for any other services performed in connection with the exchange of money orders.

#### *Article VII*

##### APPLICANT MUST SUPPLY PARTICULARS

The applicant for a money order shall be required to furnish, if possible, the full surname and Christian name (or at least the initial of one Christian name) both of the remitter and the payee, or the name of the firm or company who are remitters or payees and the address of the remitter and payee.

*Article VIII*

## MONEY ORDER LISTS

1. The particulars relating to each order issued in the United States on Hungary shall be entered by the exchange office of New York, State of New York, on a list identical with Model "A" (thus indicated in the appendix), in which shall be expressed the amount of each order in the money of the United States. That list having received the impression of the dating stamp of the office at New York shall be transmitted to the Exchange Office at Budapest, where it shall be stamped in like manner (with the date of receipt) and where the necessary arrangements for payment of the orders shall be made.

2. In the same way the particulars relating to orders issued in Hungary on the United States shall be entered by the exchange office at Budapest in a list identical with Model "B" (thus indicated in the appendix), in which shall be entered the amount of each order in the money of the United States. That list after receiving the impression of the dating stamp of the exchange office shall be transmitted to the exchange office of New York, State of New York, where in like manner it shall be stamped with the date of receipt and where the necessary arrangements shall be made for payment of the orders.

3. Each list, as well as each order listed, shall be numbered consecutively 1, 2, 3, 4, 5, etc., in the order of dispatch, commencing with July 1, of each year, and each of the contracting parties shall acknowledge receipt by means of the first subsequent list sent to the other country.

4. A list shall be transmitted by every mail dispatched from Budapest for New York and vice versa, and a duplicate of each list shall be dispatched by the next following mail.

5. Should it happen on the date of dispatch of the list that there are no orders to send, a list shall be sent nevertheless with the following words written across it: "No orders."

6. Should the original list or the duplicate thereof fail to be received at the expected time, the dispatching exchange office upon receiving notice of that fact, shall transmit a duplicate or a triplicate of the missing list duly authenticated.

7. The exchange office at New York shall transmit to the exchange office at Budapest the advices of the original orders issued in the United States for payment in Hungary with the lists in which they are entered.

*Article IX*

## HOW PAYMENT IS EFFECTED

1. As soon as a list arrives at the office of destination, that office shall issue the orders according to the amounts specified in the lists in favor of the payees

and remit them free from postage to the respective addressees or to the offices of destination, in conformity with the regulation in force in each country for the payment of postal money orders.

2. When the list contains irregularities which cannot be corrected at the receiving exchange office that office shall ask for explanations with the least possible delay ; and in the meantime the issue of inland money orders corresponding to the entries shall be suspended until the explanations are received.

3. One copy of each exchange list shall be returned by the receiving exchange office to the dispatching office, but before returning such copy, the receiving office shall enter therein the names of the respective offices of payment of the orders enumerated in the list, and in the lists from the United States returned by the exchange office at Budapest, the latter office shall also enter the amount of each order in the money of Hungary according to the conversion made by it.

#### *Article X*

##### PAYMENT SUBJECT TO RULES OF COUNTRY DRAWN ON

1. The orders issued by each country on the other shall be subject as regards payment to the regulations which govern payment of domestic money orders in the country on which they are drawn.

2. The paid orders shall remain in the possession of the country of payment.

#### *Article XI*

##### CORRECTION OF ERRORS

When it becomes necessary to rectify an error in the name of the remitter or of the payee, or when the amount is to be returned to the sender, the one interested shall apply directly to the office where the order was issued.

#### *Article XII*

##### DUPLICATE ORDERS

Duplicate orders may be issued only by the Postal Administration of the paying country and in accordance with its regulations on the subject.

#### *Article XIII*

##### REPAYMENT

1. Repayment shall be effected by the country of issue only after authorization is received from the country of destination ; the amount repaid must be placed to the credit of the former in the quarterly account.

2. Each Administration shall determine the course pursued in repayment to the remitter.

*Article XIV*

## VOID ORDERS

1. Orders which have not been paid within twelve months after that in which they were issued shall become void and the amounts received shall revert to and be placed at the disposal of the country of origin.

2. At the end of each month the Minister of Commerce shall prepare and send to the Third Assistant Postmaster General, Division of Money Orders, at Washington, a detailed statement of orders issued in the United States and drawn on Hungary which have not been paid within twelve months after the last day of the month of issue and under the terms of this Article have become void and reverted to the country of issue.

3. On the other hand the Post Office Department of the United States, at the end of each month, shall send to the Minister of Commerce of Hungary a list of postal money orders issued in the latter country and drawn on the United States, which, in accordance with this Article, have become void.

4. All orders which have become void shall be entered in the quarterly account to the credit of the country of issue.

*Article XV*

## ACCOUNTS

1. At the end of each quarter the Minister of Commerce of Hungary shall prepare an account in which shall be entered in detail the totals of the lists showing the amounts of orders issued during the same month in each of the two countries and the balance resulting from such transactions.

2. Two copies of that account shall be transmitted to the Post Office Department of the United States at Washington. If, after proper verification, the balance, which must always be expressed in money of the United States, is found to be against the Postal Administration of Hungary it shall be paid at New York in money of the United States by means of a bill of exchange, payable at sight. If the balance be found against the United States, it shall be paid in United States money by means of a bill of exchange payable at sight, drawn on New York and remitted by the Post Office Department at Washington.

3. Payments may also be made in cash or by means of bills of exchange drawn on places other than New York by mutual agreement between the two Administrations.

*Article XVI*

## REMITTANCES ON ACCOUNT

1. If, pending settlement of a quarterly account, either of the two Administrations shall ascertain that it owes the other a balance in excess of five thousand

dollars, it shall immediately cancel the indebtedness, or at least, make a remittance of the approximate amount due. The accounts and the letters relating to remittances on account shall be in accordance with the forms "C" "D" "E" and "F" annexed to this convention.

2. If the debtor Administration fails to effect payment within six months from the time when such balance accrues the creditor Administration shall have the right to demand and receive interest at the rate of six per cent per annum.

### *Article XVII*

#### ADDITIONAL REGULATIONS

1. The Postal Administration of either of the two countries may adopt other regulations not contrary to this convention, for the purpose of protection against fraud, or for the better operation of the system which it has established.

2. Every additional regulation adopted must be communicated without loss of time to the Administration of the other country.

### *Article XVIII*

#### SUSPENSION OF EXCHANGE

Should extraordinary circumstances justify it, each of the two Postal Administrations shall be authorized to suspend temporarily the exchange of money orders in whole or in part, provided that notice of the suspension is immediately given to the other country by cable if necessary.

### *Article XIX*

#### IN EFFECT

This Convention after having been signed shall take effect on the fifteenth day of the month of June 1922, and shall continue in force until twelve months after either Administration shall have notified the other of its desire to terminate it.

DONE in duplicate and signed at Washington on the third day of April 1922, and at Budapest on the sixth day of May 1922.

Hubert WORK  
Postmaster General of the United States

HEGYESHALMY  
Minister of Commerce of Hungary



A

No. 2426  
 List No. ....  
 Sheet No. ....

Stamp of New  
 York Office

LIST OF POSTAL MONEY ORDERS ISSUED IN THE UNITED STATES OF AMERICA  
 PAYABLE IN THE KINGDOM OF HUNGARY

Current international number of the Order	Number of original Order	Date of original Order	Conversion Rate				Post Office Issuing Original Order	Name of the Remitter of the Order	Name of the Payee of the Order	Address of the Payee of the Order	Number of Inland Order	Office of Payment	Remarks
			Amount in U. S. Money		Equivalent in Foreign Money								
			\$	¢									

A

(reverse)

Budapest, Hungary.  
....., 192..

Sir :

I have examined this List, and found it correct except for the errors noted below :

.....  
.....  
.....

Respectfully,  
.....

To the Postmaster  
Money Order Exchange Office  
New York, N. Y.

Stamp of New York Office

List No. ....

UNITED STATES POST OFFICE  
NEW YORK  
MONEY ORDER EXCHANGE OFFICE

Sir :

I have received your list No. .... dated .....,  
Nos. .... to ..... amount .....  
equivalent .....  
and this has been found to be correct, except as noted below.

This List herewith represents all Orders received since the dispatch of List No. ....  
Please acknowledge the receipt of the present list.

Respectfully,  
.....  
Postmaster

The Money Order Exchange Office  
Budapest, Hungary

No. 2428

List No.  
Sheet No.

B

Stamp of  
Budapest Office

LIST OF POSTAL MONEY ORDERS ISSUED IN THE KINGDOM OF HUNGARY,  
PAYABLE IN THE UNITED STATES OF AMERICA

Current international number of the Order	Number of original Order	Date of original Order	Conversion Rate				Post Office Issuing Original Order	Name of the Remitter of the Order	Name of the Payee of the Order	Address of the Payee of the Order	Number of Inland Order	Office of Payment	Remarks
			Amount in Foreign Money		Equivalent in U. S. Money								
					\$	¢							

156

United Nations — Treaty Series

1953-1954

B

(reverse)

New York, N. Y.  
..... 192..

Sir :

I have examined this List, and found it correct except for the errors noted below :

.....  
.....  
.....  
.....

Respectfully,

.....  
Postmaster

The Minister of Commerce  
Budapest, Hungary

.....  
Stamp of the  
Budapest Office

List No. ....

MONEY ORDER EXCHANGE OFFICE  
BUDAPEST  
HUNGARY

Sir :

I have received your list No. .... dated .....,  
Nos. .... to ..... amount .....  
equivalent .....  
and this has been found correct, except as noted below.

The List herewith represents all Orders received since the dispatch of List No. ....

Please acknowledge receipt of the present List.

Respectfully,

.....  
Minister of Commerce

The Postmaster  
Exchange Office  
New York, N. Y.

E

TRANSMITTING BILL OF EXCHANGE, ON MONEY ORDER ACCOUNT, TO THE POST OFFICE  
DEPARTMENT OF THE UNITED STATES

No. ....

POST OFFICE DEPARTMENT  
MINISTER OF COMMERCE  
BUDAPEST, HUNGARY

The Postmaster General  
Washington, D. C.

Sir :

The Minister of Posts has the honor to transmit herewith a BILL OF EXCHANGE No. ....  
for the sum of ..... dollars,  
(\$ .....), drawn ..... 192.., by .....  
of ..... to the order of the MINISTER OF COMMERCE, and by his indorsement  
made payable, on demand, to the order of the POSTMASTER GENERAL OF THE UNITED STATES  
OF AMERICA, by ..... at New York, N. Y.

Please cause the receipt of the said Bill of Exchange to be duly acknowledged and the proceeds  
to be placed to the credit of this Department .....  
on account of the exchange of Postal Money Orders between our respective countries during the  
month of ..... 192..

Respectfully,

.....  
The Minister of Commerce

(..... inclosure)

GENERAL ACCOUNT OF POSTAL MONEY ORDER TRANSACTIONS BETWEEN HUNGARY AND THE UNITED STATES OF AMERICA

To credit of Hungary		To credit of United States					
Orders issued in the United States and payable in Hungary (as per detailed statement) .....	_____	Orders issued in Hungary and payable in the United States (as per detailed statement) .....	_____				
To be deducted:		To be deducted:					
Repaid orders issued in the United States .....	<table border="1"><tr><td>_____</td><td>_____</td></tr></table>	_____	_____	Repaid orders issued in Hungary . . . .	<table border="1"><tr><td>_____</td><td>_____</td></tr></table>	_____	_____
_____	_____						
_____	_____						
Void orders issued in the United States .....	<table border="1"><tr><td>_____</td><td>_____</td></tr></table>	_____	_____	Void orders issued in Hungary . . . .	<table border="1"><tr><td>_____</td><td>_____</td></tr></table>	_____	_____
_____	_____						
_____	_____						
Credit of Hungary .....	_____	Credit of the United States .....	_____				
Deduct credit of the United States .....	_____	Deduct credit of Hungary .....	_____				
Balance .....	_____	Balance .....	_____				
Paid on account by the United States (see Statement on reverse) .....	_____	Paid on account by Hungary (see Statement on reverse) .....	_____				
Balance remaining due Hungary .....	_____	Balance remaining due to the United States .....	_____				

Accepted at Washington.

Budapest ..... 19...

.....  
Comptroller of the P. O. Dep't.

..... 19...

F  
(reverse)

STATEMENT OF REMITTANCES ON ACCOUNT OF POSTAL MONEY ORDER TRANSACTIONS BETWEEN  
HUNGARY AND THE UNITED STATES OF AMERICA

To Hungary				To the United States			
Number of Remittance Letter	Date of Dispatch	Amount		Number of Remittance Letter	Date of Dispatch	Amount	
		Dollars	cents			Dollars	cents
Total .....				Total .....			

LIST OF REPAID AND VOID ORDERS

Orders issued in the United States					Orders issued in Hungary						
Number of the List	Date of the List	International Number	Original number of Money Order	Amount of Order		Number of the List	Date of the List	International Number	Original number of Money Order	Amount of Order	
				\$	¢					\$	¢



EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT<sup>1</sup> MODIFYING THE CONVENTION OF 3 APRIL AND 6 MAY 1922 FOR THE EXCHANGE OF MONEY ORDERS BETWEEN THE UNITED STATES OF AMERICA AND THE KINGDOM OF HUNGARY. BUDAPEST, 3 JANUARY 1930, WASHINGTON, 1 MAY 1930, AND BUDAPEST 13 JUNE 1930

## I

[TRANSLATION — TRADUCTION]

Budapest, 3 January 1930

DIRECTORATE-GENERAL OF POSTS OF THE KINGDOM OF HUNGARY

No. 47076

X. 1929

Subject :

Exchange of duplicates of money-order advice lists

Sir,

Under article IX, paragraph 3, of our Convention for the Exchange of Money-Orders, the receiving exchange office returns duplicates of the lists to the dispatching exchange office after having entered therein the names of the offices of payment. In addition, the exchange office at Budapest enters in the duplicates the equivalent of the dollar amounts in the money of Hungary according to the rate of conversion employed by that office.

From a report which I have just received from my Money-Order Exchange Office, it would seem that no useful purpose is served by the application of the above provisions, for the following reasons :

The purpose of entering in the duplicates the names of the offices of payment and of the equivalent of the dollar amount in the money of Hungary would be to facilitate the handling of claims. In view, however, of the fact that these particulars are entered by the exchange office before an order is paid by the post office of payment, they do not constitute proof of payment, so that, when that question arises, the present procedure does not obviate the need for the transmission of the claim form to the exchange office of the office of payment for final settlement.

In view of the foregoing, I would ask you kindly to consider whether it would be possible to discontinue the completion of duplicate lists, or at least the entry

<sup>1</sup> Came into force on 1 July 1930 according to the terms of the said letters.

therein of the post offices of payment and of the amounts actually paid in national currency.

The exchange office at Budapest could advise the exchange office at New York of each change in the rate of conversion at the same time as it transmitted the next list dispatched after receipt of the United States list concerned.

I would add that the arrangement existing between Hungary and the United Kingdom makes no provision for the exchange of duplicate lists.

If, therefore, you could agree to the discontinuance of the exchange of duplicate lists, article IX of our Convention could be replaced by the following text :

“Duplicates of lists.

“If a list fails to reach its destination, it shall be applied for immediately by the exchange office which should have received it. In such event, the dispatching exchange office shall forward a duplicate of the missing list without delay and shall mark it ‘Duplicate’.”

Awaiting your reply, I have the honour to be, etc.

For the Director-General  
(Signed) [illegible]

To the Postmaster-General  
Washington, D. C.

## II

May 1, 1930

The Director General of Posts and Telegraphs  
Budapest, Hungary

Sir :

I have the honor to refer to your letter No. 47076 X 1929, in which you suggest the propriety of modifying the provisions of paragraph 3, Article IX, of the Convention for the Exchange of Money Orders between our two countries, so as to discontinue the completion and return of the duplicates of the money-order advice lists to the dispatching exchange offices. You base this suggestion on the ground that the return of these lists serves no useful purpose, and you invite attention to the fact that the money-order arrangement between Hungary and Great Britain contains no provision for the dispatching of duplicate lists.

After careful consideration of the matter it gives me pleasure to state that, concurring in your opinion, I am quite willing to dispense with the return of the money-order advice lists to the country of origin.

Since your letter of May 7, 1927 (No. 2009 X 4-1927), it has been the practice of our respective exchange offices to send two copies of each money-order advice list by the first mail and to supplement these by a triplicate by the following steamer, the original being needed both by your Administration and by that of this country for the reissue of the orders, and the duplicate for the purpose of auditing the accounts. It is inferred, therefore, that you propose to continue the dispatch of the lists in duplicate by the first steamer but to discontinue the triplicate lists sent subsequently. Please advise me if this inference is correct, so that the necessary instructions may be given to the New York exchange office.

It is believed that for the proposed change no formal modification of the Convention is required, and that the correspondence exchanged on the subject by our Departments will be sufficient authority, provided the following marginal notes be made in the copies of the Money-Order Convention held by our respective Administrations :

Article VIII, paragraph 4. Insert the words "in duplicate" after "a list shall be transmitted", eliminate "and a duplicate shall be transmitted by the next following mail."

Article VIII, paragraph 6. Eliminate the words "or a duplicate thereof" from the first line and "or a triplicate" from the third line.

Article IX. Eliminate paragraph 3.

It is understood from your letter that each change in the rate of conversion adopted for the reissue of United States money orders will be reported by the Budapest exchange office in the first money-order advice list of Hungarian orders dispatched thereafter to New York.

If the foregoing proposals meet with your approval, please so advise me and state the date on which you desire that the modifications shall take effect for the money-order lists going in both directions.

Respectfully,

F. A. TILTON  
Third Assistant Postmaster General

## III

[TRANSLATION — TRADUCTION]

Budapest, 13 June 1930

DIRECTORATE-GENERAL OF POSTS OF THE KINGDOM OF HUNGARY

No. 74511

X.4. 1930

Re :

Exchange of duplicates of money-order advice lists  
Reply to your letter MO-GHS of 1 May 1930

Sir,

With reference to your above-mentioned letter, I have the honour to inform you that I have duly noted your acceptance of my proposal that the completion and return of triplicate lists should be discontinued.

I have therefore given the necessary directions to my Money-Order Exchange Office to adopt this new procedure from 1 July 1930.

Please be good enough to take similar action in respect of the lists from your Office.

In regard to the duplicates of the lists, I have the honour to confirm your understanding that the transmission of the lists in duplicate by the first mail should be continued in the future.

I would add that I have also duly noted that the adoption of the procedure in question does not necessitate any modification of the text of our Convention for the Exchange of Money-Orders and that it is sufficient to make, in the Convention, the notes set forth in your above-mentioned letter.

Lastly, I have the honour to inform you that each change in the rate of conversion will be reported in the first Hungarian list forwarded thereafter.

I have the honour to be, etc.

For the Director-General

*(Signed)* [illegible]

To the Postmaster-General  
Washington, D.C.